

**CLARK COUNTY
STAFF REPORT**



DEPARTMENT: Public Works / Transportation Programming

DATE: May 12, 2015

REQUESTED ACTION: Authorize the Public Works Director to sign Professional Services agreements with HDR Engineering, Inc. for design work on CRP 350722: NE 99th Street (NE 94th Avenue – SR-503); and CRP 390822: NE 99th Street/SR-503 intersection projects. Authorize the Director to sign supplemental agreements if needed, to extend contract duration or increase amounts of contracts up to 10% above original contract amounts.

SR Number:

FOR APPROVAL BY: X BOCC COUNTY MANAGER HEARING

PUBLIC WORKS GOALS:

- Provide safe and efficient transportation systems in Clark County
- Create and maintain a vibrant system of parks, trails and green spaces
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a healthy, desirable quality of life
- Increase partnerships and foster an engaged, informed community
- Cultivate a nimble, responsive work force
- Make Public Works a great place to work

BACKGROUND

The NE 99th Street project will construct a new roadway from NE 94th Avenue to NE 104th Avenue and improve the existing portion of NE 99th Street from NE 104th Avenue to SR 503. NE 99th Street will be improved to a minor arterial standard that includes two 12-foot wide travel lanes, a 12-foot wide center left turn lane/median, bicycle lanes and sidewalks. Drainage systems and storm water improvements will also be included.

The NE 99th Street/ SR-503 intersection project will add left and right turn lanes on NE 99th Street at the SR-503 intersection. A new traffic signal/illumination system, bicycle lanes and sidewalks on each side of NE 99th Street as well as drainage system and storm water improvements will also be included.

Staff scored and ranked 22 consultant firms from the 2013 On-Call list (RFP #659) and invited the top three firms to interview for these projects. Staff recommends entering into contracts with HDR Inc., in an amount not to exceed \$344,564 for the NE 99th Street/ SR-503 the project and \$844,412 for NE 99th Street project. These contracts will provide additional design resources, supplementing county staff and allowing work to proceed toward planned construction in 2016 and 2017.

ADMINISTRATIVE POLICY IMPLICATIONS

These projects are part of the County's ongoing Transportation Improvement Program.

COUNCIL POLICY IMPLICATIONS

These projects support Council's policy of investing in the county road system, providing safe, efficient and multimodal transportation systems for all county residents.

Handwritten initials/signature

PW 15 - 030

PREVIOUS REVIEWS AND ACTIONS

The projects are included in the 2015-2020 Transportation Improvement Program and 2015 Annual Construction Program, adopted by the Board of County Councilors on November 18, 2014.

COMMUNITY OUTREACH

Development of the Transportation Improvement Program includes a wide array of public input opportunities including public hearings and information on the county website.

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

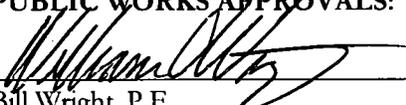
DISTRIBUTION OF BOARD STAFF REPORTS:

Distribution of staff reports is made via the Grid. <http://www.clark.wa.gov/thegrid/>
Copies are available by close of business on the Thursday after council deliberations.

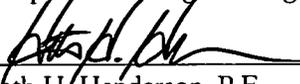
DISTRIBUTION OF COUNTY MANAGER STAFF REPORTS:

Public Works Administration – Anita Temme

PUBLIC WORKS APPROVALS:



Bill Wright, P.E.
Transportation Programming Manager



Heath H. Henderson, P.E.
Public Works Director/County Engineer

Attachments:

- Agreements and Vicinity Map.

CC: Bill Wright, Scott Fakler, Michael Derleth, Project files.



APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: 5-12-15

SR #: 090-15

COUNTY MANAGER ACTION\RECOMMENDATION

By: Mark McCauley

Date:

SR Number:

REQUESTED ACTION:

Authorize the Public Works Director to sign Professional Services agreements with HDR Engineering, Inc. for design work on CRP 350722: NE 99th Street and CRP 390822: NE 99th Street/SR-503 Projects. Authorize the Director to sign supplemental agreements if needed, to extend contract duration or increase amounts of contracts up to 10% above original contract amounts.

COUNTY MANAGER RECOMMENDATION:

Action	Conditions	Referral to council?
<i>Approval</i> denial	<i>Enter conditions or requests here</i>	Yes No


Mark McCauley
Acting County Manager

DISTRIBUTION

Public Works Administration – Anita Temme

BUDGET IMPACT ATTACHMENT

Part 1: Narrative

New consultant contract creates budget impact for payment of professional services performed.

Part 2: Budget Impact

Include full position costs, including salaries and benefits.

Expenditure:

Fund	Dept	Obj	Expense Change Year 1	Expense Change Year 2	Expense Change Year 3	Expense Change Year 4	Expense Change Year 5	Expense Change Year 6	One Time or Ongoing
1012	511	410	\$510,047	\$425,606	\$253,323				One Time
Total:			\$510,047	\$425,606	\$253,323	\$0	\$0	\$0	One Time

Revenue:

Fund	Dept	Obj	Expense Change Year 1	Expense Change Year 2	Expense Change Year 3	Expense Change Year 4	Expense Change Year 5	Expense Change Year 6	One Time or Ongoing
1012	511	410	\$0	\$0	\$0				\$0
Total:			\$0	\$0	\$0	\$0	\$0	\$0	\$0

Part 3: FTE Profile Over Time

# FTE	Type*	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
N/A	N/A						

*operating, revenue, project, temporary

Estimated start date for employees:

Not applicable. Consultant contract, no county employees to be hired.

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

Agreement Number: 695050

Firm/Organization Legal Name (do not use dba's): HDR Engineering, Inc.	
Address 1001 SW 5th Ave, Suite 1800, Portland, OR 97204	Federal Aid Number
UBI Number 60-021-437	Federal TIN or SSN Number 41-0680568
Execution Date 5/1/15	Completion Date 12/31/17
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title NE 99th Street Road Improvements & NE 99th Street / SR-503 Intersection Improvements	
Description of Work The intent of this project is to complete the corridor to the M-2cb standards from NE 94th Avenue to SR-503. NE 99th Street (NE 94th Avenue - NE 117th Avenue (SR-503)) CRP 351022 \$844,412. NE 99th Street / SR-503 CRP 390822 \$344,564.	
<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: \$1,188,976.	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: 695050

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

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: Scott Fakler
Agency: Clark County Public Works
Address: PO Box 9810
City: Vancouver State: WA Zip: 98666
Email: scott.fakler@clark.wa.gov
Phone: 360.397.6118, ext. 4394
Facsimile: 360.397.6051

If to CONSULTANT:

Name: Don Owings
Agency: HDR Engineering, Inc.
Address: 1001 SW 5th Avenue, Suite 1800
City: Portland State: OR Zip: 97204
Email: donald.ownings@hdrinc.com
Phone: 503.423.3856
Facsimile: 503.423.3737

IV. Time for Beginning and Completion

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

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

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V. Payment Provisions

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

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement 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 acknowledgement, 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 acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

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

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates 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 acknowledgement.

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

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

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that 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.

- F. Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

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VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

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VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

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Insurance Coverage

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

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

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

Name: Scott Fakler
Agency: Clark County Public Works
Address: PO Box 9810
City: Vancouver State: WA Zip: 98666
Email: scott.fakler@clark.wa.gov
Phone: 360.397.6118, ext. 4394
Facsimile: 360.397.6051

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

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

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

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

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XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

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XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed, whichever is. "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 Heath H. Henderson
Public Works Director/County Engineer

Date



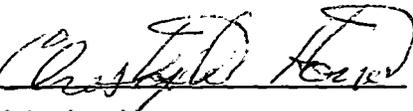
Signature HDR Engineering, Inc.

Date 4-16-15

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

APPROVED AS TO FORM ONLY:

Anthony F. Golik
Prosecuting Attorney

By: 
Christopher Horne
Deputy Prosecuting Attorney

Agreement Number: 695050

Exhibit A
Scope of Work

Project No.

See Attached

Agreement Number: 695050

SCOPE OF WORK - EXHIBIT A-1

MARCH 30, 2015

ENGINEERING SERVICES FOR

**NE 99TH STREET/SR-503
INTERSECTION IMPROVEMENTS**

CRP #390822

- AND -

NE 99TH STREET

(NE 94TH AVENUE – NE 117TH AVENUE (SR-503))

ROAD IMPROVEMENTS

CRP #350722

This Scope of Work is provided in accordance with Local Agency Consultant Agreement for Consulting Services for Engineering Services, by and between CLARK COUNTY, WASHINGTON, after this called "County," a municipal corporation of the State of Washington, and HDR Engineering, Inc., after this called "Consultant." All provisions outlined in the Local Agency Consultant Agreement shall apply to work performed by the Consultant in the execution of this work.

PROJECT UNDERSTANDING

NE 99th Street in Clark County is classified as a 2-lane Minor Arterial (M-2cb) for this 1.1 mile road segment. The standard road segment for this classification includes 12' travel lanes, a 12' center turn lane, 6' bike lanes, and 6' sidewalks on each side. The corridor from NE 94th Avenue to NE 117th Avenue only has existing roadway for part of the segment, from about NE 104th Avenue east to the existing signalized intersection at NE 117th Avenue. The area west of NE 104th Avenue to NE 94th Avenue is mostly open field across the northern portion of the capped Leichner Landfill, a landfill closed in 1991 and now owned by the County. The existing stormwater ponds for the old landfill are located within this roadway corridor. The existing road east of NE 104th Avenue varies in width as development has taken place over several years. This road currently serves as local access for the adjacent residential areas. The intent of this project is to complete the corridor to the M-2cb standards from NE 94th Avenue to SR-503.

The intersection of NE 94th Avenue and NE 99th Street may be improved to a roundabout as part of CRP #350722. Project improvements will terminate at the limits of the Roundabout splitter island tapers at the typical section of NE 94th Avenue and NE 99th Street, west leg of the roundabout.

The existing intersection on NE 99th Street at NE 117th Avenue (SR-503) will be improved to add new turn lanes and to upgrade the traffic signal. This intersection is in the WSDOT right-of-way and therefore the design must be approved by WSDOT.

Due to possible funding scenarios the corridor plans will be developed and constructed as two separate projects. The NE 99th Street project (CRP #350722) segment is from NE 94th Avenue to just west of NE 117th Avenue. The NE 99th Street/SR-503 project (CRP #390822) will include the four legs of the intersection and match 99th Street to the west at a point to be determined. Accordingly the scopes of work, schedules and budgets will be tracked individually for the two County Road Projects to be completed under this single agreement. The division between the two projects will be approximately 750' west of the intersection of SR-503/NE 99th Street at the point where the intersection transitions to the typical roadway width for a Minor Arterial (M-2cb).

Clark Regional Waste Water District (CRWWD) has identified the need for installation of approximately 2,800 linear feet of 24" Trunk sewer line and the decommissioning of the Country Meadows Pump Station to be completed with the NE 99th Street improvements, as well as the replacement of approximately 500 linear feet of existing 8" gravity sewer with 10" gravity sewer line in the 99th Street/SR-503 Intersection Project. The scopes of work, schedules and budgets to provide engineering services to complete that work will be completed in a separate contract with CRWWD, but combined in the bid packages and phased with both CRP #350722 and CRP #390822.

The City of Vancouver has identified the need for installation of approximately 1,000 linear feet of 20"/24" and 2,950 linear feet of 12" potable water transmission main to be completed with the NE 99th Street improvements, as well as a portion of water main construction through the 99th Street/SR-503 Intersection Project. The scopes of work, schedules and budgets to provide engineering services to complete that work will be completed in a separate contract with the City of Vancouver, but combined in the bid package and phased with both CRP #350722 and CRP #390822.

It is understood that HDR Engineering, Inc. will develop a Consultant design team and perform the engineering services necessary to complete the design of the projects including: alternatives analysis, civil engineering, roadway design, pavement section design, stormwater design, retaining wall design (structural and non-structural), structural engineering, geotechnical engineering, transportation engineering (geometry, access, signing/stripping), traffic signal design, water main design, and sanitary sewer design.

Clark County will provide the following services to support the project: design topographic surveying, right-of-way survey, monumentation, staking, property acquisition (including right-of-way plans, appraisals, legal descriptions, and agreements), public involvement/outreach, and environmental permitting.

The County's Project Manager will lead the project team, which includes the Consultant design team. The Consultant team Project Manager will work closely with the County Project Manager to assure the communication and leadership needed for the success of the projects.

SCOPE OF WORK

NE 99TH STREET/SR-503 INTERSECTION (CRP #390822)

TASK 1. PROJECT MANAGEMENT

Subtask 1.1 Project Management and Administration

PM services will continue through the contract duration. HDR is the principal point of contact. The following items are included:

- A. Provide the management and coordination between the Consultant team and the County management staff.
- B. Track Consultant's contract costs and Earned Value on a monthly basis; prepare monthly invoices and summary reports.
- C. Prepare and administer subconsultant contracts.
- D. Document Management.

Subtask 1.2 Project Coordination and Meetings

- A. Schedule and attend a Project Kickoff Meeting with the County, task leaders, and Subconsultants. Prepare and distribute a team member list, copies of the contract, and draft project schedule. Prepare meeting agenda and summary notes.
- B. Schedule and attend Project Management Team (Scott Fakler, Don Owings, Byron Perry, Tim Kraft, and Cassie Davis) meetings; and prepare the meeting agendas and summaries.
- C. Schedule and attend Consultant Project Team (Don Owings, Byron Perry, Will Hume, Tim Kraft, Senior Drainage Engineer, and Cassie Davis) meetings to coordinate the design. Prepare meeting agendas and summaries for the Consultant Project Team meetings.
- D. Attend design coordination meetings with agencies external to the Project Team, including: City of Vancouver, Clark Regional Waste Water District, Clark Public Utilities, and WSDOT. Prepare meeting agendas and meeting summaries.
- E. General day to day coordination with Clark County and project team members. Coordination includes:
 - o Project Management: Routine communication with the County Project Manager and Consultant team to efficiently manage the contract scope of work and budget. Communicate any scope and budget issues promptly.
 - o Survey: Coordinate with the County Project Manager and Survey Section Lead for information needed for the project design.
 - o Real Property Acquisition: Coordinate with the County Project Manager and Real Properties Lead to provide plan information and exhibits necessary to acquire property, permanent easements, and temporary construction easements.
 - o Environmental Permitting: Coordinate with the County Project Manager and Environmental Section Lead on information needed for environmental permits, along with plan and specification requirements related to environmental permitting and conditions.

- **Public Outreach:** Coordinate with the County Project Manager on exhibits required for public information (mailings) and exhibits for public "Open House" meetings during the project. Consultant will assist the County with preparation of materials and exhibits related to public involvement efforts. The County will be responsible for mailing any prepared material and for maintaining a project page on the County's website. Consultant will attend up to two (2) Open Houses to present design concepts and interact with the public. Attendance by up to 4 Consultant staff, including Project Manager and the Public Involvement task lead is included. Open Houses are assumed to last 4 hours, including set-up and clean-up.

Subtask 1.3 Project Schedule

- A. Prepare a project activity schedule in Microsoft Project for presentation to the County Project Management staff. The schedule will show appropriate milestones for the project including intermediate and final submittal dates for design documents, key decision points, and critical path tasks.
- B. Document the completion of tasks listed in the project schedule on a monthly basis.
- C. Revise the project schedule monthly to reflect changes and submit updates with the monthly progress reports.
- D. Prepare an estimated construction schedule to accompany the 99% packet submittal. The schedule will show the project bid award date and phases for the project construction.

Subtask 1.4 QA/QC

Consultant shall prepare a project specific Design Quality Plan ("DQP") in conformance with Consultant's quality program, addressing all Services identified in the SOW.

Task 1 Assumptions

- Project duration is 24 months beginning January 2015 and concluding December 2016.
- Project Kick-off meeting will be two hours in length and include the following Consultant team members: Project Manager, Roadway Lead, Traffic Lead, Stormwater Lead, Geotechnical Lead, Environmental Lead, and Project Assistant.
- Project Management Team meetings will be up to one half (1/2) hour in length and include two Consultant team members: The Project Manager and one Senior Design Engineer. The meetings will occur monthly for the duration of the design.
- Consultant Project Team meetings will be up to one half (1/2) hour in length and include the Project Manager and up to four Consultant team members. The meetings will occur monthly for the duration of the design.
- The kick-off meeting and Project Management Team meetings will be held at Clark County. The Consultant Project Team meetings will be held at OTAK's office in Vancouver.
- Design Coordination meetings will be up to two hours in length and include the Project Manager and one other team member. Up to six meetings are included and will be held in Vancouver.
- Consultant Public Information support includes preparation of up to two (2), two page mailings for project area and up to six (6) 24"x36" displays and design roll plots for public open houses.

