

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works

DATE: August 6, 2019

REQUESTED ACTION: Authorize the County Manager to sign a Professional Services Agreement with Mackay Sposito for design of improvements to Harmony Sports Complex in the amount of \$367,464.00. Also authorize the County Manager to sign supplemental agreements extending contract duration and increasing the contract amount up to 10%.

Consent Hearing County Manager

BACKGROUND

The Harmony Sports Complex is a county-owned property at 1500 NE 192nd Ave., Tax Parcel No. 176384000. The Harmony Sports Association has managed and operated the sports complex in partnership with Public Works since 1996 via a lease that has been extended through 2042. More than 3,000 children and teenagers a year play baseball, softball and soccer at the sports complex.

In 2017, Clark County worked with Harmony Sports Association to submit a grant application to the Washington State Department of Commerce for parking improvements to the site. In January 2018, the state awarded Harmony Sports Association and Clark County \$1.12 million for these improvements, with funding to be provided on a reimbursement basis.

Council approved the use of these grant funds for the design of improvements to Harmony Sports Complex in 2018 (SR #82-18). Budget authority for the grant and an additional \$1,000,000 from Real Estate Excise Tax II (REET II) funds were granted for 2019 in through Decision Package PWK-33-19AD. An additional \$1,500,000 from REET II will be requested through the 2020 budget process. The total cost of the project is anticipated to be \$3,641,690.

Mackay Sposito was selected through a competitive process (RFP #754) to provide design services for these initial improvements to the Harmony Sports Complex. A total of 35 firms were solicited for proposals. Purchasing received 2 proposals. Proposals were evaluated and both firms were interviewed. Mackay Sposito was selected by the interview panel due to their demonstrated knowledge of the City of Vancouver plans for Section 30 and their strategy for resisting the extension of NE 13th Street through the complex.

COUNCIL POLICY IMPLICATIONS

None.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COMMUNITY OUTREACH

None.

PW19-092

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.

BUDGET DETAILS

Local Fund Dollar Amount	\$0
Grant Fund Dollar Amount	\$367,464
Account	REET II/3055
Company Name	Mackay Sposito


DISTRIBUTION:

Council staff will post all staff reports to the county website, www.clark.wa.gov/council-meetings.


Attachments:

- Contract with Mackay Sposito for RFP 754 Harmony Sports Complex Safety Improvements


 Kevin Tyler
 Parks & Lands Manager


 Ahmad Qayoumi, PE
 Public Works Director/County Engineer

Primary Staff Contact: Jerry Barnett, PE, Ext.4969

APPROVED: 
 CLARK COUNTY, WASHINGTON
 CLARK COUNTY COUNCIL

DATE: AUG. 6, 2019

SR# 99-19



APPROVED: _____
 Shawn Hennessee, County Manager

DATE: _____

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Mackay & Sposito, Inc.	
Address 1325 SE Tech Center Dr, Ste 140, Vancouver, WA 98683	Federal Aid Number
UBI Number 600-130-437	Federal TIN or SSN Number 91-0915984
Execution Date	Completion Date
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 Harmony Sports Complex Infrastructure	
Description of Work Provide Professional design services to generally include coordination of the project team and meetings with stakeholders, schematic design and preparation of a phased development plan, pre-application packet and conference with the City of Vancouver, preparation and approval processing of final design plans for all site improvements, final construction plans, specifications, and cost estimate, and assistance during project bidding and construction.	
<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: \$ 367,464.00 Management Reserve 10%: 36,746.40 Maximum Amount plus reserve: \$ 404,210.40	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation/SBE Plan
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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

In the absent of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

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

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

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

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

If to AGENCY:

Name: Kevin Tyler
Agency: Clark County Public Works
Address: PO Box 9810
City: Vancouver State: WA Zip: 98682
Email: kevin.tyler@clark.wa.gov
Phone: 564-397-4258
Facsimile:

If to CONSULTANT:

Name: Damon Webster
Agency: MacKay & Sposito, Inc.
Address: 1325 SE Tech Center Dr., Ste 140
City: Vancouver State: WA Zip: 98683
Email: dwebster@mackaysposito.com
Phone: 360-695-3411
Facsimile: 360-695-0833

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and 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 acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

All reimbursable direct labor, indirect cost rate, direct non-salary costs and 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.

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: Kevin Tyler
Agency: Clark County Public Works
Address: PO Box 9810
City: Vancouver State: WA Zip: 98682
Email: kevin.tyler@clark.wa.gov
Phone: 564-397-4258
Facsimile:

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.

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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


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

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

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

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

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

DocuSigned by:

3AA79298AB7845E...

7/19/2019

Signature MacKay & Sposito, Inc

Date



AUG. 6, 2019

Signature Shawn Hennessee, County Manager

Date

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

By: 
E448C50B807B484...

William Richardson
Deputy Prosecuting Attorney

Exhibit A
Scope of Work

Exhibit A-1 Attached

Project No. N/A



VANCOUVER OFFICE

1325 SE Tech Center Drive, Suite 140 ▪ Vancouver, WA 98683
360.695 3411 ▪ info@mackaysposito.com

Exhibit A-1 Scope of Services

**Clark County
Harmony Sports Complex Improvements
Professional Services**

Harmony Sports Complex Professional Design Services

The Harmony Sports Complex Improvements will provide a safer environment for pedestrians and vehicles, improved parking facilities, and traffic circulation. A phased development plan will prioritize investments in highest priority infrastructure and ensure these improvements all fit within the larger overall development scheme.

Overall Design services shall generally include:

- Schematic Design / Preparation of a phased development plan
- Pre-Application packet submittal and conference with City of Vancouver
- Preparation and approval processing of design plans for all improvements
- Preparation of Plans, Specifications, Bid Item list, and Engineer's Estimate for bidding of construction of onsite and frontage improvements.
- Attendance at project meetings with Clark County and Harmony Sports Association.

This scope proposes the project be composed of two tasks. Task 1, Schematic Design, includes the work needed to reach stakeholder consensus on a phased site development plan, prepare and submit a Pre-Application package to the City of Vancouver, and ultimately get a final determination of required improvements and conditions of approval that will impact the scope and fees required for Task 2. At that time the Task 2 scope and fee included in this document will be refined to reflect the outcome of the Pre-Application conference and any subsequent meetings with the City of Vancouver and project stakeholders to finalize the overall site plan and proposed phases to be included in final design and preparation of construction documents.

June 10, 2019, 2019

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Harmony Sports Complex –Task Descriptions

Task 1.0: Project Administration

Task 1.0.1: Project Coordination

The Consultant will schedule personnel resources, coordinate team members and subconsultants, monitor costs expended relative to progress, prepare progress invoices, meeting minutes, and provide written changes to the project scope.

Provide direction to project team (internal MacKay Sposito team and subconsultants) and management of project scope, schedule and budget. Prepare monthly invoices and status reports to the City.

Task 1.0.2: Quality assurance / Quality control

Provide overall project quality assurance, adding value to the project delivery (quality and project management) process. Ensure technical and peer reviews are undertaken to the appropriate level.

Task 1.1: Schematic Design

Upon notice to proceed MacKay Sposito (MSI) will prepare a project base map using existing topography supplied by Clark County, supplemented with new field data as needed to reflect the most current site conditions. A project kickoff meeting will include the MSI project team, Clark County, and Harmony Sports Association to affirm project goals and objectives and prioritize site improvements. This will inform the preparation of a phased development concept / site plan to submit to the City of Vancouver for Pre-Application Conference.

Deliverables:

- 1) Site base map in CADD
- 2) Existing Conditions Plan
- 3) Site concept plans with phasing
- 4) Stakeholder meetings
- 5) Final preferred site concept plan

Task 1.2: Pre-Application Conference

MacKay Sposito will prepare the Pre-Application submittal materials, submit the application to the City of Vancouver, attend the Pre-Application conference, and review the Summary to develop an entitlement strategy to employ for Site Plan review.

