



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

Self-Evaluation Plan (SEP) and ADA Transition Plan Update

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and PBS Engineering and Environmental LLC, 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 Self-Evaluation Plan (SEP) and ADA Transition Plan Update.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than September 30, 2025, 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 \$105,797.00 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.

All work product which may be produced or modified by the Consultant while performing the Services shall belong to the City, upon full payment of all monies owed to the Consultant 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 Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to 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 Consultants 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 bona fide 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 bona fide 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 Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant 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 Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; 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 Consultant, 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 Consultant is unable to certify to any of the statements in this contract, the Consultant shall attach an explanation to this contract.
 - c. The Consultant 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 Consultant 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 Consultant 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 Consultant is unable to certify to any of the statements in this contract, such Consultant 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. Consultant represents and warrants that the Consultant 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. Consultant 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 Consultant 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 Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant 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 Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
James Carothers
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: 360-817-7230
EMAIL: jcarothers@cityofcamas.us

Notices to Consultant shall be sent to the following address:

John Manix
PBS Engineering and Environmental LLC
4412 S Corbett Avenue
Portland OR 97239
PH: 503-248-1939
John.manix@pbsusa.com

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. If requested in writing by either the City or the Consultant, the City and the Consultant 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 counterparts, which counterparts shall collectively constitute the entire Agreement.

DATED this day of _____.

CITY OF CAMAS:

PBS Engineering and Environmental LLC:
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

EXHIBIT "A"
SCOPE OF SERVICES

February 7, 2025

James Carothers, PE, Engineering Manager
City of Camas
616 NE 4th Avenue
Camas, Washington 98607

Via email: jcarothers@cityofcamas.us

Regarding: February 7, 2025, Scope, Schedule, and Budget for the Self-Evaluation and ADA Plan Update
Camas, Washington
PBS Proposal 24011088

Dear Mr. Carothers:

PBS Engineering and Environmental LLC (PBS) is pleased to submit this proposed scope of work, schedule, and budget for the Self-Evaluation Plan Update (SEP Update) and Americans with Disabilities Act Transition Plan (ADA Plan Update) for the City of Camas, Washington (City). The scope, schedule and fee have been updated based on our meeting on February 4, 2025 relate to the City's inventory of the sidewalk curb ramps and GIS based photo images.

The February 07, 2025 proposal outlines our project approach, scope of work, schedule, and budget for PBS services based on our understanding of the project, information provided to us to date, and experience with similar projects. The project budget and schedule are attached for your review. The ADA Plan Update will comply with Chapter 29 of Section 504 and the Americans with Disability Act of the Washington State Department of Transportation (WSDOT) *Local Agency Guidelines Manual* (LAG).¹

PROJECT UNDERSTANDING AND APPROACH

The City seeks to update its current ADA Plan and SEP to be in compliance with grant application requirements. PBS will prepare an update to the SEP and the ADA Plan by September 2025. The ADA Plan Update will meet or exceed federal and state regulations and guidelines while staying true to the City's objectives. This ADA Plan Update will, at a minimum, align with the Title II requirements to include the following:

- Identify physical obstacles in the City's facilities that limit the accessibility of its programs or activities to individuals with disabilities. In 2020, the City had prepared a detailing inventory of the existing curb ramps in the city. The inventory will be used to identify physical obstacles.
- Describe the methodology that will be used to make the facilities accessible.
- Specify the schedule for taking the steps necessary to achieve compliance with the ADA, and if the time period is longer than one year, identify steps that will be taken during each year of the transition period.
- Continue efforts to fully comply with all aspects of the ADA and Section 504, including the administrative requirements of:
 - Identify the local agency's ADA Coordinator by name and include contact information

¹ WSDOT (Washington State Department of Transportation). (2023, September). *Local Agency Guidelines Manual*.

- The City's current ADA policy
- A grievance procedure for ADA complaints
- The ADA Transition Plan based on the self-evaluation results for programs and facilities
- A prioritization schedule for remediating assets that are not ADA compliant, including the City's commitment to complete the schedule by identifying the following:
 - The completion date for each item on the schedule;
 - A budget to be applied to the items on the prioritization schedule together with cost estimates for their remediation.
 - A summary of all the public involvement opportunities involved in the development of the plan.
 - A schedule of how the plan will be updated (every five years, for example).

SCOPE OF WORK

PBS proposes the following scope of work for the City's ADA Plan Update. The tasks in both the City's request for proposal and PBS-submitted proposal are listed in the scope of work but revised to best fit schedule and budget. The ADA Plan Update preparation will involve, but not limited to, the following key components and deliverables.

