



**CONSULTANT AGREEMENT
WSP USA INC. AND THE CITY OF CAMAS, WASHINGTON**

Effective Date: May 29, 2019

This document constitutes Consultant Agreement No. 31600021.000 ("Consultant Agreement") between The City of Camas, Washington ("Client") and WSP USA Inc. ("Consultant"), to provide professional public involvement consultant services to the Client related to the Camas Community Aquatics Center located on NW Lake Road, west of its intersection with Everett Street/State Route 500.

Consultant is authorized by Client pursuant to this Consultant Agreement which is effective as of the above mentioned date, to provide professional services with regard to the referenced project, as specified in Exhibit C, which is Consultant's scope of work for the Project (the "Services"). Unless terminated or extended, this Agreement shall expire on 12/31/2019. Upon the mutual agreement of the Parties prior to expiration of the term, the term of this Agreement may be extended, with an agreed-upon increase to the compensation amount.

It is mutually agreed that Consultant will be compensated as shown in Exhibit D, which is Consultant's fee to Client for the Project.

After execution of this Consultant Agreement, Consultant will transmit to Client insurance certificate(s) showing the referenced Consultant Agreement Number, the Project Name and insurance limits and terms that meet the conditions of this Consultant Agreement, all as shown in Exhibit A.

This document accurately states the agreement between Consultant and Client for the Services. This is an integrated Agreement composed of this Signatory page and Exhibits A, B, C and D and supersedes and replaces any and all terms and conditions of any prior or contemporaneous agreements, communications, arrangements, negotiations or representations, written or oral, with respect to the Services to be provided by the Consultant.

ACCEPTED AND AGREED by the Parties' Authorized Representatives:

WSP USA Inc.

CITY OF CAMAS

By: _____
Name: Helen Devery
Title: Vice President, Northwest Planning and Environment Manager

By: _____
Name:
Title:

- Exhibit A- Insurance
- Exhibit B- General Terms and Conditions
- Exhibit C- Scope and Schedule of Services
- Exhibit D- Compensation



EXHIBIT A

1. INSURANCE

a. The Consultant shall effect and maintain the following insurance coverages, at its own cost and expense:

1.) Worker's Compensation and Employer's Liability Insurance coverage to include all statutory Worker's Compensation benefits to the employees of Consultant who may sustain work-related injuries, death or diseases. Such insurance shall comply with the statutory requirements of the state in which the work is being performed.

2.) Commercial General Liability Insurance coverage with Comprehensive Broad Form Endorsement to include Consultant's liability for death, bodily injury, advertising liability and property damage to third parties resulting from Consultant's activities, with combined single effective and available amount of One Million Dollars (\$1,000,000.00) per occurrence.

3.) Automobile Liability Insurance coverage to include Consultant's liability for death, bodily injury and property damage resulting from Consultant's activities covering use of owned, hired and non-owned vehicles, with combined single effective and available amount of One Million Dollars (\$1,000,000.00) per occurrence.

4.) Professional Liability Insurance coverage with effective and available amount of One Million Dollars (\$1,000,000.00) per claim and in annual aggregate.

b. The Consultant shall furnish the Client with certificates of insurance showing that the Consultant has complied with this Article. Thirty (30) days written notification of cancellation or non-renewal of the policies will be given to the Client. Insurance certificates will be provided annually during the term of the Consultant Agreement, and shall restate the effective value of the coverage provided. Renewal certificates are due to Client thirty (30) days prior to expiration of the current certificate.

2. INDEMNITY, CONSEQUENTIAL DAMAGES

The Consultant shall indemnify Client from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability to the extent caused by the negligent acts, errors, or omissions of the Consultant, its officers, or employees in the performance of Services under this Agreement, however, the Consultant does not assume any risk of damages to property that is incorporated in, or shall be incorporated in, or is located at the Project site which is not within the possession of the Consultant or under the Consultant's direction or control.

To the fullest extent permitted by law, neither party shall be liable to the other, for any consequential, incidental, special, exemplary, or indirect damages whatsoever and however caused and on any theory of liability arising from the Services provided hereunder including but not limited to claims for loss of profits or revenue.

3. LIMITATION OF LIABILITY

Client and Consultant have discussed the risks and rewards associated with this project, as well as Consultant's fee for services. Client and Consultant agree that, to the fullest extent permitted by law, Consultant and its employees' total aggregate liability to Client and any third parties, regardless of the legal theory under which liability is imposed, is limited to the amount of the total compensation actually paid to Consultant by the Client pursuant to this Agreement. This aggregate limit includes attorneys' fees' incurred or awarded under this Agreement. Client further agrees to notify any contractors or subcontractors of this limitation and require them to abide by this limitation.



