



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

Project No. G1023

**2021 PUBLIC WORKS OPERATIONS FACILITY SITE
AND SPACE NEEDS ANALYSIS**

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **TCF ARCHITECTURE** 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 **2021 Public Works Operations Facility Site and Space Needs Analysis**.
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 **December 31, 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 "A.1"** attached hereto. 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. The City will pay the Consultant within thirty (30) calendar days upon receipt of the Consultant's monthly payment vouchers or invoices.

- 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. Reuse or alteration by the City, of the Documents prepared by the Consultant under this agreement, for purposes other than the work of this agreement, shall be at the City's sole risk.
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 reasonable attorney fees, arising out of or resulting from the negligent acts, negligent errors or negligent 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 "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:
 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:
Denis Ryan
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: 360-360-817-7983
EMAIL: dryan@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Randy Cook
TCF Architecture
202 North Second Street
Tacoma, WA 98403
PH: 253-572-3993
EMAIL: randy@tcfarchitecture.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 counterparts, which counterparts shall collectively constitute the entire Agreement.
- 27. Standard of Care. The Consultant shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by a reasonable, ordinary, prudent design professional with current experience practicing on a project of similar size, location, scope and complexity.

DATED this _____ day of _____, 2021.

CITY OF CAMAS:

CONSULTANT:

Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

July 27, 2021

EXHIBIT A

Mr. Denis Ryan
 Public Works Operations Supervisor
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607

RE: CITY OF CAMAS PUBLIC WORKS OPERATIONS FACILITY SITE & SPACE NEEDS ANALYSIS
TCF Project No. 2021-013
SCOPE & FEE PROPOSAL FOR PROFESSIONAL SERVICES – PART 1

Dear Denis:

On behalf of TCF Architecture (hereafter “TCF”) and our design team, we want to thank you and the City of Camas (hereafter “City”) for the opportunity and privilege to provide you with professional planning and design services to complete the Operations Facility Site & Space Needs Analysis Study, (hereafter “the Work”). This letter provides descriptions of our proposed tasks and deliverables for Part 1 Scope of Services. Part 1 is intended to provide the City with the determination of building and site area needs and a preliminary range of potential costs for future facilities. Part 1 does not provide for the exploration, evaluation, or economic analysis of various site alternatives which will be studied under the Part 2 Scope of Services if the City elects to proceed with the planning process.

Exhibit A.1, attached to this letter, provides the Master Fee Schedule for the Part 1 Scope of Services, itemizing all fee budgets associated with each task for each team member. TCF will contract with various specialty consultants in the development of this planning work. All work will be performed on an hourly basis for this Study.

CONSULTING TEAM MEMBERS

The firms listed below will be under direct contract to TCF and will each have specific roles and responsibilities for the delivery of work scope under this proposal package. The term “Design Team” may be used occasionally in this document, generally referring to the full team.

- Equipment / Operations: Facility Planning Services
- Civil Engineering: KPFF
- Cost Estimating: RC Cost Group
- Cost Benefit Analysis: FCS Group (FSCG)
- Real Estate Consulting: Lee Associates (Tom Brown)
- Structural Engineering: AHBL Engineers
- HVAC/Plumbing/FP: BCE Engineers
- Electrical and Low Voltage: BCE Engineers
- Others: To be determined

SCOPE OF SERVICES

The following Scope of Services defines TCF’s tasks, deliverables, and the basis for the hours and fee compensation amounts provided in Exhibit A.1.

Task 1 – Project Administration

- 1.01** TCF will provide contract management, consultant management & coordination, schedule development and management, and manage day to day communication (phone and e-mail), and other general correspondence. The City will identify a “Core Advisory Team” (AKA “Steering Committee”) that will periodically meet with TCF to review progress and provide on-going
- Project Administration**

guidance and feedback.

Deliverables:

- Executed Prime Agreement with scope of services and associated fee budgets. (TCF will execute separate consultant agreements with each sub-consultant contracted under TCF.
- Project Schedule (In Smartsheet)
- Correspondence and management of documents through Smartsheet.

Task 2 – Existing Conditions & Data (Pre-Programming)

TCF and its consultants will visit the City’s existing facilities to become familiar with existing operations and The City will provide TCF with available surveys, drawings, reports, and other existing documents for each of these properties. TCF will develop an existing data library for use throughout the project.