Deliverable:

- 1) Pre-Application package
- 2) Pre-App submittal
- 3) Attend / facilitate Pre-App
- 4) Pre-App summary review – entitlement strategy.

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TASK 2

Task 2.0: Design Development

The MSI project team will prepare a phased site plan based on the feedback received from the City of Vancouver Pre-App meeting and aligning with the post Pre-App entitlement strategy. The design team will prepare improvement plans for the proposed onsite parking, access drives, and pedestrian facilities. Plans will also be prepared for improvements required for NE 192nd Avenue and the NE 13th Street intersection / traffic signal. This scope assumes the project will be processed as an expedited review at the City of Vancouver which requires the preparation and submittal of final engineering plans

Deliverables:

- 1) Final Construction Plans for onsite parking, circulation, and access and frontage improvements.
- 2) Draft technical specifications for bid documents.
- 3) Draft construction cost estimate for bid documents.
- 4) Prepare legal descriptions and exhibits for right-of-way dedications

Task 2.1: Site Plan Review

MacKay Sposito will prepare the site plan and prepare / coordinate / assemble the required submittal documents and plans from all team members.

Deliverables:

- 1) Final site plan
- 2) Site Plan Review application (narrative, compliance description, etc)
- 3) SEPA checklist
- 4) Assemble submittal package
 - a. Site Plan
 - b. Engineering plans
 - c. Storm water Technical Information Report
 - d. Landscape Plans
 - e. Restroom improvement plans*
 - f. Tree Plan*
 - g. Lighting plan*
 - h. Geotech Report

*these plans will be prepared by consultants under separate contract with Clark County. MacKay Sposito will coordinate and manage these efforts as part of Task 2.

Task 2.2: Construction Documents

After the City's review of the Design plans, the Consultant will incorporate the comments, finish remaining design elements, and prepare final design, final construction plans, project specific special provisions, list of bid items and units, and an engineer's estimate of probable cost. It is assumed that Clark County will prepare the general project specifications, bind the specifications and specials, and coordinate the bidding and advertising of the project, bid opening and contracting and MSI will assist in that effort.

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Deliverables:

- 1) Consultant will provide 100% Project Plans, 3 full size sets of the plans and in PDF format will be provided. Project special provision will be provided in Word format for City review and comment.
- 2) Final Engineer's list of bid items and bid quantities, Final Engineer's Estimate of Probable Cost
- 3) Sheets included in the Final Plan Set prepared by the Consultant
 - Cover/Vicinity Map Sheet
 - Standard Legend and Abbreviations
 - Demolition Plans (4 sheets)
 - Erosion Control Plans (4 sheets)
 - Parking lot and Access drive plans (6 sheets)
 - Street Sections and Non- City Details (1 or 2 sheets)
 - Plan and Profile Sheet for Road improvements and Utilities (3 Sheets, 1"=20" Horizontal Scale)
 - Landscape Sheets (4 Sheets, 1"=40" Horizontal Scale)
 - Irrigation Sheets (4 Sheets, 1"=40" Horizontal Scale)
 - Illumination Sheets (4 Sheets, 1"=20" Horizontal Scale)*
 - Signing and Channelization Plan Sheets (2 Sheets)
 - Sign and Channelization Detail Sheet (7 sheets)
 - Restroom architectural / plumbing / electrical plans*
 - Traffic signal improvements
- 4) Attend bi-weekly team meetings
- 5) Constructability review
- 6) QA / QC process

Task 2.3: Construction Phase Assistance

MacKay Sposito proposes to provide assistance to Clark County for the project bidding and construction phase on an as-needed basis to augment the County's efforts.

Deliverables:

- 1) General Bidding Support Coordination, Review and Respond to Request for Information (RFIs) and Clarifications, prepare Addendums as Necessary
- 2) Review product submittals as requested by Clark County and answer design questions regarding construction plans.
- 3) Attend pre-construction conference
- 4) Review material submittals
- 5) Final As-built plans

Assumptions:

- Construction administration and inspection will be performed by Clark County

Scope of Services Assumptions

- 1) Consultant proposes standard billing rates, included in contract. Billing rates will be escalated 3% in January 2020, and subsequent years if project duration requires.

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- 2) Traffic Control Plans will not be prepared by Consultant, Specials providing general traffic control limitations will be provided.
- 3) Scope of Work assumes that no new water system design will be performed.
- 4) Scope of Work assumes that no new sewer system design will be performed.
- 5) Consultant will Invoice monthly with hour breakdowns by staff and which tasks were worked on.

Harmony Sports Complex Project Compensation:

Budget estimate : \$367,464.00

See Attached Exhibits for detail

Harmony - Streamline Land Use and Civil Schedule

DocuSign Envelope ID: 2855BC4D-8BA4-4624-94AB-5C630FC47255

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

Revised 02/28/2018

Agreement #
Page 21 of 61

Task Name	Duration	Start	Finish	Comments
1 Schematic Design	45d	07/01/19	08/30/19	
2 Prepare concept plans for Stakeholder Review	14d	07/01/19	07/18/19	
3 Stakeholder Review #1	14d	07/18/19	08/06/19	
4 Revise Concept plans	7d	08/06/19	08/14/19	
5 Stakeholder Review #2	13d	08/14/19	08/30/19	
6				
7 Pre-application	31d	09/02/19	10/14/19	
8 Preparation of Pre-application Plan and Submittal Materials	14d	09/02/19	09/19/19	
9 Submit to City of Vancouver	1d	09/20/19	09/20/19	Pre-apps are scheduled 2-3 weeks after submittal.
10 Attend Pre-application Conference (Tentative Date)	1d	10/14/19	10/14/19	
11				
12 Finalize Site Plan				
13 Review Pre-application Comments and revise layout accordingly	14d	10/11/19	10/30/19	
14 Stakeholder Review	14d	11/13/19	12/02/19	
15 Prepare Final Site Plan for Land Use submittal	5d	12/06/19	12/12/19	No major changes to layout after this point.
16				
17 Type II STREAMLINE Site Plan and Civil Review				
18 Type II SPR and Final Civil Preparation	30d	12/16/19	01/24/20	4-6 weeks design time is typical for Streamline applications
19 Eplans Pre-submittal Upload	1d	01/27/20	01/27/20	
20 City Review	3d	01/28/20	01/30/20	
21 Eplans project set-up / Application fee payment	3d	01/31/20	02/04/20	
22 Eplans Formal Submittal (Review Clock Starts)	1d	02/05/20	02/05/20	
23 1st civil check-prints returned (28-day review)	28d	02/06/20	03/16/20	
24 2nd civil set submitted (14-day turnaround)	14d	03/17/20	04/03/20	
25 2nd civil check-prints returned (28-day review)	28d	04/06/20	05/13/20	
26 Staff Report Issued (41-days after 2nd civil submittal)	41d	03/18/20	05/13/20	
27 Staff Report Issued	1d	05/13/20	05/13/20	
28				
29 Final Plan Approval				
30 3rd civil set submittal for approval (Includes final site plan)	10d	05/14/20	05/27/20	
31 Mylars requested	14d	05/28/20	06/16/20	
32 Signature Process	14d	06/17/20	07/06/20	
33 Plans Approval	1d	07/06/20	07/06/20	
34 Preconstruction Meeting Held	5d	07/13/20	07/17/20	
35				
36				
37				

Note: The 90-day Streamline Review reflects the city's review time - not the time it takes to prepare and process the application to completion.
Note: This is a DRAFT Schedule. Dates are Tentative.

Exhibit B

DBE Participation/SBE Plan

In the absence of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

Exhibit C

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

All survey data will comply with Clark County and City of Vancouver standards as applicable

B. Roadway Design Files

All roadway design files will comply with Clark County and City of Vancouver standards as applicable

C. Computer Aided Drafting Files

CADD files will be provided in AutoCADD Ver 18 unless otherwise requested.

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

Clark County reserves the right schedule visits to review design files for compliance with applicable standards.

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

Clark County will a topographic survey in AutoCADD format

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

Assistance with development and review of project specifications and preparation of final specifications and bid documents.

