



City Council Workshop Agenda
Monday, July 18, 2022, 4:30 PM
Council Chambers, 616 NE 4th Avenue

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

To Participate Remotely:

OPTION 1 – Video & Audio (able to public comment)

Use Zoom app and Meeting ID – 852 5355 2469; or click <https://zoom.us/j/85253552469>

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

By phone: 877-853-5257, Meeting ID – 852 5355 2469

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

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

For Public Comment:

1. On Zoom app – click Raise Hand icon
2. On phone – hit *9 to "raise hand"
3. Or, email publiccomments@cityofcamas.us (400 word limit); routes to Council

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

WORKSHOP TOPICS

1. [Draft Ordinance Related to Unlawful Camping](#)
[Presenter: Jeff Swanson, Interim City Administrator and Shawn MacPherson, City Attorney](#)
[Time Estimate: 10 minutes](#)
2. [Police Officer Hiring Bonus](#)
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)
[Time Estimate: 10 minutes](#)
3. [NE Everett Street Corridor Analysis Professional Services Agreement](#)
[Presenter: James Carothers, Engineering Manager](#)
[Time Estimate: 5 minutes](#)

4. [Citywide Traffic Signal Controller Upgrades Contract Update](#)
[Presenter: James Carothers, Engineering Manager](#)
[Time Estimate: 5 minutes](#)
5. [Lacamas Lake Dams Inspections and Gate Replacement](#)
[Presenter: Will Noonan, Public Works Operations Manager](#)
[Time Estimate: 5 minutes](#)
6. [Facilities Condition Assessment Summary](#)
[Presenter: Steve Wall, Public Works Director](#)
[Time Estimate: 15 minutes](#)
7. [Public Pool Discussion](#)
[Presenter: Trang K. Lam, Parks & Recreation Director](#)
[Time Estimate: 30 minutes](#)

COUNCIL COMMENTS AND REPORTS

PUBLIC COMMENTS

CLOSE OF MEETING

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of Camas adding a new Chapter 12.34 of the Camas Municipal Code related to unlawful camping and storage of personal property on public property and repealing Camas Municipal Code Section 12.32.090.

WHEREAS, pursuant to Article XI, Section 11 of the Washington Constitution and RCW 354.11.020, the City of Camas is authorized to regulate public property, including City Hall, the Community Center, parks, public rights-of-way, and all other public property within the City; and

WHEREAS, public property is intended to be used by the public for public purposes, including daily City operations, park recreational use, pedestrian, bicycle and vehicular transportation, and other public uses; and

WHEREAS, camping without adequate sanitation services, such as sewer, water, and garbage, presents a public health and safety concern; and

WHEREAS, it is important to maintain public property consistent with its intended use while balancing the needs of those experiencing homelessness with the impact on the entire community and avoiding environmental impacts to the City waterways and sensitive lands; and

WHEREAS, pursuant to *Martin v. City of Boise*, the Ninth Circuit Court of Appeals held: (1) that the Eighth Amendment to the United States Constitution prohibits cities from enforcing Ordinances that criminalize camping on all public property at all times; and (2) it is permissible for cities to enforce an ordinance that criminalizes camping in certain locations at all times, but only if the cities also do not enforce the prohibition of camping in other locations when there is no available shelter; and

WHEREAS; this Ordinance is intended to comply with the Court's decision in *Martin v. Boise* by limiting the areas; and

WHEREAS, law enforcement will comply with *Martin v. City of Boise* by making an inquiry of individuals, in certain situations and places as set forth herein, to ascertain whether they are homeless and offer them safe and legal shelter; and

WHEREAS, if no overnight shelter is available, then the provisions of this Ordinance will not be enforced, except in those areas specifically noted; and

WHEREAS, the City of Camas will continue to treat homeless individuals with respect, and dignity, striving to minimize harm and trauma, and in recognition that compassion in the truest sense is best served by enforcing reasonable limitations on the use of public facilities while offering assistance to those who find themselves in unfortunate circumstances; and

WHEREAS, the City has entered into an agreement with other local jurisdictions to create the “Ending Community Homelessness Organization” and is a participant in the Clark County Council for the Homeless which leads the regional effort to prevent and end homelessness in Clark County including the receipt of funding available for local organizations for the purpose of improving the coordination of existing services, including programs offering available overnight shelter for individuals experiencing homelessness; and

WHEREAS, the City by and through Chapter 12.32 of the Camas Municipal Code has heretofore adopted certain provisions related to time and place use of parks, including a general prohibition of camping as set forth in Section 12.32.090 which, by this Ordinance, shall be repealed and replaced by the specific terms herein;

NOW, WHEREFORE, THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

A new Chapter 12.34 of the Camas Municipal Code entitled “Unlawful Camping and

Storage of Personal Property on Public Property” is hereby added to the Camas Municipal Code to provide as follows:

Chapter 12.34 Unlawful Camping and Storage of Personal Property on Public Property

Sections:

- 12.34.010 Purpose.
- 12.34.020 Definitions.
- 12.34.030 Unlawful camping or Storage of Personal Property in public places.
- 12.34.040 Penalty for Violations.
- 12.34.050 Enforcement.

12.34.010 Purpose.

The purpose of this Chapter is to prevent harm to the health or safety of the public and to promote the public health, safety and general welfare by prohibiting camping and storage of personal property on public property, which interferes with the rights of others to use the areas in the manner for which it is intended.

12.34.020 Definitions.

The following definitions are applicable to this Chapter:

- A. "Available Overnight Shelter" means a public or private shelter, with an available overnight space, open to an individual experiencing homelessness at no charge. Available Overnight Shelter also includes a hotel or motel that is temporarily made available to an individual experiencing homelessness at no charge.
- B. "Camp" means to pitch, use, or occupy camp facilities for the purposes of habitation, as evidenced by the use of camp paraphernalia.
- C. "Camp facilities" include, but are not limited to, tents, huts, temporary shelters. "Camp facilities" does not include tents, huts, or temporary shelters when used temporarily in a park for recreation or play during daylight hours when the park is open to the public.
- D. "Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks or cooking facilities or equipment.
- E. "Park" means such properties and facilities as defined in Section 12.32.005 of the Code. Park also includes all associated areas, including parking lots for parks.
- F. "Public Property" means any real property, building, structure, equipment, sign, shelter, vegetation, trail, and public open space, including all associated areas such as parking lots, controlled or owned by the City or any other governmental agency.

G. "Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

H. "Street" means any highway, lane, road, street, right-of-way, sidewalk, boulevard, alley, and every way or place in Camas open as a matter of right to public pedestrian and vehicular travel.

12.34.030 Unlawful Camping or Storage of Personal Property in public places.

A. It shall be unlawful for any person to camp or to store personal property, including camp facilities or camp paraphernalia, in the following areas:

1. Any park; or
2. Any street; or
3. Any public property, improved or unimproved.

12.34.040 Penalty for Violations.

- A. Violation of any of the provisions of this Chapter is a misdemeanor, punishable by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment not to exceed ninety (90) days, or by both such fine and imprisonment. Notwithstanding, the maximum fine imposed for a first conviction for violation of this Chapter shall be no more than one hundred dollars (\$100.00).
- B. Prior to imposing any fine for violation of this Chapter, the Court shall make an inquiry into a person's ability to pay. The Court is explicitly authorized to impose a requirement to perform community service in lieu of paying a fine.

12.34.050 Enforcement.

- A. A violation of CMC 12.34.030 shall be enforced at all times within 100 feet of the nearest edge of the Columbia River, Washougal River, Lacamas Lake, Lacamas Creek, and Round Lake; within any part of Crown Park, Forest Home Park, Dorothy Fox Park, Grass Valley Park, and Prune Hill Sports Park; or within 200 feet of any play or sports field, playground equipment, or picnic areas or shelters within any other designated City Park.
- B. Except as provided in subsection (A) of this Section, a violation of CMC 12.34.030 shall be enforced as follows:
 1. Prior to issuing any citation or arrest pursuant to this Chapter, the investigating officer shall inquire whether the unlawful camping and storage of personal property is due to homelessness. If the officer learns that such is the case, the officer shall determine, in accordance with relevant department policy, there is Available Overnight Shelter to accommodate the subject of the investigation. If the officer determines there is no Available Overnight Shelter, the officer shall

not issue a citation.

- 2. If the officer determines there is Available Overnight Shelter, the officer may, within their discretion:
 - a. Provide directions to the shelter location; or
 - b. Offer one-time transport to the shelter locations.
- 3. Any individual who refuses to accept the shelter space offered is subject to citation or arrest pursuant to Section 12.34.040.

Section II

Camas Municipal Code Section 12.32.090 is hereby repealed.

Section III

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

PASSED by the Council and APPROVED by the Mayor this _____ day of _____, 2022.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney



Staff Report

July 18, 2022 Council Workshop Meeting

Police Officer Hiring Bonus

Presenter: Jennifer Gorsuch, Administrative Services Director

Time Estimate: 10 minutes

Phone	Email
360.817.7013	jgorsuch@cityofcamas.us

BACKGROUND: In the current labor market, hiring police officers has become extremely competitive. Some agencies are providing hiring bonuses as an incentive to attract new employees and the city would like to provide this benefit for new hires.

SUMMARY: In recent years, the ability to hire police officers has become more difficult. Agencies have started providing hiring bonuses to attract and compete for talented individuals who are considering the profession, or already in it, but would like to move to a different agency. Many cities in the State are providing hiring bonuses, and most of the entities in our geographic area are as well.

The proposed policy provides the bonus for both entry-level and lateral police officer hires. The amount would be paid out over time and not in one payment.

We are proposing a \$10k incentive for entry level and a \$30k for lateral officers.

The attached document outlines when the payments would occur. Also provided is a list of regional agencies and their bonus structure.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? The desired result is to be competitive in the labor market when hiring for police officers.

What's the data? What does the data tell us? The data from comparable entities shows that the proposed bonus structure is appropriate.

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

Who will benefit from, or be burdened by this agenda item? The city will benefit by attracting candidates and being competitive in the marketplace. The ability to hire officers increases citizen safety in Camas and helps keep staffing levels full in the department.

What are the strategies to mitigate any unintended consequences? One unintended consequence could be employees choosing to move between agencies to collect the bonuses. The employees in this group receive some lateral consideration on salary, leave accrual and longevity, as well as matching deferred compensation, which can help toward employee retention. The ability to build seniority at one agency is also a motivating factor to stay.

Additionally, other areas of the city could potentially benefit from hiring bonuses as we have some other positions that are difficult to fill.

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

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

What potential hurdles exists in implementing this proposal (include both operational and political)? There could be requests in other departments for hiring bonuses for hard to fill positions. The city is also looking at ways to attract top candidates for all departments and how to retain employees, including providing competitive pay, leave accruals and other benefits.

Current police department employees may wish to see retention bonuses as well. Staff is looking at all possible options for the city but at this point have only data related to police officer hiring.

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

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

BUDGET IMPACT: 2022 impact is estimated to be between \$12k-22k, depending on if the new hires are entry level or lateral officers. The cost per year will depend on number of employees hired and type of hire. An estimate

RECOMMENDATION: Staff would like direction from Council on this implementation and would plan to bring back a formal policy for approval at the August 1 regular meeting.

Proposed Camas Police Officer Hiring Bonus

Entry Level Police Officers: up to \$10k

A candidate receiving the Entry Level Bonus will be paid on the following schedule:

- \$3k - first paycheck after hire
- \$7k - successful completion of CJTC, FTO and probationary period

Lateral Police Officers: up to \$30k for a five-year commitment

A candidate receiving the Lateral Bonus will be paid on the following schedule:

- \$8k - first paycheck after hire
- \$3,500 - completion of probationary period
- \$3,500 - completion of two years
- \$3,500 - completion of three years
- \$3,500 - completion of four years
- \$8k - completion of five years

If a candidate does not successfully complete their probation period, they will be terminated from employment and disqualified from further bonus payments.

If a candidate leaves the City for any reason, they will not receive any further bonus payments.

Hiring bonuses are taxable income to the employee and must be added to the employee's compensation in the year in which they are paid. All applicable payroll taxes will be deducted.

This program may be modified or discontinued at any time at the discretion of the City.

Washougal – not offering bonus

Vancouver PD

Entry Level \$10k

- \$2k - first paycheck
- \$8k – upon CJTC, FTO completion and probation

Lateral \$25k

- \$8k – first paycheck
- \$8500 - completion of probation
- \$8500 - three-year anniversary

Clark County Sheriffs - Currently offering to Corrections only – The enforcement Deputies Guild is still in the bargaining process with the county.

Entry Level \$10k

- \$2k - first paycheck
- \$8k - upon CJTC, FTO completion and probation

Lateral \$25k

- \$8k – first paycheck
- \$8500 - completion of probation
- \$8500 – three-year anniversary

Battle Ground PD

Entry Level – no hiring bonus

Lateral \$30k

- \$8k - first paycheck after hire
- \$3500 - completion of probation
- \$3500 – second year
- \$3500 – third year
- \$3500 - fourth year
- \$8k - five-year anniversary

Ridgefield PD

Entry level- no hiring bonus

Lateral \$20k

- \$5k - following FTO completion
- \$10k - probation completion
- \$5K – after two years of employment



Staff Report

July 18, 2022 Council Workshop Meeting

NE Everett Street Corridor Analysis Professional Services Agreement

Presenter: James Carothers, Engineering Manager

Time Estimate: 5 Minutes

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

BACKGROUND: With the formal completion of the roundabout at NE Lake Road and Everett Street in 2021, there is a need to determine how to best develop the critical SR 500 (Everett Street) transportation route as growth continues. This need includes the bridge and the roadway to the north of the roundabout to as far as NE 3rd Street in unincorporated Clark County. The process will include working with WSDOT to identify possible options, robust public involvement, and eventual selection of a preferred improvement alternative that will be used to seek external funding for the project.

SUMMARY: Staff compiled a request for qualifications (RFQ) from civil engineering consultants following the Spring Omnibus allocation of \$250,000 for this analysis. PBS, Inc. was the sole respondent to this RFQ. Upon review of their proposal, staff concluded that the PBS team has significant experience in transportation planning and is well-qualified to perform this work. Staff has negotiated the attached scope and budget with PBS for this analysis. Upon review, staff has concluded that there should be extensive public outreach and neighborhood meetings included in this agreement. This involvement raises the anticipated cost of this analysis to roughly \$320,000. While it is anticipated that 2022 expenditures will not exceed the \$250,000 budget, additional funding will be addressed in a future budget adoption.

EQUITY CONSIDERATIONS:

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

Staff is recommending Council approval of the agreement on the August 1 Consent Agenda.

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

Not applicable.

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

This effort will include a very public process to work with stakeholders in the area and to seek comment from them about the various options developed with this proposal.

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

Ultimately, walkers, bicyclists and motorists will benefit from the project. Widening this travel way will have impacts on residents and business owners in the corridor.

What are the strategies to mitigate any unintended consequences?

Early coordination with stakeholders and WSDOT, public open house events, a public comment period, creation of a technical advisory committee, and check-ins with Council along the way.

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

This analysis will address minimizing impacts to all property owners, residents and business owners on the corridor and ensure differential impacts are not implemented.

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

Construction of improvements identified in this analysis will improve ADA accessibility.

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

An additional \$70,000 will need to be allocated to complete this analysis.

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

Through extensive public involvement and regular check-ins with Council.

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

The project is consistent with the Camas Six Year Transportation Improvement Program and the Camas Comprehensive Transportation Plan.

BUDGET IMPACT: Expenditures in the 2022 calendar year are not expected to exceed the 2022 allocated project budget amount of \$250,000. Staff will address the allocation of additional funding for this project in a future budget adoption.

RECOMMENDATION: Staff intends to place this agreement on the August 1, 2022 Consent Agenda for Council's consideration.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
 Camas, WA 98607

Project No. T1041

NE Everett Street Corridor (SR-500):
Alternative Analysis

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **PBS Engineering and Environmental, 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 **NE Everett Street Corridor (SR-500): Alternative Analysis.**
2. **Scope of Services.** Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **December 31, 2023** unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$318,877.96** 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 (hereinafter "Work Product" in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials and employees, the Consultant's liability, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
8. Consultant's Liability Insurance.
- a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
 3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
 4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
 5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
 - g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
 - h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
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 "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** 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. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the City; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the

Contractor under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.

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

- a. The 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 City.
- 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 City 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
 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:
 Greg Jellison
 PBS Engineering and Environmental
 1325 SE Tech Center Dr., Suite 140
 Vancouver, WA 98683
 PH: 360-567-2115
 EMAIL: Greg.Jellison@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. If requested in writing by either the City or the Contractor, the City and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator’s decision shall be final and legally binding and judgement be entered thereon.

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

- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
- 26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 2022.

CITY OF CAMAS:

PBS Engineering and Environmental:
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

EXHIBIT "A"
SCOPE AND COSTS OF SERVICES

CITY OF CAMAS, WASHINGTON

NE Everett Street Corridor (SR-500): Alternative Analysis City of Camas Project # T1041

INTRODUCTION

PBS Engineering and Environmental Inc. (PBS) and their Consultant team have been selected by the City of Camas to perform traffic and preliminary engineering, alternative analysis, environmental review, public involvement and other related professional services for the NE Everett Street (SR-500) Corridor from NE Lake Road north to the City Limits. Professional services will include evaluation of roundabout and traffic signal options, evaluation of multiple alignment and cross section options, traffic engineering, and environmental process review.

The project team currently includes:

- Kittelson & Associates, Inc. (KAI) – Traffic Analysis and design
- WSP –Environmental permitting
- Archaeological Investigations Northwest (AINW) – cultural resources investigation

The Project is funded with local funds.

This phase of the project will take the analysis and design through the alternatives analysis phase with a recommended alternative selected by the City, followed up with Design through approximately 20 percent. It is assumed that this project will last up to 9 months.

PROJECT DESCRIPTION/BACKGROUND

The NE Everett Street (SR-500) corridor is generally a 2-lane facility with limited curb and sidewalk. The surrounding area includes Lacamas Lake, Round Lake, and forested lands owned by the City of Camas (City) and Clark County. This corridor is a critical link that connects downtown Camas to both the high school and North Shore areas of Camas. Average daily traffic along the corridor is well over 15,000. An alternative analysis and intersection type evaluation will be completed to identify the appropriate corridor improvements. Currently the project is not funded for construction.

The project limits extend from the Lake Road and Everett Street Roundabout north to the city limits.

OVERALL PROJECT ASSUMPTIONS

- City will provide crash data from their local road safety plan.
- City will provide all Recreation Conservation Office coordination.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

PBS shall oversee project tasks and coordinate with City representatives to manage the scope, schedule and budget for the design engineering phase. This Alternatives Analysis to further define the project is assumed to take up to 9 months to complete.

Subtask 1.1 Contract Administration, Invoicing, and Progress Reports

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

Deliverables

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

Subtask 1.2 Meetings

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

- Preparation for and attendance at project kickoff meeting with City Staff including up to two PBS staff attending a 2-hour kickoff meeting with City staff in Camas.
- Up to 20 weekly phone meetings with City Staff
- Up to 9 internal PBS design team coordination and meetings.
- Preparation for and attendance of monthly (9 under the proposed schedule) project coordination meeting with City staff including up to two PBS staff. Other consultant team members will attend meetings as needed.
- Meet with City staff after the review of the 20% plan submittal; this meeting will be attended instead of the monthly meeting these months.

Deliverables

- Meeting Agendas and Meeting Summaries

- Design Submittal Comment Review and Response Log

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).
- The Consultant shall prepare and submit an activities list and schedule to the City following the Notice to Proceed. The schedule shall show appropriate milestones for the Project, including intermediate and final submittal dates for design documents and key decision points.
- The Consultant shall coordinate Consultant tasks and activities with the City.

Deliverables

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

Subtask 1.4 WSDOT Coordination

- The Consultant will coordinate with WSDOT and the City of Camas for all applicable WSDOT procedures, approvals, and processes related to the project.
- One WSDOT coordination meeting with the City and the Consultant will be held for the project.

Deliverables

Coordination meeting agendas and meeting summaries.

TASK 2: SURVEYING

Subtask 2.1 Survey

PBS will perform right-of-way resolution, LiDAR spot elevation verification and UAS 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) to support ground survey right-of-way resolution.
- Resolve the SR-500 (NE Everett Street) right-of-way and centerline for the project corridor. Locate and tie all pertinent centerline, right-of-way, DLC and Section corners to establish the road right-of-way.
- Verify LiDAR surface elevations with primary survey ground control and RTK (GPS) methods.
- Place aerial targets to support and perform Drone survey of the project to produce an ortho rectified image of the project corridor.

Assumptions/Exclusions

- Title reports are not a part of this survey scope. There may be certain portions of the road right-

of-way that will require a title report to provide additional information to establish right-of-way legalization.

- Topographic/Existing Conditions surveying is not a part of this survey scope.
- Setting right-of-way/centerline monuments and filing a Record of Survey is not a part of this survey scope.

Deliverables

- Centerline/right-of-way resolution linework in AutoCAD Civil3D 2018 format
- Ortho rectified Aerial Image

TASK 3: TRAFFIC ENGINEERING

Subtask 3.1 Traffic Analysis Report

Task 3.1.1 Existing Transportation Facilities and Traffic Conditions

- Document existing facilities including: Roadway facilities, number of travel lanes, lane and shoulder widths, bikeway facilities, sidewalk location and widths, crosswalks, pathways, presence of curbs, and bridges within the project limits.
- Document existing pedestrian facilities, including desired origins and destinations within the study corridor limits.
- Collect new 2022 weekday morning (7:00-9:00 AM) and evening (4:00-6:00) PM traffic counts (vehicles, trucks, bicycles and pedestrians) at the following intersections along the Everett Corridor. Local school schedules and impacts to travel patterns due to the ongoing COVID-19 pandemic will be considered in the data collection and review process.
 - NE 35th Ave
 - NE 38th Ave
 - NE 43rd Ave
 - SE Leadbetter Rd
 - NE Everett Dr
 - SE 8th St
 - SE 5th St
 - NE 3rd St
- Conduct an operations analysis at each of the study intersections during the weekday AM and PM peak hours using Highway Capacity Manual Analysis procedures.
- Request the 5-year crash history from the Washington department of transportation. Review and identify any crash patterns and trends to summarize in report.
- Summarize the existing conditions analysis that will be incorporated into Traffic Analysis Report (see Task 4.1.5).

Task 3.1.2 Future No-Build Traffic Conditions

- Review base and future year 2040 projected traffic volumes using model information provided by the Southwest Washington Regional Transportation Council (RTC) for the study intersection.
 - Coordinate with and obtain required model runs from RTC. It is assumed that RTC will provide the model runs at no cost to the City or Consultant given the modeling request will be on behalf of the City.
 - Coordinate with City and RTC to determine if the future North Shore development is reflected within the RTC models.

- Obtain in-process development information from the City of Camas.
- Develop future year 2042 weekday AM and PM peak hour turn movement volumes at the study intersections considering anticipated background growth as well as approved in-process development that may add trips to the study intersections.
 - If trips associated with the future North Shore development are not included within the RTC models, estimate the additional trips associated with the future North Shore development and adjustment the study intersection volumes as needed to reflect the development.
- Conduct an operations analysis at each of the study intersections for 2042 No-build traffic conditions during the weekday AM and PM peak hours using Highway Capacity Manual Analysis procedures.
- Identify capacity deficiencies at the study intersections.
- Summarize future No-Build traffic conditions that will be incorporated into Traffic Analysis Report (see Task 4.1.4)

Task 3.1.3 Future Build Traffic Conditions with Signals and Roundabouts

- Conduct an alternative evaluation comparing traffic control change needs at the study intersections, including evaluation of the potential for implementation of traffic signals or roundabouts at the study intersections.
 - Preliminary capacity, delay, and traffic signal warrants shall be evaluated at the study intersections requiring mitigation under 2042 traffic conditions as appropriate to determine whether installation of a traffic signal is likely to be warranted in the future and, if so, at what planning level horizon the signal may be needed.
 - Analyze roundabout operations at the study intersections under 2042 traffic conditions during the weekday AM and PM peak hours. The capacity and delay will be evaluated for each roundabout approach using the Highway Capacity Manual analysis methodology to confirm the appropriate roundabout size and number of lanes needed to service the forecast traffic volumes.
 - Conduct a 95th percentile queuing analysis of projected 2042 weekday AM and PM peak hour conditions to determine storage length needs at the project study intersections for the respective intersection controls, as appropriate.
 - Evaluate relative outcomes of Build traffic operations analyses and identify recommended intersection traffic control and turn lane needs.
 - Qualitatively evaluate the need for potential enhanced pedestrian crossings at each of the intersections and the potential implications for the intersection and/or corridor as appropriate.
- Peer Review and discuss concepts with the project design team and other elements outlined in Task 3.2. Work collaboratively with the City and project design team to identify preferred traffic control concepts for each study intersection for further refinement.
- Summarize future Build traffic conditions that will be incorporated into Traffic Analysis Report (see Task 4.1.4)
 - This portion of the report will document the preferred intersection traffic control for each study intersection (stop control, signal, or roundabout).

Task 3.1.4 Traffic Analysis Report

- Prepare a draft and final Traffic Analysis Report that summarizes the project elements above.
- Respond to draft report review comments and submit a final report.
- Coordination with the air quality and noise teams to provide future volume reports and preliminary channelization plans required for their analyses.

Subtask 3.2 Intersection Control Analysis – ICA (lite)

The consultant will conduct an intersection control analysis (ICA) for the study intersections. Initial CAD Intersection Design based on preferred layouts developed in Task 4.1.3.

- Prepare 15%-level preliminary designs at the intersections in AutoCAD for the preferred layout/configuration for both the roundabout and signal alternatives, respectively. The designs will include basic horizontal geometric design elements, including edges of travel way, channelization striping and islands, sidewalks, crosswalks, and truck apron (for roundabout). The designs will confirm the geometry incorporates key operational and safety features including design speed objectives, speed consistency principles, design vehicle accommodations, and bicycle/pedestrian treatments.
- Prepare engineering drawings showing AutoTurn vehicle paths through critical turning movements of the roundabouts for the design vehicle for both intersection alternatives.
- For the roundabout concepts specifically:
 - Prepare sketch-level drawings showing "fastest path" design speeds for all critical approaches of the roundabout in accordance with NCHRP Report 672.
 - Evaluate stopping and intersection sight distances at roundabout in accordance with guidelines from NCHRP Report 672. Determine the sight distance triangles needed at each roundabout approach and within the central island as a guideline for potential easements and landscape design. Prepare an exhibit showing the recommended sight lines.
- Evaluate access along the approaches based on layouts for both alternatives respectively and support project team and City staff to address access needs.

Deliverables

- Draft and Final Intersection Control Analysis Memorandum

Task 3.3 - Traffic Simulation video

- Develop basic high-level Simtraffic Simulations (Synchro) for each signal and each roundabout alternative showing the future traffic volumes operations at each study intersection
- 8 signalized intersections and 8 roundabout intersection recordings

Deliverables

- MP4 (video) file of intersection operations

TASK 4: ALTERNATIVE ANALYSIS

The intent of this section is to conduct an intersection control analysis associated with the project intersection as analyzed as part of Section 4.2 based on WSDOT's ICA approach:

Subtask 4.1 Alternative Analysis

Task 4.1.1 Summarize traffic operations

- Summarize traffic operations analysis results for both roundabouts and signals from Task 3.1.3 to be incorporated into combined Alternatives Analysis Report

Task 4.1.2 Alternatives Preliminary Design & Estimates

Consultant will assist with the preparation of the conceptual plans and conceptual construction cost estimates for each of the alternatives analyzed, by peer reviewing refine intersection layouts and related construction costs.

PBS Team will be responsible to provide design engineering services for the deliverables outlined below for the following submittals in support of task 8:

- Design Memorandum
- Decision Matrix
- Alternative Analysis

Subtask 4.1.3 Design Memorandum, Decision Matrix and Alternative Analysis

Consultant Shall summarize the roadway design standards and decisions in an excel spreadsheet for City staff concurrence. Standards will include but not be limited to:

- Right of way
- Lane widths
- Curb return radii
- Roadway cross-section
- Roadway section depth
- Design speed
- Design vehicle
- Transition tapers
- Max. and min. profile grades
- Vertical curve criteria

Alternative Analysis

Consultant shall prepare conceptual designs and conceptual order of magnitude comparison estimates for each of the alternatives listed below.