EXHIBIT B - GENERAL TERMS AND CONDITIONS

1. **SCHEDULE.** The Consultant agrees to provide the Services described and by the due date shown in Exhibit C.
2. **COMPENSATION.** Consultant will be promptly paid by the Client in accordance with the terms provide in Exhibit D. This Agreement will not be paid at a price higher than set forth in Exhibit D without the written consent of Client.
3. **STANDARD OF PERFORMANCE.** The Consultant shall render the Services consistent with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the Project and at the time the Services are to be performed ("Standard of Care"). The Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
4. **INDEPENDENT CONTRACTOR.** The Consultant is an independent contractor which has entered into an agreement with Client to provide Services and/or Products to Client and is not in a joint venture, partnership, agent-principal or employer-employee relationship with Client. The Consultant's personnel shall not be employees of, nor have any contractual relationship with Client. The Consultant, consistent with its status as an independent contractor, further agrees that it or its personnel will not hold themselves out as, nor claim to be, officers, agents, representatives or employees of Client.
5. **CHOICE OF LAW AND VENUE.** This Agreement, including but not limited to, its validity, interpretation and performance, and remedies for contract breach or any other claims, shall be governed by and construed in accordance with the laws of the state where the project is located.
6. **DISPUTES.** If a dispute arises out of or relates to this agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree, prior to proceeding to litigation, first to try in good faith to settle the dispute by mediation. The venue for any mediation and litigation under this agreement shall be in the County in which the Project is located.
7. **COMPLIANCE WITH THE LAW.** In its professional judgment, Consultant agrees to comply with all federal, state and local laws, rules, regulations, standards, ordinances and administrative codes applicable to the provision of Services, the delivery of Products, the Project site, and jurisdictions in which the Consultant conducts its business. In the event of a change in laws, regulations, et al., of which the Consultant becomes aware and which the Consultant believes affects Services and/or Products, the Consultant shall inform Client of the change and its impact on Services and/ or Products already complete or to be completed, fees and costs involved, and scheduling. Notwithstanding the foregoing, this provision shall not be construed for any purpose as to establish a standard of care for the Consultant's performance under this Agreement.
8. **NON-DISCRIMINATION.** It is the policy of Client to eliminate and avoid discrimination because of race, color, religion, age, sex, national origin, ancestry or physical disability including blindness. All Consultants providing Services or delivering Products to Client are required to provide employment, training, compensation and other conditions of employment without regard to race, color, religion, age, sex, national origin, ancestry or physical disability including blindness. Violation of this provision will be grounds for suspension, termination or cancellation of this Agreement in whole or part.
9. **SAFETY.** The Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction utilized by the construction contractors. Under no circumstances shall the Consultant be responsible for initiating, maintaining, managing or supervising the safety precautions or programs of the construction contractor or its employees, agents, representatives and subcontractors, in connection with their work
10. **TERMINATION.** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Should the Consultant not meet the material requirements of this Agreement, the Client may terminate the Services upon 30 days written notice and reasonable opportunity to cure the alleged default. In the case of termination for convenience, Consultant will be compensated its reasonable termination costs. In the case of either termination for convenience or default, Consultant will be paid for all services performed pursuant to this Agreement, up to the date of termination. In no event shall Consultant be obligated to provide drawings, designs, or other documents to Client after notification of termination until full payment for Consultant's services has been received.
11. **NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right



of action by any other or third person or entity on such Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

12. ANTI-CORRUPTION. The Parties shall conduct themselves in accordance with high ethical standards and in compliance with all applicable laws, including without limitation local and international laws prohibiting bribery and other forms of corruption. Each Party undertakes that it (including its respective officers, directors, employees and agents) will not directly or indirectly through any third party or person pay, give, offer, promise or authorize payment of, any monies or anything of value to any official for the purpose of improperly incentivizing or rewarding favorable treatment or advantage in connection with the Proposals, the Services or the Project. For these purposes, "official" includes any official, agent, or employee, or the close relative of any official, agent, or employee, of (i) any level of the Government of the Country where the Project is located (the Government), any department, agency, or any entity that is wholly owned or controlled by the Government, any international public organization, any recognized political party in the Country where the Project is located, any candidate for potential officer in the Country where the Project is located, or (ii) in the case of private sector work, the Project owner or any other private client.

