

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works, Engineering & Construction Division

DATE: September 15, 2020

REQUESTED ACTION: Authorize the County Manager to sign Supplemental Agreement No. 3 to Professional Services Agreement No. 744355 with OTAK, Inc. for continued construction inspection support for the Northeast Manley Road Reconstruction Project. CRP No. 322012

Consent Hearing County Manager

BACKGROUND

On May 23, 2017, Clark County entered into Professional Services Agreement No. 744355 with OTAK, Inc. to perform transportation design, hydraulic and structural engineering, environmental permitting, and construction support for the Northeast Manley Road project.

Improvements to Northeast Manley Road include:

- Performing spot pavement repairs and repaving with hot-mix asphalt
- Making safety improvements including horizontal and vertical road realignment, guardrail upgrades, and removal of objects in the clear zone
- Removing and replacing four undersized culverts with larger fish passable culverts
- Adding gabion walls to stabilize the road embankment

A ten percent management reserve was authorized in February 2019 to pay the consultant for additional analysis and exhibits in response to several requests from property owners and permitting agencies.

Lee Construction, Inc. was awarded the contract and began construction in February 2020. The project will take two construction seasons to complete because of the environmental restrictions associated with working in the stream.

Further construction support for in-water work, the large culverts and the structural wall is required from OTAK, Inc. County staff do not have expertise for oversight of this work. Approval of Supplemental Agreement No. 3 in the amount of \$25,000 will provide the necessary funding to enable OTAK, Inc. to continue to provide construction support through the completion of the project.

COUNCIL POLICY IMPLICATIONS

None. This contract was previously approved by Council.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COMMUNITY OUTREACH

In March 2018, Public Works sent out a “Heads Up” mailer to residents and property owners in the area explaining the project, followed by a press release and an open house in April 2018. Several communications with affected property owners took place throughout the project design phase. Additional “Heads Up” mailers were sent to residents and property owners in May and November of 2019 informing them of the updated construction schedule and county staff contact information as well as detour routes and specific traffic restriction dates in accordance with RCW 47.48.020 Notice of Closure or Restriction. A news release and legal add was also issued in the Columbian Newspaper regarding the temporary road closure. Construction information was posted on the county’s website and posted to all Public Works social media accounts including Facebook, Twitter, Nextdoor, and Instagram.

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	\$25,000
Grant Fund Dollar Amount	N/A
Account	1012 Road Fund
Company Name	OTAK, Inc.

DISTRIBUTION:

Council staff will post all staff reports to the web. <https://www.clark.wa.gov/council-meetings>

ATTACHMENTS: (1) Supplemental Amendment No. 3 to Agreement No. 744355; (2) Contract No. 744355 with OTAK, Inc. and (3) PowerPoint

Tom Grange

Tom Grange, PE
Engineering & Construction Division Manager

Ahmad Qayoumi

Ahmad Qayoumi, PE
Public Works Director/County Engineer

Eva Haney

Eva Haney, CGFM
Finance Division Manager

Primary Staff Contact: Scott Sawyer, Ext. 4364

APPROVED: *Robert J. O'Brien*
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: *Sept. 15, 2020*

SR# *121-20*





**Washington State
Department of Transportation**

Supplemental Agreement Number <u>3</u>		Organization and Address Otak, Inc. 700 Washington Street, Ste. 401 Vancouver, WA 98660 Phone: 360-737-9613	
Original Agreement Number 744355			
Project Number 322012	Execution Date 4/10/2017	Expiration Date 12/31/2021 No Change	
Project Title NE Manley Road & Culvert	New Maximum Amount Payable \$ 490,335.45		
Description of Work Otak, Inc. will develop a consultant design team and perform the engineering services necessary to complete the hydraulic, structural, environmental permitting and design needed to construct the culverts, headwalls, retaining walls, placing riprap, stream restoration and final landscaping and planting.			

The Local Agency of Clark County, Washington
 desires to supplement the agreement entered in to with Otak, Inc.
 and executed on 4/10/17 and identified as Agreement No. 744355
 All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
 The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
 No Change

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days
 for completion of the work to read: 12/31/2021 No Change

III

Section V, PAYMENT, shall be amended as follows:
 An increase of \$25,000 is needed for continued construction inspection support of the NE Manley Road
 Reconstruction project.
 Original contract: 465,335.45 (including 10% management reserve) plus \$25,000 (increase)=
 \$ 490,335.45.

By: _____ By: Kathleen Otto

 Consultant Signature Approving Authority Signature

9/17/2020
 Date

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

Agreement Number: 744355

Firm/Organization Legal Name (do not use dba's): Otak Inc.		
Address 700 Washington Street, Ste. 401, Van, WA 98660	Federal Aid Number	
UBI Number	Federal TIN or SSN Number 91-1324129	
Execution Date 4/10/2017	Completion Date 12/31/2019	
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Project Title NE Manley Road & Culvert Project CRP 322012		
Description of Work Otak, Inc. will develop a consultant design team and perform the engineering services necessary to complete the hydraulic, structural, environmental permitting and design needed to construct the culverts, headwalls, retaining walls, placing riprap, stream restoration and final landscaping and planting.		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation	Maximum Amount Payable: \$423,032.23 Management Reserve 10%: \$42,303.22 Maximum Amount Payable: 465,335.45
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No MBE Participation	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No WBE Participation	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No SBE Participation	

Index of Exhibits

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

Agreement Number: 744355

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.