Aspects to be included in the alternative analysis report will be:

- Signalized intersection (1 layout)
- Roundabout (2 layout)

Consultant shall develop each alternative to concept level design sufficient to establish horizontal construction limits, order of magnitude estimates and identify major construction activities. Each alternative shall have a horizontal alignment developed that meets appropriate design standards. Consultant shall prepare a drawing stamped "preliminary" for each alternative. The drawing shall utilize available aerial imagery and GIS boundary and environmental data. Geometric design elements that do not meet design standards shall be identified as needing a design exception. Consultant shall analyze each alternative and determine the potential benefits and impacts associated with construction of the proposed

alternative. Potential benefits and impacts to be considered include, but are not limited to, right-of-way, safety, utilities, construction costs, permitting and environmental impacts.

This subtask will include a summary of the identified impacts and cost estimate associated with each alternative to allow City to determine which alternative to move forward to design and construction.

Alternative Analysis Report

Aspects to be included in the alternative analysis report will be:

- Roundabout versus Signalized Intersections
- Roundabout options
- Preferred alternative

Deliverables

- Summarize preliminary design evaluation to be incorporated into the Alternatives Analysis
- Design Memorandum
- Draft and final alternatives analysis memo

TASK 5: ENVIRONMENTAL REVIEW AND DOCUMENTATION

Task 5 Environmental Review and Documentation

Subtask 5.1: Environmental Evaluation

The project team will complete an environmental evaluation for the corridor alignment concepts with the focus on future permit viability, and considering the State Environmental Policy Act and the GMA, and alignment occurrence on Washington Recreation and Conservation Office (RCO) funding acquired properties. Critical issues include critical areas assessment and avoidance. For the environmental evaluation, the project team will complete the following activities for the three roadway alignments:

- Work with the City to gather relevant background data, GIS information, and high-resolution aerial photographs of the project planning area.
- Determine the general extent of wetlands, streams, fish and wildlife habitat, frequently flooded areas, and/or geologic hazards that could be impacted by the SR 500 road widening, based on existing documentation, GIS data, and a brief pedestrian survey.
- Prepare an environmental evaluation memorandum summarizing the existing known conditions, evaluating the alternatives, and summarizing the findings.
- Prepare a permit matrix identifying the anticipated permits needed, the permitting agency, general timelines, and the requirements of each permit for inclusion in the evaluation memorandum.

Assumptions

- Brief pedestrian survey is limited to the existing road rights of way and City owned properties.
- If access to private properties is needed, the City will be coordinate access requirements.
- One, 4-hour site visit includes recording identified critical areas with GPS capable receiver.
- Final determination of required permits, timelines, mitigation and conditions of approval are the responsibility of the regulatory agencies.
- Available GIS data will include parcel lines, rights-of-way, easements, topography, utilities, wetlands, habitat, and waterbodies.
- Permits will be identified based on the proposed alignment, and any future design changes will likely affect the permit requirements and may not be addressed in this task.

- A single permit matrix will identify the anticipated permits for up to three alternatives.
- Environmental evaluation memo will be up to 10 pages.
- City will coordinate all items with RCO

Deliverables

- Draft and final environmental evaluation memorandum

TASK 6: CULTURAL RESOURCES ASSESSMENT

Task 6 Cultural Resources Assessment

Subtask 6.1: Cultural Resources Assessment

This scope of work is for a cultural resource review of up to five intersection improvements and associated multimodal improvements along NE Everett Street between Lake Road and NE 3rd Street in Camas. The review would be performed to inform the selection of the preferred intersection designs and multimodal improvements. The review will include the following sub-tasks.

- The background review will include cultural resource survey data and records on file with the Department of Archaeology and Historic Preservation, and documents in AINW's library, including survey reports, historical maps (early USGS, regional, etc.) of the area, and General Land Office maps of the project area. The objective will be to identify recorded archaeological and historic resources and areas that have been previously surveyed for cultural resources.
- AINW would conduct a reconnaissance by vehicle to assess the existing conditions for the alignment alternatives, and to determine if previously recorded resources may have been removed by developments over the past few years.
- For areas that have not been surveyed for archaeological or historic resources, AINW would estimate the probability of encountering a significant resource on a scale of High, Moderate, or Low. The estimate will be based on LiDAR data, historical records, the reconnaissance review of current conditions, and the statewide archaeological probability model.
- The results would be summarized in an email, and note the location of any 'red flags' that might be found.

TASK 7: DESIGN ENGINEERING

The consultant will advance the design to preliminary (20 percent) plans for this project. The Consultant team will be responsible to provide design engineering services for the deliverables outlined below for the following submittals:

- Preliminary (20%) Submittal
- QA/QC

Subtask 7.1 20 Percent Design (Preliminary)

The consultant will develop preliminary documents to the 20 percent design stage. These documents will be used to assist the permit process. Review documents will consist of drawings, and a preliminary opinion of probable construction cost. At this design level, the overall design layout, footprint, and geometrics of the project are established, and all decisions required to generate construction details have been made.

The 20% plans shall include:

- Strip Map

- Plan over Profile strip map showing basic roadway geometry information and incorporating recommended intersection geometry, lane configurations, pedestrian crossing and median locations and access management implementation, and conceptual storm layout.

Assumptions

- Assumes up to 5 total project phases
- The Bridge design will not be progressed beyond preliminary profile and layout

Deliverables

- Ultimate lane configuration recommendation along the corridor
- 20% strip map
- Project data sheets
- 20% Cost Estimates broken out into each anticipated project phase

Subtask 7.2 - QA/QC

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

TASK 8: PUBLIC INVOLVEMENT

This task includes outreach to multiple audiences affected by or interested in the project, including residents, businesses, and organizations along the corridor; a Technical Advisory Committee (TAC) comprised of project partners and resources; Camas City Council; and the community at large. We will use a variety of strategies, outlined below, to engage them, ensuring equity and accessible across all touchpoints.

Task 8.1 Public Involvement Plan and Summary

At the kick-off meeting, the Consultant will work with the City to determine the public involvement needs of the project. The Consultant will then develop a public involvement plan (PIP) to lay forth these efforts. This task also includes the project signage that will alert the public of this project, to be installed at project kick-off. After the PIP has been fully executed, PBS will create a comprehensive summary.

Assumptions

- The PIP will clarify the project's PI goals and objectives, anticipated challenges and opportunities, communication channels, schedule of outreach and activities. It will also include a project map, and a list of stakeholders, partners and resources.
- Communications support is not included in this scope of work.
- The City will serve as the media contact and handle public project information *not* specified herein, including newspaper notices/advertisements, press releases, social media, and the Engage Camas website. For clarity, the PIP will outline the Consultant's and the City's roles and responsibilities.
- The City will suggest stakeholders, partners, and resources, and provide known contact information.
- The signs will be 4' x 8', single-sided.
- The City will perform up to two (2) reviews of the draft PIP and project signs.
- The Consultant will design, order, and facilitate installation by the vendor of the signs.

- The Consultant will design, order, and facilitate installation by the vendor of four (4) vinyl update stickers, anticipated as follows:
 - Join us for Open House 1, date, time, location
 - Join us for Open House 2, date, time, location
 - Join us for Open House 3, date, time, location
 - Visit us online for ongoing project details
- The City will perform up to two (2) reviews of the vinyl update stickers.
- Signs, stickers, and installation will be expensed to the City.
- The summary will provide a comprehensive review of outreach and activities, stakeholder involvement, stakeholder input, and project outcomes.

Deliverables

- Draft and final PIP
- Draft and final project sign design
- Project signs (4)
- Draft and final vinyl update sticker designs (4)
- Vinyl update stickers (4)
- Draft and final PI summary

Subtask 8.2 Small-Group Stakeholder Interviews

PBS will hold interviews with small groups of stakeholders (aka “corridor clusters”) whose home, business, property, or organization is located on the corridor. These stakeholders include businesses, residents, residential property owners, and churches. The purpose will be to build relationships, inform them about the project, and consult them on their concerns, early in the project.

Assumptions

- The Consultant will hold up to five (5) small-groups stakeholder interviews.
- The groups are anticipated to be:
 1. NE 35th Avenue to NE 37th Circle – Businesses/commercial property owners
 2. NE 35th Avenue to NE 37th Circle – Residents/residential property owners
 3. NE 37th Circle to NE 43rd Avenue
 4. NE 43rd Avenue to NE Everett Drive
 5. NE Everett Drive to NE 3rd Street
- The Consultant will create five (5) small-group interview lists, pulled from the stakeholder information compiled in Subtask 8.1.
- The City will perform up to two (2) reviews of the small-group interview lists.
- The interviews will be conducted by up to one (1) PBS representatives.
- The interviews will be held in person.
- Each interview will not exceed one (1) hour.
- The Consultant and the City will work together to determine the schedule of small-group interviews and their locations based on availability.
- The City will reserve a City location, up to five (5) locations, and cover any related expenses.
- The Consultant will create an agenda and materials to use at the interviews.
- The City will conduct up to two (2) rounds of review on the agenda and materials.
- The Consultant will create up to five (5) versions of the interview invitation, one for each group.
- The City will email or print, stuff, and mail the invitations, and handle related expenses.
- The City will handle correspondence from stakeholders related to the meeting invitation.
- Over the course of the interview, if individual stakeholders cannot attend the group interview, request additional information, or could benefit from one-on-one follow-up, the Consultant will reach out.

- This scope allows for up to six (6) one-on-one stakeholder follow-up meetings, scheduled by the Consultant.
- The stakeholder follow-up meetings will be held on site, if possible, and will not exceed one (1) hour.
- The Consultant will prepare one (1) formal summary after the conclusion of all meetings.
- The City will conduct one (1) round of review on interview summary document.

Deliverables

- Draft and final small-group stakeholder interview list, broken into groups
- Draft and final interview invitations (up to 5)
- Draft and final interview schedule
- Draft and final agenda, talking points, materials, and questions
- Draft and final formal summary of all interviews (1 comprehensive document)

Subtask 8.3 Technical Advisory Committee (TAC) Sessions

The Consultant will work with the City to create and convene a TAC made up of representatives from local agencies, partners, organizations, and resources that have a stake in the new design and enhanced function of the corridor. The purpose will be to build relationships, inform them about the project, and gather their concerns and recommendations. To this end, PBS will hold two group sessions.

Assumptions:

- The Consultant will hold two (2) TAC sessions.
- The Consultant will work with the City on a list of potential TAC members, up to 12 individuals. Up to two (2) Consultant team staff members will attend each session, in person, for up to two (2) hours.

The Consultant and the City will work together to determine the schedule of TAC sessions and their locations based on availability.

The City will reserve a City location for the sessions and cover any related expenses.

The City will invite the TAC members to the sessions and handle related expenses.

The Consultant will provide an agenda and materials for each session.

The City will handle correspondence from TAC members.

The City will send the TAC follow-up letter and handle related expenses.

The Consultant will prepare a TAC summary.

The City will conduct one (1) round of review on TAC summary.

Deliverables

- Draft and final TAC list
- Draft and final agenda and materials (2 of each)
- Draft and final TAC summary
- Draft and final TAC follow-up letter

Subtask 8.4 City Council Workshops (2)

Representatives of the Consultant team will attend a Camas City Council meeting after each of the two TAC activities and before each of the two open houses. They will present on the project's status, review plans for upcoming work, public involvement, communications; respond to questions; engage in discussion as needed; and take direction for future action.

Assumptions

- Up to three (3) representatives of the Consultant team will attend the Two (2) Council workshops (2 PBS technical staff, 1 KAI staff) for up to two (2) hours.
- The Consultant will prepare a presentation for each Council workshop, and submit to the City ahead of the workshop per City guidelines.
- The Consultant will create workshop summaries based on City comments.
- The City will conduct up to two (2) rounds of review on the PowerPoint presentations and the meeting summaries.

Deliverables

- PowerPoint presentations in PDF format (3 presentations)

Subtask 8.5 Open Houses (2) and Community Survey (2)

Building on the success of the Lake-Everett intersection open houses and surveys, our team will engage the public in two community open houses, with community surveys following the first and second event. In this way, we will offer the public multiple ways to both learn about the project, ask questions, and offer their feedback in multiple ways at two key points in the project. After the event, materials will be posted to the project webpage on Engage Camas.

Additionally, after Open House 1 and 2, we will publish a community survey that restates the information provided and asks for feedback.

All materials will be provided in multiple, accessible ways to encourage participation.

Assumptions

- The Consultant will host two (2) open houses not to exceed two (2) hours at key points in the project.
- The City will be responsible for selecting and securing the venue and covering related costs.
- All materials will be provided in English.
- The City will conduct up to two (2) rounds of review on all materials.
- The Consultant will create postcards for each open house; the City will determine the recipients, coordinate printing, and handle postage and payment.
- The City will handle all additional event and survey publicity, including newspaper notices/advertisements, press releases, social media, and the Engage Camas website.
- The Consultant will create an event plan, handout, and PowerPoint presentation for each open house.
- The Consultant will design and provide easels and up to four (4) presentation boards per open house.
- Up to four (4) Consultant team representatives will attend the event: two (2) PBS technical staff, one (1) PBS PI Staff, and one (1) KAI staff. Relevant City representatives will attend the event as well.
- The Consultant will provide event supplies, including event signage, sign-in sheets, nametags, comment forms and a comment box, clipboards, flipcharts, easels, and tablecloths, for each open house.
- The Consultant will prepare event summaries after each open house.
- The Consultant will develop two (2) online surveys for the City to post/distribute after the first two open houses. The first will assess the public's priorities for the project, e.g., safety, additional mobility options, and minimizing environmental impact. The second will allow the public to share their input on the alternatives. Results will be reviewed and summarized at the end of each survey period.

- The Consultant will hold a virtual meeting with the City ahead of each open house, not to exceed 30 minutes, to review the event plan.

Deliverables

- Draft and final event plans and summaries (2)
- Draft and final postcard designs (2)
- Draft and final event handouts (2)
- Draft and final presentation boards (up to 4 per event x 3 events)
- Event supplies, e.g., sign-in sheets, comment forms – (for 2 events)
- Draft and final online surveys and summaries (2)

Contingency Subtask 8.6 Additional Open House (1) and City Council Workshop (1)

If the City deems it necessary, there could be a need for an additional City Council Workshop and an additional Open House. These tasks are dependent on each other as the presentation created for the Open house is assumed to be the same as the City Council Workshop presentation.

Assumptions

- Same as 8.4 and 8.5

Deliverables

- Same as 8.4 and 8.5

CITY DELIVERABLES TO THE CONSULTANT***City Provided Information******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.

Pavement Design

The City will select the pavement type and structural sections based on the pavement recommendation provided by the Consultant.

Utility List

The City will provide the Consultant with a list of local contacts for utilities within the project limits. Design and plan preparation for the addition or relocation of utilities within the project limits will be done by others.

Street Light and Traffic Signal Requirements

The City will provide the illumination type, the minimum illumination levels and uniformity ratios to be used in the project design. The City will also provide traffic signal design concepts, standards and policies, including traffic interconnect schemes as needed.

EXHIBIT "B"
CONSULTANT BILLING RATES

EXHIBIT B-2
PSS Engineering and Environmental
Engineering and Environmental

Task and Description	Task #	Task Title	Task Manager	Task Start	Task End	Task Duration	Task Status	Task Budget	Task Actual	Task Variance	SCHEDULE SLIPS		TOTAL
											WIP	AWP	
Task 1. PROJECT MANAGEMENT AND ADMINISTRATION													
Task 1.1. Contract Administration, Meeting, and Progress Reports	1.1.1	Contract Administration, Meeting, and Progress Reports	2.00	4/1/14	3/31/15	365	Completed	1,272.00	1,272.00	0.00	0.00	0.00	2,544.00
Task 1.2. Meetings	1.1.2	Meetings	2.00	4/1/14	3/31/15	365	Completed	1,272.00	1,272.00	0.00	0.00	0.00	2,544.00
Task 1.3. Construction Cost Estimate and Estimate	1.1.3	Construction Cost Estimate and Estimate	2.00	4/1/14	3/31/15	365	Completed	1,272.00	1,272.00	0.00	0.00	0.00	2,544.00
Task 1.4. Construction Management	1.1.4	Construction Management	2.00	4/1/14	3/31/15	365	Completed	1,272.00	1,272.00	0.00	0.00	0.00	2,544.00
Task 2. SURVEY													
Task 2.1. Surveying and Stake Marking	2.1.1	Surveying and Stake Marking	2.00	4/1/14	3/31/15	365	Completed	1,272.00	1,272.00	0.00	0.00	0.00	2,544.00
Task 3. TRAFFIC ENGINEERING													
Task 3.1. Traffic Analysis Report	3.1.1	Traffic Analysis Report	2.00	4/1/14	3/31/15	365	Completed	1,272.00	1,272.00	0.00	0.00	0.00	2,544.00
Task 3.2. Proposed Design Analysis - ADA (P&I)	3.1.2	Proposed Design Analysis - ADA (P&I)	2.00	4/1/14	3/31/15	365	Completed	1,272.00	1,272.00	0.00	0.00	0.00	2,544.00
Task 4. ENVIRONMENTAL ANALYSIS													
Task 4.1. Alternative Analysis	4.1.1	Alternative Analysis	2.00	4/1/14	3/31/15	365	Completed	1,272.00	1,272.00	0.00	0.00	0.00	2,544.00
Task 5. ENVIRONMENTAL REVIEW AND DOCUMENTATION													
Task 5.1. Environmental Evaluation	5.1.1	Environmental Evaluation	2.00	4/1/14	3/31/15	365	Completed	1,272.00	1,272.00	0.00	0.00	0.00	2,544.00
Task 6. DESIGN DEVELOPMENT													
Task 6.1. Conceptual Design	6.1.1	Conceptual Design	2.00	4/1/14	3/31/15	365	Completed	1,272.00	1,272.00	0.00	0.00	0.00	2,544.00
Task 6.2. Preliminary Design	6.1.2	Preliminary Design	2.00	4/1/14	3/31/15	365	Completed	1,272.00	1,272.00	0.00	0.00	0.00	2,544.00
Task 7. PUBLIC INVOLVEMENT													
Task 7.1. Public Involvement Plan and Implementation Summary	7.1.1	Public Involvement Plan and Implementation Summary	2.00	4/1/14	3/31/15	365	Completed	1,272.00	1,272.00	0.00	0.00	0.00	2,544.00
Task 7.2. Public Hearing Stakeholder Interviews	7.1.2	Public Hearing Stakeholder Interviews	2.00	4/1/14	3/31/15	365	Completed	1,272.00	1,272.00	0.00	0.00	0.00	2,544.00
Task 7.3. Technical Advisory Committee (TAC) Sessions	7.1.3	Technical Advisory Committee (TAC) Sessions	2.00	4/1/14	3/31/15	365	Completed	1,272.00	1,272.00	0.00	0.00	0.00	2,544.00
Task 7.4. Open House (Open Community Series) (1)	7.1.4	Open House (Open Community Series) (1)	2.00	4/1/14	3/31/15	365	Completed	1,272.00	1,272.00	0.00	0.00	0.00	2,544.00
Task 7.5. Open House (Open Community Series) (2)	7.1.5	Open House (Open Community Series) (2)	2.00	4/1/14	3/31/15	365	Completed	1,272.00	1,272.00	0.00	0.00	0.00	2,544.00
Task 7.6. Open House (Open Community Series) (3)	7.1.6	Open House (Open Community Series) (3)	2.00	4/1/14	3/31/15	365	Completed	1,272.00	1,272.00	0.00	0.00	0.00	2,544.00
Task 8. CONSTRUCTION MANAGEMENT													
Task 8.1. Construction Management	8.1.1	Construction Management	2.00	4/1/14	3/31/15	365	Completed	1,272.00	1,272.00	0.00	0.00	0.00	2,544.00
Task 9. TOTAL PROJECT COSTS													
TOTAL PROJECT COSTS													
TOTAL BUDGET													
TOTAL ACTUAL													
TOTAL VARIANCE													

EXHIBIT “C”
TITLE VI ASSURANCES

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

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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



Staff Report

July 18, 2022 Council Workshop Meeting

Citywide Traffic Signal Controller Upgrades Contract Update

Presenter: James Carothers, Engineering Manager

Time Estimate: 5 Minutes

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

BACKGROUND: The Cities of Battle Ground, Camas and Washougal have received a WSDOT administered federal grant for traffic signal controller upgrades. The purpose of this project is to increase the efficiency of traffic signals citywide and to integrate them into the Clark County Central Traffic System. Integrating with the County system will allow for adjustment of signal timing, performance monitoring and troubleshooting to be performed by the County remotely. Based on the attached interagency reimbursable agreement executed in 2021, the City of Battle Ground is the lead agency and is responsible for awarding bids for construction. The project bids were opened in June 2022 and are deemed to be reasonable by Camas staff. It is anticipated that the City of Battleground will award the contract to the low bidder on July 18, 2022. For Council’s reference, the bid tabulation spreadsheet is attached. The Camas portion of the bids are Schedules 2A and 2B.

SUMMARY: The project was initially bid in March 2021 and exceeded estimated construction costs by more than 60 percent. The project was then revised to reduce construction costs and was rebid. Revisions included purchasing traffic signal equipment directly from the supplier instead of having the contractor supply it and charge a markup. The project will include costs that are not part of the contractors bid. The Camas costs are shown in the table below and were determined using quotations received earlier this year. Final costs may vary and will not be finalized until the bid is awarded to the contractor.

Contractor’s bid (low bid)	\$161,953
10% Contingency	\$16,000
Clark County Construction Support	\$7,000
Traffic Signal Equipment (City purchased)	\$83,000
Software Licensing	\$11,000
Remaining Consultant Fees	\$18,000
Total Estimated Project Cost	\$297,000 +/-

EQUITY CONSIDERATIONS:

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

To inform Council that the project will be awarded by City of Battleground.

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

Not applicable.

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

Not applicable.

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

All motorists will benefit from shorter wait times at traffic signals and added system reliability. No parties are expected to be burdened.

What are the strategies to mitigate any unintended consequences?

Coordination with Clark County will ensure that the correct models of equipment are ordered and that the County standard equipment quality control process is followed.

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

No

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

It will have no effect on ADA accessibility.

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

No operational or political hurdles have been identified.

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

Through coordination with Clark County and the Cities of Battleground and Washougal.

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

Street Policy T-1.2: Support street efficiency improvements.

BUDGET IMPACT: The 2022 adopted Budget allocates \$307,000 for this project, exceeding the total estimated project cost. The Camas portion of the federal construction grant is \$120,000. The remaining budget to support the project will come from the street fund.

RECOMMENDATION: This item is informational only. As Battle Ground is the lead agency there are no further actions required by Council.

SMALL CITIES ATMS - BID TABS

Schedule 1A - Battle Ground - City ROW				Engineer's Estimate		Northeast Electric		City Electric	
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1A-1	Minor Change	1	EST	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
1A-2	Record Drawings	1	LS	\$800.00	\$800.00	\$500.00	\$500.00	\$250.00	\$250.00
1A-3	Mobilization	1	LS	\$3,506.50	\$3,506.50	\$6,300.00	\$6,300.00	\$6,600.00	\$6,600.00
1A-4	Project Temporary Traffic Control	1	LS	\$4,207.80	\$4,207.80	\$5,000.00	\$5,000.00	\$7,700.00	\$7,700.00
1A-5	Ethernet Cable	5	EA	\$10.00	\$50.00	\$100.00	\$500.00	\$150.00	\$750.00
1A-6	Fiber Patch Cable	1	EA	\$15.00	\$15.00	\$1,000.00	\$1,000.00	\$150.00	\$150.00
1A-7	Ethernet Communication Equipment, Install Only	5	EA	\$200.00	\$1,000.00	\$1,200.00	\$6,000.00	\$920.00	\$4,600.00
1A-8	Wireless Radio	5	EA	\$5,500.00	\$27,500.00	\$7,200.00	\$36,000.00	\$8,600.00	\$43,000.00
1A-9	CCTV Camera System	1	EA	\$6,500.00	\$6,500.00	\$7,000.00	\$7,000.00	\$8,500.00	\$8,500.00
Schedule 1A Total					\$44,579.30		\$63,300.00		\$72,550.00

Schedule 1B - Battle Ground - State ROW				Engineer's Estimate		Northeast Electric		City Electric	
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1B-1	Minor Change	1	EST	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
1B-2	Record Drawings	1	LS	\$800.00	\$800.00	\$500.00	\$500.00	\$250.00	\$250.00
1B-3	Mobilization	1	LS	\$1,069.00	\$1,069.00	\$3,000.00	\$3,000.00	\$2,600.00	\$2,600.00
1B-4	Project Temporary Traffic Control	1	LS	\$1,282.80	\$1,282.80	\$3,000.00	\$3,000.00	\$1,900.00	\$1,900.00
1B-5	Fiber Distribution Unit, 3 Slot	1	EA	\$750.00	\$750.00	\$500.00	\$500.00	\$335.00	\$335.00
1B-6	Fiber Cassette, 12 Port	2	EA	\$1,250.00	\$2,500.00	\$400.00	\$800.00	\$300.00	\$600.00
1B-7	Fiber Optic Cable, 24 SMFO	1	EA	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$11,800.00	\$11,800.00
1B-8	Fiber Patch Cable	16	EA	\$15.00	\$240.00	\$900.00	\$14,400.00	\$150.00	\$2,400.00
1B-9	Ethernet Communication Equipment, Install Only	1	EA	\$200.00	\$200.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00
1B-10	Wireless Radio	1	EA	\$5,500.00	\$5,500.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
Schedule 1B Subtotal					\$14,841.80		\$33,900.00		\$28,885.00
Sales Tax - 8.4%					\$1,246.71		\$2,847.60		\$2,426.34
Schedule 1B Total					\$16,088.51		\$36,747.60		\$31,311.34

SMALL CITIES ATMS - BID TABS

Schedule 2A - Camas - City ROW				Engineer's Estimate		Northeast Electric		City Electric	
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
2A-1	Minor Change	1	EST	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
2A-2	Record Drawings	1	LS	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$250.00	\$250.00
2A-3	Mobilization	1	LS	\$7,950.50	\$7,950.50	\$15,000.00	\$15,000.00	\$17,000.00	\$17,000.00
2A-4	Project Temporary Traffic Control	1	LS	\$9,540.60	\$9,540.60	\$11,000.00	\$11,000.00	\$7,700.00	\$7,700.00
2A-5	Fiber Distribution Unit, 2 Slot	1	EA	\$500.00	\$500.00	\$400.00	\$400.00	\$300.00	\$300.00
2A-6	Fiber Distribution Unit, 12 Slot	1	EA	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$1,500.00	\$1,500.00
2A-7	Fiber Cassette, 12 Port	10	EA	\$1,250.00	\$12,500.00	\$400.00	\$4,000.00	\$300.00	\$3,000.00
2A-8	Fiber Optic Cable, 12 SMFO	1	EA	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$16,500.00	\$16,500.00
2A-9	Ethernet Cable	17	EA	\$10.00	\$170.00	\$100.00	\$1,700.00	\$150.00	\$2,550.00
2A-10	Fiber Patch Cable	9	EA	\$15.00	\$135.00	\$1,000.00	\$9,000.00	\$150.00	\$1,350.00
2A-11	Cellular Router	6	EA	\$3,500.00	\$21,000.00	\$7,500.00	\$45,000.00	\$8,500.00	\$51,000.00
2A-12	Ethernet Communication Equipment, Install Only	11	EA	\$200.00	\$2,200.00	\$1,200.00	\$13,200.00	\$875.00	\$9,625.00
2A-13	Wireless Radio	5	EA	\$5,500.00	\$27,500.00	\$7,200.00	\$36,000.00	\$8,750.00	\$43,750.00
2A-14	CCTV Camera System	2	EA	\$6,500.00	\$13,000.00	\$7,000.00	\$14,000.00	\$7,500.00	\$15,000.00
Schedule 2A Total					\$102,996.10		\$158,050.00		\$174,525.00

Schedule 2B - Camas - State ROW				Engineer's Estimate		Northeast Electric		City Electric	
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
2B-1	Fiber Patch Cable	4	EA	\$15.00	\$60.00	\$900.00	\$3,600.00	\$150.00	\$600.00
Schedule 2B Subtotal					\$60.00		\$3,600.00		\$600.00
Sales Tax - 8.4%					\$5.04		\$302.40		\$50.40
Schedule 2B Total					\$65.04		\$3,902.40		\$650.40

