

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works

DATE: Oct. 9, 2018

REQUESTED ACTION: Authorize the Public Works Director to sign professional services agreements with Otak Inc. for preliminary design, engineering, permitting and construction review for Kozy Kamp Neighborhood Park (Project No. 40296) and sign supplemental agreements, if needed, to extend contract duration or increase amounts up to 10 percent above the original contracts.

Consent Hearing County Manager

BACKGROUND

Kozy Kamp Neighborhood Park will be developed as part of the Greater Clark Parks District on a 5-acre parcel (No. 181962-000) on Northeast 175th Street near Northeast 29th Avenue.

The concept plan for the park was created with neighborhood input in spring 2009. Kozy Kamp Neighborhood Park was scheduled to begin design and permitting in 2010-2011, but the project was placed on hold due to the economic downturn and insufficient funding from park impact fees in PIF District 10.

COUNCIL POLICY IMPLICATIONS

None.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COMMUNITY OUTREACH

Community outreach to develop the 2009 concept plan included neighborhood/public meetings, newsletters, one-on-one meetings, questionnaires and surveys on the park's design and amenities. Clark County also has a Kozy Kamp Neighborhood Park webpage: www.clark.wa.gov/public-works/kozy-kamp-neighborhood-park.

Clark County will have additional outreach as the park's design is completed, including at least one pre-construction mailer to nearby residents and property owners.

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.

PW18-119

BUDGET DETAILS

Local Fund Dollar Amount	\$0
Grant Fund Dollar Amount	\$0
PIF – Park Impact Fees	\$217,066.30
Company Name	Otak Inc.

DISTRIBUTION:

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

Attachments: Contract, conceptual plan, vicinity map

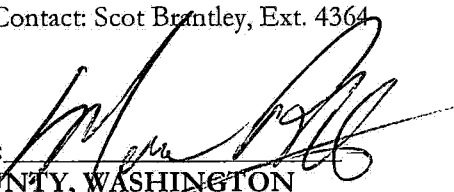


Bill Bjerke
Parks & Lands Division Manager



Ahmad Qayoumi, P.E.
Interim Public Works Director/County Engineer

Primary Staff Contact: Scot Brantley, Ext. 4364



APPROVED:
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

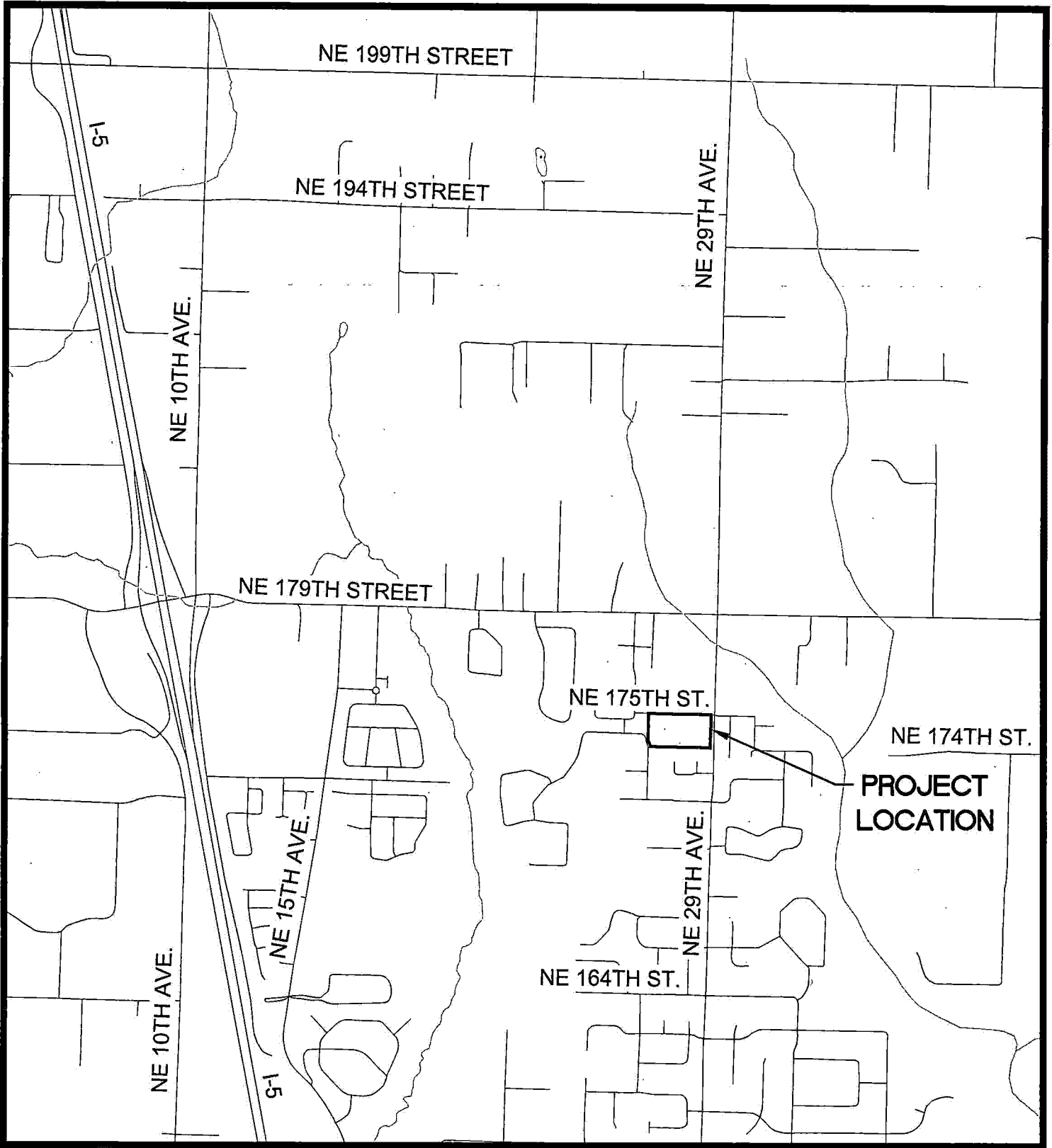
DATE: Oct, 9, 2018

SR# 161-18



APPROVED: _____
Shawn Hennesec, County Manager

DATE: _____



VICINITY MAP

Kozy Kamp Neighborhood Park
NE 175th Street and NE 29th Avenue



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

Agreement Number: 777349

Firm/Organization Legal Name (do not use dba's): Otak, Inc.	
Address 700 Washington Street, Suite 300	Federal Aid Number Not Available
UBI Number 600-614-735	Federal TIN or SSN Number 91-1324129
Execution Date August 27, 2018	Completion Date August 27, 2020
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title Kozy Kamp Neighborhood Park	
Description of Work Provide Design / Engineering / Permitting / Bidding Support / Construction Support for the advancement and implementation of the Conceptual Development Plan previously approved by the Board of Clark County Councilors. Improvements are to consist of Level II+ amenities, including grading and seeding, play equipment, walking paths, partial irrigation, benches and picnic tables. NW 29th Avenue frontage will be improved with sidewalk, curb and gutter and pavement improvements as necessary (anticipated to be limited). The Contract Management Reserve may only be utilized when approved by the County Public Works Director (by Supplemental Agreement).	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE Participation <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	Maximum Amount Payable: \$197,333.00 Management Reserve 10%: \$ 19,733.30 Maximum Amount Payable: \$ 217,066.30 (including Reserve)

Index of Exhibits

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

Agreement Number: 777349

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name: Matt Hall, P.M.P.
Agency: Clark County Public Works
Address: PO Box 9810
City: Vancouver State: WA Zip: 98666
Email: matt.hall@clark.wa.gov
Phone: 546.397.4225
Facsimile: 360.397.6051

If to CONSULTANT:

Name: Tim Leavitt, P.E.
Agency: Otak, Inc.
Address: 700 Washington Street, Suite 300
City: Vancouver State: WA Zip: 98660
Email: tim.leavitt@otak.com
Phone: 360.906.9432
Facsimile: Not Available

IV. Time for Beginning and Completion

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

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

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V. Payment Provisions

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

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

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

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

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

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

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

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that the final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings
- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.
- An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

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VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

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VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

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Insurance Coverage

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

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

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

Name: Matt Hall, P.M.P.
Agency: Clark County Public Works
Address: PO Box 9810
City: Vancouver State: WA Zip:
Email: matt.hall@clark.wa.gov
Phone: 564.397.4225
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.

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XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

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XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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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 Tim Leavitt, P.E.
Otak, Inc.

09.18.18


Date

Signature Ahmad Qayoumi
Interim Public Works Director

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
Prosecuting Attorney

By: 

William Richardson
Deputy Prosecuting Attorney

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Exhibit A
Scope of Work

Project No. 402296

See Attached

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Exhibit "A" | Cost Proposal
Kozy Kamp Neighborhood Park
Design/Engineering/Permitting Services
Clark County, WA

1. PROJECT INITIATION

1.1. DESIGN KICK-OFF MEETING

Meet with key team members to set the framework for the project schedule. Obtain available project information including current drawing files, prior surveys, design standards, Master Plan budget estimates, and background public involvement/outreach information.

Deliverables: Meeting Notes
Document Exchange (provided by County)

1.2. PROJECT MANAGEMENT / CONTRACT ADMINISTRATION

Otak will be 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:

1.2.1. Prepare Project Work Plan

Deliverables: Project Work Plan and detailed Project Schedule

1.2.2. Schedule monthly project team meetings with the County Project Manager. Assume 2 hours per meeting for 12 months. Excludes construction period.

Deliverables: Meeting Notes

1.2.3. Prepare monthly progress reports and billings. Assume 2 hours per month for 12 months. Excludes construction period.

Deliverables: Monthly Reports and Invoices

1.2.4. Coordinate with County Project Manager for information needed for the project design.

Deliverables: Supplemental Information Request (if necessary)

1.2.5. Public Outreach Coordination and Support. Coordinate with the County Project Manager on exhibits required for public information (mailings) and exhibits for public "Open House" meeting (1) during the project. Support the County Project Manager during the public Open House.

Deliverables: See Task 2.7 for detailed description and deliverables

- 1.2.6. Consultant Team Management and Coordination. Otak will provide continuous coordination with consultant team members to ensure that scope of work task, budgets and schedules are being adhered to.

1.3. SITE VISIT

Key members of the project team will conduct a site reconnaissance visit to verify site conditions, after receipt of survey base mapping from the County. The team will verify site conditions are accurately represented on the survey; we will notify the County Project Manager immediately if variances are determined.

Deliverables: Field Notes
 Survey Redline Mark-ups

2. PRELIMINARY DESIGN

2.1. LAYOUT AND BASE MAPPING

Otak will format the survey to serve as the base map for all design and construction drawings. Once formatted, the proposed master plan design layout will be drafted into the base map.

Deliverables: Design Base Map (AutoCAD Civil 3D 2017 Format)

2.2. UTILITY VERIFICATION AND COORDINATION

The project design team will contact the utility purveyors for any utilities identified on site and collect available as-built plans to verify (as possible) utility locations on the survey. We will inquire with the purveyors about planned upgrades or relocations, and will determine if such information is pertinent to include in the design and construction documents.

