

CITY COUNCIL REGULAR MEETING AGENDA Tuesday, September 3, 2019, 7:00 PM City Hall, 616 NE 4th Avenue

NOTE: For both public comment periods - come forward when invited; state your name and address; limit comments to three minutes. Written comments can be given to the City Clerk. If it is a public hearing or a quasi-judicial matter, special instructions will be provided.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- **IV. PUBLIC COMMENTS**

V. CONSENT AGENDA

A. August 19, 2019 Camas City Council Regular and Workshop Meeting Minutes

August 19, 2019 Camas City Council Workshop Meeting Minutes - Draft August 19, 2019 Camas City Council Regular Meeting Minutes - Draft

- B. Automated Clearing House and Claim Checks Approved by Finance Committee
- C. \$62,293.64 Gravity Thickener Professional Services Agreement Wallis Engineering Presenter: Sam Adams

Wallis Engineering Professional Services Agreement

 D. Water Transmission Main Phase 3 Wetland Monitoring Services with HHPR for \$105,820. (Submitted by Steve Wall)

HHPR Professional Services Agreement

E. Memorandum of Understanding for Backyard Habitat Certification Program with Columbia Land Trust. (Submitted by Steve Wall)

Backyard Habitat Certification Program MOU

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

VI. NON-AGENDA ITEMS

- A. Staff
- B. Council
- VII. MAYOR
 - A. Mayor Announcements

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B. Constitution Week Proclamation

Constitution Week Proclamation

C. Suicide Awareness and Prevention Month Proclamation

Suicide Awareness and Prevention Month Proclamation

VIII. MEETING ITEMS

IX. PUBLIC COMMENTS

X. ADJOURNMENT

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



I. CALL TO ORDER

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

II. ROLL CALL

Present: Greg Anderson, Ellen Burton, Bonnie Carter, Steve Hogan, Deanna Rusch and Melissa Smith

Excused: Don Chaney

Staff: Sam Adams, Bernie Bacon, Phil Bourquin, Pete Capell, Jennifer Gorsuch, Cathy Huber Nickerson, Christopher Knipes, Ellen Miles, Shyla Nelson, Karen Nicholson, Vanessa Perger, Danielle Reynolds, Ron Schumacher, Connie Urquhart, Steve Wall, and Rachel Blair and Madora Doremus (interns)

Press: No one from the press was present

III. PUBLIC COMMENTS

Steve Bang, 2701 NW Lacamas Drive, Camas, commented about Lacamas Shores.

Marie Callerame, 5724 NW El Rey Drive, Camas, commented about Lacamas Shores.

IV. WORKSHOP TOPICS

A. Employee Recognition

Camas Library Staff August 2019

Mayor Turk recognized Camas Public Library staff for their efforts in supporting the visit by the Librarian of Congress Dr. Carla Hayden and Congresswoman Jaime Herrera Beutler.

B. Cross Boundary Service Area Overlay Agreement
 Presenter: Monica Tubberville, Vancouver Parks and Recreation, Pete Capell, City
 Administrator

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Ø Staff Report

Vancouver Memo Cross Boundary Service Area Overlay Agreement Cross Boundary Service Area Overlay Presentation

Capell introduced Monica Tubberville, who provided an overview to Council about the Cross-Boundary Overlay Agreement.

C. Workforce Southwest Washington Presentation Presenter: Darcy Hoffman, Director of Business Services and Benton Waterous, Program Manager

& Workforce Southwest Washington Presentation

Hoffman and Waterous presented an overview of Workforce Southwest Washington.

D. Interlocal Agreement For Monitoring of Registered Sex Offenders Presenter: Shyla Nelson, Captain

Interlocal Agreement - Sex Offender Monitoring

This item will be placed on the September 16, 2019 Consent Agenda for Council's consideration.

E. New Employee Introduction

Huber Nickerson introduced Catrina Galicz, Assistant Finance Director.

F. 2020 Budget Re-Adoption Process and 2020-2025 Financial Forecast Assumptions Presenter: Cathy Huber Nickerson, Finance Director

2020-2025 Forecast-Part 1.pdf

Huber Nickerson provided an overview of the 2020 Budget re-adoption process.

G. Community Development Miscellaneous and Updates
 Details: This is a placeholder for miscellaneous or emergent items.
 Presenter: Phil Bourquin, Community Development Director

Bourquin commented about the Office of Financial Management's (OFM) population forecasting numbers, Building Department staffing, and Planning Commission's upcoming meeting agenda. Bourquin announced the Friday, September 6, 2019, Abrahamsen bridge renaming event and an upcoming Downtown Camas Association (DCA) vitality sub-committee meeting.

- H. Slow Sand Corrosion Control Bid Award Presenter: Sam Adams, Utilities Manager
 - Slow Sand Corrosion Control Bid Staff Report Slow Sand Corrosion Control Bid Tabulation

This item has also been placed on the August 19, 2019 Regular Meeting Agenda for Council's consideration.

I. Wallis Engineering Inc. Gravity Thickener Professional Services Agreement Presenter: Sam Adams, Utilities Manager

Staff Report Wallis Engineering Wallis-Signed Professional Services Agreement

This item will be placed on the September 3, 2019 Consent Agenda for Council's consideration.

J. Water Transmission Main Phase 3 Wetland Monitoring Professional Services Agreement Presenter: Steve Wall, Public Works Director

Staff Report - Water Transmission Wetland Monitoring HHPR 5-Yr Vegetation Monitoring Agreement

This item will be placed on the September 3, 2019 Consent Agenda for Council's consideration.