SMALL CITIES ATMS - BID TABS

Schedule 3A - Washougal - City ROW				Engineer's Estimate		Northeast Electric		City Electric	
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
3A-1	Minor Change	1	EST	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
3A-2	Record Drawings	1	LS	\$800.00	\$800.00	\$500.00	\$500.00	\$250.00	\$250.00
3A-3	Mobilization	1	LS	\$2,173.00	\$2,173.00	\$4,100.00	\$4,100.00	\$4,200.00	\$4,200.00
3A-4	Project Temporary Traffic Control	1	LS	\$2,607.60	\$2,607.60	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00
3A-5	Fiber Cassette, 12 Port	7	EA	\$1,250.00	\$8,750.00	\$400.00	\$2,800.00	\$900.00	\$6,300.00
3A-6	Ethernet Cable	5	EA	\$10.00	\$50.00	\$100.00	\$500.00	\$150.00	\$750.00
3A-7	Fiber Patch Cable	2	EA	\$15.00	\$30.00	\$1,000.00	\$2,000.00	\$150.00	\$300.00
3A-8	Cellular Router	2	EA	\$3,500.00	\$7,000.00	\$7,500.00	\$15,000.00	\$8,700.00	\$17,400.00
3A-9	Ethernet Communication Equipment, Install Only	2	EA	\$200.00	\$400.00	\$1,200.00	\$2,400.00	\$850.00	\$1,700.00
3A-10	Wireless Radio	1	EA	\$5,500.00	\$5,500.00	\$7,200.00	\$7,200.00	\$9,650.00	\$9,650.00
Schedule 3A Total					\$31,310.60		\$41,500.00		\$46,550.00

SMALL CITIES ATMS - BID TABS

Schedule 3B - Washougal - State ROW				Engineer's Estimate		Northeast Electric		City Electric	
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
3B-1	Minor Change	1	EST	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
3B-2	Record Drawings	1	LS	\$200.00	\$200.00	\$500.00	\$500.00	\$250.00	\$250.00
3B-3	Mobilization	1	LS	\$1,273.00	\$1,273.00	\$2,050.00	\$2,050.00	\$2,000.00	\$2,000.00
3B-4	Project Temporary Traffic Control	1	LS	\$1,527.60	\$1,527.60	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
3B-5	Fiber Distribution Unit, 3 Slot	2	EA	\$750.00	\$1,500.00	\$500.00	\$1,000.00	\$150.00	\$300.00
3B-6	Fiber Cassette, 12 Port	2	EA	\$1,250.00	\$2,500.00	\$550.00	\$1,100.00	\$300.00	\$600.00
3B-7	Fiber Optic Cable, 12 SMFO	2	EA	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00	\$1,400.00	\$2,800.00
3B-8	Fiber Patch Cable	2	EA	\$15.00	\$30.00	\$900.00	\$1,800.00	\$150.00	\$300.00
3B-9	Ethernet Communication Equipment, Install Only	1	EA	\$200.00	\$200.00	\$1,200.00	\$1,200.00	\$950.00	\$950.00
3B-10	Wireless Radio	1	EA	\$5,500.00	\$5,500.00	\$7,000.00	\$7,000.00	\$9,200.00	\$9,200.00

Schedule 3B Subtotal	\$16,730.60		\$22,650.00	\$19,400.00
Sales Tax - 8.4%	\$1,405.37		\$1,902.60	\$1,629.60
Schedule 3B Total	\$18,135.97		\$24,552.60	\$21,029.60

Battle Ground Total	\$60,667.81		\$100,047.60	\$103,861.34
Camas Total	\$103,061.14		\$161,952.40	\$175,175.40
Washougal Total	\$49,446.57		\$66,052.60	\$67,579.60
Project Total	\$213,175.52		\$328,052.60	\$346,616.34

Rank	N/A		First	Second
% Under(Over) Engineer's Estimate	N/A		(53.89)	(62.60)

Approved By: _____
City Engineer

Date: _____

Congestion Mitigation and Air Quality Grant Reimbursable Agreement Between City of Battle Ground, City of Camas, and the City of Washougal

THIS AGREEMENT is made and entered into this 30th day of April, 2021, by and between the City of Battle Ground (“Battle Ground”), the City of Camas (“Camas”), and the City of Washougal (“Washougal”), each of which may be individually referred to as “City” or “Party” and collectively the “Cities” and “Parties”;

WHEREAS, the Interlocal Cooperation Act, as amended and codified in RCW Chapter 39.34, provides for cooperative agreements between governmental agencies; and

WHEREAS, the Cities were joint applicants for a Congestion Mitigation And Air Quality (CMAQ) Grant in June of 2016 through the Regional Transportation Commission (RTC); and

WHEREAS, the purpose of the Grant was for the Cities to join up with Clark County’s Advance Traffic Management System (“ATMS”); and

WHEREAS, at the time of the application it was decided that Battle Ground would be the lead agency for grant administration; and

WHEREAS, the Washington State Department of Transportation (WSDOT) is requiring that invoicing and reimbursement for the Grant run through Battle Ground alone rather than each City individually which necessitates this reimbursable agreement; and

NOW, THEREFORE, the Parties, having entered into this Agreement by their signature, agree with the following:

I. GENERAL TERMS AND OBJECTIVES

1. The Cities received a collective CMAQ Grant award in the amount of \$276,000.00. The grant funds are to be utilized for each City to join up with Clark County’s ATMS system (“the Project”). WSDOT requires the invoicing for the Grant funds to be run through one City as opposed to each City individually. The breakdown of the individual award to each City was as follows:
 - a. Battle Ground = \$85,609.05 (31.02%)
 - b. Camas = \$119,050.08 (43.13%)
 - c. Washougal = \$71,340.87 (25.85%)
2. Camas and Washougal shall reimburse Battle Ground for all invoiced costs that are associated with each of their respective portions of expenses related to the CMAQ

Grant. The purpose of this Agreement is to detail the agreed-upon terms for reimbursement.

3. Per the approved Local Agency Agreement with WSDOT, which is attached as Exhibit A and incorporated herein by reference, eligible costs can be reimbursed at a rate of 86.5%, not to exceed the grant amount of \$276,000.00.
4. The Project has been Bid with five (5) schedules within the Bid Proposal, which is attached as Exhibit B and incorporated herein by reference, to distinguish the identification of costs associated with each City. The five (5) schedules are as follows:
 - Schedule 1A – work for the City of Battle Ground, which is not taxable
 - Schedule 1B – work for the City of Battle Ground, which is taxable
 - Schedule 2 – work for Camas, which is not taxable
 - Schedule 3A – work for Washougal, which is not taxable
 - Schedule 3B – work for Washougal, which is taxable
5. Per the approved Local Agency Agreement with WSDOT, the following costs are reimbursable from the Grant:
 - a. Construction Contract with the responsible, responsive low Bidder that will be selected for the project;
 - b. ATMS licensing, which will be purchased from Cubic/Trafficware;
 - c. Inspection/testing costs from Clark County for the Project; and
 - d. WSDOT's reimbursable expenses related to the Project.
6. Battle Ground will pay all costs as listed in Section (I)(5). After paying said costs, Battle Ground will request reimbursement from WSDOT for 86.5% of costs not to exceed \$276,000.00. Battle Ground will then invoice Camas and Washougal for their respective share of costs not reimbursed by WSDOT. Camas and Washougal shall remit payment in full to Battle Ground within thirty (30) days of receiving an invoice from Battle Ground.
7. Each City shall be responsible for the costs listed in Section (I)(5) as follows:
 - a. Battle Ground:
 - i. Section (I)(5)(a) = Schedules 1A and 1B of the Bid Proposal.
 - ii. Section (I)(5)(b) = Licensing fees as shown on Cubic/Trafficware's invoice allocated specifically to Battle Ground.
 - iii. Section (I)(5)(c) = Inspection/testing fees as shown on Clark County's invoice specific to Battle Ground. For any fees that are specific to the Project as a whole or not shown as being related to a specific City, Battle Ground will pay 31.02% of overall said costs.
 - iv. Section (I)(5)(d) = Battle Ground will pay 31.02% of the overall costs not attributed to a specific City and not otherwise reimbursed by WSDOT.
 - b. Camas:
 - i. Section (I)(5)(a) = Schedule 2 of the Bid Proposal.

- ii. Section (I)(5)(b) = Licensing fees as shown on Cubic/Trafficware's invoice allocated specifically to Camas.
 - iii. Section (I)(5)(c) = Inspection/testing fees as shown on Clark County's invoice specific to Camas. For any fees that are specific to the Project as a whole or not shown as being related to a specific City, Camas will pay 43.13% of overall said costs.
 - iv. Section (I)(5)(d) = Camas will pay 43.13% of the overall costs not attributed to a specific City and not otherwise reimbursed by WSDOT.
- c. Washougal:
- i. Section (I)(5)(a) = Schedules 3A and 3B of the Bid Proposal.
 - ii. Section (I)(5)(b) = Licensing fees as shown on Cubic/Trafficware's invoice specific to Washougal.
 - iii. Section (I)(5)(c) = Inspection/testing fees as shown on Clark County's invoice specific to Washougal. For any fees that are specific to the Project as a whole or not shown as being related to a specific City, Washougal will pay 25.85% of overall said costs.
 - iv. Section (I)(5)(d) = Washougal will pay 25.85% of the overall costs not attributed to a specific City and not otherwise reimbursed by WSDOT.
8. The reimbursement due to each City by WSDOT shall be limited to the respective maximum amount attributed to each city in Section (I)(1) except as otherwise provided in this Section (I)(8). If one city is reimbursed all of its eligible costs by WSDOT and the reimbursements do not exceed the maximum amount attributed to that city as listed in Section (I)(1), then the remaining amount attributed to that city shall be equally split amongst the other two (2) Cities with each receiving fifty percent (50%) of the remaining amount to be applied to their eligible costs. If two Cities are reimbursed all of their eligible costs by WSDOT and the reimbursements do not exceed either of their maximum individual amounts attributed to those Cities in the Section (I)(1), then the total remaining amount may be used by the remaining City to be applied to their eligible costs.
9. Any Project costs incurred by an individual City that are not specifically listed in Section (I)(5) herein are the sole responsibility of the individual City that incurred them and that City shall be individually invoiced and solely responsible for payment.
10. Each City shall be solely responsible for inspecting the work that occurs in furtherance of the Project that benefits their individual interest in the Project.
11. The City Council of the City of Battle Ground shall be responsible for awarding or not awarding the Contract to the responsible/responsive low Bidder. Battle Ground's Public Works Director will request concurrence from Camas and Washougal via their respective staff members as listed in Section (XI) herein, or their designees, but the ultimate authority for the decision shall lie exclusively with the City Council of the City of Battle Ground.

12. Battle Ground's City Engineer will be responsible for negotiating and approving Change Orders on behalf of each City. For optional change orders, the Battle Ground City Engineer will not approve the change order without first receiving concurrence from the City or Cities that are impacted, via the respective staff members listed in Section (XI) herein, or their designees. The Battle Ground City Engineer will not approve the optional change order if concurrence is not received from the impacted City or Cities within 48 hours, or other timeframe as may be specified by the Battle Ground City Engineer, of submitting the request for concurrence. For purposes of this Section (I)(12), an "optional change order" shall be defined as any change order that may benefit the Project, but isn't necessary or required to complete the Project as determined by the Battle Ground City Engineer.

For mandatory change orders, the Battle Ground City Engineer will seek concurrence from the City or Cities that are impacted, via the respective staff members listed in Section (XI) herein, or their designees. If an impacted City elects to deny, contest, or further negotiate a mandatory change order related to their City then that City shall be solely responsible for any claim, delay costs, or any other damages that may arise related to their challenge. If the Battle Ground City Engineer does not receive concurrence or confirmation of an impacted City's intent to deny, contest, or further negotiate a mandatory change order within 48 hours, or other timeframe as specified by the Battle Ground City Engineer, of submitting the request for concurrence then the Battle Ground City Engineer shall have the sole authority to approve the mandatory change order. For purposes of this Section (I)(12), a "mandatory change order" shall be defined as any change order that is necessary or required to complete the Project as determined by the Battle Ground City Engineer.

For any optional or mandatory change order that solely impacts the City of Battle Ground, the Battle Ground City Engineer shall have the authority to approve or deny said change orders without concurrence from the other City or Cities that may be impacted.

For any change orders that are specific to a City, that City will be responsible for all associated costs. For any change orders that are specific to the Project as a whole or not shown as being related to a specific City, the Cities will pay their proportionate share based on the percentages shown in Section (I)(1). For change orders that may benefit the Cities differently than previously described, the change order will specifically list which costs belong to each City.

II. ASSIGNMENT/SUBCONTRACTING

No Party to this Agreement shall transfer or assign, in whole or in part, its respective rights or obligations under this Agreement without the prior written consent of the other Parties. Consent for assignment or transfer shall not be unreasonably withheld.

III. INDEPENDENT CAPACITY

Employees or agents of a Party engaged in the performance of projects under this Agreement shall continue to be employees or agents of that Party and shall not be considered employees or agents of any other Party to this Agreement.

IV. ALTERATIONS AND AMENDMENTS

This Agreement may only be amended by written agreement between the Cities that is signed by personnel authorized to bind each City.

V. DISPUTES

The principal executive or their designee of each City shall attempt to resolve all disputes regarding the terms of this Agreement in good faith. In the event the dispute is not resolved by the Cities, the matter will be referred to the Superior Court of the State of Washington in and for Clark County.

Cities shall bear their own legal fees, costs, and expenses related to enforcing rights and responsibilities of this Agreement.

VI. RECORDS MAINTENANCE

The Cities shall retain project records that sufficiently and properly reflect all direct and indirect costs incurred for the performance of services in this Agreement. Records shall be subject to inspection, review, or audit by each Party and the Office of the Washington State Auditor. All records shall be retained in accordance with the State of Washington records retention schedule.

VII. GOVERNANCE

This Agreement is entered into under the authority granted by the State of Washington and provisions of the Agreement shall be construed to conform to Washington State laws.

VIII. WAIVER AND SEVERABILITY

Failure by any Party to this Agreement to exercise rights under this Agreement shall not preclude that Party from subsequent exercise of those rights and shall not constitute a waiver of those rights or any other right under this Agreement. Waiver of any rights under this Agreement requires a written statement signed by an authorized representative of the Party waiving such rights.

If any provision of this Agreement or provision of a document incorporated by reference to this Agreement is found invalid, the invalidity shall not affect other provisions of this Agreement if the other provisions can be given effect without the

invalid provision. The provisions of this Agreement are declared severable. In the event that certain language or a section of this Agreement is invalidated, the Parties will negotiate alternative terms to effectuate the Parties' intent. If the Parties are unable to reach agreement on alternative terms within 30 days of the invalidity determination, this Agreement will terminate.

IX. ENTIRE AGREEMENT

This Agreement together with all listed Exhibits contains all the terms and conditions agreed upon by the Parties on the subject of this Agreement. No other understandings, oral or otherwise, exist or bind the Parties.

X. INDIRECT OR THIRD-PARTY BENEFICIARIES

The Parties do not intend, by this Agreement, to assume contractual obligations to any other party than the Parties named in this Agreement. There are no indirect or third-party beneficiaries to this Agreement.

XI. DURATION.

This Agreement shall become effective upon its execution by the Parties and recording on each party's website or recording with the Clark County Auditor, and shall continue until completion of its stated goals.

XII. ADMINISTRATION.

No new or separate legal or administrative entity is created to administer the provisions of this Agreement. The Parties shall administer the performance of the Agreement.

XIII. MANNER OF FINANCING.

Each city shall finance their respective shares as set forth in Section I, above.

XIV. NO PROPERTY.

No property will be acquired, held, used, or disposed of in connection with this Agreement.

XV. TERMINATION. The parties to this agreement rely on the continued participation of all the parties. No party shall unilaterally terminate their participation in this agreement without consent of all the remaining parties and the granting authority.

XVI. NOTICES

Any notices given under this Agreement shall be delivered and addressed to:

City of Battle Ground
Attn: Public Works Director
109 SW 1st Street, Suite 122
Battle Ground, WA 98604

City of Camas
Attn: Jamal Fox, City Administrator
616 NE 4th Avenue
Camas, WA 98607
JFox@cityofcamas.us

City of Washougal
Attn: City Manager
1701 C Street
Washougal, WA 98671

The undersigned Parties agree to all of the terms and conditions contained in this Agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement by their duly authorized officers as of the 4th day of May, 2021.

CITY OF BATTLE GROUND

BY: [Signature]

TITLE: City manager

DATE: 5/4/21

CITY OF CAMAS

BY: [Signature]

TITLE: MAYOR PRO TEM

DATE: 4/5/2021

Approved as to form:

[Signature]
Christine Hayes, City Attorney

Approved as to form:

[Signature]
Shawn MacPherson, City Attorney

CITY OF WASHOUGAL

BY: David Scott

TITLE: David Scott, City Manager

DATE: April 27, 2021

Approved as to form:

Kenneth Woodrich

Kenneth B. Woodrich, City Attorney

EXHIBIT "A"



Agency City of Battle Ground

Address 109 SW 1st Street
Suite 122
Battle Ground, WA 98604

Local Agency Agreement

CFDA No. 20.205
(Catalog or Federal Domestic Assistance)
Project No. **CM-0060(002)**
Agreement No. **LA10020**
For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 -- certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Small Cities ATMS Length varies
Termini city-wide to city-wide
Description of Work

Expansion of Clark County's ATMS now license, update traffic controllers, installation of wireless radios to connect to existing fiber systems, and installation of cameras within Battle Ground, Camas, and Washougal.

Project Agreement End Date ^{2024 CMC} 12/31/2020
Proposed Advertisement Date 1/31/2021

Claiming Indirect Cost Rate
 Yes No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE Federal Aid Participation Ratio for PE	% a. Agency			
	% b. Other			
	c. Other			
	d. State			
	e. Total PE Cost Estimate (a+b+c+d)	0.00	0.00	0.00
Right of Way Federal Aid Participation Ratio for RW	% f. Agency			
	% g. Other			
	h. Other			
	i. State			
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction 86.5 Federal Aid Participation Ratio for CN	% k. Contract	318,075.00	42,940.00	275,135.00
	% l. Other Contract (Non-Federal)	52,325.00	52,325.00	0.00
	m. Other			
	n. Other			
	o. Agency	1,000.00	135.00	865.00
	p. State	371,400.00	95,400.00	276,000.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	371,400.00	95,400.00	276,000.00
r. Total Project Cost Estimate (e+j+q)				

Agency Official
By *[Signature]*
Title City Manager

Washington State Department of Transportation
By *[Signature]*
Director, Local Programs
Date Executed

DEC 2 2 2020

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A -- The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B -- The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C -- The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

EXHIBIT "B"

SMALL CITIES ATMS – BID PROPOSAL

Schedule 1A – Battle Ground – City ROW					
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost
1A-1	Minor Change	1	CALC	\$1,000.00	\$1,000.00
1A-2	Record Drawings	1	LS		
1A-3	Mobilization	1	LS		
1A-4	Project Temporary Traffic Control	1	LS		
1A-5	Communication Cables And Interfaces	1	LS		
1A-6	Traffic Control System	1	LS		
1A-7	CCTV Camera System	2	EA		
				Schedule 1A Total	

Schedule 1B – Battle Ground – State ROW					
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost
1B-1	Minor Change	1	LS		
1B-2	Record Drawings	1	LS		
1B-3	Mobilization	1	LS		
1B-4	Project Temporary Traffic Control	1	LS		
1B-5	Communication Cables And Interfaces	1	LS		
				Schedule 1B Subtotal	
				Sales Tax – 8.4%	
				Schedule 1B Total	

Schedule 2 – Camas – City ROW					
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost
2-1	Minor Change	1	CALC	\$1,000.00	\$1,000.00
2-2	Record Drawings	1	LS		
2-3	Mobilization	1	LS		
2-4	Project Temporary Traffic Control	1	LS		
2-5	Communication Cables And Interfaces	1	LS		
2-6	Traffic Control System	1	LS		
2-7	CCTV Camera System	1	EA		
				Schedule 2 Total	

Schedule 3A – Washougal – City ROW					
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost
3A-1	Minor Change	1	CALC	\$1,000.00	\$1,000.00
3A-2	Record Drawings	1	LS		
3A-3	Mobilization	1	LS		
3A-4	Project Temporary Traffic Control	1	LS		
3A-5	Communication Cables And Interfaces	1	LS		
3A-6	Traffic Control System	1	LS		
3A-7	CCTV Camera System	1	EA		
				Schedule 3A Total	

Schedule 3B – Washougal – State ROW					
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost
3B-1	Minor Change	1	LS		
3B-2	Record Drawings	1	LS		
3B-3	Mobilization	1	LS		
3B-4	Project Temporary Traffic Control	1	LS		
3B-5	Communication Cables And Interfaces	1	LS		
				Schedule 3B Subtotal	
				Sales Tax – 8.4%	
				Schedule 3B Total	
				Project Total	



Staff Report

July 18, 2022 Council Workshop Meeting

Lacamas Lake Dams Inspections and Gate Replacement
Presenter: Will Noonan, Public Works Operations Manager
Time Estimate: 5 minutes

Phone	Email
360.817.7983	wnoonan@cityofcamas.us

BACKGROUND: The City of Camas accepted donation of the Lacamas Lake Dams, including the Upper and Lower Dams, in 2018. The Department of Ecology Dam Safety Office, who oversees all dams within the State, requires an annual inspection and report documenting the findings be completed and submitted to Ecology. Stantec Consulting has assisted the City with this work since ownership of the Dams was transferred to the City.

Prior inspections have identified that portions of the wood spill gates on the upper dam need replacement. Since the water level needs to be lowered to survey and review the gates prior to design of any repairs, and it requires significant effort in general, staff has asked Stantec to include a full review and development of alternatives for full replacement of the gates and their actuators, which currently have to be manually operated, with more modern materials.

SUMMARY: Stantec has provided the attached Scope of Work to complete the 2022 Lacamas Lake Dam Inspections, preliminary design for total gate replacement, and to develop options to automate operations of the gates. The estimated cost to complete this work as shown in the attached Professional Services Agreement is \$85,830.

EQUITY CONSIDERATIONS:

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

Inform Council of the needed work and review the professional services agreement and scope of work provided by Stantec.

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

Prior inspections have identified that portions of the existing timber gates need to be replaced.

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

Not applicable.

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

The City operations crew and downstream residents and areas will benefit from this work.

What are the strategies to mitigate any unintended consequences?

Inspection of the area prior to designing any improvements and review of final design by staff and Ecology.

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

Not applicable.

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

No

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

The water level in Lacamas and Round Lake is required to be lowered in order to inspect the dams and gates. As such, inspection of the gates will be completed with the annual drawdown.

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

City staff and Ecology will review the inspection reports and design activities.

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

This item supports the City's goal of utilizing asset management strategies and improve the efficacy of operations.

BUDGET IMPACT: As discussed above, the cost estimate to complete this work is \$85,830. The adopted 2022 Budget in the Stormwater Fund has sufficient budget to support this activity.

RECOMMENDATION: This item is for Council's information only. Staff proposes to place the Professional Services Agreement with Stantec on the August 1, 2022 Consent Agenda for Council's consideration.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
 Camas, WA 98607

Project No. P1018

UPPER LACAMAS LAKE DAM GATE REPLACEMENT

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Stantec**, 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 **Upper Lacamas Lake Dam Gate Replacement 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 **June 30, 2023**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$85,830.00**, under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as **Exhibit "B"**.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for

a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant (hereinafter "Work Product" in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

8. Consultant's Liability Insurance.
 - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
 - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial

General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
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 "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** 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. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the City; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
- a. The 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 City.
 - 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 City 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:
 Will Noonan
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7983
 EMAIL: wnoonan@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Dick Talley, PE
 Stantec
 601 SW Second Avenue, Suite 1400
 Portland, OR 97204
 PH: 503-220-5423
 EMAIL: richard.talley@stantec.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. If requested in writing by either the City or the Contractor, the City and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M

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

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

- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
- 26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 2022.

CITY OF CAMAS:

STANTEC:
Authorized Representative

By _____

DocuSigned by:
Richard Talley
By _____
5499BC984C6A496...

Print Name _____

Print Name Richard Talley

Title _____

Title Vice President

Date 6/29/2022

EXHIBIT "A"
SCOPE OF SERVICES

Upper Lacamas Dam Gate Replacement Project

Exhibit "A"

Scope of Services

Background and Understanding

Lacamas and Round Lake is located east of NE Everett St and NW Lake Rd in Camas, Washington. These lakes are impounded by two concrete gravity dams near the south shore, generally referred to as the Upper Dam and Lower Dam. The Upper Dam has a Low-Level Outlet (LLO) sluice gate, four timber spillway gates, and an uncontrolled emergency spillway. The spillway gates are operated from a single drive, that has a selector lever to choose which gate operates. The Lower Dam has a single LLO valve. All are manually operated from the respective dam crests, which are currently open to the public as they are part of the trail system.

The dams fall under the jurisdiction of the Washington Department of Ecology Dam Safety Division. Stantec performed the most recent annual inspection in September of 2021 and developed several dam safety recommendations as a result of the inspection. One recommendation was related to the four timber spillway gates at the Upper Dam which showed signs of decay and corrosion of carbon steel hardware. It was recommended that these noted items be replaced to prolong the life of these gates.

The City has requested that Stantec provide a preliminary design for total gate replacement that will ensure minimal maintenance, reduce leakage, and provide an extended service-life. Additionally, the City has requested that Stantec develop options to automate operation of all gates and the valve located on the Upper Dam and Lower Dam.

Stantec has prepared the following scope of services to accomplish the aforementioned goals and objectives and further has determined the following tasks are necessary to complete the work

- Task 1 – Upper Dam Spillway Gate Replacement Preliminary Design
- Task 2 – Gate and Valve Automation Evaluation and Report
- Task 3 - 2022 Annual Dam Safety Inspection
- Task 4 - Project Management

Upper Lacamas Dam Gate Replacement Project

Exhibit "A"

Scope of Services

1.0 Task 1 – Upper Dam Spillway Gate Replacement Preliminary Design

1.1 Task Specific Objective

Develop a preliminary (15%) design for replacement of the existing timber spillway gates at Upper Dam utilizing stainless steel and/or aluminum materials and provide a Class 4 American Association of Cost Engineers (AACE) Opinion of Probable Construction Costs (OPCC).

1.2 Task Specific Services and Assumptions

- A. Stantec will provide a replacement gate preliminary design for the four approximately 7' wide x 6.5' tall timber gates in accordance with US Army Corp of Engineer's (USACOE) criteria. Material will be comprised of either stainless steel or aluminum with stainless steel anchorage. The gate design will include new sill beams and gate guides to be anchored into the existing concrete structure. This gate design will assume the existing gate hoists are to be reused and therefore the design must accommodate the current rack and pinion system.
- B. Demolition of the existing gate and associated hardware will be included in the cost estimate, although a drawing will not be provided.
- C. No review or preliminary design services are expected on the spillway itself or the low-level outlet sluice gate on the Upper Dam.
- D. No review or preliminary design services are expected on the Lower Dam low-level outlet gate.
- E. City will grant notice to proceed to Stantec on or before July 1, 2022.
- F. Upon completion of a draft version of the preliminary design package, design report and OPCC, Stantec will provide the City the following listed electronic versions of the deliverables by email.
- G. Following the submittal of the deliverables, Stantec will host a Teams meeting for purposes of reviewing the deliverables, alternatives and recommendations of the design report with City Representatives. The outcome of the meeting will be to affirm the recommendations and to select the preferred alternative that will be advanced into detailed design, bidding and construction later in 2022 and early 2023.

Upper Lacamas Dam Gate Replacement Project Exhibit "A" Scope of Services

1.3 Task Specific Deliverables

- A. 15% Design Drawings
- B. AACE Class 4 OPCC

1.4 Task Specific Period of Performance

- A. Preliminary gate design package - September 2, 2022
- B. Class 4 OPCC - September 2, 2022
- C. Review Workshop by Teams - September 9, 2022

2.0 Task 2 – Gate and Valve Automation Evaluation and Report

2.1 Task Specific Objective

Develop preliminary (15%) design of hoists and actuators for the automation of

- A. Upper Dam spillway gates (4)
- B. Upper Dam low level outlet (LLO) gate, and
- C. Lower Dam low level outlet (LLO) valve.

For the electrical design, two (2) alternatives will be presented for consideration as follows:

Alternative 1

Local operation, via electrical actuators for push button control, of each of the Upper Dam spillway gates (4) and the Upper Dam LLO gate. Local electrical operation, via electrical actuators for push button control, of the LLO gate at the lower dam.

Alternative 2

Both local and remote operation of the Upper Dam and Lower Dam spillway and LLO gates. The remote control will be via a control cabinet located at the Upper Dam at a location selected by the City with an HMI touchscreen to allow control of all of the gates.