Deliverables: As-built record drawing
 Update Base Mapping (if necessary)

2.3. DESIGN ANALYSIS

The project design team will analyze the information received from the County, gathered in the field and obtained through research to determine if there is any additional information needed to confirm the existing design master plan and to identify apparent design and existing condition challenges. The information will be depicted through memorandum and sketches to discuss with the County prior to making modifications needed to finalize the Preliminary Design Layout.

Deliverables: Design Analysis Memorandum (including list of utility conflicts)
 Supporting Sketches depicting recommendations

2.4. WETLAND PRE-DETERMINATION

Otak will complete an updated Wetland Pre-Determination and provide a summary report of findings. That report will include a determination-level (approximate) wetland boundary map, and this mapping will then be included in the project design base map, described above in Task 2.1.

The park development will endeavor to avoid impact(s) to any wetland areas identified in the Pre-Determination assessment. If impacts are unavoidable, a formal wetland delineation, mitigation plan and additional permitting with Clark County will be necessary. That Scope of Work is not included here.

2.5. CLIENT REVIEW MEETING #1

Otak will meet with the County Project Manager to review the Design Analysis information, discuss any proposed design modification options and recommendations, verify baseline program elements and obtain direction from the County for advancing the Preliminary Design Layout.

Deliverables: Meeting Notes
Plan Redlines

2.6. PUBLIC OUTREACH / OPEN HOUSE

Otak understands that extensive public outreach was conducted previously by the County, during the master planning of the neighborhood park. The County desires to complete additional, limited public outreach, including holding one (1) public Open House to update the community on plans for implementing the master plan. In preparation for this Open House:

2.6.1. Draft Concept Playground Plan Sketches

We will prepare up to three (3) distinct draft concept playground sketches to be hand-drawn, colored renderings. Each concept will identify equipment and features. We will include photos and/or product information, if appropriate, to supplement the concept sketches. If desired, we will contact County locally-approved equipment manufacturers to garner additional equipment design information that may be available.

Deliverables: Draft Concept Plans and Supplemental Photos / Product Details

2.6.2. Client Review Meeting #2

Otak will meet with the County Project Manager to review the draft concepts prior to finalizing for presentation to the public at the Open House.

Deliverables: Meeting Notes
Review Comments

2.6.3. Final Concept Playground Sketches

Otak will finalize the Concept Playground Sketches, based on input from the County review during the Client Review Meeting #2.

Deliverables: Concept Playground Sketches (mounted to 24x36 poster board)
Supporting Presentation Graphics and Photo / Product Boards (as necessary)

2.6.4. 2009 Survey and Demographics Assessment

The Otak Project Team includes Enviroissues (public involvement), who will provide review, assessment and recommendations of utilization of the 2009 public input. The following tasks will be completed:

- Review results and document themes from 2009 public involvement efforts, including survey data and any summary reports available.
- Conduct a demographic analysis of the neighborhood using US Census, EJ-SCREEN and other publicly available data.
- Document key findings and recommendations in a written report for use by the County and project team in planning efforts.

Deliverables: Report of Findings of Neighborhood Demographic Profile and Recommendations

2.6.5. Public Open House

Otak will attend the Open House and provide the County Project Manager support with the Open House by presenting the updates and three (3) concept playground sketches, and addressing public questions during the presentation, as feasible. We presume the County Public Involvement staff will be responsible for public notification of the Open House, setup of the Open House and logistics during the event (e.g., providing needed supplies like pens, comment cards, sign-in sheet, name tags, any food/beverage), and managing public input during the event.

Otak Senior Project Manager/Engineer, Chuck Green lives in the neighborhood and has offered to host the Open House at the Green Residence, if the County is so inclined.

Deliverables: Meeting Notes and Review Comments

3. 50% DESIGN PHASE // SUBMITTAL

Otak will advance the preferred playground concept to a 50% design development (DD) plan set. This plan set will provide the first complete, to-scale layout for the park. These plans are intended to convey preliminary utility, stormwater, environmental and landscape design information for initiation of the County's constructability review, as well as preparation for the County's Type I Land Use Application.

3.1. GEOTECHNICAL SITE ASSESSMENT

The Otak Project Team includes GRI (Geotechnical Engineers), who will complete a site assessment and prepare a report. Their work will be accomplished via excavation of 6-8 test pits throughout the project site, after completion of utility locates. Recommendations for onsite soils handling and preparation for construction, pavements, backfill and compaction, and stormwater management will be provided. These recommendations will be incorporated, as appropriate, into the project construction documents. In addition, the geotechnical engineer will complete up to four (4) ½-day site visits during the earthwork excavation/grading of the project construction to document and report site conditions.

3.2. DRAFT 50% DESIGN DEVELOPMENT DOCUMENTS

Otak will prepare the 50% DD documents, based on the preferred concept, geotechnical recommendations and wetland pre-determination. We anticipate the following plan sheets and documents:

1. Project Cover Sheet
2. General Notes and Legend
3. Existing Conditions & Tree Protection Plan
4. Demolition and Clearing Plan

5. Landscape Construction Plan and Details
6. Landscape Layout Plan and Details
7. Play Equipment Plan and Details
8. Planting Plan and Details
9. Irrigation Plan and Details

10. Grading and Erosion Control Plan, Details and Point Table
11. Utilities Plan and Details
12. Roadway Plan, Profile and Details
13. Signing and Striping Plan

Preliminary Stormwater Hydrology Report (in conformance with the Clark County Stormwater Manual)
Geotechnical Site Assessment Report
Wetland Pre-Determination Report
Preliminary Engineer's Construction Cost Opinion

3.3. CLIENT REVIEW MEETING #3

Prior to submitting the 50% DD documents to the County, Otak will meet with the County Project Manager to discuss any review comments.