Agreement Number: 744355

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

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

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

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

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

If to AGENCY:

Name: Matt Hall
Agency: Clark County Public Works
Address: PO Box 9810
City: Vancouver State: WA Zip: 98666
Email: Matt.Hall@clark.wa.gov
Phone: 360.397.6118, ext. 4225
Facsimile: 360.397.6051

If to CONSULTANT:

Name: Tim Kraft
Agency: Otak, Incorporated
Address: 700 Washington Street, Suite 401
City: Vancouver State: WA Zip: 98660
Email: tim.kraft@otak.com
Phone: 360.737.9613
Facsimile: 360.737.9651

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.

Agreement Number: 744355

V. Payment Provisions

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

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

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

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

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

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

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

Agreement Number: 744355

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

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

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

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

Agreement Number: 744355

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: 744355

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.

Agreement Number: 744355

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

Agreement Number: 744355

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

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

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

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

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

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

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

Agreement Number: 744355

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: Matt Hall
Agency: Clark County Public Works
Address: PO Box 9810
City: Vancouver State: WA Zip: 98666
Email: matt.hall@clark.wa.gov
Phone: 360.397.6118, ext. 4225
Facsimile: 360.397.6051

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

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

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

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

Agreement Number: 744355

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.

Agreement Number: 744355

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.

Agreement Number: 744355

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.

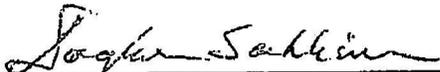
Agreement Number: 744355

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

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

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

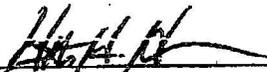
In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.



Signature Otak, Incorporated

5-5-17

Date



Signature Heath H. Henderson

5/31/17

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:



Christopher Hope
Chief Civil Deputy Prosecution Attorney

Agreement Number: 744355

Exhibit A
Scope of Work

Project No. 322012

See Attached

Agreement Number: 744355

Scope of Work - Exhibit A

Engineering Services for

NE Manley Road & Culvert Project (NE 92nd Avenue to Southern Culvert Replacement) CRP #322012

April, 2017

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

Project Understanding

The NE Manley Road & Culvert Repair Project is located northwest of the City of Battle Ground and its extents include the length of NE Manley Road from its intersection with NE 82nd Avenue (at the north end) to its intersection with NE 244th Street (at the south end of the project). This project has an approximate length of 0.95 miles. NE Manley Road is a Rural Minor Collector and is a bus route for the Battle Ground School District. Daybreak Creek crosses NE Manley Road three times (through undersized culverts) within the project area. The County would like to improve the roadway and replace the three existing culverts.

The County intends to complete the civil work in-house related to the roadway widening, roadway realignment, replaced and additional guardrail, pavement overlay, striping, signage and relocation of objects from the clear zone, where feasible. A County engineer will be assigned to the project team. The County will provide geotechnical investigation, reporting and support for the project.

It is understood that Otak, Inc. will develop a consultant design team and perform the engineering services necessary to complete the hydraulic, structural, environmental permitting and design needed to construct the culverts, headwalls, retaining walls, placing riprap, stream restoration and final landscaping and planting.

This project is supported and funded by the State of Washington – County Road Administrative Board (CRAB), through their Rural Arterial Program (RAP). This project will need to meet all granting requirements.

The County's Project Manager (PM) will lead the project team, which includes the consultant design team. The consultant team Project Manager will work closely with the County Project Manager to assure the communication and leadership needed for the success of the project. Clark County will complete the civil engineering design for the roadway including all survey work, vertical and horizontal road alignment, pavement section design, stormwater design, erosion control, transportation engineering (geometry, access, signing/stripping) and will

coordinate with the consultant design team to support culvert and wall designs and environmental permitting.

Clark County will also provide the following services to support the project designs: surveying, monumentation, staking, property acquisition (including right-of-way plans, appraisals, legal descriptions, and agreements), environmental permitting assistance, constructability reviews, and public outreach.

Scope of Work

Project Management / Contract Administration

The consultant Project Manager is responsible for managing the consultant design team scope of work, budget, and project schedule. This work will be closely coordinated with the County Project Manager.

Tasks include:

- Prepare Project Work Plan
- Attend monthly team meetings
- Monthly progress reports and billings
- Support for County provided services
 - Project Management: Monthly project meetings; work closely with the County PM to efficiently manage the contract scope of work and budget. Communicate any scope and budget issues promptly so they are addressed and not create surprises later.
 - Survey: Coordinate with the County PM and Survey Section Lead for information needed for the project design.
- Real Property Acquisition: Coordinate with the County PM and Real Properties Lead to provide plan information and exhibits necessary to acquire property, permanent easements, and temporary construction easements.
 - Environmental Documentation and Permitting: Coordinate with the County PM and Environmental Section Lead on information needed for environmental documentation and permits, along with plan and specification requirements related to environmental permitting and conditions.
 - Public Outreach: Coordinate with the County PM on exhibits required for public information (mailings) and exhibits for public "Open House" meetings during the project.