Upper Lacamas Dam Gate Replacement Project

Exhibit "A"

Scope of Services

2.2 Task Specific Services and Assumptions

- A. Design of the hoists and actuators for the automation of gates and valves will be preliminary design to 15% for purposes of developing an OPCC for each alternative.
- B. Two (2) new 12.47kV – 480V transformers will be provided by the local utility for 480V power. One (1) Distribution Transformer for the Upper Dam and one (1) for the Lower Dam.
- C. For Alternative 2, the communication network will be distributed via fiber optic cable.
- D. It is assumed that facility/site drawings do not exist and will have to be developed to provide scaled drawings for each dam (Upper and Lower) and the general area of the facility for the local power distribution. It is assumed that a Google Earth base map will be sufficient for purposes of determining site layout, approximate distances and arrangement of features.
- E. An Alternative Analysis Report will be developed that describes the purpose and intent of the valve/gate control, the alternatives for both remote and local control features, Preliminary (15%) drawings and a AACE Class 4 OPCC for each option.
- F. Upon completion of a draft version of the Alternative Analysis Report, drawings and OPCC, Stantec will provide the City the following listed electronic versions of the deliverables by email.
- G. Following, Stantec will host a Teams meeting for purposes of reviewing the deliverables, alternatives and recommendations of the report with City Representatives. The outcome of the meeting will be to affirm the recommendations and to select the preferred alternative that will be advanced into detailed design, bidding and construction later in 2022 and early 2023.

2.3 Task Specific Deliverables

- A. Alternative Analysis Report
- B. 15% Design Drawings
 - a. Upper Dam Spillway Gate – Hoist Layout
 - b. Upper Dam Low Level Outlet Gate – Actuator Layout
 - c. Lower Dam Low Level Outlet Valve - Actuator
 - d. Facility Plan and Overhead Line Distribution
 - e. Upper Dam and Lower Dam Detail Plan – Alternative 1
 - f. Upper Dam and Lower Dam Detail Plan – Alternative 2
 - g. Power One-Line Diagram for both Alternatives
 - h. Network Communication Diagram – Alternative 2
- C. AACE Class 4 OPCC

Upper Lacamas Dam Gate Replacement Project

Exhibit "A"

Scope of Services

2.4 Task Specific Period of Performance

- | | | |
|---------------------------------|---|-------------------|
| A. Alternatives Analysis Report | - | September 2, 2022 |
| B. 15% Design Drawings | - | September 2, 2022 |
| C. Class 4 OPCC | - | September 2, 2022 |
| D. Review Workshop | - | September 9, 2022 |

3.0 Task 3 - 2022 Annual Dam Safety Inspection

3.1 Task Specific Objectives:

This is a three-part task, consisting of our initial meeting with the City, our preparation for the field inspection and the field inspection itself. The specific objectives of the task are:

- A. Open and clear communication with the City, such that Stantec fully understands the goals of the inspection, and to share with the City any preliminary findings from the information review that may alter the focus of the inspection;
- B. Pre-inspection preparation for the inspection to promote a thorough and efficient inspection during the time on-site. Stantec will prepare custom pre-printed inspection checklists that will capture specific City points of interest as well as any features of interest stemming from the information review;
- C. Performance of a safe, efficient, and thorough field inspection of the dams and the appurtenant features. The items identified on the pre-printed checklists will be inspected as well as any other observations deemed to be pertinent to our inspection team. Items requiring repair will be identified.

3.2 Task Specific Services and Assumptions:

- A. Field Inspection - Stantec has allocated one full day for two professional engineers to walk the site and conduct a non-invasive inspection. We have assumed that the City will arrange for full site access. Our level of effort has assumed that the inspection will be limited to areas with access provided by the City. Areas not inspected due to access issues will be

Upper Lacamas Dam Gate Replacement Project Exhibit "A" Scope of Services

documented in the final report. This inspection will not include any drilling, sampling, or materials testing of the dam or foundation materials, and does not include any in-situ destructive or non-destructive testing.

- B. Inspection Summary - Stantec will prepare a field observation and inspection summary along with completed inspection checklists and identification of items requiring repair. These documents will be used to prepare the reports identified below.
- C. Draft Report - the draft report will include the findings from the field inspection and Stantec's overall assessment of the condition of the dams. A draft will be provided to the City for review and comment. If necessary, a teleconference with the City can be scheduled to address specific questions from the inspection that the City may have.
- D. Final Report - Stantec will modify the draft report as appropriate in response to City comments. The Final report will be prepared in general compliance with Ecology's Dam Safety Guidelines.
- E. Professional judgments presented in the final report will be based partly on the evaluation of technical information gathered and on Stantec's understanding of the characteristics of the dams. Stantec does not guarantee the performance of the dams in any respect, only that our engineering work and judgments rendered meet the standard of care of our profession.
- F. The opinions and recommendations contained in this Report are dependent on the accuracy, completeness, and correctness of the data, documents, and other information provided by the City or other third parties noted in the report, whether provided in writing or orally ("Information"). Information may include information and documents relating to the facility, personnel, systems, equipment, protocols, procedures and policies and the compliance by City employees, subcontractors and others

Upper Lacamas Dam Gate Replacement Project Exhibit "A" Scope of Services

with such requirements. If any of the Information is inaccurate, incomplete or incorrect, the opinions and recommendations of Stantec contained in the Report cannot be relied upon by the City.

G. Stantec's opinions and recommendations are provided based on assessment of the facility as of the date of this report based on the available information and our surface observations. If changes to existing conditions should occur, analysis, opinions, and recommendations by Stantec may no longer be valid and should not be relied upon.

H. The field inspection is scheduled for September 2022.

3.3 Task Specific Deliverables:

Stantec will deliver the following:

- A. PDF Draft Report transmitted via e-mail
- B. PDF Final Report transmitted via e-mail

3.4 Period of Performance

A. Stantec will begin work by preparing for the field inspection a few days prior to the planned inspection. The inspection is scheduled for September 2022 to coincide with a planned drawdown of the reservoir. Stantec will have the draft report to the City within 10 calendar days of the inspections. The final report will be presented to the City within 3 full working days of receiving comments from the City and resolving any questions.

Upper Lacamas Dam Gate Replacement Project

Exhibit "A"

Scope of Services

4.0 Task 4 - Project Management

4.1 Task Specific Objectives:

The purpose of this task is to provide the administrative, quality assurance/quality control (QA/QC), and financial/schedule management activities associated with performing and completing the project. This task also includes maintaining clear communication with the City to deliver the project.

4.2 Task Specific Assumptions:

- A. Only those deliverables listed herein shall be required to be provided to the City.

4.3 Subtasks:

- A. Develop Brief Project Management Plan

Stantec will set up the project and prepare a Project Implementation Plan (PIP). The PIP describes how Stantec will manage cost, scope, and schedule; establishes lines of communication and team member roles; and helps to define how the project will be managed. Components of the PIP consist of the following:

1. Project Schedule

A project schedule will be developed and maintained Microsoft Project scheduling software to monitor overall progress of the project.

2. QA/QC Plan

Stantec will prepare a project QA/QC plan, which defines reviews to be conducted for all Stantec's deliverables and the roles and responsibilities of QA/QC team members.

3. Staffing Plan

Stantec will prepare a level of effort summary that assigns personnel to individual activities and monitors planned

Upper Lacamas Dam Gate Replacement Project Exhibit "A" Scope of Services

versus actual hours to complete activities and milestone completions.

B. Invoicing and Scope Management

Invoices will be submitted on a monthly basis. On each monthly invoice, Stantec will provide task and subtask breakdown of cost and hours worked per staff person. Stantec will provide percent spent/complete for each task and subtask. Stantec will include monthly project status report with each submitted invoice, including an updated project schedule.

4.4 Task Specific Deliverables:

A. Invoices

1. Invoices will be submitted for payment monthly in PDF format. Invoice shall provide breakdown of cost and hours worked per staff person and percent spent/complete for each task and subtask.

B. Schedule updates

1. Submitted monthly with invoice in PDF format.

C. Project Status Report

1. Submitted monthly with invoice in PDF format.

EXHIBIT "B"
COSTS FOR SCOPE OF SERVICES

Upper Lacamas Dam Gate Replacement Project Exhibit "B" Cost of Work

Compensation for this Scope of Work will be in accordance with the Agreement for Engineering Services on a time and materials basis utilizing the labor rate schedule shown in Table 2. The compensation shall be subjected to a not-to-exceed total fee of **\$85,830.00** for Tasks 1 through 4 only without further written authorization. See Table 1 for a breakdown of budgeted engineering fees by task.

Table 1: Budgeted Engineering Fees by Task

Task	Hours	Labor Fee	ODC's	Total Fees
Task 1 – Upper Dam Spillway Gate Replacement Preliminary Design	52	\$ 11,600	\$300	\$11,900
Task 2 – Gates and Valve Automation Evaluation and Report	272	\$57,600	\$600	\$58,200
Task 3 - 2022 Annual Dam Safety Inspection	52	\$11,050	\$1,300	\$12,350
Task 4 – Project Management	22	\$3,380	---	\$3,380
Total Tasks 1 through 4	398	\$83,630	\$2,200	\$85,830

See Table 2 for Hourly Rates and Charges

Table 2: Professional Services Hourly Fee Schedule

Labor Classification	Project Hourly Rate
Accounting/Admin	\$ 110
Deputy Project Manager	\$ 150
Project Manager	\$ 250
Designer 1	\$ 125
Designer 2	\$ 140
Associate Project Engineer	\$ 150
Project Engineer	\$ 180
Senior Project Engineer/Cost Estimator	\$ 200
Discipline Lead	\$ 225
Principal/Subject Matter Expert	\$ 250

Upper Lacamas Dam Gate Replacement Project Exhibit "B" Cost of Work

The above hourly rates are effective through December 31, 2022. Rates will be adjusted annually based on indices recognized by the City. See Table 3 for Other Direct Project Costs (ODC).

Table 3: Other Direct Project Costs Schedule

ODC	Project Billing Rates
Subconsultants	At Cost plus 10%
Travel (Lodging, rental cars only)	At Cost plus 10%
Computer Aided Design (CAD)	Included in the Project Hourly Billing Rates
General Service Administration (G&A)	Included in the Project Hourly Billing Rates
Vehicle Mileage	Current IRS Rate plus 10%
Employee Expenses (meals, associated project costs, etc.)	Included in the Project Hourly Billing Rates
Health, Safety, and Equipment	Included in the Project Hourly Billing Rates

EXHIBIT "C"
TITLE VI ASSURANCES

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

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment,

unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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



Staff Report

July 18, 2022 Council Workshop Meeting

Facilities Condition Assessment Summary
Presenter: Steve Wall, Public Works Director
Time Estimate: 15 min

Phone	Email
360.817.7899	swall@cityofcamas.us

BACKGROUND: The City Council authorized completion of a Facilities Condition Assessment for 17 City-owned buildings in 2021. Staff worked with our consultant, Meng Analysis, who completed the Assessment in spring 2022. The Executive Summary from the final report is provided for information as an attachment to this Staff Report. The final report includes recommendations for “Observed Deficiencies”; those items that should be addressed in the next 5 years, and “Predicted Renewals” which are forecasts of items to be replaced in the future. Staff will provide a brief presentation on the findings at the July 18 Workshop, including an interactive review of a Power BI model developed by Meng for the City’s use.

EQUITY CONSIDERATIONS:

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

This item is for Council’s information only to provide a summary of the Facilities Condition Assessment results. The next step in the process will be to develop a prioritized City-wide Capital Improvement Plan (CIP) for the City’s facilities based on the information contained in the analysis.

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

The data generated from this work provides general information regarding facility needs, including an estimated cost and recommended timeline for completion. However, it is important to note that findings within this assessment do not wholly consider the current or future use, or desired uses, of the buildings. Additionally, the assessment only includes deficiencies valued at \$5,000 or more and makes several recommendations regarding the need for further investigation or items noted during the inspections. As such, many facilities will require additional analysis and discussion before implementing recommendations within this plan.

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

N/A

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

The City will benefit from this assessment as it provides a general understanding of the current state of the City's facilities and provides a plan for future improvements.

What are the strategies to mitigate any unintended consequences?

N/A

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

N/A

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

N/A

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

This specific item does not include completion of any physical work; however, the Condition Assessment will result in future projects that will have significant financial impacts on the City.

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

Specific projects will be budgeted and discussed with the City Council as they progress.

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

This item supports multiple sections of Chapter 5 (Public Facilities and Services) within the Comprehensive Plan.

BUDGET IMPACT: There is no direct budget impact associated with this agenda item.

RECOMMENDATION: This item is for Council's information only.

City of Camas

Facility Condition Assessment Volume 1: Executive Summary Report



Prepared by MENG Analysis

Contents

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Executive Summary

Introduction

In 2021, the City of Camas, Washington engaged MENG Analysis to complete a comprehensive facility condition assessment (FCA). The purpose of this assessment is to assist City staff in organizing & prioritizing maintenance backlog needs while supporting future-focused proactive facility management. Proactive facility management includes but is not limited to, planning and budgeting for short-term correction of Observed Deficiencies (ODs), and long-term major maintenance, referred to in this report as Predicted Renewals (PRs).

The surveyed facilities included 17 buildings on 11 sites. The total square footage of the surveyed buildings is just under 276,000 SF.

FCA Stats	
Number of Surveyed Buildings	Total SF Surveyed
17	276K
Total Replacement Value of Facilities (2022 dollars)	Long-term Needs 2028-2041
\$61M	\$18M
2022-2027 Deficiencies	Priority¹ Needs 6 Years
\$17M	\$6.3M

Report Organization

This Executive Summary Report (Volume 1) presents an introduction and overview to the Facility Condition assessment process as well as summary findings across all facilities. The Facility Detail Report (Volume 2) contains the database-generated subsystem level reports.

Terminology and Abbreviations

To aid in understanding the data and concepts presented in this report, the following list includes definitions of common terms and abbreviations related to the FCA process.

Facility Condition Assessment (FCA): A structured process to document the conditions of site infrastructure and building systems. FCAs are typically performed by a multi-disciplinary team of architects, engineers, construction, and cost specialists. Facility information and condition data should be maintained in a database for ease of updating and reporting. The data should be renewed over time.

¹ Priority needs include life-safety and code issue deficiencies

Facility Condition Index (FCI): A benchmark used to compare relative condition of facilities within a portfolio of assets; derived by the following formula:

Note: There are a number of different methods used by various organizations to calculate that backlog. For this reason, using FCIs to compare City of Camas facilities to other organizations may not represent accurate equivalency.

$$FCI = \frac{\text{Backlog of Maintenance \& Repair (BMAR)}}{\text{Current Replacement Value (CRV)}}$$

This assessment uses a parametric method that calculates BMAR based on the assessed condition scores. The statistical basis is a study conducted by NASA on over 10,000 surveyed facilities that evaluated the backlog of repair items relative to qualitative condition scores 1 through 5. The parametric backlog for each system is calculated based on a statistical theoretical percentage of that system that would need repair or replacement for each of the qualitative condition scores. The costs of those systems are the facility use cost models customized for Camas. It should also be noted that we continually update our cost models based on current market conditions, so the CRV values in this report will differ from those presented in earlier reports.

Predicted Renewal Model: A theoretical forecast of when building systems will exceed their typical lifespan and funding will be required for renewals.

Remaining Useful Life: An estimate of the years that a facility system may remain serviceable or in operation before failure; which would then require system renewal or replacement.

Subsystem: The term subsystem in this report refers to a Uniformat Level 3 building systems category (e.g., B3010 - Roof Coverings; or B3020 – Roof Opening; or B3030 – Projections).

System: The term system in this report refers to a Uniformat Level 2 building system category (e.g., B30 – Roofing)

Commonly Used Abbreviations

- AC = Asphalt concrete
- ACT = Acoustic ceiling tile
- A/V = Audio/video
- AHU = Air handling unit
- ASHRAE = American Society of Heating, Refrigeration, & Air Conditioning Engineers
- BUR = Built-up roofing
- CCTV = Closed circuit television
- CFH = Cubic feet per hour (of natural gas)
- CFL = Compact fluorescent
- CI = Cast iron
- CMU = Concrete masonry unit
- CO2 = Carbon dioxide
- CU = Condensing unit
- Cx = Commissioning

- DDC = Direct digital control
- DHW = Domestic hot water
- Dx = Direct expansion
- EA = Each (measurable unit)
- EF = Exhaust fan
- EFIS = Exterior insulation finishing system
- FRP = Fiber reinforced plastic
- GI = Grease interceptor
- GSHP = Ground-source heat pump
- HID = High intensity discharge (lamps)
- HM = Hollow metal
- HVAC = Heating, ventilating, and air conditioning
- IT = Information technology
- LF = Linear feet (measurable unit)
- LED = Light emitting diode
- LS = Lump sum (measurable unit)

MDF = Main distribution frame
 OWS = Oil/water separator
 PA = Public address
 P-lam = Plastic laminate
 PRV = Pressure regulating valve
 PTAC = Packaged terminal air conditioning
 Psig = Pounds per square inch (pressure)
 SS = Stainless Steel
 PVC = Polyvinyl chloride
 RTU = Roof top unit

RPBP = Reduced pressure backflow preventer
 SF = Square feet (measurable unit)
 UPS = Uninterruptible power supply
 VAV = Variable air volume
 VCT = Vinyl composite tile
 VWC = Vinyl wall covering
 VOIP = Voice over internet protocol
 WAP = Wireless access point
 WD = Wood

List of Surveyed Facilities

Table 1 lists the facilities surveyed during this project.

Table 1. List of Surveyed Facilities

Site	Facility	Address	Bldg Area (sf)
Fire Station 42	Fire Station 42	4321 NW Parker Street Camas, WA 98607	12,069
Police Station	Police Station	2100 NE 3rd Ave Camas, WA 98607	23,100
City Hall - Station 41	City Hall - Station 41	616 NE 4th Ave Camas, WA 98607	28,080
City Hall Annex	City Hall Annex	528 NE 4th Ave Camas, WA 98607	10,000
Public Works Operations Center	Public Works Operations Center	1620 SE 8th Ave Camas, WA 98607	21,190
Public Works Operations Center	Mobile Office	1620 SE 8th Ave Camas, WA 98607	
Community Center	Community Center	1718 SE 7th Ave Camas, WA 98607	21,420
Library	Library	625 NE 4th Ave Camas, WA 98607	36,500
Wastewater Treatment Plant	Equipment Building	1129 SE Polk Street Camas, WA 98607	4,250
Wastewater Treatment Plant	Bio-solids Dryer Building	1129 SE Polk Street Camas, WA 98607	3,670
Wastewater Treatment Plant	Digester Building	1129 SE Polk Street Camas, WA 98607	3,420
Wastewater Treatment Plant	Control Building	1129 SE Polk Street Camas, WA 98607	1,630
Wastewater Treatment Plant	Main Office	1129 SE Polk Street Camas, WA 98607	1,770

Site	Facility	Address	Bldg Area (sf)
Wastewater Treatment Plant	UV Building	1129 SE Polk Street Camas, WA 98607	3,360
Fire Station 43	Fire Station 43	1400 A St. Washougal, WA 98671	8,496
Scout Hall	Scout Hall	621 NE 15th Ave Camas, WA 98607	1,200
Lacamas Lake Lodge	Lacamas Lake Lodge	227 NW Lake Road Camas, WA 98607	4,615

Condition Summary

Methodology

The field survey team included architects & engineers with expertise in building assessment who reviewed civil, structural, architectural, mechanical, electrical, plumbing, and site infrastructure systems to a Unifomat Level 3 detail². These descriptions and scores are the basis for generating the Facility Condition Index (FCI), and Weighted Average Condition Score (WACS). Costs were developed by an experienced cost estimator familiar with the regional construction market & construction practices. The costs shown in this report are based on market rates, and not on prevailing wage requirements from the State of Washington.

Facility Condition Index (FCI)

A Facility Condition Index (FCI) is an industry standard used for benchmarking and evaluating a portfolio of facility assets over time³. The FCI is the ratio between a facility's Backlog of Maintenance and Repair (BMAR) and the Current Replacement Value (CRV) of the facility. Therefore, the lower the FCI, the lower the cost of maintenance backlog in relation to the cost of a full building replacement.

Common industry practice is to create a scale for interpreting the FCI as a way to prioritize facility needs. Most organizations adjust their classifications of FCI to relate to their own unique criteria. For this project, we suggest the following FCI breakdown to support decision making.

- Excellent = 0.00 – 0.05 (5%)
- Good = 0.06 – 0.10 (6% – 10%)
- Fair = 0.11 – 0.20 (11% – 20%)
- Poor = 0.21 – 0.25 (21% – 25%)
- Critical = 0.26 (26% or greater)

Weighted Average Condition Score (WACS)

Every surveyed building is broken down into Unifomat categories, systems, and subsystems. The surveyors use standard criteria for scoring each subsystem from 1 to 5, where 1 is Excellent, and 5

² <http://www.unifomat.com/index.php/classification-of-building-elements>

³ Since 1999 GASB 34 has required government agencies to improve Basic Financial Statements, including periodic Condition Assessment of capital assets; subsequent protocols were developed by GSA, NASA, States, NCUBO and others with most sharing similar definitions of BMAR, CRV & FCI.

is Unsatisfactory⁴. These subsystem scores are combined to a weighted average (based on importance) to the system level. A similar weighed calculation is performed at the category level, resulting in a 1-5 score for the building as a whole. This is called the Weighted Average Condition Score (WACS).

For both WACS and FCI, the lower the number, the better the condition, or relative condition.

Table 2. FCI and WACS

Facility	FCI	WACS
City Hall / Station 41	0.20	3.15
City Hall Annex	0.26	3.43
Community Center	0.26	3.45
Fire Station 42	0.13	2.78
Fire Station 43	0.13	2.83
Lacamas Lake Lodge	0.07	2.21
Library	0.12	2.68
Police Station	0.11	2.53
Mobile Office	0.16	3.11
Public Works Operations Center	0.13	2.76
Scout Hall	0.20	3.54
Wastewater Treatment Plant		
Bio-solids Dryer Building	0.07	2.52
Control Building	0.05	3.04
Digester Building	0.06	2.38
Equipment Building	0.17	3.24
Main Office	0.11	2.69
UV Building	0.09	2.71

Cost Overview

Estimated costs are *calculated* for short-term Observed Deficiencies (ODs) and *modeled* for long-term Predicted Renewals (PRs). The deficiency costs in the Facility Details Report show direct costs plus typical construction markups as well as project development markups (design, management, etc.).

Table 3 shows the total deficiencies and predicted renewals for each facility.

⁴ A full description of the scoring metrics for all subsystems can be provided upon request.

Table 3. Total ODs and PRs by Facility

Facility	Predicted Renewals 2028-2041	Observed Deficiency 2022-2027
City Hall / Station 41	\$3,518,800	\$2,804,000
City Hall Annex	\$809,600	\$1,102,000
Community Center	\$991,600	\$2,653,000
Fire Station 42	\$1,494,000	\$572,000
Fire Station 43	\$1,958,400	\$448,000
Lacamas Lake Lodge	\$420,500	\$184,000
Library	\$4,232,600	\$1,763,000
Police Station	\$2,464,800	\$538,000
Mobile Office	\$45,300	\$51,000
Public Works Operations Center	\$1,227,300	\$898,000
Scout Hall	\$121,200	\$259,000
Bio-solids Dryer Building	\$75,200	\$101,000
Control Building	\$46,600	\$228,000
Digester Building	\$73,100	\$135,000
Equipment Building	\$94,400	\$968,000
Main Office	\$142,600	\$155,000
UV Building	\$62,800	\$1,215,000

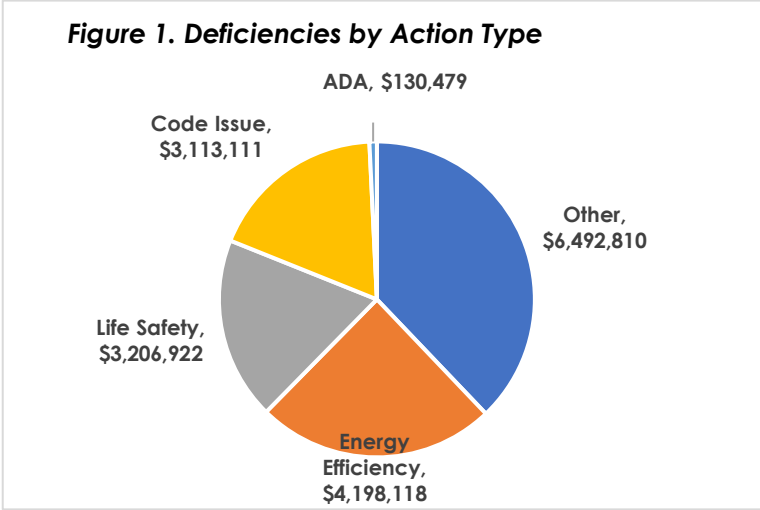
Observed Deficiencies

For a notable issue to be considered an Observed Deficiency (OD), the surveyor must think that the issue needs to be addressed within the next 5-year period, with an expected direct cost of \$5,000 or greater. Each deficiency is assigned an action type to help prioritize the order in which it should be addressed. The following pie chart shows the ODs broken out by action type.

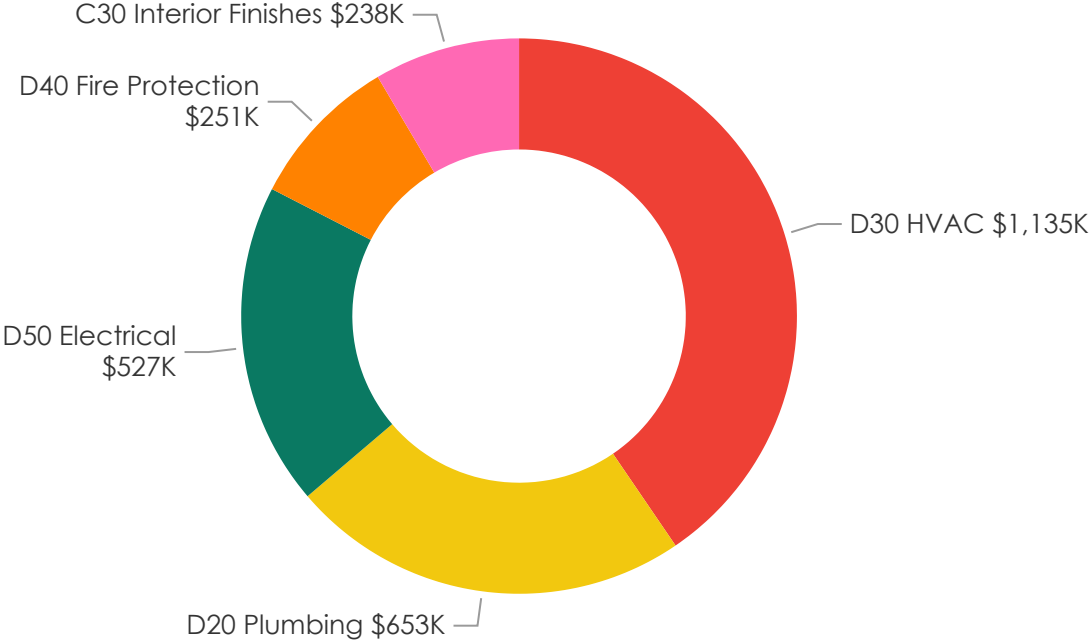
For the 2021 FCA, ODs total approximately \$17M.

Priority ODs are those in the “Life Safety” and “Code Issue” categories, which total approximately \$6.3M. Detailed descriptions, photos, and cost estimates of these deficiencies can be found in the Facility Details Report (Volume 2).

