



City Council Workshop Agenda - AMENDED
Monday, March 21, 2022, 4:30 PM
Council Chambers 616 NE 4th Avenue

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 Participate Remotely:

OPTION 1 - Video & Audio *(able to public comment)*

Use Zoom app and Meeting ID – 912 0418 1625 or click <https://zoom.us/j/91204181625>

OPTION 2 - Audio-only *(able to public comment)*

By phone: 877-853-5257, Meeting ID - 912 0418 1625

OPTION 3 Observe video & audio *(no public comment)*

Go to www.cityofcamas.us/meetings and click "Watch Livestream *(left on page)*

For Public Comment:

In Zoom app click Raise Hand icon or by phone, hit *9 to "raise hand"

Or, email to publiccomments@cityofcamas.us (400 word limit); routes to Council

If you have difficulty accessing the meeting, please call 360-817-7901 for assistance.

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

SPECIAL PRESENTATION

1. Recognition of 35-Year Anniversary for Ed Senchyna, Senior Grounds Worker
Presenter: Steve Wall, Public Works Director

WORKSHOP TOPICS

2. [Camas-Washougal Community Chest Presentation](#)
[Presenters: Dave Pinkernell, Director and Joelle Scheldorf, Director](#)
[Time Estimate: 15 minutes](#)
3. [Downtown Zone Water Reservoir Siting Analysis Professional Services Agreement](#)
[Presenter: James Carothers, Engineering Manager](#)
[Time Estimate: 5 Minutes](#)

4. [Ostenson Canyon Stormwater and Roadway Repair Professional Services Agreement Amendment 3](#)
[Presenter: James Carothers, Engineering Manager](#)
[Time Estimate: 5 minutes](#)

5. [2022 Spring Omnibus Budget Presentation](#)
[Presenters: Debra Brooks, Financial Analyst, Cathy Huber Nickerson, Finance Director](#)

6. [Watershed Alliance of Southwest Washington Grant Agreement](#)
[Presenter: Steve Wall, Public Works Director](#)
[Time Estimate: 10 minutes](#)

7. Staff Miscellaneous Updates
Presenter: Jeff Swanson, Interim City Administrator
Time Estimate: 10 minutes

COUNCIL COMMENTS AND REPORTS

PUBLIC COMMENTS

ADJOURNMENT

HELPING LOCAL CHARITIES THRIVE





Our History



"1. To promote the welfare of the community of the cities of Camas and Washougal, Washington, to solicit, collect and otherwise raise money for patriotic, war, charitable, philanthropic or other benevolent purposes, and to expend, distribute, disburse and otherwise handle, invest and dispose of the same for such purposes; to relieve existing philanthropic and civic organizations from the necessity of making separate appeals and collections, thereby enabling beneficiary organizations to more effectively carry on the work they are organized to do."

**APPROVED
AND FILED**

SEP 28 1956
EARL COE
SECRETARY OF STATE
BY Ray Neoman
Assistant Secretary of State

585



Filed for record in the office of the Secretary of State February 26, 1946 at 9:56 o'clock A. M. Recorded in Book 347 Page 202-05
Domestic Corporations
Belle Reeves
Secretary of State.
Filed at request of _____
John D. Currie, Atty.
Camas, Washington

Item 2.

ARTICLES OF INCORPORATION ** Page three
IN WITNESS WHEREOF we, the undersigned incorporators, have hereunto set our hands this 25th day of February, A.D. 1946
Dr. G. K. Harris
Arlomond Egas
Margie S. Howard

RICHARD LAWTON and HUGH A. KNAPP, each being first duly sworn on oath, depose and say: That they are respectively the President and Treasurer of Camas Community Chest, Inc.; that on September 25, 1956, at a meeting of the members of said corporation, notice of which was given in compliance with the By-Laws thereof, the above and foregoing Resolution was duly passed and the amendments to said Articles of Incorporation were unanimously adopted by the members of said corporation present at said meeting.

Richard E. Lawton
Hugh A. Knapp



Mission Statement:

A philanthropic organization providing grants to local charitable organizations to improve the welfare of our community.

WHAT WE DO

We collect donations from individuals and businesses and distribute them to nonprofits providing services in our community.

WHERE & WHY?

We advance the welfare of Camas & Washougal by funding grants across a range of needs:

- poverty, hunger, homelessness*
- schools and education*
- health, welfare, special needs*
- natural resource conservation*
- crisis and emergency services*
- civic, culture, arts, history*
- diversity, equity, and inclusivity*

Last year, your donations helped the C-W Community Chest distribute **\$128,000** in grants to **28 local agencies**, providing over **19,500** individual services, including:

- **25,175** meals were prepared and delivered to **201** seniors by **Meals on Wheels People**
- **3,744** food bags were distributed to **178** families by the **Inter-Faith Treasure House**
- **520** children and **195** teens participated in the Summer Reading Program at the Camas Public Library sponsored by the **Friends and Foundation of the Camas Library**



Our grant to Camas Farmers Market **Produce Pals:**

- Provides Youth with engaging educational activities covering nutrition, farm practices, science of gardening, healthy living and caring for plants.
- Also used to match SNAP benefits for low-income residents.



Our grant to **West Columbia Gorge Humane Society** provides:

- Programs designed to keep pets and people together during times of hardship, crisis or emergency.
- A pet food pantry, temporary pet boarding, impound fee relief, and emergency veterinary care.
- Enabling people in crisis to retain their pet.
- For people in crisis, pets provide unconditional love, companionship, improved health, stress reduction, and well-being.



Our grant to the Camas and Washougal **Principal's Checkbook** provides:

- Principals in the CSD and WSD with funds to help students in financial need have access to activities, services, or materials necessary for a well-rounded, quality education.
- Principals and teachers can pay for clothes, shoes, activity fees, head lice treatment, or emergency medical treatment deemed necessary by the school's principal to help ensure equitable education for students in need.



Our grant to the **Janus Youth Program** provides:

- Guaranteed beds available for Camas-Washougal youth at SW Washington’s only crisis intervention shelter for youth ages 9-17.
- Emergency services, youth activities, education, health, and welfare program for at-risk youth.
- Case management services vital to achieving family reunification or state services referral.
- An “emergency room” available for run away youth. Otherwise these kids would be on the street.



New Community Chest partnership with the **Camas-Washougal Rotary Foundation**

Says Rotary Foundation President Kathy Bussman: “We are pleased to join forces with the Community Chest. Together we can **Do More Good** in Camas and Washougal. The Rotary commitment to Service above Self will also add volunteers to the mix as we work to make a difference for many families.”

With Rotary’s partnership, we were able to fund **4** additional grants in 2021. The Rotary Foundation pledged **\$12,000** for our 2022 campaign.



Our 2022 Campaign

- We launched our annual fundraising drive with a goal of raising **\$125,000 for 2022 grants**
- C-W Community Chest has no paid employees and very low expenses. We have pledged to give back every dollar donated.
- Over **97% of all donations** have gone directly back into the community. (The remaining 2-3% largely covers insurance and printing fees.)
- Now is the time to donate:
 - via your payroll deduction plan
 - or at www.CamasWashougalCommunityChest.org/donate
- Please help us get the word out to other organizations in our community.

Thank you for your ongoing support!





Staff Report

March 21, 2022, Council Workshop Meeting

Downtown Zone Water Reservoir Siting Analysis Professional Services Agreement

Presenter: James Carothers, Engineering Manager

Time Estimate: 5 Minutes

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

BACKGROUND: The 2019 Water System Plan (WSP) update identifies the need for additional storage capacity within the Downtown pressure zone, commonly referred to as the 343 pressure zone. Current water storage within this zone is provided by Butler Reservoir located on the corner of NE 43rd Avenue and NE Garfield Street. Butler Reservoir was originally constructed in two phases (1913 and 1926) totaling 1.2 million gallons (MG) in storage capacity. Over the years, improvements were made to the reservoir structure (1958 and 1975) as well as its booster pump station (1948 and 1999). The WSP has identified Butler Reservoir’s storage capacity as being undersized, and the structure is at the end of its useful life. The WSP recommends decommissioning Butler Reservoir and constructing a new reservoir to meet future storage capacity and system distribution demands.

SUMMARY:

This Professional Services Agreement (PSA) provides for preliminary site screening and analysis of multiple properties for a new 1.5 MG reservoir within the Downtown pressure zone to replace Butler Reservoir. In September of 2021 a Request for Qualifications was released and staff selected RH2 Engineering Inc. The scope of services includes site analysis and hydraulic modeling for up to four potential locations for a new reservoir. These sites include the existing Butler Reservoir site (City Owned), Camas Cemetery site (City Owned), and up to two additional properties. In addition to preliminary site screening this agreement will include reservoir sizing, hydraulic modeling, recommendations on distribution system improvements to connect reservoir into water system, conceptual design, and architectural renderings. This PSA is to not exceed \$97,890.00.

EQUITY CONSIDERATIONS:

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

Council consensus to place this PSA on the April 4, 2022 consent agenda.

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

Butler Reservoir is at the end of its useful life. A new reservoir sized for current and future storage demands is recommended.

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

Community engagement will occur in later project phases after potential sites are studied for feasibility.

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

All water customers will benefit from this improvement.

What are the strategies to mitigate any unintended consequences?

The site analysis process will be reviewed and monitored by staff.

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

No.

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

No.

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

Potential hurdles to further advancing WSP project ST-3 may include the process of purchasing property for a new reservoir site.

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

Staff will assist and support RH2 Engineering team. Staff will be involved throughout the site screening process.

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

This PSA will start the process to advance the implementation of a needed improvement noted within the 2019 WSP. This project supports Camas 2035 Comprehensive Plan goal WS-2; Provide safe, clean, and high-quality drinking water to residents.

BUDGET IMPACT: The 2022 budget includes \$500,000 for the Downtown (343) pressure zone reservoir project. Additional funding for design and construction will need to be included in future budget years. This siting analysis project phase will not exceed \$97,890 without an approved amendment.

RECOMMENDATION: Staff intends to place this PSA on the April 4, 2022, Consent Agenda for Council's consideration.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
 Camas, WA 98607

343 Zone Reservoir Siting Analysis

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **RH2 Engineering, 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 **343 Zone Reservoir Siting Analysis**.
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 31, 2023**, 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 **\$97,890.00** 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. Consultant billing rates are attached as **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 created by the Consultant 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.
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 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 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, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, 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 contractors 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.
 - i. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
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 bonafide 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 bonafide 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 Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.
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 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 Contractor, 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:

6. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 7. 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;
 8. 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
 9. 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 Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
 - c. The Contractor 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 BOARD.
 - d. The Contractor 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 contractor 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 contractor is unable to certify to any of the statements in this contract, such contractor 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 BOARD for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor 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. Contractor 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 Contractor 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 Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor 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 Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor'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:
 James Hodges
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7234
 FX: 360-834-1535
 EMAIL: jhodges@cityofcamas.us
- Notices to Consultant shall be sent to the following address:
 Michelle Campbell
 RH2 Engineering, Inc.
 5335 Meadows RD Suite 420
 Lake Oswego, OR 97035
 PH: 425-951-5394
 EMAIL: mcampbell@rh2.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 herof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The artibrator's decision shall be final and legally binding and judgment 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 counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 2022.

CITY OF CAMAS:

CONSULTANT: RH2 Engineering Inc.
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT A
Scope of Work
City of Camas
343 Zone Reservoir Siting Analysis
February 2022

Background

The City of Camas (City) is a uniquely complicated water system due to the wide-ranging service elevations and variety of sources of supply. The City's 2019 *Water System Plan* (WSP) identified the need for a new 1.4 to 1.5 million gallon (MG) 343 Zone Reservoir to replace the existing Butler Reservoir as it is nearing the end of its useful life. The Butler Reservoir is located in the 343 Zone and also serves other lower pressure zones through pressure reducing valve (PRV) stations. The area served by the reservoir is the 343 Zone service area.

