

# CITY COUNCIL REGULAR MEETING AGENDA Tuesday, February 21, 2017, 7:00 PM City Municipal Center, 616 NE 4th Avenue

NOTE: There are two public comment periods included on the agenda. Anyone wishing to address the City Council may come forward when invited; please state your name and address. Public comments are typically limited to three minutes, and written comments may be submitted to the City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENTS
- V. CONSENT AGENDA
  - A. Approve the minutes of the February 6, 2017, Camas City Council Meeting and the Workshop minutes of February 6, 2017.
    - February 6, 2017 Camas City Council Workshop Meeting Minutes Draft
      February 6, 2017 Camas City Council Regular Meeting Minutes Draft
  - B. Approve the automated clearing house and claim checks as approved by the Finance Committee.
  - C. Authorize the write-off of the January 2017 Emergency Medical Services (EMS) billings in the amount of \$73,093.09. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (Submitted by Pam O'Brien)
  - D. Authorize the Mayor to sign a professional services agreement with Murray, Smith & Associates, Inc. to provide consulting services for the development of Well 17 in the amount of \$156,650. (Submitted by Sam Adams)
    - Well 17 Professional Services Agreement
      Camas Well 17 Scope of Work

Camas Well 17 Fee Estimate

E. Authorize the Mayor to sign the professional services agreement with Otak, Inc. for design and right-of-way acquisition services for the Larkspur Street Improvements project in the amount of \$473,511. This project is in the 2017 and 2018 Camas budget and is funded by a Transportation Improvement Board (TIB) grant and Real Estate Excise Taxes (REET). (Submitted by James Carothers)

Larkspur Consultant Services Contract

Larkspur Project Map & Photos

F. Authorize the Engineering Manager to sign the Forest Home Road Slide Repair Consultant Services Contract Supplement #3 with PBS Earth and Environmental (formerly HDJ) for the addition of construction services to the original professional services contract. These services include assistance in construction management administration, engineering, observation and project closeout as detailed in Tasks 11 through 14 of the scope and budget. The additional cost for this supplement is \$58,525. The total contract cost is \$282,572.44. Approximately 86.5% of the project cost is funded by a Federal Highway Administration (FHWA) Emergency Relief (ER) grant. The remaining costs will be covered by the Storm Drainage Fund. (Submitted by James Carothers)

Forest Home Road Slide Consultant Contract Supplement 3

NOTE: Any item on the Consent Agenda may be removed from the Consent Agenda for general discussion or action.

#### VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

#### VII. MAYOR

- A. Announcements
- B. Mayor's Volunteer Spirit Award

February 2017 Tim Hein

#### **VIII. MEETING ITEMS**

A. Resolution No. 17-001 Declaring an Undue Burden to Maintain a Comprehensive Public Records Index

Details: Opting out of maintaining a public records index is an option under the Washington Administrative Code (WAC) Chapter 44-14 and the Revised Code of Washington (RCW) Chapter 42.56.070, related to the Public Records Act. The City is partially compliant with this requirement and will continue to work toward full compliance. This item was presented at the February 6, 2017, Council Workshop meeting.

Presenter: Jennifer Gorsuch, Administrative Services Director

Recommended Action: Staff recommends Council move to adopt Resolution No. 17-001.

Resolution No. 17-001 Comprehensive Public Records Index Undue Burden

B. Resolution No. 17-002 Downtown Parking Time Limit Revisions Details: This resolution adopts the two downtown parking time limit revisions recommended by the Parking Advisory Committee on January 10, 2017. First, there are two parallel parking spaces in front of the Soap Chest on NE Everett Street that are currently unrestricted (72 hour limit per Camas Municipal Code). It has been recommended that these spaces have a two hour limit. Second, there are six diagonal spaces with a time limit of one hour on NE Franklin Street adjacent to the City staff parking lot on NE 3rd Avenue, near the Building Department. It has been recommended that these spaces have an unrestricted time limit based on the current lack of use.

Presenter: James Carothers, Engineering Manager

Recommended Action: Staff recommends Council move to adopt Resolution No. 17-002.

Resolution No. 17-002 Downtown Parking
Parking Time Limit Changes Map

#### IX. PUBLIC COMMENTS

#### X. ADJOURNMENT

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.

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# CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT Monday, February 6, 2017, 4:30 PM City Municipal Center, 616 NE 4th Avenue

#### I. CALL TO ORDER

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

#### II. ROLL CALL

Present: Greg Anderson, Bonnie Carter, Don Chaney, Tim Hazen, Steve Hogan, Melissa Smith and Shannon Turk

Staff: Sam Adams, Phil Bourquin, Pete Capell, James Carothers, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Leona Langlois, Robert Maul, Heather Rowley, Connie Urquhart, Steve Wall and Alicia Pacheco (intern)

Press: Dawn Feldhaus, Camas-Washougal Post-Record

#### III. PUBLIC COMMENTS

No one from the public wished to speak

#### IV. WORKSHOP TOPICS

A. Camas Washougal Economic Development Association (CWEDA) and Columbia River Economic Development Council (CREDC) Updates Details: The CREDC has been updating the Employment Land Study and presented the findings from the study, which included the Johnston Dairy Farm located in North Shore.

Presenters: Paul Dennis, President, CWEDA; Mike Bomar, President, CREDC; Gabriela Frask and Chris Blakney, consultants, Mackenzie.

CWEDA City of Camas Update
CWEDA Master Planning Opportunities
CREDC Employment Land Study

Paul Dennis reviewed the CWEDA presentation, which included an update of recent projects and future goals.

Mike Bomar summarized the CREDC presentation and introduced Gabriela Frask and Chris Blakney, who reviewed the presentation and responded to questions from Council.

B. Fire Department Surplus of 2001 Ford Ambulance
 Details: The Fire Department has recently taken delivery of a new Braun

ambulance. To make room for this new vehicle, the department plans to surplus the oldest ambulance in the fleet, a 2001 Ford E450, with service mileage of 173,889. This ambulance is far beyond its useful lifespan as a front line transport ambulance.

Presenter: Cliff Free, Division Chief of Emergency Medical Services (EMS)

This item was also included on the February 6, 2017 Consent Agenda for Council's consideration.

C. Draft Resolution Regarding Index of Records under the Public Records Act Details: The Washington Administrative Code (WAC) Chapter 44-14 states that local agencies are required by the Revised Code of Washington (RCW) Chapter 42.56.070 to provide an index for certain categories of records. The intent of the index is to make available to the public, a listing of records available from the City. A local agency may opt-out of the indexing requirement if it issues a formal order specifying the reasons it cannot maintain an index. This resolution would allow the City to opt-out of having the required index. The City of Camas is partially compliant with this requirement with the presence of an index on the City website, but not all records are indexed. With the continued efforts of the Clerk's office, and the implementation of records management software in 2018, staff will continue to work toward full compliance.

Presenter: Jennifer Gorsuch, Administrative Services Director

Draft Resolution Relating to Public Records Index

A resolution will be placed on the February 21, 2017 Regular Agenda for Council's consideration.

D. Community Development Miscellaneous and Updates

Details: This is a placeholder for miscellaneous or emergent items.

Presenter: Phil Bourquin, Community Development Director

There were no miscellaneous items or updates.

E. Construction Management Consultant Services for the North Shore Sewer Transmission System Project

Details: OTAK, Inc. is currently under contract to complete design of the North Shore Sewer Transmission System (STS) Project. Design of the project was completed and submitted to the City on February 1, 2017. The anticipated project schedule is to advertise for bids February 16, 2017, open bids on March 16, 2017, and start construction in May 2017. OTAK, Inc. has submitted a scope of work and fee estimate in the amount of \$1,784,982 to provide construction management and inspection services. Through a previously approved Memorandum of Understanding (MOU) with the Camas School District (CSD), a portion of the costs associated with construction of the waterline to support the new Lacamas Heights Elementary will be reimbursed by CSD.

Presenter: Sam Adams, Utilities Manager

North Shore STS Professional Services Agreement
North Shore STS Construction Management Scope
of Work
North Shore STS Construction Management Fee
Estimate

This item was also placed on the February 6, 2017 Consent Agenda for Council's consideration.

F. Consultant Services for Well 17 Preliminary Engineering
Details: Murray, Smith & Associates, Inc. was selected through a Request for
Qualifications (RFQ) process to provide engineering services for the development
of a new well for the City. The City has an interest in developing a new
groundwater source to meet the growing water supply demands and to provide a
more redundant water supply system. This preliminary engineering effort will
evaluate City-identified potential well sites, select a preferred well location, further
evaluate the preferred site to include drilling a new well for capacity testing, and if
successful, obtain the necessary water rights from the Department of Ecology for
final development of the well. It is anticipated this preliminary engineering effort
will take approximately two years to complete.

Presenter: Sam Adams, Utilities Manager

Well 17 Scope of Work
Well 17 Fee Estimate

This item will be placed on the February 21, 2017 Regular Agenda for Council's consideration.

#### G. Downtown Parking Time Limit Revisions

Details: On January 10, 2017, the Parking Advisory Committee met to discuss parking time limit revisions requested by a downtown business owner and City staff. The committee has recommended that Council approve time limit changes in two areas in the downtown core. First, there are two parallel parking spaces in front of the Soap Chest on NE Everett Street that are currently unrestricted (72 hour limit per Camas Municipal Code). It has been recommended that these spaces have a two hour limit. Second, there are six diagonal spaces with a time limit of one hour on NE Franklin adjacent the City staff parking lot on NE 3rd Avenue, near the Building Department. It has been recommended that these spaces have an unrestricted time limit based on the current lack of use. Staff proposed that a resolution adopting these revisions be presented to Council. Presenter: James Carothers, Engineering Manager

# Proposed Parking Time Limit Changes Map

Discussion ensued and staff responded to questions from Council. A resolution will be placed on the February 21, 2017 Regular Agenda for Council's consideration.

H. Forest Home Road Slide Repair Consultant Construction Services Contract Details: Supplement #3 of the contract with PBS (formerly HDJ) adds construction services to the original professional services contract for this project. These services include assistance in construction management administration, engineering, observation and project closeout as detailed in Tasks 11 through 14 of the scope and budget. The additional cost for this supplement is \$58,525. The total contract cost is \$282,572.44. Approximately 86.5% of the project cost is funded by a Federal Highway Administration (FHWA) Emergency Relief (ER) grant. The remaining costs will be covered by the Storm Drainage Fund. Presenter: James Carothers, Engineering Manager

Forest Home Road Slide Consultant Contract
Supplement 3

This item will be placed on the February 21, 2017 Consent Agenda for Council's consideration.

I. Larkspur Consultant Services Contract

Details: This contract with Otak, Inc. is for professional services required to complete the roadway design, prepare documentation and negotiate the needed right-of-way in preparation for the construction of NW Larkspur Street. These improvements will include multimodal access improvements and safety enhancements from Lake Road, north to the anticipated Camas Meadows Drive development roadway extension across the frontages of Parklands and the Village at Camas Meadows. This project is in the 2017 and 2018 budget and is funded by a Washington State Transportation Improvement Board (TIB) grant and by Real Estate Excise Tax (REET) 1 proceeds. The contract budget will be presented on the February 21, 2017 Consent Agenda.

Presenter: James Carothers, Engineering Manager

Larkspur Consultant Scope of Work Draft Larkspur Project Map & Photos

This item will be placed on the February 21, 2017 Consent Agenda for Council's consideration.

J. Public Works Miscellaneous and Updates

Details: This is a placeholder for miscellaneous or emergent items.

Presenter: Steve Wall, Public Works Director

Wall provided an update about the materials and staff time used during the recent snow and ice events.

Wall stated the Lacamas Lane landslide repair is currently out to bid. He also commented about two bid items on the February 6, 2017 Consent Agenda.

Wall informed Council about staff retirements.

K. City Administrator Miscellaneous Updates and Scheduling

Details: This is a placeholder for miscellaneous or scheduling items.

Presenter: Peter Capell, City Administrator

Capell commented about the Engineering staff.

Capell spoke about several current projects, which included the Strategic Planning Process, the Classification and Compensation Study and the review of proposals for Emergency Medical Services (EMS) Delivery Model Consulting Services.

Capell informed Council that the Department Heads are preparing information regarding current and future financial needs.

#### V. COUNCIL COMMENTS AND REPORTS

Hazen commented about the 2017 Council Planning Conference. He stated that he will be attending the Parks and Recreation Commission retreat.

Turk commented about an upcoming Partners with Camas Parks & Recreation Group volunteer event.

Chaney commented about the Classification and Compensation study. He provided an update about the Clark Regional Emergency Services Agency (CRESA) Board meeting and discussion ensued.

Hogan will attend a meeting of the Administrative Committee.

Mayor Higgins commented about the Camas Washougal Economic Development Association (CWEDA) meeting he attended.

Anderson attended a meeting of East County Fire and Rescue (ECFR) and a Joint Policy Advisory Committee (JPAC) meeting. Anderson informed Council that he has been selected to be Vice-Chair of C-TRAN's Board of Directors.

Carter attended the Library Board of Trustees meeting. She will be attending the Downtown Camas Association's (DCA) Board retreat and commented about the DCA's First Friday being rescheduled due to weather.

Smith attended a meeting of the Regional Transportation Council (RTC).

#### VI. PUBLIC COMMENTS

Chris Kralik, 631 NW 18th Loop, Camas, commented about the proposed Utility Tax and street conditions.

#### VII. ADJOURNMENT

The meeting was adjourned at 6:06 p.m.



# CITY COUNCIL REGULAR MEETING MINUTES - DRAFT Monday, February 6, 2017, 6:30 PM City Municipal Center, 616 NE 4th Avenue

#### **SPECIAL MEETING**

#### I. CALL TO ORDER

Mayor Scott Higgins called the meeting to order at 6:30 p.m.

#### II. ROLL CALL

Present: Greg Anderson, Bonnie Carter, Don Chaney, Tim Hazen, Steve Hogan,

Melissa Smith and Shannon Turk

Staff: Pete Capell, Shawn MacPherson, Heather Rowley and Alicia Pacheco

(intern)

Press: No one from the press was present

#### III. EXECUTIVE SESSION

#### A. Property Acquisition

At 6:31 p.m., Mayor Higgins recessed the meeting. The City Council met in an Executive Session regarding property acquisition per RCW 42.30.110(1)(i).

He stated that the Executive Session was scheduled to last approximately 20 minutes. It was held in the Mayor's office at City Hall. Elected officials present were: Mayor Higgins and Council Members Anderson, Carter, Chaney, Hazen, Hogan, Smith and Turk. Others present were City Attorney Shawn MacPherson and City Administrator Pete Capell.

The executive session concluded and Mayor Higgins reconvened the meeting at 6:55 p.m.

#### IV. ADJOURNMENT

The meeting was adjourned at 6:56 p.m.

#### I. CALL TO ORDER

Mayor Scott Higgins called the Regular Meeting to order at 7:00 p.m.

#### II. PLEDGE OF ALLEGIANCE

#### III. ROLL CALL

Present: Greg Anderson, Bonnie Carter, Don Chaney, Tim Hazen, Steve Hogan, Melissa Smith and Shannon Turk

Staff: Pete Capell, Sherry Coulter, Sarah Fox, Jennifer Gorsuch, Cathy Huber Nickerson, Shawn MacPherson, Robert Maul, Heather Rowley, Steve Wall and Alicia Pacheco (intern)

Press: Dawn Feldhaus, Camas-Washougal Post Record; Adam Littman, The Columbian

#### IV. MOTION BY COUNCIL

A. Lacamas Creek Communities Settlement Agreement Regarding the Sewer and Temporary Construction Easement for the Lacamas North Shore Sewer System.

It was moved by Council Member Turk, seconded by Council Member Hogan, to approve the settlement agreement with Lacamas Creek Communities regarding the sewer and temporary construction easement for the Lacamas North Shore Sewer System project and to direct the City Attorney to draft all necessary documents to effect the settlement terms. The motion carried unanimously.

#### V. PUBLIC COMMENTS

Carl Culley, 2025 NE Goodwin Road, Camas, commented about the Lacamas Creek Communities settlement.

#### VI. CONSENT AGENDA

A. Approved the minutes of the January 3, 2017 Camas City Council Meeting and Workshop minutes, and the minutes of the January 27 and 28, 2017 City of Camas Annual Planning Conference.