Task 1.0. Project Management

PBS will provide project management for the duration of the project to ensure the scope, schedule, and budget will be managed for successful completion.

Subtask 1.1. Kick-Off Meeting and Team Coordination

PBS will convene a kick-off meeting after the notice to proceed has been issued by the City. The meeting will introduce team members and their roles in the project. The kick-off meeting will be held in person at PBS offices in Vancouver. The scope, schedule, and budget will be reviewed and adjusted as necessary.

PBS will schedule team coordination meetings to address questions, comments, and concerns. The meetings will be with City and PBS project managers. The meetings will review progress, the schedule, and budget.

Subtask 1.2. Progress Reports and Invoicing

PBS will prepare a brief status report submitted with each invoice that includes:

- Budget summary
- Progress on each task
- Project milestones
- Issues affecting scope, schedule, and budget
- Client action items

Subtask 1.3. Administration and Quality Control

PBS project management will administrate daily activity such as team meetings, client communication, and actively assess quality control of the project deliverables to include accurate billing, technical evaluation, text editing, and graphics review.

Assumptions

- Meetings will be held virtually except for the kick-off meeting at PBS offices in Vancouver.
- The kick-off meeting will be held at PBS offices with the entire team of both the City and PBS.
- Team coordination meetings will be held virtually via Microsoft Teams with project management staff from the City and PBS.
- PBS will send out a meeting request for monthly meetings.
- Follow-up notes and action items listed will be sent out after the meeting. No meeting minutes will be prepared.
- PBS' project team will meet weekly to monitor progress and quality control evaluation.
- PBS assumes 10-half hour calls to address comments and questions throughout the project.

Deliverables

- Status reports with monthly invoices
- Follow-up meeting notes

Task 2.0. Public Involvement

Assumptions

- The City will serve as the media contact and will handle any press releases associated with the project.
- The City will perform up to two rounds of review on all PI deliverables.
- All materials will be created in English unless directed otherwise.

Subtask 2.1. Public Involvement Plan and Public Involvement Summary

In its Public Involvement Plan (PIP), PBS will lay out the participation strategies and metrics that will be used to engage the community, partners, and accessibility advocates and to gauge their effectiveness. This living document will also clarify roles, responsibilities, and timeliness, and will be updated as the project evolves. At the close of the project, PBS will create a comprehensive summary of activities and achievements in line with the PIP.

Assumptions

- PBS will prepare a PIP at the outset of the project and a public summary (part of the final report) at its close.

Deliverables

- Two drafts and final PIP
- Two drafts and final Public Involvement Summary

Subtask 2.2. Engage Camas Webpage and Virtual Open House

To keep the community updated and gather feedback, PBS will post regularly to a project webpage on the Engage Camas webpage. PBS will work with the City's Communications Director for permissions and access.

- The City will set up the initial project page.
- PBS will provide content, including project overview, "Who's Listening" section, and timeline.

- PBS will refresh the content for more depth and host a virtual open house with an online survey to gauge stakeholder uses, barriers, and priorities.
- PBS will provide a printed version of the virtual open house content and survey for those who may not have, prefer, or use the internet.
- The City will print and distribute the printed version as desired.
- PBS will create a summary of the virtual open house and online survey.

Deliverables

- Two drafts and final webpage content
- Two drafts and virtual open house content and online survey
- PDF of virtual open house content and survey

Subtask 2.3. Community Advisory Committee

So that PBS may speak directly to key stakeholders in the community, we will establish a Community Advisory Committee (CAC) made up of past contributors and new participants who are interested in or affected by this project.

Assumptions

- PBS and the City will develop a list of up to 12 community members, partners, and accessibility advocates with their contact information.
- PBS will create a CAC invitation in letter and email formats.
- The City will reach out to the CAC by letter and/or email and will cover any related printing and postage.
- The City will handle stakeholder correspondence, including interest, RSVPs, and questions.
- Meetings may include site visits, in-person meetings, and virtual meetings.
- The City will assist with securing a meeting space and setting up virtual meetings and will cover the costs of any associated fees.
- Meetings will last up to 1.5 hours.
- Up to two PBS team members and at least one City representative will attend each meeting.
- The CAC will meet up to three times over the course of the project, with the anticipated purposes:
 - 1. Give a project overview, review the last update, and preview the online survey.
 - 2. Review survey results, prioritize ADA upgrades for the ADA Plan Update, and/or visit key sites.
 - 3. Gather input on the draft ADA Plan Update.
- PBS will create an agenda and assemble any needed materials for each meeting.
- PBS will create summaries of each meeting.

