



## City Council Regular Meeting Agenda Monday, May 20, 2024, 7:00 PM Council Chambers, 616 NE 4th AVE

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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)*

### **To observe the meeting** (no public comment ability)

- go to [www.cityofcamas.us/meetings](http://www.cityofcamas.us/meetings) and click "Watch Livestream" (left on page)

### **To participate in the meeting** (able to public comment)

- go to <https://us06web.zoom.us/j/87048645195>

(public comments may be submitted to [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us))

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## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

## **PUBLIC COMMENTS**

This is the public's opportunity to comment about any item on the agenda, including items up for final Council action.

## **CONSENT AGENDA**

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

1. [May 6, 2024 Camas City Council Regular and Workshop Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [\\$1,198,064.00 Consor North America, Inc. Lower Prune Hill Booster Station Improvements, Phase 2 Professional Services Agreement Amendment No. 3 \(Submitted by James Carothers, Engineering Manager\)](#)
4. [\\$1,141,110.78 Tapani Inc. SE 6th Ave Waterline Replacement Bid Award with up to 10% Change Order Authorization \(Submitted by James Carothers, Engineering Manager\)](#)
5. [PointNorth Contract Approval \(Submitted by Doug Quinn, City Administrator\)](#)
6. [\\$4,803,352.50 Advanced Excavating Specialists LLC, Crown Park Improvement Bid Award with up to 10% Change Order Authorization \(Trang Lam, Parks & Recreation Director\)](#)

7. [\\$196,408.00 MacKay Sposito 2024 City Facilities Stormwater Improvements Professional Services Agreement](#)  
[\(Submitted by Justin Monsrud, Engineer III\)](#)

## **NON-AGENDA ITEMS**

8. Staff
9. Council

## **MAYOR**

10. Mayor Announcements
11. [Asian American, Native Hawaiian, and Pacific Islander Heritage Month Proclamation](#)
12. [Public Works Week Proclamation](#)

## **MEETING ITEMS**

13. [Ordinance No. 24-008 Amending Section 12.34.050 of the Camas Municipal Code](#)  
[Presenter: Shawn MacPherson, City Attorney](#)  
[Time Estimate: 10 minutes](#)

## **PUBLIC COMMENTS**

## **EXECUTIVE SESSION**

14. Executive Session - Topic: Potential Litigation (RCW 42.30.110)  
Time Estimate: 20 Minutes

## **CLOSE OF MEETING**



**City Council Workshop Minutes – Draft**  
**Monday, May 6, 2024, 4:30 PM**  
**Council Chambers, 616 NE 4th AVE**

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

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**CALL TO ORDER**

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

**ROLL CALL**

Present: Council Members Marilyn Boerke, Bonnie Carter, Leslie Lewallen, John Nohr, Jennifer Senescu, and John Svilarich

Remote: Council Member Tim Hein

Staff: Sydney Baker, James Carothers, Carrie Davis, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Trang Lam, Robert Maul, Justin Monsrud, Alan Peters, Doug Quinn, Bryan Rachal, Brian Smith, Heidi Steffensen, Matthew Thorup, Connie Urquhart, and Steve Wall

Press: Kelly Moyer (Camas-Washougal Post Record, joined at 4:31 p.m.)

**PUBLIC COMMENTS**

Randal Friedman, Camas, commented about downtown Camas.

**WORKSHOP TOPICS**

1. City of Camas 2023 Financial Performance Presentation  
Presenter: Cathy Huber Nickerson, Finance Director

This item was for Council's information only.

2. City of Camas First Quarter of 2024 Financial Performance Presentation  
Presenter: Cathy Huber Nickerson, Finance Director

This item was for Council's information only.

3. Lower Prune Hill Reservoir Professional Services Agreement Amendment 3  
Presenter: James Carothers, Engineering Manager & Jim Hodges, Engineering Project Manager

This item will be placed on the May 20, 2024 Regular Meeting Consent Agenda for Council's consideration.

4. 2024 Facilities Stormwater Improvements Professional Services Agreement  
Presenter: Justin Monsrud, Public Works Engineer III

This item will be placed on the May 20, 2024 Regular Meeting Consent Agenda for Council's consideration.

5. Access Control Security Statement of Work  
Presenter: Michelle Jackson, Information Technology Director

This item was placed on the May 6, 2024 Regular Meeting Consent Agenda for Council's consideration.

6. Parks & Open Space Management Plan – Project Update  
Presenter: Trang Lam, Parks & Recreation Director & Matt Piccone, GreenWorks

This item was for Council's information only.

7. PointNorth Strategic Plan Contract and Scope of Work Review  
Presenter: Doug Quinn, City Administrator

This item will be placed on the May 20, 2024 Regular Meeting Consent Agenda for Council's consideration.

8. Homelessness Strategies Subcommittee  
Presenter: Council Members Boerke, Carter, and Lewallen

An Ordinance for this item will be placed on an upcoming City Council Regular Meeting for Council's consideration.

9. Staff Miscellaneous Updates  
Presenter: Doug Quinn, City Administrator

There were no staff updates.

## **COUNCIL COMMENTS AND REPORTS**

Due to time constraints, this item was moved to the May 6, 2024 City Council Regular Meeting.

## **PUBLIC COMMENTS**

No one from the public wished to speak.

## **CLOSE OF MEETING**

The meeting closed at 6:27 p.m.



**City Council Regular Meeting Minutes - Draft**  
**Monday, May 6, 2024, 7:00 PM**  
**Council Chambers, 616 NE 4th AVE**

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

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**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Present: Council Members Marilyn Boerke, Bonnie Carter, Leslie Lewallen, John Nohr, Jennifer Senescu, and John Svilarich

Remote: Council Member Tim Hein

Staff: Sydney Baker, Rob Charles, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Shawn MacPherson, Doug Quinn, Bryan Rachal, Heidi Steffensen, Matthew Thorup, Connie Urquhart, and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post Record (joined at 7:25 p.m.)

**PUBLIC COMMENTS**

Marie Tabata-Callerame, Vancouver, commented about Lacamas Lake.

**CONSENT AGENDA**

1. April 15, 2024 Camas City Council Regular and Workshop Meeting Minutes
2. \$1,675,757.44 Automated Clearing House 700651 – 700695 and Claim Checks Numbered 157570 – 157733
3. \$65,128.52 PBS Engineering and Environmental Inc. Citywide Horizontal Curve Safety Improvements Professional Services Agreement Supplement 1 (Submitted by James Carothers, Engineering Manager)
4. \$206,027.66 Access Control Security Project (Submitted by Michelle Jackson, Information Technology Director)
5. Professional Services Agreement with OCD Automation for Wastewater Treatment Plant Programming and Hardware Updates (Submitted by Rob Charles, Utilities Manager)

6. \$63,967.26 SDB Contracting Services Library Repairs Bid Award with up to 10% Change Order Authorization  
(Submitted by Will Noonan, Public Works Operations Manager)
7. Memorandum of Understanding for Green Mountain Urban Village Real Property Donation  
(Submitted by Shawn MacPherson, City Attorney)

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

## **NON-AGENDA ITEMS**

### 8. Staff

There were no staff updates.

### 9. Council

Hein commented about the Ward Two Town Hall occurring May 18, 2024 at 11:00 a.m. at the Zellerbach Administration Center. Hein commented about citizen concerns regarding fireworks, and the NW Lake Road and NW Sierra Street intersection project. Hein attended the Veterans of Foreign Wars (VFW) Post 4278 breakfast.

Carter attended the Camas-Washougal Port meeting, the Library Board of Trustees meeting, and the Regional Fire Authority (RFA) meeting. Carter commented about the upcoming Ward Two Town Hall.

Lewallen announced the Camas-Washougal Chamber of Commerce will honor Molly Coston as Citizen of the Year and Lori Reed as Businessperson of the Year during the awards banquet which will take place June 4, 2024 at the Orchard Hills Golf Course. Lewallen commented about citizen concerns regarding fireworks, NW Lake Road and NW Sierra Street intersection project, and homelessness.

Boerke attended the RFA meeting and announced Alia Woolfe as the Camas School District Teacher of the Year. Boerke commented about fireworks.

Senescu attended the Downtown Camas Association (DCA) Clean Up Day, and the C-TRAN meeting. Senescu commented about Louis Bloch Park, and thanked former Council Member Greg Anderson for his knowledge and assistance.

Nohr attended the RFA meeting and the Finance Committee meeting.

## **MAYOR**

### 10. Mayor Announcements

Mayor Hogan commented about the RFA subcommittees.

11. Taiwanese American Heritage Week Proclamation

Mayor Hogan proclaimed May 14<sup>th</sup> – 21<sup>st</sup> 2024 as Taiwanese American Heritage Week in the City of Camas.

12. Military Appreciation Month Proclamation

Mayor Hogan proclaimed May 2024 as Military Appreciation Month in the City of Camas.

13. Water Safety Month Proclamation

Mayor Hogan proclaimed May 2024 as Water Safety Month in the City of Camas.

14. Parks and Recreation Citizen Appointment

**It was moved by Carter, and seconded, to approve the Mayor's citizen appointment to the Parks and Recreation Commission. The motion carried unanimously.**

## MEETING ITEMS

15. Resolution No. 24-007 Interlocal Agreement with Clark County for Long-Term Watershed Management Partnership  
Presenter: Steve Wall, Public Works Director

**It was moved by Carter, and seconded, to adopt Resolution No. 24-007 Interlocal Agreement with Clark County for Long-Term Watershed Management Partnership. The motion carried unanimously.**

16. Public Hearing – Ordinance 24-007 Interim Accessory Dwelling Unit Code Amendments  
Presenter: Alan Peters, Community Development Director & Madeline Sutherland, Planner

Mayor Hogan opened the public hearing at 7:39 p.m. No one from the public wished to comment.

The public hearing closed at 7:40 p.m.

**It was moved by Carter, and seconded, to adopt Ordinance No. 24-007 Interim Accessory Dwelling Unit Code Amendments and publish according to law. The motion carried unanimously.**

## PUBLIC COMMENTS

No one from the public wished to speak.

## CLOSE OF MEETING

The meeting closed at 7:46 p.m.



**CITY OF CAMAS  
PROFESSIONAL SERVICES AGREEMENT  
Amendment No. 3**

616 NE 4th Avenue  
Camas, WA 98607

**Project No. W1011**

**LOWER PRUNE HILL BOOSTER STATION IMPROVEMENTS, PHASE 2**

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the 6th day of May, 2024, by and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Consor North America, Inc., (formerly Murraysmith)** 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 July 7, 2021, 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, for an amount not-to-exceed \$1,198,064.
  - 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 December 31, 2026.
  - b. ☐ Unchanged from Original/Previous Contract date of \_\_\_\_\_, 20\_\_\_\_

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 18 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: \$876,654
  - b. Amendment No. 3: \$1,198,064
  - c. **Total: \$2,074,718**
  - d. Consultant billing rates:
    - ☒ Modification to Consultant Billing Rates per **Exhibit "B"** attached herein
    - ☐ Unchanged from Original/Previous 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:

**CONSOR NORTH AMERICA, INC.:**  
*Authorized Representative*

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

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

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

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

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

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

Date: \_\_\_\_\_

**EXHIBIT “A”  
AMENDED SCOPE OF SERVICES**

# **EXHIBIT A**

## **SCOPE OF WORK**

### **CITY OF CAMAS**

#### **LOWER PRUNE HILL BOOSTER PUMP STATION AND 0.5 MG RESERVOIR IMPROVEMENTS**

#### **PHASE 3: CONSTRUCTION SUPPORT SERVICES**

### **Background**

Conсор (Consultant) has developed the following scope of services and accompanying engineering fee estimate for Phase 3: Construction Support services for the City of Camas (City) Lower Prune Hill Booster Pump Station and 0.5 MG Reservoir Improvements project. The scope and fee have been developed based on the previously completed design developed in Phase 2, discussions with City staff, and our understanding of the project.

### **Project Understanding and Assumptions**

This project involves the replacement of the existing Lower Prune Hill Pump Station that pumps from two (2) existing 455 pressure zone reservoirs on the shared site with a new pump station delivering water to the Upper Prune Hill reservoirs in the 852 pressure zone. The project will also include replacement of the existing Lower Prune Hill No. 1 Reservoir with a new 0.5 MG welded steel reservoir in the southwest corner of the site. The existing pump station and reservoir are located on City-owned property near the intersection of NW 18th Loop and NW Ostensen Canyon Road.

Conсор will take the lead role for all construction administration, management, and inspection services during construction of the project, with support from the City. The construction phase services to be provided by Conсор and the associated level of effort shown in the fee estimate reflects a lead role by Conсор. The amount of time and effort that may be required to fulfill the obligations of this Scope of Services is subject to factors beyond the control of Conсор and the City. The projected level of effort proposed herein and included in the fee estimate therefore represents an “estimate” based upon the collective past experience of Conсор and the City for an experienced and reasonable contractor being awarded the construction contract and completing all construction work within the construction schedule. It is recommended that the City include a contingency in the project budget for additional effort that may be required by Conсор due to the contractor awarded the project or other conditions beyond the control of the City and Conсор.

Construction is anticipated to commence in the field in May – June 2024. Total project duration of 2 years (104 weeks) has been assumed.

## Project Approach

The engineering services to be provided by Consor will be phased into separate activities as follows.

- Phase 1 Design: Data Collection and Siting Evaluation – Previously completed under a separate scope of services.
- Phase 2 Design: Preliminary Design, Final Design, Permitting, and Bidding Support – Currently being completed under a separate scope of services.
- Phase 3 Construction: Construction Support Services – Includes the scope of services contained herein.

## Overview

The services during construction consist of the following major tasks.

- Task 1 – Project Management and Coordination
- Task 2 – Pre-Construction and Construction Meetings
- Task 3 – Contract Management & Administration
- Task 4 – Shop Drawings and Submittals Review
- Task 5 – Requests for Information, Change Orders, and Design Modifications
- Task 6 – On-site Representation During Construction
- Task 7 –Start-Up, Commissioning, and Project Close-out
- Task 8 – Subconsultant Services

## Scope of Services

Consultant will perform the following services.

### Task 1 - Project Management

#### *Objective*

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

#### *Activities*

##### *1.1 Monthly Progress Reports and Invoices*

Consultant will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task, including cost-to-complete, earned value, cash flow, and certified firm participation.

## 1.2 Coordination with the City

Consultant will maintain communication with the City through meetings via voice, email, and fax communication.

## 1.3 Management and Coordination of Staff and Subconsultants

Consultant will manage and coordinate the technical and scope issues of the overall project.

In addition, a Health and Safety Plan (HASP) will be created that is custom to this project. It is the Consultant's policy to promote and foster a safe work environment for the team both inside the office and in the field. The HASP will align with all local Occupation Health and Safety Administration (OSHA) requirements, client safety plans and program, and contractor safety plans. If the contractor has not been identified at the project initiation, the HASP will be created without a contractor safety plan and will be updated when it becomes available.

## Task Deliverables

- Consultant shall deliver to the City a monthly invoice and status report covering:
  - Work on the project performed during the previous month.
  - Meetings attended.
  - Problems encountered and actions taken for their resolution.
  - Potential impacts to submittal dates, budget shortfalls or optional services.
  - Budget Analysis.
  - Issues requiring project team action.
- Copy of project specific safety plan

## Assumptions

- Consultant assumes a Notice to Proceed date in May 2024.
- Project duration will be up to 24 months, but it is assumed that work will be idle some months while waiting for long lead items to arrive; therefore, it is assumed that there will be up to 20 progress payments/status reports.

## Task 2 - Pre-Construction and Construction Meetings

### Objective

This task includes participation in preconstruction and construction meetings with City staff and the contractor. The purpose of these meetings is to identify potential issues and review project progress.

## Activities

### 2.1 Pre-Construction Conference

Attend and lead the Pre-Construction Meeting with up to four (4) Consultant team members in attendance. Prepare meeting agenda, run meeting, and issue meeting summary.

### 2.2 Weekly Construction Meetings

Attend and lead weekly construction meetings. Prepare meeting agenda, run meeting, and issue meeting summary.

## City Involvement

- Review and provide comments on the Pre-Construction Conference agenda and summary.
- Review and provide comments on the site meeting summaries.
- Participation in meetings.

## Task Deliverables

- Construction meeting agendas.
- Written summary of construction meetings.

