



City Council Regular Meeting Agenda

Monday, May 18, 2020, 7:00 PM

City Hall, 616 NE 4th AVE

REMOTE PARTICIPATION

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 to enable the City to make reasonable accommodations to ensure accessibility (28 CFR 35.102-35.104 ADA Title 1.).

Participate in this Council Meeting with the online ZOOM application and/or by phone.
Note: The Zoom app may require an update prior to joining to ensure compatibility and security.

OPTION 1 - Join the virtual meeting from any device:

1. First-time ZOOM users, go to <https://zoom.us>
 - To download the free ZOOM Cloud Meetings app for your device
 - Or, click the Join Meeting link in the top right corner and paste – 941 2025 7684
2. From any device click the meeting link - <https://zoom.us/j/94120257684>
3. Enter your email and name, then join webinar
4. Wait for host to start the meeting

OPTION 2 - Join the virtual meeting from your phone (audio only):

1. Dial 877-853-5257
2. When prompted, enter meeting ID 941 2025 7684 #, and then #

To Make Public Comment:

1. In the meeting, click the "raise hand" icon to be called upon to comment for up to 3 minutes
 - By phone, press *9 to "raise hand" and to be called upon to comment for up to 3 minutes
2. Email public comments to publiccomments@cityofcamas.us (limit 400 words), which are entered into the meeting record. All emails received by 1-hour before the start of the meeting are emailed to the Council prior to the meeting. In the meeting, each email will be announced as received and will include submitter's name, the subject, and the date/time it was received. Comments for this meeting will be accepted up to 1-hour after the meeting and forwarded to the Council no later than the end of the next business day.

SPECIAL MEETING

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

STAFF PRESENTATION

1. [City of Camas 2020 Financial Review - 1st Quarter Presentation](#)
Presenter: Cathy Huber Nickerson, Finance Director

CONSENT AGENDA

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

2. [May 4, 2020 Camas City Council Special Meeting Minutes - Draft](#)
3. Automated Clearing House and Claim Checks Approved by Finance Committee

COUNCIL COMMENTS

MAYOR

MEETING ITEMS

4. [City of Camas Proclamation of Civil Emergency COVID-19](#)
Presenter: Jennifer Gorsuch, Administrative Services Director
5. [Bid Award - 2020 Citywide Asphalt Repairs](#)
Presenter: Steve Wall, Public Works Director
6. [Bid Award - NE 22nd Avenue Improvements](#)
Presenter: James Carothers, Engineering Manager
7. [Ostenson Canyon Road Stormwater Improvements Professional Services Agreement](#)
Presenter: James Carothers, Engineering Manager
8. [Parker Estates Pond Rehabilitation Professional Services Agreement](#)
Presenter: Steve Wall, Public Works Director
9. [Lower Prune Hill Booster Pump Station Improvements Professional Services Agreement](#)
Presenter: Steve Wall, Public Works Director
10. [Forest Home Booster Station Improvements Professional Services Agreement](#)
Presenter: Steve Wall, Public Works Director

PUBLIC COMMENTS

ADJOURNMENT



2020 First Quarter Financial Performance

City of Camas

Agenda



GENERAL
ECONOMY DURING
1ST QUARTER OF
2020



HIGHLIGHTS



REVENUE



EXPENDITURES



INVESTMENTS



DEBT



FUND BALANCE
PROJECTION



OUTLOOK

1st Quarter Economy

Indicators at March 31, 2020

Avg. Mortgage Rate LOWER 3.5% v 3.83%
than the end of 2019

Unemployment STABLE 3.5% v 3.5%

Retail Sales(% change yr.) HIGHER 9.1% v. 5.4%

CPI (national) STABLE 2.3% v. 2.3 %

Avg. Gas Prices LOWER \$2.27 v. \$2.66

Recession becomes a
baseline forecast

Fed drops rates to zero

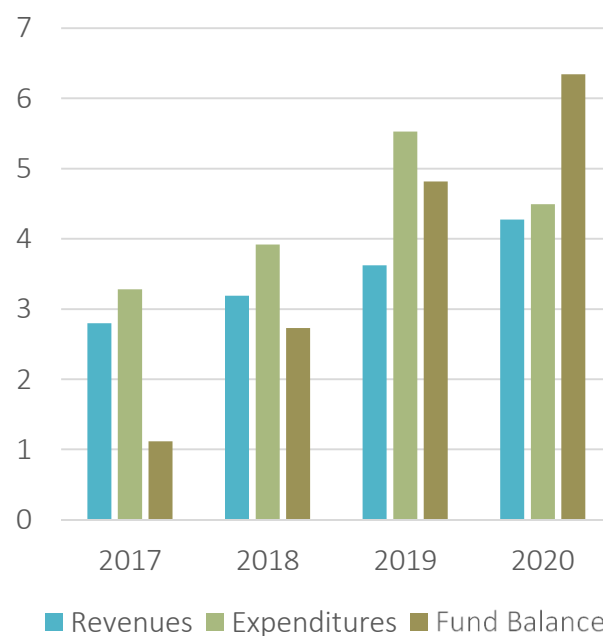
Layoffs begin

Stock market tumbles

Shelter in Place across the
country

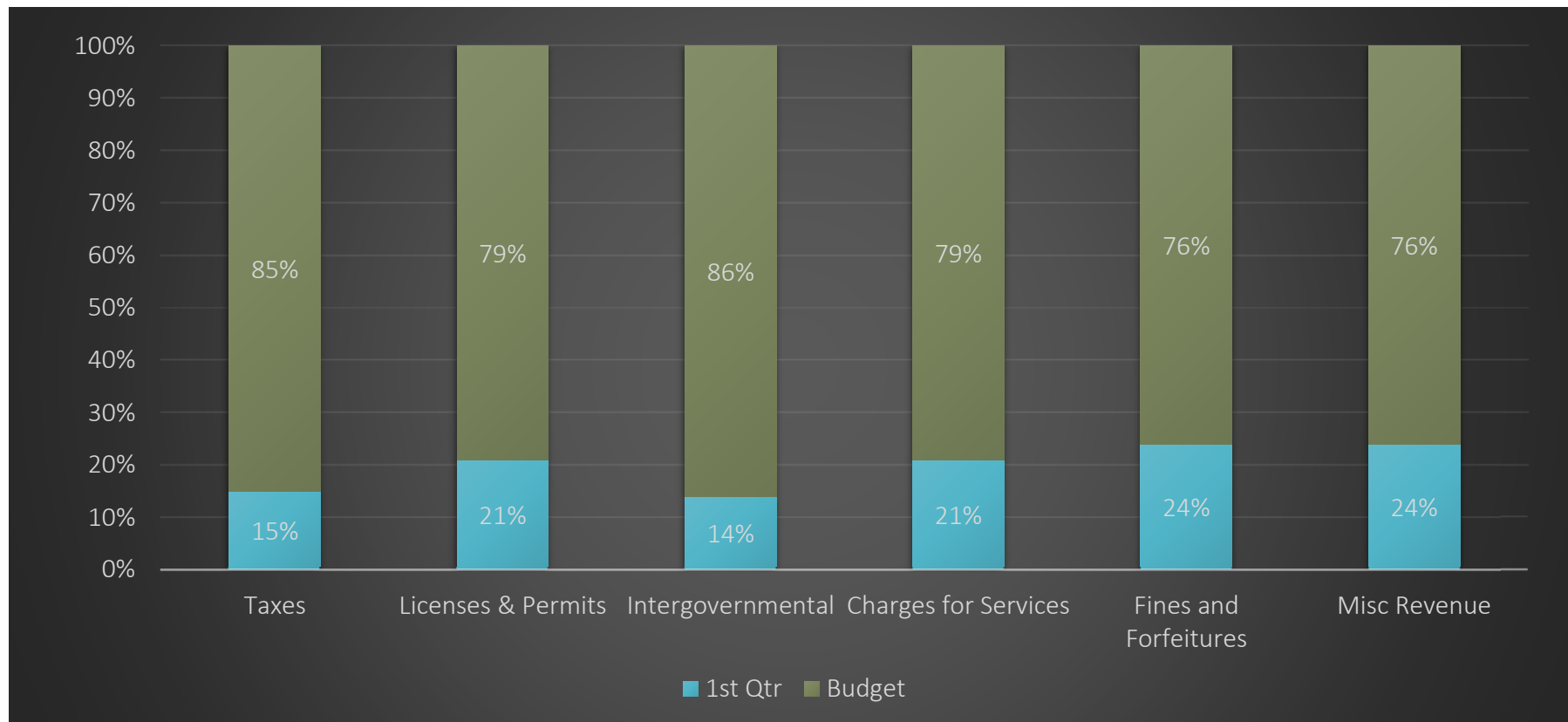
General Fund Highlights

	2017 First Quarter	2018 First Quarter	2019 First Quarter	2020 First Quarter
Net revenues (less transfers)	\$2,797,693	\$3,191,414	\$3,623,710	\$4,274,750
Net expenditures (less transfers)	\$3,283,876	\$3,919,649	\$5,529,890	\$4,494,255
Net Cash Flow	(\$486,183)	(\$728,235)	(\$1,906,180)	(\$219,505)
% of Budget Spent	21%	22%	25%	23%
General Fund Balance	\$1,117,455	\$2,728,902	\$4,816,892	\$6,341,216
Overall Cash and Investments for All Funds	\$44,863,293 Includes Bond Proceeds	\$42,608,780 Includes Bond Proceeds	\$53,488,486 Includes Bond Proceeds	\$84,969,628 Includes Bond Proceeds

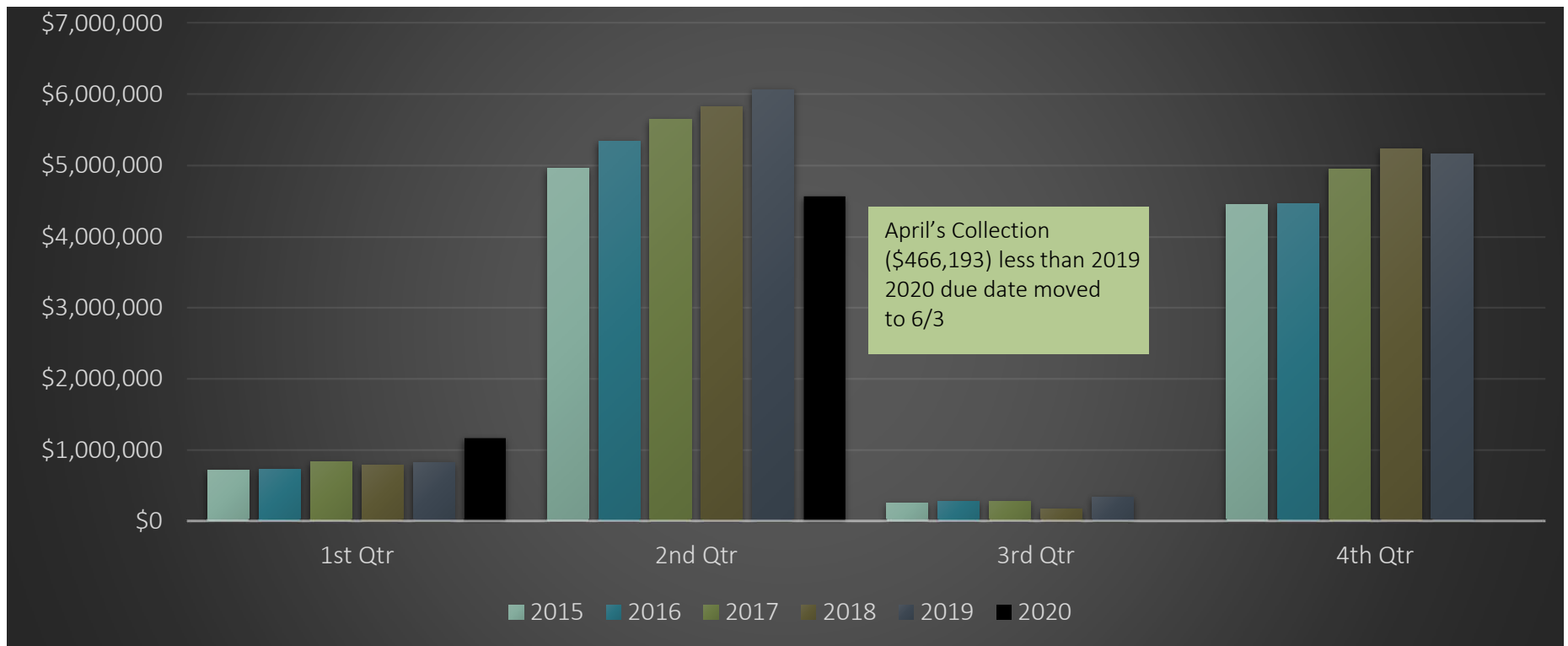


This table illustrates the cash flow of the General Fund.

