



**CITY COUNCIL REGULAR MEETING AGENDA**  
**Tuesday, February 18, 2020, 7:00 PM**  
**City Hall, 616 NE 4th Avenue**

---

NOTE: For public comment, come forward, state name and address, limit comments to 3 minutes. Written comments to be given to City Clerk. If a public hearing or a quasi-judicial matter, special instructions provided.

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

**IV. PUBLIC COMMENTS**

**V. CONSENT AGENDA**

- A. January 24 and 25, 2020 Annual Planning Conference; and February 3, 2020, Camas City Council Regular and Workshop Meeting Minutes

 [January 24, 2020 Camas City Council Planning Conference Minutes - Draft](#)

[January 25, 2020 Camas City Council Planning Conference Minutes - Draft](#)

[February 3, 2020 Council Workshop Minutes - Draft](#)

[February 3, 2020 Council Regular Minutes - Draft](#)

- B. Automated Clearing House and Claim Checks Approved by Finance Committee
- C. \$579,838 Gray and Osborne, Inc. 544' Zone Reservoir Project Professional Services Agreement (Submitted by Sam Adams)

 [Camas - 544 Zone Reservoir CM PSA](#)

- D. \$55,250 DKS Associates Citywide Traffic Signal Controller Upgrade Project Design and Construction Services (Submitted by James Carothers)

 [Signal Controller Upgrade Contract](#)

[2-3-20 Workshop Staff Report](#)

- E. \$50,000 PBS Engineering and Environmental, Inc. On-Call Communication Services Professional Services Agreement (Submitted by Jennifer Gorsuch)

 [PBS On-Call Communications Services PSA](#)

NOTE: Consent Agenda items may be removed for general discussion or action.

**VI. NON-AGENDA ITEMS**

- A. Staff

- B. Council

## VII. MAYOR

- A. Mayor Announcements

## VIII. MEETING ITEMS

- A. Animal Control Services Interlocal Agreement

Presenter: Mitch Lackey, Chief of Police

 [Staff Report - Animal Control Interlocal Amendments 2020](#)

[ILA Washougal Camas Animal Control 2020](#)

- B. Resolution No. 20-001 Establishing a Two Hour Time Limit for Two Parking Spaces  
Adjacent to 217 NE 3rd Avenue

Presenter: James Carothers, Engineering Manager

 [Resolution No. 20-001 - 2-Hour Parking Places](#)

[2-3-20 Workshop Staff Report](#)

## IX. PUBLIC COMMENTS

## X. ADJOURNMENT

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



**CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT**  
**Friday, January 24, 2020, 1:00 PM**  
**City Hall, 616 NE 4th Avenue**

---

**Planning Conference Day 1 of 2**

**I. OPENING STATEMENT**

The meeting began at 1:06 p.m.

**ATTENDEES:**

Legislators: Mayor McDonnell and Council Members Smith, Hogan, Roberts, Carter, Burton, Anderson. Chaney was excused

Other: Jerry Acheson, Bernie Bacon, Phil Bourquin, Sherry Coulter, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Robert Maul, Heather Rowley, Nick Swinhart, Connie Urquhart, Joe Vrtiska and Steve Wall

No one from the press was present

Mayor McDonnell introduced Jeff Snell as the meeting facilitator. Snell conducted an opening leadership exercise with the Council Members.

**II. PLANNING CONFERENCE TOPICS**

- A. Community Center/Pool Discussion: Bond Outcome, Takeaways, Next Steps  
Presenter: Jeff Snell, Facilitator with Mayor and Councilmembers

Snell introduced the bond agenda item; discussion ensued.

- B. Elected Officials/City Attorney Q&A  
Presenter: Shawn MacPherson, City Attorney

Mayor introduced City Attorney Shawn MacPherson who conducted a question and answer session with Council Members.

**III. ADJOURNMENT**

The meeting adjourned at 4:40 p.m.

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



**CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT**  
**Saturday, January 25, 2020, 9:00 AM**  
**City Hall, 616 NE 4th Avenue**

---

**Planning Conference Day 2 of 2**

**I. OPENING STATEMENT**

The meeting began at 9:02 a.m.

**ATTENDEES:**

Legislators: Mayor McDonnell and Council Members Smith, Hogan, Roberts, Carter, Burton, Anderson. Chaney, previously excused, arrived at 11:20

Other: Jerry Acheson, Bernie Bacon, Phil Bourquin, Sherry Coulter, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Robert Maul, Nick Swinhart, Connie Urquhart and Steve Wall

No one from the press was present

**II. PLANNING CONFERENCE TOPICS**

**A. City Financials Overview**

Presenter: Cathy Huber Nickerson, Finance Director

Mayor McDonnell introduced Huber Nickerson, who provided an overview of the Financials to Council.

**B. 2018-2020 Strategic Plan Update**

Presenters: City Department Heads

 [City of Camas Strategic Plan](#)

Staff provided status updates to Council about the City's 2018-2020 Strategic Plan.

**III. ADJOURNMENT**

The meeting adjourned at 12:20 p.m.

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



**CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT**  
**Monday, February 3, 2020, 4:30 PM**  
**City Hall, 616 NE 4th Avenue**

---

**I. CALL TO ORDER**

Mayor McDonnell called the meeting to order at 4:30 p.m.

**II. ROLL CALL**

Staff: Phil Bourquin, James Carothers, Catrina Galicz, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Heather Rowley, Nick Swinhart, Connie Urquhart, Steve Wall and Madora Doremus (intern)

Press: No one from the press was present

**III. PUBLIC COMMENTS**

Susan Knilans, 1213 NW Ash Street, Camas, commented about a claim against the City.

Phillip Mitchell, 3634 NE Sitka Drive, Camas, commented about an item on the agenda.

John Ley, 444 NW Fremont Street, Camas, commented about communication.

Scott Hogg, 3533 NW Norwood Street, Camas, commented about the failed pool bond.

Randy Harrison, 3942 NW Currawong Court, Camas, commented about the North Shore project.

**IV. WORKSHOP TOPICS**

- A. Amended Interlocal Agreement with City of Washougal for Animal Control Services  
Presenter: Mitch Lackey, Chief of Police

 [HSSW - Contract Letter](#)

[Staff Report](#)

[Amendment to ILA - Animal Control and Shelter Services Jan 8 2020](#)

[draft](#)

Lackey provided an overview of the agreement and discussion ensued.

- B. Parking Time Limit Change Request at 217 NE 3rd Avenue  
Presenter: James Carothers, Engineering Manager

 [Staff Report](#)

This resolution will be placed on a future Regular Meeting Agenda.

- C. Citywide Traffic Signal Controller Upgrades Professional Services Contract  
Presenter: James Carothers, Engineering Manager

 [Staff Report](#)

[Professional Services Contract](#)

This item will be placed on the February 18, 2020 Consent Agenda.

- D. Public Works Miscellaneous and Updates

Details: This is a placeholder for miscellaneous or emergent items.

Presenter: Steve Wall, Public Works Director

Carothers provided an update to Council about the NW 38th Avenue project.

Wall informed Council that Item C. of the February 3, 2020 Consent Agenda will be removed.

- E. Community Development Miscellaneous and Updates

Details: This is a placeholder for miscellaneous or emergent items.

Presenter: Phil Bourquin, Community Development Director

Bourquin provided an update to Council about the North Shore project.

- F. Communications Manager Job Description

Presenter: Jennifer Gorsuch, Administrative Services Director

 [Staff Report](#)

[Option A](#)

[Option B](#)

This item was also placed on the February 3, 2020 Regular Meeting Agenda.

Resolution No. 1252 Discussion - Procedural Rules for the Conduct of Council Meetings and Workshops

Presenter: Jennifer Gorsuch, Administrative Services Director

 [Recommended Changes Resolution No. 1252](#)

Gorsuch provided an overview about Resolution No. 1252 and discussion ensued. This item will be placed on a future Workshop Meeting Agenda.

- H. City Administrator Miscellaneous Updates and Scheduling

Details: This is a placeholder for miscellaneous or scheduling items.

Presenter: Jennifer Gorsuch, Administrative Services Director

There were no miscellaneous updates.

## **V. COUNCIL COMMENTS AND REPORTS**

Smith attended the Port of Camas-Washougal Commissioners meeting.

Carter attended the Public Works Committee meeting and will attend the next Library Board of Trustees meeting.

Hogan attended the Port of Camas-Washougal Commissioners meeting and will attend the next Columbia River Economic Development Council (CREDC) meeting.

Roberts attended a meeting at the Library to discuss a proposed nearby cell tower.

Anderson commented about CTRAN service in Camas; attended the Joint Policy Advisory Committee (JPAC) meeting; stated he will not be at the February 18, 2020, Council meetings.

Burton attended the Shoreline Management Review, the Lake Road and Everett Street roundabout, and the Beekeeping Council meetings.

Chaney congratulated the Camas High School DECA Club for their performance at the 2020 DECA conference.

Mayor attended the Lake Road and Everett Street roundabout meeting and the Association of Washington Cities (AWC) City Action Days. Mayor commented about the City Administrator search and commended staff for their efforts on behalf of the community.

## **VI. PUBLIC COMMENTS**

Randy Harrison, Camas, commented about traffic safety concerns.

Scott Hogg, Camas, commented about council meeting public comment periods.

## **VII. ADJOURNMENT**

The meeting adjourned at 6:44 p.m.

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



**CITY COUNCIL REGULAR MEETING MINUTES - DRAFT**  
**Monday, February 3, 2020, 7:00 PM**  
**City Hall, 616 NE 4th Avenue**

---

**I. CALL TO ORDER**

Mayor McDonnell called the meeting to order at 7:00 p.m.

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

Present: Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan, Shannon Roberts and Melissa Smith

Staff: Phil Bourquin, Jennifer Gorsuch, Heather Rowley, David Schultz, Steve Wall and Madora Doremus (high school intern)

Press: No one from the press was present

Mayor McDonnell stated that item C. Zone Reservoir Professional Services Agreement is removed from the Consent Agenda and will be placed on a future one, as discussed in the February 3, 2020 Council Workshop meeting.

**IV. PUBLIC COMMENTS**

John Ley, 444 NW Fremont Street, Camas, commented about communication and the Slough Bridge.

Phil Williams, 936 NE 41st Ave, Camas, commented about City Council term limits.

Randy Harrison, 3942 NW Currawong Court, Camas, commented about urban sprawl.

Tara Pitchford, Clark County, commented about cannabis.

**V. CONSENT AGENDA**

A. January 21, 2020 Camas City Council Regular and Workshop Meeting Minutes

 [January 21, 2020 Camas City Council Regular Minutes - Draft](#)

[January 21, 2020 Camas City Council Workshop Minutes - Draft](#)

B. \$588,389.49 Automated Clearing House and Claim Checks Numbered 143313 to 143314 and 143323 to 1436429; \$2,324,740.48 Automated Clearing House, Direct

Deposit and Payroll Checks Numbered 7736 to 7766 and Payroll Accounts Payable Checks Numbered 143315 through 143322; \$5,052,295.73 January 2020 Electronic Payments

C. Larkspur Subdivision Final Plat (Submitted by Lauren Hollenbeck)

-  [Staff Report](#)
- [Plat map sheet 1](#)
- [Plat map sheet 2](#)

D. \$3,848,853.56 Tapani, Inc. 18th Avenue Reservoir Project Bid Award (Submitted by Sam Adams)

-  [Bid Tabulation 18th Avenue Reservoir 20191210](#)

E. Commute Trip Reduction (CTR) Interlocal Agreement Approval (Submitted by James Carothers)

-  [CTR Interlocal Agreement 2019-2023](#)
- [01-21-20 Workshop Interlocal Staff Report](#)

F. NE Goodwin Road and NE Ingle Road Signal Property Acquisition Memorandum of Understanding Approval (Submitted by James Carothers)

-  [MOU Document](#)
- [01-21-20 Council Workshop MOU Staff Report](#)

G. Green Mountain PRD Phase 2C and 2E Final Plat (Submitted by Robert Maul)

-  [Staff Report](#)
- [Phase 2C Plat Pg. 1](#)
- [Phase 2C Plat Pg. 2](#)
- [Phase 2E Plat Pg. 1](#)
- [Phase 2E Plat Pg. 2](#)

**It was moved by Council Member Carter, and seconded, to approve the Consent Agenda. The motion carried unanimously.**

**VI. ITEMS REMOVED FROM THE CONSENT AGENDA**

A. \$579,838 544 Gray and Osborne Inc. Zone Reservoir Professional Services Agreement (Submitted by Sam Adams)

-  Exhibit A - 18th Avenue Reservoir Additional Design and CM
- Exhibit B - 18th Avenue Reservoir Additional Design and CM

**VII. NON-AGENDA ITEMS**

A. Staff

There were no items from staff.