Project grant funding and grant administration.

Coordination of all environmental permitting submittals and correspondence with federal, state, and local agencies.

Construction management and administration.

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

Electronic data may be exchanged via the consultants-prepared FTP site or by email.

A. Agency Software Suite

**Microsoft Office Suite - Word, Excel, PowerPoint
AutoCADD**

B. Electronic Messaging System

Where appropriate, correspondence can be by "internet" or "smtp" mail.

C. File Transfers Format

An FTP site will be created for this project by the consultant and will remain active until the contract is closed.

Exhibit D
Prime Consultant Cost Computations

Exhibit B-1 Attached

May 8, 2019

MacKay Sposito
1325 SE Tech Center Drive, Suite 140
Vancouver, WA 98683

Subject: Acceptance FYE 2018 ICR – Audit Office Review

Dear Kristen Kern:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2018 Indirect Cost Rate (ICR) of 136.13%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

ERIK K. JONSON
Consultant Services Manager

EKJ:mya

EXHIBIT B-1

PROFESSIONAL SERVICES FEE SCHEDULE

HARMONY SPORTS COMPLEX

MacKay & Sposito Inc.		SR PM/PIC	SR PE	Sr. Planner	Planning Tech	Engineer II	Project Engineer	Technician III	Landscape/Architect	Surveyor	Sub/Con scope attached	Sub/Con scope attached	TOTALS
Staff Role/Title:	Staff Name:	Damon Webster	Jason Irving	Erin Toman	Naomi Herman	Jaclyn Smith	Mahsa Eshghi	Jake Mastrud	Jim Sandlin	Alex Swenson	Kittelson	ColumbiaWest	
Fully Burdened Rate:		\$163.00	\$185.52	\$159.94	\$66.53	\$96.47	\$140.73	\$89.15	\$106.19	\$107.46	\$1	\$1	
Task ID	Task Description	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	\$	\$	
BASIC SERVICES (and Deliverables)													
TASK 1													
1.0	Project Administration												\$6,451
1.0.1	Project Coordination	24	4	4		12							\$2,559
1.0.2	QA/QC	8	4	2		2							
1.1	Schematic Design												
1.1.1	Prepare ACAD base map	1	1	1				8		1			\$1,435
1.1.2	Prepare existing conditions plan					2				8			\$1,053
1.1.3	Project Kickoff Meeting	2	2	2					2				\$1,229
1.1.4	Prepare phased site concepts	4	1	2				16	12				\$3,858
1.1.5	Stakeholder meeting	3	3	3		3							\$1,815
1.1.6	Finalize Preferred concept for Pre-App	2	1	2	12		2			1	\$10,000		\$12,017
1.2	Pre-Application Conference												
1.2.1	Prepare Pre-App materials	1	1	8	4	24							\$4,209
1.2.2	Pre-App Application Prep	1	1	1	8	2							\$1,234
1.2.3	Pre-App submittal				4								\$266
1.2.4	Pre-App Conference Attendance/Facilitation	2	2	2									\$1,017
1.2.5	Pre-App Summary review - entitlement strategy	4	1	4									\$1,477
	TASK 1 Sub-Total												\$38,621
TASK 2													
2.0	Design Development												
2.0.1	Site Plan Preparation	4	2	4	8	8		8		4			\$4,105
2.0.2	Coordination	8	8			8							\$3,560
2.0.3	Onsite Improvements - parking, access drives, pathways - (Ph 1,2,3,6)	8	8			40	40	240	30				\$36,858
2.0.4	192nd Ave Frontage Improvements	8	8				40	60	30				\$16,952
2.0.5	192nd / 13th St Intersection / signal	4	4				16	16					\$5,072
2.0.6	Onsite ROW dedications	4		2	2					24			\$4,397
2.0.7	Submit 90% plans to Clark County for review	2	2		2			16					\$2,257
2.0.6	Prepare & coordinate drawings, outline specifications, & cost estimate for deliverables at 100% DD	4	4	1	1			60	20				\$9,093
2.0.9	Coordinate preliminary design concepts for developed site, utilities, and grading with project team		2	4	4		8		8				\$3,252
2.1	Site Plan Review												
2.1.1	Prepare Site Plan	2	1	1		20							\$2,601
2.1.2	Review Draft Submittals / coord permitting issues	2	2	2	4	12							\$2,441
2.1.3	Prepare SEPA / coord w/ team		1	2	2	16							\$2,182
2.1.4	Prepare SPR Application Narrative/Compliance desc	1	1	2		16							\$2,212
2.1.5	Prepare draft & final SPR, compile submittal package, & coord for COA	2	2	2	2	16			24	1			\$5,350
2.1.6	Provide SPR staff report to Owner & design team & review / coord prof elements and COA	1	1	2	4	8							\$1,706
2.1.7	Prepare & submit Final Site Plan package	8	4	8	2	24	8	16	12	1			\$9,708
2.1.8	Address 1st review comments & re-submit		1			8	8	16		8			\$4,359
2.1.9	Address 2nd review comments & re-submit		2			8	8	8	4				\$3,407

Actuals Not To Exceed Table (ANTE)

Harmony Sports Complex
Mackay Sposito, Inc
1325 SE Tech Center Drive, Ste. 140
Vancouver, WA 98683

Job Classifications	Direct Labor Rate	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
	NTE*	136.13%	30.00%	
Senior PE	\$69.71	\$94.90	\$20.91	\$185.52
Senior PM/PIC	\$61.25	\$83.38	\$18.38	\$163.00
Senior Planner	\$60.10	\$81.81	\$18.03	\$159.94
Project Engineer	\$52.88	\$71.99	\$15.86	\$140.73
Professional Land Surveyor	\$40.38	\$54.97	\$12.11	\$107.46
Landscape Architect	\$39.90	\$54.32	\$11.97	\$106.19
Engineer II	\$36.25	\$49.35	\$10.88	\$96.47
Design Technician III	\$33.50	\$45.60	\$10.05	\$89.15
Planning Technician	\$25.00	\$34.03	\$7.50	\$66.53

Exhibit E
Sub-consultant Cost Computations

See Attached

ATTACHMENT A - SCOPE OF WORK

PHASE 1: PROJECT MANAGEMENT, COORDINATION, AND MEETINGS

TASK A PROJECT MANAGEMENT

- Prepare monthly invoices and progress reports throughout the duration of the project through permitting. The permitting phase is assumed to take up to 12 months.
- Provide Quality Assurance/Quality Control (QA/QC) review of all deliverables (i.e., reports, construction plans, specifications, & estimate [PS&E]).

TASK B PROJECT MEETINGS

- Prepare for and attend a project team kick-off meeting up to two (2) hours in Vancouver.
- Prepare for and attend a project pre-application meeting at the City of Vancouver up to two (2) hours.
- Prepare for and attend up to two (2) meetings with the project team and/or City of Vancouver staff up to two (2) hours each to discuss alternatives to the NE 13th Street corridor extension as identified in the Section 30 master plan.
- Prepare for and attend a meeting with the project team and/or sports team representatives up to two (2) hours in Vancouver to review the current site traffic counts/trip generation study findings and to discuss future land uses by phase for up to three development phases.
- Prepare for and attend up to five (5) project design meetings up to two (2) hours each in Vancouver.

PHASE 2: TRAFFIC IMPACT STUDY / PARKING STUDY

The scope of work below is based on our past experience working with the City of Vancouver and our understanding of the proposed development. If additional services are required by the City, they will be identified in a contract medication request for client review and approval.

TASK A DATA COLLECTION AND EXISTING CONDITIONS ANALYSIS

- Summarize the traffic counts at the site driveway to identify the average site trip generation by time of day between 7:00 to 9:00 AM and between 3:00 to 9:00 PM. It is assumed the 7:00 to 9:00 AM site driveway traffic counts will demonstrate minimal morning peak hour use of the site and that any further analysis of weekday AM peak hour conditions can be

limited to documentation of existing conditions because site trip generation is and will continue to be minimal in the morning.