13. OWNERSHIP OF DOCUMENTS. The Parties hereto agree that Consultant shall retain ownership and possession of all drawings, specifications, and other documents when its services have been completed and fully compensated. The Client will be provided one set of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on the Project to be done by others, or on other projects, without the prior written consent of Consultant. Such consent shall stipulate what, if any, additional compensation shall be paid to Consultant for such reuse of documents by the Client. In no event shall the receipt of such additional compensation operate as a waiver of Consultant's rights under this Article.



Exhibit C - Scope and Schedule of Services

PROJECT UNDERSTANDING

The City is planning for a new aquatics center, new sports fields, and for the resurfacing of some existing sports fields, all of which are top priorities for the City Council.

- The City seeks public involvement services to inform the public and solicit input as to their preferences and concerns about the project prior to placing a funding referendum on the November 2019 general election ballot for these projects.
- The proposed aquatics center site is on NW Lake Road, west of its intersection with Everett Street (State Route 500).
- The location of the planned new sports fields is still to be determined.
- The sports field improvements would resurface several existing sports fields located at local school sites across the City to help meet an ever increasing demand for an assortment of ballfields. The sites include Forest Home Park, Prune Hill Sports Park, and Dorothy Fox Sports Park.
- Site and project concerns and questions are anticipated to include transportation, parking, needed programs to be accommodated within the facilities, and environmental concerns related to the removal of trees and proximity to nearby shorelines.
- Under separate contract with the City, other consultants are preparing building and site design documents, cost estimates, and performing site acquisition due diligence.

PROJECT ASSUMPTIONS

The following assumptions were used to prepare this scope of work.

- The outreach scope tasks are from May 29, 2019 through November 2019.
- The City will secure all meeting venues, pay applicable fees, and provide staff to attend public meetings.
- The City will conduct one round of review and provide one consolidated set of comments on all draft deliverables.
- The City will provide conceptual project plans, and design graphics as needed to support outreach scope tasks.

SCOPE OF WORK

Task 1.0: Project Management

For this task the consultant will:

- Coordinate with the City's project manager in person, by email, and telephone.
- Participate in monthly project management meetings with the City.
- Prepare a brief memorandum summarizing each of the monthly project management meetings.
- Provide monthly invoices.

Assumptions

- Two consultant staff will participate in monthly project management meetings up to 1 hour.
- Project management meetings are anticipated to be three teleconferences, and three in person meetings.

Deliverables

- Project management meetings (6)
- Monthly invoices (6)

Task 2.0: Project Website and Social Media

The consultant will develop a project website and social media campaign to inform and engage the community. The project website will educate stakeholders and residents, thus helping to build project momentum and understand community priorities and concerns related to the aquatic center and sports fields' project. The consultant will integrate the project website with social media outreach to reflect a unified project message. The consultant will use



the City's existing social media platforms (Facebook, Twitter, Camas Connect app) to distribute project information and engage community members.

For this task, the consultant will:

- Purchase a website domain name and host the website for six months.
- Design a project-specific website with up to three pages, including a project identity/brand to be reflected in all project materials.
- Provide up to 5 hours per month of website updates at key project milestones, including the two open houses and Camas Days (see Task 3).
- Create 800p by 800p social media graphics, 1200p by 680p Facebook event graphics, and coordinating copy for the City of Camas Facebook page, Twitter account, and Camas Connect app.
- Post one update per week on three social media channels (Facebook, Twitter, and the Camas Connect app) through election on November 5 and one week afterward.
- Post one article with graphic on the City's website homepage in order to reinforce voter education and engagement.
- Provide social media monitoring, researching, and responding to resident questions and comments after posting.

Assumptions

- The consultant will maintain the website domain name and hosting for a six-month project duration.
- The City will provide one round of consolidated review on all website and social media content.
- The consultant will provide up to 5 hours per month of website updates for 6 months.
- The consultant will provide up to 3 hours per week for social media posts and monitoring through 12 November 2019 (one week after election day) for a total of 24 weeks.
- The consultant will provide up to 1 hour per month to prepare and post articles on the City's website homepage (six articles total).

Deliverables

- Project website design, hosting, and up to 5 hours per month for updates
- Weekly social media posts and monitoring
- Monthly articles on the City's website homepage

Task 3.0: Community Outreach

To engage the community and solicit community input on recreation preferences and concerns related to a community aquatics center and sports fields, the consultant will implement community outreach activities, including:

- Preparation for and facilitation of two community open houses (physical and online)
- Support for Camas Days
- Preparation and distribution of an informational/frequently asked questions flyer.

For the open houses, the consultant will:

- Prepare a meeting plan that will identify project background information, room layout, schedule, and informational station staffing for each open house.
- Participate in one 1-hour teleconference with City staff to prep for each open house.
- Prepare a 6- by 9-inch postcard mailer to advertise each open house and distribute to all households within the Camas zip code (approximately 10,000)
- Prepare one electronic slideshow presentation for Open House 1 and modify it for use at Open House 2.
- Prepare a sign-in sheet and comment cards.
- Prepare up to nine presentation boards for each open house (18 total).
- Post all open house materials on the project website and host an online open house for approximately two weeks following each physical open house.
- Prepare a meeting summary for each open house that includes a summary of all comments received at the physical open house and through the online open house.

For Camas Days, the consultant will:

- Provide an informational/frequently asked questions flyer (as described below).
- Provide two presentation boards modified from Open House 1.
- Assist the City with staffing the Camas Days booth on 26 and 27 July.

For the informational/frequently asked questions flyer, the consultant will:

- Design, print, and distribute an 8.5- by 11-inch informational flyer that includes frequently asked questions and answers.
- Prepare the flyer for distribution at Camas Days and through direct mail to all households in the Camas zip code (approximately 10,000 for mail and 200 for Camas Days).

Assumptions

- Open houses will be up to 2 hours in length; costs include 1 hour travel time and 1-hour pre/setup and tear down time for up to three Consultant staff members.
- Two consultant staff members will participate in one 1-hour teleconference to prep for each open house
- Informational/frequently asked questions flyer will be 8.5- by 11-inch, double-sided.
- The Consultant will pay printing and mailing costs for the open house mailers and invoice the City.
- Mailers will be distributed to all households in the Camas zip code (up to 10,100).
- One consultant staff member will support the City at the Camas Days booth for 2 hours each day for a total of 4 hours.
- The City will secure a table at Camas Days specific to this outreach effort.
- The City will provide one consolidated review of all materials for outreach activities.

Deliverables

- Draft and final open house meeting plans (two)
- Two teleconference prep meetings
- Up to 18 presentation boards (nine per open house)
- Draft and final sign in sheets and comment cards for each open house
- Draft and final electronic slideshow presentations for each open house
- Two online open houses with online comment forms
- Draft and final open house summaries (two)
- Design, production, and mailing of two open house mailers; and design, production and distribution at Camas Days and online for one flyer

Task 4: Press Releases

Press releases are necessary to announce the outreach events and distribute accurate project information leading up to 5 November election. For this task the consultant will:

- Draft and distribute press releases to local media. Press releases will be prepared using messaging and branding from the project website to convey key messages decided by the project team.

Assumptions

- City staff will review and signoff on each press release.
- Up to four hours of consultant time is involved in each press release.
- One press release per month for up to four months (June, July, August, September).

Deliverables

- Up to four draft and final press releases



Exhibit D - Compensation

1. Compensation

a. For the performance of the Scope of Services, Client shall compensate the Consultant, for each hour (or portion thereof) that Services are performed, plus other direct costs ("ODCs"), up to the not-to-exceed amount ("NTE") shown herein which shall constitute Consultant's Total Compensation.

b. The Rates are inclusive of all direct and indirect costs associated with the performance of Services, including, but not limited to, direct labor, overhead, fringe benefits, home office support, and operating margin ("Profit"), unless otherwise specified.

c. Client will reimburse Consultant for its ODCs at cost plus 10 percent.]

d. The NTE Amount for this Agreement, inclusive of the labor Rates and ODCs, is \$69,490.00, which will not be exceeded without the written consent of the Client as follows.

Task 1.0:	\$4,480.00
Task 2.0:	\$17,855.00
Task 3.0:	\$30,920.00
Task 4.0:	\$2,805.00
Expenses:	<u>\$13,430.00</u>
Total:	\$69,490.00

2. Payment Terms

a. The Consultant shall prepare at the end of each four (4) week period an invoice showing the authorized hours Services were performed and corresponding Rates pursuant to the schedule of Services.

1. Invoices shall be in a form acceptable to Client.
2. Invoices for any approved ODCs shall be taken from books of account kept by the Consultant, and the Consultant shall maintain and have available copies of payroll distribution, receipts, bills, and other documents required by the Client to verify such direct expenses.
3. Payment of the invoices shall be due within thirty (30) days of receipt by Client.