Task 1.0: Project Management and QA/QC

These tasks will be performed by the consultant team and will include:

Task 1.1: Project Management

The Project Team will plan, manage, and execute the tasks described herein in accordance with the schedule, budget, and quality expectations that are established. This project management task includes the following work activities:

- Develop Project Management Plan that includes a summary of project team contacts, budgets, schedule milestones, and deliverables.
- Initial site visit and kick-off meeting with County and consultant team to communicate the project goals, timeline, design criteria, project management, project protocols, and review procedures. The approach for roadway design, bridge design, stormwater management, stream hydraulics, environmental permitting, review/approvals, utility coordination,

constructability reviews, cost estimating, and stakeholder involvement responsibilities will also be discussed (1 meeting, 2 hours max).

- Project meetings will include design and coordination meetings with the County. Meeting decisions will be documented and action items will be assigned to ensure timely resolution. The following meetings are assumed:
 - Monthly team meetings with the County project manager through final design. Assume meetings through the design and permitting phase of the project at critical times (Scope assumes eighteen (18) meetings).
 - Regular internal design and permitting coordination meetings with the project team at Otak's office during the active design process (Scope assumes 16 meetings).
- Otak to provide management, coordination, and direction to the project team (assumes up to 60 hours for this phase).
- Monthly Status reports (e-mail format) from Otak project manager to Clark County project manager communicating tasks completed, anticipated tasks for the coming weeks, and input required from the County.
- Monthly progress reports to be submitted with billings. Monthly progress reports will reflect hourly/percent complete progress for each activity and identify budget status and tasks performed to date during the billing period.

Task 1.2: Quality Control

The Project Team will develop and execute the QA/QC plan in accordance with the plan, manage, and execute the tasks described herein in accordance with the schedule, budget, and quality expectations that are established. The quality assurance reviews will include leads from each technical discipline. This project management task includes the following work activities:

- Develop project quality assurance/quality control (QA/QC) plan including review responsibilities and timelines for each deliverable.
- Provide quality control review for each deliverable prior to submittal to the County.

Meetings

- Kick-Off Meeting
- County Coordination Meetings
- Internal Team Meetings

Deliverables:

- QA/QC Plan
- QA checklists and review responses
- Monthly Status Reports
- Meeting notes from each County coordination meeting will be taken by the County PM with input from the Consultant.
- Monthly Invoices.

Task 2.0 Surveying and Mapping

This task is provided by the County. After the wetlands and OHW are marked in the field, County survey staff will collect the data and provide it to the consultant as part of the base map. Any additional data such as stream cross sections required for the hydraulic analysis will be collected by the County and added to the base map.

Task 3.0 Utility Coordination

This Task is provided by the County.

Task 4.0 Public Involvement Program

The purpose of this task is to coordinate with private property owners and obtain information about project impacts. It also includes public outreach with mailers and public meetings. The County will lead this effort. The Consultant will develop exhibits required for the entire project for public meetings and mailings. The scope includes 30 hours of time for a graphic designer.

Task 5.0 Wetlands and Habitat Assessment

Task 5.1 Project Site Wetlands & Designated Habitat Areas Delineation

Otak biologists will conduct a wetland delineation using the Corps of Engineers Wetlands Delineation Manual (1987) as amended, and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains Valleys, and Coast Region (2010), as required by the Clark County, Washington Department of Ecology, and the U.S. Army Corps of Engineers. Within the project corridor, wetlands within 100 feet of the centerline of Manley Road and the proposed stormwater pond area on the Richards property will be delineated. Wetland ratings for project wetlands will be determined using the updated Washington State Wetland Rating System for Western Washington (Hruby, 2014) and per Clark County code (CCC) relevant to critical areas. Wetland buffer widths will be determined per CCC 40.450.030. Otak will collect field data to allow for characterization and designation of watercourses, priority habitat and species, and locally important habitat and species. Watercourses will be typed and riparian buffers established per CCC 40.440.010.

Otak will prepare a critical report for the project, including wetlands, watercourses, and other designated habitat areas

Deliverables:

- Consultant will provide Draft Wetland and Waters of the State Delineation and Functional Assessment report in Word format to County staff for review and comment.
- The wetlands report will include the habitat assessment noted in Task 5.2.
- Consultant will provide one PDF copy and one bound hard copy of the Final wetland and stream assessment report to the County.

Assumptions:

1. Routine methodology can be used to delineate on-site wetlands.
2. The County will obtain permission from the landowner to access property adjacent to the right-of-way.

Task 5.2 Habitat Assessment

- Consultant will prepare a critical areas permit. Critical areas identified at the Daybreak Creek Culvert Crossings include riparian habitat, floodplains, and wetlands. The critical areas report will include the identification and description of all critical areas and buffers on the site and an evaluation of the habitat functions using the Clark County Riparian Habitat Field

Rating Form. In addition, the report will include an assessment of areas impacted by the culvert replacements and a written response to the applicable performance standards and approval criteria to include adequate mitigation as needed to satisfy these criteria. If necessary, Consultant will prepare a mitigation plan for impacts to riparian habitat and/or wetlands based on information provided by the County. Impacts to floodplains and wetlands will be based on the project plans and hydraulics reports.

- Tree canopy/drip line will be measured for trees that will be removed within habitat areas.