B. Council

Carter reminded everyone about the Downtown Camas Association's (DCA) First Friday event.

Chaney provided an overview of the Joint Policy Advisory Council (JPAC) meeting.

## VIII. MAYOR

A. Mayor Announcements

Mayor presented Council Member Carter with the City's 5-Years of Service tenure pin.

B. Citizen Appointments - Boards, Commissions and Committees

 [Mayor Citizen Appointment](#)

**It was moved by Council Member Chaney, and seconded, to confirm the citizen appointment to the Salary Commission. The motion carried unanimously.**

## IX. MEETING ITEMS

A. Resolution No. 20-002 Creating New Communications Manager Position  
Presenter: Jennifer Gorsuch, Administrative Services Director

 [Resolution 20-002 Creating New Communications Manager position](#)

[Option A](#)

[Option B](#)

**Resolution No. 20-002, Option B, be read by title only, with the change in the position title to Communications and Community Relations Manager. It was passed by a majority vote. Council Member Smith opposed.**

**It was moved by Council Member Anderson, and seconded, that Resolution No. 20-002, Option B, be adopted. The motion carried unanimously.**

## X. PUBLIC COMMENTS

No one from the public wished to speak.

## XI. ADJOURNMENT

The meeting adjourned at 7:24 p.m.



**CITY OF CAMAS**  
**PROFESSIONAL SERVICES AGREEMENT**

616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

**Project No. WS-715**

**(544 Zone Reservoir CM)**

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and Gray and Osborne Inc., hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform professional services in connection with the project designated as the **544 Zone Reservoir.**
2. **Scope of Services.** Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **September 1, 2021,** unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses.. Consultant billing rates are attached as **Exhibit "C"**.
  - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for

a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The work product shall not be used for any project other than the one intended under this contract without written authorization from Gray and Osborne, Inc.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or in connection with Consultant's negligence in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Consultant's Liability Insurance.
  - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agent, representatives, employees or subconsultants.

Consultant shall obtain insurance of types and amounts described below:
  - b. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
  - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and amounts described below:
    1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance in the amount of no less than \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operation aggregate limit shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent consultants, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.
  3. Professional Liability insurance appropriate to the consultant's profession in the amount of no less than \$1,000,000.00 per claim and \$1,000,000.00 policy aggregate limit.
  4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
  5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
  - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
  - f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
  - g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
  - h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
  - i. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
  - Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
  - Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)
  - Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)
  - Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)
  - Civil Rights Restoration Act of 1987  
(Public Law 100-259)
  - Americans with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)
  - 49 CFR Part 21
  - 23 CFR Part 200
  - 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 "D"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "D"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City. The work product shall not be used for any project other than the one intended under this contract without written authorization from Gray and Osborne, Inc.

14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—  
Primary and Lower Tier Covered Transactions.

- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
  2. Have not within a three-year period preceding this contract, 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 or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  3. 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 section; and
  4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
- c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the BOARD.
- d. The Contractor further agrees by signing this contract that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the BOARD for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:  
Sam Adams, PE  
City of Camas  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607  
PH: 360-817-7003  
FX: 360-834-1535  
EMAIL: sadams@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Michael Johnson, PE  
Gary and Osborne Inc.  
1130 Rainier Avenue South, Suite 300  
Seattle, WA 98114  
PH: 206-284-0860  
FX:  
EMAIL: mjohnson@g-o.com

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The artibrator's decision shall be final and legally binding and judgment be entered thereon.  
  
Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.
23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF CAMAS:

CONSULTANT:  
*Authorized Representative*

By \_\_\_\_\_

By  \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name Michael B. Johnson, P.E.

Title \_\_\_\_\_

Title President

Approved as to Form:

---

City Attorney

## **EXHIBIT “A”**

### **SCOPE OF WORK**

#### **CITY OF CAMAS 18<sup>TH</sup> AVENUE RESERVOIR ADDITIONAL DESIGN AND CONSTRUCTION MANAGEMENT**

This proposal is for additional design engineering services required to complete the 18<sup>th</sup> Avenue NW Reservoir design and for anticipated engineering services for construction management.

#### **ADDITIONAL DESIGN SERVICES**

Because of the protracted land acquisition process and additional services that were not included in the original scope of work, the following additional design tasks are included in this proposal.

##### **Task 1 – Alternative Site Analysis**

Gray & Osborne provided engineering support for reviewing alternate sites other than the McKay property. These sites included the Discovery High School parcel, a City of Vancouver parcel, and a site on Green Mountain. The analysis included identifying the required infrastructure at each site to provide the desired storage, as well as cost estimates for each option.

##### **Task 2 – 18<sup>th</sup> Avenue NW Street Frontage Improvements**

Because the project occurred on a parcel that was next to 18<sup>th</sup> Avenue NW, the City was required to provide frontage improvements including curb, gutter, planting, strip, and sidewalk per City standards. The frontage improvements required design by a traffic engineer to incorporate them into the existing street including incorporating the existing stormwater system into the new site stormwater system, and provide a traffic impact letter for the City’s site permit process.

##### **Task 3 – Landscaping**

A landscaped buffer strip was included between the sidewalk and the site fencing on the south side of the project and a buffer strip was also included along the easterly edge of the project to provide screening. The services of a landscape architect were employed to develop a planting plan that was incorporated into the planset along with contract specifications. The landscaping plan was also used to develop a rendering of the landscaped project.

#### **Task 4 – Wetlands Issues, JARPA, and Critical Areas Report**

Subsequent to the initial design contract, wetlands were found on the site. The presence of wetlands triggered a JARPA permit application and the need for finding wetlands through wetlands banking. In addition, the City's site permit process required a Critical Areas Report by a wetlands biologist, subcontracted to Gray & Osborne.

#### **Task 5 – Additional Land Acquisition Support**

During the negotiation with the property owner, Gray & Osborne provided ongoing support including conceptual site plans with potential City and developer improvements to aid in the negotiations with the property owner and eventual purchase of the project site.

#### **Task 6 – Waterline Design**

The original contract scope of work assumed that the waterline would be constructed as a separate project under a separate scope of work. Since that time, the City completed the design of the Brady Road waterline and the alignment for the reservoir waterline was chosen. The City then decided to include the waterline in the reservoir project.

#### **Task 7 – Design Per Final Short Plat**

The final short plat included a parcel that was smaller than what the original design had assumed. The final short plat included a westerly boundary line that was approximately 25 feet to the east of the property line of the two parcel from which the final parcel was platted. This modification in the site necessitated the redesign of the final site layout including relocating the access road, relocating the reservoir and associated site grading, redesigning the storm and water piping, and modifying the final frontage improvements along 18<sup>th</sup> Avenue NW.

In addition to the additional design services, this proposal includes construction support services for the project. The assumptions for the construction support scope of work are as follows.

### **CONSTRUCTION SUPPORT SERVICES**

Gray & Osborne will provide construction management support to the City including the following tasks.

**Task 1 – Coordinate and Attend Preconstruction Conference.**

**Task 2 – Setup and maintain the Construction Management System (CMS) for use by City staff, the contractor, and Gray & Osborne for project documentation and communication. The CMS system will be maintained on Gray & Osborne's server.**

**Task 3** – Provide submittal review including reviewing all submittals and coordinating with City staff for submittals requiring City staff input.

**Task 4** – Provide onsite resident inspection. The project contract is for 260 working days.

**Task 5** – Provide in office construction support including answering contractor RFI questions, reviewing material testing reports, and other support activities.

**Task 6** – Coordinate and attend construction meetings every 2 weeks for a total of 25 meetings.

**Task 7** – Provide project closeout services including coordinating and attending the final walkthrough, preparing the project punchlist, and documenting project completion.

**Task 8** – Prepare final project documentation.

**Task 9** – Prepare record drawings upon project completions.

#### Assumptions

The following items are assumed for the Scope of Work.

- All testing including, but not limited to, materials testing, welding inspection, and coating inspection will be performed by testing entities under separate contracts between the City and the entity.
- Gray & Osborne will prepare and coordinate the use of the Construction Management System (CMS) to allow all of the project documentation and communication to be performed on a website with password protected access by the various parties.
- Gray & Osborne will provide office support including submittal review, monthly progress estimates, and other project documentation.

**EXHIBIT "B"**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

*City of Camas 18th Avenue Reservoir Additional Design and Construction Management*

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Field Inspector Hours	Environmental Tech./ Specialist Hours	Engineer-In-Training Hours	AutoCAD/ GIS Tech/ Eng. Intern Hours
<b>Additional Design</b>										
1 Site Alternatives Analysis		16	32	32					12	
2 18th Avenue Frontage Improvements		8	40	80						24
3 Landscaping		4	4	4						8
4 Wetland Issues, JARPA, and Critical Areas Report		16						136		
5 Additional Land Acquisition Support		24	24	24					12	
6 Waterline Design		24	32	64					24	64
7 Design per Final Short Plat	4	24	40	64					16	64
<b>Construction Management</b>										
1 Coordinate and Attend Preconstruction Meeting		8	8	12			8			
2 Setup and Maintain CMS			24							24
3 Submittal Review		24	80	96	64	32				
4 Onsite Resident Inspection							2,080			
5 In-office Support		24	40	64	32	32		24		
6 Coordinate and Attend Construction Meetings		64	96	96	24	24				
7 Project Closeout		24	24	40	16	16				
8 Final Project Documentation		12	24	32						
9 Record Drawings		8	24	40	16	16				80
Hour Estimate:	4	280	492	648	152	120	2,088	160	64	264
Fully Burdened Billing Rate Range:*	\$135 to \$200	\$119 to \$200	\$119 to \$148	\$93 to \$135	\$110 to \$167	\$120 to \$190	\$81 to \$145	\$83 to \$138	\$85 to \$133	\$50 to \$132
Estimated Fully Burdened Billing Rate:*	\$175	\$170	\$145	\$115	\$160	\$165	\$130	\$115	\$105	\$100
Fully Burdened Labor Cost:	\$700	\$47,600	\$71,340	\$74,520	\$24,320	\$19,800	\$271,440	\$18,400	\$6,720	\$26,400

Total Fully Burdened Labor Cost:	\$ 561,240
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ current IRS rate)	\$ 6,500
Subconsultant:	
HBB	\$ 6,255
Watershed Company	\$ 4,743
Subconsultant Overhead (10%)	\$ 1,100
<b>TOTAL ESTIMATED COST:</b>	<b>\$ 579,838</b>

\* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

**EXHIBIT "C"**

**GRAY & OSBORNE, INC.**

**PROFESSIONAL ENGINEERING SERVICES CONTRACT  
FULLY BURDENED BILLING RATES\*  
THROUGH JUNE 15, 2020\*\***

<b><u>Employee Classification</u></b>	<b><u>Fully Burdened Billing Rates</u></b>		
AutoCAD/GIS Technician/Engineering Intern	\$ 50.00	to	\$132.00
Electrical Engineer	\$120.00	to	\$190.00
Structural Engineer	\$110.00	to	\$167.00
Environmental Technician/Specialist	\$ 83.00	to	\$138.00
Engineer-In-Training	\$ 85.00	to	\$133.00
Civil Engineer	\$93.00	to	\$135.00
Project Engineer	\$119.00	to	\$148.00
Project Manager	\$119.00	to	\$200.00
Principal-in-Charge	\$135.00	to	\$200.00
Resident Engineer	\$122.00	to	\$167.00
Field Inspector	\$ 81.00	to	\$145.00
Field Survey (2 Person)***	\$170.00	to	\$224.00
Field Survey (3 Person)***	\$265.00	to	\$306.00
Professional Land Surveyor	\$118.00	to	\$152.00
Secretary/Word Processor***	N/A		

\* Fully Burdened Billing Rates include overhead and profit.

