



CITY COUNCIL REGULAR MEETING AGENDA
Monday, July 2, 2018, 7:00 PM
City Hall, 616 NE 4th Avenue

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENTS

V. CONSENT AGENDA

- A. Approve the June 18, 2018, Camas City Council Regular and Workshop meeting minutes.

 [June 18, 2018 Camas City Council Workshop Meeting Minutes - Draft](#)
[June 18, 2018 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 Mayor to sign the Community Development Block Grant (CDBG) Agreement with Clark County for the receipt of \$180,000 for the NE Adams Street Improvements. The project boundaries are from NE 19th Avenue to NE 21st Avenue. Improvements include replacement of the sewer and water mains and connecting services for each; sidewalks on the west side; curb ramps; roadway rehabilitation; signing and pavement markings. Additional funding for this project is from the water and sewer utility funds in the 2018 Capital Budget. (Submitted by Jim Hodges)

 [Adams Street Improvements CDBG Agreement](#)

- D. Authorize the Mayor to sign a professional services agreement with Wallis Engineering for permitting and 30% design services for Lacamas Creek Sewer Pump Station Improvements in an amount not to exceed \$361,189.00. This project design is fully funded in the 2018 Capital Budget. (Submitted by Jim Hodges)

 [Lacamas Creek Pump Station Professions Services Agreement](#)

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

VI. NON-AGENDA ITEMS


- A. Staff

B. Council

VII. MAYOR

A. Announcements

B. Mayor's Volunteer Spirit Award

 [June 2018 Erika Cox](#)

VIII. MEETING ITEMS

There are no regular business items.

IX. PUBLIC COMMENTS

X. ADJOURNMENT

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



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT
Monday, June 18, 2018, 4:30 PM
City Hall, 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, Deanna Rusch, Melissa Smith and Shannon Turk

Excused: Steve Hogan

Staff: Jerry Acheson, Phil Bourquin, Pete Capell, James Carothers, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Robert Maul, Danielle Reynolds, Heather Rowley, Connie Urquhart, Steve Wall and Alicia Harris (intern)

Press: No one from the press was present

III. PUBLIC COMMENTS

No one from the public wished to speak.

IV. WORKSHOP TOPICS

- A. Recognition of 25-Year Anniversary for Pam O'Brien, Accounting Manager
Details: Pam O'Brien celebrated 25 years of service with the City of Camas on June 29, 2017.

Presenter: Cathy Huber Nickerson, Finance Director

- B. Park Impact Fee Update

Details: A presentation about the process used to update the Park Impact Fee (PIF) Methodology and options for an updated PIF.

Presenter: Jerry Acheson, Parks and Recreation Manager and John Ghilarducci and Tim Wood of FCS Group

 [Camas Park Impact Fee Presentation](#)

Acheson and Ghilarducci provided an overview and discussion ensued. This item will be placed on a future agenda for further discussion.

- C. Integrated Library System

Details: The Camas Library has been using the Fort Vancouver Regional

Library (FVRL) Integrated Library System for cataloging purposes. The agreement with FVRL is dissolving so the Camas Library needs an Integrated Library System. The attached staff report provides information about the software, vendor selection process and contract.

Presenter: Connie Urquhart, Library Director

 [Innovative Professional Services Agreement](#)

[Innovative Subscription License](#)

[Library Staff Report](#)

Urquhart summarized the agreements. This item was placed on the June 18, 2018 Consent Agenda for Council's consideration.

D. Lacamas Creek Sewer Pump Station Design Consultant Services

Details: Wallis Engineering has been selected to perform design, permitting, site investigations, survey and pump station layout alternatives at the Lacamas Creek trailhead parking lot on the north side of NE 3rd Avenue near E 1st Avenue. The work also includes a design to modify the existing driveway access and a preliminary parking lot layout. This scope includes approximately 80 percent of the preliminary engineering work for the project. The proposed initial contract amount is \$361,189. The budgeted project amount for 2018, is \$600,000.

Presenter: James Carothers, Engineering Manager

 [Lacamas Creek Sewer Pump Station Design Contract Scope](#)

This item will be placed on the July 2, 2018 Consent Agenda for Council's consideration.

E. MCImetro Franchise Agreement

Details: MCImetro Access Transmission Services Corp. ("MCImetro"), doing business as Verizon Access Transmission Services, requests a franchise agreement with the City for installation of fiber optic telecommunication lines within the City right-of-way. The fiber optic lines will be used in part to serve future small cell wireless sites that Verizon is also currently discussing with the City. The draft ordinance has been reviewed by staff and the City Attorney, as well as MCImetro and their attorney.

Presenter: Steve Wall, Public Works Director

 [Draft Ordinance for Franchise Agreement with MCImetro](#)

Wall provided an overview and responded to Council's questions. This item will be placed on the July 2, 2018 Regular Meeting Agenda for Council's consideration, following a public hearing.

F. Public Works Miscellaneous and Updates

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


Presenter: Steve Wall, Public Works Director

There were no miscellaneous items or updates.

- G. 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.

- H. Camping Restriction in Public Parks and Open Spaces
Details: A draft ordinance to amend Camas Municipal Code (CMC) Chapter 12.32.090 making it unlawful to camp in a public park or open space.
Presenter: Pete Capell, City Administrator

 [Draft Ordinance Amending CMC 12.32.090 - Camping](#)
[Draft Amendment to CMC 12.32.090 - Camping](#)

This item will be placed on a future agenda for Council's consideration.

- I. City Administrator Miscellaneous Updates and Scheduling
Details: This is a placeholder for miscellaneous or scheduling items.
Presenter: Pete Capell, City Administrator

Capell announced he will attend the Association of Washington Cities (AWC) annual conference next week.

Capell provided a brief summary about items B, C and D on the Regular Meeting Agenda. Discussion ensued.

V. COUNCIL COMMENTS AND REPORTS

Chaney commented about the Camtown Youth Festival and provided an overview of the Clark Regional Emergency Services Agency (CRESA) meeting he attended.

Rusch and Smith commented about visiting with Fire Station 41 staff last week.

Turk attended a C-TRAN meeting and the Fort Vancouver Flag Day celebration.

Carter will attend the next Planning Commission meeting.

Smith will attend the next Camas-Washougal Chamber of Commerce luncheon.

VI. PUBLIC COMMENTS

No one from the public wished to speak.

VII. ADJOURNMENT

The meeting adjourned at 5:36 p.m.

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



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT
Monday, June 18, 2018, 7:00 PM
City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

Staff: Anita Ashton, Phil Bourquin, Pete Capell, James Carothers, Jennifer Gorsuch, Mitch Lackey, Shawn MacPherson, Robert Maul, Randy Miller, Danielle Reynolds, Heather Rowley, Connie Urquhart, Steve Wall and Alicia Harris (intern)

Press: Kelly Moyer, Camas-Washougal Post-Record

IV. PUBLIC COMMENTS

No one from the public wished to speak.

V. CONSENT AGENDA

- A. Approved the June 4, 2018, Camas City Council Regular and Workshop meeting minutes, as well as the June 11, 2018, Camas City Council Special meeting minutes.

 [June 4, 2018 Camas City Council Workshop Meeting Minutes - Draft](#)

[June 4, 2018 Camas City Council Regular Meeting Minutes - Draft](#)

[June 11, 2018 Camas City Council Special Meeting Minutes - Draft](#)

- B. Approved the automated clearing house and claim checks numbered 137346 to 137525 in the amount of \$1,138,314.99. Approved electronic payments for the month of May in the amount of \$80,185.75.
- C. Authorized the write-off of the May 2018 Emergency Medical Services (EMS) billings in the amount of \$95,220.49. 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)
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- D. Authorized the Mayor, or designee, to execute the professional services agreement and subscription license for the Integrated Library System.
(Submitted by Connie Urquhart)

 [Innovative Professional Services Agreement](#)

[Innovative Subscription License](#)

[Library Staff Report](#)

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

VI. NON-AGENDA ITEMS

- A. Staff

There were no updates from staff.

- B. Council

There were no comments from Council.

VII. MAYOR

- A. Announcements

There were no announcements from Mayor Higgins.

- B. Citizen Appointment to the Library Board of Trustees

 [Citizen Appointment - Library Board](#)

It was moved by Council Member Turk, seconded by Council Member Carter, that this appointment be approved. The motion carried unanimously.

- C. Mayor's Volunteer Spirit Award

 [June 2018 Erika Cox](#)

The recipient was not present. This item will be placed on a future Regular Meeting Agenda.

VIII. MEETING ITEMS

- A. Resolution No. 18-005 Revising and Extending the Comprehensive Street Program

Details: This resolution adopts the Comprehensive Street Program, also known as the Six-Year Transportation Improvement Program, for years 2019-2024 in accordance with Revised Code of Washington (RCW) 35.77.010. The list and map represent the program approved by Council at the June 4, 2018 Regular Meeting.

Presenter: James Carothers, Engineering Manager

- [Resolution No. 18-005 Six-Year Transportation Improvement Program](#)
- [Six-Year Transportation Improvement Program List](#)
- [Six-Year Transportation Improvement Program Map](#)
- [Six-Year Transportation Improvement Program Appendices](#)

It was moved by Council Member Turk, seconded by Council Member Anderson, that Resolution No. 18-005 be read by title only. The motion carried unanimously.

It was moved by Council Member Turk, seconded by Council Member Rusch, that Resolution No. 18-005 be adopted. The motion carried unanimously.

- B. Public Hearing for Ordinance No. 18-009 Amending Camas Municipal Code (CMC) 8.58.020 Relating to Fireworks
Details: A public hearing to provide citizens an opportunity to give testimony regarding two options that restrict the dates and times permitted for the sale and discharge of fireworks. Council may adopt or amend ordinance option 1 or 2. Should neither of these options be adopted, ordinance option 3 provides for a correction to the current code as required per Revised Code of Washington (RCW) 70.77.395.