- Correlate the site trip generation to number of sports fields or some other independent variable that can be used to predict future site trip generation.
- Prepare a traffic study scoping letter for submittal to the City of Vancouver identifying the current site trip generation (based on the traffic counts) and a proposed traffic study scope of work. A draft copy will be submitted for client review and comment prior to submittal to the City.
- Five anticipated study intersections are as follows:
 1. Harmony Sports Complex/SE 192nd Avenue driveway
 2. NE 18th Street/NE 172nd Avenue
 3. NE 13th Street/NE 192nd Avenue intersection
 4. NE 13th Street/NW Friberg Street intersection (City of Camas)
 5. SE 1st Street/NE 192nd Avenue intersection
- Obtain existing signal timing data for the signalized study intersections from the City of Vancouver and/or City of Camas through a public records request.
- Visit the site and summarize the existing physical and operational characteristics of the five study intersections.
- Summarize the traffic counts and model existing traffic operations during the weekday AM and PM peak hours at the five study intersections.
- Obtain a select zone assignment for the site from the Southwest Washington Regional Transportation Council (RTC) for use in determining the concurrency corridor trip assignment for the project site.
- Obtain and review crash data for the five study intersections from the Washington State Department of Transportation (WSDOT) through a formal public information request.

TASK B OFF-SITE IMPACTS/ON-SITE CIRCULATION AND ACCESS

- Obtain in-process development information from the City of Vancouver and the City of Camas.
- Collaborate with the project team and/or City of Vancouver staff to identify up to three (3) alternatives to the NE 13th Street corridor extension identified through the Section 30 master plan.
- Estimate build-out year baseline traffic conditions at the five study intersections based on current growth trends, in-process developments, and transportation improvement projects in the study area for up to three phases of site expansion.

- Using trip rates derived from the site driveway traffic counts and/or other available published trip rate data, estimate the daily and weekday AM and PM peak hour traffic generated by the proposed site expansion (assumes up to three phases of expansion; Phase 1 may represent the existing uses with the main access realigned with NE 13th Street).
- Assign the weekday PM peak hour site-generated traffic to the five study intersections using the estimated trip distribution pattern within the site vicinity for each of up to three expansion phases (analysis of weekday AM peak hour conditions is assumed to not be required due to minimal morning site trip generation).
- Assign the weekday PM trips to the impacted City concurrency corridors using the estimated trip distribution pattern within the site vicinity for each of up to three expansion phases.
- Estimate the future build-out year operational levels of service and queuing at the five study intersections upon build-out of the proposed development during the weekday PM peak hour. This analysis will be completed both without and with the NE 13th Avenue Street extension continuing west through the project site for up to three (3) alternatives to the NE 13th Street corridor extension.
- Estimate five-year future (five years after initial build-out) operational levels of service at the five study intersections during the weekday PM peak hour.
- Analyze the location, safety, sight distance, spacing, signal warrant criteria, and left-turn requirements as needed for the five study intersections.
- Identify deficiencies and suggest appropriate mitigation measures, as needed.

TASK C PARKING STUDY

- Coordinate and implement an hourly parking survey of three existing locations of similar use during a typical mid-weekday and a Saturday (7 am to 7 pm). The three locations include: the existing Harmony Sports Complex, Hockinson Meadows Community Park, and David Douglas City Park, or two other identified parks of similar use.
- Summarize the parking study findings and determine the existing site parking demand rate as well as the other two similar site's demand rates.
- Prepare up to a 2-3 page memorandum that documents the data collected in the parking study summarizing existing conditions. The letter will also include future demand projections and recommendations determined by the site-specific build-out conditions at the Harmony Sports Complex. A draft copy will be provided for client review and comment prior to issuing a final copy.
- Participate in up to three (3) conference calls with the project team and owner of the Harmony Sports Complex.

TASK D REPORT OF FINDINGS

- Prepare a report (including text, figures, and tables) that summarizes the results of Tasks A and B. This report will follow City of Vancouver minimum requirements for a Transportation Impact Study. A draft report will be submitted to the client for review and comment prior to submittal of a final report to the review agencies.
- Pending receipt of team comments, finalize the report in PDF format for submittal.

PHASE 3: DESIGN SERVICES

TASK A SPORTS COMPLEX DESIGN REVIEW

- Provide geometric design input and recommendations regarding the alignment of 13th Avenue through the complex (up to 12 hours of Kittelson staff time assumed).
- Provide design input and assistance for the pedestrian crossings throughout the complex (up to 8 hours of Kittelson staff time assumed).
- Provide design input and review of the onsite circulation of the complex (up to 8 hours of Kittelson staff time assumed).

TASK B PUBLIC IMPROVEMENTS DESIGN

All public improvements will be designed to City of Vancouver standards using 22"x34" sheets and in AutoCAD format.

Traffic Signal Modification Plans

Prepare traffic signal modification plans for the intersection of 192nd Avenue & 13th Street.

- Conduct a site visit to inventory the existing conditions and verify the survey.
- Work with the utility companies to coordinate the signal pole placement.
- Develop one (1) traffic signal legend sheet.
- Develop up to four (4) traffic signal plan modification and detail sheets to the City of Vancouver standards.
- Develop technical specifications and a detailed construction cost estimate.

Signing and Striping Plans

Prepare signing and striping plans for the 13th Street approach and for 192nd Avenue from approximately 11th Street to 300' north of the existing driveway access.

- Conduct a site visit to inventory the existing conditions and verify the survey.
- Develop up to six (6) signing and striping plan and detail sheets to the City of Vancouver standards.
- Develop technical specifications and a detailed construction cost estimate.

Bidding Assistance

- Assist during the contractor selection process, including assistance with contractor inquiries on the traffic design elements during the bidding period.
- Provide CAD drawings of the design for distribution to contractors during the bidding period, if required.
- Review and respond up to two (2) requests for information (RFIs) as necessary.

TASK C CONSTRUCTION SUPPORT

Meetings

- Prepare, attend, and participate in the pre-construction conference in Vancouver for the public improvements.
- Prepare for and attend up to two (2) additional project-related construction meetings in Vancouver.

Engineering Support

- Provide up to twelve (12) hours of design interpretation as needed.
- Review up to eight (8) traffic related contractor material submittals and shop drawings for the applicable design elements as to compliance with the approved plans and specifications.
- Provide up to two (2) field visits to review contractor's staking of poles, cabinet foundations, junction boxes, loop detectors, conduit, and the permanent signing and striping.
- Prepare site observation reports for all field visits.
- Provide as-construct plans and dwg files based on contractor-supplied information.

This scope does not include preparatory time (graphics and handouts) or attendance time for any public hearings or meetings. All client requests for presentations and meetings of this nature will be accommodated on a time-and-materials basis and will be considered additional services.

Project Budget Form

Project Name: Harmony Sports Complex
 Project Manager: Fred Wismer, P.E.
 KAI Project Number: 239320.000
 Date: May 28, 2019