The WSP also identified widespread areas of low fire flow and pressure deficiencies in the 343 Zone service area. Improvements to resolve these deficiencies should be considered and coordinated with the design of the new reservoir to optimize the operation of the 343 Zone service area, maximize funding investments in water system infrastructure, and improve level of service to City customers.

The City has requested RH2 Engineering, Inc., (RH2) to provide engineering services to support the site selection and design of reservoir and distribution system improvements for the 343 Zone service area. Engineering services provided under this Scope of Work are generally expected to include the following:

Reservoir Siting and Conceptual Design. Analyses will be performed to identify potential reservoir sites for the replacement of the Butler Reservoir. Analyses also will be performed to identify other water system improvements necessary to integrate the new reservoir into the distribution system and to address the widespread pressure and fire flow deficiencies in the 343 Zone service area. Conceptual site and reservoir plans, and conceptual renderings for the selected preferred reservoir site will be developed to support the site acquisition and the City's stakeholder and public engagement efforts.

The following describes the overall understanding and assumptions used by RH2 in preparing this Scope of Work.

- *The base planning assumptions from previous water system planning efforts will be advanced to reconfirm the service area, demand projections, and level of service (LOS) goals for the new reservoir.*
- *This study will refine previous analyses and provide recommendations that will define the criteria for final reservoir sizing, siting, and property acquisition.*
- *RH2 will rely upon the accuracy and completeness of any information, data, and materials generated or produced by the City or others in relation to this Scope of Work.*

- *Project documents will be provided in electronic format to the extent possible. Deliverables will be provided in PDF format unless otherwise noted.*
- *It is assumed that the hydraulic model provided by the City is up to date for the existing water system, has been calibrated to industry standards, and runs without errors.*

Task 1 – Project Management

Objective: Perform project management services, including monthly invoicing, and attend planning and progress meetings.

Approach:

- 1.1 Perform project administration including monthly invoicing and budget control, bi-weekly planning and progress meetings, and preparation of meeting agendas and minutes.
- 1.2 Develop and maintain a list of data and materials required from the City.
- 1.3 Maintain frequent client communications, including phone calls and emails, in addition to the progress meetings.

RH2 Deliverables:

- Monthly invoices.
- Meeting agendas and minutes.
- List of data and materials required from the City.
- Phone calls and email communication as needed.

Task 2 – Reservoir Sizing and Preliminary Site Screening

Objective: Determine the required storage volume for the new reservoir. Perform a preliminary site screening of the Butler Reservoir, Camas Cemetery, and up to two (2) additional potential reservoir sites.

Approach:

- 2.1 Attend a project kickoff and informational meeting with the City. Discuss City project goals, reservoir sizing requirements, site selection ranking concepts, LOS goals, hydraulic modeling requirements, and planning duration. Discuss potential site constraints such as site zoning requirements, sensitive area designations, and property line setback requirements. Discuss other project stakeholders and their roles and level of involvement related to reservoir siting.
- 2.2 Prepare a table identifying the average and peak demand projections for the planning duration.
- 2.3 Summarize the existing and future water supply available to the 343 Zone service area for the purposes of the storage calculations. Include improvements planned at the Washougal Wellfield and identify estimated schedule of completion within the planning duration.
- 2.4 Perform storage calculations for the 343 Zone service area to confirm the required usable storage volume to meet operational, equalizing, standby, and fire flow storage needs for the

existing and future conditions. Identify opportunities for shared storage with adjacent pressure zones to optimize system-wide storage needs.

- 2.5 Review available topography, aerial imagery, and existing site plans for the City-owned Butler Reservoir and Camas Cemetery sites. Prepare site maps using available GIS data. Perform an initial fatal flaw analysis and determine if there are any major barriers that would limit construction of the proposed reservoir at either site. Estimate the approximate maximum reservoir dimensions that each site may support.
- 2.6 Perform a limited screening of the 343 Zone service area for other viable properties for reservoir siting as alternatives to the City-owned Butler Reservoir and Camas Cemetery sites. Coordinate with the City to identify known willing sellers within the viable property area and select up to two (2) other properties for further evaluation. Estimate the approximate maximum reservoir dimensions that the potential viable sites may support.
- 2.7 Prepare a technical memorandum summarizing the site screening and initial fatal flaw analysis with figure(s) showing the reservoir sites selected for further evaluation.

Provided by the City:

- Available GIS files, geotechnical studies, and aerials within the study area.
- Available survey and/or site plans for the Butler Reservoir and Camas Cemetery sites.
- Hydraulic model files.
- Attendance at project kickoff and informational meeting.

RH2 Deliverables:

- Attendance at project kickoff and informational meeting.
- Demand, supply, and storage calculations for the 343 Zone service area.
- Site screening technical memorandum and figure(s).

Task 3 – Hydraulic Analyses

Objective: Utilize the hydraulic model of the City’s water system to identify the improvements necessary to support a reservoir at each of the potential sites identified in Task 2 and to address pressure and fire flow deficiencies in the 343 Zone. Prepare a phasing plan for the improvements.

Approach:

- 3.1 Perform baseline steady-state hydraulic analyses to determine the existing water pressure and available fire flow in the 343 Zone service area using the hydraulic model of the water system.
- 3.2 Evaluate the existing 343 Zone service area and identify areas of low and high pressures and fire flow deficiencies.
- 3.3 Perform hydraulic analyses to identify conceptual water system improvements to integrate the proposed reservoir into the system at each of the potential sites and to coordinate the new

reservoir with an improvement plan to resolve pressure and fire flow deficiencies in the 343 Zone service area. The analyses will consider the following:

- Optimization of the level of service throughout the 343 Zone service area, including pressure and fire flow.
- Potential expansion of adjacent pressure zones or creation of new pressure zone(s).
- Future planned facilities that will impact the operation of the 343 Zone service area such as improvements at the Washougal Wellfield and the Forest Home Booster Pump Station replacement.
- Adding new water system facilities, including water main, booster pump stations, PRVs, individual PRVs, and check valves.
- Reconfiguring existing PRVs and restoring service to currently offline PRVs.
- Improvements to water system redundancy and resiliency.
- Potentially siting 343 Zone storage at two (2) different sites.
- Minimization of costs to the City, including project costs, additional operations and maintenance for new facilities, and life-cycle costs.

3.4 Identify the recommended reservoir dimensions to accommodate the hydraulic system and storage needs at each potential reservoir site based on the results of the hydraulic analyses.

3.5 Prepare figures showing the potential reservoir sites, conceptual system improvements, and the pressure and fire flows before and after the system improvements are complete.

3.6 Identify a phasing plan for the improvements that considers the improvements required to bring the reservoir online in an initial phase separate from the PRV, pressure zone, and fire flow improvements.

RH2 Deliverables:

- Figures showing potential reservoir sites, conceptual system improvements, and the pressure and fire flows before and after the system improvements are complete.
- Phasing plan for the recommended improvements.

Task 4 – Reservoir Siting Analysis

Objective: Develop a weighted scoring matrix and planning-level cost estimates to evaluate and prioritize the viable reservoir sites, and document the analysis in a technical memorandum. Meet with the City to select a preferred reservoir site.

Approach:

4.1 Meet with the City to review the potential reservoir sites and the conceptual water system improvements. Identify desired reservoir design features, construction material/type, access needs, and ancillary buildings.

- 4.2 Prepare planning-level opinions of probable construction cost (OPCC) and operational cost estimates for each reservoir site, including transmission/distribution main and other project-related system improvements.
- 4.3 Develop a weighted scoring matrix for ranking the reservoir sites to inform the selection of the preferred site.
- 4.4 Prepare a technical memorandum that summarizes the results of the hydraulic analyses, including recommendations for reservoir sizing and pressure and fire flow improvements, and the evaluation of viable reservoir sites and weighted criteria matrix. Transmit the draft technical memorandum to the City for review.
- 4.5 Meet with the City to review the technical memorandum and scoring matrix and select one (1) preferred site for a conceptual site plan.

Provided by the City:

- Attendance at two (2) project meetings.

RH2 Deliverables:

- Attendance at two (2) project meetings.
- OPCC and operational cost estimates for each viable reservoir site and project-related system improvements.
- Weighted scoring matrix for ranking the reservoir sites.
- Draft technical memorandum summarizing the hydraulic analyses and siting analysis.

Task 5 – Finalize Conceptual Design

Objective: Conduct a desktop survey of the selected site and develop conceptual site and reservoir plans, as well as an artistic rendering for the proposed reservoir. Revise and finalize the technical memorandum based on the selection of the preferred reservoir site and conceptual site and reservoir plans.

Approach:

- 5.1 Conduct a desktop survey of the site selected in Task 4 in sufficient detail to perform conceptual site design and include existing utilities, site topography, property lines, building setbacks, and easements. Subcontract with a licensed professional land surveyor to obtain utility locates using the One-Call system, perform aerial drone mapping, and provide up to four (4) hours of field work with a two (2) man survey crew to obtain supplemental mapping to address potential data gaps, private utility locates, and site topography.
- 5.2 Develop conceptual site and reservoir plans showing the proposed reservoir and foundation footprints, pipelines, vaults, support buildings, stormwater facilities, perimeter fencing, and access road/paving.
- 5.3 Prepare a conceptual rendering of the proposed reservoir and site.

5.4 Update and finalize the technical memorandum based on the City’s review comments, site selection, conceptual site and reservoir plans, and conceptual rendering.

Assumptions:

- *It is assumed that a full topographic survey will not be performed at this time and that the conceptual site plans will be prepared utilizing readily available mapping information, including aerial/drone imagery and GIS/LIDAR data.*

Provided by the City:

- Any readily available information on the highest rated property.
- Review and comment on the draft technical memorandum.

RH2 Deliverables:

- Conceptual site and reservoir plans.
- Conceptual rendering of proposed reservoir.
- Final technical memorandum summarizing the hydraulic analysis and site selection.

5.4 Update and finalize the technical memorandum based on the City’s review comments, site selection, conceptual site and reservoir plans, and conceptual rendering.

Assumptions:

- *It is assumed that a full topographic survey will not be performed at this time and that the conceptual site plans will be prepared utilizing readily available mapping information, including aerial/drone imagery and GIS/LIDAR data.*

Provided by the City:

- Any readily available information on the highest rated property.
- Review and comment on the draft technical memorandum.

RH2 Deliverables:

- Conceptual site and reservoir plans.
- Conceptual rendering of proposed reservoir.
- Final technical memorandum summarizing the hydraulic analysis and site selection.