Presenter: Pete Capell, City Administrator

- [Option 1: Ordinance Amending CMC 8.58.020 Fireworks Restrictions](#)
- [Option 2: Ordinance Amending CMC 8.58.020 Fireworks Restrictions](#)
- [Option 3: Ordinance Amending CMC 8.58.020 Fireworks Restrictions](#)
- [Public Comment for Fireworks Public Hearing](#)

Mayor Scott Higgins opened the public hearing at 7:07 p.m.
The following member of the public offered public testimony:
Gene Marlow, 3505 SE Washougal River Road, Washougal
The public hearing was closed at 7:10 p.m.

It was moved by Council Member Turk, seconded by Council Member Rusch, that Ordinance No. 18-009 be read by title only. The motion carried unanimously.

A motion was made by Council Member Turk, seconded by Council Member Hogan, that Ordinance No. 18-009 limiting fireworks to be discharged to July 4, and New Year's Eve to be adopted and published according to law. The motion passed by the following vote:

Yes: Council Member Carter, Council Member Chaney, Council Member Hogan, Council Member Rusch and Council Member Turk

No: Council Member Anderson and Council Member Smith

- C. Public Hearing for Ordinance No. 18-010 Amending Camas Municipal Code (CMC) 8.58.030 Violation - Penalty Relating to Fireworks
Details: A public hearing to provide citizens an opportunity to give testimony regarding penalties for violation of the fireworks code.
Presenter: Pete Capell, City Administrator

 [Ordinance No. 18-010 Amending CMC 8.58.030 Fireworks Violation - Penalty](#)

Mayor Scott Higgins opened and closed the public hearing at 7:14 p.m. No one from the public wished to speak.

It was moved by Council Member Carter, seconded by Council Member Hogan, that Ordinance No. 18-010 be read by title only. The motion carried unanimously.

It was moved by Council Member Carter, seconded by Council Member Rusch, that Ordinance No. 18-010 be adopted and published according to law. The motion carried unanimously.

- D. Grass Valley Master Plan Public Hearing
Details: A public hearing to provide citizens an opportunity to give testimony regarding a Development Agreement for the Grass Valley Master Plan and two State Environmental Policy Act (SEPA) appeals filed on this project. The proposed development includes three office buildings totaling 271,400 square feet, a 20,000 square foot commercial retail space, and 276 apartment units within 12 buildings.
Presenter: Robert Maul, Planning Manager

 [Exhibit 0 Staff Report](#)
[Exhibit 1 Cover Page](#)
[Exhibit 2 Table of Contents](#)
[Exhibit 3 Application Form](#)
[Exhibit 4 Pre App Notes](#)
[Exhibit 5 GIS Packet](#)
[Exhibit 6 Narrative](#)
[Exhibit 7 SEPA Checklist](#)
[Exhibit 8 Legal Descriptions](#)
[Exhibit 9 Quarter Section Map and Mailing Labels](#)
[Exhibit 10 Awbrey Glen Map for Labels](#)
[Exhibit 11 Labels for Awbrey Glen](#)
[Exhibit 12 Grass Valley Traffic Impact Study and Appendix](#)
[Exhibit 13 Design Review Agenda](#)
[Exhibit 14 Original Site Plan Sheet SP1.2](#)
[Exhibit 15 Original Site Plan Sheet SP1.3](#)
[Exhibit 16 Original Site Plan Sheet SP1.4](#)
[Exhibit 17 Storm Grass Valley Preliminary.compressed](#)
[Exhibit 18 Access Easement Documents](#)
[Exhibit 19 Sewer Easement Agreement](#)
[Exhibit 20 Preliminary Short Plat Sheet SP1.5](#)
[Exhibit 21 Grass Valley Geotechnical Report.compressed](#)
[Exhibit 22 Engineer's Construction Cost Estimate](#)
[Exhibit 23 Technically Complete Letter to Holland](#)
[Exhibit 24 Mixed Use Master Plan and Phasing Plan Sheet SP1.1](#)
[Exhibit 25 Preliminary Grading and Erosion Control Plan \(East\) Sheet C2.1](#)
[Exhibit 26 Preliminary Grading and Erosion Control Plan \(East\) Sheet C2.2](#)
[Exhibit 27 Wetland Delineation](#)
[Exhibit 28 Habitat Assessment](#)
[Exhibit 29 Wetland Mitigation Plan](#)
[Exhibit 30 Arborist Report](#)
[Exhibit 31 Grass Valley Development Agreement](#)
[Exhibit 32 Existing Conditions Survey](#)
[Exhibit 33 Landscape Architecture Sheets](#)
[Exhibit 34 Lighting Plans](#)
[Exhibit 35 Pedestrian Plan](#)
[Exhibit 36 Planning Plans Combined.compressed](#)
[Exhibit 37 Pre-Annexation into Camas Development Agreement](#)
[Exhibit 38 Addendum to Pre-Annexation Development Agreement](#)

[Exhibit 39 Resolution No 18-001](#)

[Exhibit 40 Preliminary Utility Plan \(East\) Sheet C1.1](#)

[Exhibit 41 Architectural Sheets Office Campus and Market.compressed](#)

[Exhibit 42 Apt A101 Building G1 - ELEVATIONS](#)

[Exhibit 43 A107 Garage and Carport - ELEVATIONS](#)

[Exhibit 44 Site Plan Review Supplemental Narrative Response](#)

[Exhibit 45 Design Review Narrative - Holland Corporate Office Building](#)

[Exhibit 46 Design Review Narrative - Multi-Family](#)

[Exhibit 47 Design Review Narrative - Office Building #2](#)

[Exhibit 48 Design Review Narrative - Office Building #3](#)

[Exhibit 49 Holland HQ Combined Plan Set.compressed](#)

[Exhibit 50 Multi-Family Combined Plan Set](#)

[Exhibit 51 Revised Mixed Use Master Plan and Phasing Plan Sheet SP1.1](#)

[Exhibit 52 Revised Site Plan Sheet SP1.compressed](#)

[Exhibit 54 Public Hearing Notice Mailed to Parties](#)

[Exhibit 55 SEPA18-06 Public Notice](#)

[Exhibit 56 Applicant's Additional Info for SEPA Checklist](#)

[Exhibit 57 SEPA18-06 Distribution Copy](#)

[Exhibit 59 SEPA Notice Mailed to Parties of Record](#)

[Exhibit 60 Design Review Addendum from Printz](#)

[Exhibit 61 Department of Archaeology & Historic Preservation Comments](#)

[Exhibit 62 Ecology Comments](#)

[Exhibit 63 Debbie Gross Comment After Design Review](#)

[Exhibit 64 Debbie Gross Comment Supporting Appeal on SEPA](#)

[Exhibit 65 Vasat Comment on SEPA Notice](#)

[Exhibit 66 Mitch Copp Comment on SEPA Notice](#)

[Exhibit 67 Roger Young request for New Hearing Time](#)

[Exhibit 68 Randy Czikall Comments](#)

[Exhibit 69 Awbrey Glen Initial Comments](#)

[Exhibit 70 Awbrey Glen Additional Comments](#)

[Exhibit 71 Awbrey Glen Received Updates](#)

[Exhibit 72 Awbrey Glen Fence Gap Question](#)

[Exhibit 73 Awbrey Glen-Potts Follow Up on Design Review](#)

[Exhibit 74 Copp Request for Information 3-5](#)

[Exhibit 75 Copp - City Correspondence for Meeting Time 3-7](#)

[Exhibit 76 Copp Comment on Site Plan 3-12](#)

[Exhibit 77 Copp Request on SEPA Appeal Cost 5-15](#)

[Exhibit 78 Copp SEPA Comment Letter](#)

[Exhibit 79 Copp Request for New Hearing Time 5-25](#)

[Exhibit 80 Copp Response to SEPA Appeal Timing](#)
[Exhibit 81 Applicant's Response Regarding SEPA Appeal for Record](#)
[Exhibit 82 SEPA Appeal 18-03 Copp](#)
[Exhibit 83 SEPA Appeal 18-04 Vasat and Young](#)
[Exhibit 84 Letter of Concurrence with SEPA Appeal](#)
[Exhibit 85 Notice to Vasat of New Hearing Time](#)
[Exhibit 86 Notice to Copp of New Hearing Time](#)
[Exhibit 87 2nd Public Hearing Notice Mailed to Parties](#)
[Exhibit 88 Staff Response to Appellant SEPA Appeal 18-03](#)
[Exhibit 89 Staff Response to Appellant SEPA Appeal 18-04](#)
[Exhibit 90 Email to Copp About Consolidated Appeal](#)
[Exhibit 91 Vasat Comments](#)
[Exhibit 92 Vasat Comments on Project](#)
[Exhibit 93 Vasat Comments to Holland for Record](#)
[Exhibit 94 Vasat Comments on Updated Site Plan](#)
[Exhibit 95 Vasat SEPA Comments](#)
[Exhibit 96 Vasat SEPA Comments 5-24](#)
[Exhibit 97 Vasat Comments on SEPA hearing timeline](#)
[Exhibit 98 Vasat Comments on Design Review Meeting](#)
[Exhibit 99 Vasat Comments on Response to Updated SEPA Information](#)
[Exhibit 100 Czikall Comments for Hearing](#)
[Exhibit 101 Applicant's Hearing Briefing on SEPA Appeals](#)
[Exhibit 102 Jerry Gagliardi Comment for Public Hearing](#)
[Exhibit 103 Applicant's Presentation for Public Hearing](#)
[Exhibit 104 City Staff Presentation for Public Hearing](#)
[Exhibit 105 Jiri Vasat Comments Public Hearing](#)
[Exhibit 106 Roger Young Comments Public Hearing](#)
[Exhibit 107 Mitch Copp Comments for Public Hearing](#)
[Exhibit 108 Rodney Potts Comments for Public Hearing](#)
[Exhibit 109 Proposed Findings of Fact, Conclusions, and Final Order](#)
[Exhibit 110 Resolution No. 18-006 Approving the Holland and Fisher Creek Development...](#)

MacPherson reviewed the procedures for the consolidated public hearing.

