

PORT OF SKAMANIA COUNTY
AGREEMENT FOR PROFESSIONAL SERVICES
(CHAPTER 39.80 RCW)

This **AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”)** is made and entered into as of the later of the two signature dates below, by and between:

PORT OF SKAMANIA COUNTY
ATTN: Executive Director
PO Box 1099
Stevenson, WA 98648
(“Port”)

AND

PBS Engineering and Environmental, LLC
1325 SE Tech Center Dr., Suite 140
Vancouver, WA 98683
360.567.2113
Pbsusa.com **(“Consultant”)**

Term of Contract: July 24, 2024 thru June 2025

- **SCOPE OF WORK:** Consultant shall perform the work detailed on the Scope of Work attached hereto as Exhibit A (the “Work”).
- **COMPENSATION:** The Consultant shall be compensated for the Work on the basis of hours worked and expenses incurred by its employees at the rates shown on Exhibit A hereto.
- **GENERAL PROVISIONS:** Work covered by this Agreement shall be performed in accordance with the General Provisions (which are attached hereto and form a part of this Agreement) and any attachments or schedules.
- **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the later of the dates indicated below. By signing below, each signatory represents that he or she has authority on behalf of his or her respective party to enter into this agreement, which shall be binding upon the parties according to its terms.

CONSULTANT

PORT OF SKAMANIA COUNTY

Signature: _____

Signature:  _____

Name: Rich Darland

Name: Pat Albaugh

Title: Sr. Project Manager

Title: Executive Director

Date: 7/26/2024

Date: 7/24/2024

GENERAL PROVISIONS

In consideration of the mutual covenants and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Scope of Work. The objective of this Agreement is the timely preparation, completion and/or delivery of the Work.

1.1 Work covered by this Agreement shall be performed in accordance with the provisions and any attachments or schedules. Except as may be otherwise provided for herein, this Agreement may only be amended by the mutual consent of both parties hereto, in writing and signed by duly authorized representatives of both parties.

2. Term of Agreement. The Consultant shall not begin Work under the Agreement until the Port has specifically authorized the Consultant to do so in writing. The time required for completion of all Work is set forth in Exhibit A. The completion dates for the Work may be modified only upon written agreement of the parties hereto. The completion dates for the Work may be, but are not required to be, extended in the event of a delay caused by change order work requested by the Port, or if the Consultant's Work is delayed by unavoidable circumstances beyond the control of the Consultant and which the Consultant could not reasonably have anticipated. This Agreement may be extended for multiple terms at the sole discretion of the Port and subject to budget appropriations and Commission approval when required; if so extended, all of the terms and conditions herein shall apply to such extension.

3. Compensation and Payment. The Consultant shall be compensated on the basis of hours worked and expenses incurred by its employees at the rates shown in the attached Exhibit "A". The Consultant shall receive no other payment for materials or disbursements unless expressly allowed by the Agreement. The Consultant shall not adjust the wage rates in Exhibit "A" without written authorization from the Port.

3.1 Consultant shall supply Port with a monthly invoice and written documentation, satisfactory to Port, for all amounts due under this Agreement, including but not limited to project budget status and a narrative progress description of work performed that is acceptable in form to the Port. All invoices submitted by Consultant to Port shall reference any applicable billing codes provided by Port to Consultant. Any applicable taxes shall be listed as separate line items on each Consultant

invoice. All invoices and documentation may be reviewed and audited by Port and payment may be subject to review or audit. Subject to the preceding, payments shall be due net thirty (30) days of receipt of such invoice by Port. In no event shall the Port be charged interest on payments due under this Agreement. If required by Port, Consultant shall provide periodic forecasts of its total fees and costs incurred to date. With regard to time and materials Work, only the reimbursable expenses specifically listed in the attached Exhibit "A" will be payable expenses under this Agreement.

3.2 If Exhibit A specifies that the Work is to be performed on a fixed fee basis, the Consultant shall be paid the amount of the fixed fee as consideration for full and satisfactory performance of the Work regardless of the Consultant's cost to perform the Work. The Port shall have sole authority for determining when all Work has been satisfactorily performed by the Consultant. The Consultant's payment for the Work shall not exceed the specific amount unless authorized in writing by the Port, as provided herein. The fixed fee amount comprises all of the Consultant's payment for the Work and includes without limitation all costs of salaries, overhead, non-salary expenses (including, but not limited to, travel, reproductions, telephone, supplies, and fees of outside consultants), as well as the Consultant's profits. The Consultant's payment for the Work shall not exceed the specified amount unless first authorized by the Port in writing.