## Assumptions

- Consultant will prepare and distribute agendas for all meetings.
- The Pre-Construction Conference will be hosted in person and will be attended by up to four (4) Consultant team staff.
- Up to one (1) Consultant staff will participate in up to 75 weekly construction meetings. Up to 40 of the virtual weekly construction meetings will be attended by two (2) Consultant staff.
- Up to 20 of the weekly construction meetings will be held at the project site. The remainder of the weekly construction meeting will be virtual.

## Task 3 – Construction Management & Administration

### Objective

Provide construction management and administration services to monitor that the project is completed according to the Contract Documents. Provide review of monthly progress payment applications. Coordinate on site observations, inspections, and testing for the project.

## Activities

### 3.1 Contract Administration

Provide construction management and administration services to monitor that the project is completed according to the Contract Documents. Perform the following tasks:

1. Coordinate and communicate with City and construction contractor on a regular basis to discuss project issues and status.
2. Issue change orders, including independent cost justifications, and maintain a change order log.
3. Issue field work directives and non-conformance reports.
4. Assess contractor-submitted baseline schedule, schedule updates, and 3-week look ahead schedules for feasibility and conformance with the Contract.
5. Monitor overall project construction budget.

### 3.2 Monthly Pay Requests

Review the contractor's monthly requests for progress payments and recommend the appropriate amount to the City for payment to the contractor. Payment recommendations will be based upon the approved breakdown of the contractor's lump sum contract amount and the quantities complete of unit price items. Review estimates with the construction contractor prior to finalizing and submitting to the City for payment.

### 3.3 Labor Compliance

Confirm contractor and subcontractors are approved to work on the project, review subcontracts, confirm proper labor compliance posters are installed onsite, and receive and review certified payroll.

### 3.4 QA/QC Monitoring and Coordination

Coordinate testing, special inspections, and quality assurance program in accordance with current International Building Code (IBC) requirements as required for subgrade and foundation conditions, compaction testing, concrete materials testing, welded steel construction, and structural certifications of concrete reinforcement. A quality control program will be required of the contractor to provide soils testing for earth compaction, and aggregate testing, and other testing procedures as required in the contract documents and in accordance with all construction permits.

## City Involvement

- Process progress payments.
- Provide other administrative services not specifically identified in this scope of work for completion of the project.

## Task Deliverables

- Monthly progress estimates with recommendation to pay.

- All labor compliance documentation to be submitted at completion of project.
- Material testing log of all QC and QA results.

### *Assumptions*

- Up to 18 contractor payment estimates will be processed.
- As part of the Consultant team, Columbia West will perform testing and special inspections, GRI will perform required geotechnical observations related to reservoir subgrade and backfill, and Peterson Structural Engineers will perform required structural observations. Work by subconsultant team members is included under Task 8.

## Task 4 – Shop Drawings and Submittals Review

### *Objective*

Provide review of proposed products and equipment to evaluate compliance with Contract Documents.

### *Activities*

#### *4.1 Shop Drawings and Submittals Review*

Receive and review shop drawings and other technical submittals such as equipment, materials of construction, performance data and certifications, laboratory test results, and technical manuals submitted by the contractor as required by the contract documents. Provide all submittal documents and information to City for concurrence review/approval. Maintain a submittal log and file. Consider and evaluate alternatives or substitutions proposed by the contractor. Receive and review other submittals of the contractor including construction schedules, shop drawing/submittal schedules, lump sum price breakdowns, and other submittals required by the contract documents.

### *City Involvement*

- Provide input on shop drawings and submittals.

### *Task Deliverables*

- Updated submittal log.
- Reviewed submittals and shop drawings returned to the contractor.

### *Assumptions*

- For budgeting purposes, up to 110 shop drawing and submittal reviews are assumed, including re-submittals.



## Task 5 – Requests for Information, Change Orders, and Design Modifications

### *Objective*

Provide responses to contractor Requests for Information, prepare change orders, and provide design modifications to maintain design intent.

### *Activities*

#### *5.1 Requests for Information*

Consultant will take the lead role to receive and respond to contractor Requests for Information (RFIs) or requests for clarification of the Contract Documents and/or design intent. Interpret the meaning of the Contract Documents and provide the City with clarifications or explanation of the design intent and/or contract requirements. Prepare and maintain a log of RFIs received from the contractor, noting the date received, subject, resolution, and the date Consultant's response was delivered to the contractor.

#### *5.2 Change Orders*

Prepare change orders and associated technical information. Coordinate with City staff and the contractor for change order negotiation and approval. Prepare and maintain a log of change orders issued to the contractor, noting the date received, who initiated the change, subject, status, the date issued, and applicable cost information.

#### *5.3 Design Modifications*

Provide design modifications to support required field modifications to maintain design intent and project functionality. Provide technical change order supporting documentation.

### *City Involvement*

- Provide input on RFIs and change orders.

### *Task Deliverables*

- Responses to RFIs and clarifications of the Contract Documents
- Technical information and recommendation to the City to assist with issuing change orders
- Tracking log of RFIs and change order requests received by Consor
- Design revisions and accompanying plan changes.

### *Assumptions*

- Consor will take the lead in receiving, reviewing, and responding to contractor RFIs and change order requests.
- For budgeting purposes, it is assumed that Consor will review and provide responses for up to 35 RFIs.

- For budgeting purposes, it is assumed that Consor will provide assistance to the City for up to ten (10) change orders.
- For budgeting purposes, it is assumed that Consor will prepare up to four (4) design modifications.

## Task 6 – On-site Representation During Construction

### *Objective*

Provide full-time on-site representative to observe construction, monitor the work by the construction contractor, and document that the work is in general compliance with the requirements of the Contract Documents. The Construction Inspector is to act as the City's on-site representative, is responsible for routine interfacing with the construction contractor, and is to observe the construction contractor's operations and work.

### *Activities*

#### *6.1 Construction Observation*

The on-site representative's activities, in general, will include the following.

- Attend pre-construction conference.
- Establish pre-construction site conditions using photo and video log of sites.
- Observe/inspect the Contractor's activities, operations, and work and document the Contractor's work is in general compliance with the requirements of the contract documents.
- Monitor the Contractor's progress with respect to planned/scheduled work.
- Document the Contractor's construction activities (preparation of daily reports, photographs, etc.).
- Create field note records of bid item work performed.
- Attend and participate in weekly project meetings.
- Verify and document that traffic control is per accepted traffic control plans when on-site.
- Keep Construction Manager informed of project progress, issues, and developments.
- Review minor field change requests by the Contractor.
- Observe, document, and review the quality control testing.
- Utility coordination with stakeholders
- Track force account labor and equipment/materials; issue force account sheets for additional payment when required.
- Maintain field construction records and as-built set.

## 6.2 Design Team Site Visits

Periodic site visits by Consultant's project manager or project engineer will be conducted when significant construction is occurring, as important issues may need to be addressed, or as otherwise requested by the City. The purpose of these visits will be to address questions regarding the contract documents, assist with resolving project difficulties, review the progress of the work and review the construction work to confirm that it is proceeding in accordance with the requirements of the contract documents.

## 6.3 Punch List Inspection and Preparation

Prepare for and conduct a final walk-through observation of the project with representatives of the City. Prepare a "punch list" of items of work remaining to achieve final completion of the project and to prepare for City's acceptance of the project. Recommend procedures and timing of acceptance of the project. Advise the City and the contractor of the dates for any warranty periods as established in the contract documents.

## 6.4 Warranty Inspection and Corrections

Perform a site visit prior to expiration of contractor correction period. Prepare field report documenting items requiring correction by the contractor. Perform inspections during correction work.

## City Involvement

- Provide limited site visits during portions of the project where full time inspection by consultant team is not necessary. Full time observation by consultant is assumed for 70 weeks of the project, with City providing support during early mobilization activities and other times when work at the site by the contractor is sporadic.
- Attend punch list and warranty inspections.
- Provide other administrative services not specifically identified in this scope of work for completion of the project.

## Task Deliverables

- Daily reports for each day of construction observation.
- Final punch list.

## Assumptions

- Construction observation hours estimated at 40 hours per week for 50 weeks and includes attendance at all weekly project meetings when on site and up to 25 virtual weekly project meetings when not on site.
- For budgeting purposes, it is assumed that design team members will perform up to 18 site visits.
- The final walk through for punch list creation will be attended by two (2) Consor staff.
- The warranty inspection will be attended by two (2) Consor staff.
- Site visits by subconsultant team members are included under Task 8.

## Task 7 –Start-Up, Commissioning, and Project Closeout

### *Objective*

Assist with start-up and commissioning of new facilities, review operation and maintenance manuals, and prepare record drawings.

### *Activities*

#### *7.1 Start-Up and Commissioning*

Assist the City in coordinating with the contractor, City operations staff, the City's project representative, and the contractor's technical representatives for specialty equipment, to verify proper operation of the facilities in full accordance with the design plans. S&B, Inc is contracted directly with the City, and is responsible for SCADA system integration and start-up activities related to the instrumentation and control system.

#### *7.2 Operation and Maintenance Manuals*

Review of operation and maintenance (O&M) manuals prepared by the contractor. Prepare a formal narrative of the overall facility's operations and provide documentation of the basis of design and its parameters. Define the operating conditions and general maintenance items associated with the station in the document. Meet with City staff to review draft O&M manuals prepared by the contractor.

#### *7.3 Record Drawings*

Prepare record drawings of the project to indicate changes made during construction, based on the construction records of the construction contractor and the construction inspector. Provide record drawings to the City in PDF and AutoCAD electronic format.

### *City Involvement*

- City contracting with S&B for construction-related activities is outside of this contract.
- Attendance by appropriate City staff for start-up activities.
- Attendance at meeting to review draft O&M manuals.

### *Task Deliverables*

- Contract record drawings in electronic format
- Review of O&M manuals.
- Field reports for each day on-site for start-up and testing.

### *Assumptions*

- For budgeting purposes, it is assumed that up to two (2) Consor team members will attend start-up and testing in support of the City's inspector for up to three (3) days, based on an average of ten (10) hours per day that includes time on-site and travel time.

- The Contractor will provide a complete set of legible construction markups.

## Task 8 – Subconsultant Services

### *Objective*

This task provides for the specialty services provided by Consor subconsultants for the project, as described below.

### *Activities*

#### *8.1 Geotechnical Engineering*

GRI to provide geotechnical engineering services consisting of the following.

- Attendance at one construction meeting.
- Reviewing geotechnical related material submittals and RFIs, up to 20 hours.
- Sampling and laboratory testing of proposed aggregates.
- Up to twelve (12) site visits to monitor structural excavations and verify subgrade.
- Up to three weeks of full-time observation of auger cast pile drilling and soldier pile wall construction.

#### *8.2 Structural Engineering*

Peterson Structural Engineers (Peterson) to provide structural engineering services consisting of the following.

- Attendance at up to two (2) construction meetings assumed to be a pre-construction meeting and a pre-pour meeting.
- Review of structural submittals and RFIs, assumed to be up to 110 hours of labor.
- Perform up to sixteen (13) structural observation site visits and generate structural observation reports.
- Prepare structural record drawings.

#### *8.3 Electrical Engineering*

Industrial Systems to provide structural engineering services consisting of the following.

- Attendance at up to 10 construction meetings, including three on-site meetings.
- Attendance at start-up for one day.
- Review of electrical submittals, assumed to be up to 32 hours of labor.

- Respond to up to five electrical related RFIs and two change requests.
- Up to eight (8) hours of coordination with Clark Public Utilities.

#### *8.4 Corrosion Engineering*

Northwest Corrosion Engineers to provide corrosion engineering services consisting of the following.

- Review cathodic protection system submittals.
- Perform one day on site inspection during cathodic protection system installation.
- Review contractor commissioning report for cathodic protection system.
- After one year coating warranty period, perform site visit to assist with recommissioning of cathodic protection system. Submit report for recommissioning.

#### *8.5 Special Inspections and Testing*

Columbia West to provide testing and special inspection services consisting of the following.

- Perform aggregate sampling, laboratory testing, and field compaction testing for trench backfill and structural fill.
- Conduct rebar inspection for cast in place concrete and CMU wall construction.
- Conduct inspections of post-installed anchors.
- Perform tank anchor inspection.
- Perform asphalt and reinforced concrete sampling, testing, and inspection.
- Perform welding inspection for tank and associated appurtenances.
- Communicate with contractor for correction of issues.
- Provide Final inspection and review report.

#### *8.6 Coating Inspection*

Quality Coatings Inspection and Consulting (QCIC) to provide coating inspection services consisting of the following.

- Perform inspection of tank exterior and interior coatings by NACE certified inspector, including on-site observation during all coating work. For budgeting purposes, it is assumed coating work will take 30 working days.
- Perform one-year warranty inspection for coating system, and inspection of any correction work. For budgeting purposes, it is assumed corrective work will take 15 working days.

## **Fee Estimate**

Consultant proposes to perform this work on a time and expenses basis with a total not to exceed amount of \$1,198,064. The proposed fee estimate is provided as "Attachment B."

## Project Schedule

The construction contract is anticipated to begin in May 2024, and it is estimated that construction will be completed within two years.

**EXHIBIT “B”  
AMENDED COSTS FOR SCOPE OF SERVICES  
& BILLING RATES**



CITY OF CAMAS  
LOWER PRUNE HILL BOOSTER PUMP STATION AND 0.5 MG RESERVOIR IMPROVEMENTS  
PHASE 3 - CONSTRUCTION SUPPORT SERVICES  
EXHIBIT B - PROPOSED FEE ESTIMATE