January 3, 2017 Camas City Council Regular Meeting Minutes - Draft January 3, 2017 Camas City Council Workshop Meeting Minutes - Draft January 27, 2017 Camas City Council Annual Planning Conference Meeting Minutes - Draft.pdf January 28, 2017 Camas City Council Annual Planning Conference Meeting Minutes - Draft.pdf

- B. Approved automated clearing house and claims checks numbered 132051 to 132139 and 132140 to 132208 in the amount of \$1,666,280.60. Approved automated clearing house and claims checks numbered 132224 to 132383 in the amount of \$498,610.35. Approved automated clearing house, direct deposit and payroll checks numbered 7205 to 7222 and payroll accounts payable checks numbered 132210 through 132223 in the amount of \$1,883,979.93. Approved electronic payments for the month of January in the amount of \$230,155.66.
- C. Authorized the write-off of the December 2016 Emergency Medical Services (EMS) billings in the amount of \$68,518.92. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (Submitted by Pam O'Brien)
- D. Authorized the 2016 write-off of uncollectable Emergency Medical Services (EMS) billings held by a collection agency in the amount of \$155,173.03. These accounts represent billings from 2012 2014 that have not received payment through collection. (Submitted by Pam O'Brien)
- E. Authorized the yearly write-off of parking tickets in the amount of \$3,609.55. This represents parking tickets prior to 2016 deemed as uncollectible. (Submitted by Pam O'Brien)
- F. Authorized the Fire Department to list as surplus a 1992 Spartan fire engine that no longer meets safety requirements or certification tests. This item was discussed during the January 3, 2017 Council Workshop. (Submitted by Nick Swinhart)
- G. Authorized the Fire Department to list as surplus a 2001 Ford E450 ambulance with mileage of 173,889, which is beyond its useful lifespan as a front line transport ambulance. This item was discussed during the February 6, 2017 Council Workshop. (Submitted by Nick Swinhart)
- H. Authorized the Mayor to sign a professional services proposal with Greenworks,
   P.C. in the amount of \$66,701 for Crown Park Master Plan and Pool Audit.
   (Submitted by Jerry Acheson)
  - Crown Park Master Plan and Pool Audit Proposal
    Crown Park Proposal Tasks Breakdown
- I. Authorized the Mayor to sign professional service agreement with Otak, Inc. for construction management services for the North Shore Sewer Transmission System (STS) in the amount of \$1,784,982. (Submitted by Sam Adams)

- North Shore STS Professional Services Agreement
  North Shore STS Construction Management Scope
  of Work
  North Shore STS Construction Management Fee
  Estimate
- J. Authorized the Mayor to sign a contract with High Cascade, Inc. for the Jones 2017 Timber Sale in the amount of \$371,908.60 to be paid to the City. (Submitted by Sam Adams)
  - Jones 2017 Timber Sale Contract Jones 2017 Timber Sale Bid Tab
- K. Authorized Pay Estimate No. 4, Final, to McDonald Excavating, Inc. for the Water Transmission Main Phase 2 Project, a portion of the 544' Zone Water Main and Treatment Projects, in the amount of \$41,091.61 for work through December 17, 2016, and accepted the project as complete. This project is part of the original Washington State Department of Health (WSDOH) Drinking Water State Revolving Fund (DWSRF) Loan scope and was completed within the budget. The final pay estimate total was 1.5% under the awarded construction bid. The final expenditures detail spreadsheet is attached. (Submitted by James Carothers)
  - Water Transmission Main Phase 2 Pay Estimate 4
    <u>Final</u>
    Water Transmission Main Phase 2 Expenditure
    Summary
- L. Awarded the Pacific Rim Boulevard Roadway Illumination project to Northeast Electric, LLC in the amount of \$682,000 and authorized administrative execution of change orders up to 10 % of the total bid. This project is funded by the General Obligation (GO) Bond as part of the Street Light LED Projects and was included in the 2016 Budget. Funds will be allocated in the 2017 Budget in the next omnibus. (Submitted by James Carothers)
  - Pacific Rim Blvd Illumination Bids

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

#### VII. NON-AGENDA ITEMS

A. Staff

There were no comments from staff.

B. Council

Carter reminded everyone that the Downtown Camas Association (DCA) First Friday event had been rescheduled due to inclement weather.

#### VIII. MAYOR

- A. Announcements
- B. Mayor's Volunteer Spirit Award
  - January 2017 Kris Cavin

Mayor Higgins presented Kris Cavin with a Volunteer Spirit Award.

C. Camas High School (CHS) Athletic Proclamations

Yacine Guermali Appreciation Day Proclamation
CHS Girls Soccer Team Appreciation Proclamation
January 2017
CHS Football Team Appreciation Proclamation
January 2017

Mayor Higgins commented about the proclamations that were presented to Yacine Guermali, the CHS girls' soccer team and the CHS football team during a ceremony held at CHS on January 19, 2017.

D. Recognition of 20-Year Anniversary for Council Member Greg Anderson Details: Greg Anderson celebrated 20 years of service with the City of Camas on February 10, 2017.

Presenter: Scott Higgins, Mayor

Mayor Higgins commented about Anderson's contributions to the City and presented him with his 20-year service pin.

#### IX. MEETING ITEMS

A. 2017 Camas City Council and Citizen Committee Appointments

2017 Camas City Council Committee Appointments
 2017 Camas Citizen Appointments

It was moved by Council Member Smith, seconded by Council Member Carter, that the revised Camas City Council and Citizen Appointments be approved. The motion carried unanimously.

B. Public Hearing for Minor Amendments to Camas Municipal Code (CMC) Title 16 - Environment

Details: As part of a periodic code improvement project, the proposed minor amendments to Title 16 - Environment of the Camas Municipal Code (CMC) include updates to state law, corrections to typos, or to clarify sections that may have been challenging to administer since the past review cycle. Staff provided a report to summarize the proposed CMC amendments. The Planning Commission held a public hearing on December 20, 2016, and recommended that the

amendments be forwarded to City Council for approval.

Presenter: Sarah Fox, Senior Planner

Staff Report to Council

Exhibit 1 - Draft CMC Title 16

Exhibit 2 - Current CMC Title 16

Exhibit 3 - Joe Turner Response to SEPA

Mayor Higgins opened and closed the public hearing at 7:26 p.m. No one from the public wished to speak.

It was moved by Council Member Smith, seconded by Council Member Hogan, that the amendments to Title 16 - Environment be approved and to direct the City Attorney to draft an ordinance to be placed on a future agenda for Council's consideration. The motion carried unanimously.

#### X. PUBLIC COMMENTS

No one from the public wished to speak.

Mayor Higgins commented about February being Women's Heart Health Month.

#### XI. ADJOURNMENT

The meeting was adjourned at 7:30 p.m.

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.

#### **AGREEMENT**

#### FOR

# PROFESSIONAL ENGINEERING SERVICES

#### **FOR**

#### WELL 17 PRELIMINARY ENGINEERING CITY OF CAMAS CLARK COUNTY, WASHINGTON

THIS AGREEMENT AND CONTRACT, made and entered into at Camas, Washington this
day of, by and between the City of Camas, Clark County, State
of Washington, and MURRAY, SMITH & ASSOCIATES, INC., a firm of engineers duly
authorized to perform engineering services in the State of Washington:

#### WITNESSETH THAT:

WHEREAS, the City of Camas desires to retain an engineer to provide professional engineering services to/for <u>Well 17 Preliminary Engineering</u> and,

WHEREAS, the City of Camas has selected Murray, Smith & Associates, Inc. to provide such professional engineering services, and,

WHEREAS, Murray, Smith & Associates, Inc. does offer to provide said professional services, NOW, THEREFORE,

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

#### **ARTICLE I – DEFINITIONS**

Whenever the term "Client" is used herein, it is understood to mean the City of Camas, Clark County, State of Washington, or its authorized officer(s), and the term "Engineer" means Murray, Smith & Associates, Inc. or its authorized representative(s).

#### ARTICLE II – OBLIGATIONS OF THE ENGINEER

The professional engineering services to be performed by the Engineer under this agreement are described as follows:

- 1. Description of Services
  - a. Basic Engineering Services (The Engineer will provide engineering services for the Well 17 Preliminary Engineering project as described in "Exhibit A" Scope of Work which is attached.)
  - b. Additional Services It may be necessary to provide additional services that may include special engineering work or additional services beyond the services described

above. If requested by the Client, the Engineer agrees to perform the additional services that cannot be fully described at this time. Such services may include, but are not limited to, field investigations, special technical studies, financial consultations and rate studies, facilities planning, preliminary and final designs, project/construction management, and surveying.

- 2. Standard of Practice In the performance of professional services, the Engineer will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the engineering profession practicing in the same or similar locations and no warranties, expressed or implied, are made or intended in any of the Engineer's proposals, contracts, or reports.
- 3. Insurance The Engineer shall maintain in its name insurance coverage, subject to limitations and exclusions, for claims against it under the Workers' Compensation Act and claims for bodily injury, death or property damage which might arise from the performance of its services under this Agreement. Certificates evidencing such insurance and the amounts thereof will be furnished upon request.
- 4. Special Services There may be certain special services desired by the Client beyond those listed herein. The type and extent of all such special services cannot be determined at this time. However, the Engineer agrees to assist the Client and perform such special services as the Client may require, all in order that the Client can best accomplish its objectives.
- 5. Services During Construction If so agreed, the Engineer will provide general observation of the contractor's work on behalf of the Client to the extent agreed by periodic visits to the site of the project to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the contract documents. On the basis of these visits, the Engineer will keep the Client informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in the work of the contractor(s) and may advise the Client to reject work or materials that fail to conform to contract requirements. Visits to the construction site and observations made by the Engineer shall not relieve the contractor of its obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the contract documents, and shall not relieve the construction contractor of its full responsibility for all construction means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the work under the construction contract and for all safety precautions incidental thereto.
- 6. Construction Observation If so agreed, the Engineer will furnish the services of an onsite construction representative(s) to provide observation of the work of the contractor during the period of construction. The construction representative will make out periodic reports of construction progress and will prepare monthly estimates as the basis for payments to contractor as construction proceeds. The construction representative will endeavor to guard the Client against defects and deficiencies in the work of the contractor and help determine if the provisions of the contract documents are being fulfilled. On-

site construction observation will not, however, cause the Engineer to be responsible for those duties and responsibilities which belong to the contractor and which include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions incidental thereto, and for performing the construction work in accordance with the contract documents. The Engineer will report to the Client observed deviations from the requirements of the contract documents. The Engineer will facilitate a final inspection of the constructed project and will make recommendation to the Client regarding substantial completion and final project acceptance.

- 7. Shop Drawing Review If so agreed, the Engineer will perform shop drawing and submittal review. The Client and the Engineer agree that effective review of shop drawings is important, and the Client encourages the Engineer to develop a procedure that is properly funded to promote effective implementation. The Client agrees that the Engineer shall review shop drawing submissions solely for their conformance with the Engineer's design intent and conformance with the requirements of the construction documents. The Engineer shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility. The Client warrants that the contractor shall be made aware of his or her responsibilities to review shop drawings in these respects before submitting them to the Engineer, and that the contractor will further be advised of the need to adhere to the shop drawing submission schedule furnished to it by the Engineer, the need to call any variations to the Engineer's attention, and such other requirements and responsibilities as may be identified in construction documents prepared by the Engineer.
- 8. Record Drawings If so agreed and upon substantial completion of the work, the Engineer shall provide the Client a set of record drawings based on information provided by the contractor which illustrate the reported location of work and reported materials and equipment installed. In that record drawings are based on information provided by others, the Engineer cannot and does not warrant their accuracy.

#### ARTICLE III – OBLIGATIONS OF THE CLIENT

- 1. Authorization Unless provided otherwise elsewhere in this Agreement, the execution of this Agreement will constitute authorization for the Engineer to proceed with the work.
- 2. Information Provided by Client In order to facilitate the work to be performed by the Engineer, the Client shall furnish to the Engineer all information available to the Client having a bearing on the work. It may be necessary during the work of the Engineer to locate and expose underground utilities and/or structures. The Client shall cause such excavation and incidental work connected therewith to be done at no cost to the Engineer. The Client shall provide the Engineer all labor, equipment and materials to assist in accomplishing system operations if so required.

- 3. Client to Provide Legal Access The Client shall provide to the Engineer or the Engineer's representatives legal access to the properties which are necessary in performance of the work. Client shall provide access for the Engineer to these properties for the making of measurements and obtaining details for work to be performed by the Engineer.
- 4. Miscellaneous Project Related Fees The Client shall pay the costs of advertisements for construction bids, checking and inspection fees, assessment fees, soils engineering fees, materials testing fees, aerial topography fees, fees for permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
- 5. Payments to the Engineer For services provided under Article II, Paragraph 1a, the Client shall pay the Engineer on a time and expenses basis under the provisions of the Engineer's current standard Schedule of Charges in effect at the time services are performed for a total fee not to exceed \$156,650. The Engineer's current standard Schedule of Charges is attached as Exhibit B. The Engineer shall provide services under Article II, Paragraph 1 on a mutually agreeable basis.
- 6. Invoices Monthly invoices will be issued by the Engineer for all work performed under this Agreement. Invoices are due and payable on receipt. Interest at the rate of 1-1/2% per month will be charged on all past due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal.

#### **ARTICLE IV - GENERAL**

The Client and the Engineer agree that the following provisions shall be part of their agreement:

- 1. Assignment of Contract Neither the Client nor the Engineer shall assign its interest in this Agreement without the written consent of the other.
- 2. Hazardous Materials Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Client and the Engineer agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a re-negotiation of the scope of work or termination of services. The Client agrees to compensate the Engineer for the additional cost of working to protect employees' and the public's health and safety as might be associated with such hazardous conditions. In addition, the Client waives any claim against the Engineer, and agrees to defend, indemnify and save the Engineer harmless from any claim or liability for injury or loss arising from the Engineer's discovery of unanticipated hazardous materials or suspected hazardous materials. The Client also agrees to compensate the Engineer for any time spent and expenses incurred by the Engineer in defense of any such claim.
- 3. Changes to Plans and Specifications by Others In the event that any changes are made in plans and specifications by the Client or persons other than the Engineer which affects the Engineer's work, any and all liability arising out of such changes is waived as against

the Engineer, and the Client assumes full responsibility for such changes unless the Client has given the Engineer prior notice and has received from the Engineer written consent for such changes.

- 4. Delays The Engineer shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond the Engineer's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of the Client or Client's agents to furnish information or to approve or disapprove the Engineer's work promptly, or due to late, slow, or faulty performance by the Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of the Engineer's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
- 5. Unauthorized Reuse of Documents All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Engineer as instruments of service shall remain the property of the Engineer. Reuse of any drawings, specifications and other work product of the Engineer by the Client on extensions of this project or any other project without written permission of the Engineer shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses arising out of such unauthorized reuse by the Client or by other's acting through the Client.
- 6. Contractor's Responsibility for Project and Safety The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for projects, including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours.
- 7. Insurance Provided by Construction Contractor Construction specifications prepared by the Engineer may include standard provisions for insurance coverages to be provided to the Client by the construction contractor. Since the Engineer is not qualified to advise on insurance matters, the Client agrees to review those provisions prior to the bidding process with its insurance advisor and to notify the Engineer of changes to be made, if any, to these provisions.
- 8. Time Schedule The Engineer shall begin work within a mutually agreeable time after execution of this Agreement and shall diligently prosecute the work to meet the time schedule agreed upon by the Client and the Engineer.
- 9. Quantity Estimates and Opinion of Construction Costs The Engineer will prepare estimates of the materials to be furnished and work to be done. Any opinion of the construction cost prepared by the Engineer represents its judgment as a design professional and is supplied for the general guidance of the Client. Since the Engineer has no control over the cost of labor and materials, or over the competitive bidding or

- market conditions, the Engineer does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to the Client.
- 10. Americans With Disabilities Act The American Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA may be subject to various and possibly contradictory interpretations. The Engineer, therefore, will use its reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Engineer, however, cannot and does not warrant or guarantee that the Client's project will comply with all potential interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules codes, ordinances and regulations as they apply to the project.
- 11. Dispute Resolution All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be subject to mediation as adopted and described by the American Arbitration Association. The parties further agree that the Client will require, as a condition for participation in the project and their agreement to perform labor or services that all contractors, subcontractors, and material persons shall agree to this procedure.
- 12. Services Exclusively for Client Services provided within this Agreement are for the exclusive use of the Client.
- 13. Severability The Client and the Engineer have entered into this Agreement of their own free will to communicate to one another mutual understandings and responsibilities. Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and the Engineer will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision. In the event that an invalidated provision would otherwise have required the Client to compensate the Engineer, as to honor an indemnification or for any other reason, the amount of money in question shall automatically be considered an additional fee due to the Engineer, irrespective of the invalidity of the provision in question.
- 14. Termination of Agreement The Client may terminate this Agreement for reasons identified elsewhere in this Agreement, or for any other reasons which may arise. In the event such termination becomes necessary, the Client shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. The Client shall within thirty (30) calendar days of termination pay the Engineer for services rendered prior to termination and costs incurred, as a result of termination itself, such as demobilizing, modifying schedules, and reassigning personnel. Such payment shall be based insofar as possible on the amounts specifically established in this Agreement, or, where the Agreement cannot be applied, on the basis of the

Engineer's current Standard Schedule of Charges. The Engineer may terminate this Agreement upon giving the Client fourteen (14) calendar days prior written notice due to breach by Client of any material term of this Agreement, including but not limited to the payment terms, or changes in the material conditions under which the Agreement was entered into coupled with a failure of the parties to negotiate an accord regarding the fees, changes, schedules relating to those changes.

- 15. Survival All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Engineer shall survive the completion of the services hereunder and the termination of this Agreement.
- 16. Extent of Agreement There are no understandings or agreements except as herein expressly stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respectively authorized officers or representatives.

	CITY OF CAMAS
Date	By: Scott Higgins, Mayor
	MURRAY, SMITH & ASSOCIATES, INC.
Date	By: Kevin Thelin, Vice President

# MURRAY, SMITH & ASSOCIATES EXHIBIT A - SCOPE OF WORK CITY OF CAMAS WELL 17 PRELIMINARY ENGINEERING

#### **Background**

The City of Camas (City) has an interest in developing a new groundwater source to meet its growing water supply demands and provide for a more redundant water supply system. Over the last 10 years, the City has been experiencing average annual growth of approximately 230 new housing units. The City anticipates this current growth rate to continue into the near future. The majority of this growth is occurring in the western portion of the City, within the water system 542/544 pressure zone. The City is proposing to develop its newest groundwater well, Well 17, to supply this pressure zone.

This preliminary engineering effort will evaluate City-identified potential well sites, select a preferred site, further evaluate the preferred site to include drilling a well for capacity testing, and if successful, obtaining the necessary water rights for development of the well as a municipal water source. Pacific Groundwater Group (PGG) will continue previous Well 17 groundwater investigation and permitting efforts, taking the lead with hydrogeologic and water rights permitting.

#### **Project Schedule**

It is anticipated that the initial well siting evaluation, drilling and testing of the well, and preparation of the water right application in accordance with the Ecology cost-reimbursement agreement program with take 12 months. An additional 8 months is anticipated for final Ecology issuance of the water right permit. For the purpose of this scope and budgeting, it is assumed all work will be completed in 20 months.

#### **Scope of Work Tasks**

#### **Task 1: Project Management**

Work under this task includes managing the subconsultant team to maintain the project schedule and budget, providing Quality Assurance/Quality Control (QA/QC) of deliverables and preparing and submitting monthly invoices along with progress reports and schedule updates. Project activities will be monitored for potential changes and, with City approval, project tasks, task budgets and approaches will be modified to keep the overall project within budget and on schedule. This task also includes similar project management tasks for PGG, including additional communication with the City, Washington Department of Ecology (Ecology), Washington Department of Health (Health), Clark County Public Health (CCPH) and Washington Department of Fish and Wildlife (WDFW) that may be required.

