

**CITY OF STEVENSON
PERSONAL SERVICES CONTRACT**

This contract is between the City of Stevenson and Crandall Arambula PC hereafter called Contractor. City's Contract Administrator for this contract is _____.

Effective Date and Duration

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on April 3, 2020.

Statement of Work

- (a) The statement of work and Special Terms and Conditions (if any) are contained in Exhibit A attached hereto and by this reference made a part hereof.
- (b) The completion schedule for the work is identified in Exhibit B.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$ \$119,615 for accomplishment of the work, including any allowable expenses.
- (b) Interim payments shall be made to Contractor according to the schedule identified in Exhibit B.

Travel and other expenses

Reimbursement of travel and other expenses is allowed only in accordance with City travel policy effective at the time of contract execution except as further defined in Exhibit B.

Amendments

The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by both parties.

Terms and conditions listed on page two

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Crandall Arambula PC Address: 520 SW Yamhill Roof Suite #4
Social Security No: ----- Portland, Oregon, 97204
Federal Tax ID No: 931238965
WA UBI No: 602533836

Citizenship: Non resident alien Yes No
Business Designation (Check one): Individual Sole Proprietorship
 Partnership Estate/Trust
 Corporation Public Service Corporation
 Governmental/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer ID number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 31 percent backup withholding.

I, the undersigned: agree to perform work outlined in this contract in accordance to the terms and conditions (listed on the front and backside and made part of this contract by reference) and the statement of work made part of this contract by reference hereby certify under penalty of perjury that I/my business am not/is no in violation of any Washington tax laws; and thereby certify I am an independent contractor. As noted in No. 21 of the Standard Contract Provisions, where required for Federal funding, Contractor certifications and signatures apply to Exhibits C and D.

Approved by the Contractor: _____
Signature Date

Approved by the City: _____
Leanna Kinley, City Administrator Date

Approved by Council: _____
Date

STANDARD CONTRACT PROVISIONS FOR PERSONAL SERVICES (NON-PERS MEMBERS)

1. Retirement System Status

Contractor is not a contributing member of the Public Employees' Retirement System and is responsible for any federal or state taxes applicable to any comprehensive or payments paid to contractor under this contract. Contractor is not eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or workers compensation except as a self-employed individual.

2. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

3. Government Employment Status

If this payment is to be charged against federal funds, Contractor certifies it is not currently employed by the federal government.

4. Subcontractors and Assignment

Contractor shall not enter into any subcontractors for any other work scheduled under this contract without prior written consent of the City. Subcontractors exceeding \$20,000 in cost shall contain all required provisions of the prime contract.

5. Dual Payment

Contractor shall not be compensated for work performed under this contract by any other municipality of the State of Washington.

6. Funds Available and Authorized

City certifies at the time of contract execution that sufficient funds are available and authorized for expenditure to finance costs of this contract within the City's appropriation or limitation.

7. Termination

- (a) This contract may be terminated by mutual consent of both parties, or by the City upon 30 days' notice in writing and delivered by certified mail or in person.
- (b) City may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City, under any of the following conditions:
 - (i) If City funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quality of services. The contract may be modified to accommodate a reduction in funds.
 - (ii) If federal or state regulations or guidelines are modified, changes or interpreted in such away that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - (iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked or no renewed. Any such termination of this contract under subparagraphs 7(a) or 7(b) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- (c) The City may terminate the whole or any part of this agreement by written notice of default (including breach of contract) to the Contractor.
 - (i) If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof, or
 - (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within 10 days or such other period as the City may authorize.

The rights and remedies of the City provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provide by law or under this contract.

8. Access to Records

City, the Secretary of State's Office of the State of Washington, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts of the period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by City.

9. State Tort Claims Act

Contract is not an officer, employee or agent of the State or City as those terms are used in RCW 4.96.020.

10. Compliance with Applicable Law

Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract.

11. Indemnification

- (a) Indemnity-Claims for Other than Professional Liability
Contractor shall defend, save and hold harmless the City their officers, agents and employees form all claims, suites or actions of whatsoever nature, including international acts resulting from or arising out of the Contractor or its subcontractors, agents or employees under this agreement. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement.
- (b) Indemnity-Claims for Professional Liability

Contractor shall defend, save and hold harmless the City, their officers, agents and employees, from all claims, suites or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and subconsultants, agents or employees in performance of professional services under this agreement.