Deliverables:

- Consultant will provide agency meeting minutes or summaries in a PDF format delivered to County staff via email.
- The habitat assessment report will be combined with the wetlands report noted in Task 5.1.
- Consultant will provide Draft versions critical areas report, in electronic format, to County staff for review and comment.
- Consultant will provide one PDF copy and one bound hard copy of the Final critical areas report.
- Additional copies of all documents will be provided for the permit application submittals.

Assumptions:

1. Critical areas within the area of potential effect include Flood Hazard Areas, Riparian Habitat Conservation Areas, and Wetlands.

Task 6.0 Permitting

Consultant will prepare applications and supporting environmental documents for local, state, and federal permits required for the project. The project is not located within the defined Shoreline boundaries in Clark County.

Clark County Public Works Environmental Service team will provide for the following:

- Submitting all permit applications to the regulatory agencies,
- Agency coordination
- Complete NPDES Notice of Intent if necessary

The following permits or approvals are anticipated for the project:

<u>County</u>	<u>State</u>	<u>Federal</u>
Floodplain	401 Water Quality Certification	404 Permit
Habitat	Hydraulic Project Approval	
Wetland	Environmental Classification	
SEPA Determination		

Task 6.1 Design Coordination

Consultant will work closely with the design team and County staff to provide guidance during the design phase of the project and obtain information necessary for permit submittals. This task includes the following:

- Coordinating with the consultant team and County (e.g., Project Team meetings)
- Providing guidance to engineers during the design phase to ensure project designs comply with regulatory guidelines
- Preparing a detailed project description, which will be common to all permit submittals
- Documenting avoidance and minimization measures
- Documenting impacts

Deliverables:

- None. The project description, avoidance and minimization measures, and any other text prepared under this task will be presented to the County as part of one or more of the draft submittals for other permitting tasks.

Assumptions:

1. Environmental lead will attend up to 4 Project Team meetings beginning in June 2017.
2. The County will be the lead for all agency coordination and communication.

Task 6.2 SEPA Checklist

Consultant will prepare a State Environmental Policy Act (SEPA) Checklist. The checklist is required to demonstrate compliance with SEPA and identify whether the project has any significant environmental impacts.

Deliverables:

- Consultant will provide a Draft SEPA Checklist, in electronic format, to County staff for review and comment.
- Consultant will provide one PDF copy and one bound hard copy of the Final SEPA Checklist to the County.

Assumptions:

1. None.

Task 6.3 JARPA

Consultant will prepare a Joint Aquatic Resources Permit Application (JARPA) for submittal to the U.S. Army Corps of Engineers (Corps), Washington Department of Fish and Wildlife.

Deliverables:

- The JARPA application will include detailed project drawings in the format specified by the Corps of Engineers
- Consultant will provide a Draft JARPA, in electronic format, to County staff for review and comment.
- Consultant will provide one PDF copy and one bound hard copy of the Final JARPA.
- Additional copies of the JARPA will be provided for the permit application submittals.

Assumptions:

1. The project will be permitted using one or more nationwide permits.
2. The County will prepare meeting minutes or summaries of agency meetings.
3. Total time for meeting and communicating with agency staff will not exceed 8 hours.

Task 6.4 Wetland, Stream & Habitat Mitigation Plan

Consultant will prepare a mitigation/monitoring plan for jurisdictional wetlands and waters affected by the proposed development. The plan will include measures to restore areas temporarily disturbed during construction, as well as propose compensatory mitigation for any permanent loss of wetlands, riparian habitat, or floodplain storage. Mitigation for permanent impacts may occur off-site and will be based on information provided by the County, which will include the location for the proposed mitigation and a planting plan. The mitigation plan will include the following:

- Project description
- Functional assessment summary
- Site conditions
- Restoration of streambed and banks disturbed by construction
- Discussion of site selection methods, site constraints, and design assumptions
- Goals, objectives, and success criteria
- Monitoring plan
- Maintenance and contingency plan
- Mitigation site plans, including a discussion of the general site design, grading plans, planned water regime, soils, and landscape plans
- Approach, including mitigation sequencing, goals, and actions
- Existing conditions at the proposed mitigation site
- Site protection mechanism

Consultant will work with County staff to establish mitigation goals, objectives, and success criteria, maintenance measures, monitoring schedule, and contingency plans.

Deliverables:

- Consultant will provide a Draft wetland, stream, and habitat mitigation plan in Word to County staff for review and comment.
- Consultant will provide one PDF copy and one bound hard copy of the Final wetland, stream, and habitat mitigation plan to the County.
- Additional copies of the Final wetland, stream and habitat mitigation plan will be provided for the permit application submittals.

Assumptions:

1. Impacts to the streambed associated with replacements to the culverts will be largely self-mitigating as the new culverts will result in an improvement in stream functions over the existing condition.
2. Mitigation for permanent impacts to wetlands, riparian habitat, and floodplains will occur at a location identified by the County. The county will also prepare the planting plan including species, plant numbers, plant type, and planting locations.

Task 6.5 Prepare ESA documentation

Consultant will develop all required documentation for ESA compliance. ESA compliance will be per WSDOT requirements and format.

Deliverables:

- Draft and Final Biological Assessment

Assumptions:

1. ESA compliance will be achieved using the WSDOT Biological Assessment protocols and documentation template.
2. The project will result in a No Effect or a May Affect, Not Likely to Adversely Affect determination for any listed species that may occur in the project action area.
3. As such, no formal consultation with the Services will be required for the project.