LABOR ESTIMATE - Harmony Sports Complex

Phase	Notes	Steyn, Hermanus	Brehmer, Christopher	Wismer, Fred	Polenske, Nicholas	Connolly, Kristine	Cullimore, Brad	SUBTASK/ TASK HOURS	SUBTASK/ TASK COST
		HJS	CLB	FSW	NDP	KMC	BSC		
1. Project Management									
	Project Management			6	12			18	\$2,697
	Project Meeting - Kickoff			3	3			6	\$971
	Project Meeting - Pre-application Conf.		3		3			6	\$1,192
	Project Meeting - 13th Street Extension		3	6	6			15	\$2,758
	Project Meeting - Parking Study			3	3			6	\$971
	Project Meeting - Design Meetings			15	15			30	\$4,857
	Quality Assurance / Quality Control	12	6					18	\$4,890
	Reimbursable Expense								\$500
	Task #1 - Subtotal	12	12	33	42	0	0	99	\$18,836
2. Traffic Impact Study / Parking Study									
	Existing Conditions Analysis		3		30	12	4	49	\$6,961
	Future Conditions Analysis		8		60	24		92	\$13,574
	Parking Study		4	16	40	8		68	\$10,571
	Draft Report of Findings			4	20	8	6	38	\$5,261
	Final Report of Findings			2	4	2		8	\$1,221
								0	\$0
	Task #2 - Subtotal	0	15	22	154	54	10	255	\$40,158
3. Design Services									
	Sports Complex Design Review	2	2	12	12			28	\$4,973
	Public Improvements Design	4		40	60		120	224	\$29,908
	Construction Support	4		24	36		16	80	\$12,147
								0	\$0
	Reimbursable Expense								\$150
	Task #3 - Subtotal	10	2	76	108	0	136	332	\$47,177
TOTAL HOURS		22	29	131	304	54	146	TOTAL HOURS	TOTAL LABOR
LABOR RATE		\$271.65	\$271.65	\$198.23	\$125.60	\$161.05	\$111.30		
LABOR COST		\$5,976	\$7,878	\$25,968	\$38,182	\$8,697	\$16,250	\$686	\$102,951

TOTAL REIMBURSABLES	\$3,220
TOTAL KAI FEES	\$108,971
TOTAL SUB FEES	\$0
TOTAL PROJECT BUDGET	\$106,171

Project Budget Form - Reimbursables

Project Name: Harmony Sports Complex
 Project Manager: Fred Wismer, P.E.
 Project Number: 239320.000
 Date: May 28, 2019

Reimbursables Multiplier: 1.00

TOTAL REIMBURSABLES \$3,220

Task

1 - Project Management					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
Car Rental - Zipcar	10		\$50.00	day	\$500
					\$0
					\$0
					\$0
					\$500

2 - Traffic Impact Study / Parking Study					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
Car Rental - Zipcar	1		\$50.00	day	\$50
Traffic counts	36		\$70.00	hour	\$2,520
					\$0
					\$0
					\$0
					\$2,570

3 - Design Services					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
Car Rental - Zipcar	3		\$50.00	day	\$150
					\$0
					\$0
					\$0
					\$150



Clark County
Harmony Sports Center Rate Schedule
As of April 2019

Classification	Hourly Rate	Overhead @ 209.63%	Profit @ 10%	Hourly Billing Rate*
Senior Principal Engineer/Planner **	\$79.76	\$167.19	\$24.70	\$271.65
Principal Engineer/Planner	\$67.56	\$141.62	\$20.92	\$230.10
Associate Engineer/Planner	\$58.20	\$122.00	\$18.02	\$198.23
Senior Engineer/Planner	\$47.28	\$99.12	\$14.64	\$161.05
Engineer/Planner	\$36.88	\$77.30	\$11.42	\$125.60
Transportation Analyst	\$31.64	\$66.33	\$9.80	\$107.77
Technician I	\$25.15	\$52.72	\$7.79	\$85.65
Technician II	\$32.68	\$68.50	\$10.12	\$111.30
Senior Technician	\$38.70	\$81.13	\$11.98	\$131.82
Associate Technician	\$46.75	\$97.99	\$14.47	\$159.22
Office Support	\$26.86	\$56.31	\$8.32	\$91.49

* Average classification rates by category are shown above escalated 4% to cover upcoming roles & responsibilities effective July 1. These rates will be invoiced for the first year of the contract. Kittelson will request renegotiations of rates within 90 days following our fiscal year end.

** This position can only be used for the tasks and hours as shown on the approved budget form. Pre-approval is required prior to performing work on any task not identified on the approved budget form.

KITTELSON & ASSOCIATES, INC.
Statement of Direct Labor, Fringe Benefits, and General Overhead
For the Year Ended December 31, 2017

Account Description	General Ledger Account Balance	Unallowable Costs	Footnotes	Allowable Costs	% Direct Labor
DIRECT LABOR	\$ 9,811,916			\$ 9,811,916	
FRINGE BENEFITS					
Paid Time Off	1,695,376			1,695,376	
Payroll Taxes	1,363,290	\$ (30,178)	(p)	1,333,112	
Workers Compensation	71,204			71,204	
Retirement	2,889,490	(50,517)	(a)	2,838,973	
Bonuses	3,469,109	(609,918)	(a)	2,859,191	
Other Employee Benefits	3,562			3,562	
Employee Insurance	217,391			217,391	
Fringe Benefits Total	9,709,422	(690,613)		9,018,809	
GENERAL OVERHEAD					
Indirect Labor	5,499,352	(350,957)	(a)	5,148,395	
Computer Expenses	1,193,728	(38,347)	(c),(d),(e),(l)	1,155,381	
Conferences, Seminars and Training	234,090	(19,684)	(e),(f),(g)	214,406	
Depreciation and Amortization	237,999			237,999	
Long-term (Gain) Loss on Sale of Asset	(576)			(576)	
Business Insurance	369,120	(11,633)	(c),(s)	357,487	
Officers' Life Insurance	20,005	(20,005)	(t)	-	
Taxes and Licenses	116,876	(522)	(c)	116,354	
Office Supplies	193,360	(42,452)	(f),(l)	150,908	
Payroll Processing	32,386			32,386	
Postage and Shipping	47,078	(3,018)	(d),(j)	44,060	
Printing and Reproduction	64,977	(48,423)	(d),(f)	16,554	
Recruiting	43,571	(9,846)	(h),(l)	33,725	
Professional Fees	890,177	(321,153)	(a),(c),(d),(f),(k),(n),(q)	569,024	
Rent and Rental Expenses	1,944,936	(115,159)	(b),(d)	1,829,777	
Equipment Leases	312,232	(4,445)	(c)	307,787	
Repairs and Maintenance	71,033			71,033	
Telephone and Communications	320,967	(5,175)	(l)	315,792	
Travel	723,709	(100,553)	(b),(d),(e),(l)	623,156	
Meals	240,634	(138,465)	(b),(d),(l),(o)	102,169	
Employee Vehicles Cost	88,189	(20,646)	(b),(c),(f)	67,543	
Advertising	486	(486)	(f)	-	
Relocation	32,206	(140)	(l)	32,066	
Dues and Subscriptions	97,753	(30,234)	(f),(g)	67,519	
Bank Service Charges	24,059			24,059	
Contributions	89,682	(89,682)	(h)	-	
Company Sponsored Activities	114,763	(114,763)	(e),(r)	-	
Employee Morale	104,810	(104,810)	(r)	-	
Interest Expense	72,548	(72,548)	(i)	-	
Gifts	12,007	(12,007)	(r)	-	
State Income Taxes	53,443	(53,443)	(m)	-	
General Overhead Total	13,245,600	(1,728,596)		11,517,004	
Fringe Benefits & General Overhead Total	\$ 22,955,022	\$ (2,419,209)		\$ 20,535,813	209.29%

FAR OVERHEAD RATE

FACILITIES CAPITAL COST OF MONEY RATE (refer to Note H)

209.29%

0.34%



**Washington State
Department of Transportation**

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

June 19, 2018

Kittelson & Associates, Inc.
610 SW Alder Street, Suite 700
Portland, OR 97205

Subject: Acceptance FYE 2017 ICR – CPA Report

Dear Ms. Liana Hakim:

We have accepted your firms FYE 2017 Indirect Cost Rate (ICR) of 209.63% (rate includes 0.34% Facilities Capital Cost of Money) based on the "Independent CPA Report," prepared by D.L. Purvine. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

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

Jonson, Erik
Jul 4 2018 3:55 PM
cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:

May 13, 2019

Mr. Damon Webster
MacKay Sposito
1325 SE Tech Center Drive, Suite 140
Vancouver, Washington 98683

**Re: Proposal Agreement / Contract for Geotechnical Services
Harmony Sports Complex Improvements
NE 192nd Avenue, Parcel No. 176384000
Vancouver, Washington**

Mr. Webster:

Columbia West Engineering, Inc. (Columbia West) is pleased to provide this proposal agreement / contract with attached standard terms and conditions and fee schedule (Exhibits A and B, 3 pages) for requested geotechnical site investigation services for the above-referenced project located in Vancouver, Washington. The terms and conditions set forth in this contract are to provide the basis for the relationship between Columbia West and Mackay Sposito.