Deliverables: Meeting Notes
Redline Revision Comments

3.4. FINAL 50% DESIGN SUBMITTAL

Otak will revise the 50% DD documents based on comments and redlines received during the Client Review Meeting #3.

Deliverables: 50% DD Final Documents

4. PERMITTING

4.1 PRE-APPLICATION CONFERENCE

4.1.1 Application

Otak will prepare, assemble and deliver a draft of the County Pre-Application Conference submittal to the County Project Manager for review and comment. We'll prepare this application utilizing the design developed in the 50% DD task. Upon receipt of review comments from the County, we will revise and finalize the application, assemble and submit to the County Permit Center.

Deliverables: Draft Pre-Application Conference Submittal
Final Pre-Application Conference Submittal

4.1.2 Conference

Otak will attend and participate in the Conference. Afterwards, we will be available to informally debrief with the County Project Manager.

4.2 TYPE 1 LAND USE APPLICATION

Otak will prepare the Type 1 Land Use Application, as outlined in the County's application form. The following application items are not included in this scope of work: Road Modification Request, Legal Lot Determination, Easements, Trip Generation Letter (Otak will utilize HDJ

Neighborhood Park Parking justification; we'll prepare a short memo and figure for parking plan in the neighborhood), application permit/review fees, JARPA.

5. 90% DESIGN PHASE / SUBMITTAL

5.1 DRAFT 90% DESIGN DEVELOPMENT DOCUMENTS

After receipt of the County Planning Department's Notice of Conditions of Approval for the proposed project, Otak will advance the 50% DD documents that are detailed in Section 3.2 to the 90% design completion. This effort will also include our preparation of draft construction specifications, special provisions and bid proposal, as well as the Stormwater Pollution Prevention Plan (SWPPP; in conformance with the Clark County Stormwater Manual).

5.2 CLIENT REVIEW MEETING #4

Prior to submitting the 90% DD documents to the County engineering departments, we will meet with the County Project Manager to review the submittal materials to ensure they are complete and meet expectations.

Deliverables: Meeting Notes
Redline Revision Comments

5.3 FINAL 90% DESIGN SUBMITTAL

Otak will revise the 90% DD documents based on comments and redlines received during the Client Review Meeting #4, and then package and submit to the County for development engineering review.

6. FINAL PLAN, SPECIFICATIONS & ESTIMATE (PS&E)

Otak will incorporate County development engineering review comments, as well as finalize our preparation of the final construction documents. Once the County development engineering departments have provided their final approval, we will assemble the final package, to include the construction bid advertisement.

Deliverables: Signed Construction Documents
Electronic Copies of Construction Documents

7. BID PERIOD

7.1 BIDDING SUPPORT AND ADDENDA

Otak will support County Staff during the project bid period, including formally answering design-related questions and issuing design document addenda, as needed.

Deliverables: Written Responses to Design-Related Questions
Addenda Documents

7.2 ATTEND PRE-BID MEETING

Otak will attend the project pre-bid meeting (if scheduled) to provide support to the County Project Manager. We will be available to address questions of the design documents and provide clarifications.

Deliverables: None anticipated

8. CONSTRUCTION SUPPORT

8.1 WEEKLY CONSTRUCTION MEETINGS

Otak will attend a weekly construction site meeting and complete rudimentary site inspection of construction progress. We assume that the County Project Manager and/or the construction contractor will provide agendas for these meetings, coordinate meeting logistics, and define the approved lines of communication. This scope includes 3 hours/week for 16 weeks of onsite construction activity.

Deliverables: Weekly Inspection Reports

8.2 SUPPORT CONSTRUCTION INQUIRIES

Otak will review construction contractor-provided show drawing submittals and respond to Requests for Information (RFIs) received through the County from the construction contractor. This scope includes 2 hours/week for 16 weeks of onsite construction activity.

Deliverables: Shop Drawing Review
RFI Responses

PROJECT MILESTONES AND ANTICIPATED SCHEDULE

The following is a summary of project schedule milestones. Upon execution of the Professional Services Agreement and Notice to Proceed (NTP) from Clark County, we will coordinate with the County PM to develop an anticipated schedule.

Notice to Proceed
Design Kick-Off
Public Open House
Pre-Application
Preliminary Design
50% Design
Type 1 – Fully Complete
Type 1 – Submittal
90% Design
Final PS&E
Bid Advertising
Bid Opening
Construction Start: Summer 2020

COMPENSATION

Based on the anticipated schedule and attached cost estimate, the Consultant and County mutually agree that the total amount of the billings for The Work shall not exceed \$197,333 unless The Work is adjusted by formal Contract Amendment approved by both the Consultant and the County. Billing shall be in the "earned value" format per task and shall be at WSDOT approved hourly rates. A breakdown of this fee is attached separately. All requests for payment are to be submitted to the County by the 10th of each month for the previous month's work. The Consultant shall include period beginning and ending dates on the monthly invoices.

Exhibit B
DBE Participation/SBE Plan

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

Not Applicable

Agreement Number: 777349

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Field collected topographical survey data reduced and provided by Clark County in AutoCAD Civil 3D 2018 format.

Right-of-way plans provided by Clark County in AutoCAD Civil 3D 2018 format.

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

B. Roadway Design Files

Otak, Inc. is responsible for all road design and engineering. Otak to verify all roadway designs meets Clark County road standards.