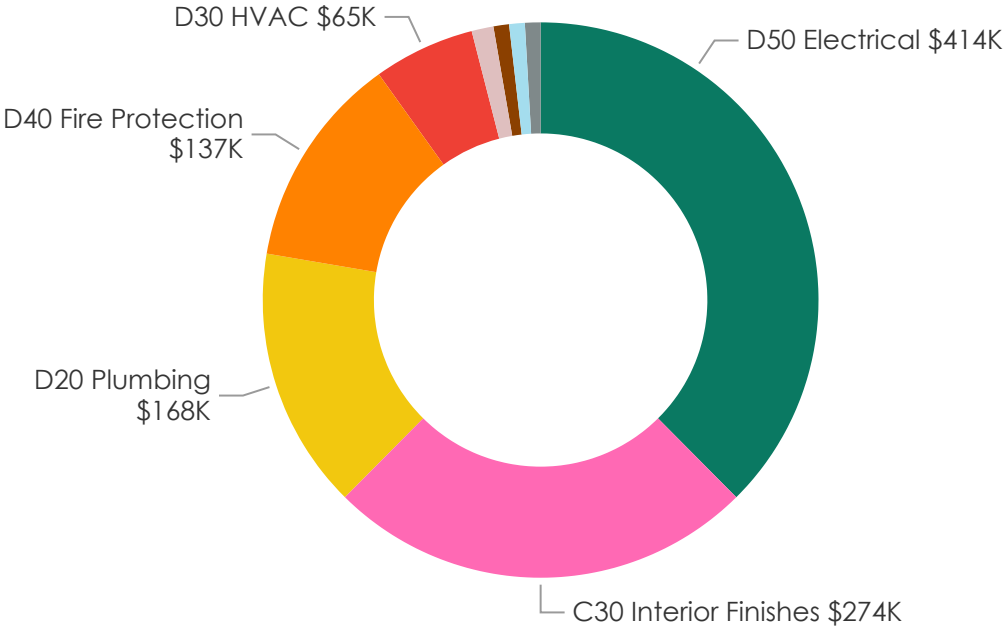
Pages 7 to 15 show a graphic representation of the ODs by Site, broken out to Uniformat Level 2 Systems. These graphics can be viewed in greater detail in the Microsoft BI Dashboard that accompanies this report.



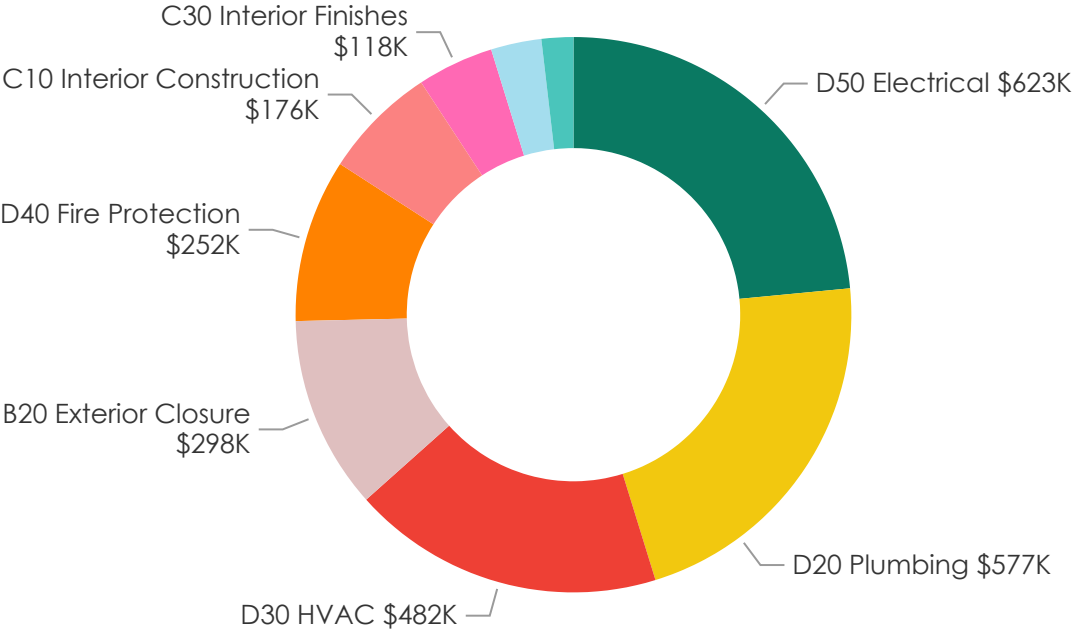
City Hall / Station 41



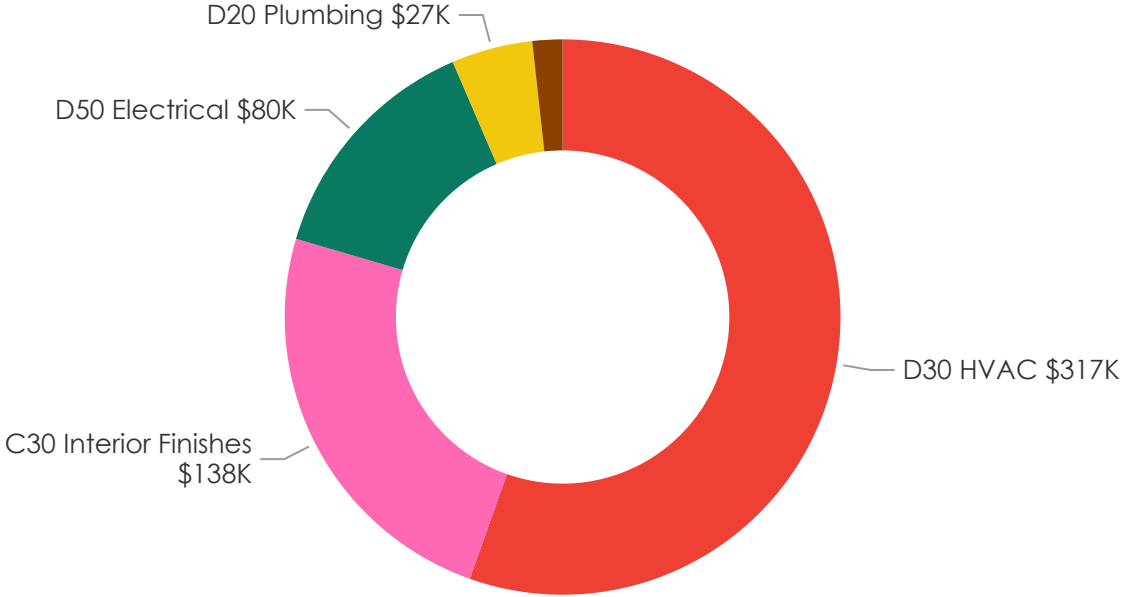
City Hall Annex



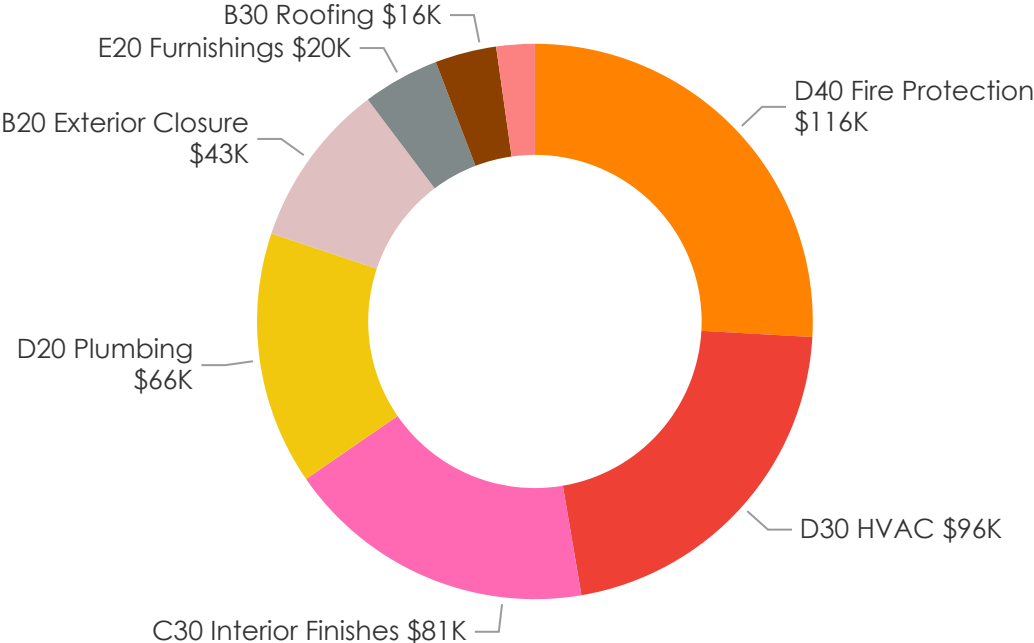
Community Center



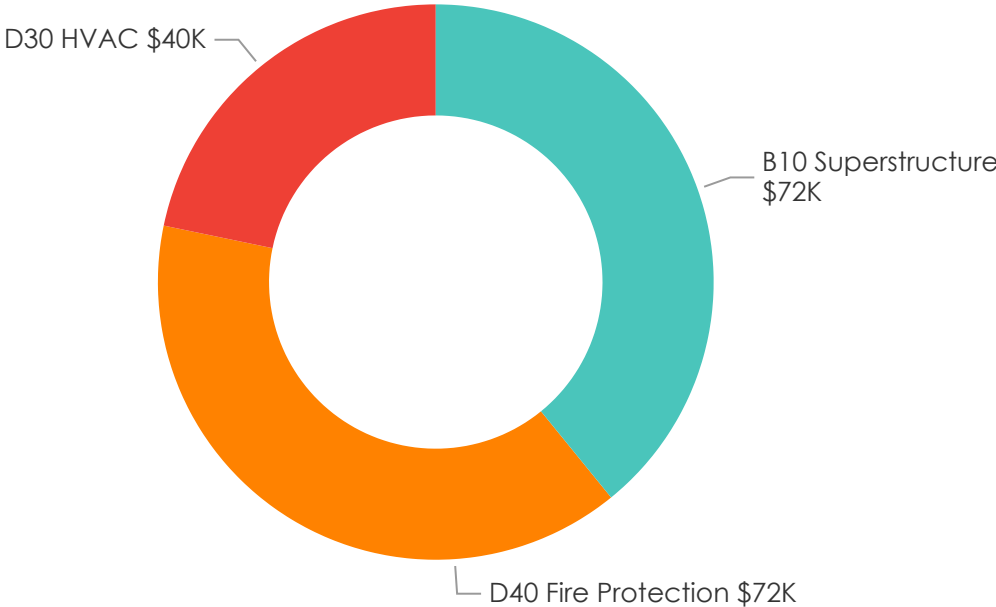
Fire Station 42



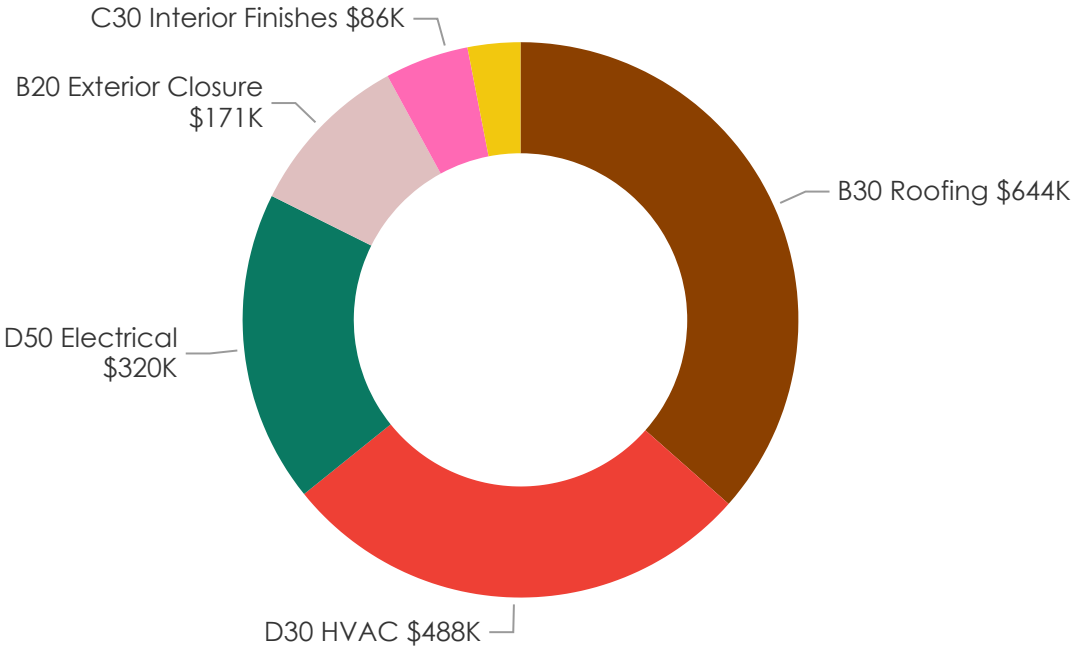
Fire Station 43



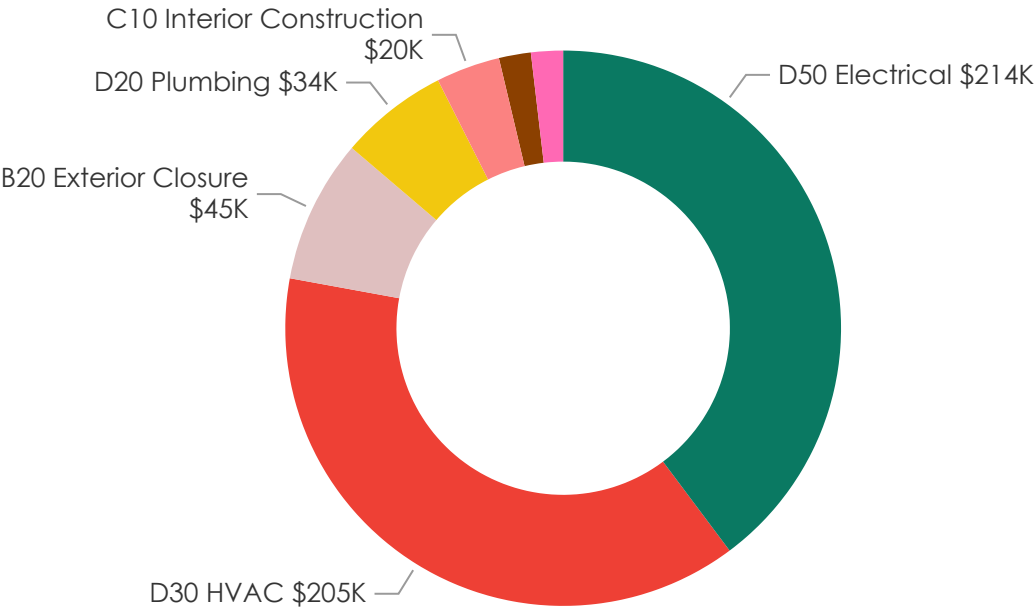
Lackamas Lake Lodge



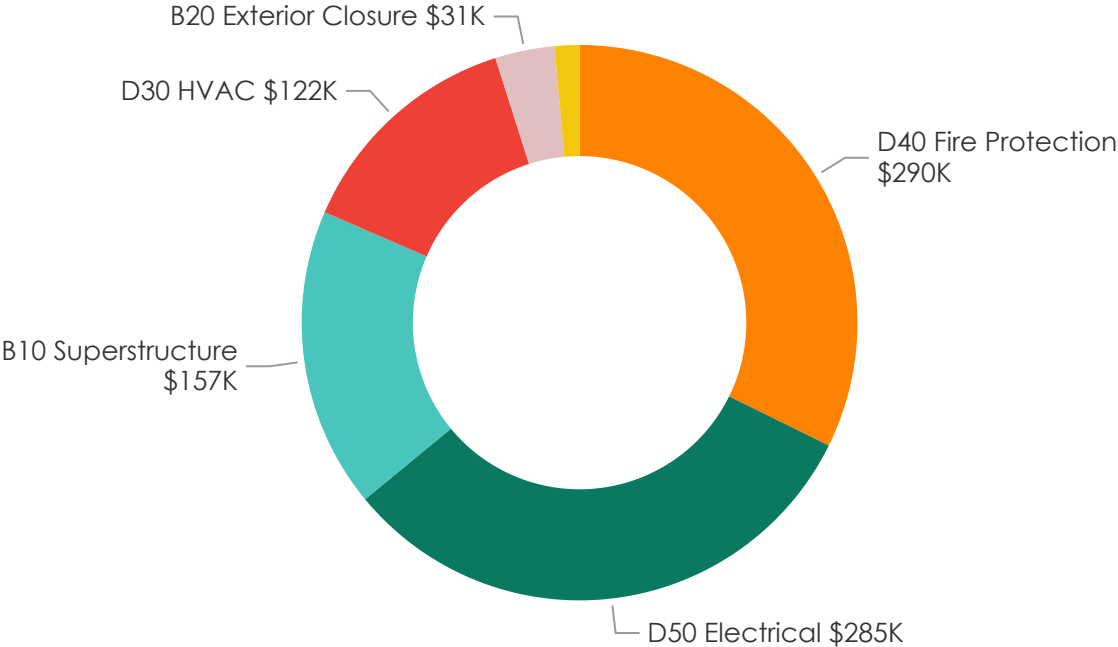
Library



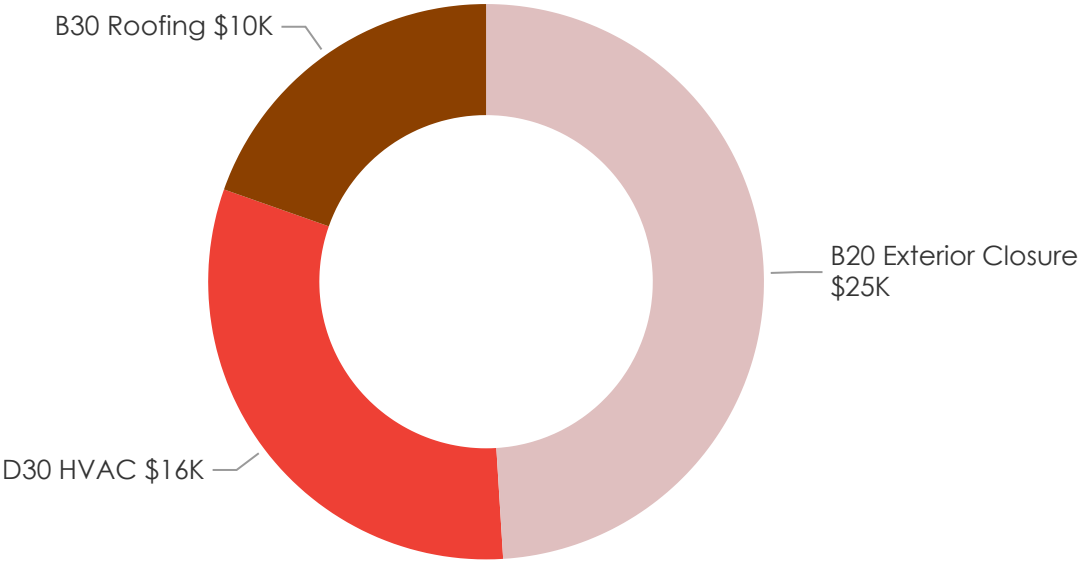
Police Station



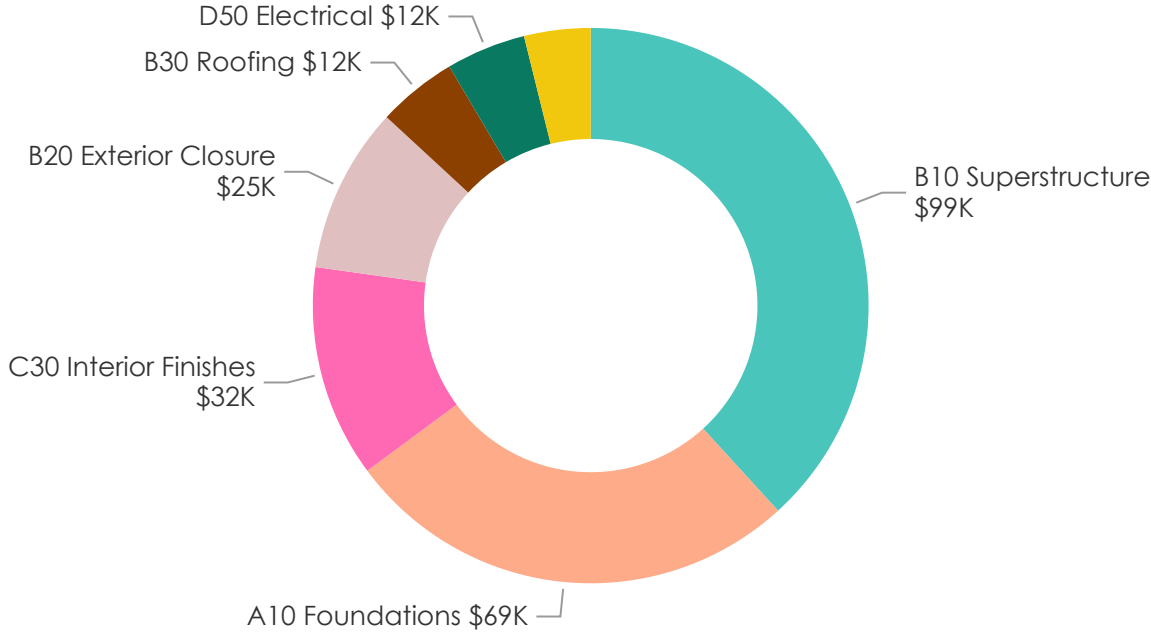
Public Works Operations Center



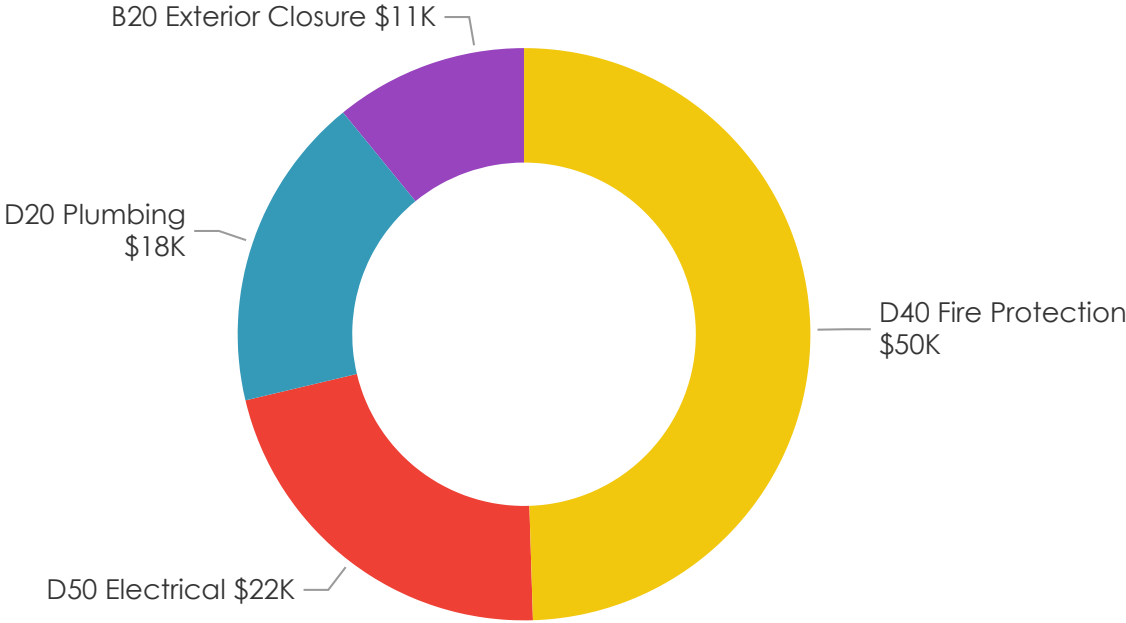
Public Works Operations Center Mobile Office



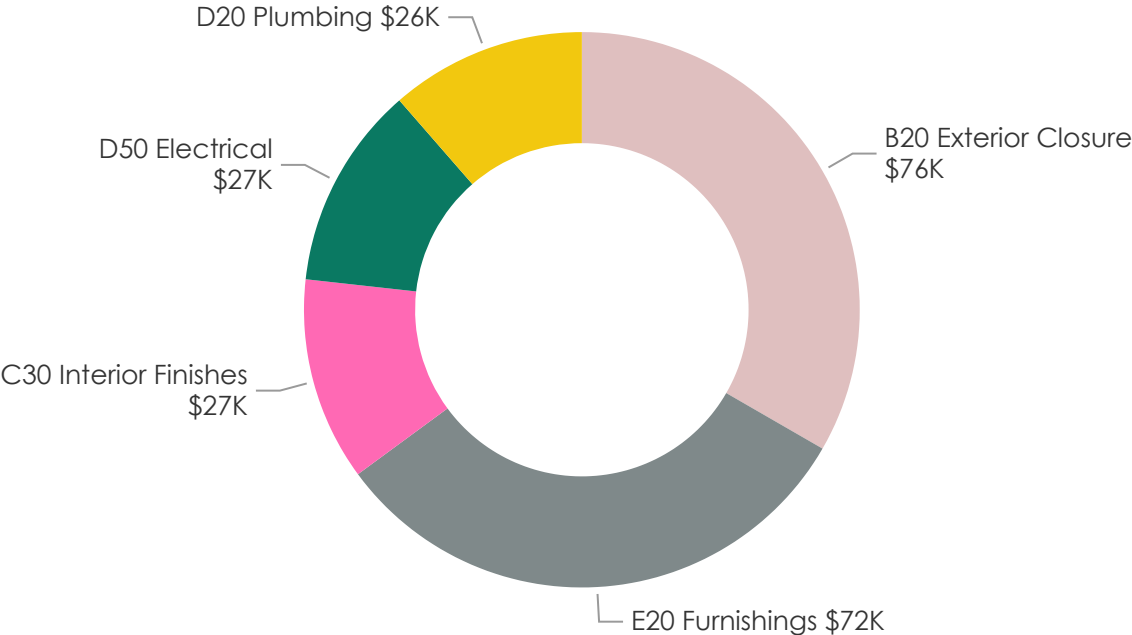
Scout Hall



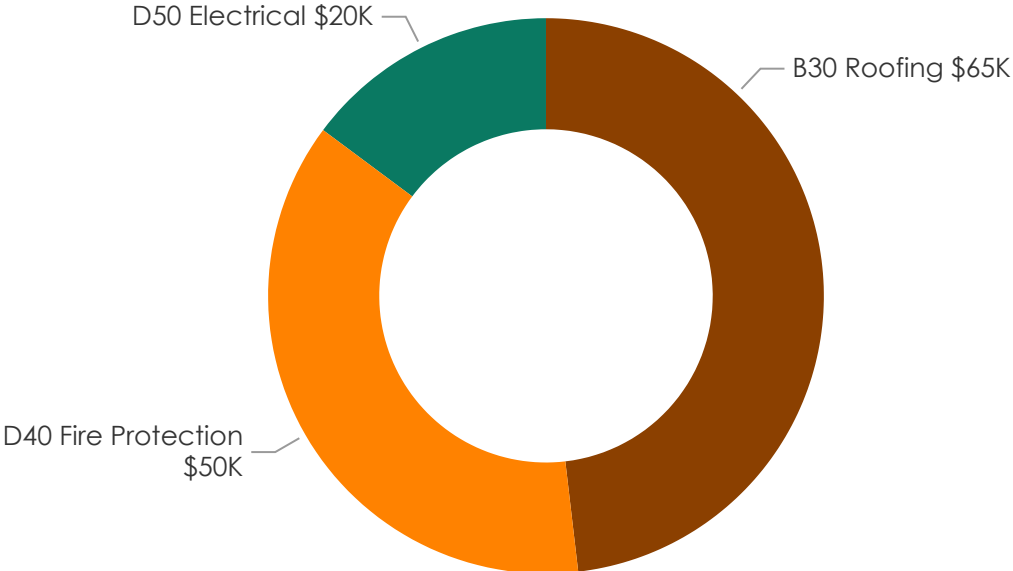
Wastewater Treatment Plant Bio-solids Dryer Building