**EXHIBIT “B”
COSTS FOR SCOPE OF SERVICES**

EXHIBIT B

Fee Estimate

City of Camas

343 Zone Reservoir Siting Analysis

Feb-22

Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1 Project Management	32	\$ 7,194	\$ -	\$ 182	\$ 7,376
Task 2 Reservoir Sizing and Preliminary Site Screening	123	\$ 24,294	\$ -	\$ 2,093	\$ 26,387
Task 3 Hydraulic Analysis	97	\$ 17,591	\$ -	\$ 2,172	\$ 19,763
Task 4 Reservoir Siting Analyses	89	\$ 17,075	\$ -	\$ 692	\$ 17,767
Task 5 Finalize Conceptual Design	94	\$ 17,904	\$ 6,900	\$ 1,794	\$ 26,598
PROJECT TOTAL	435	\$ 84,058	\$ 6,900	\$ 6,932	\$ 97,890

**EXHIBIT “C”
CONSULTANT BILLING RATES**

EXHIBIT C		
RH2 ENGINEERING, INC.		
2022 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$158	\$/hr
Professional II	\$173	\$/hr
Professional III	\$190	\$/hr
Professional IV	\$205	\$/hr
Professional V	\$220	\$/hr
Professional VI	\$234	\$/hr
Professional VII	\$251	\$/hr
Professional VIII	\$261	\$/hr
Professional IX	\$261	\$/hr
Control Specialist I	\$143	\$/hr
Control Specialist II	\$156	\$/hr
Control Specialist III	\$171	\$/hr
Control Specialist IV	\$186	\$/hr
Control Specialist V	\$198	\$/hr
Control Specialist VI	\$212	\$/hr
Control Specialist VII	\$228	\$/hr
Control Specialist VIII	\$237	\$/hr
Technician I	\$120	\$/hr
Technician II	\$131	\$/hr
Technician III	\$148	\$/hr
Technician IV	\$160	\$/hr
Technician V	\$175	\$/hr
Technician VI	\$191	\$/hr
Technician VII	\$207	\$/hr
Technician VIII	\$218	\$/hr
Administrative I	\$78	\$/hr
Administrative II	\$92	\$/hr
Administrative III	\$111	\$/hr
Administrative IV	\$131	\$/hr
Administrative V	\$149	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.585	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

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 contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (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 contractor, 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 subcontractors, including procurements of materials and leases of equipment. The contractor 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 contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’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 contractor 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 contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor 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 contractor’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 contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor 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 contractor 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 contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor 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 contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) 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 contractors, 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

March 21, 2022 Council Workshop Meeting

Ostenson Canyon Stormwater and Roadway Repair Professional Services Agreement Amendment 3

Presenter: James Carothers, Engineering Manager

Time Estimate: 5 minutes

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

BACKGROUND: A short section of Ostenson Canyon Road near NW 18th Loop has seen severe erosion over the years that has undermined the existing guardrail and threatens to undermine the roadway. The City of Camas entered into a contract with PBS Engineering and Environmental on May 19, 2020 to evaluate several possible permanent repair options. An interim winterization plan was constructed for public safety during the 2021-2022 winter season. The final stormwater and roadway repair construction project was awarded recently to Odyssey Contracting LLC. The repairs will require expert construction management assistance from the PBS consultant team.

SUMMARY: Professional Services Agreement (PSA) Amendment 3 is for construction management support for the Ostenson Canyon Roadway and Stormwater Repair project. The scope of work will include, but is not limited to, project management, construction management and administration, construction survey and staking, construction observation and geotechnical support. This amendment is not to exceed \$198,677.50.



Above Left: NW Ostenson Canyon Road from above storm outfall

Above Right: NW Ostenson Canyon Stormwater pipe showing erosion and scouring below the outfall

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

Council consensus to place PSA Amendment 3 on the April 4, 2022, Consent Agenda.

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

The project is needed to stabilize the roadway, maintain public safety and protect infrastructure assets. The roadway improvements include geotechnical and structural elements requiring additional assistance for inspection and documentation.

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

Residents within project vicinity have been engaged through written communication during the design phases. Further communication will be made during construction.

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

Users of the roadway and residents living on east Prune Hill will benefit most.

What are the strategies to mitigate any unintended consequences?

Staff will be involved throughout construction phase and will provide oversight of the contractor and construction management team.

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

No.

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

Yes. Curb ramps and crosswalks will be updated during construction.

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

None

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

Staff will work with construction management team and will be involved throughout construction phase.

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

Supports Camas 2035 plan goal T-1.2: Support the need for... Safety and efficiency improvements... and goal SW-8: manage stormwater to safely pass surface water...

BUDGET IMPACT: This project is funded through the recently issued general obligation bond.

RECOMMENDATION: Staff recommends including PSA Amendment 3 with PBS Engineering on the April 4, 2022 Consent Agenda for Council's consideration.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 3

616 NE 4th Avenue
Camas, WA 98607

Project No. D1005

OSTENSON CANYON STORMWATER AND ROADWAY REPAIR PROJECT

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the
day of , 2022, by and between the City of Camas, a municipal
corporation, hereinafter referred to as "the City", and PBS Engineering and Enviromental, hereinafter
referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter
specified. The City and Consultant may herinafter be refered to collectively as the "Parties."

The Parties entered into an Original Agreement dated May 19th, 2020, by which Consultant provides
professional services in support of the Project identified above. Except as amended herein, the Origianl
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 \$198,677.50.

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, 2022

b. [X] Unchanged from Original/Previous Contract date of December 31, 2022

Unless an additional extension of such time is granted in writing by the City, or the
Agreement is terminated by the City in accordance with Section 19 of the Original
Agreement.

3. Payment. Based on the Scope of Services and assumptions noted in Exhibit "A", Consultant
proposes to be compensated on a time and material basis per Exhibit "B" (Costs for Scope of
Services) with a total estimated not to exceed fee of:

a. Previous not to exceed fee: \$178,282.75

b. Amendment No. 3: \$198,677.50

c. Total: \$376,960.25

d. Consultant billing rates:

[X] Modification to Consultant Billing Rates per Exhibit "B" attached herein

[] Unchanged from Original Contract

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

DATED this _____ day of _____, 20__.

CITY OF CAMAS:

PBS ENGINEERING AND ENVIRONMENTAL:
Authorized Representative

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES

AMENDMENT 3 - EXHIBIT "A"

CITY OF CAMAS, WASHINGTON

Construction Management Services

Exhibit "A"

Ostenson Canyon Stormwater and Roadway Repair – Amendment 3 City Project # D1005

INTRODUCTION

The City of Camas (City) has asked PBS to perform construction management support for the **Ostenson Canyon Stormwater and Roadway Repair** Project. The project is currently in the Final Design phase and is expected to start construction in Spring 2022. PBS is proposing the scope items below to accommodate this work.

In general, the construction engineering phase will involve, but not be limited to, the following key components and deliverables:

- 1) Preparation and submittal of monthly invoices to City for services performed
- 2) Construction management and administration
- 3) Attendance at preconstruction conference
- 4) Preparation of Record of Materials (ROM)
- 5) Review of material submittals
- 6) Tracking of weekly statements of working days
- 7) Prepare and review of contractor monthly pay estimates and submittal to City
- 8) Review of contractor proposals for alternate "or equal" materials
- 9) Lead and attend weekly on-site construction meetings preparing agendas as needed.
- 10) Construction engineering support
- 11) Construction Inspection
- 12) Preparation and submittal of construction record drawings after construction
- 13) Preparation of draft project closeout paperwork

Contract amendment #3 will cover out of scope work that occurred under Task 5 for design engineering. These are additional tasks that were not included in the original contract.

The project team currently includes:

- PBS – Civil and structural engineering, environmental and public involvement services
- GRI – Geotechnical engineering

Work under this contract is expected to last about 5 months.

ASSUMPTIONS

The following assumptions are specific to the work involved with construction management and inspection:

- 1) Construction duration is assumed to be 3 months. The completion date is assumed to be July 29, 2022.
- 2) The City will be responsible for bid opening, award, and contract execution for the proposed project.
- 3) As an extension of City staff, PBS will provide final approval of construction related paperwork items. City staff will have approval authority on changes that alter the scope, schedule, or budget on the construction project. The PBS Construction Manager will be responsible for distribution of paperwork items to the Contractor, City staff, and PBS' Construction Inspector.
- 4) The City staff, with assistance from the PBS Construction Manager, will be responsible for any negotiations or management of disputes with the Contractor, utility companies, or private property owners.
- 5) PBS will maintain documentation as items are reviewed and approved.
- 6) In this scope, "PBS" is used to represent PBS' Construction Manager, Project Assistant, Project Inspector, and subconsultants unless otherwise indicated in the task description.

SCOPE OF WORK

Task 5: Design Engineering

Following includes out of scope items performed as part of the preliminary and final design effort:

- Soldier Pile Wall was selected, Project team will move forward with 10-15% design with remainder of budget – Complete
- Additional stormwater alternative analysis
- Sidewalk extension evaluation
- Presentation for City Council
- Winterizing plan
- City requested the energy dissipater to be anchored to the wall

Total amount of out-of-scope work performed under Task 5 is \$6,457.50.

Task 9: Project Management and Coordination

Subtask 9.1: Contract Administration, Invoicing, and Progress Reports

PBS will perform project management services to include the following:

- 1) Prepare and submit monthly invoices. Each invoice will include date period covered by invoice, number of hours worked during the billing period with billing rates shown, expenses, total cost for labor and expenses for the billing period, and a total amount summarizing labor and expenses. No additional markup will be included in the billing by PBS. Assumes project set-up and 5 monthly invoices.
- 2) Prepare an Invoice Summary Report to accompany the monthly invoices. The Invoice Summary Report will list the total amount billed to date, total amount remaining under contract, and contract expiration date for each contract task.
- 3) Maintain contract-required documentation. Provide copies of project files and records to the City for audits and public information requests. Final documents shall be provided in paper format unless

the entire life cycle of the documents was completed in electronic format. Copies will be provided to the City on a weekly basis through a project Sharepoint site or paper copies as requested.

Deliverables

- 1) Monthly invoices, and Invoice Summary Reports
- 2) Project documentation

Subtask 9.2: Preconstruction and Kickoff Meetings

- 1) An initial kickoff/coordination meeting will be conducted with PBS' project team and City staff to establish procedures/protocols and communication requirements for the project. This meeting should occur prior to bid opening.
- 2) PBS will assist City staff with the bid opening, award and execution of the construction contract.
- 3) PBS will assist the City with coordination of the preconstruction conference. PBS will schedule the conference, invite attendees, produce an agenda, and take meeting notes.
- 4) Pre-bid meeting, if required.

Assumptions:

- 1) Coordination and pre-construction meetings will be attended by the PBS construction services manager, design engineer, office engineer and inspector.

Deliverables

- 1) Kickoff coordination meeting agenda and notes provided to the City.
- 2) Preconstruction conference meeting agenda and notes provided to the City and the prime Contractor.

Subtask 9.3: Utility Coordination

PBS will coordinate with the Contractor and the franchise utilities to facilitate relocation and/or protection of private utilities.

Assumptions:

- 1) Assume 2 site meetings with the contractor and the impacted utilities for coordination.

Deliverables

- 1) Copies of written communications with utilities.
- 2) Meeting minutes and follow up from utility coordination meetings.

Task 10: Construction Surveying and Staking

Subtask 10.1: Construction Staking

The Contractor will be responsible for construction staking. PBS will provide control points one time at the beginning of construction. PBS will also be available for to field check construction staking on as 'as requested' basis. An allowance of 2 days of 2-man crew time are included in the contract for budgeting purposes.

Assumptions:

- 1) PBS Construction Manager will verify with City prior to any survey checks performed by PBS staff.

Deliverables

- 2) Copies of staking sheets for the piles and storm structures
- 3) Copies of R/W and easement staking report

Subtask 10.2: Wall Monitoring

PBS will provide monitoring points at the beginning of construction for the adjacent structure at the corner of NW Ostenson Canyon Rd and NW 18th Loop. PBS will add additional points on top of the constructed wall and along the improvements once constructed.

Assumptions:

- 1) 8 hours of field work for the initial survey monitoring set-up.
- 2) PBS will monitor the area 6 times during construction.
- 3) PBS will monitor the area twice a month for 3 months at the completion of construction.

Deliverables

- 1) Copies of monitoring reports.

Task 11: Construction Management and Construction Engineering**Subtask 11.1: Manage Record of Materials (ROM)**

PBS will prepare a Record of Materials (ROM) and maintain a documented record of material submittals. PBS will log in and track each approved submittal by the City. PBS duties will include the following:

- 1) PBS will develop the ROM with material acceptance criteria.
- 2) PBS will provide the City with a draft ROM for approval and update the ROM acceptance criteria as needed by the City during construction.
- 3) PBS will collect and organize the documentation to fill out the ROM.
- 4) PBS will create bid item packages to contain all the pertinent information for each major task and include material documentation and verification, testing results, and inspection reports.
- 5) PBS will receive, review, and maintain material submittals. Upon completion of review, PBS will provide approved submittals to the City of appropriate approval requirements for material submittals. PBS will transmit the approvals to the Contractor.