Mayor Higgins opened the consolidated public hearing at 7:25 p.m.
Maul presented an overview.

The following people provided testimony regarding the development agreement:
Randy Printz, 805 W. Broadway St, Vancouver
Carl Hampson, Mackenzie Architects
Dean Masukawa, LRS Architects

Jiri Vasat, 19616 SE 25th St, Camas
Ted Haler, 19613 SE 26th Way, Camas
Roger Young, 19800 SE 25th St, Camas
Mitch Copp, 19702 SE 25th St, Camas
Rodney Potts, 19608 SE 25th St, Camas
Jerry Gagliardi, 19714 SE 25th St, Camas

The following people provided testimony regarding the two SEPA appeals:

Jiri Vasat
Mitch Copp
Randy Printz

The SEPA appeal portion of the public hearing was closed at 9:48 p.m.

The record remained open for questions from Council. Bourquin, Maul and Printz responded.

The public hearing closed at 10:14 p.m.

It was moved by Council Member Rusch, seconded by Council Member Anderson, that the appellant's SEPA appeals be denied and the City issue the findings of fact, conclusions and final order as propose so that those constitute a final order. The motion carried unanimously.

It was moved by Council Member Chaney, seconded by Council Member Smith, that Ordinance No. 18-010 be read by title only. The motion carried unanimously.

It was moved by Council Member Chaney, seconded by Council Member Anderson, that Resolution No. 18-006 be adopted. The motion carried unanimously.

IX. PUBLIC COMMENTS

No one from the public wished to speak.

X. ADJOURNMENT

The meeting adjourned at 10:21 p.m.

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

CONTRACT#2018-CDBG-1802

between

CLARK COUNTY

P.O. Box 5000, Vancouver, WA 98666-5000

and

CITY OF CAMAS

616 NE Fourth Ave, Camas, WA 98607-2165

Project: NE Adams Street Improvements
 Contract Period: July 1, 2018 through February 28, 2019
 Total Contract Amount: \$180,000
 Funding Source: Fund 1939 - Community Development Block Grant
 Contractor DUNS Number: 103021895
 CFDA Number: 14.218

Contractor Program Contact	Contractor Fiscal Contact	County Program Contact	County Fiscal Contact
Jim Hodges 360.817.7234 jhodges@cityofcamas.us	Cathy Huber Nickerson 360.834.2462 chuber@cityofcamas.us	Rebecca Royce 564.397.7863 rebecca.royce@clark.wa.gov	Rhonda Hills 564.397.7836 rhonda.hills@clark.wa.gov

By signing below, Clark County, hereinafter referred to as the "County," and the City of Camas, hereinafter referred to as the "Contractor," agree to the terms of this Contract as well as the Clark County Community Services General Terms and Conditions, as amended, which are incorporated herein by reference with the same force and effect as if they were incorporated in full text. The full text version of the County's General Terms and Conditions are available at <https://www.clark.wa.gov/community-services/general-terms-and-conditions>. Hard copies will be provided by Clark County upon request.

FOR CLARK COUNTY:

FOR CITY OF CAMAS:

Jim Rumpeltes, Interim County Manager

Scott Higgins, Mayor

APPROVED AS TO FORM ONLY:

DocuSigned by:
 6/25/2018
 F6B2CB11526542F

Amanda Migchelbrink
 Deputy Prosecuting Attorney

**BUDGET SUMMARY
 CONTRACT #2018-CDBG-1802
 CITY OF CAMAS**

STATEMENT OF WORK #1 Camas NE Adams Street Improvements		
ITEM	FUNDING SOURCE	FUND AMOUNT
A	Clark County CDBG Reprogrammed Funds: 1939	\$180,000
B	City of Camas	\$220,579

ITEMIZED COST	TOTAL COST	A	B
Construction	\$374,361	\$180,000	\$194,361
Engineer/Architect	\$26,218	\$0	\$26,218
TOTAL PROJECT COST	\$400,579	\$180,000	\$220,579

Match is 55.1% (\$220,579/\$400,579)

**STATEMENT OF WORK
CONTRACT #2018-CDBG-1802
CITY OF CAMAS**

1. PROJECT DESCRIPTION

This project consists of upgrading the water and sewer systems on NE Adams Street between 19th and 21st Avenues in Camas, WA. The City of Camas Sewer Utility will pay for the replacement of 306 L.F. of new 8-inch PVC sewer main and nine new 6-inch PVC sewer service laterals. The City of Camas Water Utility will pay for the installation of 450 L.F. of new 8-inch water main and eight new 1-inch copper water services to each residence.

CDBG funds will be used to remove the existing dilapidated asphaltic roadway, cement treat the underlying material, and replace the 3-inch asphaltic roadway. CDBG funds will also pay for new sidewalks and ADA ramps where none exist in the project area, along with sidewalks and driveways where installation of new water and sewer service will impact exiting facilities.

In consideration of the benefits to be derived from this Contract, the County agrees to provide CDBG funds to the Contractor for the project described herein, in the Contractor's proposal, and according to the project budget and terms in this Contract. The Contractor shall follow the procedures contained in the current edition of the Clark County CDBG Procedures Manual. In the event the Contractor fails to follow these procedures, the County may treat such as a breach of this Contract.

1.1. Federal Award Identification:

Subrecipient Name	City of Camas
Subrecipient Unique Entity Identifier	DUNS Number 103021895
Federal Award Identification Number (FAIN)	B-16-UC-53-0006
Federal Award Date	07/01/16 to the County
Subaward Period of Performance	07/01/18 – 02/28/19
Amount of Federal Funds Obligated for this Contract	\$180,000
Total Federal Funds Obligated to Subrecipient	\$180,000
Total Amount of the Federal Award Committed to the Subrecipient by the County	\$180,000 of \$1,448,339
Federal Award Project Description	Entitlement, Sec 106(b)
Federal Awarding Agency	HUD
Pass-through Entity and Contact Name	Clark County; Michael Torres 360-397-2130
CFDA Number	14.218
CFDA Name	Community Development Block Grants/Entitlement Grants
Is this award R&D?	No
Indirect Cost Rate for the Federal Award	None

2. CONTRACT KICKOFF

Contractor shall attend a contract kickoff or pre-construction meeting with the County to review roles, responsibilities, requirements, and deliverables associated with this Contract.

3. FUNDING ELIGIBILITY

This project qualifies for CDBG funding under 24 C.F.R. § 570.201(c) Public Facilities and

Improvements, under the Low/Mod Income Area National Objective. The project is located in census tracts 414, block group 1, which is 54.05 percent low-income.

4. PROJECT BUDGET AND TIMELINE

- 4.1. The County will provide the Contractor with funds in an amount not to exceed the amount shown on the Budget Summary for purposes of completing the project described herein. The use of these funds shall be expressly limited to the activities described in this Contract.
- 4.2. The Contractor shall apply the funds received from the County under this contract in accordance with the Budget Summary and the Statement of Work.
- 4.3. The Contractor shall carry out objectives anticipated in the RFA.

5. PAYMENT PROVISIONS

In addition to the payment provisions appearing in the Clark County Community Services General Terms and Conditions, the following provisions shall apply:

- 5.1. The Contractor shall submit an invoice on a County-provided form. The invoice shall include a summary of expenses incurred in support of all cost reimbursement statements of work, by statement of work number, and accompanied by general ledger detail. The Statement of Work contains details of the specific billable items for this Contract and some of the requirements in the General Terms and Conditions may not apply.
- 5.2. Administrative costs shall not be reimbursed under this Contract
- 5.3. Match Requirements. When approximately 50% of the CDBG funds have been expended and with each voucher thereafter, the Contractor shall document total match expenditures in proportion to the amount requested. At the conclusion of the project, match shall be equal to or greater than the amount shown on the Budget Summary. The required match may be cash or in-kind.

6. PERFORMANCE-BASED REQUIREMENTS

The contractor shall meet or exceed the following local goals:

Program Goals	Anticipated Annual Outcomes
Improved neighborhood safety	9 households positively affected

7. REPORTING

- 7.1. The Contractor shall submit quarterly progress reports. The reports shall be due to the County on the 15th day after the end of the quarter, starting with the quarter in which the Contract was signed.

- 7.2. The Contractor shall provide documentation to the County at project completion showing that the project activities were completed in accordance with this Contract.
- 7.3. In addition to the records referred to in the Records Section of this Contract, the Contractor shall maintain records of the hours worked and rates of compensation for all personnel performing work under this Contract. These records shall be kept for a period of seven years from the date of the submission of the final performance report under this Contract.
- 7.4. The Contractor shall provide documentation to the County at project completion showing that the sources and value of its contribution to the project are equal to those specified in the Budget Summary in the Statement of Work.
- 7.5. The Contractor shall perform all necessary and appropriate community information activities as directed by the County.
- 7.6. The Contractor shall report on funds used as leverage in the implementation of this project.