#### Task Deliverables

- Monthly invoice and status report
- Meeting agenda and minutes

#### **Assumptions**

- Project duration of 20 months assuming successful test well and processing of the water right application through the Ecology cost-reimbursement agreement program.
- A total of 6 coordination meetings with City staff including project kickoff, Ecology pre-application, site evaluation and preferred site selection, well location coordination and test well evaluation and preparation of Ecology cost-reimbursement agreement.

#### Task 2: Identify Preferred Location for Well 17 Site

Work under this task includes identifying and evaluating potential well sites and selecting a preferred site for further detailed evaluation and test well siting under Task 3.

Potential sites include the Underwriters Laboratory (UL) property along NW Lake Road, City-owned properties near the UL site, and the Lacamas Shores Homeowners Association (LSHA) green belt next to Lacamas Lake. Other potential sites on the west side of Lacamas Lake will also be identified for consideration, up to a total of 6 sites. This task assumes the City will lead coordination efforts with all private property owners as to the potential interest/feasibility in developing a well on their property.

#### Subtask 2.1: Develop Overall Study Area Map and Perform Pre-Screening

Work under this subtask includes reviewing the overall study area for potential sites and performing a pre-screening of the identified sites. A study area map will be developed that identifies the location of potential well sites and known constraints to include estimated hydrogeologic limits, wetland and environmental areas as identified by GIS, and city-owned properties.

Identified potential sites will have a "windshield survey" conducted to further identify fatal flaws. Depending upon the outcome of the pre-screening, approximately 3 to 6 sites will be selected for further evaluation.

#### Subtask 2.2: Develop Site Selection Criteria

Under this subtask, based on coordination with City staff, site selection criteria will be developed. Potential criteria will include, but not be limited to, the following:

- Land ownership and parcel size
- Existing / proposed land uses, development considerations and permitting requirements
- Proximity to existing water system infrastructure including distribution system piping
- Archaeological resource potential
- Existing environmental conditions and permit requirements
- Potential source vulnerability to contaminants
- Hydrogeologic suitability and water rights risks
- Cost considerations including land acquisition, permitting, and construction of on-site and required off-site facilities

#### Subtask 2.3: Site Evaluation and Preferred Site Selection

Under this subtask, the selected sites from Subtask 2.1 will be evaluated. This feasibility analysis will provide a side-by-side comparison of all sites, identifying risks and potential fatal flaws at each location, and budget level cost considerations for each site as outlined in Subtask 2.2. Specific considerations will include:

- Site access, piping requirements and site issues
- PGG will review hydrogeologic information and assess the relative rates of potential streamflow capture from Lacamas Creek upstream of the lake
- Archaeological Services (ASCC) will complete an archaeological assessment of the
  potential sites including background research and literature review to assess the
  archaeological potential at each location.
- BergerABAM (BA) will complete a high-level overview of land use planning, permitting and environmental condition considerations
- Industrial Systems (IS) will coordinate CPU electrical service availability and requirements for providing power based on estimated pump horsepower, treatment equipment and building electrical loads
- Coordination with the City's water system planning consultant, Carollo Engineering, regarding required system integration and costs

A draft memorandum documenting the site evaluation criteria, updated study area map identifying potential sites and site evaluation matrix will be submitted to the City for review. Based on the application of the site selection criteria and discussions with City staff, a preferred site will be identified for further evaluation and siting of the test well under Task 3.

#### Task Deliverables:

• Draft and Final Site Selection Evaluation memorandum.

#### Assumptions:

- City will identify city owned properties in the study area available for possible well development.
- City will meet with private property owners to assess the feasibility of developing a well on individual properties.
- The City will coordinate and pay for water quality sampling and testing from the nearby Vanport Well for WDOH regulated contaminants and water quality data required to determine the need for water treatment facilities.
- PGG will review available hydrogeologic information for areas along the west side of Lacamas Lake in proximity to potential well sites including published studies, water well reports from the Department of Ecology, City-provided information, and previous project records. Relative rates of potential streamflow capture from Lacamas Creek upstream of the lake will be based on previous modeling work. Possible approaches to maximize the use of the Kunze Farm water rights as mitigation will be considered.
- BA will determine the general extent of wetlands, streams and/or fish and wildlife
  habitat conservation areas based on the review of existing documentation and
  windshield survey of the potential sites.

#### Task 3: Preferred Site Evaluation and Testing

Work under this task includes further detailed evaluation of the preferred well site and drilling the test as outlined in the following tasks:

Subtask 3.1: Preferred Well Site Evaluation and Approvals

Following the Task 2 preferred well site selection, additional archaeological evaluation and planning / permitting will be completed as follows:

- ASCC will complete an archaeological predetermination of the preferred site including a surface investigation (no greater than 1 acre), subsurface investigation to include up to 3 shovel test probes, background research and thorough review of available records, documentation, maps and other pertinent literature. The final report will be distributed to DAHP, the City and relevant tribes.
- BA will complete a shorelines and/or critical areas exemption application, including the completion of the application forms and letter requests.

Once the water right application is submitted/amended (see Task 4.1), Ecology will issue a Preliminary Permit to drill and test a production well at the site. This permit will include provisions to satisfy regarding the drilling and testing of the well which will be incorporated into the drilling plan.

Work under this subtask will include PGG coordination with the Department of Health (Health) and Clark County Public Health (CCPH) to complete required site reviews.

Subtask 3.2: Phase 1 Environmental Site Assessment (ESA)

A Phase 1 ESA to be completed by GRI will be performed on the preferred well site as required, particularly if the site has existing or a history of past development. If the preferred site is located on a City owned property with no documented previous development of potential contamination risk, the City may determine an ESA is not required. The ESA will evaluate whether the potential exists for soil and/or groundwater contamination on the property and whether additional assessment would be warranted to evaluate this risk. The Phase 1 ESA will include a review of current and historical uses of the site and adjacent areas, review of government agency files for records of contaminant sources in the vicinity as outlined in ASTM E 1527-13, a physical reconnaissance of the site and visual survey of neighboring properties, and evaluation of the hydrogeologic setting of the site. Information gathered will be compiled in a report that will include conclusions regarding the risk of contamination at the site and recommendations for additional work that might be warranted.

Subtask 3.3: Test Well Contract Document Preparation, Drilling, and Testing

Following well site approval, PGG will prepare a well drilling plan and a set of technical specifications that describe the well construction and testing. The specifications will become the basis for the City to solicit bids from qualified well drilling contractors. The selected drilling company will be contracted directly to the City. PGG will act as the City's field representative during the well drilling and testing.

Based on current information, the proposed well will likely target the same zone in which the nearby Vanport Manufacturing well was completed. This well produced approximately 500 gpm and may have hydraulic connection to Lacamas Lake (which will be important for

maximizing yield and limiting the mitigation requirements). Given the differences in elevation between the Vanport site and a site that the City might use up the hill (about 140 feet difference), drilling to at least 300 feet is probable. It is anticipated that a 12-inch diameter well installed using air-rotary drilling techniques and a sand-packed screen design will be used. A successful well might be able to provide up to 500 gallons per minute (gpm).

MSA will work with PGG to select the final well location on the project site that meets the City's immediate and future operational needs. A preliminary site layout and concept plan will be developed for City review. Depending upon the well operational and treatment needs, site access, vehicle turnaround, and building requirements may vary.

During well construction, PGG staff will oversee the well construction and be present for key portions of the drilling process, primarily the target aquifer zone. PGG will keep close contact with the well drilling contractor throughout the drilling to ensure gathering the needed information concerning the geology encountered and that representative samples are collected. Based on the results of drilling, a screen assembly will be designed for the contractor to install. The design will be reviewed by the contractor and the City prior to ordering the screen materials. Once the contractor has placed the screen and successfully exposed it to the target aquifer, the development of the well screen will be coordinated to help maximize well efficiency and minimize sand production.

The well will be tested in accordance with the requirements of Ecology's Preliminary Permit and, if the well is expected to be sufficient as a future supply source, testing will also meet Health and CCPH guidelines. Short-term testing at various pumping rates to select a final production rate, followed by a long-term test of up to 24 hours in duration is anticipated. Water level measurements will be collected by hand and using electronic transducers throughout the testing period. Water level records will also be collected for a few days before and after testing, if feasible.

#### Task Deliverables

- Phase 1 Environmental Site Assessment
- Archaeological predetermination report
- Shorelines and/or critical areas exemption application
- Final well drilling and testing project report for DOH source approval

#### **Assumptions**

- The City will pay all permit fees including, but not limited to, County and Health.
- For a preferred site that is not already City-owned, the City will secure all required right of entry agreements, or easements as required, and assist with property access for required site inspections. Boundary survey, easement exhibits and/or legal descriptions are not included in this scope of work.

- Completion of the test well is SEPA exempt.
- The test well will be located outside of wetlands and USACE regulated waters. A
  Joint Aquatic Resource Permit Application and critical areas report will not be
  required.
- City will work with PGG to solicit bids from qualified well drilling contractors

#### Task 4: Water Rights Assistance

#### Subtask 4.1: Water Right Applications Submittal

Work under this subtask includes holding a pre-application meeting with Ecology staff to discuss the selected well site, the modeled impacts, and a preliminary mitigation plan. This meeting will provide the technical and regulatory issues pertinent to the water right processing. Potential approaches include filing a new application, or requesting an amendment to the pending application G230019 to change the point of withdrawal from the Camas Meadows Golf Course to the newly selected site for Well 17.

If a new water right will be requested, PGG will prepare an *Application for Water Right* with supporting information (maps, public notice, and cover letter) for the selected Well 17 location. An amendment of the currently pending application will likewise require updates to the supporting information to support the new site.

#### Subtask 4.2: Prepare Phase 1 CRA Report

Work under this subtask is contingent upon drilling a successful well. Work will include processing the water right application using Ecology's cost-reimbursement agreement (CRA) program. Work will include PGG preparing a Phase 1 CRA report that details the results of well drilling and testing and outlines proposed mitigation to offset projected impacts from use of the well.

The Phase 1 report will include a summary of the hydrogeologic setting, analysis from the well testing, identification of senior applicants in the affected basin (if any), a review of processing considerations such as consistency with the Instream Flow Rule (WAC 173-528) and Ecology's 4-part test for permit issuance, and the proposed mitigation plan. A preliminary scope of work for the Phase 2 CRA processing task will be provided.

It is anticipated that the City may need to offer two forms of mitigation to address regulatory concerns and impacts to Lacamas Creek. The Kunze Farm water rights will likely be sufficient to address streamflow capture impact upstream of Lacamas Lake. In addition, the City will likely need to address streamflow capture impacts to the lake since Lacamas Creek is closed to further appropriation above its confluence with the Washougal River (WAC 173-

528-070). Work may include working with the City to find water rights to transfer to a trust program to address any residual concerns on regulated water bodies in proximity to Well 17. The Phase 1 report will be coordinated with the City and Ecology as needed. *Subtask 4.3: Coordinate Phase 2 CRA Processing of Permit* 

It is anticipated that Ecology will require the Phase 2 CRA investigation be accomplished by another Ecology-approved contractor. Work under this subtask includes assisting the City in selecting a CRA contractor to complete the processing. This contractor will author a Report of Examination (ROE) for Ecology's review and concurrence. Work includes assisting as needed with ROE development and reviews, coordinating outreach to other stakeholders (such as the WDFW), and recommending corrections or additions to the City's mitigation plan if the processing identifies deficiencies that need to be addressed.

#### Task Deliverables

- Phase 1 CRA Report
- Final Water Right Permit Application

#### **Assumptions**

- Up to one meeting for the Phase 1 CRA task with the City to discuss water right mitigation.
- Up to one meeting for the Phase 2 CRA task with Ecology and the Ecology approved contractor.
- City will pay all costs associated with the Ecology water right cost reimbursement agreement processing.

#### **Proposed Budget**

It is proposed that the above-described work be accomplished on a time and expense basis not to exceed \$156,650 as summarized in the attached Fee Estimate.

#### WELL 17 PRELIMINARY ENGINEERING CITY OF CAMAS, WASHINGTON FEE ESTIMATE

				ESTIMATED FEES											
	Principal Engineer I	Professional Engineer V	Engineering Designer I	Technician IV	Administrative I	Hours	Labor	Subconsultants					Subconsultant Total	Expenses	Total
	\$191	\$148	\$110	\$134	\$77			Berger/	Arch.	PGG	GRI	Industrial	Totai		
								ABAM	Services			Systems			
Task 1 - Project Management	40	48			4	92	\$ 15,052			\$ 13,772			\$ 13,772		
Task 1 Subtotal	40	48	0	0	4	92	\$ 15,052	\$ -	\$ -	\$ 13,772 \$	-	\$ -	\$ 13,772	\$ 100	\$ 28,924
Task 2 - Identify Preferred Location for Well 17 Site						0	e .						\$	s -	\$
Task 2.1 - Develop Overall Study Area Map and Perform Pre-Screening	8	16	4	8		36	\$ 5,408			\$ 2,167			\$ 2.167		\$ 7.754
Task 2.2 - Develop Site Selection Criteria	8	12				20	\$ 3,304			\$ 1.804			\$ 1,804		\$ 5,108
Task 2.3 - Site Evaluation and Preferred Site Selection	12	48	8	4	4	76	\$ 11,120	\$ 10.171	\$ 2,200	\$ 3,982		S 440	\$ 16,793	s 72	\$ 27,985
Task 2 Subtotal	28	76	12	12	4	132	\$ 19,832	\$ 10,171	\$ 2,200	\$ 7,953 \$		\$ 440	\$ 20,764	\$ 251	\$ 40,847
Task 3 - Preferred Site Evaluation and Testing						0	\$ -						\$ -	\$ -	\$ -
Task 3.1 - Preferred Well Site Evulation and Approvals	4	8				12	\$ 1,948	\$ 6,480	\$ 1,485	\$ 2,464			\$ 10,429		\$ 12,377
Task 3.2 - Phase 1 Envioronmental Site Assessment	2	2				4	\$ 678			\$	2,970		\$ 2,970		\$ 3,648
Task 3.3 - Test Well Contract Document Preparation, Drilling, and Testing	16	40	8	8	8	80	\$ 11,544			\$ 40,216			\$ 40,216		
Task 3 Subtotal	22	50	8	8	8	96	\$ 14,170	\$ 6,480	\$ 1,485	\$ 42,680 \$	2,970	\$ -	\$ 53,615	\$ 160	\$ 67,945
Task 4 - Water Rights Assistance						0	e						¢	s -	¢
Task 4.1 - Water Right Applications Submittal	4	2				0	s 1.060			\$ 4.345			\$ 4,345	-	\$ 5,405
Task 4.1 - Water Right Applications Submittal  Task 4.2 - Prepare Phase 1 CRA Report	4	2		-		4	\$ 1,060 \$ 764			\$ 4,345 \$ 8,954			\$ 4,345 \$ 8,954		\$ 5,405 \$ 9,718
Task 4.3 - Coordinate Phase 2 CRA Processing of Permit	4					4	\$ 764 \$ 764			\$ 3,047			\$ 8,934 \$ 3.047		\$ 3,811
Task 4.5 - Coordinate Flase 2 CRA Flocessing of Fernint  Task 4 Subtotal	12	2	0	0	0	14	\$ 2.588	s .	s -			s .			\$ 18,934
Augu 7 Dilutumi	12				· ·	14	9 2,500	,	φ -	9 10,540 9	-	<b>y</b> -	\$ 10,540	, -	\$ 10,754
TOTAL - ALL TASKS	102	176	20	20	16	334	\$ 51,642	\$ 16,651	\$ 3,685	\$ 80,751 \$	2,970	\$ 440	\$ 104,497	\$ 511	\$ 156,650

# **Professional Services Agreement**



**Project** 

Client

808 SW Third Avenue, Suite 300 Portland, OR 97204-2426 (503) 287-6825 www.otak.com

Suite 300 Location and 2204-2426 Description

Date

Larkspur Street Improvements	Project #	18218		
City of Camas	<del></del>			
616 NE 4 <sup>th</sup> Avenue, Camas, WA 98	3607			
Camas, WA				
Professional Services				
February 14, 2017, as revised Febru	ary 15, 2017			

#### Terms and Conditions

- 1. This Professional Services Agreement ("Agreement") is entered into between Client and the Otak entity specified on the signature line below ("Otak"). Otak agrees to furnish and perform those professional services specified in the attached Exhibit A, Scope of Work dated February 20, 2017.
- 2. Client agrees to compensate Otak for the professional services provided monthly on a time and materials basis in the amount of \$473,511 to be invoiced monthly based on work completed. The estimated fee will not be exceeded without prior written authorization. In-house direct expenses will be invoiced on a cost plus five (5%) percent basis and are included in the contract amount. Out sourced/subconsultant expenses will be invoiced on a cost plus five (5%) percent basis and are included in the contract amount. Copies of expense vouchers are not provided with the invoices.
- 3. Upon execution of this Agreement, Client shall pay Otak \$0.00, to be applied against the last invoice(s).
- 4. Only those items specifically identified in the attached scope of work are included in the estimated fees. If the project is materially changed, or if Client desires other professional services not already included in this Agreement, then additional compensation shall be paid to Otak, which shall be subject to negotiation by both parties. The terms of the Agreement shall apply to such additional services.
- 5. All invoices are payable within thirty (30) days of receipt of such invoices. Failure to pay an invoice when due shall constitute default, and interest at eighteen (18%) percent per annum shall be payable on all such invoices from the date such invoices become due. In the event of a default, Otak may elect to suspend all professional services under this Agreement until such invoice is paid in full, and may elect to terminate this Agreement as of the 30th day of default. Otak shall not be liable for any damages or costs, including, but not limited to, direct, indirect, incidental, consequential or exemplary damages, suffered by Client, his subcontractors, agents, employees and assigns as a result of any suspension or termination. In the event of a suspension, Otak may, in its discretion, require an additional deposit in an amount equal to any amount Client has failed to pay as a condition to resuming performance. Any such deposit will be applied as set forth in Paragraph 3 of this Agreement.
- 6. Client agrees to pay the costs and reasonable attorney's fees and disbursements incurred by Otak in connection with the failure by Client to make any payment in accordance with the provisions of this Agreement, whether or not a legal action is commenced by Otak. The parties agree that in the event action or suit is commenced related to the subject matter of this Agreement, or in the event of any breach of this Agreement, the prevailing party shall have and recover reasonable attorney fees, both at trial and on appeal, together with all other costs and disbursement allowed by law.
- 7. Either party shall have the right to terminate this Agreement at any time giving ten (10) calendar days written notice. In the event this Agreement is terminated by the Client, payment to Otak will be made based on work performed in accordance with the scope of services up to the date of termination plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs and related closeout costs. In the event this Agreement is terminated by Otak, payment to Otak will become due upon delivery of all products completed in whole or in part for services performed, through the date of termination.
- 8. To the fullest extent permitted by law, this Agreement shall be construed according to the laws of the State of Washington. Any litigation between Otak and Client arising under this Agreement or out of work performed under this Agreement shall occur, if in the state court, in Clark County, and if in the federal courts, in the United States District Court for the District of Washington in Clark County, Washington. Client hereby irrevocably and unconditionally submits to the jurisdiction of the state and federal courts with jurisdiction over Clark County. Unless the Project is in the state of Washington, the terms of this paragraph shall not apply to any lien foreclosure proceedings instituted by Otak in the appropriate court where the Project is located.