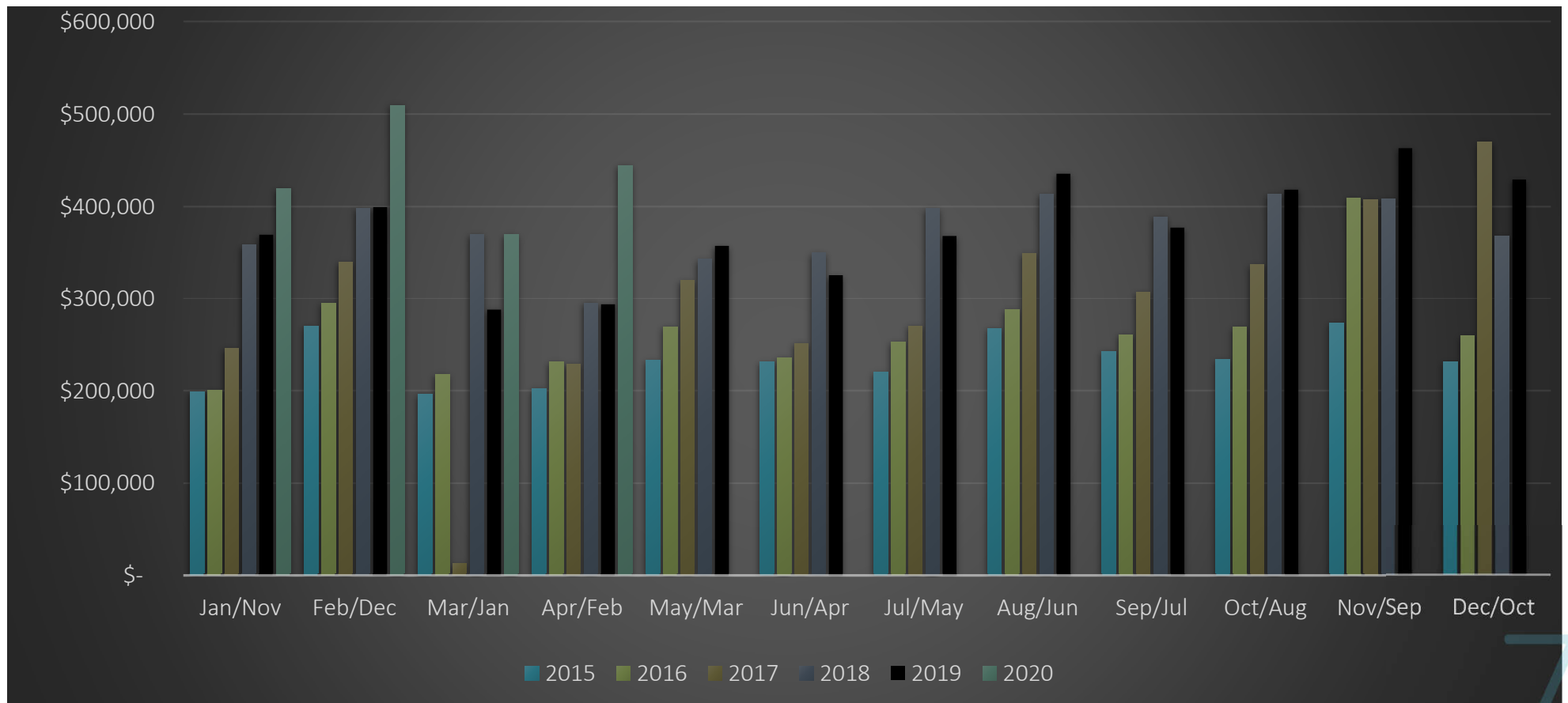
General Fund Revenues



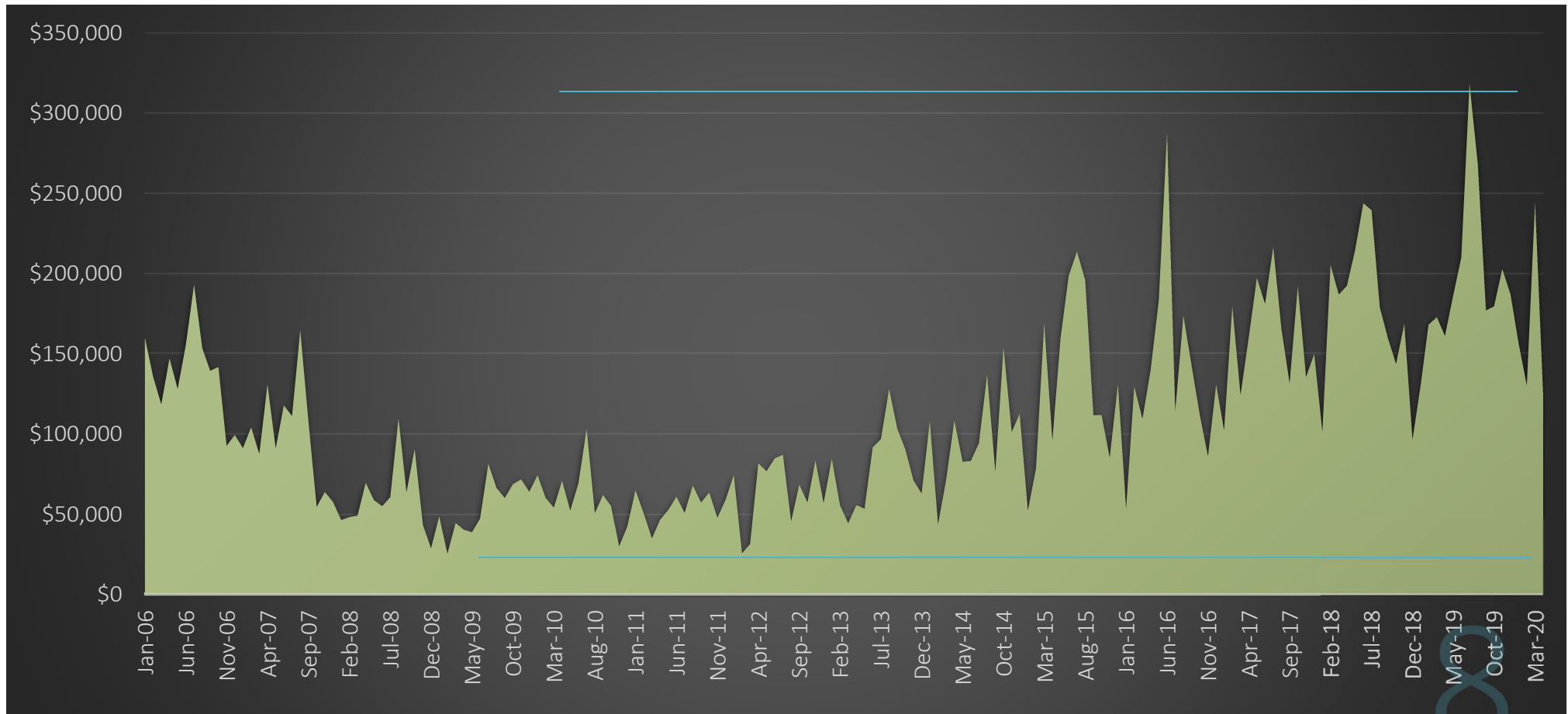
Property Tax Collections



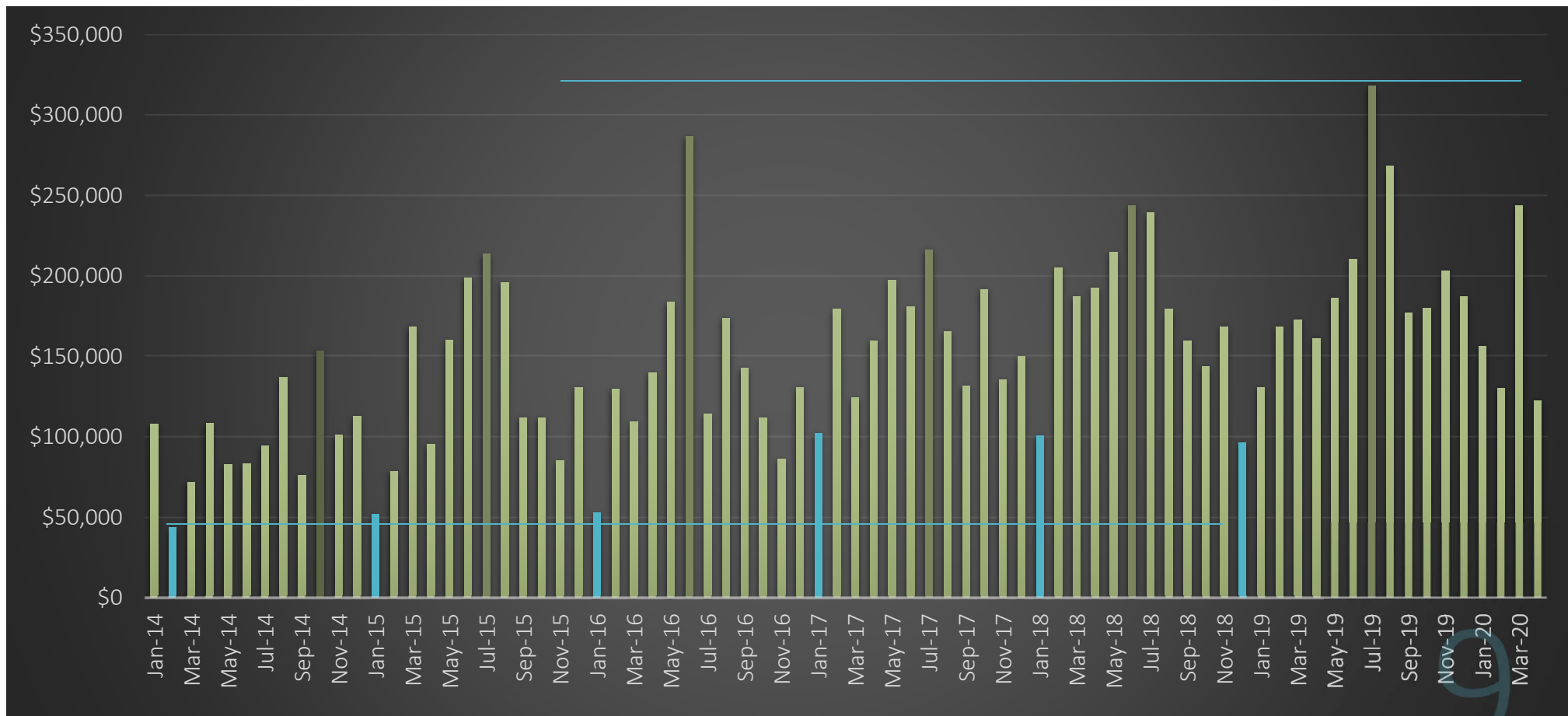
Sales and Use Tax



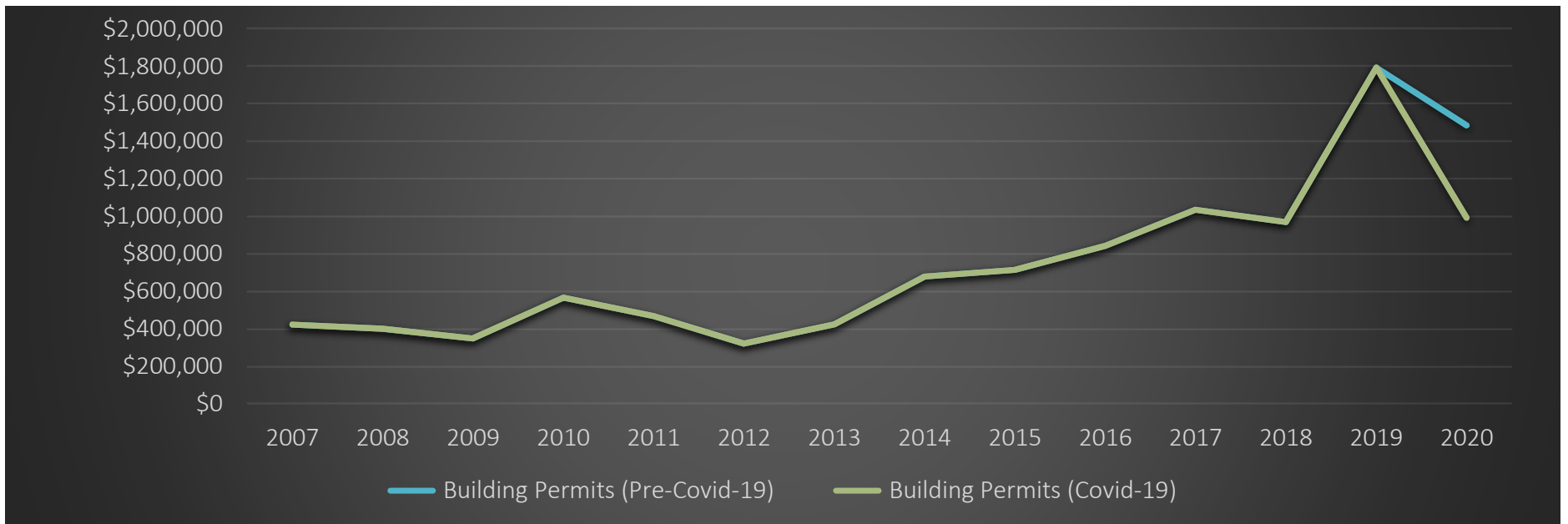
Real Estate Excise Tax

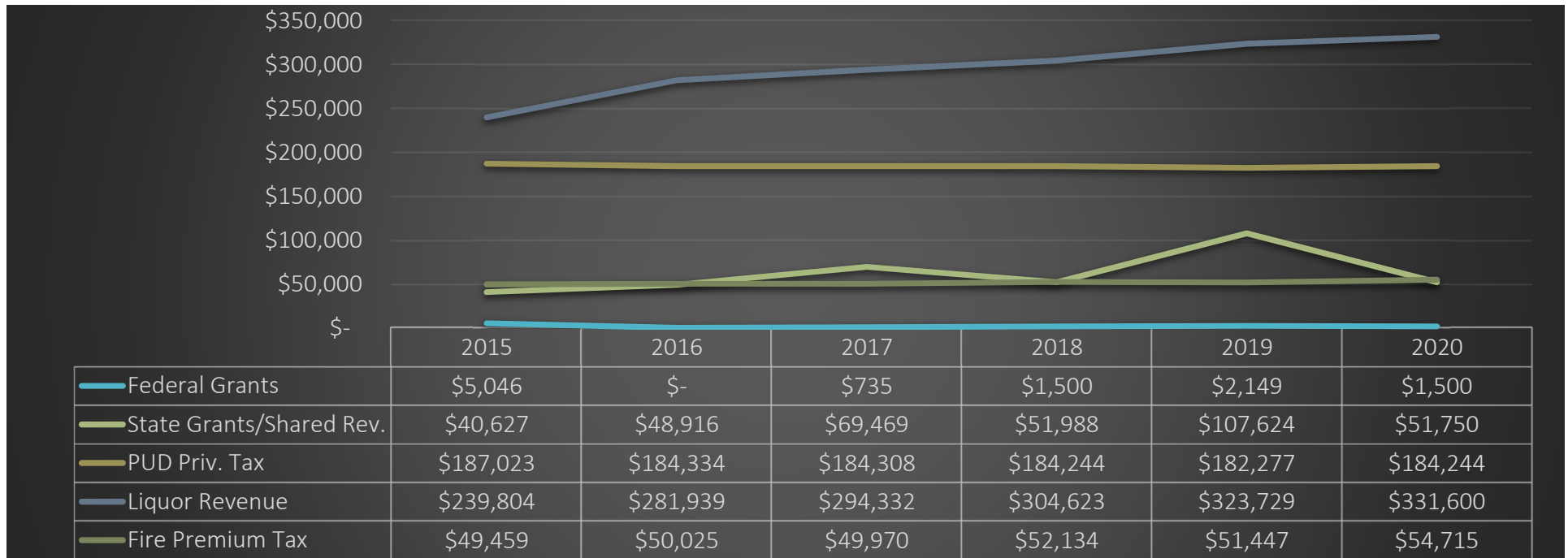


Real Estate Excise Tax



Building Permits

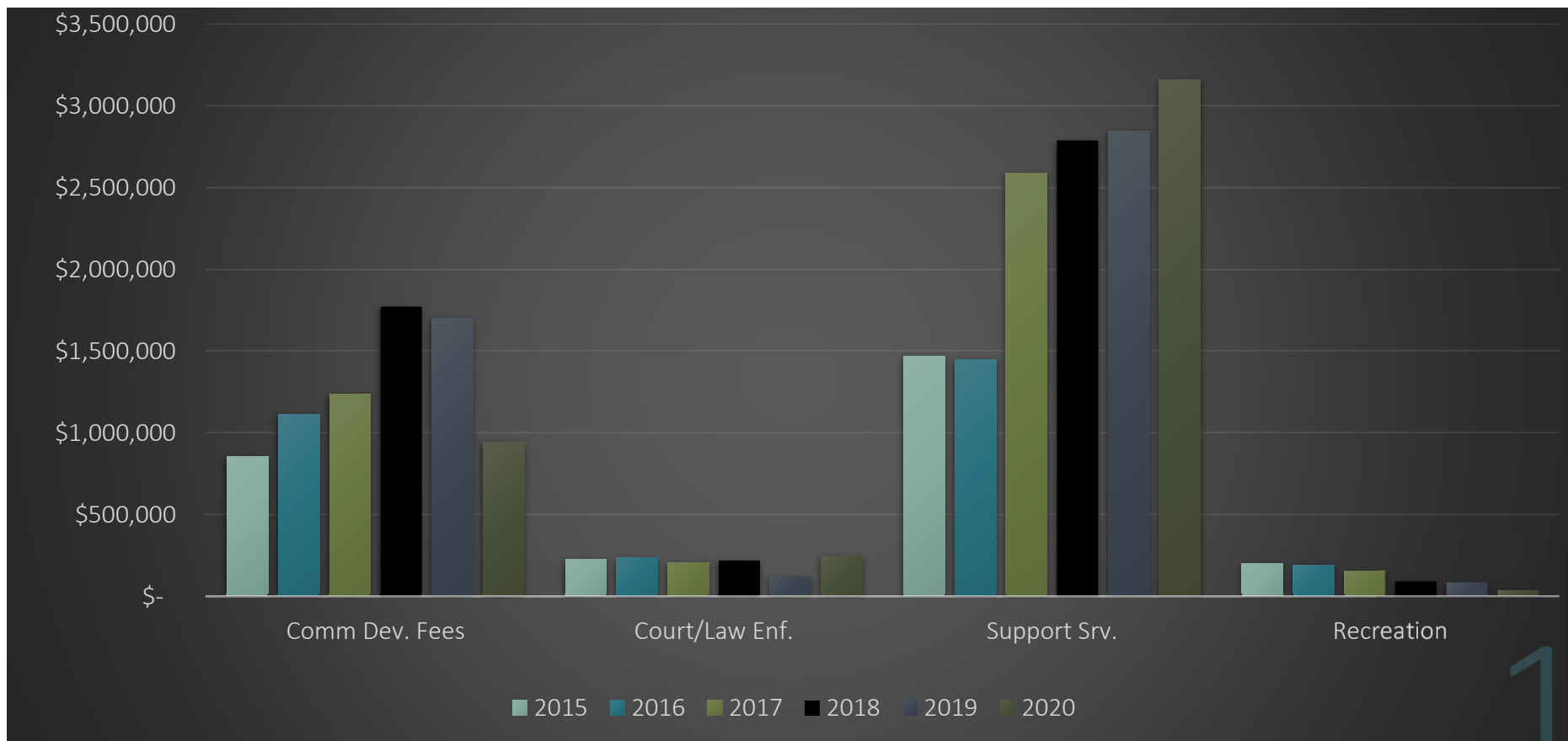




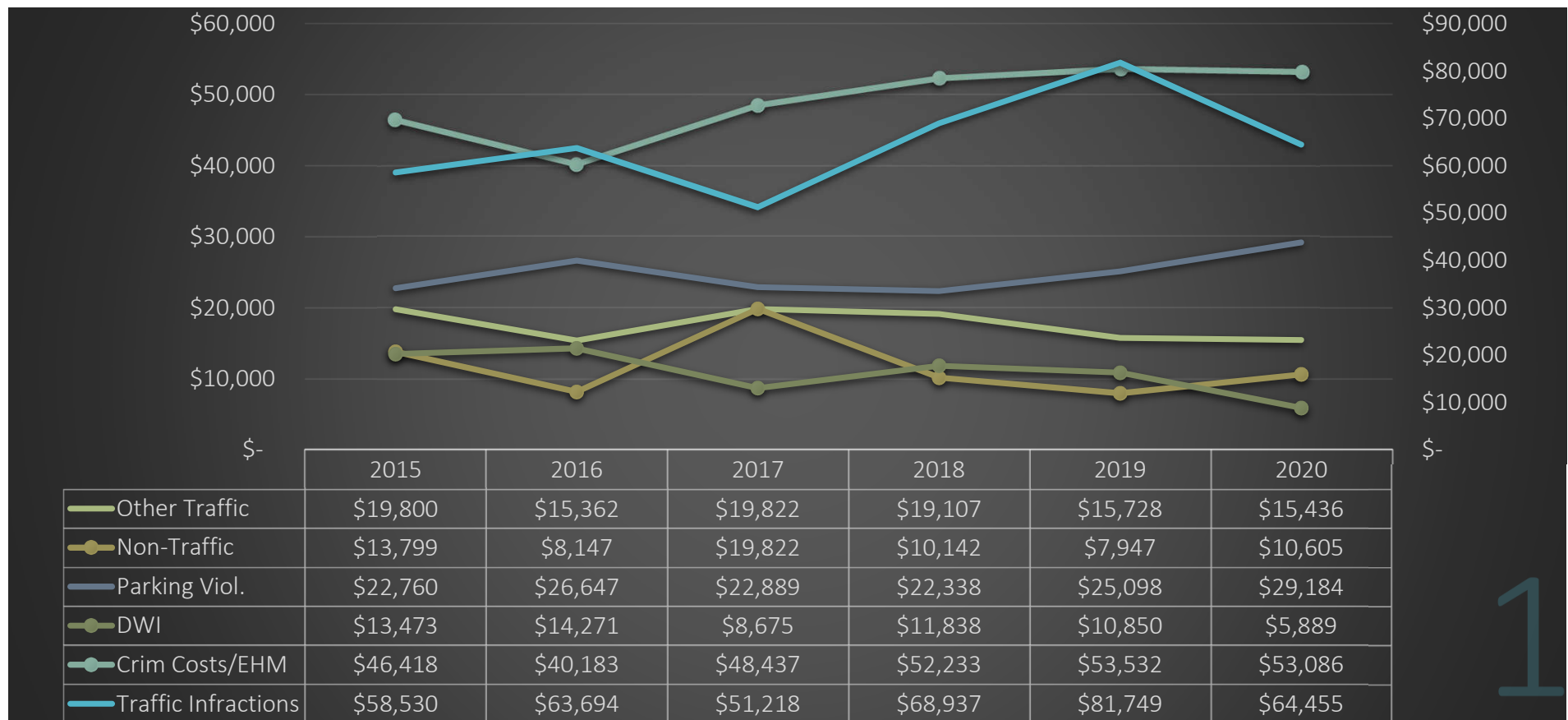
Intergovernmental

Federal grants will change with the Coronavirus Relief Fund

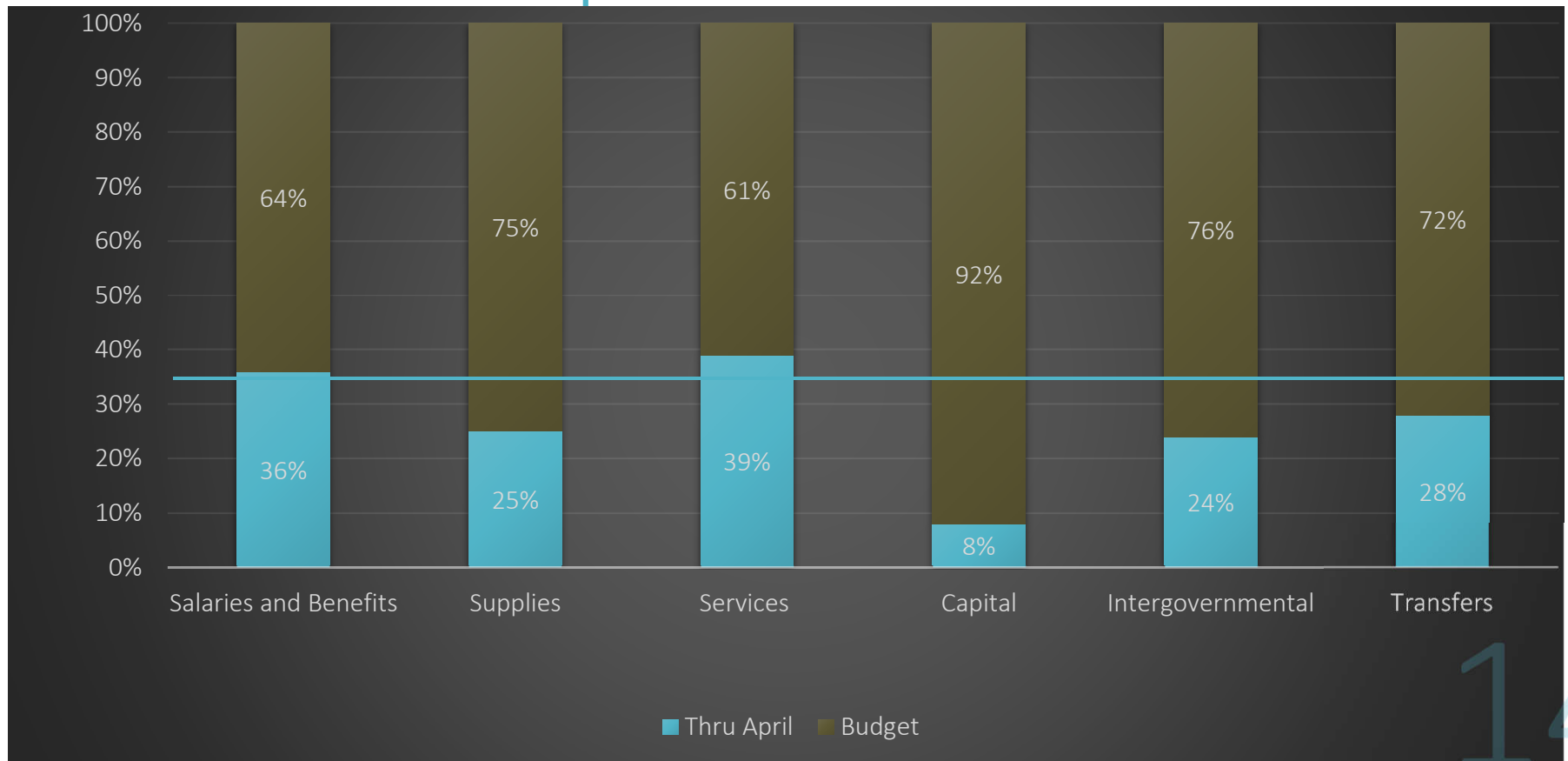
Charges for Services



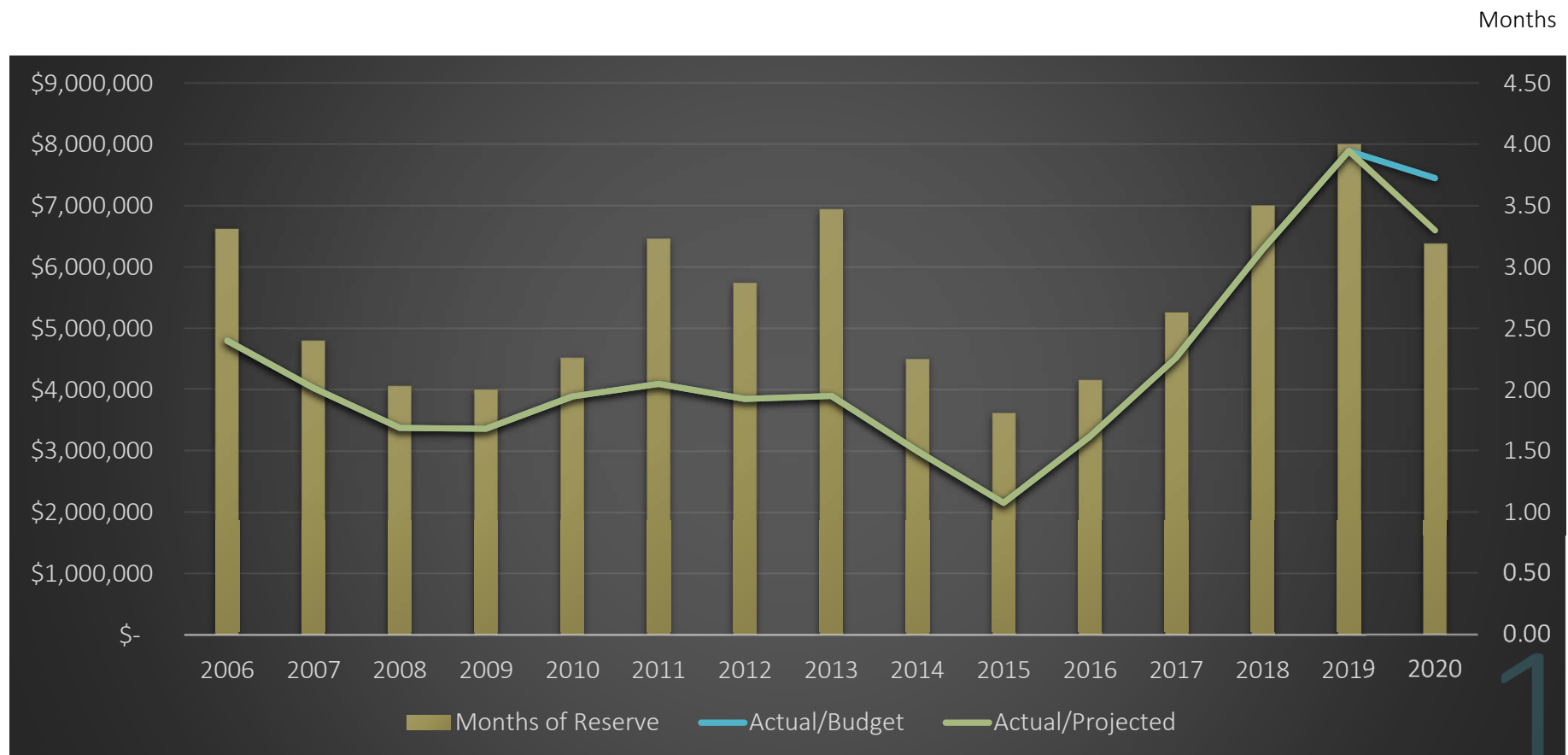
Fines and Forfeitures



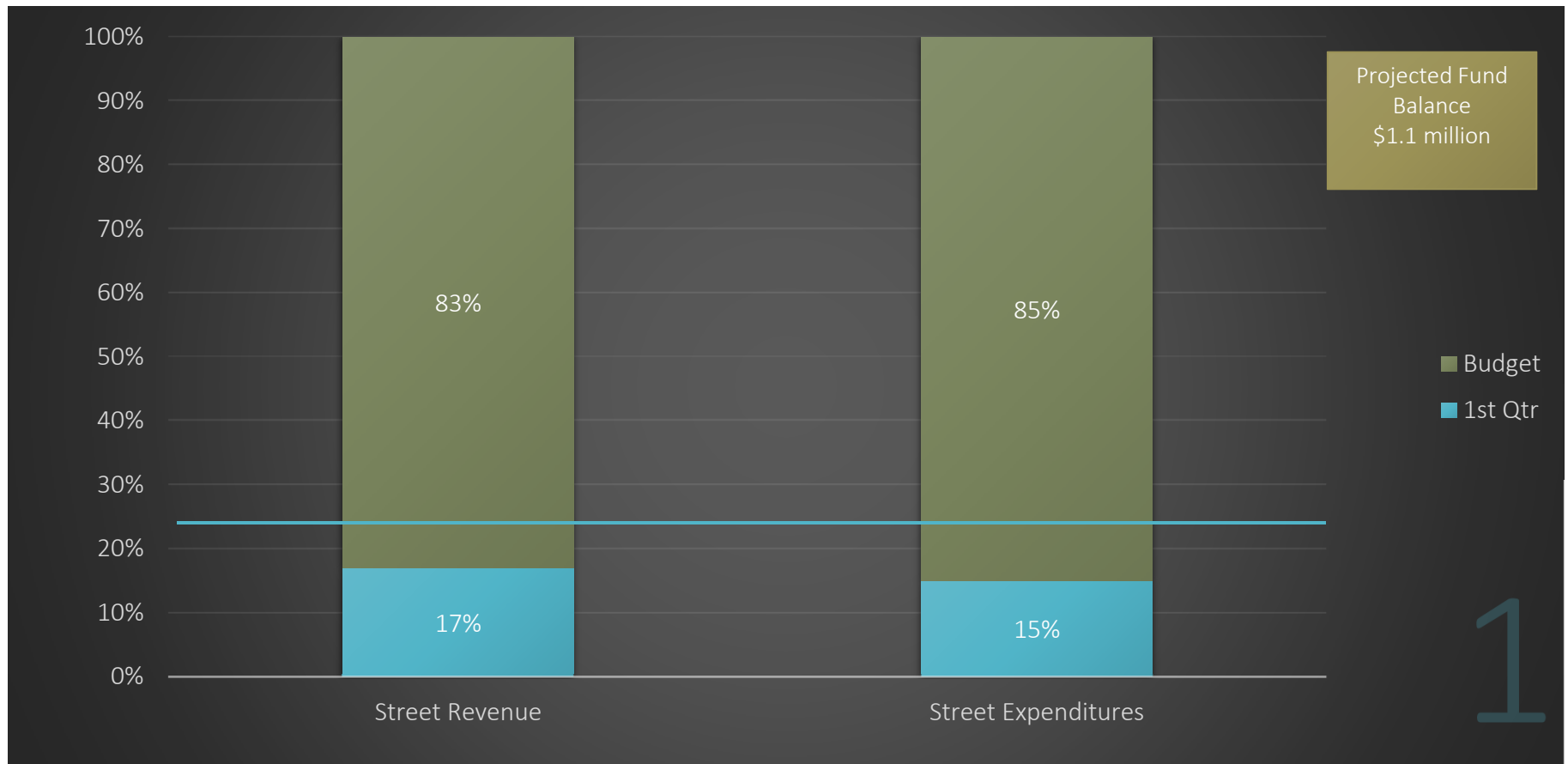
General Fund Expenditures



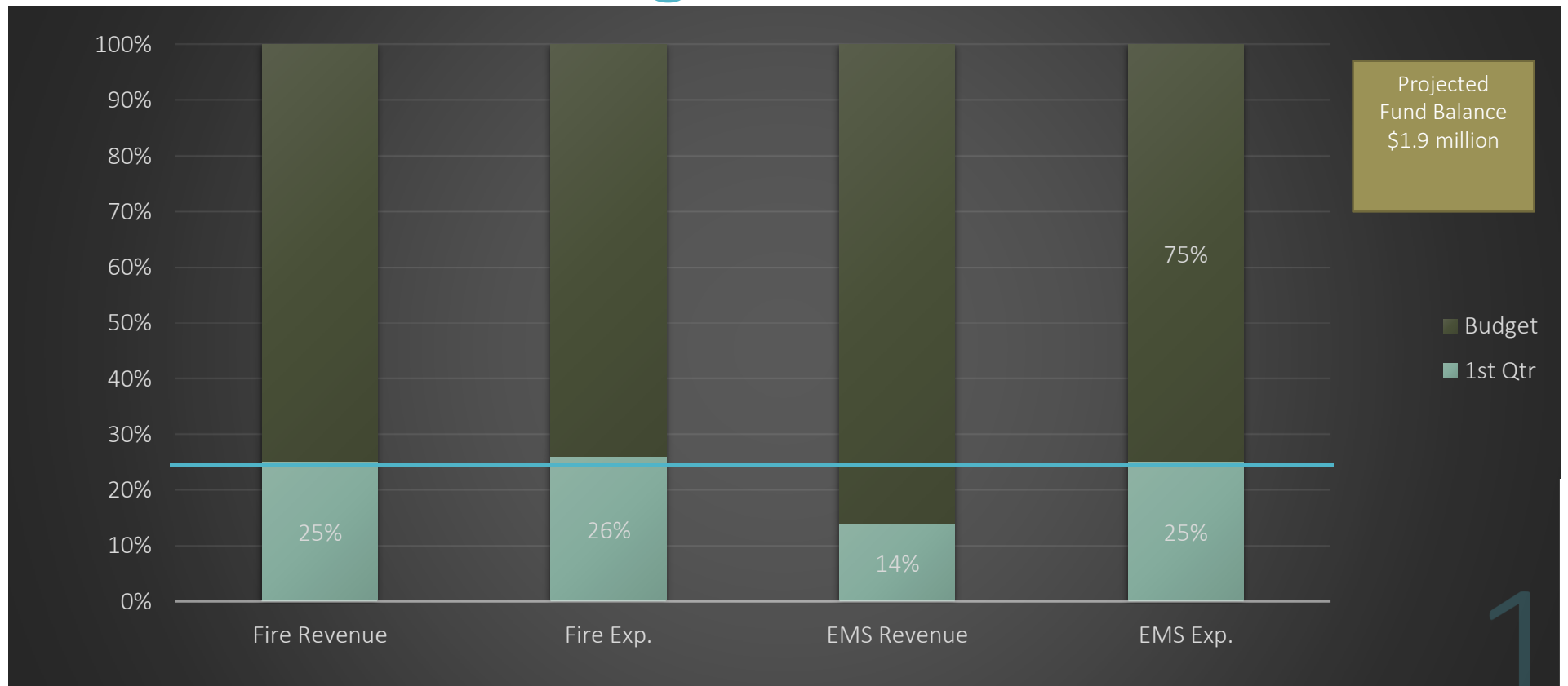
General Fund Balance



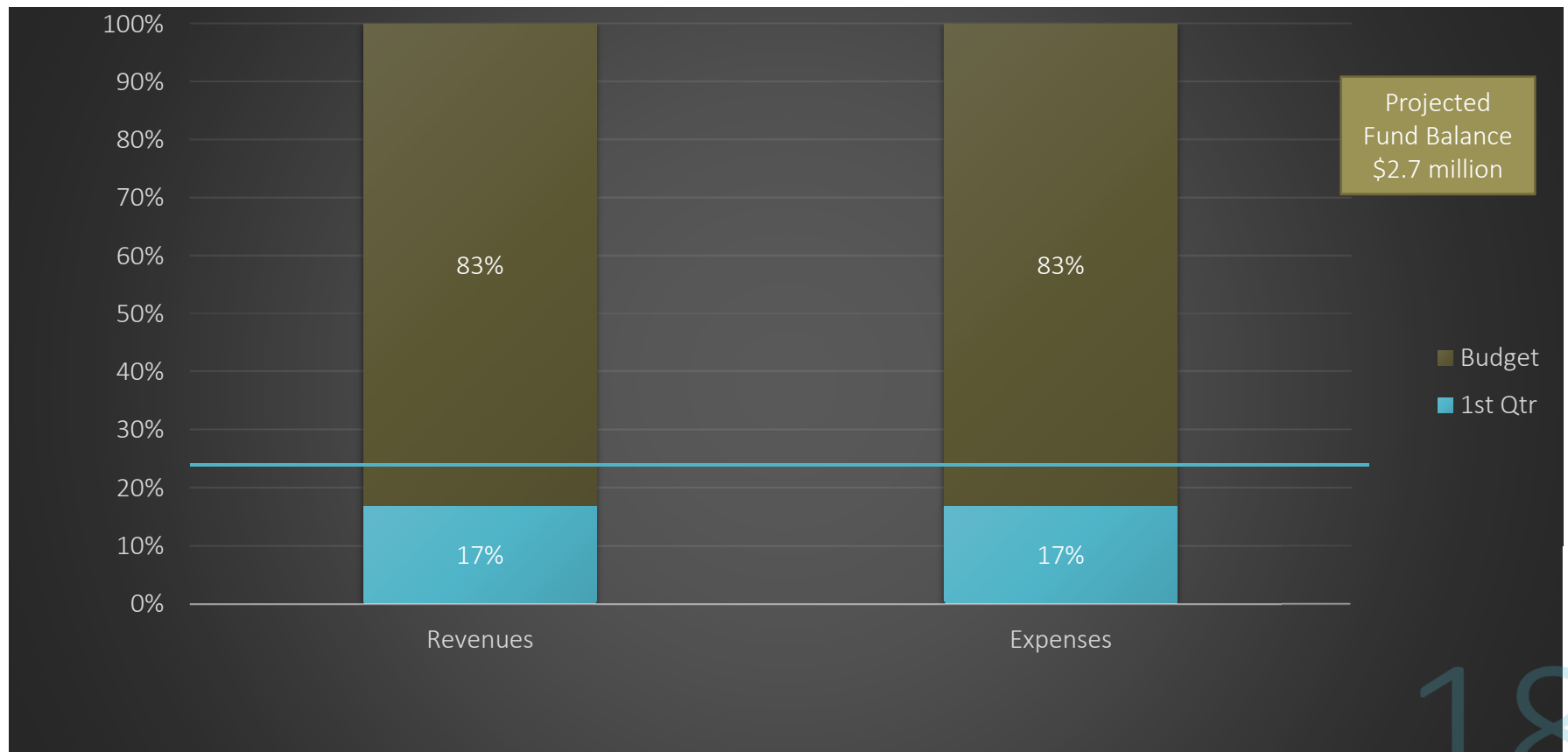
Streets