| Average Billing Rate Estimated per Classification/Staff                    | LABOR CLASSIFICATION (HOURS) |                         |                            |             |               |                         |                    |       | Labor      | Subconsultants |                       |                                 |                                 |                                     |                           | Subconsultant Multiplier % Markup | Subconsultant Total with Markup | Expenses | CADD Units \$18/hr | GIS Units \$10/hr | Total        |
|--|------------------------------|-------------------------|----------------------------|-------------|---------------|-------------------------|--------------------|-------|------------|----------------|-----------------------|---------------------------------|---------------------------------|-------------------------------------|---------------------------|-----------------------------------|---------------------------------|----------|--------------------|-------------------|--------------|
|  | Principal Engineer III       | Construction Manager VI | Professional Engineer VIII | Inspector V | Technician IV | Project Coordinator III | Administrative III | Hours |            | Geotech - GRI  | Structural - Peterson | Electrical - Industrial Systems | Corrosion - Northwest Corrosion | Special Inspections - Columbia West | Coating Inspection - QCIC |                                   |                                 |          |                    |                   |              |
|  |                              |                         |                            |             |               |                         |                    |       |            |                |                       |                                 |                                 |                                     |                           |                                   |                                 |          |                    |                   |              |
|  | \$300                        | \$242                   | \$246                      | \$186       | \$190         | \$166                   | \$131              |       |            |                |                       |                                 |                                 |                                     |                           |                                   |                                 |          |                    |                   |              |
| Task 1 - Project Management and Coordination                               |                              |                         |                            |             |               |                         |                    |       |            |                |                       |                                 |                                 |                                     |                           |                                   |                                 |          |                    |                   |              |
| Task 1.1 - Monthly Progress Reports and Invoices                           | 20                           | 30                      |                            |             |               |                         | 20                 | 70    | \$ 15,888  |                |                       |                                 |                                 |                                     |                           | 1.1                               | \$ -                            | \$ -     | \$ -               | \$ -              | \$ 15,888    |
| Task 1.2 - Coordination with the City                                      | 24                           | 36                      |                            |             |               |                         |                    | 60    | \$ 15,916  |                |                       |                                 |                                 |                                     |                           | 1.1                               | \$ -                            | \$ -     | \$ -               | \$ -              | \$ 15,916    |
| Task 1.3 - Management and Coordination of Staff and Subconsultants         | 24                           | 36                      |                            |             |               |                         |                    | 60    | \$ 15,916  |                |                       |                                 |                                 |                                     |                           | 1.1                               | \$ -                            | \$ -     | \$ -               | \$ -              | \$ 15,916    |
| Task 1 Subtotal  | 68                           | 102                     | 0                          | 0           | 0             | 0                       | 20                 | 190   | \$ 47,720  | \$ -           | \$ -                  | \$ -                            | \$ -                            | \$ -                                | \$ -                      |                                   | \$ -                            | \$ -     | \$ -               | \$ -              | \$ 47,720    |
| Task 2 - Pre-Construction and Construction Meetings                        |                              |                         |                            |             |               |                         |                    |       |            |                |                       |                                 |                                 |                                     |                           |                                   |                                 |          |                    |                   |              |
| Task 2.1 - Pre-Construction Conference                                     | 8                            | 12                      | 8                          | 3           |               |                         |                    | 31    | \$ 7,830   |                |                       |                                 |                                 |                                     |                           | 1.1                               | \$ -                            | \$ 193   | \$ -               | \$ -              | \$ 8,023     |
| Task 2.2 - Weekly Construction Meetings                                    | 40                           | 228                     |                            |             |               |                         |                    | 268   | \$ 67,045  |                |                       |                                 |                                 |                                     |                           | 1.1                               | \$ -                            | \$ 943   | \$ -               | \$ -              | \$ 67,988    |
| Task 2 Subtotal  | 48                           | 240                     | 8                          | 3           | 0             | 0                       | 0                  | 299   | \$ 74,875  | \$ -           | \$ -                  | \$ -                            | \$ -                            | \$ -                                | \$ -                      |                                   | \$ -                            | \$ 1,136 | \$ -               | \$ -              | \$ 76,011    |
| Task 3 - Construction Management & Administration                          |                              |                         |                            |             |               |                         |                    |       |            |                |                       |                                 |                                 |                                     |                           |                                   |                                 |          |                    |                   |              |
| Task 3.1 - Contract Administration   |                              | 150                     |                            |             |               | 150                     |                    | 300   | \$ 61,193  |                |                       |                                 |                                 |                                     |                           | 1.1                               | \$ -                            | \$ -     | \$ -               | \$ -              | \$ 61,193    |
| Task 3.2 - Monthly Pay Requests  |                              | 130                     |                            |             |               | 100                     |                    | 230   | \$ 48,052  |                |                       |                                 |                                 |                                     |                           | 1.1                               | \$ -                            | \$ -     | \$ -               | \$ -              | \$ 48,052    |
| Task 3.3 - Labor Compliance  |                              | 24                      |                            |             |               | 100                     |                    | 124   | \$ 22,411  |                |                       |                                 |                                 |                                     |                           | 1.1                               | \$ -                            | \$ -     | \$ -               | \$ -              | \$ 22,411    |
| Task 3.4 - QA/QC Monitoring and Coordination                               |                              | 130                     |                            |             |               |                         |                    | 130   | \$ 31,447  |                |                       |                                 |                                 |                                     |                           | 1.1                               | \$ -                            | \$ -     | \$ -               | \$ -              | \$ 31,447    |
| Task 3 Subtotal  | 0                            | 434                     | 0                          | 0           | 0             | 350                     | 0                  | 784   | \$ 163,102 | \$ -           | \$ -                  | \$ -                            | \$ -                            | \$ -                                | \$ -                      |                                   | \$ -                            | \$ -     | \$ -               | \$ -              | \$ 163,102   |
| Task 4 - Shop Drawings and Submittals Review                               |                              |                         |                            |             |               |                         |                    |       |            |                |                       |                                 |                                 |                                     |                           |                                   |                                 |          |                    |                   |              |
| Task 4.1 - Shop Drawings and Submittals Review                             | 50                           | 75                      | 110                        |             |               | 75                      |                    | 310   | \$ 72,673  |                |                       |                                 |                                 |                                     |                           | 1.1                               | \$ -                            | \$ -     | \$ -               | \$ -              | \$ 72,673    |
| Task 4 Subtotal  | 50                           | 75                      | 110                        | 0           | 0             | 75                      | 0                  | 310   | \$ 72,673  | \$ -           | \$ -                  | \$ -                            | \$ -                            | \$ -                                | \$ -                      |                                   | \$ -                            | \$ -     | \$ -               | \$ -              | \$ 72,673    |
| Task 5 - Requests for Information, Change Orders, and Design Modifications |                              |                         |                            |             |               |                         |                    |       |            |                |                       |                                 |                                 |                                     |                           |                                   |                                 |          |                    |                   |              |
| Task 5.1 - Requests for Information  | 22                           | 37                      | 75                         |             |               |                         |                    | 134   | \$ 34,007  |                |                       |                                 |                                 |                                     |                           | 1.1                               | \$ -                            | \$ -     | \$ -               | \$ -              | \$ 34,007    |
| Task 5.2 - Change Orders   | 11                           | 22                      | 18                         |             |               | 20                      |                    | 71    | \$ 16,374  |                |                       |                                 |                                 |                                     |                           | 1.1                               | \$ -                            | \$ -     | \$ -               | \$ -              | \$ 16,374    |
| Task 5.3 - Design Modifications  | 8                            |                         | 48                         |             |               |                         |                    | 56    | \$ 14,211  |                |                       |                                 |                                 |                                     |                           | 1.1                               | \$ -                            | \$ -     | \$ -               | \$ -              | \$ 14,211    |
| Task 5 Subtotal  | 41                           | 59                      | 141                        | 0           | 0             | 20                      | 0                  | 261   | \$ 64,592  | \$ -           | \$ -                  | \$ -                            | \$ -                            | \$ -                                | \$ -                      |                                   | \$ -                            | \$ -     | \$ -               | \$ -              | \$ 64,592    |
| Task 6 - On-site Representation During Construction                        |                              |                         |                            |             |               |                         |                    |       |            |                |                       |                                 |                                 |                                     |                           |                                   |                                 |          |                    |                   |              |
| Task 6.1 - Construction Observation  |                              |                         |                            | 2025        |               |                         |                    | 2025  | \$ 375,688 |                |                       |                                 |                                 |                                     |                           | 1.1                               | \$ -                            | \$ -     | \$ -               | \$ -              | \$ 375,688   |
| Task 6.2 - Design Team Site Visits   | 54                           |                         | 54                         |             |               |                         |                    | 108   | \$ 29,502  |                |                       |                                 |                                 |                                     |                           | 1.1                               | \$ -                            | \$ 3,471 | \$ -               | \$ -              | \$ 32,973    |
| Task 6.3 - Punch List Inspection and Preparation                           | 10                           | 16                      |                            |             |               |                         |                    | 26    | \$ 6,874   |                |                       |                                 |                                 |                                     |                           | 1.1                               | \$ -                            | \$ 193   | \$ -               | \$ -              | \$ 7,067     |
| Task 6.4 - Warranty Insepction and Corrections                             | 8                            | 8                       |                            |             |               |                         |                    | 16    | \$ 4,338   |                |                       |                                 |                                 |                                     |                           | 1.1                               | \$ -                            | \$ 193   | \$ -               | \$ -              | \$ 4,531     |
| Task 6 Subtotal  | 72                           | 24                      | 54                         | 2025        | 0             | 0                       | 0                  | 2175  | \$ 416,401 | \$ -           | \$ -                  | \$ -                            | \$ -                            | \$ -                                | \$ -                      |                                   | \$ -                            | \$ 3,857 | \$ -               | \$ -              | \$ 420,258   |
| Task 7 - Start-Up, Commissioning, and Project Closeout                     |                              |                         |                            |             |               |                         |                    |       |            |                |                       |                                 |                                 |                                     |                           |                                   |                                 |          |                    |                   |              |
| Task 7.1 - Start-Up and Commissioning                                      | 30                           | 8                       | 30                         |             |               |                         |                    | 68    | \$ 18,325  |                |                       |                                 |                                 |                                     |                           | 1.1                               | \$ -                            | \$ 579   | \$ -               | \$ -              | \$ 18,904    |
| Task 7.2 - Operation and Maintenance Manuals                               | 20                           | 8                       | 40                         |             |               |                         |                    | 68    | \$ 17,782  |                |                       |                                 |                                 |                                     |                           | 1.1                               | \$ -                            | \$ -     | \$ -               | \$ -              | \$ 17,782    |
| Task 7.3 - Record Drawings   | 15                           |                         | 30                         |             | 60            |                         |                    | 105   | \$ 23,262  |                |                       |                                 |                                 |                                     |                           | 1.1                               | \$ -                            | \$ -     | \$ -               | \$ -              | \$ 23,262    |
| Task 7 Subtotal  | 65                           | 16                      | 100                        | 0           | 60            | 0                       | 0                  | 241   | \$ 59,369  | \$ -           | \$ -                  | \$ -                            | \$ -                            | \$ -                                | \$ -                      |                                   | \$ -                            | \$ 579   | \$ -               | \$ -              | \$ 59,948    |
| Task 8 - Subconsultant Services  |                              |                         |                            |             |               |                         |                    |       |            |                |                       |                                 |                                 |                                     |                           |                                   |                                 |          |                    |                   |              |
| Task 8.1 - Geotechnical Engineering  |                              |                         |                            |             | 0             |                         |                    | 0     | \$ -       | \$ 57,150      |                       |                                 |                                 |                                     |                           | 1.1                               | \$ 62,865                       | \$ -     | \$ -               | \$ -              | \$ 62,865    |
| Task 8.2 - Structural Engineering  |                              |                         |                            |             | 0             |                         |                    | 0     | \$ -       | \$ 51,500      |                       |                                 |                                 |                                     |                           | 1.1                               | \$ 56,650                       | \$ -     | \$ -               | \$ -              | \$ 56,650    |
| Task 8.3 - Electrical Engineering  |                              |                         |                            |             | 0             |                         |                    | 0     | \$ -       |                | \$ 23,700             |                                 |                                 |                                     |                           | 1.1                               | \$ 26,070                       | \$ -     | \$ -               | \$ -              | \$ 26,070    |
| Task 8.4 - Corrosion Engineering   |                              |                         |                            |             | 0             |                         |                    | 0     | \$ -       |                |                       | \$ 9,400                        |                                 |                                     |                           | 1.1                               | \$ 10,340                       | \$ -     | \$ -               | \$ -              | \$ 10,340    |
| Task 8.5 - Special Inspections and Testing                                 |                              |                         |                            |             | 0             |                         |                    | 0     | \$ -       |                |                       |                                 | \$ 69,805                       |                                     |                           | 1.1                               | \$ 76,786                       | \$ -     | \$ -               | \$ -              | \$ 76,786    |
| Task 8.6 - Coating Inspection  |                              |                         |                            |             | 0             |                         |                    | 0     | \$ -       |                |                       |                                 |                                 | \$ 55,500                           |                           | 1.1                               | \$ 61,050                       | \$ -     | \$ -               | \$ -              | \$ 61,050    |
| Task 8 Subtotal  | 0                            | 0                       | 0                          | 0           | 0             | 0                       | 0                  | 0     | \$ -       | \$ 57,150      | \$ 51,500             | \$ 23,700                       | \$ 9,400                        | \$ 69,805                           | \$ 55,500                 |                                   | \$ 293,761                      | \$ -     | \$ -               | \$ -              | \$ 293,761   |
| TOTAL - ALL TASKS  | 344                          | 950                     | 413                        | 2028        | 60            | 445                     | 20                 | 4260  | \$ 898,732 | \$ 57,150      | \$ 51,500             | \$ 23,700                       | \$ 9,400                        | \$ 69,805                           | \$ 55,500                 |                                   | \$ 293,761                      | \$ 5,572 | \$ -               | \$ -              | \$ 1,198,064 |



I, James E. Carothers, Engineering Manager, hereby certify that these bid tabulations are correct.

DocuSigned by:  
*James E. Carothers*  
James E. Carothers, PE  
222ADA9D2B934F1...

5/11/2024  
Date

Item 4.