Assumptions:

- 1) The ROM will be based on the items in the current engineer's estimate. Assumes 14 bid item packages.
- 2) Assume 4-hours for each bid item package.
- 3) Assumes up to 28 material submittals covering materials as listed in the current engineer's estimate.
- 4) Assumes 2 hours per submittal.

Deliverables

- 1) Record of Materials (ROM)
- 2) Bid item packages with the back-up documentation organized for each item.

Subtask 11.2: On-Site Meetings

PBS will attend on-site project progress and utility coordination meetings. Other specific pre-work meetings may include the following (based on need during construction or Contractor request): traffic control/staging, construction surveying, HMA paving, and striping. PBS will issue meeting notes for each meeting attended. Generally, PBS' Construction Manager or Project Assistant, PBS Inspector, and Contractor will be in

attendance. Progress meetings will be used to promote effective communication between the City, PBS, Contractor, and other project stakeholders.

Assumptions:

- 1) Assumes 12 on-site meetings of up to 2-hours each.
- 2) Assume 2-hour per meeting and agenda and notes

Deliverables

- 1) Construction meeting notes provided to the City.

Subtask 11.3: Construction Administration and Engineering

PBS' Construction Manager will coordinate with the PBS Inspector and City staff throughout the duration of the project, keep a record of decisions made, review and recommend solutions to change order requests, and review progress and final progress estimates. PBS will review and track Contractor labor compliance documentation, including subcontracts, utilization reports, and subcontractor paid reports. PBS will review the following submittals, including but not limited to: traffic control plans, staging plans, erosion and pollution control plans, quality control plan, construction schedules, and others required by construction contract specifications. Approvals will be by the City Engineer.

PBS duties will include the following:

- 1) PBS will receive and review the SPCC Plan and provide the City with a recommendation of approval criteria.
- 2) PBS will review the Contractor's proposed Monthly Pay Estimate. PBS will provide a draft Monthly Pay Estimate to the City for review and approval. Assumed a total of three (3) monthly estimates plus the final estimate.
- 3) PBS will receive and review daily reports recording pertinent information such as: Contractor's hours on the site, weather conditions, and data relative to potential Change Orders, Minor Change Orders, or changed conditions, site visitors, daily activities, and decisions.
- 4) PBS will receive and review Contractor's Erosion Control Inspection reports. PBS will notify the City staff if any irregularities or concerns are identified.
- 5) PBS will receive, review, and determine the acceptability of schedules provided by the contractor. These may include the Progress Schedule, Schedule of Submittals, and Schedule of Values.

Assumptions:

- 1) Assumes 1 review of each document
- 2) Assumes 4 hours to compile quantities and create the pay estimate
- 3) Assumes half of the documents will have to be returned to the Contractor for re-submittal.
- 4) Assume re-review for half of submitted documents

Deliverables

- 1) Copies of plans and reports provided by the Contractor with approval
- 2) Copies of Erosion Control Inspection Reports to the City
- 3) Draft of Monthly Pay Estimates for review and approval
- 4) Copies of Inspector's daily reports
- 5) Copies of written communications
- 6) Record of field decisions
- 7) Record of Contractor labor compliance, including subcontracts

- 8) Copies of Schedules provided by the Contractor

Subtask 11.4: Response to Questions and Change Orders

PBS will assist the City in response to requests for information (RFI) and response for clarifications (RFC) by the Contractor and provide supplemental information as needed to maintain the progress of the work. If field adjustments are required, as a result of a change in conditions or a desired change by the City, PBS will prepare necessary change order documents and plan revisions for approval by City staff. PBS will provide the City with draft change order documents for review, approval, and issuance to the Contractor.

PBS' duties will include the following:

- 1) PBS will assist the City with addressing construction questions and Request for Information (RFI) from the Contractor.
- 2) PBS will assist the City with processing Request for Clarification (RFC) from the Contractor.
- 3) PBS will assist the City with preparing field directives and change orders and provide these to the City for approval and issuance to the Contractor.
- 4) PBS will prepare design changes associated with change orders (including exhibits) during the construction process.

Assumptions:

- 1) Address up to 5 RFI's
- 2) Process up to 5 RFC's
- 3) Prepare up to 5 field directives and 3 change orders
- 4) Prepare up to 2 design changes.

Exclusions: Approval of change order paperwork to Contractor.

Deliverables

- 1) Copies of RFIs to the City staff
- 2) Copies of RFCs to the City staff
- 3) Draft Change Orders to the City for approval and issuance to the Contractor
- 4) Plan sheets for design changes

Task 12: Construction Observation

Subtask 12.1: Site Visits

PBS' Construction Manager will perform site visits as necessitated by concerns or issues arising from construction, or when requested by the City.

Assumptions:

- 1) 5 site visits for the construction manager, 4 hours each.
- 2) 2 site visits for the design project manager, 4 hours each.

Deliverables

- 1) Copies of written communications
- 2) Copies of observation reports

Subtask 12.2: Material Testing

PBS will perform material testing with the Geotechnical staff.

Assumptions:

- 1) Assumes material testing as follows:
 - CSBC
 - Three grading, SE and fracture
 - Three compaction tests
 - HMA
 - One complete mix tests (graduation, oil content, rice density)
 - One aggregate only tests
 - Two compaction tests
 - Gravel backfill for pipe zone
 - Six compaction tests
 - Concrete
 - Two grading on coarse aggregate
 - Two grading on fine aggregate
 - Two sets cylinders and breaks

Deliverables:

- 1) Copies of test results and reports.

Subtask 12.3: Inspection Services

PBS shall provide on-site construction inspection services. The PBS' construction inspector will be the Engineer's agent for the project and will act as directed by, and under the supervision of the engineer. The inspector's oversight pertaining to the Contractor's work shall, in general, be with the engineer and Contractor, keeping the City staff advised as necessary. The inspector's interaction with subcontractors shall only be through, or with, the full knowledge and approval of the Contractor. The inspector shall communicate with City staff, with the knowledge of and under the direction of the engineer. For budgeting purposes, this assumes half-time inspection for 12 weeks during a total project time of 3 months. The inspector responsibilities will include the following:

- 1) Inspector will serve as the engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents.
- 2) Inspector will assist in obtaining additional details or information from the City staff when required for proper execution of the work.
- 3) Inspector will conduct on-site observation of the project to ensure work is completed in accordance with the Contract Documents and advise the City staff if any changed conditions are encountered.
- 4) Inspector will coordinate in advance of scheduled major inspections, or specialty inspections and verify that appropriate City staff personnel are present, and that adequate records are kept.
- 5) Inspector will prepare a daily inspector report recording pertinent information such as: Contractor's hours on the site, weather conditions, and data relative to potential Change Orders, Field Orders, or changed conditions, site visitors, daily activities, and decisions.
- 6) Inspector will immediately notify the City staff of any site accidents, emergencies, acts of God endangering the work, or damage to property.
- 7) Inspector will review the contractor's pay estimates to ensure work being paid for has been completed. Inspector will track and process materials-on-hand in accordance with the Contract Documents.

- 8) Inspector will track bid item quantities daily.
- 9) Inspector will represent the City when communicating with Camas citizens.
- 10) Landscape Architect will be on site to inspect the plant material, irrigation, planting procedures and plant establishment.

Assumptions:

- 1) Project inspector on site up to 4 hours per day for 12 weeks over a total project time of 3 months.
- 2) Landscape Architect on site up to 4 hours for 2 days.

Deliverables

- 1) Daily Inspection Reports.
- 2) Daily Tracking of Bid Item Quantities.
- 3) Project photos

Task 13: Geotechnical Construction Support - GRI

Subtask 13.1: Geotechnical Inspection

GRI will provide geotechnical inspection for the City and PBS during the construction stage of the project including:

- 1) Prepare up to four (4) monthly progress reports associated with Geotechnical Engineering CM Services.
- 2) Prepare for and attend a pre-construction meeting in Camas.
- 3) Review contractor material submittals for the soldier pile wall design elements as to compliance with the approved plans and specifications.
- 4) Provide up to 30 days of inspection for the pile installation, backfill and tieback installation and testing. Assume 11-hour days.
- 5) Visit site as requested from the City and/or PBS to review construction progress, answer questions, and help resolve in-field design decisions. GRI assumes up to ten (10) site visits outside of the wall work.

The scope of construction engineering is limited to the hours shown in the attached budget.

Assumptions:

- 1) Assumes project inspector on site up to 11 hours per day for 30 days during the soldier pile wall installation.

Deliverables:

- 1) *Daily Inspection Reports*
- 2) *Material and Compaction test reports*
- 3) *Final Summary Letter*

Task 14: Project Closeout and As-Builts

Subtask 14.1: As-Builts

The Final Plans will be revised to conform to construction record drawings from information supplied by the Contractor, and as reviewed by the PBS inspector.

PBS' duties will include the following:

- 1) PBS will review Construction Record Drawings provided by the Contractor.
- 2) PBS will as-built survey the Soldier pile wall and install targets for any additional monitoring in the future.
- 3) PBS will submit draft As-Built Drawings for City review
- 4) PBS will revise the As-Built drawings based on City comments and submit final As-Built drawings for approval.

Deliverables

- 1) Reviewed Construction Record Drawings.

Subtask 14.2: Closeout Documentation

PBS will compile project closeout documentation and coordinate with the Contractor and the City to obtain the required documents. PBS will assemble project documentation and deliver to the City at project completion.

- 1) PBS's Construction Manager, Inspector and the City staff will perform final inspections and will create a list of punch list items. PBS's Construction Manager and the City staff will establish dates of substantial, physical, and contract completion.
- 2) PBS will prepare draft letters of substantial, physical, and contract completion for review, approval, and issuance by the City.
- 3) PBS will assemble construction documentation in binders for delivery to the City.
- 4) PBS will represent City staff in WSDOT/HLP file and project reviews and audits.

Deliverables

- 1) Draft letters of substantial, physical, and contract completion for approval and issuance by the City
- 2) Hard copy of construction documentation and electronic files on CD

EXHIBIT "B"
COSTS FOR SCOPE OF SERVICES

**Exhibit B
Ostenson Canyon Stormwater and Roadway Repair - CM Budget
Amendment #3**

City of Camas, Washington
Friday, March 11, 2022

PBS

Task and Description	ENG MGR VII	ENG VI	ENG I	LA/PA V	Survey IV PLS	Survey II	Survey 2-Person Crew	Const IV	PRJ ADMIN II	Expense	PBS		SUBCONSULTANTS		SUB TOTAL	BUDGET AMOUNT
											TOTAL	GRI	Columbia West	TOTAL		
Task 5: Design Engineering											6,457.50				0.00	6,457.50
Task 5: Out of Scope Items											6,457.50				0.00	\$6,457.50
Task 9: Project Management and Coordination											3,890.00				0.00	3,890.00
Sub-Task 9.1: Contract Administration, Invoicing, and Progress Reports	5.00								5.00		1,450.00				0.00	\$1,450.00
Sub-Task 9.2: Preconstruction and Kickoff Meetings	4.00							4.00			1,300.00				0.00	\$1,300.00
Sub-Task 9.3: Utility Coordination	6.00										1,140.00				0.00	\$1,140.00
Task 10: Construction Survey and Staking											20,520.00				0.00	20,520.00
Sub-Task 10.1: Construction Staking					8.00	12.00	20.00			60.00	6,580.00				0.00	\$6,580.00
Sub-Task 10.2: Wall Monitoring					30.00		48.00			200.00	13,940.00				0.00	\$13,940.00
Task 11: Construction Management and Engineering											51,310.00				0.00	51,310.00
Sub-Task 11.1: Manage Record of Materials (ROM)	60.00			8.00					80.00		20,520.00				0.00	\$20,520.00
Sub-Task 11.2: On-Site Meetings	8.00	4.00								50.00	2,270.00				0.00	\$2,270.00
Sub-Task 11.3: Construction Administration and Engineering	40.00								60.00		13,600.00				0.00	\$13,600.00
Sub-Task 11.4: Response to Questions and Change Orders	40.00	8.00	16.00						40.00		14,920.00				0.00	\$14,920.00
Task 12: Construction Observation											32,180.00				10,000.00	42,180.00
Sub-Task 12.1: Site Visits	20.00	8.00								50.00	5,250.00					\$5,250.00
Sub-Task 12.2: Material Testing	6.00								4.00		1,540.00		10,000.00	10,000.00		\$11,540.00
Sub-Task 12.3: Inspection Services				6.00				180.00		250.00	25,390.00				0.00	\$25,390.00
Task 13: Geotechnical Support											1,140.00				64,000.00	65,140.00
Sub-Task 13.1: Geotechnical Support	6.00										1,140.00	64,000.00		64,000.00		\$65,140.00
Task 14: Project Closeout and As-Builts											9,180.00				0.00	9,180.00
Sub-Task 14.1: As-Builts	6.00		24.00					8.00			5,100.00				0.00	\$5,100.00
Sub-Task 14.2: Closeout Documentation	8.00			4.00					20.00		4,080.00				0.00	\$4,080.00
TOTAL HOURS	209.00	20.00	40.00	18.00	38.00	12.00	68.00	192.00	209.00							
HOURLY RATES	190.00	175.00	120.00	140.00	130.00	115.00	205.00	135.00	100.00							
TOTAL DOLLARS	39,710.00	3,500.00	4,800.00	2,520.00	4,940.00	1,380.00	13,940.00	25,920.00	20,900.00	610.00	124,677.50	64,000.00	10,000.00	74,000.00		198,677.50



