



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

Project No. P1030

South Lacamas Creek Trailhead Improvements

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Greenworks, PC** 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 **South Lacamas Creek Trailhead Improvements**.
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 **12-31-2022**, 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.
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. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, 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, including the duty and cost to defend, 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 agents, representatives, or employees.
 - b. No Limitation. Consultant's maintenance of insurance as required by the 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 coverage 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. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent

contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 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 to 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 Agreement 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 Agreement 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 Agreement 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.
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:
 6. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 7. 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;
 8. 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
 9. 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:
James Hodges
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: 360-817-7234
FX: 360-834-1535
EMAIL: Jhodges@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Andrew Holder
Greenworks PC
110 SE Main Street, Suite 100
Portland, OR 97214
PH: 503-222-5612
EMAIL: Andrewh@greenworkspc.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.

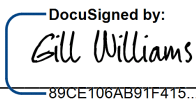
- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. Remedies Cumulative. 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 _____, 2020.

CITY OF CAMAS:

CONSULTANT:
Authorized Representative

By _____

By  _____
89CE106AB91F415...

Print Name _____

Gill williams
Print Name _____

Title _____

Title **6/19/2021**

EXHIBIT "A"
SCOPE OF SERVICES



6-8-2021

Jim Hodges
City of Camas
616 NE 4th Avenue
Camas, WA 98607

Re: South Lacamas Creek Trailhead Improvements – Camas, WA
Landscape Architectural Services Proposal – No. 210015

Dear Jim,

Thank you for the opportunity to provide you with this proposal for professional services. Our proposal is based on the park master plan and construction documents we developed as part of the Lacamas Creek Pump Station project (Exhibit A) and our experience with similar projects in the Portland/Vancouver metro area. GreenWorks will lead the design team, which will include Wallis Engineering and R&W Engineering.

Please refer to the attached Exhibit A, the approved master plan with notations showing the division between the proposed trailhead improvements and the completed pump station project.

We make the following proposal for your consideration and acceptance:

PROPOSED SCOPE OF SERVICES

TASK 1 MEETINGS AND PROJECT MANAGEMENT

1.1 Pre-Application Meeting

Meet with city planners to confirm permitting requirements and current permitting status of the project.

1.2 Design Progress Meetings

(3) total team meetings with the City of Camas to review feedback/comments from the City: one after the 60% submittal, one after the 90% submittal, and one after the Site Plan Review submittal. (Virtual meetings, approximately 1 hour each)

1.3 Project Management

On-going coordination with the City and subconsultants, generate and update the project schedule, review subconsultants' deliverables, and compile and deliver submittals. Includes a check set by all disciplines for review and comment by GreenWorks prior to the submittal.

1.4 Project Invoicing

Prepare monthly project invoices.

Task 1 Deliverables: meeting notes for (3) design progress meetings, project schedule with updates as needed, and monthly invoices.

South Lacamas Creek Trailhead Improvements

City of Camas
Camas, WA

TASK 2 ADDITIVE ALTERNATE #1: DESIGN DEVELOPMENT

This optional task includes evaluation of potential site layout alternatives. The base fee assumes no significant layout changes from the approved master plan (Exhibit A). The base fee includes assistance with selection of the pre-engineered restroom product and associated options and finishes. The base fee also includes specification of City standard kiosk and park signage, rather than custom signage design.

2.1 Alternative Design Concepts

Based on the existing master plan (Exhibit A), explore potential design alternatives and how each would affect the rest of the proposed park improvements. Up to (2) alternatives will be provided for each of the following:

- (1) Restroom orientation and floorplan (selection of restroom finishes and fixtures is included in Task 3.11)
- (2) Park sign and kiosk design
- (3) Parking locations

2.2 Design Progress Meeting

(1) team meeting with the City of Camas to review the Alternative Design Concepts and select preferred options.

Task 2 Deliverables: Plans, concept sketches, and precedent examples to illustrate the alternative design concepts; meeting notes.

TASK 3 60% CONSTRUCTION DOCUMENTS

Based on feedback received from the Alternative Design Concepts (if that task is authorized), we will:

3.1 Existing Conditions Plan

Provide a plan indicating existing site features with labels, based on the existing topographic survey and the pump station record drawings.

3.2 Erosion Control and Tree Protection Plan and Details

Provide a plan indicating erosion control measures required for construction and required tree protection measures. Standard details and notes for erosion control and tree protection will also be included.

