



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

(Aeration Air and Blower Motor Control)

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Carollo Engineers, Inc.**, 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 **Aeration Air and Blower Motor Control.**
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 **July 30, 2020**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "A"** 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.
 - 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 Name 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 within thirty (30) days of receipt. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for

a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. Documents, including drawings and specifications, prepared by the Consultant pursuant to this Agreement are not intended or represent to be suitable for reuse by the City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by the Consultant for the specific purpose intended will be at the City's sole risk and without liability of legal exposure to the Consultant.
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. The Consultant shall indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent caused by Consultant's negligence in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability 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 agent, representatives, employees or subconsultants.

Consultant shall obtain insurance of types and amounts described below:

- b. No Limitation. Consultant's maintenance of insurance as required by this 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 amounts 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 covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services

Office(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance in the amount of no less than \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operation aggregate limit shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, products-completed operations, personal injury, and liability assumed under an insured contract.
 3. Professional Liability insurance appropriate to the consultant's profession in the amount of no less than \$1,000,000.00 per claim and \$1,000,000.00 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 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 Consultant 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 contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- i. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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

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

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

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

- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
- Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
- Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
- 49 CFR Part 21
- 23 CFR Part 200
- RCW 49.60.180

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

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.

13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the

Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City. Notwithstanding the foregoing, the Consultant shall be entitled to keep one (1) copy of all deliverables, as well as any information that the Consultant used, relied upon and/or incorporated into the noted deliverable, in accordance with the standard of care. The Consultant shall hold all such retained information in accordance with the requirements of Section 12 hereunder.

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 BOARD.
- d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the BOARD for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
 - b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
- Sam Adams, PE
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: 360-817-7003
FX: XXX
EMAIL: sadams@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Dan Reisinger, PE
Carollo Engineers, Inc.
1218 3rd Avenue, Suite 1600
Seattle, WA 98101
PH: 206-538-5156
FX: XXX
EMAIL: dreisinger@carollo.com

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The artibrator's decision shall be final and legally binding and judgment be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.
23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.
27. Standard of Care. The Consultant shall complete the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar circumstances, in the State of Washington.
28. City-Provided Information and Services. The City shall furnish the Consultant available studies, reports and other data pertinent to the Consultant's services; obtain or authorize the Consultant to obtain or provide additional reports and data as required; furnish to the Consultant services of others required for the performance of the Consultant's services hereunder, and the Consultant

shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Consultant's services under this Agreement.

29. Access. The City shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services hereunder.
30. Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates.
31. Third Parties. The services to be performed by the Consultant are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on the Consultant's performance of its services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Consultant's services hereunder."

DATED this _____ day of _____, 2020.

CITY OF CAMAS:

CONSULTANT:
Authorized Representative

By _____

By Lara Kammereck

Print Name _____

Print Name Lara R. Kammereck, PE. PMP

Title _____

Title Vice President, Senior Project Manager

Approved as to Form:

City Attorney

**EXHIBIT “A”
SCOPE OF SERVICES**

EXHIBIT A
SCOPE OF SERVICES
Aeration Air and Blower Motor Assessment
CITY OF CAMAS

SCOPE OF SERVICES

The following Scope of Services has been developed to assist the City of Camas (City) with its assessment of the aeration air blower(s) controls and motors. The current blower controls limit the operational range, capacity and efficient operation of the aeration air delivery system. The existing motors have a failure rate significantly higher than expected. The objective of this project is to provide alternatives to improve capacity and control of the existing blowers, and to evaluate potential causes of premature blower motor failures to improve the reliability of existing blower motors.

The following tasks under this Scope of Services have been prepared based on Carollo Engineer's (Consultant) current understanding of the proposed project, previous experience by the Consultant team members, and discussions with City staff.