3.3 The Consultant shall obtain the prior written approval of the Port for any charges for additional services by the Consultant, the additional services of others retained by Consultant, or the furnishing of additional supplies, materials or equipment. The Consultant shall not be entitled to compensation for any such additional charges incurred in violation of this paragraph.

4. Payment of Subconsultants. At the time of project completion, the Consultant agrees to certify to the Port that all employees (including without limitation any union fees and any benefit plans), and subconsultants have been paid in full. Final payment shall be preconditioned upon receipt of such certification by the Port; the Port may, in its sole discretion, withhold final payment

until receipt of such certification. The Consultant shall be solely responsible for the performance and payment of any and all subconsultants. All such subconsultants shall possess all licenses and insurance as required by this Agreement and/or the laws of the State of Washington.

5. **Termination.** This Agreement may be terminated by either party upon seven (7) days' written notice should one party fail to perform in accordance with its terms through no fault of the other. In the event the party that fails to perform is the Consultant, the determination of "fail to perform in accordance with its terms" shall be in the sole judgment of the Port. In the event of termination, the Consultant shall be compensated for satisfactory Work performed to the termination date by reimbursement of the Consultant's actual costs directly related to the project plus normal overhead and reasonable profit. The Port shall have sole authority for determining when all Work has been satisfactorily performed by the Consultant. In no case, however, shall such reimbursement exceed the agreed upon fee as approved and amended by the Port. Any Work product generated by the Consultant prior to such termination shall be the sole property of the Port, and the Consultant agrees to provide the Port with all such materials. If the accumulated payment made to the Consultant prior to notice of intent to terminate exceeds the total amount that would be due as set forth herein above, then no final payment shall be due, and the Consultant shall promptly reimburse the Port for the excess paid.

5.1 Further, this Agreement may be terminated by the Port at any time for any reason whatsoever, at the sole discretion of the Port, with seven (7) days' written notice. If the Port terminates for convenience, the Port will pay according to the payment terms as provided in Paragraph 5, above. If, after termination for failure of the Consultant to fulfill contractual obligations, it is determined that the Consultant has not so failed, the termination shall be deemed to have been effected for the convenience of the Port.

5.2 In addition to the above, the Port reserves the right to suspend all or any portion of the Work and services for Consultant's default or Port's convenience. If the Consultant's work is delayed for more than thirty (30) calendar days due to circumstances for which the Consultant is responsible, the Port may find the Consultant in default and terminate this Agreement.

6. **Deviations from Scope of Work.** The Port may at any time issue written directions within the general scope of this Agreement. If any such direction causes an increase or decrease in the cost of this Agreement or otherwise affects any other provision of this Agreement, the Consultant shall immediately notify the Port and take no further action concerning those written directions until such time as the parties have executed a written change order. No additional work shall be performed or charges incurred unless and until the Port approves in writing the change order and the increased cost thereof. Any work done in violation of this paragraph shall be at the sole expense of the Consultant. Additionally, the Port reserves the right to modify the amount spent for identified project tasks within the scope of work, provided that the Contract Amount, as may be modified under Paragraph 3.3, is not exceeded.

6.1 The Consultant shall make all revisions and changes in the completed work under this Agreement as are necessary to correct the Consultant's, and its subconsultants', errors or omissions without additional compensation from the Port.

7. **Insurance.** Consultant, concurrently with the execution of this Agreement, shall provide the Port with evidence that Consultant has obtained and is maintaining the insurance listed as follows:

7.1 Workers' Compensation Insurance as required by law.

7.2 Employers' Liability Insurance (bodily injuries) with a limit of One Million Dollars (\$1,000,000) per occurrence with an insurance company authorized to write such insurance in all states where the Consultant will have employees located in the performance of its work covering its common law liability to such employees.

7.3 Commercial General Liability Insurance with limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate and Automobile Liability Insurance covering all owned and non-owned automobiles or vehicles used by or on behalf of Consultant with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and/or property damage.

7.4 Professional Liability Insurance covering Errors and Omissions of the Consultant in the amount of not less than One Million Dollars (\$1,000,000) per claim.

7.5 Except with regard to the Professional Liability Insurance and Workers' Compensation Insurance, each of the policies required herein shall name the Port as an additional insured by way of a policy endorsement. Furthermore, each policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to the Port except upon forty-five (45) days' prior written notice from the insurance company to the Port; (iii) contain an express waiver of any right of subrogation by the insurance company against the Port and its elected officials, employees, or agents; (iv) expressly provide that the defense and indemnification of the Port as an "additional insured" will not be effected by any act or omission by Consultant which might otherwise result in a forfeiture of said insurance; (v) contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit; (vi) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another; and (vii) provide for coverage for damage to the Port's property caused by the Consultant.