3.3 Demolition and Tree Removal Plan

Provide a diagrammatic plan indicating existing site features and vegetation to be removed, as necessary, to accommodate construction impacts and design intent.

3.4 Grading Plan

Provide a graphical plan indicating grades, finish surface elevations, and contouring correlating to the survey's vertical datum reference.

3.5 Site Utility and Drainage Plan

Provide a plan showing the water supply, sanitary sewer, and storm drainage to serve the proposed park improvements, and their connections to existing stubs constructed with the pump station project.

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3.6 Site Electrical and Lighting Plan

Provide a diagrammatic plan showing the electrical connection to the restroom building and outdoor receptacles from the existing transformer on site. It will also show building-mounted security lighting and the power supply and data connection for building-mounted security cameras and automated locks. The City will provide their preferred product information for the cameras, and the light fixture selection will be done in coordination with the City.

3.7 Materials Plan

Provide a plan indicating proposed site features and materials selected for the design including paving, walls, signage, and site furnishings.

3.8 Layout Plan

Provide a layout plan utilizing appropriate layout method(s) that positions proposed site elements for the contractor's use.

3.9 Irrigation Plan

Provide a diagrammatic plan layout of landscape irrigation piping, valves, controller, sprinkler heads, drip equipment and other related equipment with manufacturer and models indicated where applicable.

3.10 Planting Plan

Provide a plan indicating graphic location and identification of plant materials to be used including sizes and varieties. This plan will include the required mitigation planting that was determined in the pump station project.

3.11 Pre-Engineered Restroom

In coordination with the City, evaluate options for manufacturers and models of pre-engineered restrooms, and options for fixtures and finishes of the restroom. The final selection of restroom model, fixtures, and finishes will be confirmed with the City. We will coordinate with the restroom manufacturer and provide a specification for the selected restroom.

3.12 Site Details

Provide typical details for installation of proposed site elements.

3.13 Draft Specifications

Provide construction specifications associated for proposed design elements in WSDOT/APWA format. Some sections will be in CSI format, integrated by special provisions into the WSDOT/APWA specifications.

3.14 Opinion of Probable Construction Costs

Provide opinion of probable construction cost sheet that includes material and labor costs associated with the proposed design elements.

Task 3 Deliverables: 60% level drawings, specifications, and cost estimate as described above.

TASK 4 90% CONSTRUCTION DOCUMENTS

Based on feedback received from the 60% Construction Documents and Site Plan Review, we will:

4.1 Plans Details and Calculations

Advance drawings, details, and structural calculations listed under Task 3 to 90% level.

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City of Camas
Camas, WA

4.2 Specifications

Advance specifications to 90% level.

4.3 Opinion of Probable Construction Costs

Advance the Opinion of Probable Construction Cost to 90% level.

Task 4 Deliverables: 90% level drawings, specifications, and cost estimate as described above.

TASK 5 PERMITTING

5.1 Construction Permit Submittals

Based on feedback received from the 90% Construction Documents, we will revise the drawings and prepare and deliver the applications for required construction permits such as floodplain improvements, engineering, fire department, and sign permits.

5.2 Resubmittals

We will provide up to (1) resubmittal for the construction permits, with revisions to address comments received from the initial reviews.

Task 5 Deliverables: Construction Permit applications and drawings and up to (1) resubmittal of revised documents for each.

TASK 6 100% CONSTRUCTION DOCUMENTS

Based on feedback received from the 90% Construction Documents and the construction permitting reviews, we will:

6.1 Plans Details and Calculations

Provide final drawings, details, and structural calculations listed under Task 3.

6.2 Calculations

Provide final structural calculations.

6.3 Specifications

Provide final specifications.

6.4 Opinion of Probable Construction Costs

Provide final Opinion of Probable Construction Cost.

Task 6 Deliverables: bid-ready drawings, specifications, and cost estimate as described above.

TASK 7 BIDDING

7.1 Bid Item List

Work with City to provide an APWA format bid item list, based on the Opinion of Probable Construction Costs.

7.2 Respond to Bidder Questions

Respond to questions from bidders, by RFI responses or drawing revisions.