- Right-of-way support includes preparation of up to four (4) exhibits for Temporary Construction Easements or Acquisitions.
- QA/QC Plan will be based on HDR QA/QC Program Requirements.

Task 1 Deliverables:

- Meeting agendas and meeting minutes in MS Word format, via email.
- Monthly progress report including schedules and invoices in PDF format, via email.
- Project Management Plan, with detailed Schedule in PDF format.
- Design Quality Plan in PDF format.

TASK 2. PRELIMINARY DESIGN

Subtask 2.1 Obtain & Review Existing Information

Consultant will review the base information provided by County and distribute to the Consultant team for review and completeness. Additional information needs will be requested through the Project Manager.

Consultant will conduct a half day preliminary field visit of the project site with up to four (4) staff to review and document existing corridor conditions. The Consultant team will prepare a multi-discipline existing conditions report documenting opportunities and issues throughout the project site with descriptive photo log.

Consultant will identify any discrepancy between the base map (information) and the observed conditions. Discrepancies will be noted and provided to Clark County for clarification/resolution. In addition, any deficiencies in the data provided will be noted and provided to Clark County for additional survey.

Subtask 2.2 Traffic Model Development

The Consultant will use 2013 data provided by the County (i.e., traffic volumes, signal timing, saturation flow rates) to develop an existing conditions Synchro model. This model will be used as a base to develop a No-Build model that will include the traffic volumes provided by the County. Consultant will provide a memorandum that summarizes the results outlining the intersection delay, volume-to-capacity, and other potential deficiencies upon completion of the existing and no-build conditions. The County will provide one consolidated comment list of the memorandum within two weeks of submittal.

The Consultant will use the no-build model and the 2035 future volumes to be provided by the County to create the build model. The Consultant will use this model to test the proposed design and provide recommendations on design details like turn pocket lengths. The Consultant traffic team will work with the Consultant design team to optimize the design for any design constraints due to traffic needs. The Consultant will meet with the agency to provide a summary of the recommendations to be presented at the Traffic Analysis Review Meeting (See Subtask 2.3). Feedback from the meeting will be used to finalize the traffic analysis and design recommendations that will be documented in the final traffic memorandum. The County will provide a consolidated list of comments on the summary of recommendations. The Consultant will have two weeks to respond to the comments and make any necessary changes for the Traffic Analysis Review Meeting.

Subtask 2.3 Traffic Analysis Review with County and WSDOT

Consultant shall coordinate a 2-hour meeting at the County offices between Clark County, WSDOT, and Consultant team to review the traffic analysis and the intersection improvements recommended by such analysis. The meeting between WSDOT and Clark County will provide the following design information: Intersection geometry to be used for the Intersection Plan; Design Vehicle; Curb Return Radii requirements; known compensable rights; and, required access control for adjacent driveways.

Subtask 2.4 Geotechnical Explorations, Infiltration Testing and Laboratory Testing

Subconsultant will conduct geotechnical drilling and sampling to explore subsurface conditions at the intersection. A memorandum summarizing the findings in the explorations will be provided. Specific tasks will include:

- A. Initial Site Geology Review – Subconsultant will review in-house and other selected information to assist in evaluating the local site geology.
- B. Mark Subsurface Explorations Locations – Subconsultant will visit the site to mark proposed locations for subsurface explorations. Approximately 1 week prior to the field exploration, they will provide a map showing the locations and extent of the proposed explorations.
- C. Geologic Reconnaissance and Ground-Level Site Review – Subconsultant will walk the site and conduct an initial review of the site conditions. The deliverable will be a discussion of our observations that will be included with the geotechnical reporting.
- D. Traffic Control – Subconsultant will provide a traffic control plan (TCP) and on-site flagging. The TCP will be submitted to Clark County and WSDOT for approval.
- E. Exploration Work Plan – Subconsultant will prepare a brief Exploration Work Plan showing the proposed drilling locations, outlining the drilling and sampling procedures, and the traffic control plan prior to beginning the work. No fieldwork will be performed, other than initial site reconnaissance and marking exploration locations, before review and approval of the Exploration Work Plan by Clark County, and WSDOT.
- F. Field Safety Plan – Subconsultant will develop a Field Safety Plan (FSP) for fieldwork for submittal to Clark County prior to the start of work. Consultant will provide a copy of the FSP to WSDOT if requested.
- G. Exploration Permissions – Subconsultant will obtain permissions required for the exploration work, assumed to be Clark County and WSDOT. Subconsultant will provide requested information to WSDOT for drilling in their right-of-way if necessary. Subconsultant assumes that other permissions, if required, will be obtained by Clark County, and that any access restrictions for areas such as wetland areas, environmental areas and archeological areas will be identified and provided prior to the field work.
- H. Utility Locates – Subconsultant will coordinate utility locating using the public "One Call" service.
- I. Perform Subsurface Explorations – Subconsultant will perform a total of four borings for the 99th Street/SR-503 intersection. The borings will be located in the right-of-way at the four corners of the intersection to obtain subsurface information near potential signal pole foundation locations. The borings will be drilled to a depth of about 15 feet each unless practical refusal is encountered at a shallower depth. The 15-foot depth was established assuming that signal pole foundations will not be constructed at depths greater than 15 feet

below existing grades. The borings will be observed by a geologist or engineer, who will provide a log of the subsurface soil and groundwater conditions encountered in the borings. The geologist or engineer will classify the materials encountered in the borings in general accordance with ASTM International (ASTM) Standard Practices Test Method D 2488. Upon completion of the initial exploration program, soil samples acquired from the explorations will be returned to one of their soils laboratories for further examination and identification for laboratory testing.

- J. Conduct Laboratory Testing – Subconsultant will conduct geotechnical laboratory testing including index property tests (water content, density, plasticity index, and sieve analysis, as appropriate), subgrade modulus tests (for pavement design) and consolidation tests (for settlement). The following are planned tests, as determined after the samples are examined in their geotechnical laboratory: six moisture content and density determinations; three fines content determinations (percent passing the U.S. No. 200 sieve); two Atterberg limits testing to evaluate plasticity characteristics; and one California Bearing Ratio CBR test on subgrade materials.
- K. Memorandum of Findings – Subconsultant will prepare a short memorandum or letter summarizing the soil conditions encountered in the explorations. The final geotechnical report will not be prepared and submitted until the 50% design phase.

Subtask 2.5 Preliminary Utility Coordination

Consultant will perform utility coordination within the limits of the Project including:

- A. ID and Locate Existing utilities in Project Limits through field observation and survey information.
- B. Prepare Tech Memo summarizing conflicts and potential RW needs.
- C. Initiate Contact with Utilities.
- D. Document Correspondence.

Subtask 2.6 Preliminary Stormwater Analysis

2.6.1 Conceptual Stormwater Planning

Consultant shall develop up to three (3) options for meeting Highway Runoff Manual stormwater management requirements. Options to be considered include:

- A. Providing stand-alone water quality and flow control (infiltration) facilities.
- B. Using on-site stormwater management measures
- C. Accommodating overflow connection from the county's system in NE 99th Street east of SR-503

This work element includes the following activities:

- Identify up to three alternative locations for water quality treatment and flow control facilities.
- Develop conceptual layouts for stormwater facilities at the alternative sites.
- Meet with the County to select a preferred alternative.

2.6.2 Project Site Hydrologic Analysis/Stormwater Facility Sizing

Consultant shall develop hydrologic models for sizing each stormwater facility advanced from Task 2.6.1. All facilities, including on-site stormwater management BMPs, will be designed to meet the requirements of the Highway Runoff Manual. Specifically, the tasks in this section include:

- A. Evaluate existing drainage conditions, structures, and facilities.
- B. Delineate catchment and Threshold Discharge Area (TDA) boundaries for each facility.
- C. Develop existing conditions hydrologic models for each TDA using MGS Flood or an equivalent hydrology model.
- D. Develop proposed conditions models for each TDA using MGS Flood or an equivalent hydrology model.
- E. Size each treatment and flow control facility and determine the approximate land area requirements.

2.6.3 Preliminary Stormwater Technical Information Report (TIR)

A preliminary stormwater report will be prepared to county standards describing the work performed in Tasks 2.6.1 through 2.6.2. The report will follow the format for a preliminary TIR in the Clark County Supplemental Stormwater Manual. A draft report will be submitted to the County for review. Revisions will be made, and a final report will be delivered to the County.

Subtask 2.7 Value Engineering (VE) Study

2.7.1 Objective

The objective of this task is to provide VE services in accordance with the SAVE Value Standard and the SAVE 6-step process for the intersection of SR-503 and NE 99th Street.

2.7.2 Pre-study Meeting

Objective

Determine goals and objectives of the VE study, gather information that is available for the study team, establish performance attributes and corresponding hierarchy, and confirm technical experts required for the study. The Consultant will review the project data available for the team and prepare a cost model for the items that will aid in focusing the study.

Activities

- Set up and participate in pre-study meeting.
- Session Logistics: VE job plan, prepare agenda, and prepare team letter.
- Distribute VE Information to the VE team prior to study (including project documents).
- Prepare opening presentation.
- Develop VE study report template.
- Prepare cost model.
- Prepare draft functional analysis (FAST diagram).

Meetings

- One pre-study meeting up to 2 hours, attended by two Consultant team members.

2.7.3 VE Study

Objective

Near the completion of the Preliminary Design, the Consultant shall organize, participate in and facilitate a two and one half day Value Engineering review by an independent team for the project.

Activities

- Facilitate study session in accordance with the SAVE 6-step process.

Meetings

- VE study session (Dates TBD) – daily activities detailed in study agenda.

2.7.4 Post Study

Objective

Prepare a draft and final report that documents the study activities and results.

Activities

A. Draft VE report

- Prepare Draft Report.
- Quality Review.
- Finalize Draft Report.
- Submit Draft VE Report for review.

B. Final VE report

- Complete Implementation Section of Report (if applicable to Clark County).
- Address Draft Report Comments.
- Submit Final VE Report.

Meetings

- No meetings are associated with this task.

Task 2 Assumptions:

- County will be responsible for all elements of any project right-of-way (including right-of-way abutting WSDOT) needs including but not limited to, right-of-way plans, title reports, easements, appraisals, right-of-way estimates, and Construction agreements, etc.
- County will provide a complete base map with existing right-of-way, easements, and legal encumbrances; and topographic survey including surface features, underground utilities (as located by One-call), and control (both vertical and horizontal). All information provided will be per Clark County CADD practices.
- Utility Coordination will be based on information included in the Topographic Survey provided by Clark County.
- Consultant will obtain all utility as-built information and verify missing utilities.
- County will provide 2013 forecasted volumes from the Southwest Washington Regional Transportation Council (RTC).
- County will provide traffic volumes from August 2013 traffic counts.

- County will provide existing Intersection Geometry.
- Consultant and County will meet to develop a summary of recommendations based on the traffic model. The meeting will include the Project Manager and Traffic lead and will be up to two hours in length. The meeting will occur at Clark County.
- The final traffic analysis will be submitted by Clark County to WSDOT for review prior to the Traffic Analysis meeting.
- Traffic Analysis Meeting will take place at Clark County and will include County, WSDOT, and up to three Consultant staff for up to two hours.
- WSDOT will require U-turn capabilities on SR-503 at the intersection of NE 99th Street in both the northbound and southbound direction.
- Design Vehicle will be determined at the Traffic Analysis Review meeting with WSDOT.
- Consultant assumes that they will be allowed to drill subsurface explorations in Clark County and WSDOT right-of-way.
- Road encroachment and lane closure permits will be facilitated and provided by Clark County for Clark County right-of-way. Road encroachment and lane closure permits will be facilitated by Clark County for submission to WSDOT.
- Other permissions, if required, will be obtained by Clark County, and any access restrictions for areas such as wetland areas, environmental areas and archeological areas will be identified and provided to Consultant by other team members or Clark County prior to the fieldwork.
- Drilling will be allowed during normal daylight hours in non-travel lane locations. If drilling in the travel lane is necessary a contract amendment will be required for the additional cost.
- All borings will be completed in one sequential drilling operation together with the explorations for the NE 99th Street between 94th Avenue and 117th Avenue project.
- WSDOT will provide locates for all WSDOT owned subsurface equipment, for example fiber and interconnect/conduits, within WSDOT right-of-way.
- The borings can be drilled using a truck-mounted drill rig.
- Four borings at the intersection will be provided to support signal pole foundation design.
- Hazardous materials will not be encountered during drilling or test holes. If hazardous materials are encountered during drilling or infiltration testing, the driller/geotechnical engineer will stop field operations, place the driller and crew on stand-by, and notify County to discuss how to proceed.
- A maximum of three utilities are assumed to be in conflict with the design.
- Treatment facilities will be located within the road right-of-way
- Shallow infiltration using on-site stormwater management techniques will be the primary focus of the evaluation.
- Soils within the project area are receptive to long term infiltration as a means for stormwater disposal.
- No more than two revisions to stormwater facilities will be required as part of project development.
- State requirements will apply to this project assuming greater than 5,000 square feet of new impervious area will be added.
- Stormwater treatment facilities and on-site stormwater management BMPs will be designed per the WSDOT Highway Runoff Manual.
- Documentation of the facility designs shall be provided in the Stormwater Technical Information Report (See 2.6.3).

- An electronic copy and three hard copies will be provided to the County for both the draft and final copies of all reports.
- Only one review of the Preliminary Stormwater Technical Information Report will be required
- VE Pre-study meeting will be held at the Clark County Public Service Center, 1300 Franklin Street, Vancouver WA.
- To allow for the correct team to be assembled, the VE Pre-study meeting will be held a minimum of 30 days prior to the VE study.
- Cost estimate and project reports for the project will be available 10 days prior to the VE study.
- Actual study dates are yet to be determined – scheduling of the study will be coordinated between Clark County and the VE Facilitator a minimum of 30 days prior to the anticipated study dates.
- Clark County will provide and reserve the meeting facility for the VE study.
- Consultant will provide or arrange for a project overview by the design team(s) to the VE team, on the morning of the first day.
- Clark County will provide or arrange for a project site visit (if applicable), including transportation, as part of the project overview on the first day of the VE.
- Clark County will arrange for and supply VE team members, except as noted below.
- Clark County will provide existing graphics, cost estimates, schedules, and other project data for use during the VE study, including any project constraints.
- Consultant will provide the following VE staff:
 - Team Leader/Facilitator
 - Asst. Team Leader/Documentation
- Clark County will identify and invite audience participants for the final VE presentation.
- Clark County will provide subject matter experts to support VE study.
- VE Facilitator will conduct a final VE presentation.
- Consultant will deliver an electronic copy (PDF) of the draft VE report within 10 working days of the study completion.
- Clark County will provide any draft VE comments within 10 working days to the Consultant.
- Final VE report will be delivered by the Consultant to Clark County within 10 working days of receipt of the draft report comments.

Task 2 Deliverables:

- Existing Conditions Report, with photo log in PDF format
- Conceptual design alignment and preliminary intersection layout on roll plots for Traffic Analysis Review Meeting.
- Draft and Final Traffic Memorandum on Existing, Build, and No-Build Alternatives with recommended intersection geometry.
- Aerial map with alternate layouts for intersection geometry, preliminary stormwater facilities, and signal layout.
- One electronic copy of the Geotechnical Exploration Work Plan (in PDF format) that shows the boring locations, including the FSP and TCP, at least 5 business days prior to the beginning of the fieldwork.
- One electronic copy of a Geotechnical Memorandum of Findings (in PDF format) approximately 1 week after completing the fieldwork. Boring logs and laboratory testing results will be not be prepared and submitted until the 50% design phase.

- Draft and Final Preliminary Stormwater Technical Information Report.
- VE job plan, agenda, and team letter distributed to the VE team members.
- VE Cost model to be used during the study and included in the report.
- FAST diagram to be used during the study and included in the report.
- VE Opening presentation to be presented during VE study kick-off session.
- Closing study presentation of findings.
- Draft VE Report – Electronic (PDF) only.
- Final VE Report – Electronic (PDF) only.

TASK 3. 50% DESIGN PHASE

The 50% Design phase provides the first complete layout of the design. The primary purpose of this phase is for the project team to determine roadway geometry, stormwater locations and conveyance, initial traffic signal layout and identify right-of-way requirements necessary for the County to develop the ROW plans for property acquisitions. Additionally, the team will confirm the location of environmental boundaries, determine preliminary environmental impacts, provide information to utility providers for conflict review, begin constructability review with the County Construction Section, and communicate project assumptions and challenges.