**PROJECT SCHEDULE
CONTRACT #2018-CDBG-1802
CITY OF CAMAS**

ACTIVITY	COMPLETION DATE
Engineering/Design and Bid Document Preparation	June 2018
Bid Invitation and Contractor Selection	August 2018
Construction Complete	November 2018
Project Close Out	February 2019

1. The Contractor shall plan and administer the project in accordance with this project schedule, unless otherwise modified by the County in writing.
2. The Contractor agrees to allow the County to extend the Project Schedule when necessary and in the interests of both parties. The Contractor grants the County the right to unilaterally extend, in writing, the Project Schedule and Contract Period without the signature of the Contractor.

DELIVERABLES SUMMARY
CONTRACT #2018-CDBG-1802
CITY OF CAMAS

DELIVERABLE	REFERENCE	DUE DATE
Submit project components	Special T&C §6	10 working days prior to requesting bids
CDBG construction sign	Special T&C §20	During construction
Permanent plaque	Special T&C §20	Prior to project completion
Quarterly progress reports	SOW §7	15 th day after the end of each quarter
Project completion documentation	SOW §7	Project completion
Sources and value of contributions (match) report	SOW §7	With invoice submission and at project completion
EEOC Form 164	Special T&C §22	Start of contract
Contractor transfer of any remaining CDBG funds	Special T&C §23	Contract expiration
Close-out financial, performance, and other reports	General T&C §8	30 days after contract expiration
E-Verify MOU and completion report	General T&C §19	Prior to starting work and contract expiration
Fiscal requirements	General T&C §23	Various
Proof of insurance	General T&C §26 Special T&C §11	At start of contract and thereafter during contract term

1. There may be additional deliverables defined in this contract which are not reflected here.
2. If there is a conflict between what appears in this summary table and what is listed elsewhere in the Contract, the terms and conditions elsewhere in the Contract shall apply.

**SPECIAL TERMS AND CONDITIONS
COMMUNITY DEVELOPMENT BLOCK GRANT**

1. COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM OVERVIEW

The County is an urban county applicant for block grant funds under the Housing and Community Development Act of 1974 (the Act), Pub. L. 93-383 as amended, and receives block grant funds for the purpose of carrying out eligible community development and housing activities under the Act and under regulations published by the U.S. Department of Housing and Urban Development (HUD) at 24 C.F.R. Part 570. The County and various cities within Clark County have agreed to cooperate in the undertaking of essential community development and housing assistance activities, and the County desires to have services performed by the Contractor as described within this Contract and the Contractor's proposal for the purpose of implementing eligible activities under the Act and HUD regulations.

2. ACCESSIBILITY

All work must conform to the International Code Council/American National Standards Institute A117.1-2003 Accessible and Usable Buildings and Facilities Standard.

3. ADMINISTRATIVE REQUIREMENTS

3.1. The Contractor shall comply with 2 C.F.R. Part 200.

3.2. The Contractor shall comply with 24 C.F.R. Part 570.

3.3. The project shall be coordinated by Contractor staff and in compliance with 24 C.F.R. Part 570 and 2 C.F.R. Part 200. The Contractor shall perform all necessary and customary functions in the management and supervision of Contractor personnel for all work performed under the Contract. The Contractor shall be responsible for compensation of Contractor staff with Contractor funds for all work performed under this Contract.

4. ACQUISITION AND RELOCATION

4.1. For acquisition of real property for any activity assisted under this Contract which occurs on or after the date of the Contractor's submission of its CDBG application to the County, the Contractor shall comply with Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as the Uniform Act) (42 USC, Sections 4601 - 4655) and the regulations at 24 C.F.R. 42.

4.2. The Contractor shall comply with Section 104(d) of the Housing and Community Development Act of 1974, which requires the one-for-one replacement of all occupied or vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than low/moderate-income dwelling units.

- 4.3. Any displacement of persons, businesses, non-profit organizations or farms occurring on or after the date of the Contractor's submission of its CDBG application as the result of acquisition of real property assisted under this Contract shall comply with Title II of the Uniform Act and the regulations at 24 C.F.R. 42. The Contractor shall comply with the regulations pertaining to costs of relocation and written policies, as specified by 24 C.F.R. 570.606. The Contractor shall notify the County at least 45 days before any acquisition, demolition or conversion of any housing unit when CDBG funds are involved.

5. CONFLICT OF INTEREST

In addition to the contract terms listed in the Clark County Community Services General Terms and Conditions, the following shall apply:

- 5.1. The Contractor shall comply with 24 C.F.R. §570.611 regarding any potential conflict of interest.
 - 5.1.1. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 C.F.R. §85.36 and 24 C.F.R. §84.42, respectively, shall apply.
 - 5.1.2. In all cases not governed by 24 C.F.R. §85.36 and §84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 C.F.R. §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 C.F.R. §570.203, §570.204, §570.455, or §570.703(i)).
- 5.2. The conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this Contract.
- 5.3. The general rule is that no persons described in Section 6.2 who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Contract, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an activity assisted by these funds, or have a financial interest in any contract, subcontract, or agreement with respect to an activity assisted by these funds, or with respect to the proceeds of the activity assisted by these funds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

6. CONSTRUCTION DOCUMENTS

- 6.1. The Contractor shall submit to the County all project components that shall be paid with HUD funds, including plans, specifications, bid documents, RFPs, RFQs and estimates, for review and comment at least ten (10) working days prior to requesting

bids for construction.

- 6.2. All specifications and drawings shall be in conformance with current engineering and design standards of the jurisdiction where the project is located, and with the general specifications set forth in the Contractor's application for this project. All plans, specifications, and drawings shall be completed, stamped and signed by a licensed professional architect, landscape architect, or engineer.
- 6.3. Any change in the scope of the project shall require a modification of this Contract.
- 6.4. The Contractor shall obtain all necessary and appropriate land use permits, zoning approvals, and any other permits and approvals required by local, county, state and federal law.
- 6.5. If construction is paid with HUD funds, the Contractor shall appropriately bid, award the contract, and contract for construction of the project. The Contractor shall assume the rights and responsibilities of owners of the project, except that the County shall provide funds for the improvements generally described in this Contract.
- 6.6. If improvements are paid with HUD funds and in the event not all improvements can be made with the project funds, the County, in consultation with the Contractor, shall determine the priority of the improvements to be made.
- 6.7. The Contractor shall provide the County with one set of final record documents: the "As-Built" plans, which are stamped, certified, and signed.

7. DOCUMENTS INCORPORATED BY REFERENCE

In addition to the other documents and circulars referenced throughout this Contract, each of the documents listed below are by this reference incorporated into this Contract as though fully set forth herein, including any amendments, modifications or supplements thereto:

- 7.1. Clark County Community Services General Terms and Conditions, as now established or hereafter amended
- 7.2. Contractor's proposal for CDBG funds
- 7.3. Detailed budget provided by the Contractor in their application for HUD funding
- 7.4. CDBG Program Policies and Procedures, as now established or hereafter amended
- 7.5. Current version of HUD income limits
- 7.6. Environmental Review Record (ERR) for the project (if applicable)
- 7.7. U.S. Department of Housing and Urban Development Community Development Block Grant B-16-UC-53-0006 as now established or hereafter amended
- 7.8. All applicable federal administrative requirements including 2 C.F.R. Part 200 and 24 C.F.R. Part 570

8. ENVIRONMENTAL REVIEW

- 8.1. Clark County has completed (or will complete) an environmental review for the project in accordance with the National Environmental Policy Act (NEPA), as implemented by HUD's Environmental Review Procedures (24 C.F.R. Part 58).

The Contractor shall ensure that all activities related to this Agreement (including those that are paid for entirely with local or other funds) including property acquisition, construction, and use of the property/facilities are conducted in accordance with the project scope, as defined in the Environmental Review Record (ERR), and in accordance with the conditions set out in the ERR.

- 8.2. In the event of an inadvertent discovery of potentially significant archaeological materials (bones, shell, stone tools, hearths, etc.) and/or human remains during project activities, all work in the immediate vicinity should stop, the area must be secured, and the discovery must be reported to the Department of Archaeology and Historic Preservation (DAHP) (360-586-3056) and all relevant Native American tribes. In the event human remains are identified, local law enforcement, the county medical examiner, State Physical Anthropologist at DAHP (360-586-3534), the Clark County planning office, and the affected Tribes should be contacted immediately. Compliance with all applicable laws pertaining to archaeological resources (RCW 27.53, 27.44 and WAC 25-48) and human remains (RCW 68.50) is required. Contractor shall include this language in its contract with the general contractor.
- 8.3. In the event environmental mitigation measures are required by the environmental review process, the Contractor shall include the requirements within the construction contract between the Contractor and its selected general construction contractor.
- 8.4. All of the following environmental mitigation measures shall be completed before the construction contract is awarded or property is acquired:

There are no mitigation measures.

9. FEES

Contractor shall not charge servicing, origination, or other fees for the cost of administering this program.

10. HUD SECTION 3 CLAUSE (required by 24 C.F.R. 135.38)

This section applies only if the total contract amount is \$200,000 or more.

- 10.1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u) (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- 10.2. The Contractor shall comply with HUD's regulations in 24 C.F.R. Part 135, which

implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- 10.3. The Contractor shall send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 10.4. The Contractor shall include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 10.5. The Contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.
- 10.6. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 10.7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

11. INSURANCE

In addition to the contract terms listed in the Clark County Community Services General Terms and Conditions, the following shall apply if this contract will be used to fund construction activities:

- 11.1. At the execution of this Contract, Contractor shall provide proof of statutory workman's compensation insurance for all its employees that is acceptable and in

compliance with Labor and Industries Workers' Compensation Division in the State of Washington. The Contractor shall defend Clark County against any third party subrogation claims from Labor and Industries as if the injured Contractor employee belonged to Clark County, Washington.