- K. Backyard Habitat Certification Program Memorandum of Understanding Presenter: Steve Wall, Public Works Director
 - Staff Report Backyard Habitat Certification Program Backyard Habitat Certification Program MOU Invitation to Partner Camas

This item will be placed on the September 3, 2019 Consent Agenda for Council's consideration.

L. Warman Developer Agreement Presenter: Steve Wall, Public Works Director

Staff Report Warman Developer Agreement
Warman Developer Agreement

This item will be placed on the September 3, 2019 Regular Meeting Agenda for Council's consideration.

M. Public Works Miscellaneous and Updates
 Details: This is a placeholder for miscellaneous or emergent items.
 Presenter: Steve Wall, Public Works Director

Wall informed Council that the Zayo Exchange Agreement will be on the August 19, 2019 Consent Agenda. Wall informed Council that the NW 38th Avenue Phase 3 Improvement Project has made the list to receive federal grant funding. Funding will not be available until 2021. N. City Administrator Miscellaneous Updates and Scheduling Details: This is a placeholder for miscellaneous or scheduling items.
 Presenter: Pete Capell, City Administrator

Capell commented about the City of Camas Annex Building (formerly Bank of America) remodeling project.

V. COUNCIL COMMENTS AND REPORTS

Smith commented about the upcoming Abrahamsen bridge-renaming event, attended the C-TRAN meeting, and commented about updating the City Ward Boundaries.

Capell informed Council about the Legacy Lands Rose property status.

Carter attended both the Library Board of Trustees and DCA meetings, and announced that the Camas Vintage & Art Fair is this weekend.

Hogan commented about the Lacamas Shores public comments and the Cross Boundary Service Overlay presentation.

Hogan and Burton thanked Rachel Blair for her intern service at the City.

Mayor commented about the upcoming Abrahamsen bridge-naming event.

VI. PUBLIC COMMENTS

No one from the public wished to speak.

VII. ADJOURNMENT

The meeting adjourned at 6:07 p.m.

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: Greg Anderson, Ellen Burton, Bonnie Carter, Steve Hogan, Deanna Rusch and Melissa Smith

Excused: Don Chaney

Staff: Bernie Bacon, Pete Capell, Cathy Huber Nickerson, Jennifer Gorsuch, Shawn MacPherson, Steve Wall, and Rachel Blair and Madora Doremus (interns)

Press: No one from the press was present

IV. PUBLIC COMMENTS

No one from the public wished to speak.

V. CONSENT AGENDA

- A. \$776,750.33 Automated Clearing House and Claim Checks Numbered 141612 to 141769
- B. \$125,516.37 June, 2019 Emergency Medical Services (EMS) Write-off Billings; Monthly Uncollectable Balance of Medicare and Medicaid Accounts (Submitted by Cathy Huber Nickerson)
- C. August 5, 2019 Camas City Council Regular and Workshop Meeting Minutes
 - August 5, 2019 Camas City Council Workshop Meeting Minutes -Draft August 5, 2019 Camas City Council Regular Meeting Minutes - Draft
- D. \$706,942.80 Bid Award to Stettler Supply Company for Slow Sand Corrosion Control Improvements Project (Submitted by Sam Adams)

W1008 Bid Tabulation

E. Zayo Group Fiber Exchange Agreement (Submitted by Sam Adams)

Camas-Zayo - Exchange Agreement

F. Award 2019 Police Department Flooring Replacement Project to Floor Solutions, LLC in the amount of \$107,644.77. (Submitted by Denis Ryan)

Staff Report Police Department Flooring
 2019 City of Camas Police Department Flooring Replacement

G. \$23,758 Slow Sand Treatment Plant Corrosion Control Construction Management (Submitted by Sam Adams)

Corollo Construction Management Agreement - Corrosion Control Corollo Construction Management Agreement Corrosion Control Budget

H. \$89,310 Infiltration Study Gray and Osborne Inc. Professional Services Agreement (Submitted by Sam Adams)

Inflow and Infiltration Study Agreement
Inflow and Infiltration Study Agreement Budget

I. \$5,684,212.54 Rotschy Inc. NW Brady Road Improvements Project Bid Award (Submitted by James Carothers)

Brady Road Improvements Bids

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

VI. NON-AGENDA ITEMS

A. Staff

There were no comments from staff.

B. Council

Carter commented about Rachel Blair's intern service for the City.

VII. MAYOR

A. Mayor Announcements

Mayor Turk had no announcements.

VIII. MEETING ITEMS

A. 2019 Citywide Asphalt Overlay Project Bid Award Presenter: Steve Wall, Public Works Director Staff Report 2019 Pavement Preservation Bid Award Bid Tabulations - 2019 Pavement Preservation
 Lakeside Industries, Inc. E-Verify MOU
 City Attorney Memorandum

It was moved by Council Member Rusch, and seconded, to waive the minor bid irregularity as outlined in the staff report and the bid be awarded to Lakeside Industries, Inc. for the amount of \$433,895 and authorize the Mayor or designee to sign the contract and change orders up to ten percent of the original contract amount. The motion carried unanimously.

IX. PUBLIC COMMENTS

Rachel Blair, Vancouver, commented about her internship at the City of Camas.

X. ADJOURNMENT

The meeting adjourned at 7:05 p.m.

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



Agreement for Professional Services City of Camas | Camas Gravity Thickener Rehabilitation

This Agreement is between the City of Camas, hereafter called "City", and Wallis Engineering, PLLC, hereafter called "Engineer", for the Project known as "Camas Gravity Thickener Rehabilitation".