Task 7.0 Offsite Mitigation (Contingency)

Note: This task will only be authorized on an as-needed basis during the project design phase. Written authorization will be required before any work is to be done on this task.

Task 7.1 Wetlands and Waters Delineation

Consultant will delineate wetland boundaries and ordinary high water within the wetland and habitat mitigation site, per methodologies and approaches outlined in Task 5.1. A wetland and stream assessment report will be prepared and functions of the existing mitigation site assessed. All work will be performed following the same methods as proposed for the project site.

Deliverables:

- Consultant will provide Draft wetland and stream assessment report in Word format to County staff for their review and comment.
- Consultant will provide one PDF copy and one bound hard copy of the Final wetland and stream assessment report to the County.
- Provide OHWM and wetland boundaries in GIS layers as specified in CCC Table 40.450.030-1.

Assumptions:

1. The mitigation area will be no more than one acre and will be within 3 miles of the project site.
2. Routine methodology can be used to delineate off-site wetlands.
3. Access to the site and site conditions will not prevent work from being completed in the allotted time.
4. No violations have occurred to off-site wetlands.

Task 8.0 Cultural and Historical Analysis

This task is to be provided by a consultant retained by the County. The areas reviewed will include possible mitigation sites.

Task 9.0 Geotechnical Investigation and Engineering

This task is to be provided by a consultant retained by the County.

Task 10.0 Stormwater Analysis and Design

This task is to be performed by the County with the exception of the following subtask:

Task 10.1 Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP)

Consultant will prepare and submit the Notice of Intent (NOI) to the Department of Ecology in order to obtain the General Construction Stormwater Permit. Consultant will develop the Stormwater Pollution Prevention Plan (SWPPP) for the project prior to construction.

Deliverables:

- NOI application and General Construction Stormwater Permit, SWPPP prior to construction starting.

Assumptions:

- County will provide the notice to the local newspaper and pay the associated fees.

Task 11.0 Hydraulic Design

This task includes the hydraulic analysis and design services for developing the hydraulic design for all three culvert crossings and for any necessary stream design and design of bank protection.

Task 11.1 Data Collection

- Collect and review available information on Daybreak Creek and the existing crossings, including previous study reports, Federal Emergency Management Agency (FEMA) documentation, available survey data, and available geotechnical information.

Task 11.2 Site Investigation and Channel Stability Assessment

- Conduct a site investigation to record observations, gather field measurements, and take digital photographs.
- Record observations of the following:
 - a. the general characteristics of Daybreak Creek and adjacent floodplain in the study reach that includes all three culvert crossings.
 - b. the lateral and vertical stability of the channel
 - c. lateral and vertical controls
 - d. channel and floodplain roughness
 - e. bed material characteristics
- Collect up to one sediment sample in the field for subsequent sieve analysis. Sieve analysis will be conducted by the geotechnical consultant.
- Refine the necessary survey requirements for the hydraulic modeling in the field. Cross sections will be marked for survey by the County.
- Evaluate the vertical and lateral stability of the channel. In particular, evaluate the potential for upstream channel adjustments (headcutting) following removal of the existing grade control at the middle culvert.

Task 11.3 Hydrologic Analysis

- Review available hydrologic information and data sources to determine the most appropriate method to develop the design flows.
- Calculation of peak discharges for the 2-year through 500-year floods as well as any flows necessary for meeting fish passage requirements.

Task 11.4 Hydraulic Analysis

- Perform a hydraulic analysis of Daybreak Creek in the vicinity of each culvert crossing using the U.S. Army Corps of Engineers HEC-RAS computer software to evaluate existing conditions and up to three (3) project conditions for a range of flows up through the 500-year event.
- Coordinate with the roadway and structural engineers and environmental specialists on the design of the culverts, stream channel design, and design of bank protection.

Task 11.5 Scour Analysis

- Conduct a scour analysis at each crossing following the guidelines as outlined in HEC-18, Evaluating Scour at Bridges (Fifth Edition) to support the design of the culvert foundations and necessary scour countermeasures.
- Evaluate long-term degradation potential based on field evaluation and any other historical information on the channel in the vicinity of the existing culverts
- Calculate total scour at each culvert utilizing the appropriate equations for bottomless culverts.
- Coordinate with the structural and geotechnical engineers on the design of the culvert foundations and scour countermeasures.

Task 11.6 Design of Stream Channel and Scour Countermeasures

- Develop a design for stream channel reconstruction at the middle culvert following removal of the existing culvert that is providing grade control.
- Use data from the scour analysis to determine gradation and thickness of any riprap revetment that may be used as scour countermeasures at each of the culvert crossings.
- Coordinate stream channel and revetment design with the culvert designers.

Task 11.7 Temporary Water Management

- Calculate a range of flow rates for design of temporary water management facilities and recommend the most appropriate one for each of the culvert crossings.
- Coordinate with the bridge designers on limits of work area isolation.
- Develop hydraulic design recommendations for temporary water management facilities to isolate in-stream work areas.

Task 11.8 Hydraulics Report

- Prepare a Draft Hydraulics Report that documents the hydraulics analysis and design, and submit for review.
- Prepare a response to review comments and incorporate changes into a Final Hydraulics Report.