Scope of Services.

Geotechnical Site Investigation Report

- Columbia West will conduct a geotechnical site investigation. The investigation will consist of approximately one day of on-site Columbia West project engineer time to conduct site reconnaissance and direct and oversee six to eight test pit explorations. Infiltration testing will be conducted in each test pit at appropriate depths. Subsurface exploration services will be provided by Columbia West via direct subcontract. Exploration services will include a track-mounted excavator, operator, and mobilization to and from the site. Please note that exploration will necessarily result in alteration and disturbance of vegetation and soils. Columbia West will attempt to limit disturbance, but some should be expected.
- Columbia West will prepare a geotechnical site investigation report. The report will include:
 - Project description, soil index properties, regional geology, soil and groundwater conditions.
 - Results of research of existing geologic and seismic maps and literature to determine relevant seismic risks, including locations of faults, earthquake magnitudes, and seismic factors from the 2015 IBC.
 - Laboratory analysis of collected soil samples to assess soil index properties and classification characteristics. Tests may include, but may not be limited to in situ moisture content, gradation, plasticity, and soil classification.
 - Engineering analysis and recommendations for:
 - Grading and earthwork, including specifications and recommendations for topsoil stripping, over-excavation, subgrade preparation, soil compaction, fill lift thickness, and construction monitoring and testing;
 - Cut and fill slopes, including recommended slope inclinations and benching;
 - Utilities and drainage, including excavation and backfilling recommendations;
 - Infiltration test results and subsurface disposal of stormwater;
 - Luminaire foundations and lateral bearing pressure;
 - Flexible pavement design and construction;
 - Seismic design considerations and soil site class as defined by the 2015 IBC;
 - Wet-weather construction.

Fee: \$9,500

Note: Columbia West will require utility locate information from the client prior to commencing project work. Columbia West will not be responsible for damage to utilities at the site if not indicated, located, or called out to Columbia West. The client is responsible for providing clear right-of-entry and approved site access.

Payment. The scope of services identified above will be conducted on a lump-sum basis in accordance with the identified fee. If unforeseen circumstances arise and warrant additions to the scope of services, Columbia West will contact you prior to performing further efforts. Additional services will be conducted on a

time-and-expense basis in accordance with the fees and billing rates provided in the attached Professional Services Schedule of Fees (Exhibit B, 2 pages). Columbia West will invoice upon project completion and be compensated in full within 30 days of receipt of invoice.

Start Time/Completion Time/Schedule. Columbia West will begin project work within two days of receiving a signed agreement. Columbia West will complete and submit a report within 45 calendar days after field investigation is complete.

Limitation of Remedy. By signing this proposal agreement / contract, you agree to have read this document and the attached standard contract terms and provisions, including the limitation of remedy paragraph, and agree to be bound by all of the terms. The undersigned certifies that he/she is authorized to act on behalf of Mackay Sposito.

This proposal and the attached terms and conditions constitute the entire agreement between the parties.

Date: _____

Date: _____

Columbia West Engineering, Inc.

Mackay Sposito

Name and Title: Lance V. Lehto, PE, GE, President

Name and Title: _____

Signature: _____

Signature: _____

1. General. Columbia West Engineering, Inc. ("Columbia West") shall perform for Client the professional engineering services as outlined in the body of the Letter Agreement/Contract to which this applies. No additional services shall be performed nor required of Columbia West absent written agreement of the parties.

2. Client's Responsibilities. Client shall provide all reasonable information as to Client's requirements for the Project, and will designate a person to act with authority on Client's behalf for all aspects of the Project. Said person will examine and promptly respond to Columbia West's submissions and requests for information, and shall give prompt written notice to Columbia West should Client observe or otherwise become aware of any defect in the work performed under this Agreement. Columbia West shall be entitled to reasonably rely on all information provided to it by Client.

3. Payment. Fees and other charges will be billed in accordance with the terms and conditions outlined in the letter agreement. Additionally, the amount of each billing shall be due and payable 30 days after the date of such billing. Any portion of a billing not paid within thirty days of the billing date shall be delinquent and shall bear a service charge of one and one-half percent per month on the unpaid balance. If any billing is not paid within thirty days after the billing date, then in addition to any other remedies as may be available to Columbia West, it may cease performing work upon delivery of written notice to Client of its intention to do so. Columbia West shall additionally have the right but not the obligation to cease performing work under any other contract as may then be outstanding between Client and Columbia West.

4. Limitation of Remedy. To the fullest extent permitted by law, and not withstanding any other provision of this contract, the total liability, in the aggregate, of Columbia West and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, and all other contractors, subcontractor, consultants or others providing services for the project for any and all claims, losses, costs of damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the project from any cause or causes arising out of Columbia West's services on the project (whether described in this agreement or any subsequent agreement between the parties, except as expressly agreed otherwise), including any indemnity obligation owed hereunder or otherwise, shall not exceed \$50,000.00 or the compensation received under this contract, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, including negligence, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based on contract, tort, or statute, unless otherwise prohibited by law.

5. Standard of Care. Columbia West will provide its services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions and time period in the locality of the project. Columbia West makes no other representation regarding its services, and no guarantee or warranty, express or implied, is included or intended as to any findings, recommendations, specifications, reports, opinions, documents or other instruments of service prepared by Columbia West. No agent or representative of Columbia West has any authority to modify this disclaimer of warranty. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are to be made by Columbia West. Client acknowledges that the interpretations and recommendations made by Columbia West are based solely on the information available to Columbia West. Client agrees that Columbia West has been engaged to provide technical professional services only, and that Columbia West does not owe any fiduciary responsibility to the Client, or the project Owner, if different from Client.

6. Client's Termination of Work. Client may, by written notice, terminate Columbia West's work prior to completion. Columbia West shall nevertheless be entitled to payment of all fees and expenses incurred up to termination, and may additionally complete such work as may be necessary to place its files in order and to complete a report on work performed to date of termination. A termination charge to cover the costs thereof may be imposed at the discretion of Columbia West, said termination charge not to exceed ten percent of all charges incurred up to the date of notice of termination.

7. Utilities. In the prosecution of its work, Columbia West will take reasonable precautions to avoid any injury or damage to underground structures or utilities. Client agrees to defend, indemnify and hold Columbia West harmless for any damages or claims of damage to any such underground structures or utilities not called to Columbia West's attention or incorrectly shown on surveys or plans furnished to Columbia West.

8. Samples. Columbia West will retain uncontaminated samples of soil or rock taken in connection with this work. [Columbia West will retain such samples for thirty days. Retention of such samples beyond thirty days will occur only at Client's request and in return for payment of storage charges incurred.] All contaminated or environmentally impacted material or samples are the sole property of the client. Client maintains responsibility for proper disposal.

9. Right of Entry. Client will provide for the right of entry to Columbia West, its employees, agents or consultants, and for all equipment reasonably necessary to complete the work. Columbia West will take reasonable precautions in accordance with the Standard of Care to minimize any damage to property. It is understood by Client, however, that in the normal course of work, some damage may occur, in which event Columbia West is not obliged to restore the property to its state prior to the performance of such work.

10. Re-use of Documents. Any reuse or modification of documents by Client or anyone obtaining it through Client will be at Client's sole risk and without liability to Columbia West. Client will defend, indemnify and hold Columbia West harmless from all third party claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising out of or in any way related to the reuse or modification of the Work by Client or anyone obtaining it through Client.

11. Cost and Other Estimates. Client recognizes that Columbia West has no control over the cost of labor, materials, equipment or services provided by others, or over the contractor's methods of determining prices, or of market conditions. Any cost estimates as may be provided are made only on the basis of Columbia West's experience and judgment. No warranty is given, express or implied, that proposals or bids or actual project construction costs will not vary from cost estimates provided by Columbia West. Additionally, Columbia West makes no representations concerning estimates of area or volumes. Such estimates are estimates only. No warranty is made that estimates of areas or volumes will not be different from actual quantities.