Effective Date and Duration

This Agreement shall become effective on the date the Agreement is signed. This Agreement shall expire, unless otherwise terminated or extended, on December 31,2020.

Scope of Services

Subject to the terms of this Agreement, the Engineer shall perform the services outlined in the scope of work contained in Exhibit A, which is attached hereto and by this reference made a part hereof.

Compensation

The City agrees to pay the Engineer a sum not to exceed \$62,293.64 for completion of the work. A fee breakdown is included as Exhibit B to this Agreement. Monthly invoices will be issued by the Engineer for all work performed under this Agreement, and based on time and materials. Wallis Engineering Hourly Rates will be the basis of compensation. These rates are subject to annual calendar year adjustments; include all allowances for salary, overhead and fee; but do not include allowances for Direct Expenses. Wallis Engineering Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the City's Project, including, but not limited to: necessary transportation costs; laboratory tests and analyses; printing, binding and reproduction charges; all costs associated with outside consultants; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges. A service charge of 10 percent will be added to Direct Expenses. Invoices are due and payable upon receipt

Terms and conditions are listed on page 2.

Wallis Engineering Certification and Signatures

Name:	Wallis Engineering, PLLC
Address:	215 W. 4th Street, Suite 200, Vancouver, WA 98660
Federal Tax ID#:	91-1944973
Business Form:	PLLC

Payment information will be reported to the IRS under the name and taxpayer ID number provided above.

I, the undersigned, agree to perform work outlined in this Agreement in accordance to the terms and conditions (listed on Page 2 and Exhibit A and made part of this Agreement by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that my business is not in violation of any Washington tax laws; hereby certify that I am an independent contractor.

Approved for Engineer: Name and Title:	Jane Vail, Principal Engineer	Date:	8/8/2019
	City of Camas	Signature	es
Approved for City:		Date:	
Name and Title:			

TERMS AND CONDITIONS

1. Authorization to Proceed

Execution of this Agreement by the City will be authorization for Engineer to proceed with the work, unless otherwise provided for in this Agreement.

Standard of Care 2.

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality, and for this type of project. Except as set forth in this Agreement, Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

It is the general intent that services specified in this Agreement to be performed by the ENGINEER, will be delivered using the ENGINEER's standard form and content of drawings, technical specifications, and contract documents. The ENGINEER's standards will be in conformance with applicable local, state and federal standards and requirements.

3. Termination

This Agreement may be terminated for convenience by either party on 30 days' written notice; or for cause, if either party fails to substantially perform in accordance with this Agreement through no fault of the other and does not commence correction of such nonperformance within five days of written notice and diligently complete the correction thereafter. On termination, Engineer will be paid for all authorized work performed up to the termination date. Limitation of Liability 4.

Notwithstanding any other provisions of this Agreement, Engineer's liability for City's damages will not exceed the compensation received by Engineer under this Agreement.

Severability and Survival 5.

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The limitations of liability and indemnities will apply regardless whether Engineer's liability arises under applicable statute or case or common law, including without limitation by reason of enumeration herein, negligence, strict liability or any other type of cause of action, and shall apply to Engineer, its officers, and employees.

The law of the state of Washington shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it; jurisdiction being in District or Superior Courts of the State of Washington with venue in Clark County, Washington.

Hazardous Substances 6.

To the maximum extent permitted by law, the City will indemnify and defend Engineer and its officers, employees, subconsultants and agents from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorney's fees arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on or from the Project.

Subsurface Investigations 7.

In soils, foundations, groundwater, and other subsurface investigations, the actual characteristics may vary

significantly between successive test points and sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution schedule. To the extent that subsurface investigations affect Project cost and/or execution, Engineer shall notify City as soon as possible and an equitable adjustment in the compensation reflecting increase or decrease in the Project shall be made.

No Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the City and Engineer and has no third party beneficiaries.

Engineer's services are defined solely by this Agreement, and not by any other contract or agreement that may be associated with the Project.

9. Insurance

Engineer shall maintain public liability and property damage insurance which shall protect Engineer from personal injury or property damage claims arising from its negligent performance of work under this Agreement. The limits of liability for such insurance shall be \$1,000,000 combined single limit.

Engineer shall name City as additional insured under the general liability insurance policy, and shall provide proof of insurance for professional and general liability insurance.

10. Disputes

In the event of any dispute arising out of this Agreement, the parties agree to submit the dispute to nonbinding mediation and binding arbitration under the then prevailing rules so the American Arbitration Association (AAA) for construction industry disputes, provided that no party objects to arbitration within 30 days after a demand for arbitration is filed with AAA. In any action brought for such dispute, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

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EXHIBIT A: SCOPE OF WORK

City of Camas | Camas Gravity Thickener Rehabilitation

August 2019 | WE#1462B

PROJECT BACKGROUND

The City of Camas wastewater treatment plant utilizes a gravity thickener to thicken primary sludge prior to anaerobic digestion. The thickener was originally constructed in 2002, and the center well and rake arm mechanisms were replaced recently due to a failure event caused by heavy corrosion. The remaining metal and concrete components above the water level also exhibit corrosion damage, necessitating repair and/or replacement. The corrosion damage was documented in the June 2017 *City of Camas WWTP and Pump Station Condition Assessment Report* (HDR), which recommended rehabilitating the gravity thickener.

In 2018, the City of Camas (City) retained Wallis Engineering (Wallis) to complete a more detailed evaluation of the gravity thickener and provide recommendations for improvements. The evaluation was summarized in the City of Camas Gravity Thickener Evaluation Final Report (Report), which recommended the following improvements:

- Rehabilitate the concrete basin effluent launder by removing deteriorated concrete, rebuild to the original thickness with repair mortar, and coat with an epoxy coating system.
- Recoat the cover system steel frame and walkway.
- Replace the gravity thickener mechanism with stainless steel components.
- Replace conduit and wiring.
- Recoat miscellaneous piping, including the dilution water piping and washdown water piping.