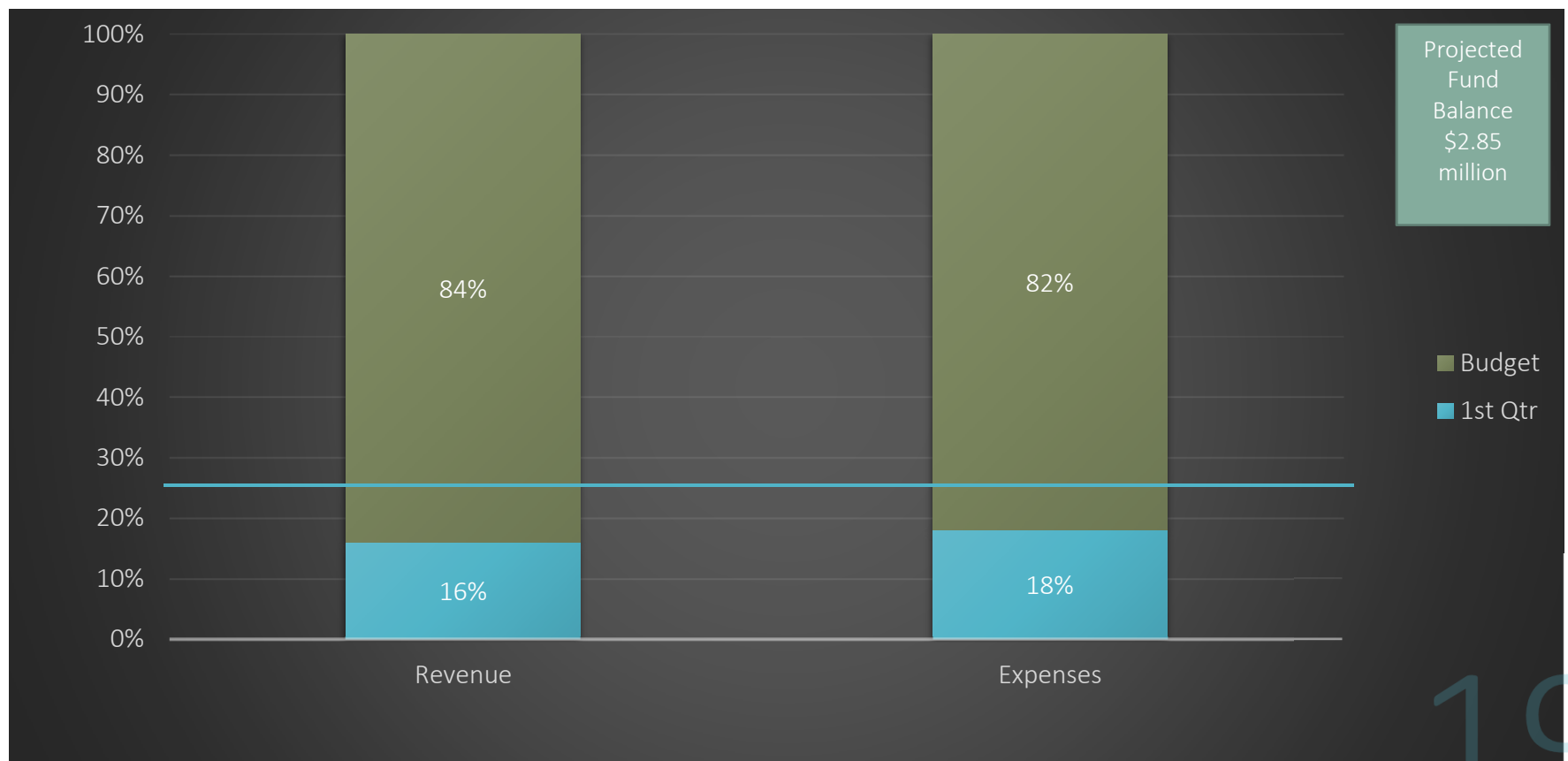
Camas/Washougal Fire and EMS



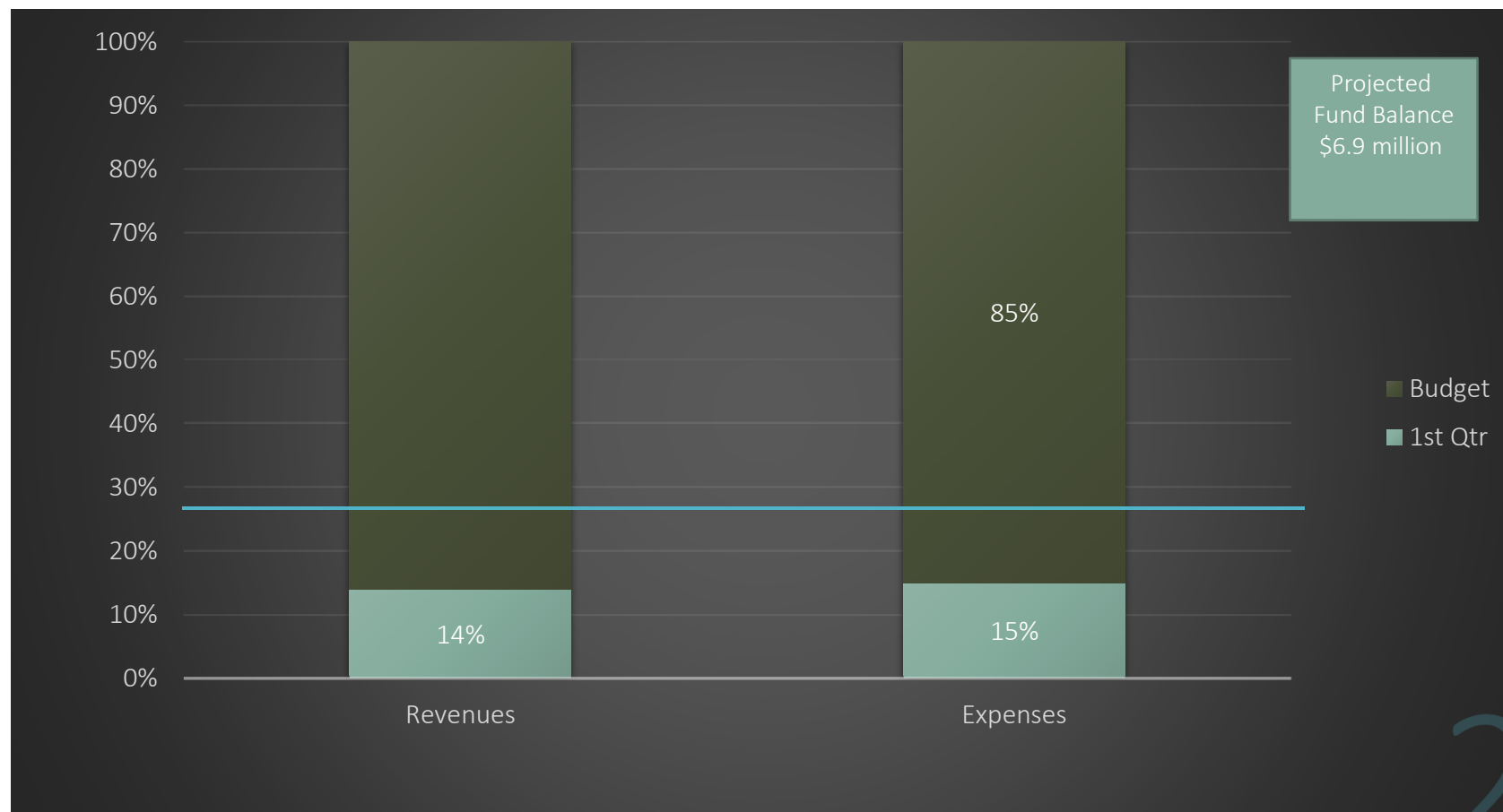
Storm Water



Solid Waste



Water/Sewer



20

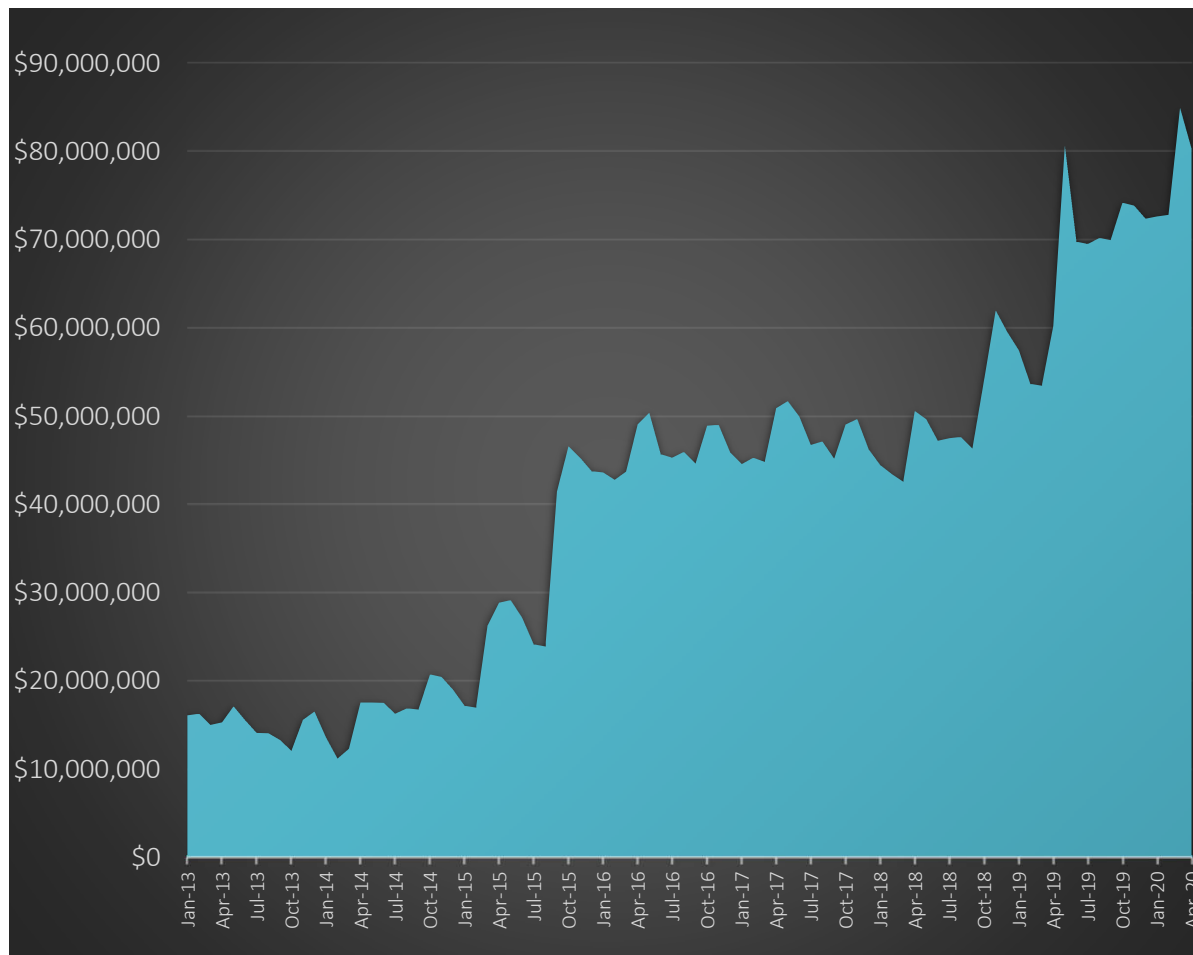
Capital Projects

GOVT. PROJECTS

Street Preservation	6%
Open Space, Trails, Parks	0%
North Shore Land Acquisition	95%
North Shore Park & Trails	0%
NW Brady	11%
NE 3 rd Ave. Bridge Retrofit	1%
Lake and Everett Intersection	2%
Leadbetter House Emerg Maint	0%
38 th Ave Phase 3	0%

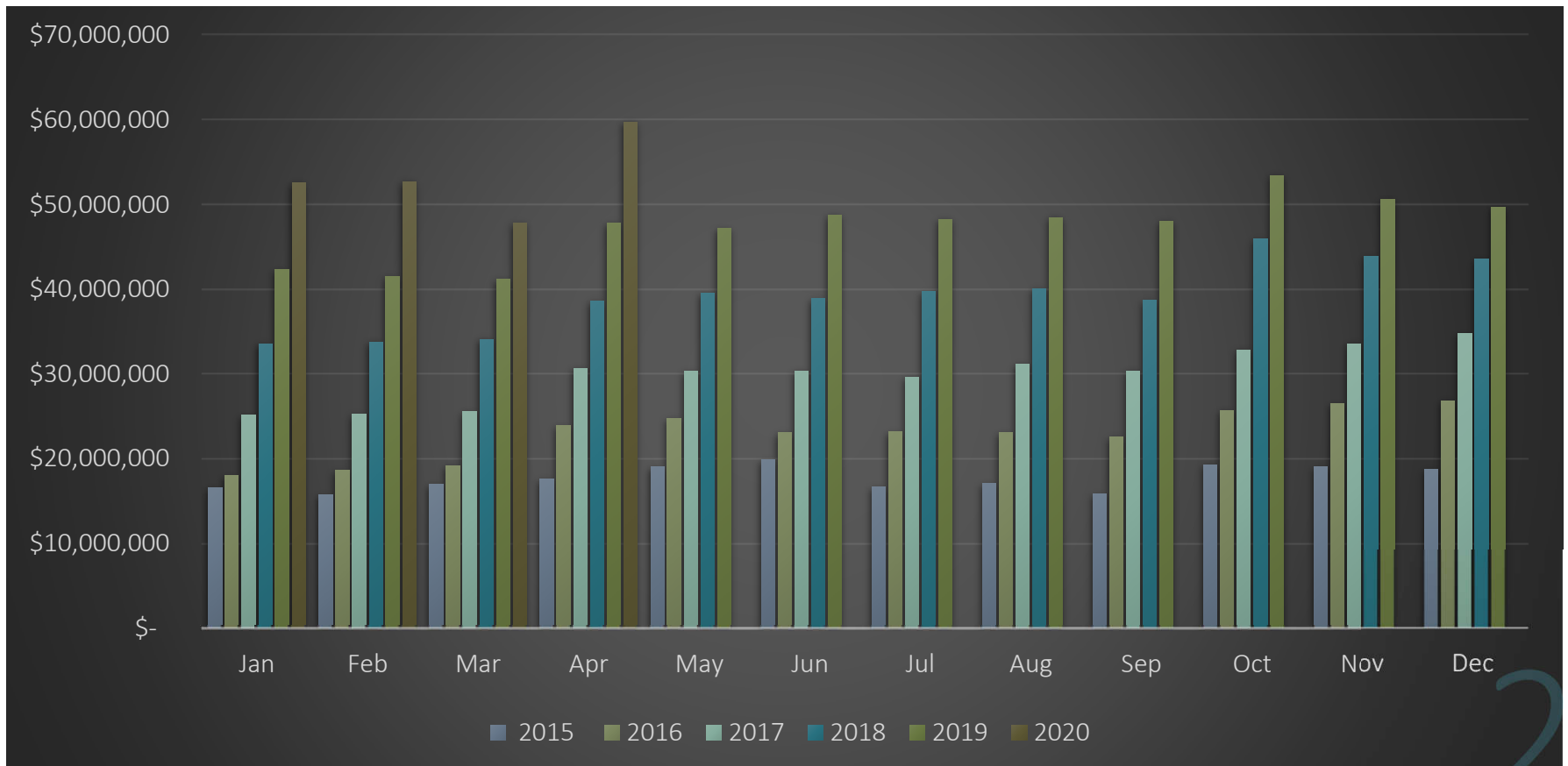
UTILITY PROJECTS

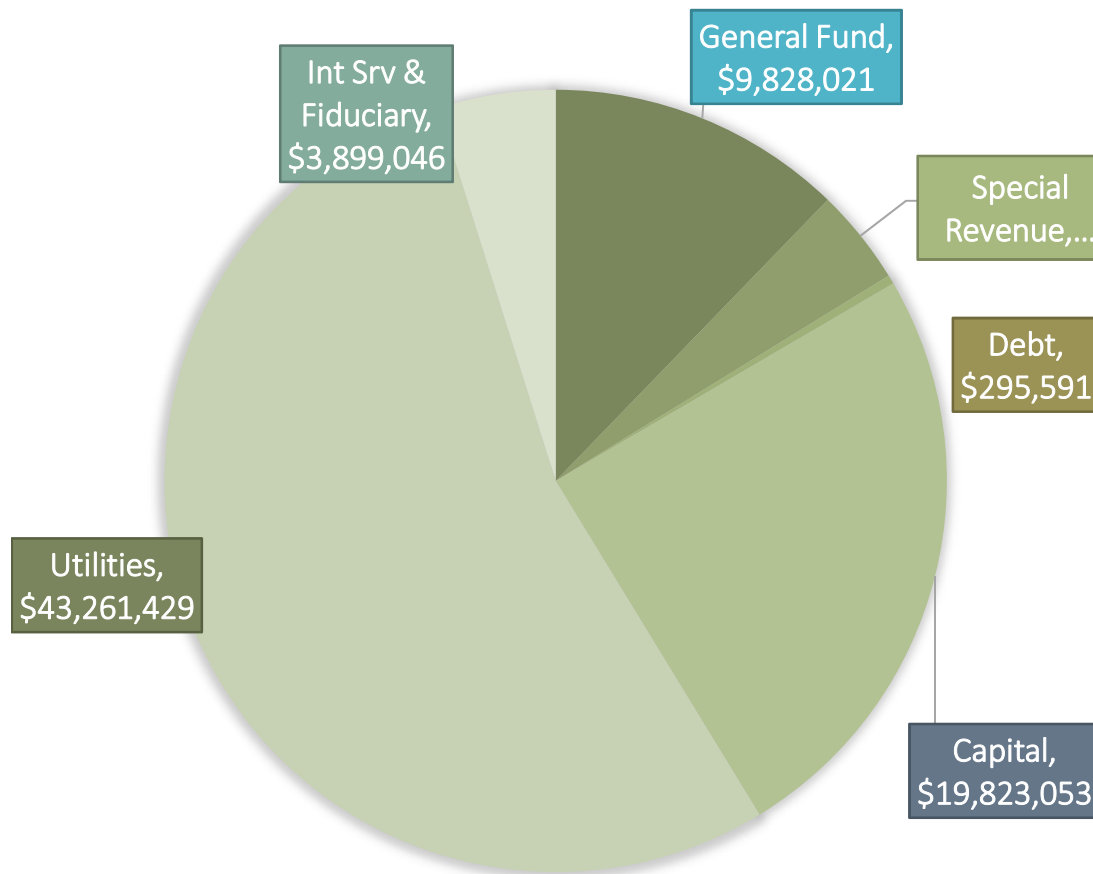
Reservoir	14%
Lacamas Creek Pump Station	22%
Water Meter Replacement	0%
Lower Prune Hill Booster St.	2%
343 Zone Supply Transmission	0%
Parker's Landing&WWTP Well	1%
Lake and Everett Water Lines	0%
Slow Sand Caustic Feed	23%
Well 614 Transmission Main	1%



