



RESOLUTION 2016-056

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DKS ASSOCIATES FOR ON-CALL TRAFFIC ENGINEERING SERVICES

WHEREAS, the City solicited proposals for on-call traffic engineering services to support City staff in private development reviews and small capital improvement projects when using the formal selection procedure is not warranted or cost effective; and

WHEREAS, the request for proposal (RFP) was publicly advertised in the Daily Journal of Commerce and submittals were evaluated utilizing prescribed criteria; and

WHEREAS, one proposal was submitted by DKS Associates and staff determined it was a responsive and complete proposal; and

WHEREAS, staff believes DKS is capable and qualified to perform the work and therefore recommends awarding the on-call services contract to DKS Associates

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1: The City Council authorizes the City Manager to enter into a contract with DKS Associates for on-call traffic engineering services, attached as Exhibit A.

Section 2: The term of this On-Call Traffic Engineering Services contract will be for a two (2) year period; however, the City Manager is further authorized to extend the term of the contract provided that any extensions meet state and local contracting rules and the remaining budget will cover the expected consultant time during the extension.

Section 3: The budget for this On-Call Traffic Engineering Services contract is for a maximum not-to-exceed amount of \$125,000.

Section 4: This Resolution shall be in effect upon its approval and adoption.

Duly passed by the City Council this 20th of September, 2016.


Krisanna Clark, Mayor

Attest:


Sylvia Murphy, MMC, City Recorder

Resolution 2016-056
September 20, 2016

Page 1 of 1, with Exhibit A (Draft Agreement, Scope of Work Summary, and Fee Schedule, 9 pgs)



[Insert Division]
[Insert Department]
 22560 SW Pine St.
 Sherwood, OR 97140
 503-925-2308

CONTRACT FOR PROFESSIONAL SERVICES

PROJECT NAME: On-Call Traffic Engineering Services

CONTRACT PARTIES: **City of Sherwood** [hereafter called City] and **DKS Associates** [hereafter called Consultant]

C.O.S. PROJECT MANAGER: City Engineer

ACCOUNT #:	FUND #:	DEPT:	JOB #:
VENDOR #:	URA RES:	PHASE:	

SCOPE of WORK: Attached as Exhibit A **FEE SCHEDULE:** Attached as Exhibit B

SCHEDULE of WORK: effective date: Sept. 22, 2016 expiration date: Sept. 21, 2018

PAYMENT: City agrees to pay Consultant based on the Fee Schedule an amount not to exceed **\$125,000.00** for the Scope of Work.

A performance bond in the amount of the maximum contract payment amount set forth immediately above, and a payment bond in the amount of 50% of the performance bond amount, are are not required for this Contract.

CONSULTANT DATA, REGISTRATION, and SIGNATURE

CONSULTANT FIRM: DKS Associates	LIC #:
ADDRESS: 1400 SW Fifth Avenue, Suite 500	FAX: 503-243-1934
VOICE: 503-243-3500	TITLE: Principal
CONTACT: Chris Maciejewski	

I, the undersigned, agree to perform the work outlined in this Contract in accordance with the terms and conditions listed on pages 2-6 and made part of this Contract, and in accordance with the exhibits attached and made part of this Contract. I certify, under penalty of perjury, that I/my business is not in violation of any Oregon tax laws; and certify that I am an independent contractor as defined in ORS 670.600.

CONSULTANT: _____
 signature _____ date _____

CITY OF SHERWOOD APPROVALS (consult the City's Delegation of Contracting Authority policy for requirements)

PROJECT MANAGER: _____
 signature _____ date _____

DEPARTMENT DIRECTOR: _____
 signature _____ date _____

FINANCE DIRECTOR: _____
 signature _____ date _____

CITY MANAGER: _____
 signature _____ date _____

STANDARD CONTRACT PROVISIONS

(These provisions not to be altered without approval of the City Attorney.)

1. Access to Records

The Consultant shall maintain, and the City of Sherwood ("City") and its duly authorized representatives shall have access during normal business hours to the books, documents, papers, and records of the Consultant which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon reasonable request. Payment for cost of copies is reimbursable by the City.