| PROJECT NO. W1038 / WTR23008                  |   |      | Engineer's Estimate: |              |                | Tapani Inc   |                | Advanced Excavating Specialists LLC                |                | MJ Hughes Construction                                   |                | Rotschy Inc  |                | GT Bladeworks Inc  |                | Western United Civil Group LLC                                   |                |
|---|---|------|----------------------|--------------|----------------|--|----------------|--|----------------|--|----------------|--|----------------|--|----------------|--|----------------|
|   |   |      | \$1,150,000.00       |              |                | PO Box 1900  |                | 1200 Hazel Street                                  |                | 11510 NE 87th Ave  |                | 7408 NE 113th Circle   |                | 2105 SE Grace Ave  |                | PO Box 236   |                |
| DESCRIPTION: SE 6th Ave Waterline Replacement |   |      |                      |              |                | Battle Ground WA 98604                                 |                | Kelso WA 98626                                     |                | Vancouver WA 98662                                       |                | Vancouver WA 98662   |                | Battle Ground WA 98604   |                | Yacolt WA 98675  |                |
|   |   |      | Ent. By              |              |                | <a href="mailto:lancet@tapani.om">lancet@tapani.om</a> |                | <a href="mailto:chad@advexc.us">chad@advexc.us</a> |                | <a href="mailto:mike@mjhughes.com">mike@mjhughes.com</a> |                | <a href="mailto:estimator@rotschyinc.com">estimator@rotschyinc.com</a> |                | <a href="mailto:leif.tormanen@gtbladeworks.com">leif.tormanen@gtbladeworks.com</a> |                | <a href="mailto:josiah@westernucg.com">josiah@westernucg.com</a> |                |
| DATE OF BID OPENING: May 9, 2024              |   |      | MP                   |              |                | 360-687-1148   |                | 360-232-8854                                       |                | 503-407-7029   |                | 360-334-3100   |                | 360-904-3723   |                | 360-450-7378   |                |
| Schedule A - Waterline Replacement            |   |      |                      |              |                |  |                |  |                |  |                |  |                |  |                |  |                |
| ITEM NO                                       | DESCRIPTION                                       | QTY  | UNIT                 | UNIT PRICE   | ENGRG TOTAL    | UNIT PRICE   | CONTRACT TOTAL | UNIT PRICE   | CONTRACT TOTAL | UNIT PRICE   | CONTRACT TOTAL | UNIT PRICE   | CONTRACT TOTAL | UNIT PRICE   | CONTRACT TOTAL | UNIT PRICE   | CONTRACT TOTAL |
| 1   | Minor Changes (\$5000 min.)                       | 1    | LS                   | \$5,000.00   | \$5,000.00     | \$5,000.00   | \$5,000.00     | \$5,000.00   | \$5,000.00     | \$5,000.00   | \$5,000.00     | \$5,000.00   | \$5,000.00     | \$5,000.00   | \$5,000.00     | \$5,000.00   | \$5,000.00     |
| 2   | Survey  | 1    | LS                   | \$5,500.00   | \$5,500.00     | \$4,500.00   | \$4,500.00     | \$5,000.00   | \$5,000.00     | \$3,110.00   | \$3,110.00     | \$5,900.00   | \$5,900.00     | \$3,080.94   | \$3,080.94     | \$5,000.00   | \$5,000.00     |
| 3   | Construction Documentation (\$20000 min.)         | 1    | LS                   | \$20,000.00  | \$20,000.00    | \$20,000.00  | \$20,000.00    | \$20,000.00  | \$20,000.00    | \$20,000.00  | \$20,000.00    | \$20,000.00  | \$20,000.00    | \$20,000.00  | \$20,000.00    | \$20,000.00  | \$20,000.00    |
| 4   | Mobilization                                      | 1    | LS                   | \$103,000.00 | \$103,000.00   | \$95,000.00  | \$95,000.00    | \$60,000.00  | \$60,000.00    | \$120,000.00   | \$120,000.00   | \$140,120.41   | \$140,120.41   | \$99,207.31  | \$99,207.31    | \$150,000.00   | \$150,000.00   |
| 5   | PCMS  | 180  | DAY                  | \$25.00      | \$4,500.00     | \$50.00  | \$9,000.00     | \$50.00  | \$9,000.00     | \$50.00  | \$9,000.00     | \$125.00   | \$22,500.00    | \$311.62   | \$56,091.60    | \$120.00   | \$21,600.00    |
| 6   | Project Temporary Traffic Control Devices and TCS | 1    | LS                   | \$2,000.00   | \$2,000.00     | \$24,750.00  | \$24,750.00    | \$18,000.00  | \$18,000.00    | \$37,000.00  | \$37,000.00    | \$50,000.00  | \$50,000.00    | \$134,126.88   | \$134,126.88   | \$20,000.00  | \$20,000.00    |
| 7   | Flaggers  | 1200 | HR                   | \$100.00     | \$120,000.00   | \$65.00  | \$78,000.00    | \$70.00  | \$84,000.00    | \$80.00  | \$96,000.00    | \$55.00  | \$66,000.00    | \$101.13   | \$121,356.00   | \$65.00  | \$78,000.00    |
| 8   | Removal of Structures and Obstructions            | 1    | LS                   | \$5,000.00   | \$5,000.00     | \$55,000.00  | \$55,000.00    | \$45,000.00  | \$45,000.00    | \$60,000.00  | \$60,000.00    | \$8,000.00   | \$8,000.00     | \$75,663.59  | \$75,663.59    | \$50,000.00  | \$50,000.00    |
| 9   | Sawcutting  | 1    | LS                   | \$1,000.00   | \$1,000.00     | \$1,400.00   | \$1,400.00     | \$3,500.00   | \$3,500.00     | \$600.00   | \$600.00       | \$1,000.00   | \$1,000.00     | \$2,071.41   | \$2,071.41     | \$4,000.00   | \$4,000.00     |
| 10  | Locate and Pothole Existing Utilities             | 1    | LS                   | \$20,000.00  | \$20,000.00    | \$6,100.00   | \$6,100.00     | \$5,000.00   | \$5,000.00     | \$4,600.00   | \$4,600.00     | \$5,000.00   | \$5,000.00     | \$5,639.77   | \$5,639.77     | \$4,000.00   | \$4,000.00     |
| 11  | Commercial HMA                                    | 15   | TN                   | \$200.00     | \$3,000.00     | \$590.00   | \$8,850.00     | \$400.00   | \$6,000.00     | \$425.00   | \$6,375.00     | \$400.00   | \$6,000.00     | \$616.27   | \$9,244.05     | \$400.00   | \$6,000.00     |
| 12  | Temporary HMA                                     | 10   | TN                   | \$200.00     | \$2,000.00     | \$460.00   | \$4,600.00     | \$200.00   | \$2,000.00     | \$300.00   | \$3,000.00     | \$400.00   | \$4,000.00     | \$799.16   | \$7,991.60     | \$500.00   | \$5,000.00     |
| 13  | Reiver Protection                                 | 1    | LS                   | \$60,000.00  | \$60,000.00    | \$15,900.00  | \$15,900.00    | \$90,000.00  | \$90,000.00    | \$77,000.00  | \$77,000.00    | \$50,000.00  | \$50,000.00    | \$6,110.15   | \$6,110.15     | \$80,000.00  | \$80,000.00    |
| 14  | 24-In. DI Pipe for Water Main on Bridge Crossing  | 1    | LS                   | \$490,000.00 | \$490,000.00   | \$539,000.00   | \$539,000.00   | \$625,000.00                                       | \$625,000.00   | \$625,000.00   | \$625,000.00   | \$750,000.00   | \$750,000.00   | \$816,666.17   | \$816,666.17   | \$1,289,000.00   | \$1,289,000.00 |
| 15  | Trench Excavation Safety Systems                  | 1    | LS                   | \$4,000.00   | \$4,000.00     | \$250.00   | \$250.00       | \$5,000.00   | \$5,000.00     | \$400.00   | \$400.00       | \$5,000.00   | \$5,000.00     | \$1,763.90   | \$1,763.90     | \$7,500.00   | \$7,500.00     |
| 16  | Removal of Unsuitable Material                    | 10   | CY                   | \$80.00      | \$800.00       | \$142.00   | \$1,420.00     | \$200.00   | \$2,000.00     | \$165.00   | \$1,650.00     | \$150.00   | \$1,500.00     | \$47.31  | \$473.10       | \$240.00   | \$2,400.00     |
| 17  | Connections to Existing Mains                     | 2    | EA                   | \$12,000.00  | \$24,000.00    | \$5,550.00   | \$11,100.00    | \$50,000.00  | \$100,000.00   | \$6,500.00   | \$13,000.00    | \$10,000.00  | \$20,000.00    | \$14,796.80  | \$29,593.60    | \$5,300.00   | \$10,600.00    |
| 18  | 16-In. DI Water Pipe, Including Fittings          | 75   | LF                   | \$350.00     | \$26,250.00    | \$355.00   | \$26,625.00    | \$700.00   | \$52,500.00    | \$850.00   | \$63,750.00    | \$500.00   | \$37,500.00    | \$633.32   | \$47,499.00    | \$430.00   | \$32,250.00    |
| 19  | Additional Ductile Iron Fittings                  | 300  | LB                   | \$8.00       | \$2,400.00     | \$60.00  | \$18,000.00    | \$25.00  | \$7,500.00     | \$10.00  | \$3,000.00     | \$14.00  | \$4,200.00     | \$17.92  | \$5,376.00     | \$16.00  | \$4,800.00     |
| 20  | Butterfly Valve, 16 In.                           | 1    | EA                   | \$12,000.00  | \$12,000.00    | \$5,500.00   | \$5,500.00     | \$5,000.00   | \$5,000.00     | \$11,000.00  | \$11,000.00    | \$8,300.00   | \$8,300.00     | \$7,101.25   | \$7,101.25     | \$4,500.00   | \$4,500.00     |
| 21  | Butterfly Valve, 24 In.                           | 1    | EA                   | \$15,000.00  | \$15,000.00    | \$10,500.00  | \$10,500.00    | \$11,000.00  | \$11,000.00    | \$18,000.00  | \$18,000.00    | \$16,000.00  | \$16,000.00    | \$14,558.53  | \$14,558.53    | \$11,000.00  | \$11,000.00    |
| 22  | Erosion/Water Pollution Prevention                | 1    | LS                   | \$20,000.00  | \$20,000.00    | \$10,000.00  | \$10,000.00    | \$5,000.00   | \$5,000.00     | \$10,000.00  | \$10,000.00    | \$40,000.00  | \$40,000.00    | \$13,248.06  | \$13,248.06    | \$13,000.00  | \$13,000.00    |
| 23  | Seeding, Fertilizing, and Mulching                | 300  | SY                   | \$10.00      | \$3,000.00     | \$6.00   | \$1,800.00     | \$7.00   | \$2,100.00     | \$4.75   | \$1,425.00     | \$14.00  | \$4,200.00     | \$5.29   | \$1,587.00     | \$5.50   | \$1,650.00     |
| 24  | Cement Concrete Traffic Curb                      | 40   | LF                   | \$100.00     | \$4,000.00     | \$100.00   | \$4,000.00     | \$120.00   | \$4,800.00     | \$125.00   | \$5,000.00     | \$75.00  | \$3,000.00     | \$35.28  | \$1,411.20     | \$135.00   | \$5,400.00     |
| 25  | Guardrail Restoration                             | 30   | LF                   | \$500.00     | \$15,000.00    | \$450.00   | \$13,500.00    | \$300.00   | \$9,000.00     | \$125.00   | \$3,750.00     | \$175.00   | \$5,250.00     | \$428.66   | \$12,859.80    | \$450.00   | \$13,500.00    |
| 26  | Cement Concrete Sidewalk                          | 20   | SY                   | \$100.00     | \$2,000.00     | \$275.00   | \$5,500.00     | \$200.00   | \$4,000.00     | \$300.00   | \$6,000.00     | \$165.00   | \$3,300.00     | \$148.17   | \$2,963.40     | \$330.00   | \$6,600.00     |
| 27  | Paint Lime  | 60   | LF                   | \$30.00      | \$1,800.00     | \$17.00  | \$1,020.00     | \$20.00  | \$1,200.00     | \$50.00  | \$3,000.00     | \$20.00  | \$1,200.00     | \$52.53  | \$3,151.80     | \$27.00  | \$1,620.00     |
| 28  | Adjust Valve Box                                  | 1    | EA                   | \$1,000.00   | \$1,000.00     | \$500.00   | \$500.00       | \$200.00   | \$200.00       | \$200.00   | \$200.00       | \$300.00   | \$300.00       | \$2,819.89   | \$2,819.89     | \$1,000.00   | \$1,000.00     |
| 29  | Locate Station                                    | 1    | EA                   | \$2,000.00   | \$2,000.00     | \$2,500.00   | \$2,500.00     | \$2,000.00   | \$2,000.00     | \$550.00   | \$550.00       | \$2,000.00   | \$2,000.00     | \$3,132.10   | \$3,132.10     | \$1,000.00   | \$1,000.00     |
| Subtotal Schedule A -                         |   |      |                      |              | \$974,250.00   |  | \$979,315.00   |  | \$1,188,800.00 |  | \$1,207,410.00 |  | \$1,285,270.41 |  | \$1,509,788.10 |  | \$1,854,420.00 |
| Sales Tax (8.5%)                              |   |      |                      |              | \$82,811.25    |  | \$83,241.78    |  | \$101,048.00   |  | \$102,629.85   |  | \$109,247.98   |  | \$128,331.99   |  | \$157,625.70   |
| Total Schedule A -                            |   |      |                      |              | \$1,057,061.25 |  | \$1,062,556.78 |  | \$1,289,848.00 |  | \$1,310,039.85 |  | \$1,394,518.39 |  | \$1,638,120.09 |  | \$2,012,045.70 |
| Schedule B - Gas Pipe Removal & Restoration   |   |      |                      |              |                |  |                |  |                |  |                |  |                |  |                |  |                |
| ITEM NO                                       | DESCRIPTION                                       | QTY  | UNIT                 | UNIT PRICE   | ENGRG TOTAL    | UNIT PRICE   | CONTRACT TOTAL | UNIT PRICE   | CONTRACT TOTAL | UNIT PRICE   | CONTRACT TOTAL | UNIT PRICE   | CONTRACT TOTAL | UNIT PRICE   | CONTRACT TOTAL | UNIT PRICE   | CONTRACT TOTAL |
| 30  | Minor Changes (\$5000 min.)                       | 1    | LS                   | \$5,000.00   | \$5,000.00     | \$5,000.00   | \$5,000.00     | \$5,000.00   | \$5,000.00     | \$5,000.00   | \$5,000.00     | \$5,000.00   | \$5,000.00     | \$5,000.00   | \$5,000.00     | \$5,000.00   | \$5,000.00     |
| 31  | Bridge  | 1    | LS                   | \$25,000.00  | \$25,000.00    | \$34,000.00  | \$34,000.00    | \$22,000.00  | \$22,000.00    | \$50,000.00  | \$50,000.00    | \$100,000.00   | \$100,000.00   | \$40,590.22  | \$40,590.22    | \$124,000.00   | \$124,000.00   |
| 32  | Mobilization, Cleanup, and Demobilization         | 1    | LS                   | \$6,400.00   | \$6,400.00     | \$5,000.00   | \$5,000.00     | \$30,000.00  | \$30,000.00    | \$4,500.00   | \$4,500.00     | \$10,000.00  | \$10,000.00    | \$8,820.08   | \$8,820.08     | \$20,000.00  | \$20,000.00    |
| 33  | PCMS  | 20   | DAY                  | \$25.00      | \$500.00       | \$50.00  | \$1,000.00     | \$50.00  | \$1,000.00     | \$50.00  | \$1,000.00     | \$125.00   | \$2,500.00     | \$311.62   | \$6,232.40     | \$120.00   | \$2,400.00     |
| 34  | Project Temporary Traffic Control Devices and TCS | 1    | LS                   | \$2,000.00   | \$2,000.00     | \$6,600.00   | \$6,600.00     | \$18,000.00  | \$18,000.00    | \$1,500.00   | \$1,500.00     | \$8,500.00   | \$8,500.00     | \$32,737.97  | \$32,737.97    | \$10,000.00  | \$10,000.00    |
| 35  | Flaggers  | 320  | HR                   | \$100.00     | \$32,000.00    | \$65.00  | \$20,800.00    | \$70.00  | \$22,400.00    | \$80.00  | \$25,600.00    | \$55.00  | \$17,600.00    | \$101.13   | \$32,361.60    | \$65.00  | \$20,800.00    |
| Subtotal Schedule B -                         |   |      |                      |              | \$70,900.00    |  | \$72,400.00    |  | \$98,400.00    |  | \$87,600.00    |  | \$143,600.00   |  | \$125,742.27   |  | \$182,200.00   |
| Sales Tax (8.5%)                              |   |      |                      |              | \$6,026.50     |  | \$6,154.00     |  |                |  |                |  |                |  |                |  |                |



## Staff Report

May 6, 2024 Council Workshop Meeting

PointNorth Strategic Plan Contract and Scope of Work Review

Presenter: Doug Quinn, City Administrator

Time Estimate: 10 minutes

| Phone        | Email                 |
|--------------|-----------------------|
| 360.834.6864 | dquinn@cityofcamas.us |

### BACKGROUND: 2024 Strategic Plan

Our Strategic plan sets forth our Mission, Vision and Values, aligning our programming and process to our desired goal. The goals are established through outreach, surveys and shared communication that serves to inform the process of refinement. The Plan remains a constant in our work. It may be updated to reflect emerging conditions and needs, but overall, should reflect our deepest motivations for the work we do. It looks at our past and imagines our preferred future.

**SUMMARY:** The City of Camas has not updated its Strategic Plan since 2018. This effort will utilize the services of PointNorth Inc. to facilitate an update, through structured conversations and surveys involving all areas of the City. See the attached Contract for Services, that lays out the work plan. The City will create a project lead team to assist the project to completion and provide contract oversight.

**Figure 1: 2018 Strategic Plan Summary Sheet**

CITY OF CAMAS | 2023 – 2024 ADOPTED BUDGET

### The Strategic Plan and Performance

The City of Camas adopted a City Strategic Plan in 2017 to provide guidance and leadership for the ensuing three years. Each year, the Strategic Plan was reviewed to highlight achievements and to ensure progression, with a goal to revisit and amend the plan in 2020.

With the significant impact of COVID-19 on City operations, the City Council made the decision to extend the Strategic Plan through the 2021-2022 biennium. This extension not only allowed staff and elected officials to focus time and effort on the pandemic and subsequent recovery, but it also gave the City time to recover from the transition of a number of critical leadership roles within the staff as well as in the legislative body.

The City expects to see a revision of the Strategic Plan during the 2023-2024 biennium.

| THE STRATEGIC PLAN   |  |
|--|--|
| <p><b>OUR MISSION</b></p> <p>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.</p>   | <p><b>CITY OF CAMAS 2018-2020 STRATEGIC PRIORITIES</b></p> <ol style="list-style-type: none"> <li>1. Meet <b>COMMUNITY NEEDS</b> with optimal use of community resources</li> <li>2. Build <b>FINANCIAL SUSTAINABILITY</b> for our City</li> <li>3. Ensure <b>CORE INFRASTRUCTURE</b> to meet community needs</li> <li>4. Proactively <b>MANAGE GROWTH</b> in line with our vision &amp; decision principles</li> </ol>  |
| <p><b>OUR VISION</b></p> <p><b>HOME TOWN FEEL</b></p> <p>Great Place to Live</p> <p>Great Schools</p> <p>Jobs That Support Our Community</p> <p><b>Integrated with Outdoors</b></p>  | <p><b>2018-2020 KEY INITIATIVES</b></p> <ul style="list-style-type: none"> <li>• All community needs &amp; chosen priorities funded at defined service levels by 2020</li> <li>• Improve efficiency: Six (6) process improvements completed annually</li> <li>• Balanced Budget (with reserve funded AND community needs and high priority wants funded)</li> <li>• Infrastructure capacity</li> <li>• Corrective Maintenance/ Preventive Maintenance %</li> <li>• "Jobs" Ready Land/Residential "Ready" Land</li> <li>• Green Space per capita</li> <li>• Infrastructure capacity</li> </ul>  |
| <p><b>OUR DECISION PRINCIPLES</b></p> <ul style="list-style-type: none"> <li>• Providing services in line with community needs &amp; priorities?</li> <li>• Maintaining or building financial sustainability for our City?</li> <li>• Preserving our integration with the outdoors?</li> <li>• Creating an inclusive community that feels like a home town?</li> </ul> | <p><b>2018-2020 KEY INITIATIVES</b></p> <ol style="list-style-type: none"> <li>1. Define and prioritize service levels, including performance measures</li> <li>2. Implement Lean city-wide</li> <li>3. Develop technology roadmap</li> <li>4. Evaluate service delivery models</li> <li>5. Develop community engagement and communications strategy</li> <li>1. Update all Financial Policies to GFOA best practices</li> <li>2. Open and transparent program-based budget</li> <li>3. Update Utility Rates, Impact Fees, SCC's</li> <li>4. Revenue Strategy (overall size and diversification)</li> <li>5. Develop Long-Term Financial Plan, including Capital Programs</li> <li>1. Complete Condition assessment on all core infrastructure and facilities</li> <li>2. SR500 corridor strategy with a Lake-Everett Intersection plan</li> <li>3. Infrastructure and facilities capacity plan</li> <li>4. Asset Management System specified</li> <li>5. Water &amp; Sewer Level of Service Analysis</li> <li>1. Protect Backdrop of Lucerne Lake on North Shore</li> <li>2. Prioritize, fund &amp; implement an updated Parks Recreation Open Space (PROS) plan</li> <li>3. Complete Grass Valley subarea plan</li> <li>4. Transportation Capital Facilities Plan and level of service analysis</li> </ol> |
| <p><b>OUR INTERNAL VALUES</b></p> <ul style="list-style-type: none"> <li>• Service Oriented</li> <li>• Vision Driven</li> <li>• Partnering and Collaboration</li> <li>• Accountability</li> <li>• Continuous Improvement</li> </ul>  | <p>Enhance tools and processes to improve communications within departments, across departments, and with Council.</p>   |

**BENEFITS TO THE COMMUNITY:** Begin text here.

The benefit of having an updated plan is to provide the City with a clear forward-focused vision. One that will guide our investments and planning across all departments of the City. It aligns our efforts directly to outcomes and helps with resource allocation. The Strategic Plan will incorporate GMA Planning, Budget workup, and other departmental planning documents.