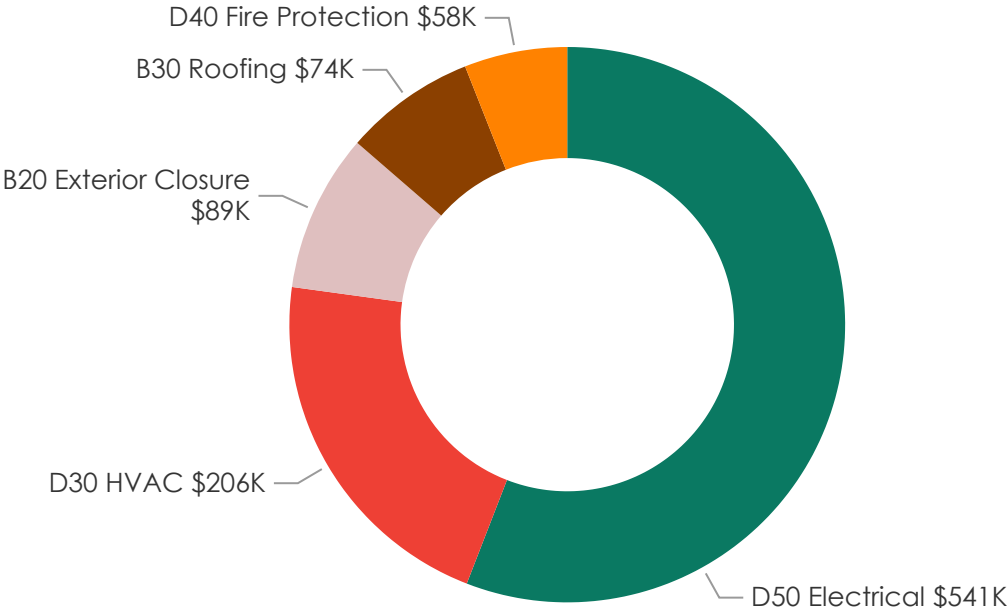
Wastewater Treatment Plant Control Building



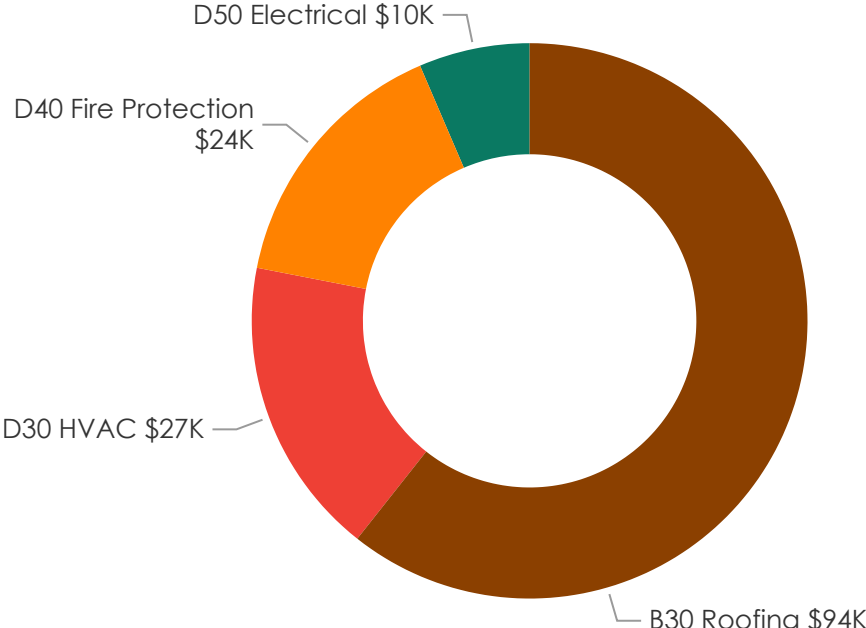
Wastewater Treatment Plant Digester Building



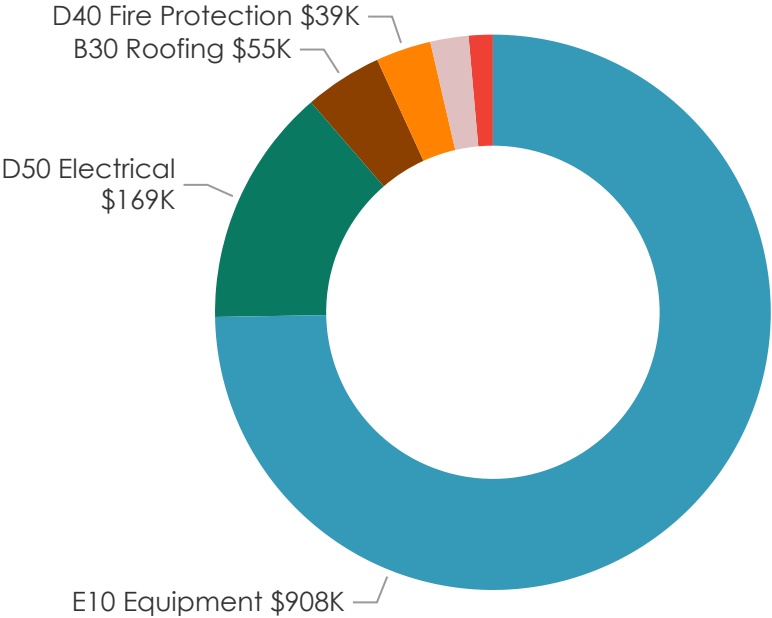
Wastewater Treatment Plant Equipment Building



Wastewater Treatment Plant Main Office



Wastewater Treatment Plant UV Building

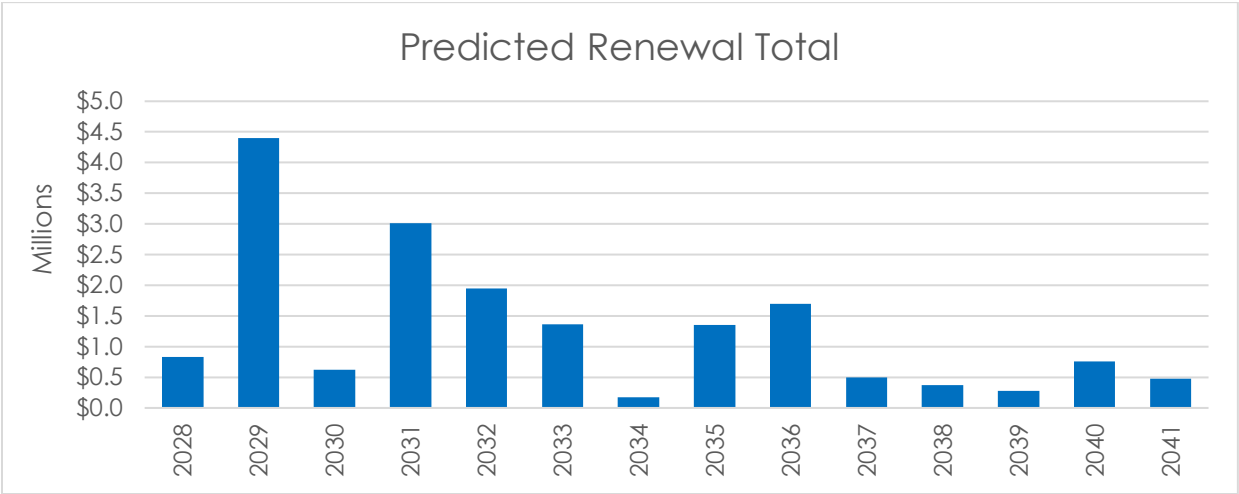


Predicted Renewals

Predicted Renewals (PRs) are modeled for the years 2028 – 2041, based on the system type, age, current condition, expected useful life, and anticipated replacement cost. These costs are based on predictive models, and therefore should be used as high-level long-term planning tool. Some systems may fail sooner or last longer than the model predicts based on maintenance practices, intensity of use, or extreme weather events.

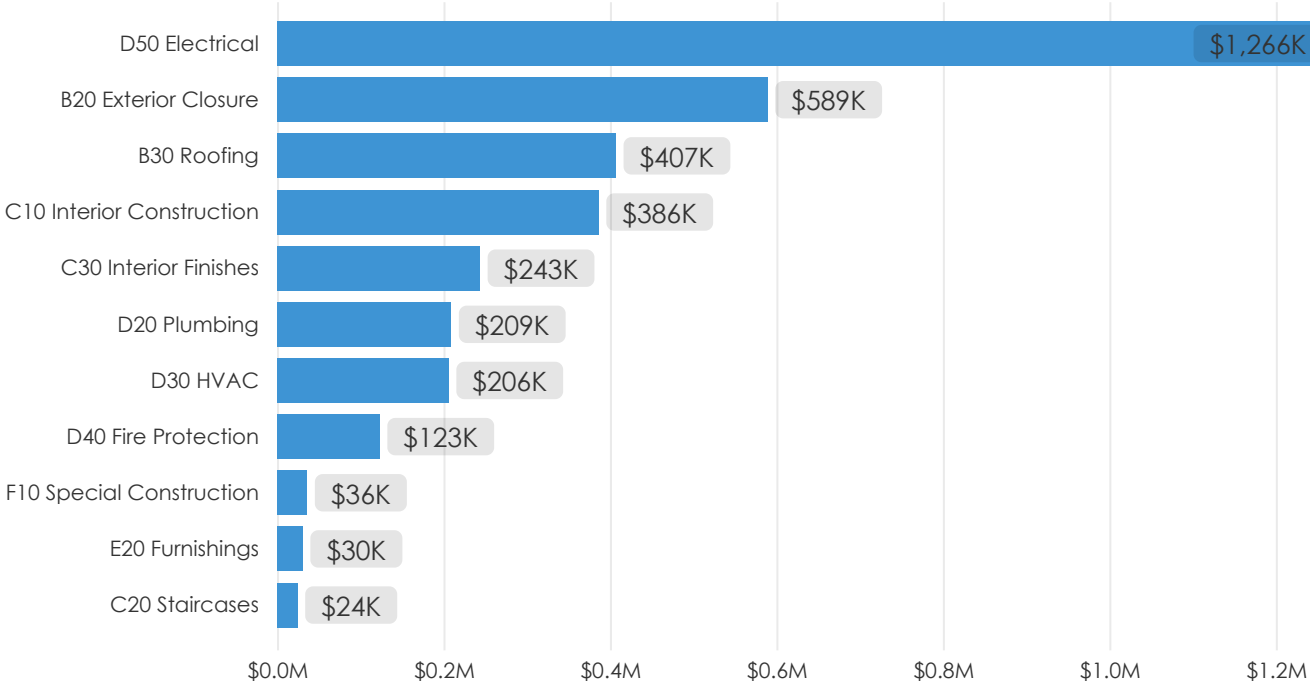
For the time period of 2028 – 2041, the estimated PR cost is approximately \$18M. The highest cost year is expected to be 2029 at just under \$4.5M. The detailed PR table included in the Appendix shows these PRs broken out by facility, subsystem, and year.

Figure 2. Predicted Renewal Totals by Year

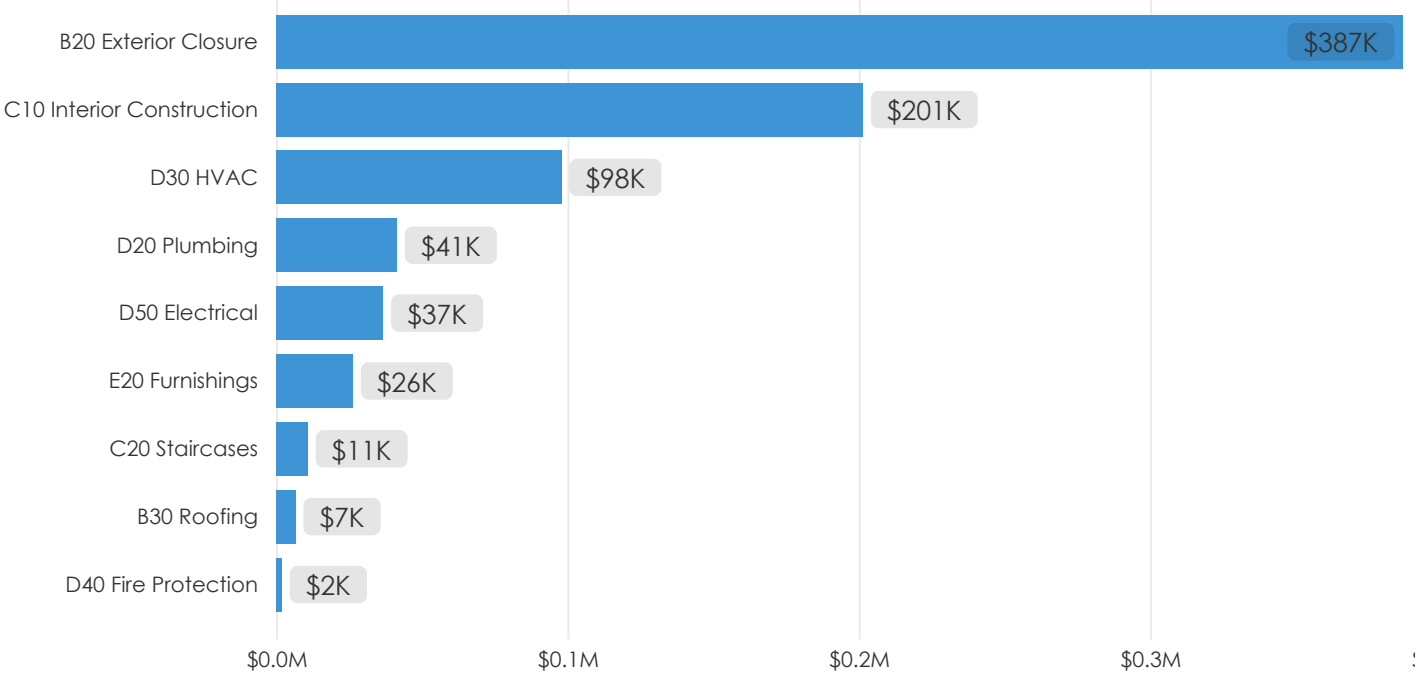


Pages 17 to 25 show a graphic representation of the total predicted renewals by site, broken out by Unifomat Level 2 categories.

