



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

PROJECT NO. TBD

Legacy Lands Master Plan

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and GreenWorks, P.C., 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 Legacy Land Master Plan.
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 December 31, 2024, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed \$166,652 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:
Trang Lam
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: 360-817-7037
EMAIL: TLAM@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Ben Johnson
GreenWorks, P.C.
110 SE Main Street, Suite 100
Portland, OR 97214
PH: 503-222-5612
EMAIL: benj@greenworkspc.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:

GreenWorks, P.C.:
Authorized Representative

By _____

DocuSigned by:
By Ben Johnson
29A38F0471E246C...

Print Name _____

Print Name Ben Johnson

Title _____

Title Principal

Date 2/29/2024

EXHIBIT "A"
SCOPE OF SERVICES



January 16, 2024

Trang Lam
Parks and Recreation Director
City of Camas

Re: **Legacy Lands Master Plan**
Landscape Architectural Services Proposal

Dear Trang,

Thank you for the opportunity to continue working with the City of Camas. This project includes Master Planning and Public Engagement for the Legacy Lands, which is approximately 150 acres of public open space along the North shore of Lacamas Lake. We have put the following proposal together based on our knowledge of the project and conversations with you. The following is the consultant team assembled to perform the work:

GreenWorks Consultant Team:

GreenWorks (GW): Prime Consultant and Landscape Architecture

JLA: Public Involvement

First Forty Feet (FFF): Urban Design

Waterleaf Architecture (WL): Architecture

PBS: Environmental and Civil Engineering Consulting

ECONorthwest (ECO): Economics

We make the following proposal for your consideration and acceptance:

PROPOSED SCOPE OF SERVICES

TASK 1 PROJECT MANAGEMENT

1.1 Project Startup:

Prepare project folder, set up invoice tracking, and prepare subconsultant agreements.

1.2 Kickoff Meeting / Site Visit:

The Design Team shall attend a kickoff meeting in Salem to review the project goals, process, schedule, and public engagement strategy. The meeting will conclude with a site visit.

1.3 Project Manager Meetings (GW-18;)

GW shall meet with the City Staff bi-weekly to review project progress through tasks 1-5.

1.4 Project Management and Coordination

GreenWorks shall facilitate communication between the Design Team and City; Coordinate project deliverables; Prepare Monthly invoices, progress reports, meeting agendas and summaries.

Task 1 Deliverables: project schedule, task matrix, meeting agendas and summaries, monthly invoices

TASK 2 COMMUNITY ENGAGEMENT

2.1 Public Involvement Prep and Assessment Meetings (5 – Virtual)

GW and JLA will meet with the City to review Public Involvement goals and strategy prior to creating a PI Plan (1 meeting) and then prior to and after each open house (4 meetings).

2.2 Public Involvement Plan:

JLA will work with GW and the City to create a Public Involvement Plan which will include the various public outreach efforts planned, the target audiences, format, roles, and the purpose of each outreach effort.

2.3 Open House Preparation:

GW will prepare graphic presentations for each of the two (2) open houses. This would include developing a PowerPoint presentation (GW), large format boards (GW), and talking points (GW and JLA). Graphics will be prepared in other tasks.

2.4 Open Houses (2):

JLA and GW will work with City staff to facilitate two (in-person) public open houses. The general purpose and format of the public meetings will be outlined in the technical memo documenting the overall outreach approach.

2.5 Community Surveys (2):

JLA will take the lead in developing relevant questions for (2) community surveys. The City will manage the posting of the questionnaire and compiling the results.

2.6 Community Engagement Assessment:

JLA will develop a summary of the data collected from open houses, and community surveys.

2.7 Parks Commission Presentation:

GW will attend and present the Concept Plan to the Parks Commission in-person.

Task 2 Deliverables: meeting agendas and summaries, public engagement plan, content for community surveys (2), stakeholder interviews, and open house plans; presentation boards for open houses, public engagement summaries, community survey summaries. PowerPoint and Printouts for Open Houses, and the Parks Commission, Presentations for public meetings shall be printed and delivered in PDF and source format.