Deliverables:

- Draft and Final Hydraulics Report (Hard copy and PDF)
- Electronic copy of the HEC-RAS model used for the hydraulic analysis

Assumptions:

- Design discharges will be developed without the use of hydrologic modeling.
- As all three culverts are located outside of a mapped Special Flood Hazard, there is no need for a County floodplain permit and no need to meet a 'no-rise' condition.
- One hydraulic report will cover all three culverts.

Deliverables:

- Draft and Final Hydraulics Report (Hard copy and PDF)
- Electronic copy of the HEC-RAS model used for the hydraulic analysis

Task 12.0 Right-of-Way Acquisition

Right of Way acquisition services including Right of Way plans are not part of this scope as they will be provided by the County.

Task 13.0 Alternatives Analysis

The purpose of this work element is to allow the team to develop and evaluate alternatives so that decisions can be made on moving forward with a preferred alternate. The development of alternatives is a multi-disciplined effort.

Task 13.1 Alternatives Analysis – Roadway, Civil (This task is performed by the County)

- Develop roadway profiles, road tapering options, guardrail options, field access options, utility considerations and study driveway impacts so alternatives can be considered. Site distance, design speed, future development etc. will be considered in the roadway alternatives.

Task 13.2 Alternatives Analysis – Stormwater (This task is performed by the County)

- Develop various treatment and detention (including no treatment) alternatives depending on the level of new and improved pervious surface.

Task 13.3 Alternatives Analysis – Hydraulics, stream channel

- Develop options for the stream channel reconstruction as it relates to opening width and bridge length, flood elevations, headcutting potential and scour potential.

Task 13.4 Alternatives Analysis – Culvert sizing

- Develop up to three culvert type alternatives with varying depths and span configurations for each crossing. One of the goals is to minimize the amount of road approach work, due to stormwater impacts as well as funding limitations.

Task 13.5 Alternatives Analysis – Environmental Impact Mitigation

- Develop mitigation requirements and preliminary options for mitigation that would be associated with each road/bridge alternative.

Task 13.6 Alternatives Analysis – Cost Preliminary Cost Estimating and Presentation Matrix

- Develop preliminary/conceptual construction cost estimates for each culvert crossing alternative
- Develop preliminary plans and profiles for each culvert alternative
- Develop a matrix summarizing the alternatives with each parameter/criteria listed with a weighting method used to assist in evaluating the options.
- Attendance at meeting discussing the alternatives and providing assistance to the County in the selection of a preferred alternative

Deliverables:

- Draft and Final Alternatives Analysis Report, including cost estimates.

Task 14.0 50% Design

This work element is begun after the preferred culvert alternative has been selected for each site. This task will develop the design to an approximate 50% level. The primary use of this submittal is for project team review, advancing the right-of-way plans for property acquisitions, confirming the location of environmental boundaries, determining preliminary environmental impacts and property impacts, roadway safety features designed, providing information to utility providers for conflict review and to communicate project assumptions and challenges. The

Consultant will provide their information that will be included in the Roadway Project Design Report generated by the County. Specific items completed in this task are:

- Preliminary vertical and horizontal layout of the road alignment including tapers (by County)
- Preliminary cut/fill catch points (by County)
- Preliminary culvert plans including alignment and cross sections
- Preliminary retaining wall plans (by County)
- Preliminary retaining wall details
- Preliminary driveway and property impacts. (by County)
- Drainage analysis and drainage layout (by County)
- Delineated Wetland Locations
- Natural Resource Buffer locations
- Preliminary Limits of Work (APE)
- Preliminary Stormwater facility locations (by County)
- Preliminary mitigation locations (by County)
- Preliminary utility conflicts and relocations (by County)
- Roadway typical sections (by County)
- Preliminary erosion control plan (by County)
- Aerial photograph with project line work (by County)
- Preliminary summary of quantities and engineers estimate (joint effort, let by County)

Deliverables:

- Consultant input to Draft and Final Design Report.

Task 15.0 60% Design and Permit Plans

This task creates a submittal that will be complete to the level where Environmental Permitting can complete and submit all "primary" permits for the project. The permits relate to protected species, wetlands, streams/waterways and stormwater. Mitigation areas must be identified and confirmed prior to this submittal so mitigation plans can be developed for permits. This submittal is also used to further advance the right-of-way plans for property acquisitions. It should be noted that the level of plan completeness for the stormwater treatment, stream restoration, wetland impacts, and mitigation will be at an approximate 80% level for this submittal. Culvert details, roadway details, guardrails, utility supports, specifications, etc. will be at an approximate 60% complete level. The tasks associated with this work include:

- Refine horizontal layout using selected cross sections, comments from the 50% review, environmental constraints and right-of-way. (County to provide)
- Cut cross-sections through the surface model of existing ground. (County to provide)
- Develop proposed horizontal alignments, including engineering stationing, horizontal curve control points, and horizontal curve data. (County to provide)
- Develop proposed vertical alignments, including engineering stationing, grades, vertical curve control points, and vertical curve data. (County to provide)
- Develop finished grade templates to model the proposed street section. (County to provide)
- Develop proposed lane lines. (County to provide)
- Establish catch points and retaining wall locations to establish project footprint and extent of environmental impacts. (County to provide)
- Quantify wetland impacts for environmental permits.
- Identify location and conceptual size of stormwater management facilities. (County to provide)