12. Insurance

- (a) Liability Insurance. Contractor shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of he contractor, the City, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor's operations, in an amount not less than \$1,000,000.00 combined single limit per occurrence. Such insurance shall name the City as an additional insured with a coverage endorsement at least as broad as ISO CG 20 10 10 01.
- (b) Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for State of Washington Workers' Compensation coverage for all Contractor's employees who are subject to Washington's Workers' Compensation statute, either as a carrier-insured employer as provided by RCW Chapter 51 or as a self-insured employer.
- (c) Certificates. Within 10 calendar days after full execution of this contract, Contractor shall furnish the City with certificates evidencing the date, amount, and type of insurance required by this contract. All policies shall provide for not less than thirty (30) days' written notice to the City before they may be canceled.
- (d) Primary Coverage. The coverage provided by insurance required under this contract shall be primary, and shall not seek contribution from any insurance or self-insurance carried by the City.

13. Ownership of Work Product

All work products of the Contractor which result from this contract are the exclusive property of the City.

14. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americana with Disabilities Act of 1990 (Pub L No. 101-336) including Title II of that Act, and all regulations and administrative rules established pursuant to that law.

15. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

16. Execution and Counterparts

This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

17. Force Majeure

Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance or its obligations under the contract.

18. Severability

The parties agree that if any terms or provisions of this contract is declared by the court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular terms or provisions held to be invalid.

19. Errors

The contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

20. Waiver

The failure of the City to enforce any provisions of the contract shall not constitute a waiver by the City of that or any other provision.

21. Other Requirements

When federal funds are involved in this contract, Contractor Debarment and Non-Collusion certifications and signatures apply to Exhibit C and D.

22. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Washington. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the state of Washington, Skamania County.

23. Attorney Fees

The prevailing party shall be entitled to reasonable attorney fees at trial and on appeal in an action brought with respect to this contract.

24. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THE CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITONS.

**CITY OF STEVENSON
PERSONAL SERVICES CONTRACT**

**Exhibit A
SCOPE OF SERVICES**

Consultant will provide resources, labor, equipment and expertise to complete planning consultant services on the Stevenson Downtown Plan for the City of Stevenson, Washington. Said work to be done and performed in accordance with the attached Work Scope incorporated herein as Exhibit A.

Attachments

Exhibit A-Work Scope; Stevenson Downtown Plan

Scope of Work

PROJECT MANAGEMENT

Project management tasks are integrated into each of the tasks in this Work Scope throughout the process.

A Project Management Team (PMT) comprised of Ben Shumaker, Community Development Director, the City Administrator, and Public Works Director and the Crandall Arambula project manager and coordinator shall provide overall guidance for the project. The PMT shall meet bi-monthly to coordinate logistics of the project and to give feedback to Crandall Arambula. PMT shall meet by telephone conference; the duration of each meeting is not expected to exceed one hour.

General Provision Deliverables

Preview of Materials

- Crandall Arambula shall provide meetings materials to PMT at least three days prior to the meeting.
- Crandall Arambula shall provide public release materials to PMT at least five days prior to the scheduled release.
- PMT will provide comments to Crandall Arambula within three days after receipt of draft materials.
- Crandall Arambula shall make minor revisions and corrections to materials based on comments received at least one working day prior to public release.

Text Memoranda and Plan Document

- Memoranda and reports are to be formatted (PDF) for 8½-inch by 11-inch or 11-inch by 17-inch paper.
- All memoranda and draft and final document, including graphics, tables, etc. are to be provided to City only digitally in an open universally readable format suitable for uploading to the City website. The City shall be responsible for printing of all materials

1.0 Public Involvement

Crandall Arambula will facilitate three rounds of meetings at key milestones. The process will be inclusive. One or two-day visits will enable the Crandall Arambula team to meet with City staff, stakeholders, the general public, elected officials, and appointed board or committee members as needed. Individual one-on-one meetings with key stakeholders can also be held during each round of meetings. The City will provide all venues and presentation facilities and distribute all presentation materials. Prior to all meetings, Crandall Arambula will preview all presentation materials with the City Project Manager. Following all meetings, Crandall Arambula will provide a brief meeting summary and findings memorandum. All meeting materials will be presented in a PowerPoint format.

Deliverables. Each key milestone will include PowerPoint Presentation(s), overview handout, response sheets (electronic copy-ready file) and summary memorandum (not to exceed 5 pages; copy-ready electronic file)

2.0 Mobility

Crandall Arambula will provide a multimodal Transportation Framework for the study area. The framework will ensure that the fundamental downtown mobility, service and access requirements are balanced to serve downtown land uses by fostering streets that support street-oriented retail and other identified uses. The framework would key streets within the study area as a 'destination' and 'place-of -arrival' in addition to a conduit for moving auto traffic through downtown. The Mobility framework will incorporate all accepted best practices for downtown 'complete streets' and waterfront trail access while addressing the following specific components of the Mobility theme:

- State Route 14's competing role of supporting mobility and destination functions in the downtown
- The unique nature of traffic control in Skamania County and the potential impacts of a planned roundabout at SR14 and Wind River Highway.