\*\* Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.58 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

\*\*\* Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

**EXHIBIT "D"**  
**TITLE VI ASSURANCES**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree 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. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
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 of the grounds of race, color, sex, or national origin.
4. **Information and Report:** 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 AGENCY, 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, STATE or 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 the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, 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 AGENCY, STATE, 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 and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

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

Agreement Number: \_\_\_\_\_

Firm/Organization Legal Name (do not use dba's): <b>DKS Associates, Inc.</b>	
Address 720 SW Washington St., Ste. 500, Portland, OR 97205	Federal Aid Number
UBI Number <b>601460417</b>	Federal TIN or SSN Number <b>94-2583153</b>
Execution Date	Completion Date <b>June 30, 2021</b>
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title <b>Small Cities ATPM, City of Camas Project T1015</b>	
Description of Work <p>The proposed scope of work describes the tasks needed to connect the traffic signals in Battle Ground, Camas and Washougal (Small Cities) to the Clark County Trafficware ATMS.now central traffic signal system. The connection will provide remote access for the Small Cities and Clark County to operate and maintain the signals in an efficient manner.</p> <p>The work involved in this project includes updating the Small Cities traffic signal controllers (where needed), connecting the traffic signal controllers to the County server, installing CCTV cameras at key locations, and implementing new signal timing.</p> <p>A detailed scope of work is included.</p>	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: \$55,250	

## Index of Exhibits

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

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

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

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

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

## **I. General Description of Work**

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

## **II. General Scope of Work**

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

## **III. General Requirements**

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

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

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

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

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

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://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: James Carothers, PE, City Engineer  
Agency: City of Camas  
Address: 616 NE 4th Ave  
City: Camas, WA 98607  
Email: jcarothers@cityofcamas.us  
Phone: 360-817-7230  
Facsimile:

If to CONSULTANT:

Name: Jim Peters, PE, Principal  
Agency: DKS Associates  
Address: 720 SW Washington St, Ste 500  
City: Portland, OR 97205  
Email: jmp@dksassociates.com  
Phone: 503-243-3500  
Facsimile:

#### IV. Time for Beginning and Completion

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

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

## V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

## **VI. Sub-Contracting**

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

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

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

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

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

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

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

## **VII. Employment and Organizational Conflict of Interest**

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

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

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

Agreement Number:

## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

## **X. Changes of Work**

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

## **XI. Disputes**

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

## **XII. Legal Relations**

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name:	James Carothers, PE, City Engineer
Agency:	City of Camas
Address:	616 NE 4th Ave
City:	Camas, WA 98607
Email:	jcarothers@cityofcamas.us
Phone:	360-817-7230
Facsimile:	

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

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

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

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

### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

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

### **XV. Federal Review**

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

### **XVI. Certification of the Consultant and the Agency**

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

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

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

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

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

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

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

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

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

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

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

## **XX. Records Maintenance**

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

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

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

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

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

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



\_\_\_\_\_  
Signature

01-27-2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**Exhibit A**  
**Scope of Work**

---

Attached

Project No. T1015

## VAST Small Cities ATMS Scope

### Project Description

The proposed scope of work describes the tasks needed to connect the traffic signals in Battle Ground, Camas and Washougal (Small Cities) to the Clark County Trafficware ATMS.now central traffic signal system. The connection will provide remote access for the Small Cities and Clark County to operate and maintain the signals in an efficient manner.

The work involved in this project includes updating the Small Cities traffic signal controllers (where needed), connecting the traffic signal controllers to the County server, installing CCTV cameras at key locations, and implementing new signal timing.

Table 1 shows the project locations and where new controllers will be installed. Each traffic signal will be connected to the Clark County ATMS.now central signal system via a new wireless connection, cell modem and/or existing fiber optic cable.

Table 1: Project Intersections

Agency	Intersection	New Controller
City of Battle Ground	W Main Street & Safeway	n/a
	W Main Street & SW 5 <sup>th</sup> Avenue	X
	Main Street & Parkway Avenue	X
	Parkway Avenue & Eaton Boulevard	n/a
	SE Eaton Boulevard & SE Grace Avenue	X
City of Camas	NW Friberg-Strunk Street & NE Goodwin Road	X
	NW Lake Road & NW Friberg-Strunk Street	X
	NW Lake Road & NW Parker Street	n/a
	NW 38 <sup>th</sup> Avenue & NW Parker Street	X
	NW 38 <sup>th</sup> Avenue & NW Fisher Creek Drive	X
	NE 3 <sup>rd</sup> Avenue & SE Crown Road	X
	NE 3 <sup>rd</sup> Avenue & N Shepherd Road	X
	NE 3 <sup>rd</sup> Avenue/NE 2 <sup>nd</sup> Avenue	X
	NE 3 <sup>rd</sup> Avenue & NE Lechner Street	X
	NE 4 <sup>th</sup> Avenue & NE Adams Street	X
NW 16 <sup>th</sup> Avenue & NW Brady Road	n/a	
City of Washougal	E Street & Washougal River Road	1C CPU
	Main Street & Washougal River Road	1C CPU
	Hwy 14 & 15 <sup>th</sup> Street	n/a
	Evergreen Way & 32 <sup>nd</sup> Street	n/a

In addition to the connecting the traffic signals to the ATMS.now central signal system, CCTV cameras will be installed at the following locations:

- Battle Ground – SE Eaton Boulevard & SE Grace Avenue
- Battle Ground – W Main Street & W 5<sup>th</sup> Avenue
- City of Camas – NW 38<sup>th</sup> Avenue and NW Parker Street
- City of Washougal – Washougal River Road & B Street
- City of Washougal – Washougal River Road & E Street
- City of Washougal – Evergreen Way & 32<sup>nd</sup> Street

## **Scope of Services**

### *City of Battle Ground (Task 1)*

#### **Task 1.1 – Project Management and Coordination**

DKS Associates (Consultant) shall manage and coordinate the tasks included in this Scope of Services. This task assumes a contract schedule of 6 months.

Consultant shall:

- Provide the baseline project schedule with two revisions during the project
- Provide monthly progress reports
- Provide quality control review and documentation for each deliverable
- Monitor project progress and provide regular project status reports
- Coordinate with City of Battle Ground Project Manager for project direction and control
- Conduct kick-off meeting with City of Battle Ground representative.
- Facilitate 8 bi-weekly teleconference meetings to coordinate project development and delivery

#### ***Task 1.1 Deliverables:***

- Baseline project schedule
- Electronic monthly progress reports and billing invoices
- QA/QC procedures and documentation throughout the Project

#### **Task 1.2 – High-Level Design**

The high-level design will define the proposed communications path and necessary components. Consultant shall work with Battle Ground to field review and confirm the proposed communication medium and equipment at each project intersection.

Consultant shall review the proposed conduit path and junction boxes for any new cabling and conduct path analysis for proposed wireless links, where necessary.

The high-level design will show a schematic of each intersection with the location of new equipment and any impacts, such as new conduit or poles that are needed to accommodate it.

Consultant shall coordinate with IT staff from Battle Ground, Clark County and WsDOT to verify the communications path between the field controller and the central signal system at Clark County.

City will provide record drawings of project intersections that show conduit runs from the controller cabinet to the signal poles. In the event that sufficient record drawings are not available, the consultant will request a utility locate.

For budget purposes, it is assumed that field review will take one day with two consultant staff.

***Task 1.2 Deliverables:***

- Draft High-Level Design
- Final High-Level Design

**Task 1.3 – Develop PS&E**

**Task 1.3.1 Advanced Design (80% complete)**

Consultant shall develop and submit to the City of Battle Ground advanced plans, special provisions, and estimate, which includes completion of all tasks and deliverable below.

Consultant shall:

- Design and prepare Advanced Plans including Project title sheet, index sheet, communications infrastructure design plans, ITS design plans, and typical details (as necessary) in conformance with City standards.
- Design the communications infrastructure to support communications to new traffic signal controllers and CCTV camera installations via Ethernet communications, such as wireless, cellular and/or fiber.
- Assemble specifications and Special Provisions.
- Prepare an Engineer's Cost Estimate.
- Schedule, coordinate and arrange a plans-in-hand review meeting with City to discuss the advanced plans.

***Task 1.3.1 Deliverables:***

- Electronic PDF format of half-size (11"x17") advanced plans.
- Engineer's estimate in Microsoft Excel format.
- Electronic files of special provision in Microsoft Word format.

***Task 1.3.1 Assumptions***

- Design review meeting will happen after submittal of advanced (80%) plans.
- No surveying, new poles, geotechnical engineering, or structural engineering are included in this scope of services.
- The budget assumes the existing conduit and cable routing is defined on existing plans.
- Wireless communications equipment will be compatible with the existing Solectek system operating unlicensed.
- One set of PS&E will be developed that includes all project intersections in the three cities.

### **Task 1.3.2 - Final PS&E**

Consultant shall develop and submit to City of Battle Ground final PS&E package:

Consultant shall:

- Prepare, stamp and sign final plans and any necessary detail sheets.
- Prepare, stamp and sign final Special Provisions including required “Boiler Plate” updates.
- Prepare a final Engineer’s Cost Estimate and bid item list.
- Respond to advanced plans review comments.
- Develop construction schedule. Final construction schedule shall incorporate review comments of advance plans.

#### ***Task 1.3.2 Deliverables:***

- One set of final paper plans in 11” x 17” plan sheet format.
- Electronic files of plans in AutoCad format.
- Final bid documents consisting of one electronic set and one hard-copy set of the Project Special Provisions and Engineer’s Cost Estimate.
- Construction Project schedule in electronic (Microsoft Project or pdf) format.

#### ***Task 1.3.2 Assumptions***

- No surveying, new poles, geotechnical engineering, or structural engineering are included in this scope of services.
- The budget assumes the existing conduit and cable routing is defined on existing plans.
- Wireless communications equipment will be compatible with the existing Solectek system operating unlicensed.
- One set of PS&E will be developed that includes all project intersections in the three cities.

### **Task 1.4 – Traffic Signal Timing**

Consultant shall develop and assist in implementation of new traffic signal timings for City of Battle Ground project intersections listed in Table 1. Consultant shall review existing local timings (minimum green, maximum green, walk, flashing don’t walk, yellow and red clearance) and update to current agency standards and policies.

Consultant shall develop new traffic signal timing databases for operation with Trafficware controllers and coordinate with operating/maintaining agency (Clark County or WsDOT) for field implementation.

Consultant shall review the traffic signal operations in the field and using log data and make updates to improve operations.

For budget purposes, it is assumed that consultant will be able to access the Clark County or WsDOT Trafficware ATMS.now central signal system to develop the new timing databases.

Agency will provide existing traffic signal phasing and timings for each project intersection.

**Task 1.4 Deliverables:**

- Local timing summary table
- New intersection timing database in Trafficware ATMS.now

**Task 1.5 – Construction Support**

Consultant shall conduct the following to support the City of Battle Ground during construction:

- Provide answers to written questions received during the bidding process.
- Provide formal clarification of design intent and design revisions due to design errors or omissions.
- Prepare Project addenda letter(s) and addendums to plans as necessary.
- Review and comment in writing on adequacy of Construction Contractor submittals and re-submittals as required.
- Perform and provide “as constructed” drawing revisions to the portions of the project they designed. Changes will be provided by the City.

**Task 1.5 Deliverables:**

- Responses to Contractor questions during bidding.
- Formal clarification of design intent or design revisions due to design errors or omissions within three working days upon receipt of request from City.
- Addenda in electronic (Microsoft Word or pdf) format. Plan sheets with addenda shall be on paper and stamped and signed.
- Reviewed submittals in electronic format.
- Complete “As Constructed” drawings.

**Task 1.5 Assumptions**

- The level of effort is assumed to be 24 hours of consultant time.

**Task 1.6 – Environmental Review**

Consultant shall provide input to the City of Battle Ground to assist with questions related to NEPA documentation. The level of effort is assumed to be 5 hours of consultant time.

*City of Camas (Task 2)*

**Task 2.1 – Project Management and Coordination**

Consultant shall manage and coordinate the tasks included in this Scope of Services. This task assumes a contract schedule of 6 months.

Consultant shall:

- Provide the baseline project schedule with two revisions during the project
- Provide monthly progress reports
- Provide quality control review and documentation for each deliverable
- Monitor project progress and provide regular project status reports
- Coordinate with City of Camas Project Manager for project direction and control
- Conduct kick-off meeting with City of Camas representative.
- Facilitate 8 bi-weekly teleconference meetings to coordinate project development and delivery

**Task 2.1 Deliverables:**

- Baseline project schedule
- Electronic monthly progress reports and billing invoices
- QA/QC procedures and documentation throughout the Project

**Task 2.2 – High-Level Design**

The high-level design will define the proposed communications path and necessary components. Consultant shall work with Camas to field review and confirm the proposed communication medium and equipment at each project intersection. Consultant shall review the proposed conduit path and junction boxes for any new cabling and conduct path analysis for proposed wireless links, where necessary.

