CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

PROJECT NO. **WTR26005**

PUBLIC WORKS OPERATIONS FACILITY STUDY

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and **Scott Edwards Architecture LLP**, 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 **Public Works Operations Facility Study**.

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 **May 31, 2027**, 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 **$187,400.00** 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 bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

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

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

12. Confidentiality. The 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:

    Scott Collins, P.E.
    City of Camas
    616 NE 4th Avenue
    Camas, WA 98607
    PH: 360-817-7899
    EMAIL: scollins@cityofcamas.us

    Notices to Consultant shall be sent to the following address:

    Sid L. Scott
    Scott Edwards Architecture LLP
    2525 E Burnside St.
    Portland, OR 97214
    PH: 503-226-3617
    EMAIL: sid@seallp.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 _____, 20__.

CITY OF CAMAS:	**Scott Edwards Architecture, LLP** Authorized Representative
By _____	By _____
Print Name _____	Print Name _____
Title _____	Title _____
	Date _____

EXHIBIT “A”
SCOPE OF SERVICES

Scott
Edwards
Architecture

September 28, 2026

Scott Collins, Public Works Director
City of Camas, Public Works Department
Via Email: SCollins@cityofcamas.us

RE: PROPOSAL FOR THE CITY OF CAMAS PUBLIC WORKS OPERATIONS FACILITY STUDY

Scott,

Scott Edwards Architecture (SEA) is pleased to provide this proposal to the City of Camas for architectural services for a study to relocate the Camas Public Works Operations Facility. We look forward to working with you towards the success of this project.

PROJECT SCOPE

The City of Camas intends to study options to relocate the existing Public Works Operations Center, currently located at 1620 SE 8th Avenue, Camas, WA., to a new consolidated facility location within the city. The locations under consideration are the UL Site and Weakley Road Site. The preferred option is to develop the UL Site and if it is determined that is not a viable option, the study will switch focus to the Weakley Road Site.

The UL Site is being considered as a location for a new City Complex that would include City Hall and the Public Works Operations Center. The Weakley Road Site is being considered for a new Public Works Operations Center only.

The City of Camas is developing a City Hall Facility Planning study concurrently with this study. We will coordinate with LSW Architects' work as this study develops.

The City of Camas Public Works Operations Facility study completed by TCF Architecture and dated December 21, 2021, will be used as the starting point for assessing the space needs for the Public Works Department.

Services in this proposal include program validation and refinement, site master planning, conceptual design and preliminary civil engineering, phasing plan, cost estimating, and assistance with funding options.

Team members for this phase of the project will be:

Scott Edwards Architecture	Architect
HHPR	Civil
Holmes	Structural
Windsor	MEP
DCW	Cost Estimating
GEL	Funding Options

SCOPE OF SERVICES

01 Kick-off Meeting

- **A** Formalize understanding of the project goals and schedule.
- **B** Establish procedures, lines of communication and decision making. Define roles and responsibilities within the project team.
- **C** Define makeup of City staff and stakeholders. Establish the Project Team (PT).
- **D** Review and refine Work Plan to outline the steps of the project.
- **E** Review previously developed Needs Assessment and Program. Identify any adjustments or adaptations needed.

02 Research & Analysis

- **A** Research and analysis of zoning code requirements.
- **B** Gather information from the City of Camas and other local jurisdictions related to the subject properties.
- **C** Map existing site conditions and prepare a site assessment.
- **D** Attend visioning sessions with the City Hall team.

03 Programming Validation

- **A** Move-in and Understand – We will spend a day at your current facility observing the current operations to assess how the facility works and assess potential needs moving forward.
- **B** Visit the UL Site and Weakly Road Site with the PT to discuss existing conditions and potential development strategies.
- **C** Tour of similar Public Works Operations Facilities in the region. We recommend the City of Wilsonville, City of Oregon City, and the City of Lake Oswego Public Works Operations Centers.
- **D** Meet with the Department Heads to discuss the project and review the approach and process.
- **E** Meet with each of the Public Works Departments individually to review the prior programming and update as needed.
- **F** Develop a refined Needs Assessment and Program. Meet with the PT and revise as needed.

04 Conceptual Planning, Preliminary Engineering & Phasing Plan

- **A** Based on the updated Needs Assessment and Program, develop conceptual site and building plan options for the UL Site in coordination with the City Hall Planning effort. This planning effort will be based on high level conceptual design options that show general layout and relationships.
- **B** Identify design and construction opportunities and challenges.
- **C** Develop potential shared space opportunities.
- **D** Consider phasing options for the proposed development.
- **E** Coordinate with LSW's structural assessment of the existing building.
- **F** Meet with the PT and review options and revise as needed.
- **G** Select the preferred option.

05 Cost Estimating, Funding Options & Next Steps

- **A** Prepare a conceptual construction cost estimate.
- **B** GEL to work with City finance staff to discuss options for funding the project.
- **C** Review with the PT and revise as needed.
- **D** Meet with the City Council to present study.
- **E** Meet with the PT to establish next steps.

EXCLUSIONS TO SCOPE OF SERVICE

01 Full project design.
02 Additional other site studies.
03 Land use application.
04 Traffic impact study.
05 Geotechnical investigations (soils structural report).
06 Topographic survey.
07 Wetland delineation.
08 Infiltration testing.
09 Environmental studies.
10 Community Public Engagement.