C. Computer Aided Drafting Files

All drawing files provided will be in AutoCAD 2018 or AutoCAD Civil 3D 2018 format.

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

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

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

Preliminary Plans- PDF (half size plan sheets)

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

Grade sheets (Staking sheets) (Excel format)

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

Topographical survey in format above

Roadway alignment in format above

II. Any Other Electronic Files to Be Provided

Reports- PDF

Specifications- Microsoft Word

Estimates- PDF and Microsoft Excel

Exhibits (for open houses, etc.)- TBD

GPS/ GIS data- in formats matching survey data provided by Clark County

Electronic copy of Stormwater Technical Information Report

Electronic copy of Stormwater Pollution Prevention Plan (SWPPP).

Electronic copy of Geotechnical Exploration Work Plan (in PDF format).

III. Methods to Electronically Exchange Data

A. Agency Software Suite: Microsoft Office Professional Plus 2016

B. Electronic Messaging System: Email (MS Outlook in suite above)

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

Agreement Number: 777349

A. Agency Software Suite

Agency Software Suite: Microsoft Office Professional Plus 2016

B. Electronic Messaging System

Electronic Messaging System: Email (MS Outlook in suite above)

C. File Transfers Format

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

Agreement Number: 777349

Exhibit D
Prime Consultant Cost Computations

See Attached

Agreement Number: 777349

Exhibit "D" | Fee Schedule
 Kozy Kamp Neighborhood Park

Task	Description	Civil		WNR			OTAK Planning		Landscape		Admin		Environmental		GRI	EI	Total Hours	Total Budget by Task
		Tim L	Chuck	Phil H	Sam	Ryan	Morgan	LI	David	Maggie	Cody K	Tina K	Jeff G	Steph M	Lump Sum Matt	Lump Sum Emma		
		Sr. PIC/Sr. PM	Civil Eng'r VIII	Civil Eng'r IV	Eng'r Designer III	Civil Eng'r VIII	Eng'r Designer V	Sr. PM / Planner II	Landsc Arch V	Landsc Tech II	Project Admin Asst	Contract Admin	Scient IV	Scient II	Geotech	Public Involve		
1	PROJECT INITIATION	95							75		38	70					297	\$40,337
1.1	Design Kick-Off Meeting	2							2								4	\$665
1.2	Project Management/Contract Admin	50							40		8	40					138	\$19,507
1.2.1	Project Preparation	40							30		30	30					130	\$16,805
1.3	Site Visit	3	3	3	3	3	3	4	3								25	\$3,359
2	PRELIMINARY DESIGN	12	22	9	24				36	46							189	\$23,723
2.1	Layout and Base Map			2	8												10	\$1,000
2.2	Utility Verification and Coordination			2	8												10	\$1,000
2.3	Design Analysis			2	8												10	\$1,000
2.4	Wetland Pre-Determination												20	20			40	\$4,195
2.5	Client Review Meeting #1	3		3					3								9	\$1,329
2.6	Public Outreach / Open House																	
2.6.1	Concept Sketches								16	24							40	\$3,598
2.6.2	Client Review Meeting #2	3							3								6	\$997
2.6.3	Final Concept Sketches								8	16							24	\$2,092
2.6.4	2009 Survey and Demographics Assessment																	\$ 3,000.00
2.6.5	Public Open House	6	22						6	6							40	\$5,513

Kozy Kamp Neighborhood Park

Task	Description	OTAK													GRI Lump Sum Matt	EI Lump Sum Emma	Total Hours	Total Budget by Task	
		Civil	WNR		OTAK Planning U	Landscape		Admin		Environmental									
		Tim L	Chuck	Phil H	Sam	Ryan	Morgan		David	Maggie	Cody K	Tina K	Jeff G	Steph M					
		Sr. PIC/Sr. PM	Civil Eng'r VIII	Civil Eng'r IV	Eng'r Designer III	Civil Eng'r VIII	Eng'r Designer V	Sr. PM / Planner II	Landsc Arch V	Landsc Tech II	Project Admin Asst	Contract Admin	Scient IV	Scient II	Geotech	Public Involve			
3	50% DESIGN PHASE / SUBMITTAL	3		40	144	16	60		51	96								410	\$54,261
	Geotechnical Site Assessment														\$ 14,000.00				\$ 14,000.00
	Draft DD Documents			24	120	8	40		40	80								312	\$29,935
	Client Review Meeting #3	3							3									6	\$997
	Final DD Documents			16	24	8	20		8	16								92	\$9,329
4	PERMITTING	7	16		12		8	40	3	12	8							106	\$13,473
	Pre-Application Conference	3			4				3	4								14	\$1,680
	Type 1 Land Use Application	4			8		8	40		8	8							76	\$9,554
	Traffic Compliance Letter		16															16	\$2,239
5	90% DESIGN PHASE / SUBMITTAL	3	4	40	104	12	40		27	48								278	\$28,080
	Draft DD Documents		4	24	80	8	24		16	32								188	\$18,716
	Client Review Meeting #3	3							3									6	\$997
	Final DD Documents			16	24	4	16		8	16								84	\$8,366
6	FINAL PLAN, SPECIFICATIONS & ESTIMATE	1	4	24	48	8	20	8	16	16	8							153	\$15,954
		1	4	24	48	8	20	8	16	16	8							153	\$15,954