**BUDGET IMPACT:**

The Professional Services Contract with PointNorth is attached for your review and approval. This work is anticipated within the 2024 budget update and is not-to-exceed \$174,440.

**RECOMMENDATION:** Staff recommends approval of the contract with PointNorth Consulting Inc. in the amount of \$174,440. This item will be placed on the May 20, 2024 Regular Meeting Consent Agenda for Council's review and approval.



## CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue  
Camas, WA 98607

PROJECT NO. N/A

### 2024 Strategic Plan

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and PointNorth Consulting, Inc., hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the Strategic Planning Scope of Work.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than March 31, 2025, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed \$174,400 under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in Exhibit "A" (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in Exhibit "A".
  - b. The Consultant may submit vouchers to the City once per month in the amount of \$17,440.00 during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

- e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

- 5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant hereinafter "Work Product" in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.

All work product which may be produced or modified by the Consultant while performing the Services shall belong to the City, upon full payment of all monies owed to the Consultant under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to the City.

- 6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state and local laws, ordinances, and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
- 7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials and employees, the Consultant's liability, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- 8. Consultant's Liability Insurance.
  - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
  - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
  - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be

responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has 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 he 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, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
  - Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
  - Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)
  - Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)
  - Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)
  - Civil Rights Restoration Act of 1987  
(Public Law 100-259)
  - Americans with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)
  - 49 CFR Part 21
  - 23 CFR Part 200
  - 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 "B" attached hereto and by this reference made part of this Agreement, and shall include the attached Exhibit "B" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.



14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.

- a. The Consultant, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
  2. Have not within a three-year period preceding this contract, 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 or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  3. 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 section; and
  4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Consultant is unable to certify to any of the statements in this contract, the Consultant shall attach an explanation to this contract.
- c. The Consultant agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
- d. The Consultant further agrees by signing this contract that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier Consultant certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier Consultant is unable to certify to any of the statements in this contract, such Consultant shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the City for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Consultant represents and warrants that the Consultant is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Consultant further represents and warrants that

- the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Consultant may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:  
 Doug Quinn  
 City of Camas  
 616 NE 4th Avenue  
 Camas, WA 98607  
 PH: 360-817-7004  
 EMAIL: [Dquinn@cityofcamas.us](mailto:Dquinn@cityofcamas.us)
- Notices to Consultant shall be sent to the following address:  
 Lisa Schauer  
 PointNorth Consulting, Inc.  
 1251 Officers Row  
 Vancouver, WA 98661  
 PH: 360-600-8373  
 EMAIL: [lisa@pointnorthinc.com](mailto:lisa@pointnorthinc.com)
21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

22. Arbitration Clause. If requested in writing by either the City or the Consultant, the City and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.
- Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.
23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive but shall be cumulative with all other remedies available to the City at law or in equity.
26. 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 counterparts, which counterparts shall collectively constitute the entire Agreement.


5/2/2024

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

CITY OF CAMAS:

PointNorth Consulting, Inc.:  
Authorized Representative

By \_\_\_\_\_

DocuSigned by:  
  
 By \_\_\_\_\_  
 D03FA943DBB9459...

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

Print Name Lisa Keohokalole Schauer

Title \_\_\_\_\_

Title PresidentDate 5/2/2024

EXHIBIT "A"  
SCOPE OF SERVICES AND COSTS FOR SCOPE OF SERVICES

**DRAFT: City of Camas | Strategic Planning Scope of Work**

Updated: 4.23.24

*NOTE: We will establish bi-weekly 45 min project check ins with project leadership and provide ongoing project management throughout every phase.*

| Phase 1   Explore - Project Planning & Environmental Scan                                |  |                      |          |
|--|--|----------------------|----------|
| Activity   | Deliverable  | Potential Schedule   | Costs    |
| Discovery & Project Kick Off   | <ul style="list-style-type: none"><li>In-person 90-minute kick-off meeting with the City’s project leadership (prep, facilitation, agenda, materials, notes)</li></ul>   | April - May 2024     | \$32,000 |
| Project Plan Co-Creation   | <ul style="list-style-type: none"><li>Project Plan and Timeline</li></ul>  |                      |          |
| City Department Heads & Administration Meetings  | <ul style="list-style-type: none"><li>In-person City Department Heads &amp; Administration Meeting (prep, facilitation, agenda, materials, notes)</li><li>Virtual follow-up meeting with City Department Heads (prep, facilitation, agenda, materials, notes)</li></ul>  |                      |          |
| City Council Member Interviews & Meeting   | <ul style="list-style-type: none"><li>Virtual 45-minute interviews with City Council Members (prep, facilitation, agenda, questions, summary)</li><li>In-person City Council presentation (prep, facilitation, agenda, materials, notes)</li></ul>   |                      |          |
| Phase 2   Engage - Community Engagement <i>*integration with GMA engagement planning</i> |  |                      |          |
| Activity   | Deliverable  | Potential Schedule   | Costs    |
| Community Engagement Plan Co-Creation  | <ul style="list-style-type: none"><li>Community Engagement Plan (engagement goals, activities, audiences, timelines - including the alignment and interaction of Budget and GMA comp planning process/activities)</li><li>Advising on engagement strategies, activities and decisions</li></ul>                          | May - September 2024 | \$80,500 |
| Steering Committee Workshops   | <ul style="list-style-type: none"><li>Three (3) 2-hour facilitated Steering Committee meetings will occur during this phase to plan for engagement, review and discuss engagement findings, and apply learnings towards the development of the strategic direction prep, agenda, slides, materials, and notes)</li></ul> |                      |          |

**DRAFT: City of Camas | Strategic Planning Scope of Work**

Updated: 4.23.24

| Listening Sessions                              | <ul style="list-style-type: none"><li>Three (3) 90-minute virtually facilitated listening sessions (prep, facilitation, agenda, materials, notes)</li></ul>  |                               |          |
|---|--|-------------------------------|----------|
| Community Presentations                         | <ul style="list-style-type: none"><li>Community presentation slides</li></ul>  |                               |          |
| Survey  | <ul style="list-style-type: none"><li>Published community survey (draft questions, compile and analyze data)</li></ul>   |                               |          |
| Community Engagement Toolkit                    | <ul style="list-style-type: none"><li>Community Engagement Toolkit (engagement goals, messaging, survey questions with links and QR codes, engagement data collection tools)</li><li>A project page will be created on “Engage Camas” for updated information and content on the project to be externally accessed</li></ul> |                               |          |
| Community Engagement Summary                    | <ul style="list-style-type: none"><li>Community Engagement Summary (data analysis and findings summary)</li></ul>  |                               |          |
| Phase 3   Elevate - Strategic Plan Development  |  |                               |          |
| Activity  | Deliverable  | Potential Schedule            | Costs    |
| Steering Committee Workshops                    | <ul style="list-style-type: none"><li>Facilitation of two (2) 2-hour Steering Committee workshops (prep, facilitation, agenda, materials, notes)</li></ul>   | September 2024 - January 2025 | \$56,500 |
| City Department Heads & Administration Workshop | <ul style="list-style-type: none"><li>Facilitation of 90-minute City Department Heads &amp; Administration workshop including pre-work, agenda, slides, materials, a City Leadership Staff workshop (prep, facilitation, agenda, materials, notes)</li></ul>   |                               |          |
| City Council Member Workshop                    | <ul style="list-style-type: none"><li>Facilitation of 90-minute City Council Member workshop (prep, facilitation, agenda, materials, notes)</li></ul>  |                               |          |
| Final Strategic Plan and Report                 | <ul style="list-style-type: none"><li>Final Strategic Plan content:<ul style="list-style-type: none"><li>Mission, vision, and values, informed by engagement feedback</li><li>Multi-year strategic priorities, goals, strategies and measures of success, informed by engagement feedback</li></ul></li></ul>                |                               |          |

DRAFT: City of Camas | Strategic Planning Scope of Work

Updated: 4.23.24

|                                   |   |                    |           |
|-----------------------------------|---|--------------------|-----------|
|                                   | <ul style="list-style-type: none"><li>○ Clear and attainable roadmap that advances the City's mission and vision</li><li>○ Key Performance Indicators that track the progress of the strategic plans and ensure accountability at all levels</li><li>● Executive Summary 1-2 page plan and final report</li></ul> |                    |           |
| Phase 4   Emerge - Implementation |   |                    |           |
| Activity                          | Deliverable   | Potential Schedule | Costs     |
| Implementation Strategy           | <ul style="list-style-type: none"><li>● Implementation and progress monitoring recommendations</li></ul>  | January 2024       | \$5,400   |
| TOTAL                             |   |                    | \$174,400 |



# POINTNORTH

## CONSULTING AGREEMENT Appendix B

### Strategic Planning

This Statement of Work ("**SOW**") dated 04/23/24 is subject to and incorporates by reference the terms and conditions of the Consulting Agreement ("**Consulting Agreement**") dated 12/19/23, between PointNorth Consulting, Inc., a Washington corporation ("**Consultant**"), and City of Camas ("**Client**"), as it may be amended from time to time. This SOW is effective as of the date of this SOW and will remain in effect for one year unless earlier terminated in accordance with the Consulting Agreement. Services performed under this SOW will be conducted in accordance with and are subject to the terms and conditions of this SOW and the Consulting Agreement. Capitalized terms used but not defined in this SOW shall have the meanings set out in the Consulting Agreement. The terms of the Consulting Agreement and this SOW prevail over the terms of any work order or service request issued by Client.

#### SCOPE OF SERVICES:

#### **Phase 1 | Explore - Project Planning & Environmental Scan April 2024 – May 2024**

##### 1.1 Discovery & Project Kick Off

- In-person 90-minute kick-off meeting with the City's project leadership (prep, facilitation, agenda, materials, notes)

##### 1.2 Project Plan Co-Creation

- Project Plan and Timeline

##### 1.3 City Department Heads & Administration Meetings

- In-person City Department Heads & Administration Meeting (prep, facilitation, agenda, materials, notes)
- Virtual follow-up meeting with City Department Heads (prep, facilitation, agenda, materials, notes)

##### 1.4 City Council Member Interviews & Meeting

- Virtual 45-minute interviews with City Council Members (prep, facilitation, agenda, questions, summary)
- In-person City Council presentation (prep, facilitation, agenda, materials, notes)





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## **Phase 2 | Engage - Community Engagement May 2024 – August 2024** *\*integration with GMA engagement planning*

### 2.1 Community Engagement Plan Co-Creation

- Community Engagement Plan (engagement goals, activities, audiences, timelines - including the alignment and interaction of Budget and GMA comp planning process/activities)
- Advising on engagement strategies, activities and decisions

### 2.2 Steering Committee Workshops

- Three (3) 2-hour facilitated Steering Committee meetings will occur during this phase to plan for engagement, review and discuss engagement findings, and apply learnings towards the development of the strategic direction prep, agenda, slides, materials, and notes)

### 2.3 Listening Sessions

- Three (3) 90-minute virtually facilitated listening sessions (prep, facilitation, agenda, materials, notes)

### 2.4 Community Presentations

- Community presentation slides

### 2.5 Survey

- Published community survey (draft questions, compile and analyze data)

### 2.6 Community Engagement Toolkit

- Community Engagement Toolkit (engagement goals, messaging, survey questions with links and QR codes, engagement data collection tools)
- A project page will be created on “Engage Camas” for updated information and content on the project to be externally accessed

### 2.7 Community Engagement Summary

- Community Engagement Summary (data analysis and findings summary)

## **Phase 3 | Elevate - Strategic Plan Development September 2024 – January 2024**

### 3.1 Steering Committee Workshops

- Facilitation of two (2) 2-hour Steering Committee workshops (prep, facilitation, agenda, materials, notes)

### 3.2 City Department Heads & Administration Workshop

- Facilitation of 90-minute City Department Heads & Administration workshop including pre-work, agenda, slides, materials, a City Leadership Staff workshop (prep, facilitation, agenda, materials, notes)

### 3.3 City Council Member Workshop

- Facilitation of 90-minute City Council Member workshop (prep, facilitation, agenda, materials, notes)



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## 3.4 Final Strategic Plan and Report

- Final Strategic Plan content:
  - Mission, vision, and values, informed by engagement feedback
  - Multi-year strategic priorities, goals, strategies and measures of success, informed by engagement feedback
  - Clear and attainable roadmap that advances the City's mission and vision
  - Key Performance Indicators that track the progress of the strategic plans and ensure accountability at all levels
- Executive Summary 1-2 page plan and final report

## **Phase 4 | Emerge – Implementation January 2024**

### 4.1 Implementation Strategy

- Implementation and progress monitoring recommendations

INFORMATION SOUGHT: Client will provide Consultant with the following information which shall be provided by City of Camas:

PRODUCT DELIVERABLE: Consultant will provide the following:

#### Phase 1

- In-person 90-minute kick-off meeting with the City's project leadership
- Project Plan and Timeline
- In-person City Staff Leadership Meeting
- Virtual 45-minute interviews with City Council Members (up to 8 interviews)
- In-person City Council presentation
- Establishment of bi-weekly 45 min check-in meetings with the City's project leadership
- Ongoing project management files, documents, and notes
- Monthly project progress reports

#### Phase 2

- Community Engagement Plan (engagement goals, activities, audiences, timelines)
- Three (3) 2-hour facilitated Steering Committee meetings including pre-work, agenda, slides, materials, and notes (1 in person, 2 virtual)
- Three (3) 90-minute virtually facilitated listening sessions
- Published survey



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- Community presentation slides
- Community Engagement Toolkit (engagement goals, messaging, survey questions with links and QR codes, listening questions, engagement data collection tools)
- Advising on engagement strategies, activities and decisions
- Community Engagement Summary (data analysis and findings)
- Ongoing bi-weekly 45 min check-in meetings with the City's project leadership
- Ongoing project management files, documents, and notes
- Monthly project progress reports

## Phase 3

- Two (2) 2-hour facilitated Steering Committee meetings including pre-work, agenda, slides, materials, and notes (1 in person, 1 virtual)
- Facilitation of one (1) 90-minute City Leadership Staff workshop including pre-work, agenda, slides, materials, and notes
- Facilitation of one (1) 90-minute City Council workshop including pre-work, agenda, slides, materials, and notes
- Final Strategic Plan content:
  - Mission, vision, and values, informed by engagement feedback
  - Multi-year strategic priorities, goals, strategies and measures of success, informed by engagement feedback
  - Clear and attainable roadmap that advances the City's mission and vision
  - Key Performance Indicators that track the progress of the strategic plans and ensure accountability at all levels
- Executive Summary - 1 -2 page plan and final report
- Ongoing bi-weekly 45-minute check-in meetings with the City's project leadership
- Ongoing project management files, documents and notes
- Monthly project progress reports
- Implementation and progress monitoring recommendations

SCHEDULE: Consultant will commence Services approximately April 2024 and conclude with Project Deliverables approximately January 31, 2024.



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## TIMELINESS:

Client agrees to promptly respond within 4 business days to questions and requests throughout the duration of the project to ensure timely project completion. Client understands that any instance of delay in feedback will cause delay in delivery of project milestones. In the event that the client does not respond within 5 business days project completion dates will be rescheduled.