TASK 3 SITE ANALYSIS AND PROGRAMMING

3.1 Compile and Review Background Info and Base Maps:

Site: The Design Team shall review the previous Plan and North Shore Frameworks and other relevant documents pertaining to the development of the project. All relevant material shall be provided by the City.

- Urban Design: Collect and review existing site information; review and assessment of North Shore Subarea Plan; Collaborate on the development of the team's existing conditions drawing; Record relevant site influences; opportunities and constraints. Assist GreenWorks with site analysis diagrams and narrative.
- Architecture:

- (a) Field Tour and Document Pittock/Leadbetter House, Barn and Supplemental Farm Buildings north of the Leadbetter property. Photo documentation for photo essay of spaces for analysis.
 - (b) Gather records (plans, permits, reports) from historical archives and other sources.
 - (c) Develop Conditions list and report. Coordinate with PBS for environmental hazards reports pertaining to the structures.
- Environmental: PBS shall compile relevant environmental data for the design team's use.
 - Economics: ECOnorthwest will collect relevant data and previously prepared relevant analyses to conduct an economic assessment of the study area to understand the existing market conditions of the area and seek a data-driven assessment of market potential to inform the demand potential of the Legacy Lands master plan. To the extent that non-parks uses will be desired and considered in relation to the Legacy Lands Master Plan, this collection may include a limited market scan of the area's residential and supportive commercial land uses to inform related programming. *This work may include participation in up to 2 discrete public engagement efforts.*
 - Civil: PBS to compile relevant existing site and utility data for the design team's use, using available GIS and City-provided information to determine site constraints tied to utility and grading design.

3.2 Existing Conditions Map:

Prepare a base map with information collected from the city including GIS and LiDar. Identify physical features including topography, tree stands, mapped wetlands, floodplains, roads, buildings, and property lines.

3.3 Analysis:

Site: Prepare an opportunities and constraints diagram that defines the area of development and limitations based on physical and jurisdictional issues. A narrative will accompany the plan describing the development potential and impacts. Items included in the site analysis would be slopes, shade, natural features (collected visually and from GIS), drainage patterns, tree canopy, soils, vegetation, views, adjacent land use, transportation, noise impacts, and general character. Note: we do not have wildlife biologists or arborists or wetlands scientists scoped for this work but can provide a general overview of what we see as landscape architects and provide recommendations for further analysis if warranted by other disciplines. An Illustrative rendering of the Site Analysis will be prepared for public engagement.

- Urban Design: Collect and review existing site information; review and assessment of North Shore Subarea Plan; Collaborate on the development of the team's existing conditions drawing; Record relevant site influences; opportunities and constraints. Review and provide feedback on site analysis diagrams prepared by GreenWorks and narrative (narrative will be for report).
- Architecture:
 - (a) Provide Architectural site analysis, including building based uses that support exterior features.
 - (b) Provide building analysis plans and diagrams, outlining opportunities and constraints of existing buildings and interior spaces, including access, utilities, buffers and supports.

(c) Provide high level identification of barriers to accessibility (ADA). Identify key issues to overcome for public access and adaptive reuse.

- Environmental: PBS to compile relevant environmental data for the design team's use. Provide requirements for setback and mitigation to support one preferred site plan. No maps will be generated as part of this task.
- Economics: Using the data collected in Task 3.1, ECOnorthwest will summarize and analyze recent market trends for the relevant land uses. The analysis may include standard metrics including vacancy, rent escalation, deliveries and absorption, and may include a limited survey of comparable rental properties proximate to the study area. ECOnorthwest will utilize that market overview to summarize demand potential for desired uses, which may include existing market trends with a narrative of recent development trends and other demand drivers that will help provide an estimate of demand potential for a resulting land use program. This analysis does not include any financial feasibility or proformas which will be conducted in a future phase.
- Civil: Analysis of existing and possible future utilities through project area to support the preferred site plan. North Shore utility concept to be provided by City.