**2.01
Data Library**

TCF will organize the City-provided documents into a Data Library for use throughout the Master Planning work. TCF will review the various documents and data pertaining to the existing facilities, integrating and utilizing information as appropriate and necessary for the planning work.

Deliverables:

- Review of documents and organization of hard copy and digital form documents.
- Photo images of existing conditions.

Information to be Provided by City

- Existing Facilities Conditions Assessments: Reports being produced for the City by a separate consultant for the facilities at the Downtown and South Hill sites.
- Surveys: Hard copy and AutoCAD base surveys of existing properties as available.
- Drawings: .Pdf drawings of existing buildings as available.
- Equipment Inventory: A listing (Excel-based) of all City-owned equipment grouped by facility location.
- Fleet Inventory: A listing (Excel-based) of all City-owned rolling stock organized by domiciled location and including vehicle number, vehicle type (make & model), fuel type, and year.
- Existing Conditions Assessment: Copy of the report currently being prepared by a separate consultant to the City to assess the existing site and building conditions at the city’s current Operations Facility.
- Other Reports: Any reports available such as wetlands or other environmental conditions, hazardous materials surveys (site and buildings), etc.

**2.02
Existing
Operations
Documentation**

Prior to conducting Workshop 1 (Programming), TCF will research and document the City’s current Operations, gathering information and background documentation for use in the programming process.

- TCF and our consultant, Facilities Planning Services (FPS) will engage the Lead Persons for each Operations group by means of an initial short video call, (MS Teams or Zoom) followed by the issuance of a questionnaire to each Lead Person designed, giving each group the opportunity to provide written input regarding their facility needs.
- FPS will make an initial visit to the Operations Facility to meet with the Fleet Manager to better understand current fleet management practices, fleet mix, inventory existing shop equipment, and inventory existing materials storage for each Operations group.

Goals – Givens – Growth

Also prior to conducting the Workshop 1 Program sessions, the Core Advisory Team will complete a questionnaire and identifying short and long term *goals*, project “*givens*” (those items already decided or not to be included in the study), and to confirm the *growth* horizon for planning.

Deliverables:

- Compiled Goals-Givens-Growth Questionnaire
- Compiled questionnaires summarizing Lead persons responses
- Summary of Fleet Management practices
- Preliminary Equipment Inventory
- Vehicle inventory confirmation and parking requirements
- Photographic library of existing facilities and equipment

Task 3 – Programming and Design Criteria

TCF will lead a process to explore and quantify the physical facility space and programmatic criteria for the various Operations groups that are part of this project. (See below). Work under this task will generate a “Preliminary Space Program” document (See Task 3.03) providing quantitative data (room/space area) for the established planning horizon (minimum 20-year planning horizon), preferred space and function adjacencies, workflow analysis, inventory management, and projected growth assumptions. (See subtasks and deliverables below). The Preliminary Space Program will be presented in a matrix-based (Excel) format and will also include general qualitative information noting special attributes, features, and functional considerations for each space.

The process for sizing program spaces will be accomplished through a series of workshop sessions conducted with the Program Teams, whereby each functional area and/or groups of functional areas will be discussed and diagrammed with the Program Team participants. Space sizing will be derived using a combination of industry standards, practical experience, and collaborative diagramming between the TCF Team and the Program Team participants. Workshop Sessions will be scheduled with each of the divisions or groups indicated below:

Program Teams

- Administrative and Public facilities
- Non-Administrative, Crew, and Shared Facilities
- Equipment R&R
- Stormwater
- Parks/Cemetery
- Building Facilities
- Solid Waste
- Water
- Sewer
- Offender Program

3.01

Facility Tours

Prior to the programming workshop sessions, TCF will facilitate tours of other existing operations & maintenance facilities of relevance to the City’s operations. These tours are intended to assist the City’s project participants in better understanding a range of alternatives for facility design and organization, and to provide an initial basis for exploring and confirming anticipated program elements. The facilities suggested below can be toured in a single day.

Facilities to Tour

- Pierce County Sewer and Traffic Operations Facility, Puyallup, WA.
- Pierce County Central Maintenance Facility, Frederickson, WA.
- Mason County PUD, Johns Prairie Operations Center, Shelton, WA.

Deliverables:

- Summary of group discussions and observations, photographs of functional areas informing design criteria for use in the planning process.