The Report also evaluated operational problems with the piping from the grit classifier equipment to the gravity thickener, which occasionally overflows into the offline classifier and occasionally into the grit classifier room. Several operational changes were identified that had the potential to solve the overflow problem, but the City found that they did not fully prevent overflows. Therefore, additional investigations into the piping system are recommended. Because these investigations will be significantly easier to perform when the gravity thickener is offline, the City intends to complete the investigations concurrently with the gravity thickener rehabilitation.

This scope of work is for engineering services for the gravity thickener rehabilitation design and influent piping system investigation.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until December 31, 2020.

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

Objective:

Provide project management and administration for work associated with the project. This task includes technical and financial management of the project from project start up through final design.

1.1 General Project Management and Administration

Wallis Engineering will provide comprehensive project management to ensure the scope, schedule and budget are met including schedule updates, coordination, and direction to City staff and design team to successfully complete the project. This task also includes providing monthly updates to the City on project status. Project management will include the following:

- Provide comprehensive project management to ensure the scope, schedule and budget are met. Provide a point contact person for the City while coordinating with the project team.
- Schedule and attend coordination meetings with the City Project Manager and other staff at their request. These would be in addition to meetings outlined in tasks below.
- Monthly progress reports will be submitted with invoices. Monthly progress reports will include task level budget status and schedule status. Billings will include staff, title, hourly rate, and hours charged to the project.
- Wallis will lead a kickoff meeting with key team members and City staff to review the recommendations of the Report and confirm the basis of design.

Task 1 Assumptions:

- Project management will occur over a 12-month project duration
- Up to two (2) coordination meetings

Task 1 Deliverables:

- Kickoff meeting agenda and minutes
- Monthly invoices and status reports

TASK 2 DESIGN

Objective:

To produce contract documents for the rehabilitation of the gravity thickener and associated work.

2.1 50% Design

Wallis will prepare the 50% design package, which will include 50% plans and cost estimate. Fifty percent plans will convey the overall design intent without all of the callouts, details or sections. The purpose of the 50% design package is to confirm design requirements. The design package will also include influent piping investigation requirements, such as cleaning and television inspection, that will also be procured under the construction contract. Wallis will submit the 50% design package to the City for review and attend a review meeting to discuss City comments.

2.2 90% Design

Comments from the 50% review will be incorporated into the design, and Wallis will prepare the 90% design package. The 90% design package will include plans, specifications, and cost estimates. Wallis will submit the 50% design package to the City for review and attend a review meeting to discuss comments.

2.3 Final Design

Comments from the 90% review will be incorporated into the design, and Wallis will prepare the final design package. The final design package will include bid ready plans, specifications, and final cost estimates.

2.4 Electrical Design Allocation (Contingency Task)

Electrical engineering design is not expected to be required for this work. However, if in the course of design it becomes apparent that electrical design is necessary, this allocation will be used.

Task 2 Assumptions

- All proposed work, including the influent piping investigations (cleaning and television inspection), will be packaged in a single construction contract.
- As-built drawings and field measurements will be sufficient for design, and no survey will be required.
- No structural engineering will be required.
- The existing motor control centers (MCC) and conduit will be reused.
- The City's system integrator will be responsible for integrating the new gravity thickener inputs/outputs into the existing SCADA system.
- Work will be procured via small works roster.
- Specifications will be prepared in Construction Specifications Institute (CSI) format, with front end documents provided by the City.
- Design drawings will consist primarily of red-lined as-built drawings and photos.
- Final design drawings will include the following sheets:
 - o Cover Sheet, Vicinity Map, and Index of Sheets
 - General Notes, Legend, and Abbreviations
 - o Demolition Plan I
 - o Demolition Plan II
 - o Influent Piping Cleaning and Investigation Plan
 - o Gravity Thickener Rehabilitation I
 - o Gravity Thickener Rehabilitation II
 - Grit Classifier Effluent Piping Modifications
 - o Details I
 - o Details II

Task 2 Deliverables

- 50%, 90%, and final design packages.
- Meeting agenda and minutes for 50% and 90% design review meetings.

TASK 3 BIDDING AND CONSTRUCTION PHASE SERVICES

Objective:

To provide engineering services during bidding and construction.

3.1 Bidding Services

Wallis will provide bidding services to the City, including: attending a pre-bid meeting in Camas, responding to bidder's questions, and preparing addenda, as required. Following the opening of bids, the bid tab and summary sheet of all bidder questions and responses will be provided to the City. The apparent low bidder's documents, bonds, and licenses will be reviewed prior to presenting a bid award recommendation to the City.

3.2 Submittals and Request for Information

Wallis will review and respond to contractor submittals and requests for information (RFIs).

3.2 Construction Inspection

Wallis will provide inspection at several key points during construction, and on an as-needed basis. Specific work items requiring inspection are expected to include:

- Concrete surface preparation, concrete repair, and concrete coatings (four site visits).
- Steel cover frame surface preparation, repairs, and coating application (three site visits)

In addition to the work items above, up to five site visits are also anticipated for inspection of piping modifications, gravity thickener mechanism installation, and other miscellaneous work items.