Staff Report

March 21, 2022 Council Workshop

2022 Spring Omnibus Budget Presentation

Presenter: Debra Brooks, Financial Analyst, Cathy Huber Nickerson, Finance Director

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BACKGROUND: This presentation will review the carry forward, administrative, and supplemental budget packages to amend the 2022 Budget.

SUMMARY: The 2022 Spring Omnibus are items which require “carrying forward” some unspent items of the 2021 Budget into 2022. These items are almost always capital projects which are not complete by the end of the fiscal year end. This Omnibus Budget also includes supplemental budget appropriations for unanticipated items during budget development such as equipment or contracts. Below is a summary of both groups of decision packages:

City of Camas 2022 Spring Omnibus Budget - Description of Packages				
Package	Title	Description	Fund Impacted	Overall Appropriation
CF-01	Courthouse Security Upgrades	Resume upgrades of Courthouse security, including cameras and improved secure in-person services	General Fund	\$ 30,000
CF-02	Facilities Study	Carry forward unspent 2021 budget for analysis of a conditions assessment to provide guidance for future upgrades to correct for deferred maintenance	General Fund	\$ 60,000
CF-03	Traffic Signal Controller Upgrade	Carry forward unspent 2021 budget for upgrading traffic controls to integrate with Clark County & WSDOT	Streets	\$ 187,000
CF-04	Pavement Management Program	Carry forward unspent 2021 budget for pavement preservation	Streets	\$ 647,703
CF-05	Brady/Grand Ridge Intersection Improvements	Carry forward unspent 2021 budget to complete surveying and design of intersection improvements at Brady/Grand Ridge	Streets	\$ 60,000
CF-06	Ostenson Canyon Storm Repairs	Carry forward unspent 2021 budget for construction of the repairs necessary to fix the road and to prevent further damage from storm water events	Streets	\$ 1,200,000
CF-07	NW 12th Avenue - CDBG Project	Carry forward unspent 2021 budget to improve NW 12th Avenue street and sidewalks with Community Development Block Grant (CDBG) funds	General Fund	\$ 125,000
CF-08	Lacamas (3rd Ave) Trailhead	Carry forward unspent 2021 budget to improve the Lacamas Creek trailhead at NE 3rd Ave with restrooms and parking lot upgrades	REET	\$ 25,000
CF-09	East Lake Trail (T-3)	Carry forward unspent 2021 budget for pre-construction and construction activities on the East side of Lacamas Lake along the waterfront which will include a boardwalk, primitive soft surfaced and compacted gravel trails	PIF	\$ 175,000
CF-10	38th Avenue Ph3	Carry forward unspent 2021 budget for the final phase of the 38th Ave project to widen the street and add sidewalks, bike lanes, runoff facilities, and turn lanes	TIF/REET	\$ 385,000
CF-11	Annexation Remodeling	Carry forward unspent 2021 budget for remodeling the annexation building to accommodate additional staff and pandemic workspace requirements	Capital Facilities	\$ 864,874
CF-12	Library Roof/HVAC Repair/Replacement	Carry forward unspent 2021 budget for repairs to the Library roof and associated HVAC maintenance	Capital Facilities	\$ 250,000
CF-13	North Shore Bldg Maintenance	Carry forward unspent 2021 budget for maintenance and improvements of structures on the North Shore City properties	Capital Facilities	\$ 500,000
CF-14	Well 6/14 Waterline	Carry forward unspent 2021 budget for connecting the two wells with a larger diameter pipeline to provide additional water pumping capacity	Water/Sewer	\$ 440,000
CF-15	11th to Brady Waterline	Carry forward unspent 2021 budget for adding a waterline between 11th Circle and Brady Road to improve fire flows and system redundancy	Water/Sewer	\$ 275,000
CF-16	Lower Prune Hill Booster Station Replacement	Carry forward unspent 2021 budget to replace existing infrastructure that is undersized and has reached its useful life	Water/Sewer	\$ 1,860,000
CF-17	Forest Home Booster Station Replacement	Carry forward unspent 2021 budget to replace the existing Forest Home Booster Station with a new Booster Station	Water/Sewer	\$ 580,000
A-01	Equipment Rental Rate Adjustments	Correction to ERR rates due to updated values received after adoption of the fee schedule in Nov 2021	budget neutral	\$ -
A-02	3rd Avenue Bridge Seismic Retrofit	Reduction of budget amount to the correct 2022 amount (original budget included full biennium rollover)	budget neutral	\$ -
A-03	Vactor Truck	Carry forward unspent 2021 budget for acquisition of an additional vac truck for storm water needs to improve compliance with the City's NPDES permit	budget neutral	\$ -
A-04	Water Rescue Team Training	Supports training and acquisition of a vessel for creating a swift water rescue program	CWFD	\$ -
S-01	DCA Funding from CDev to Legislative	Increase contribution to DCA	General Fund	\$ 45,000
S-02	Department Fuel Consumption	Expensing fuel costs direct to departments reduces volatility in ER&R (due to 2yr look back in rates, fuel will not drop from rates until 2024)	Multiple	\$ 233,890
S-03	Fire Safety Systems Repairs and Corrections	Bring City facility fire systems in compliance with findings from the most recent fire safety inspections	General Fund	\$ 40,000
S-04	Parks Seasonal Staffing	Adding seasonal staffing for parks maintenance to return to Pre-COVID levels.	General Fund	\$ 50,000
S-05	Everett Corridor Analysis	Complete an alternatives analysis for Everett, including public outreach, with a final plan for future improvement project(s)	Streets	\$ 250,000
S-06	Astor Sidewalk Repairs	Design and construction of new sidewalk on Astor from Forest Home Road and Dorothy Fox Park to correct for deficiencies with ADA compliance due to tree roots	Streets	\$ 150,000
S-07	Cemetery Pavement Preservation	Replacement of asphalt in the City Cemetery	Cemetery	\$ 80,000
S-08	Council Chambers AudioVisual Retrofit	Upgrading technology to support remote meetings for open public meetings	Capital Facilities	\$ 125,000
S-09	15th/Everett Valve Replacement	Replacing a failing waterline valve.	Water/Sewer	\$ 75,000
S-10	6th Avenue Waterline	Repair/replacement of the 6th Avenue waterline.	Water/Sewer	\$ 75,000
S-11	Water Meter Replacement Upgrade Project	Adds additional funding to allow for completion in 2022 at current material costs, which facilitates the move to monthly billing prior to the ERP migration	Water/Sewer	\$ 190,000
S-12	Operations Center Analysis Ph2	Continuing analysis of options for addressing Ops Center space needs	ERR	\$ 115,000
			Total	\$ 9,093,467

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? This agenda item is to describe the packages requiring budget adjustments for Council's consideration.

What's the data? What does the data tell us? N/A

How have communities been engaged? Are there opportunities to expand engagement? A public hearing will be opened at the Regular Council Meeting on April 4, 2022 and be held open for three weeks through the April 18, 2022 Regular Council Meeting.

Who will benefit from, or be burdened by this agenda item? All City residents will benefit from most of these decision packages.

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

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

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

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

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

How does this item support a comprehensive plan goal, policy, or other adopted resolution? These items are in line with the City's Strategic Plan.

BUDGET IMPACT: The impact to the 2022 Budget is \$9,093,467 which is funded with offsetting revenues or fund balance. The presentation and Attachment A provide more detail.

RECOMMENDATION: For City Council information only

2022 Spring Omnibus Budget Amendment

Council Workshop
March 21, 2022



2022 Spring Omnibus Summary

17 Carry Forward Packages

- \$7,664,577 for unspent 2021 capital budget

4 Administrative Packages

- \$0 for budget neutral adjustments

11 Supplemental Packages

- \$1,428,890 for unanticipated expenses

Item 5.



CARRY FORWARD

Summary by Fund

Item 5.



Carry-forward: General Fund

Project	Appropriation
Finish security upgrades to the Courthouse (suspended after 2019 due to pandemic)	\$30,000
Finish the facilities study started in 2021	\$60,000

Carry-forward: Streets Fund

Project	Appropriation
Upgrading traffic controls to integrate with Clark County & WSDOT	\$187,000
Unused pavement preservation funds	\$647,703
Surveying and design of intersection improvements at Brady/Grand Ridge	\$60,000
Repairs necessary to fix Ostenson Canyon Road and prevent further damage from storm water events	\$1,200,000

Carry-forward: Capital Funds

Fund	Project	Appropriation
REET	Complete improvements to NW 12th Avenue street and sidewalks	\$125,000
REET	Finish improvements to the Lacamas Creek trailhead at NE 3rd Ave	\$25,000
Park Impact Fees	Pre-construction and construction activities on the East side of Lacamas Lake along the waterfront	\$175,000
38 th Ave Imp	Final phase of the 38th Ave improvement project	\$385,000
Capital Facilities	Remodeling the annexation building to accommodate additional staff and uses	\$864,874
Capital Facilities	Ongoing repairs to the HVAC and roof at the Library	\$250,000
Legacy Lands	Maintenance and repairs to structures on the North Shore City properties	\$500,000

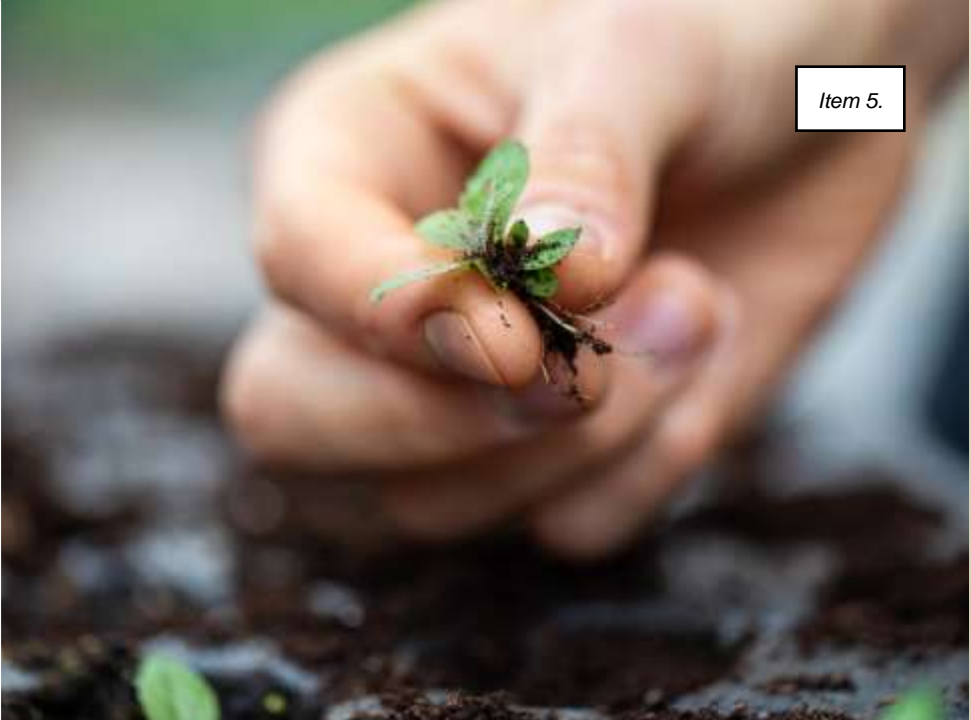
Carry-forward: Utility Funds (Water)

Project	Appropriation
Connecting Wells 6 & 14 with a larger diameter pipeline for additional pumping capacity	\$440,000
Adding a waterline between 11th Circle and Brady Road for improved fire flows and system redundancy	\$275,000
Replace Lower Prune Hill Booster Station, which is undersized and has reached its useful life	\$1,860,000
Replace the existing Forest Home Booster Station with a new Booster Station	\$580,000



ADMINISTRATIVE

Summary by Item/Fund



Item 5.