As a condition precedent to arbitration or litigation, any claim arising out of or related to this Agreement shall be subject to mediation before a single mediator as agreed by the parties, or in the absence of agreement, in accordance with the current

- Construction Industry Mediation Rules of the American Arbitration Association. The mediator's fee and filing fees shall be shared equally by the parties. The parties shall use their best efforts in good faith to resolve disputes in mediation.
- 9. If the project is idle more than sixty (60) days, the estimated fees and scope of work will be reassessed. A revised estimate of fees and scope of work will be submitted for approval if such need arises.
- 10. Subject to the public record laws of the state of Washington, all original documents prepared by Otak in performance of this Agreement, including, but not limited to, original maps, plans, drawings, electronic media and specifications, are the property of Otak, and Otak retains all applicable rights in such documents, including, but not limited to copyrights, unless otherwise agreed in writing. All original and quality reproducible record copies, excluding electronic media unless otherwise agreed to in writing, of such documents shall be provided to Client, at Client's expense, upon request. Any such documents and copies thereof are for use only in connection with this project, and Client shall not use those documents or copies for other projects or for future additions to this project, unless otherwise agreed in writing.
- 11. The standard of care for all professional services performed or furnished by Otak under this Agreement will be the skill and care used by members of Otak's profession practicing under similar circumstances at the same time and in the same locality. Otak makes no warranties, express or implied, under this Agreement or otherwise, in connection with Otak's services.
- 12. To the fullest extent permitted by law, the following shall apply to Otak and Client:

Client shall defend, indemnify and hold harmless Otak and its related companies, and their respective representatives, officers, directors, shareholders, principals, agents, employees and subcontractors from and against all claims including damages, losses, expenses and reasonable attorney fees and costs, arising out of or relating to the following: (a) development of this project where such claims, damages, losses, or expenses are based solely on the negligence or willful misconduct of Client and/or its principals, agents, employees, representatives and subcontractors; (b) Client's use of documents prepared by Otak for projects other than the project which is the subject of this Agreement, without Otak's involvement or written consent; (c) existence of hazardous substances at or adjacent to the project; and (d) any certificate in connection with the project executed by Otak at the request of a governmental entity, lender or other third party, except to the extent claims arising from such certificate are the result of the negligence or intentional misconduct of Otak.

Otak shall defend, indemnify and hold harmless Client and its respective representatives, officers, directors, shareholders, principals, agents and employees from and against all claims made by third parties including damages, losses, expenses, and reasonable attorney fees and costs arising out of or relating to the development of this project where such claims, damages, losses, or expenses are based solely on the negligence or willful misconduct of Otak, and/or its principals, agents, employees, representatives, or subcontractors in performing its and/or their services as provided in the scope of services per paragraph 1.

In no event shall Otak be liable for special, indirect or consequential damages, including, but not limited to, loss of use of equipment or facility, lost profits, etc. The limits of liability throughout this Agreement will apply whether the liability of Otak arises under breach of contract or warranty; tort, including negligence; professional negligence; strict liability; statutory liability; or any other cause of action, except for willful misconduct or gross negligence and shall apply to Otak's related companies and its and their officers, directors, shareholders, employees and subcontractors.

Notwithstanding anything to the contrary herein, no shareholder, principal, member, officer, director, partner, employee or other representative of Otak shall have any personal liability to Client, or any other party arising out of or relating to this Agreement.

- 13. Otak shall be free from any liability for delay or failure of providing the services contemplated by this Agreement which arise from any acts of God or any actions outside of Otak's control and without it's fault or negligence. Such causes include without limitation: strikes, lockouts, or labor troubles of any kind, accidents, fire, earthquake, civil commotion, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers, suspension of shipping facilities, any act or default of a carrier. In such a situation, if the services contemplated by this Agreement are not provided during the period contracted for, Client shall accept the services and pay for the same when provided so long as a mutually acceptable revision is made to the scope of services and compensation.
- 14. Due to the potential for modification of information set forth in electronic data transfer, Otak has retained copies of the transmitted data with file name, size, date and time. If the received data is modified, Otak requires the Client and/or Client's authorized recipient to remove all indication of Otak's ownership and/or involvement from such modified data.

Unless otherwise agreed to in writing, Client and/or Client's authorized recipient shall be responsible for determining the compatibility of Otak's data with Client and/or Client's authorized recipient's software and for the interception and elimination of any computer virus. Otak makes no warranty of data compatibility with Client and/or Client's authorized recipient's software.

Distribution of the electronic data to others by Client and/or Client's authorized recipient, whether or not electronic data is modified, is prohibited without the express written consent of Otak.

To the fullest extent permitted by law, Otak shall not be liable for any damages, including without limitation, direct, indirect, incidental, or consequential damages to any party resulting from the following: (a) the use of electronic data which is modified by any party other than Otak; (b) either the incompatibility of Client and/or Client's authorized recipient's software with Otak data or the existence of any computer virus which is transmitted with Otak's data; or (c) the unauthorized use of Otak's electronic data.

To the fullest extent permitted by law, Client and Client's authorized recipient agree to defend, indemnify and hold harmless Otak, its related companies and its and their principals, officers, directors, shareholders, agents, employees and subcontractors from and against any claims arising out of the unauthorized use or modification of Otak's electronic data.

All electronically transferred data from Otak will contain Paragraph 14. It is expressly understood and agreed that any use of the electronic data is conditioned upon the acceptance of the terms stated in Paragraph 14. Client and/or Client's authorized recipient agrees to be bound by these terms.

- 15. Otak shall have no responsibility for, or control over, the safety precautions employed by others in the development or construction of this project, nor shall Otak have responsibility for, or control over, the manner, methods and techniques employed by others in any development or construction relating to this project unless otherwise agreed in writing.
- 16. To the extent Otak's duties under this Agreement include project site observation and/or visitation, Otak shall visit the site at intervals appropriate to become generally familiar with the quality and progress of the project. Otak shall not be required to make continuous or exhaustive inspections to check the quality or quantity of the work being done on the project, unless otherwise agreed in writing.
- 17. Any causes of action between the parties to this Agreement arising out of any damages or losses caused by the negligent performance of, or failure to perform under, this Agreement, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of substantial completion of the project.
- 18. Otak shall have no fiduciary responsibility to Client. Nothing in this Agreement shall be construed as creating contractual obligations between Otak and any third parties, including, but not limited to, Client's consultants, contractors and clients.
- 19. The parties hereto each bind themselves, their partners, successors, assigns, and legal representatives of such other party in respect to all terms of this Agreement. Neither party shall assign the contract as a whole without written consent of the other.
- 20. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written and oral, courses of dealing, or other understandings between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties. The term "Agreement" as used herein includes this document (entitled "Professional Services Agreement"), and Exhibit A, Scope of Work dated February 20, 2017 attached hereto.
- 21. Except to the extent of its gross negligence or willful misconduct, Otak has no liability or responsibility for any hazardous material handling, dispensation, mitigation or otherwise.

 This Agreement entered into this \_\_\_\_\_\_ day of February, 2017.

 Otak, Inc.
 City of Camas, Washington

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

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

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

 Federal Tax ID No. or SS #:

#### Exhibit A

# Larkspur Street Improvements OTAK Inc. Scope of Work

## February 20 2017

# Introduction/Project Understanding

The City of Camas has solicited civil engineering services from Otak and associated subconsultants to provide improvements to NW Larkspur Street between Lake Road and its current terminus at a barricade approximately 1,300 feet north of Lake Road. The proposed roadway will be designed to city arterial standards (or an alternative roadway configuration approved through the city) and match up with the roadway being constructed with new developments to the north.

The City's standard section includes a right- of-way width of 74 feet with an improved asphalt roadway width of 46 feet curb-to-curb. The ultimate cross-section will include 3-lanes with access control via raised medians, a new sidewalk on the west side (maintaining the existing sidewalk on the east side), bicycle lanes, planter strips, and street lighting. An alternatives analysis will be conducted to review alternatives to this section that may reduce right-of-way needs.

There are 11 driveways along this section of NW Larkspur Street. Alternatives to be reviewed will take into consideration direct access for these properties to this new arterial, with the goal of providing as much access as can be safely provided on this new arterial.

The grade of Larkspur Street is very steep as it approaches NW 60<sup>th</sup> Avenue and the right turn onto NW 60<sup>th</sup> Avenue can be very challenging due to these steep grades. The scope includes a review of options to improve this intersection by potentially flattening out the slope of NW Larkspur Street as it goes through the intersection with NW 60<sup>th</sup> Avenue.

Stormwater, water and sewer utilities will be provided to each lot on the west side to allow for future development, and stormwater management will include water quality treatment and conveyance only. Stormwater from the east side of the road will continue to be conveyed to the existing stormwater detention and treatment facility built for the subdivisions on the east side.

It is anticipated that this scope of work goes through completion of the design in February of 2018, with bidding and construction management services to potentially be provided by the design team through a separate contract.

Our design team includes the following:

Firm	Responsibilities
Otak	Project management, Survey, Stormwater, utility coordination and design, roadway alternatives and design, environmental permitting, construction document preparation, public involvement support.
Hart Crowser	Geotechnical Engineering
AAR	Historic and Cultural Resource services
Universal Field Services	Real Property services
Global Transportation Engineering	Signal, Traffic, and lighting
JLA Public Involvement	Public involvement and outreach

# Scope of Work

The scope of work for this project is as follows:

### Task I – Project Management

#### 1.1 Project Management and QA/QC

The Project Team will plan, manage, and execute the tasks described herein in accordance with the schedule, budget, and quality expectations that are established. This project management task includes the following work activities:

- Quality assurance/quality control (QA/QC) plan.
- Communication plan.
- Scope change management procedures
- Decision making protocol.
- Coordinate between tasks and team members. Document meeting decisions and action items, assign activities to team members, and follow up to ensure timely resolution.
- Manage the quality control review of all work activities and project deliverables.

- Preparation and ongoing maintenance of a comprehensive design schedule with individual task milestones and task durations.
- Creation and management of an action item list.

- Contract is complete by March 1, 2018.
- Up to three schedule updates will be provided.

#### 1.2 Project Meetings

This task includes:

- A project kick-off meeting to introduce the city and the consultant team, and to discuss roles and schedule.
- Project design team meetings at Otak's office or by phone throughout the project duration at appropriate intervals based upon design activities (Scope assumes 12 meetings).
- Project update meetings with the client project manager. Assume bi-weekly meetings through the duration of the project (Scope assumes 24 meetings).
- Up to four (4) workshops with city staff to review designs.

#### Assumptions:

• Contract is complete by March 1, 2018.

#### Deliverables:

Meeting minutes from each meeting.

#### 1.3 Monthly Invoice

This task includes hours to produce a monthly invoice and report that includes details on work done to date for the project. This includes a spreadsheet detailing costs spent to date and costs remaining.

#### Assumptions:

• Assumes up to 13 months of invoicing for project.

#### Deliverables:

Monthly invoice and project update.

## Task 2.0 – Surveying and Mapping

This task is to provide right of way and topographic base maps to be utilized in the engineering design of infrastructure improvements. The limits of survey are as follows:

- Field topographic survey on NW Larkspur Street from NW Parker Street to its north terminus. Limits of mapping will be the east right of way line and 100 feet west of the centerline.
- Field topographic survey of the intersection with Lake Road/NW Parker Street, including 100' east and west of NW Larkspur on Lake Road and 100' on Parker Street south of Lake Road.
- Field topographic survey along NW 59th Circle and NW 61st Circle 100' east of the intersection with NW Larkspur Street.
- Field topographic survey along NW 60th Avenue 150' east of the intersection with NW Larkspur Street.

#### 2.1 Topographic Survey and Mapping

This task will include the following:

- Review utility as-built information and contact One-Call and request locations of underground facilities.
- Establish survey control network throughout project site.
- Establish 3 site bench marks in locations outside planned construction.
- Tie the horizontal location of existing utilities which have been marked or can be seen above ground.
- Field topo of the following:
  - o Manholes, catch basins and curb inlets.
  - o Top and bottom face of curbs and type (curb and gutter vs. vertical curb).
  - o Maximum of a 50-foot grid between shots and significant breaks along existing streets.
  - o Physical features such as curbs, pavement, walkways, signs, mailboxes, driveways, drainage facilities, striping, and illumination.
  - o Face of all structures adjacent to project corridor.
  - o Trees over 4-inches in diameter.
  - o Striping and signs.
  - Other utilities such as electrical, communication, telephone, gas, water, and related facilities.
- Prepare base maps in AutoCAD 2016 format, at 1"= 20' scale.
- Prepare digital terrain model, and generate contours at 1-foot maximum intervals.
- Field check base mapping.

- The One Call Notification Center (1-800-553-4344) will be contacted by Otak a minimum of two working days prior to tying utilities.
- The datum for the surveys provided by Otak will be shown in Washington State Plane coordinates, South zone, NAD 83(91) horizontal and Clark County vertical datum, US survey feet units. The Washington State Plane Coordinates will be converted to project datum using appropriate scale factors.

#### Deliverables:

- AutoCAD electronic files (surface, geometry and DWG).
- Digital terrain model of project area.

#### 2.2 Right of Way and Boundary Research

 Perform thorough research of all surveys, plats, deeds, road establishments, and easements on or abutting the project site.

#### Deliverables:

PDF copies of all documents used.

#### 2.3 Right-of-Way Development

- Locate and tie existing monumentation within project corridor to allow for right of way resolution.
- Locate and tie survey monuments outside the project area as necessary to support resolution of the right of way lines.

#### Deliverables:

AutoCAD base map of existing right of way lines, existing center lines, side lot lines.

### 2.4 Right of Way Plan/Acquisition Support/WAC 332-120-030 Conformance

- Prepare a pre-construction record of survey showing right of way resolution and all survey monuments found within project limits.
- Prepare "Application for Permit to Remove or Destroy a Survey Monument" and file same with the WA Department of Natural Resources Public Land Survey Office.
- Prepare 5 temporary construction easements, and 5 right of way acquisition legal descriptions/sketch exhibits.

• Contractor will install monument boxes if required.

#### Deliverables:

- Pre-construction Record of Survey.
- Copy of approved "Application for Permit to Remove or Destroy a Survey Monument".
- Legal Descriptions and accompanying sketch exhibits.

### Task 3 – Geotechnical Analysis

Hart Crowser will provide geotechnical engineering services to evaluate pavement, retaining wall, and earthwork design and construction considerations. Specifically, Hart Crowser will complete the following scope of work.

- Conduct a reconnaissance of the site to identify geotechnical relevant features, such as fills, seeps, pavement distress, soil/rock outcrops, etc.
- Review readily available subsurface soil and groundwater information, geologic and hazard maps, and other available information provided by the City of Camas (City) (e.g., nearby geotechnical reports).
- Consult with the design team during the preliminary design (up to 30 percent) regarding geotechnical considerations for various design alternatives.
- Complete a subsurface exploration to characterize soil, rock, and groundwater conditions, including:
  - Marking the locations of the proposed explorations and notifying the "One-Call" service for public utility locates.
  - Drilling 1 boring to a depth of 15 feet at the intersection of NW Lake Road and NW Larkspur Street near the location of a potential traffic signal relocation.
  - O Drilling up to 3 borings to depths of 15 to 30 feet in areas of proposed retaining walls (The borings will likely be located outside of the existing City right-of-way at the tops of existing slopes on the western side of the roadway).
  - O Excavating up to 11 test pits to depths of 5 to 10 feet in areas of proposed roadway widening, excavations, fill placement, and retaining walls (The test pits will be excavated in unpaved portions of the alignment, generally just off the western side of the roadway).
  - O Completing up to 6 pavement cores to determine existing asphalt and aggregate base thicknesses (Collect soil subgrade samples to a depth of 3 feet below asphalt grade.);

- O Conducting dynamic cone penetrometer test soundings below the 6 pavement cores to evaluate *in situ* base aggregate and soil subgrade strength.
- Observing the explorations, log the subsurface conditions, collect representative soil samples, and transport the samples to our laboratory for further visual examination and testing.
- o Restoring boreholes and coreholes with asphalt cold patch. Restore test pit excavations by backfilling with soil spoils and lightly tamping with excavator bucket. Spread straw and grass seed over disturbed areas.
- Implement traffic control measures during the field exploration. Prior to start of the field work,
  Hart Crowser will submit a traffic control plan to the City for review and approval. Hart
  Crowser will also obtain an "encroachment permit" for work in the City ROW.
- Conduct laboratory testing on select soil samples. The specific tests conducted will depend on
  actual conditions encountered; however, we anticipate our testing will include moisture content,
  particle gradation, and Atterberg limits testing in accordance with appropriate American Society
  for Testing and Materials standards.
- Evaluate slope stability and geologic hazards per the Camas Municipal Code 16.59 Geologically Hazardous Areas.
- Evaluate slope seepage and develop recommendations to contain seepage.
- Conduct engineering analyses to evaluate seismic hazards, shallow foundation and retaining wall
  design parameters, pavement design (new and overlays), signal pole foundation design, and
  earthwork guidelines.
- Prepare a geotechnical report (draft and final versions) addressing design and construction issues, including:
  - o Site and exploration location plans.
  - o Description of subsurface conditions.
  - o Geologic hazards.
  - o Seismic design parameters.
  - o Pavement design parameters.
  - o Traffic control structure foundation design parameters.
  - o Retaining wall alternative discussions and design parameters.
  - o Subsurface drainage recommendations.
  - o Earthwork recommendations, including trench excavation, fill placement criteria, reuse of native soils for embankment construction, and temporary slope stability; and

- o Other construction considerations.
- Provide geotechnical project management and support services, including coordination of subcontractors and Hart Crowser staff, and consulting with project team members.
- Attend up to five project meetings.