3.4 Design Team Meeting

The Design Team will meet in-person to report and discuss findings and review the site analysis.

Task 3 Deliverables: Site Analysis Diagram and Narrative. Materials used for public engagement shall be delivered in PDF and source format.

TASK 4 DESIGN ALTERNATIVES

4.1 Preliminary Concept Design Options:

GW will prepare two conceptual design options. The graphics will be plan illustrations to convey ideas visually with the City.

4.2 Conceptual Design Refinement:

GW will refine the conceptual design options based on the City's comments and prepare rendered plans for public engagement.

4.3 Design Team Meeting

The Design Team will meet in-person to review and advance design options in a work-shop format at GreenWorks.

Task 4 Deliverables: draft conceptual design refinements, refined concept design. Materials used for public engagement shall be delivered in PDF and source format.

TASK 5 FINAL CONCEPTUAL DESIGN

5.1 Preferred Concept Design:

GW will prepare a preferred concept based on feedback from the City and public.

- Urban Design: Assist in the development of preliminary conceptual design options. Develop urban design recommendations on how the adjacent urban development can influence the Camas Legacy Lands master plan (and vice versa), including circulation, connections, urban form, wayfinding, placemaking.

5.2 Final Concept Design:

GW will prepare a final concept design based on the City's comments. Illustrative renderings will be prepared for the City's website and City to utilize for presenting to City Council.

- **Urban Design:** Assist in the development of the final conceptual plan. Collaborate with the team to develop a final design approach that reflects community aspirations and aligns with city goals and objectives. Finalize urban design diagrams, vignettes, and illustratives.

5.3 Design Team Meeting

The Design Team will meet in-person to review and advance the draft Draft Concept Design at GreenWorks.

Task 5 Deliverables: draft and final conceptual design, cost estimate (hard and soft costs), phasing plan. Materials used for public engagement shall be delivered in PDF and source format.

TASK 6 Plan Development**6.1 Cost Estimate:**

GW will prepare a draft and final cost estimate based on the elements in the final concept design. The draft will be for City review, and Final will be utilized for phasing strategies and incorporated into the Final Planning Report. Civil and Architectural will assist with providing rough order magnitude costs for infrastructure improvements and renovation improvements.

6.2 Phasing Plan:

GW will prepare a phasing plan based on costs and identified priorities for future construction. A plan and spreadsheet will be prepared to identify areas, elements, and costs for the phases of construction. GW shall prepare a draft phasing plan that will outline constructing phasing scenarios based on public and City program priorities and a funding forecast for an initial construction phase. The draft will be refined based on City feedback and incorporated into the Final Planning Report.

6.3 Draft 1 Planning Report:

GW will prepare a first draft report that includes the results of the master plan evaluation, concept design, and a cost estimate of the proposed improvements. The report will include a discussion of constructing phasing scenarios based on public and City program priorities and a funding forecast for an initial construction phase. The report will be submitted electronically for City review. The following disciplines will contribute written narrative to support their scope of work related to the

- **Urban Design:** Assist the team in developing the implementation plan and phasing approach. Peer review drafts of the master plan document and provide feedback through the final plan.
- **Architecture:**
 - (a) Waterleaf will provide narrative and concept diagrams for adaptive reuse of the structures within the study area, supportive of the masterplan uses identified.
 - (b) Waterleaf will support the work of other consultants in their incorporation of the structures into their disciplines.

LEGACY LANDS MASTER PLAN

City of Camas

- Economics:** EConorthwest will prepare relevant narrative with supporting tabular and graphic elements to summarize our findings and recommendations conducted in this work plan. *Meetings will be limited to involvement in up to 2 public meetings, up to 8 PM meetings, and up to 2 design meetings.*
- Civil:** Provide utility-related input for the report and cost estimate.