Subtask 3.1 Draft Geotechnical Report for Intersection

Consultant will provide a draft geotechnical report summarizing the results of the geotechnical exploration, laboratory testing, and analysis. The report will provide geotechnical engineering design parameters and construction recommendations for the project elements. Specific items that will be addressed in the report will include:

- A. The depth and characterization of subsurface materials encountered in the explorations.
- B. Depth of groundwater if encountered.
- C. The presence of problem soils such as fill, soft or loose soils, and organic soil.
- D. Infiltration testing and results, recommended infiltration design rates, and safety factors.
- E. The suitability of using on-site materials for embankments.
- F. Acceptable imported materials.
- G. Dry and wet weather construction considerations.
- H. Geotechnical design and construction information for earthwork, including drainage criteria, backfill material specifications, fill placement and compaction specifications.
- I. Geotechnical design parameters for retaining structures, including lateral earth pressures (active, passive and seismic), allowable soil bearing pressures, allowable lateral sliding coefficient(s).
- J. Pavement design recommendations or review of agency provided sections, including aggregate base and asphalt pavement section thicknesses and general material requirements for subgrades, aggregate base material and asphalt concrete.
- K. Foundation design parameters for signal poles.
- L. A site plan showing the location of the borings will be included in the report.
- M. Boring logs.
- N. Laboratory test results will be provided in the report appendix.

Subtask 3.2 Stormwater Design

Stormwater plans for this phase will be developed based upon the Preliminary Stormwater TIR and will include the following:

- A. Stormwater plan sheets showing locations and approximate sizes of facilities and conveyance system.
- B. Erosion Control plan sheets.

Subtask 3.3 Roadway Design

Consultant shall develop plans that include a title sheet, index of standard drawings, typical sections, general construction sheet with major construction callouts, cut/fill lines, buried utility detail, intersection layouts (at 1"=20'), preliminary traffic signal design, preliminary wall layouts, vertical and horizontal alignment, special details, utility relocations, existing right of way and anticipated easements and acquisitions, fences. In addition, the roadway plans shall identify anticipated utility conflicts and necessary relocations.

Subtask 3.4 Engineer's Opinion of Probable Cost

The Consultant shall prepare an "Order of Magnitude" Engineer's Opinion of Probable Cost, comprised of significant pay items for all disciplines required by the Project. Preliminary estimating aids, or Consultant and industry design aid charts, may be used for the development of this estimate. Quantities of major bid items will be included, however, not all bid items will be known at this point. For mobilization costs associated with all pay items, Consultant shall use ten percent (10%) of the base item costs. For contingency costs associated with all pay items, the Consultant shall use twenty-five percent (25%) of the base item costs.

Task 3 Assumptions:

- The Draft and Final Geotechnical Engineering Report will be a consolidated report for all related projects (at this time this includes the NE 99th Street from 94th Avenue to 117th Avenue Project and the NE 99th Street/SR-503 Intersection Project and associated water and sanitary sewer installation).
- The roadway design shall meet WSDOT Design Manual and Clark County Road Standards and applicable County Code.
- The stormwater detention and treatment design shall meet the Clark County Stormwater Ordinance, but could also be influenced by other state and federal agencies, such as the State Department of Ecology and the Washington State Department of Transportation.
- Environmental investigations to support the design permitting processes will commence during this phase. This work is likely to include environmental research, wetland delineation, and hazardous materials investigations.
- Clark County will prepare Right-of-Way plans consistent with County and WSDOT standards, as appropriate.
- Clark County will complete Project Funding Estimate.

Task 3 Deliverables:

- Draft Geotechnical Report & Recommendations in PDF format.

- Aerial photograph with project line work, including catch points & proposed right-of-way (1:50 scale).
- 50% Design Plans.
- Initial construction specifications and special provisions list.
- Engineer's Opinion of Probable Cost.

TASK 4. PERMITTING PLAN PHASE

Subtask 4.1 Permitting Plans

The Permitting Plan phase shall be completed to the level where Environmental Permits can be developed for all "primary" permits for the project. These permits are typically related to protected species, wetlands, streams/waterways, and stormwater. This phase is also used to further develop the ROW plans for final property and easement acquisitions. This phase will:

Establish final vertical and horizontal layout of the alignment

- A. Establish final intersection layout (including curb return and curb ramp info).
- B. Develop signing/stripping plans.
- C. Develop signal/lighting design layout.
- D. Develop Wall – Plan & Profiles.
- E. Determine final wetland delineation locations, if necessary.
- F. Establish final buffer locations.
- G. Establish final drainage layout.
- H. Determine final stormwater facility design.
- I. Identify and show potential construction staging areas.
- J. Develop preliminary traffic control plans.
- K. Updated utility locations; conflicts identified.
- L. Prepare County Road modification and WSDOT Deviation requests (as required).
- M. Identification of any construction easements needed.
- N. Prepare roadway typical sections.
- O. Prepare detail sheets as needed.
- P. Prepare erosion control plan sheets.
- Q. Include a spreadsheet from the 50% review to document the review comments, recommendations for action, and responses from these submittals. The spreadsheet will be updated at each subsequent design review.

Subtask 4.2 Prepare Environmental Documentation

4.2.1 Critical Areas Report/Mitigation Plan

The Consultant will prepare a critical areas report for the project. The report will address floodplains, critical aquifer recharge areas, wetlands, geologic hazards, shorelines, and habitat areas.

The Consultant will perform a wetland determination for the project site to determine the presence and absence of wetlands and other waters on the site. The presence of wetlands will be determined

using the Washington State Wetland Delineation Manual, 1987 Wetland Delineation Manual, and Mountains, Valleys, and Coast Regional Supplement. The ordinary high water mark (OHWM) will also be determined for all waters using the Ecology and USACE requirements. Data points, photographic points, and any identified features will be recorded via handheld GPS. This information will be uploaded into GIS and overlain on maps. Consultant will prepare a waters and wetlands determination section in the critical areas report based on the final mapping and field investigations. The critical areas report will also include conceptual mitigation design for wetland and buffer impacts, if appropriate.

A geotechnical report will be prepared as part of a separate task but will be summarized in the critical areas report to address critical areas ordinance requirements.

4.2.2 SEPA Checklist [RESERVED]

Task 4 Assumptions:

- There will be no Federal Nexus or NEPA requirements associated with CRP #390822.
- County will be responsible for completion of the SEPA checklist.
- No technical Noise Analysis or Air Quality analysis will be required for the improvements associated with CRP # 390822.
- The County/WSDOT will arrange all rights of access.
- Fieldwork for both this project and project CRP#350722 for road improvements will be completed simultaneously.
- No wetlands or waters will be identified on site and formal wetland and waters delineation report will not be required.
- Floodplains, shorelines, and habitat as defined in the critical areas ordinance are not present for the project and will not require impact or mitigation analysis in the critical areas report.
- The project is located in a Category II critical aquifer recharge area, however, the intersection project use does not require a permit per the Critical Areas Ordinance and further analysis of the impacts and mitigation of this resource is not required.
- Mitigation planning will be limited to impacts to wetlands and wetland buffers. Mitigation will occur on site and will not exceed 1 acre of mitigation area. Mitigation will not include wetland creation, groundwater evaluation, or grading.
- No threatened or endangered species occur in the project area.
- County will be responsible for posting notice of actions or legal notices.
- County will be responsible for payment of any fees, taxes, or other expenses associated with the filing of the permits.

Task 4 Deliverables:

- Plans sufficient for completion and submission of all "primary" permits. Plans sufficient to provide updated Right-of-Way plans (by the County) for properties ready to be acquired.
- Staging and Construction Easements identified.
- Critical Areas Report.
- Final Geotechnical Engineering Report (in PDF format) addressing consolidated comments from Clark County.

TASK 5. 90% DESIGN PHASE

Subtask 5.1 90% Plans

The 90% design will incorporate review comments from the Permitting Plan Phase submittals, incorporate environmental requirements/plans, design elements related to property acquisitions or easements, and finalize all other design elements. Obtain WSDOT approval on the 99th Street/117th Avenue intersection/signal design. This phase includes:

- A. 90% roadway design plans.
- B. 90% wall design plans.
- C. 90% signal plans and signing/stripping plans.
- D. 90% drainage plans.
- E. 90% stormwater facility plans.
- F. 90% traffic control plans.
- G. Driveway design plans (driveways requiring plan/profile).
- H. Draft construction specifications; special provisions; bid proposal.
- I. Final stormwater plan (TIR).
- J. Construction staging areas.
- K. Construction plans from utilities (if required).
- L. Grade sheets.
- M. Cross sections.
- N. Updated Engineer's Opinion of Probable Cost.

Subtask 5.2 90% Stormwater Design

5.2.1 Project Site Hydrologic Analysis/Stormwater Facility Sizing

Hydrologic models developed during the preliminary design phase will be revised as necessary to address changes that have occurred during the design process. This will include:

- A. Revise catchment and Threshold Discharge Area (TDA) boundaries for each facility.
- B. Revise proposed conditions models for each TDA using MGS Flood or an equivalent hydrology model.
- C. Size each treatment and flow control facility and determine the land area requirements.

5.2.2 Corridor Stormwater Conveyance Analysis

Onsite stormwater collection and conveyance systems will meet the requirements of the WSDOT Hydraulics Manual. Scope of work includes:

- A. Delineation of basins tributary to each collection system.
- B. Calculation of flow rates for the 10-year, 25-year, and 100-year storm at each collection point.
- C. Design of collection systems in accordance with the WSDOT Hydraulics Manual.
- D. Design of conveyance systems in accordance with the WSDOT Hydraulics Manual, including a backwater analysis.

- E. Design of inlets and lateral connections consistent with requirements of the WSDOT Hydraulic Manual.

5.2.3 Final Stormwater Technical Information Report

A Final TIR will be prepared to county standards describing the work performed in Tasks 5.2.1 through 5.2.2. The report will follow the format for a final TIR in the Clark County Supplemental Stormwater Manual.

The draft report will be submitted to the County for review. Revisions will be made, and a final report will be delivered to the County.

5.2.4 Stormwater Pollution Prevention Plan (SWPPP)

The NE 99th Street/SR-503 Intersection project site will likely disturb more than 1 acre of land. Per the Washington State Department of Ecology (DOE) and Clark County, a Stormwater Pollution Prevention Plan (SWPPP) will be required. This task is to prepare a SWPPP and file the required Notice of Intent (NOI) with the DOE, and will include the following:

- A. A narrative that documents and justifies the pollution prevention decisions made for the project.
- B. Seasonal work limitations.
- C. How each of the 12 elements of ESC as listed in the Stormwater Management Manual for Western Washington (SMMWW) will be met.
- D. Calculations supporting the design of sediment traps, ponds, or other measures if applicable.
- E. The draft SWPPP will be submitted to the County for review. Revisions will be made, and a final SWPPP will be delivered to the County.
- F. Complete Notice of Intent Application with DOE.
- G. Publish Notice in Reflector for two consecutive weeks.
- H. Submit SWPPP to DOE.

Task 5 Assumptions:

- County will submit the 99th Street/SR-503 intersection and signal plans to WSDOT for review and approval.
- State requirements will apply to this project assuming greater than 5,000 square feet of new impervious area will be added.
- Stormwater treatment facilities and on-site stormwater management BMPs will be designed per the WSDOT Highway Runoff Manual.
- Documentation of the facility designs shall be provided in the Stormwater Technical Information Report (See 5.2.3).
- Conveyance system design shall follow the requirements listed in the WSDOT Highway Runoff Manual.
- An electronic copy and three hard copies of SWPPP will be provided to the County for both the draft and final copies.
- Only one review of the SWPPP report will be required.

Task 5 Deliverables:

- 90% Plans, Specifications, and Engineer's Opinion of Probable Cost (PDF format).
- Final Stormwater TIR (PDF format).

- Cross Sections (PDF format).
- Draft and Final SWPPP (PDF format).
- Electronic submission of NOI.

TASK 6. 99% DESIGN PHASE

This submittal is intended for a final review by WSDOT and County prior to contract plans being printed and advertised.

Task 6 Assumptions:

- Only minor updates to the 90% submittal are required.

Task 6 Deliverables:

- Updated 99% Plans, Specifications, and Engineer's Opinion of Probable Cost.

TASK 7. FINAL PLAN, SPECIFICATIONS & ESTIMATE (PS&E)

The final PS&E submittal will include all documents needed for County construction bid advertisement and construction.

- A. Signed construction documents – plans & specifications (internal and from utilities).
- B. Electronic copies of construction plans (in AutoCAD format), specifications, engineer's estimate, geotechnical report, and grade sheets.
- C. Approved stormwater report (TIR).
- D. Final Engineer's Opinion of Probable Cost.

Task 7 Assumptions:

- Only minor updates to the 99% submittal are required.

Task 7 Deliverables:

- Signed/sealed construction documents – plans & specifications (internal and from utilities) (PDF format).
- Electronic copies of construction plans, specifications, engineer's estimate, geotechnical report, and grade sheets.
- Approved stormwater report (TIR).

TASK 8. BID PERIOD & CONSTRUCTION SUPPORT

Subtask 8.1 Bid Support

- A. Answer design related bid inquiry questions relayed by the County from bidders.
- B. Attend pre-bid meeting.

- C. Prepare up to two addenda, each requiring: 16 hours of Project Engineer, 8 hours of Staff Engineer time, 16 hours of CADD, 2 hours of QA/QC personnel time, 2 hour of Project Manager time, and 8 hours of support time.

Subtask 8.2 Construction Support

Provide engineering services during construction including pre-construction meeting, including submittal review, responding to requests for information and attendance at construction progress meetings, as requested by County.

8.2.1 Review and Respond to Submittals

- A. Review and provide written responses to submittals summarizing review results and recommended actions within ten (10) working days after receipt of submittal.
- B. Submittal review shall determine if the items covered by the submittals will, after installation or incorporation in the work, conform to the requirements of the construction documents and be compatible with the design concept of the completed project as a functioning whole as indicated in the construction contract documents. Submittal review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the construction contract documents) or to safety precautions or programs incident thereto.
- C. Submittal review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication process, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that Consultant has reviewed the entire assembly of which the item is a component. Consultant shall not be responsible for any deviations from the contract documents not brought to the attention of Consultant in writing by the Contractor. Consultant shall not be required to review partial submissions nor those for which submissions of correlated items have not been received.

8.2.2 Review and Respond to Substitution Requests

Review and provide written responses, drawings, and technical information associated with substitutions or changes as requested by County.

8.2.3 Review and Respond to Requests for Information (RFI)

Review and provide written responses to RFIs and provide design clarifications during construction within five (5) working days after receipt of request.

8.2.4 Attend Project and Construction Contractor Meetings

Attend pre-construction, project and construction contractor meetings; participate in County project meetings and construction contractor meetings as requested by County.

8.2.5 Field Assistance and Meetings

Conduct site visits per permit requirements, design specification, confirmation, and resolution needs, at the County's request.

Task 8 Assumptions:

- Bid Period and Construction support will be limited to the budget provided
- County will distribute copies of the SWPPP to the contractor.
- "As-built" drawings are not a part of this Scope of Work.
- Level of effort assumes up to 5 submittal responses and up to 5 resubmittal responses.
- Submittal review and response will require an average of 2 hours of Staff Engineer time, 1 hour of Project Engineer time for submittal responses, 2 hours of Staff Engineer time, and 1/2 hour of Project Engineer time for each resubmittal response.
- Consultant will write a summary memorandum of comments rather than annotate all copies of the submittal. It is anticipated only three (3) submittals will require direct annotations.
- Consultant will not be required to track submittal review labor hours or costs for individual submittals.
- The County Construction Administrator will review schedule, progress payments, and contractual issue submittals from the general contractor(s). The general contractor(s) will not be allowed to submit multiple submittals for the same basic topic that unnecessarily increases the number of submittals.
- Consultant will not be required to re-write its review comments to incorporate County or construction manager comments.
- Level of effort assumes up to five substitution or change requests by County.
- Substitution requests will require an estimated average of 5 hours of Project Engineer time, 10 hours of Staff Engineer time, 3 hours of QA/QC or Project Manager time, and 12 hours of CAD time for each substitution or design change request.
- Level of effort assumes up to 10 RFI responses.
- RFIs will require an estimated average of 3 hours of Staff Engineer time and 1 hour of Project Engineer time for each RFI response.
- Preconstruction meeting will require Consultant and Project Engineers for a 3 hour meeting and site visit.
- Consultant's Project Manager and/or Project Engineer will attend up to 6 meetings.
- Construction contractor meetings will occur on a weekly basis. Each meeting will be held at the Contractor's office and take an average of 2 hours.
- Construction will be done over a period of 8 months and up to 4 construction site visits are planned; site visits will follow construction meetings.
- All site visits will be requested by County.
- Consultant Project Engineer and/or Staff Engineer will spend up to 2 hours per site visit, and Consultant's Project Manager will attend a total of 4 site visits.