In preparing our geotechnical scope of work and fee estimate, we have made the following assumptions.

- Washington State prevailing wages are applicable to subcontractors.
- Coordinating right-of-access to private properties will be conducted by others.
- In situ infiltration testing is not included or required for this scope of work.
- We will perform our work in general accordance with the standard of care of our profession,
  which means generally accepted professional practices, in the same or similar localities, related to
  the nature of the work accomplished, at the time the services are performed.

#### Deliverables:

- Draft geotechnical report in electronic (PDF) format.
- Final geotechnical report in PDF format and three hard copies.

# Task 4 – Cultural and Historic Resources (AAR)

This project is funded by the Washington State Transportation Improvement Board (WSTB) and as such is considered a capital improvement project and will need to comply with Executive Order (EO) 05-05, which requires that the City take into account the effects its project may have on cultural resources. To assist the City in its compliance with EO 05-05, AAR will or may conduct a variety of cultural resource management tasks. This scope of work (SOW) describes the tasks that will or may be required for EO 05-05 compliance.

#### 4.1 Phase 1: Literature/Record Review and Archaeological Survey

At a minimum, compliance with EO 05-05 (and the applicable parts of Title 16 of the Camas Municipal Code [CMC]) will require a review of literature and records related to previous archaeological studies in and near the project area and a field survey. The purpose of the review will be to identify any recorded archaeological resources in the project area and to gather information useful in assessing its potential to contain undocumented cultural resources.

Following that, a surface and subsurface survey of the area to be disturbed by the road widening project will be required to search for prehistoric or historic-era artifacts. The level of effort will be similar to that of an archaeological resource survey as opposed to a predetermination survey (see

CMC 16.31.020 for definitions of the two types of surveys). The survey would include the excavation of shovel test probes. If cultural artifacts are found, they would be analyzed in the field and not collected. Recording the artifacts as a cultural resource would be required.

The Phase 1 project deliverables will include draft and final versions of reports. The report will be in a format acceptable to the WSTB and the Washington State Department of Archaeology and Historic Preservation (DAHP). It will include a description of the results of the Phase 1 tasks and will describe and discuss any cultural resources identified within the project area and include recommendations for the further treatment, as appropriate. It will also include as an appendix, copies of documentation forms for cultural resources found during the survey. The report will each include a project area vicinity map, a site map for any specific area(s) where artifacts are found, and photographs showing the conditions of the project area at the time of the investigation.

#### Deliverables:

Draft and final Cultural Resource report.

#### 4.2 Contingency Tasks

Task 4.2 identifies specific deliverables that the city at its discretion may elect to authorize Consultant to produce. Consultant shall only complete Task 4.2 and the identified deliverables if written (email acceptable) Notice to Proceed (NTP) is issued by the city's Project Manager. The Not to Exceed (NTE) amount for completing this contingency task is only billable if authorized.

Because a prehistoric archaeological site (45CL527) is known to be located on either side of the current alignment of NW Larkspur Street, it is likely that EO 05-05 compliance will not be complete after the Phase 1 study. This section describes the tasks that will or may be required in the event that an archaeological resource is identified in the road expansion project area.

There are basically two outcomes in the event that an archaeological resource is identified during the Phase 1 study. In one, sufficient information is collected during the Phase 1 effort to demonstrate that additional fieldwork would not lead to additional artifact recovery or the acquisition of new information. In such an event, and assuming that the archaeological site is prehistoric (there are different rules for historical sites), following review of AAR's report and concurrence with the recommendations in it (i.e., no additional treatment necessary), the site in the project area can be impacted. However, the site can be impacted only under a permit issued by the DAHP. Also, the DAHP may or will require that an archaeologist monitor project-related earthwork within the site. Also, a report will be required that describes the results of the monitoring. AAR would apply for the permit which would include standalone monitoring and inadvertent discovery plans.

In the second outcome, the Phase 1 study may result in the identification of archaeological site that requires additional treatment. If the site cannot be avoided by project activity, it would be tested to determine if it represents a source of important information about the past. The testing can be done

only under a permit issued by the DAHP. Please note that even after testing, the DAHP may require an archaeological monitor during project-related earthwork at the site. For this reason, in AAR's permit applications we will request that permit cover site testing and monitoring.

Testing would entail formal excavations in units that would measure 50 by 50 centimeters or 1 by 1 meter, or some combination of both. Artifacts recovered during testing project would be collected. They would be processed, analyzed, and prepared for curation. The long term curation of recovered materials would likely occur at the Burke Museum located on the campus of the University of Washington. Testing projects often include specialized analyses such as radiocarbon dating of organic material or geochemical sourcing of obsidian.

Following the fieldwork and analysis of artifacts and any specialized analyses, a testing report would be prepared. The report would include a statement of goals and objectives, historical and prehistoric context statements, a description of field and laboratory methods, data analysis and interpretations, and recommendations. The report would be illustrated with figures and/or photographs and supplemented with tables and appendices as appropriate. The report would describe the results of any testing to be done in advance of the project and of cultural resource monitoring. An updated site documentation form for the site would be included in it.

If after testing, a site is assessed as a significant source of information, further actions may be required for EO 05-05 compliance. These could include additional study of a site, avoidance, or protection in place. Post-testing studies are designed to mitigate impacts to a significant archaeological site through data recovery. As a technique, data recovery is like an intensified testing program in which a sample of a site's important cultural deposits is removed archaeologically. The idea behind this type of mitigation is that through in-depth study, the significant information at a site is preserved in an artifact collection and the records of the excavations and analyses. Other options could include redesigning the road project to avoid the site or protecting the site by capping with clean fill material.

#### Deliverables:

- DAHP Permit Application.
- Draft and final Cultural Resource testing report.

# Task 5 – Preliminary Design

#### 5.1 Roadway Alternatives

This task is for the review of alternative roadway configurations, including roadway widths, bike lanes, and sidewalks and/or a multi-use pathway. The roadway improvements will need to consider a number of issues, including impacts to private properties, tie in with the intersection at Lake Road, and coordination and tie-in with the extension being built by the developments to the north.

Options will take into account TIB requirements, right-of-way needs, and access concerns for driveways along the roadway.

This alternatives analysis review and development will occur in concert with city staff. Bi-weekly meetings will be held to review options and move the alternatives analysis forward.

#### Review options will include:

- The collector/arterial roadway section included in the TIB grant.
- The alternative roadway section being used by the developments to the north, with either an 8-foot or 10-foot sidewalk on the east side.
- Up to three other configurations that focus on alternatives to controlling and managing access to the eleven properties that directly access NW Larkspur Street. Options to review will include installing an extra lane on the east side and on-site turn-arounds.
- This task also reviews options for revising the intersection with Lake Road. The focus of the
  analysis will be to accommodate widening of the street at this intersection, mostly through the
  addition of bike lanes. This analysis will review configurations and restriping that may be
  necessary to accommodate the changes. One option will consider the addition of a right turn
  lane.
- Options for addressing the steep transition when turning from NW Larkspur Street to NW 60<sup>th</sup>
  Avenue, including one that flattens the grades out through the intersection.
- This task includes up to 5 meetings with city staff to review options and select a preferred alternative.

#### Assumptions:

• All options will meet city collector/arterial standards and TIB grant obligations.

#### Deliverables:

Roadway layout and cross-section options for review and approval by the City.

#### 5.2 Retaining Wall Alternatives

This task includes hours for developing retaining wall alternatives along the west side of NW Larkspur Street. It is anticipated that walls will be required in front of the Ponce property and the north Tupikov property. Walls may also be needed on the east side, north and south of NW 60<sup>th</sup> Street if the intersection redesign requires them.

Wall alternatives will be selected based upon anticipated cost, right-of-way impacts, and suitability for use based upon the required height. Otak will review these alternatives with the City for approval to move forward to 30% design with the preferred option.

Additional ROW needs are to be minimized when reviewing wall options.

#### Deliverables:

• Three alternative wall types with a typical cross section for each.

#### 5.3 Roadway Illumination Analysis

This task is for the development of the roadway illumination design along Larkspur Street. Included under this task is the roadway lighting analysis for roadway illumination utilizing lighting design software.

The roadway illumination analysis will follow WSDOT minimum lighting standard guidelines and the IESNA Roadway Lighting RP-08-14 guidance. City standard luminaires and light poles will be used in the analysis and design.

The results of the analysis will be summarized in a brief technical memorandum identifying the luminaire being utilized, mounting height, pole spacing, and achieved light levels based on the modeling. The lighting analysis will be provided to the City for review and approval. A final technical memorandum will be developed addressing City comments.

#### Assumptions:

- The analysis will be conducted using City standard luminaires and light poles for the roadway illumination analysis.
- Alternative lighting options (luminaires and poles other than City Standard) will not be developed under this task.

#### Deliverables:

- Draft Roadway Illumination Technical Memorandum.
- Final Roadway Illumination Technical Memorandum.

#### 5.4 Traffic Signal Modifications Analysis

Under this task, turn lane requirements, signal phasing and traffic signal modification requirements will be identified for the NW Lake Road/Larkspur Street intersection. These modifications are necessary due to the new Larkspur Street roadway alignment and connection of Larkspur Street to the north with future development.

A review of existing documentation will be conducted to identify turn lane requirements at the NW Lake Road/Larkspur Street intersection. Documentation to be reviewed will include the City's 2012 Traffic Impact Fee Update and any in-process development/transportation studies developed after the 2012 Traffic Impact Fee Update. Based on the currently available information, a Synchro

Analysis for the PM peak period, along with turn lane warrants, left turn lane phasing warrants, and a queuing analysis will be conducted for the year 2035.

Additionally, field reviews will be conducted under this task to identify utility and other conflicts that may be present and affect the relocation or design of new traffic signal equipment.

This task includes a review of the current traffic signal controller and software in use at the intersection and the current state of the fiber optic interconnect system. Coordination with the City on upgrade opportunities to the traffic signal controller and software will be conducted and research on modification needs for the fiber optic interconnect system will be identified.

Based on the review of the available information and coordination with the City, a recommendation on lane geometry, traffic signal phasing, traffic signal controller upgrade option and interconnect modification needs at the intersection will be developed and summarized in a brief technical memorandum.

New mast arm poles will be necessary as part of the traffic signal modifications. Location of soil borings will be identified and coordinated with the geotechnical engineer for determining the appropriate traffic signal mast arm pole foundations.

#### Assumptions:

• New traffic counts or coordination with RTC is not included nor anticipated as part of this task. All traffic data will come from historical studies.

#### Deliverables:

- Draft Technical Memorandum.
- Final Technical Memorandum.
- Identification of boring locations for mast arm pole foundations.

#### 5.5 Prepare 30% Plans and Estimate

This task includes hours to develop the 30% plans and estimate in accordance with the City of Camas design and CAD standards. The 30% plans will be delivered by 11x17 PDFs for City review. A list of plan sheets for this deliverable is attached in Appendix A.

The tasks associated with this work include:

- Refine horizontal layout using selected alternative and develop proposed horizontal alignments, including engineering stationing, horizontal curve control points, and horizontal curve data.
- Develop proposed vertical alignments, including engineering stationing, grades, vertical curve control points, and vertical curve data.
- Develop proposed lane lines.

- Develop intersection layout at Lake Road showing coordination with lanes on all four legs.
- Develop revised intersection design at NW 60th Avenue.
- Prepare drawing showing traffic signal improvements. Above ground components only to be shown.
- Prepare drawings showing roadway illumination requirements. Pole location and hardware selection only.
- Prepare drawings showing striping requirements including turn pockets lengths and taper requirements to accommodate anticipated queues.
- Develop 30% Design Plans for submittal to City.
- Meet with City to review 30% Design and discuss comments.

• The City will provide one set of comments within two weeks of submittal. These comments will be logged and tracked for the 60% submittal.

#### Deliverables:

• 30% plan sheets as described in Appendix A and a construction estimate with 25% contingency applied to it.

### 5.6 Quality Review

This task includes hours to perform a QA/QC review prior to the deliverable submittals. This will include reviews of the sub-consultants deliverables as well.

#### Assumptions:

 Quality review team will spend approximately 6-8 hours reviewing submittal documents for the project.

#### Deliverables:

• Quality deliverables with minimal comments.

# Task 6 - Real Property (UFS)

This task will be conducted by UFS and shall include labor, equipment and materials to acquire up to five properties for the City. R/W activities will confirm to the standards contained in the Uniform Act of 1970 and amendments, the laws of the State of Washington and City Policies and Procedures.

#### 6.1 Preliminary Title Reports

UFS will obtain preliminary title reports for each property acquisition. The consultant will review

each preliminary title report for encumbrances, liens, or defects.

#### Assumptions:

• 5 property acquisitions.

#### Deliverables:

5 title reports.

#### 6.2 Preliminary Owner Meetings

UFS, along with the City will meet with each of the impacted property owners to explain the right of way process and present the preliminary design of the project.

#### Assumptions:

• 5 property owner meetings.

#### 6.3 Right of Way Cost Estimate

UFS will complete a right of way cost estimate.

#### Assumptions:

• 5 property acquisitions.

#### Deliverables:

• One (1) True Cost Estimate.

#### 6.4 Appraisal

UFS will use Washington Department of Transportation approved appraiser. The consultant shall provide one real estate appraisal for each ownership.

Appraiser shall provide written notice to owners of a planned appraisal inspection and shall provide the property owner or designated representative, if any, an invitation to accompany the appraiser on any inspection of the property for appraisal purposes.

Appraisal shall conform to the Uniform Standards of Professional Appraisal Practice (USPAP).

#### Assumptions:

5 appraisals.

#### Deliverables:

5 appraisals.

#### 6.5 Acquisition

UFS will conduct negotiations, on behalf of the City. This will include researching the ownership status of the parcel and any existing conditions impacting the parcel. UFS will provide potential courses of action for obtaining clear title for the City.

UFS will compile and/or prepare all essential documents to be submitted to owners using City approved documents. These include, but are not limited to project information letters, acquisition and relocation brochures, offer-benefit letters, acquisition summary statements, copy of the valuation, map of acquisition, and instruments of conveyance. Universal shall make all offers in person or by certified mail.

UFS shall provide all property owners with a complete copy of the valuation that just compensation is based upon at the initiation of negotiations.

UFS will prepare and maintain written diaries of negotiator contacts with property owners and tenants to document:

- Efforts to achieve amicable settlements.
- Owners' suggestions for changes in plans.
- Responses to owners' counterproposals, etc.

UFS will make every reasonable effort to acquire the ROW expeditiously by negotiation. Property owners must be given reasonable opportunity to consider the offer and present material the owner believes is relevant to determining the value of the property.

#### Assumptions:

City will pay closing and recording costs.

#### Deliverables:

• 5 completed negotiation packet with document for recording.

#### 6.6 Relocation (Personal Property)(Contingency)

Task 6.6 identifies specific deliverables that the city at its discretion may elect to authorize Consultant to produce. Consultant shall only complete Task 6.6 and the identified deliverables if written (email acceptable) Notice to Proceed (NTP) is issued by the city's Project Manager. The Not to Exceed (NTE) amount for completing this contingency task is only billable if authorized.

Upon approval of the City UFS will conduct relocation activities, on behalf of the City.

Relocation activities shall confirm to the standards contained in the Uniform Act of 1970 and amendments, the laws of the State of Washington and City Policies and Procedures.

• One personal property relocation.

#### Deliverables:

• 1 completed relocation file.

## Task 7 – Stormwater Analysis

#### 7.1 Project Site Hydrologic Analysis / Stormwater Facility Sizing

Hydrologic models will be developed for estimating flow rates for each runoff treatment and LID facility proposed for the project site. All facilities, including on-site stormwater management BMPs and LID if applicable, will be designed to meet the requirements of the Camas Stormwater Design Standards, the Stormwater Management Manual for Western Washington (SMMWW) and the Highway Runoff Manual where applicable. Specifically, the tasks in this section include:

- Evaluate existing drainage conditions, structures, and facilities.
- Delineate catchment and Threshold Discharge Area (TDA) boundaries for each facility.
- Develop existing conditions hydrologic models for each TDA using the WWHM or an
  equivalent hydrology model.
- Develop proposed conditions models for each TDA.
- Determine design flow rates for sizing treatment facilities.
- Size each treatment facility and determine the approximate land area requirements.

#### Assumptions:

- This site drains to a flow control exempt water body and flow control facilities are not required.
- Up to three treatment facilities will be located within the existing road right-of-way or new right-of-way associated with the street improvements.
- LID and water quality facilities will be designed per the City of Camas Engineering Design Standards Manual, Ecology's 2014 Stormwater Management Manual for Western Washington, and the Highway Runoff Manual where applicable.
- Runoff treatment facilities will be designed to treat for phosphorus.
- Documentation of the facility designs will be provided in the Stormwater Report.
- No more than two revisions to facilities will be required as part of project development.
- Runoff from the existing roadway will continue to drain to the existing detention facility.

### 7.2 Corridor Stormwater Conveyance Analysis

Stormwater collection and conveyance systems will be designed to meet the requirements of the City of Camas Stormwater Designs Standards Manual. The scope of work in this task includes:

- Delineation basins tributary to each collection system.
- Calculation of flow rates for the 10-year, 25-year, and 100-year storm at each collection point using a single event hydrologic model or the Rational method.
- Size conveyance systems in accordance with the Camas Stormwater Design Standards Manual.
- Design of inlets and lateral connections consistent with requirements of the Camas Stormwater Design Standards Manual.