3.02

**Workshop 1:
Programming
and Planning
Criteria**

TCF will conduct a series of programming sessions with the City's Program Teams, reviewing and confirming City's goals and objectives, and establishing general design criteria and space requirements for facility functions as described under the Summary of Program Elements above. An agenda for each session will be developed and coordinated with the Core Advisory Team, organized to address and confirm the Work Scope elements.

Workshop Session Schedules

Participants for each specific session will be determined at the time the agendas for the workshop are developed with the City. Up to three (3) days are anticipated for the completion of the workshops. Sessions will be organized into 2-3 hour time blocks.

Summary of Program Elements

Administrative and Office Functions

Programmatic requirements for spaces and systems supporting administrative and office functions:

- Preferred departmental arrangements and adjacencies.
- General office system standards for private offices and open workstations.
- Conferencing and collaboration spaces.
- Qualities and features desired for office environments (daylighting, acoustics, security, data/comm, air quality, overall functionality, etc.).
- Exploration of long-range considerations for expandability and flexibility of systems.
- Other requirements as determined with the City in the workshop process.

Common Areas and Shared Functions

Programmatic requirements for spaces and systems supporting customer or public interaction:

- Public spaces (lobby, meeting space, restroom facilities, etc.).
- Technology applications.
- Other features focused on customer interaction and support.

Non-Administrative Personnel Functions (Crew Facilities)

Programmatic requirements for spaces and systems supporting non-administrative functions:

- Operational flow of personnel from personal parking, into and through building spaces, and access to work vehicles and materials, exploring optimum efficiencies and preferred adjacencies within and between all operational functions.
- Multi-use meeting and training functions.
- Lead and supervisory staff functions.
- Kitchen and break area functions. (Including outdoor space)
- Mud/drying room, locker room and restroom functions including discussion of male to female ratios and gender-neutral policies, now and in the future.
- Resource materials and data systems access for personnel.
- Wellness features.
- Specialty functions, storage systems, etc.

Maintenance and Repair Shop Functions

Programmatic requirements for all spaces and systems supporting maintenance functions:

- Fleet shop spaces including vehicle repair bays, tire shop, parts storage, other specialty shops.
- Maintenance shop facilities for all work groups / divisions.

Fueling & Washing Functions

- Fueling lanes, dispensers, fuel management system, etc.
- Diesel and gasoline storage tanks.
- Wash bay(s) for general vehicle washing.
- Chassis wash and degreasing functions.

Storage Functions

- Enclosed and secure inventory storage.
- Covered and/or enclosed general working stock storage.
- Hazardous materials storage & containment.
- City vehicle and equipment parking (enclosed, covered, open).
- Uncovered bulk materials storage
- Covered bulk materials storage
- Other storage functions as determined with City during workshop process.

Site Functions

Site requirements for area and systems associated with vehicles and pedestrians:

- Site access from street for vehicles and pedestrians.
- General on-site circulation for vehicles and pedestrians.
- Customer and visitor parking.
- Accessible parking.
- Other items as determined during workshop process.

Other Site Functions

Requirements for other site systems:

- Landscaping
- Storm water management
- Fencing, gates, and security

Deliverables:

- Goals – Givens – Growth Summary providing a consistent planning basis for Program Team engagement.
- Workshop planning and preparation.
- Agenda for each Program work session identifying place, time, participants, and key topics to be covered.
- Coordination and facilitation of workshop sessions.
- Workshop session meeting notes in Smartsheet.
- TCF's other consultants including civil, structural, HAVC, plumbing, and electrical will be available with limits hourly fee budgets to assist TCF if needed during the programming process.

3.03 Preliminary Space Program Using the information obtained in the Workshop 1 sessions, TCF will prepare a Draft Preliminary Space Program document for City review. The document will be presented in table/matrix form, providing a numeric summary of all program areas/spaces, a summary of spaces within assigned building footprints, space adjacency diagrams, space and flow diagrams, and general criteria for each functional area in bullet and narrative form.

Note: This document will not be considered a “Full Functional Program.” Once a Strategic Facilities Plan is developed (under the subsequent Part 2 work scope), and specific projects identified for implementation, a more detailed Functional Program and Design Criteria must be developed for use in the design of specific projects.

Deliverables – Preliminary Space Program:

- Summary of City Goals – Givens - Growth
- Summary of planning horizon and growth assumptions.
- Space Program providing numeric area for each function.
- General functional criteria for each program area.
- Workflow and adjacency diagrams for site and building arrangements.
- Preliminary Equipment List.
- Vehicle parking analysis.