Task 3 Assumptions

- Preparation of up to two (2) addenda.
- The City will distribute the contract documents, maintain a planholder's list, and distribute addenda as needed.
- Construction staking and quality control testing will be provided by the contractor.
- If the influent piping investigations illuminate problems that require additional work to fix, additional design time will be required.
- Twelve (12) half-days of inspection will be required.

Task 3 Deliverables

- Addenda (if needed)
- Submittal review comments
- RFI responses
- Inspector reports

TASK 4 INFLUENT PIPING INVESTIGATION

Objective:

To provide engineering oversight, support, and recommendations during influent piping investigations.

4.1 Influent Piping Investigations

Wallis will coordinate with the construction contractor during influent piping investigations and observe the investigations onsite. The investigation results will be evaluated and summarized in a memorandum, along with recommendations for additional work if necessary. This task allocates 48-hours of time for this work; if the investigations uncovers significant problems that require additional engineering work, more time may be required.

Task 4 Assumptions:

- Wallis will attend two full day site visits during the influent piping investigations.
- The gravity thickener rehabilitation contractor will be responsible for investigation work, including cleaning and televising the pipe.

Task 1 Deliverables:

• Influent Piping Investigation Memorandum

Agreement Exhibit B - Fee Estimate City of Camas - Gravity Thickener Rehabilitation WE #1462B August 2019																
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TASK								Cost								
		\$190.74	\$121.38	\$93.84	\$106.08	\$95.90	\$81.60								1	
Task 1	Project Management and Administration															
1.1	General Project Management and Administration	6	24	4			4	\$	4,759.32	\$ 18	8.00	(M)			\$	4,777.32
	TASK 1 SUBTOTAL	6	24	4	0	0	4	\$	4,759.32	\$ 18	3.00		\$	-	\$	4,777.32
Task 2	Design															
2.1	50% Design	12	40	56	32		2	\$	15,956.88	\$ 18	8.00	(M)			\$	15,974.88
2.2	90% Design	8	32	48	24		2	\$	12,623.52						\$	12,623.52
2.3	Final Design	4	16	24	8		2	\$	5,969.04						\$	5,969.04
2.4	Electrical Design Allocation (Contingency Subtask)							\$	-				\$ 5,0	00.00	\$	5,000.00
	TASK 2 SUBTOTAL	24	88	128	64	0	6	\$	34,549.44	\$ 18	8.00		\$ 5,	00.00	\$	39,567.44
Task 3	Bidding and Construction Phase Services															
3.1	Bidding Services	2	8	8				\$	2,103.24			(P)			\$	2,103.24
3.2	Submittals and Requests for Information	2	8	16				\$	2,853.96						\$	2,853.96
3.3	Construction Inspection	4	36	24				\$	7,384.80	\$ 36						
	TASK 3 SUBTOTAL	8	52	48	0	0	0	\$	12,342.00	0 \$ 36.00 \$ - \$ 12,378.00						
Task 4	Influent Piping Investigation															
4.1	Influent Piping Investigations	4	24	20				\$	5,552.88			(M)			\$	5,570.88
	TASK 4 SUBTOTAL 4 24 20 0 0 \$ 5,552.88 \$ 18.00 \$ - \$ 5,570.88									5,570.88						
	GRAND TOTAL 42 188 200 64 0 10 \$ 57,203.64 \$ 90.00 \$ 5,000.00 \$ 62,293.64															

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Fee Summary.

FEE SUMMARY			
Staff	Hours	Rate	Fees
SE - Senior Engineer	42	\$ 190.74	\$ 8,011.08
E1- Engineer 1	0	\$ 174.42	\$ -
E2 - Engineer 2	0	\$ 162.18	\$ -
E3 - Engineer 3	0	\$ 138.72	\$ -
E4 - Engineer 4 (PM)	188	\$ 121.38	\$ 22,819.44
E5- Engineer 5	0	\$ 104.04	\$ -
E6 -Engineer 6	200	\$ 93.84	\$ 18,768.00
SD- Senior Designer	0	\$ 133.62	\$ -
Inspector	0	\$ 100.98	\$ -
T1 - Technician 1	64	\$ 106.08	\$ 6,789.12
TW- Technical Writer	0	\$ 95.90	\$ -
C1 - Clerical 1	10	\$ 81.60	\$ 816.00
Total Fees from Staff			\$ 57,203.64
Subconsultant			Fees
Electrical			\$ 5,000.00
Total Fees from Subconsultants			\$ 5,000.00
NOTE: Fee includes 10% markup			
Expenses			Cost
Printing (P)			\$ -
Mileage (M)			\$ 90.00
Total Fees from Expenses			\$ 90.00
TOTAL BUDGET			\$ 62,293.64



EXHIBIT B

RATE SCHEDULE

Rates are effective thru December 31, 2020

<u>Staff</u>	Hourly Rate
Senior Engineer	\$190.74
Engineer 1	\$174.42
Engineer 2	\$162.18
Engineer 3	\$138.72
Engineer 4	\$121.38
Engineer 5	\$104.04
Engineer 6	\$93.84
Senior Designer	\$133.62
Inspector	\$100.98
Technician 1	\$106.08
Technical Writer	\$95.90
Clerical 1	\$81.60

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%. A-202



To: Jackie Caldwell – City of Camas

ENGINEERS ◆ PLANNERS LANDSCAPE ARCHITECTS ◆ SURVEYORS 1104 Main Street, Suite 100, Vancouver, WA 98660 PHONE: 360.750.1131 www.hhpr.com FAX: 360.750.1141

FROM: Chuck Harper – Harper Houf Peterson Righellis Inc.