- A comprehensive and integrated public access and trail plan consistent with WAC 173-26-221(4) and the City's draft Shoreline Master Program
- The future alignment of the Rock Creek Drive Bridge.
- Safety along Rock Creek Drive and property access to SR 14

2.1 Gather & Evaluate

The Crandall Arambula team member Fehr & Peers will qualitatively assess current and projected traffic conditions and transportation projects. Based on a review of existing documents and prior plans they will establish LOS expectations at key intersections (up to 4) and roadways (up to 6 roadways) to establish a baseline memorandum with which to measure circulation and trail concepts. Crandall Arambula will assess existing auto, pedestrian, and bicycle facilities based on a "complete streets" criteria to identify opportunities and constraints to multi-modal access between downtown "anchors" and key destinations.

2.2 Develop Transportation & Public Access/Trail Concepts

Crandall Arambula and Fehr & Peers will address the appropriate level of study area traffic growth, safety at intersections, and access management along SR-14. Concepts will be developed that ensure adequate circulation within the downtown with an emphasis on walking, biking and shoreline public access and a trail between downtown "anchors" and key destinations. Crandall Arambula will provide illustrated plans, 3-D sketches, and diagrams that describe a balanced multi-modal network and a summary memorandum and evaluation of circulation concepts will be prepared.

2.3 Perform Concepts Technical Analysis

Fehr & Peers will prepare a technical review and memorandum of the development and circulation concepts identifying the appropriate design and improvements to intersections, roadways and access management necessary to accommodate future traffic demand, bike and pedestrian access. Recommendations and specific projects will be identified for including in the Action Plan matrix.

2.4 Prepare a Circulation Framework Plan

Refinements to concepts will identify a preferred hierarchy of streets, supporting walking, biking and auto traffic and the recommended improvements to serve the study area. A short and concise summary memo with 3D sections, and diagrams, will be prepared to describe the circulation framework.

3.0 Parking

Downtown parking is a precious commodity in great demand by customers, downtown business employees, and visitors alike. While all these users should be accommodated, prioritization of well-designed and appropriately located retail-serving parking is an essential strategy for fostering downtown economic growth and supporting a seasonal visitor economy, with strategically located public parking that foster retail visitors to extend their stay in downtown and at the waterfront.

3.1 Gather & Evaluate

Crandall Arambula will conduct a Google "streetview" analysis to quantify the location and amount of existing on- and off-street downtown parking to tabulate the supply versus building square footage and review regulatory requirements for off-street parking to identify impediments to growth. Fehr & Peers will review the Stevenson Downtown Association (SDA) supply, demand and usage data to identify hotspots of parking demand, and further assess parking issues and opportunities that will inform downtown parking concepts.

3.2 Develop Parking Concepts

Based on existing and potential future development, Crandall Arambula will prepare concepts for parking within the downtown and appropriate "urban" parking standards for housing, office and retail uses and recommendations for potential revisions to the City code. On-street parking will be maximized. Optimum

locations and size of off-street parking facilities that support existing retail & consider future retail opportunities will be identified. Parking for associated key uses-housing, employment & civic uses will be considered.

3.3 Concepts Technical Analysis

Fehr & Peers will review the SDA generated parking supply, demand and usage data and Crandall Arambula parking concepts and provide recommendations for optimum utilization and a parking management strategy.

3.4 Prepare a Parking Framework Plan

Refinements to parking concepts will identify a preferred parking configuration and supply for on-street and off-street improvements to serve the study area. A short and concise summary memo with diagrams and tables will be prepared to describe the physical and regulatory parking framework.

4.0 Land Use

Without a strong land use design concept, positive change will not occur. Redevelopment cannot simply be a pro forma economic analysis of cherry-picked redevelopment sites, re-zoned parcels, construction of utilitarian infrastructure, or aggressive branding and marketing. Creating the 'investment environment' that attracts developer interest will require an innovative land use concept that will attract latent demand and capture market share that is 'leaking' to other areas of the region. The Crandall Arambula team will:

4.1 Gather & Evaluate

An assessment of existing land uses, development regulations, site conditions, and potential "soft sites" to document constraints and opportunities for commercial, mixed-use and multi-family development within the project area be prepared. Johnson Economics will evaluate relevant economic and demographic trends to establish a base line memorandum describing achievable pricing of different residential and commercial development types. A review and evaluation of the county-wide buildable lands and housing needs assessment will be included as it becomes available.