- 11.2. The Contractor shall purchase and maintain fire and extended coverage insurance policies for all structures improved or constructed with funds under this Contract. The fire and extended coverage insurance policies shall be in the amount of 100% of the insurable value of the structure and improvements.
- 11.3. Contractor shall provide evidence of continuing coverage during the overlap periods of the policy and notify the County of any change in its insurance.
- 11.4. Should the Contractor provide an umbrella or excess coverage for any of the associated coverage(s), they shall be written in a "Follow Form" manner and Clark County Washington shall be listed and endorsed as an additional insured.
- 11.5. The Contractor shall purchase ALTA title insurance for any property purchase made under this agreement. Title insurance shall name the Contractor and the County, and shall be in an amount not less than the amount of HUD funds provided under this agreement.
- 11.6. The Contractor shall purchase an ALTA Extended Coverage 1970 form (with 1984 amendments) loan policy of title insurance in the amount of the loan. The policy shall name the County as beneficiary.

12. INTERPRETATION OF CONTRACT

In addition to the contract terms listed in the Clark County Community Services General Terms and Conditions, the following shall apply:

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- 12.1. Applicable federal statutes and regulations including the current version of HUD income limits and Fair Market Rent Limits
- 12.2. State statutes and regulations
- 12.3. Clark County CDBG Program Policies and Procedures
- 12.4. Statement of Work, including any exhibits
- 12.5. Special Terms and Conditions
- 12.6. Clark County Community Services General Terms and Conditions
- 12.7. Contractor's proposal for CDBG funds
- 12.8. Any other material incorporated herein by reference

13. LABOR STANDARDS

13.1 The Contractor shall require that project construction contractors and subcontractors pay their laborers and mechanics minimum wage rates in accordance with the Davis-Bacon Act (40 USC Sections 3141-3144, 3146, and 3147) and HUD requirements as pertinent to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 C.F.R. Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, of the requirements of 29 C.F.R. §5.5.

13.2. Washington state law, RCW 39.12, also contains standards for determining when a project is a public work for the purposes of state law and the payment of prevailing wages. The Contractor shall be responsible for the payment of prevailing wages if applicable. The Contractor, by its signature on this agreement, agrees to defend and hold harmless the County from any claims based on alleged failure to pay prevailing wages.

14. LEAD-BASED PAINT

Housing assisted with HUD funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856) and implementing regulations at 24 C.F.R. Part 35.

15. NONDISCRIMINATION

In addition to the contract terms listed in the Clark County Community Services General Terms and Conditions, the following shall apply:

15.1. The Contractor shall comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, gender identity, marital status, race, color, national origin, religion, disability, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974 (42 USC Section 5309); Civil Rights Act of 1964, Title VII (42 USC Section 2000e); Civil Rights Act of 1968, Title VIII (Fair Housing Act) (42 USC Sections 3601 - 3639); Executive Order 11063 (Equal Opportunity in Housing); Executive Order 11246, as amended (Equal Employment Opportunity); Age Discrimination Act of 1975; Architectural Barriers Act of 1968 (42 USC 4151, et seq.); Americans with Disabilities Act (42 U.S.C. 12101, et seq.); Federal Register, February 3, 2012, Page 5661, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity; and Section 3 of the Housing and Urban Development Act of 1968, and 24 C.F.R. 570.601.

15.2. The Contractor shall not discriminate against any resident of the project service area by denying benefit from or participation in any HUD funded activity on the basis of race, color, sex, sexual orientation, gender identity, national origin, disability, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Architectural Barriers Act of 1968; Americans with Disabilities

Act; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended; Federal Register, February 3, 2012, Page 5661, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity).

- 15.3. The Contractor shall take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government (Civil Rights Act of 1968, Title VIII) (Fair Housing Act) (42 USC Sections 3601 - 3639). The Contractor's website shall contain a link to the County's Fair Housing information:

<http://www.clark.wa.gov/commserv/fairhousing/index.html>.

- 15.4. In all solicitations under this Contract, the Contractor shall state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements will constitute compliance with this section.
- 15.5. The Contractor shall not discriminate against any employee or applicant for employment in connection with this Contract because of age, marital status, and familial status, except when there is a bona fide occupational limitation. The Contractor shall not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Contract unless it can be shown that the particular disability prevents the performance of the work involved. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. (Executive Order 11246, as amended.)
- 15.6. No contractor, subcontractor, union or vendor engaged in any activity under this Contract shall discriminate in the sale of materials, equipment or labor on the basis of age, sex, sexual orientation, marital status, race, creed, color, national origin, disability, and familial status. No contractor, subcontractor, union or vendor engaged in any activity under this Contract shall refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Contract unless it can be shown that the particular disability prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting transfer, layoff, termination, pay rate, and advertisement for employment. (Executive Order 11246 as amended)
- 15.7. The Contractor shall bar eviction and termination due to a tenant's status as a survivor, and require landlords to maintain survivor-tenant confidentiality. The Contractor shall not deny assistance, tenancy, or occupancy rights to a tenant who is a survivor of domestic violence based solely on criminal activity related to an act of domestic violence committed against them. The Contractor shall allow a lease bifurcation so a tenant or lawful occupant who engages in criminal acts of physical violence against affiliated individuals or others may be evicted or removed without evicting, removing, or otherwise penalizing a victim who is a tenant or lawful occupant. If the victim cannot establish eligibility, the landlord must give a reasonable amount of time to find new housing or establish eligibility under another covered housing program. This protection is for victims, affiliated individual, or

intimate partner of sexual assault, domestic violence, dating violence, or stalking. Violence Against Women Reauthorization Act of 2013 (Public Law 113-4, 127 Stat. 54).

- 15.8. The Contractor shall provide each applicant, participant, and beneficiary of activities funded by the Contract with information to apprise such persons of the protections against discrimination covered by the above acts, executive orders, and regulations. Said information can be found in the HUD 928-1 notice which is available online and in Section 504 of the Rehabilitation Act of 1973.

16. NON-SUBSTITUTION FOR LOCAL FUNDING

The Contractor shall not use funds provided under this Contract to supplant local, state or other federal funds. The Contractor shall not use these funds to replace funding that would otherwise be made available to the Contractor had this funding not been provided.

17. OPERATIONS AND MAINTENANCE

- 17.1. The Contractor shall maintain and operate the project/facility for eligible activities pursuant to HUD regulations. In the event the Contractor fails to so maintain and operate the project, the County may, at its option, take possession of the project and operate and maintain it for any lawful purpose. The subcontracting of any operation and maintenance functions is subject to the subcontracting provisions of the Clark County Community Services General Terms and Conditions.

- 17.2. The Contractor shall operate such facilities so as to be open for the use of the general public during all normal hours of operation and shall not charge a fee that would restrict low-income persons from using the facility.

18. PROCUREMENT STANDARDS

- 18.1. This project has been recommended for funding by the Urban County Policy Board based on information supplied in the Contractor's application submitted in response to the Clark County 2018 CDBG Program RFA.

- 18.2. In awarding contracts pursuant to this Contract, the Contractor shall comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the Contractor shall comply with the Uniform Administrative Requirements as described in 24 C.F.R. §92.504 and with Executive Order 11246 - Nondiscrimination in Employment by Government Contractors and Subcontractors.

- 18.3. If requested by the County, a cost or price analysis shall be made and documented in connection with every procurement action, and shall be submitted to the County for review. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices, and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability, and allowability.

- 18.4. Contractor shall follow the requirements in 2 C.F.R. Part 200 and requirements described in the Clark County Community Development Block Grant Program Procedures Manual.

19. PROGRAM INCOME

- 19.1. The Contractor shall follow the requirements of 24 C.F.R. 570.500 and 504 regarding program income. The receipt and expenditure of program income shall be recorded as a part of the financial transactions of the project(s) funded under this Contract. Program income shall be reported with each voucher request, disbursed first, and disbursed primarily for the benefit of the project(s) funded by this Contract. The County shall determine whether income is being used to continue or benefit a project or projects authorized by this Contract. Program income remaining when the Contract expires, or received after the Contract's expiration, shall be repaid to the County.
- 19.2. Despite the termination or expiration of this Contract, the Contractor shall retain records of program income as long as program income is generated by a HUD financed activity, subject to state and federal record retention schedules.

20. PUBLICITY

In addition to the contract terms listed in the Clark County Community Services General Terms and Conditions, the following shall apply:

- 20.1. In all news releases and other public notices related to projects funded under this Agreement, the Contractor shall include information identifying the source of funds as the Clark County CDBG program.
- 20.2. During construction projects, the Contractor shall erect a durable and adequately visible sign at the construction site, identifying the source of funds. Sign specifications may be found in the Clark County Procedures Manual.
- 20.3. For construction projects, the Contractor shall place a plaque permanently in the highest foot traffic area readily visible to the public. The minimum size should be 12" by 12". The plaque should identify the funding sources, the project name, and the year constructed.

21. RECORDS RETENTION

In addition to the contract terms listed in the Clark County Community Services General Terms and Conditions, the following shall apply:

- 21.1. In the event the Contractor sponsors multiple projects, each project shall be maintained under a separate file system and kept in a manner recommended by the County.
- 21.2. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.