South Lacamas Creek Trailhead Improvements

City of Camas
Camas, WA

Assumptions

1. This project will advance the design and documentation through construction permit approval, and bidding. However, construction will be addressed at a later date. Construction services are not included in this proposal.
2. This project team is available to provide construction services as requested, under a separate contract to be negotiated at a later date.
3. The City will manage the bidding process, including generating the advertisement to bid and direct communications with bidders.
4. Both Design Review and Site Plan Review have been completed and approved by the City of Camas for the park and trailhead improvements as part of the Lacamas Creek Pump Station project, and no further Design Review or Site Plan Review submittals will be necessary as part of this project.
5. The City of Camas floodplain improvements permit application is included in this proposal. Our understanding is that an Elevation Certificate or other floodplain-related permits or documentation will not be required, and are not included in this proposal.
6. Permitting fees will be paid by the City, and are not included in this proposal.
7. The project duration is anticipated to be approximately 9 to 12 months, starting from the date of the notice to proceed.
8. Front-end "boilerplate" specifications regarding contracting and bidding will be provided by the City.
9. This project will continue the park design started as part of the Lacamas Creek Pump Station project. Any significant additions or changes from the February 2019 Site Plan (Exhibit A) may be outside of the scope for this project, and may trigger additional services.
10. Design of two types of park signage is included in this proposal as an additive alternate, but all graphic content and text will be by others.
11. Site lighting will be limited to security lights mounted on the restroom building. Parking lot lighting is not included.
12. All environmental permitting (including Shoreline Substantial Development Permit, SEPA, and Critical Area Permits) has been performed for the project as part of the Lacamas Creek Pump Station project, and no further environmental services will be necessary.
13. The Lacamas Creek Pump Station record drawings will be available to the design team, and our design will depend on the locations of utility stubs and other features shown on the record drawings. GreenWorks, P.C. will not be responsible for errors or omissions in the record drawings.
14. Restoration and Buffer Mitigation Plan – Lacamas Creek Sewer Pump Station by Ecological Land Services, Inc. in January 2019 specifies habitat enhancement and restoration areas as mitigation for stream buffer disturbance by the pump station and trailhead improvement projects. The planting plan included in this proposal includes native planting and removal of invasives to partially satisfy the restoration and mitigation requirements. However, this proposal does not include recording a conservation easement, a monitoring plan, a maintenance plan, or a contingency plan.

South Lacamas Creek Trailhead Improvements

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Camas, WA

15. A site topographic and boundary survey has been produced for the project site as part of the Lacamas Creek Pump Station project. That survey will be available for this project and no further surveying will be required during the design stage.
16. An arborist report and Tree Plan has been prepared for the project site as part of the Lacamas Creek Pump Station project, and no further arborist services or work related to the Tree Plan will be necessary. GreenWorks, P.C. will not evaluate tree health for potential future hazards with respect to disease diagnosis, soil issues affecting tree health, branch pruning or any related tree health condition. Fee for consulting arborist, if necessary, is not included in this proposal.
17. Archaeological evaluation and permitting have been performed for the project site as part of the Lacamas Creek Pump Station project, and no further archaeological services will be necessary.
18. Geotechnical investigation and evaluation have been performed for the project site as part of the Lacamas Creek Pump Station project, and no further geotechnical services will be necessary.
19. A stormwater report has been prepared for the project site as part of the Lacamas Creek Pump Station project, and no further stormwater analysis is required. Stormwater treatment of runoff from paved parking areas will be provided by bioretention facilities constructed along the edges of the parking lot. Sizing of the bioretention facilities is included in this scope of work.
20. A traffic impact study is not included in this proposal.
21. Landscape planting on structure (such as eco-roofs, roof terraces, or "green walls") is not included in this proposal.
22. Code research will help inform the basis of work, but it is not a guarantee that the reviewing agency or agencies will interpret the development requirements with the same outcome.
23. GreenWorks, PC shall render its services as expeditiously as is consistent with professional skill and care.
24. The Client acknowledges and agrees that proper Project maintenance will be required after the Project is complete. Without adequate maintenance and care on the part of the Owner, portions of the landscape may never mature and function in the manner intended, and other site features may become degraded, resulting in a site that does not achieve the original intent expressed by the designer to the client. GreenWorks, PC cannot be responsible for conditions or events that result from inadequate or improper maintenance.