12. Construction Monitoring. If Columbia West is retained by Client to provide services to monitor or observe portions of construction work, foundation excavations, or other field activities, Columbia West will report its observations and opinions to Client or Client's designated agent. Columbia West will report any observed geotechnically-related work that, in Columbia West's opinion, does not conform to plans or specifications. Client acknowledges that Columbia West has no right to reject or stop work of any contractor, subcontractor or agent of the Client. Columbia West's construction monitoring or foundation observation does not include nor consist of exploratory investigation, subsurface evaluation, seismic evaluation, groundwater analysis or any other activities associated with site investigation. Construction monitoring is limited to materials tested and observed during the construction phase of the project and is not a warranty or evaluation of subsurface conditions. Columbia West claims no past or prior knowledge of site conditions other than those documented in our reports. Should Columbia West not be retained by Client for the purpose of monitoring construction work or field activities, Columbia West shall not be held liable or responsible for any such activities, or for the geotechnical performance of the completed Project. Monitoring of construction work or field activities and the performance of the complete Project will then be the sole responsibility of Client or of any other parties designated by Client. Client in such event agrees to defend, indemnify and hold harmless Columbia West from any loss or judgment incurred by Columbia West as a result of a claim or lawsuit resulting from Client's failure to monitor construction work or field activities for which Columbia West has not been retained.

13. Means, Methods and Techniques; Safety. Columbia West is not responsible for and will not have control of means, methods, techniques, sequences or procedures of construction or other field activities of any contractor, subcontractor, agent or representative of Client. It is agreed that Columbia West has no control over any person or parties not employees or consultants of Columbia West. Columbia West has not been engaged and is not responsible for any safety precautions or programs related to construction for non-employees or non-consultants of Columbia West.

14. Assignments. During the term of this Agreement and following its expiration or termination for any reason, neither Client nor Columbia West shall transfer, assign, convey or sublet any right, claims, duty or obligation under it, nor any other interest therein without the prior written consent of the other party.

15. Disputes. In the event of a disagreement, Client and Columbia West agree that they will use their best efforts to resolve same in good faith negotiations or discussions with one another. If unsuccessful in resolving the dispute, the parties shall mediate any dispute prior to and as a precondition to commencement of a lawsuit by either.

16. Certifications: Client agrees not to require that Columbia West execute any certification with regard to services performed or work tested and/or observed under this agreement unless: (1) Columbia West believes that it has performed sufficient services to provide a sufficient basis to issue the certification, (2) Columbia West believes that the services performed or work tested and/or observed meet the criteria of the proposed certification, and (3) Columbia West has reviewed and approved in writing the exact form of such certification prior to execution of this agreement. Any certification by Columbia West is limited to an expression of professional opinion based upon the services performed by it, and does not constitute or imply a warranty or guarantee of any kind.

17. No Personal Liability: Client expressly waives any right to sue, or otherwise make any claim against, any of Columbia West's officers or employees, past or present, as individuals, for any cause.

18. Consequential Damages: Neither Client nor Columbia West will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

19. No Third Party Beneficiaries: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Columbia West. No third party beneficiaries are created or intended by this Agreement.

EXHIBIT B – 2019 Professional Services Schedule of Fees

SPECIAL INSPECTION AND CONSTRUCTION MONITORING

➤ **Services**

	<u>TYPE</u>	<u>RATE</u>
Laboratory Technician.....	hourly	\$50.00
Engineering Technician (soil, aggregate, asphalt, concrete)	hourly	\$65.00
Special Inspection (reinforced concrete, shotcrete).....	hourly	\$65.00
Special Inspection (proprietary anchors, lateral wood, and cold-formed steel).....	hourly	\$65.00
Special Inspection (masonry, grout, CMU).....	hourly	\$65.00
Special Inspection (fireproofing).....	hourly	\$65.00
Special Inspection (structural steel, bolting, welding, and post-tensioned concrete).....	hourly	\$70.00
Non-Destructive Testing Inspector.....	hourly	\$75.00
Floor Flatness Technician.....	hourly	\$70.00
Senior Engineering Technician	hourly	\$70.00
Asphalt Coring and Concrete Coring.....	hourly	\$80.00
Cement-Treated-Soil Testing and Inspection.....	hourly	\$70.00
Concrete Strength-Maturity Testing.....	hourly	\$85.00
Subgrade Evaluation	hourly	\$85.00
Laboratory Manager.....	hourly	\$100.00
Project Manager.....	hourly	\$100.00
Administrative Assistant.....	hourly	\$50.00
Skidmore Wilhelm – Bolt Testing (equipment fee).....	per day	\$65.00
Floor Flatness (equipment fee).....	per day	\$200.00
Anchor Proof Loading Hydraulic Ram and Deflection Gauges (equipment fee).....	per day	\$250.00
Ultra-Sonic Testing Equipment (equipment fee).....	per day	\$30.00
Concrete Strength-Maturity Electronic Meter/Reader (equipment fee).....	per day	\$50.00
Strength-Maturity Loggers.....	each	\$115.00

ENGINEERING CONSULTING

➤ **Personnel**

	<u>TYPE</u>	<u>RATE</u>
Principal Engineer	hourly	\$155.00
Project Engineer	hourly	\$125.00
Senior Staff Engineer	hourly	\$110.00
Staff Engineer	hourly	\$100.00
Project Geologist	hourly	\$125.00
Staff Geologist	hourly	\$100.00
Environmental Engineer	hourly	\$110.00

➤ **Geotechnical Services**

	<u>TYPE</u>	<u>RATE</u>
Bearing Capacity and Settlement Analysis	site specific	quoted
Foundation Design	site specific	quoted
Geotechnical Plan Review	hourly	\$125.00
Geotechnical Site Investigation	site specific	quoted
Retaining Wall Design	site specific	quoted
Rigid and Flexible Pavement Design	site specific	quoted
Slope Stability Analysis	site specific	quoted
Soil Infiltration Testing	site specific	quoted
Deep Foundation and Pile Design.....	site specific	quoted

➤ **Environmental Services**

	<u>TYPE</u>	<u>RATE</u>
Stormwater Sampling – 1200 COLS	site specific	quoted
Stormwater Sampling – 1200 A	site specific	quoted
Stormwater Sampling – 1200 Z	site specific	quoted
Monthly Stormwater Monitoring	site specific	quoted
Stormwater Pollution Control Plan	site specific	quoted
Spill Prevention / Accidental Spill Plans	site specific	quoted
Critical Aquifer Recharge Area (CARA) Site Evaluation Report	site specific	quoted
Phase I Environmental Assessment	site specific	quoted

Phase II Environmental Assessment site specific quoted

MATERIALS TESTING SERVICES

➤ **Soils & Aggregate**

	<u>TYPE</u>	<u>RATE</u>
Atterberg Limits	each	\$105.00
Direct Shear	each	\$425.00
California Bearing Ratio	each	\$425.00
One-dimensional Consolidation	each	quoted
Fractured Face Determination.....	each	\$50.00
Flat & Elongated particles	each	\$125.00
Hydrometer Analysis	each	\$135.00
Moisture Content	each	\$25.00
Organic Content	each	\$75.00
Organic Impurities.....	each	\$75.00
pH (soil)	each	\$50.00
Permeability (Constant Head).....	each	\$350.00
Permeability (Falling Head).....	each	\$250.00
Percent Wood Waste.....	each	\$50.00
Proctor Moisture-Density	each	\$200.00
Proctor Moisture-Density with oversize	each	\$220.00
Sand Equivalent	each	\$95.00
Sieve Analysis < ¼ inch maximum particle size.....	each	\$105.00
Sieve Analysis ¼ inch to 2-inch maximum particle size.....	each	\$135.00
Sieve Analysis > 2-inch maximum particle size.....	each	\$250.00
Specific Gravity of Coarse Aggregate.....	each	\$85.00
Specific Gravity of Fine Aggregate.....	each	\$130.00
Uncompacted Void Content.....	each	\$125.00
Unconfined Compression	each	\$150.00
Soil Classification	each	\$25.00