PROJECT ASSUMPTIONS

- Carollo Engineers, Inc. and its subconsultants, including work performed by them, will be referred to as "Consultant" in this document.
- The City of Camas and its staff will be referred to as "City" in this document.
- All meetings will be held at the City offices. Some workshops will be held via web conference, as specified below.
- Draft and Final Technical Memoranda will be provided electronically (PDF and/or Microsoft Word, as directed by City).
- Meeting notes and related materials will be transmitted electronically in PDF format via email.
- The City will print and produce additional copies of all documents as necessary for its use.
- The City will provide available information related to the project and as requested by the Consultant in a timely manner.
- Web conferencing and teleconferencing will be used to discuss project coordination and for some presentations to the City in lieu of the meetings at the City.
- Any additional subcontractor or third-party field electrical testing (harmonic measurement or waveform capture at VFD output/blower motor input) will be coordinated and paid by City. Consultant will assist City with review and selection of testing firm. Consultant will review field test results and incorporate findings in TM.

TASKS

To meet the objectives of this scope of services, the Consultant shall complete the tasks as summarized in the table below and discussed in detail in the text that follows.

Task	Title
TASK 4000	Aeration Air and Blower Motor Assessment
Task 4010	Aeration Air and Blower Motor Assessment and Alternatives Development

TASK 4000 – Aeration Air and Blower Motor Assessment

This Task addresses the inability of the plant to operate more than one blower in parallel and will address the issues and identify alternatives to improve blower motor reliability.

Task 4010 – Aeration Air and Blower Motor Assessment and Alternatives Development

The objective of this task is to review the operation and control of the existing air aeration system and provide alternatives to improve aeration air supply. The existing motor specifications, installation details, and available historical test reports/data will be evaluated to identify electrical issues related to existing blower motor performance. Alternatives for improvements will be provided to increase blower motor reliability. Development of a technical memorandum (TM) documenting the evaluations, findings, and recommended alternatives will be provided.

Task 4010 Subtasks

Activities

4011. *Data review:* Review the following information provided by the City:

- Existing blower and motor cutsheets, installation details, nameplates, and age.
- Operational Data on Blower Motors.
- Blower VFD schematics.
- Historical reports and testing data, including previous theories on the nature of blower motor failures.
- One year of daily or hourly air demands and motor current readings.
- Existing blower operational protocols and set points.
- Drawings/Specifications detailing recent upgrades and currently installed systems.

4012. *Blower Operation and Motor Review Meeting.* Upon completion of the data review conduct a 2-hour Workshop with Plant Staff:

- Confirm Engineers review and understanding of the information provided by the City related to both aeration air control and blower motor failure issues/test reports, and highlight/request any additional information or data needs.
- Obtain Plant input on understanding of existing blower control strategies and condition of existing and previous blower components.
- Confirm operational goals for blower optimization.
- Provide field testing guidelines for manually testing turn-down of blower.

4013. *Alternatives Development:*

- Develop two planning level alternatives with Plant Staff to address blower capacity/control limitations and blower motor reliability.
- Provide comparative planning level costs for each alternative.
- Document aeration air and blower motor assessment review, alternatives, and decisions in a TM. TM is assumed to be between 8 and 10 pages.

4014. *Alternatives Review Meeting.* Upon completion of the alternatives development review with City the alternatives and select a preferred alternative.

4015. *Preferred Alternative:*

- Provide 15% design level documents for preferred alternative including preliminary equipment specifications, if required, P&ID(s), one-line(s), and/or electrical plan drawing developed to a 15% level of completeness. The purpose of this submittal is to more clearly delineate the basis of costs associated with selected alternative improvement.
- P&ID(s) will be shown as modifications to existing P&IDs and/or loop diagrams where available. Drawings will be shown as bluebeam mark-ups on existing City record documents.
- Develop documentation to receive energy conservation grants if available. Assume 8 hours for budgeting purposes.

Meetings

- Blower Operation and Motor Review Meeting.
- Alternatives Review Meeting.

Deliverables

- Draft and Final Meeting Agenda.
- Workshop Materials.
- Draft and Final Meeting Notes.
- Draft and Final Blower Assessment TM.