EXHIBIT "B"
COSTS FOR SCOPE OF SERVICES

South Lacamas Creek Trailhead Improvements

City of Camas
Camas, WA

TERMS OF AGREEMENT

Fee Schedule

Professional fees for the scope of work are as follows:

Task 1 Meetings and Project Management	\$9,769.00
Task 3 60% Construction Documents	\$25,012.00
Task 4 90% Construction Documents	\$17,358.00
Task 5 Site Plan Review and Permitting	\$5,018.00
Task 6 100% Construction Documents	\$12,876.00
Task 7 100% Bidding	\$4,319.00
Reimbursable Expenses	\$1,467.00

Base Fee Total **\$75,819.00**

Additive Alternate #1: Task 2 Design Development \$3,984.00

Fee Grand Total Including Additive Alternate **\$79,803.00**

This **total fee of \$75,819.00 to \$79,803.00** (depending on authorization of Additive Alternate #1) will be billed monthly on a time and materials (T&M) basis, not to exceed the total authorized fee stated above, and includes reimbursable expenses.

Hourly Rates

This proposal is based upon the hourly rates outlined below for the current calendar year. If this proposal is accepted or work begun in the following calendar year, our fees will be revised to incorporate the billing rates then in effect. If work continues into subsequent calendar years, we reserve the right to revise and update our fees.

Principal / Technical Director	\$180.00
Landscape Architect IV	\$155.00
Project Manager	\$120.00
Landscape Designer II.....	\$90.00
Landscape Designer I.....	\$85.00
Clerical / Administrative.....	\$110.00

Reimbursable Expenses

Project expenses such as mileage, delivery services, printing and reproductions, supplies, and communication will be billed at cost, plus 10 percent and added to monthly invoices.

Payment

Invoices are payable upon receipt, and Client shall not back charge or withhold payment from Landscape Architect for any charges, costs or expenses without Landscape Architect's specific written consent. Invoices not paid within twenty (20) days are delinquent and shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by law, whichever is less, until paid. In addition, Client shall pay Landscape Architect's reasonable costs incurred in

South Lacamas Creek Trailhead Improvements

City of Camas
Camas, WA

collection of any delinquent amounts, including attorney fees and costs of preparing and filing liens, regardless of whether suit or action is instituted.

Additional Work

Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget or to the Project's scope may require Additional Services of Landscape Architect. Fees for additional work, beyond the scope of work as outlined in this agreement, will be invoiced as provided above, or according to our regular rates in effect at the time. We will notify Client before performing any additional work.

Contract Time Limit

Client accepts this Contract by returning this Proposal signed below to Landscape Architect or by accepting any part of Landscape Architect's performance under this Proposal. Upon acceptance, Client agrees to be bound by the Terms and Conditions printed above. If acceptance fails to occur within 90 days of the date above, this Proposal will be void unless accepted by Landscape Architect. If this proposal meets with your approval, kindly return one signed copy to our office.

Sincerely,



Gill Williams, PLA, ASLA

Principal

GreenWorks, P.C.