The high-level design will show a schematic of each intersection with the location of new equipment and any impacts, such as new conduit or poles that are needed to accommodate it.

Consultant shall coordinate with IT staff from Camas, Clark County and WsDOT to verify the communications path between the field controller and the central signal system at Clark County.

City will provide record drawings of project intersections that show conduit runs from the controller cabinet to the signal poles. In the event that sufficient record drawings are not available, the consultant will request a utility locate.

For budget purposes, it is assumed that field review will take two days with two consultant staff.

**Task 2.2 Deliverables:**

- Draft High-Level Design
- Final High-Level Design

**Task 2.3 – Develop PS&E**

**Task 2.3.1 Advanced Design (80% complete)**

Consultant shall develop and submit to the City of Camas advanced plans, special provisions, and estimate, which includes completion of all tasks and deliverable below.

Consultant shall:

- Design and prepare Advanced Plans including Project title sheet, index sheet, communications infrastructure design plans, ITS design plans, and typical details (as necessary) in conformance with City standards.
- Design the communications infrastructure to support communications to new traffic signal controllers and CCTV camera installations via Ethernet communications, such as wireless, cellular and/or fiber.
- Assemble specifications and Special Provisions.
- Prepare an Engineer's Cost Estimate.
- Schedule, coordinate and arrange a plans-in-hand review meeting with City to discuss the advanced plans.

**Task 2.3.1 Deliverables:**

- Electronic PDF format of half-size (11"x17") advanced plans.
- Engineer's estimate in Microsoft Excel format.
- Electronic files of special provision in Microsoft Word format.

**Task 2.3.1 Assumptions**

- Design review meeting will happen after submittal of advanced (80%) plans.
- No surveying, new poles, geotechnical engineering, or structural engineering are included in this scope of services.
- The budget assumes the existing conduit and cable routing is defined on existing plans.
- Wireless communications equipment will be compatible with the existing Solectek system operating unlicensed.
- One set of PS&E will be developed that includes all project intersections in the three cities.

**Task 2.3.2 - Final PS&E**

Consultant shall develop and submit to City of Camas final PS&E package:

Consultant shall:

- Prepare, stamp and sign final plans and any necessary detail sheets.
- Prepare, stamp and sign final Special Provisions including required "Boiler Plate" updates.
- Prepare a final Engineer's Cost Estimate and bid item list.
- Respond to advanced plans review comments.
- Develop construction schedule. Final construction schedule shall incorporate review comments of advance plans.

**Task 2.3.2 Deliverables:**

- One set of final paper plans in 11" x 17" plan sheet format.
- Electronic files of plans in AutoCad format.
- Final bid documents consisting of one electronic set and one hard-copy set of the Project Special Provisions and Engineer's Cost Estimate.
- Construction Project schedule in electronic (Microsoft Project or pdf) format.

**Task 2.3.2 Assumptions**

- No surveying, new poles, geotechnical engineering, or structural engineering are included in this scope of services.
- The budget assumes the existing conduit and cable routing is defined on existing plans.
- Wireless communications equipment will be compatible with the existing Solectek system operating unlicensed.
- One set of PS&E will be developed that includes all project intersections in the three cities.

**Task 2.4 – Traffic Signal Timing**

Consultant shall develop and assist in implementation of new traffic signal timings for the City of Camas project intersections listed in Table 1. Consultant shall review existing

local timings (minimum green, maximum green, walk, flashing don't walk, yellow and red clearance) and update to current agency standards and policies. Consultant shall develop new traffic signal timing databases for operation with Trafficware controllers and coordinate with operating/maintaining agency (Clark County or WsDOT) for field implementation.

Consultant shall review the traffic signal operations in the field and using log data and make updates to improve operations.

For budget purposes, it is assumed that consultant will be able to access the Clark County or WsDOT Trafficware ATMS.now central signal system to develop the new timing databases.

Agency will provide existing traffic signal phasing and timings for each project intersection.

***Task 2.4 Deliverables:***

- Local timing summary table
- New intersection timing database in Trafficware ATMS.now

**Task 2.5 – Construction Support**

Consultant shall conduct the following to support the City of Camas during construction:

- Provide answers to written questions received during the bidding process.
- Provide formal clarification of design intent and design revisions due to design errors or omissions.
- Prepare Project addenda letter(s) and addendums to plans as necessary.
- Review and comment in writing on adequacy of Construction Contractor submittals and re-submittals as required.
- Perform and provide “as constructed” drawing revisions to the portions of the project they designed. Changes will be provided by the City.

***Task 2.5 Deliverables:***

- Responses to Contractor questions during bidding.
- Formal clarification of design intent or design revisions due to design errors or omissions within three working days upon receipt of request from City.
- Addenda in electronic (Microsoft Word or pdf) format. Plan sheets with addenda shall be on paper and stamped and signed.
- Reviewed submittals in electronic format.
- Complete “As Constructed” drawings.

***Task 2.5 Assumptions***

- The level of effort is assumed to be 40 hours of consultant time.

**Task 2.6 – Environmental Review**

Consultant shall provide input to the City of Camas to assist with questions related to NEPA documentation. The level of effort is assumed to be 8 hours of consultant time.

### *City of Washougal (Task 3)*

#### **Task 3.1 – Project Management and Coordination**

Consultant shall manage and coordinate the tasks included in this Scope of Services. This task assumes a contract schedule of 6 months.

Consultant shall:

- Provide the baseline project schedule with two revisions during the project
- Provide monthly progress reports
- Provide quality control review and documentation for each deliverable
- Monitor project progress and provide regular project status reports
- Coordinate with City of Washougal Project Manager for project direction and control
- Conduct kick-off meeting with City of Washougal representative.
- Facilitate 8 bi-weekly teleconference meetings to coordinate project development and delivery

#### ***Task 3.1 Deliverables:***

- Baseline project schedule
- Electronic monthly progress reports and billing invoices
- QA/QC procedures and documentation throughout the Project

#### **Task 3.2 – High-Level Design**

The high-level design will define the proposed communications path and necessary components. Consultant shall work with Washougal to field review and confirm the proposed communication medium and equipment at each project intersection.

Consultant shall review the proposed conduit path and junction boxes for any new cabling and conduct path analysis for proposed wireless links, where necessary.

The high-level design will show a schematic of each intersection with the location of new equipment and any impacts, such as new conduit or poles that are needed to accommodate it.

Consultant shall coordinate with IT staff from Washougal, Clark County and WsDOT to verify the communications path between the field controller and the central signal system at Clark County.

City will provide record drawings of project intersections that show conduit runs from the controller cabinet to the signal poles. In the event that sufficient record drawings are not available, the consultant will request a utility locate.

For budget purposes, it is assumed that field review will take one day with two consultant staff.

#### ***Task 3.2 Deliverables:***

- Draft High-Level Design
- Final High-Level Design

### **Task 3.3 – Develop PS&E**

#### **Task 3.3.1 Advanced Design (80% complete)**

Consultant shall develop and submit to the City of Washougal advanced plans, special provisions, and estimate, which includes completion of all tasks and deliverable below.

Consultant shall:

- Design and prepare Advanced Plans including Project title sheet, index sheet, communications infrastructure design plans, ITS design plans, and typical details (as necessary) in conformance with City standards.
- Design the communications infrastructure to support communications to new traffic signal controllers and CCTV camera installations via Ethernet communications, such as wireless, cellular and/or fiber.
- Assemble specifications and Special Provisions.
- Prepare an Engineer's Cost Estimate.
- Schedule, coordinate and arrange a plans-in-hand review meeting with City to discuss the advanced plans.

#### **Task 3.3.1 Deliverables:**

- Electronic PDF format of half-size (11"x17") advanced plans.
- Engineer's estimate in Microsoft Excel format.
- Electronic files of special provision in Microsoft Word format.

#### **Task 3.3.1 Assumptions**

- Design review meeting will happen after submittal of advanced (80%) plans.
- No surveying, new poles, geotechnical engineering, or structural engineering are included in this scope of services.
- The budget assumes the existing conduit and cable routing is defined on existing plans.
- Wireless communications equipment will be compatible with the existing Solectek system operating unlicensed.
- One set of PS&E will be developed that includes all project intersections in the three cities.

#### **Task 3.3.2 - Final PS&E**

Consultant shall develop and submit to City of Washougal final PS&E package:

Consultant shall:

- Prepare, stamp and sign final plans and any necessary detail sheets.
- Prepare, stamp and sign final Special Provisions including required "Boiler Plate" updates.
- Prepare a final Engineer's Cost Estimate and bid item list.
- Respond to advanced plans review comments.
- Develop construction schedule. Final construction schedule shall incorporate review comments of advance plans.

#### **Task 3.3.2 Deliverables:**

- One set of final paper plans in 11" x 17" plan sheet format.
- Electronic files of plans in AutoCad format.

- Final bid documents consisting of one electronic set and one hard-copy set of the Project Special Provisions and Engineer's Cost Estimate.
- Construction Project schedule in electronic (Microsoft Project or pdf) format.

**Task 3.3.2 Assumptions**

- No surveying, new poles, geotechnical engineering, or structural engineering are included in this scope of services.
- The budget assumes the existing conduit and cable routing is defined on existing plans.
- Wireless communications equipment will be compatible with the existing Solectek system operating unlicensed.
- One set of PS&E will be developed that includes all project intersections in the three cities.

**Task 3.4 – Traffic Signal Timing**

Consultant shall develop and assist in implementation of new traffic signal timings for the City of Washougal project intersections listed in Table 1. Consultant shall review existing local timings (minimum green, maximum green, walk, flashing don't walk, yellow and red clearance) and update to current agency standards and policies. Consultant shall develop new traffic signal timing databases for operation with Trafficware controllers and coordinate with operating/maintaining agency (Clark County or WsDOT) for field implementation.

Consultant shall review the traffic signal operations in the field and using log data and make updates to improve operations.

For budget purposes, it is assumed that consultant will be able to access the Clark County or WsDOT Trafficware ATMS.now central signal system to develop the new timing databases.

Agency will provide existing traffic signal phasing and timings for each project intersection.

**Task 3.4 Deliverables:**

- Local timing summary table
- New intersection timing database in Trafficware ATMS.now

**Task 3.5 – Construction Support**

Consultant shall conduct the following to support the City of Washougal during construction:

- Provide answers to written questions received during the bidding process.
- Provide formal clarification of design intent and design revisions due to design errors or omissions.
- Prepare Project addenda letter(s) and addendums to plans as necessary.
- Review and comment in writing on adequacy of Construction Contractor submittals and re-submittals as required.
- Perform and provide "as constructed" drawing revisions to the portions of the project they designed. Changes will be provided by the City.

***Task 3.5 Deliverables:***

- Responses to Contractor questions during bidding.
- Formal clarification of design intent or design revisions due to design errors or omissions within three working days upon receipt of request from City.
- Addenda in electronic (Microsoft Word or pdf) format. Plan sheets with addenda shall be on paper and stamped and signed.
- Reviewed submittals in electronic format.
- Complete “As Constructed” drawings.

***Task 3.5 Assumptions***

- The level of effort is assumed to be 24 hours of consultant time.

**Task 3.6 – Environmental Review**

Consultant shall provide input to the City of Washougal to assist with questions related to NEPA documentation. The level of effort is assumed to be 5 hours of consultant time.

**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.

**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

Not Applicable

B. Roadway Design Files

Not Applicable

C. Computer Aided Drafting Files

AutoCAD, Civil 3D or Carlson IntelliCAD compatible DWG files

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

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

AutoCAD, Civil 3D or Carlson IntelliCAD compatible DWG files

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

City of Camas will provide record drawings of project intersections that show conduit runs from the controller cabinet to the signal poles. In the event that sufficient record drawings are not available, the consultant will request a utility locate.