Task 8 Deliverables:

- Written responses to Contractor questions.
- Addenda as needed.
- Submittal and resubmittal responses.
- Written responses to substitution or change request.
- Issue new design drawings and specifications as required.
- RFI responses.
- Notes from pre-construction meeting.
- Notes and photos from construction site visits.

SCOPE OF WORK

NE 99TH STREET - ROAD IMPROVEMENTS FROM NE 94TH AVENUE TO NE 117TH AVENUE (SR-503) (CRP #350722)

TASK 21. PROJECT MANAGEMENT

Subtask 21.1 Project Management and Administration

PM services will continue through the contract duration. HDR is the principal point of contact. The following items are included:

- A. Provide the management and coordination between the Consultant team and the County management staff.
- B. Track Consultant's contract costs and Earned Value on a monthly basis; prepare monthly invoices and summary reports.
- C. Prepare and administer Subconsultant contracts.
- D. Document Management.

Subtask 21.2 Project Coordination and Meetings

- A. Schedule and attend a Project Kickoff Meeting with the County, task leaders, and Subconsultants. Prepare and distribute a team member list, copies of the contract, and draft project schedule. Prepare meeting agenda and summary notes.
- B. Schedule and attend Project Management Team (Scott Fakler, Don Owings, Byron Perry, Tim Kraft, and Cassie Davis) meetings; and prepare the meeting agendas and summaries.
- C. Schedule and attend Consultant Project Team (Don Owings, Byron Perry, Will Hume, Tim Kraft, Senior Drainage Engineer, and Cassie Davis) meetings to coordinate the design. Prepare meeting agendas and summaries for the Consultant Project Team meetings.
- D. Attend design coordination meetings with agencies external to the Project Team, including: City of Vancouver, Clark Regional Waste Water District, and Clark Public Utilities. Prepare meeting agendas and meeting summaries.
- E. As principal point of contact, HDR PM will provide general day to day coordination with Clark County and project team members through the duration of the contract. Coordination includes:
 - o Project Management: Routine communication with the County Project Manager and Consultant team to efficiently manage the contract scope of work and budget. Communicate any scope and budget issues promptly.
 - o Survey: Coordinate with the County Project Manager and Survey Section Lead for information needed for the project design.
 - o Real Property Acquisition: Coordinate with the County Project Manager and Real Properties Lead to provide plan information and exhibits necessary to acquire property, permanent easements, and temporary construction easements.

- Environmental Permitting: Coordinate with the County Project Manager and Environmental Section Lead on information needed for environmental permits, along with plan and specification requirements related to environmental permitting and conditions.
- Public Outreach: Coordinate with the County Project Manager on exhibits required for public information (mailings) and exhibits for public "Open House" meetings during the project. Consultant will assist the County with preparation of materials and exhibits related to public involvement efforts. The County will be responsible for mailing any prepared material and for maintaining a project page on the County's website. Consultant will attend up to two (2) Open Houses to present design concepts and interact with the public. Attendance by up to 4 Consultant staff, including Project Manager and the Public Involvement task lead is included. Open Houses are assumed to last 4 hours, including set-up and clean-up.

Subtask 21.3 Project Schedule

- A. Prepare a project activity schedule in Microsoft Project for presentation to the County Project Management staff. The schedule will show appropriate milestones for the project including intermediate and final submittal dates for design documents, key decision points, and critical path.
- B. Document the completion of tasks listed in the project schedule on a monthly basis.
- C. Revise the project schedule monthly to reflect changes in the project schedule and submit updates with the monthly progress reports.
- D. Prepare an estimated construction schedule to accompany the 99% packet submittal. The schedule will show the project bid award date and phases for the project construction.

Subtask 21.4 QA/QC

Consultant shall prepare a project specific Design Quality Plan ("DQP") in conformance with Consultant's quality program, addressing the Services identified in the SOW.

Task 21 Assumptions:

- Design duration is 36 months beginning January 2015 and concluding December 2017.
- Project Kick-off meeting will be two hours in length and include the following Consultant team members: Project Manager, Roadway Lead, Traffic Lead, Stormwater Lead, Geotechnical Lead, Environmental Lead and Project Assistant.
- Project Management Team meetings will be up to one hour in length and include two Consultant team members: The Project Manager and one Senior Design Engineer. The meetings will occur monthly for the duration of the design and run concurrently with Project Management Team meetings conducted for CRP #390822, when both projects are underway – assumed for the first 24 months after NTP.
- Meeting agendas and meeting minutes will be combined for concurrent project meetings.
- Consultant Project Team meetings will be up to one hour in length and include the Project Manager and up to four Consultant team members. The meetings will occur monthly for the duration of the design and run concurrently with Consultant Project Team meetings conducted for CRP #390822, when both projects are underway.

- The kick-off meeting and Project Management Team meetings will be held at Clark County. The Project Team meetings will be held at OTAK's office in Vancouver.
- Design Coordination meetings will be up to two hours in length and include the Project manager and one other team member. Up to 12 meetings are included and will be held in Vancouver.
- Three revisions to the project schedule are included.
- QA/QC Plan will be based on Consultant QA/QC Program Requirements.
- Public Information support includes preparation of up to two (2), two page mailings for project area and up to six (6) 24"x36" displays and design roll plots for public open houses.

Task 21 Deliverables:

- Meeting agendas and meeting minutes in MS Word format, via email.
- Monthly progress report including schedule and invoices in PDF format, via email.
- Project Work Plan, with detailed Schedule in PDF format.
- Design Quality Plan in PDF format.

TASK 22. PRELIMINARY DESIGN

Subtask 22.1 Obtain & Review Existing Information

Consultant will review the base information provided by County and distribute to the Consultant team for review and completeness. Additional information needs will be requested through the Project Manager.

Consultant will conduct a half day preliminary field reconnaissance of the project site with up to four (4) staff to review and document existing corridor conditions. The Consultant team will prepare a multi-discipline existing conditions report documenting opportunities and issues throughout the project site with descriptive photo log, noting any discrepancy between the base map information and the observed conditions. Deficiencies will be noted and provided to Clark County for additional survey.

Subtask 22.2 NE 99th Street and NE 94th Avenue Intersection Design

Consultant shall develop and evaluate up to 3 alternative layouts for the 99th Street and 94th Street intersection including roundabouts. The evaluation will consider how best to handle projected traffic volumes for all movements at the intersection considering the impacts on adjacent land uses, property accesses, the environment, and the estimated short term construction and long term maintenance costs for each option considered. The preliminary results of the evaluation and the layouts will be presented to County staff before being finalized.

The final results will be documented in a technical memorandum along with a discussion of the preferred alternative.

Horizontal

Consultant shall develop a preliminary horizontal design of the preferred alternative that is chosen from the intersection alternative analysis. The preliminary design effort for the horizontal design includes:

- Splitter island and truck apron design.
- Signing and striping design.
- Multi-modal and ADA access design.
- Identification of sight distance requirements and landscaping height limits.
- Verification of roundabout performance checks.

The following performance check exhibits will be developed for the preferred roundabout option.

- Speed Curve Exhibits (identifying speeds for R1 through R5 curves).
- Sight Distance Exhibits (identifying stopping and intersection sight distance).
- Truck Turning Movement Exhibits.

Vertical

Consultant shall develop a preliminary vertical design of the preferred alternative that is chosen from the intersection alternative analysis. The preliminary vertical design effort for the intersection includes:

- Development of approach vertical alignments.
- Development of truck apron profile (if applicable).

Subtask 22.3 Conceptual Roadway Development and Intersection Layout

Consultant shall develop up to two (2) conceptual design alternatives for Project roadway design. Consultant shall use a straight alignment between the existing terminus of NE 99th Street and the proposed intersection with NE 94th Avenue and an alignment that curves north of the existing stormwater pond to minimize the impact to the landfill and associated facilities. Layouts should establish proposed design criteria for use at the Concept Review meeting with the County. The preferred preliminary intersection layout of NE 94th Avenue and NE 99th Street will be included in the Concept Roadway Development.

Subtask 22.4 Concept Review with County

Consultant will coordinate a meeting between Clark County and Consultant team to review recommended roadway improvements, determine design vehicle requirements, and establish geometry the project. The meeting will confirm the following design information:

- A. Alignment for the roadway between the existing terminus of NE 99th Avenue and the proposed intersection at NE 94th Avenue.
- B. Intersection/roundabout geometry to be used for the Intersection Plan.
- C. Design Vehicle.
- D. Curb Return Radii requirements.
- E. Required access control for adjacent driveways.

Subtask 22.5 Geotechnical Explorations, Infiltration Testing and Laboratory Testing

Subconsultant will conduct geotechnical drilling and sampling to explore subsurface conditions and conduct infiltration testing. A memorandum will be provided summarizing the findings in the explorations, as well as presenting the field infiltration test results. Specific tasks will include:

- A. Initial Site Geology Review – Subconsultant will review in-house and other selected information to assist in evaluating the local site geology.
- B. Mark Subsurface Explorations Locations and Infiltration Testing Locations – Subconsultant will visit the site to mark proposed locations for subsurface explorations and infiltration testing. Approximately 1 week prior to the field exploration, they will provide a map showing the locations and extent of the proposed explorations.
- C. Geologic Reconnaissance and Ground-Level Site Review – Subconsultant will walk the site and conduct an initial review of the site conditions. The deliverable will be a discussion of our observations that will be included with our geotechnical reporting.
- D. Traffic Control – Subconsultant will provide a traffic control plan (TCP) and on-site flagging. The TCP will be submitted to Clark County for approval. The TCP will address a minor road encroachment as well as a single lane closure for activities associated with drilling exploratory borings from the roadway surface.
- E. Exploration Work Plan – Subconsultant will prepare a brief Exploration Work Plan showing the proposed drilling locations, outlining the drilling and sampling procedures, and the traffic control plan prior to beginning the work. No fieldwork will be performed, other than initial site reconnaissance and marking exploration locations, before review and approval of the Exploration Work Plan by Clark County.
- F. Field Safety Plan – Subconsultant will develop a Field Safety Plan (FSP) for fieldwork for submittal to Clark County prior to the start of work. Subconsultant will provide a copy of the FSP to WSDOT if requested.
- G. Exploration Permissions – Subconsultant will obtain permissions required for the exploration work, assumed to be Clark County. Subconsultant assumes that other permissions, if required, will be obtained by Clark County, and that any access restrictions for areas such as wetland areas, environmental areas and archeological areas will be identified and provided prior to the field work.
- H. Utility Locates – Subconsultant will coordinate utility locating using the public "One Call" service.
- I. Perform Subsurface Explorations – Subconsultant will perform a total of 12 borings at approximate 500-foot spacing along the proposal alignment. Ten of the borings will be drilled to a depth of about 15 feet each unless practical refusal is encountered at a shallower depth. The 15-foot depth was established assuming that utilities would not be constructed at depths greater than 15 feet below existing grades. The remaining 2 borings will be drilled to a depth of about 50 feet unless practical refusal is encountered at a shallower depth. The borings will be observed by a geologist or engineer, who will provide a log of the subsurface soil and groundwater conditions encountered in the borings. The geologist or engineer will classify the materials encountered in the borings in general accordance with ASTM International (ASTM) Standard Practices Test Method D 2488. Upon completion of the initial exploration

program, soil samples acquired from the explorations will be returned to one of our soils laboratories for further examination and identification for laboratory testing.

- J. Perform Infiltration Testing – Subconsultant will complete six infiltration tests in accordance with the Washington State Department of Ecology (DOE) Stormwater Management Manual for Western Washington (SWMMWW). The infiltration tests will be completed by excavating small test pits by hand or by backhoe at two selected locations on the west end of the project and four locations on the east end of the project. Representative samples collected from within the infiltration zone will be selected for gradation (sieve) analyses in accordance with ASTM D 422 and ASTM D 1140 laboratory test methods. The saturated hydraulic conductivity rate (Ksat), as defined in the SWMMWW, will be determined based on results of the field tests and correlations to grain size as determined by ASTM D 422.
- K. Conduct Laboratory Testing – Subconsultant will conduct geotechnical laboratory testing including index property tests (water content, density, plasticity index, and sieve analysis, as appropriate), subgrade modulus tests (for pavement design) and consolidation tests (for settlement). The following are planned tests, as determined after the samples are examined in their geotechnical laboratory: six moisture content and density determinations; three fines content determinations (percent passing the U.S. No. 200 sieve); two Atterberg limits testing to evaluate plasticity characteristics; and one California Bearing Ratio CBR test on subgrade materials.
- L. Memorandum of Findings – Subconsultant will prepare a short memorandum or letter summarizing the soil conditions encountered in the explorations. The final geotechnical report will not be prepared and submitted with the 50% design package.

Subtask 22.6 Preliminary Utility Coordination

Consultant will perform utility coordination within the limits of the Project including:

- A. ID and Locate Existing utilities in Project Limits.
- B. Prepare Tech Memo summarizing conflicts and potential R/W needs.
- C. Initiate Contact with Utilities.
- D. Document Correspondence.

Subtask 22.7 Preliminary Stormwater Analysis

22.7.1 Conceptual Stormwater Planning

Subconsultant will develop up to three (3) options for meeting stormwater management requirements. Options to be considered include:

- A. Providing stand-alone water quality and flow control (infiltration) facilities.
- B. Using on-site stormwater management measures.
- C. Accommodating overflow connection from the county's system in NE 99th Street east of SR-503.

This work element includes the following activities:

- A. Identify up to three alternative locations for water quality treatment and flow control facilities.

- B. Develop conceptual layouts for stormwater facilities at the alternative sites.
- C. Meet with the County to select a preferred alternative.

22.7.2 Project Site Hydrologic Analysis/Stormwater Facility Sizing

Consultant will develop hydrologic models for sizing each stormwater facility proposed. All facilities, including on-site stormwater management BMPs, will be designed to meet the requirements of the Highway Runoff Manual. Specifically, the tasks in this section include:

- A. Evaluate existing drainage conditions, structures, and facilities.
- B. Delineate catchment and Threshold Discharge Area (TDA) boundaries for each facility.
- C. Develop existing conditions hydrologic models for each TDA using MGS Flood or an equivalent hydrology model.
- D. Develop proposed conditions models for each TDA using MGS Flood or an equivalent hydrology model.
- E. Size each treatment and flow control facility and determine the approximate area requirements.

22.7.3 Preliminary Stormwater Technical Information Report (TIR)

A preliminary stormwater report will be prepared to county standards describing the work performed in Tasks 22.7.1 through 22.7.2. The report will follow the format for a preliminary TIR in the Clark County Supplemental Stormwater Manual. The draft report will be submitted to the County for review. Revisions will be made, and a final report will be delivered to the County.

Task 22 Assumptions:

- County will be responsible for all elements of any project right-of-way (including right-of-way abutting WSDOT) needs including but not limited to, right-of-way plans, title reports, easements, appraisals and right-of-way estimates, etc.
- County will provide a complete base map with existing right-of-way, easements, and legal encumbrances; and topographic survey including surface features, underground utilities (as located by One-call), and control (both vertical and horizontal). All information provided will be prepared in accordance with Clark County CADD practices.
- Utility Coordination will be based on information included in the Topographic Survey provided by Clark County.
- Consultant will obtain all utility as-built information and verify missing utilities.
- The Concept Review Meeting will take place at Clark County and will include County staff and up to three Consultant staff for up to two hours.
- Design Vehicle will be determined at the Traffic Analysis Review meeting.
- Consultant assumes that they will be allowed to drill subsurface explorations in Clark County right-of-way and County-owned property.
- Road encroachment and lane closure permits will be facilitated and provided by Clark County for Clark County right-of-way.
- Other permissions, if required, will be obtained by Clark County, and any access restrictions for areas such as wetland areas, environmental areas and archeological areas will be

identified and provided to Consultant by other team members or Clark County prior to the fieldwork.

- Drilling will be allowed during normal daylight hours.
- All borings will be completed in one sequential drilling operation together with the explorations for the NE 99th Street and SR-503 project.
- The borings can be drilled using a truck-mounted drill rig.
- Hazardous materials will not be encountered during drilling or test holes. If hazardous materials are encountered during drilling or infiltration testing, the driller/geotechnical engineer will stop field operations, place the driller and crew on stand-by, and notify County to discuss how to proceed.
- Treatment facilities will be located within the existing road right-of-way or new right-of-way associated with the street improvements.
- Shallow infiltration using on-site stormwater management techniques will be the primary focus of the evaluation.
- The installation of deeper, Underground Injection Control systems will be required in some locations and for intersection too.
- Soils within the project area are receptive to long term infiltration as a means for stormwater disposal.
- Documentation of the facility designs shall be provided in the Stormwater Technical Information Report.
- No more than two revisions to facilities will be required as part of project development.
- State requirements will apply to this project assuming greater than 5,000 square feet of new impervious area will be added.
- Stormwater treatment facilities and on-site stormwater management BMPs will be designed per the WSDOT Highway Runoff Manual.
- Documentation of the facility designs shall be provided in the Stormwater Technical Information Report (See 22.7.3).
- An electronic copy and three hard copies will be provided to the county for both the draft and final copies.
- Only one review of the Preliminary Stormwater Technical Information Report will be required.