#### Assumptions:

- Conveyance systems will need to convey the 25-year design storm in an open channel flow regime. The 100-year storm can be exceed the gravity flow capacity of the pipe system but the hydraulic grade line (HGL) will be checked to verify that it does not exceed the top of manholes or grate elevations for catch basins.
- Stormwater conveyance pipes will be stubbed to the lower end of each property on the west side
  of the street.

#### 7.3 Stormwater Report

A draft and final stormwater report will be prepared describing the analysis in Tasks 7.1 to 7.2. The report will include the following:

- An introduction describing the contents and summary of the analyses.
- Separate sections with narratives for each analysis completed.
- Tables that summarize the data and the results.
- Exhibits depicting conveyance and treatment facility layout.
- Identification of additional research required.
- Recommendations.
- Supporting calculations.

The draft report will be submitted to the City for review. Revisions will be made, and a final report will be delivered to the City.

#### Assumptions:

- Only one review of the report will be required.
- Report sections are anticipated to include pavement drainage, on-site conveyance, and runoff treatment facility sizing.

• Flow control is not required.

#### Deliverables:

An electronic copy and two hard copies will be provided to the City for both the draft and final copies.

## Task 8 – Utility Coordination

This Task includes work to coordinate project impacts to private utilities.

#### 8.1 Identify Utility conflicts/relocations

This task includes hours for identifying existing utility conflicts and developing a relocation plan if required. Coordination with the local utilities is included in the following task. Potholing is anticipated to determine utility conflicts and will be added as a third party expense.

#### Assumptions:

- Otak will provide a subcontractor to pothole utilities at select locations.
- Issues regarding conflicts will be identified and a plan will be developed to resolve them.
- No more than five potholes will be needed.

#### Deliverables:

- One pothole plan will be developed showing requested pothole locations, based on potential utility conflict areas.
- The pothole data will be compiled, and a composite plan will be prepared and distributed to utilities and to the pothole vendor.

#### 8.2 Utility Impact Coordination

This task is to coordinate with utility companies as follows:

- Conceptual Utility Coordination Meeting Conduct one meeting with utilities to discuss 60% Plans and identify utility conflicts to be resolved. Prepare and distribute meeting notes.
- Deliver 90% plans to each utility and contact them to review questions and coordinate potential proposed improvements to utilities on NW Larkspur Street.
- Individual Coordination Resolve conflicts individually with the utility companies that cannot be resolved at the meeting. Provide potential conflict information to franchise utilities, public utilities, and private property owners, and coordinate for them to remove, relocate, or reconnect their facilities.
- Coordinate with new utilities installed to the north that will connect or run through NW Larkspur Street.

#### 9 - Permits

#### 9.1 SEPA Checklist

This task includes hours to prepare the SEPA checklist for the project. The checklist will be submitted to the City for review and they will forward to appropriate authority for approval. This task includes the following elements:

- Background research of available environmental information
- Compile project impact data and existing conditions environmental data associated with proposed project
- Complete a SEPA checklist form and figure set following City of Camas standards

#### Assumptions:

- City will lead the review effort and provide consolidated comments.
- Wetlands are not present within the project limits.

#### Deliverables:

Draft and Final SEPA checklist.

#### 9.2 Stormwater Pollution Prevention Plan

The NW Larkspur Street project site will likely disturb more than 1 acre of land. Per the Department of Ecology and the City of Camas, a Stormwater Pollution Prevention Plan (SWPPP) will be required. This task includes hours to prepare and submit the Notice of Intent (NOI) to the Department of Ecology in order to obtain the General Construction Stormwater Permit. It also include hours to develop the Stormwater Pollution Prevention Plan (SWPPP) for the project prior to construction. This task includes the following:

- A narrative that documents and justifies the pollution prevention decisions made for the project.
- Seasonal work limitations.
- How each of the 13 elements of ESC as listed in the SMMWW will be met.
- Calculations supporting the design of sediment traps, ponds, or other measures if applicable.

#### Assumptions:

• One review of the SWPPP will be required.

#### Deliverables:

- Draft and Final SWPPP
- Paper copy of SWPPP submitted to Contractor at Pre-Construction Conference

#### 9.3 Wetland Review

An initial field review has determined that wetlands are not present within the project site. This task is to perform a site visit to confirm and document these initial findings. This task includes:

- Collecting and reviewing background information, including soil maps, topographic maps,
   National Wetland Inventory maps, recent and historic aerial photos, and pre-existing wetland assessments or delineations conducted within the area (if obtainable).
- Site visit to review and determine the presence of wetlands within the project site. Field work will be performed in accordance with the criteria and methods described in the 2010 Regional Supplement to the US Army Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (the supplements) and the 1987 US Army Corps of Engineers Wetlands Delineation Manual (1987 Manual).
- Preparation of a site-specific wetland delineation report summarizing the findings of the field investigations. Compile data collected in the field onto wetland data sheets and summarize the results in report form.

#### Assumptions:

- No wetlands are present on the site.
- The delineation fieldwork will be performed using the Corps routine wetland determination method.

#### Deliverables:

• Preparation of the draft and final memorandum documenting the field work and findings.

#### Task 10 – Construction Documents

The purpose of this task is to provide engineering design and production support for developing construction plans, specifications, and cost estimates to an increasing level of completion and in accordance with the City of Camas Design Standards. Preliminary and Final (60% to Bid Plans) will correspond with a submittal to, and review by the City. The final product of this phase will be Construction Plans, Specifications and Estimates (PS&E) ready for bid. This work element includes the following tasks:

- Develop plans through the Final Bid Plan Phase.
- Assemble an outline list of anticipated Special Provisions at the 60% design development stage.
   Assemble Special Provisions at the 90% design development stage, and update at the 100% stage.
- Assemble or update quantity summaries and unit bid costs for unique items at each stage of design development.

- Prepare Design Deviation requests for design elements that do not meet the required design
  parameters listed in the City of Camas Design Standards. Design Deviations will be prepared
  and submitted at the 60% Design Stage. One (1) Design Deviation request package is included
  in this scope of work.
- Prepare cost estimates at each state. The 60% cost estimate will have a 20 percent contingency, the 90 percent will have a 10 percent contingency, and the final plans will not have a contingency.
- Coordinate design elements with TIB staff and ensure the design meets the requirements in the TIB grant.
- Make copies of and submit the plans and design documents (plans, contract provisions, cost estimates, design modifications) to the City for review.
- Attend review meetings at 60%, 90%, and 100% design development stage.

#### 10.1 60% PS&E

The purpose of this work element is to advance the development of the plans and estimate from the 30% Design to the 60% stage of design development. This task includes development of preliminary Design Plans, Design Deviations, preparing an outline list of special provisions, and development of a cost estimate for the project. The design at this stage will be developed to a level where real property services work can begin. This work element includes the following tasks:

- Update roadway layout based on comments on 30% design
- Finalize locations for proposed retaining walls.
- Develop finished grade templates to model the proposed street section.
- Cut cross-sections through the surface model of existing ground.
- Establish catch points and retaining wall locations to establish project footprint and extent of right-of-way impacts.
- Calculate earthwork quantities using comparison of proposed surface model to the existing ground.
- Develop additional plan sheets as indicated in schedule of plan sheets (see Appendix A) to be included with 60% design.
- Update signing and striping plans.
- Update roadway illumination plans to include conduit routing, junction boxes, wiring, circuits, service panel schematics and light pole detail sheets.

- Update traffic signal modification plans to include conduit routing, junction boxes, wiring, mast arm pole dimensions, traffic signal detail sheets and fiber optic interconnect plan sheets with splice diagrams
- Develop construction quantities for project elements within the limits of the intersection. Otak
  will maintain a record of quantity calculations and unit cost development to be updated at each
  subsequent stage of project development.
- Develop Design Deviation request(s) for elements that do not meet the design level indicated in the City of Camas Design Standards.
- Prepare a list of anticipated project special provisions for unique elements within the project limits that are not covered by the Standard Specifications or General Special Provisions. The list will include a short description of the anticipated measurement and payment methods for the covered bid item.
- Submit 60% plans, engineer's estimate, outline special provisions, and cross section plots for review by the city.
- Attend 60% Plan review meeting with City.

- The City will provide consolidated set of review comments within two weeks of receiving submittal.
- GTEng will coordinate with the local electric utility regarding power source locations for the proposed roadway illumination and traffic signal modifications.
- Signing and striping will be designed to meet City of Camas, WSDOT, and the Manual on Uniform Traffic Control Device.

#### Deliverables:

• 60% plans with comment log from 30% review; 90% construction estimate and specifications.

#### 10.2 90% PS&E

This task includes hours to address the 60% review comments provided by the City and to develop the 90% plans, specifications and estimate for the project. It will include a comment log that tracks the comments received from the City during the 60% review. The plan sheets will follow the sheet designation listed in Appendix A and be delivered on 11x17 PDFs.

#### Assumptions:

• The City will provide consolidated set of review comments within two weeks of receiving submittal.

#### Deliverables:

• 90% plans with comment log from 30% review; 90% construction estimate and specifications.

#### 10.3 100% PS&E

This task includes hours to respond to the 90% review comments and develop the 100% plans, specs and estimate for the project. This will include revising Section 1 of the contract documents based on the standard City front end documents that will be provided by the City. The review comments will be addressed and tracked on a comment log that will be submitted with the final construction documents. The plans and specifications will be stamped and the plans will be provided in both 11x17 PDF and full size hard copies for the City (3 sets).

#### Assumptions:

• City will be responsible for posting the documents for advertisement.

#### Deliverables:

• 11x17 PDF Bid Documents and stamped plan sheets for advertisement, and 3 sets of full size stamped drawings.

## 10.5 Quality Review

This task includes hours to perform QA/QC reviews prior to the 60%, 90% and 100% deliverable submittals. This will include reviews of the sub-consultants deliverables as well.

# Task II - Public Involvement (JLA)

JLA will work collaboratively with Otak and City staff to develop, coordinate and deliver a public involvement program. The program could include the following types of engagement methods:

#### 11.1Project Mailings:

JLA will coordinate and distribute two project mailings prior to the public open houses to notify area residents about the proposed project and invite them to participate.

#### Deliverables:

• Up to 2 project mailings to area residents.

#### 11.2 Open houses and Documentation:

JLA will create content for up to two press releases to be distributed by the City prior to each of the public open houses. JLA will schedule, coordinate, attend and document two Open Houses. The purpose of these meetings will be to:

- Open House #1: Introduce the project, present the timeline, share possible design alternatives and collect feedback from the public.
- Open House #2: Present the preferred alternative and share information about the upcoming construction phase.

#### Deliverables:

- Sign in sheets, comment forms and other materials for 2 open houses.
- Summary report following each open house.
- Content for up to 2 press releases to be distributed by the City.

#### 11.3 Public Involvement Support

This task will be performed by Otak and includes hours to prepare up to four exhibits/displays and to attend a planning meeting for two open houses, along with hours for up to two people to attend and support two open house events.

#### Deliverables:

• Up to four 22"x34" display boards for each open house.

#### APPENDIX A

## Plan Sheet List

	Sheet			
Plan Sheet Description	Count	30%	60%	90%/100%
Cover Sheet & Vicinity Map	1	X	X	X
General Notes & Legend	1	X	X	X
Typical Road Sections	1	X	X	X
Erosion Control Plans & Details	4			X
Roadway & Utility Details	3			X
Stormwater Facility & Details	2			X
Roadway and Utility Plan & Profile	8	X (Plan only)	X	X
Intersection Plans	2			X
Retaining wall plans, profiles and details	6		X	X
Roadway Illumination Plans and Details	4	X (Plan only)	X	X
Wiring Schematic	1			X
Traffic Signal Modifications				
Modification Plan	1	X	X	X
Wiring Schematic	1		X	X
Cabinet Wire Terminations	1		X	X
Controller Terminations	1		X	X
Traffic Signal Details	2		X	X
Traffic Signal Interconnect Plan	1		X	X
Interconnect Splice Diagrams	1		X	X
Traffic Signal Interconnect Details	1			X
Signing & Striping Plans				
Signing and Striping Plans	2	X	X	X
Sign Removal/Installation Tables	1		X	X
City Standard Signing Details	12			X
Planting and Landscape Plans	6		X	X

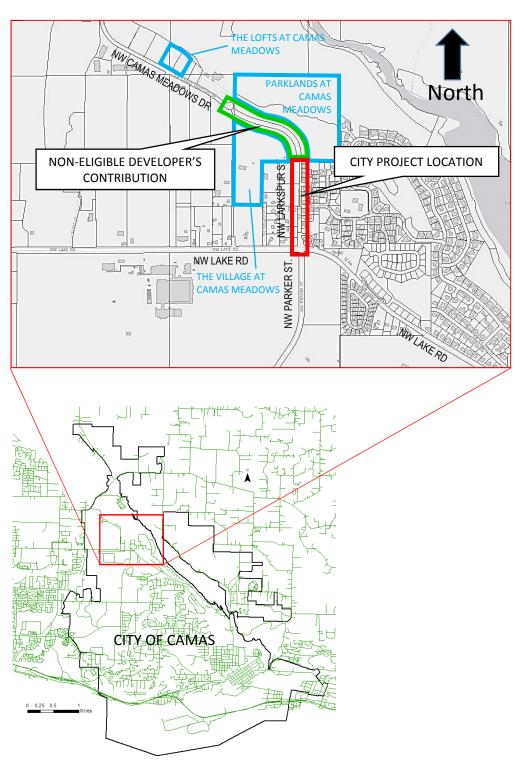
TOTAL 63

City of Camas - Larkspur Street Improvements Fee Estimate - February 2017 Summary of Otak, Inc. and all subconsultants Otak Project # 18218

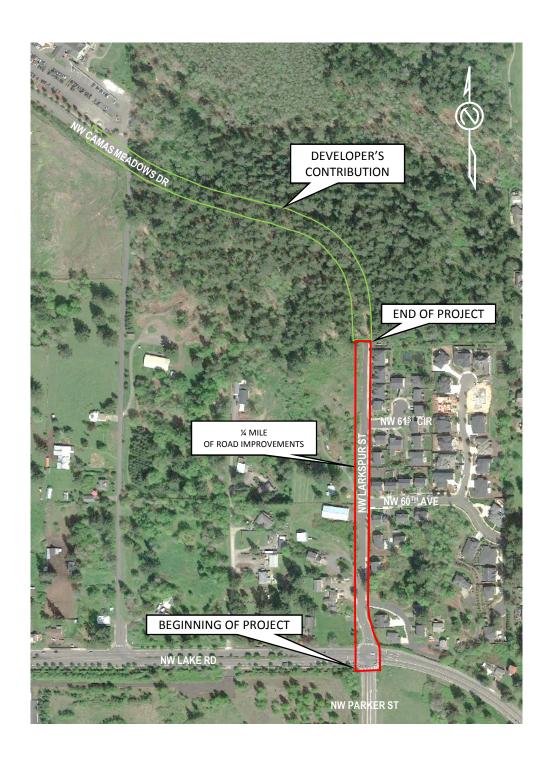
Task	Description	Otak	HartCrowser	Global	JLA	AAR	UFS	Total Hours	Total Budget by Task
	Declaration of the second								
1.1	Project Management Project Management and QA/QC	120	15	18				153	\$21,082
1.2	Project Meetings	136	10	10				136	\$20,440
1.3	Montly Invoice	30	11					41	\$5,734
2	Survey and Mapping								
2.1	Topographic Survey and Mapping	184						184	\$15,420
2.2	Right-of-way and Boundary Research	6						6	\$870
2.3	Righ of Way Development	44						44	\$4,620
2.4	Right of Way Plan/Acquisition Support/WAC Conformance	60						60	\$6,180
3	Geotechnical Analysis								-
3.1	Perform Field Exploration		51					51	\$6,387
3.2	Testing and Analysis		31					31	\$3,870
3.3	Prepare Geotechnical Report		39					39	\$4,925
4	Cultural and Historic Resources					100		100	211.050
4.1	Phase 1: Review and Survey					160		160 762	\$11,678
4.2	Phase 2: Contingency Tasks					762		762	\$47,754
5	Preliminary Design								1
5.1	Roadway Alternatives	144						144	\$16,784
5.2	Retaining Wall Alternatives	72						72	\$7,880
5.3	Roadway Illumination Analysis			20				20	\$2,600
5.4	Traffic Signal Modification Analysis	100		46				46	\$5,980
5.5 5.6	Prepare 30% Plans and Estimate Quality Reviews	182 16		74 6				256 22	\$28,338 \$3,568
0.0	quanty neviews	10							ψο,ουσ
6	Real Property								
6.1	Preliminary Title Reports						17	17	\$1,389
6.2	Preliminary Owner Meetings						17	17	\$1,389
6.3	Right of Way Cost Estimate						14	14	\$1,253
6.4	Appraisal Acquisition						20 206	20 206	\$1,790 \$14,635
6.6	Temporary Construction Permit						39	39	\$2,625
6.7	Relocation (Contingency)						58	58	\$4,181
7	Stormwater Analysis								
7.1	Hydrology and Facility Sizing	48						48	\$4,224
7.2	Corridor Stormwater Analysis Stormwater Report	10 44						10 44	\$900 \$3,672
1.0	Stormwater Report	44						44	\$5,072
8	Utility Coordination								
8.1	Identify Utility Conflicts/relocations	12						12	\$1,396
8.2	Utility Impact Coordination	20						20	\$2,156
9	D:/								
9.1	Permits SEPA Checklist	60						60	\$6,720
9.2	Stormwater Pollution Prevention Plan	40						40	\$3,600
9.3	Wetland Review	24						24	\$2,688
10	Construction Documents	050		<b>-</b> ·				450	A . = - · ·
	60% PS&E 90% PS&E	378		74				452	\$47,544
	90% PS&E 100% PS&E	438 144		74 28				512 172	\$53,700 \$18,054
10.3	Quality Reviews	44		10				54	\$7,936
									1 .,
11	Public Involvement		_						
11.1	Project Mailings				42			42	\$4,142
11.2	Open Houses and Documentation Public Involvement Support	8 4 <i>c</i>			86			94	\$10,241
11.3	1 uone myoivement support	46						46	\$4,346
	Total Hours	2310	147	350	128	922	371	4228	
	Total Labor Cost	\$249,132	\$20,358 \$14,942	\$43,540	\$12,967 \$2,660	\$59,432 \$4,550	\$27,262 \$27,984		\$412,690
					s 2 660	s4.550	\$27.984		\$50,136
	Direct Expenses Subconsultant Administration	\$10,685	φ14,042		ψ2,000	φ4,000	Ψ21,001		\$10,685

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# NW CAMAS MEADOWS Dr. STREET IMPROVEMENTS Project Vicinity Map



# NW CAMAS MEADOWS Dr. STREET IMPROVEMENTS Project Overview



# NW CAMAS MEADOWS Dr. STREET IMPROVEMENTS Project Photographs



Image No. 1: Looking north on NW Larkspur St. from a point approximately 200 FT south of NW 60<sup>th</sup> Ave.