Task 4 – Site Alternatives and Scenarios

The Part 1 work scope will not include the exploration of site alternatives and scenarios for development of other potential sites in the City to accommodate the projected Operations facility needs. The Work will include a general review of potential improvements at the existing Operations facility.

4.01 Explore Existing Operations Center for Potential Improvements TCF will explore potential improvements to the City’s existing Operations Facility, identifying possible opportunities to optimize site and building utilization.

Deliverables:

- Preliminary site plan concepts showing possible alternative site usage layouts responding to the program criteria and City’s goals & objectives.
- Preliminary building layout concepts showing possible approaches for addressing program needs, integrated with the site layouts.
- Review meeting via teleconference to review the preliminary site and building concepts.

Task 5 – Economics

Based on the programmatic needs identified under Task 3, TCF will develop an “Order of Magnitude” cost estimate range using general cost per square foot and cost per acre cost data for a non-specific facility development. The intent of this task is to provide the City with a potential range of likely development costs for the purpose of determining next steps in developing a long range, Strategic Facilities Plan for Operations. (Part 2 work scope not yet determined).

5.01 Preliminary Site Cost Modeling The TCF Team, including civil consultant (KPFF) and Cost Estimator (RCCG), will prepare a budgetary Cost Model for a generic facility represented by the full program identified under the Task 3 Work.

Deliverables:

- Preliminary Cost Model including escalation for an assumed 5-year development plan.

Task 6 – Needs Assessment Report

TCF will prepare a final draft document/report collecting and organizing the information developed under the various tasks above. A draft document will be produced for City review and comment, followed by a final document.

6.01 Report TCF will prepare a draft report summarizing all information noted under Tasks 1-5 above into a complete package. The deliverable will be organized in a tabbed .PDF electronic format. TCF will present the draft document to the Core Advisory Team and solicit feedback and comment. Following the receipt of City review comments, TCF will prepare a final report.

Anticipated Document “Chapters”

- 1) Summary Report covering process, goals, assumptions, current and projected program needs, preliminary exploration of existing Operations Facility, Order of Magnitude Cost Model, and summary of next steps in the planning process.
- 2) As determined
 - a. Preliminary Space Program/Design Criteria
 - b. Conceptual Site & Building concepts for existing Operation Facility

6.02 Power Point Presentation(s) TCF will assist the City in preparing a Power Point presentation summarizing and illustrating the planning and analysis information for use in presenting to the City Council.

Deliverables:

- Completed Power Point
- Attendance at City Council presentation.
- .PDF for uploading to the City’s website.

Subsequent Project Phases

Following the completion of the Part 1 of the Predesign/Planning work and the confirmation of next steps, TCF will prepare a proposal for Part 2 Predesign/Planning proposal to explore alternatives and scenarios for the development of facilities accommodating all Operations groups in a long-range Strategic Facilities Plan.

Sincerely,



Randy Cook, AIA, LEED AP
Principal/Project Manager

Attachments:

- Exhibit A.1: Master Fee Schedule for Part 1
Exhibit B: TCF Schedule of Rates and Charges