## APPROVALS:

It is the Client's responsibility to examine all work produced during the project and to provide thoughtful and thorough feedback. Approval of each deliverable is final, and any changes may require a reassessment of the project scope and fees.

## COMPENSATION/PAYMENT SCHEDULE:

Monthly invoices will be sent for a fixed-price of \$17,440 per month for 10 months beginning in May of 2024. Invoices will not reflect specific hours worked rather a flat fee of \$17,440.00 monthly. This fixed-price contract allows for variable hours to be worked each month. Consultant will manage the hours to ensure the scope of work is completed within the not-to-exceed total contract value of \$174,400.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be duly executed on the date written in the first paragraph hereof.

**CONSULTANT:**  
POINTNORTH CONSULTING, INC.

**CLIENT:**  
City of Camas

By: \_\_\_\_\_  
Lisa Keohokalole Schauer  
Title: President  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Doug Quinn  
Title: City Administrator  
Dated: \_\_\_\_\_

**EXHIBIT “B”**  
**TITLE VI ASSURANCES**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree 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. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
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 of the grounds of race, color, sex, or national origin.
4. **Information and Report:** 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 AGENCY, 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, STATE or 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 the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, 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 AGENCY, STATE, 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 and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

The United States Department of Transportation  
Appendix A of the  
Standard Title VI/ Non-Discrimination Assurances  
DOT Order No. 1050.2A

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subConsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subConsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, Age, disability, income-level or LEP.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subConsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation  
Appendix E of the  
Standard Title VI/ Non-Discrimination Assurances  
DOT Order No. 1050.2A

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat.252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).





## Staff Report – Consent Agenda

May 20, 2024 Council Regular Meeting

\$4,803,352.50 Advanced Excavating Specialists LLC, Crown Park Improvement Bid Award with up to 10% change order authorization (Trang K. Lam, Parks & Recreation Director)

| Phone        | Email               |
|--------------|---------------------|
| 360.817.7037 | tlam@cityofcamas.us |

**BACKGROUND:** On October 16, 2023, staff provided City Council with an update to the Crown Park Improvement Project. At that meeting, staff shared the final design, updates on cost estimates and the next steps to bid the project for construction. On December 4, 2023, Council approved staff's recommendation to bid the full project scope.

**SUMMARY:** The City of Camas (City) completed a bidding process earlier this year. Due to a unit cost discrepancy on the bid schedule, staff found that it would be more transparent to recommend that the bid packages be rejected, and the City rebids the project. On April 1, 2024, Council approved staff's recommendation to reject the bids and rebid the project. Call for bids for the rebidding process opened on April 17, 2024. Sealed bids were opened on May 13, 2024 at 1:30 p.m. The low bidder is Advanced Excavating Specialists LLC at a price of \$4,803,352.50.

**BUDGET IMPACT:** This project is fully funded in the adopted budget. Sources of funding include the State of Washington's Recreation and Conservation Office grant and local funds.

**RECOMMENDATION:** Staff recommends Council award to the low bidder, Advanced Excavating Specialists LLC, for the Schedule A and Schedule B bid price of \$4,803,352.50 with up to 10% change order authorization.



I, James E. Carothers, Engineering Manager, hereby certify  
that these bid tabulations are correct.

5/13/2024

DocuSigned by:  
*James E. Carothers*  
James E. Carothers, PE Date

Item 6.

|  |   |      |         |                      |                |                                     |                |                       |                |                                  |                |
|--|---|------|---------|----------------------|----------------|-------------------------------------|----------------|-----------------------|----------------|----------------------------------|----------------|
| PROJECT NO. P1007 / PNR23002                               |   |      |         | Engineer's Estimate: |                | Advanced Excavating Specialists LLC |                | Colf Construction LLC |                | Goodfellow Bros LLC              |                |
|  |   |      |         | \$5,467,372.00       |                | 1200 Hazel St                       |                | PO Box 1434           |                | 7515 NE Ambassador Place Suite E |                |
| DESCRIPTION: Crown Park Improvements                       |   |      |         |                      |                | Kelso WA 98626                      |                | Vancouver WA 98668    |                | Portland OR 97720                |                |
|  |   |      | Ent. By |                      |                | chad@advexc.us                      |                | sam@colf.com          |                | mikewr@goodfellowbros.com        |                |
| DATE OF BID OPENING: May 13, 2024 @ 1:30 PM                |   |      | MP      |                      |                | 360-232-8854                        |                | 360-518-5447          |                | 503-256-4114                     |                |
| Project - Schedule A: Crown Park Base Bid                  |   |      |         |                      |                |                                     |                |                       |                |                                  |                |
| ITEM NO  | DESCRIPTION   | QTY  | UNIT    | UNIT PRICE           | ENGRG TOTAL    | UNIT PRICE                          | CONTRACT TOTAL | UNIT PRICE            | CONTRACT TOTAL | UNIT PRICE                       | CONTRACT TOTAL |
| 1  | Mobilization  | 1    | LS      | \$500,000.00         | \$500,000.00   | \$360,000.00                        | \$360,000.00   | \$400,000.00          | \$400,000.00   | \$230,000.00                     | \$230,000.00   |
| 2  | Construction Documentation (Min. bid \$20000)   | 1    | LS      | \$20,000.00          | \$20,000.00    | \$20,000.00                         | \$20,000.00    | \$20,000.00           | \$20,000.00    | \$20,000.00                      | \$20,000.00    |
| 3  | SPCC Plan   | 1    | LS      | \$28,000.00          | \$28,000.00    | \$500.00                            | \$500.00       | \$3,000.00            | \$3,000.00     | \$5,000.00                       | \$5,000.00     |
| 4  | Contractor Construction Survey  | 1    | LS      | \$45,000.00          | \$45,000.00    | \$46,000.00                         | \$46,000.00    | \$30,000.00           | \$30,000.00    | \$26,000.00                      | \$26,000.00    |
| 5  | Tree protection, Erosion Control, and Water Pollution Control   | 1    | LS      | \$77,000.00          | \$77,000.00    | \$60,000.00                         | \$60,000.00    | \$50,000.00           | \$50,000.00    | \$123,885.00                     | \$123,885.00   |
| 6  | Demolition and Removal and Replacement Unsuitable material, Incl. Haul                                  | 1    | LS      | \$10,000.00          | \$10,000.00    | \$190,000.00                        | \$190,000.00   | \$250,000.00          | \$250,000.00   | \$270,925.00                     | \$270,925.00   |
| 7  | Earth Moving, Trenching, and Backfilling, Incl. off-haul of excess soil                                 | 1    | LS      | \$200,000.00         | \$200,000.00   | \$125,000.00                        | \$125,000.00   | \$300,000.00          | \$300,000.00   | \$165,850.00                     | \$165,850.00   |
| 8  | Trench Safety System (Min. bid \$4000)  | 1    | LS      | \$4,000.00           | \$4,000.00     | \$4,000.00                          | \$4,000.00     | \$4,000.00            | \$4,000.00     | \$4,000.00                       | \$4,000.00     |
| 9  | Solid Rock Excavation, Incl. Haul   | 10   | CY      | \$250.00             | \$2,500.00     | \$700.00                            | \$7,000.00     | \$500.00              | \$5,000.00     | \$725.00                         | \$7,250.00     |
| 10   | Site Utilities  | 1    | LS      | \$700,000.00         | \$700,000.00   | \$585,000.00                        | \$585,000.00   | \$500,000.00          | \$500,000.00   | \$723,475.00                     | \$723,475.00   |
| 11   | Furnish and Install Park Improvements (remainder of scope not covered in other line items)              | 1    | LS      | \$2,067,622.00       | \$2,067,622.00 | \$2,000,000.00                      | \$2,000,000.00 | \$2,500,000.00        | \$2,500,000.00 | \$2,080,225.00                   | \$2,080,225.00 |
| 12   | Coordination and Installation of OFCI items   | 1    | LS      | \$154,000.00         | \$154,000.00   | \$355,000.00                        | \$355,000.00   | \$50,000.00           | \$50,000.00    | \$440,950.00                     | \$440,950.00   |
| 13   | Landscape and Irrigation Improvements   | 1    | LS      | \$1,000,000.00       | \$1,000,000.00 | \$370,000.00                        | \$370,000.00   | \$200,000.00          | \$200,000.00   | \$800,445.00                     | \$800,445.00   |
| 14   | Landscape & Irrigation Maintenance (for all existing and newly installed areas) (Min. bid \$20000/year) | 2    | Year    | \$20,000.00          | \$40,000.00    | \$20,000.00                         | \$40,000.00    | \$20,000.00           | \$40,000.00    | \$22,430.00                      | \$44,860.00    |
| 15   | Minor Change (Minimum Bid \$4000)   | 1    | LS      | \$4,000.00           | \$4,000.00     | \$4,000.00                          | \$4,000.00     | \$4,000.00            | \$4,000.00     | \$4,000.00                       | \$4,000.00     |
|  | Subtotal Schedule A -   |      |         |                      | \$4,852,122.00 |                                     | \$4,166,500.00 |                       | \$4,356,000.00 |                                  | \$4,946,865.00 |
|  | Sales Tax (8.5%)  |      |         |                      | \$412,430.37   |                                     | \$354,152.50   |                       | \$370,260.00   |                                  | \$420,483.53   |
|  | Total Schedule A -  |      |         |                      | \$5,264,552.37 |                                     | \$4,520,652.50 |                       | \$4,726,260.00 |                                  | \$5,367,348.53 |
| Project - Schedule B: Crown Park Right of Way Improvements |   |      |         |                      |                |                                     |                |                       |                |                                  |                |
| ITEM NO  | DESCRIPTION   | QTY  | UNIT    | UNIT PRICE           | ENGRG TOTAL    | UNIT PRICE                          | CONTRACT TOTAL | UNIT PRICE            | CONTRACT TOTAL | UNIT PRICE                       | CONTRACT TOTAL |
| 1  | Tree protection, Erosion Control, and Water Pollution Control   | 1    | LS      | \$4,500.00           | \$4,500.00     | \$6,000.00                          | \$6,000.00     | \$10,000.00           | \$10,000.00    | \$38,644.00                      | \$38,644.00    |
| 2  | Contractor Construction Survey  | 1    | LS      | \$15,000.00          | \$15,000.00    | \$10,000.00                         | \$10,000.00    | \$15,000.00           | \$15,000.00    | \$11,200.00                      | \$11,200.00    |
| 3  | Trench Safety System (Min. bid \$4000)  | 1    | LS      | \$4,000.00           | \$4,000.00     | \$4,000.00                          | \$4,000.00     | \$4,000.00            | \$4,000.00     | \$4,000.00                       | \$4,000.00     |
| 4  | Solid Rock Excavation, Incl. Haul   | 5    | CY      | \$250.00             | \$1,250.00     | \$700.00                            | \$3,500.00     | \$500.00              | \$2,500.00     | \$725.00                         | \$3,625.00     |
| 6  | Furnish and Install Right of Way Improvements (remainder of scope not covered in other line items)      | 1    | LS      | \$35,400.00          | \$35,400.00    | \$40,000.00                         | \$40,000.00    | \$60,000.00           | \$60,000.00    | \$26,000.00                      | \$26,000.00    |
| 7  | Curbs, Ramps, and Tactile warming surface   | 1    | LS      | \$43,000.00          | \$43,000.00    | \$46,000.00                         | \$46,000.00    | \$40,000.00           | \$40,000.00    | \$100,955.00                     | \$100,955.00   |
| 8  | Public sidewalk replacement   | 7200 | SF      | \$10.00              | \$72,000.00    | \$11.00                             | \$79,200.00    | \$6.00                | \$43,200.00    | \$13.00                          | \$93,600.00    |
| 9  | Asphalt and striping  | 1    | LS      | \$39,000.00          | \$39,000.00    | \$90,000.00                         | \$90,000.00    | \$30,000.00           | \$30,000.00    | \$140,890.00                     | \$140,890.00   |
| 10   | Minor Change (Min. bid \$4000)  | 1    | LS      | \$4,000.00           | \$4,000.00     | \$4,000.00                          | \$4,000.00     | \$4,000.00            | \$4,000.00     | \$4,000.00                       | \$4,000.00     |
|  | Subtotal Schedule B -   |      |         |                      | \$218,150.00   |                                     | \$282,700.00   |                       | \$208,700.00   |                                  | \$422,914.00   |
|  | Sales Tax - N/A   |      |         |                      | \$0.00         |                                     | \$0.00         |                       | \$0.00         |                                  | \$0.00         |
|  | Total Schedule B -  |      |         |                      | \$218,150.00   |                                     | \$282,700.00   |                       | \$208,700.00   |                                  | \$422,914.00   |
|  | BASE BID TOTAL A+B -  |      |         |                      | \$5,482,702.37 |                                     | \$4,803,352.50 |                       | \$4,934,960.00 |                                  | \$5,790,262.53 |
| Project - Schedule C: Crown Park Deductive Alternatives    |   |      |         |                      |                |                                     |                |                       |                |                                  |                |
| ITEM NO  | DESCRIPTION   | QTY  | UNIT    | UNIT PRICE           | ENGRG TOTAL    | UNIT PRICE                          | CONTRACT TOTAL | UNIT PRICE            | CONTRACT TOTAL | UNIT PRICE                       | CONTRACT TOTAL |
| A  | Delete Picnic Shelter from scope  | 1    | LS      | -\$96,000.00         | (\$96,000.00)  | (\$73,000.00)                       | (\$73,000.00)  | \$50,000.00           | \$50,000.00    | (\$80,000.00)                    | (\$80,000.00)  |
| B  | Reduce improvements in amphitheater   | 1    | LS      | -\$68,500.00         | (\$68,500.00)  | (\$116,500.00)                      | (\$116,500.00) | \$40,000.00           | \$40,000.00    | (\$45,000.00)                    | (\$45,000.00)  |
| C  | delete pickleball court from scope  | 1    | LS      | -\$131,000.00        | (\$131,000.00) | (\$90,000.00)                       | (\$90,000.00)  | \$90,000.00           | \$90,000.00    | (\$95,000.00)                    | (\$95,000.00)  |
| D  | Retain and update existing wall ball court  | 1    | LS      | \$10,000.00          | \$10,000.00    | \$4,000.00                          | \$4,000.00     | \$10,000.00           | \$10,000.00    | \$10,000.00                      | \$10,000.00    |



## CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue  
Camas, WA 98607

### 2024 City Facilities Stormwater Improvements

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and MacKay & Sposito, Inc., hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the **2024 City Facilities Stormwater Improvements**.
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **January 1<sup>st</sup>, 2025**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$196,408** under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A" (Scope of Services)** inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in **Exhibit "C"**.
  - b. The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant hereinafter "Work Product" in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.

All work product which may be produced or modified by the Consultant while performing the Services shall belong to the City, upon full payment of all monies owed to the Consultant under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to the City.

6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state and local laws, ordinances, and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials and employees, the Consultant's liability, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Consultant's Liability Insurance.
- a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
  - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
  - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
    1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has 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 he 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, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
  - Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)
  - Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)
  - Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)
  - Civil Rights Restoration Act of 1987  
(Public Law 100-259)
  - Americans with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)
  - 49 CFR Part 21
  - 23 CFR Part 200
  - 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 "D" attached hereto and by this reference made part of this Agreement, and shall include the attached Exhibit "D" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
- a. The Consultant, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
  2. Have not within a three-year period preceding this contract, 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 or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  3. 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 section; and
  4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Consultant is unable to certify to any of the statements in this contract, the Consultant shall attach an explanation to this contract.
  - c. The Consultant agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
  - d. The Consultant further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier Consultant certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. Where the lower tier Consultant is unable to certify to any of the statements in this contract, such Consultant shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the City for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Consultant represents and warrants that the Consultant is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Consultant further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books,

magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Consultant may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:  
 Justin Monsrud, Engineer III  
 City of Camas  
 616 NE 4th Avenue  
 Camas, WA 98607  
 PH: 360-817-7232  
 EMAIL: [jmonsrud@cityofcamas.us](mailto:jmonsrud@cityofcamas.us)

Notices to Consultant shall be sent to the following address:

Jason Irving  
 MacKay & Sposito, Inc.  
 18405 SE Mill Plain Blvd, Suite 100  
 Vancouver, WA 98683  
 PH:360-695-3411  
 EMAIL: [jirving@mackaysposito.com](mailto:jirving@mackaysposito.com)

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. If requested in writing by either the City or the Consultant, the City and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M office in



accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive but shall be cumulative with all other remedies available to the City at law or in equity.
26. 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 counterparts, which counterparts shall collectively constitute the entire Agreement.