2. Audits

- (a) The City, either directly or through a designated representative, at City's expense except as provided in subsection 2(b), may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
- (b) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall repay the amount of the excess to the City. If the payments to the Consultant were in excess of the amount to which the Consultant was entitled by five percent (5%) or more, then Consultant shall additionally repay to the City the reasonable costs of the audit performed under subsection 2(a).
- (c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the Contract expiration date, or early termination of this Contract, shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

4. Payments

City agrees to pay Consultant based on the fee schedule in Exhibit B, attached hereto and incorporated herein by reference, in a total sum not to exceed the amount indicated on the cover page of this Contract, for the scope of work identified in Exhibit A, attached hereto and incorporated herein by reference. Consultant shall submit detailed written invoices to City for work performed, referencing the work performed and the fee schedule in Exhibit B, at a frequency not to exceed one invoice per calendar month, and no later than sixty (60) calendar days after performance of the work referenced in the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall submit payment to Contractor or shall notify Contractor in writing of any dispute with regard to such invoice.

5. Early Termination of Contract

- (a) The City and the Consultant, by mutual written agreement, may terminate this Contract at any time.
- (b) The City, by written notice to the Consultant, may terminate this Contract for any reason deemed appropriate in its sole discretion, such termination to be effective thirty (30) calendar days after the effective date of such notice or at such later date as specified in such notice.
- (c) City may terminate this Contract by written notice to Consultant, such termination to be effective immediately upon the effective date of such notice or at such later date as specified in such notice, upon the occurrence of any of the following events:
 - (1) City fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for Consultant's work;
 - (2) Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or City is prohibited from paying for such work from the planned funding source;
 - (3) Consultant no longer holds any license or certificate that is required to perform the work, or any license or certificate required by statute, rule, regulation, or other law to be held by the Consultant to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed, or changed in such a way that Consultant no longer meets requirements for such license or certificate.
 - (4) City determines, in its sole discretion, that Consultant has violated section 25, **Information Technology**.
- (d) Either the City or the Consultant may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within

fifteen (15) calendar days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

- (e) Upon receiving a written notice of termination of this Contract, Consultant shall immediately cease all activities under this Contract, unless City expressly directs otherwise in such notice. Upon termination of this Contract, Consultant shall deliver to City all documents, information, works in progress, and other property that are or would be deliverables had the Contract been completed.

6. Payment on Early Termination

- (a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date.
- (b) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Consultant due to a breach by the City, the City shall pay the Consultant as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the City due to a breach by the Consultant, the City shall pay the Consultant as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
- (d) In the event of early termination, all of the Consultant's work product will become and remain property of the City.

7. Remedies

- (a) In the event of termination under subsection 5(c), **Early Termination of Contract**, hereof, by the City due to a breach by the Consultant, the City may complete the work itself, by contract with another consultant, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Consultant shall pay to the City the amount of the reasonable excess.
- (b) The remedies provided to the City under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Consultant shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Contract by the City, the Consultant's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(c), **Early Termination of Contract** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

Consultant shall not subcontract, assign or transfer any of the work scheduled under this Contract, without the prior written consent of the City. Notwithstanding City approval of a sub-consultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if sub-consultants are employed in the performance of this Contract, the Consultant and its sub-consultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Consultant further agrees that Consultant will be solely responsible for ensuring any sub-consultants fully comply with the terms of this Contract, and that Consultant will be solely liable for actions or omissions of sub-consultants under this Contract.

9. Compliance with Applicable Law

In connection with its activities under this Contract, Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws and regulations.

10. Indemnity - Standard of Care

If Consultant's services involve engineering or planning consulting, the standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional engineers or planning consultants performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation. Consultant acknowledges responsibility for liability arising out of the performance of this Contract and shall defend, indemnify, and hold harmless City and its officers, agents, and employees against any and all liability, settlements, loss, damage, costs, and expenses arising from or in connection with any action, suit, demand, or claim resulting or allegedly resulting from, attributable in whole or in part to, or in any way connected with Consultant's and Consultant's officers', agents', and employees' acts, omissions, activities, or services in the course of performing this Contract. Consultant's activities are deemed to include those of subcontractors. This section will survive the termination or revocation of this Contract, regardless of cause.