DATE: June 4, 2019

SUBJECT: Water Transmission Main Phase 3 Monitoring Services (Project No. WS-709H) Professional Services Proposal and Agreement

As requested by the City of Camas, Harper Houf Peterson Righellis Inc. (HHPR) proposes to provide five-year monitoring services along the recently installed water transmission main between the Little Washougal River, near the water treatment plant at 32723 NE Lessard Road, and the intersection of NE Ireland Road and NE 312th Avenue.

SCOPE OF SERVICES

HHPR will provide vegetation monitoring and reporting for the Water Transmission Main project per scope of services identified in Exhibit "A".

PROPOSED PROFESSIONAL FEES

Based on the scope of services and assumptions noted in Exhibit "A", HHPR proposes to be compensated on a time and material basis per Exhibit "B" with a total estimated not to exceed fee of \$105,820.

AGREEMENT

Please refer to Exhibit "C" for HHPR's Standard Terms and Conditions. Changes to the assumptions or project description that result in significant revisions to our work will be considered additional services. The fee for additional services will be discussed and agreed upon prior to performing those services.

HHPR agrees to comply in accordance with all relative regulations of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21.

BY:

If you agree with this proposal, please sign on the space provided and return a signed copy.

HARPER HOUF PETERSON RIGHELLIS INC.

CITY OF CAMAS

Charles L. Harper, PE

Charles A Harper

Title: _____

Principal

Date: _____

- -

EXHIBIT A

CITY OF CAMAS WATER TRANSMISSION LINE PHASE 3 REVEGETATION MONITORING 2019-2023

Task 1: Monitoring Establishment

Establish Monitoring Transects

HHPR staff will establish 18 revegetation monitoring transects:¹

- One 50-foot transect on each side of Stream A and Stream E (two transects per stream, four transects total);
- One 50-foot transect centered between Stream C and Stream D and one transect on the remaining side of each stream (three transects total);
- One 150-foot transect on each side of Stream B, Stream F, Stream G, and Little Washougal River (two transects per stream, eight transects total);
- One 50-foot transect in the planted area upslope of Wetland 1 near Stream F; and
- One 100-foot transect (or shorter depending on extent of the planted areas) through Wetland 1 and another through Wetland 2 (two transects total), which are near Stream F and Stream G, respectively.

Transect endpoints will be permanently identified with a buried steel pin and wooden or steel stake. GPS data will be collected for each endpoint.

Establish Photograph Points

HHPR staff will establish permanent photograph locations:

- At least two photographic monitoring points at each stream, preferably one on each side; and
- At least one photographic monitoring point at each wetland.

Photographic points will be permanently identified with a buried steel pin and wooden or steel stake. GPS data will be collected for each endpoints.

Assumptions:

- Access will be regularly available to: Streams A and B from a private driveway at the intersection of NE Ireland Road and NE 312th Avenue; Streams C, D, E, and F, and Wetland 1 from the gated road immediately east of 6325 NE Lessard Road; and Stream G, Wetland 2, and the Little Washougal River from the gated road immediately east of the water treatment plant on NE Lessard Road.
- Establishment of the 18 monitoring transects and associated photographic points to require three field days for a two-person team.
- Neither transect nor photograph locations will be vandalized, impacted by property owner operations, or otherwise require reinstallation. City staff will coordinate with property owners and agencies regarding impacts to plantings or monitoring.

¹ HHPR. 2019. Revegetation Monitoring Plan. Water Transmission Main Phase 3 City of Camas Project WS-709H. Prepared for City of Camas. Dated May 13, 2019.

Deliverable:

• Map (PDF and GIS shape file format) to City showing location of transects and photograph points based on GPS data.

Task 2: Annual Monitoring for Years 1 through 5 (2019-2023)

Data Acquisition

Species and plant mortality data will be collected annually along previously established transects. Monitoring will take place during the summer (likely during August) with the goal of doing monitoring within the same 3 week window each year. At the sixteen riparian transects species and survival data will be taken:

- As a total inventory of planted woody (non-herbaceous) plants, Year 1 only; and
- Using the belt transect method for all woody plants within 10 feet on both sides of each transect.

At the two wetland transect, species and survival data will be sampled using 1 meter square quadrats located every 20 feet along the transects.

Data collected will be recorded on a data form or in a field book.

Other general observations will be made, such as problem areas not captured by sampling, presence and estimated cover of invasive species or noxious weeds, and observed wildlife signs.

Photographs will be taken from permanent monitoring points. Other site photographs taken during while on-site will not be permanently marked, but may be geo-referenced to record approximate location.

Monitoring Report

An annual monitoring report will document the site conditions for each monitoring year. The report will follow the general format:

- Introduction, including site location and permit numbers;
- Monitoring Schedule and Performance Standards;
- Data Collection Methods;
- Results, including a summary of vegetation data;
- Conclusions, including discussion, if needed, of maintenance needs, adaptive management requirements, and follow up actions; and
- Appendices, including as appropriate data forms for vegetation monitoring, site photographs, and a map of all sample locations and permanent photograph points.

Assumptions:

- Neither transect nor photograph locations will be vandalized, impacted by property owner operations, or otherwise require reinstallation. City staff will coordinate with property owners and agencies regarding impacts to plantings or monitoring.
- Access will be regularly available to: Streams A and B from a private driveway at the intersection of NE Ireland Road and NE 312th Avenue; Streams C, D, E, and F, and Wetland 1 from the gated road immediately east of 6325 NE Lessard Road; and Stream G, Wetland 2, and the Little Washougal River from the gated road immediately east of the water treatment plant on NE Lessard Road.
- Vegetation data will be collected by a two-person team and the field effort, based on assumed access, is assumed to require three field days for the team to complete work at the 18 monitoring locations.