4.2 Develop Land Use Concepts

A range of land use concepts for mixed-use, multi-family and retail and commercial development that complement, expand replace or enhance existing conditions within the Downtown study and influence area will be created. Illustrated plans, sketches, and diagrams will be employed that describe land use concepts including before and after plan illustrations. A summary memorandum and evaluation of land uses concepts will be prepared.

4.3 Perform Development Feasibility Analysis

Johnson Economics will prepare a feasibility analysis memorandum drawing on the market evaluation to test the financial feasibility of commercial, residential, and mixed-use building. The analysis will identify any financial "gaps" and discuss potential approaches to closing these gaps.

4.4 Prepare a Land Use and Development Framework

Refinements to concepts will identify preferred land uses and development types, including location, and amount of development and estimate of new investment value. A short and concise summary memo with maps, diagrams, and tables will be prepared to describe the land use and development framework.

5.0 URBAN DESIGN

The Urban Design theme must bridge the gap between building design and the City's investments in the public realm. The form, location, and type of downtown development will be addressed. A Downtown urban design framework will be developed to foster pedestrian-friendly street-oriented and waterfront-oriented development that supports downtown retail, commercial, and waterfront uses. Existing, planned and future streetscape, plaza

and waterfront improvements will be defined that form a cohesive and interconnected set of public space destinations including the waterfront, Rock Cove and downtown. Crandall Arambula will:

5.1 Gather & Evaluate

Assess the current features of the downtown, and waterfront development—including architectural character-form, massing, orientation, and ground floor use will be identified, as well as, current and planned, plazas, waterfront spaces and the pedestrian environment. The assessment will be evaluated against criteria that fosters downtown as an active 18-hour environment and that supports retail and housing development. Maps, diagrams, and tables necessary to describe and assess current conditions will be provided.

5.2 Develop Building and Public Realm Concepts

3-D sketch-level site design concepts for new buildings, plaza, waterfront; and streetscapes will be integrated with the city's existing 3-D buildings models. Plans diagrams, and 3-D illustrations will be used to describe and assess development concepts and how they integrate with the City's aesthetic efforts.

5.3 Prepare an Urban Design Framework Plan

The framework will illustrate the development character appropriate for downtown redevelopment sites including building orientation, height, form and massing and parking that reinforce existing and planned streetscapes, plazas and open spaces. A framework for the development character of future street improvements, and public spaces will also be provided. A short and concise summary memo with plans, 3-d illustrations, diagrams, and tables will be prepared to describe the urban design framework.

6.0 IMPLEMENTATION

Crandall Arambula would develop strategies for a 5-year and long-term planning horizon. Crandall Arambula would identify a concise shortlist of 'Game-Changing' projects that will result in substantial and immediate development momentum.

6.1 Action Plan

The Action Plan will identify schedules/phasing, and staff assignments and responsibilities. Where appropriate, estimated costs and potential funding strategies or sources will be identified. Matrices, tables and diagrams required to define the implementation strategy will be provided. Key recommendations identified within the Downtown themes' framework plans and illustrations of preferred design concepts will be incorporated into the Action Plan.

7.0 PLAN FOR SUCCESS!

Crandall Arambula would prepare for the City of Stevenson a well-organized, user-friendly and heavily illustrated Downtown Plan document that clearly establishes the framework for decisions and actions for the future. Elements of the plan will satisfy the planning requirements of relevant state statutes

7.1 Plan Document

Crandall Arambula will assemble and format all essential elements memoranda materials into a single document. The document will include:

- An executive summary, describing the core area goals, objectives and vision for addressing the four project themes
- Framework plans supporting the downtown themes—Mobility, Land Use, Parking and Urban Design
- Implementation strategy, emphasis on a 5-year planning horizon with recommended projects, timeline and action plan
- An appendix that will include all summary memoranda, and the public involvement efforts conducted throughout the process
- A draft will be provided for review and comment. After review, Crandall Arambula will finalize the document.

**CITY OF STEVENSON
PERSONAL SERVICES CONTRACT**

**Exhibit B-
SCHEDULE, COST AND PAYMENT**

- A. The cost to the City of Stevenson, Washington for the services to be provided by the Consultant under this contract is set forth in the attached Exhibit A. The total cost for the services herein shall not exceed \$119,615.
- B. The Consultant shall submit monthly invoices to the City of Stevenson, which will detail the particular work performed; the individual(s) performing the work; the hourly rate at which the particular person is charged out; time spent by each person performing the work; a detailing of all reimbursable expenses incurred; and the total charge for the month.
- C. The City of Stevenson, Washington shall pay each invoice within 30 days of receipt of the invoice.
- D. No federal assistance is provided for this project.