Kozy Kamp Neighborhood Park

Task	Description	Civil		WNR		OTAK Planning		Landscape		Admin.		Environmental		GRI Lump Sum	EI Lump Sum	Total Hours	Total Budget by Task	
		Tim L	Chuck	Phil H	Sam	Ryan	Morgan	David	Maggie	Cody K	Tina K	Jeff G	Steph M	Matt	Emma			
		Sr. PIC/Sr. PM	Civil Eng'r VIII	Civil Eng'r IV	Eng'r Designer III	Civil Eng'r VIII	Eng'r Designer V	Sr. PM / Planner II	Landsc Arch V	Landsc Tech II	Project Admin Asst	Contract Admin	Scient IV	Scient II	Geotech	Public Involve		
7	BID PERIOD	7		8					11								\$3,671	
7.1	Bidding Support and Addenda	4		8					8								20	\$2,674
7.2	Attend Pre-Bid Meeting	3							3								6	\$997
8	CONSTRUCTION SUPPORT			40	40	4	8		24	24							140	\$14,198
	Weekly Construction Meeting			20	20				16	16							72	\$7,170
	Construction Inquiries			20	20	4	8		8	8							68	\$7,028
	Total Hours	128	49	164	375	43	139	52	243	242	54	70	20	20			1599	
	Billing Rate	\$217.46	\$139.93	\$110.60	\$97.29	\$139.93	\$100.62	\$149.27	\$114.95	\$73.29	\$67.97	\$87.31	\$127.51	\$82.24				
	Total Labor Cost	\$27,806	\$6,857	\$18,138	\$36,484	\$6,017	\$13,986	\$7,762	\$27,933	\$17,736	\$3,670	\$6,112	\$2,550	\$1,645	\$ 14,000.00	\$ 3,000.00		\$193,696
	Direct Expenses																	\$1,937
	Subconsultant Administration																	\$1,700
	Project Total																	\$197,333



**Washington State
Department of Transportation**

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

February 8, 2018

Otak, Inc.
11241 Willows Road NE, Suite 200
Redmond, WA 98052

Subject: Acceptance Prime Annual ANTE Rate Table

Dear Shawn Goodpaster:

Washington State Department of Transportation (WSDOT) has reviewed and accepted your proposed Annual ANTE rate table for Agreement Number Y-11586. This acceptance is in accordance with the terms of your agreement with WSDOT.

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

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

Regards,

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:mya

Enclosure: Prime Accepted Annual ANTE Rate Table

Cc:

Actuals Not To Exceed Table (ANTE)

Y-11586

OTAK, Inc.

11241 Willows Road NE, Suite 200

Redmond, WA 98052-1009

Job Classifications	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		147.19%	30.00%	
Sr. PM Architecture	\$67.31	\$99.07	\$20.19	\$186.58
Architect V	\$50.48	\$74.30	\$15.14	\$139.93
Architect IV	\$44.23	\$65.10	\$13.27	\$122.60
Architect III	\$39.90	\$58.73	\$11.97	\$110.60
Architect II	\$35.10	\$51.66	\$10.53	\$97.29
Architect I	\$30.05	\$44.23	\$9.02	\$83.30
Architectural Tech V	\$37.26	\$54.84	\$11.18	\$103.28
Architectural Tech IV	\$31.25	\$46.00	\$9.38	\$86.62
Architectural Tech III	\$26.44	\$38.92	\$7.93	\$73.29
Architectural Tech II	\$25.00	\$36.80	\$7.50	\$69.30
Architectural Tech I	\$22.12	\$32.56	\$6.64	\$61.31
Sr. Interior Designer	\$36.06	\$53.08	\$10.82	\$99.95
3D/Visualization Spec II	\$34.00	\$50.04	\$10.20	\$94.24
3D/Visualization Spec I	\$31.00	\$45.63	\$9.30	\$85.93
Sr. PIC/Sr. PM Civil	\$78.45	\$115.47	\$23.54	\$217.46
PIC/Sr. PM Civil	\$72.12	\$106.15	\$21.64	\$199.91
Civil Engineer X	\$61.06	\$89.87	\$18.32	\$169.25
Civil Engineer IX	\$55.29	\$81.38	\$16.59	\$153.26
Civil Engineer VIII	\$50.48	\$74.30	\$15.14	\$139.93
Civil Engineer VII	\$47.12	\$69.36	\$14.14	\$130.61
Civil Engineer VI	\$44.71	\$65.81	\$13.41	\$123.93
Civil Engineer V	\$42.04	\$61.88	\$12.61	\$116.53
Civil Engineer IV	\$39.90	\$58.73	\$11.97	\$110.60
Civil Engineer III	\$35.10	\$51.66	\$10.53	\$97.29
Civil Engineer II	\$32.93	\$48.47	\$9.88	\$91.28
Civil Engineer I	\$27.67	\$40.73	\$8.30	\$76.70
Engineering Designer V	\$36.30	\$53.43	\$10.89	\$100.62
Engineering Designer IV	\$37.74	\$55.55	\$11.32	\$104.61
Engineering Designer III	\$30.29	\$44.58	\$9.09	\$83.96
Engineering Designer II	\$27.88	\$41.04	\$8.36	\$77.28
Engineering Designer I	\$26.44	\$38.92	\$7.93	\$73.29
Engineering Technician VI	\$37.26	\$54.84	\$11.18	\$103.28
Engineering Technician V	\$34.13	\$50.24	\$10.24	\$94.60
Engineering Technician IV	\$29.09	\$42.82	\$8.73	\$80.63
Engineering Technician III	\$25.00	\$36.80	\$7.50	\$69.30

Actuals Not To Exceed Table (ANTE)