• The monitoring report is expected to be approximately 20 pages in length, not including appendices, maps, and photographs.

Deliverables:

- Draft Annual Monitoring Report (one draft electronic copy for the City).
- Final Annual Monitoring Report (one electronic copy each for the City, US Army Corps of Engineers, and Clark County; one bound hardcopy each for US Army Corps of Engineers and Clark County).

Task 3: Project Planning

HHPR will support general project planning throughout the project via non-technical, internal project activities, such as invoicing, throughout the project.

Assumptions:

- Project involvement is August through February each of the five monitoring periods.
- Level of effort is estimated as 1 hour per month for senior staff.
- Level of effort is estimated as 0.5 hour per month for administrative support staff.

Deliverables:

• Invoices and associated coordination.

Task 4: Annual Maintenance Coordination

HHPR will coordinate with the maintenance contractor (procured by the City) to address questions and discuss issues.

Assumptions:

- Level of effort for office and field effort is estimated as 5 hour per year for senior staff.
- One field meeting each year between senior staff and contractor staff (not to exceed 4 hours preparation, travel, and meeting time).

Deliverables:

• One contractor meeting per year.

Task 5: Project Contingency Fund

Provide additional services, on an as-needed basis, when approved and authorized by the City. Authorization by the City shall be written, which may be an email notification.

Harper Houf Peterson Righellis Inc.

June 4, 2019

EXHIBIT B

A-202 / KES

CITY OF CAMAS

WATER TRANSMISSION MAIN PHASE 3 — VEGETATION MONITORING 2019-2023

		Annua	Annual Monitoring Fee	e	
	2019	2020	2021	2022	2023
Task 1: Monitoring Establishment	\$7,445.00				
Task 2: Annual Monitoring for Years 1 through 5 (2019-2023)	\$14,955.00	\$14,955.00	\$14,955.00	\$14,955.00	\$14,955.00
Task 3: Project Planning	\$1,815.00	\$1,815.00	\$1,815.00	\$1,815.00	\$1,815.00
Task 4: Annual Maintenance Coordination	\$905.00	\$905.00	\$905.00	\$905.00	\$905.00
Annual Totals	\$25,120.00	\$17,675.00	\$17,675.00	\$17,675.00	\$17,675.00

Tasks 1-4: Total for Years 2019-2023 = \$95,820.00

Task 5: Project Contingency Fund = \$10,000.00 (Task to provide additional services, on an as needed basis, when approved and authorized by the City)

CONTRACT TOTAL: \$105,820.00

EXHIBIT A – STANDARD TERMS AND CONDITIONS

Unless otherwise stated (or enclosed) in the contract, the following terms and conditions will apply.

<u>Authorization to Proceed.</u> Any request by Client for HHPR to proceed with work shall constitute an express acceptance to all terms of this agreement, including these general provisions.

Termination and Assignment. Either Client or HHPR may terminate this Agreement by giving 30 days written notice to the other party. In such event, Client shall immediately pay HHPR in full for all work previously authorized and performed prior to effective date of termination. This Agreement is between Client and HHPR and is not transferable without the written consent of the other party.

Fees and Estimates. Charges for services will be billed in accordance with HHPR's standard bill rates. Bill rates are reviewed and may be adjusted annually.

Indemnification, Insurance & Limitation of Liability. Client hereby agrees to indemnify and hold harmless HHPR from any claim, demand, loss or liability, including reasonable attorney's fees that results from for any loss, damage, or liability arising from any acts by the Client, its agents, staff, and/or other consultants or agents that act at the direction of Client.

HHPR is covered by a general liability insurance policy with an aggregate limit of \$2 million / \$1 million per occurrence and a professional liability with an aggregate limit of \$2 million / \$2 million per claim. Client agrees that in no case shall HHPR's liability to the Client for any cause or combination of causes, in the aggregate, exceed the amount of HHPR's remaining professional liability coverage.

Professional Standards. HHPR services shall be performed in a manner consistent with that degree of care, skill, and diligence maintained by professionals providing similar services in HHPR's local community at the time that HHPR provides services under this Agreement. HHPR makes no warranties, whether express or implied, with respect to the services rendered hereunder.

Ownership of Documents. It is understood and agreed that the calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product"), whether in hard copy or electric media including BIM models form, are instruments of professional services intended for one-time use by Client only for this project only. Work Product is and shall remain the property of HHPR. Client shall not obtain the right to use the Work Product, even for one-time use unless all amounts due under this Agreement are paid in full and HHPR agrees in writing. If Client is in possession of any Work Product and has not paid any amount due hereunder, HHPR may demand return of the Work Product, and may specifically enforce Client's obligation to return such Work Product.

<u>Payment Terms & Conditions.</u> Monthly invoices will be issued for all work covered by this agreement. Client agrees that if it disputes any portion of an invoice, Client must notify HHPR of such dispute in writing within 30 days of the invoice date or will otherwise waive any right to dispute the invoice.

Invoices are due and payable on receipt. All amounts more than 30 days past due will be subject to finance charges. Finance charges are computed at a periodic rate of 1.5% per month. Failure to timely pay any amounts is a material breach of this Agreement. In such event, HHPR may suspend service and obligations and may further withhold plans, documents, and other information. HHPR may claim a lien for all materials, labor, and services furnished if any amount due hereunder is not timely paid.

In addition to the principal amount and finance charges due, Client agrees to pay HHPR all collection costs that HHPR incurs, regardless of whether or not litigation is initiated, including but not limited to reasonable attorney's fees, court costs, and charges for HHPR staff time (at HHPR's standard rates).