11. Insurance

Consultant shall obtain at its expense, and maintain for the term of this contract, occurrence form commercial general liability and commercial automobile liability insurance, including coverage for all owned, hired, and non-owned automobiles, for the protection of Consultant, the City, its Councilors, officers, agents, and employees. Such coverage shall be primary and non-contributory. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Consultant's operations, in an amount not less than \$2,000,000 combined single limit per occurrence and

\$2,000,000 aggregate. Such insurance shall name the City as an additional insured. Consultant, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract, who are subject employers under the Oregon Workers' Compensation Law, shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$1,000,000 each accident shall be included. Consultant shall obtain at its expense and maintain for the term of this contract, professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage and arising out of or resulting from Consultant's errors, negligent acts, omissions, activities or services, in an amount not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate limit not less than \$2,000,000. Such insurance shall be endorsed to include contractual liability. If Consultant obtains professional errors and omissions liability insurance on a claims made form, Consultant shall maintain three (3) years of tail coverage for the three (3) years after the accepted completion of the Contract by the City. All policies will provide for not less than thirty (30) calendar days' written notice to the City before they may be canceled. Prior to commencing work under this Contract, and thereafter upon request, Consultant shall furnish the City certificates of insurance and necessary endorsements evidencing the effective dates, amounts, and types of insurance required by this Contract. Additionally, if Consultant is subject to the professional errors and omissions liability insurance tail coverage requirement under this section, Consultant shall furnish the City, upon the accepted completion of the Contract by the City, a certificate of insurance and necessary endorsements evidencing the effective dates, amounts, and types of insurance meeting said requirement.

12. Ownership of Work Product

All work products of the Consultant, which result from this Contract, are the exclusive property of the City; provided, that Consultant is hereby granted an irrevocable, royalty free, worldwide, perpetual license to use, reproduce, copy, distribute and make derivatives of its work product, regardless of whether Consultant has resigned, this Contract has been terminated, Consultant's scope of services has been modified, or Consultant's services under this Contract have been completed.

13. Nondiscrimination

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

14. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

15. Severability

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. Waiver

The failure of the City to enforce any provision of this Contract shall not constitute a waiver by the City of that or any other provision.

17. Errors

The Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

18. Governing Law; Forum

The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to conflicts of law principles. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Washington County, Oregon or, only if there is no Oregon state court jurisdiction, the United States District Court for the District of Oregon, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding. Any trial will be to the court without a jury.

19. Amendments

The City and the Consultant may amend this Contract at any time only by written amendment executed by the City and the Consultant.

20. License

Prior to beginning work under this Contract, the Consultant shall provide a professional registration number in the space provided on page one of this Contract, if required by the City.

21. Payment to Vendors and Sub-consultants

Consultant must promptly pay any persons supplying services, material, or equipment to Consultant in its performance of the work under this Contract. Consultant shall not take or fail to take any action in a manner that causes the City or any materials that the Consultant provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

22. Exhibits

Each document that is attached to this Contract as an Exhibit shall be labeled with an Exhibit letter and listed below. Provisions and covenants contained in Exhibits are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. If any item in an Exhibit contradicts this Contract, this Contract shall take precedence over the conflicting item in the Exhibit.

List of Exhibits

Exhibit A – Scope of Work

Exhibit B – Fee Schedule

23. Merger Clause

This Contract and attached exhibits constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Consultant, by the signature of its authorized representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.

24. Mediation

(a) Should any dispute arise between the parties to this Contract it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.

(b) The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) calendar days, or if the parties fail to agree on a mediator within ten (10) calendar days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

25. Information Technology

If Consultant access to City's information technology systems is necessary for the performance of this Contract:

(a) Consultant agrees to sign and be bound by the terms of the City's then-current Contractor Security Policy, as it may be amended by City from time to time during the course of this Contract.

(b) Consultant shall use the standard of care in its profession to safeguard any and all usernames, passwords, and other confidential information relating to accessing said systems; will limit access to such information to the smallest number of Consultant's employees and/or subcontractors as is reasonably practical; and will provide City with the names of all such employees and/or subcontractors who will be provided such information;

(c) Consultant will not attempt to access any City information technology resources beyond those necessary for performance of this Contract; and

(d) Consultant will be solely liable for any damages to City's information technology systems, data breaches, and any other losses or damages relating to Consultant's access to City's information technology systems.