TIME OF PERFORMANCE

Work to be completed within 4 months of notice to proceed.

PAYMENT

Service to be performed on a time and material basis, invoiced monthly in accordance with the Agreement for Professional Services, with a not to exceed Total Price limit of forty nine thousand nineteen (\$49,019).

Exhibit B
Level of Effort

TASK / DESCRIPTION		Project Manager, Dan Reisinger, Senior Professional, Alan Straub, Project Professional, E&C Staff, E&C Principal, Designer, Technician, GIS, Clerical/WP											Total Hours	Carollo Labor Cost	OTHER DIRECT COSTS			TOTAL COST
		\$ 176	\$ 195	\$ 176	\$ 195	\$ 176	\$ 195	\$ 226	\$ 137	\$ 95	Travel and Printing	PECE			Total ODC			
Total Labor Rate																		
Task 1010 - Project Management																		
1013	Project Administration	2											2					
1010	Subtotal - Task 1010	2	0	0	0	0	0	0	0	0	0	0	2	\$ 23	\$ 23	\$ 47	\$ 589	
Task 4010-Aeration Air and Blower MotorAssessment																		
4011	Data Review		4		6									\$ -	\$ 117	\$ 117	\$ 2,067	
Blower Operation Confirmatio																		
4012	Meeting		8		8		4							\$ 400	\$ 234	\$ 634	\$ 4,658	
4013	Alternatives Development		32		60								4	\$ -	\$ 1,123	\$ 1,123	\$ 19,443	
4014	Alternatives Review Meeting		8	4	8									\$ 1,000	\$ 234	\$ 1,234	\$ 5,058	
4015	Preferred Alternative	4	24	12	32		8		2	4				\$ -	\$ 1,006	\$ 1,006	\$ 17,204	
4010	Subtotal - Task 4010	4	76	16	114	12	2	8	2	2	8			\$ 1,400	\$ 2,714	\$ 4,114	\$ 48,430	
4000	Total - Task 4000	6	76	16	114	12	2	10	2	2	10			\$ 1,423	\$ 2,738	\$ 4,161	\$ 49,019	

EXHIBIT D
SCOPE OF SERVICES
Aeration Air and Blower Motor Assessment
CITY OF CAMAS

SCOPE OF SERVICES

The following Scope of Services has been developed to assist the City of Camas (City) with its assessment of the aeration air blower(s) controls and motors. The current blower controls limit the operational range, capacity and efficient operation of the aeration air delivery system. The existing motors have a failure rate significantly higher than expected. The objective of this project is to provide alternatives to improve capacity and control of the existing blowers, and to evaluate potential causes of premature blower motor failures to improve the reliability of existing blower motors.

The following tasks under this Scope of Services have been prepared based on Carollo Engineer's (Consultant) current understanding of the proposed project, previous experience by the Consultant team members, and discussions with City staff.

PROJECT ASSUMPTIONS

- Carollo Engineers, Inc. and its subconsultants, including work performed by them, will be referred to as "Consultant" in this document.
- The City of Camas and its staff will be referred to as "City" in this document.
- All meetings will be held at the City offices. Some workshops will be held via web conference, as specified below.
- Draft and Final Technical Memoranda will be provided electronically (PDF and/or Microsoft Word, as directed by City).
- Meeting notes and related materials will be transmitted electronically in PDF format via email.
- The City will print and produce additional copies of all documents as necessary for its use.
- The City will provide available information related to the project and as requested by the Consultant in a timely manner.
- Web conferencing and teleconferencing will be used to discuss project coordination and for some presentations to the City in lieu of the meetings at the City.
- Any additional subcontractor or third-party field electrical testing (harmonic measurement or waveform capture at VFD output/blower motor input) will be coordinated and paid by City. Consultant will assist City with review and selection of testing firm. Consultant will review field test results and incorporate findings in TM.

EXHIBIT C

TITLE VI ASSURANCES

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

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

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