7.6 With regard to the Professional Liability Insurance, policy shall be issued on a claims made form, with the following additional terms applying to the policy: (i) coverage shall be maintained for a minimum of six (6) years after Contract completion, with evidence of the same provided to the Port annually, (ii) the Retroactive Date must be shown and must be before the date of this Contract or commencement of Work hereunder, (iii) if the policy is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the Contract or commencement of Work hereunder, the Consultant must purchase "extended reporting" coverage for a minimum of six (6) years after completion of the Contract work.

7.7 The Consultant shall furnish the Port with copies of Certificates of Insurance evidencing policies of insurance required herein. Except as otherwise specified herein, the Consultant and its subconsultants shall maintain these policies as identified above for the term of this Agreement and for a period of one year thereafter. The Port's failure to request such certificates shall not relieve the Consultant of the obligation to provide them.

7.8 The Consultant shall maintain the insurance in effect at all times that it is performing

work under this Agreement. Failure to obtain and/or maintain such insurance shall be grounds for the Port to find the Consultant in default and terminate the Agreement accordingly.

Alternatively, the Port may at its option purchase such insurance and deduct the reasonable expense therefore from payments made to or owing to the Consultant.

7.9 If the Consultant maintains broader coverage and/or higher limits than the minimums set forth above, the Port requires and shall be entitled to such broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage listed herein shall be available to the Port.

8. Consultant Not an Agent or Employee of the Port. In performing work and services hereunder, the Consultant and Consultant's employees, agents, and representatives shall be acting as independent Consultants and shall not be deemed or construed to be partners, employees or agents of the Port in any manner whatsoever. No employee of the Consultant shall be considered an employee of the Port even while performing work required under this Agreement. Furthermore, the Consultant shall not hold itself out as, nor claim to be, an officer or employee of the Port by reason hereof and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Port.

9. Conflict of Interest. Consultant covenants that it presently has no interest and shall not acquire an interest, directly or indirectly, which would conflict in any manner or degree with its performance under this Agreement. Consultant further covenants that no person having such interest shall be employed by it or any of its subconsultants.

10. Compliance with Applicable Law. The Consultant shall comply with all the Port's resolutions and all federal, state, and local laws, regulations and ordinances that are applicable to the work performed pursuant to this Agreement. Both parties mutually agree to re-negotiate scope, budget, and schedule should a change in any of the applicable Port's resolutions, federal, state or local laws, regulations or ordinances during the performance of the work affect the cost of performing the work. The Consultant shall register (and shall require the same of all subconsultants),

as required by RCW 23B.15.010, to do business in the State of Washington and provide proof of the same to the Port.

11. **Indemnification.** The Consultant shall defend (with legal counsel satisfactory to the Port), indemnify and hold the Port, its elected officials, agents and employees (collectively "Port") harmless from and against all liabilities, obligations, fines, claims, damages, penalties, lawsuits, governmental proceedings, judgments, costs and expenses (including, without limitation, all attorneys' fees, costs and expenses of litigation):


- Arising out of any negligent act or omission of Consultant, its directors, officers, subconsultants, agents and/or employees (collectively "Consultant") in connection with the work performed pursuant to this Agreement; provided, however, that in the event of concurrent negligence of the Consultant and the Port, then this defense and indemnification shall apply only to the extent of the Consultant's negligence; and/or
- Arising from a breach of this Agreement by Consultant; and/or
- Arising out of or due to any failure on the part of Consultant to perform or comply with any rule, ordinance or law to be kept and performed.

The Port will inform Consultant of any such claim or demand that alleges liability based in whole or in part on any act or omission of Consultant, its directors, officers, agents, or employees. Thereafter the Consultant shall (i) reasonably cooperate in the defense of such claim and (ii) pay the Port's defense of such claim as incurred, whether or not such claim is ultimately successful. In this regard, the Port will reasonably cooperate with Consultant in allowing Consultant to jointly select, with the Port, attorneys to defend the Port and Consultant provided that Consultant confirms its obligation to pay the Port's defense costs.


11.1 In the event of concurrent negligence by the Port and Consultant, then at the conclusion of the action (e.g., judgment, arbitration award or settlement), the attorneys' fees and costs incurred in defending the Port shall be apportioned to the parties based on their respective fault as provided by RCW 4.24.115.