➤ **Treated Soils**

	<u>TYPE</u>	<u>RATE</u>
Proctor Moisture-Density	each	\$250.00
CBR (7-day cure)	each	\$560.00
Compressive Strength Test	per set	\$300.00

➤ **Portland Cement Concrete / Masonry / Rock**

	<u>TYPE</u>	<u>RATE</u>
Concrete Cylinder Compressive Strength	each	\$24.00
Mortar/Grout 2 inch Cube Compressive Strength.....	each	\$24.00
Mortar Cylinder Compressive Strength.....	each	\$24.00
Core Compressive Strength (peak strength only).....	each	\$55.00
Core Unconfined Compressive Strength (stress-strain relationship).....	each	\$145.00
Grout Prism Compressive Strength Test.....	each	\$40.00
CMU Prism Compressive Strength Test.....	each	\$125.00
Calcium Chloride Moisture Kit.....	each	\$20.00

➤ **Asphalt Concrete**

	<u>TYPE</u>	<u>RATE</u>
Rice Density	each	\$95.00
Core Density and Thickness	each	\$45.00
Oil Content Calibration - Ignition.....	each	quoted
Oil Content & Gradation - Ignition	each	\$195.00
Moisture Content of Bituminous Mixtures.....	each	\$20.00

MISCELLANEOUS

	<u>TYPE</u>	<u>RATE</u>
Concrete Equipment Fee.....	daily	\$30.00
Coring Equipment Fee.....	daily	\$105.00
Core Bit Wear	per core	\$5.00
Nuclear Densometer	daily	\$30.00
Vehicle Fee.....	daily	\$30.00
Mileage (outside of service area)	mile	\$0.69
Outside Services.....	each	cost + 20%

Personnel rates are portal to portal. All requested geotechnical observations, inspections, and testing require 24-hour notice and have a 3-hour minimum charge. Hours in excess of eight per day, work on weekends, and same-day service requests will be invoiced at 1.5 times the quoted rate. Work on holidays will be invoiced at two times the quoted rate. Laboratory testing requests with turnaround less than two days will be invoiced at 1.5 times the indicated rate. Laboratory rates do not include pick up or delivery to Columbia West's laboratory. (α19)

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

PROJECT: Harmony Sports Complex
Consultant: Columbia West Engineering, Inc.

March 13, 2019

Discipline or Job Title	Overhead	Labor + Overhead	Profit	Billing Rate Per Hour	
	@ %		@ %		
Principal Engineer	137.34%	\$171.15	30.00%	21.63	\$192.78
Project Engineer	137.34%	\$136.92	30.00%	17.31	\$154.23
Project Manager	137.34%	\$93.56	30.00%	11.83	\$105.39
Project Geologist	137.34%	\$103.24	30.00%	13.05	\$116.29
Staff Geologist	137.34%	\$77.59	30.00%	9.81	\$87.39
Staff Engineer	137.34%	\$85.58	30.00%	10.82	\$96.40
Environmental Engineer	137.34%	\$98.50	30.00%	12.45	\$110.95
Engineering Technician	137.34%	\$59.34	30.00%	7.50	\$66.84
Special Inspector (RC, SM, PA)	137.34%	\$80.70	30.00%	10.20	\$90.90
Special Inspector (SW, SB, FP)	137.34%	\$84.26	30.00%	10.65	\$94.91
Laboratory Manager	137.34%	\$109.53	30.00%	13.85	\$123.38
Laboratory Technician	137.34%	\$55.77	30.00%	7.05	\$62.82
Administrative Assistant	137.34%	\$52.21	30.00%	6.60	\$58.81

Overhead Schedule

Consultant: Columbia West Engineering, Inc.
July 8, 2019

<u>Account Title</u>	<u>Total Costs</u>	<u>% of Direct Labor</u>
<u>Direct Labor Base</u>	<u>\$1,432,871</u>	<u>100.00%</u>
<u>Overhead Expenses</u>		
Vacation, Sick, & Holiday	\$0	0.00%
Worker's Comp Insurance	\$7,519	0.52%
Payroll Taxes	\$190,467	13.29%
Group Health Insurance	\$85,982	6.00%
Bonuses/Profit Sharing	\$65,705	4.59%
Total Payroll Overhead	<u>\$349,673</u>	<u>24.40%</u>
<u>General Overhead Expenses</u>		
Indirect Labor	\$935,840	65.31%
Labor Variance (Uncomp OT)	-\$27,871	-1.95%
Bid & Proposal Labor	\$103,614	7.23%
Incentive Bonus	\$65,566	4.58%
Rent	\$55,442	3.87%
Maintenance & Repairs	\$33,151	2.31%
Travel	\$7,680	0.54%
Travel - Employee Mileage Exp.	\$56,295	3.93%
Travel - Meals	\$10,346	0.72%
Insurance	\$103,043	7.19%
Telephone	\$21,622	1.51%
Utilities	\$14,397	1.00%
Depreciation & Amortization	\$98,100	6.85%
Dues & Subscriptions	\$1,453	0.10%
Employee Train	\$9,449	0.66%
Advertising	\$175	0.01%
Professional Fees	\$30,817	2.15%
Laboratory Supplies	\$47,208	3.29%
Special Inspection Supplies	\$12,283	0.86%
Environmental Supplies	\$2,002	0.14%
Office Supplies	\$14,136	0.99%
Licenses & Permits	\$6,187	0.43%
Postage & Printing	\$7,954	0.56%
Clothing/Protective Gear	\$3,609	0.25%
Payroll Processing/Bank Fees	\$5,783	0.40%
Total General Overhead Expenses	<u>\$1,618,281</u>	<u>112.94%</u>
Total General Service Office Overhead	<u>\$1,967,954</u>	<u>137.34%</u>



**Washington State
Department of Transportation**

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

July 16, 2018

Columbia West Engineering, Inc.
11917 NE 95th Street
Vancouver, WA 98682

Subject: Acceptance FYE 2017 ICR – Risk Assessment Review

Dear Jeff Maruca:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2017 ICR of 137.34%. These rates are applicable to Washington Local Agency Contracts only. These rates may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

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

Jonson, Erik
Jul 16 2018 1:27 PM
cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:mya

Exhibit F

Title VI Assurances

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

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

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

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

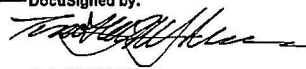
I hereby certify that I am the and duly authorized representative of the firm of MacKay & Sposito, Inc. whose address is 1325 SE Tech Center Drive, Suite 140, Vancouver, WA 98683 and that neither the above firm nor I have

- 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.

Mackay & Sposito, Inc.

Consultant (Firm Name)

DocuSigned by:

 3AA79298AB7845E...

7/19/2019

Signature (Authorized Official of Consultant)

Date

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, Wasjington, and MacKay & Sposito, 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; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the 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 Shawn Hennessee, County Manager


Aug 6, 2019
Date

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

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

Mackay & Sposito, Inc.

Consultant (Firm Name)

DocuSigned by:

 3AA79298AB7845E...

7/19/2019

Signature (Authorized Official of Consultant)

Date

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

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

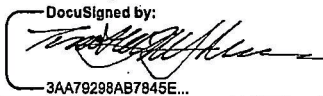
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress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

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

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

MacKay & Sposito, Inc.

Consultant (Firm Name)

DocuSigned by:

 3AA79298AB7945E...

7/19/2019

Signature (Authorized Official of Consultant)

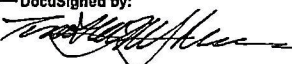
Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of RFP# 754 * are accurate, complete, and current as of June 20, 2019 **.

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: Mackay & Sposito, Inc.

DocuSigned by:

3AA70298AB7845E...

CEO

Signature

Title

Date of Execution _____ ***:

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

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

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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