Cash and Cash
Equivalent
Assets

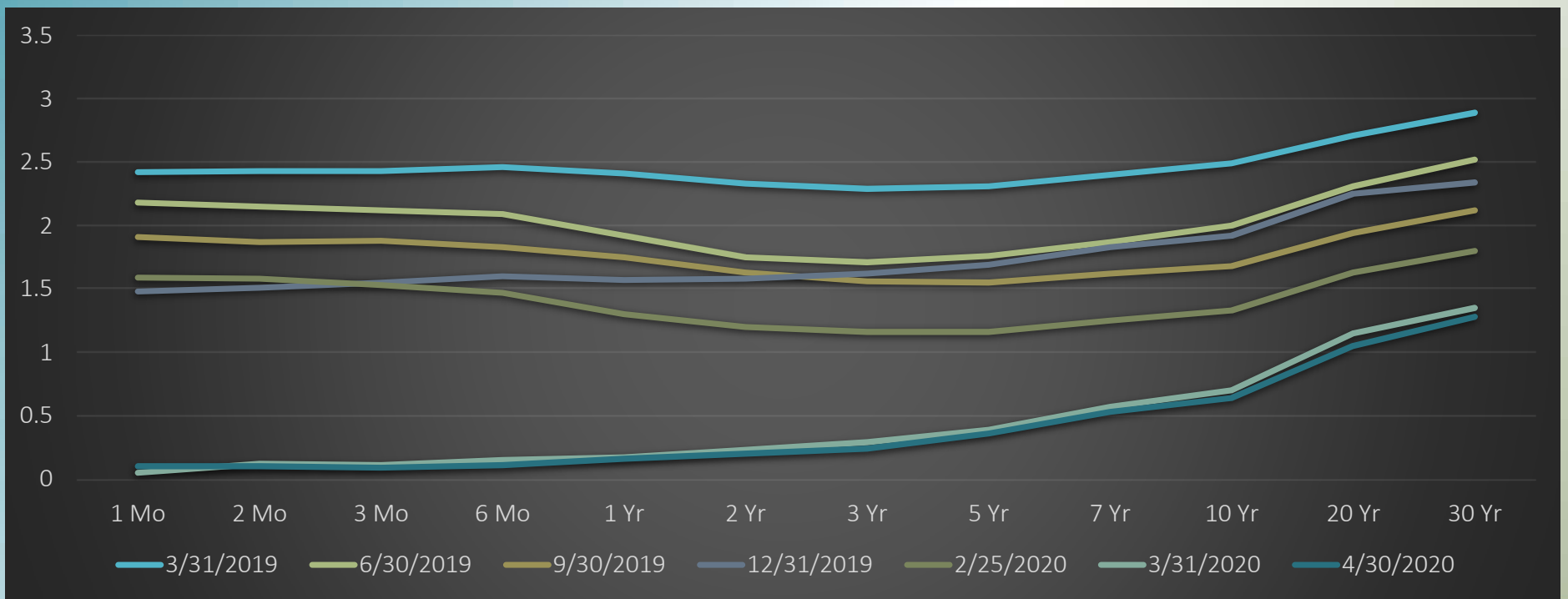
Investment Portfolio Balance



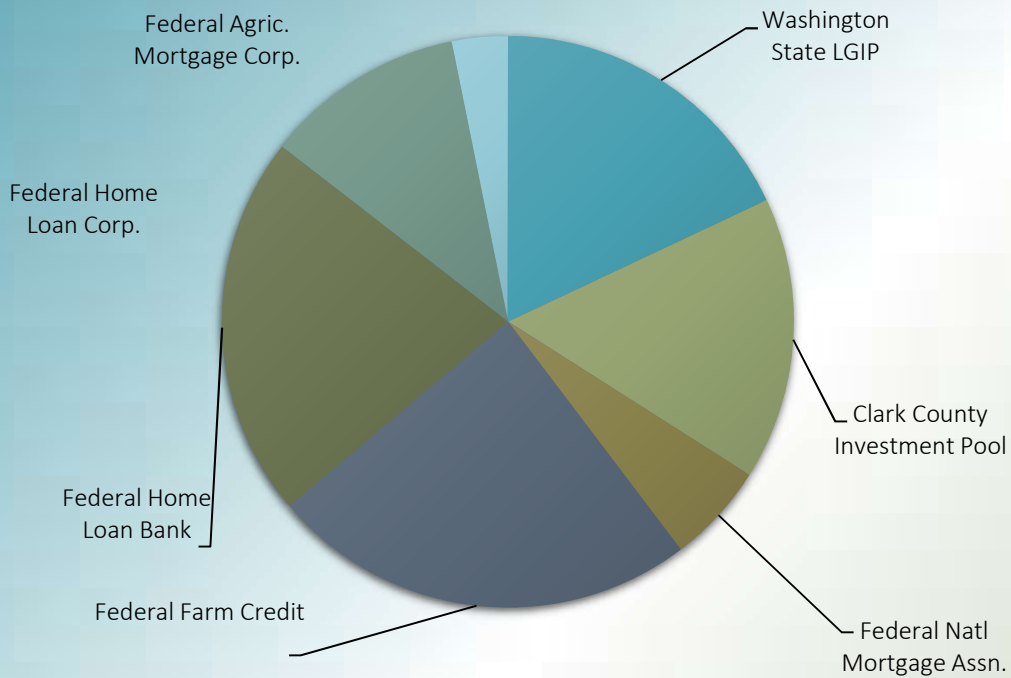


Fund Composition of Investment Portfolio

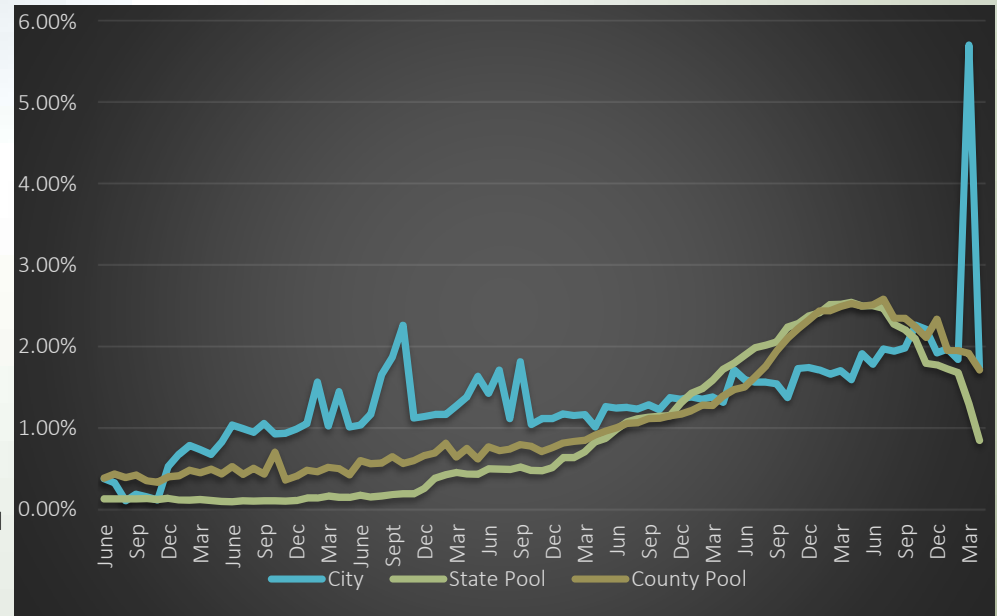
Yield Curve - Interest Rates



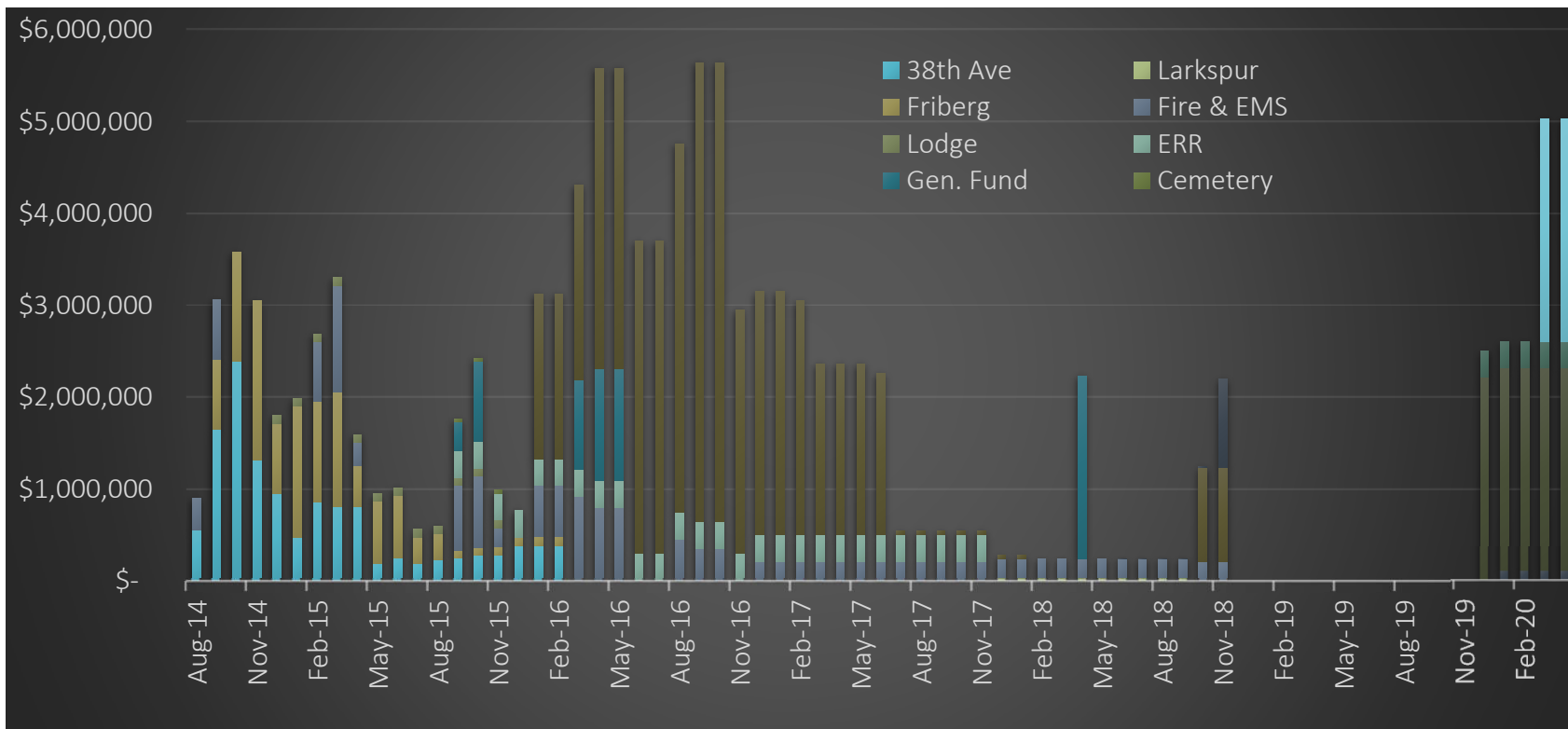
Investment Portfolio



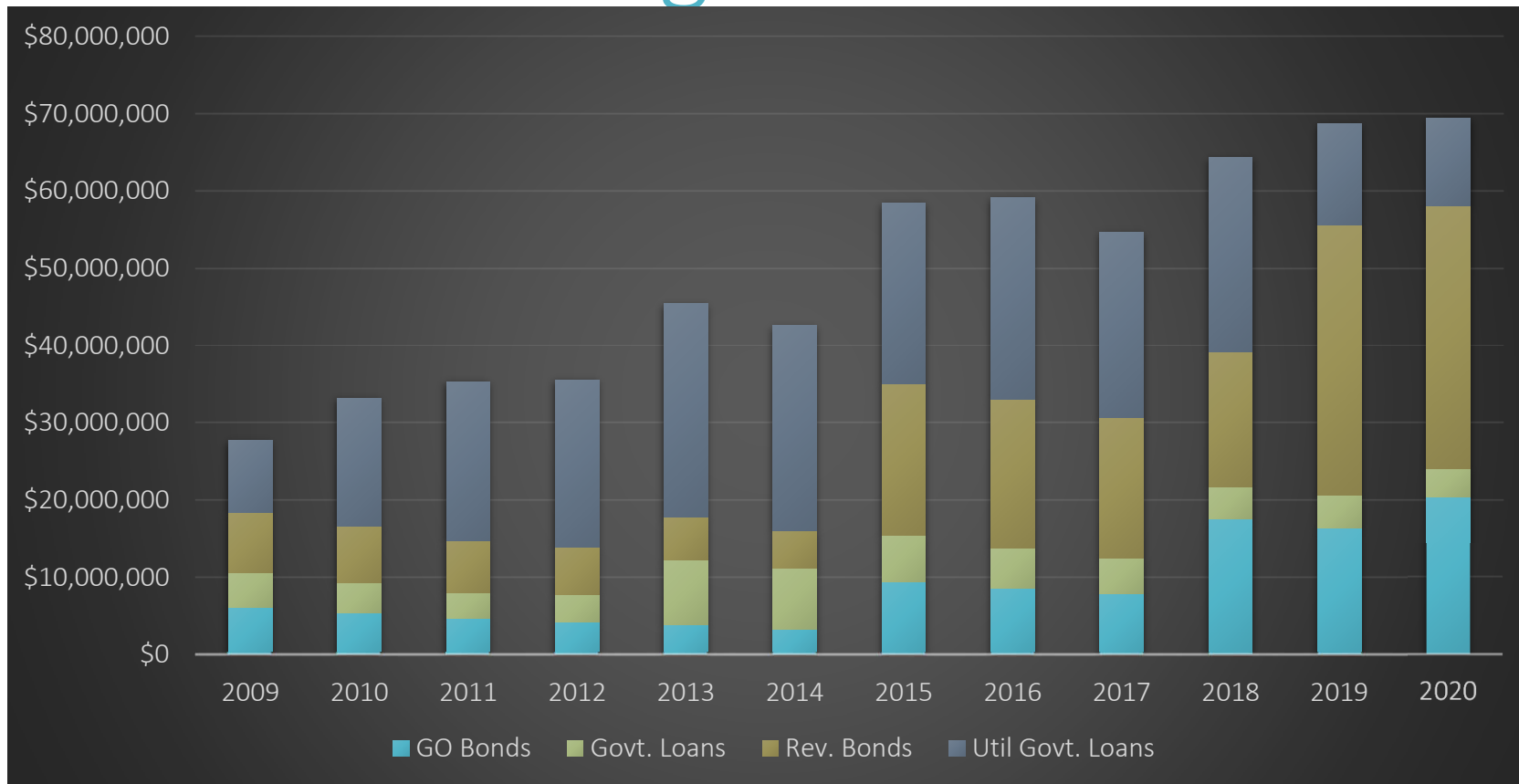
PORTFOLIO PERFORMANCE



Line of Credit

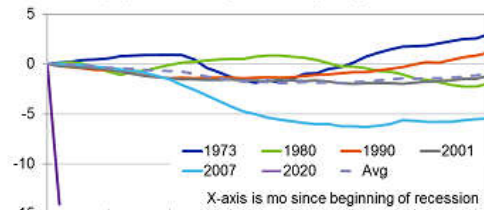


Debt Outstanding



An Enormous Hole to Fill

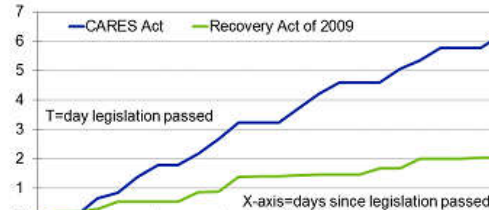
Nonfarm employment, % change since beginning of recession...



Sources: BLS, Moody's Analytics

CARES Act Trumps Past Stimulus

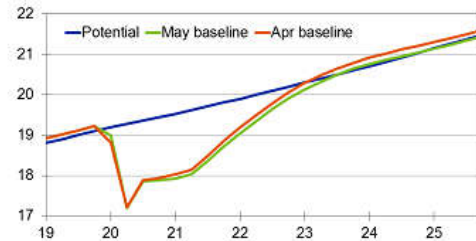
Cumulative increase in U.S. public debt-to-GDP ratio, ppt



Sources: BEA, U.S. Treasury, Moody's Analytics

Full Recovery Unlikely Until 2023

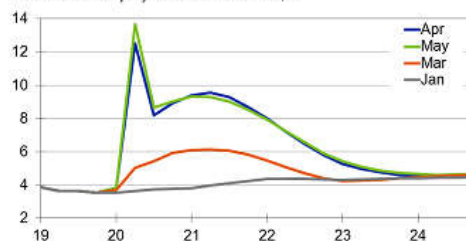
Real GDP, \$ tril, SAAR



Source: Moody's Analytics

Catching Up to the New Reality

Baseline unemployment rate forecast, %



Sources: BLS, Moody's Analytics

Outlook

Employment Good News – 75% unemployed say they are furloughed

More stimulus will be necessary

Economy should turn a corner by Memorial Day with more businesses reopening

Fed funds rate may remain low until 2023

Election Year volatility

Locally – lag factor will continue to provide time to react



City Council Special Meeting Minutes - Draft

Monday, May 04, 2020, 7:00 PM

REMOTE PARTICIPATION

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

CALL TO ORDER

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

ROLL CALL

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

Staff: Bernie Bacon, Sherry Coulter, Jennifer Gorsuch, Cathy Huber Nickerson, Shawn MacPherson, Heather Rowley and Steve Wall

Press: No one from the press was present

PUBLIC COMMENTS

Randal Friedman, 1187 NW 10th Avenue, Camas, commented about Downtown Camas and North Shore planning.

Phil Williams, 936 NE 41st, Camas, commented about Legacy Lands.

Scott McElhaney, 4227 NW Sage Loop, Camas, commented about the City's COVID-19 local response.

Scott Hogg, 3533 Norwood Street, Camas, commented about the City's public comments webpage and Legacy Lands.

John Ley, 444 NW Fremont Street, Camas, commented about the COVID-19 financial impacts to the City's budget.

Additional public comments received via publiccomments@cityofcamas.us are attached to these minutes.

STAFF PRESENTATION

1. City of Camas COVID-19 Financial Impact and Response Presentation
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview of the presentation. Discussion ensued.

CONSENT AGENDA

2. \$533,676.61 Automated Clearing House and Claim Checks Numbered 144193 to 144293; \$2,210,176.18 Automated Clearing House, Direct Deposit and Payroll

Checks Numbered 7839 to 7842 and Payroll Accounts Payable Checks Numbered 144185 through 144192; \$17,893,268.44 April Electronic Payments

3. April 20, 2020 Camas City Council Special Meeting Minutes - Draft
4. Quit Claim Lake Road & Everett Street (SR-500) Roundabout Property to WSDOT (Submitted by James Carothers, Engineering Manager)

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

MEETING ITEMS

5. City of Camas Proclamation of Civil Emergency COVID-19
Presenter: Jennifer Gorsuch, Administrative Services Director

It was moved by Council Member Smith, and seconded, that the April 6, 2020 motion confirming the Proclamation of Civil Emergency for COVID-19 dated March 18, 2020, and the Supplement dated April 15, 2020, be reaffirmed. The motion carried unanimously.

PUBLIC COMMENTS

Scott McElhaney, 4227 NW Sage Loop, Camas, commented about the City of Camas COVID-19 Financial Impact and Response presentation, supporting Downtown Camas businesses, the bi-annual budget process, and about Legacy Lands.

John Ley, 444 NW Fremont, Camas, commented about the City of Camas COVID-19 Financial Impact and Response presentation.

Phil Williams, 936 NE 41st, Camas, commented about the City's public comments webpage.

Randal Friedman, 1187 NW 10th Avenue, Camas, commented about the City of Camas COVID-19 Financial Impact and Response presentation.

Alicia King, 3457 NW Endicott Street, Camas, commented about the City's budget, the City's public comments webpage, and about urban forestry.

ADJOURNMENT

The meeting adjourned at 8:05 p.m.

Bernie Bacon

From: Douglas Strabel <dstrabel@gmail.com>
Sent: Monday, May 4, 2020 10:17 AM
To: Public Comments
Subject: City Council Public Comments
Attachments: 05042020 - COUNCIL MEETING PUBLIC COMMENTS - PART 1.pdf

Attached are my comments that will be reviewed during the public comments portion of the City Council meeting scheduled for Monday 05/04/2020.

The topic is:
City Update on Spending Reductions

thank you.....Douglas Strabel

On Friday 5/01/2020 I sent an email to get an update:

Good Morning

Just wanted to check-in and see how well the City of Camas is doing in taking the necessary actions and making the cuts in spending that we proposed last week.

The FINANCIAL IMPACT RESPONSE PRESENTATION update to the taxpayers during next Mondays CC MEETING needs to show that you are being pro-active and addressing the pending financial downdraft by taking action!!!

We could have done a lot in the last week. I'm interested in seeing how successful the City staff has been comparatively.

and received the following 2 responses:

Good morning,

As you may recall during our last meeting there was an item documenting the various postponements, hiring freezes, no overtime, etc. These have been documented with numbers and they should show in the material attached to the agenda/power-points. These are actual reductions from the budget due to the Covid-19 impacts.

The presentation also shows a revenue forecast in three scenarios based on when the community is released from the governor's stay-at-home restrictions.

Further adjustments to spending may be necessary, too soon to tell for sure, but we are monitoring and making preliminary preparations in advance.