- Develop stream reconstruction and scour stabilization plans
- Develop retaining wall details
- Finalize retaining walls layouts and profiles
- Develop culvert details
- Finalize culvert layout and profile plan
- Develop landscape and planting plans within project roadway limits.
- Develop landscape and planting plans for mitigation areas (County to provide)
- Develop 60% Design Plans for submittal to County.
- Develop exhibits and plans necessary to support permit applications.
- Updated quantities and cost estimate

Assumptions:

- The following sheets are assumed to be included in the 60% Plans (Scale is based on 11"x17" sheet size):

Plan Sheet Name	#	Scale
Cover Sheet (by County)	X	NTS
General Notes, Index, and Legend (by County)	X	NTS
Typical Sections (by County)	X	NTS
Roadway and Storm Drainage Plan and Profile (by County)	X	1"=40'
Culvert Plans	8	1"=40'
Retaining Wall Plans and Details	5	1"=20'
Detour and Road closure Plan (by County)	X	1"=40'
Stream Reconstruction Plans	2	1"=40'
Stormwater Facility Plans and Details (by County)	X	1"=20'
Existing Condition Plans (by County)	X	NTS
Mitigation Plans (by County)	X	1"=40'
Landscape Plans	10	1"=40'
Landscape Details and Notes	4	NTS
Total Sheets	X	

Deliverables:

- Permit Plans (60%)
- Exhibits and Drawings required for permit applications.

Task 16.0 95%, 100% PS&E

The purpose of this work element is to prepare final plans, special provisions and estimate for bidding. This work element includes the following tasks:

- Update Plans and add detail to address comments on the 60% Plans.
- Final culvert plans and details
- Final retaining wall plans and details
- Final stream reconstruction plans and details
- Final landscape and planting plans within roadway project limits (not mitigation areas)

- The 100% Plans will be routed for a final check by the County to confirm review comments have been addressed prior to issuing the stamped and signed Plan Set. A conference call with the County will confirm the completeness of the Plans or additional edits to be completed. Consultant will then submit the stamped and signed set of Plans to the County.
- Prepare the 100% Contract Provisions consisting project specific special provisions.
- Prepare the 95% and 100% Cost Estimate for the project. Consultant will update the record of quantity calculations and unit cost development according to the revised plans and current pricing information.

Assumptions:

- The design will not change substantially after the completion of the 60% Design
- The following sheets are assumed to be included in the 100% Plans (Scale is based on 11"x17" sheet size):

Plan Sheet Name	#	Scale
Cover Sheet (County)	X	NTS
General Notes, Index, and Legend (County)	X	NTS
Erosion Control Plans (County)	X	1"=40'
Typical Sections, Signing and Striping Plans (County)	X	NTS
Roadway and Storm Drainage Plan and Profile (County)	X	1"=40'
Culvert Plans (Otak)	9	1"=10'
Detour and Road closure Plans (County)	X	1"=40'
Stream Reconstruction Plans (Otak)	12	1"=20'
Stormwater Facility Plans and Details (County)	X	1"=40'
Retaining Wall Plans and Details (Otak)	12	1"=20'
Guardrail and Guardrail Transition Plans (County)	X	1"=1'-0"
Mitigation Plans (County)	X	1"=20'
Landscape Plans (Otak)	14	1"=40'
Total Sheets	X	1"=40'
	XX	

Deliverables:

- Half-sized (11" x 17") paper set and electronic pdf format of the 100% Design plans.
- 100% Contract Provisions in hard copy (8 1/2" x 11") and electronic format (MS Word).
- 100% Construction Cost Estimate in hard copy (8 1/2" x 11") and electronic format (MS Word).
- Final Construction Plans (22" x 34") on bond paper stamped and signed.
- Final Contract Provisions, with cover sheet stamped and signed.
- Final Construction Cost Estimate.

Task 17.0 Assistance during Bid Period

Consultant will provide responses to bidders' questions and assistance to the County, including:

- Assisting County in responding to engineering questions from Bidders.
- Assisting the County preparing addenda.

Assumptions:

- The County will take the lead in fielding and responding to Bidder Inquiries during the bid period.
- Addenda will be prepared by the County and Issued to the Bidders.
- Consultant will respond to Contractor inquiries directly to the County.

Task 18.0 Assistance during Construction Phase

Task 18.1 Stream Reconstruction

Consultant will provide the following:

- Attendance at pre-bid meeting and two project meetings.
- Answering field questions and RFIs.
- Site visits during critical times (4 assumed).
- Final site visit at project closeout.
- Provide stream reconstruction support services, including coordinating field staff, reviewing and distributing daily field reports, invoicing, and conducting phone consultations and email communications with the County and the project team

Task 18.2 Culvert

Consultant will provide bridge engineer staff to assist with:

- Submittal and Shop drawing review.
- Attendance at pre-bid meeting and two project meetings.
- Answering field questions and RFIs.
- Site visits during critical times (6 assumed).
- Final site visit at project closeout.
- Load rating on one completed culvert (only the south culvert is expected to be over 20 feet in width).
- Initial Culvert Inspection in WSDOT WBIS format.

Assumptions:

- The County will provide construction management, inspection and testing.
- Duration of the construction is limited to 14 months, over two seasons.

Task 18.3 Landscape Architecture and Environmental Specialist

Consultant will provide Landscape Architecture and Environmental staff to assist with:

- Answering field questions, coordination, site visits as needed. A total of 30 hours of staff times is assumed for this task.