26. Notice

Any notice required to be provided to City under this Contract shall be provided to the City Project Manager specified on the cover page of this Contract at the address for the City specified on the cover page of this Contract. Any notices required to be provided to Contractor under this Contract shall be provided to the Consultant Contact specified on the cover page of this Contract at the address for the Consultant specified on the cover page of this Contract. Notices shall be made by personal service, in which case they are effective on the date of service, or by certified mail, in which case they are effective on the date of delivery, or if delivery is refused, upon the date of delivery refusal. Either party may alter the person designated for receipt of notices under this Contract by written notice to the other party.

27. Miscellaneous Terms

- (a) Consultant Identification. Consultant shall furnish to City Consultant's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Consultant's Social Security number.
- (b) Duty to Inform. Consultant shall give prompt written notice to City if, at any time during the performance of this Contract, Consultant becomes aware of actual or potential problems, faults, or defects in the project, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Consultant shall constitute neither agreement with nor acquiescence in Consultant's statement or claim, and shall not constitute a waiver of any of City's rights.
- (c) Independent Contractor. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract.
- (d) Time is of the Essence. Time is of the essence under this Contract.
- (e) Authority. The parties signing this Contract are authorized to sign and to bind their respective contracting parties to the terms of the Contract.
- (f) Conflict of Interest. Except with City's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Consultant's professional judgment with respect to this Contract, including, without limitation, concurrent employment on any project in direct competition with the subject of this Contract.
- (g) No Third-Party Beneficiaries. City and Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

28. **Statutory Provisions**

- (a) As provided by ORS 279B.220, Consultant shall:
 - (1) Make payment promptly, as due, to all persons supplying to Consultant labor or material for the performance of the work provided for in this Contract.
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Consultant or subcontractor incurred in the performance of this Contract.
 - (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- (b) As provided by ORS 279B.230, Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services. It is a condition of this Contract that all employers working under this Contract are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- (c) As provided by ORS 279A.110, Consultant may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or an emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If Consultant violates this subsection, City may regard the violation as a breach of contract that permits the City to: (1) terminate this Contract; or (2) exercise any remedies for breach of contract that are reserved in this Contract.
- (d) As provided by ORS 279B.235, Consultant's employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. Consultant must give notice in writing to employees who work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

[SIGNATURES ON COVER PAGE TO CONTRACT]



720 SW Washington St., Suite 500
Portland, OR 97205
503.243.3500
www.dksassociates.com

September 12, 2016

Jason Waters
City of Sherwood
22560 SW Pine Street
Sherwood, OR 97140

Subject: City of Sherwood On-Call Traffic Engineering Services

A16x06-171

Dear Jason,

Thank you for selecting DKS Associates for your On-Call Traffic Engineering Services. We look forward to continuing our successful working relationship over the next two years and beyond. Per your request, we have prepared this letter scope of services to outline the types of tasks that will be covered on a task-by-task basis. In addition, we have attached our current fee schedule.

SCOPE OF SERVICES

DKS Associates will complete Traffic Service tasks as requested by the City of Sherwood. In general, the types of requested services may include the following:

Task 1: Develop the Scope of Work for Development Traffic Studies

- a. Work with city staff and developers to develop unique scopes of work for traffic impact analysis reports for development, and perform completeness checks prior to land-use submittal.

Task 2: Review Traffic Studies

- a. Review of traffic impact analyses provided by others and evaluate trip generation, safety, compliance to City ordinances, development code as well as local and regional Transportation System Plans (TSP) and other master plans.
- b. Summarize findings in technical memorandums.

Task 3: Traffic Operation & Analysis

- a. Provide high level, sketch planning review for long term growth solutions. Produce general order of magnitude estimates of demand and operations in response to proposed or hypothetical transportation improvements.
- b. Review, study and evaluate traffic safety issues and provide technical advice.
- c. Update and maintain models for various travel demand, traffic simulation and traffic signal optimization software, as well as other analytical/deterministic tools.

