



CITY OF CAMAS

PROFESSIONAL SERVICES AGREEMENT

616 NE 4<sup>th</sup> Avenue

Camas, WA 98607

PROJECT NO. \_\_\_\_\_

Project Name

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and **Johnston Architects**, 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 **Camas Public Library - Children's Learning Hive and General Building Updates.**
2. **Scope of Services.** Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **12/31/2024**, 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 for an amount not to exceed **\$479,042.00** under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in Exhibit "A" (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in Exhibit "C".
  - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.

- d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant (hereinafter "Work Product" in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent 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 and employees, the Consultant's liability, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
8. Consultant's Liability Insurance.
- a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its 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.

9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

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

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

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

- RCW 49.60.180

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

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the City; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
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 full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
  - a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
    1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
    2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
    3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
    4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
  - b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.

- c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
- 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 City 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:

Connie Urquhart  
City of Camas  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607  
PH: 360-817-7201  
EMAIL: curquhart@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Jack Chaffin, Architect  
Johnston Architects LLC  
3131 Western Ave, Suite 510  
Seattle, WA 98121  
PH: 208.992.4863  
EMAIL: jchaffin@johnstonarchitects.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. If requested in writing by either the City or the Contractor, the City and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M office in

accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.

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

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

DATED this 18th day of September, 2023.

CITY OF CAMAS:

Consultant Company

Authorized Representative

By \_\_\_\_\_

By  \_\_\_\_\_

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

Print Name: Jack Chaffin

Title \_\_\_\_\_

Title Partner, Architect



Date \_\_\_\_\_





Connie Urquhart  
Director, Camas Public Library  
Camas Public Library  
625 NE 4th Avenue  
Camas, WA 98607

**Date:** September 10<sup>th</sup>, 2023

**Subject:** Camas Public Library Renovation: Proposal for Architectural Services

Dear Connie,

Johnston Architects (JA) is looking forward to working with you to refresh and reimagine the library. We are particularly looking forward to collaborating on the new design for the Children's Area. We share your passion for early literacy and will work with you to create a project that results in a safe and inspiring environment for people of all abilities.

Before we begin work, we would like to execute a written agreement describing our mutual understanding of the services to be provided. It has been our experience that both Owner and the Architect are best served by having a written understanding from the outset that defines for both of us the services we will perform during our relationship.

**Scope of Work:**

- Improved lighting on the main floor.
- New flooring throughout.
- Transformation of the current Children's Library into the Children's "Learning Hive", which will include:
  - An early learning center in the former story time room,
  - A hallway that allows children to play while learning.
  - A STEM lab for elementary school-age children.
  - A quiet reading area.
  - Small interventions in the rest of the Children's Library, like reviewing stack heights.
- The outdoor courtyard will also be studied to make it a more accessible space for learning and discovery.
- New furniture throughout the building.
- Support for community outreach and engagement including three meetings and associated presentation material that may also be used online and for fundraising purposes.
- Assist with community outreach and engagement.
- Exterior Work:
  - Accessible ramp to the courtyard.
  - Review and design for accessible access to the other main entrances.
  - Review and design for the repair of exterior door and window openings.
  - Design a permanent solution to prevent water intrusion into the exterior stairwell to the basement level.
  - Design solution for water and debris intrusion at the basement light wells
  - Design for reader boards and primary signs.
  - Replacement of street trees.



- Permitting and Bid Support
  - Create documents for permitting.
  - File for the building permit.
  - Respond to building permit corrections.
  - Create documents for bid including drawings and specifications. It is assumed that the City of Camas will provide division 00 and will advertise for bid.
    - JA will provide support during Bid and permitting as necessary.

## Work by Phases

### Concept - 8 weeks

- Coordinate workplan and preliminary schedule
- Coordinate and conduct kick-off meeting, and (3) additional meetings, workshops
- Meeting notes shall be distributed no later than five (5) working days after a meeting.
- Review as-built documents, and field verify conditions to ensure all necessary facility information is well documented and available prior to design commencement.
- Review and verify the program and previous studies and make adjustments based on current needs.
- Review Camas Public Library survey/engagement findings, outcomes, and recommendations and adjust the program.
- Develop decision-making/priorities criteria with client input.
- Analyze conceptual options; document and provide detailed conceptual planning alternatives and recommendations for (3) preferred planning options with any alternate layout approaches.
- Initiate consultant team communication and coordination.
- Provide scoping for permitting timelines and durations.
- Present 3 design options distinguished primarily by scope and value and include three-dimensional perspective color vignettes to illustrate concept planning approach(es)
- Options areas and utilization comparison
- Price 3 options and present to Camas Public Library
- Determine the final design direction based on the best value for Camas Public Library. This may be a combination or hybrid of one or more of the 3 options.