22. REQUIRED RECORDS

The Contractor shall maintain all records identified below and in accordance with 24 C.F.R. 570

- 22.1. Financial Management - Such records shall identify adequately the source and application of funds for activities within this Contract, in accordance with the provisions of 24 C.F.R. 85.20. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- 22.2. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- 22.3. Equal Opportunity - The Contractor shall maintain and provide records containing the following information for each applicant and each assisted person. This is to show the extent people have participated in, or benefited from, the activities carried out under this Contract.
 - 22.3.1. Name of the household or person assisted;
 - 22.3.2. Income category (i.e. very low-income (0-30% of MFI), low-income (31 to 50% of MFI), or low/mod-income (50 to 80% of MFI));
 - 22.3.3. Racial/ethnic data (White, Black/African American, Asian, American Indian/ Alaskan Native, Native Hawaiian/Other Pacific Islander, American Indian/Alaskan Native & White, Asian & White, Black/African American & White, American Indian/Alaskan Native & Black/African American, Other/multi-racial);
 - 22.3.4. The above racial/ethnic categories shall also document Hispanic or non-Hispanic;
 - 22.3.5. Gender data;
 - 22.3.6. Female head of household; and
 - 22.3.7. Disability
- 22.4. The Contractor shall also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize businesses that are located in or owned in substantial part by persons residing in the area of the project.
- 22.5. Unless waived by the County in writing, the Contractor shall provide the County a copy of its latest Equal Employment Opportunity Commission, State and Local Government Information (EEO-4), EEOC Form 164.
- 22.6. Compensation Paid - Records of the hours worked and rates of compensation for all personnel performing work under this Contract.

- 22.7. Property Acquisition - If the project involves property acquisition, the Contractor's files must contain the following records:
- 22.7.1. Official Determination to Acquire - A citation of the action that constitutes the official determination to acquire, the date of the action, and the applicable HUD grant number.
 - 22.7.2. Notice of Intent to Acquire the Property - A copy of the notice, citation of the date of transmittal to owner, and evidence of receipt by the owner.
 - 22.7.3. Invitation to Accompany Appraiser - Evidence that owner was invited to accompany each appraiser on his inspection of the property.
 - 22.7.4. Appraisal Reports - A copy of each appraisal report, on which determination of just compensation was based.
 - 22.7.5. Review Appraisal - Arrange for a review appraisal to assure appraisal meets applicable standards.
 - 22.7.6. Determination of Just Compensation - A copy of the resolution, certification, motion or other document constituting the determination of just compensation.
 - 22.7.7. Purchase Offer - A copy of written purchase offer of just compensation, including all basic terms and conditions of such offer, and a citation of the date of delivery to the owner.
 - 22.7.8. Purchase Agreement, Deed, Declaration of Taking, Tenant Waivers - A copy of each such document and any similar or related document utilized in conveyance.
 - 22.7.9. Settlement Cost Reporting Statement - A copy of the statement.
 - 22.7.10. Purchase Price Receipt - Evidence of owner receipt of purchase price payment.
 - 22.7.11. Ninety Day Notice to Surrender Possession of Premises - A copy of the notice. As an alternative, a copy of this notice may be included in the relocation or property management files.
 - 22.7.12. As provided in 24 C.F.R. 570.606, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and HUD's implementing regulations in 24 C.F.R. 42 apply to all real property acquisition by a grantee for an assisted program activity, regardless of the source of funding for the acquisition itself.
- 22.8. Miscellaneous - Such other records as may be required by the County and/or HUD.

23. REVERSION OF ASSETS

Upon expiration of this Contract, the Contractor shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use

of CDBG funds. Any real property under the Contractor's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be:

- 23.1. Used to meet one of the national objectives in 24 C.F.R. 570, until five years after expiration of the Contract, or for a longer period of time as determined appropriate by the County; or
- 23.2. Disposed of in a manner which results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

24. TERMINATION

- 24.1. The award or continuation of this Contract is dependent upon the availability of future funding. The County's payment obligations are payable only and solely from funds both appropriated and otherwise legally available for this Contract.
 - 24.1.1. The absence of initial appropriated or other lawfully-available funds shall render the Contract null and void to the extent funds are not appropriated or available.
 - 24.1.2. If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing no fewer than ten (10) calendar days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
- 24.2. The County shall have the right to terminate this Contract, in whole or in part, with or without cause any time by providing no fewer than ten (10) calendar day's written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 24.3. Upon termination of this Contract any unexpended balance of Contract funds shall remain with the County. If termination occurs for cause, the Contractor shall immediately and without notice of presentment return to the County all funds that were expended in violation of the terms of this Contract.
- 24.4. Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to the receiving party at the address listed on the signature page, or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

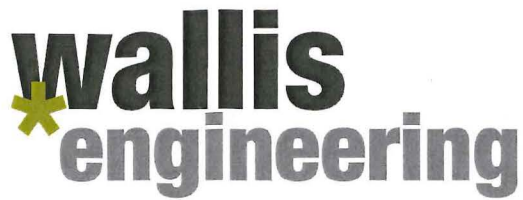
25. TOBACCO SMOKE

By signing this Contract, the Contractor certifies that it complies with 20 U.S.C. 7183 also known as the "Pro-Children Act of 1994," by not allowing smoking in any portion of any indoor structure routinely owned or leased or contracted for by the Contractor and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

26. VIOLENCE AGAINST WOMEN ACT (VICTIMS OF CRIME ACT)

26.1. If applicable, the Contractor shall bar eviction and termination due to a tenant's status as a survivor, and require landlords to maintain survivor-tenant confidentiality. The Contractor shall not deny assistance, tenancy, or occupancy rights to a tenant who is a survivor of domestic violence, dating violence, sexual assault or stalking, based solely on criminal activity related to an act of domestic violence committed against them. The Contractor shall allow a lease bifurcation so a tenant or lawful occupant who engages in criminal acts of physical violence against affiliated individuals or others may be evicted or removed without evicting, removing, or otherwise penalizing a victim who is a tenant or lawful occupant. If the victim cannot establish eligibility, the landlord must give a reasonable amount of time to find new housing or establish eligibility under another covered housing program. This protection is for victims, affiliated individual or intimate partner of sexual assault, domestic violence, dating violence, or stalking. (Public Law 113-4, 127 Stat. 54).

26.2. If applicable, the owner of HOME-assisted rental housing must provide the notice and certification form described in 24 CFR 5.2005(a) to the applicant for a HOME-assisted unit at the time the applicant is admitted to a HOME-assisted unit, or denied admission to a HOME-assisted unit based on the owner's tenant selection policies and criteria. The owner of HOME-assisted rental housing must also provide the notice and certification form described in 24 CFR 5.2005 with any notification of eviction from a HOME-assisted unit.



TRANSMITTAL

DATE: June 14, 2018

TO: Jim Hodges
City of Camas
616 NE 4th Avenue
Camas WA 98607

FROM: Tim Shell, PE
Wallis Engineering
215 West 4th Street, Suite 200
Vancouver, WA 98660

RE: Lacamas Creek Sewer Pump Station Improvements
Job No. 1460A

COPIES	DESCRIPTION
2	Original Signed Professional Services Agreement

COMMENTS
If you have any questions or concerns, please contact me at tim.shell@walliseng.net or 360-695-7041.

Document 1

PROFESSIONAL SERVICES AGREEMENT

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

Project Designation

The City has requested Wallis Engineering, PLLC (Consultant) to provide Engineering & Design Services and other related professional services for the Lacamas Creek Sewer Pump Station Improvements. The scope of services, attached as Exhibit A. The fee schedule, attached as Exhibit B.

1. Scope of Services. Consultant agrees to perform professional services, per the scope of work (Exhibit A) and fee schedule (Exhibit B).
2. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement from the date of this agreement, to June 30, 2019.
3. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be billed monthly for work performed under this agreement.
 - b. The Consultant may submit invoices to the City once per month during the progress of the work for payment for project completed to date. Such invoices will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and State of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.
4. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.

5. Compliance with laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.
6. Indemnification / Hold Harmless. The Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. This agreement shall be interpreted and construed in accord with the laws of the State of Washington.

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless City, its officers, directors and employees (collectively "City") against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors employees and sub-consultants (collectively "Consultant") against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by City's negligent acts in connection with the project and the acts of its contractors, sub-contractors or consultants or anyone for whom the City is legally liable.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

The Consultant's relation to the City shall be at all times as an independent contractor.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

7. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance

policy with respect to the work performed for the City.

- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- c. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- a. The consultant's insurance coverage shall be primary insurance as respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- b. The Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City by Consultant.

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

- 8. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto.
- 9. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
- 10. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any

fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
12. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
13. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
14. Attorney fees: In the event of a lawsuit, arbitration or other action to interpret or enforce any provision of this agreement brought by either party, then the prevailing party shall be awarded such sum for attorney fees as a court or arbitrator may deem reasonable, together with the costs associated with such suit, arbitration or action.
15. City's Right to Terminate Contract. Should the Consultant materially breach, or fail to perform any provision of the contract, the City, after thirty days' written notice to the Consultant, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Consultant or, at the City's option, may terminate the contract and take possession of all materials, tools, appliances and finish the work by such means as the City sees fit.
16. Notices. Notices to the City of La Center shall be sent to the following address:

Jim Hodges
City of Camas
616 NE 4th Avenue
Camas WA 98607

Notices to Consultant shall be sent to the following address:

Jane Vail, PE
Wallis Engineering
215 W 4th Street, Ste 200
Vancouver, WA 98660


17. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

DATED this _____ day of _____, 20__

City of Camas

Wallis Engineering

BY: _____
Name/Title:

BY: 
Jane Vail, Principal Engineer

**EXHIBIT A –SCOPE OF WORK
WALLIS ENGINEERING**

**LACAMAS CREEK SEWER PUMP STATION IMPROVEMENTS
CITY OF CAMAS**

JUNE 2018
WE#1460A

PROJECT DESCRIPTION

The existing Lacamas Creek Pump Station was constructed in 1958 and is located just east of 1642 NE 3rd Avenue in Camas, WA on the west shoreline of Lacamas Creek. The pump station is nearing its design capacity, and many of the components have reached their useful life. The City of Camas has selected the Wallis Engineering team to design and permit a new Lacamas Creek pump station, and a nearby satellite pump station at Baz Park to serve homes and businesses in the NE 3rd Loop area.