II. Any Other Electronic Files to Be Provided

As described in Scope of Work

III. Methods to Electronically Exchange Data

Web or Cloud based file transfer service or email

A. Agency Software Suite

Microsoft Office, Carlson IntelliCAD

B. Electronic Messaging System

C. File Transfers Format

**Exhibit D**  
**Prime Consultant Cost Computations**

---

Attached



## Fee Schedule

*Effective January 1, 2020 through December 31, 2020*

<i>ENGINEERS and PLANNER</i>				<i>TECHNICIANS and SUPPORT STAFF</i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 1	\$ 55.00	Grade 32	210.00	Tech Level A	\$ 35.00
Grade 2	60.00	Grade 33	215.00	Tech Level B	40.00
Grade 3	65.00	Grade 34	220.00	Tech Level C	45.00
Grade 4	70.00	Grade 35	225.00	Tech Level D	50.00
Grade 5	75.00	Grade 36	230.00	Tech Level E	55.00
Grade 6	80.00	Grade 37	235.00	Tech Level F	60.00
Grade 7	85.00	Grade 38	240.00	Tech Level G	65.00
Grade 8	90.00	Grade 39	245.00	Tech Level H	70.00
Grade 9	95.00	Grade 40	250.00	Tech Level I	75.00
Grade 10	100.00	Grade 41	255.00	Tech Level J	80.00
Grade 11	105.00	Grade 42	260.00	Tech Level K	85.00
Grade 12	110.00	Grade 43	265.00	Tech Level L	90.00
Grade 13	115.00	Grade 44	270.00	Tech Level M	95.00
Grade 14	120.00	Grade 45	275.00	Tech Level N	100.00
Grade 15	125.00	Grade 46	280.00	Tech Level O	105.00
Grade 16	130.00	Grade 47	285.00	Tech Level P	110.00
Grade 17	135.00	Grade 48	290.00	Tech Level Q	115.00
Grade 18	140.00	Grade 49	295.00	Tech Level R	120.00
Grade 19	145.00	Grade 50	300.00	Tech Level S	125.00
Grade 20	150.00	Grade 51	305.00	Tech Level T	130.00
Grade 21	155.00	Grade 52	310.00	Tech Level U	135.00
Grade 22	160.00	Grade 53	315.00	Tech Level V	140.00
Grade 23	165.00	Grade 54	320.00	Tech Level W	145.00
Grade 24	170.00	Grade 55	325.00	Tech Level X	150.00
Grade 25	175.00	Grade 56	330.00	Tech Level Y	155.00
Grade 26	180.00	Grade 57	335.00	Tech Level Z	160.00
Grade 27	185.00	Grade 58	340.00	Tech Level AA	165.00
Grade 28	190.00	Grade 59	345.00	Tech Level AB	170.00
Grade 29	195.00	Grade 60	350.00	Tech Level AC	175.00
Grade 30	200.00	Grade 61	355.00	Tech Level AD	180.00
Grade 31	205.00	Grade 62	360.00	Tech Level AE	185.00

- 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.

**Exhibit E**  
**Sub-consultant Cost Computations**

---

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

# **Exhibit F**

## **Title VI Assurances**

---

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

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

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

# **Exhibit G**

## **Certification Document**

---

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

## Exhibit G-1(a) Certification of Consultant

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

---

whose address is

720 SW Washington St, Ste 500, Portland, OR 97205

---

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 City of Camas

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.

## DKS Associates

---

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

01-27-2020

Date

**Exhibit G-1(b) Certification of \_\_\_\_\_**

I hereby certify that I am the:

Other

of the \_\_\_\_\_, and \_\_\_\_\_

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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

### DKS Associates

---

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

01-27-2020

Date

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

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

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

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

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

### DKS Associates

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

01-27-2020

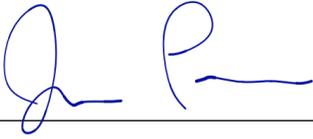
Date

## Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \$55,250 \* are accurate, complete, and current as of December 12, 2019 \*\*.

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

Firm: DKS Associates



Signature

Principal

Title

Date of Execution 01-27-2020

\*\*\*.

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

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

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

# **Exhibit H**

## **Liability Insurance Increase**

---

### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ \_\_\_\_\_ .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ \_\_\_\_\_.

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

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

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

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

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

Notes: Cost of added insurance requirements: \$ \_\_\_\_\_.

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

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

---

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

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

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

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

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

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

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

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

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

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

## **Step 5 Forward Documents to Local Programs**

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

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

# *Exhibit J*

## **Consultant Claim Procedures**

---

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

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

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

### **Step 5 Informing Consultant of Decision Regarding the Claim**

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

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

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



**TRANSACTION DETAILS**

**Reference Number**  
E4460F59-D72C-4D57-85F6-541CA4EB915C

**Transaction Type**  
Signature Request

**Sent At**  
01/27/2020 13:28 EST

**Executed At**  
01/27/2020 13:30 EST

**Identity Method**  
email

**Distribution Method**  
email

**Signed Checksum**  
b576d1aa716e9b18d79280c767e1ff0e59b30af1eb057d9d1845a273776a70b1

**Signer Sequencing**  
Disabled

**Document Passcode**  
Disabled

**DOCUMENT DETAILS**

**Document Name**  
NEW Camas LAG Agreement to sign for PJO

**Filename**  
t1015\_lag\_agreement\_camass\_012220.pdf

**Pages**  
34 pages

**Content Type**  
application/pdf

**File Size**  
269 KB

**Original Checksum**  
cd530ff38a7e3356bc53a7120a6aa9085cdec3795ca4d19f191c8136999a11ee

**SIGNERS**

SIGNER	E-SIGNATURE	EVENTS
<b>Name</b> Jim Peters	<b>Status</b> signed	<b>Viewed At</b> 01/27/2020 13:29 EST
<b>Email</b> jim.peters@dksassociates.com	<b>Multi-factor Digital Fingerprint Checksum</b> 2b48464033c7d50fb58338aad12aaa08826110be60f5bc9906f3e73b2310bb6	<b>Identity Authenticated At</b> 01/27/2020 13:30 EST
<b>Components</b> 11	<b>IP Address</b> 174.216.23.188	<b>Signed At</b> 01/27/2020 13:30 EST
	<b>Device</b> Chrome Mobile iOS via iOS	
	<b>Drawn Signature</b> 	
	<b>Signature Reference ID</b> 9F14CAAA	
	<b>Signature Biometric Count</b> 127	

**AUDITS**

TIMESTAMP	AUDIT
01/27/2020 13:30 EST	Jim Peters (jim.peters@dksassociates.com) signed the document on Chrome Mobile iOS via iOS from 174.216.23.188.
01/27/2020 13:30 EST	Jim Peters (jim.peters@dksassociates.com) authenticated via email on Chrome Mobile iOS via iOS from 174.216.23.188.
01/27/2020 13:29 EST	Jim Peters (jim.peters@dksassociates.com) viewed the document on Chrome Mobile iOS via iOS from 174.216.23.188.
01/27/2020 13:28 EST	Jim Peters (jim.peters@dksassociates.com) was emailed a link to sign.
01/27/2020 13:28 EST	Becca Finicle (rlp@dksassociates.com) created document 't1015_lag_agreement_camass_012220.pdf' on Chrome via Windows from 50.226.71.86.

DKS Associates

Exhibit A

VAST Small Cities ATMS Draft Budget 10-29-2019

Task #		Hours	Labor Cost	Direct Expenses	Total Cost
<b>1</b>	<b>City of Battle Ground</b>				
1.1	Project Management and Coordination	26	\$ 4,850	\$ -	\$ 4,850
	Project Management				
	Check in meetings				
1.2	High Level Design	58	\$ 8,790	\$ 100	\$ 8,890
	Field Review			\$ 100	
	Draft High Level Design				
	Final High Level Design				
1.3	Develop PS & E	84.5	\$ 12,140	\$ 50	\$ 12,190
1.3.1	Advance Plans				
	Advance Plan Cost Estimate				
	Draft Special Provisions				
	Plans-in-hand meeting				
1.3.2	Final Plans			\$ 50	
	Cost Estimate				
	Special Provisions				
1.4	Traffic Signal Timing	44	\$ 7,110	\$ 100	\$ 7,210
	Local Timings				
	Draft Trafficware database				
	Final Trafficware database				
	Field Review			\$ 100	
1.5	Construction Support	24	\$ 3,350	\$ -	\$ 3,350
	General support				
1.6	NEPA Assistance	5	\$ 765		\$ 765
	NEPA Assistance				
	<b>Battle Ground Sub Total</b>	<b>241.5</b>	<b>\$ 37,005.00</b>	<b>\$ 250.00</b>	<b>\$ 37,255.00</b>

DKS Associates

Exhibit A

VAST Small Cities ATMS Draft Budget 10-29-2019

Task #		Hours	Labor Cost	Direct Expenses	Total Cost
<b>2 City of Camas</b>					
2.1	Project Management and Coordination	26	\$ 4,850	\$ -	\$ 4,850
	Project Management				
	Check in meetings				
2.2	High Level Design	94	\$ 13,910	\$ 100	\$ 14,010
	Field Review			\$ 100	
	Draft High Level Design				
	Final High Level Design				
2.3	Develop PS & E	112.5	\$ 15,520	\$ 50	\$ 15,570
2.3.1	Advance Plans				
	Advance Plan Cost Estimate				
	Draft Special Provisions				
	Plans-in-hand meeting				
2.3.2	Final Plans			\$ 50	
	Cost Estimate				
	Special Provisions				
2.4	Traffic Signal Timing	92	\$ 13,950	\$ 100	\$ 14,050
	Local Timings				
	Draft Trafficware database				
	Final Trafficware database				
	Field Review			\$ 100	
2.5	Construction Support	40	\$ 5,510	\$ -	\$ 5,510
	General support				
2.6	NEPA Assistance	8	\$ 1,260		\$ 1,260
	NEPA Assistance				
	<b>Camas Sub Total</b>	<b>372.5</b>	<b>\$ 55,000.00</b>	<b>\$ 250.00</b>	<b>\$ 55,250.00</b>

DKS Associates

Exhibit A

VAST Small Cities ATMS Draft Budget 10-29-2019

Task #		Hours	Labor Cost	Direct Expenses	Total Cost
<b>3 City of Washougal</b>					
3.1	Project Management and Coordination	26	\$ 4,850	\$ -	\$ 4,850
	Project Management				
	Check in meetings				
3.2	High Level Design	58	\$ 8,790	\$ 100	\$ 8,890
	Field Review			\$ 100	
	Draft High Level Design				
	Final High Level Design				
3.3	Develop PS & E	76.5	\$ 10,960	\$ 50	\$ 11,010
3.3.1	Advance Plans				
	Advance Plan Cost Estimate				
	Draft Special Provisions				
	Plans-in-hand meeting				
3.3.2	Final Plans			\$ 50	
	Cost Estimate				
	Special Provisions				
3.4	Traffic Signal Timing	36	\$ 6,030	\$ 100	\$ 6,130
	Local Timings				
	Draft Trafficware database				
	Final Trafficware database				
	Field Review			\$ 100	
3.5	Construction Support	24	\$ 3,350	\$ -	\$ 3,350
	General support				
3.6	Environmental Review	5	\$ 765		\$ 765
	NEPA Assistance				
	<b>Washougal Sub Total</b>	<b>225.5</b>	<b>\$ 34,745.00</b>	<b>\$ 250.00</b>	<b>\$ 34,995.00</b>



## Staff Report (Revised 1/31/2020)

February 3, 2020 Council Workshop

### Citywide Traffic Signal Controller Upgrades Professional Services Contract

Staff Contact	Phone	Email
James Carothers, Engineering Manager	360.817.7230	<a href="mailto:jcarothers@cityofcamas.us">jcarothers@cityofcamas.us</a>

**PURPOSE:**

City of Camas has been awarded a Federal Congestion Mitigation and Air Quality (CMAQ) grant of \$120,000 from the Regional Transportation Council in a joint venture with the City of Battle Ground and the City of Washougal. The grant will supply partial funding to modernize obsolete traffic signals, and integrate them into the Clark County Central Traffic System. Integrating City of Camas’ facilities with the County’s Central Traffic System will provide the means to better manage the signalized corridors by sharing traffic data with the County. It will also enable the County traffic managers to react in a timely manner to a variety of circumstances that can minimize delay and reduce congestion and exhaust emissions.

The major work involved in this project includes updating obsolete traffic controllers to ones that are compatible with the Clark County Central Traffic System, installing wireless radios to connect the updated signals, and installing a CCTV camera for real-time traffic evaluation at the intersection of NW 38<sup>th</sup> Avenue and NW Parker Street.