11.2 The foregoing indemnification obligation shall include, but is not limited to, all claims against the Port by an employee or former employee of the

Consultant or any subconsultant or service provider. For this purpose, the Consultant expressly waives, as respects the Port only, all immunity and limitation on liability under any industrial insurance Act, including Title 51 RCW, or other workers compensation act, disability act, or other employees benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim. **BY INITIALING BELOW THE PORT AND CONSULTANT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.**



Consultant



Port

12. **Work Product Confidentiality.** Any reports, documents, questionnaires, records, information or data given to or prepared or assembled under this Agreement which the Port requests to be kept confidential shall not be made available by the Consultant to any individual or organization without prior written approval of the Port except as may be ordered by a court of competent jurisdiction. The provisions of this section shall survive the expiration or earlier termination of this Agreement. No reports, records, questionnaires, or software programs provided by the Port or other documents produced in whole or in part by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

13. **Public Disclosure Request.** Correspondence, reports, and other written work product will be generated during the course of the relationship created by this Agreement, and third parties may request such information pursuant to the Washington State Public Disclosure Act (RCW 42.17.250 *et. seq.*). The parties agree that in the event that such a request is filed, the party with whom the request is filed will promptly notify all other parties to this Agreement. The parties further agree that they will not disclose any such requested material until at least ten (10) business days after providing notification to all other parties to this Agreement. The intent of this clause is to provide all parties the opportunity to seek injunctive relief so as to protect the vital functions of those entities. This clause shall survive the termination or expiration of this Agreement.

14. **Plans, etc. Property of Port.** All work performed under this Agreement is work for hire. All deliverables, including but not limited to original plans, drawings and specifications, prepared by the Consultant and any and all sub-consultants for the Port and funded by the Port are and shall remain the property of the Port whether or not the Project for which they are made is executed. This shall not apply to proprietary software or documentation that may be provided to the Port and that was developed independent of funding by the Port. The Consultant assumes no liability for any use of the drawings and specifications other than that originally intended for the project. Originals, including electronic forms of the data prepared by the Consultant and funded by the Port, shall become the property of the Port. No reports, records, questionnaires, software programs provided by Port or other documents produced in whole or in part by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. The Consultant's work shall not infringe on any copyright, patent, trade secret, or other proprietary rights held by any third party.

15. **Electronic File Compatibility.** All electronically transmitted output must be compatible with existing Port software and shall be provided to the Port in a CAD or other appropriate electronic format. All CAD deliverables shall be consistent with the Port's standard CAD layering system, as provided by the Port to the Consultant. Consultants shall check with the Port for software application, system compatibility and preferred file type.

16. **Non-Discrimination.** In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or being handicapped, a disadvantaged person, or a disabled or Vietnam-era veteran or a member of any other protected class. The Consultant shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex, national origin, age, marital status, or being a handicapped or disadvantaged person or a disabled or Vietnam-era veteran or a member of any other protected class.

17. **Federal Restrictions on Lobbying.** Consultant certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601

et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

18. **Federal Debarment and Suspension.** The Consultant certifies, that neither it nor its "principals" (as defined in 49 CFR.29.105) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor will include this clause without modification in all lower tier transactions, solicitations, proposals, agreements, contracts, and subcontracts. Where the offeror/consultant or any lower tier participant is unable to certify to this statement it shall attach an explanation to this Agreement. The Port reserves the right to require Consultant to replace a subconsultant or lower tier participant who cannot meet the foregoing certification requirement.

19. **Subletting or Assigning of Agreement.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the Port.

20. **Notices.** All notices and payments hereunder may be delivered or mailed to the addresses listed above. If delivered by messenger or courier (including overnight air courier), they shall be deemed delivered when received at the street address. All notices and payments mailed, whether sent by regular post or by certified or registered mail, shall be deemed to have been given on the second business day following the date of mailing, if properly mailed to the mailing addresses provided above, and shall be conclusive evidence of the date of mailing. The parties may designate new or additional addresses for mail or delivery by providing notice to the other party as provided in this section. The address for delivery of notices and payments are as set forth in the introductory paragraph of this Agreement.

21. **Review of Title Documents.** Prior to the execution or recordation of any documents effecting title to any property, said document shall be reviewed by the Port. Consultant shall not execute or record (or make to be executed or recorded) any such document prior to the Port's review and approval.

22. **Jurisdiction.** This Agreement is made and delivered in the State of Washington and shall be construed and enforced in accordance with the laws thereof. Jurisdiction and venue of any dispute hereunder shall be solely and exclusively in the Superior Court of the State of Washington in and for Skamania County. In the event of a dispute arising out of or under this Agreement, the substantially prevailing party shall be entitled to its reasonable attorneys' fees and costs.