Deliverables

- CAC roster with contact information
- Two drafts and final CAC invitation in letter and email formats

- Two drafts and final CAC agenda and materials
- Two drafts and final meeting summaries

Subtask 2.4. Communications and Promotion

To engage the widest audience possible, a variety of outreach strategies will be used, as outlined below.

Assumptions

- PBS will provide social media graphics with a written blurb up to five times throughout the course of the project, including participation opportunities. These graphics and blurbs can be reused as Engage Camas content.
- PBS will create a mailer publicizing the project and virtual open house.
- The City will determine mailer format and mailing list, oversee printing, and cover printing and postage costs.

Deliverables

- Two drafts and final social media/website posts (up to five), including JPG graphics and Word blurbs
- Two drafts and PDF final mailer

Subtask 2.5. City Council Update

PBS will provide a project update to the City Council at a time preferred by the City, anticipated to be delivered when the draft plan update is complete.

Assumptions

- PBS will provide City staff with PowerPoint presentation material for one City Council meeting.
- PBS staff will not attend the City Council meeting.
- The City will print and distribute any printed materials needed.

Deliverables

- Two drafts and final PowerPoint presentation

Task 3. Update SEP

The SEP will be updated to ensure it meets the needs of the community as well as WSDOT and ADA guidelines.

Subtask 3.1. Review Existing SEP for Missing Information

The existing SEP will be reviewed in detail against the WSDOT LAG, WSDOT ADA Transition Plan Evaluation Rubric (ADA Rubric), and ADA Title II Regulations.

Subtask 3.2. Review of Existing City Policies and Processes

PBS will review existing City policies and processes in the City's Comprehensive Plan and Municipal Code to make sure they meet WSDOT and ADA guidelines that includes:

- Review and update current City ADA policy
- Alteration in the public right-of-way that triggers ADA upgrades

- Safer harbor for alterations
- Maximum extent feasibility policy
- Roadways without sidewalks
- Accessible pedestrian signals (APS) policy

Subtask 3.3. Review of Current Standard Plans

Compare City standard plans to current Public Right-of-Way ADA Guidelines (PROWAG).

Subtask 3.4. Inventory of High-Priority Locations

The inventory will utilize the City's 2020 GIS based inventory of curb ramps as the basis of identifying ADA barriers. The 2020 GIS inventory provides reasonable information of the existing conditions of curb ramps, sidewalks, and traffic signals. Camas is a compact city, allowing for field observations when the current conditions are not available through the 2020 GIS inventory. The 2020 GIS inventory appears very complete and very little time will be needed to field verify existing conditions

PBS proposes coordinating with Precision Concrete Cutting to address tripping hazards and ADA barriers. Its services include producing an inventory of sidewalks to identify uplifted sidewalks causing tripping hazards and ADA barriers.

Subtask 3.5. Mapping Data Collected in the Field Inventory

PBS will update the 2020 inventory with field data at high-priority locations not in the inventory.

Subtask 3.6. Update SEP

PBS will update the existing SEP report with the PI information; review policy, processes and standards results; and inventory data mapping. The report will be formatted for future updates.

Assumptions

- PBS will provide 8 hours of staff time for review of 2020 inventory. PBS has only one view of the 2020 inventory and assumes it user friendly data.
- PBS will follow up with additional inventory as needed and clarification (assume 4 hours). Based on 2020 inventory, schedule and budget, field work will be kept to a minimum.
- Measurements of specific grades on ramps will not be collected
- Items in the 2020 inventory are to be included in the SEP:
 - Curb ramps at intersections
 - Pedestrian traffic signals push buttons. This assumes the inventory provides a good view of the pedestrian push buttons.
 - Sidewalks based on citizen input. It will not include inventory of missing sidewalks.
- The updated report will follow the format of the original SEP.

Deliverables

- Prepare 2 drafts of SEP documents, ensuring they can be readily updated in the future
- Mapped data collected in the 2020 inventory

Task 4. ADA Plan Update

Update the ADA Plan to identify and prioritize current pedestrian barriers, provide scope, schedule, and budget for barrier removal, as well as establish procedures for addressing future accessibility issues.

Subtask 4.1. Review Existing ADA Plan

The existing ADA Plan will be reviewed in detail against the WSDOT LAG, ADA Rubric, and ADA Title II Regulations.

Subtask 4.2. Prioritize ADA Improvements to Curb Ramps, Traffic Signals, and Sidewalks

Prioritize ADA improvements to curb ramps, traffic signals, and sidewalks based on PI input and locations near important destinations such as services to the disabled community or transit services.

For this update, sidewalk barriers will focus on uplifted sidewalk that can be ground to meet ADA grades by Precision Concrete Cutting or equivalent services.

Subtask 4.3. Map Projects Using GIS

Based on prioritization, 2020 inventory and project scoping, ADA improvement projects will be mapped using GIS.

Subtask 4.4. Update Scope of Work for ADA Improvements

This includes a reference to a standard detail that best describes the type of curb ramp, sidewalk section, and traffic signal push button to be installed.

Subtask 4.5. Update Planning-Level Cost Estimates

The cost estimate will be based on the conceptual scope of work (30%) for improvements to each high-priority location.

Subtask 4.6 Update a Planning-Level Schedule

Prepare a planning-level schedule for improvements to each high-priority location. This typically requires an annual budget or funding source.

Subtask 4.7. Prepare ADA Plan Update documents

Prepare ADA Plan Update documents that includes:

- Policy and procedures recommendations, description of goals and objectives, summaries of stakeholders/public input, and funding strategies.
- ADA improvements.
- ADA improvement budget.
- ADA improvement schedule.
- PBS will prepare 2 drafts of the ADA Plan Update documents, ensuring they are readily updated in the future.

LIMITATIONS OF SCOPE

- Existing facilities will be analyzed via 2020 inventory. The analysis will look at each location based on visual inspections of presence of ramps, detectable warning surfaces, sidewalk, or conditions of facilities that fail due to functional condition. Facilities will not be evaluated in detail using in-person slope measurement or documentation via WSDOT ADA Criteria Checklist.

- The Plan does not include unincorporated areas within the City.
- The SEP and ADA Plan Updates will be based on 2020 inventory and limited field inspection.
- The proposal does not include annual updates as recommended by the Federal Highway Administration but will be prepared to facilitate future updates.
- The SEP and ADA Plan address corner ramps and traffic signals at a minimum. Sidewalk tripping hazards are proposed to be addressed by Precision Concrete Cutting.
- The SEP and ADA Plan Update will address high-priority locations. Future updates will address lower priority locations.
- No detailed design of curb ramps, signal designs, or sidewalks will be prepared as part of this contract.
- Inventory of missing sidewalks will be addressed in the City's pedestrian planning

ASSUMPTIONS

The SEP and ADA Plan Update will be based on the following assumptions.

- Both plans will be updated within seven months of notice to proceed.
- The City will prepare all public notifications of meetings, including press releases, webpage updates, and posting notifications of meetings at important locations.
- The City has a method to fund ADA improvements to be used to develop a schedule to complete the work.
- The City will provide technical input and review/comment of documents.
- The City will provide two review iterations.
- The survey will be a maximum of 10 questions and will be provided in English. The City will be responsible for translating the survey into other languages it desires. PBS will not perform data analysis on any survey responses from surveys.
- PBS will provide an electronic version of a draft and final SEP and ADA Plan Update and a summary of public outreach in PDF format. The City will handle distribution of the final ADA Plan.
- The City will identify the ADA/504 Coordinator.

DELIVERABLES

PBS will deliver the following:

- Updated SEP (2 drafts and final)
- Updated ADA Transition Plan (2 drafts and final)
- Summary of public outreach

COMPENSATION

PBS proposes to provide the scope of work on a time and materials basis. The following outlines the estimated costs associated with the scope services.

PBS Labor	\$105,597
PBS Expenses	\$200
Total Estimated Costs	\$105,797

This cost estimate includes all labor, materials, transportation, equipment, and other expenses required to complete the work described.

The fees and terms under which these services are provided will be in accordance with the attached PBS General Terms and Conditions for Professional Services (Rev. 09/2024). The Terms and Conditions and this proposal constitute the entire agreement (Agreement) between the parties and may not be changed without prior written consent of the parties.

The pricing and other information contained in this proposal document are proprietary and shall not be duplicated, used, or disclosed, in whole or in part, to other parties without the permission of PBS.

SCHEDULE

PBS is available to begin work on this project immediately upon receipt of a signed copy of this Agreement. The scope of work will be completed approximately seven months after authorization to proceed.

JOBSITE SAFETY

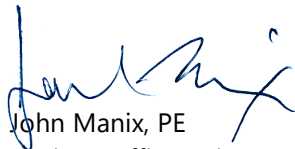
At PBS, we are committed to keeping our employees, clients, contractors, and communities safe and healthy. All work that PBS employees perform is conducted following federal, state, and local safety guidelines.

APPROVAL

Please indicate acceptance of this Agreement by returning a signed copy of this Agreement or a purchase order incorporating the terms and conditions of this Agreement.

Please feel free to contact me at 360.567.2117 or john.manix@pbsusa.com with any questions or comments.

Sincerely,



John Manix, PE
Senior Traffic Engineer
PBS Engineering and Environmental LLC

Attachments: Exhibit B: Fee Breakdown
Project Schedule
Terms and Conditions

EXHIBIT "B"
COSTS FOR SCOPE OF SERVICES

EXHIBIT B

Camas ADA Plan Update	PBS Engineering and Environmental Staff										Expense	TOTAL
	Senior Traffic Engineer VII	Engineer IV	Engineer I	GIS Analyst (Eng 1)	Public Involvement Manger	Public Involvement III	Graphic Artist	Editor I	Administrator III			
Task 1: Project Management												30,062.00
Subtask 1.1: Kick-Off Meeting and Team Coordination	10.00	20.00	20.00	4.00	4.00	4.00						10,698.00
Subtask 1.2: Progress Reports and Invoicing	8.00	16.00						2.00	4.00			5,580.00
Subtask 1.3: Administraion and Quality Control	10.00	50.00	8.00	4.00				4.00				13,784.00
Task 2: Public Involvement (PI)												33,960.00
Subtask 2.1: Public Involvement Plan and Summary	4.00				16.00			2.00				3,980.00
Subtask 2.2: Engage Camas Webpage & Virtual Open House	4.00				32.00		24.00	4.00				10,020.00
Subtask 2.3: Community Advisory Committee	18.00				32.00		12.00	2.00				11,570.00
Subtask 2.4: Communications and Promotion	4.00				12.00		12.00	2.00				4,780.00
Subtask 2.5: City Council Update	2.00				8.00		12.00	2.00				3,610.00
Task 3: Update Self-Evaluation Plan												13,868.00
Subtask 3.1: Review Existing SEP	2.00	4.00										1,210.00
Subtask 3.2: Review of Existing City Policies and Processes	1.00	2.00	4.00									1,173.00
Subtask 3.3: Review of Current Standard Plans	1.00	2.00	4.00									1,173.00
Subtask 3.4: Inventory of High Priority Locations	4.00	4.00	8.00									2,816.00
Subtask 3.5: Mapping Data Collected in the Field Inventory	2.00	4.00	8.00	4.00								2,914.00
Subtask 3.6: Update Self-Evaluation Report	2.00	8.00	16.00					3.00				4,582.00
Task 4: ADA Plan Update												24,439.00
Subtask 4.1: Review Existing ADA Plan	2.00	4.00										1,210.00
Subtask 4.2: Prioritize ADA ilmprovements to Curb Ramps, Traffic Signals, and Sidewalks	1.00	4.00	6.00									1,827.00
Subtask 4.3: Map Projects using GIS	2.00	4.00	8.00	16.00								4,618.00
Subtask 4.4: Update Scope of Work for ADA Improvements	2.00	16.00	8.00									4,566.00
Subtask 4.5: Update Planning Level Cost Estimates	2.00	16.00	4.00									3,998.00
Subtask 4.6: Update a Planning Level Schedule	2.00	16.00	4.00									3,998.00
Subtask 4.7: Prepare ADA Plan Update Documents	2.00	8.00	16.00									4,222.00
Reimbursable Expenses												3,468.00
Copies												0.00
Expenses										200.00		200.00
Travel	2.00	2.00	4.00		6.00	6.00						3,268.00
TOTAL HOURS	87.00	180.00	118.00	28.00	110.00	10.00	60.00	21.00	4.00			
MAX HOURLY RATES	235.00	185.00	142.00	142.00	175.00	135.00	125.00	120.00	125.00			
TOTAL DOLLARS	\$ 20,445.00	\$ 33,300.00	\$ 16,756.00	\$ 3,976.00	\$ 19,250.00	\$ 1,350.00	\$ 7,500.00	\$ 2,520.00	\$ 500.00	\$ 200.00		\$ 105,797.00

EXHIBIT "C"
BILLING RATES

See Exhibit "B" - Cost for Scope of Services

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 Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. **Compliance with Regulations:** The Consultant (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 Consultant, 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 subConsultants, including procurements of materials and leases of equipment. The Consultant 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 Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subConsultant or supplier will be notified by the Consultant of the Consultant'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 Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant 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 Consultant'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 Consultant under the contract until the Consultant complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subConsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant 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 Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) 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 Consultants, 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).