The City of Camas Matching Funds and Consultant Fees are expected to be paid from the City General Fund. The allocated 2019 budget for this project was \$340,500, none of which was general fund allocation. The budget for this project in 2020 will be assigned in the Spring Omnibus, and the revenue funds will be reallocated from the 2019 budget as shown in the table below:

	CMAQ Grant	Local (General/Street Fund)		Total
		Contract	Clark County	
Preliminary Engineering	\$0	\$49,740	\$0	\$49,740
Right-of-Way	\$0	\$0	\$0	\$0
Construction	\$120,000	\$45,510	\$16,000	\$181,510
<b>TOTAL</b>	<b>\$120,000</b>	<b>\$95,250</b>	<b>\$16,000</b>	<b>\$231,250</b>

Chart Revised 1/31/2020

DKS Associates was selected as the Design Consultant for the project through a joint decision between Camas, Battleground and Washougal staff. Each City will administer an individual contract with the Consultant. Consultant Scope of Services will include the evaluation of existing facilities, engineering design, coordination with Clark County, and construction support. Clark County will also be performing a portion of the inspection and construction support services. The fees for the work performed by the County were assumed to be ten-percent of the construction cost and are shown on the previous page. The fees for Consultant services for this contract are shown in the table below:

	<b>DKS Associates Contract</b>
Preliminary Engineering	\$49,740
Right-of-Way	\$0
Construction	\$5,510
<b>TOTAL</b>	<b>\$55,250</b>

Staff recommends that this item be placed on the Consent Agenda for February 18, 2020.



CITY OF CAMAS  
PROFESSIONAL SERVICES AGREEMENT

616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

Project No. G1016

On-Call Communications Services

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **PBS Engineering and Environmental, Inc.**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the On-Call Communications Services.
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **August 31, 2020**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "A"** attached hereto, provided that the total amount of payment to Consultant shall not exceed **\$50,000** for the overall scope identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as **Exhibit "B"**.
  - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

- e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.
- 5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
- 6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
- 7. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or in connection with Consultant's negligence in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- 8. Consultant's Liability Insurance.
  - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agent, representatives, employees or subconsultants.

Consultant shall obtain insurance of types and amounts described below:
  - b. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
  - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and amounts described below:
    - 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance in the amount of no less than \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operation aggregate limit shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent consultants, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.
  3. Professional Liability insurance appropriate to the consultant's profession in the amount of no less than \$1,000,000.00 per claim and \$1,000,000.00 policy aggregate limit.
  4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
  5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
  - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
  - f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
  - g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
  - h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
  - i. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
  - Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
  - Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)
  - Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)
  - Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)
  - Civil Rights Restoration Act of 1987  
(Public Law 100-259)
  - Americans with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)
  - 49 CFR Part 21
  - 23 CFR Part 200
  - 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 "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—  
Primary and Lower Tier Covered Transactions.

- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
  2. Have not within a three-year period preceding this contract, 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 or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  3. 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 section; and
  4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
- c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the BOARD.
- d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the BOARD for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.

- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:  
Steve Wall  
City of Camas  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607  
PH: 360.817.7899  
EMAIL: [swall@cityofcamas.us](mailto:swall@cityofcamas.us)
- Notices to Consultant shall be sent to the following address:  
Greg Jellison  
PBS Engineering and Environmental, Inc.  
415 W. 6<sup>th</sup> Street, Suite 601  
Vancouver, Washington, 98660  
PH: 360.567.2115  
EMAIL: [Greg.Jellison@pbsusa.com](mailto:Greg.Jellison@pbsusa.com)
21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States

Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
- 26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF CAMAS:

CONSULTANT:

*Authorized Representative*

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

**EXHIBIT "A"**  
**SCOPE and COST OF SERVICES**

**PBS Engineering & Environmental / City of Camas  
Communications Scope of Work (On Call)**

**Exhibit "A"**

PBS Engineering and Environmental, Inc. will perform On-Call Communications Services for the City of Camas with typical services shown in the typical task list below. Other professional services may be requested and provided as needed by the City of Camas. The overall contract budget is **\$50,000** and services will be provided at the contracted billing rates shown in Exhibit "B".

**Contract/Project Management**

- Prepare and send monthly invoices and summary reports for services provided.

**Content Creation & Communication**

- Manage social media accounts
  - City of Camas Facebook
  - City of Camas Twitter
  - Camas Projects Twitter
  - Nextdoor (Monitor only; no posting)
- Design graphics and flyers.
- Post to CamasConnect app.
- Generate content for City website
- Write talking points for mayor, staff, and project leaders.
- Create press releases and distribute to local media outlets.
- Design advertisements and arrange for print in local media.
- Write presentations and scripts for community events.

**Community Outreach**

- Work with City staff and project leaders on messaging, public outreach strategies, and materials for web, app, social media, print media, presentation, and events.
- Relay community feedback and engagement trends to mayor, staff, and project leaders to guide project decisions and inform next steps.
- Provide in-person support at public events including open houses, forums, workshops, and info booths. (Frequent evening availability required.)

**Teamwork**

- Maintain relationships with community, staff, colleagues, contractors, consultants, media, and local communications managers.
- Participate in weekly managers meetings, Monday 1-3 p.m.
- Attend meetings on site or by phone as needed.
- Attend council workshops and meetings on request.
- Train support staff as needed.
- Assist in the transition of the new communications manager.

**EXHIBIT "B"**  
**CONSULTANT BILLING RATES**

**Salary Rate Schedule**  
**PBS Engineering and Environmental, Inc.**

Data as of date: 2/7/2020

Exhibit "B"

\*Survey Crew and UAS Operator Rates Include Equipment Cost

Classification*	Max salary	overhead	profit	Max billing	Actual
	2020	174.57%	10.00%	rate	billing rate
Principal Engineer	\$ 106.63	\$ 186.14	\$ 29.28	\$ 322.05	220
Engineer VIII	\$ 100.10	\$ 174.74	\$ 27.48	\$ 302.33	185
Engineer VII	\$ 69.71	\$ 121.69	\$ 19.14	\$ 210.54	175
Engineer VI	\$ 68.65	\$ 119.84	\$ 18.85	\$ 207.34	160
Engineer V	\$ 63.70	\$ 111.20	\$ 17.49	\$ 192.39	150
Engineer IV	\$ 56.19	\$ 98.09	\$ 15.43	\$ 169.71	140
Engineer III	\$ 46.63	\$ 81.40	\$ 12.80	\$ 140.84	130
Engineer II	\$ 38.76	\$ 67.66	\$ 10.64	\$ 117.07	115
Engineer I	\$ 35.33	\$ 61.68	\$ 9.70	\$ 106.71	105
Landscape Arch/Planner VI	\$ 65.00	\$ 113.47	\$ 17.85	\$ 196.32	155
Landscape Arch/Planner V	\$ 60.00	\$ 104.74	\$ 16.47	\$ 181.22	140
Landscape Arch/Planner IV	\$ 46.30	\$ 80.83	\$ 12.71	\$ 139.84	120
Landscape Arch/Planner III	\$ 38.75	\$ 67.65	\$ 10.64	\$ 117.04	105
Landscape Arch/Planner II	\$ 35.25	\$ 61.54	\$ 9.68	\$ 106.46	95
Landscape Arch/Planner I	\$ 32.00	\$ 55.86	\$ 8.79	\$ 96.65	85
Engineering Technician	\$ 31.00	\$ 54.12	\$ 8.51	\$ 93.63	90
Design Technician IV	\$ 39.80	\$ 69.48	\$ 10.93	\$ 120.21	120
Design Technician III	\$ 36.50	\$ 63.72	\$ 10.02	\$ 110.24	110
Engineering Geologist I	\$ 43.27	\$ 75.54	\$ 11.88	\$ 130.69	114
Construction Inspector IV	\$ 50.00	\$ 87.29	\$ 13.73	\$ 151.01	130
Construction Inspector III	\$ 47.00	\$ 82.05	\$ 12.90	\$ 141.95	115
Construction Inspector II	\$ 45.00	\$ 78.56	\$ 12.36	\$ 135.91	100
Construction Inspector I	\$ 38.00	\$ 66.34	\$ 10.43	\$ 114.77	90
Survey VI (PLS Principal)	\$ 66.67	\$ 116.39	\$ 18.31	\$ 201.36	170
Survey V (PLS Manager)	\$ 52.00	\$ 90.78	\$ 14.28	\$ 157.05	150
Survey II (Technician)	\$ 31.00	\$ 54.12	\$ 8.51	\$ 93.63	93
Survey I (Assistant)	\$ 26.97	\$ 47.08	\$ 7.41	\$ 81.46	80
Survey 2-Person Crew	\$ 59.55	\$ 103.96	\$ 16.35	\$ 179.86	185*
Survey 1-Person Crew	\$ 31.00	\$ 54.12	\$ 8.51	\$ 93.63	135*
Unmanned Aircraft Sys. Op.	\$ 34.38	\$ 60.02	\$ 9.44	\$ 103.84	135*
Principal Geologist	\$ 72.12	\$ 125.90	\$ 19.80	\$ 217.82	200
Sr. Geologist III	\$ 55.29	\$ 96.52	\$ 15.18	\$ 166.99	165
Sr. Geologist II	\$ 44.48	\$ 77.65	\$ 12.21	\$ 134.34	130
Sr. Hydrogeologist II	\$ 70.00	\$ 122.20	\$ 19.22	\$ 211.42	145
Sr. Geologist I	\$ 41.39	\$ 72.25	\$ 11.36	\$ 125.01	125
Project Geologist II	\$ 39.76	\$ 69.41	\$ 10.92	\$ 120.09	110
Project Scientist/Planner I	\$ 32.46	\$ 56.67	\$ 8.91	\$ 98.04	98
Project Geologist I	\$ 32.46	\$ 56.67	\$ 8.91	\$ 98.04	98
Staff Geologist II	\$ 29.50	\$ 51.50	\$ 8.10	\$ 89.10	89
Staff Scientist/Planner II	\$ 29.50	\$ 51.50	\$ 8.10	\$ 89.10	89
Staff Geologist I	\$ 28.35	\$ 49.49	\$ 7.78	\$ 85.62	85
Field Technician	\$ 25.00	\$ 43.64	\$ 6.86	\$ 75.51	70
Principal Scientist/Planner	\$ 73.75	\$ 128.75	\$ 20.25	\$ 222.74	195
Senior Scientist/Planner	\$ 50.66	\$ 88.44	\$ 13.91	\$ 153.01	145
Sr Environ/Regulatory Spec.	\$ 47.70	\$ 83.27	\$ 13.10	\$ 144.07	140
Proj Envir/Regulatory Spec	\$ 42.50	\$ 74.19	\$ 11.67	\$ 128.36	120
Proj Environ Compl Monitor	\$ 38.50	\$ 67.21	\$ 10.57	\$ 116.28	115
Field Scientist/Planner	\$ 25.00	\$ 43.64	\$ 6.86	\$ 75.51	75
Sr. Public Involvement Manager V	\$ 55.00	\$ 96.01	\$ 15.10	\$ 166.11	145
Public Involvement IV	\$ 40.39	\$ 70.51	\$ 11.09	\$ 121.99	120
Public Involvement III	\$ 35.69	\$ 62.30	\$ 9.80	\$ 107.79	105
Public Involvement II	\$ 29.50	\$ 51.50	\$ 8.10	\$ 89.10	89
Public Involvement I	\$ 25.50	\$ 44.52	\$ 7.00	\$ 77.02	75
IT / Database Management	\$ 45.00	\$ 78.56	\$ 12.36	\$ 135.91	110
CAD Manager	\$ 40.96	\$ 71.50	\$ 11.25	\$ 123.71	122
Project Administrator II	\$ 38.46	\$ 67.14	\$ 10.56	\$ 116.16	95
CAD / Micro Station Tech I	\$ 27.50	\$ 48.01	\$ 7.55	\$ 83.06	82
Graphic Artist	\$ 33.05	\$ 57.70	\$ 9.07	\$ 99.82	99
Writer / Editor	\$ 34.62	\$ 60.44	\$ 9.51	\$ 104.56	90
Project Administrator I	\$ 28.00	\$ 48.88	\$ 7.69	\$ 84.57	84
Administration	\$ 24.75	\$ 43.21	\$ 6.80	\$ 74.75	70

**EXHIBIT "C"**  
**TITLE VI ASSURANCES**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree 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. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
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 of the grounds of race, color, sex, or national origin.
4. **Information and Report:** 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 AGENCY, 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, STATE or 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 the AGREEMENT until the CONSULTANT complies, and/or;

- Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, 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 AGENCY, STATE, 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 and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.