Stay safe, stay healthy,

Greg Anderson Councilmember

Hi Douglas,

Thank you for your email inquiring about the City's progress on expense reduction. The City is taking a phased approach to spending cuts. Staff and the Finance Committee are implementing numerous changes to immediately cut spending. Many of your recommendations are similar and therefore incorporated into this phased plan. At the May 4th City Council meeting, the Council will review the first phase of the 2020 revised budget, May - July 2020.

The City staff and Finance committee acted quickly to cut costs implementing policies, canceling and deferring purchases. Receipts are reviewed weekly so the City can adjust immediately while using this data as early indicators for planning the next phase. Similarly, the City has modeled delays and decreases in revenue. Staff and Council Members are committed to taking a fiscally responsible approach. Thank you for your input.

Enjoy your weekend!

Regards,
Ellen

Ellen L. Burton
Camas City Council Member I Ward 3

Bernie Bacon

From: Douglas Strabel <dstrabel@gmail.com>
Sent: Monday, May 4, 2020 10:21 AM
To: Public Comments
Subject: City Council Public Comments
Attachments: 05042020 - COUNCIL MEETING PUBLIC COMMENTS - PART 2.pdf

Attached are my comments that will be reviewed during the public comments portion of the City Council meeting scheduled for Monday 05/04/2020.

The topic is:
REVIEW OF FINANCIAL IMPACT PRESENTATION

thank you.....Douglas Strabel

After reviewing the proposed 5/04 FINANCIAL IMPACT PRESENTATION there are quite a few questions:

How much will the savings you have already implemented, save each month?

What dollar amount of your savings are one time savings, versus how much are monthly savings that will last for as long as needed??

The 2019/2020 City Budget called for spending \$195M, with \$191M in taxpayer money as income. **That's \$4M in deficit spending.**

To recap the "General Fund" makes up 25% of the budget. The City expected to start the year with about \$57M available in the General Fund, which is one of over a half dozen different buckets of money that are received and spent. (EMS, Roads, Parks, etc. make up the rest of the buckets).

Salaries & Benefits make up \$57M in expenses. (Again of the total \$195M budgeted expenditures). The city was planning to spend \$69M on Capital Projects.

The city had \$12M budgeted for DEBT payments. Does include or exclude the debt on the money spent for the Roundabout and for the Northshore land purchase (\$17M) added??

The Presentation shows the current "plan" is to spend city reserves, taking it from 37% down to 15% in just 3 months. Why??

It would appear you're depleting over HALF of the city's "rainy day fund" in 3 months.

That makes zero sense to me.

Furthermore, the plan only shows through the end of July. Why??

The 2019/2020 budget goes through the end of the year.

What is the LINE ITEM DETAIL of the PHASE 1 Spending Cuts??

**What are the DETAILS of the PHASE 2, 3 and 4??
When do the TAXPAYERS see the WHOLE PLAN??
Where is the TOTAL PLAN for 2020??**

What are your plans for the rest of the year? How much do you believe you need to save in spending for the next 7 months?

Two weeks ago you talked about cutting out Travel – the 2018/2019 average was only \$60K total for each year. That is not enough to make any difference!!!

Seems like the GOAL of this whole exercise is to TRACK SPENDING.

The GOAL should be REDUCE SPENDING!!

PAYROLL EXPENSE – AFTER LAND/CAPITAL PROJECTS ARE THE BIGGEST ONGOING EXPENSE

WHEN WILL THIS BE ADDRESSED???

Bernie Bacon

From: Phil Williams <pw54.city@gmail.com>
Sent: Monday, May 4, 2020 7:21 PM
To: Public Comments
Cc: Barry McDonnell
Subject: Questions about legacy lands (please reuse and answer online as written)

For quick context, during the April 6th meeting a citizen called into comment. She wanted to thank everyone involved in acquiring legacy lands and called them “a gift to Camas for generations to come” She continued “I want to thank you on behalf of my children and my children’s children”.

Question 1:

Are legacy lands legally protected for generations to come? If so, what are those protections in legal terms?

Question 2:

How long does the city have to wait until they can start the process to convert a legacy land back to a property that can be rezoned and developed or outright sold?

Question 3:

Without referring me to the Clark County Preservation Futures, so in Camas’ own words, can you or Shawn please tell us what the step by step process would be for Camas to convert these legacy lands to any other use if they chose to do so?

PROCLAMATION OF CIVIL EMERGENCY

CITY OF CAMAS, WASHINGTON

Whereas, Camas Municipal Code Section 2.48.020 provides that in the event an emergency occurs which causes or is tending to cause danger or injury to persons or damage to property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare then the Mayor may proclaim a civil emergency to exist; and

Whereas, in the interest of public safety and welfare, Washington state law under Chapter 38.52 RCW sets forth certain powers exercisable by municipalities in the event of emergencies; and

Whereas, Camas Municipal Code Chapter 8.56 sets forth additional procedures and powers related to Emergency Management; and

Whereas, on February 29, 2020, Governor Jay Inslee declared a state of emergency due to the public health emergency posed by the coronavirus 2019 (hereafter COVID-19); and

Whereas, on March 13, 2020, the Clark County Council announced a state of emergency resolution for Clark County regarding COVID-19. Similar emergency declarations have been issued in Washington, Multnomah, and Clackamas counties in the Portland metropolitan area; and

Whereas, on March 13, 2020, Governor Inslee ordered all K-12 public and private schools in Washington State to close by no later than March 17, 2020 and remained closed through April 24, 2020, further ordering on March 16, 2020 a statewide emergency proclamation to temporarily shut down restaurants, bars and entertainment and recreational facilities and ban all gatherings with over 50 participants, with all gatherings under 50 participants to be prohibited unless previously announced criteria for public health and social distancing are met; and

Whereas, on March 13, 2020, President Donald Trump declared a national emergency in the United States of America related to the COVID-19 outbreak; and

Whereas, as of March 14, 2020, the Washington State Department of Health reported a total of 642 confirmed cases of COVID-19 with 40 resulting deaths. As of March 14, 2020, at least 3 confirmed cases of COVID-19 have been reported in Clark County; and

Whereas, as reported by the Washington State Department of Health:

Public health experts agree that the true number of people who have been infected with COVID-19 in Washington greatly exceeds the number of COVID-19 infections that have been laboratory-confirmed. It is very difficult to know exactly how many people in Washington have been infected to date since most people with COVID-19 experience mild illness and the ability to get tested is still not widely available; and

Whereas, as Mayor of the City of Camas I have determined that it is necessary to proclaim the existence of a civil emergency and to take such actions as may be required to effectively utilize city resources in the protection of the public health, safety and welfare;

NOW, THEREFORE I, Barry McDonnell, Mayor of the City of Camas, Proclaim as follows:

1. I declare there is a civil emergency caused by COVID-19 in the City of Camas.
2. The civil emergency requires the implementation of those powers delineated in Chapter 2. 48 and 8.56 of the Camas Municipal Code and Chapter 38.52 RCW.
3. To the extent of such powers as granted by law, the City may enter into contracts and incur obligations, and take any other appropriate action necessary to address and respond to the emergency to protect the health and safety of persons and properties and to provide emergency assistance to persons affected by this emergency.
4. These powers will be exercised in light of the exigencies of the situation without regard to the formalities prescribed by State statutes and rules, or by City ordinance (except for mandatory constitutional requirements). These include but are not limited to budget law limitations, requirements for competitive bidding, publication of notices related to the performance of public work, entering into contracts, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and equipment, and the appropriation and expenditure of funds.
5. I delegate to the Department heads and their designees the authority to solicit quotes and estimates for contracts necessary to combat the emergency. Department heads may enter into contracts in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). Contracts over this amount will be signed by the Mayor.
6. Department heads are further authorized to reassign staff from their ordinary duties to work deemed necessary to address the emergency outside their normal job duties and to require work beyond normal working hours in the performance of duties deemed necessary to respond to the emergency.
7. Pursuant to Camas Municipal Code sections 2.48.020 and 8.56.080 a copy of this Proclamation shall be filed with the City Clerk, a copy delivered to the Director of Emergency Management, State Emergency Management, and the Governor and the news media within the City shall be advised, with copies of this Proclamation posted at public places as may heretofore be designated.
8. This Proclamation will take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code Section 2.48.040.

DATED AND SIGNED THIS 18th DAY OF MARCH, 2020.

City of Camas



Mayor Barry McDonnell

SUPPLEMENT TO PROCLAMATION OF CIVIL EMERGENCY
ISSUED MARCH 18, 2020
CITY OF CAMAS, WASHINGTON

The recitals as set forth in the Proclamation of Civil Emergency, City of Camas, Washington issued March 18, 2020 are hereby adopted by reference.

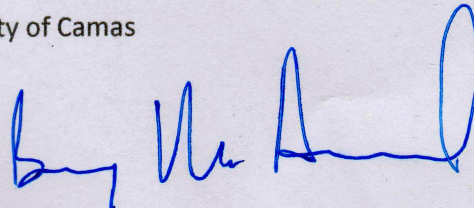
For and as supplement to said Proclamation, as Mayor of the City of Camas, do Proclaim as follows:

1. The City hereby implements a moratorium on the hiring of new employees with exceptions to be granted on a case-by-case basis by the Mayor.
2. City employee accrual of overtime shall be limited to emergency and unavoidable circumstances.
3. The City hereby implements a moratorium on the hiring of any seasonal staff with exceptions to be granted by the Mayor.
4. No employee or elected official business travel, conference attendance, or training shall be occur except as required by law, with limited exceptions as may be otherwise approved in advance.
5. All City departments shall maintain their ongoing strict adherence to established budgets.
6. City capital projects deemed non-essential will be placed on hold.

This Supplement to Proclamation of Civil Emergency shall take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code 2.48.040.

DATED AND SIGNED THIS 15TH DAY OF APRIL, 2020

City of Camas



Mayor Barry McDonnell



Staff Report – Meeting Item

Bid Award - 2020 Citywide Asphalt Repairs
Presenter: Steve Wall, Public Works Director

Phone	Email
360.817.7899	swall@cityofcamas.us

SUMMARY/NEED: As part of the City's on-going pavement preservation program a portion of NW Camas Meadows Drive (west of NW Payne Road) and NE Cedar Street (between NE 2nd Street and NE 3rd Street) were selected for asphalt overlay repairs for the 2020 pavement overlay program. The city's combined street assets are considered to be the highest value asset the city owns and preserving the asphalt at regular intervals is more cost effective than waiting for failure and then reconstructing.

The City's estimate of construction cost was \$235,050. The advertisement for competitive bids was published in late April and bids were opened and read aloud on May 12th. The lowest responsive, responsible bidder was Lakeside Industries with a bid of \$174,688. Assuming Council awards the bid to Lakeside Industries, all construction activity is anticipated to be completed no later than August 21, 2020.

COVID-19 CONSIDERATIONS: Award of this contract is necessary at this time to complete all work during the summer months. Waiting to complete this work will allow further deterioration of the existing roadways potentially causing increased repairs and cost to preserve the existing asphalt. The construction activities required for this project have been determined to be low-risk activities and allowed by the social distancing and other COVID-19 requirements issued by Governor Inslee. The Contractor will be required to submit a COVID-19 response plan prior to beginning work that describes the social distancing and safety measures that will be enforced at all times.

BUDGET IMPACT: This project is fully funded as part of the 2020-operating budget for the City's on-going preservation program.

RECOMMENDED ACTION: Staff recommends the City Council Award the 2020 Citywide Asphalt Repairs to Lakeside Industries in the amount of \$174,688 with up to 10 percent change order authorization by Staff.



I, Denis Ryan, hereby certify that these bid tabulations
are correct.

Denis Ryan
Denis Ryan, Public Works/Operations Supervisor

5/12/2020
Date

PROJECT NO. T1029

DESCRIPTION: 2020 CITYWIDE ASPHALT REPAIRS

DATE OF BID OPENING: May 12, 2020 Time: 10:00 AM

SW

City of Camas
Engineer's Estimate

Lakeside Industries
P.O. Box 820465
Vancouver, WA 98682

Granite Construction CO.
16821 SE McGillivray Blvd
Suite 210B
Vancouver, WA 98683

Clark & Sons Excavating Inc
7601 NE 289th Street
Battle Ground, WA 98604

Brix Paving Northwest, Inc
P.O. Box 2388
Tualatin, OR 97062

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1	5,200.00	\$ 5,200.00	6,000.00	\$ 6,000.00	3,834.00	\$ 3,834.00	\$ 11,500.00	\$ 11,500.00	\$ 20,000.00	\$ 20,000.00
2	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	20,000.00	\$ 20,000.00	11,500.00	\$ 11,500.00	9,000.00	\$ 9,000.00	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00
3	EROSION/WATER POLLUTION CONTROL	LS	1	1,000.00	\$ 1,000.00	630.00	\$ 630.00	1,200.00	\$ 1,200.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00
4	PLANING ROADWAY MATERIALS INCLUDING HAUL, MAX 2-INCH DEPTH	SY	5,100	6.00	\$ 30,600.00	3.13	\$ 15,963.00	3.50	\$ 17,850.00	\$ 3.00	\$ 15,300.00	\$ 4.00	\$ 20,400.00
5	HMA FOR PAVEMENT REPAIR CL. 1/2 In. PG 64-22	TON	10	250.00	\$ 2,500.00	170.00	\$ 1,700.00	175.00	\$ 1,750.00	\$ 200.00	\$ 2,000.00	\$ 150.00	\$ 1,500.00
6	HMA CL. 1/2 In. PG 64-22	TON	1,650	100.00	\$ 165,000.00	82.10	\$ 135,465.00	87.00	\$ 143,550.00	\$ 96.00	\$ 158,400.00	\$ 100.00	\$ 165,000.00
7	UTILITY/MANHOLE PROTECTION AND ADJUSTMENT	EA	5	500.00	\$ 2,500.00	170.00	\$ 850.00	500.00	\$ 2,500.00	\$ 700.00	\$ 3,500.00	\$ 500.00	\$ 2,500.00
8	TEMPORARY PAVEMENT MARKINGS	LF	4,000	0.50	\$ 2,000.00	0.12	\$ 480.00	0.50	\$ 2,000.00	\$ 0.20	\$ 800.00	\$ 0.25	\$ 1,000.00
9	PAINT LINE	LF	5,000	1.25	\$ 6,250.00	0.42	\$ 2,100.00	0.50	\$ 2,500.00	\$ 0.38	\$ 1,900.00	\$ 0.50	\$ 2,500.00
				Subtotal	\$ 235,050.00			\$ 174,688.00	\$ 184,184.00			\$ 196,400.00	\$ 229,900.00
				BID TOTAL:	\$235,050.00			\$174,688.00	\$184,184.00			\$196,400.00	\$229,900.00

Apparent Low Bidder: Lakeside Industries



Staff Report

May 18, 2020 Council Meeting

NE 22nd Avenue Improvements Bid Award

Presenter: James Carothers, Engineering Manager

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

SUMMARY/NEED:

NE 22nd Avenue between NE Everett Street and NE Lone Street is heavily traveled by school buses from the Camas School District Bus Barn located immediately east of the project limits. The existing pavement is in very poor condition and has been patched and repaired extensively over many years. The condition of the pavement has finally deteriorated to the point that maintenance activities are no longer sufficient to keep the roadway serviceable. It is essential that this section of roadway be reconstructed prior to the beginning of school in September 2020 when traffic volumes will be much higher on this roadway.

The project will also include installation of a 24" water transmission line and replacement of outdated water services and meters.

Bids were opened on May 12, 2020. The lowest responsive, responsible bidder was McDonald Excavation with a cost of \$620,581.52. The Engineer's Estimate of Construction Cost was \$721,422. Construction is to commence as early as June 15, 2020 and be completed no later than August 21, 2020.

COVID-19 CONSIDERATIONS

The bidding and construction required for this project were determined to be low-risk activities, and allowed by the social distancing requirements issued by Governor Inslee. The Contractor will be required to submit a COVID-19 response plan prior to beginning work that describes the social distancing and safety measures that will be enforced at all times.

BUDGET: Funding for this project will be supplied through the 2020 Pavement Preservation Fund and the Water Fund, specifically from the "343 Zone Replacement" capital line item in the 2020 budget.

RECOMMENDATION: Staff recommends that Council award the bid for NE 22nd Avenue Improvements to McDonald Excavating, Inc. in the amount of \$620,581.52 and allow an additional 10% staff authorization for change orders and overruns.



I, James E. Carothers, hereby certify
that these bid tabulations are correct.
James E. Carothers, PE
(email stating reviewed/approved attached to Original)
James E. Carothers, Engineering Manager Date May 12, 2020

PROJECT NO. T1026 DESCRIPTION: NE 22nd Avenue Improvements (Everett to Ione) DATE OF BID OPENING: May 12, 2020, at 10:00 a.m.				Engineer's Estimate: \$721,400.00		McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360.835.8794		Clark and Son's Excavating, Inc. 7601 NE 289th Street Battle Ground, WA 98604 360.450.7378		C & R Tractor and Landscaping, Inc. 3829 Pleasant Hill Road Kelso, WA 98626 360.577.8288		Nutter Corporation 7211 A NE 43rd Avenue Vancouver, WA 98661		Haag & Shaw, Inc. 636 SE 3rd Avenue Camas, WA 98607 360.834.2514	
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
Schedule A - Street															
1	Mobilization	LS	1.00	\$20,000.00	\$20,000.00	\$41,000.00	\$41,000.00	\$30,000.00	\$30,000.00	\$18,000.00	\$18,000.00	\$55,209.35	\$55,209.35	\$25,000.00	\$25,000.00
2	Project Temporary Traffic Control	LS	1.00	\$8,000.00	\$8,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$41,982.20	\$41,982.20	\$23,000.00	\$23,000.00	\$10,000.00	\$10,000.00
3	Clearing & Grubbing	LS	1.00	\$3,000.00	\$3,000.00	\$400.00	\$400.00	\$2,000.00	\$2,000.00	\$6,779.30	\$6,779.30	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
4	Erosion Control and Water Pollution Control	LS	1.00	\$2,000.00	\$2,000.00	\$3,400.00	\$3,400.00	\$5,000.00	\$5,000.00	\$5,909.43	\$5,909.43	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
5	Removal of Structures and Obstruction	LS	1.00	\$5,000.00	\$5,000.00	\$2,155.00	\$2,155.00	\$4,000.00	\$4,000.00	\$7,431.45	\$7,431.45	\$20,000.00	\$20,000.00	\$7,500.00	\$7,500.00
6	Removal of Additional Cement Concrete Sidewalk	SY	5.00	\$30.00	\$150.00	\$10.00	\$50.00	\$100.00	\$500.00	\$92.33	\$461.65	\$30.00	\$150.00	\$140.00	\$700.00
7	Removal of Additional Cement Concrete Curb	LF	20.00	\$25.00	\$500.00	\$10.00	\$200.00	\$20.00	\$400.00	\$18.96	\$379.20	\$10.00	\$200.00	\$35.00	\$700.00
8	Roadway Excavation, Incl. Haul	SY	646.00	\$50.00	\$32,300.00	\$33.00	\$21,318.00	\$20.00	\$12,920.00	\$15.36	\$9,922.56	\$35.00	\$22,610.00	\$40.00	\$25,840.00
9	In-Place Cement Treated Base (CTB)	TON	5,050.00	\$8.00	\$40,400.00	\$3.50	\$17,675.00	\$3.00	\$15,150.00	\$1.79	\$9,039.50	\$6.10	\$30,805.00	\$4.00	\$20,200.00
10	Cement for CTB (8% @ 8" Depth)	CY	127.00	\$150.00	\$19,050.00	\$138.00	\$17,526.00	\$160.00	\$20,320.00	\$156.05	\$19,818.35	\$142.00	\$18,034.00	\$148.00	\$18,796.00
11	Removal and Replacement of Unsuitable Material	TON	50.00	\$60.00	\$3,000.00	\$40.00	\$2,000.00	\$70.00	\$3,500.00	\$50.90	\$2,545.00	\$95.00	\$4,750.00	\$70.00	\$3,500.00
12	HMA Class 1/2" PG 64-22 (4 Inch Depth)	LF	1,163.00	\$100.00	\$116,300.00	\$85.00	\$98,855.00	\$95.00	\$110,485.00	\$83.00	\$96,529.00	\$90.00	\$104,670.00	\$88.00	\$102,344.00
13	Cement Concrete Traffic Curb	SY	164.00	\$45.00	\$7,380.00	\$42.00	\$6,888.00	\$65.00	\$10,660.00	\$36.98	\$6,064.72	\$47.00	\$7,708.00	\$71.00	\$11,644.00
14	Cement Concrete Sidewalk	SY	191.00	\$105.00	\$20,055.00	\$87.00	\$16,617.00	\$87.00	\$16,617.00	\$71.93	\$13,738.63	\$91.00	\$17,381.00	\$85.00	\$16,235.00
15	Cement Concrete Curb Ramp	SF	24.00	\$280.00	\$6,720.00	\$230.00	\$5,520.00	\$250.00	\$6,000.00	\$212.15	\$5,091.60	\$245.00	\$5,880.00	\$278.00	\$6,672.00
16	Ramp Detectable Warning	EA	30.00	\$50.00	\$1,500.00	\$27.00	\$810.00	\$35.00	\$1,050.00	\$27.47	\$824.10	\$29.00	\$870.00	\$35.00	\$1,050.00
17	Adjust Manhole Lid to Grade	EA	2.00	\$400.00	\$800.00	\$350.00	\$700.00	\$350.00	\$700.00	\$224.57	\$449.14	\$500.00	\$1,000.00	\$750.00	\$1,500.00
18	Valve and Cleanout Utility Box	EA	19.00	\$500.00	\$9,500.00	\$100.00	\$1,900.00	\$200.00	\$3,800.00	\$149.76	\$2,845.44	\$200.00	\$3,800.00	\$150.00	\$2,850.00
19	Pavement Markings	LS	1.00	\$6,000.00	\$6,000.00	\$3,850.00	\$3,850.00	\$4,000.00	\$4,000.00	\$5,494.80	\$5,494.80	\$4,000.00	\$4,000.00	\$6,150.00	\$6,150.00
20	Construction Documentation (minimum bid \$20,000)	LS	1.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
21	Minor Changes (minimum bid \$5,000)	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00

Street Subtotal	\$326,655.00	\$285,864.00	\$292,102.00	\$278,306.07	\$350,067.35	\$288,681.00
Sales Tax (0%)	N/A	N/A	N/A	N/A	N/A	N/A
Street Total	\$326,655.00	\$285,864.00	\$292,102.00	\$278,306.07	\$350,067.35	\$288,681.00