Y-11586 OTAK, Inc. 11241 Willows Road NE, Suite 200 Redmond, WA 98052-1009					
Job Classifications	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE	
		147.19%	30.00%		
Engineering Technician II	\$21.33	\$31.40	\$6.40		\$59.12
Engineering Technician I	\$15.00	\$22.08	\$4.50		\$41.58
Field Representative III	\$45.00	\$66.24	\$13.50		\$124.74
Field Representative II	\$35.00	\$51.52	\$10.50		\$97.02
Field Representative I	\$25.00	\$36.80	\$7.50		\$69.30
Sr. PIC/Sr. PM LA/Mst Pln	\$81.25	\$119.59	\$24.38		\$225.22
PIC/Sr. PM LA/Master Plan	\$62.48	\$91.96	\$18.74		\$173.19
Landscape Architect VI	\$44.83	\$65.99	\$13.45		\$124.26
Landscape Architect V	\$41.47	\$61.04	\$12.44		\$114.95
Landscape Architect IV	\$36.54	\$53.78	\$10.96		\$101.29
Landscape Architect III	\$33.65	\$49.53	\$10.10		\$93.27
Landscape Architect II	\$29.09	\$42.82	\$8.73		\$80.63
Landscape Architect I	\$26.67	\$39.26	\$8.00		\$73.93
Landscape Technician III	\$29.67	\$43.67	\$8.90		\$82.24
Landscape Technician II	\$26.44	\$38.92	\$7.93		\$73.29
Landscape Technician I	\$22.36	\$32.91	\$6.71		\$61.98
Urban Designer V	\$53.00	\$78.01	\$15.90		\$146.91
Urban Designer IV	\$51.92	\$76.42	\$15.58		\$143.92
Urban Designer III	\$41.67	\$61.33	\$12.50		\$115.51
Urban Designer II	\$37.00	\$54.46	\$11.10		\$102.56
Urban Designer I	\$31.67	\$46.62	\$9.50		\$87.79
PIC/Sr. PM Planner	\$60.00	\$88.31	\$18.00		\$166.31
Sr. PM - Planner II	\$53.85	\$79.26	\$16.16		\$149.27
Sr PM - Planner I	\$49.67	\$73.11	\$14.90		\$137.68
Planner III	\$47.63	\$70.11	\$14.29		\$132.03
Planner II	\$36.60	\$53.87	\$10.98		\$101.45
Planner I	\$27.64	\$40.68	\$8.29		\$76.62
Planner Associate IV	\$32.69	\$48.12	\$9.81		\$90.61
Planner Associate III	\$27.33	\$40.23	\$8.20		\$75.76
Planner Associate II	\$24.52	\$36.09	\$7.36		\$67.97
Planner Associate I	\$20.33	\$29.92	\$6.10		\$56.35
Sr. GIS Specialist - Planner	\$29.67	\$43.67	\$8.90		\$82.24
GIS Specialist - Planner	\$25.33	\$37.28	\$7.60		\$70.21
Planning/GIS Intern	\$18.00	\$26.49	\$5.40		\$49.89
PIC/Scientist	\$61.67	\$90.77	\$18.50		\$170.94

Actuals Not To Exceed Table (ANTE)

<p style="text-align: center;">Y-11586 OTAK, Inc. 11241 Willows Road NE, Suite 200 Redmond, WA 98052-1009</p>						
Job Classifications	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE		
		147.19%	30.00%			
Scientist VI	\$57.69	\$84.91	\$17.31	\$159.91		
Scientist V	\$46.63	\$68.63	\$13.99	\$129.25		
Scientist IV	\$46.00	\$67.71	\$13.80	\$127.51		
Scientist III	\$40.87	\$60.16	\$12.26	\$113.29		
Scientist II	\$29.67	\$43.67	\$8.90	\$82.24		
Scientist I	\$25.00	\$36.80	\$7.50	\$69.30		
Environmental Specialist	\$20.45	\$30.10	\$6.14	\$56.69		
PIC/PLS Sr. Manager	\$58.41	\$85.97	\$17.52	\$161.91		
Professional Land Surveyor IV	\$55.29	\$81.38	\$16.59	\$153.26		
Professional Land Surveyor III	\$41.35	\$60.86	\$12.41	\$114.62		
Professional Land Surveyor II	\$39.00	\$57.40	\$11.70	\$108.10		
Professional Land Surveyor I	\$34.41	\$50.65	\$10.32	\$95.38		
Survey Crew Chief III	\$29.73	\$43.76	\$8.92	\$82.41		
Survey Crew Chief II	\$29.50	\$43.42	\$8.85	\$81.77		
Survey Crew Chief I	\$25.31	\$37.25	\$7.59	\$70.16		
Survey Office Technician III	\$30.50	\$44.89	\$9.15	\$84.54		
Survey Office Technician II	\$21.00	\$30.91	\$6.30	\$58.21		
Survey Office Technician I	\$21.00	\$30.91	\$6.30	\$58.21		
Survey Field Technician III	\$23.00	\$33.85	\$6.90	\$63.75		
Survey Field Technician II	\$22.33	\$32.87	\$6.70	\$61.90		
Survey Field Technician I	\$17.16	\$25.26	\$5.15	\$47.57		
Contract Administrator	\$31.50	\$46.36	\$9.45	\$87.31		
Project Administrative Assistant	\$26.51	\$39.02	\$7.95	\$73.48		
Graphics Specialist	\$29.64	\$43.63	\$8.89	\$82.16		

Exhibit E
Sub-consultant Cost Computations

See Attached

Agreement Number: 777349



**Washington State
Department of Transportation**

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360-705-7000
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www.wsdot.wa.gov

February 16, 2017

Geotechnical Resources, Inc.
1101 Broadway, Suite 130
Vancouver, WA 98660

Subject: Acceptance Prime Annual ANTE Rate Table

Dear Ms. Tina Olson:

Washington State Department of Transportation (WSDOT) has reviewed and accepted your proposed Annual ANTE rate table for Agreement Number Y-11806. This acceptance is in accordance with the terms of your agreement with WSDOT.

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

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

Regards,

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:rck

Enclosure: Prime Accepted Annual ANTE Rate Table

Cc: Bill Hegge

ACTUALS NOT TO EXCEED TABLE (ANTE)

Agreement No. Y-11806

Geotechnical Resources, Inc. 1101 Broadway, Suite 130 Vancouver, WA 98660				
Job Classifications	Direct Labor Rates NTE	Overhead 187.83% NTE	Fixed Fee 30% NTE	All Inclusive Hourly Billing Rate NTE
Principal	\$ 69.33	\$ 130.22	\$ 20.80	\$ 220.35
Associate	\$ 62.50	\$ 117.39	\$ 18.75	\$ 198.64
Senior Engineer / Geologist	\$ 46.05	\$ 86.50	\$ 13.82	\$ 146.36
Project Engineer / Geologist	\$ 40.87	\$ 76.77	\$ 12.26	\$ 129.90
Staff Engineer / Geologist	\$ 36.06	\$ 67.73	\$ 10.82	\$ 114.61
Engineering Assistant	\$ 25.00	\$ 46.96	\$ 7.50	\$ 79.46
CADD / Drafter	\$ 31.08	\$ 58.38	\$ 9.32	\$ 98.78
Technical Editor	\$ 36.60	\$ 68.75	\$ 10.98	\$ 116.33
Contract Admin / Accountant	\$ 50.31	\$ 94.50	\$ 15.09	\$ 159.90
Production / Clerical	\$ 30.01	\$ 56.37	\$ 9.00	\$ 95.38

WSDOT Approved OH Rate as of 12/14/16

Max Labor rates as of 11/1/15



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

June 25, 2018

EnviroIssues
101 Stewart Street, Suite 1200
Seattle, WA 98101

Subject: Acceptance FYE 2017 ICR – Audit Office Review

Dear Ms. Lynnette Bradbury:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2017 Indirect Cost Rate (ICR) of 160.30% (rate includes 0.08% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

Jonson, Erik
Jun 25 2018 4:49 PM
cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:rck



enviroissues

Clark County – Kozy Kamp Neighborhood Park

EnviroIssues' Scope of Work - DRAFT

August 13, 2018

Overview

Clark County is developing a neighborhood park in the Fairgrounds Neighborhood, to be named the Kozy Kamp Neighborhood Park. The park will provide recreational opportunities for residents living within a mile radius. The County conducted a public process in 2009 to identify desired improvements and design elements for the site. In 2018, the County will conduct an open house and additional outreach to refine the project design and obtain input on playground equipment.

EnviroIssues will support the County with their engagement efforts by conducting a review of public input gathered in 2009 and an assessment of current neighborhood demographics. The results of this review and assessment will be documented in a recommendations report. The County will conduct all public input activities as part of the planning process.

Tasks

1) Review and assessment of neighborhood data

- Review results and document themes from 2009 public involvement efforts, including survey data and any summary reports available.
- Conduct a demographic analysis of the neighborhood using US Census, EJ-SCREEN and other publicly available data.
- Document key findings and recommendations in a written report for use by the County and project team in planning efforts.

Deliverables:

- Written recommendations report, including neighborhood demographic profile

2) Project management

- Participate in two-hour kick-off conference call with project team to confirm needs and clarify existing information from 2009 public involvement efforts.
- Prepare monthly invoices.

Deliverables:

- Monthly invoices (2)

Cost Estimate

Kozy Kamp Neighborhood Park

8/13/18

	Staff	Emma Sagor	Project Coordinator
Fully Loaded Billing Rate		\$105.94	\$80.17

TOTAL HOURS	20.0	10.0	30
TOTAL LABOR COST	\$2,118.80	\$801.70	\$2,921
TOTAL DIRECT COST			\$0
TOTAL			\$2,921

Task 1: Review and assessment of neighborhood data			
Total Hours	17.0	7.0	24
Total Labor	\$1,800.98	\$561.19	\$2,362

Task 2: Project Management			
Total Hours	3.0	3.0	6
Total Labor	\$317.82	\$240.51	\$558



Exhibit F

Title VI Assurances

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

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

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

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Exhibit G Certification Document

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

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Exhibit G-1(a) Certification of Consultant

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

whose address is
700 Washington Street, Suite 300

and that neither the above firm nor I have

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

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

Otak, Incorporated

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

09.18.18

Date

Agreement Number: 777349

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

Agency Official of the Local Agency

Other

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

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

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

Signature Ahmad Qayoumi

Date

Agreement Number: 777349

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

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

Otak, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

09.18.18

Date

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

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

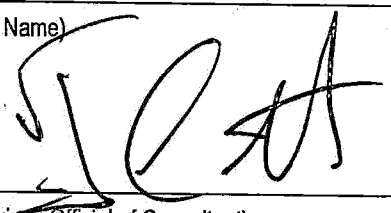
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress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

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

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

Otak, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

09.18.18

Date

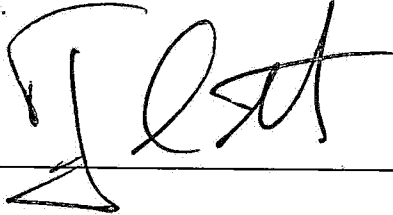
Agreement Number: 777349

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of MRSC Interview process * are accurate, complete, and current as of June 5th, 2018 **

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

Firm: Otak, Inc.



Signature

09.18.18

Title

Date of Execution***:

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

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

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

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Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

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Step 5 Forward Documents to Local Programs

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

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

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Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

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