Components of the proposed project include inlet and discharge piping to serve each new pump station, demolition of the existing pump station and existing piping across Lacamas Creek, a park restroom facility, and grading of the larger Lacamas Creek Trailhead Park. Environmental permitting includes local Critical Areas and Substantial Development Shorelines, WDFW-HPA, DOE Construction Stormwater with SWPPP, and USACE with NMFS consultation. Work will occur on properties that border Lacamas Creek and the Washougal River, which is an area that has a high potential for pre-European artifacts, and archeological/cultural resources permitting is also included.

The project is being divided into three phases:

- Phase I: 30% design including environmental and archeological permitting.
- Phase II: Land use permitting, easement acquisition, preparation of contract documents, and bidding
- Phase III: Construction services

This contract is for Phase I services only.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until June 30, 2019.

DESIGN TEAM

Firm	Role	Task(s)
Wallis Engineering (WE)	Project Management, Pump Station and Pipeline Engineering, Site Engineering	1, 2, 3, 5, 7
Ecological Land Services (ELS)	Environmental Permitting	2, 6
Archaeological Services of Clark County (ASCC)	Cultural/Archaeological Investigations and Permitting	2, 7
GreenWorks (GW)	Park Design, Landscape Architecture	2, 3
R&W Engineering (R&W)	Electrical Engineering	2, 3
Geotechnical Resources Inc. (GRI)	Geotechnical Engineering	5
KC Development (KC)	Surveying	4
MWA Architects (MWA)	Architectural Design	1, 3

Firm	Role	Task(s)
Kramer Gehlen & Associates (KGA)	Structural Design	1, 3
Universal Field Services (UFS)	Easement Acquisition	(future phases)

PHASE I: 30% DESIGN INCLUDING ENVIRONMENTAL AND ARCHEOLOGICAL PERMITTING

TASK 1 PROJECT MANAGEMENT

1.1 Project Management and Quality Control. Provide ongoing coordination with all team members and City staff for the duration of the project. Provide technical and financial management to ensure the schedule and budget are met, management of subconsultants, monthly progress reports, and single point of contact for City staff. This task includes:

- Preparation and ongoing monitoring of a project budget and schedule.
- Quality assurance/ quality control (QA/ QC).
- Scope change management.
- Coordinate between tasks and team members.
- Manage quality control review of all work activities and project deliverables.
- Monthly progress reports to be submitted with billings.

1.2 Project Meetings. Facilitate project meetings, providing materials, agenda, and minutes as appropriate, and record key discussions and action items. Specific project meetings included in the subtask are:

- A project kick-off meeting to introduce the team players and discuss roles, review scope, schedule, lines of communication, City staff expectations and goals, and confirm that all parties are in agreement prior to proceeding.
- Project team meetings at Wallis’ office throughout the project duration at appropriate intervals based upon design activities.
- Project update meetings or conference calls with the client project manager.

Task 1 Assumptions:

- Up to six (6) project team meetings.
- Up to six (6) project update meetings with client.

Task 1 Deliverables:

- Project schedule and budget
- Project meeting agendas and minutes
- Monthly progress and status reports
- Monthly invoices
- Updated project schedules

TASK 2 CONCEPTUAL DESIGN

2.1 Restroom and Pump Station Siting Alternatives. Wallis Engineering will coordinate with City staff and GreenWorks to develop concept plans for Lacamas Trailhead Park. Items will include the internal pedestrian and vehicular circulation, parking lot layout, restroom location at Lacamas Park, trailhead location including kiosk and trail connections, park amenities including benches, picnic tables, bike racks, landscape plantings and storm water plantings.

- 2.2 **Identify the Area of Potential Impact (APE).** Using the siting information from *Task 2.1*, Wallis Engineering will work with ASCC, ELS and GreenWorks to prepare a map showing the Area of Potential Impact (APE). This will be the starting point for the environmental assessments and archaeological investigations.
- 2.3 **Parks Board Meeting.** Attend a Parks Board meeting and present the alternative concept plans for Lacamas Creek Trailhead Park.

Task 2 Assumptions:

- Up to two site alternatives will be developed for Lacamas Trailhead Park.
- Site evaluation will include an option for a combined pump station/restroom building.

Task 2 Deliverables:

- Concept site plans for Lacamas Creek Trailhead Park (up to two).
- Architectural site renderings on boards for presentation at the open house (up to two)
- Map of APE
- Memorandum summarizing critical areas within project vicinity

TASK 3 SURVEY AND MAPPING

- 3.1 **Topographic and Boundary Survey.** KC Development will order utility locates, provide detailed mapping of features, and prepare a topographic and boundary survey base map for the project. The survey base map will be updated as necessary to include locations of archeological, wetland, and geotechnical flagging. The topographic and boundary survey will include the following areas:
- Lacamas Trailhead Park
 - Baz Park
 - NE 3rd Loop between Baz Park and NE 3rd Ave
 - NE 3rd Ave between the east side of the Crown Road/3rd Loop intersection and the west boundary of Lacamas Trailhead Park
 - The existing pump station site including the access drive, an area approximately 100-foot wide between the existing Lacamas Creek Pump Station and NE 3rd Ave, and the alignment of the existing force main and influent pipes between the pump station at 1st Ave.
 - E 1st Ave/Joy St. along the proposed force main alignment, from NE 3rd Ave to NE 2nd Ave, approximately 1,550 feet from curb-to-curb.
- 3.2 **Base Mapping.** KCD will prepare a complete base map for use in preparing pump station, force main, and park plans. The base map will encompass the surveyed areas noted above. The map will include:
- Existing improvements
 - Contours at 1-foot elevations with active surface in Civil 3D 2016
 - Utilities with inverts for sanitary sewer and storm structures
 - Utility locates will be accomplished via One-Call
 - Utility as-builts will be compiled, compared and resolved with locates
 - All lot and right-of-way corners, including research of existing monuments
 - Right-of-way and centerline locations
 - Location of environmental areas as identified by others
 - Geotechnical boring and piezometer locations
- Site Specific Mapping:**
- Lacamas Creek Trailhead
 - Trees 6” diameter and larger
 - West lot line
 - Trees 6” diameter and larger
 - Existing Pump Station and Access Road

- All lot and easement lines
- Boundary of private property adjacent to pump station site
- Baz Park
 - Trees 6” diameter and larger

Task 3 Assumptions:

- Vertical datum will be Clark County.
- Horizontal datum will be Washington South

Task 3 Deliverables:

- Base map in AutoCAD Civil 3D and PDF

TASK 4 GEOTECHNICAL INVESTIGATION

4.1 Soil Borings. To characterize subsurface soil and groundwater conditions, a total of seven soil borings are planned for this project. The following table summarizes the location and anticipated depth of each of these borings.

<i>Location/Project Feature</i>	<i>Anticipated Depth, ft</i>	<i>Number of Borings</i>
Lacamas Creek Pump Station	45	1
Baz Park Pump Station	35	1
Jacking and Receiving Pit for NE 3 rd Avenue Trenchless Crossing	35	1
Gravity Main on NE 3 rd Avenue and across Lacamas Creek	20	1
Gravity Main into Baz Park Substation	15	1
Force Main along East 1 st Avenue	6	2

The available geotechnical and geological information for the project area indicate that cobble and boulders are present within the planned depths of excavation. Fill is reportedly present at the location of NE 3rd Loop and at Baz Park and along the embankment of Lacamas Creek. It has been our experience that hollow-stem auger or mud-rotary drill methods are not able to penetrate into soil that contains appreciable amounts of cobbles and boulders. Accordingly, we propose to complete the explorations using a track-mounted Rotosonic drill rig equipped with 6-in. diameter casing. Rotosonic drilling combines high-frequency vibrations, downward pressure, and relatively slow rotations to advance a dual string of drill pipe which is used to sample and advance the hole. Nearly continuous core samples are collected as the boring is advanced. Photographs of the core samples will be collected at the time of the field exploration program. In addition to the core samples, disturbed split-spoon samples will be obtained from the borings at 5-ft intervals of depth. The Standard Penetration Test will be conducted while the disturbed split-spoon samples are being taken. The Rotosonic borings will be subcontracted to Holt Services, Inc. who is experienced in drilling and sampling soils for engineering purposes. The drilling and sampling will be accomplished under the direction of an experienced geotechnical engineering staff from GRI who will maintain a detailed log of the materials and conditions uncovered during the course of the work. After the completion of drilling and sampling, the boreholes will be decommissioned in accordance with all Washington State

regulations. At the locations where the borings are advanced through the paved right-of-way, the pavement will be patched with quick setting concrete or permanent cold-patch asphalt.

An exploration work plan will be submitted to the City of Camas prior to the completion of the field exploration program. The exploration work plan will include a brief narrative of the work, a figure showing the location of the proposed explorations, and a suggested traffic control plan for borings completed in the paved right-of-way.

A request to the Utility Notification Center will be made at least 48 hours prior to the start of the field exploration program. A private utility locator will also be retained to further evaluate the presence of underground utilities at each of the boring locations.

- 4.2 *Vibrating Wire Piezometers.*** Vibrating-wire piezometers with data loggers will be installed to measure the depth to groundwater and the seasonal variation. The vibrating-wire piezometers will allow for near-continuous measurement of the groundwater, which will be useful for evaluating the need for construction dewatering. Data from the data loggers will be collected by GRI personnel on a three-month interval for a period of one year after drilling.
- 4.3 *Geotechnical Laboratory Testing.*** Laboratory testing will be completed for classification purposes and to provide data on the important physical characteristics of the subsoils. The laboratory testing will include standard classification tests, such as natural water content, unit weight determinations, grain size, and Atterberg limits testing.
- 4.4 *Geotechnical Engineering Analyses.*** Engineering studies and analyses will be completed, resulting in recommendations concerning: (1) earthwork, including cut and fill slopes, wet-weather construction considerations, suitability of on-site soils for use as structural fill, and import fill criteria; (2) trenching conditions and considerations, including temporary shoring and construction dewatering; (3) the trenchless crossing of NE 3rd Avenue; and (4) design criteria for the pump stations and restroom building, including allowable bearing pressures, settlement estimates, lateral earth pressures, buoyant uplift forces, and an assessment of slope stability and set back criteria at the Baz Park site.
- 4.5 *Geotechnical Engineering Report.*** A draft report will be prepared that discusses the work accomplished and presents of the various tests and office studies. A final report will be prepared within one week after receipt of comments from the design team.