Attachments

Exhibit B- SCHEDULE-Major Tasks and Timeline

Exhibit B- HOURLY RATES

MAJOR TASKS AND TIMELINE

The following diagram describes a six-month timeline and major tasks to complete the project. The schedule will be finalized upon selection of the firm.

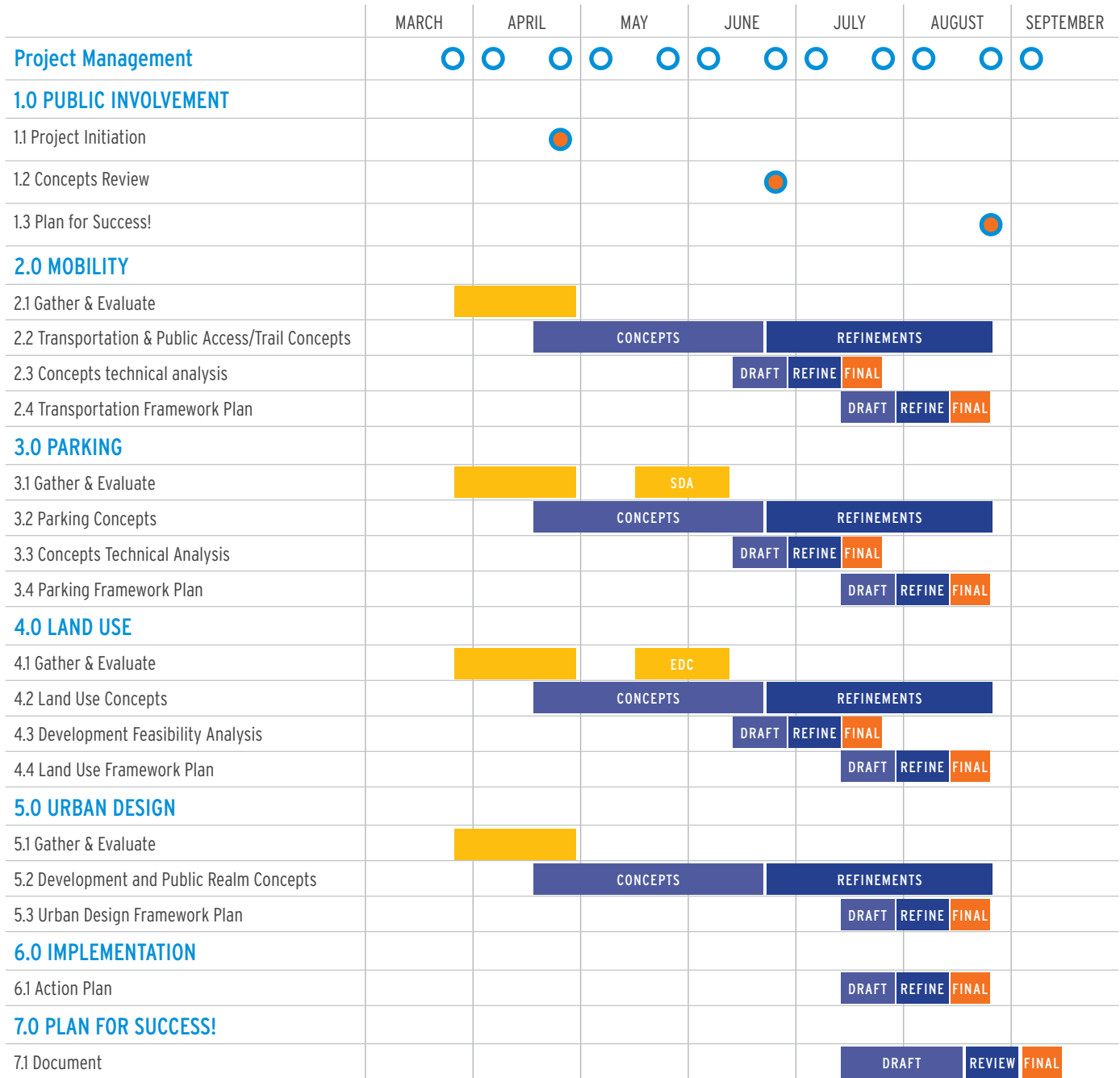


EXHIBIT B- (Hourly Rates)

Hourly Rates

Project Manager	\$185
Principal Urban Designer	\$185
Senior Urban Designer	\$110
Staff Urban Designer	\$85
Administrative Assistance	\$65