6.4 Draft 2 Planning Report:

GW will prepare a second draft of the Planning Report based on City comments.

6.5 Final Planning Report:

GW will update the Planning Report based on comments from City Staff and the Parks Commission.

Task 6 Deliverables: draft(s) and final planning report. Materials used for public engagement shall be delivered in PDF and source format.

Assumptions

1. Site topographic survey is not available for this phase of work. We will utilize Lidar topography, GIS, and aerial photography to conduct our work. If the publicly sourced data is not sufficient to carry out our scope, we can add surveying to our scope of work at an additional fee.
2. Excluded Services include Structural Engineering, Geotechnical Analysis, Wetland Delineations, Habitat Assessments, Archeology, and Arboriculture.
3. GreenWorks, P.C . shall render its services as expeditiously as is consistent with professional skill and care.

TERMS OF AGREEMENT

Fee Schedule

Professional fees for the scope of work are as follows:

Tasks 1 through 6\$166,652

This total fee of \$166,652 includes reimbursables and will be billed based on the terms of the Master Agreement between GreenWorks and the City of Camas.

We are excited by this opportunity. If there are any questions or concerns about our scope of work, please do not hesitate to call.

Sincerely,

Ben Johnson, PLA

Principal

GreenWorks, P.C.

503-222-5612 | benj@greenworkspc.com

EXHIBIT "B"
BILLING RATE



2024 Billing Rates	
PRINCIPAL /TECHNICAL DIRECTOR	\$198.00
ASSOCIATE PRINCIPAL / PM	\$165.00
LANDSCAPE ARCHITECT IV	\$170.50
LANDSCAPE ARCHITECT III	\$154.00
SENIOR PROJECT MANAGER/LA III	\$143.00
LANDSCAPE ARCHITECT II	\$132.00
LANDSCAPE DESIGNER III	\$125.00
LANDSCAPE DESIGNER II	\$104.50
LANDSCAPE DESIGNER I	\$93.50
PROJECT ASSISTANT I	\$88.00
PROJECT ASSISTANT II	\$104.50
PROJECT ASSISTANT III	\$140.00

JLA 2024 Classifications and Rates - Standard

Note: Use max classification rates rather than individual rates for contracts to ensure all eligible staff are available for the project.

Updated 01/01/2024

Standard Overhead Rate 191.68%

Profit Rate 10.50%

Classification	Personnel	Title	2024 Billing Rate
Senior Associate 2			\$ 258.00
Senior Associate 1			\$ 244.92
	Kristen Kibler	Partner/Senior Strategist	\$ 214.30
	Jessica Pickul	Partner/Senior Strategist	\$ 213.98
	Adrienne DeDona	Sr. Program Mgr./SW Washington Office Mgr.	\$ 213.85
	Brandy Steffen	Partner/Senior Strategist	\$ 213.62
Public Involvement Specialist 6			\$ 206.86
Public Involvement Specialist 5			\$ 187.42
	Sam Beresky	Digital Story Teller/Program Manager	\$ 176.82
Public Involvement Specialist 4			\$ 165.49
	Anna Marum	Strategic Communications Program Manager	\$ 155.64
	Darren Cools	Sr. Graphic Designer / Program Manager	\$ 144.20
	Tracie Heidt	Program Manager	\$ 145.71
Public Involvement Specialist 3			\$ 136.80
	William Walters	Communications Specialist/ Copywriter	\$ 127.38
	Anastasia Zurcker	Senior Program Coordinator	\$ 118.42
	Katie Nelson	Program Manager	\$ 118.42
	Ilana Cour	Program Manager	\$ 116.22
	Jennifer Winslow	Program Coordinator	\$ 110.04
	Alyssa Pratt	Web and New Media Coordinator	\$ 108.42
	Camille Pearce	Program Coordinator	\$ 108.00
Public Involvement Specialist 2			\$ 117.60
	Andrea Maldonado	Graphic Designer / Program Coordinator	\$ 108.46
	Kang-Ping Peng	Program Coordinator	\$ 103.81
Public Involvement Specialist 1			\$ 86.73
Administration 5			\$ 166.49
	Jamie Harvie	Marketing and Communications Specialist	\$ 155.58
	Nelly Haddad	Senior Accountant	\$ 149.26
Administration 4			\$ 134.26
	Kendra Roberts	HR Manager	\$ 124.51
	Lesley Yan	Staff Accountant	\$ 116.16
Administration 3			\$ 111.19
Administration 2			\$ 84.46
Administration 1			\$ 67.15