Image No. 2: Looking south on NW Larkspur St. from a point approximately 75 FT north of NW 60<sup>th</sup> Ave.

# NW CAMAS MEADOWS Dr. STREET IMPROVEMENTS Project Photographs



Image No. 3: Looking across Larkspur south-eastward towards NW 60<sup>th</sup> Ave.



Image No. 4: Looking north on NW Larkspur St. from a point approximately 100FT north of NW 60<sup>th</sup> Ave.



Supplemental Agreement Number 03	Organization and Address PBS Engineering & Environmental 314 W. 15th Street Vancouver, WA 98660									
Original Agreement Number	<b>D</b>									
SS-612C1	Phone: 360-695-3488									
Project Number	Execution Date	Completion Date								
SS-612C1	3/8/2016	12/31/2017								
Project Title										
Forest Home Road Slide Repair	\$ 282,572.44									
Description of Work  Design engineering, environmental process, public invo- engineering services for the Forest Home Road Slide R surveying, geotechnical evaluation, structural design, e utility coordination, additionally, project documentation	epair project. Professional servi nvironmental documentation, an	ces will include land d permits, civil design and								
The Local Agency of City of Camas										
desires to supplement the agreement entered into with	PBS Engineering & Environ									
	identified as Agreement No.	SS-612C1								
All provisions in the basic agreement remain in effect ex	ccept as expressly modified by t	his supplement.								
The changes to the agreement are described as follows	:									
	1									
Section 1, SCOPE OF WORK, is hereby changed to rea  Addition of Construction inspection and management. S										
	II									
Section IV, TIME FOR BEGINNING AND COMPLETIO completion of the work to read: no change	N, is amended to change the nu	mber of calendar days for								
	III									
Section V, PAYMENT, shall be amended as follows:										
Addition of Construction inspection and management by	udget. See attached exhibit D									
as set forth in the attached Exhibit A, and by this referen	nce made a part of this supplem	ent.								
If you concur with this supplement and agree to the chabelow and return to this office for final action.	nges as stated above, please s	gn in the appropriate spaces								
By: Gregory P. Jellison, Principal	By:									
Consultant Signature	Approvin	g Authority Signature								

Date

# SUPPLEMENT 3 EXHIBIT C

# SCOPE OF WORK Construction Administration Services

# SS-612C1 Forest Home Road Slide Repair Project City of Camas, Washington

#### GENERAL DESCRIPTION

The City of Camas (City) has asked PBS to perform construction management support for the Forest Home Road Slide Repair Project. The project is currently in the Final Design phase, and is expected to start construction in April 2017. PBS is proposing the scope items below to accommodate this work.

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

- Preparation and submittal of monthly invoices to City for services performed
- Limited construction management and administration
- Attendance at preconstruction conference
- Preparation of Record of Materials (ROM)
- Review of material submittals
- Tracking of weekly statements of working days
- Review of contractor monthly pay estimates and submittal to City
- Review of contractor proposals for alternate "or equal" materials
- Attendance at weekly on-site construction meetings
- Construction engineering support
- Construction Inspection
- Construction surveying
- Preparation of draft project closeout paperwork
- Preparation and submittal of construction record drawings

#### **ASSUMPTIONS**

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

- 1. The City will be responsible for all utility coordination.
- 2. Construction will be completed in the 40 working days allotted to the project, with an assumed 8 weeks of construction.
- 3. Construction staking will be performed by the Contractor.
- 4. Probable start of construction: April 2017.
- 5. Probable end of construction: July 2017.

- 6. The City will be responsible for bid opening, award recommendation, and contract execution for the proposed project.
- 7. The City will have a Local Agency Agreement with WSDOT.
- 8. Certified payrolls verifying federal prevailing wage rates will be required.
- 9. The City will function as the primary Construction Manager and will provide final approval of all paperwork items. The City's Construction Manager will be responsible for distribution of paperwork items to the Contractor, City Inspector, and PBS' Construction Manager.
- 10. The City's Construction Manager will be responsible for any negotiations or management of disputes with the Contractor, utility companies, or private property owners.
- 11. PBS' Construction Manager and Project Assistant will prepare draft versions of paperwork, as described in this scope, and will provide the drafts to the City's Construction Manager for review and approval. PBS will maintain this documentation as items are reviewed and approved.
- 12. In this scope, "PBS" is used to represent both PBS' Construction Manager and Project Assistant, unless otherwise indicated in the task description.
- 13. Columbia West has been retained by the City for performance of materials and compaction testing.

#### SCOPE OF WORK

#### Task 11: Project Management and Coordination

Sub-Task 11.1: Contract Administration, Invoicing, and Progress Reports

PBS will perform project management services to include the following:

- 1. Prepare and submit monthly invoices. Each invoice will include: date period covered by invoice, number of hours worked during the billing period with billing rates shown, expenses and associated mark-ups, total cost for labor and expenses for the billing period, and a total amount summarizing labor and expenses. No additional markup will be included in the billing by PBS.
- 2. 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 and expenses. The Contract Summary Report will also list the total amount billed to date, total amount remaining under contract, and contract expiration date.
- 3. Maintain all contract-required documentation. Provide copies of project files and records to the City for audits and public information requests. All final documents shall be provided in electronic format as requested.

#### Sub-Task 11.1: Deliverables

- Monthly invoices, and Contract Summary Reports
- Project documentation

#### Sub-Task 11.2: Preconstruction and Kickoff Meetings

1. An initial kickoff/coordination meeting will be conducted with PBS' project team and City staff to establish procedures/protocols and communication requirements for the project. This meeting should occur prior to bid advertisement.

2. PBS will assist the City with coordination of the preconstruction conference.

<u>Exclusions</u>: Preparation of preconstruction meeting agenda. Scheduling of meetings. Distribution of preconstruction meeting notes to all parties.

#### Sub-Task 11.2: Deliverables

- Preconstruction conference meeting notes provided to the City
- Kickoff coordination meeting notes provided to the City

#### Sub-Task 11.3: Project Monitoring and Reporting

Project monitoring will include the coordination of design and construction services team members and project scheduling. PBS duties will include the following:

1. Project Management: General coordination with client, other consultants, and stakeholders on construction-related items.

#### Sub-Task 11.3: Deliverables

• Copies of all written communications.

#### Sub-Task 11.4: WSDOT Coordination

PBS will facilitate and coordinate with WSDOT to ensure timely receipt and acknowledgement of federal documentation.

#### Sub-Task 11.4: Deliverables

Copies of all written communications with WSDOT.

#### Task 12: Construction Management and Engineering

#### Sub-Task 12.1: Prepare Record of Materials (ROM)

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

- 1. PBS will develop the ROM with material acceptance criteria.
- 2. PBS will provide the City with a draft ROM for approval and update the ROM acceptance criteria as needed by the City during construction.

#### Sub-Task 12.1: Deliverables

Record of Materials (ROM)

#### Sub-Task 12.2: On-Site Meetings

PBS will attend on-site project progress and utility coordination meetings. Other specific pre-work meetings may include the following (based on need during construction or Contractor request): traffic control/staging, construction surveying, HMAC paving, and striping. PBS will issue meeting notes for each meeting attended. Generally, the City's Construction Manager, PBS' Construction Manager or Project Assistant, City Inspector, and Contractor will be in attendance. Progress meetings will be used to promote effective communication between the City, PBS, Contractor, and other project stakeholders. For budgeting purposes, this task assumes that PBS personnel will attend meetings every other week during construction, for a total of five (5)

on-site meetings.

<u>Exclusions</u>: Preparation of meeting agenda. Scheduling of meetings. Distribution of meeting notes to all parties.

#### Sub-Task 12.2: Deliverables

Construction Meeting Notes provided to the City.

#### Sub-Task 12.3: Material Submittals

PBS will receive and review material submittals (Manufacturer's Certificates of Compliance, Certificates of Material Origin, cut sheets, Qualified Product List sheets, etc.), construction sequence schedules, shop drawings, and other items required from the Contractor to ensure compliance with contract requirements. PBS will review the following submittals, including but not limited to: material-specific submittals, HMA and concrete mix designs, retaining wall calculations and drawings, illumination materials, landscape items, and others required by construction contract specifications.

For budgeting purposes, this task assumes a total of 15 material submittals.

#### PBS' scope includes the following:

1. PBS will receive, review, and maintain all material submittals, with assistance from structural engineering sub-consultant and geotechnical engineering sub-consultant for submittals pertinent to those areas of expertise. Upon completion of review, PBS will provide a recommendation to the City of appropriate approval requirements for material submittals.

Exclusions: Approval and issuance to Contractor of approved material submittals.

#### Sub-Task 12.3: Deliverables

- Copies of approved material submittals with associated PBS recommendations for approval.
- Copies of all written communications with the Contractor.

#### Sub-Task 12.4: Construction Administration and Engineering

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

#### PBS duties will include the following:

- 1. PBS will receive and review the SPCC Plan and provide the City with a recommendation of approval criteria.
- 2. PBS will review the Contractor's proposed Monthly Pay Estimate. PBS will provide a draft Monthly Pay Estimate to the City for review and approval. Assumed a total of three (3) monthly estimates plus the

- final estimate. Assumed that City Inspector will provide PBS with pay notes no later than three (3) days after the last day of the billing month.
- 3. PBS will receive and review City Inspector's daily report recording all pertinent information such as: Contractor's hours on the site, weather conditions, and data relative to potential Change Orders, Minor Change Orders, or changed conditions, site visitors, daily activities, and decisions.
- 4. PBS will receive and review Contractor's Erosion Control Inspection reports. PBS will notify the City Construction Manager if any irregularities or concerns are identified.
- 5. PBS will receive and review all Requests to Sublet Work for approval of subcontractors, and provide the City with a recommendation of approval criteria.
- 6. PBS will receive, review, and determine the acceptability of any and all schedules provided by the contractor. These may include the Progress Schedule, Schedule of Submittals, and Schedule of Values. Assumed a total of eight (8) weekly schedules.
- 7. PBS will track and prepare a weekly statement of Working Days. Assumed a total of eight (8) statements.

<u>Exclusions</u>: Approval and issuance to Contractor of approved submittals, including but not limited to: traffic control plans, staging plans, erosion and pollution control plans, quality control plans, and construction schedules. Approval or acceptance of erosion control inspection or traffic control reports. Approval and issuance to Contractor of approved Requests to Sublet. Approval and issuance of Weekly Statement of Working Days, or addressing Contractor disputes regarding Working Days calculations.

#### Sub-Task 12.4: Deliverables

- Copies of all plans and reports provided by the Contractor with recommendations of approval criteria
- Copies of Erosion Control Inspection Reports to the City for submission to Washington Department of Ecology
- Draft of Monthly Pay Estimates for review and approval
- Copies of City Inspector's daily reports
- · Copies of all written communications
- · Record of field decisions
- Record of Contractor labor compliance, including subcontracts
- Weekly Statement of Working Days provided to the City for approval and issuance.
- Copies of all Schedules provided by the Contractor

#### Sub-Task 12.5: Response to Questions and Change Orders

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

#### PBS' duties will include the following:

- 1. PBS will assist the City with addressing construction questions and draft up to five (5) RFIs from the Contractor. PBS will provide drafts to the City for approval and issuance to the Contractor.
- 2. PBS will assist the City with processing up to three (3) RFCs from the Contractor.

- 3. PBS will assist the City with preparing up to three (3) change orders as needed, and provide these to the City for approval and issuance to the Contractor.
- 4. PBS will prepare up to two (2) design changes associated with change orders (including exhibits) during the construction process.

<u>Exclusions</u>: Approval and issuance of change order paperwork to Contractor. Negotiation or coordination with Contractor on nature of change order work, payments, or other items.

#### Sub-Task 12.5: Deliverables

- Draft RFIs to the City for approval and issuance to the Contractor
- Draft RFCs to the City for approval and issuance to the Contractor
- Draft Change Orders to the City for approval and issuance to the Contractor

#### Sub-Task 12.6: Construction Surveying

PBS Survey Department will provide construction staking checks as requested by the City. For budgeting purposes, this task assumes a two-person survey crew for up to 8 hours. Additional time is included for office preparation and exporting of survey data.

#### Sub-Task 12.6: Deliverables

- Copies of all written communications
- Staking notes, if requested by the City
- Electronic AutoCAD files, if requested by the City

#### Task 13: Construction Observation

#### Sub-Task 13.1: Site Visits

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

For budgeting purposes, this task assumes the City will request site visits by the PBS Construction Manager for no more than 10 over the course of construction activities.

#### Sub-Task 13.1: Deliverables

- · Copies of all written communications
- Copies of observation reports

#### Sub-Task 13.2: Geotechnical Support

PBS will coordinate for geotechnical support services with Apex Companies, LLC, to address any questions that may arise in regard to this field of expertise, including visual inspection of the completed excavation to ensure the slide mass is removed, and during construction of the fill placement. This task allows for up to 8 hours of communication and correspondence from Apex Companies, LLC.

For budgeting purposes, this task assumes eight (8) hours total for PBS communication and correspondence with subconsultant and project stakeholders.

#### Sub-Task 13.2: Deliverables

- Copies of all construction recommendations provided by Apex Companies, LLC
- Copies of all test results and reports by Apex Companies, LLC

#### Sub-Task 13.3: Structural Support

PBS will coordinate for structural support services with Aptum, Inc., to address any questions that may arise in regards to this field of expertise, including construction of the gabion wall. This task assumes that Aptum, Inc., will perform no more than two (2) site visits throughout the duration of construction, and allows for up to four (4) hours of communication and correspondence from Aptum, Inc.

For budgeting purposes, this task assumes four (4) hours total for PBS communication and correspondence with subconsultant and project stakeholders.

#### Sub-Task 13.3: Deliverables

- Copies of all construction recommendations provided by Aptum, Inc.
- · Copies of all test results and reports by Aptum, Inc.

#### Sub-Task 13.4: Inspection Services

PBS shall provide on-site construction inspection services. The PBS' construction inspector will be the Engineer's agent for the project and will act as directed by, and under the supervision of the engineer. The inspector's oversight pertaining to the Contractor's work shall, in general, be with the engineer and Contractor, keeping the City staff advised as necessary. The inspector's interaction with subcontractors shall only be through, or with, the full knowledge and approval of the Contractor. The inspector shall communicate with City staff, with the knowledge of and under the direction of the engineer. For budgeting purposes, this assume full time inspection for 40 days. The inspector responsibilities will include the following:

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

#### Sub-Task 13.4: Deliverables

- Daily Inspection Reports.
- Daily Tracking of Bid Item Quantities.
- Project photos

#### Task 14: Project Closeout and As-Builts

#### Sub-Task 14.1: As-Builts

The Final Plans will be revised to conform to construction record drawings from information supplied by the Contractor, City Inspector, and the PBS Survey Department.

#### PBS' duties will include the following:

- 1. PBS will prepare Construction Record Drawings based on as-built information provided by the City's Inspector, and survey data collected by the PBS Survey Department.
- 2. PBS will submit the complete set to the City for approval. Upon receiving approval of as-builts, PBS will provide 1 full size Mylar set and 4 disks, each with one electronic copy in PDF format

#### Sub-Task 14.1: Deliverables

Construction Record Drawing in Mylar and electronic formats.

#### Sub-Task 14.2: Closeout Documentation

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

- 1. The City Construction Manager will perform all final inspections and will provide PBS with a list of punch list items. The City Construction Manager will establish dates of substantial, physical, and contract completion, and will provide PBS with these dates.
- 2. PBS will prepare draft letters of substantial, physical, and contract completion for review, approval, and issuance by the City.
- 3. PBS will assemble all construction documentation in binders for delivery to the City.

<u>Exclusions</u>: Final inspections and project punch list. Establishment of substantial, physical, and contract completion dates.