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

CITY OF CAMAS:

MACKAY & SPOSITO, INC:  
Authorized Representative

By \_\_\_\_\_

By \_\_\_\_\_

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

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

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

EXHIBIT “A”  
SCOPE OF SERVICES

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## Exhibit A: Scope of Services

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# INTRODUCTION

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Thank you for selecting the MacKay Sposito team to partner with the City of Camas on the 2024 Facility Stormwater Improvements. The following outlines the scope of work.

## GENERAL PROJECT DESCRIPTION/BACKGROUND

The primary purpose of the 2024 Facility Stormwater Improvements project is to provide analysis and design for retrofitting of existing stormwater systems at three city-owned facility sites: the Public Works Operations Center, Fire Station 42, and Lacamas Lake Lodge. The work generally consists of reviewing storm system as-builts, evaluating existing storm system operation, performing hydrologic and hydraulic analysis, researching and evaluating possible alternatives, meeting with City Staff to review alternatives, preparing engineering plans, construction documents, technical specifications, and cost estimates for public bidding, and identification and procurement of all required regulatory permits needed for construction.

## PROJECT LOCATIONS AND DESCRIPTIONS:

### City of Camas Operations Center (1620 SE 8th Avenue Camas, WA 98607)

- Determine stormwater collection, treatment, and detention requirements at the Camas Operations Center, assuming a goal of converting the unfinished gravel parking areas and the existing above-ground stormwater facility to a structural HMA section.
- Enhance the existing stormwater system to better capture existing and expanded parking lot runoff. Review the existing stormwater facility for opportunity improvements to better overall water quality.
- Review the existing decant water processing system for the street sweeper, vactor, and equipment washdown against Department of Ecology (DOE) water quality requirements. Install a pre-treatment system and ensure system capacity meets current and near-term needs. Improve maintainability of the overall system for City Operation Staff.

### City of Camas Fire Station 42 (4321 NW Parker Street Camas, WA 98607)

- Review existing storm system as-builts and facilities to determine the efficacy of the current system. Consider how the existing system should be modified or enhanced to facilitate improved water quality, operation, and ease of maintenance. This includes existing swales, ponds, culverts, and open channels.
- Direct existing facilities parking lot sheet flow runoff into a filter vault or other appropriate treatment train meeting pretreatment requirements per City and DOE requirements, including phosphorus treatment, before entering/exiting the existing detention ponds.
- Retrofit, modify, and/or expand existing fuel containment systems for vehicle fueling and fire department practice burns.

- Improve site drainage within landscape areas to reduce localized flooding during heavy rains.

**City of Camas Lacamas Lake Lodge (227 NW Lake Road Camas, WA 98607)**

- Review as-builts and existing conveyance swales and treatment facilities related to required capacity and treatment, understanding that Lacamas Lake requires phosphorus treatment.
- Provide assessment and design recommendations for site drainage to direct runoff to the storm facility and eliminate areas of standing water within the parking lot, swales, and open channels.
- Provide other recommendations related to plantings, ease of maintenance, or other stormwater improvements.

**General Assumptions**

1. Consultant notice to proceed on or around April 18, 2024
2. Six months to complete the scope of work identified below.
3. See tasks for specific task-related assumptions and exclusions.
4. 2024 Stormwater Management Manual for Western Washington (SWMMWW) requirements will be utilized for all stormwater analysis and design.
5. City of Camas design requirements and standards apply.
6. All submittals will be made electronically with no paper copies.
7. A stakeholder/advisory committee will not be created or engaged with, and public outreach will not be completed as part of the project due to the relatively smaller project size and lower level of public impact.
8. Final plans, specifications, and estimate of probable construction cost are included in this scope for Fire Station 42 and Lacamas Lake Lodge. The scope includes analysis and assessment for the Public Works Operations Center to determine feasibility and design options but does not include detailed design or associated specifications or estimates of probable construction cost.

**Exclusions**

1. Electrical engineering
2. Arborist services
3. Structural engineering
4. Land surveying (separate scope and fee to be provided following conceptual design and determination of anticipated improvements)

# SCOPE OF WORK

City of Camas  
2024 Facility Stormwater Improvements

## 1.0 PROJECT MANAGEMENT

### 1.1 PROJECT ADMINISTRATION

- Prepare monthly invoices and progress reports to accompany invoicing. Reports will include a budget summary, tasks completed within the invoicing period, and the schedule status of critical tasks.

### 1.2 PROJECT SCHEDULING

- Prepare and submit an activities list and schedule to the City following the Notice to Proceed. The schedule will show appropriate milestones, including intermediate and final submittal dates for design documents and key decision points.
- Provide up to (2) updates to the schedule to reflect project milestones and timeline changes.

### 1.3 PROJECT TEAM MEETINGS

- Schedule, prepare agendas and minutes (including task log updates), and lead bi-weekly project team meetings with the City. This task includes a project kick-off meeting, bi-weekly progress meetings, and review meetings at each submittal phase.
- Organize and hold project coordination meetings with key project team members and representatives from the City of Camas and other agencies as needed. These meetings shall have specific agendas addressing and resolving project issues as they are encountered.

| Meeting Schedule                        |           |                                  |  |           |
|---|-----------|----------------------------------|--|-----------|
| Type                                    | Format    | Frequency/<br>Duration           | Participants                             | #<br>Mtgs |
| Kick Off Meeting                        | Virtual   | Once, 1hr                        | PM, Deputy PM, QA/QC Lead                | 1         |
| Client Progress / Coordination Meetings | Virtual   | As needed (see assumptions), 1hr | PM, Deputy PM, 1 additional staff member | 6         |
| Consultant Team Meetings                | TBD       | Bi-Weekly, 1hr                   | As needed                                | 7         |
| Site Visit                              | In-Person | Once, 3hr                        | PM, Deputy PM, 1 additional staff member | 1         |
| Council Presentations                   | In-Person | Twice, 2hr                       | PM, Deputy PM                            | 2         |
| Design Submittal Review Meetings        | Virtual   | 30/60/100 Design Submittals, 1hr | PM, Deputy PM, QA/QC Lead                | 3         |

#### 1.4 GENERAL COORDINATION

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- General coordination with the city and consultant team (emails, phone calls, etc.)

#### DELIVERABLES

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- *Monthly Invoices and Progress Reports*
- *Baseline Project Schedule and Updates*
- *Meeting Agendas, Minutes, and Task Log Updates*

### 2.0 PUBLIC WORKS OPERATIONS CENTER

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#### 2.1 PREVIOUS ENGINEERING DESIGNS/DOCUMENT REVIEW AND EVALUATION

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- Review previous designs, CAD drawings, and stormwater calculations and reports. Evaluate and use the available data in the proposed design.
- Conduct one site visit with the design team and the City to discuss desired site improvements and confirm any site constraints.

#### 2.2 30% VACTOR DECANT FACILITY DESIGN

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- Review existing facility use and equipment in detail.
- Confirm wastewater discharge requirements.
- Identify alternatives for facility upgrade or replacement, including
  - Pretreatment to capture sediments and debris for pump protection.
  - Selection of appropriate pump for disposal of resulting decant water.
  - Opportunity improvements for operations and maintenance of the facility.
- Prepare Preliminary Design Drawings, Estimate of Probable Construction Cost and Technical Memorandum.

#### 2.3 60% VACTOR DECANT FACILITY DESIGN

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- Prepare civil and pump design, plans, and details for decant wastewater pretreatment and handling facility based on the City's preferred alternative.
- Prepare draft Project Specifications.
- Prepare 60% Construction Cost Estimate.
- Review Plans and Specifications with City staff.

#### 2.4 100% VACTOR DECANT FACILITY DESIGN

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- Revise and complete detailed treatment & pump installation plans and specifications based on feedback received from City staff.
- Provide guidance for electrical work (no engineering anticipated for this task)
- Finalize Estimate of Probable Construction Cost.

## 2.5 SITE IMPROVEMENTS FEASIBILITY ANALYSIS

- Perform a feasibility analysis of designing and permitting additional desired site improvements, as listed below:
  - Convert existing gravel parking areas to structural HMA
    - Examine increasing usable space for operation staff, including reconfiguration of surface stormwater pond to underground stormwater vault
  - Enhance the existing stormwater system to better capture existing and expanded parking lot runoff.
  - Enhance the existing stormwater system to comply with current stormwater runoff treatment requirements.
  - Planning level construction cost for each item identified above.
- Prepare a feasibility analysis memorandum summarizing MacKay Sposito's findings and recommendations.

## DELIVERABLES

- 30%, 60%, and 100% Vactor Facility Improvements Design Plans
- 30%, 60%, and 100% Estimates of Probable Construction Cost
- Draft Project Specifications
- Final Project Specifications
- Draft Technical Memorandum
- Final Technical Memorandum
- Site Improvements Feasibility Analysis Memorandum

## ASSUMPTIONS

- No electrical design is anticipated. The vactor facility power supply will be designed & installed by the contractor's electrician based on the power requirements of the pump & controls.
- Pumps will continue to be float-controlled, probably using integrated floats similar to those on the eOne pump currently in place.
- No structural engineering design or geotechnical work is anticipated.

## 3.0 FIRE STATION 42

### 3.1 PREVIOUS ENGINEERING DESIGNS/DOCUMENT REVIEW AND EVALUATION

- Review previous designs, CAD drawings, and stormwater calculations and reports. Evaluate and use the available data in the proposed design.
- Conduct one site visit with the design team and the City to discuss desired site improvements and confirm any site constraints.

### 3.2 30% DESIGN

- Prepare a base drawing showing existing features to remain, including hard surface areas, stormwater facilities, and other relevant features.
- Prepare a preliminary design base map based on desired site improvements and site constraints. Desired site improvements consist of:



- Add additional curb cuts along the eastern edge of the parking lot and improve rock splash pads to address flooding concerns.
- Add three phosphorus runoff treatment facilities, one at the downstream end of each conveyance swale (upstream of the stormwater ponds)
- Extend the containment berm for the fueling station area
- Replace existing fuel tank
- Add runoff capture facility(ies) (e.g. trench drain) along the down-gradient edge of the test burn area.
- Add runoff capture and treatment facility(ies) (e.g. trench drain and oil/water separator) at the down-gradient edge of the large driveway.
- Develop a 30% engineering plan set for the City's review. Plan set sheets will include:
  - Cover
  - General Notes
  - Demolition and Erosion Control Plan
  - Site Improvements Plan
  - Details
- Prepare 30% Estimate of Probable Construction Cost.
- Perform preliminary calculations for initial sizing of proposed runoff capture and treatment facilities.

### 3.3 60% DESIGN

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- Incorporate review comments from 30% Design.
- Prepare a 60% engineering plan set for the City's review. Plan set sheets will include:
  - Cover
  - General Notes
  - Demolition and Erosion Control Plan
  - Site Improvements Plan
  - Details
- Prepare draft Project Specifications.
- Prepare 60% Estimate of Probable Construction Cost.
- Refine calculations for sizing of proposed runoff capture and treatment facilities.
- Prepare a draft Stormwater Report in accordance with the 2024 SWMMWW. The draft report will include a table of contents, project narrative, lists of figures, tables, and appendices, and preliminary stormwater calculations.

### 3.4 100% DESIGN

---

- Incorporate review comments from 60% Design.
- Prepare a 100% engineering plan set for the City's review and approval. Plan set sheets will include:
  - Cover
  - General Notes
  - Demolition and Erosion Control Plan
  - Site Improvements Plan
  - Existing Pond and Open Channel Maintenance
  - Details

- Prepare final Project Specifications.
- Prepare 100% Estimate of Probable Construction Cost.
- Perform final calculations for sizing of stormwater facilities.
- Prepare a final Stormwater Report in accordance with the 2024 SWMMWW.
- Prepare a Construction Stormwater Pollution Prevention Plan (SWPPP) in accordance with the 2024 SWMMWW.

#### **DELIVERABLES**

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- 30%, 60%, and 100% Site Improvement Plans
- 30%, 60%, and 100% Estimates of Probable Construction Cost
- Draft Project Specifications
- Final Project Specifications
- Draft Stormwater Report
- Final Stormwater Report
- Final Construction SWPPP

#### **ASSUMPTIONS**

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- The project will not trigger stormwater Flow Control requirements.
- Less than 1 acre of land will be disturbed on the Fire Station 42 site as a result of the project, so a Construction Stormwater General Permit through the Washington State Department of Ecology will not be required.

### **4.0 LACAMAS LODGE**

#### **4.1 PREVIOUS ENGINEERING DESIGNS/DOCUMENT REVIEW AND EVALUATION**

---

- Review previous designs, CAD drawings, and stormwater calculations and reports. Evaluate and use the available data in the proposed design.
- Conduct one site visit with the design team and the City to discuss desired site improvements, confirm site constraints, and collect rough field measurements for key design elements.

#### **4.2 MAINTENANCE AND IMPROVEMENT RECOMMENDATIONS**

---

- Perform a site analysis to determine appropriate maintenance and improvement activities, including:
  - Improve rock splash pads at curb cuts to address flooding concerns.
  - Replace existing Contech ZPG media cartridges with Contech Phosphosorb media cartridges.
  - Perform maintenance of existing conveyance swale and inlet structure.
- Prepare a memorandum summarizing MacKay Sposito's findings and recommended maintenance and improvement activities for the site.

#### **4.3 STORMWATER ANALYSIS**

---

- Prepare a base drawing showing existing features to remain, including hard surface areas, stormwater facilities, and other relevant features.

- Perform hydrologic and hydraulic calculations to analyze the existing stormwater system and facilities to identify potential deficiencies.
- Perform calculations to determine the quantity and size of proposed Contech Phosphosorb media cartridges to meet the requirements of the 2024 SWMMWW.
- Prepare a Stormwater Analysis Memorandum summarizing the stormwater calculations, results, and recommendations.

#### **DELIVERABLES**

- *Maintenance and Improvements Recommendations Memorandum*
- *Stormwater Analysis Memorandum*

#### **ASSUMPTIONS**

- The project will not trigger stormwater Flow Control requirements.
- Less than 1 acre of land will be disturbed on the Fire Station 42 site as a result of the project, so a Construction Stormwater General Permit through the Washington State Department of Ecology will not be required.

### **5.0 ENVIRONMENTAL EVALUATION AND PERMITTING**

#### **5.1 SHORELINE AND CRITICAL AREA DOCUMENTATION**

- Conduct a wetland and fish and wildlife habitat critical areas assessment within the Fire Station 42 project footprint. Up to two wetland functional assessments will be prepared to document the category of wetlands. In addition, fish and wildlife habitat critical areas (snags, Oregon white oak, sensitive species) present on the site will be documented.
- Consultant shall prepare a joint wetland and fish and wildlife habitat critical areas report. Wetlands and waters boundaries will be flagged and GPSed in the field. A single-day field effort is included.
- Prepare a SEPA checklist for Fire Station 42.
- Coordinate with project engineers to avoid impacts to wetlands and waters. Prepare a mitigation plan for impacts to buffers. All mitigation will be conducted onsite or at the Terrace mitigation bank; off-site selection is not included. The mitigation plan will include delineation of the mitigation footprint, plant selection and quantities, and monitoring/maintenance schedule.
- Coordination with City planners to reduce the documentation requirements for work conducted within the Lacamas Lake shoreline jurisdiction. All work is expected to fall under the shoreline maintenance exemption.

#### **DELIVERABLES**

- *Wetland/waters and fish and wildlife habitat conservation areas boundary data*
- *SEPA checklist*
- *Critical Areas Report/Mitigation Plan*

## ASSUMPTIONS

- All project impacts will be temporary and restored post-construction; direct wetland or water impacts are not included.
- The Project qualifies for a maintenance exemption from a USACE 404 permit as defined in § 323.4.
- USACE and Ecology permitting up to and including permanent stormwater impacts are not included.
- No impacts outside of existing pavement areas will occur at the Public Works Operations Center; no permitting or field delineation is included at this site.
- Only minor maintenance to existing stormwater facilities at the Lacamas Lodge will occur.
- All documentation will be submitted to the City planning department in other tasks in this scope.
- The City will pay all review fees.
- All landowner entry permissions and notifications will be obtained by others.
- A single field effort is included.
- A resource-grade GPS unit will be used to collect boundary data. Every attempt will be made to collect data to less than 3-foot accuracy; however, guarantees of this accuracy cannot be made due to site and satellite conditions beyond our control.
- Up to 8 hours of coordination time and/or a site visit with Ecology/USACE are included to confirm the status of temporary impacts and permit exemptions.
- Scope does not include preparing a SEPA checklist for Lacamas Lodge or any shoreline exemption documentation for Lacamas Lodge.