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
Schedule B - Water/Sewer															
22	Plug and Abandon Existing Water Service	EA	8.00	\$300.00	\$2,400.00	\$115.00	\$920.00	\$100.00	\$800.00	\$729.58	\$5,836.64	\$200.00	\$1,600.00	\$115.00	\$920.00
23	Service Connection, 1 Inch Diam.	EA	8.00	\$1,500.00	\$12,000.00	\$1,365.00	\$10,920.00	\$2,000.00	\$16,000.00	\$2,393.78	\$19,150.24	\$1,100.00	\$8,800.00	\$1,500.00	\$12,000.00
24	Trench Safety System (Min. \$1.00/LF)	LF	1,039.00	\$3.00	\$3,117.00	\$1.00	\$1,039.00	\$2.00	\$2,078.00	\$1.00	\$1,039.00	\$1.00	\$1,039.00	\$3.00	\$3,117.00
25	Removal and Replacement of Unsuitable Material	CY	100.00	\$70.00	\$7,000.00	\$40.00	\$4,000.00	\$80.00	\$8,000.00	\$50.91	\$5,091.00	\$95.00	\$9,500.00	\$75.00	\$7,500.00
26	Solid Rock Excavation	CY	10.00	\$250.00	\$2,500.00	\$150.00	\$1,500.00	\$260.00	\$2,600.00	\$311.48	\$3,114.80	\$250.00	\$2,500.00	\$250.00	\$2,500.00
27	Ductile Iron Pipe for Water Main, 24 inch Diam.	LF	1,039.00	\$240.00	\$249,360.00	\$174.00	\$180,786.00	\$180.00	\$187,020.00	\$176.16	\$183,030.24	\$201.00	\$208,839.00	\$306.00	\$317,934.00
28	Testing and Flushing Water System	LS	1.00	\$1,000.00	\$1,000.00	\$4,390.00	\$4,390.00	\$3,500.00	\$3,500.00	\$4,429.14	\$4,429.14	\$3,700.00	\$3,700.00	\$4,800.00	\$4,800.00
29	Ductile Iron Fitting, 6 inch MJ Sleeve	EA	1.00	\$500.00	\$500.00	\$205.00	\$205.00	\$500.00	\$500.00	\$768.18	\$768.18	\$230.00	\$230.00	\$775.00	\$775.00
30	Ductile Iron Fitting, 6 inch Blind Flange	EA	1.00	\$500.00	\$500.00	\$105.00	\$105.00	\$100.00	\$100.00	\$668.23	\$668.23	\$150.00	\$150.00	\$350.00	\$350.00
31	Gate Valve, 6 inch	EA	1.00	\$1,000.00	\$1,000.00	\$725.00	\$725.00	\$800.00	\$800.00	\$1,427.24	\$1,427.24	\$900.00	\$900.00	\$1,000.00	\$1,000.00
32	Butterfly Valve, 24 inch	EA	6.00	\$7,000.00	\$42,000.00	\$8,520.00	\$51,120.00	\$5,500.00	\$33,000.00	\$10,393.50	\$62,361.00	\$8,700.00	\$52,200.00	\$7,800.00	\$46,800.00
33	Butterfly Valve, 18 inch	EA	1.00	\$5,000.00	\$5,000.00	\$4,700.00	\$4,700.00	\$4,000.00	\$4,000.00	\$5,105.95	\$5,105.95	\$4,900.00	\$4,900.00	\$4,650.00	\$4,650.00
34	Ductile Iron Fitting, 24 inch Cross	EA	1.00	\$8,400.00	\$8,400.00	\$6,265.00	\$6,265.00	\$8,000.00	\$8,000.00	\$7,385.13	\$7,385.13	\$5,200.00	\$5,200.00	\$5,800.00	\$5,800.00
35	Ductile Iron Fitting, 24 inch MJ Sleeve	EA	2.00	\$1,800.00	\$3,600.00	\$2,105.00	\$4,210.00	\$2,000.00	\$4,000.00	\$5,331.33	\$10,662.66	\$2,800.00	\$5,600.00	\$2,500.00	\$5,000.00
36	Ductile Iron Fitting, 24 inch MJ Cap	EA	2.00	\$1,500.00	\$3,000.00	\$1,155.00	\$2,310.00	\$1,500.00	\$3,000.00	\$3,433.01	\$6,866.02	\$1,100.00	\$2,200.00	\$1,900.00	\$3,800.00
37	Ductile Iron Fitting, 24 inch x 6 inch Tee	EA	1.00	\$3,500.00	\$3,500.00	\$2,640.00	\$2,640.00	\$4,000.00	\$4,000.00	\$3,759.69	\$3,759.69	\$2,700.00	\$2,700.00	\$4,350.00	\$4,350.00
38	Ductile Iron Fitting, 24 inch x 18 inch Tee	EA	1.00	\$4,100.00	\$4,100.00	\$6,145.00	\$6,145.00	\$3,000.00	\$3,000.00	\$7,261.16	\$7,261.16	\$3,200.00	\$3,200.00	\$4,350.00	\$4,350.00
39	Ductile Iron Fitting 24 inch x 18 inch Reducer	EA	2.00	\$2,200.00	\$4,400.00	\$2,700.00	\$5,400.00	\$2,500.00	\$5,000.00	\$6,531.97	\$13,063.94	\$2,400.00	\$4,800.00	\$3,350.00	\$6,700.00
40	Ductile Iron Fitting, 18 inch Tee	EA	1.00	\$3,500.00	\$3,500.00	\$5,130.00	\$5,130.00	\$7,000.00	\$7,000.00	\$6,249.96	\$6,249.96	\$4,200.00	\$4,200.00	\$3,350.00	\$3,350.00
41	Ductile Iron Fitting, 18 inch MJ Sleeve	EA	3.00	\$1,100.00	\$3,300.00	\$1,305.00	\$3,915.00	\$1,500.00	\$4,500.00	\$5,032.61	\$15,097.83	\$1,900.00	\$5,700.00	\$2,200.00	\$6,600.00
42	Additional 18" or 24" Ductile Iron Fitting	EA	1.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$3,129.95	\$3,129.95	\$4,900.00	\$4,900.00	\$2,250.00	\$2,250.00
43	Air Release Valve Assembly	EA	1.00	\$3,000.00	\$3,000.00	\$4,575.00	\$4,575.00	\$4,000.00	\$4,000.00	\$3,190.10	\$3,190.10	\$2,500.00	\$2,500.00	\$5,500.00	\$5,500.00
44	Roadside Restoration	LS	1.00	\$3,000.00	\$3,000.00	\$780.00	\$780.00	\$4,000.00	\$4,000.00	\$2,747.41	\$2,747.41	\$2,200.00	\$2,200.00	\$5,800.00	\$5,800.00
45	Minor Changes (minimum bid \$5,000)	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00

Schedule B Water/Sewer Subtotal	\$371,177.00	\$308,780.00	\$311,398.00	\$376,435.51	\$342,558.00	\$460,846.00
Washington State Sales Tax (8.4%)	\$31,178.87	\$25,937.52	\$26,157.43	\$31,620.58	\$28,774.87	\$38,711.06
Schedule B Water/Sewer Total	\$402,355.87	\$334,717.52	\$337,555.43	\$408,056.09	\$371,332.87	\$499,557.06

CONTRACT TOTAL (BASIS OF AWARD - SCHEDULES A + B)	\$729,010.87	\$620,581.52	\$629,657.43	\$686,362.16	\$721,400.22	\$788,238.06
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Staff Report

May 18, 2020 Council Meeting

Ostenson Canyon Road Stormwater Improvements Professional Services Agreement

Presenter: James Carothers, Engineering Manager

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

SUMMARY/NEED: City staff issued a Request for Qualifications (RFQ) for Ostenson Canyon Road stormwater and road repair design in response to ongoing erosion under the guardrail and edge of pavement near the intersection with 18th Loop. It is anticipated that engineering design and construction could take up to one year. The current available roadway width at this drop-off is less than 2 travel lanes. In order to employ the proper remediation, an alternatives analysis is needed as soon as possible.

It is anticipated that design will be completed by winter of 2020/2021 with construction being completed in the summer of 2021. Staff has negotiated a contract price with PBS to complete an alternatives analysis with an estimated fee of \$44,255. Final Engineering and Construction Assistance will be addressed in later proposals after we more fully analyze and understand the recommended repair.

BUDGET: The alternatives analysis will be funded by dedicated Stormwater funds allocated in the 2020 budget. Future design and construction will be paid primarily with stormwater rates (dedicated). Some street funding may be required depending on the potential solution. Further information will be provided to Council after the alternatives analysis is complete.

The Stormwater Capital Budget for 2019 and 2020 identified two projects in the Columbia Summit subdivision for a combined budget amount of \$650,000. Stormwater priorities have been reviewed and it's been determined the money for the Columbia Summit projects should be redirected to the Ostenson Canyon Road Repair and Parker Estates Storm Facility Rehab. As discussed with the Finance Committee in January 2020, staff will move funds from the Columbia Summit line items through the upcoming Omnibus process and will also check in with Council at each step in the process for these projects to ensure Council is made aware of the proposed expenditures prior to spending any funds. The Columbia Summit projects are anticipated to still be completed at a later date. All funding for the projects discussed above is provided through stormwater rates and can only be used for Stormwater Projects.

RECOMMENDATION: Staff recommends Council approve this agreement with PBS for Ostenson Canyon Stormwater Improvements professional services in the amount of \$44,255.



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

Project No. D1005

Ostenson Canyon Stormwater and Roadway Repair Project

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

1. **Project Designation.** The Consultant is retained by the City to perform professional services in connection with the project designated as the **Ostenson Canyon Stormwater and Roadway Repair Project**.
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 **12-31-2021**, 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 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 produced 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. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or in connection with Consultant's negligence in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

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 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 agent, representatives, employees or subconsultants.

Consultant shall obtain insurance of types and amounts described below:
 - b. No Limitation. Consultant's maintenance of insurance as required by this 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 amounts 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 covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance in the amount of no less than \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operation aggregate limit shall be written on ISO occurrence

form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent consultants, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

3. Professional Liability insurance appropriate to the consultant's profession in the amount of no less than \$1,000,000.00 per claim and \$1,000,000.00 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 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 Consultant 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 contract 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 contract 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:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the 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 Carothers, PE
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: 360-817-7230
EMAIL: jcarothers@cityofcamas.us

Notices to Consultant shall be sent to the following address:

- Cory Kratovil, PE
PBS Engineering and Environmental
415 W 6th St, Suite 601
Vancouver, WA 98660
PH: 360-567-2121
EMAIL: Cory.Kratovil@pbsusa.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 _____, 2020.

CITY OF CAMAS:

CONSULTANT:

Authorized Representative

By _____

By _____

Print Name _____

Print Name Greg Jellison, PE

Title _____

Title Principal Civil Engineer

**EXHIBIT “A”
SCOPE OF SERVICES**

CITY OF CAMAS, WASHINGTON

Appendix A - Scope of Work

Ostenson Canyon Stormwater and Roadway Repair – Phase 1

Project # D1005

INTRODUCTION

PBS Engineering and Environmental Inc. (PBS) and their Consultant team have been selected by the City of Camas to perform data collection and alternative analysis for the Ostenson Canyon Stormwater and Roadway Repair Project. Professional services will include civil, structural, and geotechnical engineering, and public involvement, right-of-way, and environmental services. This project is funded with local stormwater funds.

The project team currently includes:

- PBS – Civil and structural engineering, environmental and public involvement services
- GRI – Geotechnical engineering
- UFS – Property / Right-of-way services – Future Work
- AINW – Archaeology – Future work (Contingency)

The Anticipated schedule for permitting and design in 12 months.

PROJECT DESCRIPTION/BACKGROUND

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

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

GRI previously conducted a preliminary geotechnical investigation of the site to determine potential solutions. This investigation resulted in a series of recommended temporary and permanent solutions. The City has implemented the temporary solutions to the extent feasible. No additional geotechnical testing will be required for this project.

The primary project goals are to:

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

OVERALL PROJECT ASSUMPTIONS

- Up to four conceptual alternatives will be evaluated.
- No additional geotechnical investigation will be needed.
- This phase is for alternative analysis only

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

PBS shall oversee project tasks and coordinate with City representatives to manage the scope, schedule, and budget for the alternative analysis phase. The alternative analysis (Phase 1) portion of the project is assumed to take up to 3 months to complete.

Subtask 1.1: Contract Administration

- Prepare and submit monthly invoices. Each invoice will include: date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses and associated mark-ups; total cost for labor and expenses for the billing period; subconsultant fees including markups for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
- Prepare an Invoice Summary Report to accompany the monthly invoices. The Invoice Summary Report will list scope task, invoice amount, invoiced to date, remaining budget, percent complete. Subconsultant charges will also be itemized by task.
- Maintain required contract documentation. Provide copies of project files and records to the City for audits and public information requests. Final documents shall be provided in electronic format as requested.

Deliverables

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

Subtask 1.2: Meetings

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

- Preparation for and attendance at a 2-hour alternative analysis meeting with City staff via Teams, including up to two PBS staff.
- Up to 2 internal PBS design team coordination meetings. Other consultant team members will attend meetings as needed.

Deliverables

- Meeting Agendas and Meeting Summaries

Subtask 1.3: Management, Coordination, and Direction

- The Consultant shall provide management, coordination, and direction to the Project team in order to complete the project on time and within budget. The City fosters a partnership approach of all stakeholders in the Project. The Consultant shall integrate this strategy into the overall management approach.

- The Consultant shall establish a quality management program and designate responsibility for review of technical work and other deliverable products.
- Prepare and maintain project design schedule. The schedule shall identify Consultant tasks and items provided by City and other consultants. The schedule shall be updated as circumstances require or as requested by the City (assumes 1 update).

Deliverables

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

TASK 2: SURVEYING

Task 2 Survey

Subtask 2.1: Surveying and Base Map

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

- Establish a control network throughout the project limits based on the Clark County horizontal and vertical datum (NAD 83/91 & NGDV29/47).
- Conduct research of existing records for information on deeds, surveys, plats, road rights-of-way and easements along the project corridor.
- The survey field crew will collect data (property corners, right-of-way/ centerline monuments, control and physical boundary/right-of-way features) in the project area and relevant to the project site. The project surveyor will then review research and field data and determine the current right-of-way location.
- Order and obtain title reports for adjacent property
- Project team will coordinate potholing of existing utilities with the survey activities

PBS will meet with City staff to discuss any right-of-way and property line issues discovered prior to completing the survey.

Perform topographic and boundary/right-of-way survey at the intersection of NW Ostenson Canyon Road and NW 18th Loop (full right-of-way), including approximately 150 feet northwesterly along NW Ostenson Canyon Road and 100 feet northwesterly and easterly along NW 18th Loop.

Topographic survey will also include an approximately 150 foot long by 120 foot wide stretch along the culvert discharge path From the roadway to the "free standing" tree, and 50-ft from the "free standing" tree to the south terminus of the channel(the path appears to run across Tax Lot 85141002 South of the intersection of NW Ostenson Canyon Road and NW 18th Loop). This area is highly dangerous and volatile due to the nature of the slopes and terrain and will require a 3-person survey crew at all times for the sake of safety and logistics. PBS will conduct research of existing records for information on available as-built and utility maps, request One-Call utility locates and field survey existing above ground features (i.e., edge of pavement, curbs, sidewalks, buildings, trees,

utilities, etc.), including cross sections necessary to produce one foot contour intervals. See attached exhibit for survey limits

- Prepare existing surface model reflecting collected topographic survey and breaklines.

Subtask 2.1.2: Base Map

- Upon completion of topographic survey and development of the surface model, PBS will prepare an existing conditions base map showing mapped features and utilities collected from both survey and as-built plans.
- Consultant shall coordinate with City staff regarding drafting standards and conventions.

Subtask 2.1.3: Site Visit

- Consultant will conduct (1) site visits to verify the design fits the field conditions.

Subtask 2.1.4: Project Photos

- Consultant will conduct (1) site visit, take project photos of each property along the corridor and conduct field verification of survey data represented in project base map. Consultant will use photographs to document pre-project conditions.

Assumptions

- Title reports will be billed as an expense

Deliverables

- Pothole logs
- Surface Model
- Existing Conditions Basemap
- Project Photos

TASK 3: ALTERNATIVE ANALYSIS

Task 3 Alternative Analysis

Subtask 3.1: Alternatives Concept meeting

The Project team will evaluate the survey to develop up to four rough sketches of possible alternatives to discuss with City Staff. Alternatives will include both structural and planimetric enhancements.

Structural alternatives will include:

- Gabion Basket wall
- Cast in Place wall
- Soldier Pile wall
- Reticulated Micropile wall

Assumptions

- Up to 40 hours of time will be spent preparing for the alternative meeting with City

Deliverables

- (4) rough plan over section exhibits
- Order of magnitude cost comparison (Lump Sum project costs)

Subtask 3.2: Alternatives Concept Development – (Contingency Task)

This task will only be provided upon city request.

The Project team will develop up to four slope stabilization options including:

- MSE Wall
- Soldier Pile Wall

The project team will evaluate one stormwater conveyance alternative:

- Above ground conveyance

The slope stabilization and stormwater alternates will be evaluated separately.

The project team will evaluate additional safety improvement features including:

- Roadway widening
- Sight distance
- ADA accessibility

Consultant will prepare conceptual plans and conceptual construction cost estimates for each of the alternatives analyzed.

The project team will present the results of the alternatives analysis in a technical memorandum that includes a basis of design and a decision matrix.

Deliverables

- Alternatives analysis technical memorandum

TASK 4: ENVIRONMENTAL REVIEW AND DOCUMENTATION

Pending future amendment

TASK 5: DESIGN ENGINEERING

Pending future amendment

TASK 6: FINAL GEOTECHNICAL REPORT

Pending future amendment

TASK 7: PUBLIC OUTREACH

Pending future amendment

TASK 8: RIGHT OF WAY

Pending future amendment

TASK 9: CONSTRUCTION MANAGEMENT
--

Pending future amendment

CITY DELIVERABLES TO THE CONSULTANT
--

City Provided Information

The City will provide copies of sample City projects, BA documents, and design guidelines. The City will also provide electronic files of title blocks, ortho and aerial drawings and standard details for streets, traffic signal, street lighting and other available details.

Project Coordination

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

Right of Entry Permits

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

EXHIBIT “B”
COSTS FOR SCOPE OF SERVICES

Exhibit B

Ostenson Canyon Stormwater and Roadway Repair

City of Camas, Washington
Monday, May 11, 2020

EXHIBIT "B"

	PBS Engineering and Environmental (Engineering/Management)																		PBS	Subcontractors			SUB	
	ENG MGR VIII	ENG MGR VII	ENG VI	ENG V	ENG IV	ENG III	ENG II	ENG I	LA/PA V	SNR SCIENTIST	Survey VI PLS	Survey IV PLS	Survey II	Survey 3- Person Crew	PRJ ADMIN I	Graphic Artist	Public Outreach Specialist	Expense	TOTAL	GRI	UFS	AINW		
Task and Description																								
TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION																			4,315.00				0.00	4,315.00
Subtask 1.1: Contract Administration				4.00											3.00				855.00				0.00	\$855.00
Subtask 1.2: Meetings	5.00		2.00	5.00			2.00												2,260.00				0.00	\$2,260.00
Subtask 1.3: Management, Coordination, and Direction				8.00															1,200.00				0.00	\$1,200.00
TASK 2: SURVEYING																			18,080.00				0.00	18,080.00
Subtask 2.1: Surveying and Base Map	1.00			4.00							4.00	4.00	10.00	40.00				6,000.00	18,080.00				0.00	\$18,080.00
TASK 3: ALTERNATIVE ANALYSIS																			19,220.00				0.00	21,860.00
Subtask 3.1: Alternatives Concept Meeting	8.00		4.00	8.00	12.00		8.00												5,980.00	2,640.00			2,640.00	\$8,620.00
Subtask 3.2: Alternatives Concept Development – (Contingency Task)	8.00	2.00	8.00	20.00	24.00		32.00												13,240.00				0.00	\$13,240.00
TASK 4: ENVIRONMENTAL REVIEW AND DOCUMENTATION																			0.00				0.00	0.00
TASK 5: DESIGN ENGINEERING																			0.00				0.00	0.00
TASK 6: FINAL GEOTECH REPORT																			0.00				0.00	0.00
TASK 7: PUBLIC OUTREACH																			0.00				0.00	0.00
TASK 8: RIGHT OF WAY																			0.00				0.00	0.00
Task 18: Project Closeout and As-Builts																			0.00				0.00	0.00
TOTAL HOURS	22.00	2.00	14.00	49.00	36.00	0.00	42.00	0.00	0.00	0.00	4.00	4.00	10.00	40.00	3.00	0.00	0.00							
HOURLY RATES	190.00	180.00	165.00	150.00	140.00	130.00	115.00	110.00	145.00	105.00	170.00	140.00	105.00	225.00	85.00	100.00	145.00							
TOTAL DOLLARS	4,180.00	360.00	2,310.00	7,350.00	5,040.00	0.00	4,830.00	0.00	0.00	0.00	680.00	560.00	1,050.00	9,000.00	255.00	0.00	0.00	6,000.00	41,615.00	2,640.00	0.00	0.00	0.00	44,255.00

**EXHIBIT “C”
CONSULTANT BILLING RATES**

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement.

PROFESSIONAL TECHNICAL STAFF

ENGINEERING/SURVEYING

Engineering Technician	95.00	Design Technician IV	130.00	Landscape/Planning II	95.00
Engineer I	110.00	Engineering Geologist I	130.00	Landscape/Planning III	105.00
Engineer II	120.00	Engineering Geologist II	150.00	Landscape/Planning IV	120.00
Engineer III	130.00	Survey I (Assistant)	85.00	Landscape/Planning V	135.00
Engineer IV	140.00	Survey II (Technician)	105.00	Landscape/Planning VI	145.00
Engineer V	150.00	Survey III (LSIT)	115.00	Construction Inspector I	95.00
Engineer VI	165.00	Survey IV (PLS)	140.00	Construction Inspector II	105.00
Engineer VII	180.00	Survey V (PLS Manager)	150.00	Construction Inspector III	120.00
Engineer VIII	190.00	Survey VI (PLS Principal)	170.00	Construction Inspector IV	130.00
Principal Engineer	225.00	Survey 1-Person Crew	140.00	Construction Inspector V	140.00
Design Technician I	105.00	Survey 2-Person Crew	195.00	Construction Inspector VI	155.00
Design Technician II	115.00	Unmanned Aerial Sys Operator	135.00		
Design Technician III	120.00	Landscape/Planning I	85.00		

ENVIRONMENTAL

Field Technician	70.00	Project Env./Regulatory Specialist ...	120.00	Sr. Geologist III/Hydrogeologist III..	165.00
Sr. Field Technician	90.00	Project Env. Compliance Monitor	115.00	Prin. Geologist/Hydrogeologist	200.00
Field Scientist/Planner	80.00	Sr. Env./Regulatory Specialist	145.00	Project Manager (Env)	120.00
Staff Scientist I	85.00	Sr. Env. Compliance Monitor	125.00	Sr. Project Manager I	125.00
Staff Scientist /Planner II	95.00	Staff Geologist I	85.00	Sr. Project Manager II	135.00
Project Scientist/Planner I	105.00	Staff Geologist II	95.00	Sr. Project Manager III	145.00
Project Scientist/Planner II	110.00	Proj. Geologist I/Hydrogeologist I	105.00	Sr. Project Manager IV	155.00
Sr. Scientist/Planner	145.00	Proj. Geologist II/Hydrogeologist II..	120.00	Sr. Project Manager V	165.00
Principal Scientist/Planner	195.00	Sr. Geologist I/Hydrogeologist I	135.00		
Staff Env./Regulatory Specialist	95.00	Sr. Geologist II/Hydrogeologist II	150.00		

INDUSTRIAL HYGIENE

Industrial Hygienist/Monitor	85.00	Trainer/Safety Specialist	115.00
Industrial Hygienist/AHERA Inspector	95.00	Project Designer	105.00
Certified Industrial Hygienist I	120.00	Project Manager (IH)	110.00
Certified Industrial Hygienist II	155.00	Sr. Project Manager	135.00
Sr. Industrial Hygienist I	135.00	Principal – Industrial Hygiene	195.00
Sr. Industrial Hygienist II	145.00		

TECHNICAL SUPPORT STAFF

Administration	70.00	IT/Database Management	110.00
Project Administrator I	85.00	GIS Analyst	120.00
Project Administrator II	95.00	Public Involvement Manager	145.00
CAD/MicroStation Tech I	90.00	Public Involvement IV	120.00
CAD/MicroStation Tech II	100.00	Public Involvement III	105.00
CAD Manager	130.00	Public Involvement II	90.00
Sr. Writer/Editor	110.00	Public Involvement I	75.00
Writer/Editor	95.00	Grant Writer	125.00
Graphic Artist	100.00		

*Personnel may charge time exceeding eight hours per day and weekends at 125% of the regular hourly rate.
Court and arbitration time may be charged at two times the above rate.*

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.