#### Sub-Task 14.2: Deliverables

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

#### REIMBURSABLE EXPENSES

PBS has included reimbursable expenses for:

1. Vehicle mileage

2. Printing, copying, or binding services

Forest Home Road Slide Repair - Const Mgmt Phase						EXHIB	שווט					SUBCONSUL	TANITO (NITE)		Dh 1	Dh 2	Deelen	CM	Total
rorest nome koad silde kepali - Corist Myritt Priase											HDJ	Geotechnical	structures	SUB	Phase 1 BUDGET	Phase 2 BUDGET	Design BUDGET	BUDGET	BUDGET
Task and Description	Eng Mngr VI	Des Tech IV	Des Tech III	Survey Prin	Survey Crew - 2 person	Survey LSIT	Survey Tech I	Constr. Insp. I	Admin	Expense	TOTAL	Apex	Aptum	TOTAL	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
TASK 21- PROJECT MANAGEMENT AND ADMINISTRATION	Eng wingi vi	Destectiv	DC3 TCCIT III	Surveyiiii	2 pc/30//	Survey ESTI	Survey reciti	constr. insp. r	Admin	Experise	\$0.00	Арсх	Aptum	\$0.00	\$9,942.00	\$14,842.00	\$24,784.00	\$0.00	\$24,784.00
Subtask 1.1 Contract Administration, Invoicing, and Progress Reports											0.00			0.00	1.082.00	\$3,162.00	\$4,244.00	\$0.00	\$4,244.00
Subtask 1.2 Meetings											0.00			0.00	1,020.00	\$5,480.00	\$6,500.00	\$0.00	\$6,500.00
Subtask 1.2 Meanings  Subtask 1.3 Management, Coordination and Direction											0.00			0.00	4.120.00	\$3,460.00	\$7,220.00	\$0.00	\$7,220.00
Subtask 1.4: Coordination with WSDOT and FHWA											0.00			0.00	3,720.00	\$3,100.00	\$6,820.00	\$0.00	\$6,820.00
															\$15,803.00		\$15,803.00	\$0.00	
TASK 2 - Data Collection Subtask 2.1 Surveying											\$0.00			\$0.00	13,420.00	\$0.00	13,420.00	0.00	\$15,803.00
Subtask 2.1.1: Control Network														1					13,420.00
Subtask 2.1.1: Conduct records research											0.00			0.00	3,630.00	\$0.00	\$3,630.00	\$0.00	\$3,630.00
											0.00			0.00	722.00	\$0.00	\$722.00	\$0.00	\$722.00
Subtask 2.1.3: Preconstruction record of survey and resolution											0.00			0.00	1,444.00	\$0.00	\$1,444.00	\$0.00	\$1,444.00
Subtask 2.1.4: Topographic Survey											0.00			0.00	5,374.00	\$0.00	\$5,374.00	\$0.00	\$5,374.00
Subtask 2.1.5: Legal Descriptions											0.00			0.00	2,250.00	\$0.00	\$2,250.00	\$0.00	\$2,250.00
Other Data Collection											0.00			0.00	2,383.00	0.00	2,383.00	0.00	2,383.00
Subtask 2.2: Base Map											0.00			0.00	1,371.00	\$0.00	\$1,371.00	\$0.00	\$1,371.00
Subtask 2.3: Site Vsits											0.00			0.00	764.00	\$0.00	\$764.00	\$0.00	\$764.00
Subtask 2.4: Project Photos											0.00			0.00	248.00	\$0.00	\$248.00	\$0.00	\$248.00
Task 3: Geotechnical Engineering											\$0.00			\$0.00	\$33,208.00	\$0.00	\$33,208.00	\$0.00	\$33,208.00
Subtask 3 Geotechnical Engineering											0.00			0.00	33,208.00	\$0.00	\$33,208.00	\$0.00	\$33,208.00
TASK 4: Environmental											\$0.00			\$0.00	\$21,489.73	\$28,361.73	\$49,851.46	\$0.00	\$49,851.46
Subtask 4.1: Stream and Wetland Field Review and Report											0.00			0.00	3,774.11	\$5,785.81	\$9,559.92	\$0.00	\$9,559.92
Subtask 4.2 Joint Aquatic Resources Permit Application and Clean Water Act											0.00			0.00	2,320.25	\$3,865.01	\$6,185.26	\$0.00	\$6,185.26
Subtask 4.3 Washington Dept of Fish & Wildlife Hydraulic Project Approval											0.00			0.00	1,499.00	\$1,427.81	\$2,926.81	\$0.00	\$2,926.81
Subtask 4.4 National Environmental Policy Act (NEPA) Compliance											0.00			0.00	2,466.33	\$1,163.92	\$3,630.25	\$0.00	\$3,630.25
Subtask 4.5 Endangered Species Act (ESA) Compliance											0.00			0.00	4,637.30	\$613.64	\$5,250.94	\$0.00	\$5,250.94
Subtask 4.6 Sole Source Aquifer Program Compliance											0.00			0.00	1,669.54	\$613.64	\$2,283.18	\$0.00	\$2,283.18
Subtask 4.7 SEPA Compliance											0.00			0.00	310.00	\$6,242.88	\$6,552.88	\$0.00	\$6,552.88
Subtask 4.8 City of Camas Critical Areas and Significant Tree Permit											0.00			0.00	968.25	\$6,814.46	\$7,782.71	\$0.00	\$7,782.71
Subtask 4.9 Project Planning and Coordination											0.00			0.00	3,844.95	\$1,834.56	\$5,679.51	\$0.00	\$5,679.51
Subtask 4.10: Cultural and Historic Resources											0.00			0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 5: Design Engineering											0.00			0.00	11,560.00	\$50,615.53	\$62,175.53	\$0.00	\$62,175.53
Subtask 5.1: Concept / Alternatives											0.00			0.00	11,560.00	\$3,810.53	\$15,370.53	\$0.00	\$15,370.53
Subtask 5.2: 50 % Design											0.00			0.00	0.00	\$17,780.00	\$17,780.00	\$0.00	\$17,780.00
Subtask 5.3: 90% Design											0.00			0.00	0.00	\$18,080.00	\$18,080.00	\$0.00	\$18,080.00
Subtask 5.4: Final Design											0.00			0.00	0.00	\$9,550.00	\$9,550.00	\$0.00	\$9,550.00
Subtask 5.5: QA/QC											0.00			0.00	0.00	\$1,395,00	\$1.395.00	\$0.00	\$1,395,00
Task 6: Structural Engineering											\$0.00			\$0.00	\$0.00	\$1,370.00	\$1,370.00	\$0.00	\$1,370.00
Subtask 6 Structural Engineering											0.00			0.00	0.00	\$1,370.00	\$1,370.00	\$0.00	\$1,370.00
Task 7 Utility Coordination											\$0.00			\$0.00	\$1,075.00	\$0.00	\$1,075.00	\$0.00	\$1,075.00
Subtask 7.1: Utility Coordination											0.00			0.00	1,075.00	\$0.00	\$1,075.00	\$0.00	\$1,075.00
Task 8: Right of Way											\$0.00			\$0.00	\$0.00	\$27,353.58	\$27,353.58	\$0.00	\$27,353.58
Subtask 8.1: Title Reports/PFE											0.00			0.00	0.00	\$6,964.82	\$6,964.82	\$0.00	\$6,964.82
Subtask 8.3: Appraisal and Appraisal Review											0.00			0.00	0.00	\$8,280.00	\$8,280.00	\$0.00	\$8,280.00
Subtask 8.4: Acquisition/certification											0.00			0.00	0.00	\$12,108.76	\$12,108.76	\$0.00	\$12,108.76
Task 9: Public Involvement											\$0.00			\$0.00	\$0.00	\$12,108.76	\$620.00	\$0.00	\$620.00
Subtask 9: Public Involvement											0.00			0.00	0.00	\$620.00	\$620.00	\$0.00	\$620.00
TASK 10: Project Management and Design Engineering Subtask 10.1 Pre-Bid Opening											\$0.00			\$0.00	\$0.00	\$2,292.00	\$2,292.00	\$0.00	\$2,292.00
заолам 10.1 гте-ын Оренинд											0.00			0.00	0.00	\$2,292.00	\$2,292.00	\$0.00	\$2,292.00

TASK 11: Constuction Management Admin										\$5,258.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,258.00	\$5,258.00
Subtask 11.1 Contract Administration, Invoicing, and Progress Reports	10.00								4.00	1,798.0	0		0.00	0.00	\$0.00	\$0.00	\$1,798.00	\$1,798.00
Subtask 11.2 Preconstruction and Kickoff Meetings	4.00		4.00						60.	00 1,140.0	0		0.00	0.00	\$0.00	\$0.00	\$1,140.00	\$1,140.00
Subtask 11.3 Project Monitoring and Reporting	2.00		4.00							770.0	0		0.00	0.00	\$0.00	\$0.00	\$770.00	\$770.00
Subtask 11.4 WSDOT Coordination	10.00									1,550.0	0		0.00	0.00	\$0.00	\$0.00	\$1,550.00	\$1,550.00
										0.0	0		0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
TASK 12: Constuction Management & Engineering										\$13,453.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,453.00	\$13,453.00
Subtask 12.1 Prepare Record of Materials (ROM)		2.00	10.00							1,388.0	0		0.00	0.00	\$0.00	\$0.00	\$1,388.00	\$1,388.00
Subtask 12.2 On-site Meetings	10.00								150.	00 1,700.0	0		0.00	0.00	\$0.00	\$0.00	\$1,700.00	\$1,700.00
Subtask 12.3 Material Submittals	4.00		20.00							2,920.0	0		0.00	0.00	\$0.00	\$0.00	\$2,920.00	\$2,920.00
Subtask 12.4 Construction Administration and Engineering	2.00	20.00	6.00							3,380.0	0		0.00	0.00	\$0.00	\$0.00	\$3,380.00	\$3,380.00
Subtask 12.5 Response to Questions (RFIs) and Change Orders	2.00		16.00							2,150.0	0		0.00	0.00	\$0.00	\$0.00	\$2,150.00	\$2,150.00
Subtask 12.6 Construction Staking				1.00	8.00	2.00	2.00		120.	00 1,915.0	0		0.00	4.00	\$0.00	\$0.00	\$1,915.00	\$1,915.00
TASK 13: Constuction Management Observation										\$30,160.00	4,640.00	500.00	\$5,140.00	\$0.00	\$0.00	\$0.00	\$35,300.00	\$35,300.00
Subtask 13.1 Site Visits	10.00								150.	00 1,700.0	0		0.00	0.00	\$0.00	\$0.00	\$1,700.00	\$1,700.00
Subtask 13.2 Geotechnical Support	8.00									1,240.0	0 4,640.00		4,640.00	0.00	\$0.00	\$0.00	\$5,880.00	\$5,880.00
Subtask 13.3 Structural Support	4.00									620.0	0	500.00	500.00	0.00	\$0.00	\$0.00	\$1,120.00	\$1,120.00
Subtask 13.4: Inspection Services								320.00	1,000.	26,600.0	0		0.00	0.00	\$0.00	\$0.00	\$26,600.00	\$26,600.00
										0.0	0		0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
TASK 14: Constuction Management Closeout & As-Builts										\$4,514.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,514.00	\$4,514.00
Subtask 14.1 As-Builts	1.00	16.00	10.00							3,209.0	0		0.00	0.00	\$0.00	\$0.00	\$3,209.00	\$3,209.00
Subtask 14.2 Close-out Documentation	1.00		10.00							1,305.0	0		0.00	0.00	\$0.00	\$0.00	\$1,305.00	\$1,305.00
										0.0	0		0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
										0.0	0		0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
										0.0	0		0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
										\$0.00	1		\$0.00	\$0.00	\$2,292.00	\$0.00	\$0.00	\$0.00
										0.0	0		0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
										0.0	0		0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
										0.0	0		0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
										0.0	0		0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
										0.0	0		0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Reimbursable Expenses										\$0.00	0.00	0.00	\$0.00	\$2,405.32	\$2,675.51	\$5,514.87	\$0.00	\$5,514.87
Copies										0.0	0		0.00	500.00	\$500.00	\$1,000.00	\$0.00	\$1,000.00
Expenses										0.0	0		0.00	500.00	\$500.00	\$1,000.00	\$0.00	\$1,000.00
Travel										0.0	0		0.00	500.00	\$500.00	\$1,000.00	\$0.00	\$1,000.00
	1								Ammuni					905.32	\$1,175.51	\$2,080.83	\$0.00	\$2,080.83
TOTAL HOURS HOURLY RATES		38.00 119.00	80.00 115.00		8.00 156.00	2.00 103.00		320.00 80.00	4.00 62.00									
TOTAL DOLLARS					\$ 1.248.00	\$ 206.00				0 \$53.385.00	\$ 4,640,00	\$ 500.00	\$ 5.140.00	\$95,483,05	\$128,130,35	\$224.047.44	\$58.525.00	\$282.572.44
		+ 1,	.,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					4-2,020	1,2 12122		2,7,10,102	410,100.00	*	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		



# VOLUNTEER SPIRIT AWARD

in the City of Camas, presented to

# TIM HEIN

For his dedicated service to the community as a member of the Planning Commission since 2004, and his steadfast leadership through challenging topics and developments; always with the City's long-term best interests at heart.

Dated this 21st day of February, 2017

Scott Higgins, Mayor



#### RESOLUTION NO. 17-001

# A RESOLUTION DECLARING AN UNDUE BURDEN TO MAINTAIN A COMPREHENSIVE INDEX OF PUBLIC RECORDS

WHEREAS, Revised Code of Washington (RCW) 42.56.070 (3) requires that local agencies maintain and make available for public inspection and copying a current index of all public records; and

WHEREAS, RCW 42.56.070 (4) provides that if maintaining such an index would be unduly burdensome, or would interfere with the agency operation, a city need not maintain such an index, but it must issue and publish a formal order specifying the reasons why and the extent to which compliance would be unduly burdensome; and

WHEREAS, the City of Camas' business is not limited to a single function and all its departments are indicative of the breadth of the City's official business; and

WHEREAS, the City Council makes the following finding; public records to be indexed are varied and maintained by individual departments at different worksites and databases throughout the City and to inventory, categorize, and maintain a central index of each of the records identified in the RCW would require the addition of staff and storage resources creating an additional taxpayer expense and indexing each document at the department level would place an undue burden on administrative staff and reduce the efficiency with which the public's business is conducted; and

WHEREAS, the City has begun such a public records index and has made it available on the City's website; the City will continue to work towards full compliance with all applicable laws.

NOW THEREFORE, be it resolved by the City Council of the City of Camas as follows:

- 1. The City of Camas is not required to maintain an all-inclusive index of public records due to the findings that the requirement is unduly burdensome.
- 2. City departments are to maintain file maintenance systems that enable staff to operate efficiently and effectively in providing service to the community and the general public.
- 3. Pursuant to Chapter 42.56 RCW, the City of Camas shall make available for public inspection and/or copying all public records and any records management or file database maintained by the City to the extent not exempt from inspection and/or copying pursuant to Chapter 42.56 RCW or other applicable laws.
- 4. The City of Camas will continue to work towards full compliance of providing a complete index of all its public records.

PASSED BY the Council and	APPROVED by the Mayor thi	is 21 <sup>st</sup> day of February, 2017.

	SIGNED:	
	Mayor	
	ATTEST:	
	Clerk	
APPROVED as to form:		
City Attorney		

#### RESOLUTION NO. 17-002

A RESOLUTION establishing a two hour time limit for parking on the west side of NE Everett Street beginning 60 feet north of NE 5<sup>th</sup> Avenue and continuing north for 40 feet; and removing the one hour time limit for parking on the west side of NE Franklin Street between NE 3<sup>rd</sup> Avenue and NE 4<sup>th</sup> Avenue.

WHEREAS, CMC 10.08.010 authorizes the City Council to impose parking time limits for certain designated streets and locations within the City, and

WHEREAS, the parking time limit on the west side of NE Everett Street between NE  $5^{th}$  Avenue and NE  $6^{th}$  Avenue is currently unrestricted, and

WHEREAS, the parking time limit on the west side of NE Franklin Street between NE 3<sup>rd</sup> Avenue and NE 4<sup>th</sup> Avenue is currently one hour, and

WHEREAS, the Parking Advisory Committee has reviewed the requests pertaining to this resolution and recommends to the Council that Council adopt this resolution, and

WHEREAS, the Council desires to impose a two hour parking limit on the west side of NE Everett Street beginning 60 feet north of NE 5<sup>th</sup> Avenue and continuing north for 40 feet, and remove the one hour time limit for parking on the west side of NE Franklin Street between NE 3<sup>rd</sup> Avenue and NE 4<sup>th</sup> Avenue.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

#### Section I

The parking time limit on the west side of NE Everett Street beginning 60 feet north of NE 5th Avenue and continuing north for 40 feet shall be two hours.

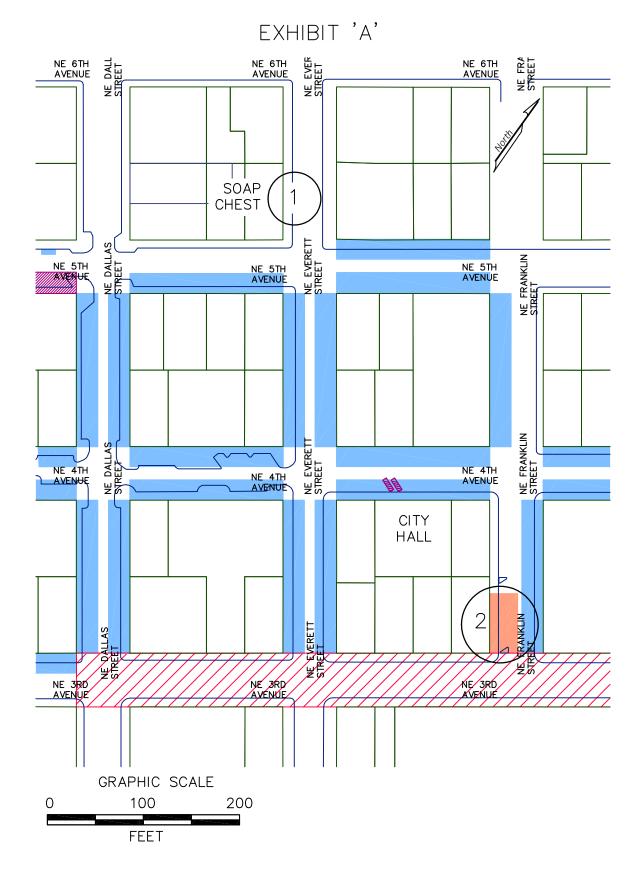
#### Section II

The parking time limit on the west side of NE Franklin Street shall be unrestricted.

# Section III

,	The City E	Engineer is	directed to	erect	and/or	remove	the	necessary	signs	giving
notice o	of the new	parking tin	ne limits.							

Se	ection IV	
This Resolution shall be effective upon obsolete signs by the City Engineer.	on the installati	ion of new signs and removal of
ADOPTED by the Council of the Cit day of February, 2017.	y of Camas an	d approved by the Mayor this
	SIGNED:	
	SIGNED	Mayor
	ATTEST:	
		Clerk
APPROVED as to form:		
City Attorney		



# PROPOSED PARKING CHANGES

- 1. CHANGE (2) UNRESTRICTED TIME LIMIT SPACES TO 2-HOUR PARKING.
- 2. REMOVE 1-HOUR TIME RESTRICTION ON (6) SPACES, LEAVE UNRESTRICTED.