



## City Council Regular Meeting Agenda Monday, December 21, 2020, 7:00 PM REMOTE MEETING PARTICIPATION

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*NOTE: The City welcomes public meeting citizen participation. TTY Relay Service: 711. In compliance with the ADA, if you need special assistance to participate in a meeting, contact the City Clerk's office at (360) 834-6864, 72 hours prior to the meeting so reasonable accommodations can be made (28 CFR 35.102-35.104 ADA Title 1).*

### **How to join this meeting:**

#### **OPTION 1 -**

1. Go to [www.zoom.us](http://www.zoom.us) to:
  - Download the free app, or
  - Join Meeting, ID 938 6827 4828
2. From any device click - <https://zoom.us/j/93868274828>
3. Enter email and name to join webinar

#### **OPTION 2 - Join by phone (audio only):**

1. Dial 877-853-5000
2. Meeting ID 938 6827 4828

### **To Make Public Comment:**

1. Click the **raise hand icon** in the app
  - By phone, hit \*9 to "raise your hand"
2. Or, email [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us) (limit 400 words) - *Emails received an hour before the meeting are emailed to Council. In the meeting the clerk will read submitter's name, subject, and date/time received. Emails received until an hour after the meeting are sent to Council and included in the meeting minutes.*

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## **SPECIAL MEETING**

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **ROLL CALL**

### **PUBLIC COMMENTS**

### **STAFF PRESENTATION**

1. [Extension of Interlocal Agreement with East County Fire and Rescue](#)  
[Presenter: Nick Swinhart, Fire Chief](#)

### **CONSENT AGENDA**

*NOTE: Consent Agenda items may be removed for general discussion or action.*

2. [December 7, 2020 Camas City Council Special Meeting Minutes](#)

3. Automated Clearing House and Claim Checks Approved by Finance Committee
4. [Extension of Interlocal Agreement with East County Fire and Rescue \(ECFR\) \(Submitted by Nick Swinhart, Fire Chief\)](#)
5. [Ostenson Canyon Storm & Road Repair Professional Services Agreement Amendment #1 \(Submitted by James Carothers, Engineering Manager\)](#)
6. [NW 38th Avenue Improvements, Phase 3 Professional Services Agreement \(Submitted by James Carothers, Engineering Manager\)](#)
7. [\\$138,737.37 for November 2020 Emergency Medical Services \(EMS\) Write-off Billings; which is \\$123,464.53 for Monthly Uncollectable Balance of Medicare and Medicaid Accounts and \\$15,272.84 for Ground Emergency Medical Transportation \(GEMT\) funding \(Submitted by Cathy Huber Nickerson, Finance Director\)](#)

#### **NON-AGENDA ITEMS**

8. Staff
9. Council

#### **MAYOR**

10. Mayor Announcements

#### **MEETING ITEMS**

11. [2021 Camas Public Employees' Association \(CPEA\) Collective Bargaining Agreement](#)  
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)
12. [Resolution No. 20-019 Establishing an Ad Hoc Equity Advisory Committee](#)  
[Presenter: Jamal Fox, City Administrator](#)
13. [Resolution No. 20-020 Amending Resolution No. 1214](#)  
[Presenter: Jamal Fox, City Administrator](#)
14. [City of Camas Proclamation of Civil Emergency COVID-19](#)  
[Presenter: Jamal Fox, City Administrator](#)

#### **PUBLIC COMMENTS**

#### **ADJOURNMENT**





# Staff Report

December 21, 2020 Council Meeting

Extension of Interlocal Agreement with East County Fire and Rescue

Presenter: Nick Swinhart, Fire Chief

Phone	Email
360.817.1532	nswinhart@cityofcamas.us

**BACKGROUND:** Since 1978, Camas has had an Interlocal Agreement with East County Fire and Rescue to allow for ambulance transport services in their area. The current ILA expires at the end of 2020.

**SUMMARY:** East County Fire and Rescue has requested to extend the present ambulance transport ILA thru the end of 2021. They have presented an extension document that would give the parties until June of 2021 to negotiate new ILA language. The City Attorney has inspected the proposed extension and approved the language and form. This item will also be on the consent agenda for the December 21, 2020 Regular Council Meeting

**EQUITY CONSIDERATIONS:**

What are the desired results and outcomes for this agenda item?

Staff recommends this item be discussed and approved by Council

What’s the data? What does the data tell us?

Financial Consultant Paul Lewis is currently evaluating this ILA and the associated data. We expect to have his preliminary findings.

How have communities been engaged? Are there opportunities to expand engagement?

There has been no community outreach on this topic at this time.

Who will benefit from, or be burdened by this agenda item?

The City of Camas will benefit from the extension of the ambulance transport ILA as it will continue a pass thru of ECFR’s EMS levy thru the end of 2021.

What are the strategies to mitigate any unintended consequences?

Discussions will continue with Council as we negotiate new terms for the full ILA.

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.

The approval of this ILA extension would have no known impact on underserved populations, people with disabilities, or communities of color.

Will this agenda item improve ADA accessibilities for people with disabilities?

This ILA extension does not address ADA accessibility.

What potential hurdles exist in implementing this proposal (include both operational and political)?

There are no operational hurdles as this extension simply continues present practice. There may be political hurdles if ECFR wishes to renegotiate the full ILA at terms less than the current agreement.

How will you ensure accountabilities, communicate, and evaluate results?

We will continue to monitor the budgetary impacts of any proposed changes to the full ILA and will keep Council informed.

How does this item support a comprehensive plan goal, policy or other adopted resolution?  
N/A

**BUDGET IMPACT:** This ILA extension has no budgetary impact. It continues present practices thru the end of 2021.

**RECOMMENDATION:** Staff recommends this item be approved on the Consent Agenda of December 21, 2020.

**AMENDMENT TO SERVICE AGREEMENT**

**Effective Date January 1, 2021**

**RECITALS**

- 1. The City of Camas “Camas” and East County Fire and Rescue (ECFR) are parties to to an emergency medical services agreement that expires on December 31, 2020 “Agreement.”
- 2. The Parties will require additional time to negotiate revisions to the Agreement.
- 3. In order to allow the continuation of emergency medical services and payment for such services the parties desire to enter into this Amendment

**AGREEMENT**

In consideration of the mutual promises and benefits contained herein Camas and ECFR agree to the following amendments to the ILA.

- 1. The termination date set forth in Section 7 shall be extended to December 31, 2021.
- 2. The parties agree to enter into formal negotiations to develop a new interlocal agreement no later than June 1, 2021. The parties further agree that any adjustments to the payment provisions under the new interlocal agreement shall, on agreement by both parties, be applied retroactively to January 1, 2021.
- 3. Except as expressly modified herein, all other terms of the Agreement are hereby ratified and shall remain in full force and effect

IN WITNESS, the parties below execute this Addendum, which shall become effective on the last date entered below.

City of Camas

East County Fire and Rescue

By: \_\_\_\_\_

By: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**City Council Workshop Minutes - Draft  
Monday, December 07, 2020, 4:30 PM  
REMOTE MEETING PARTICIPATION**

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*NOTE: Please see the published Agenda Packet for all item file attachments.*

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**SPECIAL MEETING**

**CALL TO ORDER**

Mayor Barry McDonnell called the meeting to order at 4:30 p.m.

**ROLL CALL**

Present: Council Members Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan, Shannon Roberts and Melissa Smith

Staff: Sam Adams, Phil Bourquin, James Carothers, Sherry Coulter, Jamal Fox, Sarah Fox, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Shawn MacPherson, Heather Rowley, Nick Swinhart, Connie Urquhart and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record

**PUBLIC COMMENTS**

Scott McElhaney, 4227 NW Sage Loop, Camas, commented about the Lake Road roundabout, the proposed equity advisory committee, the affordable housing action plan, the 38<sup>th</sup> Avenue street improvements, and the Green Mountain property acquisition.

Nan Henriksen, 2823 NW Alpine Lane, Camas, commented about the Green Mountain property acquisition.

Kevin Bergstrom, 1210 NE 277th Avenue, Camas, commented about Camas-Washougal Fire Department (CWFD) staffing.

Additional public comments received via [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us) are attached to these minutes.

**WORKSHOP TOPICS**

1. Camas Housing Action Plan  
Presenters: Sarah Fox, Senior Planner and Melissa Mailloux, Mosaic Community Planning

Fox and Mailloux provided an update about the Housing Action Plan. Discussion ensued. This item will be placed on a future agenda for further discussion.

2. Mark Marine Lease Extension  
Presenter: Sam Adams, Utilities Manager

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Adams provided an overview of the lease extension and responded to Council's questions. This item was also placed on the December 7, 2020 Consent Agenda for Council's consideration.

3. NW 38th Avenue Improvements, Phase 3, Professional Services Agreement  
Presenter: James Carothers, Engineering Manager

Carothers provided an overview of the improvements project. Discussion ensued. This item will be placed on the December 21, 2020 Consent Agenda for Council's consideration.

4. Ostenson Canyon Storm and Road Repair Professional Services Agreement Amendment  
Presenter: Jim Carothers, Engineering Manager

Carothers provided an overview of the road repair project and responded to Council's questions. This item will be placed on the December 21, 2020 Consent Agenda for Council's consideration.

5. Green Mountain Area Property Acquisition  
Presenter: Steve Wall, Public Works Director and Shawn MacPherson, City Attorney

Wall provided an overview of the property acquisition. Discussion ensued. This item was also placed on the December 7, 2020 Regular Meeting Agenda for Council's consideration.

6. Draft Resolution - Requesting Feasibility Study for Improved Broadband in Clark County  
Presenter: Jamal Fox, City Administrator

This item was also placed on the December 7, 2020 Regular Meeting Agenda for Council's consideration.

7. Ad Hoc Equity Advisory Committee  
Presenter: Jamal Fox, City Administrator

This item will be placed on a future agenda for Council's consideration.

8. Draft Resolution Amending Resolution No. 1214  
Presenter: Jamal Fox, City Administrator

This item will be placed on a future agenda for Council's consideration.

9. City Administrator Miscellaneous and Updates  
This is a placeholder for miscellaneous or emergent items.  
Presenter: Jamal Fox, City Administrator

There were no miscellaneous items or updates.

## **COUNCIL COMMENTS AND REPORTS**

Hogan requested to discuss Resolution No. 16-009 at a future Council workshop.

Burton attended several events regarding diversity, transportation, leadership, community, and the Columbia River Economic Development Commission (CREDC).

Anderson commented about small group briefings, the Council Visioning session, and the annual Planning Conference. He will attend a C-TRAN meeting.

Carter commented about the Walk and Knock, Drive and Drop and the Stuff the Bus charitable events. She provided an update about the weekly Clark County Restaurant Owners phone call and encouraged everyone to support Camas restaurants and small businesses.

Chaney commented about Clark Regional Emergency Services Agency (CRESA) and the annual Planning Conference. He thanked Carter for representing Camas at the weekly restaurant calls.

Roberts commented about Pearl Harbor Day and citizen emails. She attended a transportation seminar, and meetings of Port of Camas-Washougal and the Planning Commission. She will attend the Parks and Recreation Commission meeting.

## **PUBLIC COMMENTS**

Glenn Lamb, The Columbia Land Trust, commented about conservation and the Green Mountain property acquisition.

Alicia King, Camas, commented about the Housing Survey, the Green Mountain property acquisition, interviewing for Council positions, and a proposed urban forest commission.

Patty Barnard, 2510 NW 45<sup>th</sup> Avenue, Camas, commented about the Green Mountain property acquisition.

Kevin Bergstrom, 1210 NE 277<sup>th</sup> Avenue, Camas, commented about the Green Mountain property acquisition and staffing of Camas fire and police departments.

Geri Rubano, 1216 NE 6<sup>th</sup> Avenue, Camas, commented about the Green Mountain property acquisition, a proposed urban forest commission, hiring an arborist, and the CWFD.

John Ley, 44 NW Fremont Street, Camas, commented about the Green Mountain property acquisition, and funding for infrastructure and CWFD staffing.

Heather Kesmodel, 1506 NE 6<sup>th</sup> Avenue, Camas, commented about public communication, the Green Mountain property acquisition, a proposed urban forest commission, hiring an arborist, and CWFD staffing.

## **ADJOURNMENT**

The meeting adjourned at 6:34 p.m.

**From:** [Ellen Burton](#)  
**To:** [Public Comments](#)  
**Cc:** [Heather Rowley](#); [Nan Henriksen](#)  
**Subject:** Public comment 12/7/2020 Seize this moment of opportunity!  
**Date:** Monday, December 7, 2020 2:19:16 PM

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Hi,

This comment is from Nan Henriksen:

12/7 Public Comment

I hope to give public comment at today's workshop. Since I'm technologically challenged and may not succeed at this, I'm sending you my comment.

I am Nan Henriksen and live at 2823 NW Alpine Lane in Camas.  
I would like to comment on the agenda item Green Mountain acquisition.

I realize times are tough and uncertain right now. But I want to remind you about long term vision, windows of opportunity and past sacrifices made to preserve green ways and open spaces in Camas.

About 35 years ago when there were only 6,000 citizens in Camas and times were not that great and very uncertain, those generous citizens chose to invest 1 million dollars in a vision to preserve quality green spaces from development and save them for future generations' enjoyment and quality of life.

Over the years Lloyd Halverson, Jerry Acheson and others stretched that initial citizen investment through partnerships with land owners, grants and other means. Subsequent city councils also added to that investment.

Current residents who move to Camas partly because of these amenities may have no idea that so much of what they now value and enjoy could well have been developed and lost if we had not stepped up back then.

Now, with 4 times that mid '80's population, you have the rare opportunity to save marvelous trees, green spaces and vistas from development for future generations of Camas Citizens.

Please be brave, step up, take the risk and seize this moment of opportunity!

Thank you.

Sent via  
Ellen L. Burton  
Camas City Council Member 1 Ward 3



**City Council Regular Meeting Minutes - Draft**  
**Monday, December 07, 2020, 7:00 PM**  
**REMOTE MEETING PARTICIPATION**

*NOTE: Please see the published Agenda Packet for all item file attachments.*

**SPECIAL MEETING**

**CALL TO ORDER**

Mayor Barry McDonnell called the meeting to order at 7:00 p.m.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Present: Council Members Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan, Shannon Roberts and Melissa Smith

Staff: Phil Bourquin, Sherry Coulter, Jamal Fox, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Shawn MacPherson, Heather Rowley, Nick Swinhart, Connie Urquhart and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record

**PUBLIC COMMENTS**

Scott McElhaney, 4227 NW Sage Loop, Camas, commented about the Green Mountain Property Acquisition and commended Mayor McDonnell for his first year in office.

Kevin Bergstrom, 1210 NE 277th Avenue, Camas, commented about Camas-Washougal Fire Department (CWFD) staffing.

Additional public comments received via [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us) are attached to these minutes.

**CONSENT AGENDA**

1. November 16, 2020 and November 24, 2020 Camas City Council Special Meeting Minutes
2. \$1,260,751.29 Automated Clearing House and Claim Checks Numbered 146028 to 146154; \$2,278,256.22 Automated Clearing House, Direct Deposit and Payroll Checks Numbered 7871 to 7892 and Payroll Accounts Payable Checks Numbered 146021 to 146027; \$8,300,525.05 November Electronic Payments
3. Wastewater Treatment Plant Aeration Basin 3 Cleaning Contract (Submitted by Sam Adams, Utilities Manager)
4. Dawson's Ridge Phase 2 Final Plat (Submitted by Robert Maul, Planning Manager)

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5. NW Brady Rd Improvements Professional Services Agreement Supplement 3 (Submitted by James Carothers, Engineering Manager)
6. Mark Marine Lease Extension (Submitted by Sam Adams, Utilities Manager)
7. 2020 Citywide ADA Project Bid Award (Submitted by James Carothers, Engineering Manager)
8. NW Friberg-Strunk Professional Services Wetland Mitigation Monitoring (Submitted by James Carothers, Engineering Manager)

**It was moved by Carter, and seconded, to approve the Consent Agenda. The motion carried unanimously.**

### NON-AGENDA ITEMS

9. Staff

There were no updates from staff.

10. Council

Smith will attend a Camas-Washougal Chamber of Commerce meeting.

Hogan commented about the volunteer applicants for the Lacamas Watershed Committee.

Chaney welcomed Jamal Fox as an official Camas resident.

### MAYOR

11. Mayor's Announcements

Mayor commented about a complimentary email received regarding Jim Hodges and James Carothers, the anniversary of Pearl Harbor Day, and a drawing received from a Camas first grader.

12. Mayor's 2021 Council Committee Assignments

**It was moved by Carter, and seconded, to approve the Council Committee Appointments as amended. The motion carried unanimously.**

**It was moved by Hogan, and seconded, to appoint Burton as the 2021 Mayor Pro Tem. The motion carried unanimously.**

### MEETING ITEMS

13. Public Hearing – Surplus of Property at 27217 NE 19th Street  
Presenter: Steve Wall, Public Works Director

Mayor opened and closed the public hearing at 7:13 p.m. No one from the public wished to speak.

14. Resolution No. 20-017 Declaring Real Property Located at 27217 NE 19th Street Surplus  
Presenter: Steve Wall, Public Works Director

**It was moved by Hogan, and seconded, that Resolution No. 20-017 be read by title only. The motion carried unanimously.**

**It was moved by Hogan, and seconded, that Resolution No. 20-017 be adopted. The motion carried unanimously.**

15. Green Mountain Area Property Acquisition  
Presenter: Steve Wall, Public Works Director and Shawn MacPherson, City Attorney

**It was moved by Anderson, and seconded, to authorize the City Administrator to execute the Purchase and Sale Agreement setting forth terms for the acquisition of two parcels totaling 115 acres of real property and subject to the satisfaction of contingencies as set forth therein to further authorize the Mayor, or his designee, to execute the closing documents for the donation of the 60-acre area referred to as Parcel 1 prior to December 31, 2020. The motion carried unanimously.**

16. 2021 Camas Police Officers' Association (CPOA) Collective Bargaining Agreement  
Presenter: Jennifer Gorsuch, Administrative Services Director

**It was moved by Carter, and seconded, to authorize the Mayor to sign the 2021 CPOA Collective Bargaining Agreement. The motion carried unanimously.**

17. Ordinance No. 20-010 Amending CMC Regarding SDC/Impact Fees  
Presenter: Phil Bourquin, Community Development Director

**It was moved by Carter, and seconded, that Ordinance No. 20-010 be read by title only. The motion carried unanimously.**

**It was moved by Carter, and seconded, that Ordinance No. 20-010 be adopted and published according to law. The motion carried unanimously.**

18. Public Hearing for Ordinance No. 20-009 Amending the 2020 Budget Ordinance No. 19-019  
Presenter: Cathy Huber Nickerson, Finance Director

Mayor resumed the public hearing that opened on November 16, 2020.

The following member of the public provided testimony:

Scott McElhaney, 4227 NW Sage Loop, Camas

Mayor closed the public hearing at 7:27 p.m.

**It was moved by Roberts, and seconded, that Ordinance No. 20-009 be read by title only. The motion carried unanimously.**

**It was moved by Roberts, and seconded, that Ordinance No. 20-009 be adopted and published according to law. The motion carried by the following vote:**

**Anderson – Yea**  
**Chaney – Yea**  
**Carter – Yea**  
**Burton – Yea**  
**Smith – Yea**  
**Hogan – Yea**  
**Roberts – Yea**

19. Public Hearing for Ordinance No. 20-011 Adopting the 2021-2022 Biennial Budget  
 Presenter: Cathy Huber Nickerson, Finance Director

Mayor opened the public hearing at 7:29 p.m.

The following member of the public provided testimony:

Scott McElhaney, 4227 NW Sage Loop, Camas

Mayor closed the public hearing at 7:31 p.m.

**It was moved by Carter, and seconded, that Ordinance No. 20-011 be read by title only. The motion carried unanimously.**

**It was moved by Carter, and seconded, that Ordinance No. 20-011 be adopted and published according to law. The motion carried by the following vote:**

**Chaney – Yea**  
**Smith – Yea**  
**Burton – Yea**  
**Roberts – Nay**  
**Anderson – Yea**  
**Hogan – Nay**  
**Carter – Yea**

20. Resolution No. 20-018 Requesting Feasibility Study for Improved Broadband in Clark County  
 Presenter: Jamal Fox, City Administrator

**It was moved by Chaney, and seconded, that Resolution No. 20-018 be read by title only. The motion carried unanimously.**

**It was moved by Chaney, and seconded, that Resolution No. 20-018 be adopted. The motion carried unanimously.**

21. City of Camas Proclamation of Civil Emergency COVID-19  
 Presenter: Jamal Fox, City Administrator

**It was moved by Hogan, and seconded, to reaffirm the Mayor's Proclamation of Civil Emergency dated March 18, 2020, the Supplement dated April 15, 2020, and the Amendment dated June 15, 2020. The motion carried unanimously.**

## **PUBLIC COMMENTS**

Scott McElhaney, 4227 NW Sage Loop, Camas, commented about supporting Camas businesses.

Kevin Bergstrom, 1210 NE 277th Avenue, Camas, commented about CWFD staffing.

**ADJOURNMENT**

The meeting adjourned at 7:45 p.m.

**From:** [Cassi Marshall](#)  
**To:** [Public Comments](#)  
**Subject:** Green Mountain acquisition will also aid in Lacamas Creek Watershed quality  
**Date:** Monday, December 7, 2020 6:58:06 PM

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**WARNING: This message originated outside the City of Camas Mail system. DO NOT CLICK on links or open attachments unless you recognize the sender and are expecting the content. If you are unsure, click the Phish Alert button to redirect the email for ITD review.**

Good Evening Council --

Great workshop -- Just a few quick comments related to the agenda items from tonight:

Green Mountain donation/purchase -- As a Parks person, I'm incredibly excited about the potential for trails, viewpoints, and recreation on this property. Its connectivity to so much other public land makes it especially valuable. A huge bonus to all this is that protecting this property as green space will undoubtedly have a positive impact on the water quality issues in our watershed and lakes that Steve, Judit, and their group are currently working so hard on. This is a big win for the community. Thank you for making it work.

Equity -- I appreciate your thoughtful comments around the proposed Equity Commission. Wanted to give a shout out to our Library for the work they've been doing over the past few months to help residents (Camas and beyond) educate ourselves on DEI issues . The webinars and discussions they've hosted have been stellar, and I've learned a great deal. So glad to see you moving forward with this... and thank you Greg, Ellen, and Bonnie for your leadership here.

Port -- Thank you, Shannon, for attending our Port meeting last week. As we move into our Strategic Planning, we realize how many priorities we have in common with our Cities -- economic development, sustainable growth, equity, environmental quality, jobs creation, housing, transportation, and supporting local businesses. Looking forward to even better Port-City collaboration in the future. I'd love to zoom-meet with your 2021 liaison to our Port sometime soon, if possible.

Thank you for all you do.  
Cassi

*Cassi Marshall  
1186 NW 10th Ave.  
Camas, WA*

**AMENDMENT TO SERVICE AGREEMENT**

**Effective Date January 1, 2021**

**RECITALS**

- 1. The City of Camas “Camas” and East County Fire and Rescue (ECFR) are parties to to an emergency medical services agreement that expires on December 31, 2020 “Agreement.”
- 2. The Parties will require additional time to negotiate revisions to the Agreement.
- 3. In order to allow the continuation of emergency medical services and payment for such services the parties desire to enter into this Amendment

**AGREEMENT**

In consideration of the mutual promises and benefits contained herein Camas and ECFR agree to the following amendments to the ILA.

- 1. The termination date set forth in Section 7 shall be extended to December 31, 2021.
- 2. The parties agree to enter into formal negotiations to develop a new interlocal agreement no later than June 1, 2021. The parties further agree that any adjustments to the payment provisions under the new interlocal agreement shall, on agreement by both parties, be applied retroactively to January 1, 2021.
- 3. Except as expressly modified herein, all other terms of the Agreement are hereby ratified and shall remain in full force and effect

IN WITNESS, the parties below execute this Addendum, which shall become effective on the last date entered below.

City of Camas

East County Fire and Rescue

By: \_\_\_\_\_

By: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



# Staff Report

December 21, 2020 Regular Council Meeting

Ostenson Canyon Storm & Road Repair Professional Services Agreement Amendment #1  
(Submitted by James Carothers, Engineering Manager)

Phone	Email
360.817.7230	JCarothers@cityofcamas.us

**BACKGROUND:** A short section of Ostenson Canyon Road, near NW 18<sup>th</sup> Loop has seen severe erosion over the years that has undermined the existing guardrail and threatens to undermine the roadway. The City of Camas entered into a contract with PBS Engineering and Environmental on May 19, 2020, amounting to \$22,907.85, to evaluate several possible permanent repair options.

**SUMMARY:** After consideration and review of these options, Engineering Staff have determined that redesign of the stormwater collection and outfall, together with reinforcement of the existing slope with a soldier-pile wall, will produce the desired outcome at a reasonable cost. Additionally, the project will include modest widening of the intersection with NW 18<sup>th</sup> Loop to facilitate freer and safer movement of vehicles.

Approval of Amendment 1 in the amount of \$134,027.75 will facilitate completion of plans and technical specifications as required to advertise the project for bids in Mid 2021.

**EQUITY CONSIDERATIONS:**

What are the desired results and outcomes for this agenda item?

Approval of this item will allow for completion of plans and specifications for this project.

What’s the data? What does the data tell us?

The eroded and threatened section of Ostenson Canyon Road currently have temporary fencing, sandbags and other measures in place to protect it and the public. Completion of the plans and technical specifications is the next step required to advance a permanent repair.

How have communities been engaged? Are there opportunities to expand engagement?

People that live nearby and that use the road routinely are eager to see it permanently repaired. Ostenson Canyon Road is the only ingress/egress for residents that live in this isolated neighborhood. Staff will continue to engage the neighborhood and nearby residents about the project scope and schedule as preliminary plans are developed and available.

Who will benefit from, or be burdened by this agenda item?

All drivers that use the intersection will benefit from seeing permanent repairs made. Additionally, the intersection will be widened in a manner that allow for freer and safer movement of all vehicles. This will be especially true for garbage and recycle trucks, school buses, and delivery vehicles.

What are the strategies to mitigate any unintended consequences?

The best strategy to prevent further erosion damage to the shoulder and road base is to advance and complete the design promptly so the project can be publicly advertised and bid in mid-2021.

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.

No.

Will this agenda item improve ADA accessibilities for people with disabilities?

Yes. New ADA facilities will improve access across the intersection.

What potential hurdles exists in implementing this proposal (include both operational and political)?

N/A

How will you ensure accountabilities, communicate, and evaluate results?

N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution?

This project preserves access for residents, visitors, and emergency services to an established neighborhood.

**BUDGET IMPACT:** The Camas budget includes \$200,000 for engineering and design of the project. The total costs to date with this amendment will amount to \$156,935.60. Upon completion of the final design, staff will revisit the project with Mayor and Council to discuss construction funding. The majority of the project cost will be funded by the Stormwater Utility.

**RECOMMENDATION:** Approve Amendment #1 in the amount of \$134,027.75.





CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 1

616 NE 4th Avenue
Camas, WA 98607

Project No. D1005

OSTENSON CANYON STORMWATER AND ROADWAY REPAIR PROJECT

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the \_\_\_ day of \_\_\_, 2020, by and between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and PBS Engineering and Environmental, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may hereinafter be referred to collectively as the "Parties."

The Parties entered into an Original Agreement dated May 19th, 2020, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

- 1. Scope of Services. Consultant agrees to perform additional services as identified on Exhibit "A" (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
a. [ ] Unchanged from Original/Previous Contract
2. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this Amendment by:
a. [ ] Extended to \_\_\_\_\_
b. [X] Unchanged from Original/Previous Contract date of December 31st, 2021
Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 19 of the Original Agreement.
3. Payment. Based on the Scope of Services and assumptions noted in Exhibit "A", Consultant proposes to be compensated on a time and material basis per Exhibit "B" (Costs for Scope of Services) with a total estimated not to exceed fee of:
a. Previous not to exceed fee: \$44,255.00
b. Amendment No. 1: \$134,027.75
c. Total: \$178,282.75
d. Consultant billing rates:
[ ] Modification to Consultant Billing Rates per Exhibit "C" attached herein
[X] Unchanged from Original Contract

4. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF CAMAS:

CONSULTANT:



Digitally signed by  
Gregory Jellison  
Date: 2020.12.08  
16:44:45-08'00'

*Authorized Representative*

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Gregory P. Jellison

Print Name: \_\_\_\_\_

Title: Principal Civil Engineer

Title: \_\_\_\_\_



## CITY OF CAMAS, WASHINGTON

### Supplement 1 – Amended Scope of Services

### Exhibit “A”

### Ostenson Canyon Stormwater and Roadway Repair – Amendment 1 City Project # D1005

#### INTRODUCTION

This scope of work amends the approved scope of work dated May 19, 2020 for the Ostenson Canyon Stormwater and Road Repair project. Task headings have been maintained for clarity and subtasks represent new work under this agreement. This project is funded with local stormwater funds.

The project team currently includes:

- PBS – Civil and structural engineering, environmental and public involvement services
- GRI – Geotechnical engineering
- Universal Field Services – Property / Right-of-way services

Work under this contract is expected to last about 6 months.

#### PROJECT DESCRIPTION/BACKGROUND

The Ostenson Canyon Stormwater and Roadway Repair Project is located in the Prune Hill area within the City of Camas (City). This project has been identified as a key project for 2020 and is funded by City stormwater funds.

A 24-inch corrugated metal pipe outfalls the stormwater runoff from the eastern side of prune hill just south and west of the intersection of Ostenson Canyon Road and NE 18th Loop. This outfall pipe is at or over capacity and directly discharges, without energy dissipation, a very high volume of stormwater into the ravine adjacent to the roadway. Over the years, this has scoured out the hillside immediately adjacent to the roadway and has started to undermine the roadway. This has resulted in an ongoing safety concern as one of the guardrail posts is now completely exposed and is adjacent to a 26-foot vertical drop into the scoured-out ravine.

The initial scope of work provided for the Alternatives Analysis phase of the project. This Amendment #1 builds on the preferred alternative to develop approved 100% construction drawings, specification and estimate. GRI previously conducted a preliminary geotechnical investigation of the site to determine potential solutions. This investigation resulted in a series of recommended temporary measures that the City has implemented.

The primary project goals are to:

- Restore adequate support of the roadway section, including guardrail or barrier.
- Improve the stormwater system such that long term outfall erosion is no longer a threat to the roadway stability.

## **OVERALL PROJECT ASSUMPTIONS**

- No additional geotechnical investigation will be needed.
- Project will be considered a Maintenance project, no environmental permitting will be included with this project except for a tree permit
- Project team will perform an upstream analysis to determine outfall pipe size.

## **SCOPE OF WORK**

### **TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION**

PBS shall oversee project tasks and coordinate with City representatives to manage the scope, schedule and budget for the design engineering phase. The design phase of the project is assumed to take up to 6 months to complete.

#### **Subtask 1.1 Contract Administration**

- Prepare and submit monthly invoices. Each invoice will include: date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses and associated mark-ups; total cost for labor and expenses for the billing period; subconsultant fees including markups for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
- Prepare a Contract Summary Report to accompany the monthly invoices. The Contract Summary Report will list each invoice as well as current invoice with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and subconsultants as well as total amounts for each invoice. The Contract Summary Report will also list the total amount billed to date, total amount remaining under contract, and contract expiration date.
- Maintain required contract documentation. Provide copies of project files and records to the City for audits and public information requests. Final documents shall be provided in electronic format as requested.

#### **Deliverables**

- Monthly invoices, Contract Summary Reports.
- Project Documentation, upon request

#### **Subtask 1.2 Meetings**

This item includes the coordination and meetings necessary to successfully complete the project.

- Up to 12 bi-weekly phone meetings with City staff
- Up to 6 internal PBS design team coordination and meetings. Other consultant team members will attend meetings as needed.
- Preparation for and attendance at four (4) project coordination meetings with City staff including up to two PBS staff.

#### **Deliverables**

- Meeting Agendas and Meeting Summaries

#### **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 City fosters a partnership approach of all stakeholders in the Project. The Consultant shall integrate this strategy into the overall management approach.
- The Consultant shall establish a quality management program and designate responsibility for review of technical work and other deliverable products.

City of Camas  
 Ostenson Canyon Stormwater and Roadway Repair – Amendment 1  
 Page 3 of 10

- Prepare and maintain project design schedule. The schedule shall identify Consultant tasks and items provided by City and other consultants. The schedule shall be updated as circumstances require or as requested by the City (assumes 1 update).

#### **Deliverables**

- Project Schedule & Schedule Update
- Summary notes of coordination efforts

#### **Task 2 Survey**

##### **Subtask 2.2 – Additional Topographic Survey and Base Map**

Although survey was performed as part of the original contract, an additional day of survey is anticipated for the stormwater solution, and driveway regrading.

PBS will perform boundary resolution, topographic surveying and data collection services to include the following:

- Existing driveway and front yard of the 613 NW 18TH Loop property located between Ostenson Canyon Road and NW 18<sup>th</sup> Loop
- Potential stormwater discharge location east or west of the existing Topo limits
- Prepare existing surface model reflecting collected topographic survey and breaklines.
- Upon completion of topographic survey and development of the surface model, PBS will prepare an existing conditions base map showing mapped features and utilities collected from both survey and as-built plans.
- Consultant will conduct site visits to verify the design fits the field conditions.
- Consultant will conduct site visits, take project photos of each property along the corridor and conduct field verification of survey data represented in project base map. Consultant will use photographs to document pre-project conditions.
- Prepare legal description and exhibit for a storm drainage easement across a portion of Tax Lot 85141002.

#### **Assumptions**

- Title reports will be billed as an expense

#### **Deliverables**

- Surface Model
- Existing Conditions Basemap
- Legal Descriptions and Exhibit
- Project Photos

#### **TASK 3: ALTERNATIVES ANALYSIS**

This work was completed under the original agreement

#### **TASK 4: ENVIRONMENTAL REVIEW AND DOCUMENTATION**

#### **Subtask 4.1 – Camas Tree Survey Permit**

It is expected that the conceptual alternatives will include the removal of existing trees. The City of Camas regulates trees considered "significant trees". These are defined by CMC 18.03.050 Environmental Definitions as evergreen trees 8-inches and larger in diameter at breast height (dbh), and deciduous trees, other than red alder or cottonwood, twelve inches and larger in dbh. For the tree/vegetation survey the Consultant will conduct the following tasks.

- A professional arborist will identify, inventory, and conduct a condition assessment of all trees meeting the above criteria.
- Evaluate the proposed project design impact to existing trees.
- Prepare a tree plan and memo summarizing the existing tree species and diameter, tree location, tree health condition, hazardous tree appraisals, and preservation.
- Prepare a restoration plan to mitigate for trees impacted at the suggested 2:1 replacement ratio per CMC 16.51.125(B) using native trees. Replacement trees may include mitigation plantings, applicable street trees, City tree fund or some combination thereof.

#### **Assumptions**

- This project has been determined by City staff to be a maintenance project. No environmental permitting will be required except for a tree permit
- The tree survey area is limited to the topographic survey limits
- The City will conduct one round of review and comment on the tree survey and tree restoration plan.
- The tree restoration plan will accompany the other project permits but will not require a separate permit application.

#### **Deliverables**

- Draft and final tree survey (one electronic copy)
- Draft and final tree restoration plan (one electronic copy)

### **TASK 5: DESIGN ENGINEERING**

Following the selection of the preferred alternative, the Consultant team will provide final design services. The Consultant team will provide the following submittals:

- Preliminary (30%) Design
- 60% Design
- 90% Design
- Final PS&E

#### **Subtask 5.1 Preliminary (30%) Design**

The consultant will develop preliminary documents to the 30 percent design stage. These documents will be used to assist the permit process and to verify the project scope versus the available budget. Review documents will consist of drawings and a preliminary opinion of probable construction cost. At this design level, the overall design layout, footprint, and geometrics of the project are established, and all decisions required to generate construction details have been made.

The 30% plans shall include:

- Cover Sheet
- Civil Legend Sheet
- Typical Sections
- Plan over Profile Sheets showing basic roadway geometry information and preliminary stormwater layout
- Slope stabilization plan over profile and typical section

#### **Deliverables**

- 30 percent plans and opinion of probable construction cost

#### **Subtask 5.2 - 60 Percent Design (PS&E)**

The consultant will address review comments on the 30% Plans and develop construction documents to the 60 percent design level. These documents will consist of plans, a bid item list, an opinion of probable construction cost.

The 60% plans shall include:

- Cover Sheet
- Civil Legend Sheet
- Typical Sections
- Construction Staging and Signing Plans
- Site Prep/Demolition Plans
- Erosion Control and Grading Plans
- Erosion Control Notes Detail Sheets
- Plan over Profile Sheets showing roadway geometry information and stormwater layout
- Slope stabilization plan over profile sheets
- Slope stabilization typical section and details
- Signing and Striping Plans
- Restoration Landscape Plans

#### **Deliverables**

- 60% Plans and Cost Estimates (3 hard copies of the plans (11X17), a PDF of the plan set, and cost estimate)
- Preliminary Stormwater/Hydrology Report

#### **Subtask 5.3 - 90 Percent Design (PS&E)**

The Consultant will address review comments from the 60% plans and develop construction documents to the 90 percent design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

The 90% plan set shall include the following sheets:

- Cover Sheet

- Civil Legend Sheet
- Typical Sections
- Construction Staging and Signing Plans
- Site Prep/Demolition Plans
- Erosion Control and Grading Plans
- Erosion Control Notes Detail Sheets
- Plan over Profile Sheets showing basic roadway geometry information and stormwater layout
- ADA grading details
- Stormwater plan over profile sheets
- Slope stabilization plan over profile sheets
- Slope stabilization typical section and details
- Signing and Striping Plans
- Miscellaneous Details Sheet
- Standard Detail Sheets

The Consultant will also:

- Compile stormwater analysis from 60%, update the analysis to match the 90% level design and prepare the updated stormwater / Hydrology report.
- Compute quantities and prepare an engineer's estimate of construction costs shown on the plans. Identify which bid items will require special provisions.
- Prepare 90% Level Project Specifications including current WSDOT amendments, GSP's and special provisions necessary for this project.
- Submit 90% plan set, specifications, draft construction schedule, and cost estimate for review

#### **Deliverables**

- 90% Plans, Specifications, and Cost Estimates (3 hard copies of the plans (11X17), a PDF of the plan set, specifications, draft construction schedule, and cost estimate)
- Updated Stormwater/Hydrology Report

#### **Subtask 5.4 - Final Design (PS&E)**

The consultant will address review comments from the 90% plans and develop construction documents to the Final design submittal. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule. Final documents will be sealed as appropriate for jurisdictional engineering review.

The Consultant will address the 90% comments.

Final design phase plan set shall include:

- Cover Sheet
- Civil Legend Sheet
- Typical Sections
- Construction Staging and Signing Plans
- Site Prep/Demolition Plans
- Erosion Control and Grading Plans
- Erosion Control Notes Detail Sheets
- Plan over Profile Sheets showing basic roadway geometry information and stormwater layout



- ADA grading details
- Stormwater plan over profile sheets
- Slope stabilization plan over profile sheets
- Slope stabilization typical section and details
- Signing and Striping Plans
- Miscellaneous Details Sheet
- Standard Detail Sheets

The Consultant will also:

- Address preliminary stormwater report comments and submit final stormwater report for approval.
- Prepare final special provisions as needed for nonstandard items shown on the plans and compile the project specifications.
- Compute quantities and prepare an engineer's estimate of construction costs.
- Submit 100% Plans, special provisions and estimate for review
- Address City review comments regarding the plans, specs, and estimate.

#### **Assumptions**

- A Stormwater Construction Permit (SWCP) will not be required.

#### **Deliverables**

- Copy of SWPPP
- 100% Plans, special provisions, and estimate
- Final Stormwater Report
- Bid Documents

#### **Subtask 5.5 - QA/QC**

The Consultant will provide quality assurance/quality control (QA/QC) for design work in accordance with the Consultant's QA/QC Policy and the QC Plan prepared in Task 1. The Consultant will provide senior level design and construction personnel to review plan submittals and provide technical support.

### **TASK 6: FINAL GEOTECHNICAL REPORT**

#### **Subtask 6.1 Final Geotechnical Report**

Following selection of the preferred repair alternative, the project team will provide consultation during final design of the repair. Our recommendations for final design will be summarized in a geotechnical report. Our services during the final geotechnical design phase will include the following tasks:

- Consultation during final design which may include up to four phone meetings to discuss findings
- Development of final geotechnical design criteria and recommendations for the wall construction which will include design soil parameters for retaining structures, cut and fill slopes, fill materials, wet weather construction, and construction considerations
- Design criteria for ground anchors if required for support of the stormwater pipe restraints
- Evaluation of slope stability of the preferred wall alternative
- Summary of the results of our analyses in a geotechnical report
- Review geotechnical related 60% and 90% plans and specifications

#### **Deliverables**

- Final geotechnical report in electronic format

## **TASK 7: PUBLIC OUTREACH**

### **Task 7.1: Stakeholder and Public Outreach**

As the need for public outreach is currently unknown, the Consultant assumes up to 16 hours of public outreach support may be needed to support the City with this project.

## **TASK 8: RIGHT OF WAY**

### **Task 8.1: Right-Of-Way Acquisition**

Consultant shall provide labor, equipment, and materials to acquire one property for the City. The City and PBS will provide the property owner list, maps, descriptions, and documents needed.

R/W activities shall conform to the standards contained in the Uniform Act of 1970 and amendments, the laws of the State of Washington and City Policies and Procedures.

#### **Assumptions:**

- Property will be acquired from one (1) private property owner.

### **Subtask 8.1.1– Preliminary Title Reports**

The consultant will obtain preliminary title reports for each property acquisition. The consultant will review each preliminary title report for encumbrances, liens, or defects.

#### **Deliverables**

1 preliminary title report

### **Subtask 8.1.2 – Right of Way Funding Estimate**

The consultant will complete a right of way cost estimate in conformance with Washington Department of Transportation's LAG Manual.

#### **Deliverables**

One (1) Right of Way Funding Estimate

### **Subtask 8.1.3– Appraisal and Appraisal Review**

The consultant will use Washington Department of Transportation approved appraiser. The consultant shall provide one real estate appraisal for each ownership.

Appraiser shall provide written notice to owners of a planned appraisal inspection and shall provide the property owner or designated representative, if any, an invitation to accompany the appraiser on any inspection of the property for appraisal purposes.

Appraisal shall conform to the Uniform Standards of Professional Appraisal Practice (USPAP).

The consultant will shall provide an appraisal review for each appraisal. The appraisal review will be conducted by another Washington Department of Transportation approved appraiser.

**Deliverables**

1 appraisal  
 1 appraisal review

The consultant will conduct negotiations, on behalf of the City.

Consultant will research the ownership status of the parcel and any existing conditions impacting the parcel. Consultant will provide potential courses of action for obtaining clear title for the City.

Consultant will compile and/or prepare all essential documents to be submitted to owners using City approved documents. These include, but are not limited to project information letters, acquisition and relocation brochures, offer-benefit letters, acquisition summary statements, copy of the valuation, map of acquisition, and instruments of conveyance. Universal shall make all offers in person or by certified mail.

Consultant shall provide all property owners with:

A complete copy of the valuation that just compensation is based upon at the initiation of negotiations.

Consultant will prepare and maintain written diaries of negotiator contacts with property owners and tenants to document:

- efforts to achieve amicable settlements,
- owners' suggestions for changes in plans,
- responses to owners' counterproposals, etc.

Consultant will make every reasonable effort to acquire the ROW expeditiously by negotiation. Property owners must be given reasonable opportunity to consider the offer and present material the owner believes is relevant to determining the value of the property.

**Assumptions**

City will pay closing and recording costs

**Deliverables**

1 completed negotiation packet with document for recording.

**TASK 9: CONSTRUCTION MANAGEMENT**

**Subtask 9.1 Bid Support**

***Pre-Bid Opening Responsibilities***

The Consultant shall respond to questions from prospective bidders and City staff before bid opening in reference to the bid package.

Necessary construction management support will be determined by the City prior to advertisement. A scope amendment will be provided at that point in time to best serve the City's needs.

**Assumptions**

- Support for the City during the bidding process only.
- Participation in construction meetings is not included.

**Deliverables**

- Electronic responses to bidder inquiries and addenda as needed.

**CITY DELIVERABLES TO THE CONSULTANT*****Project Coordination***

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

***Right of Entry Permits***

The City will obtain the right of access to private parcels for all project developments. The Consultant shall coordinate access.

Exhibit B  
 Ostenson Canyon Stormwater and Roadway Repair  
 City of Camas, Washington  
 Tuesday, November 17, 2020

EXHIBIT "B"

Task and Description	PDS Engineering and Environmental (Engineering/Management)																PDS TOTAL	Subcontractors		SUB TOTAL	BUDGET AMOUNT	
	ENR/MGR VII	ENG MGR VI	ENG VI	ENG IV	ENG II	Tech IV	LA/PA V	SNR SCIENTIST	Survey VI PLS	Survey IV PLS	Survey II	Survey 3- Person Crew	PRJ ADMIN I	Graphic Artist	Public Outreach Specialist	Expense		GN	UFS			TOTAL
<b>TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION</b>																			17,000.00		0.00	17,000.00
Subtask 1.1: Contract Administration			6.00											6.00					1,500.00		0.00	1,500.00
Subtask 1.2: Meetings	16.00		32.00		6.00														10,170.00		0.00	10,170.00
Subtask 1.3: Management, Coordination, and Direction	2.00		30.00																5,330.00		0.00	5,330.00
<b>TASK 2: SURVEYING</b>																			5,890.00		0.00	5,890.00
Subtask 2.1: Surveying and Base Map									4.00	16.00	4.00	10.00						300.00	5,890.00		0.00	65,890.00
<b>TASK 3: ALTERNATIVE ANALYSIS</b>																			0.00		0.00	0.00
Subtask 3.1: Alternatives Concept Development																			0.00		0.00	50.00
<b>TASK 4: ENVIRONMENTAL REVIEW AND DOCUMENTATION</b>																			3,560.00		0.00	3,560.00
Subtask 4.1: Camas Tree Survey Permit			4.00									20.00							3,560.00		0.00	59,560.00
<b>TASK 5: DESIGN ENGINEERING</b>																			73,880.00		0.00	73,880.00
Subtask 5.1: 20 Percent Design (PS&E)	2.00		32.00	16.00	32.00	16.00	6.00												14,820.00		0.00	14,820.00
Subtask 5.2: 60 Percent Design (PS&E)	4.00		80.00	40.00	60.00	24.00	8.00												30,740.00		0.00	30,740.00
Subtask 5.3: 90 Percent Design (PS&E)	4.00		60.00	40.00	40.00	24.00	4.00												24,550.00		0.00	24,550.00
Subtask 5.4: Final Design (PS&E)	4.00		24.00	8.00	24.00	12.00	4.00												10,740.00		0.00	10,740.00
Subtask 5.5: QA/QC	16.00	12.00	16.00																7,840.00		0.00	7,840.00
<b>TASK 6: GEOTECHNICAL ENGINEERING</b>																			1,040.00		16,350.00	17,390.00
Subtask 6.1: Final Geotech Report	2.00		4.00																1,040.00	16,350.00	16,350.00	17,390.00
<b>TASK 7: PUBLIC OUTREACH</b>																			2,640.00		0.00	2,640.00
Task 7.1: Stakeholder and Public Outreach			16.00																2,640.00		0.00	52,640.00
<b>TASK 8: RIGHT OFWAY</b>																			660.00		10,047.75	10,707.75
Subtask 8.1: Right-Of-Way Acquisition			4.00																660.00	10,047.75	10,047.75	10,707.75
<b>TASK 9: CONSTRUCTION MANAGEMENT</b>																			2,950.00		0.00	2,950.00
Subtask 9.1: Bid Support			4.00		8.00	8.00	2.00												2,950.00		0.00	52,950.00
<b>TOTAL HOURS</b>	50.00	32.00	322.00	117.00	170.00	78.00	44.00	0.00	4.00	16.00	4.00	10.00	6.00	0.00	8.00							
<b>HOURLY RATES</b>	190.00	180.00	165.00	140.00	115.00	130.00	145.00	105.00	170.00	140.00	105.00	125.00	85.00	160.00	145.00							
<b>TOTAL DOLLARS</b>	9,500.00	2,160.00	51,480.00	15,680.00	19,550.00	10,140.00	6,380.00	0.00	680.00	2,240.00	420.00	2,250.00	510.00	0.00	1,160.00	300.00			107,630.00	16,350.00	10,047.75	26,397.75





## Staff Report – Consent Agenda

December 21, 2020 Council Regular Meeting

NW 38<sup>th</sup> Avenue Improvements, Phase 3 Professional Services Agreement  
(Submitted by James Carothers, Engineering Manager)

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

**PURPOSE:**

Staff is seeking Council approval of a professional services agreement for design engineering, environmental permitting, public involvement, right-of-way acquisition, and other related professional services in the amount of \$658,553.41, to be dispersed over a 2-year span to PBS Engineering and Environmental, Inc. (PBS) as work is completed.

This project will complete the final phase of street and frontage improvements within the NW 38th Avenue corridor. Construction will include approximately 2,360 linear feet of roadway and frontage improvements, beginning at the intersection of NW 38th Avenue and NW Parker Street and terminating at the existing frontage improvements in front of Grass Valley Park to the east.



Figure 1: NW 38<sup>th</sup> Avenue at Grass Valley Park, facing west

**EQUITY CONSIDERATIONS:**

What are the desired results and outcomes for this agenda item?

Consent from Council to proceed with professional services agreement.

What's the data? What does the data tell us?

N/A

How have communities been engaged? Are there opportunities to expand engagement?

Through the public process for the Camas Comprehensive Plan. Additional Community involvement will occur as the design commences.

Who will benefit from, or be burdened by this agenda item?

City of Camas residents will benefit from improved roadway safety as a result of increased roadway width and lighting.

What are the strategies to mitigate any unintended consequences?

Careful design consideration and City staff review of design.

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.

No

Will this agenda item improve ADA accessibilities for people with disabilities?

Yes

What potential hurdles exists in implementing this proposal (include both operational and political)?

No operational or political hurdles are expected.

How will you ensure accountabilities, communicate, and evaluate results?

Established procedures for consultant coordination will be followed, including regular meetings and internal reviews of project documents.

How does this item support a comprehensive plan goal, policy or other adopted resolution?

The project completes the final phase of a transportation corridor in accordance with the Camas Comprehensive Plan and the Camas Transportation Impact Fee Study Update.

**BUDGET IMPACT:** This project is proposed in the 2021/2022 biennial budget and includes grant funding and local match using Transportation Impact Fees and Real Estate Excise Tax.

**RECOMMENDATION:** Approve the Professional Services Agreement in the amount of \$658,553.41 to PBS Engineering and Environmental (PBS).



# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Item 6.

Agreement Number:

Firm/Organization Legal Name (do not use dba's): <b>PBS Engineering and Environmental Inc</b>	
Address 415 W 6th Street, Suite 601, Vancouver, WA 98660	Federal Aid Number STPUL-7031(004)
UBI Number 601-152-088	Federal TIN 93-0870218
Execution Date	Completion Date 12-31-2024
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title <b>38th Avenue Street Improvements, Phase 3</b>	
Description of Work Work will include traffic, structural, and design engineering, environmental permitting, public involvement, right of way acquisition, and other related professional services for the 38th Avenue Phase 3 Project. Professional services will include evaluations of alignment and profile alternatives, wall types, and utility coordination.	
<input checked="" type="checkbox"/> Yes 9% <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: \$658,553.41	

## Index of Exhibits

- [Exhibit A](#)      Scope of Work
- [Exhibit B](#)      DBE Participation
- [Exhibit C](#)      Preparation and Delivery of Electronic Engineering and Other Data
- [Exhibit D](#)      Prime Consultant Cost Computations
- [Exhibit E](#)      Sub-consultant Cost Computations
- [Exhibit F](#)      Title VI Assurances
- [Exhibit G](#)      Certification Documents
- [Exhibit H](#)      Liability Insurance Increase
- [Exhibit I](#)      Alleged Consultant Design Error Procedures
- [Exhibit J](#)      Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Camas, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

**I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

**II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

**III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

**If to AGENCY:**

Name: James Carothers, P.E.  
Agency: City of Camas  
Address: 616 NE 4th Avenue  
City: Camas State: WA Zip: 98607  
Email: [jcarothers@cityofcamas.us](mailto:jcarothers@cityofcamas.us)  
Phone: 360-817-7230  
Facsimile: 360-834-1535

**If to CONSULTANT:**

Name: Cory Kratovil, P.E.  
Agency: PBS Engineering and Environmental INC.  
Address: 415 W. 6th St, Suite 601  
City: Vancouver State: WA Zip: 98660  
Email: [Cory.Kratovil@pbsusa.com](mailto:Cory.Kratovil@pbsusa.com)  
Phone: 360-567-2121  
Facsimile:

**IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.



## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to Item 6. CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.



## VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT’s supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

**X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII “Extra Work.”

**XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer’s decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit “J”. In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

**XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT’s agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT



to defend or indemnify the STATE and the AGENCY and their officers and employees against and harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: James Carothers, P.E.

Agency: City of Camas

Address: 616 NE 4th Avenue

City: Camas State: WA Zip: 98607

Email: jcarothers@cityofcamas.us

Phone: 360-817-7230

Facsimile: 360-834-1535

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

### **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.



The CONSULTANT shall provide the AGENCY with a list of all information and materials it cons confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

**XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature

Date



Digitally signed by  
Gregory Jellison  
Date: 2020.12.11  
15:50:18-08'00'

December 11, 2020

Signature

Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

Project No.

# Exhibit A

## Scope of Work: 38th Avenue Street Improvements, Phase 3

City of Camas  
City of Camas Project #T1024  
PBS Project PR71519.000

### I. Introduction

PBS Engineering and Environmental Inc. (PBS) and their Consultant team have been selected by the City of Camas (City) to perform traffic and design engineering, environmental permitting, public involvement, and other related professional services for the 38th Avenue Street Improvements, Phase 3 project. Professional services will include roadway engineering, structural engineering, environmental process and permits, and utility coordination.

The project team includes:

1. PBS – Prime consultant/project management, civil, survey, geotechnical, landscape architecture, public involvement support
2. WSP – Environmental permitting, wetland investigations, NEPA documentation
3. Universal Field Services (UFS) – right-of-way acquisition
4. Global Transportation Engineering (GTEng) – Traffic engineering (underutilized disadvantaged business enterprise [UDBE])
5. 3D Infusion – Computer aided drafting (UDBE)
6. Magna LLC – Geotechnical drilling (UDBE)

Magna LLC, and 3D Infusion will be under a pre-construction services sub-contract and will be billed as an reimbursable expense item.

The project is funded through design and right-of-way phases with federal funds. Although there are currently no construction funds, this project is anticipated to be constructed in 2023.

### II. Project Description and Background

The project will complete the final phase (Phase 3) of street and frontage improvements within the SE 20th Street/NW 38th Avenue corridor. Scope of work will include reconstruction of approximately 2,360 linear feet of roadway and frontage improvements along NW 38th Avenue, beginning at the intersection of NW 38th Avenue and NW Parker Street and terminating at the existing frontage improvements at Grass Valley Park.

The existing roadway has two lanes and is approximately 22 feet wide with no shoulders.

The proposed roadway will be a three-lane minor arterial with a curb-to-curb width varying between 40 and 46 feet. It is anticipated that the finished roadway will have two 12-foot-wide travel lanes and a center median/left-turn lane of variable width. Bike lanes and sidewalks will be constructed on both sides of the roadway.



This project extends the Phase 2 improvements that were constructed in June 2016. Preliminary Phase 3 construction plans were developed to a 30% level during the Phase 2 design process. A wetland delineation and a mitigation plan were approved for Phases 2 and 3, but the wetland delineation has since expired.

The project is anticipated to take 12 months of design and an additional 12 months of right-of-way acquisition.

### III. Project Assumptions

1. The existing signal at Parker Street and 38th Avenue will not be impacted or adjusted with this project.
2. Project is anticipated to go out to bid in late 2022 or early 2023.
3. Project is anticipated to be constructed in 2023.
4. City will update the project prospectus, the City's Washington State Department of Transportation (WSDOT) Local Agency Agreements, supplements, and other WSDOT contracting items.
5. Stormwater flow control analysis will result in an underground detention pipe.
6. Permit fees will be paid for by the City.
7. All documents will be provided in electronic format.
8. The Consultant will coordinate with City staff regarding drafting standards and conventions.
9. Project has excluded all work below the ordinary high water mark (OHWM) of Fishers Swale. Any change in design that results in work below the OHWM will require a new scope and fee.
10. This project will not impact the existing culverts and wingwalls within the project limits.
11. The critical areas and minor design review application will be processed as Type 2 applications, and hearing examiner approval will not be required.
12. The City will conduct one round of review for all permit narratives and technical memoranda and provide a consolidated set of comments. Documents will be provided electronically.
13. Meetings are limited to those defined in project tasks.
14. The Consultant will assemble and submit applications to the City.
15. The National Environmental Policy Act (NEPA) review process will be a categorical exclusion process and the Categorical Exclusion Documentation Form and technical reports will be sufficient for environmental documentation. The preparation of an environmental assessment (EA) or environmental impact statement (EIS) is not included in this scope of work.
16. Washington State Department of Transportation Local Programs (WSDOTLP) and the City are responsible for permit review timelines, approvals, conditions of approval, and decisions.
17. A Hydraulic Project Approval (HPA) will not be required.
18. Construction staging plans are not included in contract.
19. The City will perform stakeholder outreach.
20. The City will determine recipients, print, and mail project mailers.

## IV. Duties and Responsibilities of PBS

### Task 1: Project Management and Administration

PBS will oversee project tasks and coordinate with City representatives to manage the scope, schedule, and budget for the preliminary engineering phase. This project is assumed to take up to 24 months to complete and advertise for construction.

#### Subtask 1.1: Contract Administration, Invoicing, and Progress Reports

1. *Prepare and submit monthly invoices.* Each invoice will include: date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses and associated markups; total cost for labor and expenses for the billing period; subconsultants fees including markups for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
2. *Prepare a Contract Summary Report to accompany the monthly invoices.* The Contract Summary Report will list the amount billed the current period, total amount billed to date, total amount remaining under contract, and contract expiration date.
3. *Prepare Project Status Reports.* The Project Status Reports will list the amount billed the current period, total amount billed to date, total amount remaining under contract, and contract expiration date.
4. *Maintain all required-contract documentation.* Provide copies of project files and records to the City for audits and public information requests. Final documents shall be provided in electronic format as requested.
5. Maintain WSDOT Diversity Management Compliance System with monthly update on UDBE expenses.

#### Deliverables:

1. Monthly invoices, Contract Summary Reports, and Project Status Reports
2. Project documentation, upon request

#### Subtask 1.2: Meetings

This item includes the coordination and meetings necessary to successfully complete the project.

1. Preparation for and attendance at project kickoff meeting with City staff including up to two PBS staff attending a 2-hour kickoff meeting with City staff in Camas.
2. Up to 40 weekly phone meetings with City staff.
3. Up to 12 internal PBS design team coordination and meetings.
4. Preparation for and attendance at 8 monthly project coordination meetings with City staff including one PBS staff. Other consultant team members will attend meetings as needed.
5. Meet with City staff after the review of the 30%, 60%, 90%, and Final plan submittals. These meetings will be attended instead of the monthly meeting these months.

#### Deliverables:

1. Meeting agenda and meeting summaries

### **Subtask 1.3: Management, Coordination, and Direction**

1. The schedule will identify consultant tasks and items provided by the City and other consultants. The schedule shall be updated as circumstances require or as requested by the City (assumes one update).
2. The Consultant will prepare and submit an activities list and schedule to the City following the notice to proceed. The schedule will show appropriate milestones for the project, including intermediate and final submittal dates for design documents and key decision points.
3. The Consultant shall coordinate consultant tasks and activities with the City.

#### **Deliverables:**

1. Project schedule and schedule update
2. Summary notes of coordination efforts

### **Task 2: Surveying**

#### **Subtask 2.1: Surveying and Base Map**

PBS will perform boundary resolution, topographic surveying, and data collection services to include the following:

1. Establish a control network throughout the project limits based on the Clark County horizontal and vertical datum (NAD 83/91 & NGDV29/47).
2. Conduct research of existing records for information on deeds, surveys, plats, road right-of-way, and easements along the project corridor.
3. The survey field crew will collect data (property corners, right-of-way/centerline monuments, control and physical boundary/right-of-way features) in the project area and relevant to the project site. The project surveyor will then review research and field data and determine the current right-of-way location.
4. Order and obtain title reports for adjacent properties.
5. Perform topographic survey along the project corridor starting from the intersection of NW Parker Street and NW 38th Avenue, including approximately 2,500 feet east along NW 38th Avenue (full right-of-way). PBS will also survey the additional areas of NW Inglewood Street and along the private properties as defined on the attached survey limits exhibit. PBS will conduct research of existing records for information on available as-built and utility maps, request one-call utility locates and field survey existing above ground features (e.g., edge of pavement, curbs, sidewalks, buildings, trees, utilities, etc.), including cross sections necessary to produce 1-foot contour intervals. Prepare existing surface model reflecting collected topographic survey and breaklines.
6. Upon completion of topographic survey and development of the surface model, PBS will prepare an existing conditions base map showing mapped features and utilities collected from both survey and as-built plans.
7. Consultant will conduct site visits, take project photos of each property along the corridor and conduct field verification of survey data represented in project base map. Consultant will use photographs to document pre-project conditions.
8. Consultant will tie wetland flags using RTK (GPS) equipment in designated areas west of NW Parker Street and add locations to the survey base map.

**Subtask 2.2: Pothole Survey Ties**

1. Consultant will conduct pothole ties along designated locations for applicable utilities (assumes 15 potholes).

**Subtask 2.3: Pre-Construction Record of Survey**

1. PBS will meet with City staff to discuss right-of-way issues discovered prior to completing the survey. Once the right-of-way has been resolved a "Pre-construction" Record of Survey will be filed with the Clark County Surveyor's Office showing the centerlines, right-of-way lines, and found monuments within the right-of-way along the project route.

**Assumptions:**

1. Traffic control (flagging) will be billed as an expense
2. Traffic control plan (TCP) will be provided by the traffic control company and billed as an expense
3. Title reports will be billed as an expense
4. All pre-construction recording and associated fees (county review, mylar, etc.) will be billed as an expense

**Deliverables:**

1. Topographic survey
2. Pre-construction record of survey
3. Surface model
4. Base map
5. Legal descriptions and exhibits
6. Project photos

**Task 3: Geotechnical Engineering**

Geotechnical evaluation was completed for Phase 3 in conjunction with previous work for the project. Based on the current approach, PBS is proposing additional explorations and analyses to develop retaining wall solutions and confirm subsurface conditions along the alignment. We anticipate using the Phase 2 pavement section including cement amended subgrade.

**Subtask 3.1: Geologic Map and Report Review**

Geologic maps of the site area will be reviewed for information regarding geologic conditions and hazards at or near the site. PBS will also review geotechnical engineering reports for projects at the site and in the vicinity if available.

**Subtask 3.2: Subsurface Exploration**

*Borings*

Subsurface conditions will be explored by completing three borings using ATV drill rig. Borings will be advanced to depths of up to 30 feet below the existing ground surface (bgs) or practical refusal of the drilling equipment, whichever occurs first. In situ, standard penetration tests will be performed at 2.5- to 5-foot intervals. PBS will attempt to obtain undisturbed samples in thin-wall Shelby tubes for additional laboratory testing. The borings will be logged, observed groundwater levels noted, and representative soil samples collected by a member of the PBS geotechnical engineering staff.

### *Hand Augers*

Subsurface conditions along the toe of the existing embankment slope will be explored by completing 4 to 6 hand augers to depths of 2 to 4 feet bgs to estimate the required depth of over-excavation in fill areas.

### *Soils Testing*

Samples will be returned to our laboratory and classified by the Unified Soil Classification System (ASTM D2487) and/or the Visual-Manual Procedure (ASTM D2488). Laboratory tests may include natural moisture contents, Atterberg limits, and grain-size analyses, as appropriate.

### **Subtask 3.3: Geotechnical Engineering Analyses**

The data collected during the subsurface exploration, literature research, and testing will be analyzed to develop geotechnical recommendations for design and construction.

#### **Deliverable:**

A geotechnical engineering report will be prepared containing the results of our work, including the following information:

1. Field exploration logs and site plan showing approximate exploration locations
2. Laboratory test results
3. Groundwater considerations
4. Liquefaction potential
5. Lateral earth pressures for design of sheet pile retaining walls, including:
  - a. Active, passive, and at-rest earth pressure coefficients
  - b. Soil unit weight, phi angle, and cohesion
  - c. Seismic lateral force
  - d. Groundwater and drainage considerations
6. Earthwork and grading, cut, and fill recommendations:
  - a. Structural fill materials and preparation, and reuse of on-site soils
  - b. Wet weather considerations
  - c. Utility trench excavation and backfill requirements
  - d. Temporary and permanent slope inclinations
7. Seismic design criteria in accordance with the current American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) and WSDOT Geotechnical Design manual (GDM)
8. Pavement subgrade preparation recommendations

### **Task 4: Environmental Review and Documentation**

#### **Subtask 4.1: Environmental Review and Documentation**

The Phase 3 project has received federal funding and will require review and documentation under NEPA through WSDOT local programs, including Endangered Species Act (ESA) review. The Consultant will complete the NEPA CE Documentation Form and compile the NEPA environmental documentation in accordance with Chapter 24 of the Local Agency Guidelines (LAG) Manual, NEPA Categorical Exclusions.

In addition, federal, state, and local permits that were previously obtained for Phase 3 have expired, and an updated wetlands and water body delineation and new permit documents will be needed. Prior permits did not include NEPA Categorical Exclusion documentation. Permits will include a US Army Corps of Engineers (USACE) Section 404 authorization; Washington State Department of Ecology (Ecology) Section 401 Water Quality Certification; Washington Department of Fish and Wildlife (WDFW) hydraulic project approval; along with City of Camas minor design review, critical areas, and tree permit applications. Contingency tasks include a biological assessment and State Environmental Policy Act (SEPA) checklist, as WSDOT and the City will need to confirm these processes based on project impacts to be assessed as part of this scope of work.

*Environmental Coordination (WSP)*

The Phase 3 project has received federal funding and will require review and documentation under NEPA through WSDOT local programs, including ESA review. The Consultant will complete the NEPA Categorical Exclusion Documentation Form and compile the NEPA environmental documentation in accordance with Chapter 24 of the LAG Manual, NEPA Categorical Exclusions.

In addition, federal, state, and local permits that were previously obtained for Phase 3 have expired, and an updated wetlands and water body delineation and new permit documents will be needed. Prior permits did not include NEPA CE documentation. Permits will include a USACE Section 404 authorization; Ecology Section 401 Water Quality Certification; along with City of Camas minor design review, critical areas, and tree permit applications. Contingency tasks include a biological assessment (BA) and SEPA checklist, as WSDOT and the City will need to confirm these processes based on project impacts to be assessed as part of this scope of work.

This task includes the coordination meetings necessary to complete the project, including WSP's participation in:

1. Project kickoff meeting with City staff
2. Monthly team meetings with City staff over the course of the project
3. Internal team meetings with the design team; two Consultant staff will prepare for and attend

**Assumptions:**

1. Project kickoff meeting will be for two hours and attended by two Consultant staff.
2. Eight monthly team meetings will be for one hour and attended by two Consultant staff.
3. Three internal team meetings will be for two hours and attended by two Consultant staff.
4. Additional meetings with WSDOT beyond those described in the tasks below will not be required.
5. All meetings will be virtual.
6. PBS will prepare all meeting agendas and minutes.
7. Project management, including time for invoicing, over the 18-month project is included in each of the tasks below.

**Deliverable:**

1. Attend 12 meetings

**Updated Wetland and Waterbodies Delineation**

The previous wetland delineation is more than five years old and is no longer valid. Therefore, the Consultant will redelineate the boundaries of wetlands and OWHM of Fishers Swale within the study area. Wetland boundaries will be delineated in accordance with the criteria and methods described in the USACE 2010 *Regional Supplement to the USACE Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region – Version 2.0* (2010). OWHM boundaries will be demarcated according to the criteria defined in the Ecology publication titled *Determining the Ordinary High-Water Mark for Shoreline Management Act Compliance in Washington State* (2016). The study area for the project includes portions of the rights-of-way starting at the intersection of NW 38th Avenue and NW Parker Street continuing east approximately 0.5 mile, and portions of parcel numbers 177665000, 177678000, 177683000, 177671005, 125395000, 125408000, 124980000, and 125010000. Total study area is estimated to be 9.5 acres in size and 0.5 mile long.

To complete this work, the Consultant will conduct the following tasks:

1. Review background information, including soil maps, topographic maps, National Wetland Inventory maps, and recent and historic aerial photos to assist in determining the location of jurisdictional wetlands.
2. Conduct a field investigation and collect data, determine the wetland boundaries, record the boundaries using a GPS unit capable of post-processed sub-meter accuracy, and flag them in the field for future verification by regulating agencies and for survey.
3. Delineate the OWHM of Fishers Swale south of the existing roadway east of the intersection with NW Parker Street.
4. Compile the data collected in the field onto wetland data sheets and summarize the results in report form.
5. Assess all delineated wetlands using the most recent version of the *Washington State Wetland Rating System for Western Washington* (2014).
6. Prepare the graphics required for concurrency by the regulating agencies for inclusion in the delineation report.
7. Prepare a draft and final project-specific wetland and waterbodies delineation and assessment report for the study area that summarizes the findings of the field investigations.
8. A senior scientist will participate in a meeting with the Consultant design team to discuss the mapped wetlands within the corridor and identify opportunities to avoid and minimize wetland impacts and permitting strategies.

**Assumptions:**

1. Delineation report includes up to 10 graphics.
2. Wetland delineation field work will be limited to eight hours.
3. Based on the previous wetland study, there are five wetlands within the Phase 3 study corridor.
4. The City will coordinate rights-of-entry to parcels not owned by the City.
5. The City will conduct one round of review on the wetland delineation; any resulting edits will be minor and will not require additional technical analysis.
6. A senior scientist will participate in a two-hour virtual meeting with the Consultant design team.



7. Wetland field work will include up to eight hours of staff time.
8. No formal agenda or meeting minutes will be prepared from the meeting.

**Deliverable:**

1. Draft and final updated wetlands and waterbodies delineation report

**Subtask 4.2: NEPA Process**

*Methods and Assumption Categorical Exclusion Documentation*

The Consultant will conduct an early virtual meeting with WSDOT Southwest Region Local Programs and City staff. This meeting is intended to reach a common understanding between the project team and agency staff regarding review protocols and the level of detail needed to support the environmental considerations included in the NEPA Categorical Exclusion Documentation Form that will be prepared for the project. For this meeting, the Consultant will use the NEPA Categorical Exclusion Documentation Form for discussion with WSDOT and City staff to review each section documenting required NEPA documentation. Following the meeting, the Consultant will provide written bullets documenting the discussion for each section of the form with WSDOT and the City and addressing:

1. Verification of the agencies responsible for NEPA and SEPA review and identification of staff contacts.
2. Affirmation of the level of technical support documentation to be provided.
3. Verification of the level of NEPA review, which is anticipated to be a categorical exclusion.

**Assumptions:**

1. A one-hour virtual meeting with WSDOT and City staff attended by the Consultant project manager from PBS and a senior planner and senior scientist from WSP.
2. The Categorical Exclusion Documentation Form bullets will document the required environmental technical reports and no agenda or meeting minutes will be prepared.

**Deliverables:**

1. Draft and final NEPA Categorical Exclusion Documentation Form noting required NEPA documentation

*NEPA Categorical Exclusion Documentation*

Compliance with NEPA will be documented in a Categorical Exclusion Documentation Form and supporting documentation, including technical memoranda created for the project. Table 1 shows the discipline areas that will be addressed through the Categorical Exclusion Documentation Form, those that will require additional technical analysis and documentation, and the team member responsible for each element. The Consultant will complete the NEPA Categorical Exclusion Documentation Form and compile the NEPA environmental documentation in accordance with Chapter 24 of the LAG Manual, NEPA Categorical Exclusions – A Guidebook for Local Agencies, and other appropriate WSDOT and/or Federal Highway Administration (FHWA) guidance documents.

**Table 1. NEPA Environmental Elements and Proposed Documentation**

NEPA CE Environmental Elements	Proposed Documentation	Team Member
Part 4: Environmental Considerations		
Air Quality	CE Documentation Form	WSP



NEPA CE Environmental Elements	Proposed Documentation	Team Member
Critical/Sensitive Areas	Sole Source Aquifer Checklist Critical Areas Report	PBS WSP
Cultural Resources/Historic Structures	Cultural Resources Report	Future amendment
Floodplains and Floodways	CE Documentation Form	WSP
Hazardous and Problem Waste	Right sized Hazardous Materials Report	PBS
Noise	CE Documentation Form	WSP
Parks, Recreation Areas, Wildlife Refugees, Section 4(f)/6(f), etc.	<i>de minimus</i> Impact Determination	PBS
Agricultural Lands	CE Documentation Form	WSP
Rivers, Streams or Tidal Waters	CE Documentation Form	WSP
Tribal Lands	CE Documentation Form	WSP
Visual Quality	CE Documentation Form	WSP
Water Quality/Stormwater	Water Quality/Stormwater Report	PBS
Commitments	CE Documentation Form and Commitments Registry	PBS
Environmental Justice	EJ Memo, EJ Matrix, and Census Data	WSP
Part 5. Biological Assessment and Essential Fish Habitat Evaluations	No Effect Letter	WSP

Table 1 shows the discipline areas that will be addressed through the Categorical Exclusion Documentation Form, those that will likely require additional technical analysis and documentation, and the Consultant team member responsible for each element. This scope of work assumes the NEPA process will be classified as a categorical exclusion, and additional disciplines/reports or analysis beyond those assigned in Table 1 will not be necessary.

A WSDOT Categorical Exclusion Documentation Form will be completed. The Consultant will finalize the form based on one round of City review and will submit copies of the final form to WSDOT for review. The Consultant will finalize the form based on one round of WSDOT review.

**Assumptions:**

1. WSDOT is responsible for NEPA review timelines and decisions.
2. NEPA documentation is assumed to be a categorical exclusion, and the preparation of an EA or EIS is not included in this scope of work.
3. Document preparation will begin upon the selection of a preferred alternative.
4. Up to 14 hours of coordination between the Consultant and WSDOT staff is included in this task.
5. The project is exempt for additional air quality analysis per 40 CFR 93.126 – shoulder improvements and bicycle/pedestrian facilities.
6. The critical areas report prepared for City permits will document the existing critical and sensitive areas, wildlife, rare plants, or habitat located within the project area and no additional documentation is required.

7. The project does not meet the criteria for when a noise analysis is needed, and no additional documentation is required.
8. No impacts to floodplains and floodways are anticipated, and no additional work is expected.
9. No impacts to resource lands or prime farmlands are anticipated, and no additional work is expected.
10. No impacts to rivers, streams, or tidal waters are anticipated, and no additional work is expected.
11. No impacts to visual resources are anticipated and no additional work is expected.
12. Technical memoranda noted above are included as separate tasks.
13. Form will occur; these will require minor edits and will not require additional technical analysis.

**Deliverables:**

1. Draft and final Categorical Exclusion Documentation Form

***Sole Source Aquifer Checklist***

The proposed project is located within the Troutdale Aquifer System, a sole source aquifer that is regulated by the Environmental Protection Agency (EPA) under 1424(e) of the Safe Drinking Water Act of 1974 (Public Law 93-523, 42 USC. 300 et seq.). A memorandum of understanding (MOU) exists between EPA, WSDOT, and FHWA that identifies when a sole-source aquifer review by EPA is required for federal aid projects in Washington State. Attachment C of the MOU specifies that projects that require detention or retention basins and/or involve the addition or widening of lanes will require a sole source aquifer review.

For this task, the Consultant will complete a draft copy of the EPA sole source aquifer review checklist for City review. The Consultant will revise the draft checklist based on project team comments and submit a final revised checklist to the applicable EPA Regional 10 administrator for review via email. The EPA administrator has 30 days to respond to this request.

**Deliverables:**

1. Draft and final sole source aquifer checklist as an electronic file

***Cultural Resources***

Place holder for future amendment

***Right Sized Hazardous Materials Report***

PBS will complete a hazardous materials assessment of the site and present the results in a hazardous materials discipline report (Hazmat Report). The assessment will be conducted using methods and procedures in general accordance with WSDOT NEPA Categorical Exclusion Handbook (Chapter 4.5). The report will be compliant with FHWA NEPA requirements, as well as the Hazardous and Problem Waste section of the Local Programs NEPA Categorical Exclusion Form. The assessment will include using the following resources to identify sites or areas of potential concern:

1. Ecology records available through their public web portal

Additionally, a windshield survey of the site will be conducted. The survey will include observing the site from the public right-of-way and will not include accessing nonpublic property. Site features will be documented in a photograph log to be included in the Hazmat Report.

Draft and Final Hazmat Reports will be provided in electronic format and will identify and evaluate known or potentially contaminated sites that may:

1. Affect the environment during construction;
2. Create significant construction impacts; and/or
3. Incur cleanup liability to the local agency.

The level of effort for the discipline report is dependent largely on the conditions and construction parameters of the proposed construction. Based on our current understanding of the project, a low-level assessment will adequately characterize the site and potential risks at the current stage of development.

*Section 4(f) de minimis Impact Determination*

Prepare de minimis use documentation for the temporary impact of Grass Valley Park.

1. Prepare a letter of concurrence for use by the City.
2. Prepare public meeting information.
3. Attend one City council meeting for discussion of de minimis use of the park property.

Exclusions:

1. 4(f) programmatic or individual evaluations.
2. 4(f) documentation of other properties.

*Commitments Registry*

Environmental commitments include both mitigation required through environmental permitting and conservation measures that are made to agencies or the public to mitigate the effects of a project on the environment. The Consultant will review the following potential sources of commitments for Phase 3 and create a registry of commitments associated with any previous permits and/or conservation measures.

1. Section 106 Memorandum of Agreement
2. Section 404 authorization
3. Section 401 water quality certification
4. State environmental agency permits or coordination
5. Other state, regional, and local permits and coordination
6. Other study documents, agreements, memoranda of understanding
7. Other commitments to stakeholders.

The Consultant will provide the Commitments Registry to the City for review and approval before sending to WSDOT Local Programs for review. The Consultant will finalize the form based on one round of City review and one round of WSDOT review.

Assumptions:

1. The City will provide information on any known permits or commitments from Phases 1 and 2, and any other permits or commitment made by other landowners in the project corridor.
2. Commitments registry is limited to the commitments that apply to the Phase 3 project.
3. The commitments registry will be attached to the Categorical Exclusion Form for documentation.

4. After final delivery of the commitment register, the City will be responsible for managing and maintaining the commitment register, including any subsequent permit updates, and will be responsible for providing the register to WSDOT and/or FHWA if requested.

**Deliverable**

1. Draft and final commitments registry

*Environmental Justice*

The Consultant will prepare an analysis of the Title VI Population Groups within the project area and prepare an environmental justice technical checklist/technical memorandum to document compliance with the environmental justice executive order.

Population breakdown will conform to US Department of Transportation definitions for “minority” and “low-income.” Methods for identification will include the review and analysis of a primary data source—the current 2010 US Census—and a secondary data source, such as student demographic data made for the local public school as published in the Washington State Report Card. This research will determine if any special populations reside within the project limits. Based on this research, the absence or presence of special population groups will be documented. If such groups are present in the project area, potential impacts, including the possibility for disproportionate adverse impacts on these populations would be evaluated consistent with Title VI of the Civil Rights Act of 1964. If required, mitigation measures for such impacts would be identified.

The Consultant will complete the environmental justice matrix and will assemble the above material into an environmental justice technical memorandum for City and WSDOT review and comment. The Consultant will finalize the memorandum based the City review and submit one electronic copy of the final environmental justice technical memorandum to WSDOT.

**Assumptions:**

1. Door-to-door visits in the area will not be conducted.
2. A formal discipline report is not anticipated, and the environmental justice technical memorandum will be sufficient for NEPA compliance. If a formal discipline report is required, a separate scope and fee will be prepared.
3. Up to one round of City review and one round of WSDOT review will be necessary.

**Deliverables:**

1. Draft and final environmental justice matrix and checklist/technical memorandum

*Endangered Species Act – No Effect Letter*

The Consultant will prepare a letter that documents how the project will affect ESA-listed species. This scope of work assumes that it will be a letter of no effect. To prepare the No Effect Letter, the Consultant will complete the following tasks.

1. Confirm which species and critical habitat National Marine Fisheries Service (NOAA Fisheries) and the US Fish and Wildlife Service (USFWS) have listed that could occur within the project area through the use of existing databases.

2. Detail the known location of ESA-listed species—from existing databases—in relation to the proximity to the project site, including a brief project description and qualitative effects analysis.
3. Address the proposed interchange improvements, new impervious surfaces, and related stormwater effects on ESA-listed species.
4. Prepare up to four figures, including a vicinity map and an aerial photograph and ground-level photographs of the project site.

The Consultant will complete the letter for City and WSDOT review and comment. The Consultant will finalize the memorandum based the City and WSDOT review and submit one electronic copy of the final No Effect Letter to WSDOT.

**Assumptions:**

1. No ESA-listed species or critical habitats occur within or in close proximity to the project, and a biological assessment is not required.
2. No quantitative assessment of stormwater pollutants is required for the No Effect Letter.
3. Specific species surveys using standard survey protocol are excluded from this scope.
4. Draft and final deliverables will be provided in electronic format
5. The City will conduct one review cycle of the draft no effect letter.
6. City and WSDOT comments on draft documents will be editorial in nature and minor in content.

**Deliverables:**

1. Draft and final No Effect letter

**Subtask 4.3: State and Federal Permits**

*Mitigation Analysis*

The Consultant will conduct an analysis of mitigation completed for Phases 1, 2, and 3 and compare that amount completed to the amount of mitigation needed based on revised wetland impacts for Phase 3. The analysis will be used to determine if the previously completed mitigation can be used as advanced mitigation, resulting in a reduction of the mitigation ratio needed to compensate for Phase 3 impacts. The results of the mitigation analysis will determine the amount of mitigation required to compensate for Phase 3 impacts. This task includes coordination with federal, state, and local agencies to negotiate an agreed upon acreage of advanced mitigation and an appropriate mitigation ratio. The Consultant will prepare a technical memorandum summarizing the mitigation analysis.

**Assumptions:**

1. Wetland impact totals for Phase 3 will be based on the updated 30% plans described in Task 8 below.
2. Existing mitigation acreage and conditions will be based on recently completed monitoring reports and no new studies or field work will be required.
3. Up to eight hours of coordination time with agencies on mitigation.

**Deliverable**

1. Draft and final mitigation analysis technical memorandum

### ***Bank Use Plan***

Based on the results of the mitigation analysis completed in the Mitigation Analysis subtask, a bank use plan will be prepared to address the mitigation that will be accomplished through purchasing mitigation credits at the Terrace Mitigation Bank for the remaining project related impacts to wetlands and waterbodies.

A bank use plan will be prepared in accordance with USACE, Ecology, WDFW, and City mitigation bank use standards. The plan will identify the ways the project has avoided and minimized impacts to the extent practicable, as well as the construction methods used to restore any temporary impacts and, thereby, self-mitigating temporary impacts to wetlands, wetland buffers, aquatic habitat, and/or riparian buffers. The plan will also detail the unavoidable, permanent impacts to wetlands, wetland buffers, aquatic habitat, and/or riparian buffers and detail the compensatory mitigation required to offset the permanent impacts.

The bank use plan will describe the necessity for the permitted action and include a narrative of the proposed project, an ecological assessment of the proposed self-mitigating measures, a list of best management practices (BMPs), conceptual plans showing typical graphics for the areas impacted and methods to restore the impacted areas to existing conditions, and specific graphics showing permanent impacts. The bank use plan will detail the amount of credits needed to compensate for project impacts. The Consultant will complete the bank use plan for City review and comment. The Consultant will submit the final bank use plan to USACE, Ecology, WDFW, and City planning staff in the permit application package.

Upon approval of the federal, state, and local permits the Consultant will prepare the purchase agreement between the mitigation bank and the City for review. The Consultant will electronically send the final purchase agreement to the mitigation bank and the City will purchase the bank credits.

### **Assumptions:**

1. Required graphics are limited to 12 figures.
2. Project related impacts are eligible to be compensated at the Terrace Mitigation Bank and the regulatory agencies will accept the use of the bank.
3. Aquatic impacts will not require a habitat equivalency analysis because on-site waterbodies do not support ESA-listed fish species.
4. Mitigation bank use plan will require no more than one round of review by the City.
5. City is responsible for payment of the mitigation credits.

### **Deliverables:**

1. Draft and final bank use plan (one electronic copy)
2. Draft and final bank purchase agreement (one electronic copy)

### ***Joint Aquatic Resources Application Form***

Because project activities will affect wetlands and Fishers Swale, a Joint Aquatic Resources Permit Application (JARPA) will be completed for the project. The JARPA will address permits and authorizations required for the project for a Section 404 Clean Water Act authorization from USACE and a 401 Water Quality Certification from Ecology.

It is anticipated that the project will qualify for a USACE Nationwide Permit No. 23—Approved Categorical Exclusions—and would not require an individual Section 404 permit and no alternative analysis is required.

The JARPA application will also be used to apply for a Section 401 water quality certification from Ecology. The Consultant will coordinate with Ecology prior to issuance of the Section 404 permit to ensure that Ecology has received all pertinent information to verify Section 401 water quality compliance. The project must comply with state water quality standards and other aquatic resource protection requirements under Ecology's authority to receive a Section 401 water quality certification.

The JARPA application will include the USACE forms, background information in the form of supporting documents (as detailed in other tasks), and associated graphics. Both permanent and temporary impacts are regulated by USACE through its permitting process. However, wetlands that are temporarily filled, flooded, excavated, or drained, but restored to preconstruction contours and elevations after construction, are not included in the measurement of wetland loss by USACE.

The Consultant will file the JARPA and supporting documentation with USACE and Ecology and follow up with these agencies in their review of the applications for a Section 404 permit and Section 401 certification for the project. The Consultant will conduct two coordination meetings with agency staff to facilitate permit application review and permit issuance. The Consultant will also coordinate with the City and the project team regarding conditions of approval on the permits.

**Assumptions:**

1. Required graphics are limited to 10 figures prepared by PBS.
2. Scope of work includes 20 hours of coordination with USACE and Ecology.
3. The project will qualify for Nationwide 23, and a Section 404(b)(1) alternatives analysis will not be required.
4. The project will have more than a half-acre of impacts to waters of the state and is not pre-certified under Section 401 by Ecology and a formal review by Ecology is required.
5. USACE will not require any additional NEPA documentation other than the documentation prepared for the WSDOT Categorical Exclusion process.
6. The No Effect Letter prepared for the NEPA process to document project related impacts to ESA-listed species will be used by the USACE and no additional documentation is required.
7. Compensatory mitigation will be required for permanent impacts to waters of the US and the bank use plan prepared in the bank use plan subtask will be used to document compensatory mitigation requirements.
8. Use of updated 30% design drawings will be sufficient to prepare and submit permit documents.
9. Following submittal of permits, design changes will not be made which result in changes to project impacts or required mitigation.
10. The JARPA will require one round of City review and one round of revision.
11. This task assumes attendance by one senior scientist at up to two, one-hour virtual permit coordination meetings with agency staff. No formal agenda or meeting minutes will be prepared from these meetings.
12. Consultant will provide up to eight hours review and team coordination of final USACE and Ecology conditions of approval.

**Deliverable**



1. Draft and final JARPA and graphics

#### **Subtask 4.4: City Permits**

##### *Camas Pre-application Conference Application*

The project will require City design review, critical areas, and tree permits which will require Type II administrative permitting. The pre-application conference allows the project team to meet with representatives of the relevant departments to identify issues and requirements associated with the proposed development. During the virtual pre-application meeting, City staff will confirm permitting requirements associated with the project. The Consultant will conduct the following for the Pre-application Conference.

1. Complete the application form.
2. Prepare a narrative describing the project, listing applicable planning and development code provisions, and documenting questions that the project team have for City staff to discuss at the pre-application conference.
3. Provide the draft pre-application submittal to the City and incorporate comments.
4. Compile and submit the final application submittal to the City.
5. Coordinate the scheduling of the pre-application conference with the project team.
6. Prepare for and participate the pre-application conference.
7. The City will provide pre-application conference comments within one week from the conference and the project team will discuss the City comments during one of the scheduled meetings in Task 4.0.

##### Assumptions:

1. Two Consultant staff (a senior planner and a senior scientist) will attend the one-hour virtual pre-application conference.

##### Deliverables:

1. Draft and final pre-application conference application submittal

##### *SEPA Documentation*

A new SEPA checklist will be required as part of this project based on the amount of project element changes such as the amount of grading and fill within critical areas compared to the prior issued project SEPA determination of nonsignificance issued for the Phase 3 project.

The Consultant will complete a SEPA checklist in accordance with SEPA (Revised Code of Washington 43.21C), SEPA Rules (Washington Administrative Code 197-11), and City Municipal Code (CMC). The Consultant will work with the City and provide a draft SEPA for review and comment prior to finalizing the SEPA and the City issuing its determination.

##### Assumptions:

1. The City will act as the SEPA lead agency and issue a threshold determination.
2. One round of City review; City revisions and comments on the SEPA checklist will be minor and will not require additional technical analysis.
3. The SEPA threshold determination is anticipated to be a Determination of Nonsignificance (DNS) or a Mitigated Determination of Nonsignificance (MDNS).



4. A SEPA environmental impact statement will not be required.

**Deliverables:**

1. Draft and final SEPA checklist

***Minor Design Review***

The project area is within a designated gateway within the City as shown on the city zoning map. This designation triggers the City design review process and requires submittal of documentation addressing consistency with the City's gateway and corridor standards and addressing design review checklist approval criteria. The design review application will address consistency of the proposed landscaping, street trees, lighting, walls and fence, outdoor furniture, pavement, and materials with City design criteria. The design review process will also require a photometric plan and lighting specification, landscaping plan, and photos of any planned wall/fencing, outdoor furniture, pavement, and materials. The Consultant will work with City review staff to obtain a draft Type 2 staff report for the minor design review permit and will circulate the draft staff report to the City project team via email for review and input. The Consultant will collect and compile team comments on the staff report and will respond to City review staff with any suggested edits to the staff report.

CMC 18.19.050 requires that an application for minor design review include the following submittal items which will be prepared by the Consultant:

1. Permit application form
2. Project design review narrative
3. Submittal of required plans and photos of design

**Assumptions:**

1. The project is subject to the minor design review process.
2. The design review process will not require review by the City Design Review Committee.
3. Required photometric, landscape plans, and photos of design materials and examples will be prepared by PBS.
4. One round of review on the draft staff report.

**Deliverables:**

1. Application form and compilation
2. Draft and final minor design review application submittal
3. Review and coordination of a draft staff report document with the City and project team

***Critical Areas Report***

The project area is known to contain multiple critical areas as regulated under CMC 18.03. These critical areas include wetlands, fish and wildlife habitat conservation areas, and critical aquifer recharge areas. Because it is anticipated that the project will affect wetlands, streams, and/or associated buffers, a Type 2 critical areas permit will be required.

The Consultant will prepare a critical areas permit application that will include the master application, property packet, and critical areas report that summarizes how impacts will be avoided, minimized, and/or mitigated for each type of critical area, including supporting documents, such as the mitigation bank use plan

(completed under Bank Use Plan subtask), wetland delineation (completed under the Environmental Review and Documentation subtask), and the geotechnical report (completed under Task 3.0).

The Consultant will work with City review staff to obtain a draft Type 2 staff report for the critical areas permit and will circulate the draft staff report to the City project team via email for review and input. The Consultant will collect and compile team comments on the staff report and will respond to City review staff with any suggested edits to the staff report.

**Assumptions:**

1. Report graphics are limited to 16 figures.
2. Critical areas impacts may include both temporary and permanent impacts.
3. The City planning staff will agree that temporary project impacts are adequately mitigated by construction methods and restoring impacted areas to their existing condition.
4. One round of review on the draft staff report.
5. Consultant will provide up to four hours of review and team coordination of the draft staff report.
6. Mitigation bank use plan defined above will be adequate to address critical areas impacts and no further project mitigation will be required to address project effects on critical areas.

**Deliverables:**

1. Application form and compilation
2. Draft and final critical areas report
3. Review and coordination of a draft staff report document with the City and project team

***Critical Aquifer Recharge Area Report***

A Critical Aquifer Recharge Area (CARA) report is anticipated to be required and will be provided by the Consultant.

**Deliverables:**

1. Draft and final CARA report

***Camas Tree Permit***

It is expected that the design improvements may result in the removal of existing trees within the City's right-of-way and adjacent vicinity. The City of Camas regulates trees considered "significant trees." These are defined by CMC 18.03.050 Environmental Definitions as evergreen trees 8 inches and larger in diameter at breast height (dbh), and deciduous trees, other than red alder or cottonwood, 12 inches and larger in dbh. For the tree/vegetation survey the Consultant will conduct the following tasks.

1. A certified arborist will identify all trees meeting the above criteria by species with dbh and health condition.
2. Record their position during the topographic survey.
3. Conduct a hazardous tree inventory condition assessment as part of the inventory to document trees that are not required to be included in the tree inventory as tree units.
4. Conduct one site visit to perform field verification, data collection, and to flag species regulated by city ordinances.

5. Evaluate the proposed project design impact to trees.
6. Prepare a tree plan and report summarizing the existing tree species and diameter, tree health condition, hazardous tree, and preservation.
7. Prepare a restoration plan to mitigate for trees impacted at the suggested 2:1 replacement ratio per CMC 16.51.125(B) using native trees that are a minimum caliper of 2 inches. Replacement trees may include mitigation plantings, applicable street trees, City tree fund, or some combination thereof.
8. Tree replacement will also be required to meet the City tree density requirements.

**Assumptions:**

1. The City will conduct one round of review and comment on the tree survey and tree restoration plan.
2. The tree restoration plan will accompany the other project permits but will not require a separate permit application.
3. Tree mitigation locations will be combined with the critical areas mitigation plan to the extent possible.

**Deliverables:**

1. Draft and final tree survey (one electronic copy)
2. Draft and final tree restoration plan (one electronic copy)

**Task 5: Structural Engineering**

This task is focused on the design development for site retaining walls along the northern and southern edges of the proposed improvements along NW 38th Avenue. The other discipline design activities associated with these structures, is presented elsewhere in this scope of services.

**Meetings:**

No additional meetings are assumed for this subtask. See the Meetings subtask for description of meetings. One structural staff member will attend up to 10 internal meetings.

**Deliverables:**

See the following subtasks for lists of anticipated sheets, special provisions, and opinion of probable construction cost associated with the site retaining walls.

**Subtask 5.1: Alternatives Analysis**

The primary work activities for this task include:

1. Develop conceptual exhibits and an opinion of probable construction cost for up to three retaining wall types for use within the project limits.
2. Develop a memorandum describing the proposed retaining wall types with a recommendation for each wall location.

**Deliverables:**

1. Retaining wall plan and profile exhibits for evaluated walls (PDF format)
2. Retaining wall memorandum (PDF format)
3. Opinion of probable construction cost for evaluated retaining walls and wall types (PDF Format)

**Subtask 5.2: 60% Design**

The consultant will address review comments on the Alternatives Analysis design and update alternative analysis exhibits to support the civil design 60% milestone. The exhibits will depict a single alternative for each site retaining wall location developed as part of the Alternatives Analysis phase. The updated site retaining wall exhibits will be used to assist the environmental permitting process.

The development of plan sheets and construction documents will be delayed until the 90% design stage.

The 60% Design structural plans shall include:

1. Updated conceptual exhibits for site retaining walls
2. Site retaining wall typical detail exhibit

Deliverables:

1. 60% structural site retaining wall exhibits (PDF format)
2. 60% structural opinion of probable construction cost (PDF format)
3. Comment log with responses for City comments received on the Alternatives Analysis deliverables (Excel format)

**Subtask 5.3: 90% Design**

The Consultant will address review comments from the 60% deliverables and develop construction documents to the 90% Design stage. These documents will consist of plans, specifications, and an opinion of probable construction cost. Specifications will be based on WSDOT Standard Specifications, 2021 and amendments, general special provisions, and project specific special provisions (if required) associated with anticipated construction bid items.

The 90% plan set shall include the following sheets:

1. Structural general notes sheets
2. Site retaining wall plan and profile sheets
3. Site retaining wall typical detail sheet

Deliverables:

1. 90% structural plans (PDF format)
2. 90% structural special provisions (PDF and Word formats)
3. 90% structural opinion of probable construction cost (PDF format)
4. 60% comment log with responses to City comments (Excel format)

**Subtask 5.4: Final Design**

The Consultant will address review comments from the 90% plans and develop construction documents to the Final design submittal. These documents will consist of plans, specifications, and an opinion of probable construction cost. Final documents will be sealed as appropriate for jurisdictional engineering review.

Final design phase plan set shall include:

1. Finalized structural general notes sheets
2. Finalized site retaining wall plan and profile sheets
3. Finalized site retaining wall typical detail sheet

**Deliverables:**

1. Final structural plans (PDF format)
2. Final structural special provisions (PDF and Word formats)
3. Final structural opinion of probable construction cost (PDF format)
4. 90% comment log with responses to City comments (Excel format)
5. Stamped design calculation book for site retaining walls (if required)

**Subtask 5.5: Quality Assurance/Quality Control**

The consultant will provide quality control and quality assurance (QA/QC) reviews of the listed deliverables prior to submittal to the City for their review. Reviews will be documented as part of the project record. Reviews will be conducted by senior design staff with adequate experience for the type of structure being represented within the construction documents.

**Task 6: Traffic Engineering**

**Subtask 6.1: Lighting Analysis**

GTEng will conduct a detailed lighting analysis using the AGI32 software package to determine light levels for the proposed roadway lighting along NW 38th Avenue. The lighting will be designed to achieve average maintained illuminance and uniformity values per the Illumination Engineering Society of North America's RP-8-18 guidelines. GTEng will determine the appropriate luminaire mounting heights, pole setback, spacing, and pole configuration along the alignment. It is the current understanding that the Autobahn luminaire (current City standard) will be used in the analysis. No luminaire selection process other than the appropriate wattage luminaire will be required as part of this scope of services.

Base mapping for the lighting analysis will be provided by the design team in AutoCAD format. Illuminating Engineering Society (IES) files for the luminaire(s) used in the analysis will be obtained by GTEng from the manufacturer.

The results of the lighting analysis will be summarized in a graphical output of the obtained light levels along with a brief memorandum documenting lighting standard, methodology followed, and results. Based on review comments received from the City, GTEng will update the lighting analysis and provide a final graphical output and memorandum.

**Deliverables:**

1. Draft and final graphical lighting output and lighting summary memorandums

**Subtask 6.2: Roadway Illumination Design**

GTEng will prepare roadway illumination plans along NW 38th Avenue within the project limits. The plans will be based on the outcome of the approved lighting analysis from the Lighting Analysis subtask. The plans shall identify pole types, conduit, junction boxes, wiring, and power sources. GTEng will coordinate with Clark Public Utilities to locate and confirm power service locations. Once power service locations have been identified, GTEng will perform voltage drop calculations to determine required lighting circuits, wire sizes, and conduit sizes. The roadway lighting design will be closely coordinated with City of Camas staff and the design team. Up to two field visits have been included under this subtask.

GTEng will work with local utilities to resolve possible conflicts with the roadway lighting systems. One utility meeting has been included under this subtask. The final submittal will consist of the following plan sheets:

1. Roadway Illumination Plans (three sheets) – layout sheet showing the project area, conduit, wiring, junction boxes, light pole locations, light pole schedule power connections – (1 inch equal to 20 feet)
2. Wiring Schematic (one sheet) – not to scale
3. Standard Drawings (four sheets) – not to scale

Base plans showing curbs, sidewalks, right-of-way, and existing utilities will be provided by the design team in AutoCAD format.

GTEng will use the most current version of the City of Camas Specifications for roadway lighting in preparing special provisions for this project. The special provisions will be based on and supplement the Washington State Standard Specifications for Road, Bridge, and Municipal Construction.

GTEng will provide a lighting cost estimate for each submittal. The engineer's cost estimate will be based on Washington State bid history data and subconsultants internal cost estimating data. Costs estimates will be developed based on WSDOT bid items and will be provided in Excel format.

All submittals will be provided in electronic format.

GTEng anticipates four formal review cycles will be required through the course of the project. Submittals will be provided at the 30% 60%, 90%, and Final design levels. For each review cycle, GTEng will provide the City with plans in electronic half size (11- by 17-inch) PDF format. GTEng will address and incorporate comments received for each of the review cycles into each subsequent submittal.

**Deliverables:**

1. Voltage drop calculations – to be included with 60% submittal
2. Special provisions – to be included with 90% and Final submittals
3. Cost estimate – to be provided at the 60%, 90% and Final submittals
4. Illumination plan sheets prepared to be included with all submittals
5. Detail sheet(s) showing light poles, foundations, pull boxes and other details as necessary – to be included with all submittals

**Subtask 6.3: Striping Design Services**

GTEng will develop plans and details for roadway signing and striping to accommodate the roadway improvements associated with the NW 38th Avenue improvements. The signing and striping will be designed to meet the City of Camas and Manual on Uniform Traffic Control Devices standards.

The subconsultant will develop supplemental special provisions for signing and striping. The special provisions will be based on and supplement the Washington State Standard Specifications for Road, Bridge, and Municipal Construction. The special provisions will be developed and submitted for review in Word format.

The subconsultant will develop an engineer's cost estimate for the signing and striping elements of the project. The engineer's cost estimate will be based on Washington State bid history data and subconsultants internal cost estimating data. Costs estimates will be developed based on WSDOT bid items and will be provided in Excel format.

GTEng anticipates four formal review cycles will be required through the course of the project. Submittals will be provided at the 30% 60%, 90%, and Final design levels. For each review cycle, GTEng will provide the City with plans in electronic half size (11- by 17-inch) PDF format. GTEng will address and incorporate comments received for each of the review cycles into each subsequent submittal.

**Deliverables:**

1. Signing and Striping sheet – Three plan sheets (1 inch equal to 20 feet)
2. Signing and Striping detail sheet – One sheet (NTS)
3. Special provisions
4. Engineers cost estimate

**Task 7: Water Resources Engineering**

Not included in contract as stream is assumed to not be realigned.

**Task 8: Design Engineering**

The Consultant will advance the design to 30%, 60%, and 90%, and Final construction contract documents as part of this task. The Consultant team will be responsible to provide design engineering services for the deliverables outlined below for the following submittals:

1. 30% Submittal
2. 60% Submittal
3. 90% Submittal
4. Final Submittal
5. QA/QC

**Subtask 8.1: 30% Design (Preliminary)**

The Consultant will evaluate the original 30% Design and refine it based on current survey, the structural alternative analysis, and the wetland mitigation requirements.

1. Develop a basis of design.
2. American's with Disabilities Act (ADA) ramp evaluation ramps for the existing ramps at Parker Street and 38th Avenue.
3. Updated cut and fill line determination.
4. Develop stormwater analysis using HydroCAD software, basin delineation map, and storm system layout, and preliminary stormwater/hydrology report.
5. Calculate quantities and prepare a 30% engineer's estimate of construction costs shown on the civil plans.
6. Submit 30% strip map and cost estimate for review.

**Deliverables:**

1. Basis of design
2. 30% strip map and cost estimates
3. Preliminary Stormwater/Hydrology Report



**Subtask 8.2: 60% Design**

The Consultant will address review comments on the 30% Plans, develop the right-of-way plans, and develop construction documents to the 60% Design stage. These documents will consist of plans, a bid item list, an opinion of probable construction cost.

The 60% strip maps will include:

1. Plan over Profile Strip Map showing basic roadway geometry information and stormwater layout
2. Wall plan and profile Strip Map with wall details
  - 1) Detailed geometric layout of intersection and grading for ADA purposes
  - 2) Updated cut and fill line determination
  - 3) Update stormwater conveyance based on pothole information
  - 4) Incorporate City comments from the 30% review
  - 5) Updated stormwater analysis using HydroCAD software, basin delineation map, and storm system layout, and preliminary stormwater/hydrology report
  - 6) Calculate quantities and prepare a 60% engineer's estimate of construction costs shown on the civil plans
  - 7) Submit 60% plan set and cost estimate for review

Deliverables:

1. 60% strip maps and cost estimates (PDF format)
2. Stormwater/Hydrology Report (PDF format)

**Subtask 8.3: 90% Design (PS&E)**

The Consultant will address review comments from the 60% Plans and develop construction documents to the 90% Design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

The 90% plan set shall include the following sheets:

1. Cover sheet (1)
2. General Notes and Legend sheet (1)
3. Typical Sections (2)
4. Miscellaneous Details sheet (3)
5. Construction Signing Plan (1)
6. Site-specific Traffic Control Plans (2)
7. Site Prep/Demolition Plans (4)
8. Erosion Control and Grading Plans (5)
9. Erosion Control Notes Detail sheets (2)
10. Plan over Profile Sheets showing basic roadway geometry information and stormwater layout (8)
11. Grading sheets (3)
12. Wall Plan and Profile sheets (12)
13. Wall Detail sheets (3)
14. Signing and Striping Plans (3)
15. Signing and Striping Details (2)



16. Enhanced Crossing (1) – contingency item
17. Illumination Plans (4)
18. Soil Preparation & Seeding Plans (5)
19. Planting Plans (5)
20. Planting Detail sheets (2)
21. Preliminary Irrigation Plans (5)
22. Preliminary Irrigation Detail sheets (1)
23. Standard Detail sheets (5)

- 1) Update the stormwater analysis to match the 90% level design and prepare the updated stormwater/Hydrology report.
- 2) Compute quantities and prepare an engineer's estimate of construction costs shown on the plans. Identify which bid items will require special provisions.
- 3) Prepare 90% Level Project Specifications including current WSDOT amendments, GSP's, and special provisions necessary for this project.
- 4) Submit 90% plan set, specifications, draft construction schedule, and cost estimate for review.

**Deliverables:**

1. 90% Plans, specifications, and cost estimates (three hard copies of the plans [11- by 17-inch], a PDF of the plan set, specifications, draft construction schedule, and cost estimate)
2. Updated Stormwater/Hydrology Report

**Subtask 8.4: Final Design (PS&E)**

The Consultant will address review comments from the 90% Plans and develop construction documents to the Final design submittal. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule. Final documents will be sealed as appropriate for jurisdictional engineering review.

Address the 90% comments. Final design phase plan set shall include:

1. Cover sheet (1)
2. General Notes and Legend sheet (1)
3. Typical Sections (2)
4. Miscellaneous Details sheet (3)
5. Construction Signing Plan (1)
6. Site-specific Traffic Control Plans (2)
7. Site Prep/Demolition Plans (4)
8. Erosion Control and Grading Plans (5)
9. Erosion Control Notes Detail Sheets (2)
10. Plan over Profile sheets showing basic roadway geometry information and stormwater layout (8)
11. Grading sheets (2)
12. Wall plan and profile sheets (12)
13. Wall Detail sheets (3)
14. Signing and Striping Plans (3)
15. Signing and Striping Details (2)
16. Enhanced Crossing (1) – contingency item
17. Illumination Plans (4)

18. Soil Preparation & Seeding Plans (5)
19. Planting Plans (5)
20. Planting Detail sheets (2)
21. Preliminary Irrigation Plans (5)
22. Preliminary Irrigation Detail sheets (1)
23. Standard Detail sheets (5)

- 1) Address preliminary stormwater report comments and submit final stormwater report for approval.
- 2) Prepare final special provisions as needed for nonstandard items shown on the plans and compile the project specifications.
- 3) Compute quantities and prepare an engineer's estimate of construction costs.
- 4) Submit Final Plans, special provisions, and estimate for review.
- 5) Address City review comments regarding the plans, specs, and estimate.
- 6) Preparation of the project National Pollution Discharge Elimination System permit application and posting the Notice of Intent (NOI) in an appropriate local newspaper.
- 7) Preparation of the project Stormwater Pollution Prevention Program (SWPPP).

**Deliverables:**

1. Copy of SWPPP
2. Final Plans, special provisions, construction schedule, and estimate
3. Final Stormwater Report
4. Bid documents

**Subtask 8.5: Quality Assurance/Quality Control**

The Consultant will provide QA/QC for design work in accordance with the Consultant's QA/QC Program. The Consultant will provide senior level design and construction personnel to review plan submittals and provide technical support.

**Task 9: Utility Coordination**

**Subtask 9.1: Utility Coordination**

The Consultant will contact utilities within the project limits and obtain existing system mapping. PBS will review mapping for consistency with project base map.

The Consultant will conduct a utility reconnaissance of the project corridor to determine visual evidence of underground and aboveground utility facilities and confirm utility provided facility maps and project base map completeness.

Finally, PBS will identify and discuss with each utility special requirements associated with their facility relocation or modification.

*Utility Meetings*

This subtask includes organizing and facilitating up to three group utility meetings to provide updated project information. Such meetings will address known facilities, potential for impact, timing requirements for potential relocations, and initial information of reimbursable requirements. Meetings will also allow the

exchange of each utility's relocation plans with the other utilities in order to maximize compatibility of relocation designs and utility and roadway construction sequencing. It also includes preparing and transmitting meeting agendas and meeting summaries to utility representatives, City, and Consultant team members.

*Conflict Identification, Analysis, and Recommended Resolution*

This subtask will identify and analyze utility conflicts, compile, and distribute utility conflict lists involving aboveground, surface, and underground conflicts, and make conflict resolution recommendations to utilities.

It will produce utility conflict plan sheets based on preliminary (60%) design plans and accompanying utility conflict spreadsheets indicating conflict item number, type of utility, conflict status, average cover during and after construction, whether utility is in or out of public right-of-way, and comments. PBS assumes six different utility operators.

1. Revise conflict analysis and conflict spreadsheets based on 90% Design plans
2. Revise conflict analysis and conflict spreadsheets based on 100% Design plans

*Conflict Notification and Utility Relocations*

Notify the impacted utilities and coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the project design. As part of that effort:

1. Prepare and deliver to each involved utility owner a Conflict Notice with a conflict list and map. Assume up to six different utility operators. Notice shall require a utility response in the form of a proposed facility adjustment plan and schedule to complete the utility work. Allow each utility a 30-day period to respond with a proposal from date of the notice.
2. Review utilities' proposed relocation plans to verify that identified conflict items are addressed and that the plans accommodate and conform to the construction requirements for the project. Provide written approval of each utility's relocation plan. Up to nine total reviews will be performed for the utilities' relocation plans (average 1.5 per utility).

**Assumptions:**

1. City will provide utility plans, GIS, and other supporting documents for City utilities within the project corridor.
2. Utility design location fees, if any, are not included in Consultant's costs and will be paid by the City if required.
3. Utilities will provide as-built system maps of their facilities within the project corridor.
4. Additional right-of-way and/or easements that may be required for relocated utilities are the responsibility of the utilities or the City in the event of prior rights.

**Deliverables:**

1. Meeting agendas and summaries for each utility meeting (three total)
2. 30% Submittal: Existing utilities identified and marked-up on survey base mapping
3. Utility Conflict Memorandum at 60% Plans
4. Conflict notice letters and attachments for each utility
5. 90% and Final utility conflict analysis based on design plans
6. Review and comments on utility relocation plans

## **Task 10: Public Involvement**

Public involvement (PI) includes multiple modes of communication for reaching the project's various stakeholders during this phase of the project, including stakeholder outreach, project signage, a community open house, and project updates across an array of City communications channels. Each effort is aimed at increasing understanding of the project among those whose lives, work, and travels might be affected by it.

### **Subtask 10.1: Public Involvement Plan**

At our first meeting, PBS and the City will work together to establish the public involvement plan (PIP) that specifies the level of public participation sought, goals, objectives, key stakeholders, methods for ensuring access/equity, communication format/frequency, events/event publicity, PI timeline, and program evaluation criteria.

#### **Assumptions:**

1. In collaboration with the City, this document may be updated during the course of the project to reflect project revisions.

#### **Deliverables:**

1. Draft and final PIP
2. Revisions of PIP (assumes one revision)

### **Subtask 10.2: Project Signage**

To alert passersby about the project, up to two project boards will be placed along the corridor.

#### **Assumptions:**

1. The City will pay for board production and installation.
2. The City and PBS will determine the location for the project board(s).
3. If needed, sticker overlays may be added to the board(s) to provide new information.
4. The City will pay for sticker overlays.
5. PBS will apply sticker overlays.

#### **Deliverables:**

1. Draft and final project board designs
2. Up to two 4- by 8-foot project boards
3. As needed, sticker overlays; number, size, and content to be determined

### **Subtask 10.3: Project Communications**

In coordination with City staff, PBS will provide content for existing City of Camas communications channels with the purpose of informing stakeholders about the project.

#### **Assumptions:**

1. The City will specify where on the website that project updates will be made and whether a dedicated project page within the website is desired.
2. PBS will provide text and related files to be uploaded by the City or PBS, as desired.
3. PBS assumes that project updates will be made approximately once a month over the course of 12 months to a project-specific area on the website.

4. For larger project news, such as a significant road closure or an upcoming open house, PBS will provide text, graphics, and any related files to be uploaded by the City or PBS, as desired, to the main City of Camas website homepage.
5. Likewise, for these larger project news items, PBS will post text and graphics (where graphics are accepted) to the City's social media platforms, which are currently Facebook, Twitter, and CamasConnect app.
6. PBS assumes that larger project news items will occur about once every two months over the course of 12 months.

**Deliverables:**

1. Draft and final versions of text and graphics for the project-specific area of the City website, the website homepage, and social media

**Subtask 10.4: Project Mailer**

To announce a community open house (see below) and/or provide projects details to the community, PBS will create and arrange for distribution a project mailer for Camas residents or specific stakeholders, as desired by the City.

**Assumptions:**

1. PBS will create one project mailer for this phase of the project.
2. The City will provide input on the purpose and content of the project mailer.
3. The City will provide input on the recipients of the project mailer.
4. The City will provide input on the size and type of the project mailer.
5. The City will provide postal addresses for all intended recipients.
6. The City will pay for printing of the project mailer and postage for its distribution.

**Deliverables:**

1. Draft and final project mailer text and design

**Subtask 10.5: Community Open House**

To provide further information on the project, PBS representatives will be on hand to answer questions during two in-person community open houses hosted by the City at a location such as Camas Fire Station 42. Additionally, PBS will provide two printed strip maps to assist in explaining the project.

**Assumptions:**

1. The City will serve as the lead for hosting two community open houses during this phase of the project.
2. The format of the community open houses is understood to be self-guided, with attendees viewing maps and interacting with the project team casually.
3. One PBS representatives will attend each community open house to answer questions alongside project representatives from the City.
4. The City will provide input on the format of the community open house (video presentation, virtual forum, online survey, hybrid of all, etc.).
5. The City will determine the date, duration, and location of the event.

Deliverables:

1. Two large, printed strip maps

**Task 11: Right-of-Way**

**Subtask 11.1: PBS Right-of-Way Support**

Consultant shall provide labor, equipment, and materials to support the acquisition of seven properties for the City.

*Right-of-Way/Property Line Stakes*

1. Consultant will conduct right-of-way and property line stakeouts for applicable properties on approximately three trips.

*Legal Descriptions/Exhibit Maps for Right-of-Way Acquisitions/Easements*

1. Prepare legal descriptions and exhibits for right-of-way acquisition and easement takes. It is assumed that there will be 12 legal descriptions/exhibits to prepare.

Deliverables:

1. Up to 12 legal descriptions and exhibits

*Right-of-Way Plans*

1. Prepare draft and final right-of-way plans
2. Prepare exhibits for property owner discussions

Deliverables:

1. Draft and final right-of-way plans
2. Property owner exhibits

**Subtask 11.2: Right-of-Way Acquisition**

The Consultant will provide labor, equipment, and materials to acquire seven properties for the City. The City and PBS will provide the property owner list, maps, descriptions, and documents needed.

Right-of-way activities shall conform to the standards contained in the Uniform Act of 1970 and amendments, the laws of the State of Washington and City policies and procedures.

*Preliminary Title Reports*

The Consultant will obtain preliminary title reports for each property acquisition. The consultant will review each preliminary title report for encumbrances, liens, or defects.

Assumptions:

1. Seven property acquisitions

Deliverables:

1. Up to eight preliminary title reports

*Right-of-Entry*

The Consultant will acquire rights-of-entry as needed for project-related site investigations.

Deliverables:

1. Seven executed rights-of-entry

*Right-of-Way Funding Estimate*

The Consultant will complete a right-of-way cost estimate in conformance with WSDOT's LAG Manual.

Deliverables:

1. One right-of-way funding estimate

*Appraisal and Appraisal Review*

The Consultant will use a WSDOT-approved appraiser. The Consultant shall provide one real estate appraisal for each ownership.

Appraiser shall provide written notice to owners of a planned appraisal inspection and will provide the property owner or designated representative, if any, an invitation to accompany the appraiser on any inspection of the property for appraisal purposes.

Appraisal shall conform to the Uniform Standards of Professional Appraisal Practice (USPAP).

The Consultant will provide an appraisal review for each appraisal. The appraisal review will be conducted by another WSDOT-approved appraiser.

Deliverables:

1. Seven appraisals
2. Seven appraisal reviews

*Acquisition*

The Consultant will conduct negotiations, on behalf of the City.

The Consultant will research the ownership status of the parcel and any existing conditions impacting the parcel. Then the Consultant will provide potential courses of action for obtaining clear title for the City.

The Consultant will compile and/or prepare all essential documents to be submitted to owners using City approved documents. These include, but are not limited to, project information letters, acquisition and relocation brochures, offer-benefit letters, acquisition summary statements, copy of the valuation, map of acquisition, and instruments of conveyance. Universal shall make all offers in person or by certified mail.

The Consultant shall provide all property owners with:

1. A complete copy of the valuation that just compensation is based upon at the initiation of negotiations.

The Consultant will prepare and maintain written diaries of negotiator contacts with property owners and tenants to document:

1. Efforts to achieve amicable settlements
2. Owners' suggestions for changes in plans
3. Responses to owners' counterproposals

Consultant will make every reasonable effort to acquire the right-of-way expeditiously by negotiation. Property owners must be given reasonable opportunity to consider the offer and present material the owner believes is relevant to determining the value of the property.

Assumptions:

1. City will pay closing and recording costs

Deliverables:

1. Seven completed negotiation packet with document for recording

#### *Right-of-Way Certification*

The Consultant will prepare each file for inspection by WSDOT for the right-of-way certification process. The right-of-way certification documentation and letter will be prepared by the Consultant for City review and approval. This documentation will be sent to WSDOT to document and certify the right-of-way process has conformed to the Uniform Act of 1970.

### **Task 12: Bidding Support**

The Consultant during the construction of the project will provide limited bidding and engineering services. The anticipated bid support services are described as follows.

#### **Subtask 12.1: Bid Support**

##### *Pre-bid Opening Responsibilities*

The Consultant shall respond to questions from prospective bidders and City staff before bid opening in reference to the bid package.

Necessary construction management support will be determined by the City prior to advertisement. A scope amendment will be provided at that point in time to best serve the City's needs.

Assumptions:

1. Support for the City during the bidding process only.
2. Participation in construction meetings is not included.

Deliverables:

1. Electronic responses to bidder inquiries and addenda as needed

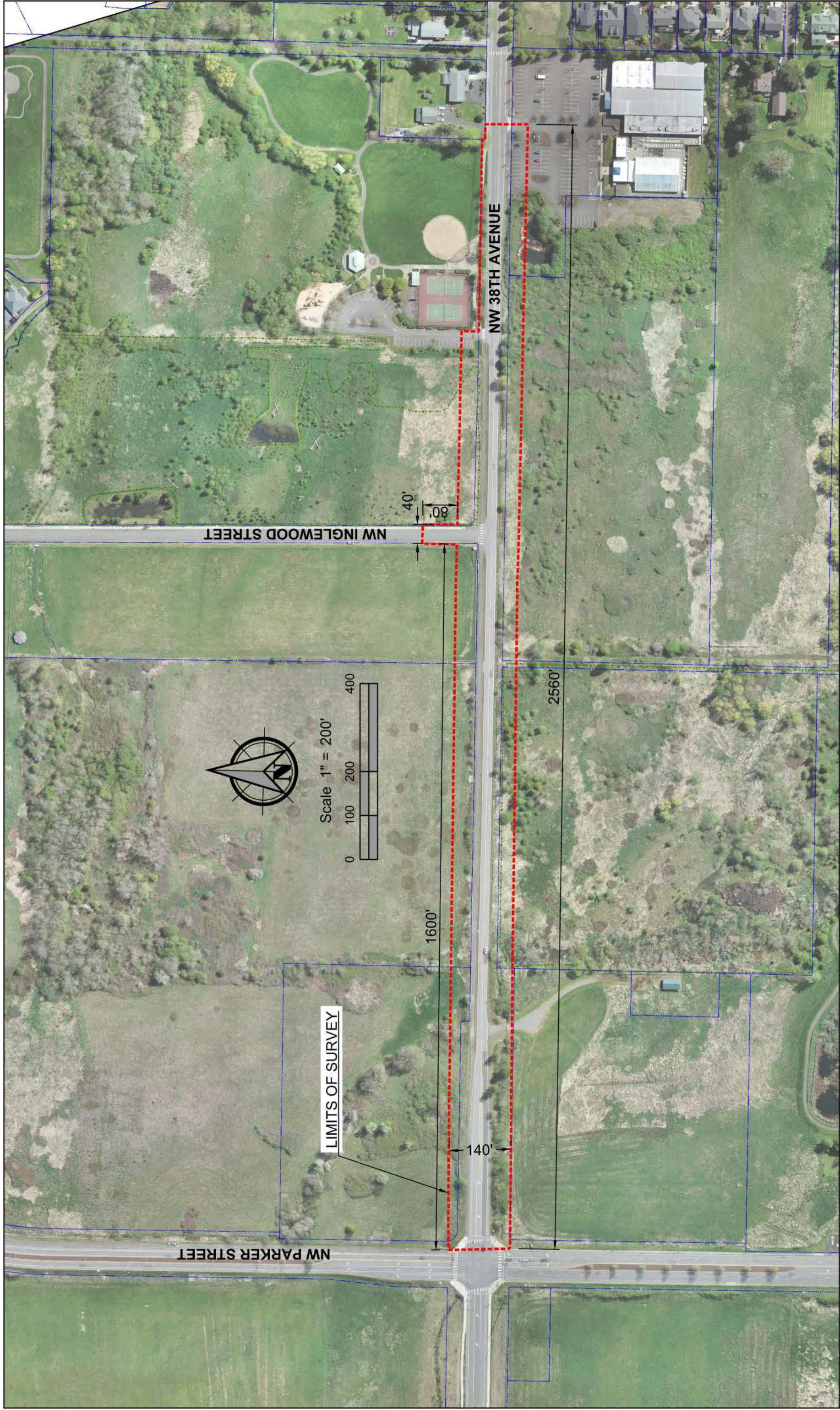
### **Task 13: Construction Management (Reserved)**



**Task 14: City Deliverables to the Consultant**

City-provided information.





38TH AVENUE PHASE 3 -  
LIMITS OF SURVEY



# **DBE Participation Plan**

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In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE maximum practicable opportunities.

This project has a mandatory UDBE utilization goal of 9%. See below for how this goal will be met.

- GTEng (Traffic Engineering) – \$19,578.42
- 3D Infusion (Computer Aided Drafting) – \$22,475.11
- Magna LLC (Geotechnical Drilling) – \$19,000

Total UDBE Utilization amount – \$61,053.53  
Total Contract Amount – \$658,553.41  
Total UDBE Utilization Percent – 9.3%

# **Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

**I. Surveying, Roadway Design & Plans Preparation Section**

**A. Survey Data**

Digital Terrain Model (DTM) and AutoCAD Civil 3D 2018

**B. Roadway Design Files**

AutoCAD Civil 3D 2018

**C. Computer Aided Drafting Files**

AutoCAD Civil 3D 2018

**D. Specify the Agency's Right to Review Product with the Consultant**  
The agency has the right to review products produced for this project by the Consultant

**E. Specify the Electronic Deliverables to Be Provided to the Agency**  
See Scope of work appendix A

**F. Specify What Agency Furnished Services and Information Is to Be Provided**  
See Scope of work appendix A

**II. Any Other Electronic Files to Be Provided**

None

Item 6.

**III. Methods to Electronically Exchange Data**

E-mail and FTP site



**A. Agency Software Suite**

**None**

**B. Electronic Messaging System**

**None**

**C. File Transfers Format**

**None**

# ***Prime Consultant Cost Computations***

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**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 7, 2020

PBS Engineering & Environmental, Inc.  
214 E Galer Street, Suite 300  
Seattle, WA 98102

**Subject: Acceptance FYE 2019 ICR – CPA Report**

Dear Nicole Edmondson:

We have accepted your firms FYE 2019 Indirect Cost Rate (ICR) of 175.25% of direct labor (rate includes 0.74% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by T. Wayne Owens & Associates. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

Jonson, Erik  
Jul 8 2020 1:31 PM

ERIK K. JONSON  
Contract Services Manager

EKJ:ah

## Exhibit D-2

12/10/2020

PBS Engineering and Environmental, Inc.  
 38th Avenue Street Improvements, Phase 3  
 Rate Sheet

Classification	Max 2020 Hourly Rate	Overhead 175.25%	Profit 30%	Max 2020 Billing Rate	Actual Billing Rate
Administration	24.75	43.37	7.43	75.55	70.00
CAD / Micro Station Tech I	27.50	48.19	8.25	83.94	82.00
CAD Manager	40.96	71.78	12.29	125.03	120.00
Construction Inspector I	38.00	66.60	11.40	116.00	95.00
Construction Inspector II	45.00	78.86	13.50	137.36	105.00
Construction Inspector III	47.00	82.37	14.10	143.47	120.00
Construction Inspector IV	50.00	87.63	15.00	152.63	130.00
Design Technician III	36.50	63.97	10.95	111.42	110.00
Design Technician IV	39.80	69.75	11.94	121.49	120.00
Engineer I	35.33	61.92	10.60	107.84	105.00
Engineer II	38.76	67.93	11.63	118.31	115.00
Engineer III	46.63	81.72	13.99	142.34	130.00
Engineer IV	56.19	98.47	16.86	171.52	140.00
Engineer V	63.70	111.63	19.11	194.44	150.00
Engineer VI	68.65	120.31	20.60	209.55	165.00
Engineer VII	69.71	122.17	20.91	212.79	180.00
Engineer VIII	100.10	175.43	30.03	305.56	190.00
Engineering Geologist I	43.27	75.83	12.98	132.08	130.00
Engineering Technician	31.00	54.33	9.30	94.63	90.00
Field Scientist/Planner	25.00	43.81	7.50	76.31	75.00
Field Technician	25.00	43.81	7.50	76.31	70.00
Graphic Artist	33.05	57.92	9.92	100.89	100.00
IT / Database Management	45.00	78.86	13.50	137.36	110.00
Landscape Arch/Planner I	32.00	56.08	9.60	97.68	85.00
Landscape Arch/Planner II	35.25	61.78	10.58	107.60	95.00
Landscape Arch/Planner III	38.75	67.91	11.63	118.28	105.00
Landscape Arch/Planner IV	46.30	81.14	13.89	141.33	130.00
Landscape Arch/Planner V	60.00	105.15	18.00	183.15	140.00
Landscape Arch/Planner VI	65.00	113.91	19.50	198.41	155.00
Principal Engineer	106.63	186.87	31.99	325.49	225.00
Principal Geologist	72.12	126.39	21.64	220.15	200.00
Principal Scientist/Planner	73.75	129.25	22.13	225.12	195.00
Proj Envir/Regulatory Spec	42.50	74.48	12.75	129.73	120.00
Proj Environ Compl Monitor	38.50	67.47	11.55	117.52	115.00
Project Administrator I	28.00	49.07	8.40	85.47	85.00
Project Administrator II	38.46	67.40	11.54	117.40	95.00
Project Geologist I	32.46	56.89	9.74	99.08	98.00
Project Geologist II	39.76	69.68	11.93	121.37	120.00
Project Scientist/Planner I	32.46	56.89	9.74	99.08	98.00
Public Involvement I	25.50	44.69	7.65	77.84	75.00
Public Involvement II	29.50	51.70	8.85	90.05	89.00
Public Involvement III	35.69	62.55	10.71	108.94	105.00
Public Involvement IV	40.39	70.78	12.12	123.29	120.00
Senior Scientist/Planner	50.66	88.78	15.20	154.64	145.00
Sr Environ/Regulatory Spec.	47.70	83.59	14.31	145.60	145.00
Sr. Geologist I	41.39	72.54	12.42	126.34	125.00
Sr. Geologist II	44.48	77.95	13.34	135.78	135.00
Sr. Geologist III	55.29	96.90	16.59	168.77	165.00
Sr. Hydrogeologist II	70.00	122.68	21.00	213.68	150.00
Sr. Public Involvement Manager V	55.00	96.39	16.50	167.89	145.00
Staff Geologist I	28.35	49.68	8.51	86.54	85.00
Staff Geologist II	29.50	51.70	8.85	90.05	89.00
Staff Scientist/Planner II	29.50	51.70	8.85	90.05	89.00
Survey I (Assistant)	26.97	47.26	8.09	82.33	80.00
Survey II (Technician)	31.00	54.33	9.30	94.63	94.00
Survey III (LSIT)	35.00	61.34	10.50	106.84	105.00
Survey IV (PLS)	43.80	76.76	13.14	133.70	130.00
Survey V (PLS Manager)	52.00	91.13	15.60	158.73	150.00
Survey VI (PLS Principal)	66.67	116.84	20.00	203.51	170.00
Writer / Editor	34.62	60.67	10.39	105.68	95.00

## NOTES:

Profit is based on indicated percentage applied to the sum of max 2020 hourly rate and overhead for a given classification.

Overhead percentage includes 0.74% Facilities Capital Cost of Money.

\*Survey Crew and UAS Operator Rates include Equipment Cost

## ***Sub-consultant Cost Computations***

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The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.



CRM Name: **Camas 38th Avenue**  
 CRM Client: **PBS**  
 Start/End Date: **01/01/2021-06/01/2022**  
 PM: **Don Hardy**

# FEE ESTIMATE



		Staff Title	DIRECTOR, LAND/URBAN	SR. LEAD CONSULTANT,	CONSULTANT, ENVIRONMENTAL	CONSULTANT, ENVIRONMENTA	CONSULTANT, LAND/URBAN	CONSULTANT, PROJECT	SPECIALIST, MARKETING	
		Grade	P-13	P-12	P-09	P-09	P-09	P-09	A-08	
		Staff Name	Don Hardy	Dustin Day	Nicholas Tudar	Bridget Wojtala	Sam Rubin	Sanja Woehlert	Laura Townsend	Rounded Totals
		OH	\$115.18	\$83.96	\$48.85	\$49.41	\$56.78	\$52.34	\$44.88	
		FF	\$19.80	\$14.44	\$8.40	\$8.49	\$9.76	\$9.00	\$7.72	
		Billable Rate	\$218.29	\$159.13	\$92.59	\$93.63	\$107.61	\$99.19	\$85.05	
TASK	TASK DESCRIPTION	HOURS								
<b>1</b>	<b>Subtask 4.0 Meetings</b>	<b>32</b>	<b>16</b>	<b>16</b>						<b>\$6,040.00</b>
1.1	kick off meeting		2	2						\$755.00
1.2	monthly meetings		8	8						\$3,020.00
1.3	internal design meetings		6	6						\$2,265.00
<b>2</b>	<b>Subtask 4.1 - Wetland and waterbodies delineation</b>	<b>125</b>		<b>8</b>	<b>68</b>	<b>22</b>	<b>19</b>	<b>2</b>	<b>6</b>	<b>\$12,387.00</b>
2.1	Field work (2 people 4 hours each)			2	4	4				\$1,064.00
2.2	Data Sheets				4	3				\$652.00
2.3	Wetland Rating Form (5 wetlands)				20	5				\$2,320.00
2.4	Draft Delineation Report				30	5	15		4	\$5,201.00
2.5	Final Delineation Report				10	5	4		2	\$1,995.00
2.6	Meeting			2						\$319.00
2.7	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.							2		\$199.00
2.11	QA/QC			4						\$637.00
<b>3</b>	<b>Subtask 4.2.1 Methods and Assumption Memo</b>	<b>14</b>	<b>4</b>	<b>6</b>				<b>2</b>	<b>2</b>	<b>\$2,199.00</b>
3.1	Draft Methods and Assumption Memo			2					1	\$404.00
3.2	Final Methods and Assumption Memo		1	2					1	\$622.00
3.3	Meeting		2	2						\$755.00
3.4	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.							2		\$199.00
4.10	QA/QC		1							\$219.00
<b>4</b>	<b>Subtask 4.2.2 NEPA CE Documentation Form</b>	<b>67</b>	<b>8</b>	<b>6</b>		<b>24</b>	<b>25</b>	<b>2</b>	<b>2</b>	<b>\$8,010.00</b>
4.1	WSDOT coordination		6	6		6	4			\$3,257.00
4.2	Draft CE Documentation Form					14	14		1	\$2,903.00
4.3	Final CE Documentation Form					4	4		1	\$891.00
4.4	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.							2		\$199.00
4.11	QA/QC		2				3			\$760.00
<b>6</b>	<b>Subtask 4.2.8 Environmental Justice</b>	<b>63</b>	<b>3</b>	<b>2</b>			<b>52</b>	<b>2</b>	<b>4</b>	<b>\$7,109.00</b>
6.1	Draft EJ matrix and tech memo	39	1	1			35		2	\$4,314.00
6.2	Final EJ matrix and tech memo	18	1	1			14		2	\$2,054.00
6.3	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2						2		\$199.00
6.11	QA/QC	4	1				3			\$542.00
<b>7</b>	<b>Subtask 4.2.9 ESA No Effect Letter</b>	<b>71</b>	<b>3</b>	<b>2</b>	<b>40</b>	<b>10</b>	<b>10</b>	<b>2</b>	<b>4</b>	<b>\$7,229.00</b>
7.1	Draft No Effect Letter	46		1	30	5	8		2	\$4,436.00
7.2	Final No Effect Letter	20		1	10	5	2		2	\$1,939.00
7.3	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2						2		\$199.00
7.11	QA/QC	3	3							\$655.00

<b>9</b>	<b>Subtask 4.3.1 Mitigation Analysis</b>	<b>61</b>	<b>3</b>	<b>22</b>		<b>20</b>	<b>10</b>	<b>2</b>	<b>4</b>	<b>\$7,646.00</b>
9.1	Draft mitigation analysis	32		7		15	8		2	\$3,550.00
9.2	Final Mitigation analysis	16		7		5	2		2	\$1,968.00
9.3	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2						2		\$199.00
9.4	Agency Coordination	8		8						\$1,274.00
9.11	QA/QC	3	3							\$655.00
<b>10</b>	<b>Subtask 4.3.2 Bank Use Plan</b>	<b>76</b>	<b>2</b>	<b>4</b>	<b>40</b>	<b>12</b>	<b>12</b>	<b>2</b>	<b>4</b>	<b>\$7,733.00</b>
10.1	Draft Bank Use Plan (Limit 6 figures)	43		2	26	4	9		2	\$4,239.00
10.2	Final Bank Use Plan	19		2	8	4	3		2	\$1,927.00
10.3	draft purchase agreement	6			4	2				\$558.00
10.4	Final purchase agreement	4			2	2				\$373.00
10.5	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2						2		\$199.00
10.11	QA/QC	2	2							\$437.00
<b>11</b>	<b>Subtask 4.3.3 JARPA</b>	<b>91</b>	<b>3</b>	<b>22</b>	<b>40</b>	<b>20</b>		<b>2</b>	<b>4</b>	<b>\$10,273.00</b>
11.1	Draft JARPA	37		2	30	3			2	\$3,547.00
11.2	Final JARPA	17		2	10	3			2	\$1,696.00
11.3	Coordination time	20		10		10				\$2,528.00
11.4	Meetings and coordination	12		8		4				\$1,648.00
11.5	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2						2		\$199.00
11.11	QA/QC	3	3							\$655.00
<b>13</b>	<b>Subtask 4.4.1 Camas Pre-Application</b>	<b>49</b>	<b>9</b>	<b>8</b>		<b>4</b>	<b>22</b>	<b>2</b>	<b>4</b>	<b>\$6,521.00</b>
13.1	Draft Pre-App Narrative	21	2	2		2	13		2	\$2,512.00
13.2	Final Pre-app Narrative	15	2	2		2	7		2	\$1,866.00
13.3	Pre-app meeting	8	4	4						\$1,510.00
13.4	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2						2		\$199.00
13.10	QA/QC	3	1				2			\$434.00
<b>14</b>	<b>Subtask 4.4.2 SEPA Checklist</b>	<b>52</b>	<b>5</b>	<b>1</b>		<b>12</b>	<b>28</b>	<b>2</b>	<b>4</b>	<b>\$5,928.00</b>
14.1	Draft SEPA checklist	32	1			8	21		2	\$3,398.00
14.2	Final SEPA Checklist	15	1	1		4	7		2	\$1,676.00
14.3	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2						2		\$199.00
14.10	QA/QC	3	3							\$655.00
<b>15</b>	<b>Subtask 4.4.3 - Minor Design Review</b>	<b>67</b>	<b>14</b>				<b>47</b>	<b>2</b>	<b>4</b>	<b>\$8,655.00</b>
15.1	Draft Design Review Narrative	34	6				26		2	\$4,278.00
15.2	Final Design Review Narrative	12	2				8		2	\$1,468.00
15.3	Submittal coordination with team	14	4				10			\$1,950.00
15.4	Review and coordination of draft staff report	5	2				3			\$760.00
15.5	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2						2		\$199.00
<b>16</b>	<b>Subtask 4.4.4 Critical Areas Report</b>	<b>89</b>	<b>5</b>	<b>7</b>		<b>50</b>	<b>21</b>	<b>2</b>	<b>4</b>	<b>\$9,688.00</b>
16.1	Draft Critical Areas Report (limit 10 figures)	56	1	4		34	15		2	\$5,823.00
16.2	Final Critical Areas Report	21	1	2		12	4		2	\$2,261.00
16.3	Application form and compilation of submittal packet	6	1			3	2			\$715.00
16.4	Review and coordination of draft staff report	4	2	1		1				\$690.00
16.5	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2						2		\$199.00
	<b>Expenses</b>		<b>No of Miles</b>							<b>\$36.00</b>
\$	0.575 Mileage		55							\$32.00
10%										\$4.00
	<b>Total Hours</b>	<b>857</b>	<b>75</b>	<b>104</b>	<b>188</b>	<b>174</b>	<b>246</b>	<b>24</b>	<b>46</b>	
	<b>Total Expenses</b>									<b>\$36.00</b>
	<b>TOTAL FEE</b>		<b>\$16,372</b>	<b>\$16,549</b>	<b>\$17,406</b>	<b>\$16,292</b>	<b>\$26,471</b>	<b>\$2,381</b>	<b>\$3,912</b>	<b>\$99,454.00</b>





**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 29, 2020

WSP USA, Inc.  
250 West 34<sup>th</sup> Street  
New York, NY 10119

**Subject: Acceptance FYE 2019 ICR – CPA Report**

Dear Christopher Kidd:

We have accepted your firms FYE 2019 Indirect Cost Rate (ICR) based on the “Independent CPA Report,” prepared by Deloitte & Touche, LLP as follows:

- General Services Office: 138.27% of direct labor  
(rate includes 0.54% Facilities Capital Cost of Money)
- Bases Field: 106.10% of direct labor  
(rate includes 0.40% Facilities Capital Cost of Money)

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

Jonson, Erik

Jul 29 2020 1:36 PM

cosign

ERIK K. JONSON  
Contract Services Manager

EKJ:ah



**WSP USA Inc.**  
**999 3rd Avenue, Suite 3200**  
**Seattle, WA 98104**

<b>Alphanumeric Grade</b>	<b>Direct Labor Rate NTE</b>	<b>GSO Overhead NTE 138.27%</b>	<b>Fixed Fee NTE 10%</b>	<b>All Inclusive Hourly Billing Rate NTE</b>
A-04	\$23.32	\$32.24	\$2.33	\$57.90
A-05	\$26.69	\$36.90	\$2.67	\$66.26
A-06	\$33.38	\$46.15	\$3.34	\$82.87
A-07	\$44.26	\$61.20	\$4.43	\$109.88
A-08	\$54.10	\$74.80	\$5.41	\$134.31
A-09	\$64.47	\$89.14	\$6.45	\$160.06
P-06	\$33.38	\$46.15	\$3.34	\$82.87
P-07	\$44.26	\$61.20	\$4.43	\$109.88
P-08	\$54.10	\$74.80	\$5.41	\$134.31
P-09	\$64.47	\$89.14	\$6.45	\$160.06
P-10	\$72.12	\$99.72	\$7.21	\$179.05
P-11	\$84.14	\$116.34	\$8.41	\$208.89
P-12	\$100.97	\$139.61	\$10.10	\$250.68
P-13	\$112.42	\$155.44	\$11.24	\$279.11
P-14	\$144.57	\$199.90	\$14.46	\$358.92
P-15	\$176.36	\$243.85	\$17.64	\$437.85
P-16	\$224.00	\$309.72	\$22.40	\$556.12
T-04	\$23.32	\$32.24	\$2.33	\$57.90
T-05	\$26.69	\$36.90	\$2.67	\$66.26
T-06	\$33.38	\$46.15	\$3.34	\$82.87
T-07	\$44.26	\$61.20	\$4.43	\$109.88
T-08	\$54.10	\$74.80	\$5.41	\$134.31
T-09	\$64.47	\$89.14	\$6.45	\$160.06
T-10	\$72.12	\$99.72	\$7.21	\$179.05
T-11	\$84.14	\$116.34	\$8.41	\$208.89
X-11	\$84.14	\$116.34	\$8.41	\$208.89
X-12	\$100.97	\$139.61	\$10.10	\$250.68
X-13	\$112.42	\$155.44	\$11.24	\$279.11
X-14	\$144.57	\$199.90	\$14.46	\$358.92
X-15	\$176.36	\$243.85	\$17.64	\$437.85
X-16	\$224.00	\$309.72	\$22.40	\$556.12

**38th Ave Phase 3**  
**Right of Way Appraisal and Acquisition Services**  
PROFESSIONAL SERVICES - HOURLY BREAKDOWN  
**December 7, 2020**  
**Universal Field Services**

		Rate	\$91.32	\$63.67	\$54.57	\$50.03	
<b>Task</b>		Project Manager	Sr. Right of Way Agent	Right of Way Agent	Sr. Title Specialist	<b>UFS</b>	
		Seth Hemelstrand	Barry Bliss	Brenden Kircher	Debra Rich	TOTALS	
<b>Task 11</b>	<b>ROW Acquisition</b>						
11.2	Right of Way Acquisition						
	Seven (7) Right of Way Acquisitions	90.00	210.00	38.00	28.00		\$25,064.00
	Total Hours	90.00	210.00	38.00	28.00		366.00
	Labor Cost	\$8,218.80	\$13,370.70	\$2,073.66	\$1,400.84		\$25,064.00
	<b>Total Cost This Task</b>						<b>\$25,064.00</b>
<b>PROJECT SUMMARY</b>							
	Reimbursables Subtotal						\$42,240.00
	Appraisal (7) @ \$4,200						\$29,400.00
	Appraisal Review (7) @\$1,250						\$8,750.00
	Mileage (285 mile, 2 per owner)						\$1,150.00
	Miscellaneous (Printing, delivery, etc)						\$140.00
	Preliminary Title Reports (8 @ \$350 ea)						\$2,800.00
	Total Fee						<b>\$67,304.00</b>
<b>PROJECT TOTAL</b>							



Development Division  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
www.wsdot.wa.gov

April 3, 2020

Universal Field Services, Inc.  
111 Main Street, Suite 105  
Edmonds, WA 98020

Subject: Acceptance FYE 2019 ICR – Cognizant Review

Dear Mitch Legel:

We have accepted your firms FYE 2019 Indirect Cost Rate (ICR) of 51.91% of direct labor based on the “Cognizant Review” from the Oklahoma Department of Transportation. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

Jonson, Erik  
Apr 6 2020 8:08 AM



ERIK K. JONSON  
Contract Services Manager

EKJ:ah

**EXHIBIT A****Part 3 of 3****CORPORATIONS****FOR UNIT PRICE ESTIMATES****BREAKDOWN OF BILLING RATES AND  
DIRECT NON-LABOR COSTS****UNIVERSAL FIELD SERVICES****Universal Field Services  
2020****BILLING RATES**

Personnel/Classification	Pay Rate		Overhead 51.91%		Fee 30.000%		Billing Rate	
Corporate Oversight	\$ -	\$ 68.00	\$ -	\$ 35.30	\$ -	\$ 20.40	\$ -	\$ 123.70
Project Manager	\$ -	\$ 50.20	\$ -	\$ 26.06	\$ -	\$ 15.06	\$ -	\$ 91.32
Sr. Relocation Agent	\$ -	\$ 40.00	\$ -	\$ 20.62	\$ -	\$ 12.00	\$ -	\$ 78.90
Sr. Acquisition Agent	\$ -	\$ 35.00	\$ -	\$ 18.17	\$ -	\$ 10.50	\$ -	\$ 63.67
Acquisition Agent	\$ -	\$ 30.00	\$ -	\$ 15.57	\$ -	\$ 9.00	\$ -	\$ 54.57
Sr. Title Specialist	\$ -	\$ 27.50	\$ -	\$ 14.28	\$ -	\$ 8.25	\$ -	\$ 50.03

\* Actual Billing Rates will be based upon the actual rate of pay paid to the specific employee performing the work

**DIRECT NON-LABOR COSTS**

Travel at current IRS rate







Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

September 23, 2020

Monica Leal, President  
Global Transportation Engineering Corporation  
227 SW Pine St, STE 220  
Portland, OR 97204-2700

Re: Global Transportation Engineering Corporation  
Safe Harbor Indirect Cost Rate Extension

Dear Ms. Leal:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for Global Transportation Engineering Corporation in March 2016. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. Global Transportation Engineering Corporation opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Global Transportation Engineering Corporation.

Global Transportation Engineering Corporation agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered into prior to June 30, 2021. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7003.

Sincerely,

Schatzie Harvey, CPA  
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit  
Larry Schofield, MS 47323  
File

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Global Transportaton Engineering 227 SW Pine St, Suite 220 Portland, OR 97204				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		<b>110.00%</b>	<b>30.00%</b>	
<b>Prinicipal/Project Manager 3</b>	\$ <b>48.52</b>	\$53.37	\$14.56	\$116.45
<b>Sr. Project Engineer 2</b>	\$ <b>48.52</b>	\$53.37	\$14.56	\$116.45
<b>Engineering Associate 2</b>	\$ <b>30.58</b>	\$33.64	\$9.17	\$73.39
<b>Tech XIV</b>	\$ <b>33.80</b>	\$37.18	\$10.14	\$81.12

**Title VI Assurances**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

# **Certification Document**

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- Exhibit G-1(a)** Certification of Consultant
- Exhibit G-1(b)** Certification of City of Camas
- Exhibit G-2** Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3** Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4** Certificate of Current Cost or Pricing Data



### Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
PBS Engineering and Environmental Inc.

whose address is

415 W 6th, Vancouver, WA 98660

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Camas

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

### PBS Engineering and Environmental Inc.

Consultant (Firm Name)

 Digitally signed by  
Gregory Jellison  
Date: 2020.12.11  
15:49:24-08'00'

December 11, 2020

Signature (Authorized Official of Consultant)

Date

**Exhibit G-1(b) Certification of** City of Camas

Item 6.

I hereby certify that I am the:

Other

of the City of Camas, and \_\_\_\_\_

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the City of Camas

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions Item 6.

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

## PBS Engineering and Environmental Inc.

Consultant (Firm Name)

 Digitally signed by  
Gregory Jellison  
Date: 2020.12.11  
15:48:17-08'00'

Signature (Authorized Official of Consultant)

December 11, 2020

Date

# Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

Item 6.

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any 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 Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

## PBS Engineering and Environmental Inc.

Consultant (Firm Name)

 Digitally signed by  
Gregory Jellison  
Date: 2020.12.11  
15:47:58-08'00'

Signature (Authorized Official of Consultant)

December 11, 2020

Date

### Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 38th Avenue Street Improvements, Phase 3 \* are accurate, complete, and current as of 11/11/2020 \*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: PBS Engineering and Environmental Inc.



Digitally signed by Gregory Jellison  
Date: 2020.12.11 15:47:17-08'00'

Principal Civil Engineer

Signature

Title

Date of Execution December 11, 2020 \*\*\*.

\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)  
\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.  
\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

## ***Alleged Consultant Design Error Procedures***

---

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency’s Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency’s project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer’s concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant’s alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant’s agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## Step 5 Forward Documents to Local Programs

Item 6.

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

## Consultant Claim Procedures

---

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



## **Write-Off EMS Consent (Verbiage Only)**

\$138,737.37 for November 2020 Emergency Medical Services (EMS) Write-off Billings; which is \$123,464.53 for Monthly Uncollectable Balance of Medicare and Medicaid Accounts and \$15,272.84 for Ground Emergency Medical Transportation (GEMT) funding (Submitted by Cathy Huber Nickerson, Finance Director)

*Verbiage Only templates do NOT get attached to meeting materials or published.*

Mayor Intro  
CPEA Contract item

- At the direction of Council, the City negotiated in good faith with the Camas Public Employees' Association which represents the clerical/technical/professional employees across the City.
- The one year rollover contract has been agreed to by the Association.
- Thank you to their leadership team for working with the City to come to an agreement. – this includes Joe Vrtiska (VUR TISKA) and Krista Bashaw.



# Staff Report

December 21, 2020 Council Meeting

2021 Camas Public Employees' Association (CPEA) Collective Bargaining Agreement  
Presenter: Jennifer Gorsuch, Administrative Services Director

Phone	Email
360.817.7013	jgorsuch@cityofcamas.us

**BACKGROUND:** CPEA represents the City's clerical/technical/professional employees across most departments. The current contract expires at the end of 2020, and we have negotiated a one year successor agreement.

**SUMMARY:** At the direction of Mayor and Council, a one year contract was negotiated with CPOA for 2021. The contract includes a 2% cost of living allowance effective January 1, 2021. The 2020 current contract language references the change in the BLS CPI-W West A Region July-July, with a minimum of 2% and a maximum of 4% increase. The July 2019-July 2020 CPI-W West Region was 2%.

CPEA has ratified the agreement

### EQUITY CONSIDERATIONS:

**What are the desired results and outcomes for this agenda item?** The desired result is approval of a one year contract, which was negotiated at Council direction, utilizing the current language related to cost of living allowance.

**What's the data? What does the data tell us?** The Bureau of Labor Statistics CPI-W West A Region July 2019-July 2020 change was 2%. The contract stipulates a 2% minimum cost of living allowance.

**How have communities been engaged? Are there opportunities to expand engagement?** N/A

**Who will benefit from, or be burdened by this agenda item?** The City will benefit, internally and externally, by keeping pace with cost of living increases, which will attract and retain quality employees.

**What are the strategies to mitigate any unintended consequences?** N/A

**Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.** N/A

**Will this agenda item improve ADA accessibilities for people with disabilities?** N/A

**What potential hurdles exists in implementing this proposal (include both operational and political)?** N/A

**How will you ensure accountabilities, communicate, and evaluate results?** N/A

**How does this item support a comprehensive plan goal, policy or other adopted resolution?** N/A

**BUDGET IMPACT:** The 2% cost of living adjustment to the CPEA base salaries requires a budget allocation of approximately \$60k. This has been included in the 2021-2022 budget.

**RECOMMENDATION:** Staff recommends that Council authorize the Mayor to sign the 2021 CPEA Collective Bargaining Agreement.

**AGREEMENT BETWEEN**

**CITY OF CAMAS**

**and**

**CAMAS PUBLIC EMPLOYEES' ASSOCIATION**

**January 1, 2021– December 31, 2021**

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THIS AGREEMENT is made and entered into 27<sup>th</sup> day of August, 2018, by and between the City of Camas, Camas, Washington, hereinafter referred to as the “Employer,” and Camas Public Employees Association, hereinafter referred to as the “Association.”

PREAMBLE

WHEREAS, it is the purpose of this agreement to achieve and maintain a high level of performance in the operation of the Camas City government, together with promoting efficiency, productive initiative, and harmonious relations between the Employer and the Association, and to provide for the rights, well-being, and security of the parties involved, and

NOW, THEREFORE, BE IT MUTUALLY AGREED TO AS FOLLOWS:

ARTICLE 1 – RECOGNITION

WHEREAS, the parties have agreed to certain terms and conditions of wages, hours, and conditions of employment for employees of the Employer as listed herein and wish to reduce the agreement to writing.

The Employer agrees to recognize the Association as the sole collective bargaining agent for the full-time and part-time office-clerical and other employees of the City of Camas, employed in the departments of Administration, Public Works, Community Development, Information Technology, Finance, Police, Parks and Recreation and Fire in the following classifications:

- |                                  |                                      |
|----------------------------------|--------------------------------------|
| Accountant                       | IT Support Specialist                |
| Accounting Assistant             | Offender Crew Leader                 |
| Administrative Support Assistant | Operations Support Specialist        |
| Assistant Planner                | Permit Technician                    |
| Building Inspector I             | Planner                              |
| Building Inspector II            | Plans Examiner                       |
| Code Enforcement Officer         | Lead Court Clerk                     |
| Court Clerk                      | Lead Police Records Clerk/Dispatcher |
| Court Security Officer           | Police Records Clerk/Dispatcher I    |
| Engineer I                       | Police Records Clerk/Dispatcher II   |
| Engineer II                      | Recreation Facilities Coordinator    |
| Engineer III                     | Recreation Coordinator               |
| Engineering Project Manager      | Sr. Administrative Support Asst.     |
| Engineering Technician           | Sr. Building Inspector               |
| Financial Analyst                | Sr. Engineering Technician           |
| Financial Assistant              | Sr. Permit Technician                |
| GIS Coordinator                  | Sr. Planner                          |
| IT Network Administrator         | Sr. Plans Examiner                   |
| IT Systems Analyst/Programmer    |                                      |

In the event the City desires to create a new position classification, it will provide notice and an opportunity to discuss clarification of the position’s bargaining unit status with the Association and its attorney.

ARTICLE 2 - ASSOCIATION MEMBERSHIP AND CHECK-OFF OF DUES

- 2.1 The Employer will furnish the Association on a current basis notice of all full-time, and part-time employees as defined in Article I who have been hired, rehired, transferred, laid off or terminated. The Employer will provide written notification to the Association President in a timely manner of all newly hired, rehired, transferred, laid off or terminated employees as defined in Article 1.
- 2.2 Nothing in the above sections will interfere with the employee’s rights under RCW 41.56.122 of the Public Employee’s Collective Bargaining Act.
- 2.3 The Employer agrees to deduct Association dues from the wages of each employee that authorizes such in writing. The Employer agrees to forward such dues to the office of the Association monthly.
- 2.4 The Association agrees to defend, indemnify, save and hold the City harmless from, for and against any and all claims arising from the application of this article.

ARTICLE 3 - WORK SCHEDULE

- 3.1 Eight (8) consecutive hours, excluding the lunch period, shall constitute a day’s work. The normal lunch period shall be one (1) hour. The normal workweek will consist of up to forty (40) hours of work in a seven (7) day work period. For clerical employees, the normal workweek will be consecutive days, Monday through Friday. The Employer can schedule employees to work non-consecutive workdays. Examples of the scheduling are inclusive of working Monday through Thursday, Friday off, and working Saturday. The department head or designee will provide notification of work schedules and changes to those schedules at least two (2) weeks prior to implementation of the different work schedule except in the event of an emergency. If an emergency exists then no notice of change is required.
- 3.2 Each employee shall receive a maximum of two (2) fifteen (15) minute relief periods including transit time in each day’s work schedule except in cases of emergency. The first relief period will normally occur prior to lunch, and the second relief will occur after lunch during the tour of duty. Relief periods may not be at the beginning or at the end of the workday or adjacent to the lunch period. To the extent an employee working off-site does not have access to restroom facilities, the fifteen (15) minute relief period shall not include transit time to the nearest restroom facility.
- 3.3 Employee Development and Training  
Voluntary Training – Voluntary training or education which directly relates to an employee’s current position or department function and which leads to a degree,

registration or certification, shall be reimbursable in accordance with the City of Camas Tuition Reimbursement Program if approved by City Administrator.

Mandatory Training - City-sponsored training that is required of the employee shall be paid for by the City. Attendance and travel time in excess of the standard workday will be compensated in conformance with the FLSA. Travel and costs for meals and lodging shall be reimbursed in conformance with the City's travel and meal policies.

An employee attending a training session or school in or out of the City shall be assumed to be working a normal workday.

- 3.4 Each member of the bargaining unit may be allowed to exchange shifts with other members when the change is not detrimental to the best interests of the Employer as determined by, and subject to, the approval of the department head or designee.
- 3.5 Consistent with the provisions of Article 30, and by mutual consent, the work week for classifications in the bargaining unit may be adjusted to four (4) consecutive ten (10) hour days, exclusive of the meal period. Under this work schedule, overtime shall be paid for work in excess of a ten (10) hour workday or forty (40) hours in a workweek. Additionally, employees or the city may propose alternative work schedules within the limits of a maximum forty (40) hour per week schedule and such schedules may be established by mutual agreement of the Association and the City. No alternative schedule is permitted which would result in the payment of overtime for hours worked during the regular shift.

#### ARTICLE 4 - OVERTIME

- 4.1 All work performed in excess of eight (8) hours per day (except as noted in 4.5) /or forty (40) hours per week shall be paid for at the rate of one and one-half (1.5) times the regular rate of pay.
- 4.2 Call-backs shall be compensated at a minimum of two (2) hours at the overtime rate of pay. A call-back is defined as having to return to your work site outside of the employee's regular work shift.
- 4.3 Receiving Work Telephone Calls at Home: An employee who is called during non- working hours for work related business and who is not required to report to a work site, shall receive pay in fifteen (15) minute increments. This provision does not apply to telephone calls regarding work scheduling or work site directions.
- 4.4 Off Duty Telephone/Computer Work at Home: An employee directed by their supervisor to perform work from an offsite location outside of their regular scheduled hours will receive pay in fifteen (15) minute increments at the applicable rate of pay.
- 4.5 Any employee may elect to accrue compensating time off at the rate of time and one-half (1.5) in lieu of overtime payments up to a maximum accumulation of (120) one hundred twenty hours. The use of said compensatory time off is subject to the prior approval of

the department head or designee. Any compensatory time not used by the end of the year shall be carried over or cashed out at the election of the employee.

#### ARTICLE 5 - HOLIDAYS

- 5.1 The following days shall be paid holidays at the straight time rate for employees covered by this agreement:
- New Year's Day
  - Presidents Day
  - Martin Luther King Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veterans Day
  - Thanksgiving Day
  - Day after Thanksgiving\*
  - Christmas Day
  - Three (3) Floating Holidays (to be used prior to December 31<sup>st</sup> of the current year)
- \*Or another day in lieu thereof may be taken by mutual agreement between the Employer and the employee.
- 5.2 The date of observance of the holidays shall be the date on which the City of Camas, by law, observes those holidays, provided that whenever one of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday, and when such holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.
- 5.3 Any employee who has worked their shift or who is on authorized sick leave the day prior to, or immediately after, a holiday will receive their normal rate of pay.
- 5.4 Holidays paid for but not worked shall be recognized as a shift worked for the purpose of determining weekly overtime.
- 5.5 Any employee who is on medically authorized sick leave when a holiday occurs will receive their normal rate of pay for that holiday and will not have their sick leave accrual charged.
- 5.6 Any employee who is on scheduled and approved vacation when a holiday occurs will receive their normal rate of pay for that holiday and will not have their vacation accrual charged for the holiday.
- 5.7 Any employee who is normally scheduled for a shift of eight (8) or more hours on Christmas Eve day will be allowed to leave two (2) hours prior to the end of their regular quitting time, with pay, unless in the opinion of the Employer, the employee's services are needed and required in the interests of the public health, safety or general welfare, or for reasons of emergency in which case the employee shall not be entitled the time

off. If an employee is required to work they will be allowed to take two (2) hours off at another mutually agreeable time.

- 5.8 A full-time employee who is required to work on any of the holidays listed in Article 5.1 shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay for all hours worked. In addition, the employee shall receive eight (8) hours of holiday pay. By mutual agreement, an employee may choose to take another day off in lieu of holiday pay.

Part-time employees required to work on the holidays listed in Article 5.1 shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay for all hours worked. In addition, the employee shall receive pro-rated hours of holiday pay based on FTE status. By mutual agreement, an employee may choose to take another day off in lieu of holiday pay.

Employees in the Offender Crew Leader, Parking Enforcement Officer and Court Security Officer positions shall have pro-rated holiday hours placed into a Holiday Leave bank effective January of each year to be used as appropriate through that calendar year. The balance shall be pro-rated based on the amount of holiday hours allotted to full-time employees as listed in Article 5.1. Any holiday hours not used by the end of the year will be cashed out with the December paycheck.

An employee not scheduled to work on a City holiday, by mutual agreement, shall take another day off in lieu of holiday pay, equal to the employee’s prorated hours of holiday pay based on FTE status.

- 5.9 Newly hired employees shall be entitled to a pro-rata share of the three “floater” holidays, based on the part of the year that the employee is employed. Part time employees shall be entitled to a pro rata share of the three (3) floater holidays.

ARTICLE 6 - VACATIONS

- 6.1 Paid annual vacation accrual shall begin at the date of hire. Vacation accrual may be taken as earned according to the following schedule:

<u>Length of Service</u>	<u>Hours Per Year</u>	<u>Hours Per Month</u>
0 - 4 years	96	8
5 – 9 years	120	10
10 – 14 years	156	13
15 – 19 years	180	15
20 years and more	216	18

Maximum vacation accrual carryover: 400 hours.

- 6.2 All part-time employees shall accrue vacation at the same rate as full-time employees but

in proportion to the number of hours worked.

- 6.3 Employees shall choose vacation by seniority and may schedule their vacation any time upon approval of their supervisor or department head. Seniority does not override vacation that has already been approved.
- 6.4 An employee not taking their vacation shall not be entitled to extra compensation for having worked during the period for which they were entitled to vacation unless required by a department head or designee and approved by the Employer to do so.
- 6.5 Employees shall receive all accrued vacation at the time of termination including that earned during the year of termination.
- 6.6 Holidays occurring during an employee's vacation shall not be charged against earned and accrued vacation. Employees shall be permitted to utilize both vacation leave and sick leave on the same day.
- 6.7 Employees are eligible to use only vacation leave which is in their leave bank. An employee may not use leave that is being accrued in the current pay period.

#### ARTICLE 7 - SICK LEAVE

- 7.1 Employees shall accrue sick leave at the rate of eight (8) hours per month with a maximum accrual of one thousand forty (1040) hours allowed for carryover each calendar year. Part time employees working ten (10) or more hours per week shall accrue sick leave at the same rate but in proportion to the number of hours worked.
- 7.2 Employees noted in Section 7.1 above are entitled to use sick leave for only a bona fide illness or injury, quarantine due to exposure to contagious diseases, any physical treatment or examination including medical, dental or ocular. Employees may also use sick leave for illness or injury to the employee's spouse, domestic partner, minor child, grandparent, grandchild, sibling, or any person living in the immediate household, requiring the employee's attendance and/or care.

Sick leave may also be used for parents, including "step" and "in-law" relationships as well as foster, legal guardian, in loco parentis, and de facto situations. Sick leave for the care of other individuals with "family like" relationships may be considered by the Employer on a case-by-case basis.

Bargaining unit members are entitled to the protection of the Washington Family Care Act and all other applicable laws.

- 7.3 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 7.4 Time off for medical purposes shall be charged against sick leave for actual time used



only.

- 7.5 Employees are eligible to use only sick leave which is in their leave bank. An employee may not use leave that is being accrued in the current pay period.
- 7.6 Sickness or disability shall be reported to the department head or immediate supervisor prior to time for commencement of the employee's workday, or as soon thereafter as practicable. The employee may be required to provide a note of verification as permitted by law.
- 7.7 Any employee who has reached their maximum accrual of one thousand forty (1040) sick leave hours during the previous 12 consecutive calendar months, shall be eligible to cash out at straight time, 33% of all hours that would have been accrued over the maximum allowed. The benefit paid under this article shall be pro-rated for part time employees. This benefit will be paid out in December of each year.
- 7.8 If an employee retires from the City, meeting PERS plan requirements, or in the event of death of the current employee, that employee or the employee's beneficiary is eligible to cash out 25% of their sick leave balance at their current straight time rate.
- 7.9 The city shall administer state and federal laws related to family leave in accordance with those laws and consistent with city personnel policies. This includes FMLA, Washington Paid Family Medical Leave and the Washington Family Care Rules.
- 7.10 Federal Family and Medical Leave: Employees who work for the city at least twelve (12) months and have worked 1250 hours over the previous twelve (12) months are eligible for up to twelve (12) weeks total of paid or unpaid leave per 12 months period for birth, adoption, foster care of a child or a serious health condition of the employee or immediate family member requiring in-patient care or continuing treatment by a health care provider.

An "immediate family member" is an employee's son, daughter, spouse/domestic partner, or parent. A son or daughter is a minor child either under the age of eighteen (18) or eighteen (18) years of age or older but incapable of self-care because of a mental or physical disability. A "serious health condition" is an injury, illness, impairment, physical or mental condition that involves in-patient care or continuing treatment by a health care provider. The city may require certification from a health care provider for leave based on a serious health condition. The disability portion of pregnancy leave is considered a serious health condition for purposes of the Federal Family and Medical Leave Act. The leave would normally end six (6) weeks after a normal birth or eight (8) weeks after a cesarean section.

Employees must provide the city with at least thirty (30) days' notice if possible, before taking such leave or notify the city as soon as practicable. Before going on unpaid leave status for the birth, adoption, or foster care of a child, an employee is required to use all accrued unused compensatory or floating holidays and all accrued unused vacation leave.

Before going on unpaid leave status for the serious health condition of the employee, spouse/domestic partner, parents or the employee's minor child requiring in-patient or continuing treatment, an employee is required to use all accrued unused sick leave, floating holidays, compensatory time and vacation leave.

As required by law, the city shall maintain the employee's health benefits during the FMLA leave to a maximum of 12 weeks. In the event an employee does not return to city employment after taking leave under this section, the city may recover the cost of any health insurance premiums paid by the city during the unpaid portion of the leave. Upon return from such leave, the employee will be reinstated to the employee's former or equivalent position.

An eligible employee may also take up to 26 weeks of leave during a single 12-month period to care for an injured service member who is the employee's spouse/domestic partner, parent, child or next of kin. A covered service member is a current member of the Armed Forces, including National Guard or Reserves members, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is on the temporary disability retired list. For purposes of this kind of leave, the 12-month period begins with the first day the employee takes leave. The combined total of leave for all purposes described in this policy may not exceed 26 weeks in the applicable leave year.

#### 7.11 Washington State Paid Family Medical Leave

Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement.

Premiums for benefits for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise limited by action of the State).

Employees will pay through monthly payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. This equates to 63% of the 0.4% premium collection being deducted from the employee's paid wages. Employer will pay the remaining premium amount.

### ARTICLE 8 - BEREAVEMENT LEAVE

- 8.1 A maximum of three (3) paid working days (consecutive or non-consecutive) for bereavement leave shall be allowed when there is a death in the employee's immediate family or any other member of the immediate household. An additional two (2) days shall be allowed as needed and will be charged to sick leave, vacation leave, comp time, floating holiday or leave without pay at the discretion of the employee and with the

approval of their supervisor.

- 8.2 Recognizing the need for family support, a maximum of two (2) days bereavement leave shall be allowed to attend the funeral or memorial service of aunts, uncles, nieces or nephew of the first generation.
- 8.3 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.
- 8.4 Administrative Services will administer Article 8 for consistency in unique circumstances as they arise.

Immediate Family: The employee's spouse/domestic partner, their children, parents, siblings, grandparents or grandchildren, and any member of the immediate household. Immediate family includes "step" and "in-law" relationships.

A City of Camas Domestic Partner affidavit must be completed by the employee and on file with Administrative Services in order to be granted bereavement benefits.

#### ARTICLE 9 - JURY DUTY

An employee shall be granted leave with full pay for any regularly scheduled straight-time hours of work missed because the employee was required to be on jury duty. An employee shall endorse any jury fee (excluding mileage and meal allowances) to the City. An employee shall notify the Employer promptly upon receiving notice to report for jury duty. When an employee is excused or dismissed from jury duty, the employee shall promptly report to work.

#### ARTICLE 10- OTHER LEAVE

- 10.1 In the event of a military leave, the Employer abides by the provisions of the State of Washington RCW 38.40.060 which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties up to twenty-one (21) days with pay during each year (October-September) while engaged in the performance of ordered military duty and while going to or from such duty.

During a period of military conflict declared by the President or Congress, an employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves is entitled to up to 15 days of unpaid leave while the employee's spouse or domestic partner is on leave from deployment, or before and up to deployment. (Spousal military leave may also be covered under FMLA leave for a qualifying exigency, although an employee need not meet the more stringent FMLA eligibility requirements in order to take this spousal military leave.) The purpose of this leave is to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is deployed or while the family member is on leave from a deployment. An employee must work an average of 20

hours per week to be eligible for this family military leave. Employees are eligible for this leave per deployment.

An employee who seeks to take family military leave must provide the City with notice of their intent to take leave within five business days of receiving official notice that the employee's spouse/domestic partner will be on leave or of an impending call to active duty. The employee may substitute any available accrued leave for any part of this family military leave.

- 10.2 The Employer may grant an employee a leave of absence without pay for a period not to exceed ninety (90) days. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the Employer, and a copy filed with the department head or designee. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from the employee's total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall constitute cause for forfeiture of right to reinstatement. The Employer may, in exceptional circumstances, extend leave beyond ninety (90) days. The City cannot guarantee position reinstatement after 90 days.
- 10.3 Association Business Leave: Mutually Agreed City/Association Joint Functions shall be considered City paid time: Such functions shall include negotiations and joint City/Association committees such as Labor Management Committees, duties as an Executive Committee member as defined in Association bylaws, and any other joint City/Association business, subject to mutual agreement of the parties. City employees participating in such activities will be allowed to do so without loss of pay, as long as such activity occurs during regular scheduled working hours. One (1) Association representative may also attend disciplinary meetings (along with the affected employee), grievance arbitrations and PERC hearings without loss of pay, as long as such activity occurs during regularly scheduled work hours.
- City Property: Subject to prior approval by the Employer, the Employer may allow the Association to meet on City Property, provided there is no disruption to the work, and subject further to proper advance notice and no scheduling conflict(s).
- 10.4 Domestic Violence/Sexual Assault: The Employer will grant leave in accordance with the City's Domestic Violence/Sexual Assault policy.
- 10.5 Worker's Compensation: Worker's Compensation provides partial wage replacement for injured employees.

First 90 days: Employees would continue to receive benefits following the current practice (Employer keeps on salary and employee turns over time loss checks) while the employee is off on a work related injury/illness.

After 90 days, the employee may elect one of the following options:

- Elect to use sick leave or other available paid leave to supplement the time loss payments so that the employee's total compensation equals, but in no event shall exceed, 100% of the employee's salary; or
- Elect not to use paid leave as a supplement, in which case any time loss payments received by the employee from the Department of Labor and Industries may be kept, and their time in the payroll system will be documented as leave without pay.

LIGHT DUTY: The City will assign light duty to the employee anywhere in the City, as agreed upon by the association and the employer. The Association will not unreasonably withhold consent to a light duty assignment. Administrative Services would be the point person and would review the Doctor's note and restrictions, work with the department and make a formal offer of light duty work to the employee. If the employee turns down the light duty, no time loss checks will be issued by L and I (as is their policy). The employee would need to use leave for their time off until they are released to full duty, or if they accept the light duty assignment at a later date.

#### ARTICLE 11 - SENIORITY

- 11.1 City seniority is the length of continuous employment of an employee with the City of Camas. Where abilities are substantially equal City seniority shall be observed with respect to promotions, transfers and layoff.
- 11.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than twelve (12) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.
- 11.3 Part-time employees will receive seniority on a seniority pro-rata basis equal to the actual hours worked as related to the normal work year of 2080 hours.
- 11.4 Department seniority is defined as the length of employment with the City in any one department, and is the seniority used in selection of vacation, overtime and similar scheduling matters.

#### ARTICLE 12 - EVALUATIONS, PROMOTIONS AND TRANSFERS

- 12.1 The City shall implement a semi-annual or annual performance evaluation of each employee. The importance of this process, and the need for its careful consideration in execution, is emphasized. The purpose of the performance review is to maintain a mutual understanding of the Employee and Employer's role in providing quality and service to the City; and is a basis for promotions, goal setting, pay step progression (ref. 23.2) and other personnel related action. These evaluations and performance review

procedures shall be carried out, and submitted each year, for ultimate review by the City Administrator.

- 12.2 Promotions: Promotion is hereby defined as a move from a lower position to a higher position. Upon promotion, the employee may be placed on any pay step in the higher position that is at least 6% higher than his or her base pay in the lower classification, provided, however, that the salary shall not exceed the top of the pay range as a result of the promotion. Regular employees working out of class or that were placed in a temporary position prior to promotion will receive their pay increase based on their regular position's pay rate at the time of promotion. The employee is not eligible for a step increase at the end of their probationary period. The employee will be eligible for step increases on the new anniversary date that is established upon their promotion.

Anniversary Date Upon Promotion: The employee's anniversary date for wage increases will be the date of appointment to the higher classification. If the employee was previously working out of class or as an interim in that position prior to promotion, the employee's anniversary date shall be the date of appointment to the temporary position.

In the event the employee does not successfully pass the probationary period, such employee shall be reinstated to his or her prior position without any loss of seniority or pay provided the rate shall not exceed the normal rate of the subject employee for the position being reinstated to.

- 12.3 Vacancies: The Employer and the Association recognize the importance of creating and maintaining opportunities for career advancement for current employees as well as the importance of recruiting the best possible candidates for open positions. When a bargaining unit position becomes available that the Employer intends to fill, the Employer will give interviews to qualified internal applicants who have applied to transfer, promote, or demote into the position. The Employer may then also advertise open positions externally. If the Employer elects to leave an open position unfilled, the Employer will notify the Union of that fact.

Posting of Vacant Positions: Vacant positions will first be posted internally for a period of five (5) calendar days. The posting will include, at a minimum, a description of the work to be performed, the requirements of the position, and the rate of pay. Employees interested in applying for a posted position must submit a letter of interest and resume to Administrative Services. All application materials must be submitted within the time limit stated in the job announcement.

Consideration of Applicants: If there are three (3) or more qualified internal applicants for a position, including employees wishing to transfer, promote or demote into the position, the Employer will interview and/or test any internal candidates who meet the minimum qualifications as stated in the posting prior to interviewing external applicants. If there are fewer than three (3) qualified internal candidates for a position, the Employer will conduct interviews of any internal and external applicants at the same time. The Employer shall employ merit principles and shall select candidates for vacancies on the



basis of their relative qualifications. In reviewing qualifications and filling job vacancies, the Employer may take into consideration factors including but not limited to education, experience, aptitude, knowledge, interpersonal skills, and the quality and length of employment with the City. Where the relative qualifications, as described above, of two or more candidates are substantially equal, City seniority shall be the deciding factor. Nothing contained herein prevents the Employer from hiring an external candidate with superior qualifications over a less qualified internal candidate, even when that internal candidate possesses the minimum qualifications.

- 12.4 Lateral Transfer: An employee may apply for and receive a transfer to a position of another classification with the same position, range, and step. Such transfer may be made upon request of the employee at the discretion of the Employer. Any employee so transferred shall receive the same salary as in the employee's former position, however, all requests must be in writing and agreed to by the Employer. In the event that the employee does not successfully pass the probationary period, such employee shall be reinstated to his or her prior position without any loss of seniority or pay provided the rate shall not exceed the normal rate of the subject employee for the position being reinstated to.

#### ARTICLE 13 – LAYOFFS AND RECALLS

- 13.1 Application of the principle of seniority shall apply in the case of layoff and reinstatement provided that the remaining employees shall have the skill and ability to do the work as determined in a fair and equitable manner.
- (a) In layoff, the last employee employed shall be the first laid off provided the senior employee is capable of performing the work with the required skills and ability as determined by the department head or designee.
- (b) The last employee laid off shall be given the first opportunity to be reinstated provided, however, that such employee has the qualifications and abilities for the position for which the employee is to be reinstated. Any notice of re-employment to an employee who has been laid off shall be made by phone or certified mail. The employee shall keep the Employer advised of the employee's current address. Failure of such employee to report for reinstatement within 10 days shall result in loss of seniority.
- 13.2 Two (2) weeks' notice of such layoffs shall be given as soon as possible before the scheduled layoff or two (2) week's pay in lieu of notice. The Union shall be notified concurrent with notice to employees.
- 13.3 Any employee laid off shall be placed on the recall list for a period of twelve (12) months.

#### ARTICLE 14 - HEALTH & WELFARE | DENTAL | VISION | PRESCRIPTION | PENSION | LIFE INSURANCE

- 14.1 The Employer shall offer at least two (2) hospital-medical plans for employees and their

dependents.

- 14.2 The Employer shall provide post-retirement medical insurance from retirement to age 65 for the employee only, provided the employee has been employed by the city for a total of ten (10) years and is retiring from the city under the provision of the applicable PERS retirement plan. Coverage for a spouse/domestic partner may be purchased by the employee in accordance with the requirements of the applicable plan. Employees hired after January 1, 1998 as described above shall not be eligible for employer paid post-retirement medical insurance, but may participate for themselves and spouse/domestic partner at their own expense for the employee and spouse/domestic partner, consistent with plan requirements.
- 14.3 The Employer shall provide a term life insurance policy for all employees working twenty (20) hours a week or more. The amount of the policy shall be equal to the nearest thousand dollars of the employee's normal yearly salary exclusive of overtime but not to exceed a maximum of Fifty Thousand Dollars (\$50,000.00).
- 14.4 The Employer shall maintain a Section 125 Plan for all eligible employees.
- 14.5 Association members will have an option of being covered on AWC Regence Healthfirst 250 Plan or Kaiser\$250/150V/10%.

The employer will pay medical coverage premiums for employees and dependents as follows:

**Employee coverage:** Ninety-five (95%) percent. Employees shall pay, through pre-tax payroll deduction, five (5%) percent of total premium cost.)

**Dependent(s) coverage:** ninety (90%) percent. Employees shall pay, through pre-tax payroll deduction, ten (10%) percent of total premium cost.

- 14.6 For the term of this agreement, the Employer agrees to pay only the premiums for dental (Delta Dental Plan F, Kaiser Dental \$5 copay and Willamette Dental \$15 copay) vision, and life insurance plans offered by the Employer. The Employer will continue prescription drug coverage through the medical plan, consistent with the provisions of the medical plan.
- 14.7 The Association and/or the employee will indemnify and hold the Employer harmless from any and all claims or disputes between an insurance carrier and employees relating to medical claims and/or coverage.
- 14.8 Any and all disputes or disagreements and/or claims involving coverage of employees, between the insurance company and the employee, are not grievable under this contract.
- 14.9 The Employer shall make pension contributions required by statute to the Public Employees Retirement System.

- 14.10 Employees and their family (spouse/domestic partner and dependent children) shall be issued pool passes for the municipal swimming pool.
- 14.11 Employees shall be allowed to participate in the City’s Dual Insurance Incentive Program, a copy of which is attached to this agreement.
- 14.12 In the event the plans the employees are covered under are subject to an additional tax or surcharge required under State or Federal Law (i.e. Cadillac Tax), the parties agree to reopen Article 14 and Article 23 and to meet and negotiate to avoid the payment of said fee.

ARTICLE 15 – JOINT LABOR/MANAGEMENT COMMITTEE

The Employer and the Association agree to maintain a Joint Labor/Management Committee (JLMC).

*JLMC MISSION STATEMENT*

The Joint Labor/Management Committee (JLMC) is recognized as an Association/Management partnership. The common mission is to commit to a relationship that promotes a participative and cooperative endeavor between Camas Public Employees Association and the City of Camas.

The JLMC acknowledges that both the Association members and the City management team bring value, talent and resources necessary to provide excellent public service to the citizens of the City of Camas.

Through a forum of open communication and cooperation, this mission will result in sustaining and enhancing a quality work environment meeting the future challenges of service to the community.

The JLMC will consist of members from labor and management. Meetings will be scheduled as necessary. The responsibility of the JLMC will be to address problems, issues or concerns of the bargaining unit or management, using the interest-based problem solving process to arrive at consensus agreement.

ARTICLE 16 - DISCIPLINARY PROCEDURES

- 16.1 The Employer may only discipline or discharge an employee for just cause.
- 16.2 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on an employee’s prior record of service, length of service, severity of offenses and prior record of discipline.
- 16.3 When the Employer determines the circumstances are such that retention of the employee will likely result in the disruption of Employer services, damage to or loss of

Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may place an employee on administrative leave with or without pay, depending on the circumstances. In such cases the facts supporting the circumstances will be made available to the employee by the Employer not later than three (3) working days after the action became effective.

- 16.4 The provisions of this article shall not apply to newly hired employees serving a six (6) month or longer probationary period subject to the following provisions. The Employer may extend a probationary employee's probationary period for up to an additional three (3) months. Any extensions beyond the three (3) month period will be subject to mutual agreement with the Association. In any event, the probationary period shall not exceed twelve (12) months. Probationary employees shall work subject to the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse.
- 16.5 The employee and the employee's Association representative with the employee's authorization shall have the right to inspect the full contents of the employee's personnel file. No written record of disciplinary action may be placed in the personnel file without the employee having been first notified and given a copy, with a copy to the Association. An employee who disagrees with the validity of any disciplinary action added to their file shall have the opportunity to challenge said action under the issue resolution procedure herein. The employee shall be required to sign any disciplinary action document acknowledging that they have read the contents.
- 16.6 Records of disciplinary action shall be removed from all City or Department maintained files and permanently destroyed in accordance with the following retention schedule and upon request of the employee:
1. Verbal Warning - Written records of a verbal warning or counseling shall be removed and destroyed after twelve (12) months without a reoccurrence of similar conduct which gave rise to the warning or counseling.
  2. Written Reprimand - Written reprimands shall be removed and destroyed after eighteen (18) months without recurrence of the same conduct which gave rise to the reprimand.
  3. Serious discipline - Written records of serious discipline shall be removed and destroyed after sixty (60) months without a reoccurrence of similar conduct which gave rise to the suspension.

It is the employee's responsibility to make requests for removal to the Human Resources office.

- 16.7 In the event an employee may be subject to disciplinary action up to and including discharge, the Employer will notify the employee of the facts supporting such action and provide the employee with an opportunity to confer with a representative prior to the disciplinary action being finalized. The employee will be provided an opportunity to respond to the facts before the disciplinary action is finalized with at least forty-eight (48)

hours advance notice prior to any disciplinary meeting. If the employee requests the presence of an Association representative, they shall be allowed to attend the disciplinary meeting provided scheduling of the meeting is not unreasonably delayed.

16.8 It is the Employer’s sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.

16.9 The parties agree that the City may place video cameras for security purposes. The City will notify the Association and provide an opportunity to bargain prior to placing a video camera in an area that might impact any employee’s reasonable expectation of privacy. The video and audio information collected by the camera shall not be routinely or randomly reviewed to monitor employee performance. Video recording shall only be reviewed in connection with a specific concern or a specific incident. An employee who is the subject of an investigation based on an accident that has been video recorded shall be allowed to privately view the video with an Association representative immediately prior to his/her interview concerning the alleged misconduct.

ARTICLE 17 - GRIEVANCE PROCESS

The objective of this process is to promote open and continuous communication regarding concerns in the workplace and recommendations for improving the quality of work life. This process is established on the premise of trust and mutual respect and is to be used for determining “what’s right” NOT “who’s right”.

To facilitate this process, the levels below should be followed in sequence unless inappropriate for the circumstances. Some issues may necessitate meeting more than once at any particular level or obtaining information from additional sources. Each level will be addressed in an expedient manner.

STEP 1: Employee, Association President and First line Supervisor/Department Head

Procedure: Grievances will be submitted in writing within fifteen (15) working days of the occurrence or Association knowledge thereof. If unresolved, the Supervisor/Department Head and Association Representative will document the circumstances in writing and provide copies to the Department Head and Executive Board Member for Step 2.

STEP 2: Employee, Association and Administrative Services Director

Procedure: If the grievance is not resolved at Step 1, it may be presented to the Administrative Services Director. The grievance shall be submitted within fifteen (15) working days after receipt of the response at Step 1. Such appeal shall be in writing and shall set forth the specific contract provision alleged to have been violated, the reason for dissatisfaction and include the proposed remedy. Within ten (10) working days of receipt of the written grievance, the Administrative Services Director, shall meet with the employee and Association. Within fifteen (15) working days thereafter, a written decision shall be provided by the Administrative Services Director to

the grievant and Association representative.

### STEP 3: Employee, Association and City Administrator

Procedure: If the grievance is not settled at Step 2, it may be presented to the City Administrator. The grievance shall be submitted within fifteen (15) working days after receipt of the response at Step 2. Such appeal shall be in writing and shall set forth the specific contract provision alleged to have been violated, the reason for dissatisfaction and include the proposed remedy. Within ten (10) working days of receipt of the written grievance, the City Administrator shall meet with the employee and Association representative. Within fifteen (15) working days thereafter, a written decision shall be provided to the grievant or Association representative by the City Administrator.

### STEP 4: Arbitration

Procedure: If the grievance cannot be resolved at Step 3 (three), the Association may submit a request for arbitration to the Administrative Services Director or City Administrator within forty-five (45) working days from the date the decision was rendered at Step 3. The parties may mutually agree on the selection of an arbitrator. In the event the parties cannot agree on an arbitrator, Federal Mediation and Conciliation Service (FMCS), the Public Employment Relations Commission (PERC) or some other agreed upon source shall be requested to submit a list of eleven (11) arbitrators from which the arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain. The decision of the arbitrator shall be rendered as expeditiously as possible and shall be final and binding upon both parties.

The parties shall each pay their own costs and attorney's fees and each shall pay one-half of the cost of the service of the arbitrator and of any other joint costs of the arbitration.

## ARTICLE 18 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS

The parties hereto agree that the wages and working conditions specified by the Employer ordinances and resolutions now in force shall be maintained consistent with this agreement for its term.

## ARTICLE 19 - STRIKES AND LOCKOUTS

The City and the Association recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, neither the Association nor the City shall cause, engage in, or sanction any work stoppage, slowdown, or other interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action up to and including suspension or discharge. No individual shall receive any portion of salary or benefits as provided by the City, and in accordance with applicable law, while engaging in activities in violation of this Article. The City shall not constitute any lockout of its employees during the term of this Agreement.

ARTICLE 20 - ASSOCIATION REPRESENTATION

An authorized representative of the Association shall have the right to investigate issues or conditions at reasonable hours upon first securing permission from the Employer to do so and without interfering with the progress of work. The Association shall advise the Employer, in writing, of the names of their authorized representatives and officers.

ARTICLE 21 - BULLETIN BOARD

The Employer shall provide a bulletin board for the Association's use in an area conveniently accessible to bargaining unit employees. The Association may maintain the board for the purpose of notifying employees of matters pertaining to Association business. All notices shall be signed by a representative of the Association who is authorized by the Association to approve Association notices.

ARTICLE 22 - NON-DISCRIMINATION

- 22.1 The Employer agrees that they will not discriminate against any employee because of lawful Association activity.
- 22.2 Neither the Association nor the Employer, in carrying out their obligation under this agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of protected class status under Washington State or Federal law.
- 22.3 All references to employees in this contract designates both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 23 - WAGES, CLASSIFICATIONS AND PAY PLAN

- 23.1 The applicable pay plan is attached hereto and incorporated herein by reference as Exhibit A.
- 23.2 Newly hired employees may be hired above Step 1 and up to Step 4 in recognition of previous work experience as determined by the Employer. Nothing in this article shall require the Employer to hire an experienced employee at above Step 1. An employee may be granted a step increase to the next step subject to satisfactory completion of the six (6) month probation, as determined by the department head or designee. Thereafter, the end of probation establishes a new employee's anniversary date.

Step increases will thereafter occur on an employee's anniversary date subject to a satisfactory performance review by the department head or designee. If performance reviews result in an unsatisfactory performance rating then the employee may be held in the existing step for up to an additional twelve (12) months. Thereafter, the employee will be considered for a further step increase subject to a satisfactory performance review by the department head or designee.



- 23.3 Effective January 1, 2021, all members shall receive a COLA based on 100% of the BLS West Region A CPI-W (July-July) with a minimum of 2% and maximum of 4%.
- 23.4 Step increases are not applicable if an employee reaches the maximum step of their pay plan.
- 23.5 Employees will perform the job duties and responsibilities of their current classification set forth in each respective job description.
- 23.6 An employee who is temporarily assigned the duties and responsibilities of a higher level position shall be paid at a rate one step (3%) above the employee's current rate of pay, or at the entry rate of the higher job class, whichever is greater. Higher level positions are defined as higher paid positions. All of the following conditions must be met for an employee to receive the out of class pay:
- (1) The position is currently vacant; OR, the employee normally filling the position is on authorized leave; OR, the employee normally assigned to the position has been temporarily relieved of the employee's regular duties to complete a special project approved by their supervisor; OR, the workload has been temporarily increased; and
  - (2) The employee is formally assigned to perform, and actually performs duties of the higher job class which are not within the normal duties of the employee's regular job class. Formal assignment should normally include a written directive from the employee's supervisor; and
  - (3) The employee is so assigned and actually works the assignment for a period of eight (8) consecutive working hours or more. If the employee is so assigned and actually works the assignment for a period of eight (8) hours or more, the out-of-class pay shall be retroactive to the first hour of that specific assignment.

The same employee shall not be assigned to the higher level duties for more than six (6) consecutive months unless specifically approved by the city administrator for extenuating circumstances. An extension of an out-of-class assignment beyond twelve (12) months must be approved by the City Council. The Association will be given notice of any such extensions.

The out-of-class rate of pay shall apply for that time actually worked in the higher class. Periods of paid leave during the out-of-class assignment shall be compensated at the employee's regular rate of pay except when the assignment is for more than one month. When assigned for more than one month, the employee shall receive the out-of-class pay for leave taken during the out-of-class assignment.

- 23.7 If a person is hired, terminated, or works only part way through a month, their pay will be based on their hourly rate of pay for the portion of the month worked.

23.8 In recognition of the achievement of the Camas Police Department in obtaining and maintaining State Accreditation, all employees in the bargaining unit who work out of the Police Department, shall receive a 1% accreditation premium each month added to their base pay. As of the signing of this contract, this includes the Court Security Officer, Offender Crew Leader, Lead Police Records Clerk, Police Records Clerk/Dispatcher I, Police Records Clerk/Dispatcher II, and Code Enforcement Officer. Should the Police Department lose their accreditation during the term of this contract, this premium will no longer be received by the above employees.

23.9 Engineer Certification Premiums: Employees who possess a valid Engineer-in-Training Certification (EIT) or Professional Engineer Certification (PE) while working as an Engineering Technician, Senior Engineering Technician, Engineer I or Engineer II shall receive a five percent (5%) premium applied to their base wages.

Employees who possess a valid Professional Engineer Certification (PE) while working as an Engineer III or Engineering Project Manager shall receive a five percent (5%) premium applied to their base wages.

23.10 Temporary or substitute employees working in a position covered by the CPEA bargaining agreement may be hired above Step 1 and up to Step 4 in recognition of previous work experience as determined by the Employer.

Members who separate from the City for any reason, who are rehired within a five (5) year period into their former position, shall be reinstated to the step they were at upon departure. If a member has been separated from the City for more than five (5) years and is rehired into their former position, the employee may be rehired above Step 1 and up to Step 4.

Members who separate from the City for any reason, who are rehired at any time after departure into a different CPEA position, may be hired above Step 1 and up to Step 4.

#### ARTICLE 24 -CLOTHING ALLOWANCE

24.1 The Employer agrees to maintain and provide foul weather gear (rubber boots, rain gear), and the necessary safety equipment for employees required to work in the field.

24.2 An employee representative will participate with the Employer in the selection of a suitable brand of clothing.

24.3 Based on the employee's work environment as defined in the employee's job description and working conditions certain employees will receive field clothing allowances.

Field environment: \$225.00 (Offender Crew Leader, Sr. Building Inspector, Building Inspector I and II, Engineer I, Engineer II (at discretion of the Department Head), Engineering Technician and Sr. Engineering Technician)

Office and field environment: \$140.00 (Plans Examiner, Engineer II & III, IT Network

Administrator, IT Systems Analyst/Programmer and IT Support Specialist).

Employees shall receive their clothing allowance in January. New employees will receive a pro-rated clothing allowance upon successful completion of probation. Part time employees will receive a pro-rated amount.

- 24.4 Employees are to use said clothing allowance for city work purposes only and shall select from the following: Jackets, shirts, coveralls, work shoes and/or work pants.
- 24.5 Employees must pass probation before clothing allowance is applicable.
- 24.6 Association members in the Police Department inclusive of Lead Police Records Clerk, Police Records Clerk/Dispatcher I, Police Records Clerk/Dispatcher II, Code Enforcement Officer and Court Security Officer will be placed under the quarter master system for work related uniform clothing.

#### ARTICLE 25 - SEPARABILITY

In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, or through a final decree of a government, state or local body, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provision of this agreement shall be modified through negotiations to comply with the existing regulations or laws.

#### ARTICLE 26 - MILEAGE ALLOWANCE

All employees required by the department head or designee to use their private cars for official departmental business, shall be compensated at the rate for such use as determined by the Internal Revenue Service.

#### ARTICLE 27 - DEPARTMENT RULES AND REGULATIONS

The Association agrees that its members shall comply in full with departmental rules and regulations, including those relating to conduct and work performance. The Employer agrees that new or revised departmental rules and regulations affecting wages, hours or working conditions shall be bargained with the Association prior to implementation.

#### ARTICLE 28 - JOB DESCRIPTIONS AND RECLASSIFICATIONS

When work operations involving new or substantially changed requirements are established as determined by the Employer, and such requirements are not adequate or properly prescribed in any existing position, the Employer will notify the Association to bargain over any revisions to positions or new position classifications.

An employee who believes that his or her job duties or work functions have changed may also

request a reclassification. Any requests for position reclassification will be processed as quickly as possible by the City. In the event that a reclassification takes longer than 120 days from the date of original submission to the supervisor to process, the employee shall receive retroactive pay to the date it was first submitted. Otherwise, the pay change will take place effective the first of the month the pay adjustment is approved.

#### ARTICLE 29 - CONFLICT OF CONTRACT AND ORDINANCE

It is agreed that the intention of the parties of this agreement is that this agreement and all working agreements shall be consistent with the personnel ordinances, and that where it is found that the provisions of such an agreement are in conflict with the personnel ordinance(s), that the language of the agreement would prevail and become the basis for recommending an amendment of the ordinance(s).

#### ARTICLE 30 - MANAGEMENT RIGHTS

The Association recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. Management's affairs and prerogatives which the parties have agreed do not constitute negotiable matters relating to wages, hours and working conditions are inclusive of, but not limited to, the following:

- 30.1 The right to institute, from time to time, work rules applicable, to bargaining unit employees.
- 30.2 The right to determine work schedules, overtime and the methods and processes by which work is to be performed. Changes to work schedules will be preceded by reasonable notice.
- 30.3 The right to hire, promote, demote, transfer, assign, and/or retain employees in positions within the City.
- 30.4 The right to discipline employees for just cause.
- 30.5 The right to lay off employees for lack of work, lack of funds, reorganization or occurrence of conditions beyond the control of the city.
- 30.6 The right to take whatever actions the Employer deems necessary to carry out services in an emergency. The term "emergency" is inclusive of, but not limited to, life threatening situations, civil disorders, natural disasters, unforeseen occurrences or conditions, complications of circumstances, sudden or unexpected occasion for action.
- 30.7 The right to determine the methods and processes, means and personnel by which operations are to be carried out on an efficient basis. This includes the right to modify operations, personnel and equipment.

ARTICLE 31 - EMPLOYEE RIGHTS

Subject to the provisions of this contract and except as otherwise provided, employees have the right to use the grievance process contained herein to protect their rights as set forth in this Agreement.

ARTICLE 32 - SUBSTANCE ABUSE POLICY AND PROCEDURES

The Substance Abuse Policy and procedures mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

ARTICLE 33 – SHARED LEAVE POLICY

The Shared Leave Policy and procedures is mutually agreed on by the parties and is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

ARTICLE 34 – ASSOCIATION SECURITY

The City agrees to notify the Association in advance of its desire to contract out any bargaining unit work. Both parties agree to follow any obligations of bargaining as required by the law.

ARTICLE 35 – TERMINATION AND RENEWAL

This agreement shall be in full force and effect from January 1, 2021, except as otherwise indicated, until December 31, 2021, except for contract language changes which shall be effective from the effective date of signature forward.

CITY OF CAMAS

CAMAS PUBLIC EMPLOYEES ASSOCIATION

By: \_\_\_\_\_  
Barry McDonnell, Mayor

By: \_\_\_\_\_  
Joe Vrtiska, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jamal Fox, City Administrator

By: \_\_\_\_\_  
Krista Bashaw, Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DEFINITION OF JOB TERMS

- (1) Full-Time Employee - An employee working a full-time schedule of forty (40) hours per week.
- (2) Part-Time Employee - An employee working a part-time schedule of twenty (20) hours, but less than forty (40) hours per week. Part-time employees will receive health and welfare insurance, sick leave, vacations and holiday benefits on a pro-rata basis in accordance with the number of hours worked. The employee's portion of the insurance premium will be carried out by payroll deduction. Floating holidays will be credited on a pro-rated basis for the portion of the year worked.
- (3) Provisional Part-Time Employee - An employee working a part-time schedule of less than twenty (20) hours per week. Such employee is eligible to participate in non-insured benefit programs at a level proportionate to their monthly work schedule.
- (4) Temporary Employees - An employee working a full or part-time schedule not to exceed six (6) months. Temporary employees are not eligible to participate in the benefit programs nor shall they accrue seniority.
- (5) Probationary Employees: The probationary period for newly hired employees shall be six (6) months or longer subject to the following provisions. Lateral transfers shall be subject to a three (3) month probationary period. The Employer may extend a probationary employee's probationary period for up to an additional three (3) months. Any extensions beyond the three (3) month period will be subject to mutual agreement with the Association. In any event, the probationary period shall not exceed twelve (12) months. New employees shall work subject to the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse.
- (6) Nineteen (19) hour positions: Employees who work in a nineteen (19) hour position for longer than twenty-four (24) months shall be given the option of participating in the city's medical, dental and vision coverage at 50% of the rates described in Section 15.4, and under the cost-sharing provisions described in item two (2) under "Definition of Job Terms."



EXHIBIT A - 2021 Salary Scales

2% COLA

Position							
	1	2	3	4	5	6	7
Accountant	6185	6390	6593	6797	7001	7205	7409
Accounting Assistant	4870	5031	5191	5352	5512	5673	5834
Administrative Support Assistant	4220	4359	4498	4637	4776	4915	5054
Assistant Planner	4870	5031	5191	5352	5512	5673	5834
Building Inspector I	5109	5277	5446	5614	5783	5950	6119
Building Inspector II	5621	5807	5992	6177	6363	6548	6733
Code Enforcement Officer	4870	5031	5191	5352	5512	5673	5834
Court Clerk	4023	4155	4288	4421	4554	4686	4818
Court Security Officer	5109	5277	5446	5614	5783	5950	6119
Engineer I	5621	5807	5992	6177	6363	6548	6733
Engineer II	6185	6390	6593	6797	7001	7205	7409
Engineer III	6806	7030	7254	7479	7703	7928	8152
Engineering Project Manager	7488	7736	7982	8229	8476	8723	8970
Engineering Technician	5109	5277	5446	5614	5783	5950	6119
Financial Analyst	5621	5807	5992	6177	6363	6548	6733
Financial Assistant	4643	4796	4949	5102	5255	5408	5561
GIS Coordinator	6185	6390	6593	6797	7001	7205	7409
IT Network Administrator	7139	7374	7610	7845	8081	8316	8551
IT Support Specialist	5109	5277	5446	5614	5783	5950	6119
IT Systems Analyst/Programmer	7488	7736	7982	8229	8476	8723	8970
Lead Court Clerk	4426	4572	4718	4864	5010	5156	5302
Lead Police Records Clerk	4870	5031	5191	5352	5512	5673	5834
Offender Crew Leader	4220	4359	4498	4637	4776	4915	5054
Operations Support Specialist	4870	5031	5191	5352	5512	5673	5834
Parking Enforcement Officer	4023	4155	4288	4421	4554	4686	4818
Permit Technician	4220	4359	4498	4637	4776	4915	5054
Planner	5621	5807	5992	6177	6363	6548	6733
Plans Examiner	5621	5807	5992	6177	6363	6548	6733
Police Records Clerk/Dispatcher I	3656	3776	3897	4018	4138	4258	4379
Police Records Clerk/Dispatcher II	4220	4359	4498	4637	4776	4915	5054
Recreation Coordinator	4870	5031	5191	5352	5512	5673	5834
Recreation Facilities Coordinator	4643	4796	4949	5102	5255	5408	5561
Sr. Administrative Support Asst.	4870	5031	5191	5352	5512	5673	5834
Sr. Building Inspector	6488	6702	6916	7130	7344	7558	7771
Sr. Engineering Technician	5621	5807	5992	6177	6363	6548	6733
Sr. Permit Technician	4870	5031	5191	5352	5512	5673	5834
Sr. Planner	6806	7030	7254	7479	7703	7928	8152
Sr. Plans Examiner	5897	6091	6286	6480	6674	6868	7063

## RESOLUTION NO. 20-019

A RESOLUTION of the Council of the City of Camas, Washington setting forth the framework for the establishment of an Ad Hoc Equity Advisory Committee

WHEREAS, RCW 35A.12.120 provides that the council of the non-charter code city has the authority to determine its own rules and order of business and may establish rules for the conduct of council meetings and the maintenance of order; and

WHEREAS, included within the authority set forth within RCW35A12.120 is the ability to establish and operate city council committees; and

WHEREAS, the City of Camas commits to preserving its heritage, sustaining and enhancing a high quality of life for all its citizens and developing the community to meet the challenges of the future; and

WHEREAS, our citizens deserve increased access, equity, diversity, and inclusion in the programs and services the City offers; and

WHEREAS, individuals, families, companies, and foundations are searching for communities with a commitment to social justice and equity which create a welcoming place to live, work and play; and

WHEREAS, the City is committed to addressing real or perceived inequities in the application of City ordinances or procedures; and

WHEREAS, establishing a process for community conversations on these important topics will assist in furthering the City commitments to increase access, equity, diversity and inclusion; and

Resolution No. 20-019  
Page 2

WHEREAS, the community input to be solicited as part of this process would be facilitated by establishing a Steering Group of interested Council members to work with Administration on the scheduling and format of townhalls, surveys, or other means of citizen communication; and

WHEREAS, the community input which will be received through this process will enable the City to solicit citizen interest in serving on an Ad Hoc Equity Advisory Committee and further establish the scope and desired outcomes for the proposed work plan of such Committee to be formally created by separate Resolution of this Council; and

WHEREAS, the Steering Group will further avoid duplication of efforts through receipt of studies, guidance and assistance from other municipal and other governmental entities for their ultimate findings on the scope of the proposed work plan of such Committee; and

WHEREAS, the process outlined in this Resolution would ultimately lead to the presentation of a Final Report of the Ad Hoc Equity Advisory Committee relating to City legislation, policy or practices which may revised to further the goals of equity, diversity, and inclusion in City programs and services;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY  
OF CAMAS AS FOLLOWS:

I

- A. Council Members Greg Anderson, Ellen Burton, and Bonnie Carter are hereby appointed as members of the Equity Steering Group to assist in the organizing of one or more forms of citizen engagement and develop a series of events through June 2021 designed to promote awareness and raise the community's level of engagement around issues of equity, diversity and inclusion and to encourage a dialogue between Camas residents and its elected officials on these topics.
- Planning for townhalls or other direct means of communication shall be made in conjunction with City Administration, comply with the Open Public Meetings Act if applicable, and fall within the budget parameters as may be set.
- B. The Equity Steering Group shall present their findings to City Council for consideration by no later than December 20, 2021. The findings shall set forth recommendations as to citizen membership and a proposed work plan of a City Ad Hoc Equity Advisory Committee to be established by separate Resolution of this Council, with a Final Report date of such Ad Hoc Committee to be no later than December 19, 2022.
- C. Any Advisory Committee as may be established shall include one Council Member and an Alternate. The Advisory Committee as may be established shall further not hold hearings or take testimony unless authorized and in consultation with the City Administrator to ensure compliance with the Open Public Meetings Act. All records of any Advisory Committee shall be maintained and turned over to the City of Camas periodically as may be directed to ensure compliance with the Public Records laws of the State of Washington.

Resolution No. 20-019  
Page 4

PASSED by the Council and APPROVED by the Mayor this 21st day of December,  
2020.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney

RESOLUTION NO. 20-020

A RESOLUTION amending Resolution 1214 adopting revised procedures for the interview process to fill vacancies in the elected positions of the City of Camas and other clarifying amendments.

WHEREAS, Resolution 1214 was adopted on May 2, 2011 which set forth procedures for the filling of vacancies in the elected positions of the City of Camas; and

WHEREAS, vacancies of non-partisan elected offices are governed by RCW 42.12.070 which provides that the remaining members of the governing body shall appoint a qualified person to fill the vacant position but otherwise does not provide that a particular process must be used in filling such vacancy; and

WHEREAS, the Open Public Meetings Act allows part of the process of filing any vacancy to be handled in executive session but preliminary votes to narrow the field of candidates is prohibited outside of an open public meeting; and

WHEREAS, the purpose of this amendment to Resolution 1214 is to address the potential of a substantial number of applications for a vacant position being received pursuant to Section III of said Resolution; and

WHEREAS, by the terms of Resolution 1214 all applicants who are legally qualified are to be interviewed pursuant to Section IV of the Resolution; and

WHEREAS, in order to facilitate a meaningful interview process to fill vacant positions the Council that a pre-qualification procedure should be adopted to occur in open public session.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

I

Section IV – Interview of Resolution 1214 is hereby amended to provide as follows:

IV  
Interview

In the event the City receives more than seven completed applications for in which the applicant is otherwise legally qualified to hold office pursuant to Section III (C) of Resolution 1214 then Council will meet in executive session to discuss the applicant qualifications. No decision shall be made within executive session. Immediately following the executive session Council shall meet in public session to select which candidates to invite to participate in an interview at the next city council meeting. The decision as to which candidates will be interviewed will be at the sole discretion of the city council. The determination of the applicants

RES. No. 20-020

to proceed to the interview process shall be made by polling each city council member to nominate one applicant only. No applicant shall receive more than one nomination.

The interview process to occur before city council shall proceed as follows:

All candidates shall be interviewed at a special meeting of the city council. Only city council members shall participate in the interview process. Standardized questions shall be prepared in advance and asked of all candidates. Follow up or clarification questions may be asked by individual council members.

II

The final sentence of Section V – Selection of Resolution 1214 is hereby amended to provide as follows:

In the event the City Council fails to appoint a qualified person to fill the vacancy within the ninety (90) days of the occurrence of the vacancy, then the vacancy shall be filled by the Clark County Council.

III

In all other respects Resolution 1214 shall remain in full force and effect.

ADOPTED BY THE COUNCIL AND APPROVED BY THE MAYOR AT A REGULAR MEETING this 21st day of December, 2020.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney



PROCLAMATION OF CIVIL EMERGENCY

CITY OF CAMAS, WASHINGTON

Whereas, Camas Municipal Code Section 2.48.020 provides that in the event an emergency occurs which causes or is tending to cause danger or injury to persons or damage to property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare then the Mayor may proclaim a civil emergency to exist; and

Whereas, in the interest of public safety and welfare, Washington state law under Chapter 38.52 RCW sets forth certain powers exercisable by municipalities in the event of emergencies; and

Whereas, Camas Municipal Code Chapter 8.56 sets forth additional procedures and powers related to Emergency Management; and

Whereas, on February 29, 2020, Governor Jay Inslee declared a state of emergency due to the public health emergency posed by the coronavirus 2019 (hereafter COVID-19); and

Whereas, on March 13, 2020, the Clark County Council announced a state of emergency resolution for Clark County regarding COVID-19. Similar emergency declarations have been issued in Washington, Multnomah, and Clackamas counties in the Portland metropolitan area; and

Whereas, on March 13, 2020, Governor Inslee ordered all K-12 public and private schools in Washington State to close by no later than March 17, 2020 and remained closed through April 24, 2020, further ordering on March 16, 2020 a statewide emergency proclamation to temporarily shut down restaurants, bars and entertainment and recreational facilities and ban all gatherings with over 50 participants, with all gatherings under 50 participants to be prohibited unless previously announced criteria for public health and social distancing are met; and

Whereas, on March 13, 2020, President Donald Trump declared a national emergency in the United States of America related to the COVID-19 outbreak; and

Whereas, as of March 14, 2020, the Washington State Department of Health reported a total of 642 confirmed cases of COVID-19 with 40 resulting deaths. As of March 14, 2020, at least 3 confirmed cases of COVID-19 have been reported in Clark County; and

Whereas, as reported by the Washington State Department of Health:

Public health experts agree that the true number of people who have been infected with COVID-19 in Washington greatly exceeds the number of COVID-19 infections that have been laboratory-confirmed. It is very difficult to know exactly how many people in Washington have been infected to date since most people with COVID-19 experience mild illness and the ability to get tested is still not widely available; and

Whereas, as Mayor of the City of Camas I have determined that it is necessary to proclaim the existence of a civil emergency and to take such actions as may be required to effectively utilize city resources in the protection of the public health, safety and welfare;

NOW, THEREFORE I, Barry McDonnell, Mayor of the City of Camas, Proclaim as follows:

1. I declare there is a civil emergency caused by COVID-19 in the City of Camas.
2. The civil emergency requires the implementation of those powers delineated in Chapter 2.48 and 8.56 of the Camas Municipal Code and Chapter 38.52 RCW.
3. To the extent of such powers as granted by law, the City may enter into contracts and incur obligations, and take any other appropriate action necessary to address and respond to the emergency to protect the health and safety of persons and properties and to provide emergency assistance to persons affected by this emergency.
4. These powers will be exercised in light of the exigencies of the situation without regard to the formalities prescribed by State statutes and rules, or by City ordinance (except for mandatory constitutional requirements). These include but are not limited to budget law limitations, requirements for competitive bidding, publication of notices related to the performance of public work, entering into contracts, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and equipment, and the appropriation and expenditure of funds.
5. I delegate to the Department heads and their designees the authority to solicit quotes and estimates for contracts necessary to combat the emergency. Department heads may enter into contracts in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). Contracts over this amount will be signed by the Mayor.
6. Department heads are further authorized to reassign staff from their ordinary duties to work deemed necessary to address the emergency outside their normal job duties and to require work beyond normal working hours in the performance of duties deemed necessary to respond to the emergency.
7. Pursuant to Camas Municipal Code sections 2.48.020 and 8.56.080 a copy of this Proclamation shall be filed with the City Clerk, a copy delivered to the Director of Emergency Management, State Emergency Management, and the Governor and the news media within the City shall be advised, with copies of this Proclamation posted at public places as may heretofore be designated.
8. This Proclamation will take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code Section 2.48.040.

DATED AND SIGNED THIS 18<sup>th</sup> DAY OF MARCH, 2020.

City of Camas



Mayor Barry McDonnell



SUPPLEMENT TO PROCLAMATION OF CIVIL EMERGENCY  
ISSUED MARCH 18, 2020  
CITY OF CAMAS, WASHINGTON

The recitals as set forth in the Proclamation of Civil Emergency, City of Camas, Washington issued March 18, 2020 are hereby adopted by reference.

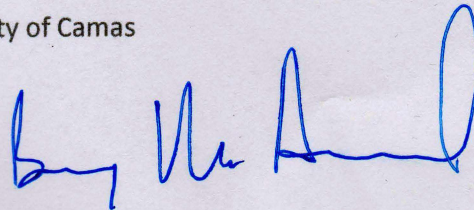
For and as supplement to said Proclamation, as Mayor of the City of Camas, do Proclaim as follows:

1. The City hereby implements a moratorium on the hiring of new employees with exceptions to be granted on a case-by-case basis by the Mayor.
2. City employee accrual of overtime shall be limited to emergency and unavoidable circumstances.
3. The City hereby implements a moratorium on the hiring of any seasonal staff with exceptions to be granted by the Mayor.
4. No employee or elected official business travel, conference attendance, or training shall be occur except as required by law, with limited exceptions as may be otherwise approved in advance.
5. All City departments shall maintain their ongoing strict adherence to established budgets.
6. City capital projects deemed non-essential will be placed on hold.

This Supplement to Proclamation of Civil Emergency shall take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code 2.48.040.

DATED AND SIGNED THIS 15<sup>TH</sup> DAY OF APRIL, 2020

City of Camas



Mayor Barry McDonnell

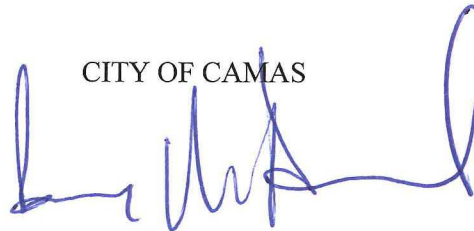


FIRST AMENDMENT TO PROCLAMATION OF CIVIL EMERGENCY

Pursuant to Camas Municipal Code Section 2.48.040, the Supplement to Proclamation of Civil Emergency issued April 15, 2020 is amended to strike section 6 thereof.

DATED AND SIGNED THIS 16<sup>TH</sup> DAY OF JUNE, 2020.

CITY OF CAMAS



Mayor Barry McDonnell