23. **Pollution.** Port acknowledges that the Consultant is not responsible for the creation or presence of contamination or pollution, if any, at the property except to the extent that such a discharge, release or escape is caused by the Consultant's acts or omissions. For the purpose of this clause, contamination or pollution shall mean the actual or alleged existence, discharge, release or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, or surface

water of or near the property. The Consultant will promptly notify the Port of contamination or pollution, if identified. Notwithstanding the foregoing, the Port does not waive any cause of action for damages resulting from the Port's reliance on any misrepresentation (made either knowingly or negligently) by the Consultant with regard to the presence of any contamination or pollution.

24. **Consultant Work.** Consultant's work shall meet or exceed the standard for similar services performed by similarly licensed professionals performing work in Skamania County, Washington.

25. **Entire Agreement.** This is the entire agreement between the parties. There is no other oral or written understanding between the parties concerning this matter. The Consultant specifically understands that no Port employees other than the project manager or his/her supervisor are authorized to direct the work of the Consultant.

26. **Signing Authority.** Anyone signing this Agreement by said signature certifies that he/she has the authority to execute said document on behalf of the Consultant and that his/her signature is binding upon the firm or corporation.

Exhibit A

Scope of Work

Cascade Business Park Port of Skamania County North Bonneville, WA

INTRODUCTION

PBS Engineering and Environmental, LLC has been selected by the Port of Skamania County to perform project management, civil engineering, land use planning, environmental documentation and other related services for the Cascade Business Park project. Professional services will include site design, stormwater design, environmental documentation and permits, and pavement design. Additionally, project coordination and required federal documentation will be performed.

It is anticipated that a SEPA Checklist will be required to document project impacts. Also, the Consultant will prepare the National Pollutant Discharge Elimination System (NPDES) application and Storm Water Pollution Prevention Plan (SWPPP) for the Project.

PROJECT DESCRIPTION/BACKGROUND

The access road into the Cascade Business Park (Coyote Ridge) was constructed several years ago including storm sewer, sanitary sewer, and water extensions. The Port desires to complete as much site development work as funding will allow on the east side of the Business Park to attract potential tenants. Maul Foster Alongi has completed plans to the 60% design level and PBS will take those plans through final engineering approval, any land use permitting, and final construction plans.

The Port has obtained Federal Funding through the Environmental Protection Agency (EPA) that can be used for construction of sanitary sewer and related infrastructure. This funding will expire June 30, 2025 so it is essential to have those elements approved and constructed prior to that date. The funding expiration will require two plan sets to be prepared (one for sanitary sewer and associated improvements, and the other for the remainder of the construction items).

SCHEDULE

The following schedule is intended to show anticipated duration of tasks and the relationship of major milestones. Actual deliverable dates will be finalized at the project Kick Off Meeting.

July 16, 2024	Port Commission Meeting to Present Scope
Aug/Sept 2024	Project Review / Design
Oct 2024	90% Plan, Specs and Estimate Submittal and Review (Phase 1 and 2)
Dec 2024	Phase 1 - 100% Plan, Specs and Estimate Submittal and Review
Jan 2025	Phase 1 - Final Plans & Specifications Submitted

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

PBS shall oversee project tasks and coordinate with Port representatives to manage the scope, schedule and budget for the design engineering phase.

Subtask 1.1 – Contract Administration, Invoicing, and Progress Reports

- Prepare and submit monthly invoices. Each invoice will include: date period covered by invoice, labor category, billing rate, subtotal per scope task, and total billed for the billing period. Expenses will be itemized separately with backup detailing the nature of the charges.
- Prepare an Invoice Summary Report to accompany the monthly invoices. The Invoice Summary Report will list scope task, invoice amount, invoiced to date, remaining budget, percent complete.
- Prepare a brief Project Status Report to accompany the monthly invoices. The Project Status Report will include: date period covered by Status Report, summary of work performed during the billing period, a notice regarding any issues or concerns that could require a contract amendment/supplement, completed and/or upcoming project milestones, and action items needed from the Port for project delivery.

Deliverables

- Monthly invoices, Contract Summary Reports, and Project Status Reports.

Subtask 1.2 – Meetings

This item includes the preparing for and facilitating regular meetings to successfully complete the project.

- The Consultant shall schedule Project team meetings and prepare meeting agendas. This includes a Project kick-off meeting, monthly progress meetings with Port staff, review meetings and coordination meetings (assume 12 meetings).
- The Consultant shall organize and hold Project meetings with key Project team members, as well as representatives from the Port and other agencies, as needed. These meetings shall have specific agendas addressing and resolving Project issues as they are encountered (assume 6 meetings).