## Staff Report

February 18<sup>th</sup>, 2020 Regular Council Meeting

### Amendments to Inter-local Agreement with City of Washougal for Animal Control Services

Staff Contact	Phone	Email
Mitch Lackey, Chief of Police	360.817.1502	<a href="mailto:mlackey@cityofcamas.us">mlackey@cityofcamas.us</a>

**INTRODUCTION/PURPOSE/SUMMARY:** The City of Camas contracts with the City of Washougal for Animal Control services, which includes expenses for the operation of the dog kennel located in the Port of Camas/Washougal Industrial Park. While the City owns the building, they lease the property where the building sits from the Port. The City of Washougal also has a contract with the West Columbia Gorge Humane Society to help operate the dog kennel and facilitate and care for dogs impounded from the City of Camas. The West Columbia Gorge Humane Society also functions to help adopt out unclaimed dogs to new homes.

Several recent events have led the City of Washougal to conclude that they need to change some of these contractual arrangements and modify the Inter-local Agreement with the City of Camas.

First, the City of Washougal hopes to surplus and then sell their dog kennel facility, which is located on leased property in the Port of Camas/Washougal, in the near future. Their intent is to try to sell it to the West Columbia Gorge Humane Society so that the City of Washougal is no longer responsible to operate a dog kennel. This move would eliminate the need for the City to be responsible for any maintenance and repair issues at the kennel facility. It would also eliminate in all cases, except for emergencies and after hours, any involvement in decision making for the medical care of sick or injured animals.

In 2019, the Humane Society for Southwest Washington entered into an agreement with the West Columbia Gorge Humane Society. That agreement calls for the WCGHS to operate as a sub-contractor to the HSSW and directs that they will continue to operate the dog kennel facility to receive and care for impounded dogs.

The City of Washougal desires to enter into a new agreement with the Humane Society of Southwest Washington (HSSW) to be the primary contractor for animal sheltering services. It is expected that HSSW will provide general oversight for the program and financial and administrative services. As the primary contractor, the HSSW would perform that function using the services of the WCGHS as the kennel sub-contractor. Key to understanding this relationship, the City of Washougal would only be contracting with the HSSW going forward. There would no longer be any contractual relationship between the City of Washougal and the WCGHS. In order to establish this new contractual relationship with the HSSW, the City of Washougal needs the old inter-local agreement with Camas modified to grant them permission to enter into said contracts.

While the agreement with HSSW calls for most dogs impounded to be cared for in the kennel on the Port property, there is also an understanding that the HSSW facility on NE 192<sup>nd</sup> Avenue can be used as an over-flow facility or back-up.

This new arrangement will see costs go up for the services that are provided under the agreement with the HSSW.

The Washougal City Council has already reviewed and approved these changes and authorized the City Manager to sign the agreement.

The February 3<sup>rd</sup>, 2020, Staff Report had some of the details about the proposed changes incorrect – as an example, that the Washougal Kennel was being declared surplus and closed. In fact, it will be sold but not closed. Also, it did not adequately explain the new sub-contractor relationship between the two humane societies. Information in this staff report more accurately explains those issues.

**BUDGET IMPACT:** These changes will have a budget impact. The fees and expenses that are associated to shelter services increase under HSSW agreement. They move away from the old “per dog” fee of \$120.00 to a flat rate for each year. Additionally, the new arrangements allow the HSSW the ability to charge the municipality for a stray dog that is dropped off at their facility by a citizen, who indicates that it was picked up within the city limits.

It is anticipated that each year the total fee charged for operating sheltering services will escalate. It will be \$31,500.00 in 2020, \$34,000.00 in 2021 and \$38,000.00 in 2022. The HSSW has a target goal of around \$52,500.00 (today’s dollars) that they hope to get to in a series of incremental steps. Of course, this total fee is split between the two cities, per the Inter-local Agreement.

**RECOMMENDATION/RECOMMENDED ACTION/ACTION REQUESTED:** Staff recommends the Council authorize the Mayor to sign the modified Inter-local Agreement for Animal Control with the City of Washougal.

# **INTERLOCAL AGREEMENT FOR ANIMAL CONTROL BETWEEN THE CITY OF WASHOUGAL AND THE CITY OF CAMAS**

**WHEREAS**, on January 1, 1983, the City of Camas, a municipal corporation, and the City of Washougal, a municipal corporation, entered into an agreement for a joint Animal Control program, pursuant to RCW 39.34, the Interlocal Cooperation Act, and

**WHEREAS**, amendments have been approved in 1994, 1996, 2000 and 2013, to this Interlocal Cooperation agreement, and

**WHEREAS**, Camas and Washougal determined that it continues to be to the advantage of both cities to continue the joint animal control program, and

**WHEREAS**, the parties agree that the current Interlocal agreement needs to be updated for the continued efficient operation of the joint animal control operation.

## **NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. Effective upon execution of this amendment , Camas and Washougal shall continue the joint animal control program under the authority of the Interlocal Cooperation Act, RCW 30.34, and the terms of the agreement.
2. Camas agrees that Washougal has the authority to enter into contracts in order to run the program as efficiently and effectively as possible - while staying in line with item 9 below. This includes, but is not limited to, contracts to operate the kennel and purchase shelter services. It is acknowledged that Washougal may surplus the animal shelter and contract for the provision of animal shelter services.
3. This agreement supersedes and replaces all previous agreements between the parties on animal control and housing in its entirety.

- i. The program costs shall be shared by the City of Camas at 50% and the City of Washougal at 50%.
  - ii. Revenues received on behalf of the City of Camas will be reflected on the semi annual invoice and will reduce the amount owed by Camas. These revenues will be broken out by type to allow for proper revenue recognition.
4. All capital equipment, hereinafter defined as equipment of a value in excess of \$5,000 purchased after the date of this agreement, shall be jointly owned by the City of Camas and the City of Washougal. In the event this agreement is terminated for any reason, then within thirty (30) days of the date of termination, the City of Camas and City of Washougal shall determine the respective distribution of said property, whether by retaining said property and/or purchase at book value.
5. The animal control officers shall be City of Washougal employees. No employee/employer relationship shall exist with the city of Camas and the animal control officers, except to provide a limited commission to enforce provisions contained in the animal control sections of the Camas Municipal Code. The animal control officers shall be entitled to such employee benefits, including, but not limited to, retirement, vacations, sick leave, and medical insurance, as are provided for under the ordinances of the City of Washougal. The City of Washougal shall have the sole responsibility for providing such benefits, and the City of Camas shall have no obligation to provide animal control officers with the additional benefits provided for under the ordinances of the City of Camas. The City of Washougal shall further have the duty to pay FICA, Medicare, industrial insurance, unemployment and all other employee taxes for the animal control officers, and the City of Camas shall have no obligation therefore, except as provided under Section 9, Financial Contribution.
6. Authority is provided to staff the joint program with two (2) full time employees.

7. Each officer will be authorized to work forty (40) hours per week, at times and days determined by the employer.
8. Prosecution of animal control violations and issuances of animal licenses shall be the separate responsibility of each city.
9. BUDGET – Written requests and verbal explanations shall be consistent with the policies, procedures and timetables applicable to each city. The budget shall clearly set forth costs to be divided between each municipality.

10. ANIMAL SHELTER SERVICES

Washougal will:

- i. Ensure the operation of the animal shelter at 2695 Index Street, Washougal, WA and will ensure that the shelter operator will receive dogs brought there pursuant to Camas City Code (Title 6 Animals) by the animal control officers & strays brought by citizens.
- ii. Provide access to the public in order to redeem animals held in the shelter during all hours that the Washougal City Hall is open to the public.
- iii. Ensure that the shelter operator will supply, feed, house, and care for all animals received at the facility in accordance with those conditions set forth in Camas City Code (Title 6 Animal). Animal shelters shall meet the following conditions:

General conditions:

- iv. Animal housing facilities shall be provided for the animals, shall be structurally sound, shall be maintained in good repair, and shall be designed so as to protect the animals from injury and to restrict the entrance of other animals.
- v. Each animal shall be provided with adequate floor space to allow such animal to turn about freely and to easily stand, sit and lie in

a comfortable, normal position.

- vi. Any electrical power shall be supplied in conformance with applicable electrical codes adequate to supply heating and lighting as may be required.
- vii. Water shall be supplied at sufficient pressure and quantity to clean indoor housing facilities and enclosures of debris and excreta.
- viii. Suitable food and bedding shall be provided and stored in facilities adequate to provide protection against infestation or contamination by insects or rodents. Refrigeration shall be provided for the protection of perishable foods.
- ix. Provision shall be made for the removal and disposal of animal and food wastes, bedding, dead animals and debris. Disposal facilities shall be provided and operated as to minimize vermin infestation, odors and disease hazards.
- x. Washroom facilities, including sinks and toilets, with hot and cold water, shall be conveniently available to maintain cleanliness among animal caretakers and for the purpose of washing utensils and equipment.
- xi. Sick, diseased or injured animals shall be separated from those appearing healthy and normal and shall be kept in isolation quarters with adequate ventilation to keep from contaminating well animals.
- xii. An employee, or keeper, shall make provisions to feed, water and do the necessary cleaning of animals daily.
- xiii. No person shall misrepresent an animal to a consumer in any way.
- xiv. No person shall knowingly release a sick or injured animal without disclosing the sickness or injury to the recipient.
- xv. Animals, caged, closely confined or restrained shall be permitted daily exercise in a yard or area suitable for that purpose, for an

appropriate length of time, as determined by their size, age and species.

Indoor facilities shall:

- a. Be sufficiently heated or cooled when necessary to protect the animals from temperatures to which they are not accustomed, taking into consideration their age, size and species.
- b. Be adequately ventilated to provide for the health of the animals and to remove foul odors there from. The ventilation system to be utilized shall be designed so that the volume of air within any enclosed indoor facility or part hereof shall be replaced by fresh air three or more times per hour. If ventilation equipment is used, it shall be constructed in conformance with current standards of good engineering practice with respect to noise and minimization of drafts.
- c. Have ample light, either natural or artificial, or both, of good quality and well distributed to provide for such illumination as necessary to inspect and clean during the entire working period. Such facilities shall be placed as to protect animals from excessive illumination. Sufficient lighting shall additionally be supplied in the area of sinks and toilets to provide for the hygiene of animal caretakers.
- d. Have interior wall, ceiling and floor surfaces constructed of materials which are resistant to the absorption of moisture and odors, or such surfaces shall be treated with a sealant or with paint. Floor surfaces shall not be made of unsealed wood. Interior walls shall be constructed so that the interface with floor surfaces is sealed from the flow or accumulation of moisture or debris.
- e. Contain a suitable method of drainage to facilitate the rapid elimination of excess water under any weather or temperature condition from the indoor housing facilities. Such system shall be connected to a sanitary sewer or septic tank system which conforms to standards of county building codes.

- f. Be maintained in a clean and sanitary condition, with the use of a safe and effective disinfectant in cleaning.

Outdoor facility conditions shall:

- a. Be constructed to provide shelter from excessive sunlight, rain, snow, wind, heat, cold or other elements.
  - b. Be constructed to provide sufficient space for the proper exercise and movement of each animal contained therein.
  - c. Contain a suitable supply of drainage and be constructed to prevent an accumulation of water, mud, debris, excreta or other material, capable of being kept clean and sanitary, and shall be kept so.
  - d. Be enclosed by walls or fences sufficient to keep animals within and to prevent entrance of other animals.
11. In accordance with law and the following process and procedures Washougal will with its own employees or by contract:
- a. Be responsible for the return of impounded animals to the proper owner and custodian thereof pursuant to the provisions of Camas City Code (Chapter 6 Animals)
  - b. Euthanize or place for adoption animals not claimed or redeemed within the time set forth within the Camas City Code. Washougal agrees to provide for euthanization of said animals, utilizing trained personnel, by use of a humane means that is acceptable to Camas, not to include the use of a decompression chamber. No live animals shall be used, sold or donated for experimental purposes.
  - c. Before releasing an animal subject to licensing, under Camas City Code 6.08, Washougal shall determine whether the animal has a valid license and whether the impounding authority has identified any outstanding civil penalties, resulting from the issuance of Notices of Violations, against the owner or custodian concerning the animal, which shall be due and shall be paid before the animal is released. Upon payment of

said licenses and fees, Washougal shall supply a pre-numbered receipt to the person to whom the animal is released up on a form provided by the applicable City designated Animal Control Agent showing payment of the current Camas license fees (if the animal had been unlicensed) and civil penalties and showing payment of any Camas redemptions fees as set by Camas City Code (Title 6 Animals). A copy of each such receipt and license fee shall be transmitted to the Camas Finance Department. Nothing in this section shall preclude a resident from using the appeals procedure provided in Camas City Code Title 6, if applicable.