Staff Report – Meeting Item

Parker Estates Pond Rehabilitation Professional Services Agreement

Presenter: Steve Wall, Public Works Director

Phone	Email
360.817.7899	swall@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: The City is responsible for maintenance of the Parker Estates stormwater facility in accordance with the State issued National Pollutant Discharge Elimination System (NPDES) Stormwater Permit. The storm facility is overgrown with vegetation and has been impacted by beaver dam activities immediately downstream which in turn have altered the functionality. Additionally, the beaver dams at times have caused flooding that has impacted the City's Well House and flooded the adjacent property to the west (owned by the MacKay's). See figure below. The Parker Estates facility needs to be rehabilitated in accordance with the NPDES Permit and is the highest priority on our list of major storm facility maintenance needs.

To restore the storm facility to its original conditions, the impacts from the beaver dams downstream will need to be mitigated. In-lieu of attempting to remove the beavers and the dams which we believe would likely just be rebuilt over time, staff has decided the installation of pond levelers or other beaver devices will be a better long-term solution. To complete installation of the beaver devices and restoring the pond to original conditions will require design and permitting through various environmental agencies.

The project will consist of topographic surveying, soil sampling, beaver flow device design, permitting, and facility restoration design. The project requires a number of various permits due to the size and required work in a wetland area.

BUDGET IMPACT: The consultant services are \$71,029 and will include development of two separate construction bid packages; one for the pond restoration and one for installation of the beaver flow devices.

The Stormwater Capital Budget for 2019 and 2020 identified two projects in the Columbia Summit subdivision for a combined budget amount of \$650,000. Stormwater priorities have been reviewed and it's been determined the money for the Columbia Summit projects should be redirected to the Parker Estates Storm Facility Rehab and the Ostenson Canyon Road Repair. As discussed with the Finance Committee in January 2020, staff will move funds from the Columbia Summit line items through the upcoming Omnibus process and will also check in with Council at each step in the process for these projects to ensure Council is made aware of the proposed expenditures prior to spending any funds. The Columbia Summit projects are anticipated to still be completed at a later date.

All funding for the projects discussed above is provided through stormwater rates and can only be used for Stormwater Projects.



COVID-19 Considerations: The Parker Estates Detention Pond requires maintenance in accordance with the City's NPDES Permit. This is a priority project with a time sensitive schedule with the intent of completing construction during the summer months. Based on the type of activity, all work will be able to be completed in accordance with Governor Inslee's most recent proclamations and Office of Financial Management's April 24, 2020 memorandum regarding an "Update on Construction Job Site Requirements for Capital and Transportation Projects".

Recommended Action: Authorize the Mayor to sign the professional services agreement with Mackay Sposito for \$71,029.



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

Project No. D1008

PARKER ESTATES STORM FACILITY RESTORATION

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

1. **Project Designation.** The Consultant is retained by the City to perform professional services in connection with the project designated as the **Parker Estates Storm Facility Restoration.**
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 **December 31, 2020,** 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 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 produced 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. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or in connection with Consultant's negligence in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

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 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 agent, representatives, employees or subconsultants.

Consultant shall obtain insurance of types and amounts described below:
 - b. No Limitation. Consultant's maintenance of insurance as required by this 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 amounts 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 covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance in the amount of no less than \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operation aggregate limit shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap

liability, independent consultants, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

3. Professional Liability insurance appropriate to the consultant's profession in the amount of no less than \$1,000,000.00 per claim and \$1,000,000.00 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 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 Consultant 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 contract 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 contract 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:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.

2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the 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:
Sam Adams
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: 360-817-7003
EMAIL: sadams@cityofcamas.us

Notices to Consultant shall be sent to the following address:

- Damon Webster
MacKay Sposito, Inc.
1325 SE Tech Center Drive, Suite 140
Vancouver, WA 98683
PH: 360-695-3411
FX: 360-695-0833
EMAIL: dwebster@mackaysposito.com
21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision 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 artibtrator'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 _____, 2020.

CITY OF CAMAS:

CONSULTANT:
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

**EXHIBIT “A”
SCOPE OF SERVICES**

EXHIBIT “B”
COSTS FOR SCOPE OF SERVICES

**EXHIBIT “C”
CONSULTANT BILLING RATES**

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.

Exhibit A Scope of Services

City of Camas
Parker Estates Storm Facility Restoration
Professional Services
April 21, 2020

Parker Estates Storm Facility Restoration Professional Design Services

The Parker Estates Storm Facility was originally constructed in 1994. The City of Camas assumed maintenance responsibility in 1998 under a recorded agreement with the Parker Estates Homeowners Association. The storm facility has been impacted by beaver dam activity which has altered water levels of the stream which the storm facility outfalls into. The storm facility also has significant vegetation and accumulated sediments that impact its function. The City selected MacKay Sposito, Inc. to prepare design documents to restore the storm facility to its original function and to provide a long term solution to beaver impacts. The following outlines our proposed project scope.

This scope proposes the project be composed of two phases. Phase 1, Design Services, includes the work needed to design and prepare construction documents for permitting and bidding of the project improvements. Phase 2 includes construction management and inspection services required to complete the project. Phase 2 services are not included in the current contract scope and may be added at a future date when there is more certainty regarding timing of construction and staffing needs at the City of Camas.

- Phase 1
 - Project Management
 - Assessment, Testing, and Land Surveying
 - Beaver Flow Device Design
 - Permitting
 - Parker Storm Facility Restoration Plan
- Phase 2 – Future - TBD
 - Construction Management and Inspection Services

The tasks and deliverables included in both phases are detailed below.

PHASE 1

Task 1.0: Project Management

Task 1.1: Project Coordination

The Consultant will schedule personnel resources, coordinate team members and subconsultants, monitor costs expended relative to progress, prepare progress invoices, meeting minutes, and provide written changes to the project scope.

Provide direction to project team (internal MacKay Sposito team and subconsultant) and management of project scope, schedule and budget. Prepare monthly invoices to the City.

Task 1.2: Quality assurance / Quality control

Provide overall project quality assurance, adding value to the project delivery (quality and project management) process. Ensure technical and peer reviews are undertaken to the appropriate level.

Task 2.0: Assessment, Testing, and Surveying

Task 2.1: Site Assessment

The Consultant team will conduct a one-day site assessment to review beaver dam locations and conditions and wetland and stream conditions.

Task 2.2 Storm Facility Materials Testing

The Consultant will collect up to 5 sediment samples at varying depths throughout the one-acre storm facility. Samples will be collected by a certified 40-hour HAZWOPER and taken to a certified laboratory, where the samples will be profiled for hydrocarbons and heavy metals (TCLP-8). Samples will inform the appropriate soil disposal location for material dredged from the storm facility.

Task 2.3: Land Survey

MacKay Sposito will perform a topographic survey of the project site that will include the existing storm facility, the downstream creek corridor (channel geometry and flowline), beaver dam locations and dimensions, existing pump station access road and existing ditch adjacent to 38th Street.

Deliverables:

- 1) Site base map in CADD
- 2) Existing conditions plan

Task 3.0: Beaver Flow Device Design

The MacKay Sposito team will prepare pond leveler system designs for up to five locations. This will be prepared as a separate bid set which may be released for small works bidding prior to the storm restoration bid package.

Deliverable:

- 1) Beaver flow device plan views and cross sections
- 2) Bid set - plans and specifications (special provisions per City sample)
- 3) Engineer's cost estimate

Task 4.0: Permitting

The Mackay Sposito team will prepare the following permit applications.

SEPA

Per CMC 16.07.020(C), the standard state SEPA exemptions do not apply within two hundred feet of a critical area boundary, therefore, a SEPA checklist will be required. MacKay Sposito will prepare a draft SEPA checklist for City review and comment. MacKay Sposito will revise the SEPA checklist once per City comments and provide a final version to the City.

HPA

Any modifications to a beaver dam require a hydraulic project approval from the Washington Department of Fish and Wildlife (WDFW). MacKay Sposito will prepare and submit the online application through WDFW's Aquatic Protection Permitting System (APPS). MacKay Sposito will also coordinate a single site visit with WDFW staff to review beaver dams and proposed flow control devices. The application will include up to five beaver dam flow control devices.

Construction Stormwater General NPDES Permit

Ground disturbance greater than one acre will require compliance with the state Construction Stormwater General NPDES permit. MacKay Sposito will prepare the notice of intent, including posting the public notice in The Columbian. MacKay Sposito will also prepare the Stormwater Pollution Prevention Plan (SWPPP) to document erosion and sediment control measures during construction.

Non-notifying Nationwide Permit 18-Minor Discharges

The placement of pond leveler material constitutes a discharge of fill material and is permitted outright by the U.S. Army Corps of Engineers (USACE) nationwide permit 18, minor discharges. MacKay Sposito will document compliance with a non-notifying nationwide 18 permit as a note to the project file. This memorandum will document design and construction specifications required to comply with the permit requirements.

Deliverables:

- 1) Draft and Final SEPA Checklist
- 2) HPA APPS Application
- 3) Construction Stormwater General Permit Notice of Intent and SWPPP
- 4) USACE Non-Notifying Nationwide Memo

Task 5.0: Parker Storm Facility Restoration Design

MacKay Sposito will prepare the project existing conditions plan, grading and erosion control plan, and storm facility restoration plan for the project based on City of Camas design standards. The grading plan will reflect the prior As-Built survey of the pond and it will be restored to that condition to meet the water quality treatment and detention requirements under which it was originally constructed (1992 Stormwater Management Manual for the Puget Sound Basin).

Deliverables:

- 1) Existing conditions plan
- 2) Storm facility restoration and erosion control plan
- 3) Cover sheet, detail sheets
- 4) Assemble submittal package
 - a. Engineering plans
- 5) Project specifications (special provisions)
- 6) Engineer's cost estimate

After the City's review of the design plans, the Consultant will incorporate the comments, finish remaining design elements, and prepare final construction plans, project specific special provisions, list of bid items and units, and an engineer's estimate of probable cost. It is assumed that City of Camas will prepare the general project specifications, bind the specifications and specials, and coordinate the bidding and advertising of the project, bid opening and contracting and MacKay Sposito will assist in that effort as requested.

PHASE 2 – Construction Phase Services

Not in the current contract fee schedule – may be added at a future date to be determined by the City of Camas

Task 1.0: Construction Phase Services

MacKay Sposito will provide construction administration / management services for the project bidding and construction phase for the City of Camas.

MacKay Sposito will conduct routine Stormwater Pollution Prevention Plan (SWPPP) inspections per the Washington Construction General Permit and will update the SWPPP as necessary. All inspections will be performed by a Certified Erosion and Sediment Control Lead (CESCL). Up to ten inspections will be performed weekly during the active construction period and up to five inspections will be provided monthly following construction until the site is stabilized.

Deliverables:

- 1) General bidding assistance, review and respond to request for information (RFIs) and clarifications, prepare addendums as necessary
- 2) Review product submittals as requested by the City of Camas and answer design questions regarding construction plans.
- 3) Attend pre-construction conference
- 4) Review material submittals

Scope of Services Assumptions

- 1) Consultant will invoice monthly with hour breakdowns by staff and which tasks were worked on.
- 2) The City will provide a SEPA determination of non-significance.
- 3) No critical areas will be impacted by the project and no critical areas documentation will be required by the City.
- 4) Compliance with the City of Camas Landscape, Tree and Vegetation Plan (CMC 18-014) will not be required.
- 5) The City will pay all necessary review fees.
- 6) Construction Staking and Final As-builts are not included.

Project Compensation:

- A) Project Management \$5,000.00
- B) Land Surveying \$9,325.00
- C) Permitting \$17,130.00
- D) Civil Design \$39,574.00

Total \$71,029.00

See Attached Exhibits for detail

Total	\$71,029
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SW WASHINGTON

2020 HOURLY RATE SCHEDULE

	<u>Regular</u>		<u>Regular</u>
Senior Principal	\$260.00	Project Manager – Survey	\$153.00
Principal	\$220.00	Land Surveyor IV	\$136.00
Engineering Manager	\$185.00	Land Surveyor III	\$125.00
Project Engineer	\$158.00	Land Surveyor II	\$118.00
Engineer IV	\$138.00	Land Surveyor I	\$114.00
Engineer III	\$126.00	Survey Technician IV	\$106.00
Engineer II	\$114.00	Survey Technician III	\$96.00
Engineer I	\$102.00	Survey Technician II	\$88.00
Project Manager – Design	\$165.00	Survey Technician I	\$80.00
Project Controls Manager	\$192.00	Survey Party Chief	\$119.00
Contract Administrator	\$138.00	Survey Instrument Person	\$84.00
Project Coordinator II	\$109.00	GIS Mapping Specialist	\$97.00
Project Coordinator I	\$100.00	Senior Construction Manager	\$185.00
Design Technician IV	\$123.00	Construction Manager	\$155.00
Design Technician III	\$112.00	Construction Inspector V	\$162.00
Design Technician II	\$103.00	Construction Inspector IV	\$140.00
Design Technician I	\$87.00	Construction Inspector III	\$119.00
Landscape Manager	\$160.00	Construction Inspector II	\$109.00
Project Manager – Landscape	\$134.00	Construction Inspector I	\$99.00
Landscape Architect II	\$120.00	Public Involvement Associate/Mgr.	\$124.00
Landscape Architect I	\$103.00	Public Involvement Coordinator	\$84.00
Landscape Designer II	\$92.00	Creative Designer	\$80.00
Landscape Designer I	\$85.00	Administrative Manager	\$115.00
Planning Director	\$197.00	Administrative Assistant	\$80.00
Planning Manager	\$186.00	Clerical	\$70.00
Senior Planner	\$175.00	UAV Pilot	\$120.00
Planner	\$140.00	Environmental Manager II	\$150.00
Planning Technician	\$111.00	Environmental Manager I	\$135.00
Accounting Manager	\$161.00	Environmental Specialist III	\$134.00
Project Accountant	\$107.00	Environmental Specialist II	\$103.00
Survey Manager	\$170.00	Environmental Specialist I	\$85.00

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

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

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



Staff Report

May 18, 2020 Council Meeting

Lower Prune Hill Booster Pump Station Improvements Professional Services Agreement

Presenter: Steve Wall, Public Works Director

Phone	Email
360.817.7899	swall@cityofcamas.us

SUMMARY/NEED: City staff issued a Request for Qualifications (RFQ) for Lower Prune Hill Booster Pump Station Improvements in response to recommendations made in the 2019 Water System Plan Update. This update recommended that additional pumping capacity and a redundant pump be added in order to meet long-term capacity and reliability goals. Based on recent analysis of the water system, ideally the new booster station will be operational by 2022. Engineering design and construction will likely take at least 2 years. In order to provide adequate water flows by 2022, it is essential that design be started as soon as possible. Under the current schedule, it is anticipated that design will be completed by June 2021 and commencement of construction in the fall of 2021.

Staff has negotiated a contract price with murraysmith for field investigations, preliminary engineering services and real estate acquisition assistance for an estimated time and expense fee of \$156,986. Final Engineering and Construction Assistance will be addressed in later proposals.

FUNDING: The project has dedicated funding through the 2019 Water Revenue Bond Issuance, System Development Charges, and water rates. This project is included in the 2020 Capital Budget.

RECOMMENDATION: Staff recommends Council approve this agreement with murraysmith for Lower Prune Hill Booster Pump Station Improvements professional services in the amount of \$156,986.



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

Project No. W1011

LOWER PRUNE HILL BOOSTER STATION IMPROVEMENTS

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and MurrySmith & Associates (MSA), 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 **Lower Prune Hill Booster Station Improvements**.
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than 12/31/2020, 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 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 produced 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. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or in connection with Consultant's negligence in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

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 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 agent, representatives, employees or subconsultants.

Consultant shall obtain insurance of types and amounts described below:
 - b. No Limitation. Consultant's maintenance of insurance as required by this 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 amounts 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 covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance in the amount of no less then \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operation aggregate limit shall be written on ISO occurrence

form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent consultants, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

3. Professional Liability insurance appropriate to the consultant's profession in the amount of no less than \$1,000,000.00 per claim and \$1,000,000.00 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 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 Consultant 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 contract 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 contract 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:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the 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:
Jim 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:
Brent Gruber
MurraySmith Associates, Inc.
400 E. Mill Plain BLVD., Suite 400
Vancouver, WA 98660
PH: 360-448-4232
FX: XXX
EMAIL: Brent.Gruber@ murraysmith.us
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 arbitrator'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 _____, 2019.

CITY OF CAMAS:

CONSULTANT:
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

City of Camas

Lower Prune Hill Booster Pump Station Improvements

Phase 1 Design: Data Collection and Siting Evaluation

EXHIBIT A - SCOPE OF SERVICES

Background

Murraysmith, Inc. (Murraysmith) has developed the following scope of services and accompanying engineering fee estimate for Phase 1 Design: Data Collection and Siting Evaluation of the City of Camas (City) Lower Prune Hill Booster Pump Station Improvements project. The scope and fee have been developed based on the previously completed alternatives evaluation by HDR, discussions with City staff, and our understanding of the project.

Proposed Improvements

This project involves the replacement of the existing Lower Prune Hill Pump Station with a new pump station that pumps from two existing reservoirs in the 455 pressure zone to the Upper Prune Hill reservoirs in the 852 pressure zone. The existing pump station is located on City-owned property near the intersection of NW 18th Loop and NW Ostensen Canyon Road. The pumping capacity and configuration will be confirmed during preliminary design but is currently estimated to include three identical pumps, each capable of delivering 1,375 gpm.

Project Approach

The engineering services to be provided by Murraysmith will be phased into separate activities as follows:

- Phase 1 Design: Data Collection and Siting Evaluation – Includes the scope of services contained herein.
- Phase 2 Design: Design, Permitting, and Bidding Assistance – Separate scope of services to be developed in the future.
- Phase 3 Construction: Construction Support Services – Separate scope of services to be developed in the future.

Overview

The services defined herein consist of the following major tasks.

- Task 1 – Project Management and Coordination

- Task 2 – Communications and Meetings
- Task 3 – Data Collection, Field Investigations, and Utility Coordination
- Task 4 – Siting Evaluation
- Task 5 – Property and Easement Support
- Task 6 – Subconsultant Services

Phase 1 Design: Data Collection and Siting Evaluation Scope of Services

Task 1 Project Management and Coordination

This task provides for project management and coordination through completion of design and bidding.

1.1 Monthly Progress Reports and Invoices

Prepare and submit electronic monthly invoices for review and approval by the City. Each invoice shall include the following information.

- Billing period (start and end date) included in the invoice
- Description of work accomplished for the billing period
- Name, billing rate, and hours for each resource that worked on each task
- Potential out-of-scope work items

1.2 Project Coordination

Coordinate with City PM and manage project staff and subconsultants to ensure all services are in conformance with the scope of services, fee estimate, and schedule.

1.3 Project Schedule

Develop the project schedule for the project.

1.4 Quality Assurance/Quality Control (QA/QC)

Perform in-house quality assurance reviews of all deliverables.

Provided by the City

- Timely review and processing of consultant invoices
- Project Team contact information

Assumptions

- The duration for Phase 1 of the project is estimated to be 4 months.
- Anticipated notice to proceed will be on or about April 21, 2020.
- Project schedule will be developed and maintained using MS Project.

Consultant Deliverables

- Up to four (4) months of progress reports and invoices
- Project schedule in MS Project and PDF format

Task 2 Communications and Meetings

This task includes participation in meetings and workshops with City staff. General communications with the City (e.g. email) are ancillary to other tasks and are not included in this task.

2.1 Meetings and Workshops

Prepare for and attend the following meetings and workshops with the City.

- Kick-off Meeting
- Preliminary Site Evaluation Workshop: Prepare for and attend a workshop with City staff to present the preliminary site layout alternatives and load the spreadsheet model with input from the group for criteria weighting and scoring. The collaborative approach of discussing the alternatives and using the TBL evaluation spreadsheet will result in a selected alternative that will be carried forward in the design of the project.
- Siting Evaluation Technical Memo Review Meeting

Provided by the City

- Meeting coordination, setup, and hosting for meetings at City Hall
- Review of meeting agendas and meeting minutes

Assumptions

- All meetings will be attended by up to two (2) Murraysmith staff.
- Meetings will be held at City Hall.

Consultant Deliverables

- Agendas (draft and final)
- Summary of meetings and workshops (draft and final)

Task 3 Data Collection, Field Investigations, and Utility Coordination

3.1 Data Collection and Review

Prepare a list of data needed for the project, submit to the City, and coordinate with the City during the data collection process. This includes preparing additional lists of data needed for the project, as necessary. Review data and information provided by the City and extract relevant information for the project.

3.2 Survey Coordination, Review, and Base Map Preparation

Coordinate surveying tasks with surveying subconsultant, review draft survey information, and coordinate with surveyor on work required to complete survey to City standards and requirements of the project. Develop a base map suitable for design.

Topographic and Boundary Survey of the project site will be completed by Murraysmith subconsultant, PBS Engineering and Environmental, Inc. (PBS), as described in more detail under Task 6.

3.3 Geotechnical Coordination and Review

Coordinate with the geotechnical engineer on location and size of proposed pump station improvements. Coordinate subsurface investigative tasks with geotechnical engineer and review draft and final geotechnical reports.

Geotechnical services will be completed by Murraysmith subconsultant, Geotechnical Resources, Inc. (GRI), as described in more detail under Task 6.

3.4 Archaeological Coordination and Review

Coordinate archaeological investigations with subconsultant regarding location of siting alternatives, coordinate completion of the field work, and review draft and final reports.

Completion of archaeological field work and report for archaeological predetermination will be completed by Murraysmith subconsultant, Archaeological Investigations Northwest, Inc. (AINW), as described in more detail under Task 6.

3.5 Critical Areas Field Investigation and Permitting Assessment

Coordinate completion of an assessment of existing site environmental conditions, evaluation of permitting requirements related to the siting alternatives, and assessment of critical areas within the vicinity of proposed alternative sites.

Environmental and permitting services will be provided by Murraysmith subconsultant, WSP Global, Inc. (WSP), as described in more detail under Task 6.

3.6 Utility Coordination

Coordinate with utility companies, request utility as-built plans, review information received, and incorporate pertinent information into the survey base map.

Electrical engineering support and electrical service coordination will be provided by Murraysmith subconsultant, Industrial Systems (IS), as described in more detail under Task 6

3.7 Site Reconnaissance

Conduct a field reconnaissance of the alternative project sites with the City and team members to review layout of the proposed improvements and gather additional field information.

Provided by the City

- Timely responses to data requests
- Attend site reconnaissance with Murraysmith
- Obtain all right of entry agreements necessary for completion of field work

Assumptions

- City will provide available data within two (2) weeks of request.
- The site survey will include a title report search to obtain boundary and easement information for the subject property.
- No permits will be required for completion of the field investigations.
- No archaeological resources will be identified during field work.
- Completion of geotechnical, critical areas, and archaeological field work will occur immediately following selection of the preferred siting alternative.
- Completion of tree assessments and preparation of an arborist report is not included in this scope. Depending upon the results of the siting evaluation to be completed under Task 4, an arborist report may be necessary for permitting and will be added via an amendment to the contract.

Consultant Deliverables

- Data request list(s)
- Final geotechnical report will be submitted electronically to the City in PDF format.
- Survey base map and data files in AutoCAD format
- Critical areas report in PDF format

Task 4 Siting Evaluation

This task will include coordination with City staff on key design elements, completion of a siting evaluation to determine the preferred location for the new facility, and preparation of a technical memo documenting the siting evaluation. The results of the alternatives workshop will be incorporated into a technical memo and will determine the extent to which the acquisition of easements/and or property is required in Phase 2.

4.1 Design Criteria

Develop design criteria for the proposed improvements based on City standards, regulatory agency requirements, completed services by subconsultants, and coordination with the City on equipment preferences. Coordination with S&B regarding preliminary operational and controls considerations.