Task 19.0 Additional Culvert Replacement Design (Contingency)

Note: This task will only be authorized on an as-needed basis during the project design phase. Written authorization will be required before any work is to be done on this task.

This task is the design work necessary to include the replacement of the small culvert on the private driveway that is just south of the north culvert. The task includes the required hydraulic analysis and amended report, stream restoration design, culvert design and landscape design for the disturbed areas. The county would provide the necessary roadway and stormwater design for the reconstructed driveway.

Anticipated Schedule

The draft schedule is based is as outlined below. It is understood that the County and Project Team may refine the schedule after contract Notice to Proceed.

Notice to Proceed:	No later than May 1, 2017
Site Visit & Design Kick-Off:	June, 2, 2017
50% Design:	September 15, 2017
Permit Plans (60%):	November 1, 2017
Property Acquisition:	November 1, 2017 – March 15, 2018
Permit Submittal:	May 2018
90% Design:	August 2018
Final PS&E:	November 2018
Bid Opening:	February 2019
Construction Start:	May 2019



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>1</u>		Organization and Address Otak Inc. 700 Washington Street, Ste. 401 Vancouver, WA 98660 Phone: 360-737-9613	
Original Agreement Number 744355			
Project Number 322012	Execution Date 4/10/2017	Expiration Date 12/31/2021	
Project Title NE Manley Road & Culvert		New Maximum Amount Payable \$ 465,335.45 (using the 10% Management Reserve)	
Description of Work Otak, Inc. will develop a consultant design team and perform the engineering services necessary to complete the hydraulic, structural, environmental permitting and design needed to construct the culverts, headwalls, retaining walls, placing riprap, stream restoration and final landscaping and planting.			

The Local Agency of Clark County, Washington
desires to supplement the agreement entered in to with Otak Inc.
and executed on 4/10/2017 and identified as Agreement No. 744355

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

Scope of work has been revised to include Contract Tracking Memo #1 and #2.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion Date: 12/31/2021

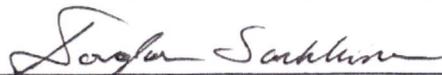
III

Section V, PAYMENT, shall be amended as follows:

The original maximum amount payable was \$423,032.23. The 10% management reserve (\$42,303.22) is being used which brings the new maximum amount payable to \$465,335.45.

By: Douglas Sarkkinen, Principal

By: Ahmad Qayoumi, Public Works Director


Consultant Signature - Otak, Inc.


Approving Authority Signature - Clark County

1-28-2019

2/11/2019

Date

Date



Supplemental Agreement Number <u>2</u>		Organization and Address Otak, Inc. 700 Washington Street, Ste. 401 Vancouver, WA 98660 Phone: 360-737-9613	
Original Agreement Number 744355			
Project Number 322012	Execution Date 4/10/2017	Expiration Date 12/31/2021 No Change	
Project Title NE Manley Road & Culvert	New Maximum Amount Payable \$ 465,335.45 Remains the Same		
Description of Work Otak, Inc. will develop a consultant design team and perform the engineering services necessary to complete the hydraulic, structural, environmental permitting and design needed to construct the culverts, headwalls, retaining walls, placing riprap, stream restoration and final landscaping and planting.			

The Local Agency of Clark County, Washington
 desires to supplement the agreement entered in to with Otak, Inc.
 and executed on 4/10/17 and identified as Agreement No. 744355
 All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
 The changes to the agreement are described as follows:

I

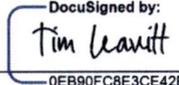
Section 1, SCOPE OF WORK, is hereby changed to read:
 No Change

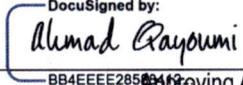
II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: 12/31/2021 No Change

III

Section V, PAYMENT, shall be amended as follows:
 The Contract Amount of \$ 465,335.45 remains the same. Exhibit D updated to reflect the current audited indirect cost rate of 155.09%. WSDOT letter approving the indirect cost rate of 155.09% dated July 30, 2019 included. Updated Fee Schedule also included.

By: _____
 DocuSigned by:

 Consultant Signature

By: Ahmad Qayoumi
 DocuSigned by:

 Approving Authority Signature
8/13/2019
 Date

Northeast Manley Road Reconstruction Project

Clark County Public Works



- Improvements to Northeast Manley Road include:
 - Performing spot pavement repairs and repaving with hot-mix asphalt
 - Making safety improvements including horizontal and vertical road realignment, guardrail upgrades, and removal of objects in the clear zone
 - Removing and replacing four undersized culverts with larger fish passable culverts
 - Adding gabion walls to stabilize the road embankment



Northeast Manley Road Council District 2 & 4

Project No. 322012

- In May 2017, Clark County entered into a contract with OTAK, Inc.
- OTAK performs transportation design, hydraulic and structural engineering, environmental permitting, and construction support for the Northeast Manley Road project
- Further construction support for in-water work, the large culverts and the structural wall is required from OTAK, Inc.
- County staff do not have expertise for oversight of this work.
- Approval of Supplemental Agreement No. 3 in the amount of \$25,000 will provide the necessary funding to enable OTAK, Inc. to continue to provide construction support through the completion of the project.



Northeast Manley Road Council District 2 & 4

Project No. 322012

