

FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

The request authorizes the expenditure of \$306,000 over a period of three years (with two one-year extensions) between two county departments: general services and public works.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001-General Fund						
1012-Public Works						
Total						

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001-General Fund	0	136,000	136,000	68,000	68,000		
1012-Public Works	0	0	68,000	0	34,000		
Total	0	136,000	204,000	68,000	102,000		

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	136,000	204,000	68,000	102,000		
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	136,000	204,000	68,000	102,000		

CO 15-11

Professional Services Contract

THIS CONTRACT, entered this 10th day of March 2015, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Will Cahill, Cahill Inc., after this called "Contractor."

WITNESSETH

WHEREAS, the contractor has been chosen through a competitive bid process by the County (RFP # 328) and has the expertise to provide County staff consulting services about railroad construction and maintenance activities, inspection of contract, permittee and day labor work, documentation of quantities, construction sketches, construction staking, emergency assistance relative to storm and other damage, direction to volunteer organizations, safety compliance according to FRA regulations 49 CFR 214, and advice to County and other labor crews.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall provide professional services for Clark County and, to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as Exhibit "A."

2. Time. The Contract shall be deemed effective beginning on the date of execution by the County and ending three years from that date. The Contract may be renewed for two additional periods for one year each upon the agreement of the parties.

3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event shall the amount billing exceed the dollar amount in Exhibit B without prior approval of the County.

4. Termination. The County may terminate this Contract immediately upon any breach by Contractor in the duties of Contractor as set forth in contract. The waiver by the County of one or more breaches shall not be construed as a waiver of any

subsequent breach or breaches. Further, County may terminate this Contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

5. Independent Contractor. The Contractor shall always be an independent Contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees,

licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this Contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents: Contract documents consist of this Contract, Exhibit A, a scope of work which consists of a proposal based on RFP #328, and Exhibit B. The provisions of this Contract shall control if there is an inconsistency between documents.

10. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

11. Changes: Any changes to this Contract, including changes in the scope of the services to be performed hereunder, and any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon by and between County and the Contractor, in writing, signed by both parties, and incorporated as amendments to the Contract.

12. Public Records Act: Notwithstanding the provisions of Section 14, below, to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/Department of Public Works.

13. Governing Law. This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

14. Confidentiality. With respect to all information relating to County that is

confidential and clearly so designated, and subject to Section 12, above, the Contractor agrees to keep such information confidential.

15. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this Contract.

16. Consent and Understanding. This Contract contains a complete and integrated understanding of the Contract between the parties and supersedes any understandings, Contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

17. Severability. If any provision of this Contract is held invalid, the remainder would then continue in full force and effect, and shall be deemed to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this contract on the date first above written.

CONTRACTOR

CLARK COUNTY

CAHILL, INC.

Board of County Councilors
Clark County, Washington

By _____


By David Madore, Chair

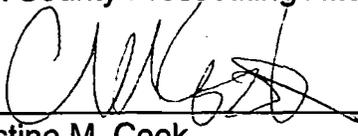
Print name _____

Title _____

By Jeanne E. Stewart, Councilor

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK
Clark County Prosecuting Attorney

By Tom Mielke, Councilor

By 
Christine M. Cook
Sr. Deputy Prosecuting Attorney

Vendor/Contractor:

Have you or any of your employees who will be directly compensated retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

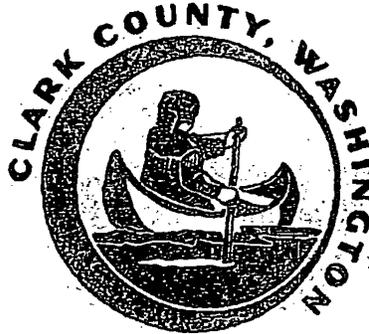
Yes

No

If yes, please provide the name and social security number for each retiree to Clark County Purchasing.

Exhibit A

**CLARK COUNTY
REQUEST FOR PROPOSALS**



328

**Assistance with Maintenance & Repair of the
Clark County Railroad**

**ISSUING AGENCY:
Clark County Office of Purchasing**

**ISSUED ON BEHALF OF:
Clark County Public Works**

RELEASED: May 2, 2003

CLOSES: May 15, 2003

PROPOSALS MUST BE SUBMITTED NO LATER

THAN 4:30 P.M. TO:

**Clark County
Office of Purchasing
P.O. Box 5000
1300 Franklin Street, Suite 650
Vancouver, Washington 98660
(360) 397-2323**

Request for Proposals

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REQUEST FOR PROPOSALS - # 328

Assistance with Maintenance & Repair of the Clark County Railroad

1.0 Introduction, Background, and General Information

1.1 **Purpose:** To assist the County in administering maintenance and repair activities associated with the Clark County Railroad.

1.2 **Description and Objectives** To provide advice to County staff about railroad construction and maintenance, inspection of contract and day labor work, documentation of quantities, construction sketches, construction staking, emergency assistance for storm and other damage, direction to volunteer organizations, and advice to County and other labor crews.

1.3 Authorized receipt of RFP

All proposers shall be listed on the Plan Holders List to be considered responsive. To be listed you may contact Clark County Purchasing via e-mail: linnea.larocque@co.clark.wa.us or call (360) 397-2323.

1.4 Duration of Contract

A contract awarded as a result of this RFP will be for a 24-month period and is intended to start immediately upon execution of contract. Clark County reserves the right to extend or renew the contract for this service in two (2) year increments for two (2) additional years, for a total of not more than six (6) years, if performance under the terms of the contract is satisfactory and additional funding is available.

1.5 **Type of Contract** An agreement between the County and a qualified consultant under which a succession of tasks may be expeditiously ordered, the basis for payment and general requirements for such tasks having been established with the agreement.

2.0 General Requirements

2.1 Independent Price Determination

The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.

2.2 Authorship

Applicants must identify any assistance provided by agencies or individuals outside the proposer's own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP. All proposals submitted become the property of Clark County. It is understood and agreed that the prospective contractor claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted.

2.3 Price Warrant

The proposal shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor.

2.4 Conflict of Interest

All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of may have in the proposing agency or proposed project.

2.5 Subcontracting

No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

2.6 Equal Opportunity

It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program.

No person shall, on the grounds of race, color, religion, sex, handicap, national origin, age, citizenship, marital status, political affiliation or belief, be denied employment or benefits, or be discriminated against as a consumer, administrator or staff person under any program or activity receiving funds under this RFP.

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped

individual shall be discriminated against in admission or access to any program or activity.

The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

2.8 Award of Contract

The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement will incorporate this proposal and the results of any subsequent negotiations. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form.

2.9 Debarment and Suspension

The contractor must certify that they are not debarred or suspended or otherwise excluded from or are ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension". The contractor must also certify that it will not contract with a subcontractor that is debarred or suspended.

2.10 Limitation

This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies. Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

2.11 Cancellation of Award

Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days.

3.0 Administrative Requirements

Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC) and the Revised Code of the State of Washington (RCW) and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

3.1 Single Audit Requirements

Any contract awarded as a result of this RFP may include the agreement to annually audit any contracts with Clark County. Audits shall be performed in accordance with OMB Circular A-128 or A-133 as appropriate and shall be received by Clark County within the 12 month period following the close of each fiscal year. Agencies not covered by federal single audit requirements may be responsible for an independent agency audit which meets general accepted auditing standards.

3.2 Audit/Monitoring Requirements

Auditing or monitoring for the following purposes will be conducted at the discretion of Clark County:

- a. Fund accountability;
- b. Contract compliance; and
- c. Performance

3.3 Insurance

Prior to the signing of a contract, the contractor(s) selected must show evidence of a certificate of technical service liability (General Liability) with a minimum of \$1,000,000 identifying Clark County as an additional named insured. This should be an occurrence-based policy. Additionally, submit a certificate of insurance showing both Errors and Omissions coverage and Automobile Liability in the amount of \$1,000,000. A certificate of insurance must be submitted prior to the start of the contract.

4.0 Proposal Development

4.1 Proposal Format

Directions for developing a proposal are included in Attachment A. Acceptance of proposals is based, among other criteria, on detailed adherence to the directions outlined in Attachment A. Clark County reserves the right to reject proposals not in compliance with this requirement.

4.2 Proposal Content

At the time of submission, the proposal must provide a full description of all services following the outline presented in Attachment A. (See instructions in Attachment A for more information.)

Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of Clark County. Those proposals determined to not be in compliance with provisions of this RFP and the applicable law and regulations will not be processed.

The information and proposed budget for the proposer selected for contract award will form the basis for negotiation of a contract. Clark County reserves the right to issue a contract without further negotiation using the data contained in the RFP. Failure of a prospective contractor to accept this method of contract development will result in cancellation of the award.

5.0 Proposal Submission

5.1 Schedule

The original proposal package (with 3 copies) must be delivered to the following location no later than 4:30 p.m. on May 15, 2003:

Clark County Purchasing Department
1300 Franklin Street – 6th floor, Suite 650
Vancouver, Washington 98660

Original documents and appropriate copies must be delivered to the Clark County Purchasing Department in sealed package (s). Include RFP# and Name / Organization visibly located on outside of package.

Proposals received with insufficient copies cannot be properly disseminated to the Review Committee and other reviewers for necessary action and therefore may not be processed.

COPIES REQUIRED : One (1) original and Three (3) copies

5.2 Late Proposals

A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

5.3 Verbal Proposals

Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

5.4 Oral Presentations

An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date and time that the oral presentation is to be conducted.

5.5 Rejection of Proposals

Clark County reserves the right to reject any or all proposals received and to negotiate with any or all prospective contractors on modifications to proposals.

6.0 Proposal Evaluation and Selection

6.1 Evaluation and Selection Process

Proposals received in response to this RFP will be evaluated by a Review Committee. Committee review results and recommendations will be presented to the consent process with the Clark County Board of Commissioners.

6.2 Evaluation and Selection Criteria

Each proposal received in response to the RFP will be objectively evaluated and rated according a specified point system.

Does the proposal comply with the requirements contained within the RFP? A "No" response may disqualify the proposal from further consideration.

_____Yes _____No

A one hundred (100) point system will be used, weighted against the following criteria:

Rating Criteria

a.	Experience as a railroad construction contractor.	0-25
b.	Experience inspecting and administering contracts.	0-25
c.	Previous Clark County Railroad experience.	0-15
d.	Proximity of key personnel to Clark County Railroad.	0-10
e.	Cost.	0-25
		TOTAL 0-100

6.3 Disputes

Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County - General Services, P.O. Box 5000, Vancouver, Washington 98660-5000.

Attachment A

Directions for Developing a Proposal

These instructions are to aid in proposal development. They also provide for a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

An original and each copy of the proposal package must include all of the sections in the order indicated, attachments should be clearly referenced and identified to facilitate the review process.

Part I: The "Proposal Summary" form is designed to serve as the cover sheet. Do not attach cover letters, title pages, or blank sheets ahead of this form, nor substitute letterhead paper for it. If additional space is needed plain paper may be attached behind this form. Special bindings are not required for submittal of your proposal. This form must be signed by a person authorized to make proposals and enter into contract negotiations on your behalf.

Part II: The "Description of Possible Services, Personnel and Resources to be Assigned" should be developed in response to the specific criteria and questions listed. Please label the document Part II: Description of Possible Services, Personnel and Resources to be Assigned. The information presented will provide a basis for contract negotiation and may be contained within the contract document.

REQUEST FOR PROPOSALS - # 328

Assistance with Maintenance & Repair of the Clark County Railroad

Part I PROPOSAL SUMMARY

1. General Information:

a. Legal Name of Proposer

b. Street Address _____

c. City _____ State _____ Zip _____

d. Phone _____

e. Contact Person _____ Title _____

Your proposal cost based on estimated 200 hours of requested labor effort per year.

\$ _____

Did outside individuals or agencies assist with preparation of this proposal?

_____ Yes _____ No If yes, describe.

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Board of Commissioners.

Signature

Date

REQUEST FOR PROPOSALS - # 328

Assistance with Maintenance & Repair of the Clark County Railroad

Part II Description of Possible Services, Personnel and Resources to be assigned:
(Include proposed hourly rate per each person/resource)

Based on the possible work descriptions listed in Section 1.2 of this RFP, describe in more detail the work that could be performed. Assume 200 hours, per year, of labor effort will be requested by Clark County.

Include resumes of key personnel that would be utilized in the work and describe similar work performed for other clients.

Exhibit A

REQUEST FOR PROPOSALS - # 328

Assistance with Maintenance & Repair of the Clark County Railroad

Part I PROPOSAL SUMMARY

1. General Information:

- a. Legal Name of Proposer Cahill Inc.
- b. Street Address 29015 NE Healy Rd. P.O. Box 145
- c. City Amboy State WA Zip 98601
- d. Phone (360) 247-5600
- e. Contact Person Will Cahill Title President

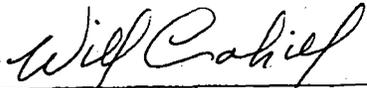
Your proposal cost based on estimated 200 hours of requested labor effort per year.

\$ 12,000.00

Did outside individuals or agencies assist with preparation of this proposal?

 Yes X No If yes, describe.

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based on funding levels, and the approval of the Clark County Board of Commissioners.



Signature

May 12, 2003

Date

Clark County RFP # 08
Assistance with Maintenance & Repair of the Clark County Railroad

Part I Proposal Summary

2.0 General Requirements

2.1 Independent Price Determination

Cahill Inc. guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

2.2 Authorship

In preparation of this proposal Cahill Inc.;

- did not receive any outside assistance from any individuals or agencies.
- incurred no costs from any outside individuals or agencies.
- claims no proprietary rights to any materials in this proposal.

2.3 Price Warrant

Cahill Inc. assures Clark County that the rates quoted in this proposal are equal to, or less than, the rates to other clients for the same services.

2.4 Conflict of Interest

Neither Cahill Inc., nor any of its employees have any interest, financial or otherwise, with any official or employee of Clark County.

2.5 Subcontracting

Cahill Inc. is fully capable of, and plans to do all normal track-related consulting work in-house.

It is possible that circumstances may arise that require special knowledge outside Cahill's field of expertise. Should this happen, Cahill Inc. (with Clark County's guidance, direction, and permission) would subcontract specific work to outside firms.

2.6 Equal Opportunity

Cahill Inc. is an equal opportunity employer. Cahill Inc. has never been charged with discrimination of any kind, and will only use subcontractors that are equal opportunity employers.

2.8 Award of Contract

Cahill Inc. does not expect to receive payment, now or in the future, for the preparation of this proposal.

2.9 Debarment and Suspension

Cahill Inc. is not debarred or suspended or otherwise excluded from or been made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension". Cahill Inc. will not contract with a subcontractor that is debarred or suspended.

Assistance with Maintenance & Repair of the Clark County Railroad

Part II

Description of Possible Services, Personnel and Resources to be Assigned

3.0 Cahill Inc.

Cahill Inc., a Washington corporation, began business in 1984. It performed track construction and maintenance contracts, sold locomotives and locomotive parts, and did railroad related consulting. A little over 12 years ago the company deliberately shifted focus and concentrated solely on railroad consulting.

The company specializes in performing track inspections for;

- planning maintenance-of-way programs.
- planning track and bridge rehabilitation projects.
- planning new track construction.
- preparing engineering estimates.
- writing contract specifications for;
 - ◊ track maintenance.
 - ◊ track rehabilitation.
 - ◊ track construction.
- writing purchase specifications for track materials.
- contract administration.
- construction monitoring.
- FRA mandated track safety compliance.
- preparing normalized track maintenance costs.
- determining net liquidated value of track.

The above types of track inspections and subsequent documentation are some of the possible services Cahill Inc. can and has performed for Clark County.

Cahill Inc. has provided Clark County with advice and assistance with vegetation control and drainage programs. Vegetation control, ditching, and culvert cleaning are ongoing maintenance items that need to be addressed whether the rail traffic remains at the current level or increases.

A sharp increase in rail traffic will probably require rehabilitation of portions of the track. Preparing a PS&E, monitoring the work, and contract administration are assignments Cahill Inc. could perform for Clark County.

On most projects that require datum, Cahill Inc. uses its own employees to do topographical surveys and construction staking. Our company's work complies with State DOT and Federal Railroad Administration (FRA) track safety standards. We use only FRA qualified track inspectors.

The company headquarters is located in Clark County. Cahill employees can reach any location on Clark County's railroad in less than an hour. In March of 1987, Cahill Inc. was the first contractor, selected by Clark County to do track repairs, after they acquired the line. Since then, Cahill Inc. has completed numerous railroad consulting assignments for Clark County. Cahill Inc. has an excellent performance record. The 10 mile track rehabilitation, the storm damage repairs, and other track and bridge projects

Clark County RFP # 08 Assistance with Maintenance & Repair of the Clark County Railroad

Part II Description of Possible Services, Personnel and Resources to be Assigned

they have administered for Clark County have all come in on budget, without cost overruns.

3.1 Will Cahill

Will is to be the primary person performing work for Clark County. Having done track work on all of the major western railroads he has gained knowledge of the various railroads design and construction standards and how they function under traffic. This gives him the ability to choose and apply track designs that are best suited to Clark County's needs.

His first railroad related work, in 1964, was surveying existing tracks, construction staking of railroads and bridges and doing construction inspection. He worked for a large railroad contractor for eight years as an on-site superintendent of track projects throughout the Western United States, and then started his own company doing railroad construction and maintenance in 1976.

He closed his company to become the general manager of Rail & Locomotive Equipment Company, located in Tacoma, Washington. During the five years he was with the company, it sold large quantities of rail, railroad ties, and other track materials. They also sold locomotives and locomotive parts. The rail, ties and OTM were generated from performing contracts for railroads and industrial track owners.

For the past 19 years he has been president of Cahill Inc. and is directly responsible for the day to day operations of the company. A partial list of his normal client related duties includes track inspections, computations, bid preparation, computer aided drafting, material specification, construction specification, and report writing.

During the past 16 years he has walked the entire Battle Ground to Chelatchie segment of Clark County's railroad several times, done numerous hi-rail inspections of that portion of the line, and supervised a number of track and bridge repair projects in that area both for Clark County and Lewis & Clark Railway.

He has also walked the Rye Junction to Battle Ground segment many times and hi-railed it hundreds of times. While handling contract administration for Clark County's three month track rehabilitation project, he daily walked track between Rye and Battleground.

As a consultant Will Cahill has performed track inspections, written the PS& E, and handled contract administration on many projects. He has handled on-site track construction inspection for WSDOT on various railroads. Working for WSDOT, he did the track design, wrote the track specifications, and handled on-site construction inspection for Clark County's new railroad bridge over Interstate Five.

Time Line	
1964	surveying engineering construction inspection
1968	supt. for a railroad contractor
1976	railroad contractor
1979	gen. mgr. railroad materials supplier
1984	pres. of railroad contracting and consulting company
2003	

**Clark County RFP # 08
Assistance with Maintenance & Repair of the Clark County Railroad**

**Part II
Description of Possible Services, Personnel and Resources to be Assigned**

Will Cahill is familiar with the FRA roadway worker rules.

He wrote the railroad repair specifications, handled on-track safety, and other railroad related concerns for Bonneville Power Administration when they did a 2,800 foot bore under Clark County's track between MP 2 and MP 3. He has also been involved with other underground utility crossings of Clark County's railroad right-of-way.

In short, he is very familiar with the entire line. He knows where and what types of repairs have been made during County ownership and where reoccurring subgrade, track, and structure problems are likely.

Will Cahill has 39 years experience in railroad engineering, maintenance, construction, dismantling, materials and locomotive supply.

Will has current roadway worker safety and operating rules cards issued by Lewis & Clark Railway.

3.2 Jackie Cahill

Jackie has been with Cahill Inc. from inception. She answers the telephone, does bookkeeping and other office duties that will not be billed to Clark County. Her only billable-time work for Clark County will be word processing.

3.3 Related Items

In the past Cahill Inc. has provided specialized tools and equipment to other entities doing maintenance on Clark County's track and bridges.

Claw Bars for track spikes	Plug Hammer
Claw Bars for boat spikes	Level Boards
Spike Lifter	Timber Tongs
Track Jacks	Tie Tongs
Lining Bars	Track Gages
Needle Bars	Spike Mauls

Cahill Inc. has a hi-rail mounted one ton crew cab truck that is used for track inspections, monitoring work in progress, and for moving personnel, equipment, and materials to non-highway accessible work sites.

Cahill Inc. is well versed in the Federal Railroad Administrations (FRA) roadway-worker-safety requirements. In May of 97 they wrote "*Safety Requirements for Contractors & Others Working on Railroad Property*", the book used by Lewis & Clark Railway for on-

Clark County RFP # 08

Assistance with Maintenance & Repair of the Clark County Railroad

Part II

Description of Possible Services, Personnel and Resources to be Assigned

track safety training. Cahill Inc. recently updated the book to meet the requirements of the new and expanded FRA roadway-worker-safety standards.

Working as a superintendent for railroad contractors Will Cahill was the on-site person in charge of many projects. They ranged from dismantling track and bridges to new track construction, track and bridge repairs, and major track rehabilitation. Cahill Inc. also performed the same types of projects. Will has completed contracts for both the Burlington Northern and Union Pacific where the plans called for match marking, disassembling, packaging and shipping steel railroad bridges for reassembly at another location.

Cahill Inc. did the initial site feasibility study, cost estimate and preliminary designs for track and loading dock construction for the Washington Fruit Express terminal in Wenatchee. The Washington Fruit Express has become a highly successful method of moving Washington produce, primarily apples, to east coast markets in specialized high speed refrigerator cars attached to Am Track trains. Cahill Inc. also completed similar assignments for proposed Washington Fruit Express terminals in Yakima and Pasco.

In the past two years Cahill Inc. has completed over 15 different railroad related projects for Washington State Department of Transportation. These projects have covered the full spectrum of track and bridge related consulting work, from analysis of existing conditions through project management. Many of the projects included verifying and documenting quality and quantities of materials supplied and work performed. Additionally, under the auspices of WSDOT, Cahill Inc. has assisted several short line railroads with their track maintenance programs, helped them to develop track standards, and promoted track safety.

Grays Harbor County had Cahill Inc. do the final inspection for acceptance of the new Junction City branch line plus wye tracks, two bridges, sidings and yard tracks.

Cahill Inc. recently completed a track design project for new construction of a segment of Union Pacific mainline in Arizona.

Last year Cahill Inc. did track inspections and prepared a track rehabilitation program with cost estimates for the startup of a new 63 mile short line owned by Wallowa and Union Counties in Oregon.

Exhibit B

Cahill, Inc. Professional Services Contract

Compensation for Professional Services:

- 1. Hourly rate: \$85.00**
- 2. Expected hours of professional services required by Clark County**
 - a) Public Works: 400 hours annually, not to exceed 1200 total hours for the Contract**
 - b) Chelatchie Prairie Railroad: 800 hours annually, not to exceed 2400 total hours for the Contract**
- 3. Total amount of Contract: \$306,000**