EXHIBIT "A.1"
MASTER FEE SCHEDULE
PART 1 WORKSCOPE

CITY OF CAMAS
Public Works Operations Facility Site and Space Needs Analysis

TASK NO.	PROJECT TASKS	TCF Architecture Architecture / Planning Project Management					Other Team Members (Contracted under TCF (See Separate Proposals))					TOTALS				
		Mg. Principal (Randy)	Mg. Principal (Mark H.)	Designer/ Arch 5 (Amy G)	Designer/ Arch 3 (Coreen)	Designer/ Arch 1 (TBD)	Project Coord. (Treta)	Admin Support (Robbi)	KPFF (Civil)	FPS (Equip/ops)	FCS Group (Cost-Ben)		RCCG (Cost Est)	Lee Assoc (Real Est)	BCE (MEP)	AHBL (Structural)
TASK 1 - PROJECT ADMINISTRATION																
1.01	Project Administration:	24				6										
	ESTIMATED HOURS OR FEES	\$290.00	\$235.00	\$140.00	\$120.00	\$110.00	\$90.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	HOURLY RATE	\$6,960	\$0	\$0	\$0	\$660	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	ESTIMATED FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SUBTOTAL			\$7,620												\$7,620
TASK 2 - EXISTING CONDITIONS & DATA (Pre-Programming)																
2.01	Data Library / Review Existing Info:	4			12											
2.02	Existing Conditions Investigations/Confirmation	8			16											
	ESTIMATED HOURS OR FEES	\$290.00	\$235.00	\$140.00	\$120.00	\$110.00	\$90.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	HOURLY RATE	\$3,480	\$0	\$0	\$3,360	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	ESTIMATED FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SUBTOTAL			\$6,840												\$10,340
TASK 3 - PROGRAMMING & DESIGN CRITERIA																
3.01	Tour Similar Facilities	3			3											
3.02	Workshop 1: Programming + Prep & Follow-up	40			60											
3.03	Space Program / Prelim Criteria	8			60											
	ESTIMATED HOURS OR FEES	\$290.00	\$235.00	\$140.00	\$120.00	\$110.00	\$90.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	HOURLY RATE	\$14,790	\$0	\$0	\$14,760	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	ESTIMATED FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SUBTOTAL			\$29,550												\$41,550
TASK 4 - SITE ALTERNATIVES & SCENARIOS																
4.01	Preliminary Evaluation of Exst Facility Potential	8			20											
	ESTIMATED HOURS OR FEES	\$290.00	\$235.00	\$140.00	\$120.00	\$110.00	\$90.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	HOURLY RATE	\$2,320	\$0	\$0	\$2,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	ESTIMATED FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SUBTOTAL			\$4,720												\$4,720
TASK 5 - ECONOMIC ANALYSIS																
5.01	Preliminary Cost Model	6			2											
	ESTIMATED HOURS OR FEES	\$290.00	\$235.00	\$140.00	\$120.00	\$110.00	\$90.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	HOURLY RATE	\$1,740	\$0	\$0	\$240	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	ESTIMATED FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SUBTOTAL			\$1,980												\$5,980
TASK 6 - REPORT AND PRESENTATIONS																
6.01	Part 1 Report - Needs - Prelim Analysis	12			16											
6.02	Power Point Development / Presentation	10														
	ESTIMATED HOURS OR FEES	\$290.00	\$235.00	\$140.00	\$120.00	\$110.00	\$90.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	HOURLY RATE	\$6,380	\$0	\$0	\$1,920	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	ESTIMATED FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SUBTOTAL			\$59,010												\$8,900
	SUBTOTAL PER TEAM MEMBER - ALL TASKS			\$1,200												\$77,910
	REIMBURSABLE EXPENSE BUDGETS															\$19,600
	SUB CONSULTANT SUBTOTALS															\$1,960
	TCFA MARKUP ON CONSULTANT SERVICES (10%)															\$210
	TOTAL PER TEAM MEMBER - ALL TASKS (Incl. Mark-ups)			\$60,210												\$81,770
	TOTAL ESTIMATED HOURLY FEE BUDGETS and REIMBURSABLE EXPENSES															\$61,770

2021 Hourly Rate and Reimbursable Expense Schedule

Effective: January 1, 2021

Description	Rates
TCF Personnel:	
Principal-In-Charge / Managing Principal	\$290.00 / hour
Principal	\$235.00 / hour
Interior Design Director	\$200.00 / hour
Designer / Architect 9	\$180.00 / hour
Designer / Architect 8	\$170.00 / hour
Designer / Architect 7	\$160.00 / hour
Designer / Architect 6	\$150.00 / hour
Designer / Architect 5	\$140.00 / hour
Designer / Architect 4	\$130.00 / hour
Designer / Architect 3	\$120.00 / hour
Designer / Architect 2	\$110.00 / hour
Designer / Architect 1	\$100.00 / hour
Project Coordinator	\$110.00 / hour
Administrative Support	\$90.00 / hour
Subconsultant Services:	
Subconsultant Services Contracted Through TCF	Direct Cost plus 10%
Reimbursable Expenses:	
Mileage	Current Federal Rate
Other Expenses: (Meals, air travel, per diem, reproductions, shipping, postage, etc.)	Direct Cost plus 10%

Notes:

1. TCF Personnel Categories: Categories are based on experience and job responsibilities. Not all personnel are licensed architects.
2. Rate may be adjusted at the beginning of each calendar year. Rates will not be increased by more than 10% for any one category for a year for any project under contract.
3. Billing rates may, on occasion, be blended to approximately reflect specific personnel as well as specific tasks and services rendered.

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.

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.*)