Equipment Rental Rate Adjustments

(multiple funds – budget neutral)

	General	Streets	CWFD	Cemetery	Storm	Solid Waste	Water & Sewer	ER&R
Corrections due to updated figures received after 2022 Budget Readoption*	-\$30,717	-\$3,838	\$3,750	\$810	\$3,443	\$283	\$3,726	\$22,543

*A new ER&R fee schedule will be included with the 2022 Spring Omnibus Budget Amendment ordinance for adoption

Other Administrative Packages

(budget neutral)

Fund	Project	Appropriation
CWFD	Creation of a Swift Water Rescue program, including training and a boat/trailer, neutral due to private donation to fund program startup	\$0
REET	Reduced 3 rd Avenue Bridge project, neutral due to corresponding correction to grant revenue	\$0
Storm	Acquisition of a vacuum truck for storm water, neutral due to anticipated grant funding from Dept of Ecology	\$0

SUPPLEMENTAL

Summary by Expense Type

Item 5.



Professional Services

- General Fund: Increase to funding for the Downtown Camas Association **\$45,000**
- General Fund: Return Parks Maintenance seasonal staffing to pre-pandemic levels **\$60,000**
- Streets Fund: Analysis of the Everett Corridor for future improvements **\$250,000**
- ER&R Fund: Continuing analysis of options for addressing Ops Center space needs **\$115,000**



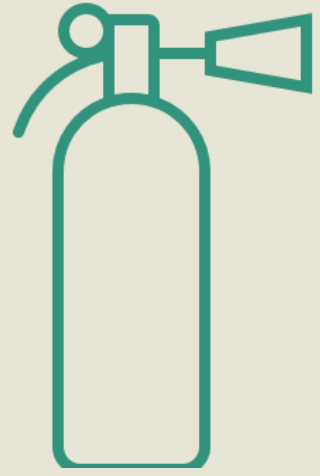
Fuel Consumed

- Multiple Funds: Expense fuel to depts to remove volatility from ER&R rates (drops from rates in 2024, due to 2-yr look back model) **\$233,890**
 - ✓ General Fund - **\$86,590**
 - ✓ Streets - **\$23,575**
 - ✓ Cemetery - **\$1,775**
 - ✓ Storm - **\$19,675**
 - ✓ Solid Waste - **\$61,600**
 - ✓ Water/Sewer - **\$40,675**



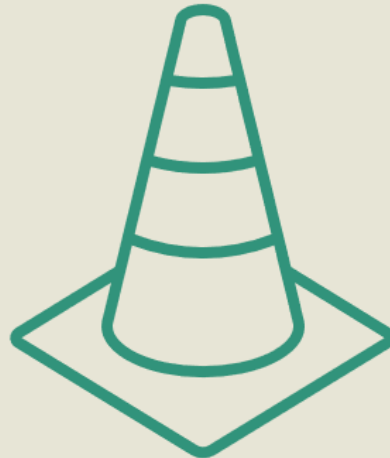
Repairs & Maintenance

- General Fund: Bring facility fire systems into compliance with corrections identified in the 2021 fire safety inspections **\$40,000**

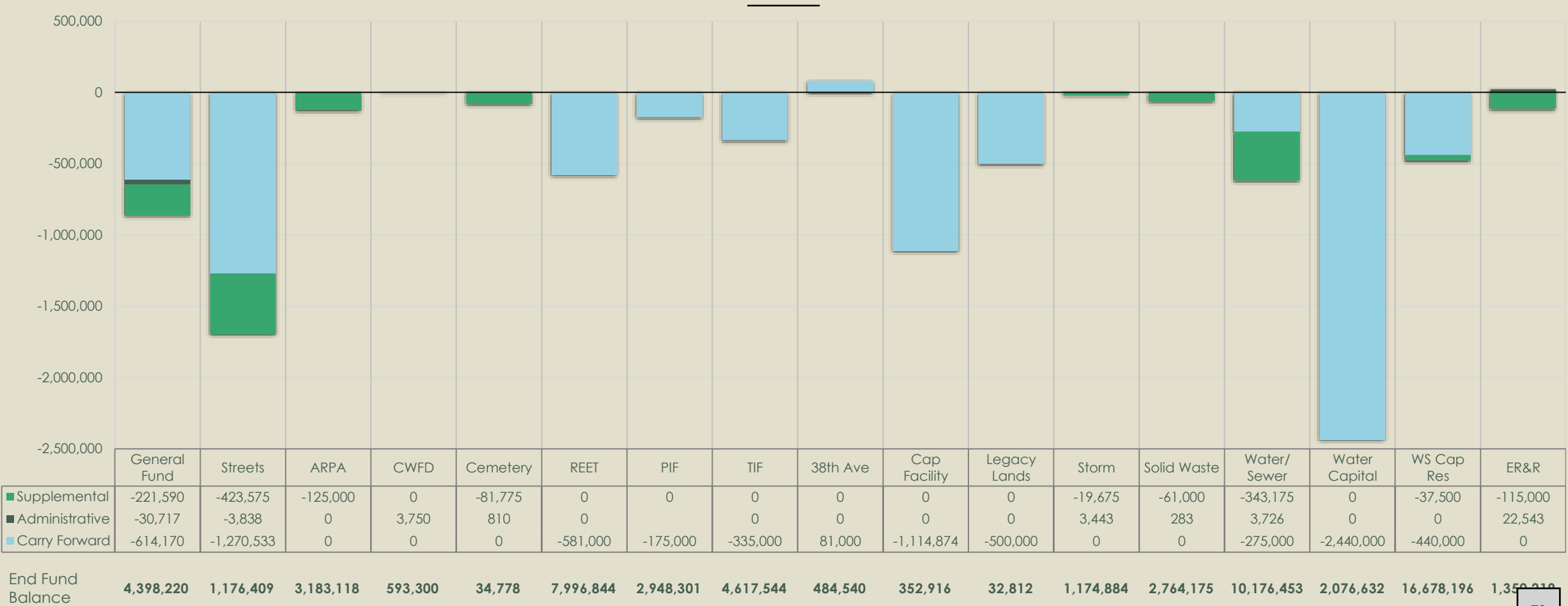


Capital

- Streets Fund: Astor Street sidewalk repairs **\$150,000** Item 5.
- Cemetery Fund: Asphalt repairs **\$80,000**
- Capital Facilities: Chambers AV Retrofit **\$115,000**
- Water/Sewer: 15th/Everett Valve Replacement, funded by water rates **\$75,000**
- Water/Sewer: 6th Avenue waterline replacement, funded by rates/SDCs **\$75,000**
- Water/Sewer: Additional budget to finish the water meter upgrade project, funded by rates **\$190,000**



Change to Fund Balance



2022 Spring Omnibus Next Steps

MARCH 21, 2022

- 2022 Spring Omnibus Budget Amendment presented to City Council at the Workshop

•APRIL 4, 2022

- Open a public hearing on the 2022 Spring Omnibus Budget Amendment Ordinance at the City Council Regular Meeting

•APRIL 18, 2022

- Close the public hearing and consider adoption of the 2022 Spring Omnibus Budget Amendment Ordinance



Staff Report

March 21, 2022 Council Workshop Meeting

Watershed Alliance of Southwest Washington Grant Agreement

Presenter: Steve Wall, Public Works Director

Time Estimate: 10 minutes

Phone	Email
360.817.7899	swall@cityofcamas.us

BACKGROUND: The City is currently in the process of completing a Lake Management Plan to investigate causes and develop both short- and long-term strategies to improve water quality. Additionally, the City has a National Pollutant Discharge Elimination System (NPDES) stormwater permit issued by the State that has certain requirements the City is obligated to perform. The mission of the Watershed Alliance of Southwest Washington (“Alliance”) is to “...educate and engage community members to be active stewards of southwest Washington’s natural legacy, with a focus on creeks, lakes, and other water bodies. [They] educate children and adults, while giving them hands on opportunities to participate in the restoration and protection of waterways.” In short, the mission of the Alliance directly aligns with some of the City’s goals and objectives of improving the water quality within Lacamas, Round and Fallen Leaf Lakes and also aligns with the requirements of the City’s NPDES Permit. RCW 35.21.278 allows cities to contract with community service organizations (including non-profits) to complete a limited amount of public improvements.

SUMMARY: The City and the Alliance have been discussing our common goals and individual work efforts over the last few months. Over this time, staff has come to understand and realize the potential benefits that partnering with the Alliance could have on the City’s short-term efforts to help improve water quality in the Lacamas Watershed and to meet our stormwater permit requirements. City and Alliance staff and have worked together to draft the attached “Grant Agreement”. Per the Agreement, the City would fund the Alliance to provide approximately \$30,000 worth of work to supplement the City’s own efforts, including:

- Completion of a project located southwest of the Everett Street and Leadbetter Road intersection to use volunteers to clear invasive species, prepare the soil and plant approximately 1,500 plants. This project will directly benefit the Lacamas Lake Watershed and will be a visible example of the benefits of restoration projects in the community.
- Providing assistance to City staff and volunteers to expand upon the Lacamas Lake Clean-Up Day. Examples of assistance include volunteer coordination, preparation of stormwater education materials, and on-the-ground support the day of the event.
- Developing a multi-year long clearing and planting plan for a large area between the Washougal River and the Washougal River Greenway Trail located west of Yale Street.

The Alliance has extensive experience working on their own and with other cities in the County in completing this type of work and can develop materials and organize volunteers much more efficiently than City staff would be able to. The goal of this contract with the Alliance is to “begin small” with the tasks identified, and if the partnership works as envisioned, potentially expand the scope of work and overall partnership to assist the City with additional volunteer, education and outreach related tasks that align with the Alliance’s mission.

EQUITY CONSIDERATIONS:

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

Creation of a partnership with the Watershed Alliance of Southwest Washington, a non-profit organization, to assist the City in efficiently completing volunteer events and education and outreach opportunities with the goal of improving and protecting the various water bodies throughout the City.

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

The Alliance regularly coordinates and holds volunteer events to complete invasive species removal and replanting with native species, whereas the City is not experienced or efficient in these types of efforts.

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

Part of the purpose of the Agreement with the Alliance is to encourage community engagement and complete projects that will benefit local neighborhoods and the nearby water bodies.

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

Citizens and visitors alike will benefit from a partnership with the Alliance and improvements to the various watersheds.