Task 22 Deliverables:

- Existing Conditions Report, with photo log in PDF format.
- Conceptual design alignment and intersection layout for Concept Review Meeting in roll plots.
- Aerial map with alternate layouts for intersection geometry, preliminary stormwater facilities, and signal layout.
- One electronic copy of the Geotechnical Exploration Work Plan (in PDF format) that shows the boring locations, including the FSP and TCP, at least 5 business days prior to the beginning of the fieldwork.
- One electronic copy of a Geotechnical Memorandum of Findings (in PDF format) approximately 1 week after completing the fieldwork. Boring logs and laboratory testing results will not be prepared and submitted until the 50% design phase.
- Draft and Final Preliminary Stormwater Technical Information Report (in PDF format).

TASK 23.50% DESIGN PHASE

The 50% Design phase provides the first complete layout of the design. The primary purpose of this phase is for the project team to determine roadway geometry, conceptual drainage layout, and identify right-of-way requirements necessary for the County to develop the right-of-way plans for property acquisitions. Additionally, the Consultant will confirm the location of environmental boundaries, determine preliminary environmental impacts, provide information to utility providers for conflict review, begin constructability review with the County Construction Section, and to communicate project assumptions and challenges

Subtask 23.1 Prepare Draft Geotechnical Report for Roadway

Consultant will provide a draft geotechnical report summarizing the results of the geotechnical exploration, laboratory testing, and analysis. The report will provide geotechnical engineering design parameters and construction recommendations for the project elements. Specific items that will be addressed in the report will include:

- A. The depth and characterization of subsurface materials encountered in the explorations.
- B. Depth of groundwater if encountered.
- C. The presence of problem soils such as fill, soft or loose soils, and organic soil.
- D. The suitability of using on-site materials for embankments.
- E. Acceptable imported materials.
- F. Dry and wet weather construction considerations.
- G. Geotechnical design and construction information for earthwork, including drainage criteria, backfill material specifications, fill placement and compaction specifications.
- H. Geotechnical design parameters for retaining structures, including lateral earth pressures (active, passive and seismic), allowable soil bearing pressures, allowable lateral sliding coefficient(s).
- I. Typical International Building Code (IBC) seismic coefficients for the project area.
- J. Results of the infiltration testing and recommended infiltration values and connection factors based on the Ecology Stormwater Management Manual for Western Washington.
- K. Pavement design recommendations, including aggregate base and asphalt pavement section thicknesses, and general material requirements for subgrades, aggregate base material and asphalt concrete.
- L. A discussion of the geotechnical engineering impacts and precautions of filling adjacent to the landfill and landfill liner.
- M. A site plan showing the location of the borings will be included in the report.
- N. Boring logs.
- O. Laboratory test results will be provided in the report appendix.

Subtask 23.2 Stormwater Design

Based upon the TIR, Stormwater plans for this phase will include the following:

- A. Stormwater plan sheets showing locations and approximate sizes of facilities and conveyance system.
- B. Erosion Control plan sheets.

Subtask 23.3 Roadway Design

Consultant shall develop plans that include a title sheet, index of standard drawings, typical sections, general construction sheet with major construction callouts, cut/fill lines, buried utility detail, intersection layouts, roundabout layout and channelization (as applicable), and striping, preliminary wall layouts, vertical and horizontal alignment, special details, utility relocations, existing right-of-way and anticipated easements and acquisitions, fences, etc. In addition, the roadway plans shall identify anticipated utility conflicts and relocations.

Subtask 23.4 Engineer's Opinion of Probable Cost

The Consultant shall prepare an "order of magnitude" Engineer's Opinion of Probable Cost, comprised of significant pay items for all disciplines required by the Project. Preliminary estimating aids, or Consultant and industry design aid charts, may be used for the development of this estimate. Quantities of major bid items will be included. However, not all bid items will be known at this point. For mobilization costs associated with all pay items, Consultant shall use ten percent (10%) of the base item costs. For contingency costs associated with all pay items, the Consultant shall use twenty-five percent (25%) of the base item costs.

Task 23 Assumptions:

- The draft and final Geotechnical Engineering Report will be a consolidated report for all related projects (at this time this includes the NE 99th Street from 94th Avenue to 117th Avenue Project and the NE 99th Street/SR-503 Intersection Project and associated water and sanitary sewer installation).
- The roadway design shall meet WSDOT Design Manual and Clark County Road Standards and applicable County Code.
- The stormwater detention and treatment design shall meet the Clark County Stormwater Ordinance, but could also be influenced by other state and federal agencies, such as the State Department of Ecology and the Washington State Department of Transportation.
- Environmental investigations to support the design and permitting processes will commence during this phase. This work is likely to include environmental research, wetland delineation, and hazardous materials investigations.
- Clark County will prepare Right-of-Way plans consistent with County and WSDOT standards, as appropriate.
- Clark County will complete Project Funding Estimate.
- Total retaining walls assumed for the project are five non-structural walls (1 foot to 4 feet high), five structural walls 4 feet to 8 feet high and five structural walls that are between 8 feet and 12 feet high.
- Wall types may vary depending on the geotechnical parameters and the cut/fill requirements at each location.

Task 23 Deliverables:

- Draft Geotechnical Report & Recommendations in PDF format.
- Final Geotechnical Engineering Report (in PDF format) addressing consolidated comments from Clark County.
- Aerial photograph with project line work, including catch points & proposed right-of-way (1:50 scale).
- 50% Design Plans.
- Engineer's Opinion of Probable Cost.

TASK 24. PERMITTING PLAN PHASE

Subtask 24.1 Permitting Plan Development

The Permitting Plan phase shall be completed to the level where Environmental Permits can be developed for all "primary" permits for the project. These permits are typically related to protected species, wetlands, streams/waterways, and stormwater. This phase is also used to further develop the right-of-way plans for final property and easement acquisitions. This phase will:

- A. Establish final vertical and horizontal layout of the alignment.
- B. Establish final intersection layout (including curb return, roundabout, and curb ramp info).
- C. Develop signings/stripping plans.
- D. Develop signal/lighting design layout.
- E. Develop Wall – Plan & Profiles.
- F. Determine final wetland delineation locations.
- G. Establish final buffer locations.
- H. Identify final cultural/archaeological avoidance area locations.
- I. Identify final drainage layout.
- J. Determine final stormwater facility design.
- K. Identify and show potential construction staging areas.
- L. Develop preliminary traffic control plans.
- M. Develop preliminary landscape plans.
- N. Update utility locations; conflicts identified.
- O. Prepare County Road modification and WSDOT Deviation requests (as required).
- P. Complete Initial Stormwater Technical Information Report (TIR).
- Q. Prepare roadway typical sections.
- R. Prepare detail sheets as needed.
- S. Prepare erosion control plan sheets.
- T. Include a spreadsheet from the 50% review to document the review comments, recommendations for action, and responses from these submittals. The spreadsheet will be updated at each subsequent design review.

Subtask 24.2 Prepare Environmental Documentation

24.2.1 Hazardous Material Discipline Report (HMDR)

The Consultant will perform a Phase I Environmental Site Assessment in general accordance with ASTM 1527-13 to prepare a discipline report using WSDOT guidance for Hazardous Materials Discipline Reports (WSDOT Environmental Procedures Manual, Chapter 447, June 2014). The Consultant will:

- A. Obtain a regulatory database search of the Site and surrounding properties that will include American Society of Testing and Materials (ASTM)-prescribed federal, state, tribal, and local databases within the ASTM-prescribed search distances.
- B. If determined to be necessary, Consultant will complete file reviews for sites listed in the database that, in the view of Consultant, may pose an impact to the Site.
- C. Review historical information for the Site, as applicable and available, according to the determination of the Consultant environmental professional. Sources of historical information will include aerial photography, USGS 7.5-minute topographic maps, fire insurance maps, local street directories.
- D. Perform a site reconnaissance of the subject property and surrounding properties, in accordance with the guidance provided in the ASTM standard. The site reconnaissance will be conducted in order to identify potential Recognized Environmental Conditions located on the subject property, or on surrounding properties with the potential to impact the subject property.
- E. Conduct interviews with local government officials who may have specific information on the property, including the local fire department, health department, planning department, and historical society/library, to determine any additional information on the historical land use of the subject property and surrounding properties.

24.2.2 Critical Areas Report/Mitigation Plan

The Consultant will prepare a critical areas report for the project. The report will address floodplains, critical aquifer recharge areas, wetlands, geologic hazards, shorelines, and habitat areas.

The Consultant will perform a wetland determination for the project site to determine the presence and absence of wetlands and other waters on the site. The presence of wetlands will be determined using the Washington State Wetland Delineation Manual, 1987 Wetland Delineation Manual, and Mountains, Valleys, and Coast Regional Supplement. The ordinary high water mark (OHWM) will also be determined for all waters using the DOE and United States Army Corps of Engineers (USACE) requirements. Data points, photographic points, and any identified features will be recorded via handheld GPS. This information will be uploaded into GIS and overlain on maps. Consultant will prepare a waters and wetlands determination section in the critical areas report based on the final mapping and field investigations. The critical areas report will also include conceptual mitigation design for wetland and buffer impacts, if appropriate.

A geotechnical report will be prepared as part of a separate task but will be summarized in the critical areas report to address the requirements of the critical areas ordinance requirements.

24.2.3 Endangered Species Act Section 7 Consultation

NEPA will trigger the need for the FHWA to satisfy Section 7 of the Federal Endangered Species Act (ESA). Consultant shall prepare a no effect determination for threatened and endangered species and critical habitat for the project area. Consultant will conduct a site visit as part of Task 24.2.2 to document existing conditions and on site habitat characteristics. The no effect determination will include:

- A. Background information concerning listed species and designated critical habitat within the project area.
- B. Analysis of effect to listed species and critical habitat.
- C. Conservation measures as appropriate developed in coordination with Clark County.

24.2.4 Technical Noise Analysis

Consultant shall prepare a technical highway noise impact and mitigation analyses for the proposed project in conformance with the Federal Highway Administration (FHWA) regulations (23 CFR 772) and the WSDOT Traffic Noise Policy and Procedures (WSDOT, 2011).

Ambient Noise Monitoring and Land Use Evaluation - Consultant shall monitor noise levels at a maximum of eight (8) locations to use in validation of the noise model and documentation of existing noise levels. Traffic counts will be taken concurrent with noise measurements at locations where traffic is the dominant noise source. In locations where other sources dominate, a description of the contributing sources will be provided. Photographs of microphone placement will be taken at each monitoring location. Consultant shall note noise-sensitive land uses in the field for use in receptor placement during noise modeling.

Traffic Noise Model Analysis - Consultant shall analyze project impacts using the FHWA Traffic Noise Model (version 2.5), and following the guidance in the WSDOT Traffic Noise Analysis Abatement Policy and Procedures (WSDOT, 2011).

Data collected during ambient monitoring will be used to validate the noise model. Following validation, existing traffic and existing alignment data will be used to estimate existing year sound levels at representative receptors. Future design year no-build traffic data and existing alignment data will be used to estimate future No Build sound levels at representative receptors.

Design year traffic data and proposed road configurations will be used to estimate future sound levels at representative receptors. Modeling based on a.m. and p.m. peak hour traffic data will be performed to establish peak noise hour conditions. The effects of topographic features will be included in the analysis as necessary. Developments which have already received local building permit approvals will also be included as model receptors in the analysis.

Traffic Noise Mitigation Analysis - Consultant shall analyze mitigation measures where noise impacts are predicted. Mitigation measures will be restricted to include traditional barrier reduction methods only. Potential impacts to future land uses in the context of existing and planned comprehensive land uses will be discussed.

If sound barriers are recommended, 30% wall alignments will be provided in the Noise Discipline Report. Final design level wall configurations are not included in this scope of work.

Prepare Noise Discipline Report. Consultant shall prepare a draft Noise Discipline Report that complies with the requirements of the WSDOT Environmental Procedures Manual (EPM), and which will be provided to the County for review in electronic format. The Noise Discipline Report will include a description of the proposed project; a discussion of the regulatory framework for noise evaluations; a discussion of methodology; and a presentation and discussion of the analysis results. County comments will be incorporated or responded to, and a final Noise Discipline Report will be prepared.

24.2.5 Environmental Justice Evaluation

To support the County's preparation of the NEPA DCE, the Consultant shall conduct an environmental justice analysis for the Project consistent with the WSDOT EPM and Title VI requirements. The Consultant shall compare demographic information of the population within the study area to the larger county base and determine if Title VI populations reside within the project limits that exceed the characteristics of the county as a whole. Demographic maps shall be provided in the report. Minimization measures for Title VI impacts shall refer the reader to minimization measures for other appropriate resources (e.g., noise, air quality, transportation) and be developed in coordination with the County. The information shall be summarized in a technical memorandum.

Task 24 Assumptions:

- The County will arrange all rights of access.
- County will be responsible for preparation of the SEPA Checklist and NEPA DCE.
- Comments on the Draft Reports will be provided to the Consultant in one consolidated comment form from the County and/or one consolidated comment form from WSDOT.
- Air quality analysis is not required as the Level of Service (LOS) expected at the intersection of NE 94th Avenue and NE 99th Street will be LOS A, B, or C.
- No invasive site work, quantitative chemical analysis, asbestos, lead-based paint, components of building materials, radon, wetlands, archaeological or threatened & endangered species reviews are included in the scope of the Hazardous Materials Data Report (HMDR).
- Consultant assumes that file reviews can be completed electronically for the HMDR. If Consultant is required to review extensive documents on a site at the appropriate Federal or state agency, additional cost may be incurred.
- The ASTM Standard requires a real-estate assessment to be completed in the event there is a significant devaluation of the subject property due to an environmental condition. Consultant's professional services do not include this assessment, and this will be noted as an exception to the ASTM Standard.
- This task covers the HMDR only, and does not include any services related to additional investigation of any portion of the Site and/or Phase I or Phase II ESA services related to acquisition of right-of-way or easements.
- This Phase I ESA will be used for the HMDR. Depending on the timing of the project, separate Phase I ESA reports may be needed to support acquisition of right of way or easements. Where supporting property acquisition, the ASTM Standard defines the "Shelf Life" for Phase I Reports as 180 days. If closing does not occur within 180 days of the completion of the Phase I ESA used to support acquisition, an update of the Phase I ESA may be required.

- Floodplains, shorelines, and habitat as defined in the critical areas ordinance are not present for the project and will not require impact or mitigation analysis in the critical areas report.
- The project is located in a Category II critical aquifer recharge area, however, the project does not require a permit per the Critical Areas Ordinance and further analysis of the impacts and mitigation of this resource is not required.
- Mitigation planning will be limited to impacts to wetlands and wetland buffers. Mitigation will occur on site and will not exceed 1 acre of mitigation area. Mitigation will not include wetland creation, groundwater evaluation, or grading.
- Fieldwork for both this project and project CRP#390822 for intersection improvements will be completed simultaneously.
- No threatened or endangered species occur in the project area resulting in a no effect determination that will not require consultation with NMFS or USFWS.
- Stormwater analysis per the WSDOT Biological Assessment Manual will not be required.
- Impacts to environmental justice (EJR) populations are not expected within the project area.
- No Section 4(f), Section 6(f), floodplains or cropland occur in the project area.
- County will be responsible for posting notice of actions or legal notices.
- County will be responsible for payment of any fees, taxes, or other expenses associated with the filing of the permits.
- Modification of the NPDES Industrial Stormwater Permit for the Leichner landfill is not included in this scope of work.

Task 24 Deliverables:

- Plans sufficient for completion and submission of all "primary" permits.
- Plans sufficient to provide updated Right-of-Way plans (by the County) for properties ready to be acquired.
- Initial Stormwater Technical Information Report (TIR).
- Staging and Construction Easements identified.
- Critical Areas Report.
- Noise Discipline Report.
- Phase 1 ESA.
- ESA No Effect Determination Memorandum.

TASK 25. 90% DESIGN PHASE

Subtask 25.1 90% Plans

The 90% design will incorporate review comments from the Permitting Plan Phase submittals, incorporate environmental requirements/plans, design elements related to property acquisitions or easements, and finalize all other design elements. This phase includes:

- A. 90% roadway design plans.
- B. 90% intersection/roundabout plans.
- C. 90% wall design plans.
- D. 90% signing/stripping plans.

- E. 90% drainage plans.
- F. 90% stormwater facility plans.
- G. 90% traffic control plans.
- H. Driveway design plans (driveways requiring plan/profile).
- I. Draft construction specifications; special provisions; bid proposal.
- J. Final stormwater plan (TIR).
- K. Construction staging areas.
- L. Construction plans from utilities (if required).
- M. Cross sections.
- N. Updated Engineer's Opinion of Probable Cost.

Subtask 25.2 90% Stormwater Design

25.2.1 Project Site Hydrologic Analysis/Stormwater Facility Sizing

Hydrologic models developed during the preliminary design phase will be revised as necessary to address changes that have occurred during the design process. This will include:

- A. Revise catchment and Threshold Discharge Area (TDA) boundaries for each facility.
- B. Revise proposed conditions models for each TDA using MGS Flood or an equivalent hydrology model.
- C. Size each treatment and flow control facility and determine the approximate land area requirements.

25.2.2 Corridor Stormwater Conveyance Analysis

Onsite stormwater collection and conveyance systems will meet the requirements of the WSDOT Hydraulics Manual. Scope of work includes:

- A. Delineation of basins tributary to each collection system.
- B. Calculation of flow rates for the 10-year, 25-year, and 100-year storm at each collection point.
- C. Design of collection systems.
- D. Design of conveyance systems, including a backwater analysis.
- E. Design of inlets and lateral connections.

25.2.3 Final Stormwater Technical Information Report

A Final TIR will be prepared to county standards describing the work performed in Tasks 25.2.1 through 25.2.2. The report will follow the format for a final TIR in the Clark County Supplemental Stormwater Manual.

The draft report will be submitted to the County for review. Revisions will be made, and a final report will be delivered to the County.

25.2.4 Stormwater Pollution Prevention Plan

The NE 99th Street project will likely disturb more than 1 acre of land. Per the DOE and Clark County, a Stormwater Pollution Prevention Plan (SWPPP) will be required. This task is to prepare a SWPPP and file the required Notice of Intent (NOI) with the DOE, and will include the following:

- A. A narrative that documents and justifies the pollution prevention decisions made for the project.
- B. Seasonal work limitations.
- C. How each of the 12 elements of ESC as listed in the SMMWW will be met.
- D. Calculations supporting the design of sediment traps, ponds, or other measures if applicable.
- E. The draft SWPPP will be submitted to the County for review. Revisions will be made, and a final SWPPP will be delivered to the County.
- F. Complete Notice of Intent Application with DOE.
- G. Publish Notice in Reflector for two consecutive weeks.
- H. Submit SWPPP to DOE.

Task 25 Assumptions:

- State requirements will apply to this project assuming greater than 5,000 square feet of new impervious area will be added.
- Stormwater treatment facilities and on-site stormwater management BMPs will be designed per either the SMMWW or the WSDOT Highway Runoff Manual.
- Documentation of the facility designs shall be provided in the Stormwater Technical Information Report (See 25.2.3).
- Conveyance system design shall follow the requirements listed in the WSDOT Highway Runoff Manual.
- An electronic copy and three hard copies of the SWPPP will be provided to the county for both the draft and final copies.
- Only one review of the SWPPP report will be required.

Task 25 Deliverables:

- 90% Plans, Specifications, and Engineer's Opinion of Probable Cost (PDF format).
- Final Stormwater TIR (PDF format).
- Utility Coordination relocation plans (PDF format).
- Cross Sections (PDF format).
- Draft and Final SWPPP (PDF format).
- Electronic submission of NOI.

TASK 26.99% DESIGN PHASE

This submittal is intended for a final review by County prior to contract plans being printed and advertised.

Task 26 Assumptions:

- Only minor updates to the 90% submittal are required.

Task 26 Deliverables:

- Updated 99% Plans, Specifications, and Engineer's Opinion of Probable Cost.

TASK 27. FINAL PLAN, SPECIFICATIONS & ESTIMATE (PS&E)

The final PS&E submittal will include all documents needed for County construction bid advertisement and construction.

- A. Signed construction documents (34"x22") – plans & specifications (internal and from utilities).
- B. Electronic copies of construction plans, specifications, engineer's estimate, geotechnical report, and grade sheets.
- C. Approved stormwater report (TIR).
- D. Final Engineer's Opinion of Probable Cost.

Task 27 Assumptions:

- Only minor updates to the 99% submittal are required.

Task 27 Deliverables:

- Signed construction documents (34"x22") – plans and specifications (internal and from utilities).
- Electronic copies of construction plans (in AutoCAD format), specifications, engineer's estimate, geotechnical report, and grade sheets.
- Approved stormwater report (TIR).

TASK 28. BID PERIOD & CONSTRUCTION SUPPORT

Subtask 28.1 Bid Support

- A. Answer design related bid inquiry questions relayed by the County from bidders.
- B. Attend pre-bid meeting.
- C. Prepare up to two addenda, each requiring: 16 hours of Project Engineer, 8 hours of Staff Engineer time, 16 hours of CADD, 2 hours of QA/QC personnel time, 2 hour of Project Manager time, and 8 hours of support time.

Subtask 28.2 Construction Support

Provide engineering services during construction, including submittal review, responding to requests for information and attendance at construction progress meetings, as requested by County.

28.2.1 Review and Respond to Submittals

- A. Review and provide written responses to submittals summarizing review results and recommended actions within ten (10) working days after receipt of submittal.
- B. Submittal review shall determine if the items covered by the submittals will, after installation or incorporation in the work, conform to the requirements of the construction documents and be compatible with the design concept of the completed project as a functioning whole as indicated in the construction contract documents. Submittal review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the construction contract documents) or to safety precautions or programs incident thereto.
- C. Submittal review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication process, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that Consultant has reviewed the entire assembly of which the item is a component. Consultant shall not be responsible for any deviations from the contract documents not brought to the attention of Consultant in writing by the Contractor. Consultant shall not be required to review partial submissions nor those for which submissions of correlated items have not been received.

28.2.2 Review and Respond to Substitution Requests

Review and provide written responses, drawings, and technical information associated with substitutions or changes as requested by County.

28.2.3 Review and Respond to Requests for Information (RFI)

Review and provide written responses to RFIs and provide design clarifications during construction within three (3) working days after receipt of request.

28.2.4 Attend Project and Construction Contractor Meetings

Attend pre-construction, project and construction contractor meetings; participate in County project meetings and construction contractor meetings as requested by County.

28.2.5 Field Assistance and Meetings

Conduct site visits per permit requirements, design specification, confirmation, and resolution needs, at the County's request.

Task 28 Assumptions:

- Bid Period and Construction support will be limited to the budget provided.
- County will distribute copies of the SWPPP to the contractor.
- "As-built" drawings are not a part of this Scope of Work.
- Level of effort assumes up to 10 submittal responses and up to 5 resubmittal responses.

- Submittal review and response will require an average of 2 hours of Staff Engineer time, 1 hour of Project Engineer time for submittal responses, 2 hours of Staff Engineer time, and 1/2 hour of Project Engineer time for resubmittal responses.
- Consultant will write a summary memorandum of comments rather than annotate all copies of the submittal. It is anticipated only three (3) submittals will require direct annotations.
- Consultant will not be required to track submittal review labor hours or costs for individual submittals.
- The County Construction Administrator will review schedule, progress payments, and contractual issue submittals from the general contractor(s). The general contractor(s) will not be allowed to submit multiple submittals for the same basic topic that unnecessarily increases the number of submittals.
- Consultant will not be required to re-write its review comments to incorporate County or construction manager comments.
- Level of effort assumes up to five substitution or change requests by County.
- Substitution requests will require an estimated average of 5 hours of Project Engineer time, 10 hours of Staff Engineer time, 3 hours of QA/QC or Project Manager time, and 12 hours of CAD time for each substitution or design change request.
- Level of effort assumes up to 10 RFI responses.
- RFIs will require an estimated average of 3 hours of Staff Engineer time and 1 hour of Project Engineer time.
- Preconstruction meeting will require Consultant and Project Engineers for a 3 hour meeting and site visit.
- Consultant's Project Manager and/or Project Engineer will attend up to 6 meetings.
- Construction contractor meetings will occur on a weekly basis. Each meeting will be held at the Contractor's office and take an average of 2 hours.
- Construction will be done over a period of 24 months and up to 12 construction site visits are planned; site visits will follow construction meetings.
- All site visits will be requested by County.
- Consultant's Project Engineer and/or Staff Engineer will spend up to 2 hours per site visit, and Consultant's Project Manager will attend a total of 5 site visits.

Task 28 Deliverables:

- Written responses to Contractor questions.
- Addenda as needed.
- Submittal and resubmittal responses.
- Written responses to substitution or change request.
- Issue new design drawings and specifications as required.
- RFI responses.
- Notes from pre-construction meeting.
- Notes and photos from construction site visits.

Exhibit B
DBE Participation

Not Applicable

Agreement Number: 695050

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

Field collection topographical survey data reduced and provided by Clark County in AutoCAD Civil 3D 2013 Format.

Right-of-way plans provided by Clark county in AutoCAD Civil 3D 2013 format.

All topographic survey data supplied by the consultant shall be in AutoCAD format.

B. Roadway Design Files

Clark County provided preliminary alignments, profiles, and roadway corridors in AutoCAD format.

C. Computer Aided Drafting Files

All drawing files provided will be in AutoCAD 2013 or AutoCAD Civil 3D 2013 format.

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

The county may choose to review the product at any time in consultation with the Consultant, but standard review periods (e.g. at 50% design) are established elsewhere in the scope.

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

Preliminary Plans - PDF (half size plan sheets)

Final electronic design files - All AutoCAD drawing (.dwg) files, include Civil 3D files, in formats above and PDF (half size and full size plan sheets)

Grade sheets (Staking sheets) (Excel format)

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

Topographical survey in format above

Roadway alignment in format above

Agreement Number: 695050

II. Any Other Electronic Files to Be Provided

- Reports - FDP
- Specifications - Microsoft Word
- Estimates - PDF and Microsoft Excel
- Exhibits (for open houses, etc.)- TBD
- GPS / GIS data - in formats matching survey data provided by Clark County
- Electronic copy of Stormwater Technical Information Report
- Electronic copy of the final VE report (in PDF format)
- Electronic copy of Stormwater Pollution Prevention Plan (SWPPP)
- Electronic copy of Geotechnical Exploration Work Plan (in PDS format)
- Electronic copy of Noise Discipline Report

III. Methods to Electronically Exchange Data

- A. Agency Software Suite: Microsoft Office Professional Plus 2010
- B. Electronic Messaging System: E-mail (MS Outlook in suite above)
- C. File Transfer Format: An ftp site will be set up, as necessary, to transfer large files. In addition, files can be copied to a disc for delivery, is necessary.

A. Agency Software Suite

Agency Software Suite: Microsoft Office Professional Plus 2010

B. Electronic Messaging System

Electronic Messaging System: E-mail (MS Outlook in suite above)

C. File Transfers Format

File Transfer Format: An ftp site will be set up, as necessary, to transfer Large files. In addition, files can be copied to a disc for delivery, if necessary.

Exhibit D
Prime Consultant Cost Computations

See Attached

Agreement Number: 695050



**Washington State
Department of Transportation**

Lynn Peterson
Secretary 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

July 8, 2014

HDR Engineering, Inc.
2600 Park Tower Drive, Suite 100
Vienna, VA 22180

Subject: Indirect Cost Rates (ICR) FYE 2013

Dear Mr. Michael F. Brainard:

Transmitted herewith is the WSDOT Audit Office's memo of acceptance of your firm's FYE 2013 ICR. This approval is good until 180 days following your firm's FYE 2014 closing date and is good for all WSDOT agreements including Local Agency contracts. If you have questions regarding this approval, please contact me at 360-705-7106.

Sincerely,

A handwritten signature in black ink, appearing to read 'Erik K. Jonson'.

Erik K. Jonson
Manager, Consultant Services Office

EKJ:kal



July 2, 2014

TO: Erik Jonson, WSDOT Contracts Administrator

FROM: Martha Roach, Agreement Compliance Audit Manager **MR**

SUBJECT: HDR Engineering, Inc. Indirect Cost Rate
Fiscal year end December 28, 2013

The Nebraska Department of Roads (NDOR) has concluded their cognizant review of HDR Engineering, Inc. for the above referenced fiscal year. NDOR is the Cognizant State for HDR Engineering, Inc.. As such NDOR has performed its cognizant review and accepted the audit performed by Ernst & Young, LLP. NDOR provided us a copy of the acceptance letter along with the CPA audit report.

Based on NDOR's acceptance of HDR Engineering, Inc.'s Indirect Cost Rate, we are issuing this letter establishing HDR Engineering, Inc.'s rate for the fiscal year ending December 28, 2013, at 158.08% of direct labor (rate includes 0.1547% Facilities Cost of Capital).

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

WSDOT would like to note that HDR's timekeeping policy does not require exempt employees to track all hours worked - specifically exempt staff who work exclusively indirect hours in a given work week are not required to track the hours above the standard 40 hour work week. This policy results in uncompensated overtime being understated on the indirect cost rate schedule. The indirect cost rate is not a true reflection of the firm's actual total labor. In addition, the firm's policy states that employees may charge partial day absences to indirect labor when accruals for paid time off are exhausted. For fiscal year 2013, this resulted in 1,833 negative hours for exempt employees that are carried forward to the next fiscal year.

It is our expectation that firms track all hours worked (both direct & indirect) on timesheets for exempt staff, including hours over 40 per week. We discussed the firm's uncompensated overtime at length with Michael Brainard, Director of Government Compliance, but we were unable to come to an agreement.

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

MR:it

Attachment

cc: Steve McKerney
File:



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ROADS

Randall D. Peters, P.E., Director - State Engineer
1501 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759
Phone (402) 471-3567 • FAX (402) 479-4325 • www.transportation.nebraska.gov

June 30, 2014

Report No. 2014-144

HDR Engineering, Inc. and Subsidiaries
8404 Indian Hills Drive
Omaha, NE 68114

Chad Hartnett, Treasurer, Controller, and Director of Accounting

Subject: Review of FYE December 28, 2013 Indirect Cost Rate Audit performed by Ernst & Young, LLP.

We have completed a cognizant review of the Independent-Certified Public Accountant (CPA) audit and supporting work papers, of the Indirect Cost Rates of HDR Engineering, Inc. and Subsidiaries, for the year ended December 28, 2013. This review was conducted in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7.

Our review consisted of discussions with HDR officials and a review of Ernst & Young LLP's audit report and audit working papers to ensure that the Indirect cost rate was performed in accordance with Government Auditing Standards, and that the schedule of indirect costs was prepared in accordance with accounting practices prescribed in 48 CFR Part 31 of the Federal Acquisition Regulations. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

We concurred with the results of Ernst & Young LLP's audit of HDR Engineering, Inc. and Subsidiaries Year Ending December 28, 2013 overhead rate with one exception: an adjustment of (\$862,336) or (0.276%) relating to financial statement audit differences. HDR Engineering, Inc. concurred with this adjustment.

Accordingly, we recommend acceptance of the following rates:

Combined Indirect Cost Rate	157.93%
Facilities Capital-Cost of Money	0.1547%

The accepted overhead rate schedule has been included with this letter as Attachment A.

James A. Dietsch
Highway Audit Manager

HDR ENGINEERING, INC. AND SUBSIDIARIES

STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 28, 2013

	As Proposed by Consultant			Audit Team Adjustments		Accepted	
	Actual	Unallowable	FAR Ref.	Proposed	Adjustment		FAR Ref.
DIRECT LABOR	\$ 312,187,566	4,556	1.	\$ 312,192,122			\$ 312,192,122
FRINGE BENEFITS:							
Vacation	\$ 39,577,125			\$ 39,577,125			\$ 39,577,125
Holiday	14,739,249			14,739,249			14,739,249
Sick Leave	331,593			331,593			331,593
Payroll Taxes	38,682,930			38,682,930			38,682,930
Group Insurance	40,662,638			40,662,638			40,662,638
Retirement Benefits	20,830,551	(25,656)	2.	20,804,895			20,804,895
Total Fringe Benefits	154,824,086	(25,656)		154,798,430			154,798,430
GENERAL OVERHEAD:							
Indirect labor:							
General	\$ 133,733,207	(2,527,003)	3.	\$ 131,206,204	\$ (1,038,413)	21.	\$ 130,167,791
Marketing	38,075,155	(118,730)	4.	37,956,425			37,956,425
Travel and expenses - general	8,883,749	(1,823,783)	5.	7,059,966			7,059,966
Employees' expenses	22,055,082	(3,210,143)	6.	18,844,939			18,844,939
Supplies	285,519			285,519			285,519
Building rental and expenses - own	47,566,221			47,566,221	\$ (317,535)	20.	47,248,686
Taxes - general	2,841,443			2,841,443			2,841,443
Computer expense	48,384,651	(3,605)	7.	48,380,046			48,380,046
Depreciation and amortization	8,261,589	(3,562,135)	8.	4,699,454			4,699,454
Postage	822,816			822,816			822,816
Telephone	4,068,144			4,068,144			4,068,144
Subscriptions	176,571			176,571			176,571
Donations	1,637,361	(1,637,361)	9.				
Insurance and self-insurance	10,366,927	3,851,471	10.	14,218,398			14,218,398
Bad debts	789,457	(789,457)	11.				
Office expenses	623,998			623,998			623,998
Printing	51,928			51,928			51,928
Marketing	3,720,414	(2,891,057)	12.	829,357			829,357
Intercompany overhead	(638,597)			(638,597)			(638,597)
Administrative costs	14,162,364	(2,325,929)	13.	11,836,435			11,836,435
Temporary Help	666,318			666,318			666,318
Goodwill	9,861,823	(9,861,823)	14.				
Interest - net	498,128	(498,128)	15.				
Autos	1,086,497	(57,447)	16.	1,029,050			1,029,050
Professional services	540,577	(83,929)	17.	456,648			456,648
Miscellaneous	867,044	(765,533)	18.	101,511			101,511
Allocated expenses	41,059,656	(26,183,232)	19.	14,876,424	\$ (141,458)	22.	14,734,966
State income tax expense	1,672,649	(538,606)		1,134,043			1,134,043
Total general overhead	392,120,671	(53,026,630)		339,094,041	\$ (862,336)		338,231,705
TOTAL FRINGE BENEFITS AND GENERAL OVERHEAD:	\$ 546,944,757	(53,052,286)		\$ 493,892,471	\$ (862,336)		\$ 493,030,135
TOTAL FRINGE BENEFITS AND GENERAL OVERHEAD RATE:	175.20%			158.20%			157.93%

HDR ENGINEERING, INC. AND SUBSIDIARIES

STATEMENTS OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD FOR THE YEAR ENDED DECEMBER 28, 2013

(Description of FAR References)

1. 31.201-4(a) -- A cost is allocable directly to a government contract if it is incurred specifically for the contract.
2. 31.205-6(f) -- Pension amount funded in excess of the pension cost assigned to a cost accounting period is unallowable.
31.205-6(p), 27(n), 35 -- Compensation paid to senior executives in excess of allowable limits. Expenditures in connection with acquisition costs are unallowable. Certain expenditures in connection with relocation costs are unallowable.
3. 31.205-1(f)(1) -- Portion of unallowable public relations and advertising costs.
4. 31.205-1(f)(1), 14, 46, 51 -- Portion of unallowable public relations and advertising costs. Costs of entertainment are unallowable. Meals and lodging in excess of federal per diem rates are unallowable. Costs of alcoholic beverages are unallowable.
5. 31.205-1(f)(7), 14, 22, 51 -- Costs of memberships in civic and community organizations are not allowable. Costs of entertainment are unallowable. Lobbying and political activities are unallowable. Costs of Alcoholic Beverages are unallowable.
6. 31.205-1(f)(1), 14, 46 -- Portion of unallowable public relations and advertising costs. Costs of entertainment are unallowable. Meals and lodging costs in excess of federal per diem rates are unallowable.
7. 31.205-19 -- Amortization of acquisition intangibles and goodwill is unallowable.
8. 31.205-8 -- Contributions and donations are unallowable.
9. 31.205-19, 47(f)(6) -- Insurance and self-insurance costs defending patent infringement suits are unallowable-- see insurance discussion in Note 3.
10. 31.205-3 -- Bad debts are unallowable.
11. 31.205-1(f)(1) and (7), 8, 14, 22, 46 -- Portion of unallowable public relations and advertising costs. Costs of memberships in civic and community organizations are not allowable. Contributions and donations are unallowable. Costs of entertainment are unallowable. Lobbying and political activities are unallowable. Meals and lodging costs in excess of federal per diem rates are unallowable.
12. 31.205-1(f)(1) and (7), 8, 14, 22, 27, 46 -- Portion of unallowable public relations and advertising costs. Costs of memberships in civic and community organizations are not allowable. Contributions and donations are unallowable. Costs of entertainment are unallowable. Lobbying and political activities are unallowable. Expenditures in connection with acquisition costs are unallowable. Meals and lodging costs in excess of federal per diem rates are unallowable.
13. 31.205-20 -- Interest and other financial costs are unallowable.
14. 31.205-6(m)(2) -- Portion of the cost of company-furnished automobiles that relates to personal use by employees, including transportation to and from work, are unallowable.
15. 31.205-3, 22, 47 -- Bad debts are unallowable. Lobbying and political activity costs are not allowable. Costs associated with defense against, appeals, or the prosecution of claims or appeals involving government agencies.
16. 31.205-3, 14, 46(e)(2), 51 -- Bad debts are unallowable. Costs of entertainment are unallowable. Portions of costs of leased airplanes for business travel are unallowable. Costs of alcoholic beverages are unallowable.
17. Portions of allocated expenses from the parent are unallowable under the same FAR provisions discussed in this section. See discussion in Note 5.
18. 31.205-11(b)(7) -- Portion of state income tax that is deferred and not a current tax expense is not allowable.
19. 31.203 -- Engineering Inc. portion of parent company's rent expense that did not follow GAAP.
20. 31.203 -- Engineering Inc. portion of parent company's over accrual of bonuses.
21. 31.203 -- Engineering Inc. portion of parent company's misstated costs allocated to subsidiaries.
- 22.

Exhibit E
Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See Attached

Agreement Number: 695050



**Washington State
Department of Transportation**

Lynn Peterson
Secretary 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

November 17, 2014

GeoEngineers, Inc.
8410 - 154th Avenue NE
Redmond, WA 98052

Subject: Acceptance FYE 2013 ICR - Provisional

Dear Ms. Carrie Rorem:

We have provisionally accepted your Indirect Cost Rate (ICR) of 202.84% for your firm. This ICR shall be good until 180 days following your FYE 2014 closing date. This rate will be applicable for Local Agency contracts only.

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

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

If you have any questions, feel free to call me at (360) 705-7106 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:HMO

GEOENGINEERS, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2013

Key	Total Reported Costs	GeoEngineers Adjustments	WSDOT: Proposed Additional Adjustments	WSDOT: Adjustments Rejected by GeoEngineers	Rejection Reference	Reference For Adjustments	Allowable Costs	% of Direct Labor	FAR Reference
DIRECT LABOR	\$ 12,340,321						\$ 12,340,321	100%	22-101
FRINGE BENEFITS									
1 Payroll Taxes	\$2,072,007	(\$248,901)	\$ (129,103)	\$ 69,073	Ref - Key 01	A	\$ 1,824,006	14.78%	31.205-6, 41
2 Group Insurance	\$2,125,833	\$0					\$ 2,125,833	17.23%	31.205-6
3 Worker's Compensation	\$138,979	\$0					\$ 138,979	1.11%	31.205-6
4 Vacation, Holiday and Sick Pay	\$2,866,886	\$0					\$ 2,866,886	23.23%	31.205-6
5 Profit Sharing and 401(k) Contributions	\$945,448	\$0					\$ 945,448	7.66%	31.205-6
6 Bonuses and Severance	\$4,358,765	(\$1,809,608)	\$ (5,250)	\$ 5,250	Ref - Key 08 (part)	B	\$ 2,550,257	20.67%	31.205-6
Total Fringe Benefits	\$12,506,707	(\$2,057,499)	\$ (134,353)	\$ 74,323			\$ 10,449,208	84.68%	
GENERAL OVERHEAD									
7 Non-Billable Labor	\$6,143,047	\$0					\$ 5,143,047	41.68%	31.205-6, 44
8 Bid & Proposal Labor	\$801,292	\$0					\$ 801,292	6.49%	31.205-18
9 Direct Selling Labor	\$2,428,562	(\$539,088)	\$ (1,890,473)	\$ 1,011,014	Ref - Key 09	C	\$ 1,890,473	15.32%	31.205-1, 38
10 Office Rent & Maintenance	\$2,279,971	(\$130,087)	\$ (33,516)	\$ 5,423	Ref - Key 10	D	\$ 2,149,884	17.42%	31.205-36
11 Telecommunications	\$ 379,584	\$ (3,047)				E	\$ 376,537	3.05%	31.201-1, 2, 3
12 Bus. Taxes & Other than Federal	\$ 672,424	\$ (314)				F	\$ 672,110	5.45%	31.205-41
13 Stationery and Supplies	\$ 287,047	\$ (512)				G	\$ 286,536	2.32%	31.205-13, 43
14 Administrative Travel	\$ 622,822	(\$230,862)	\$ (901,908)	\$ 216,483	Ref - Key 14	H	\$ 391,980	3.18%	31.205-46
15 Professional Dues, Meetings & Proposals	\$ 552,137	\$ (88,543)	\$ (182,884)	\$ 105,191	Ref - Key 15	I	\$ 463,594	3.78%	31.205-18, 43, 46
16 Depreciation	\$ 661,880	\$ (19,559)				J	\$ 643,301	5.21%	31.205-11
17 Equipment Rental & Maintenance	\$ 277,231	\$ (435)					\$ 276,796	2.24%	31.205-36
18 Bad Debt	\$ 72,000	\$ (72,000)				K	\$ 0	0.00%	31.205-1
19 Professional Consultants	\$ 546,949	\$ (58,569)	\$ (15,000)			L	\$ 490,381	3.97%	31.205-33
20 Business Development/Marketing and Proposals	\$ 365,281	(\$272,417)	\$ (81,726)	\$ 15,582	Ref - Key 20	M	\$ 92,863	0.75%	31.205-14, 18, 38, 46
21 Field and Laboratory Supplies	\$ 240,483	\$ (77,007)				N	\$ 163,386	1.32%	31.205-13, 28
22 Insurance	\$ 793,587	\$ (13,798)				O	\$ 779,829	6.32%	31.205-19
23 Computer Maintenance and Software	\$ 1,084,304	\$ 0	\$ (2,734)				\$ 1,081,570	8.82%	31.201-1, 2, 3
24 Recruiting and Relocation	\$ 466,505	\$ (212,210)	\$ (97,692)	\$ 5,627	Ref - Key 24	P	\$ 254,295	2.06%	31.205-34
25 Contributions	\$ 59,411	\$ (59,411)				Q	\$ 0	0.00%	31.205-8
26 Fines/Penalties/Unallowable	\$ 8,025	\$ (8,025)				R	\$ 0	0.00%	31.205-16
27 Computer Technology Offset	\$ (1,401,922)	\$ 1,401,922	\$ (1,401,922)	\$ 1,401,922	summary memo	S	\$ 0	0.00%	31.205-26
Total General Overhead	\$ 16,322,181	(\$81,011)	\$ (4,097,854)	\$ 2,763,222			\$ 16,941,169	129.18%	
Total Overhead Costs	\$ 28,828,887	(\$2,438,510)	\$ (4,232,207)	\$ 2,837,646			\$ 26,390,377	213.85%	
Indirect Cost Rate (Less FCC)	233.62%	213.85%		202.55%					
28 Facilities Capital Cost of Money	\$ 35,133					T	\$ 31,126	0.25%	31.205-10(c)
Overhead Rate (Includes FCC)	\$ 28,828,887	(\$2,403,377)	\$ (4,232,207)	\$ 2,830,848			\$ 26,421,503	214.11%	
Indirect Cost Rate	233.62%			202.84%					

OTAK	Salary Rate		Overhead 172.74 %		Salary + OH Subtotal		Profit @ 10%		FCCM @ 0.32%		Hourly Rate	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
PIC/Sr. PM Civil (T. Kraft)	\$69.16	\$71.58	\$119.47	\$123.65	\$188.63	\$195.23	\$ 18.86	\$ 19.52	\$0.22	\$0.23	\$207.71	\$214.98
PIC/Sr. PM Civil (D. Sarkkinen)	\$69.16	\$71.58	\$119.47	\$123.65	\$188.63	\$195.23	\$ 18.86	\$ 19.52	\$0.22	\$0.23	\$207.71	\$214.98
Civil Engineer V	\$39.66	\$42.91	\$68.51	\$74.12	\$108.17	\$117.03	\$ 10.82	\$ 11.70	\$0.13	\$0.14	\$119.11	\$128.87
Civil Engineer II (G. Mines)	\$29.00	\$33.74	\$50.09	\$58.28	\$79.09	\$92.02	\$ 7.91	\$ 9.20	\$0.09	\$0.11	\$87.10	\$101.33
Civil Engineer I	\$25.75	\$30.29	\$44.48	\$52.32	\$70.23	\$82.61	\$ 7.02	\$ 8.26	\$0.08	\$0.10	\$77.34	\$90.97
Engineering Designer III (T. Malone)	\$27.26	\$29.75	\$47.09	\$51.39	\$74.35	\$81.14	\$ 7.43	\$ 8.11	\$0.09	\$0.10	\$81.87	\$89.35
Landscape Architect IV (D. Haynes)	\$34.13	\$37.36	\$58.96	\$64.54	\$93.09	\$101.90	\$ 9.31	\$ 10.19	\$0.11	\$0.12	\$102.50	\$112.20
Landscape Technician II (M. Daly)	\$22.60	\$24.23	\$39.04	\$41.85	\$61.64	\$66.08	\$ 6.16	\$ 6.61	\$0.07	\$0.08	\$67.88	\$72.77
Project Admin. Asst (B. Hines)	\$22.74	\$23.88	\$39.28	\$41.25	\$62.02	\$65.13	\$ 6.20	\$ 6.51	\$0.07	\$0.08	\$68.30	\$71.72



**Washington State
Department of Transportation**

Lynn Peterson
Secretary 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

July 24, 2014

Otak, Inc.
10230 NE Points Drive, Suite 400
Kirkland, WA 98033

Subject: Indirect Cost Rates (ICR) FYE 2013

Dear Mr. Rich Darland:

Transmitted herewith is the WSDOT Audit Office's memo of acceptance of your firm's FYE 2013 ICR. This approval is good until 180 days following your firm's FYE 2014 closing date and is good for all WSDOT agreements including Local Agency contracts. If you have questions regarding this approval, please contact me at 360-705-7106.

Sincerely,

A handwritten signature in black ink that reads "Erik K. Jonson".

Erik K. Jonson
Manager, Consultant Services Office

EKJ:kal



July 21, 2014

TO: Erik Jonson, WSDOT Contracts Administrator

FROM: Martha Roach, Agreement Compliance Audit Manager *MR*

SUBJECT: OTAK, Inc. Indirect Cost Rate for fiscal year end December 31, 2013

The Oregon Department of Transportation (ODOT) has concluded their cognizant review of OTAK, Inc. for the above referenced fiscal year. ODOT is the Cognizant State for OTAK, Inc. As such ODOT has performed its cognizant review and accepted the audit performed by Nason Way Accounting, LLC. ODOT provided us a copy of the acceptance letter along with the CPA audit report.

Based ODOT's acceptance of OTAK, Inc.'s Indirect Cost Rate, we are issuing this letter establishing OTAK, Inc.'s rate for the fiscal year ending December 31, 2013 at 173.06% of direct labor (rate includes 0.32% Facilities Cost of Capital).

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

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

MR: yq

Attachment

cc: Steve McKerney
File

AUDIT SERVICES

Oregon Department of Transportation

July 18, 2014

The Board of Directors and Stockholders
OTAK, Inc.

Re: OTAK, Inc. Schedule of Indirect Cost Rate
Fiscal Year Ended December 31, 2013

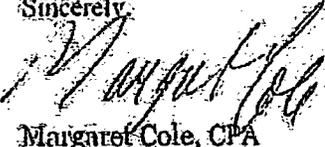
We have performed a cognizant review of OTAK, Inc.'s documentation and the working papers of your independent CPA firm, Nason Way Accounting, LLC, of their audit of the Schedule of Indirect Cost Rate for OTAK, Inc.'s Fiscal Year Ended December 31, 2013 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. Our cognizant review was performed in accordance with the AASHTO Review program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

We were provided with a copy of independent auditor's report dated May 21, 2014, copies of their working papers and additional documentation from OTAK, Inc.

Based on our review, we accepted the audited Schedule of Indirect Cost Rate. This letter of concurrence establishes OTAK, Inc.'s Schedule of Indirect Cost Rate for the fiscal year ended December 31, 2013 at 172.74% of direct labor and a Facilities Capital Cost of Money factor of 0.32% of direct labor.

A copy of this letter will be forwarded to the appropriate ODOT contracting offices and Washington DOT. If you or any representative of OTAK, Inc. has any questions, please contact me at (503) 986-3213 or Irma Cutting at (503) 986-3174.

Sincerely,


Margaret Cole, CPA
External Audit Services Manager
Oregon Department of Transportation

cc: Chris Rayasam, CFO, OTAK, Inc.
James C. Gill, CPA, Nason Way Accounting, LLC

OTAK, Inc. Overhead Schedule

01/01/13-12/31/13

Account Title	G/L Overhead Costs		UFAR		Proposed Overhead Costs	ACCUMULATED OVERHEAD COSTS	%
	FINAL	FINAL	Adjustments	Notes			
Direct Labor Base							
601.00 Direct Labor - Principals	\$ 831,337.40	\$			\$ 831,337.40	\$ 831,337.40	12.27%
601.02 Direct Labor - FAR Adjustments	229,893.27				229,893.27	229,893.27	3.39%
602.00 Direct Labor - Employees	5,714,925.43				5,714,925.43	5,714,925.43	84.33%
602.01 Direct Labor - Employees Overhead	445.52				445.52	445.52	0.01%
Total Direct Labor Base	\$ 6,776,601.62	\$			\$ 6,776,601.62	\$ 6,776,601.62	100.00%
Overhead Costs							
701.00 Indirect Labor-Principals & Employees	\$ 2,117,307.86	\$ (79,916.05)			\$ 2,037,356.86	\$ 2,037,356.86	30.14%
701.01 Indirect Labor - International Oil Allocation	27,149.86				27,149.86	27,149.86	0.40%
701.02 FAR Indirect Labor	(229,893.27)				(229,893.27)	(229,893.27)	-3.39%
701.50 Indirect Labor-Premium Time	(1,774.52)				(1,774.52)	(1,774.52)	-0.03%
702.00 Marketing Labor	557,263.19				557,263.19	557,263.19	8.22%
702.01 Training Labor	131,598.66				131,598.66	131,598.66	1.94%
702.50 Promotional Project Time	827,929.76				827,929.76	827,929.76	12.22%
705.01 PTO & Comp	601,851.94				601,851.94	601,851.94	8.88%
705.02 Substantial Leave	102,451.44				102,451.44	102,451.44	1.51%
705.03 Principals Vacation	138,719.45				138,719.45	138,719.45	2.05%
705.04 Sick Pay	80,442.07				80,442.07	80,442.07	1.19%
705.05 Holiday Pay	280,077.78				280,077.78	280,077.78	4.13%
705.06 Voluntary PTO	4,471.04				4,471.04	4,471.04	0.07%
705.07 Legal Settlement-Compensation	(50,000.00)	(450,000.00)		3			0.00%
707.01 Bonuses	571,793.14	(330,751.14)		4	241,042.00	241,042.00	3.56%
707.02 Bonuses - Safety	5,043.91				5,043.91	5,043.91	0.07%
708.00 Severance Pay	6,169.24				6,169.24	6,169.24	0.09%
710.00 Payroll Taxes	245.77				245.77	245.77	0.00%
710.01 Payroll Taxes- FICA ER Expense	820,229.93				820,229.93	820,229.93	12.10%
710.02 Payroll Taxes-SUI ER Expense	245,014.10				245,014.10	245,014.10	3.62%
710.03 Payroll Taxes- WDFE ER Expense	2,628.80				2,628.80	2,628.80	0.04%
710.04 Payroll Taxes- TriNet ER Expense	36,539.41				36,539.41	36,539.41	0.54%
712.00 Employee Housing	20,725.64				20,725.64	20,725.64	0.31%
713.00 Employee Retention Expenses	900.73				900.73	900.73	0.01%
715.00 Fics/401K Admin Fees	3,803.83				3,803.83	3,803.83	0.06%
716.00 Fringe Benefits Other	6,200.04				6,200.04	6,200.04	0.09%
717.00 Health Insurance Claims	(12,202.41)				(12,202.41)	(12,202.41)	-0.18%
718.00 Health Insurance Employees	977,973.12	(3,384.48)		10	982,338.64	982,338.64	14.35%
719.00 Life & LTD Insurance Employees	65,500.63				65,500.63	65,500.63	0.97%
722.01 Employee Functions - FAR	4,869.10	(4,869.10)		1			0.00%
722.02 Alcoholic Beverage - FAR	4,011.63	(4,011.63)		1			0.00%
723.00 Employee Personal Charges - FAR	(164.06)	164.06		1			0.00%
724.00 DRPD Unallowed Charges - FAR	1,569.93	(1,569.93)		1			0.00%
725.00 Continuing Education	20,033.99	(833.46)		5	19,200.53	19,200.53	0.28%
726.00 Professional Fees & Licenses	12,947.75	(1,382.81)		7	11,564.94	11,564.94	0.17%
728.00 Travel - Employee Comminuting Expense	6,748.10	(993.92)		6	5,752.18	5,752.18	0.08%
729.01 Employee Recruiting	15,301.34	(546.36)		7	14,754.78	14,754.78	0.22%
729.02 Employee Recruiting Advertising	7,719.62	(183.65)		7	7,536.14	7,536.14	0.11%
730.01 Office Rent	1,287,893.37				1,287,893.37	1,287,893.37	19.01%
730.02 Office Rent- CAN) Charges	189,720.35				189,720.35	189,720.35	2.80%
730.03 Office Rent-Utilities Paid	9,058.28	(376.85)		5	8,681.43	8,681.43	0.13%
731.00 Janitorial Services	32,412.50	(1,349.43)		5	31,063.06	31,063.06	0.46%
732.00 Protective Services	3,056.83	(127.17)		5	2,929.71	2,929.71	0.04%
733.00 Maintenance & Repairs	19,328.28	(812.42)		5	18,715.86	18,715.86	0.28%
734.00 Utilities	45,763.30	(2,028.67)		5	46,734.63	46,734.63	0.69%
735.00 Telephone	251,615.11	(10,467.78)		5	241,147.33	241,147.33	3.56%
736.00 Internet Services	13,597.04	(565.67)		5	13,031.37	13,031.37	0.19%
740.01 Operating & General Supplies	147,881.74	(5,985.82)		5	137,895.92	137,895.92	2.03%
740.02 Operating & General Supplies - FAR	671.49	(671.49)		1			0.00%
741.00 Postage & Freight	21,519.37	(695.26)		5	20,824.11	20,824.11	0.31%
742.01 Printing & Graphics	39,266.61	(1,633.58)		5	37,633.03	37,633.03	0.56%
742.02 Printing & Graphics FAR	111.00	(111.00)		1			0.00%
743.00 Computer Supplies	104,757.28	(4,258.15)		5	100,399.13	100,399.13	1.48%
744.00 Software Program Expenses	287,458.26	(4,522.97)		5	282,935.29	282,935.29	4.18%
745.00 Outside Computer Services	173,974.48	(7,237.74)		5	166,736.74	166,736.74	2.46%
746.01 Miscellaneous	8,504.42	(903.27)		7	7,596.15	7,596.15	0.11%
746.02 Miscellaneous FAR	6,604.30	(6,604.30)		1			0.00%

OTAK, Inc.

Overhead Schedule

01/01/13-12/31/13

Account Title	OTAK		Notes	ACCEPTED		
	Gen. Overhead Costs	Adjustments		Proposed	OVERHEAD COSTS	
	FINAL	FINAL		Overhead Costs		
747.00 Equipment Rental	75,703.89			75,703.89	75,201.89	1.11%
748.00 Equipment Lease	86,902.06			86,902.06	86,902.06	1.28%
749.01 Business Meals - Inside	7,131.82	(1,032.04)	6	6,249.58	6,249.58	0.09%
749.02 Business Meals - Offsite	10,432.06	(1,540.66)	6	8,891.40	8,891.40	0.13%
749.03 Business Meals - Inside FAR	303.06	(303.06)	1			0.00%
749.04 Business Meals - Offsite FAR	3,149.99	(3,149.99)	1			0.00%
751.00 Office Expditions	7,634.66	(815.13)	7	6,819.53	6,819.53	0.10%
752.00 Temp Clerical & Adminl Services	3,057.25	(210.39)	7	2,846.86	2,846.86	0.07%
753.00 Travel Airfare - FAR	14,728.36	(1,178.36)	1			0.00%
753.01 Travel Automobile Rental - FAR	2,142.04	(2,142.04)	1			0.00%
753.02 Travel Lodging - FAR	12,120.70	(12,120.70)	1			0.00%
753.03 Travel Parking - FAR	2,801.03	(2,801.03)	1			0.00%
753.04 Travel Misc - FAR	1,220.39	(1,220.39)	1			0.00%
756.00 Fuel	1,568.75	(222.67)	6	1,286.08	1,286.08	0.07%
760.01 Insurance - Business	438,000.88			438,000.88	438,000.88	6.46%
762.01 Vehicle Leases	4,151.50			4,151.50	4,151.50	0.06%
763.01 Travel Mortgage Reimbursed	24,754.10	(3,653.36)	6	21,100.74	21,100.74	0.31%
763.02 Travel Mortgage Reimbursed FAR	1,698.32	(1,698.32)	1			0.00%
764.01 Vehicles Expenses	111,232.20			111,232.20	111,232.20	1.64%
764.02 Vehicles Expenses FAR	216.00	(216.00)	1			0.00%
774.00 Business Development	9,937.23	(1,061.29)	7	8,875.93	8,875.93	0.13%
775.01 Photography Expense	562.75	(23.31)	5	539.34	539.34	0.01%
775.02 Photography Expense FAR	600.00	(600.00)	1			0.00%
776.00 Advertising & Promotion	3,972.66	(3,972.66)	1			0.00%
776.01 Advertising AD Placement	12,062.18	(12,062.18)	1			0.00%
777.00 Marketing Exhibits	5,953.50	(5,953.50)	1			0.00%
778.00 Marketing Expenses	59,014.69	(59,014.69)	1			0.00%
779.00 Client Appreciation	3,207.06	(3,207.06)	1			0.00%
780.01 Professional Services - Other	79,054.86	(8,444.07)	7	70,620.79	70,620.79	1.04%
780.02 Professional Services - Other FAR	5,952.52	(5,952.52)	1			0.00%
781.01 Professional Dues, Pubs, Subscrip	30,566.59	(3,796.56)	7	27,570.03	27,570.03	0.41%
781.02 Professional Dues, Pubs, Subscrip FAR	3,554.44	(3,554.44)	1			0.00%
782.00 Business Ds License & Membershp	(50.00)	53.4	7	(44.66)	(44.66)	0.00%
782.01 Business Ds License, Membership & Fees	67,403.68	(7,198.67)	7	60,205.01	60,205.01	0.89%
782.02 Business Ds License & Membership-FAR	32,172.14	(32,172.14)	1			0.00%
782.03 Industrial Bonding Fee - GSA	79.00	(79.00)	1			0.00%
783.01 Business Subscriptions & Pubs	12,420.94	(315.74)	5	11,904.20	11,904.20	0.18%
783.02 Business Subscriptions & Pubs FAR	427.14	(427.14)	1			0.00%
786.02 Entertainment FAR	763.38	(763.38)	1			0.00%
787.03 Travel Airfare	60,804.62	(4,532.95)	6	46,265.67	46,265.67	0.68%
787.04 Travel Lodging	34,301.86	(6,538.63)	6	37,765.23	37,765.23	0.56%
787.05 Travel Meals	9,920.86	(1,463.61)	6	8,482.25	8,482.25	0.13%
787.06 Travel Parking	56,846.93	(6,230.96)	6	52,665.98	52,665.98	0.78%
787.07 Travel Misc	10,432.53	(1,530.69)	6	8,892.84	8,892.84	0.13%
787.08 Travel Meals - FAR	1,659.28	(1,659.28)	1			0.00%
788.00 Travel - Auto Rental	10,164.04	(1,500.35)	6	8,664.59	8,664.59	0.13%
788.01 Travel - Auto Allowance	7,480.00			7,480.00	7,480.00	0.11%
790.01 Legal	213,956.11	(94,046.01)	7	119,910.09	119,910.09	1.77%
791.02 Legal Claim Settlements FAR	7,500.00	(7,500.00)	1			0.00%
791.03 Legal Claim Other Expenses	90,000.00	(90,000.00)	1			0.00%
791.01 Accounting Services	135,423.41	(5,172.01)	7	129,951.40	129,951.40	1.92%
800.00 Allowance for Bad Debt - FAR	174,626.19	(174,626.19)	1			0.00%
801.01 Bank Charges & Fees	168,745.16	(2,721.20)	5	166,023.96	166,023.96	2.45%
801.02 Bank Charges & Fees FAR	1,498.61	(1,498.61)	1			0.00%
803.01 Contributions	295.00	(295.00)	1			0.00%
803.02 Contributions FAR	3,006.32	(3,006.32)	1			0.00%
803.03 Contributions PR Cost In Kind	4,427.79	(4,427.79)	1			0.00%
803.04 Contributions Political	6,041.28	(6,041.28)	1			0.00%
805.00 Sales Tax Paid	20,307.83	(844.85)	5	19,462.98	19,462.98	0.29%
806.00 Other Taxes	263,501.12			263,501.12	263,501.12	3.89%
807.00 Penalties, Fines, Ctg, Late Fees	3,383.04	(3,383.04)	1			0.00%
808.00 Moving Expense	21,657.39	(301.00)	5	20,736.39	20,736.39	0.31%
810.00 Overhead Allocation	(395,330.75)	733,988.00	9	(411,362.75)	(411,362.75)	-2.09%
815.00 Amortization	49,604.80	(49,604.80)	1			0.00%
816.01 Depreciation	361,462.07			361,462.07	361,462.07	5.31%
817.00 Interest Expense FAR	97,295.61	(97,295.61)	1			0.00%

OTAK, Incorporated

Schedule of the Facilities Capital Cost of Money Factor
Calculated in Accordance with Part 31
of the Federal Acquisition Regulation
for the Twelve Months Ended December 31, 2013

Average Facilities Capital Employed	\$ 1,394,397
Average Secretary of the Treasury Interest Rate	<u>1.5625%</u>
Facilities Capital Cost of Money	<u>\$ 21,787</u>
Direct Labor Base	\$ 6,776,602
Facilities Capital Cost of Money Factor	<u>0.322%</u>

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.

Agreement Number: 695050

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- 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

Agreement Number: 695050

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
HDR Engineering, Inc.

whose address is

1001 SW 5th Avenue, Suite 1800, Portland, OR 97204

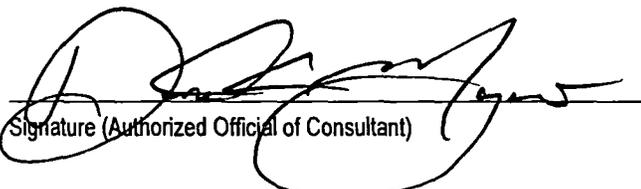
and that neither the above firm nor I have:

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

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

HDR Engineering, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

4-16-15

Date

Agreement Number: 695050

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

Agency Official of the Local Agency

Other

of the Clark County Public Works, and HDR Engineering, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

Signature Heath H. Henderson

Date

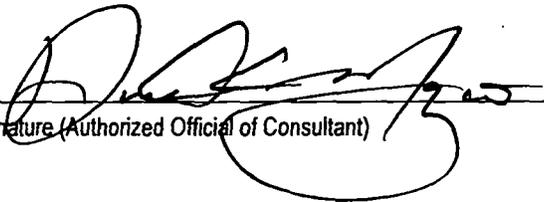
Agreement Number: 695050

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; and
 - 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.

HDR Engineering, Inc.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

4-16-15
Date

Agreement Number: 695050

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

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

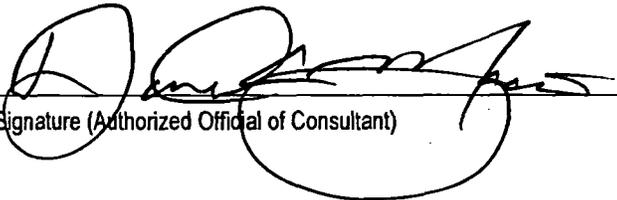
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress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

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

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

HDR Engineering, Inc.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

4-16-15
Date

Agreement Number: 695050

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of NE 99th St. Roadway/ Intersection Impv. * are accurate, complete, and current as of 4/1/15 **

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: HDR Engineering, Inc

Signature 

Vice President

Title ,

Date of Execution***:

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

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

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

Agreement Number: 695050

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to \$ N/A

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ N/A

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

N/A

Agreement Number: 695050

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

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Step 5 Forward Documents to Local Programs

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

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

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Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

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