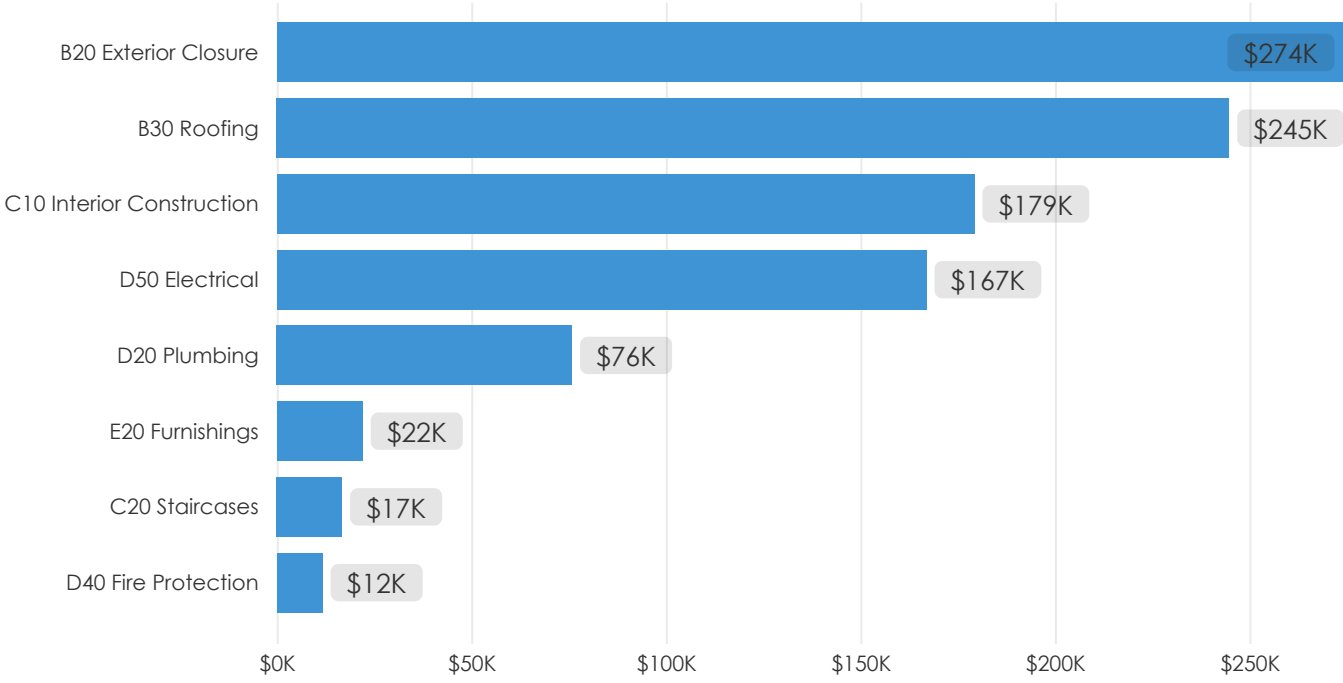
City Hall / Station 41



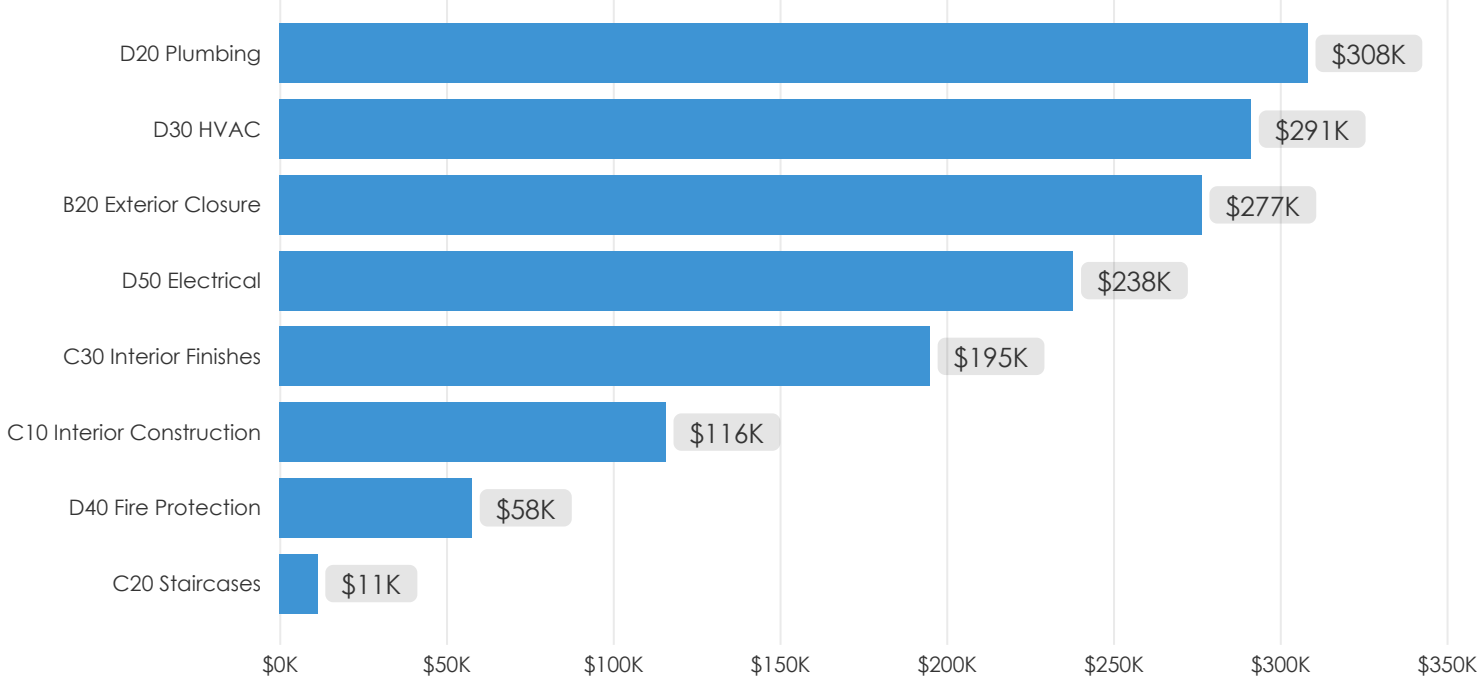
City Hall Annex



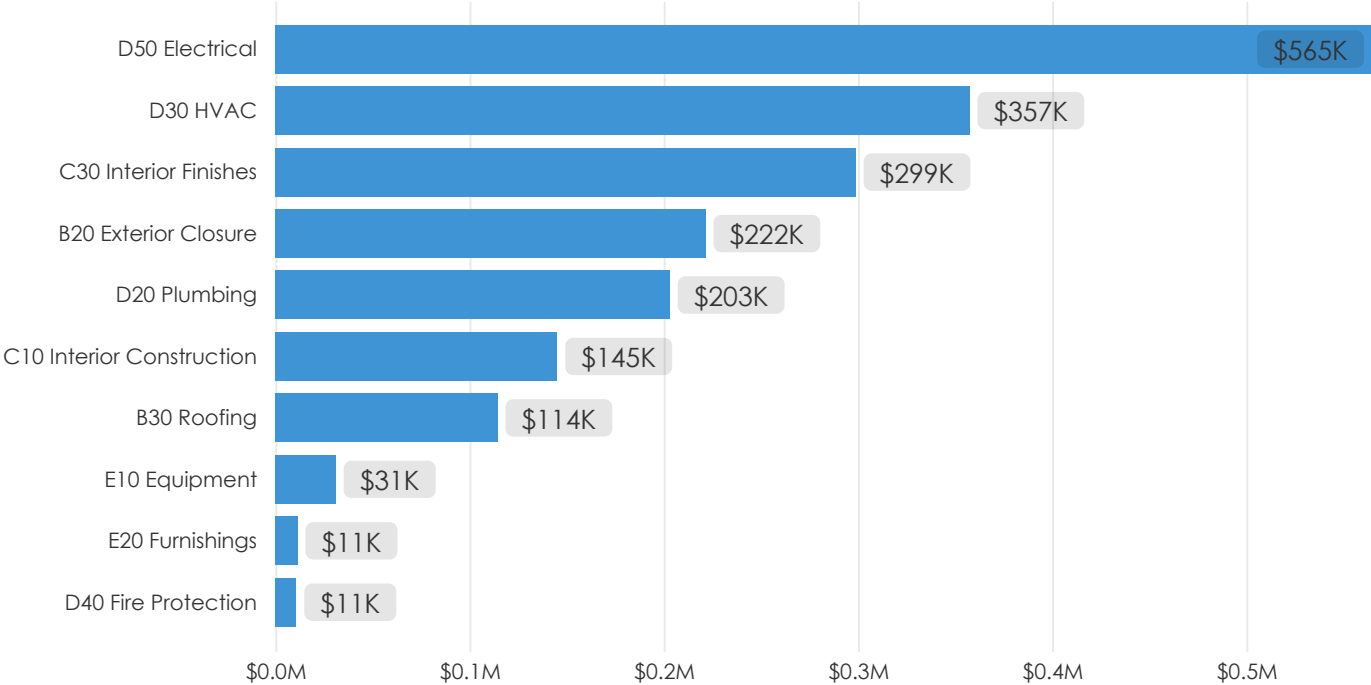
Community Center



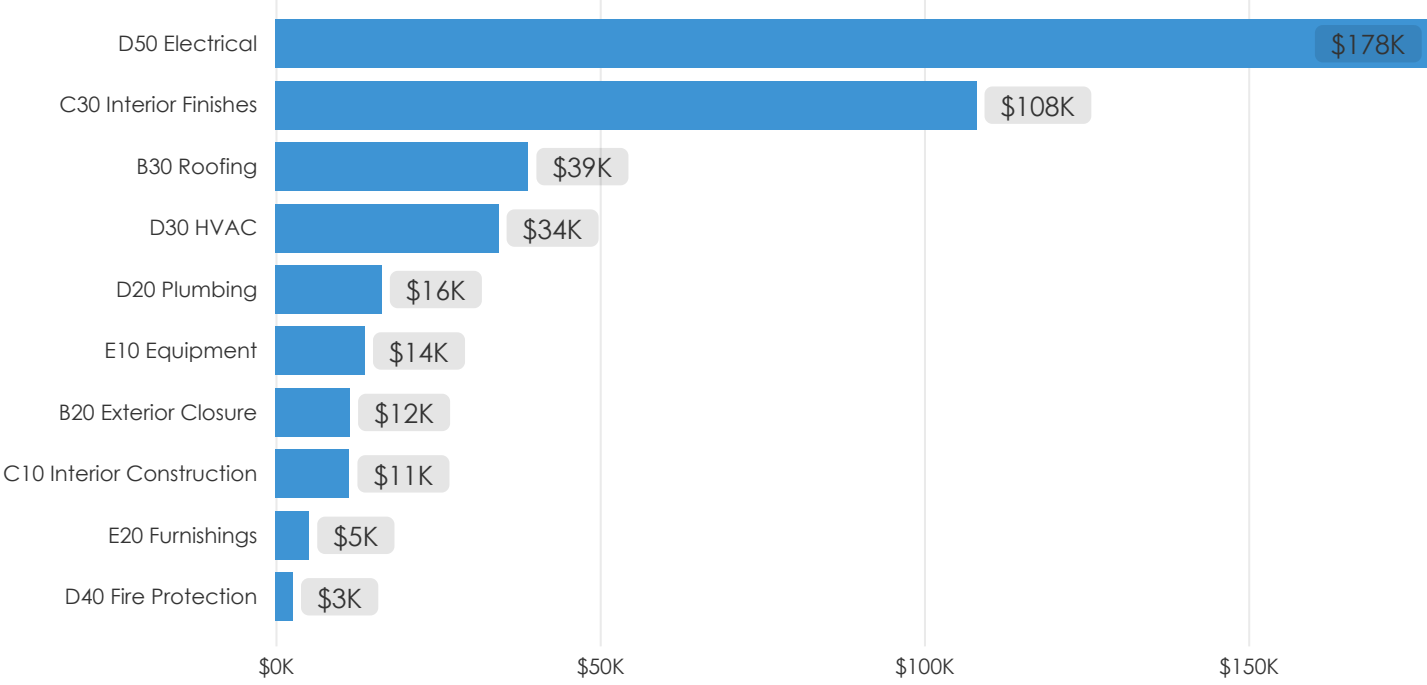
Fire Station 42



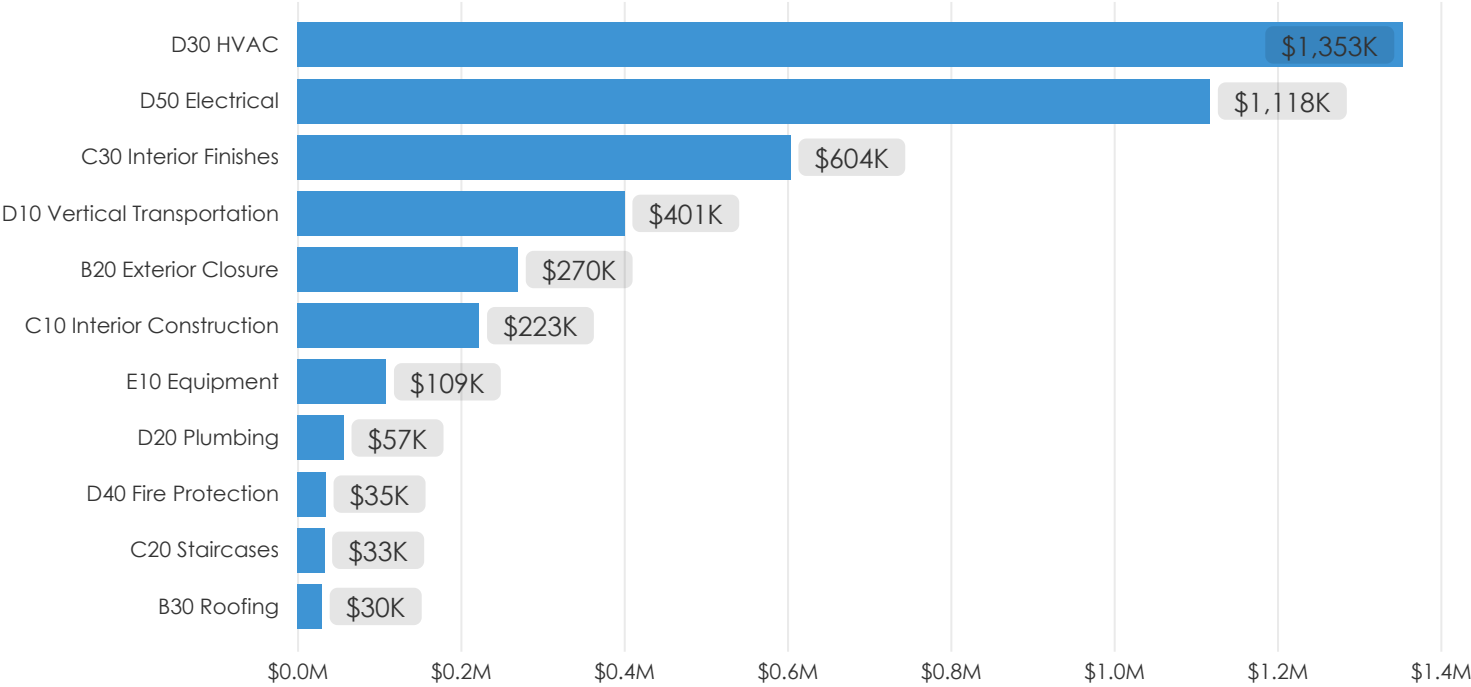
Fire Station 43



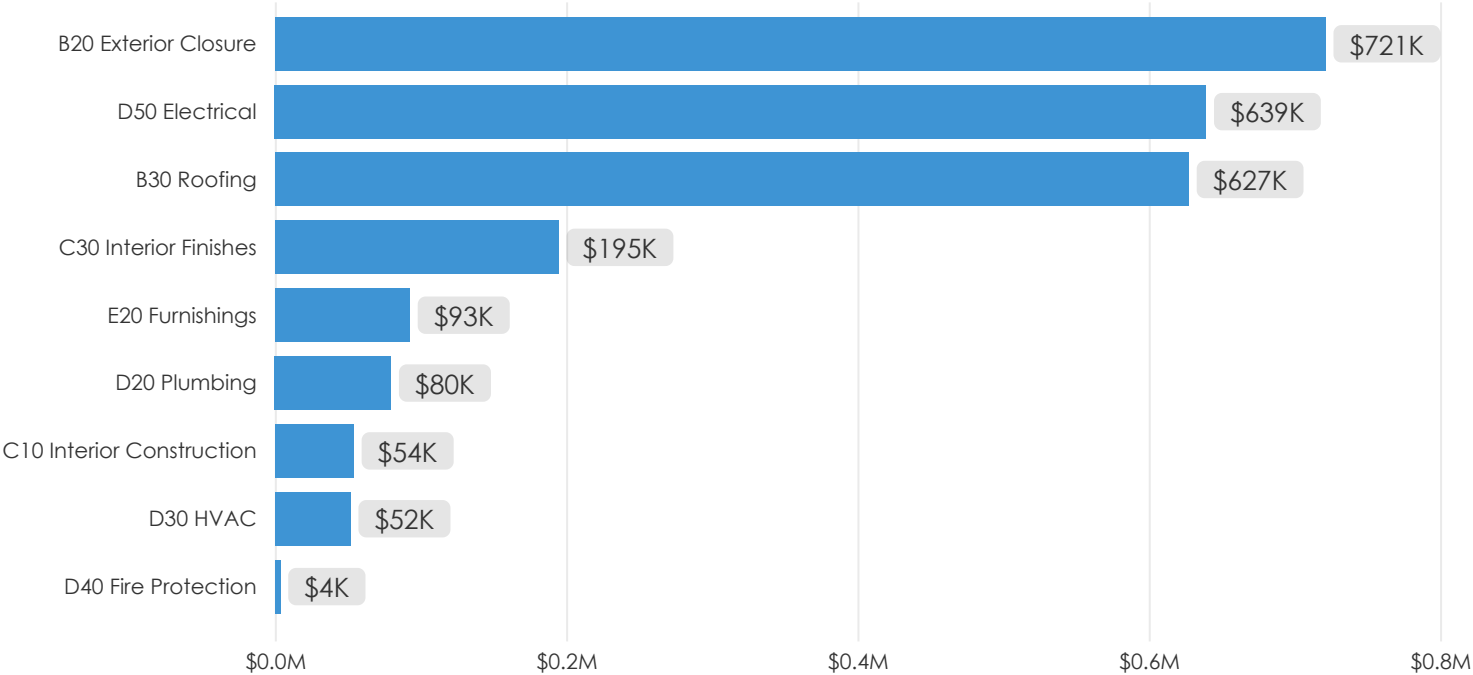
Lackamas Lake Lodge



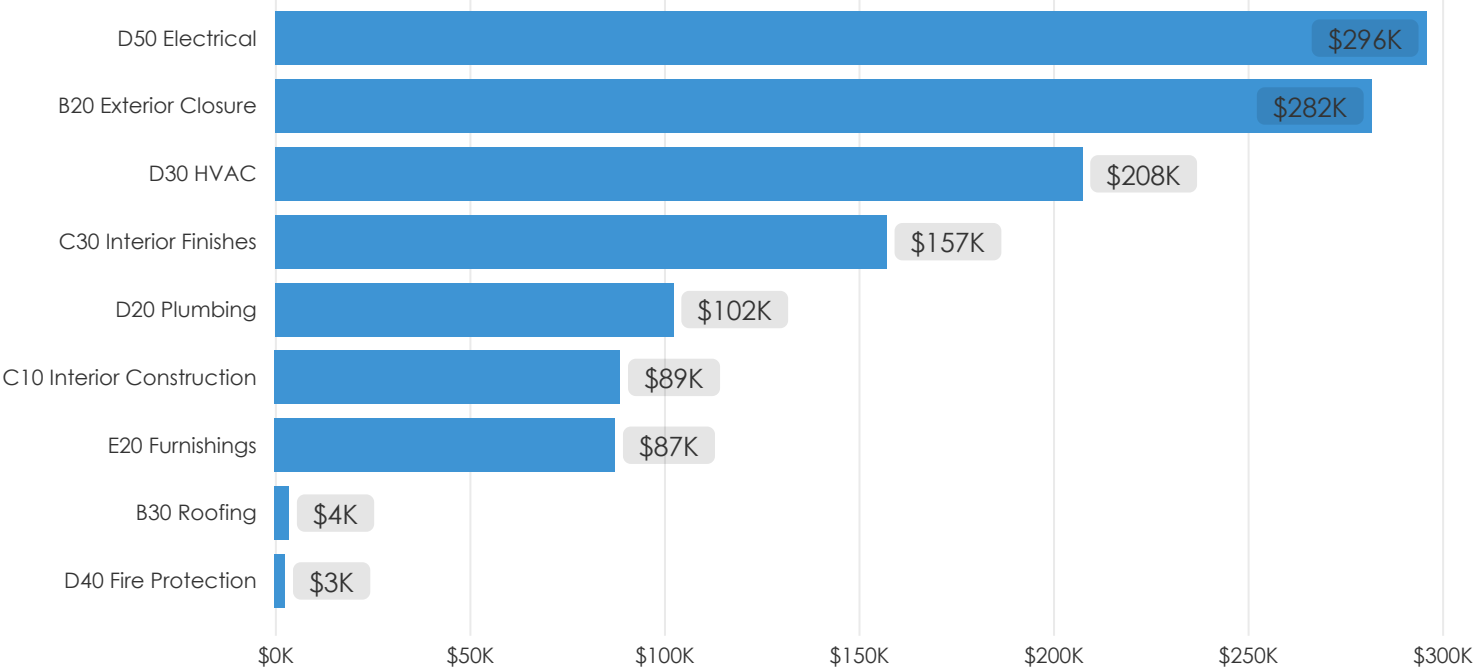
Library



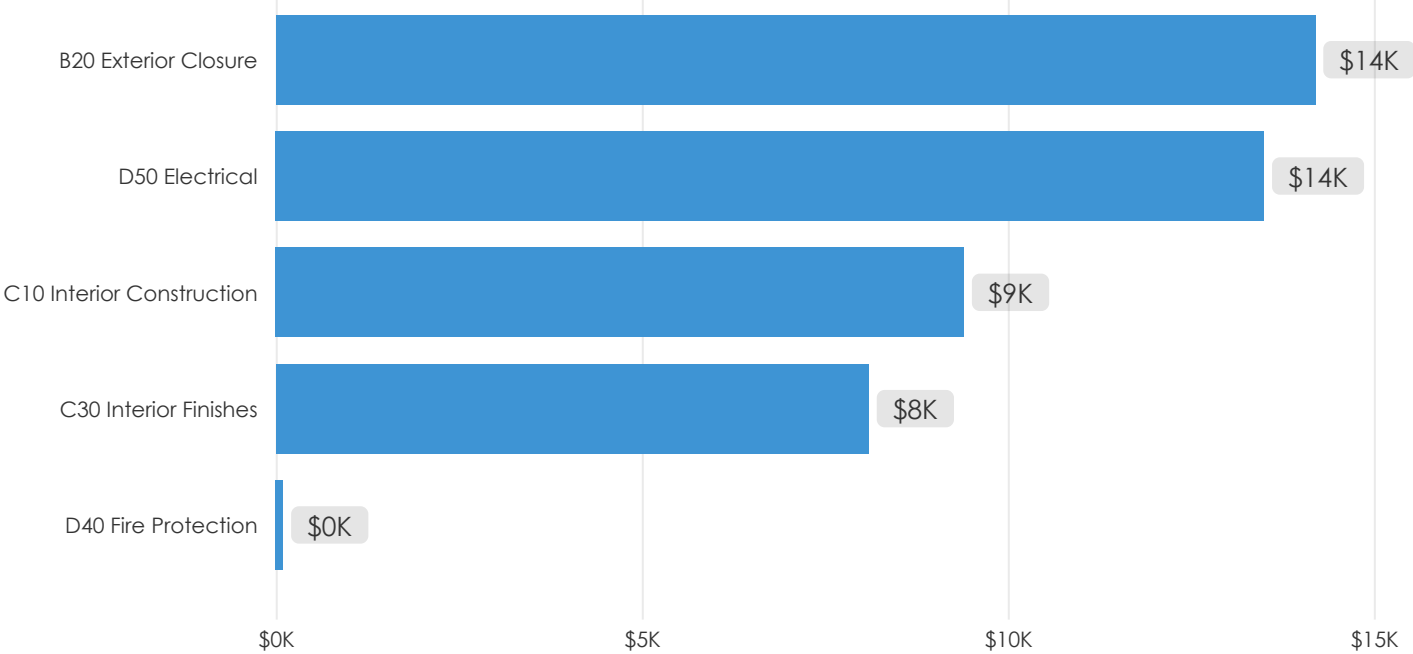
Police Station



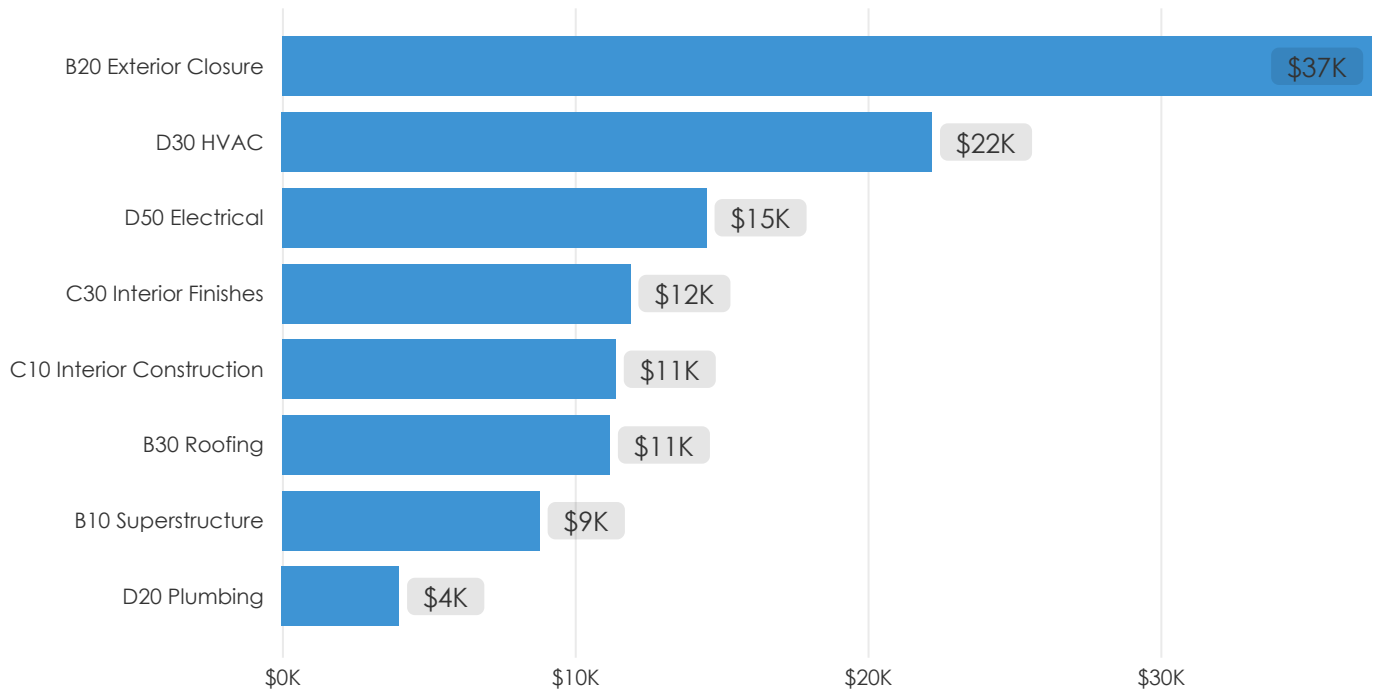
Public Works Operations Center



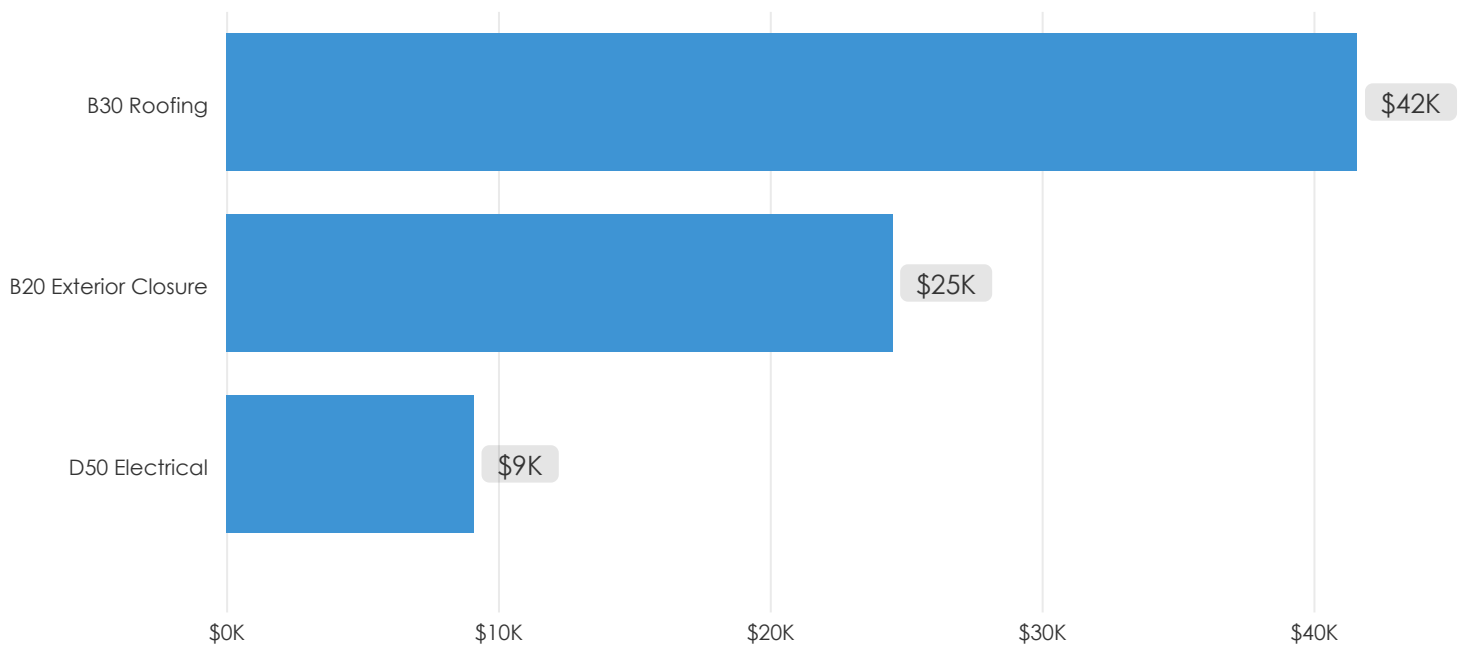
Public Works Operations Center Mobile Office



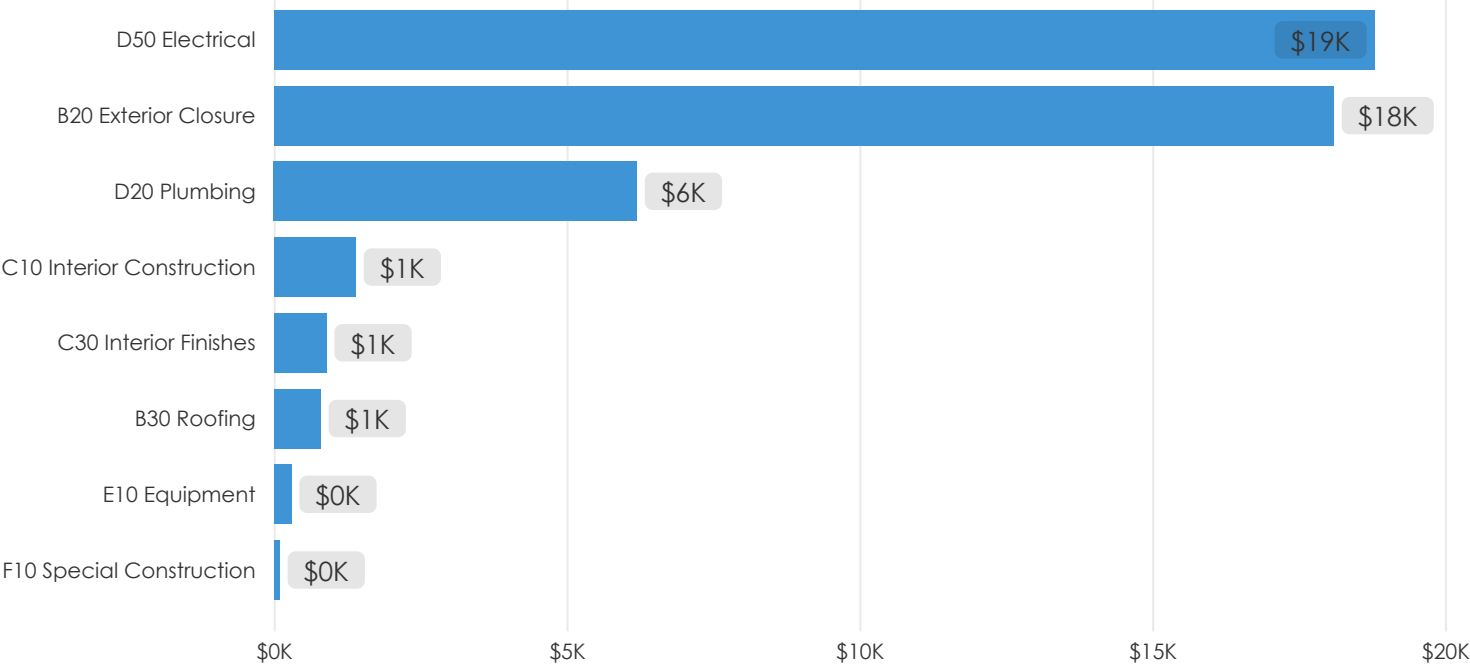
Scout Hall



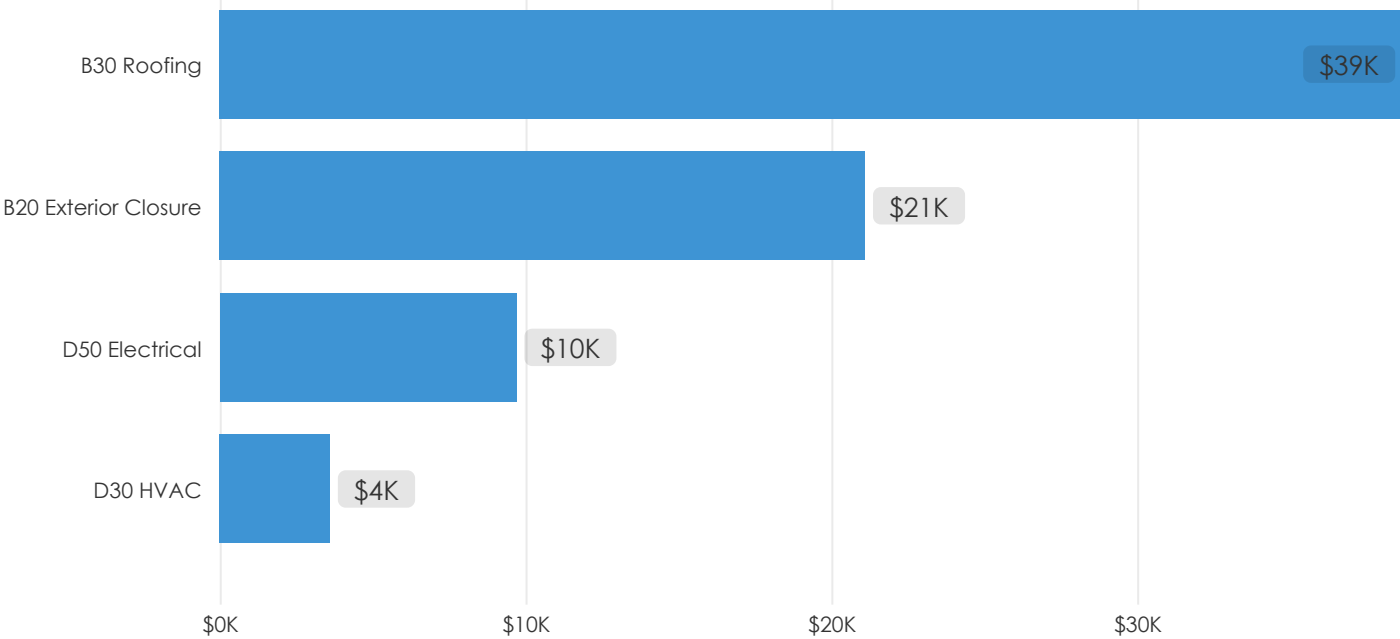
Wastewater Treatment Plant Bio-solids Dryer Building



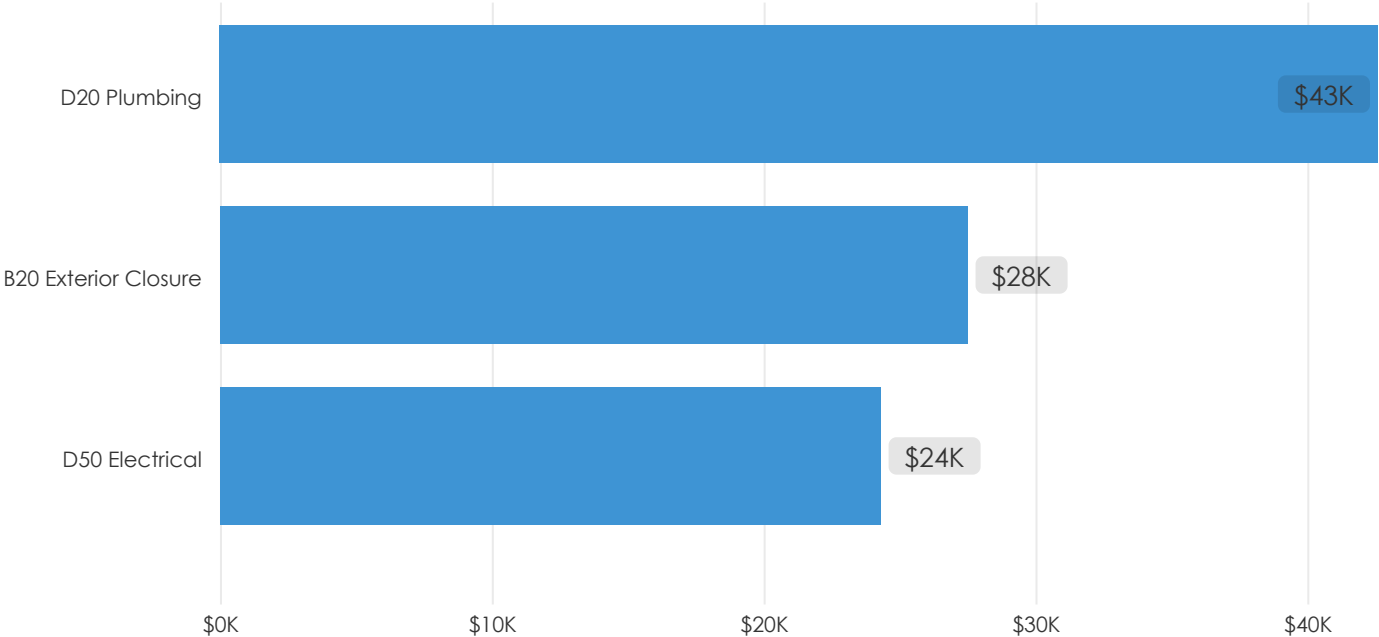
Wastewater Treatment Plant Control Building



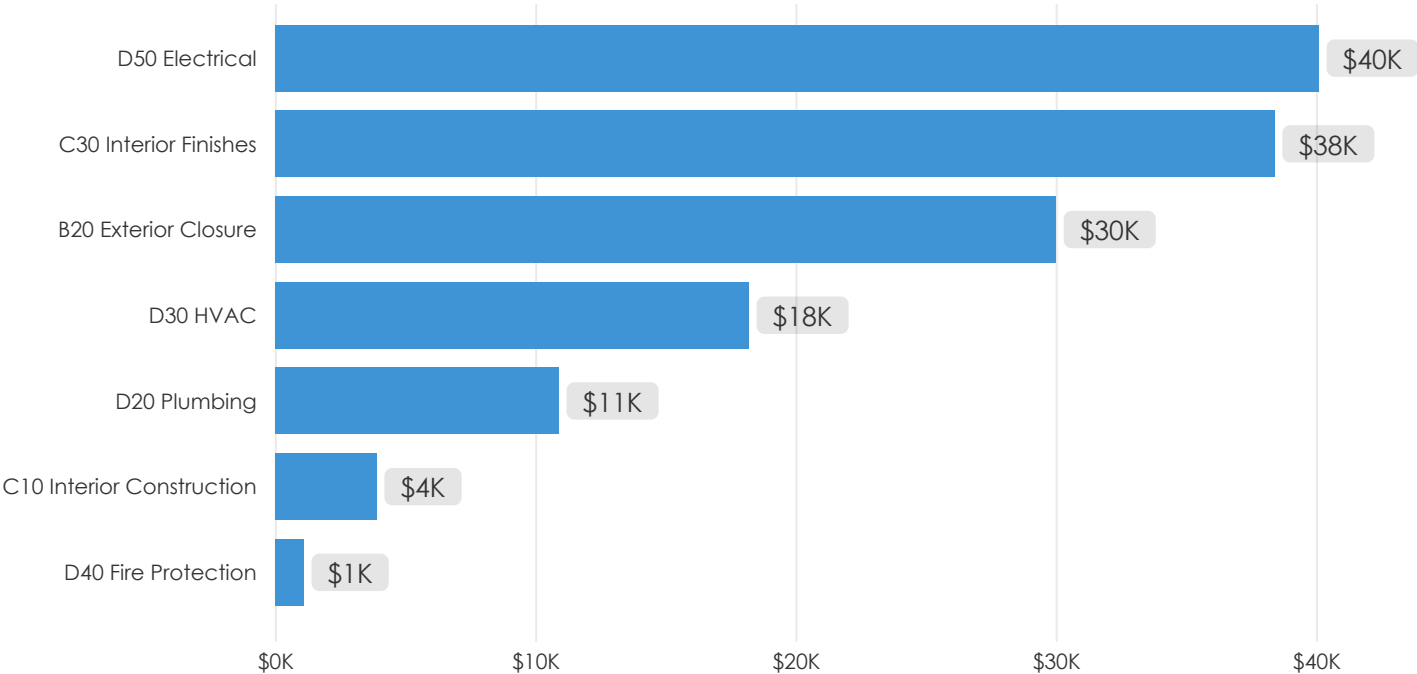
Wastewater Treatment Plant Digester Building



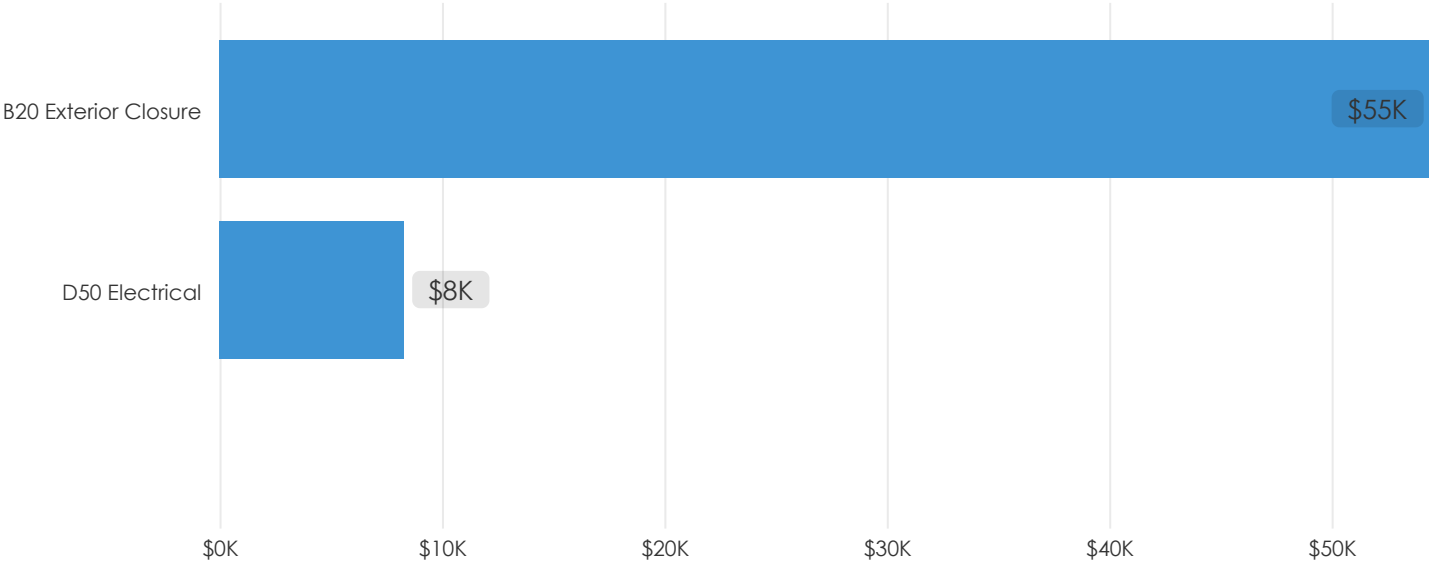
Wastewater Treatment Plant Equipment Building



Wastewater Treatment Plant Main Office



Wastewater Treatment Plant UV Building



PUBLIC POOL DISCUSSION City Council Workshop

July 18, 2022



Presented by: Trang K. Lam, Parks & Recreation Director

Agenda

- 2018 history
- New project evaluation criteria
- Discussion
- Council feedback and direction

2018 Pool Assessment & Discussion

The information on the following several slides are from discussions with Project Advisory Committee, Parks & Recreation Commission and City Council in 2018.