### Design – 12 weeks

- Coordinate workplan and updated schedule
- Coordinate and conduct kick-off meeting, and minimum (6) additional meetings and workshops as required.
- Assist with two (2) community outreach events.
- Meeting notes shall be distributed no later than five (5) working days after a meeting. The kick-off meeting will discuss the approved design direction and any outstanding issues associated with cost or design.
- Conduct internal weekly project team meetings including consultants as necessary.
- Develop program-based floor plans.
- Begin FF&E selection and accommodate potential reuse of furniture.



- Provide initial concept furniture options.
- Begin outreach to vendors for FF&E procurement.
- JA will assist the City in joining a Group Purchasing Organization
- Identify any code-required upgrades to the existing lighting systems.
- 90% Documents will be issued for review by Camas Public Library.
- Create a cost estimate from approved 90% documents, Program, and design narrative. The cost estimate shall be provided within two and a half weeks of the approved 90% Design Documents
- Provide quality assurance, cost control, and internal value engineering.
- Coordinate with all applicable municipal agencies.
- Develop a schematic-level approach to code, directional, and wayfinding signage and graphics.

### Design Deliverables

- Area reconciliation and utilization update, including any associated changes in stack count.
- Preferred option planning options including three-dimensional perspective color vignettes to illustrate concept planning approach(es) including options areas and utilization.
- Design Drawings
- Design System and Material Narrative Report including:
  - Detailed Project Schedule
  - Written executive summary and schematic design planning and recommendations summary.
  - Mechanical, Electrical, Plumbing, Data/Telecom, basis of design systems descriptions.
  - Major building materials and components.
  - Codes and Permitting Analysis including Energy Code
  - Three-dimensional perspective color vignettes to illustrate concept planning approach(es)
  - Report shall take the form of color electronic copy in Adobe PDF file format.
  - Design Cost Estimate including soft costs workbook, and escalation to mid-point of construction and adjusting for phased construction.
  - Schematic-level approach to code, directional, and wayfinding signage and lobby graphics

### Documentation – 14 weeks

- Make adjustments to design and planning based on Client input.
- Coordinate updated workplan and updated schedule.
- Conduct kick-off and a minimum of seven (7) additional meetings and workshops.
- Meeting notes shall be distributed no later than five (5) working days after a meeting.
- 50% Documents will be issued for review by Camas Public Library
- Coordinate the CD cost estimate from approved 50% CD plans and specifications with narrative.
- CD cost estimate shall be provided within two and a half weeks of the approved 50% CD Package



- Assist with one (1) community outreach event.
- Complete ongoing coordination with sub-consultants and document quality assurance, accessibility review, and building code compliance.
- Submit for building permit.
- Finalize furniture options and provide required documentation.
- Assist with Group Purchasing Organization research.
- Furniture procurement and design coordination with the selected furniture vendor's furniture, finishes, and materials.
- Develop and document final directional and wayfinding signage, code-required signage, and specific library signage.
- Coordinate plans with Camas Public Library staff regarding data and telecommunications, building security and entrance controls, maintenance and operations, and public information.
- JA shall indicate areas that require new or relocated phone or data cabling so the Contractor may provide mud-rings and pull-rings.
- JA understands that City will provide cabling and terminate connections for phones and data outlets.
- JA will coordinate the layout and design with City IT department.

#### Documentation Deliverables

- Area reconciliation and utilization update, including any associated changes in stack count.
- Construction document development with three-dimensional perspective color vignettes and color elevations to illustrate design development and finish selections.
- Alternate option approaches for add-alternates.
- Project Specifications
- Final Materials Board
- Supplemental Information including
  - Updated detailed Project Schedule
  - Cost Estimates based on 50% & 90% Construction document drawings and specifications including soft cost workbook, escalation to mid-point of construction, and adjusting for phased construction.

#### Bid Phase – 6 Weeks

- Adjust as needed based on Client input and provide a Bid Package for distribution by Camas Public Library.
- Attend mandatory bid meetings and pre-bid site walkthroughs (2)
- Preparation and issuing of addendum to facilitate bid.
- Perform review of substitution requests and answer bidder questions
- Provide written bid evaluations.



## Bid Deliverables

- Final bid documents

## Construction Administration – 20 weeks

- Complete reviews of submittals, shop drawings, samples, certificates, and other required review items.
- Provide ongoing coordination of sub-consultants.
- Complete site visits for review of contractor progress and compliance to construction documents.
- Attend weekly construction meetings (minutes by General Contractor).
- Respond to RFIs, and provide clarifications or modifications.
- Review CCD/COPs
- Monitor schedules.
- Complete review of construction at substantial completion and provide punch list.

## Closeout – 2 weeks

- Monitor completion of punch list items, O&M Manual, and complete back punch process.
- Complete final Record Documentation; provide both CAD and digital files to Camas Public Library.

## Consultants:

JA will engage with the following sub-consultants needed to execute the project.

- Electrical, low voltage, and lighting: Interface
- Structural: Catena
- Landscape: Lango Hansen
- Cost: DCW
- Exterior Envelope: RDH
- Specifications: Conspectus

## Exclusions:

- Consultants not listed above.
- Design, coordination, and permits for work within the public right-of-way.
- Site survey (if required) – provided by Owner
- Geotechnical report and other specialty site analysis (if required) –provided by Owner
- Environmental Consulting- provided by Owner
- Permitting fees and in-person permit submittal (assumes digital submission)
- Permits covered by respective trades (mechanical, electrical, low voltage, fire)
  - JA will include the direction above in the specification.
- Changes to elements of the design after initial Owner approval, including changes



- made as part of a value engineering process.
- Graphics and branding.
- Hardware consulting and specification.
- Design, documentation, and registration fees for LEED certification or other green building certification programs, outside of those required to satisfy the obligations of the grant funding for the exterior work on the project.
- Work beyond the scheduled durations indicated above.
- In-person meetings with the Authority Having Jurisdiction

**Extra Services:**

These services are defined by the Washington State Architecture and Engineering Guidelines as outside of the scope of basic services:

- Furniture selection and procurement

Please see attached Fee Analysis and Consultant proposals. Note this is a Not-To-Exceed Proposal. Hourly rates have also been provided. Those rates are subject to change at the beginning of each calendar year.

**Billing Rates:**

2023 JA employee billing rates are listed in attachment B. Note: Note: Rates are subject to change on February 1, annually

Please let me know if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jack Chaffin', written over a light gray circular stamp.

Jack Chaffin, AIA  
Partner



EXHIBIT “B”

COSTS FOR SCOPE OF SERVICES

**Camas Library Fee Analysis**

**September 12, 2023**

ITEM		PROPOSED	COMMENTS
<b>ARCHITECTURAL BASIC SERVICES</b>			
Concept and Discovery		\$ 63,000	
Design		\$ 86,000	
Documentation		\$ 77,000	
Bidding		\$ 12,000	
Construction Administration and Closeout		\$ 50,000	Assumes 4 month construction period
<b>TOTAL ARCHITECTURE</b>		<b>\$ 288,000</b>	
<b>EXTRA SERVICES</b>			
Furniture selection and procurement		\$ 10,000	
<b>REIMBURSABLES</b>		<b>\$ 1,000</b>	
<b>ENGINEERING AND SUB-CONSULTANTS</b>			
		<b>PROPOSED</b>	<b>COMMENTS</b>
Engineering included under the architectural contract except where noted:			
STRUCTURAL ENGINEERING		\$ 10,000	Will be billed hourly as a reimbursable
ELECTRICAL		\$ 51,000	
LANDSCAPE		\$ 40,800	Scope includes full courtyard design
COST ESTIMATE		\$ 21,420	
ENVELOPE		\$ 12,000	Will be billed hourly as a reimbursable
SPECIFICATION		\$ 28,000	
<b>TOTAL ENGINEERING AND SUB-CONSULTANTS</b>		<b>\$ 163,220</b>	
<b>REIMBURSABLES</b>		<b>\$ 500</b>	
<b>CONSULTANT FEE MARKUP 10%</b>		<b>\$ 16,322</b>	
<b>GRAND TOTAL:</b>		<b>\$ 479,042</b>	

EXHIBIT “C”

BILLING RATES



# ATTACHMENT B: 2023 HOURLY BILLING RATES

September 2023

EMPLOYEE	BILLING RATE
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PARTNERS

Ray Johnston	\$295
Mary Johnston	\$295
Jack Chaffin	\$240
Megan McKay	\$240
Alison Walker Brems	\$240
Mona Zellers	\$240

PRINCIPALS

Genevieve Theriault	\$190
David Fuchs	\$190
Amber French	\$190

ASSOCIATES

Lina Baker	\$175
John B. Simons	\$160
Maggie Ciaccio	\$160
Shane Leaman	\$150
Sarah Burk	\$145
Siyao Zhang	\$145

STAFF

Jay Johnston	\$170
Jesse Baiata-Nicolai	\$150
Elly Krutz	\$140
Sierra Borsari	\$140
Jesse Davis	\$140
Addison Peabody	\$120
Jen Kriegel	\$120

## EXHIBIT “D”

### TITLE VI ASSURANCES

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

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
- Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

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

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

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

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

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



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

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C.

§ 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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