4.2 Pump Sizing and Selection

Coordinate with the City on capacity requirements and planned operation of the pump station, considering pump runtimes, storage replenishment rates, supply redundancy, and future improvements to the Forest Home Booster Pump Station. Conduct hydraulic modeling to develop system head curves for the preferred site location based on detailed information on the interior layout and size of piping, control valves, and meters within the pump station; also consider existing and proposed off-site water main size, material, and age. Select basis of design pumps based upon required flow and head conditions, available pump manufacturer data, and efficiencies.

4.3 Pump Station Siting Evaluation

Perform an initial desktop screening of up to four (4) siting alternatives. After completing the desktop screening, develop up to two (2) conceptual site plan alternatives of the two preferred siting alternatives based on City review and comment. Prepare AACE Class 4 cost estimates for the two (2) preferred siting alternatives. Perform a simplified Triple Bottom Line (TBL) evaluation with the City to select the preferred siting alternative prior to proceeding further with preliminary design. Include at a conceptual level pump station building layout and orientation, emergency generator accommodations, access road, parking, valve and meter vaults, and preliminary piping layout for pump station inlet piping, discharge piping, and other major site features. Alternatives to be evaluated in the initial desktop screening are anticipated to include:

- Locating the pump station in the location shown on the 10% plans prepared by HDR, utilizing the existing access from NW 18th Loop.
- Locating the pump station to the north end of the City owned upper lot along the south side of NW 18th Avenue, with deep vertical turbine pump cans and access from NW 18th Avenue.

- Locating the pump station on a portion of open land currently owned by the neighboring property owner to the west of the existing site.
- Locating the pump station on a vacant parcel on the east side of NW 18th Loop, with access from NW Drake Street.

Develop criteria that will be used to evaluate the alternatives. Coordinate with the City in developing criteria and provide a completed set of criteria to the City for review and comment prior to the workshop.

Using a simplified TBL evaluation spreadsheet, participate in a workshop to select the preferred alternative. Following workshop with the City, finalize the TBL evaluation spreadsheet for inclusion in the technical memorandum prepared under Task 4.4.

4.4 Siting Evaluation Technical Memorandum

Prepare a technical memorandum documenting the siting evaluation and preferred site selection. Revise the draft technical memorandum to address modifications from the City's review.

Provided by the City

- Input on equipment preferences, pump station capacity requirements, and proposed operation
- Input on the desktop screening and preliminary site layout TBL evaluation criteria
- Review of the draft technical memorandum with one compiled written set of comments prior to the review meeting
- Hydraulic model of water system

Assumptions

- The siting alternatives evaluation will incorporate the pump station layout in the 10% plans prepared by HDR. The pump station layout will be re-evaluated during Phase 2, following selection of the preferred site.
- The City will contract directly with S&B for Instrumentation and Control design.
- Up to two (2) preliminary site layout alternatives will be prepared for City review and input.
- Murraysmith subconsultants will provide electrical, geotechnical, environmental, permitting, and archaeological input under Task 6.

- The hydraulic model provided by the City does not require calibration and its accuracy is sufficient to perform the analysis outlined in this scope. Hydraulic modeling will require no more than 16 hours.
- The City review period will be up to two weeks.

Consultant Deliverables

- Draft and Final Technical Memorandum in Word and PDF format

Task 5 Property and Easement Support

This task includes services to assist the City with real property and easement coordination activities associated with the project. The City will take the lead for this task.

5.1 Property and Easement Support

Assist the City with property owner coordination related to possible site alternatives located on private property and permanent easement for the existing reservoir site NW 18th Loop access and waterline corridor and lot line consolidation in conjunction with PBS work under Task 6.

Provided by the City

- Lead all easement and property acquisition tasks and discussions with property owners.
- Record final easement and lot line consolidation, pay all fees.
- Compiled review comments on easement materials
- Property appraisal coordination if needed

Assumptions

- Meeting attendance by one Murraysmith staff is anticipated at up to two meetings with property owners.
- Figures showing proposed improvements are assumed to be developed under other tasks and will require only modifications for easement materials.

Consultant Deliverables

- Up to two figures showing proposed improvements to facilitate discussions with property owners.
- Legal description and easement exhibit to support easement and / or lot line consolidation will be prepared by PBS under Task 6.

Task 6 Subconsultant Services

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

6.1 Archaeological and Cultural Resources

An archaeological assessment will be provided by AINW of the potential sites including background research and literature review to aid in the siting evaluation. AINW will perform field work and prepare a report for archaeological predetermination for the preferred pump station site.

6.2 Surveying and Property

Utility locating, field surveying, and base mapping services for the pump station and associated improvements will be provided by PBS. They will provide a boundary survey of the existing site to facilitate lot consolidation as well as a legal description and easement exhibit to support securing a recorded easement for the existing reservoir site access and waterline corridor.

6.3 Geotechnical Engineering

Geotechnical engineering services will be provided by GRI, consisting of a geotechnical assessment of the siting alternatives based upon background research and literature review. For the preferred site, GRI will perform a subsurface boring and analyses to develop recommendations for the pump station and site improvements. The results of the subsurface investigations will be summarized in a report including seismic design parameters, foundation recommendations, excavation and shoring recommendations, and groundwater considerations.

6.4 Permitting and Environmental

Preliminary permitting and environmental review will be provided by WSP, consisting of completion of a high-level overview of land use planning, permitting, and environmental considerations related to the siting alternatives, an assessment of existing site environmental conditions, and completion of critical areas field work and reporting for the preferred site.

6.5 Electrical Engineering

Electrical engineering services will be provided by IS, including coordinating CPU service availability and requirements for providing power based upon estimated pump horsepower. Additionally, IS will provide input into preliminary pump station layout as it relates to electrical equipment sizes and requirements.

Fee Estimate

It is proposed that the above-described work be accomplished on a time and expense basis not to exceed \$156,986, as summarized in the attached Fee Estimate.

CITY OF CAMAS
LOWER PRUNE HILL BOOSTER PUMP STATION IMPROVEMENTS
PHASE 1 DESIGN: DATA COLLECTION AND SITING EVALUATION
EXHIBIT B - PROPOSED FEE ESTIMATE

	Principal Engineer II	Professional Engineer VII	Professional Engineer VI	Engineering Designer II	Technician IV	Admin. III	Hours	Labor	Subconsultants					Subconsultant Multiplier	Subconsultant Total with Markup	Expenses	Total
									Archaeological Investigations Northwest, Inc.	PBS Engineering and Environmental, Inc.	Geotechnical Resources, Inc.	WSP Global, Inc.	Industrial Systems, Inc.				
	\$230 Gruber	\$191 Rostad	\$182 Miles	\$143 Dye	\$155 Marx	\$110											
Task 1 - Project Management and Coordination																	
Task 1.1 - Monthly Progress Reports and Invoices	2	6				4	12	\$ 2,046						1.1	\$ -	\$ -	\$ 2,046
Task 1.2 - Project Coordination	12	6				2	20	\$ 4,126						1.1	\$ -	\$ -	\$ 4,126
Task 1.3 - Project Schedule	1	2					3	\$ 612						1.1	\$ -	\$ -	\$ 612
Task 1.4 - Quality Assurance/Quality Control (QA/QC)	16						16	\$ 3,680						1.1	\$ -	\$ -	\$ 3,680
Task 1 Subtotal	31	14	0	0	0	6	51	\$ 10,464	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 10,464
Task 2 - Communications and Meetings																	
Task 2.1 - Meetings and Workshops							0	\$ -						1.1	\$ -	\$ -	\$ -
Kick-off Meeting	4	7					11	\$ 2,257						1.1	\$ -	\$ 190	\$ 2,447
Preliminary Site Evaluation Workshop	4	7					11	\$ 2,257						1.1	\$ -	\$ 190	\$ 2,447
Siting Evaluation Technical Memorandum Review Meeting	4	7					11	\$ 2,257						1.1	\$ -	\$ 190	\$ 2,447
Task 2 Subtotal	12	21	0	0	0	0	33	\$ 6,771	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 569	\$ 7,340
Task 3 - Data Collection, Field Investigations, and Utility Coordination																	
Task 3.1 - Data Collection and Review		6		8			14	\$ 2,290						1.1	\$ -	\$ -	\$ 2,290
Task 3.2 - Survey Coordination, Review and Base Map Preparation			4	2	12		18	\$ 2,874						1.1	\$ -	\$ -	\$ 2,874
Task 3.3 - Geotechnical Coordination and Review	2	6		6			14	\$ 2,464						1.1	\$ -	\$ -	\$ 2,464
Task 3.4 - Archaeological Coordination and Review	2			4			6	\$ 1,032						1.1	\$ -	\$ -	\$ 1,032
Task 3.5 - Critical Areas Field Investigation and Permitting Assessment	2			4			6	\$ 1,032						1.1	\$ -	\$ -	\$ 1,032
Task 3.6 - Utility Coordination	2	4		8			14	\$ 2,368						1.1	\$ -	\$ -	\$ 2,368
Task 3.7 - Site Reconnaissance	4	7	4				15	\$ 2,985						1.1	\$ -	\$ 190	\$ 3,175
Task 3 Subtotal	12	23	8	32	12	0	87	\$ 15,045	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 190	\$ 15,235
Task 4 - Siting Evaluation																	
Task 4.1 - Design Criteria	2	6	6	10			24	\$ 4,128						1.1	\$ -	\$ -	\$ 4,128
Task 4.2 - Pump Sizing and Selection	2	12		16			30	\$ 5,040						1.1	\$ -	\$ 160	\$ 5,200
Task 4.3 - Pump Station Siting Evaluation	12	35	26	33	25		131	\$ 22,771						1.1	\$ -	\$ 450	\$ 23,221
Task 4.4 - Siting Evaluation Technical Memorandum	4	8	12	16			40	\$ 6,920						1.1	\$ -	\$ -	\$ 6,920
Task 4 Subtotal	20	61	44	75	25	0	225	\$ 38,859	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 610	\$ 39,469
Task 5 - Property and Easements Support																	
Task 5.1 - Property and Easements Support	8	7					15	\$ 3,177						1.1	\$ -	\$ -	\$ 3,177
Task 5 Subtotal	8	7	0	0	0	0	15	\$ 3,177	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 3,177
Task 6 - Subconsultant Services																	
Task 6.1 - Archaeological and Cultural Resources							0	\$ -	\$ 5,549					1.1	\$ 6,104	\$ -	\$ 6,104
Task 6.2 - Surveying and Property							0	\$ -		\$ 9,225				1.1	\$ 10,148	\$ -	\$ 10,148
Task 6.3 - Geotechnical Engineering							0	\$ -			\$ 41,000			1.1	\$ 45,100	\$ -	\$ 45,100
Task 6.4 - Permitting and Environmental							0	\$ -				\$ 14,936		1.1	\$ 16,430	\$ -	\$ 16,430
Task 6.5 - Electrical Engineering							0	\$ -					\$ 3,200	1.1	\$ 3,520	\$ -	\$ 3,520
Task 6 Subtotal	0	0	0	0	0	0	0	\$ -	\$ 5,549	\$ 9,225	\$ 41,000	\$ 14,936	\$ 3,200		\$ 81,301	\$ -	\$ 81,301
TOTAL - ALL TASKS	83	126	52	107	37	6	411	\$ 74,316	\$ 5,549	\$ 9,225	\$ 41,000	\$ 14,936	\$ 3,200		\$ 81,301	\$ 1,369	\$ 156,986



2020 SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from November 1, 2019 through December 31, 2020. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>2020 Rates</u>	<u>Billing Classifications</u>	<u>2020 Rates</u>
Principal Engineer VI	\$270	Construction Manager VIII	\$227
Principal Engineer V	\$260	Construction Manager VII	\$219
Principal Engineer IV	\$250	Construction Manager VI	\$203
Principal Engineer III	\$239	Construction Manager V	\$188
Principal Engineer II	\$230	Construction Manager IV	\$178
Principal Engineer I	\$222	Construction Manager III	\$162
Professional Engineer IX	\$212	Construction Manager II	\$150
Engineering Designer IX	\$204	Construction Manager I	\$133
Professional Engineer VIII	\$202	Inspector VII	\$188
Engineering Designer VIII	\$193	Inspector VI	\$172
Professional Engineer VII	\$191	Inspector V	\$156
Engineering Designer VII	\$184	Inspector IV	\$145
Professional Engineer VI	\$182	Inspector III	\$129
Engineering Designer VI	\$175	Inspector II	\$117
Professional Engineer V	\$171	Inspector I	\$100
Engineering Designer V	\$164	Technician IV	\$155
Professional Engineer IV	\$161	Technician III	\$139
Engineering Designer IV	\$161	Technician II	\$120
Professional Engineer III	\$157	Technician I	\$101
Engineering Designer III	\$157	Administrative III	\$110
Engineering Designer II	\$143	Administrative II	\$101
Engineering Designer I	\$132	Administrative I	\$89

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.

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.



Staff Report

May 18, 2020 Council Meeting

Forest Home Booster Station Improvements Professional Services Agreement

Presenter: Steve Wall, Public Works Director

Phone	Email
360.817.7899	swall@cityofcamas.us

SUMMARY/NEED: City staff issued a Request for Qualifications (RFQ) for Forest Home Booster Station (FHBS) Improvements in February 2020 in response to recommendations made in the 2019 Water System Plan Update. This update and further analysis recommended that the existing FHBS at NW 7th Ave & NW Drake Street be replaced with a more robust station to provide additional capacity and redundancy. The existing station has only one small pump and does not meet the city's requirement for additional flow capability, or the minimum Washington State Department of Health standards for water booster stations, which requires a minimum of two pumps and an auxiliary power generator. The project will ultimately result in a new water booster station in the same general area.

Based on recent analysis of the water system, ideally the new booster station will be operational by 2022. Engineering design and construction will likely take at least 2 years. In order to provide adequate water flows by 2022, it is essential that design be started as soon as possible. Under the current schedule, it is anticipated that design will be completed by June 2021 and commencement of construction in the fall of 2021.

Staff has negotiated a contract price with Gray & Osborne for an initial scope that will help us determine the flow characteristics in this part of our system and determine more specific design objectives for the new facility. This initial contract with G&O amounts to \$48,294. Any additional engineering services beyond the currently proposed scope and budget will be addressed in one or more separate contracts that will be subject to Camas City Council approval.

FUNDING: The project has dedicated funding through the 2019 Water Revenue Bond Issuance and backed by System Development Charges and water rates. These costs are not currently included in the 2020 budget, but as discussed with the Finance Committee in January 2020, the project is anticipated to be included in the upcoming Budget Omnibus.

RECOMMENDATION: Staff recommends Council approve this agreement with Gray & Osborne, Inc. for professional services for Forest Home Booster Station Improvements in the amount of \$48,294.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

Project No. W1022

FOREST HOME BOOSTER STATION IMPROVEMENTS

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and Gray & Osborne, 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 **Forest Home Booster Station Improvements**.
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than 12/31/2020, 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 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 produced 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. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or in connection with Consultant's negligence in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

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 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 agent, representatives, employees or subconsultants.

Consultant shall obtain insurance of types and amounts described below:
 - b. No Limitation. Consultant's maintenance of insurance as required by this 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 amounts 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 covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance in the amount of no less than \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate and a \$2,000,000.00

products-completed operation aggregate limit shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent consultants, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

3. Professional Liability insurance appropriate to the consultant's profession in the amount of no less than \$1,000,000.00 per claim and \$1,000,000.00 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 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 Consultant 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 contract 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 contract 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:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the 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:
Jim 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:
Russ Porter
Gray & Osborne, Inc.
1130 Rainier Ave S, #300
Seattle, WA 98144
PH: 360-284-0860
FX: XXX
EMAIL: rporter@g-o.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 _____, 2019.

CITY OF CAMAS:

CONSULTANT:
Authorized Representative

By _____

By Michael B. Johnson

Print Name _____

Print Name MICHAEL B. JOHNSON, P.E.

Title _____

Title PRESIDENT

EXHIBIT A
SCOPE OF WORK
CITY OF CAMAS
FOREST HOME BOOSTER STATION

This proposal is for professional engineering services for upgrades to the City of Camas Forest Home Booster Station.

The existing Forest Home Booster Station conveys water from the City's downtown 343 Zone to the 455 Lower Prune Hill Zone. The station is equipped with a single pump rated at 1,000 gpm in a CMU building built in 1949. The upgrade is included in the City's 2019 Water System Plan as Project PS-1. The proposed facility will have three 1,000 gpm pumps with a nominal capacity of 2,000 gpm allowing for one redundant pump.

The City anticipates that the project will have four phases listed below.

- Phase 1 – Site Evaluation/Hydraulic Analysis
- Phase 2 – Preliminary Design
- Phase 3 – Design
- Phase 4 – Construction

This scope of work is only for Phase 1 Site Evaluation/Hydraulic Analysis. The engineering services for the remaining phases will be under a separate contract.

The first phase, Phase 1 Site Evaluation/Hydraulic Analysis, will focus on two main issues. The first issue is where to site the new facility. The existing facility is located on NW 7th near its intersection with NW Drake Street. There are several possible sites near the existing facility that may be suitable including three that were identified in Gray & Osborne's Statement of Qualifications. One site is a parking lot east of the existing location while the second site is north across NW 7th. These two locations are currently owned by Georgia Pacific (GP). The third site is a lot west of the existing facility between NW 6th and NW 7th that currently houses a trucking company.

The second issue is the hydraulic capacity of the City's distribution system to move water to the Forest Home site. Historically, the downtown distribution system has been inadequate to move the water required to upsize Forest Home to 2,000 gpm. The City has completed some piping improvements in anticipation of the new booster station both upstream and downstream.

A significant effort for Phase 1 will be hydraulic modeling to determine how to move 2,000 gpm to the Forest Home site. The modeling will determine the adequacy of the existing distribution system and identify piping improvements required to transfer water

to the Forest Home site. The analysis will also review the sources to determine if any operational changes are required to provide water to the 343 Zone for Forest Home. Currently, Well 5 is the only source that feeds the 343 Zone directly. Wells 6 and 14 are equipped with adequate CT piping to feed the 343 Zone east of the Washougal River. The other Washougal wells can feed the 343 Zone but only after passing through the transmission piping from the wellfield up to the 22nd and Everett area because of CT requirements. The operation of the 343 and 455 Zones should be reviewed to ensure they are optimized for upsizing the Forest Home Booster.

SCOPE OF ENGINEERING SERVICES

Task 1 – Project Management

Services shall include overall project management and oversight of the project work by the Project Manager and senior staff members. This shall include:

- Procure sufficient staff resources to dedicate to the project;
- Manage and control project budget and schedule;
- Manage, control, and direct the project team and any subconsultants;
- Manage and provide monthly progress reports and invoices; and
- Coordinate the project with the City.

Deliverables

- Monthly progress reports and invoices.

Task 2 – Site Evaluation

The purpose of this task is to review the three potential sites for their suitability and identify potential issues in acquiring and developing the sites. The tasks for the evaluation are expected to include:

- Conceptual layout of the booster station and inlet and outlet piping for all three sites.
- General discussion of potential environmental, geotechnical, or engineering issues associated with developing each site.
- Discussion of land use permitting requirements.
- Preliminary cost for site acquisition.

- Project schedule for acquiring the parcels and project development.
- Development of a decision matrix for evaluating the three alternatives based upon the above criteria.

Deliverables

- Conceptual site plans for each of the three site locations.
- A technical memorandum outlining the analysis of each site including a final site recommendation.

Task 3 – Hydraulic Analysis

The purpose of this task is to evaluate the City's distribution system and operations to identify the issues that require resolution for the proposed Forest Home facility to operate at the design 2,000 gpm rate. This analysis will include a comprehensive review of the factors that might affect conveying water to the Forest Home site including source flow into the 343 Zone, distribution system conveyance capacity, and system operations.

Individual tasks may include:

- Review of the City's recent Water System Plan including the zonal projections, hydraulic modeling discussion, and system analysis.
- Review of source operations and possible ways to convey well source to 343 Zone while still maintaining CT compliance.
- Update of the City's hydraulic model, as necessary, and hydraulic modeling to identify distribution system deficiencies and potential piping improvements.
- Review of the operation of the 343 and 455 Zones to determine if there are operational changes or improvements, such as additional PRVs, that could improve the performance of the system and decrease demands on key facilities like Angelo and Lower Prune Hill Booster Stations.
- Discussion of potential operational strategies, such as VFDs, to accommodate the system limitations until future capital improvements can be constructed.

Deliverables

- Draft memorandum for City review.

Task 4 – Site Evaluation/Hydraulic Analysis Technical Memorandum

The purpose of this task would be to document the findings of Tasks 2 and 3 and compile them into a single report. The report would incorporate the findings and City comments on the various memoranda from Tasks 2 and 3 and include a recommended site, as well as recommendations for other improvements required to provide the required flow to the Forest Home Booster.

Deliverables

- Draft Final Memorandum for City Review.
- Final Memorandum.

ASSUMPTIONS

The following items are assumed for the Scope of Work.

- Initial contacts and negotiations with landowners, including the mill, will be by the City with Gray & Osborne providing support materials. Phase 1 includes one landowner meeting to discuss possible sites.
- Three meetings are included in the scope including an initial discussion with engineering and operations staff to verify distribution system operation, an initial meeting with the landowner of the potential site, and one additional meeting to discuss the Task 4 draft memorandum.
- The property valuation and acquisition costs for Phase 1 would provide a basis for consideration in deciding the best site option and would be based upon standard estimating practices. A property appraisal for the selected site would be included in Phase 2 outside of this scope of work.
- Geotech, cultural review, ESA, etc., will be reserved for Phase 2 and will be conducted on the recommended site.
- The boundary survey of the recommended site will be included in Phase 2.
- City staff will review the Draft Final Memorandum and provide comments to Gray & Osborne within 3 weeks.

EXHIBIT "B"

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Camas - Forest Home Booster Station Improvements

Tasks	Principal Hours	Project Manager Hours	Civil Eng. Hours	Environmental Specialist Hours	Engineer-In-Training Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
1 Project Management		8				
2 Site Evaluation		32	40	24	40	16
3 Hydraulic Analysis		24	48		24	
4 Site Evaluation/Hydraulic Analysis Technical Memorandum		12	24		16	
Meetings		18	6			
QA/QC	4	4	4		4	
Hour Estimate:	4	98	122	24	84	16
Fully Burdened Billing Rate Range:*	\$135 to \$200	\$119 to \$200	\$93 to \$135	\$83 to \$138	\$85 to \$133	\$50 to \$132
Estimated Fully Burdened Billing Rate:*	\$175	\$170	\$120	\$105	\$105	\$95
Fully Burdened Labor Cost:	\$700	\$16,660	\$14,640	\$2,520	\$8,820	\$1,520

Total Fully Burdened Labor Cost: \$ 44,860

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 200

Subconsultant:

Universal Field Services \$ 2,940

Subconsultant Overhead (10%) \$ 294

TOTAL ESTIMATED COST: \$ 48,294

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT "C"

GRAY & OSBORNE, INC.

PROFESSIONAL ENGINEERING SERVICES CONTRACT FULLY BURDENED BILLING RATES* THROUGH JUNE 15, 2020**

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 50.00	to	\$132.00
Electrical Engineer	\$120.00	to	\$190.00
Structural Engineer	\$110.00	to	\$167.00
Environmental Technician/Specialist	\$ 83.00	to	\$138.00
Engineer-In-Training	\$ 85.00	to	\$133.00
Civil Engineer	\$93.00	to	\$135.00
Project Engineer	\$119.00	to	\$148.00
Project Manager	\$119.00	to	\$200.00
Principal-in-Charge	\$135.00	to	\$200.00
Resident Engineer	\$122.00	to	\$167.00
Field Inspector	\$ 81.00	to	\$145.00
Field Survey (2 Person)***	\$170.00	to	\$224.00
Field Survey (3 Person)***	\$265.00	to	\$306.00
Professional Land Surveyor	\$118.00	to	\$152.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.58 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

*** Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

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.