<u>Notice of Claims.</u> Client shall, and expressly agrees to, provide HHPR immediate written notice of any facts that could potentially result in any potential claim against HHPR, including but not limited to any dispute, any claimed damages, any perceived failure by HHPR, or otherwise. As a condition precedent to any recovery from HHPR, Client shall give HHPR written notice of any such claim or facts that could result in a claim not later than ten (10) days after the date of the occurrence of the event causing the potential claim. Client's failure to provide such notice, for any reason, shall constitute waiver of such claim.

<u>Venue.</u> Any litigation initiated in connection with this agreement shall take place in Multnomah County, Oregon, unless such case involves a lien claim that must be litigated elsewhere as a matter of law. All claims of any nature that relate to this Agreement shall be subject to Oregon law, unless such claims relate to the foreclosure of a lien and are, as a matter of law, subject to the laws of another state.

Enforceability / All Terms Material. All provisions herein are material to HHPR's agreement to provide services, and were expressly negotiated by the parties. In case any one or more of the provisions contained in this agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired.

MEMORANDUM OF UNDERSTANDING FOR BACKYARD HABITAT CERTIFICATION PROGRAM (MOU) between COLUMBIA LAND TRUST (Administrative Lead for the Backyard Habitat Certification Program collaborators) and CITY OF CAMAS

A. <u>Purpose:</u> The Backyard Habitat Certification Program (BHCP) was created through a joint venture between Portland Audubon and Columbia Land Trust. Recently, the Watershed Alliance of SW Washington collaborated with Portland Audubon and the Land Trust with the goal of bringing this program to residents of City of Camas (City). Two of the five BHCP goals are to work directly with private property owners to improve stormwater management on their property and reduce the use of pesticides. The purpose of this agreement is to document the respective responsibilities of the BHCP collaborators and City.

B. Responsibilities of the City:

- 1. Provide support for the BHCP from July 1, 2019 thru June 30, 2020, not to exceed \$5,579.23.
- 2. Publicize program information (City webpage, social media outlets and flier distribution at events).
- C. <u>Responsibilities of Columbia Land Trust</u>: act as fiscal agent for BHCP and either provide for and arrange with Portland Audubon and the Watershed Alliance to provide the following:
 - 1. In-person site assessment by BHCP staff Habitat Technicians:
 - a. Collect baseline data pertaining to stormwater management and pesticide use for each property.
 - 2. Participant site reports:
 - a. Provide participants with information on stormwater management options.
 - b. Provide participants with information on how to recognize harmful herbicides/pesticides, reduce usage and create awareness of alternative pest management options.
 - 3. Biannual data reporting shall include;*
 - a. Total number of enrolled City residents;
 - b. Number of enrollees attaining certification status;
 - c. Follow-up data taken/improvements implemented (compared to baseline data) pertaining to stormwater and/or reductions in pesticide use.
 - d. Data reports shall be submitted biannually (timeline below);
 - Biannual 1, 2019 (July December). Due by January 10, 2020
 - Biannual 2, 2020 (January June). Due by July 10, 2020

*A spreadsheet with data collected during site assessments and certifications (stormwater, pesticide use, number of native trees and shrubs planted) will satisfy reporting requirements a - c above.

D. <u>Amendment</u>: Amendments to the MOU may be executed by the City's Mayor.

IN WITNESS WHEREOF, City of Camas, Columbia Land Trust, and Portland Audubon executed this Agreement on the date and year indicated below.

CITY OF CAMAS

Ву:	_Date:
Name:	Title:
COLUMBIA LAND TRUST	
Ву:	_Date:
Name:	Title:
PORTLAND AUDUBON	
Ву:	_Date:
Name:	Title:

Office of the Mayor



~ PROCLAMATION ~

WHEREAS, our founding fathers, in order to secure the blessings of liberty for themselves and their posterity, did ordain and establish a Constitution for the United States of America; and

WHEREAS, September 17, 2019, marks the 232nd anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through September 23 as Constitution Week;

NOW, THEREFORE, I, Shannon Turk, Mayor of the City of Camas, in the State of Washington, do hereby proclaim September 17-24, 2019, as

"Constitution Week"

in Camas, Washington and I urge all citizens to join me in this special observance.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 3rd day of September, 2019.

Shannon Turk, Mayor



~ PROCLAMATION ~

WHEREAS, September is nationally recognized as suicide prevention month; and

WHEREAS, in the United States, one person dies by suicide every 12 minutes resulting in more than 44,965 deaths by suicide annually; and

WHEREAS, each suicide directly impacts numerous fan1ily members, friends, loved ones, leaving over 265,000 newly bereaved each year; and

WHEREAS, in Washington state, suicide is the second leading cause of death among individuals between the ages of 10-24; and the eighth leading cause of death overall; and

WHEREAS, many of those who died did not receive effective care for many reasons including the difficulty of accessing services by healthcare providers trained in best practices to reduce suicide risk, the stigma of seeking treatment and the stigma associated with losing a loved one to suicide; and

WHEREAS, all citizens can take part in preventing suicide by promoting mental well- being and contributing to a culture where individuals are supported and accepted for who they are and where it is okay to ask for help;

NOW, THEREFORE, I, Shannon Turk, Mayor of the City of Camas, do hereby proclaim **September 2019**, as

"Suicide Awareness and Prevention Month"

in the City of Camas, and urge all citizens to become educated about suicide prevention and unite against this tragedy for the benefit of our community.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 3rd day of September, 2019.

Shannon Turk, Mayor