What are the strategies to mitigate any unintended consequences?

Staff is proposing that we step slowly into the partnership and has worked with the Alliance to start small to ensure the City has sufficient funding to support the agreement and to confirm that the agreement is of benefit to both parties.

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

N/A

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

N/A

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

Staff does not anticipate any hurdles in implementing this proposal.

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

The Alliance is required to submit quarterly reports per the Agreement. Additionally, the Agreement includes conducting annual review meetings to ensure that expectations on for both parties are being met.

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

This item supports the City's NPDES Permit requirements, Lake Management Plan development efforts and multiple Comprehensive Plan Goals.

BUDGET IMPACT: Staff is proposing to use \$35,000 from the City's Stormwater Fund to support these efforts. It is envisioned a portion of the \$300,000 allocated in the Stormwater Fund to the Lake Management Plan will be used to complete the activities as the work is considered a "short-term strategy" to improve water quality.

RECOMMENDATION: Staff is proposing to include this Agreement and Scope of Work with the Watershed Alliance of Southwest Washington on the April 4, 2022 Consent Agenda for Council's consideration.

**2022-2024 GRANT AGREEMENT
BETWEEN**

City of Camas (“City” or “Grantor”)
616 NE 4th Avenue
Camas, WA 98607

AND

Watershed Alliance of Southwest Washington (“Contractor” or “Grantee”)
PO Box 177 – 803 Grand Blvd. A3
Vancouver, Washington 98660

Contract Period:
Beginning: May 1, 2022
Ending: December 31, 2024

Contract:
Budget Authority: **\$35,000**
City Funding Source: Stormwater Fund

Program/Services Being Funded: **ONGOING ENVIRONMENTAL RESTORATION,
STEWARDSHIP, OUTREACH, SUSTAINABILITY AND
RELATED SERVICES**

Grantee Contact	City Contact
Sunrise O’Mahoney, Executive Director 360-852-9189	Steve Wall, Public Works Director 360-817-7899
sunrise@thewatershedalliance.org	swall@cityofcamas.us

City of Camas, a municipal corporation formed under the laws of the State of Washington and the Watershed Alliance of Southwest Washington (Contractor or Grantee) agree to the terms and conditions of the 2022-2024 Grant Agreement by signing below:

CITY OF CAMAS:

**WATERSHED ALLIANCE OF
SOUTHWEST WASHINGTON:**

Steven C. Hogan, Mayor Date

Sunrise O’Mahoney, Executive Director Date

ATTEST:

Bernie Bacon, City Clerk Date

APPROVED AS TO FORM

Shawn MacPherson, City Attorney Date

DRAFT

SPECIAL TERMS AND CONDITIONS
STORM WATER DRAINAGE FUNDS DIRECT GRANT

This is a Grant Agreement between the City of Camas (City) and the Vancouver Watersheds Council (DBA Watershed Alliance of Southwest Washington) (Grantee), a 501 (c)(3) non-profit organization, for planning, development and coordination of ongoing opportunities and programs that engage Camas citizens and businesses in stewardship, partnerships, education, outreach, and volunteer service. This contract is for a direct grant and is intended to fulfill, in part, the City's responsibilities and obligations under its State issued National Pollutant Discharge Elimination Stormwater (NPDES) Permit and to promote and enhance stewardship and community support for protecting and restoring the natural environment within Camas' watersheds. As the recipient for this grant the Watershed Alliance of Southwest Washington is required to annually accomplish the statement of work outlined in a following section. The statement of work and budget under this grant may be modified at the discretion of the City in agreement with the Watershed Alliance.

I. APPLICABLE REGULATIONS

The Grantee shall provide services in compliance with the Grant Agreement, City policies and procedures and any subsequent legislation and or amendments herein incorporated by reference, as well as with state laws and regulations.

II. PERIOD OF PERFORMANCE

This Grant Agreement covers the period identified on the Agreement Cover and Signature Page. The annual budget provided for herein is contingent on adoption of the City's biennial budget and may be amended and the tasks modified or terminated upon a 90 day notice if the budget is not approved or the City's priorities shift.

III. RECORDS RETENTION

The Grantee shall:

- A. Retain all financial, statistical, property, materials, supplies, participant records, and supporting documentation for a period of six (6) years from the end of this Grant Agreement.
- B. If any litigation, audit or bankruptcy is begun, or if a claim is instituted involving the Grant Agreement or any agreement covered by the records, retain the related records until the litigation, audit, or claim has been finally resolved.

IV. DUPLICATION OF COSTS

The Grantee certifies that work performed under this Grant Agreement does not duplicate any work to be charged against any other Grant Agreement, Statement of Work, or other source.

V. PAYMENT PROCEDURES

The City shall pay the Grantee an amount not to exceed that shown on the Agreement Cover and Signature Page for providing the services described in the Statement of Work, in accordance with the following provisions:

- A. The Grantee shall submit quarterly:
 - 1. An invoice that includes a budget detailing expenditures for the period of service and the Grant Agreement number;
- B. Request for Payment shall typically be submitted by the Grantee with quarterly reports as noted in the Statement of Work Section III Tasks/Outputs/ Deliverables and Appendix A.
- C. Payment to the Grantee shall be processed within 30 days after receipt of an Invoice and Payment Request Form.
- D. Grant Agreement Closeout: The Grantee shall submit the final payment request by January 31, 2025.

VII. GRANTEE FINAL REPORTING REQUIREMENTS

The Grantee is obligated to submit a final report after the close of the Grant Agreement period, or upon termination of the Grant Agreement for any reason. Final report shall include:

- A. Summary of how the funds were used.
- B. Copy of Grantee's Annual Report or summary of programs and accomplishments.
- C. Copy of Grantee's financial statement for the most recent fiscal year (this may be a component of the Annual Report).
- D. Summary of Grantee's budget expenditures for the Period of Performance.
- E. Notwithstanding the above, Subsection III (Task areas 4, 5 and 6) of the Statement of Work details other reporting requirements to be met by the Grantee throughout the period of performance.

VIII. INSURANCE

The Grantee shall provide to the City a certificate showing general commercial liability insurance to protect against legal liability arising out of Grant Agreement activity. Such insurance shall provide a minimum of \$2,000,000 per occurrence and \$2,000,000 per general aggregate limit, with a maximum deductible of \$5,000. The Grantee shall provide insurance covering its employees and volunteers through a commercial general liability insurance (CGL) policy that is primary against any other collectible insurance, noncontributory, annually renewing, and an occurrence based policy. This insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability, and property damage liability and a \$1,000,000 general aggregate limit.

The Grantee shall provide proof of insurance on an ACORD Certificate(s) of Liability Insurance form, which the Grantee shall provide to the City not later than 30 days following the effective date of this Agreement, or shall provide evidence of self- insurance. Each certificate shall show the coverage, deductible, policy period and amount of coverage, and shall name City of Camas as an additional insured. Certificates shall be renewed and submitted annually to stay in force throughout the period of performance and shall be endorsed to state that coverage will not be suspended, voided, canceled, or reduced without a 30 day written notice by certified mail (return receipt requested) to the City. Cancellation of a policy is grounds for termination of the Grant Agreement.

IX. FISCAL REQUIREMENTS

The Grantee shall comply with GAAP - Generally Accepted Accounting Principles and meet the financial management systems requirements of this Grant Agreement as defined in Appendix A. In the event the Grantee receives more than \$500,000 of federal awards during a fiscal year, an independent audit must be performed in compliance with OMB Circular A-133 (i.e. "Single Audit"). The City shall be afforded the opportunity during the period of performance and for three years afterwards to undertake or contract for its own or a follow-up audit(s).

X. TERMINATION

The City or Grantee may terminate this Grant Agreement in whole or in part for any reason by providing written notice to the other party at least thirty (30) days prior to the date of termination. In the event the City determines in its sole discretion that the Grantee is not materially complying with the terms of the Grant Agreement, and following the issuance of a notice of breach or default for cause, the City may terminate this contract in fewer than thirty (30) days.

XI. FINANCIAL MANAGEMENT SYSTEMS

The Grantee's financial systems shall comply with the requirements of OMB Circular A-122, "Cost Principles for Non-Profit Organizations," and shall contain the following:

- A. Accurate, current and complete disclosure of the financial results of each Grant Agreement;
- B. Records that identify and distinguish the source and application of funds;
- C. Reasonable control over and full accountability for all funds, property, and other assets;
- D. Comparison of actual outlays with budgeted amount for each contract;
- E. Procedures for determining reasonableness and allocability of costs;
- F. Accounting records that are supported by source documentation; and
- G. Procedures for timely and appropriate resolution of audit findings and recommendations.

XII. ENTIRE AGREEMENT

The parties agree that this Grant Agreement is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Grant Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of this Grant Agreement. The parties agree that the forgiveness of non-compliance with any provision of this Grant Agreement does not constitute a waiver of the provisions of this Grant Agreement.

XIII. AMENDMENTS/MODIFICATION.

Either Party may request amendment or modification of this Agreement at any time. Such request shall be provided in writing. The Parties shall make a good faith attempt to respond to such requests within thirty (30) days of receipt of the request. Notwithstanding the foregoing, the provisions of this Agreement may be amended or modified only upon the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.

XIV. NO THIRD-PARTY BENEFICIARY.

Grantee does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the Grantee. The Grantee and the City do not intend there be any third-party beneficiary to this Agreement.

XV. INDEMNIFICATION.

Grantee shall 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 acts, errors or omissions of the Grantee 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 Grantee and the City, its officers, officials, employees, and volunteers, the Grantee's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee'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.

XVI. RESOLUTION OF DISAGREEMENTS.

In the event of a continuing dispute between the Parties under this Agreement, each Party shall designate an appropriate representative to facilitate the resolution of the dispute according to a procedure established by the representatives and authorized by law including but not limited to mediation. The representatives shall meet within fifteen days of either Party's request and shall use their best efforts to resolve the dispute in a manner acceptable to both Parties. The representatives' negotiated resolution shall be subject to approval by each of the Parties' duly authorized agents. In the event that dispute resolution fails and either party seeks to take legal

action, the venue for that action shall be in Clark County Washington Superior Court.

XVII. DOCUMENT EXECUTION AND FILING.

The City and the Grantee agree that there shall be two (2) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the City and the Grantee. Upon execution, the executed duplicate of this Agreement shall be returned to the Camas City Clerk and one shall be retained by the Grantee.

XVIII. RATIFICATION.

Acts taken in conformity with this Grant Agreement prior to their effective date(s) are hereby ratified and affirmed.

XIX. SEVERABILITY.

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

XX. NON-ASSIGNMENT.

This Grant Agreement may not be assigned by either party.

DRAFT

STATEMENT OF WORK

Watershed Alliance of Southwest Washington – 2022-2024 Grant Agreement Ongoing Environmental Restoration, Stewardship, Outreach and Sustainability

I. FUND USE

The grant funds are provided for planning, development and coordination of ongoing projects and programs that support the City’s goals for environmental preservation/restoration in both riparian and upland areas. Through engagement and participation of the Camas community, efforts that promote a sense of ownership and caring for the natural environment will encourage stewardship and volunteer service.

The Grantee shall coordinate with the City to undertake restoration of chosen properties to create more contiguous ecosystems along identified riparian areas. The Grantee shall undertake education and outreach programs and lead or participate in events to inform the public on topics related to environmental and water quality issues.

The Grantee may use the funds to grow and sustain its organizational capacity as a unique, independent, non-profit organization focused on and dedicated to the local watersheds and its organizational mission and purpose. Funds provided by the City shall be used to accomplish tasks and activities specified in this grant.

In communicating with the public, partners, the media, and others, about Grantee’s programs, events, and activities, Grantee staff and volunteers may, where appropriate and coordinated with the City, represent that they are acting in coordination with the City or in coordination with City related projects and priorities. It is acceptable to indicate that City of Camas funding helps support certain Grantee efforts where this is the case; however, it is important to the City that a clear understanding is conveyed about those programs that are supported directly by the City, by the Grantee, by other partners, and/or through the combined support of various sponsors.