Deliverables

- Meeting Agendas and Meeting Summaries delivered within 5 working days of the meeting

Subtask 1.3 – Management, Coordination, and Direction

- The Consultant shall provide management, coordination, and direction to the Project team in order to complete the project on time and within budget.

- The Consultant shall prepare and maintain a project design schedule. The schedule shall identify Consultant tasks, major milestones and deliverables, and items provided by Port and other consultants. The schedule shall be updated every month or as circumstances require.
- The Consultant shall coordinate tasks and activities with the Port. This shall include using monthly meetings to plan and coordinate upcoming activities.
- The Consultant shall coordinate with private and public utilities, including power, phone, cable, gas and other utilities (See Task 6).
- Assist the Port in coordination with the EPA regarding Grant Funding

Deliverables

- Project Schedule & Schedule Updates
- Meeting Agendas
- Summary notes of coordination efforts

TASK 2: CIVIL ENGINEERING AND DESIGN

The Port will provide PBS with AutoCAD and Civil 3D design files developed by Maul Foster Alongi (MFA) in preparation of the 60% Design Plans. PBS will utilize this design information and the 60% Design Plans to advance the Design through the 90% and Final Design submittals. PBS will use the Draft Storm Report developed by MFA to evaluate and refine the methodology for the storm conveyance, treatment, and disposal system. PBS will utilize the Draft documents to complete the Final Storm Report.

Subtask 2.1: 90% Design

The Consultant will develop construction documents to the 90 percent design stage. These documents will consist of plans, specifications, and an updated estimate of project cost.

Design tasks include the following:

- Meet with Port staff to discuss 60% design and any design review comments related to the 60% Design.
- Develop construction cost estimate based on the 60% design plans to evaluate options for extending utilities to the east side of the site and determine the level of improvements that can be constructed within the available funding.
- Split project into two phases based on available Environmental Protection Agency (EPA) Funding and other funding sources.
- Refine profiles and grading for site elements to be included both phases of 90% Design Plans.
- Refine water main layout and hydrant spacing.
- Develop storm sewer and sanitary sewer profiles for each main conveyance line. Pipe elevations and slopes for laterals may be shown in tabular form or in plan view
- Develop detailed geometric layout of intersections and grading for ADA purposes
- Refine layout and design for water quality treatment and detention facilities.
- Review grading and utility depth based on existing deed restrictions and limitations on excavation depths.
- Identify impacted private and Port utilities

- Develop preliminary site lighting and photometrics plan. The goal of this effort is to identify conduit and junction box location to facilitate site lighting as the site develops.
- Develop two plan sets, one showing work on the east side of the site that will be included in the Federally Funding portion of the project (assumed east side of site). The second plan set will include work to the north that can be constructed with remaining State and Port funding sources.
- Update stormwater analysis using HydroCAD software, basin delineation map, and storm system layout, and Draft stormwater/hydrology report
- Evaluate use of environmentally friendly stormwater treatment devices such as Grattix Boxes or rain gardens
- Develop Technical Specifications for elements of work included in the 90% Plans.
- Calculate quantities and prepare a 90% engineer's estimate of construction costs
- Submit 90% plan set, 90% Special Provisions and cost estimate for review
- Meet with Port staff after review of the 90% PS&E.

Site Development Plans – Federally Funded (90% Design) – 24 Sheets

- Cover Sheet (1 sheet)
- Legend Sheet and General Notes (2 sheet)
- Typical Sections (2 sheets)
- Existing Conditions Plan (1 sheet)
- Erosion Control and Grading Plans (1 sheets)
- Erosion Control Detail Sheets (1 sheets)
- Site Plan (1 Sheets)
- Street, Storm, and Water Plan Sheets (1 sheets)
- Intersection Layouts (1 sheets)
- Stormwater Facility layout Sheets (1 sheets)
- Sanitary Sewer Plan Sheets (1 sheets)
- Sanitary Sewer Profile Sheets (1 Sheets)
- Sanitary Sewer Details (2 Sheets)
- Site Lighting / Photometrics Plan (1 sheets)
- Miscellaneous Details Sheet (5 sheets)
- Standard Detail Sheets (2 sheets)

Site Development Plans – State and Locally Funding (90% Design) – 24 Sheets

- Cover Sheet (1 sheet)
- Legend Sheet and General Notes (2 sheet)
- Typical Sections (2 sheets)
- Existing Conditions Plan (1 sheet)
- Erosion Control and Grading Plans (1 sheets)
- Erosion Control Detail Sheets (1 sheets)
- Site Plan (1 Sheets)
- Street, Storm, and Water Plan Sheets (1 sheets)
- Intersection Layouts (1 sheets)

- Stormwater Facility layout Sheets (1 sheets)
- Sanitary Sewer Plan Sheets (1 sheets)
- Sanitary Sewer Profile Sheets (1 Sheets)
- Sanitary Sewer Details (2 Sheets)
- Site Lighting / Photometrics Plan (1 sheets)
- Miscellaneous Details Sheet (5 sheets)
- Standard Detail Sheets (2 sheets)

Deliverables

- 90% Design Plans (Two Plan Sets) – (PDF format)
- 90% Project Cost Estimate (One for each Phase) – (PDF Format)
- 90% Technical Specifications (PDF Format)
- Draft Stormwater Report (One Report for Both Phases - PDF Format)

Subtask 2.2: 100% and Final Design

The Consultant will address review comments from the 90% plans and refined the two sets of construction documents to the 100% and Final design stage. These documents will consist of plans, specifications, a bid item list, and updated construction cost estimates.

Design tasks include the following:

- Address Port review comments regarding the plans, specs, and estimate.
- Prepare final special provisions as needed for non-standard items shown on the plans, and compile the project specifications.
- Develop Draft Contract Documents including Bid Form and Technical Specifications.
- Compute quantities and prepare an engineer's estimate of construction costs.
- Submit 100% PS&E for Review
- Prepare the project NPDES permit application, and post the Notice of Intent (NOI) in the Port's newspaper of record
- Prepare the project Stormwater Pollution Prevention Plan (SWPPP)
- Update PS&E documents based on Port review comments
- Prepare and submit Final Plans, Specifications and Estimate (PS&E) Package

100% and Final design phase plan set shall include the same sheet set as the 90% Plans with additional detail and updated information:

Deliverables

- 100% PS&E – Two Sets (PDF Format)
- 100% Specification Documents in Word and PDF format (Two Sets)
- 100% and Final Project Cost Estimate in Excel and PDF format – Two Sets (including line items for PE, ROW, CE)
- NPDES Permit Application
- Stormwater Pollution Prevention Plan (SWPPP)
- Final Stormwater Report (One Report - PDF Format)

Subtask 2.3: Bidding Support

The Consultant will support Port staff in issuing the project for Bid, answering questions during bidding, and reviewing bids with Port staff. Tasks include:

- Attend Pre-Bid meeting, if required
- Respond to Bidder's questions related to the Plans and Specifications
- Prepare Addendum, as necessary, in response to bidder's questions
- Attend Bid Opening
- Review Bids and Bidder Responsiveness

Deliverables

- Pre-Bid Meeting
- Project Addendum, if necessary

TASK 3: GEOTECHNICAL ENGINEERING

Subtask 3.1 – Pavement Design

Hart Crowser has prepared a Draft Geotechnical Report with general pavement design recommendations. This task will take the draft information and target traffic volumes and develop specific pavement design recommendations for parking lots, drive aisles and loading bays.

Assumptions

The above scope of work is based upon the following assumptions:

- No additional field work will be required
- Geotechnical information obtained during initial explorations will be suitable for pavement design analysis.

Deliverables

- Draft Pavement Design (electronic PDF copy)
- Final Pavement Design (electronic PDF copy)

TASK 4: ENVIRONMENTAL REVIEW AND DOCUMENTATION

Subtask 4.1 - SEPA Documentation

This task entails the collection of necessary information and completion of the SEPA checklist for the project. The SEPA checklist is designed to evaluate whether the project will have significant adverse impacts. These include impacts to air, land, water, energy, housing, aesthetics, recreation, transportation, public services, and utilities.

Assumptions

- One round of City review; City revisions and comments on the SEPA checklist will be minor and will not require additional technical analysis.
- The SEPA threshold determination is anticipated to be a DNS or MDNS.
- The City will be the lead agency and will prepare the SEPA threshold determination.

Deliverables

- Draft and Final SEPA Checklist (one electronic copy)

Subtask 4.2 - NEPA Documentation

It is assumed that the Federal Funding to be awarded for the sanitary sewer construction will require environmental documentation that complies with the National Environmental Protection Act (NEPA). This task entails tasks to develop the required NEPA documentation.

These include impacts to air, critical areas, cultural resources, hazardous waste, noise, 4(f) resources, agricultural lands, waterways, stormwater, tribal lands, endangered species, and environmental justice. Based on the Port's initial conversations with EPA, it appears that EPA staff may prepare the NEPA Documentation Checklist based on information provided by the Port. This scope provides 40 hours for PBS Staff to assist with the NEPA documentation process. initial conversations

Assumptions

- NEPA determination will be a Categorical Exclusion
- No discipline reports will be required
- NEPA requirements will be set by Grant Funding which has not yet been awarded.

Deliverables

- Draft and Final NEPA Checklist (one PDF electronic copy)

TASK 5: CONSTRUCTION MANAGEMENT (Contingency Task)

This task may be authorized by the Port to provide Construction Management for the project. This may include leading meetings, construction inspection, submittal reviews, evaluating change orders, and other tasks associated with construction management. Specific duties and associated budget may be added by contract amendment once the project is defined and fully funded.

PORT DELIVERABLES TO THE CONSULTANT

Cascade Business Park 60% Design Information

The Port will provide copies of plans, storm reports, geotechnical report, cultural resource report, construction cost estimate, and other documentation developed during the preparation of the 60% Design Plans. The Port will also provide electronic files (CAD) of title blocks, site plans, previous engineering work, standard details for streets, street lighting and other available details, if necessary.

Project Coordination

The Port will assist the Consultant in managing relationships with other jurisdictions involved in the project, adjacent property owners and the public. The Port will provide staff to meet and discuss the project with the Consultant as needed. The Port will provide written comments pertaining to the design submittals.

Utility List

The Port will provide the Consultant with a list of local contacts for utilities within the project limits. Design and plan preparation for the addition or relocation of utilities within the project limits will be completed by others.

Cascade Business Park
 Port of Skamania County
 Monday, July 22, 2024

PBS Engineering and Environmental

Task and Description	PBS												TOTAL	
	ENG MGR VII	SR PM III	ENG VII	ENG V	ENG IV	ENG III	ENG II	ENG I	PLAN IV	LA I	PA III	Expense		
Task 1 Project Management and Administration														20,608.00
Subtask 1.1 Contract Admin and Invoicing	4.00	16.00										8.00		4,800.00
Subtask 1.2: Meetings	8.00	16.00			16.00									7,648.00
Subtask 1.3 Managemnet and Coordination	16.00	24.00												8,160.00
Task 2: Civil Engineering and Design														76,484.00
Subtask 2.1: 90% Design (32 sheets)														3,504.00
60% Cost Estimate		2.00			4.00			16.00						52,696.00
90% Design	4.00	50.00			112.00			150.00						9,536.00
Stormwater Report	4.00	16.00			32.00									8,112.00
Specifications	16.00				24.00									1,680.00
90% Cost Estimate		2.00			4.00			4.00						956.00
Submit PS&E	1.00	7.00			2.00									86,884.00
Subtask 2.2: 100% and Final Design														9,120.00
Respond to Comments	4.00	16.00			16.00			16.00						37,504.00
100% Design	4.00	37.00			68.00			90.00						9,552.00
Contract Documents / Tehcnical Spec Updates	10.00	16.00			24.00									1,020.00
100% Cost Estimate		2.00			2.00			2.00						840.00
Submit PS&E to Port		1.00			2.00			2.00						3,360.00
Respond to Comments		4.00			8.00			8.00						20,800.00
Final Design	4.00	20.00			40.00			60.00						6,448.00
Specification Update / Bid Package	6.00	12.00			16.00									2,160.00
Final Cost Estimate	2.00	2.00			4.00			4.00						1,080.00
Submit PS&E to Port	1.00	1.00			2.00			2.00						6,104.00
Subtask 2.3: Bidding and Construction Support														1,200.00
PreBid Meeting	2.00	4.00												2,632.00
Respond to Bidder Questions	2.00	8.00			4.00									1,492.00
Prepare Addendum	1.00	3.00			4.00									780.00
Bid Opening and Review	1.00	3.00												3,648.00
Task 3: Geotechnical Engineering														3,648.00
Subtask 3.1: Pavement Design	4.00					16.00								3,648.00
Task 4: Environmental Documentation														13,440.00
Subtask 4.1: SEPA Checklist	2.00	8.00							24.00					5,328.00
Subtask 4.2: NEPA Documentation	16.00				24.00									8,112.00
Reimbursable Expenses												1,000.00		1,000.00
TOTAL HOURS	112.00	260.00	0.00	0.00	408.00	16.00	354.00	0.00	24.00	0.00	8.00			
HOURLY RATES	240.00	180.00	205.00	190.00	178.00	168.00	152.00	137.00	142.00	105.00	120.00			
TOTAL DOLLARS	26,880.00	46,800.00	0.00	0.00	72,624.00	2,688.00	53,808.00	0.00	3,408.00	0.00	960.00	1,000.00		208,168.00