503-222-5612 | gillw@greenworkspc.com

Accepted By

City of Camas

Signature

Date

**EXHIBIT “C”
CONSULTANT BILLING RATES**

210015 South Lacamas Creek Trailhead		GreenWorks, PC					Wallis Engineering						R&W Engineering (including security)					Cost by Task
AH updated 6/8/2021		Principal	Landscape Arch. IV	Project Manager	Landscape Designer I	Administrative	EM II	EM I	SE III	SE I	Tech III	Admin IV	Sr. Eng. II	Sr. Tech II	CAD/Tech	Cler/Admin.	Not used	not incl separate exps,
Role:		Hours (\$180/hr)	Hours (\$155/hr)	Hours (\$120/hr)	Hours (\$85/hr)	Hours (\$110/hr)	Hours (\$178/hr)	Hours (\$172/hr)	Hours (\$111/hr)	Hours (\$99/hr)	Hours (\$112/hr)	Hours (\$91/hr)	Hours (\$160/hr)	Hours (\$125/hr)	Hours (\$75/hr)	Hours (\$50/hr)	Hours (\$0/hr)	
Hourly Rate:							Tim	Wes	Ryan		Chad	Erin/Lori						
Task 1		Meetings and Project Management	0	0	56	0	10	4	0	0	0	2	5	0	0	4	0	\$9,769.71
7	1.1	Pre-Application Meeting			2			2					1					
16	1.2	Design Progress Meetings (3)			6								2					
44	1.3	Project Mgmt: sched, coord, review subs' dwgs, submittals			42													
26	1.4	Project Invoicing			6		10	2				2	2			4		
Task 2		Additive Alternate #1: Design Development	2	1	18	12	0	1	0	1	0	0	0	0	0	0	0	\$3,984.00
39	2.1	Alternative Design Concepts	1	1	16	12		1		1								
2	2.2	Design Progress meeting	1		2													
Task 3		60% CDs	3	16	66	60	0	4	3	20	0	6	1	12	16	13	2	\$25,012.26
4	3.1	Existing Conditions Plan			2	2												
5	3.2	Erosion Control and Tree Protection Plan			1	4												
7	3.3	Demolition and Tree Removal Plan			1	6												
15	3.4	Grading Plan		1	14													
19	3.5	Site Utility and Drainage Plan					2	1	12		4							
31	3.6	Site Electrical and Lighting Plan											7	11	13			
13	3.7	Materials Plan	1	1	6	6												
5	3.8	Layout Plan (simplified)			1	4												
9	3.9	Irrigation Plan (simplified)		8	1													
21	3.10	Planting Plan	1	1	4	16												
10	3.11	Pre-Engineered Restroom	1		10													
33	3.12	Site Details		1	10	16			4		2							
25	3.13	Draft Specifications		2	10		2	2	2			1	2	2		2		
20	3.14	Draft Opinion of Probable Cost		2	6	6			2				2	2				
Task 4		90% CDs	2	21	43	32	0	4	3	17	0	6	1	8	2	4	1	\$17,357.74
0	4.1	Existing Conditions Plan																
2	4.2	Erosion Control and Tree Protection plan			1	1												
2	4.3	Demolition and Tree Removal plan			1	1												
11	4.4	Grading Plan		1	10													
19	4.5	Site Utility and Drainage Plan					2	1	12		4							
13	4.6	Site Electrical and Lighting Plan											6	2	4			
7	4.7	Materials Plan (and site base)	1	1	4	2												
10	4.8	Layout Plan			2	8												
13	4.9	Irrigation Plan		12	1													
11	4.10	Planting Plan	1	1	2	8												
4	4.11	Pre-Engineered Restroom			4													
21	4.12	Site Details		1	6	10			2		2							
21	4.13	Specifications		4	8		2	2	2			1	1	0		1		
9	4.14	Opinion of Probable Cost		1	4	2			1				1	0				
Task 5		Site Plan Review and Permitting	0	0	16	12	0	3	0	2	0	2	4	2	2	0	0	\$5,017.94
23	5.1	Construction Permit Submittals			10	6		3					2	1	1			
20	5.2	Resubmittals			6	6				2			2	1	1			
Task 6		100% CDs	2	12	29	22	0	4	3	14	0	4	1	8	2	4	1	\$12,875.74
0	6.1	Existing Conditions Plan																
2	6.2	Erosion Control and Tree Protection plan			1	1												
2	6.3	Demolition and Tree Removal plan			1	1												
7	6.4	Grading Plan		1	6													
19	6.5	Site Utility and Drainage Plan					2	1	12		4							
13	6.6	Site Electrical and Lighting Plan											6	2	4			
5	6.7	Materials Plan (and site base)	1	1	2	2												
5	6.8	Layout Plan			1	4												
6	6.9	Irrigation Plan		6														
7	6.10	Planting Plan	1	1	2	4												
4	6.11	Pre-Engineered Restroom			4													
11	6.12	Site Details		1	2	8												
16	6.13	Specifications		1	6		2	2	2			1	1	0		1		
8	6.14	Opinion of Probable Cost		1	4	2			2				1	0				
Task 7		Bidding	0	0	12	6	0	2	0	3	0	1	8	0	3	0	0	\$4,318.85
6	7.1	Bid Item List			4					1		1						
30	7.2	Respond to Bidder Questions			8	6		2		2			8		3			
Individual Totals (hours)		9	50	240	144	10	22	9	57	0	18	6	46	21	26	8	0	
Firm Totals (cost)						\$51,510.00						\$14,353.00						\$12,473.23
(% varies) Reimbursable Expenses						\$1,030.20						\$100.00						\$336.78
Consultant Total Fee						\$52,540.20						\$14,453.00						\$12,810.00
TOTAL FEE																		\$79,803.20
total expenses:																		\$1,466.98

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.

The United States Department of Transportation
Appendix A of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, Age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix E of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)