Planning
Urban Design
Place Strategy

412 NW Couch St
Suite 405
Portland, Oregon 97209
t: 971-245-4352
www.firstfortyfeet.com

2024 HOURLY RATE SHEET

Principal	\$190 / hour
Project Manager	\$170 / hour
Project Architect	\$170/ hour
Strategic Planner	\$150 / hour
Senior Urban Designer	\$150 / hour
Land Use Planner	\$125 / hour
Urban Designer	\$115 / hour
Landscape Designer	\$115 / hour
Administrative	\$100 /hour

STAFF

Will Grimm, Principal
James Brackenhoff, Principal
Jason Graff, Principal
Cindy Trivisonno, Senior Urban Designer
Mitchell Scherer, Landscape Designer
Michael Robblee, Project Architect
Kim Faria, Administration

Waterleaf Architecture
Standard Hourly Billing Rates 2024
Effective January 1, 2024

Partner	\$202
Associate Partner	\$180
Senior Architect (Associate)	\$160
Project Architect	\$150
Interiors	\$150
Job Captain	\$130
Drafter	\$110
Graphic Designer	\$110
Administration	\$85



Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement.

PROFESSIONAL TECHNICAL STAFF

ENGINEERING

Engineering Technician	115.00	Engineering Geologist I	155.00
Engineering Technician II	120.00	Engineering Geologist II	177.00
Engineering Staff I	137.00	Landscape/Planning I	105.00
Engineering Staff II	152.00	Landscape/Planning II	115.00
Engineering Staff III	168.00	Landscape/Planning III	127.00
Engineer IV	178.00	Landscape/Planning IV	142.00
Engineer V	190.00	Landscape/Planning V	162.00
Engineer VI	205.00	Landscape/Planning VI	185.00
Engineer VII	225.00	Landscape/Planning VII	210.00
Engineer VIII	240.00	Construction Inspector I	118.00
Structural Project Engineer V	210.00	Construction Inspector II	130.00
Sr. Structural Project Engineer VI	235.00	Construction Inspector III	148.00
Structural Project Manager VII	250.00	Construction Inspector IV	160.00
Sr. Structural Project Manager VIII	265.00	Construction Inspector V	172.00
Principal Engineer	270.00	Construction Inspector VI	190.00
Design Technician I	125.00	Construction Manager I	185.00
Design Technician II	137.00	Construction Manager II	195.00
Design Technician III	142.00	Construction Manager III	205.00
Design Technician IV	155.00	Construction Manager IV	215.00

SURVEY

Survey I	106.00	Survey 1-Person Crew	162.00
Survey II	126.00	Survey 2-Person Crew	220.00
Survey III	134.00	Survey 3-Person Crew	270.00
Survey IV	142.00	Unmanned Aerial Sys Operator I	152.00
Survey V	155.00	Unmanned Aerial Sys Operator II	165.00
Survey VI	175.00	Unmanned Aerial Sys Operator III	195.00
Survey VII	200.00		

INDUSTRIAL HYGIENE

Industrial Hygienist/Monitor	90.00	Sr. Industrial Hygienist II	165.00
Ind. Hygienist/AHERA Inspector I	100.00	Trainer/Safety Specialist	135.00
Ind. Hygienist/AHERA Inspector II	110.00	Project Designer/Planner	125.00
Certified Industrial Hygienist I	140.00	Project Manager (IH)	135.00
Certified Industrial Hygienist II	180.00	Sr. Project Manager (IH)	155.00
Sr. Industrial Hygienist I	150.00	Principal – Industrial Hygiene	210.00

Personnel may charge time exceeding eight hours per day and weekends at 125% of the regular hourly rate.
Court and arbitration time may be charged at two times the above rate.



Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement.

PROFESSIONAL TECHNICAL STAFF

ENVIRONMENTAL

Field Technician I.....	90.00	Sr. Geologist I.....	155.00
Field Technician II.....	95.00	Sr. Geologist II.....	175.00
Field Scientist/Planner.....	95.00	Sr. Geologist III.....	195.00
Staff Scientist/Planner I.....	105.00	Sr. Geologist IV.....	225.00
Staff Scientist/Planner II.....	115.00	Principal Geologist.....	250.00
Project Scientist/Planner I.....	130.00	Project Hydrogeologist I.....	130.00
Project Scientist/Planner II.....	140.00	Project Hydrogeologist II.....	140.00
Project Scientist/Planner III.....	150.00	Sr. Hydrogeologist I.....	160.00
Sr. Scientist/Planner I.....	175.00	Sr. Hydrogeologist II.....	180.00
Sr. Scientist/Planner II.....	190.00	Sr. Hydrogeologist III.....	195.00
Principal Scientist/Planner.....	255.00	Sr. Hydrogeologist IV.....	230.00
Staff Environmental Regulatory Specialist.....	110.00	Principal Hydrogeologist.....	255.00
Project Environmental Regulatory Specialist.....	135.00	Project Manager (Env).....	140.00
Sr. Environmental Regulatory Specialist.....	170.00	Sr. Project Manager I.....	150.00
Project Environmental Compliance Monitor.....	135.00	Sr. Project Manager II.....	165.00
Sr. Environmental Compliance Monitor.....	155.00	Sr. Project Manager III.....	180.00
Staff Geologist I.....	110.00	Sr. Project Manager IV.....	195.00
Staff Geologist II.....	120.00	Sr. Project Manager V.....	215.00
Project Geologist I.....	130.00	Sr. Project Manager VI.....	230.00
Project Geologist II.....	140.00		

TECHNICAL SUPPORT STAFF

Administration I.....	95.00	Graphic Artist.....	120.00
Administration II.....	105.00	IT/Database Management.....	130.00
Administration III.....	115.00	GIS Analyst I.....	110.00
Project Administrator I.....	100.00	GIS Analyst II.....	130.00
Project Administrator II.....	110.00	GIS Analyst Manager.....	150.00
Project Administrator III.....	120.00	Grant Writer.....	150.00
Project Administrator IV.....	130.00	Public Involvement I.....	105.00
CAD/MicroStation Tech I.....	110.00	Public Involvement II.....	120.00
CAD/MicroStation Tech II.....	120.00	Public Involvement III.....	135.00
CAD Manager.....	140.00	Public Involvement IV.....	155.00
Writer/Editor I.....	115.00	Public Involvement Manager.....	175.00
Writer/Editor II.....	135.00		

*Personnel may charge time exceeding eight hours per day and weekends at 125% of the regular hourly rate.
Court and arbitration time may be charged at two times the above rate.*



Rate Sheet

i.	Senior Project Director	\$280 - 310/hr.
ii.	Project Director	\$220 - 310/hr.
iii.	Senior Project Manager	\$180 - 210/hr.
iv.	Project Manager	\$155 - 175/hr.
v.	Technical Manager	\$135 - 205/hr.
vi.	Associate	\$130 - 155/hr.
vii.	Senior Analyst	\$115 - 125/hr.
viii.	Analyst	\$95 - 110/hr.
ix.	Graphic Design	\$105/hr.
x.	Administrative	\$75/hr.

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.

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).