Image of pool facility in early 1950's

2017 Inspections

WTI evaluation: Out of a score of 1 to 100, with 100 being in excellent condition, the pool facility was rated at 26.88. At the time, the recommended repairs/replacements equaled the cost of new construction.

Clark County Public Health: Site inspection resulted in – *“To ensure the safety of the public and to be in compliance with Washington Administrative Code (WAC) 246-260, the following updates are required to be completed before opening for the 2018 swim season.”*

Item 7.



Aquatic Evaluation Report

Crown Park Pool Study
Camas, Washington

April 11, 2017

Prepared For:
City of Camas
616 NE 4th Avenue
Camas, WA 98607

Prepared By:
Water Technology, Inc. (WTI)
100 Park Avenue, PO Box 614
Beaver Dam, WI 53916
www.wtiworld.com

In Conjunction With:
Green Works
24 NW 2nd Avenue, Suite 100
Portland, OR 97209

NING, DESIGN AND ENGINEERING



CLARK COUNTY WASHINGTON
PUBLIC HEALTH

clark.wa.gov

1401 E Fourth Plain Blvd, Bldg 17
PO Box 9825
Vancouver, WA 98666-9825
360.397.8000

November 9, 2017

Facility Name: Camas Municipal Pool
Address: 120 NE 17th Ave Camas, WA 98607
Type: General use swimming pool/wading pool

Reopening Swim Season 2018

The following information is based on a site inspection conducted on November 7, 2017 to evaluate the current condition of the Camas Municipal Pool. To ensure the safety of the public and to be in compliance with Washington Administrative Code (WAC) 246-260, the following updates are required to be completed before opening for the 2018 swim season. Prior to starting the work, a [remodel inquiry form](#) must be submitted to Clark County Public Health.

Barriers

1. The existing fence mesh surrounding the main pool is in poor condition and is in need of replacement. The mesh is rusted and has become detached causing holes in the fencing and sharp points sticking out. When replacing the mesh, fence mesh must be less than ¼ inch to meet WAC 246-260-031(4).

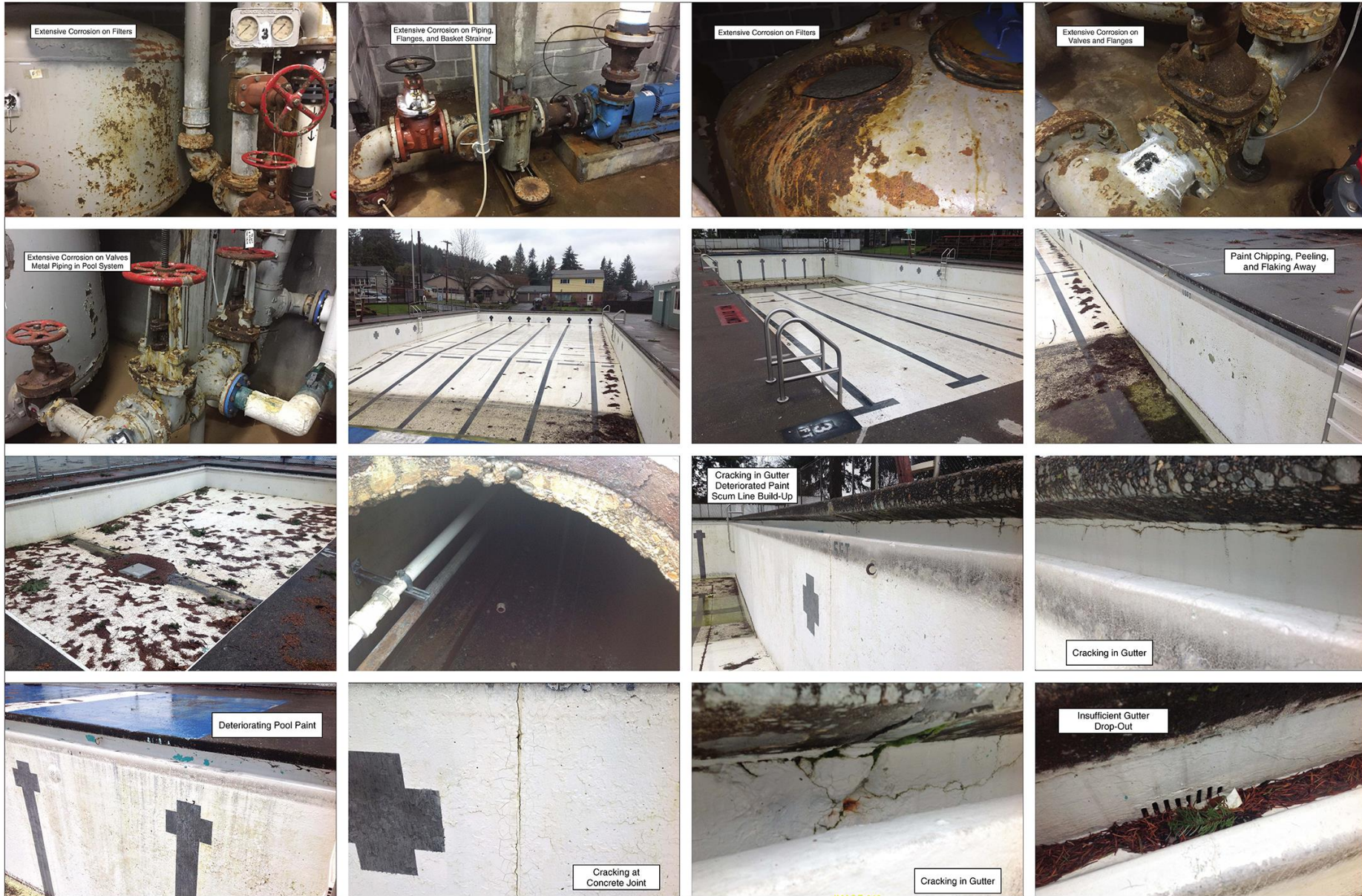


Filters



2. The filter media needs to be replaced. At the time of replacement the condition of the filters should be evaluated by a licensed professional due to severe corrosion.
3. The filter must have a rate of flow indicator and gauge(s) for monitoring backpressure on filter.

Images of 2017 facility conditions



Crown Park Pool Facility – Cost Recovery

	2011	2012	2013	2014**	2015	2016	2017
Total Revenue	\$ 52,912	\$ 68,789	\$ 74,242	\$ 25,309	\$ 83,861	\$ 104,010*	\$ 85,378
						* Includes donation	
Total Expenditures	\$ 88,721	\$ 117,086	\$ 101,646	\$ 32,578	\$ 193,855	\$ 160,013	\$ 175,263
General Fund Subsidy	\$ (35,809)	\$ (48,297)	\$ (27,404)	\$ (7,269)	\$ (109,994)	\$ (56,003)	\$ (89,885)
				** Ran by outside contractor			
TOTAL COST RECOVERY	60%	59%	73%	78%	43%	65%	49%

2018 Proposed Options

1 RENOVATION OF EXISTING POOL



BATH HOUSE RENOVATIONS INCLUDE:

- RESTROOMS
- DRESSING ROOMS
- SHOWER AREAS
- INTERIOR FINISHES
- CASEWORK
- TACTILE FLOORING
- ADDRESSING ADA ACCESSIBILITY ISSUES

POOL RENOVATIONS INCLUDE:

- REPAINT POOL SURFACING
- SEPARATE MECHANICAL SYSTEM FOR WADING POOL
- REPLACE VALVES AND PIPING
- REPLACE SAND FILTERS
- CONSTRUCT SURGE TANKS
- REPLACE POOL GUTTERS
- REPLACE POOL RETURN FITTINGS
- REPLACE POOL PAINT FINISH

- INSTALL UV SANITATION SYSTEMS
- INSTALL CHEMICAL BALANCE SYSTEM

BATH HOUSE RENOVATION

\$615,000

POOL AREA RENOVATION MIN.
\$1,090,000-\$1,540,000

TOTAL RENOVATION COSTS
\$1,690,000-\$2,190,000

2 OUTDOOR FAMILY LEISURE POOL



NEW BATH HOUSE TO INCLUDE:

- EXPANDED FOOTPRINT FOR CAPACITY
- ADA ACCESSIBILITY

NEW POOL TO INCLUDE:

- EXPANDED FOOTPRINT
- MODERNIZED MECHANICAL EQUIPMENT
- EXPANDED PROGRAM
- ZERO DEPTH ENTRY
- INTERACTIVE WATER PLAY
- LAP LANES

NEW BATH HOUSE

\$720,000

NEW POOL AREA
\$1,150,000-\$1,500,000

TOTAL REPLACEMENT COSTS
\$1,870,000-\$2,220,000

3 LARGE INTERACTIVE WATER FEATURE

Item 7.



WATER FEATURE INCLUDE:

- WATER JETS
- MECHANICAL EQUIPMENT
- LIGHTING
- DECORATIVE CONCRETE

WATER FEATURE EQUIPMENT

\$200,000-\$300,000

EARTHWORK, DECORATIVE PAVING AND UTILITIES
\$100,000-\$200,000

TOTAL REPLACEMENT COSTS
\$300,000-\$500,000

4 SMALL INTERACTIVE WATER PLAY



SPLASHPAD FEATURES INCLUDE:

- INTERACTIVE WATER PLAY TOYS
- DECORATIVE CONCRETE
- MECHANICAL EQUIPMENT

SPRAY TOYS AND WATER PLAY

\$30,000-\$50,000

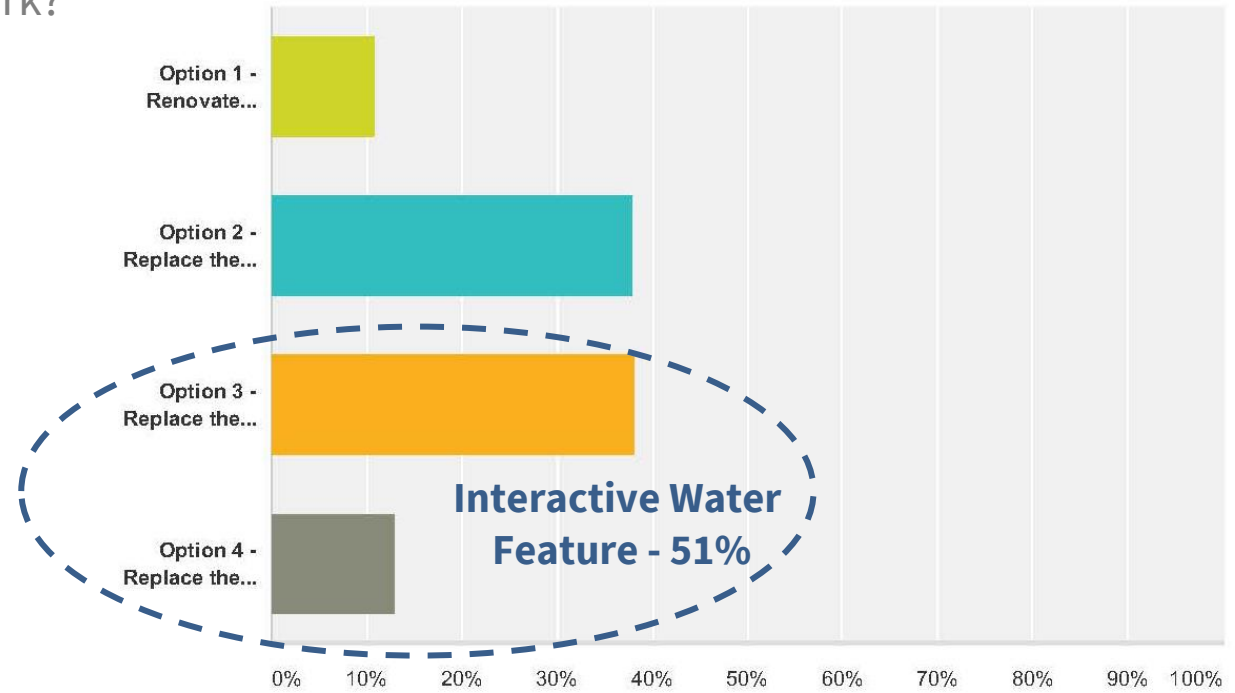
EARTHWORK, HARDSCAPE AND UTILITIES
\$30,000-\$50,000

TOTAL REPLACEMENT COSTS
\$60,000-\$100,000

2018 Community Survey

Item 7.

Aquatics in Camas: If the City were to build a new, year-round indoor community center or aquatics facility that had a pool somewhere else in town (not at Crown Park), which of the following aquatic options would you prefer at Crown Park?



Answer Choices	Responses
Option 1 - Renovate Existing Pool	10.85% 155
Option 2 - Replace the Existing Pool with a New Outdoor Family Leisure Pool	38.07% 544
Option 3 - Replace the Existing Pool with a Large Interactive Water Feature	38.21% 546
Option 4 - Replace the Existing Pool with a Small Interactive Water Play.	12.88% 129
Total	1,429

Options presented to PAC & P&R Commission

- OPTION 1 – Leisure Pool

Some impacts to consider for a pool facility in Crown Park:

- Parking
- Traffic
- Impact on other park functions
- Rise in use

- OPTION 2 – Interactive Water Feature

Admission Type	Admission Numbers	Number in Party	Days/Times	Total
Daily	250	1	70	17,500
10 Visit	300	1	10	3,000
Season Pass				
Individual	454	1	22	9,988
Family	244	2.5	22	13,420
Leisure Pool anticipated attendance (not including swim lessons)				43,908
2017 Camas Pool attendance (not including swim lessons)				7,895

2018: PAC and Parks Commission Recommendations:

The PAC and Parks Commission recommends pursuing **Option 2** – which removes the aging pool in Crown Park and replaces it with an interactive water feature – with the caveat that the City continue actively pursuing (as a high priority) to fund and develop a year-round aquatic facility.



KEYNOTES		
① BENCHES, TYP.	⑥ COURTYARD	⑫ SCOUT HALL
② RESTROOMS	⑦ PLAYGROUND	⑬ OPEN LAWN
③ INTERACTIVE WATER FEATURE	⑧ 8' CONCRETE PATH	⑭ EXISTING MONUMENT SIGN
④ NEW PICNIC SHELTER	⑨ 12' CONCRETE PATH	⑮ PICNIC TABLES, TYP.
⑤ AMPHITHEATER SEATING	⑩ MULTI-SPORT COURT	⑯ EXISTING TENNIS COURTS
	⑪ EXISTING PICNIC SHELTER	



New Project Opportunities - Evaluation Criteria



Does this align with the PROS Plan?

Item 7.



Has anything changed since the development of the PROS Plan?

-Are there new data to support the change?



What are the opportunities & constraints?

(Improved performance and/or impacts if not funded)



How can we garner support from the community and council?

Does this align with the PROS Plan? **YES**

CHAPTER 9

Goals & OBJECTIVES



WELCOMING FOR ALL



STEWARDSHIP OF LAND, PARKS & PROGRAMS



PLAN FOR & FILL KNOWN SYSTEM GAPS



ORGANIZATIONAL EXCELLENCE

Item 7.

POLICY

Enhance our parks and recreation system to make it more welcoming and accessible.

- Develop Diversity/Equity/Inclusion policy that removes accessibility barriers (socio-economic, language, physical, geographic, transportation) to programs, parks and trails, and in alignment with City vision and policies.

Better understand funding gaps and funding alternatives.

- Develop and implement a cost recovery policy that provides for an equitable fee structure for park facilities and recreation programs, with high-community benefit programs and event funded appropriately to ensure accessibility for all residents.
- Periodically revise the park impact fee methodology and rates to accurately reflect changes in level of service standards and/or the costs of expanding the park infrastructure to accommodate population growth.
- Review and update the adopted six-year Parks Capital Facilities Plan (CFP) every two years to remain current with local recreational interests and account for the capital needs of the parks and recreation system.
- Pursue alternative funding options and dedicated revenues, including engaging and exploring with the City of Washougal a feasibility study to assess the potential of establishing a regional financing tool for recreation service.

Provide equitable access to parks and open space system.

- Prioritize park and trail development in areas where service gaps exist (e.g., where households are more than 1/2-mile from a developed park, open space or trail) and in areas of the City facing population growth and residential and commercial development.
- Evaluate and update design and development standards for parks and recreation amenities within private development to promote and achieve equitable levels of service and provide amenities that are complementary to the city park.

Expand recreational services.

- Re-examine the opportunity for new recreational center with aquatics facility, taking into consideration financial feasibility and partnership opportunities.

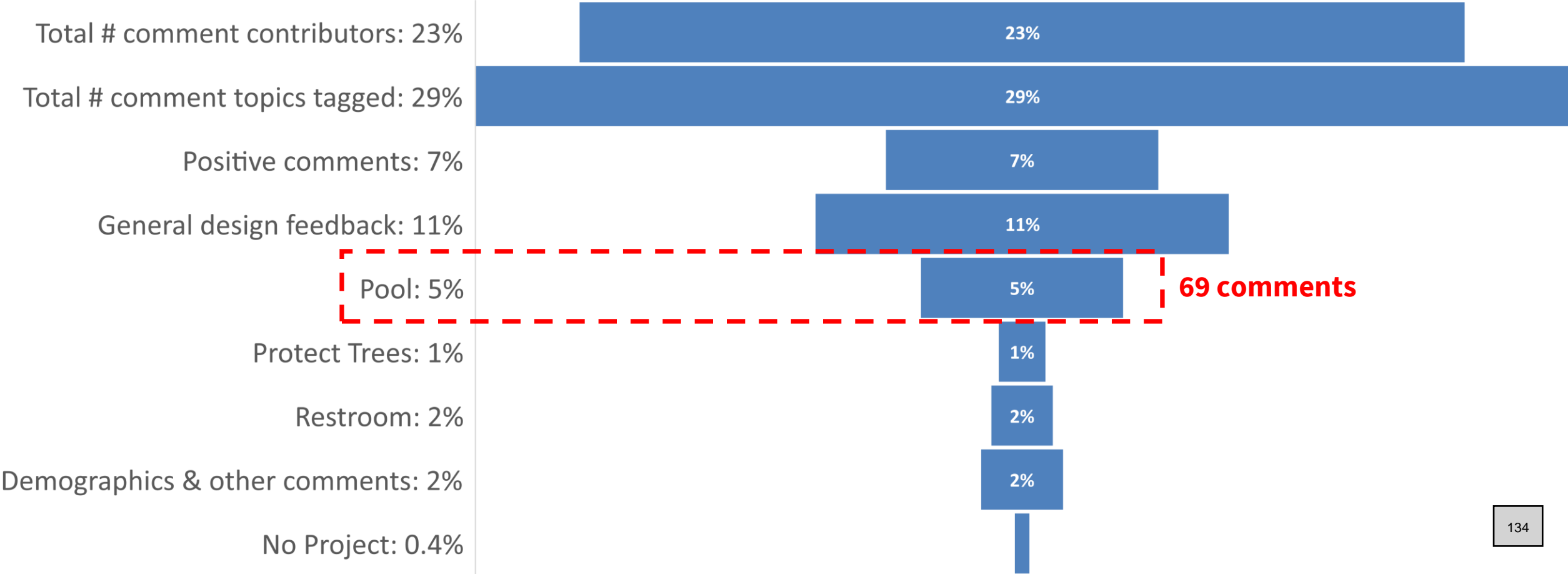
Coordinate collaborative discussions on policy matters.

- Bring together Parks and Recreation Commission, City Council, and other standing City boards, such as the Planning Commission, to discuss policy matters pertaining to recreational resources, opportunities and funding.

Are there new data?

May 2022 Crown Park 30% Design Survey

% of topics tagged in Written feedback
(Based on 1300 participants)



Nearest Pools for public use?

Item 7.

Pool facilities

- From Camas City Hall to:
- Gold's Gym (3.7 miles / 9 min.)
 - British Swim School of Touchmark health Club (7.2 miles / 16 min.)
 - Cascade Athletic Club (6.8 miles / 13 min.)
 - Firstenberg CC (8.8 miles / 18 min.)
 - Jim Parsley CC (13.7 miles / 21 min.)
 - Marshall Ctr (14.9 miles / 19 min.)
 - Clark County Family YMCA (12.4 miles / 17 min.)
 - East Portland CC (15.1 miles / 22 min.)

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New feature Present

- Camas City Hall
- Gold's Gym Camas
- British Swim School of Touchmark Health Club
- Cascade Athletic Club- Vancouver Wa
- Firstenberg Community Center
- Jim Parsley Community Center
- Luepke Senior Center and Marshall Center
- Clark County Family YMCA
- East Portland Community Center



What are the opportunities & constraints?

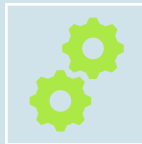
OPPORTUNITIES



Learn from other nearby facilities



Understand our market



Partnerships



City-Owned land available

CONSTRAINTS

Item 7.



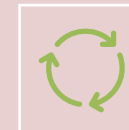
Department Resources - staffing & funding



Understand our market



Timing



On-going Operations & Maintenance

Facility research

KEY INSIGHTS:

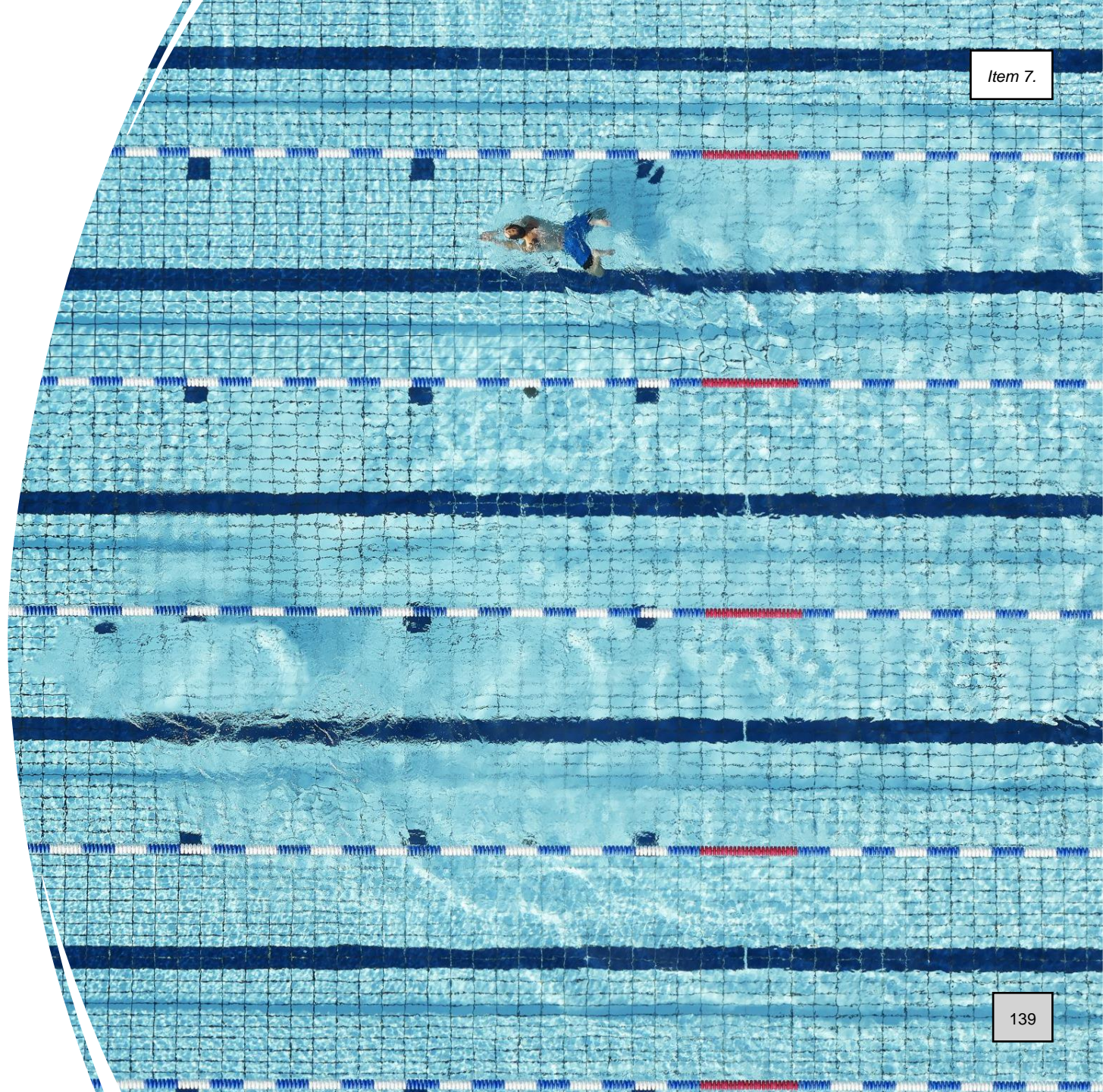
- Community pays for use
- On-going operations & maintenance funding required
- City subsidy required
- FULL-TIME STAFFING: 5X the current P&R level
- PART-TIME STAFFING: 10-15X the current P&R level

- Monthly Pass
 - Youth - \$30 - 35
 - Adult - \$50 - 55
 - Seniors - \$35 - 50
- Annual passes are available at slightly lower cost
- Drop-in passes are available at slightly higher cost
- Recreation + Pool Facility
 - 80,000 SF – Firstenburg CC
 - 42,000 SF – Marshall CC
 - 18,000 SF – Luepke Senior Center
 - 40,000 SF – Future Ridgefield Clark County YMCA (Current process 2014-2024)
- Proposed YMCA Pool Facility
 - 18,000 SF – 20,000 SF
- On-going Operations & Maintenance
 - 75% direct program cost
 - 25% indirect cost
- Staffing
 - Full-Time Employee (FTE): ranges from 10 to 15 FTE
 - Part-Time Employee (PTE): depending on programming – about 75-130 PTE year-round. Additional staff of about 60+ for summer.
- Cost Recovery (Vancouver)
 - Direct program cost recover: 63% to 81%
 - Total cost recover: 48% to 60%

How can we garner support from the community and council? Through proposed 10-year process.



DISCUSSION



Agenda

- ✓ 2018 history
- ✓ New project evaluation criteria
- ✓ Discussion
- Council feedback and direction –

Does Council wish to fund next step in the proposed process?

THANK YOU!