FEES

We propose providing the services outlined above on an hourly basis with the not-to-exceed (NTE) amount of $187,400, not including reimbursable expenses. Our time will be billed per the Standard Billing Schedule based on the estimated fees below.

Estimate Fees by Team Member:

Architectural	$108,440
Civil Engineering	$ 16,200
Structural Engineering	$ 12,600
MEP Engineering	$ 17,360
Cost Estimating	$ 15,800
Funding Options	$ 17,000
Total Estimate NTE Fees	$187,400

Estimated Fees by Phases:

	Phase	Hours	Rate/Hour	Total
01	Kick-off Meeting			
	Principal	10	$260	$ 2,600
	Project Manager	16	$220	$ 3,520
	Project Architect	10	$200	$ 2,000
	Civil Engineering			$ 1,200
	Phase Sub-total			$ 9,320
02	Research & Analysis			
	Principal	14	$260	$ 3,640
	Project Manager	32	$220	$ 7,040
	Project Architect	24	$200	$ 4,800
	Civil Engineering			$ 4,000
	Structural Engineering			$ 4,200
	MEP Engineering			$ 5,800
	Phase Sub-total			$29,480

EXHIBIT “B”
COSTS FOR SCOPE OF SERVICES

EXCLUSIONS TO SCOPE OF SERVICE

01 Full project design.
02 Additional other site studies.
03 Land use application.
04 Traffic impact study.
05 Geotechnical investigations (soils structural report).
06 Topographic survey.
07 Wetland delineation.
08 Infiltration testing.
09 Environmental studies.
10 Community Public Engagement.

FEES

We propose providing the services outlined above on an hourly basis with the not-to-exceed (NTE) amount of $187,400, not including reimbursable expenses. Our time will be billed per the Standard Billing Schedule based on the estimated fees below.

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	Civil Engineering			$ 1,200
	Phase Sub-total			$ 9,320
02	Research & Analysis			
	Principal	14	$260	$ 3,640
	Project Manager	32	$220	$ 7,040
	Project Architect	24	$200	$ 4,800
	Civil Engineering			$ 4,000
	Structural Engineering			$ 4,200
	MEP Engineering			$ 5,800
	Phase Sub-total			$29,480

03	Programming Validation			
	Principal	20	$260	$ 5,200
	Project Manager	44	$220	$ 9,680
	Project Architect	24	$200	$ 4,800
	Phase Sub-total			$19,680
04	Conceptual Planning			
	Principal	52	$260	$13,520
	Project Manager	78	$220	$17,160
	Project Architect	48	$200	$ 9,600
	Designer	86	$140	$12,040
	Civil Engineering			$ 9,800
	Structural Engineering			$ 7,200
	MEP Engineering			$ 9,760
	Phase Sub-total			$79,080
05	Cost Estimating & Funding Options			
	Principal	24	$260	$ 6,240
	Project Manager	30	$220	$ 6,600
	Civil Engineering			$ 1,200
	Structural Engineering			$ 1,200
	MEP Engineering			$ 1,800
	Cost Estimating			$15,800
	Funding Options			$17,000
	Phase Sub-total			$49,840

STANDARD BILLING SCHEDULE

Principal	$260 per hour
Project Manager	$220 per hour
Project Architect	$200 per hour
Specification Writer	$170 per hour
Sustainability Lead	$180 per hour
Interior Designer	$180 per hour
Designer	$140 per hour

REIMBURSABLE EXPENSES

Printing, plotting, shipping, travel, long distance communication and application fees paid on your behalf are billed at 1.10 times direct expense in addition to professional fees. We anticipate the reimbursable expenses for your project will be $3,500.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal shall be considered additional services and will be billed at the hourly rates listed above.

EXHIBIT "C"
BILLING RATES

03	Programming Validation			
	Principal	20	$260	$ 5,200
	Project Manager	44	$220	$ 9,680
	Project Architect	24	$200	$ 4,800
	Phase Sub-total			$19,680
04	Conceptual Planning			
	Principal	52	$260	$13,520
	Project Manager	78	$220	$17,160
	Project Architect	48	$200	$ 9,600
	Designer	86	$140	$12,040
	Civil Engineering			$ 9,800
	Structural Engineering			$ 7,200
	MEP Engineering			$ 9,760
	Phase Sub-total			$79,080
05	Cost Estimating & Funding Options			
	Principal	24	$260	$ 6,240
	Project Manager	30	$220	$ 6,600
	Civil Engineering			$ 1,200
	Structural Engineering			$ 1,200
	MEP Engineering			$ 1,800
	Cost Estimating			$15,800
	Funding Options			$17,000
	Phase Sub-total			$49,840

STANDARD BILLING SCHEDULE

Principal	$260 per hour
Project Manager	$220 per hour
Project Architect	$200 per hour
Specification Writer	$170 per hour
Sustainability Lead	$180 per hour
Interior Designer	$180 per hour
Designer	$140 per hour

REIMBURSABLE EXPENSES

Printing, plotting, shipping, travel, long distance communication and application fees paid on your behalf are billed at 1.10 times direct expense in addition to professional fees. We anticipate the reimbursable expenses for your project will be $3,500.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal shall be considered additional services and will be billed at the hourly rates listed above.

TIMELINE

The services outlined in this proposal are assumed to take six (6) months, from October 2026 through March 2027.

I appreciate your consideration of this proposal and look forward to working with you.

Sincerely,

Sid L. Scott, Principal

9.28.26

Date

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 succors 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 of 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).