Task 4: Traffic Design

- a. Provide peer review and design recommendations for street improvement projects, including safety and capacity improvements.
- b. Review engineering plans, review geometric design, intersection design, site distance analysis, and vehicle turning movements using simulation software when requested.

Task 5: Incident Services

- a. Coordinate with city staff on design tasks as needed by the City. Prepare cost estimates and written summaries of traffic related infrastructure or proposed projects.
- b. Perform site visits to verify existing conditions.



- c. Obtain traffic counts and provide input on traffic related expenses, equipment and input for annual budgets.

TASK AUTHORIZATION

DKS Associates will perform On-Call Traffic Services as requested by the City. For each task, the City will authorize a task scope, budget and schedule. For significant tasks, a separate scoping letter with detailed scoping information may be required.

BUDGET

In consideration of the performance of these services, DKS Associates will be compensated on a time and materials basis in accordance with the hourly billing rates set forth in the attached fee schedule, subject to annual revision.

DKS will invoice monthly based upon the time and materials expended. Payments are due on a net 30 day basis. A service charge of 1-1/4 percent per month compounded will be assessed on billings not paid when due. If payment of our invoices is not made within 45 days of the due date, DKS reserves the right to cease work on this project until such time as payment is received. In the event of any litigation between the parties to this agreement arising from this agreement, the prevailing party shall be reimbursed for its reasonable attorneys fees and costs.

Should the services not be authorized in thirty (30) days; or should changes occur in the scope or level of effort; or should the completion date extend beyond July 31, 2018 due to circumstances beyond DKS's control; we reserve the right to revise the scope, our billing rates, budget and schedule to reflect then current conditions. Such revisions will be effected through amendments to this agreement.

If this agreement is acceptable, please have a duly authorized official of your company sign below and return one original for our files. That signature will constitute formal authorization to proceed with the services according to the terms outlined.

If you have any questions about this scope of services, please call me or Garth Appanaitis.

Sincerely,

DKS Associates
A Corporation

Chris S. Maciejewski, PE
Principal

Approved by:

City of Sherwood

By: _____

_____ Title

_____ Date



Fee Schedule
 Effective January 1, 2016 through December 31, 2016

<i>ENGINEERS and PLANNERS</i>				<i>TECHNICIANS and SUPPORT STAFF</i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 1	\$ 55.00	Grade 26	180.00	Tech Level A	\$ 35.00
Grade 2	60.00	Grade 27	185.00	Tech Level B	40.00
Grade 3	65.00	Grade 28	190.00	Tech Level C	45.00
Grade 4	70.00	Grade 29	195.00	Tech Level D	50.00
Grade 5	75.00	Grade 30	200.00	Tech Level E	55.00
Grade 6	80.00	Grade 31	205.00	Tech Level F	60.00
Grade 7	85.00	Grade 32	210.00	Tech Level G	65.00
Grade 8	90.00	Grade 33	215.00	Tech Level H	70.00
Grade 9	95.00	Grade 34	220.00	Tech Level I	75.00
Grade 10	100.00	Grade 35	225.00	Tech Level J	80.00
Grade 11	105.00	Grade 36	230.00	Tech Level K	85.00
Grade 12	110.00	Grade 37	235.00	Tech Level L	90.00
Grade 13	115.00	Grade 38	240.00	Tech Level M	95.00
Grade 14	120.00	Grade 39	245.00	Tech Level N	100.00
Grade 15	125.00	Grade 40	250.00	Tech Level O	105.00
Grade 16	130.00	Grade 41	255.00	Tech Level P	110.00
Grade 17	135.00	Grade 42	260.00	Tech Level Q	115.00
Grade 18	140.00	Grade 43	265.00	Tech Level R	120.00
Grade 19	145.00	Grade 44	270.00	Tech Level S	125.00
Grade 20	150.00	Grade 45	275.00	Tech Level T	130.00
Grade 21	155.00	Grade 46	280.00	Tech Level U	135.00
Grade 22	160.00	Grade 47	285.00	Tech Level V	140.00
Grade 23	165.00	Grade 48	290.00	Tech Level W	145.00
Grade 24	170.00	Grade 49	295.00	Tech Level X	150.00
Grade 25	175.00	Grade 50	300.00	Tech Level Y	155.00
				Tech Level Z	160.00

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