II. OUTCOMES

As a result of this direct grant, the Grantee shall:

- A. Maintain a viable nonprofit community-based organization.
 - Provide an opportunity, open to all City residents, to participate in the organization’s activities.
- B. Enhance ecological values of sites within the City.
 - Support efforts of property owners to restore and enhance ecology of their sites.
 - As a result of efforts through this ongoing outreach and coordination, it is envisioned property owners (residential, commercial, industrial, agricultural) will become more engaged in stewardship of the local watershed.
- C. Expand understanding of and commitment to environmental values and practices.
 - Offer stewardship experiences and community outreach/education activities that inspire target audiences to make positive changes in their behaviors and gain new insights in their understanding of environmental issues.

- D. Support grassroots actions.
- Provide opportunities and support efforts of the City to accomplish meaningful activities and projects in the areas of conservation and stewardship of the natural environment.
- E. Provide accountability and transparency.
- Provide an end of the year report detailing the Grantee’s activities and financial results as they relate to the above outcomes and the assigned tasks, outputs and deliverables which follow. The report will evaluate results and detail plans for adjusting or modifying efforts in the next year. This report will identify the added value of grants, private donations and in-kind donations that leverage the City’s investment in local activities undertaken by the Grantee.

III. TASKS/OUTPUTS/DELIVERABLES

In order to accomplish the agreed Outcomes the Grantee shall accomplish the following task deliverables and milestones:

1. Everett and Leadbetter Planting Project

- A. This project includes removing invasive plants, planning a planting event, purchasing plants and planting them. Outreach and planning for the event includes the building of a Camas-focused volunteer base, which we can use for future projects within the City.

This event would be for an area of approximately a half-acre on the southern section of the parcel (Property Identification Number 178253000). The identified site is anticipated to fit approximately 1,500 plants.

2. Lake Clean-Up Event

- A. This task anticipates the Grantee supporting City staff and other volunteers in planning and increasing awareness of the event. If Grantee is a small partner, costs would reflect that reduction in Scope.

3. Washougal River Greenway Trail Restoration

- A. This task involves planning the restoration of a portion of City property located on the south side of the Washougal River along the Washougal River Greenway Trail just west of Yale Street.

The following milestones have been identified as annual targets for these tasks:

Task A: Everett and Leadbetter (years 1 and 2)

- Invasive plants removal.
- Procurement of plant materials and planting
- Outreach, planning and event labor

Task B: Lake Clean-up Event (years 1, 2 and 3)

- Outreach, planning and event labor

Task C: Washougal River Greenway Trail Restoration (year 1)

- Site Assessment and Plan Development

4. **Public Program Tasks (Optional under separate Agreement Amendment)**

- A. **Stewardship**—The Grantee shall recruit, train, and manage volunteers and/or community groups for a variety of episodic or ongoing roles in projects that enhance natural spaces, promote sustainability, support City environmental priorities, and assist partner organizations. Grantee will support volunteers with training as well as administrative and logistical systems (such as tools, refreshments, liability waiver forms, etc.). The Grantee will maintain an on-line calendar and e-mail list to promote environmental engagement in the Camas area for Watershed Alliance events. City program staff may or may not be directly involved in supporting aspects of these various events and opportunities.
- B. **Outreach and Education**—Along with taking action through regular service, Camas residents and businesses should learn about the environment and how our individual behaviors and decisions can contribute to greater sustainability for our natural resources and for our community. The Grantee will sponsor and/or participate as a partner or organizer in a variety of education and outreach events and programs throughout the year that match community needs and interests. Grantee outreach and educational plans and events should be well-coordinated with local and regional partners.

5. **Reporting, Planning, and Evaluation**

The Grantee will provide quarterly reports to the City of Camas regarding the status of the task deliverables and milestones. Report shall be submitted 45 days following the end of the prior quarter. Quarterly reports will detail progress in the prior 3 months.

Grantee staff will meet with City staff annually in the Fall to review outcomes of the current year and to consider changes to outputs, tasks or milestone deliverables or budgets for the next year. Noted and agreed adjustments, if any, will be documented in a written communication from the City to the Grantee by January 1st of each new year.

6. **Financial Reports & Records**

Budget detail included with the quarterly Payment Requests shall, at a minimum, list for each output area, one line item for the associated “staffing costs” (including employee benefits based on assigned staff) and also the anticipated quarterly “other” expenditures for each output task (additional, more detailed line item descriptions for other expenditures may be included if available). So long as reporting timelines and report content expectations are met, the City will process and pay quarterly invoices within 30 days of receipt.

Quarterly financial statements that detail the tasks, allocated budget and expenditures for each completed quarter shall also be included with the quarterly reports. The fourth quarter financial statement will incorporate the full calendar year expenditure and revenue results to profile the entire year. As provided for in the Record Retention (Subsection III), Fiscal

Requirements (Subsection IX) and Financial Management Systems (Subsection XI) paragraphs of the Grant Agreement's Special Terms and Conditions Section, financial and other grant-related records, work products or equipment of the Grantee related to accomplishing this City grant shall be maintained and open for audit or inspection by the City or its duly authorized representatives throughout the period of the agreement and for three years afterwards.

IV BUDGET SUMMARY

Appendix A – Watershed Alliance of SW WA Project Scope with City of Camas represents the agreed upon general allocation of the project budget, not-to-exceed amount of \$35,000 according to the Section III of the Statement of Work Tasks/Outputs/Deliverables. The expenditure range noted for each task is an estimate to help communicate the expectation on where effort will be placed over the course of the agreement. It is anticipated that actual expenditures may differ from this distribution due to the nature of the various tasks.

As noted in this Grant Agreement's Special Terms and Conditions section, the statement of work and budget may be modified at the discretion of the City.

APPENDIX A

**WATERSHED ALLIANCE OF SW WA
PROJECT SCOPE WITH CITY OF CAMAS**

DRAFT

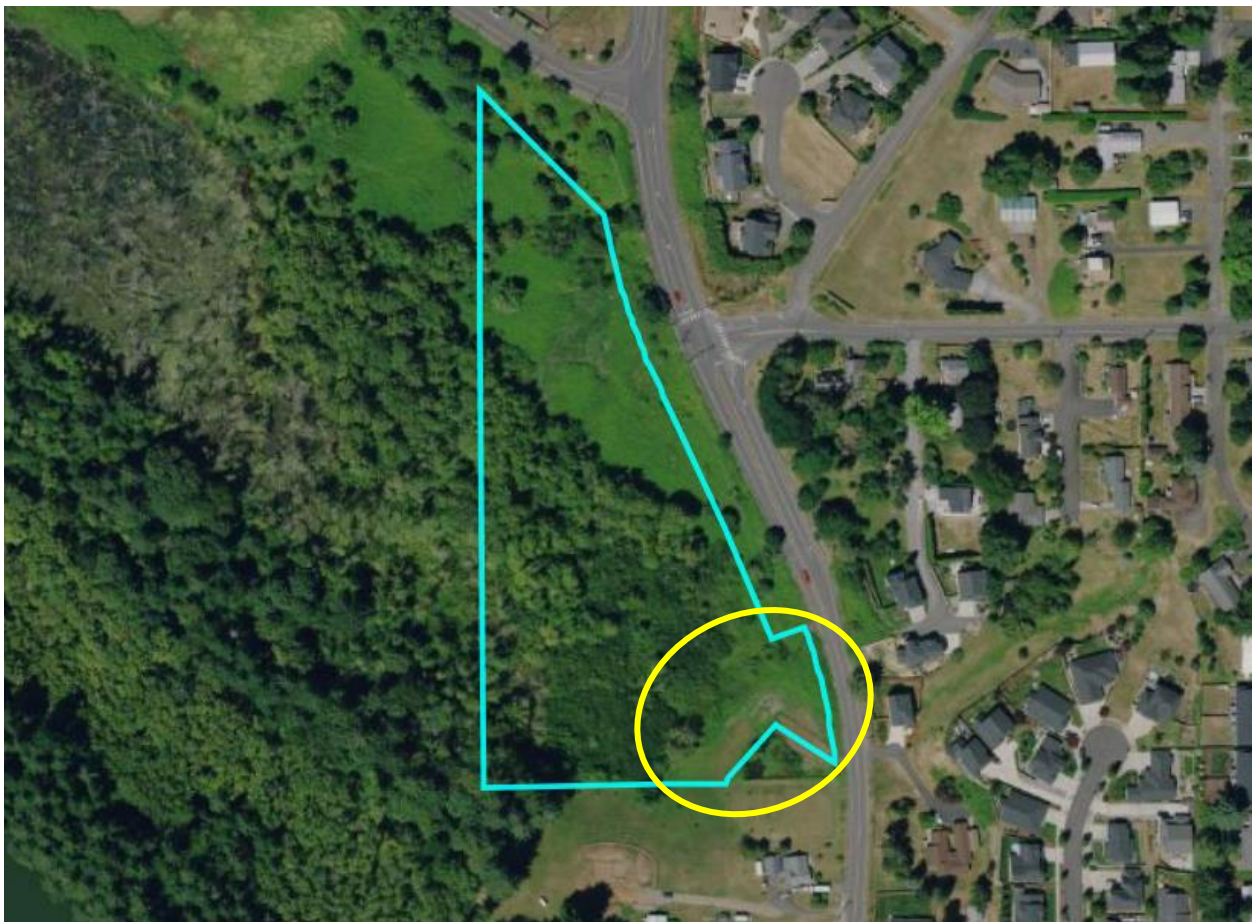
Watershed Alliance of SW WA Project Scope with City of Camas

Everett and Leadbetter Planting Project

Property Identification Number: 178253000

This project includes removing invasive blackberry, planning a planting event, purchasing plants and planting them. Outreach and planning for the event includes the building of a Camas-focused volunteer base, which we can use for future projects with the City of Camas.

This event would be for the southern section of the property (circled in yellow below).



This area is approximately a half-acre in area. It can fit approximately 1,500 plants.

Everett and Leadbetter year 1

Item	Units	Cost per unit	Total
Invasive removal			\$4,340.00
Plants (1 gal pots)	1,500	\$3.25	\$5,289.38
Tools			\$1,193.50
Outreach/Planning/event (Labor)	300	\$23.73	\$7,119.00
Admin	24	\$37.00	\$888.00
Overhead		24%	\$1,921.68
Total			\$20,751.56

Everett and Leadbetter year 2

This is our proposal for the second year of restoration. There is a reduction in hours and materials due to some of the work being done in the first year.

Item	Units	Cost per unit	Total
Invasive removal			\$2,170.00
Plants (1 gal pots)	375	\$3.25	\$1,322.34
Outreach/event (Labor)	200	\$23.73	\$4,746.00
Admin	24	\$37.00	\$963.48
Overhead		24%	\$1,139.04
Total			\$10,340.86

Lake Clean-Up Event

This is our proposal for having a major hand in planning the event. If we are a smaller partner, costs would reflection that reduction in scope.

Task	Hours	Wage	Total
Outreach/Planning/event (labor)	26	\$23.73	\$616.98
Admin	7	\$37.00	\$259.00
Overhead		24%	\$210.24
Total			\$1,086.22

Washougal River Greenway Trail Restoration at Beaver Park

This involves the planning of the restoration of a portion of Beaver Park on Washougal River.

Task	Hours	Wage	Total
Site Assessment/Plan Development (labor)	20	\$23.73	\$474.60
Admin	5	\$37.00	\$185.00
Overhead		24%	\$113.90
Total			\$588.50

Task	Total cost for all projects
Everett & Leadbetter Year 1	\$20,751.56
Everett & Leadbetter Year 2	\$10,340.86
Lake Clean-Up	\$1,086.22
Beaver Park Plan	\$588.50
Total	\$ 32,767.14