## 6.0 CONTINGENCY TASKS

- Topographic Survey

## 7.0 CITY DELIVERABLES TO THE CONSULTANT

### 7.1 SAMPLE PROJECTS

- The City will provide copies of recent sample City Projects (including Plans, Specifications, and Estimate), design guidelines, and standard Special Provisions. The City will also provide electronic files of title blocks, ortho and aerial drawings and applicable standard details.

### 7.2 PROJECT COORDINATION

- 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.

### 7.3 PAVEMENT DESIGN

- The City will provide the consultant with proposed pavement sections.

#### **DELIVERABLES**

- *Sample projects*
- *Project Coordination*
- *Pavement type & structural sections selection*

EXHIBITS

**EXHIBIT B: COST FOR SCOPE OF SERVICES**

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**EXHIBIT C: BILLING RATES**

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EXHIBIT “B”  
COSTS FOR SCOPE OF SERVICES

Exhibit B: Scope of Services

| Project Name: Facility Stormwater Improvements- City of Camas<br>Project Manager: Jason Irving<br>MSi Job No.: 24-001<br>Client Job No.:<br>Date: 04/09/2024 |   | MacKay Sposito, Inc.         |                          |                  |                        |                  |                       |             |              |                          |                         |                                 |                               |                        |             |                     |
|--|---|------------------------------|--------------------------|------------------|------------------------|------------------|-----------------------|-------------|--------------|--------------------------|-------------------------|---------------------------------|-------------------------------|------------------------|-------------|---------------------|
|  |   | ESTIMATED HOURS AND EXPENSES |                          |                  |                        |                  |                       |             |              |                          |                         |                                 |                               |                        |             | Total Budget Amount |
|  |   | Project Accountant           | Administrative Assistant | Principal/Sr. PM | Project Manager Design | Project Engineer | Design Technician III | Engineer I  | Engineer III | Environmental Manager II | Environmental Manager I | Natural Resource Specialist III | Natural Resource Specialist I | GIS Mapping Specialist | Expenses    |                     |
| 1.0 - Project Management   | 1.1 - Project Administration                                      | 3.00                         | 3.00                     |                  | 10.00                  |                  |                       |             |              |                          |                         |                                 |                               |                        | \$2,922.00  | \$2,922.00          |
|  | 1.2 - Project Scheduling  |                              |                          | 2.00             | 4.00                   |                  |                       |             |              |                          |                         |                                 |                               |                        | \$1,428.00  | \$1,428.00          |
|  | 1.3 - Project Team Meetings                                       |                              |                          | 30.00            | 40.00                  | 4.00             |                       |             |              |                          |                         |                                 |                               |                        | \$17,908.00 | \$17,908.00         |
|  | 1.4 - General Coordination  |                              |                          | 8.00             | 14.00                  | 4.00             |                       |             |              |                          |                         |                                 |                               |                        | \$6,088.00  | \$6,088.00          |
|  | Subtotal  |                              |                          |                  |                        |                  |                       |             |              |                          |                         |                                 |                               |                        | \$28,346.00 | \$28,346.00         |
| 2.0 - Public Works Operations Center   | 2.1 - Previous Engineering Designs/Document Review and Evaluation |                              | 1.00                     | 4.00             | 7.00                   | 7.00             |                       |             |              |                          |                         |                                 |                               |                        | \$4,160.00  | \$4,160.00          |
|  | 2.2 - 30% Vactor Decant Facility Design                           |                              |                          |                  | 9.00                   | 12.00            | 11.00                 |             |              |                          |                         |                                 |                               |                        | \$5,996.00  | \$5,996.00          |
|  | 2.3 - 60% Vactor Decant Facility Design                           |                              |                          |                  | 8.00                   | 26.00            | 16.00                 |             |              |                          |                         |                                 |                               |                        | \$9,348.00  | \$9,348.00          |
|  | 2.4 - 100% Vactor Decant Facility Design                          |                              | 1.00                     |                  | 5.00                   | 25.00            | 10.00                 |             |              |                          |                         |                                 |                               |                        | \$7,716.00  | \$7,716.00          |
|  | 2.5 - Site Improvements Feasibility Analysis                      |                              |                          | 8.00             | 20.00                  | 14.00            |                       | 16.00       | 40.00        |                          |                         |                                 |                               |                        | \$18,300.00 | \$18,300.00         |
| Subtotal   |   |                              |                          |                  |                        |                  |                       |             |              |                          |                         |                                 |                               |                        | \$45,520.00 | \$45,520.00         |
| 3.0 - Fire Station 42  | 3.1 - Previous Engineering Designs/Document Review and Evaluation |                              |                          | 2.00             | 4.00                   | 4.00             |                       |             | 4.00         |                          |                         |                                 |                               |                        | \$2,908.00  | \$2,908.00          |
|  | 3.2 - 30% Design  |                              |                          | 6.00             | 24.00                  | 24.00            | 24.00                 | 30.00       | 40.00        |                          |                         |                                 |                               |                        | \$26,076.00 | \$26,076.00         |
|  | 3.3 - 60% Design  |                              |                          | 8.00             | 26.00                  | 16.00            | 24.00                 | 40.00       | 40.00        |                          |                         |                                 |                               |                        | \$26,816.00 | \$26,816.00         |
|  | 3.4 - 100% Design   |                              |                          | 8.00             | 30.00                  | 26.00            | 18.00                 | 40.00       | 30.00        |                          |                         |                                 |                               |                        | \$27,132.00 | \$27,132.00         |
|  | Subtotal  |                              |                          |                  |                        |                  |                       |             |              |                          |                         |                                 |                               |                        | \$82,932.00 | \$82,932.00         |
| 4.0 - Lacamas Lodge  | 4.1 - Previous Engineering Designs/Document Review and Evaluation |                              |                          | 2.00             | 4.00                   | 4.00             |                       |             |              |                          |                         |                                 |                               |                        | \$2,236.00  | \$2,236.00          |
|  | 4.2 - Maintenance and Improvement Recommendations                 |                              |                          | 6.00             | 10.00                  | 12.00            |                       |             |              |                          |                         |                                 |                               |                        | \$6,276.00  | \$6,276.00          |
|  | 4.3 - Stormwater Analysis   |                              |                          |                  | 10.00                  | 8.00             |                       | 16.00       |              |                          |                         |                                 |                               |                        | \$5,952.00  | \$5,952.00          |
|  | Subtotal  |                              |                          |                  |                        |                  |                       |             |              |                          |                         |                                 |                               |                        | \$14,464.00 | \$14,464.00         |
| 5.0 - Environmental Evaluation and Permitting  | 5.1 - Shoreline and Critical Area Documentation                   |                              |                          |                  |                        |                  |                       |             |              | 40.00                    | 7.00                    | 46.00                           | 77.00                         | 4.00                   | \$25,146.00 | \$25,146.00         |
|  | Subtotal  |                              |                          |                  |                        |                  |                       |             |              |                          |                         |                                 |                               |                        | \$25,146.00 | \$25,146.00         |
| HOURS  |   | 3.00                         | 5.00                     | 84.00            | 225.00                 | 186.00           | 103.00                | 142.00      | 154.00       | 40.00                    | 7.00                    | 46.00                           | 77.00                         | 4.00                   |             |                     |
| RATE   |   | \$148.00                     | \$106.00                 | \$282.00         | \$216.00               | \$202.00         | \$148.00              | \$136.00    | \$168.00     | \$196.00                 | \$174.00                | \$142.00                        | \$116.00                      | \$156.00               |             |                     |
| TOTAL  |   | \$444.00                     | \$530.00                 | \$23,688.00      | \$48,600.00            | \$37,572.00      | \$15,244.00           | \$19,312.00 | \$25,872.00  | \$7,840.00               | \$1,218.00              | \$6,532.00                      | \$8,932.00                    | \$624.00               | \$0.00      | \$196,408.00        |

\$196,408.00

EXHIBIT “C”  
BILLING RATES



**EXHIBIT C: BILLING RATES**

Vancouver Office

18405 SE Mill Plain Boulevard, Suite 100 Vancouver, WA 98683  
360.695.3411 www.mackaysposito.com**2024 HOURLY RATE SCHEDULE****Southern Washington**

|                             | <b><u>Regular</u></b> |   | <b><u>Regular</u></b> |
|-----------------------------|-----------------------|---|-----------------------|
| Senior Principal            | \$346.00              | Administrative Assistant                      | \$106.00              |
| Principal                   | \$282.00              | Clerical                                      | \$94.00               |
| Engineering Manager         | \$240.00              | Survey Manager                                | \$220.00              |
| Project Engineer            | \$202.00              | Project Manager – Survey                      | \$198.00              |
| Engineer IV                 | \$186.00              | Land Surveyor IV                              | \$178.00              |
| Engineer III                | \$168.00              | Land Surveyor III                             | \$164.00              |
| Engineer II                 | \$156.00              | Land Surveyor II                              | \$156.00              |
| Engineer I                  | \$136.00              | Land Surveyor I                               | \$144.00              |
| Project Manager – Design    | \$216.00              | Survey Technician IV                          | \$144.00              |
| Project Controls Manager    | \$244.00              | Survey Technician III                         | \$126.00              |
| Contract Administrator      | \$182.00              | Survey Technician II                          | \$118.00              |
| Project Coordinator II      | \$144.00              | Survey Technician I                           | \$106.00              |
| Project Coordinator I       | \$132.00              | Survey Aid                                    | \$84.00               |
| Design Technician IV        | \$160.00              | Survey Party Chief                            | \$156.00              |
| Design Technician III       | \$148.00              | Survey Party Chief – <b>Out of Town</b>       | \$161.00              |
| Design Technician II        | \$140.00              | Survey Instrument Person                      | \$110.00              |
| Design Technician I         | \$118.00              | Survey Instrument Person – <b>Out of Town</b> | \$115.00              |
| Landscape Manager           | \$206.00              | GIS Mapping Specialist                        | \$156.00              |
| Project Manager – Landscape | \$178.00              | GIS Mapping Specialist II                     | \$164.00              |
| Landscape Architect II      | \$160.00              | Public Involvement Associate/Mgr.             | \$164.00              |
| Landscape Architect I       | \$140.00              | Public Involvement Coordinator                | \$110.00              |
| Landscape Designer III      | \$132.00              | Creative Designer                             | \$106.00              |
| Landscape Designer II       | \$122.00              | Stormwater Analyst                            | \$144.00              |
| Landscape Designer I        | \$110.00              | Environmental Manager II                      | \$196.00              |
| Land Development Manager    | \$252.00              | Environmental Manager I                       | \$174.00              |
| Planning Manager            | \$228.00              | Environmental Principal                       | \$155.00              |
| Project Manager – Planning  | \$200.00              | Environmental Supervisor                      | \$125.00              |
| Senior Planner              | \$182.00              | Environmental Stormwater Vac Operator         | \$125.00              |
| Planner IV                  | \$176.00              | Environmental Stormwater Vac Crew             | \$115.00              |
| Planner III                 | \$168.00              | Environmental Crew Lead                       | \$105.00              |
| Planner II                  | \$146.00              | Environmental Maintenance Technician          | \$95.00               |
| Planner I                   | \$132.00              | Environmental Administrative                  | \$100.00              |
| Planning Technician         | \$126.00              | Natural Resource Specialist IV                | \$156.00              |
| Land Development Assistant  | \$106.00              | Natural Resource Specialist III               | \$142.00              |
| Accounting Manager          | \$216.00              | Natural Resource Specialist II                | \$126.00              |
| Project Accountant          | \$148.00              | Natural Resource Specialist I                 | \$116.00              |
| Administrative Manager      | \$148.00              | UAV Pilot                                     | \$160.00              |

The above rates cover salaries, overhead and profit. All other materials and expenses will be billed on an actual cost plus 10% basis. Overtime rates will be 1.5 times unless otherwise negotiated. These rates will be adjusted annually or as necessary to reflect market conditions. Sub-Consultants costs will be on actual cost plus 10% to compensate MacKay Sposito for Business Occupation Tax and administrative costs.

Per diem rates for travel within the continental United States will be billed in accordance with the rates published by the Office of Governmentwide Policy, General Services Administration (GSA) for the applicable fiscal year. Mileage will be billed in accordance with standard mileage rates published by the Internal Revenue Service.

Engineering categories are in accordance with ASCE Classifications. Rates detailed above do not apply to Federal or State contracts with specific Wage Determinations or mandated prevailing wage/fringe benefits minimum.

## EXHIBIT “D”

### TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree 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. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
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 of the grounds of race, color, sex, or national origin.
4. **Information and Report:** 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 AGENCY, 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, STATE or 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 the AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, 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 AGENCY, STATE, 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 and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

The United States Department of Transportation  
Appendix A of the  
Standard Title VI/ Non-Discrimination Assurances  
DOT Order No. 1050.2A

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subConsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subConsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, Age, disability, income-level or LEP.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subConsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation  
Appendix E of the  
Standard Title VI/ Non-Discrimination Assurances  
DOT Order No. 1050.2A

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat.252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21.
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
  - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## ~ PROCLAMATION ~

WHEREAS, during Asian American, Native Hawaiian, and Pacific Islander Heritage Month, our City recognizes the innumerable contributions and vibrant cultures of the AA and NHPI communities; and

WHEREAS, the AA and NHPI communities have worked and lived in Washington and the City of Camas and have played a part in the rich cultural heritage of this area, and our community, while touching the lives of Camasonians every day; and

WHEREAS, these communities are an integral part of the beautiful diversity of the state of Washington, with more than 700,000 individuals making this group one of the fastest-growing in the state; and

WHEREAS, Asian American, Native Hawaiian, and Pacific Islander Heritage Month provides the opportunity to educate the public on the role of these communities in American history and celebrate the advancement of civil rights and equal opportunity for all people of this state; and

WHEREAS, this month allows us to recommit ourselves to building a community in which every Camasonian — regardless of who they are, where they come from, or what they look like, has an equal opportunity to thrive;

NOW THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim May 2024, as:

### ***“Asian American, Native Hawaiian and Pacific Islander Heritage Month”***

in the City of Camas and encourage all citizens to observe, celebrate, and honor our Asian American, Native Hawaiian, and Pacific Islanders this month and throughout the year.

In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 20<sup>th</sup> day of May 2024.

---

Steve Hogan, Mayor



## ~ PROCLAMATION ~

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, water resources, streets and highways, public buildings, and solid waste collection; and

WHEREAS, the health, safety, and comfort of the City of Camas community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works managers and staff; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

WHEREAS, the City of Camas currently has close to 70 hardworking individuals serving the City of Camas community who take pride in providing the highest levels of services given the resources available;

NOW THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim the week of May 19-25, 2024, as:

### ***“National Public Works Week”***

in the City of Camas and urge all citizens to acquaint themselves with the issues involved in providing our public works and to recognize the contributions that City of Camas public works managers and staff make daily to our health, safety, comfort, and quality of life.

In witness whereof, I have set my hand  
and caused the seal of the City of Camas  
to be affixed this 20<sup>th</sup> day of May 2024.

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Steve Hogan, Mayor

## ORDINANCE NO. 24-008

AN ORDINANCE amending Section 12.34.050 of the Camas municipal code relating to unlawful camping and storage of personal property on public property.

THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

## Section I

Subsection A of Camas Municipal Code Section 12.34.050 is hereby amended to provide as follows:

- A. A violation of CMC 12.34.030 shall be enforced at all times within two hundred feet of the nearest edge of the Columbia River, Washougal River, Lacamas Lake, Lacamas Creek, and Round Lake; within any part of Crown Park, Forest Home Park, Dorothy Fox Park, Grass Valley Park, and Prune Hill Sports Park; within two hundred feet of any play or sports field, playground equipment, or picnic areas or shelters within any other designated city park; or within any wildfire impact area.

## Section II

This ordinance shall take force and be in effect five (5) days from and after its publication according to law.

PASSED by the Council and APPROVED by the Mayor this 20<sup>th</sup> day of May, 2024.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney