

CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue Camas, WA 98607

Project No. G1008

2021Facility Conditon Assessment

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

- 1. <u>Project Designation.</u> The Consultant is retained by the City to perform professional services in connection with the project designated as the **2021 Facility Condition Assessment.**
- 2. <u>Scope of Services.</u> Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
- 3. <u>Time for Performance.</u> Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **March 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. <u>Payment.</u> The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "A"** attached hereto, provided that the total amount of payment to Consultant shall not exceed 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 "A"**.
 - 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. <u>Compliance with Laws.</u> 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. <u>Indemnification</u>. 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 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. <u>Insurance Term.</u> 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. <u>No Limitation</u>. 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. <u>Minimum Scope of Insurance</u>. 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.
 - 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. <u>Professional Liability insurance</u> 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. <u>Verification</u>. 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. <u>Verification of Coverage</u>. 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. <u>Notice of Cancellation</u>. 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. <u>Independent Consultant.</u> 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. <u>Discrimination Prohibited.</u> 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 "B"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "B"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

- 12. <u>Confidentiality</u>. 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. <u>Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exhausion—Primary and Lower Tier Covered Transactions.</u>

- 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. <u>Assignment.</u> 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. <u>City's Right to Terminate Contract.</u> 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. <u>Notices.</u> 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: 360-817-7983

EMAIL: dryan@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Sarah Partap Meng Analysis 2001 Western Ave Suite 200 Seattle, WA 98121

PH: 206-838-9797

EMAIL: sarah@menganalysis.com

21. <u>Integrated Agreement.</u> 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.

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. <u>Venue</u>. 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. <u>Remedies Cumulative</u>. 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. <u>Counterparts.</u> 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	, 2021.	
CITY OF CAMAS:	CONSULTANT: Authorized Representative	
Ву	By	
Print Name	Print Name	
Title	Title	

EXHIBIT "A" SCOPE OF SERVICES COSTS FOR SCOPE OF SERVICES CONSULTANT BILLING RATES



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

July 19, 2021

Subject: City of Camas Facility Condition Assessment Scope & Fee Proposal

Dear Denis,

MENG Analysis is excited for the opportunity to work with the City of Camas in support of your Facility Condition Assessment (FCA) project. This proposal provides our detailed scope and cost proposal for various options and levels of service for the assessment.

Facilities

This FCA includes review and documentation of the following facilities:

FACILITY	ADDRESS	SQUARE FOOTAGE	
Police Station	2100 NE 3rd Avenue	23,100	
City Hall/Station 41	576 NE 4th Avenue	28,080	
City Hall Annex	616 NE 4th Avenue	10,000	
Public Works Operations Center	1620 SE 8th Avenue	21,190	
Wastewater Treatment Plant	1129 SE Polk Street	4,250	
Library	625 NE 4th Avenue	36,500	
Lacamas Lake Lodge	227 NW Lake Road	4,615	
Community Center	1718 SE 7th Avenue	21,420	
Fire Station 42	4321 NW Parker Street	12,069	
Scout Hall	621 NE 15th Avenue	1,200	

Level of Effort

Our team will use <u>a rapid visual</u> <u>inspection</u> technique to assess the condition of the facilities. No destructive or invasive testing is included in this scope of work.

We will document our findings with Uniformat Level III (subsystem) descriptions and scores. (Example at right.)

Issues that require attention within the next five years (2021-2026) and with

Figure 1 - ASTM UNIFORMAT II Classification of Building Elements (E1557-97)			
Level 1 Major Group Elements	Level 2 Group Elements	Level 3 Individual Elements	
A. SUBSTRUCTURE	At0 Foundations	A1030 Standard Foundations A1030 Special Foundations A1030 Slab on Grade	
	A20 Basement Construction	A2010 Basement Excavation A2020 Basement Walls	
B. SHELL	B10 Superstructure	B1010 Floor Construction B1020 Roof Construction	
	829 Exterior Closure	B2010 Exterior Wals B2020 Exterior Windows Exterior Doors	
	B30 Roofing	83010 Roof Coverings B3020 Roof Openings	

Figure 1. Example Uniformat Level III Subsystems

a greater direct cost for correction than \$5,000 are "deficiencies." These deficiencies will be noted individually with a photograph and rough order-of-magnitude cost estimate. We will also provide a deficiency summary report that rolls up deficiencies to the system level and applies project markups to assist in planning your budget.





Our team will use custom-built cost models that predict the 20-year capital renewal and replacement needs for each of the facilities, based on their current age, condition, and industry standard useful life. These long-term costs can be provided in several formats such as total by year, total by facility by year, or some configuration of system or subsystem level costs.

We will review three years of historical energy use data to calculate the energy use intensity (EUI) for each facility (where data is available). The EUI helps our team identify possible issues with HVAC systems or the building enclosure which may not be evident via the rapid visual inspection.

Our team will also document opportunities to improve energy efficiency and enhance operations. The opportunities will be documented in a report with rough order-of-magnitude cost estimates.

Deliverables

- We will provide a complete rough draft report within 30 days of the completion of field work. This report will be comprised of an Executive Summary document and a Facility Detail report. This draft will be provided to you for review and comment. We are flexible on the timing you need to complete your review comments and edits.
- We suggest a post-draft review meeting so that our team can answer questions and make sure we understand your comments and edits.
- We will incorporate your comments and edits into a final report within two weeks of receiving your complete feedback.
- Once the report is finalized, we will provide you with a Microsoft Power BI dashboard that allows you to create custom visualizations and list of deficiencies for populating your existing CMMS.

Additional Options

In addition to the basic FCA scope described above, we also offer additional related services that the City of Camas may find valuable. These include:

- Seismic analysis (via a subcontracted structural engineer)
- Infrared thermography (to review electrical loads and building envelope)
- Mechanical equipment inventory and preventative maintenance planning

Additional services are available at our standard rates. If an additional service is desired, we will provide a separate fee proposal for your approval.





Scope

Task 1. Facility Assessment Planning

1.1 Kickoff Meeting

At the kickoff meeting, we will define the parameters of the FCA, determine customized categories/departments/prioritization for your facilities, agree on the overall project timeline, select a facility for the pilot review, and identify next steps to solidify a project plan and schedule.

1.2 Review Facility Materials

We will send a list of requested background data for each facility. We use this data to set up the database and gain a baseline understanding of each facility and site. This includes floor plans, site plans, etc.

1.3 Prepare & Distribute Occupant & Facility Staff Questionnaires

We will prepare a questionnaire for facility staff (and building occupants if desired) to note known issues, concerns, or upcoming work on the facilities.

1.4 Review and Compile Questionnaire Data

We will compile the questionnaire data and look for trends or inconsistencies. Our surveyors will review these questionnaires prior to beginning the onsite assessment.

1.5 Review & Analyze Energy Use Data

We will calculate the energy use intensity (EUI) for facilities for which data is available. The EUI helps surveyors identify possible concealed issues.

1.6 Set Up Database Cost Model & Custom Deficiency Categories

We will calibrate our database to be used for data storage and future cost predictions. We will update the building cost model based on the building type and usage, and update the deficiency categories as directed by the Client.

1.7 Schedule, Access, and Logistics for Field Surveys

We will review building use to establish best dates and times to be in which areas, then confirm access procedures and logistics.

Task 2. Onsite Facility Condition Assessment

2.1 Discussion with Facility Staff

At each site during the field survey, MENG Analysis surveyors will discuss the information from the questionnaires and ask other pertinent questions to facility staff if they are available. Facility staff may disclose other information if not included on the questionnaire responses.

2.2 Pilot Assessment

The purpose of the pilot assessment is for your team to see firsthand how the assessments are conducted in order to be fully prepared for the onsite work. We also prepare a detailed facility report for your review. Your early feedback on the pilot report allows us to calibrate our reporting to ensure we are meeting your needs.

2.3 Onsite Facility Assessment

MENG Analysis staff will perform a detailed onsite assessment of the facilities listed on page one of this proposal. Building subsystems types, age, and condition will be estimated and recorded. Roof access will be required, as well as access to locked spaces such as mechanical and electrical rooms. Facility staff to provide ladders if roof access is not built into the building.





Task 3. Analysis of FCA Data

3.1 Complete Assessment Writeups & Quality Control

After the completion of the onsite assessment, surveyors will finalize their detailed writeups. The project technician and project manager will review the data for quality, consistency, and completeness.

3.2 Categorize Deficiencies & Opportunities

Deficiency and opportunity data will be reviewed, categorized, and prioritized.

3.3 Organize and Label Photos from Field Work

Any photos taken as part of the assessment will be organized and labeled. The report will include a photo of each facility and a photo of each deficiency at a minimum.

3.4 Cost Estimating

MENG Analysis will prepare costs for each deficiency and create updated cost models to estimate future capital needs over a 20-year horizon.

Task 4. Reporting

4.1 Prepare Draft Condition Assessment Report

MENG Analysis will prepare a draft Condition Assessment Report which will include a standalone Executive Summary with the intended audience of executives, board members, and other high-level and non-technical readers. We will also provide a facility detail report, intended for a technically-oriented audience which has detailed documentation of building systems, conditions, deficiencies and their estimated remediation costs, and long-term predicted costs for building maintenance.

4.2 Meeting with the Client's Staff Post-Draft

After completion of the draft Condition Assessment Report, MENG Analysis will meet with the Client staff to discuss findings and review comments or edits from the Client.

4.3 Finalize Condition Report

Any edits resulting from the post-report meeting will be incorporated into the final Condition Assessment Report.

4.4 Presentation

Formal presentation of report findings for City Council or similar (cost proposal assumes remote presentation).

4.5 Visualization Tool

We will create a custom data visualization tool showing conditions and costs across the Client's portfolio.

Task 5. Equipment Inventory & Scoring

5.1 Gather Existing Information

Request & organize any past information about major maintainable equipment. This may be from existing maintenance plans, work orders, installation receipts, etc.

5.2 On-Site Documentation

While on site, field surveyors will record detailed equipment data for major maintainable equipment. Only readily available and accessible equipment will be surveyed.

5.3 Scoring & Reporting

The list of recorded equipment will be reviewed, scored, and formatted. This data will be included in the FCA reports and in the Microsoft BI dashboard.





Task 6. Project Management & Administration

6.1 General Project Management & Admin

General project management activities including progress updates, team oversight, and communication with City of Camas.

Fee

Our proposed fee for this scope of work totals \$115,166 which includes labor, mileage, lodging, and meal expenses. This does not include an allowance for printing and mailing deliverables. This fee assumes all meetings will be remote via video conferencing and all deliverables will be electronic only.

Fee Breakdown

		Project Manager Sarah Partap	Surveyor - Civil, Structural, Architectural Timothy Buckley	Surveyor - Mechanical, Electrical, Plumbing Doug Smith	Cost Estimating Matt Lersch	Technician/Support	Cost per Taşl
Task#1	Facility Assessment Planeling	- 8	6	- 6		35	511,37
1.3	t Kickoff Meeting	4	2	2	2	,	
1.7	Gather & Review Background Materials	2					
	Prepare Questionnaires	0	0	1	1	12	
	Review & Consolidate Questionnaire Data	0	1	0			
	Review & Analyze Energy Use Data	0	0	2	0		
	Customize Database	0	0	0			
	Schedule, Access, Logistics	2	2	0			
Task#2	On-site Condition Assessment	4	102	102		0	\$48,240
2.3	Discussions with Facility Staff (included in survey time)	0	0	0			240,24
	Pilot Assessment	4	10	10			
2.3	Onsite Facility Examination & Write Ups	G	92	92			
	Analysis of FCA Data	8	8	8		38	518.630
3.1	QC data for accuracy & completeness	8	0	0		32	210/036
	Categorize Deficiencies & Opportunities	0	4	4		32	
	Organize Photographs	G	4	4	0	2	
3.4	Cost Estimating	0	0	0		0	
Task #4	Reporting Tasks	16	6	6	- 4	20	\$10,020
4.1	Draft FCA Report	4	0	0		8	310,020
4.2	Post Report Workshop	2	2	2		2	
4.3	Final Report	2	0	0	0	2	
4.4	Presentation to City Council (or similar)	4	4	4			
4.5	Data Management & Dashboard	4	0	0	0	8	
Task #5	Equipment Invetory	2	0	24	0	28	510,410
	Gather Existing Information					4	
	On-site Documentation			16			
	Scoring, Follow Up & Reporting	2		8		24	
Task #6	Project Management & Admin	32	0	0	0	32	511,520
5.1	General Project Management & Admin	40				40	5110.190
	Total Hours	70	122	146	43	161	
	Hourly Rates	5195	\$225	\$225	\$225	5165	
	Total Labor	\$110,190		1,3,700		0203	
	Direct Costs	\$4,976					
	Total Total	\$115,166					

Direct Costs	\$4,976
Mileage (local & from Seattle)	\$992
\$1000 pt 1	
13 VIII X - NOV	
Farmer Value day	
Lodging & Meals	\$3,984
	Part I
Assume no Printing	50





After reviewing this proposal, please contact me with any questions. We look forward to exceeding your expectations!

Thank you,

Sarah Partap Principal

MENG Analysis

Mobile: 206-451-3462 (preferred)

Office: 206-838-9797

EXHIBIT "B" 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.