- d. Appoint an administrator who shall have full operational control and be responsible for the day-to-day operation and management of the facility. Personnel required to carry out this agreement shall be directly hired and retained by Washougal or shall be provided by contract. Volunteers may be used in addition to paid or otherwise compensated staff or employees of a contractor.
- e. Comply with all applicable requirements set forth in Camas City Code.
- f. Develop and keep current procedure and training manuals to demonstrate procedures for daily shelter operations, animal adoptions and public education programs. An up-to-date copy of each such manual shall be submitted for review to Camas. Thereafter an informational copy of any substantive changes to a manual shall be forwarded to the Camas Police Department not less than ten (10) working days prior to implementation of the changes.
- g. Operate in accordance with any zoning and health standards set by state or local law. Comply with all federal, state, and local laws governing equal employment opportunity, wage and hour requirements, workers' compensation, workers' safety and all other legal requirements governing employee relations and working conditions.
- h. Act as an agent in the sale of animal licenses for Camas and remit the license fees to Camas quarterly.

- i. Upon release of any animal, whether by redemption or adoption, Washougal shall collect and safeguard fees as established by Camas City Code and their policies. Collection of fees shall be duly noted on the Animal Custody report and Camas approved receipt forms.
- j. Not enter into any other agreements that would infringe upon its ability to fulfill contractual requirements without prior consent of Camas.
- k. Not assign this Agreement or the subject matter thereof without first securing consent from Camas.
- l. Agrees to cooperate with the Southwest Washington Health District on actions pertaining to animals and quarantine; to assist the Camas City Clerk, and the Camas City Attorney in obtaining and presenting evidence in the civil or criminal prosecution of all violations of any ordinance pertaining to animal control, including licensing and registration.
- m. Provide services associated with animal sheltering. The services include, but are not limited to:
  - i. Record Keeping
  - ii. Animal Receiving- history
  - iii. Identification requirement/In shelter tracking
  - iv. Lost & Found
  - v. Health Care & Adoption
  - vi. Vaccination/health check
  - vii. Adoption
  - viii. Spay & Neuter Referral
  - ix. Agrees to utilize a complaint tracking system to provide for the substance and resolution of citizen complaints.

12. INDEMNIFICATION/INSURANCE REQUIREMENTS

- a. Washougal shall maintain liability insurance at standard levels provide by the Washington Cities Insurance Agency (WCIA) or equivalent. Should Washougal withdraw from membership in WCIA they shall

provide Camas with a one-year notice.

- b. Washougal does release, indemnify and promise to defend and save harmless Camas, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action and claims, including costs and reasonable attorney's fees incurred by Camas, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, Washougal specifically agrees to indemnify and hold harmless Camas from any and all bodily injury claims brought by employees of Washougal , and expressly waives its immunity under the Industrial Insurance act as to those claims which are brought against Camas. Provided, however, this paragraph does not purport to indemnify Camas against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of Camas, its elected officials, officers, employees and agents.

13. ACCOUNTABILITY

- a. By the 10<sup>th</sup> of each month following services, Washougal shall submit to Camas through the Animal Control Department, reports reflecting the number of animals handled for Camas, their source, their disposition and a brief narrative highlighting the months activities. Camas shall provide the format for these report or the forms themselves.
- b. Washougal shall submit to both regular and random performance and financial audits by Camas regarding this Agreement. Reports of such audits will be a public record and may have a bearing upon contract continuation and/or extension. Camas shall retain the right to inspect all records and to investigate any matter involving the care of animals or any matter involving the animal shelter agreement.
- c. Washougal shall make available for Camas inspection at any

reasonable time all records relating to the services, inspection, care provided, reports, etc and/or Camas business. All such reports shall remain the property of Camas. Those records, which are public documents, shall be made available to members of the public upon request to Camas in accordance with the Public Disclosure Act, RCW Chapter 42.17.

- d. Washougal shall handle and process documents and revenues from animal impounds, redemption, adoption and licenses issued.
- e. If requested by Camas or their designee, Washougal shall arrange to have the Shelter inspected by a veterinarian licenses to practice in the State of Washington and shall file a report of such inspection, signed and dated by the inspecting veterinarian.
- f. Washougal agrees that Camas officials, employees and agents shall have unrestricted access to the Shelter in order to verify compliance with the terms of this agreement.

14. CONSIDERATION

- a. For the services provided to Camas in this Agreement, Camas agrees to pay according to section 3 above.

15. GENERAL

- a. The parties intend that an independent contractor relationship between Washougal and Camas will be created by this Agreement. No agent, employee, or representative of Washougal shall be deemed to be an employee, agent, or representative of Camas for any purpose, and the employees of Washougal are not entitled to any of the benefits Camas provides for Camas employees. Washougal will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.
- b. Washougal is not an employee of Camas and is not eligible for any

employee benefits. Washougal is responsible for all taxes applicable to this Agreement.

- c. Washougal is not an agent of Camas and does not have authority to bind Camas to any fiscal or contractual obligation.
- d. The City Manager of the City of Washougal shall be the administrator of this interlocal agreement.

16. FINANCIAL CONTRIBUTION

- a. The City of Camas shall remit according to section 3 above, on a semi-annual basis. The City of Washougal shall invoice the Finance Department of the City of Camas with the details of expenditures for the proceeding six-month period. The invoice for the second six (6) month period shall be provided no later than January 1- to allow the City of Camas to include the expenditure in the budget for the current year. No expenditures exceeding the agreement upon yearly budget shall be authorized, except as may occur in an emergency, provided that such emergency funding is first authorized by each Council.

17. SEVERABILITY

- a. If any section or part of this agreement is held by a court to be invalid, such action shall no affect the validity of any other part of the agreement.

18. WITHDRAWAL OF PARTICIPATION

- a. Either City may terminate participation in the joint animal program by giving six (6) months notice prior to separation.

19. AMENDMENTS

- a. This agreement may be amended from time to time after approval of the City Council of both cities.

20. NOTICES:

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed, postage paid, as follows:

City of Washougal  
1701 "C" Street  
Washougal, WA 98671

City of Camas  
PO Box 1055  
Camas, WA 98607

DATED this 7<sup>th</sup> day of February, 2020.

**CITY OF WASHOUGAL, a Municipal Corporation**

BY: \_\_\_\_\_

City Manager

**ATTEST:**

\_\_\_\_\_  
City Finance Director

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**CITY OF CAMAS, a Municipal Corporation**

BY: \_\_\_\_\_

Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

RESOLUTION NO. 20-001

A RESOLUTION establishing a two hour time limit for two parking spaces on North East 3<sup>rd</sup> Avenue between North East Adams Street and North East Birch Street.

WHEREAS, CMC10.08.010, allows the City Council from time to time to impose parking time limits for designated streets and locations within the city; and

WHEREAS, the parking time limit for the two spaces adjacent to 217 North East 3<sup>rd</sup> Avenue is currently thirty minutes, and

WHEREAS, the Council desires to change the parking time limit for the two spaces adjacent to 217 North East 3<sup>rd</sup> Avenue from thirty minutes to two hours, and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

Section I

The parking time limit for the two spaces adjacent to 217 North East 3<sup>rd</sup> Avenue is changed from thirty minutes to two hours.

Section II

The City Engineer is directed to erect signs giving notice of the new time limits.

Section III

This Resolution shall be effective upon the erection of new signs by the City Engineer.

ADOPTED by the Council at a regular meeting this \_\_\_\_\_ day of February 2020.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney



## Parking Time Limit Change Request at 217 NE 3<sup>rd</sup> Avenue

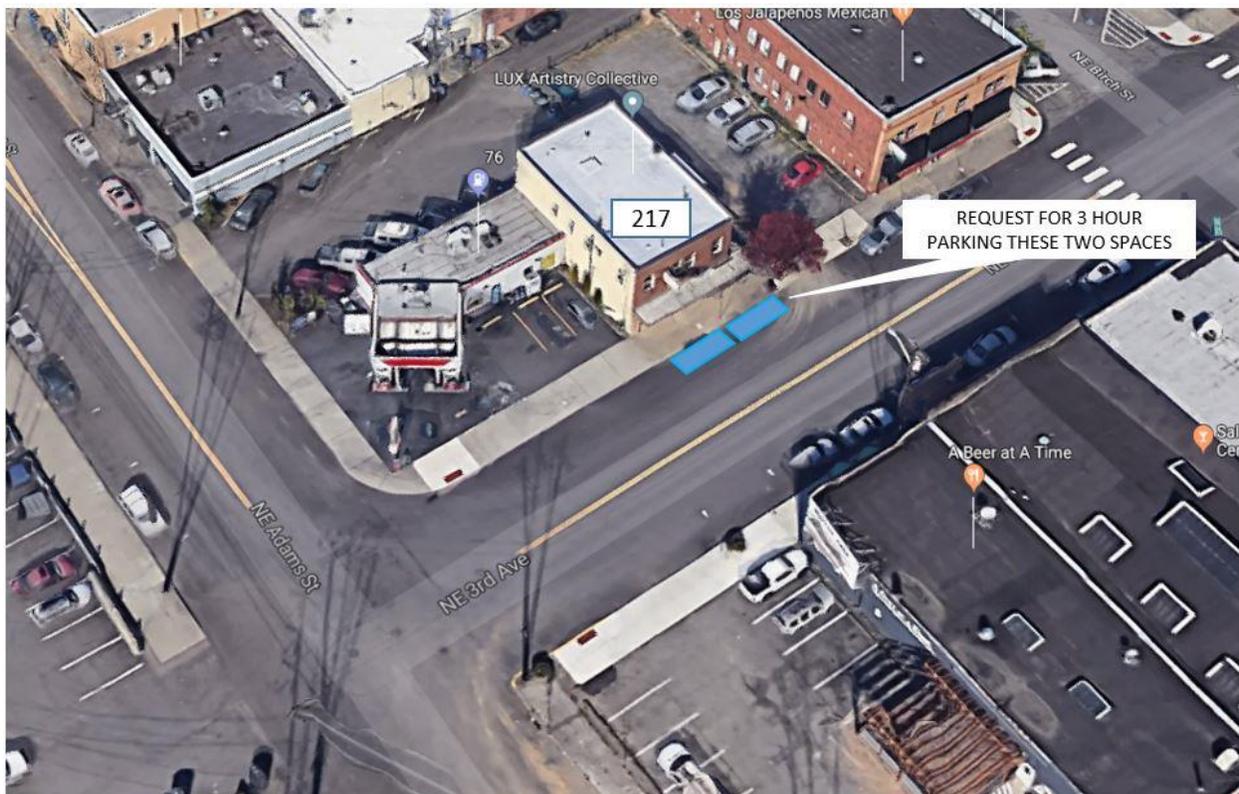
February 3, 2020 Council Workshop

Staff Contact	Phone	Email
James Carothers, Engineering Manager	360.817.7230	<a href="mailto:jcarothers@cityofcamas.us">jcarothers@cityofcamas.us</a>

**PURPOSE:** Shawna from Lux Artistry submitted the following: "Please extend parking time and sign to 3 hours for the 2 spaces in front of this business to accommodate our patrons' service times."

Currently, these two spaces have a 30-minute parking limit. This request went to the Parking Advisory Committee on January 14, 2020.

**RECOMMENDATION:** The Parking Advisory Committee recommends to Council that these spaces have a 2-hour time limit. Staff is seeking consensus from Council to have the City Attorney prepare a resolution for this recommended time limit change to 2 hours.



**Blue spaces requested to be changed to 3-hour parking in front of 217 NE 3rd Avenue.  
The Parking Advisory Committee Recommends a 2-hour time limit.**