Task 4 Assumptions:

- The geotechnical approach is based primarily on the February 20, 2018 *Gray & Osborne's Final Alternatives Evaluation Technical Memorandum*.
- The base of the Lacamas Lake and Baz Park Pump Station are each estimated to be at elevation 17 ft. The trenchless crossing of NE 3rd Avenue will be at about elevation 24 ft. The depth of the new sanitary sewer gravity main along the north side of NE 3rd Avenue and over Lacamas Creek will be less than 15 ft.
- The invert elevation for the new gravity main into the Baz Park Pump Station and for the replacement force mains will be less than 10 ft.
- ASCC will be onsite during drilling to review the samples for archaeological purposes.
- All property access approvals will be coordinated and completed by others.
- It is assumed that petroleum products or other potentially hazardous materials will not be encountered during our subsurface explorations. If petroleum products or other potentially hazardous materials are encountered during the subsurface explorations, drilling will immediately stop until Engineer is notified and next steps are discussed. Cuttings from the borings will be placed in 55-gallon drums and disposed of by the drilling subcontractor.
- City of Camas will obtain the right-of-way permit to complete the borings at the current rate. Consultant will pay the fee.
- Traffic control will consist of an arrow board, traffic cones, and advance warning signs.

Task 4 Deliverables:

- Exploration work plan
- Draft and Final Geotechnical Reports

TASK 5 PRELIMINARY DESIGN

5.1 Review and Update Flow and Sizing Recommendations. Complete review of the flow projections and facility sizing presented in the *Alternatives Evaluation Technical Memorandum*.

- Review pump station service areas and assess status of development prospects in the service areas.
- Review existing flow projections, including the City's General Sewer Plan Amendment and *Alternatives Evaluation Technical Memorandum*.
- Review sizing recommendations for wetwells, pumps, force mains, and gravity sewers.
- Confirm or provide recommend revisions to sizing recommendations for wetwell, pumps, and piping.

5.2 Surge Analysis. We will perform a preliminary surge analysis of the pump station and force main systems utilizing commercially available software, with conservative assumptions regarding transient conditions. *This analysis will consist of a power failure pump shutdown scenario under maximum flow conditions to determine the potential surge pressures associated with the pipeline system.* This work will include the following:

- Create a computer model of the pump station and force main system
- Establish initial non-transient hydraulic grade line elevations for pump power failure and start-up analysis under initial and future flow conditions.
- Perform simulations for pump power failure and start-up of the pump station under initial and future flow conditions.
- Review the results of the analysis and provide preliminary recommendations for sizes and locations of air/vacuum facilities, and/or other mitigating measures if necessary for protection from surge conditions.

5.3 Thirty Percent Design. Preliminary design and estimate will be completed to approximately 30% completion levels. This will include site plans for pump stations and parks, pump station electrical and mechanical plans, and pipeline plans.

5.3.1 Civil and Site Design

Preliminary civil and site design will include the following activities.

- Confirm adequacy of topographical and boundary mapping. Evaluate legal, ownership, permitting and zoning constraints. Identify environmentally sensitive areas such as wetlands, flood plains, known hazardous waste areas, etc.
- Coordinate with geotechnical engineer on boring locations; record boring locations on-site drawings.
- Prepare preliminary stormwater calculations.
- Develop preliminary stormwater control concepts (swales, curb, and gutter).
- Meet with City and stormwater control agency to determine permitting requirements.
- Set preliminary finished floor levels for new structures. Establish preliminary finished grades; overall major surfaces, road profiles, etc. Iterate preliminary surfaces and structures to optimize earthwork if necessary.
- Develop preliminary utility plans for the Lacamas Creek Pump Station, Baz Park Pump Station, and Lacamas Trailhead Park.

5.3.2 Pipelines

Existing utility locations and environmental information will be reviewed, and pipeline alignments will be adjusted to avoid utility conflicts and environmental areas where possible. Topographic considerations and surge analysis will dictate the size and quantity of combined air release/vacuum valves. Preliminary pipeline design will include:

- Preliminary pipeline sizing.

- Pipe materials.
- Vertical and horizontal alignments.

5.3.3 Mechanical

Preliminary mechanical design will include the following:

- Selection and sizing of major equipment including pumps. Prepare sizing calculations and obtain review. Establish level of redundancy required for all equipment.
- Prepare equipment list with sizing for major equipment. Coordinate with the City on preferences of equipment manufacturer and processes.
- Prepare preliminary drawings for equipment arrangements.

5.3.4 Odor Control

Preliminary odor control design will include the following:

- Select type of ventilation system to be used in pump station and other structures.
- Determine force main odor control requirements and select odor control facility, coordinating with City on preferences.
- Determine overall potable water requirements for the project. Confirm adequate quantity and pressure can be obtained from the local potable water supply utility.

5.3.5 Electrical

Preliminary design work for electrical will include the following:

- Preliminary sizing of electrical services.
- Preliminary sizing of generators (one for each pump station).
- SCADA communications from pump stations to City's central monitoring site.
- Preliminary contact with Clark Public Utilities (CPU) to discuss electrical services options for pump station. Include discussions of possible dual-service feeders from separate substations for redundant power in lieu of or possibly in addition to local standby generators.
- Prepare narrative for electrical portions of preliminary report, including potential service options.
- A cellular communications link will be used with provisions for a future fiber optic cable connection.

5.3.6 Structural

Schematic design work for structural will include the following:

- Preliminary sizing of foundations.

5.3.7 Parks

GreenWorks will develop site plans for Lacamas Park and Baz Park based on the preferred concept resolved in Task 2. GreenWorks will research and determine the best structure for the restroom and coordinate with MWA Architects on the materials for consistency between the pump station and the restroom at Lacamas Park.

- Site plans showing preliminary location for the circulation, parking lot layout, trailhead, planting areas, park amenities and stormwater facilities.

5.3.8 Architectural

Schematic design work for architectural will include the following:

- Security discussions with City for restroom facility.
- Floor plan, elevations for restroom building (two alternatives).
- Sketch-up of floor plan, elevations for pump stations building (two alternatives for review of style).
- CAD drawings (plans and elevations) for pump station buildings (one for each pump station).

- 5.4 **Easement Assessment.** The *Alternatives Evaluation Technical Memorandum* did not anticipate any required property acquisition or easements. However, it appears that there are two properties south of 3rd Avenue that may be affected. We will confirm the easement needs and contact the property owners to ascertain the likelihood of obtaining an easement; if one is required.
- 5.5 **Public Meeting #1.** Facilitate and attend a public open house, to be held at a location to be determined. Presentation material would include architectural renderings of the site alternatives developed in Task 2.4. Studies and reports will be available for reference during discussions with interested parties.
- 5.6 **Pre-design Report and Workshop.** We will summarize the results of subtasks 5.1 through 5.3 in a draft pre-design report and submit to the City. A report will be prepared that documents the approach and findings of the preliminary design. The report will be reviewed at a meeting with City staff and will be finalized following the meeting.
- 5.7 **Department of Ecology Meeting.** Facilitate and attend a meeting with the Department of Ecology in Olympia to discuss the design report.
- 5.8 **City of Camas Pre-Application Conference.** Using 30% design, prepare application material and attend a land use pre-application conference at the City of Camas.

Task 5 Assumptions:

- Downstream analysis for the Lacamas Creek Pump Station force main will be limited to reviewing the modeling results from the current General Sewer Plan and confirming whether adequate capacity is available.
- Any required drawing standards will be provided by the City.
- No retaining walls are required.
- Specifications will not be required for the 30% design effort.
- For the public meeting, City will prepare and mail meeting notices and schedule the meeting facilities.

Task 5 Deliverables:

- Draft and final design standards memorandum.
- Draft and Final Pre-design Report.
- Material/color board for pump station and restroom buildings.
- Memorandum summarizing discussions with property owners.
- Written summary of comments heard during the open house.
- 30% cost estimate.
- 30% design drawings, approximated as follows:
 - Cover Sheet - 1 Sheet
 - General Notes and Legend - 1 Sheet
 - Overall Project/Sheet Location – 1 Sheet
 - Demolition Plan – 3 Sheets
 - Pipeline Plan and Profiles – 3 Sheets
 - Pump Station Design Criteria – 1 Sheet
 - Layout, Grading, Material and Planting Plans for Lacamas Cr. Trailhead Park – 5 Sheets
 - Stormwater Management Plan for Lacamas Trailhead Park – 2 Sheets
 - Stormwater Management Plan for Baz Park Pump Station – 2 Sheets
 - Pump Station Site Plans – 2 Sheets
 - Pump Station Mechanical Plans– 4 Sheets
 - Equipment Shelter Plans – 2 Sheets
 - Restroom Architectural Plan and Elevations – 1 Sheet
 - Pump Station Architectural Plan and Elevations – 2 Sheets
 - Electrical One-Line Diagrams – 2 Sheets
 - Electrical Site Plans – 2 Sheets

- Electrical Layout Plans – 2 Sheets
- Process and Instrumentation Diagrams (P&ID's) – 2 Sheets
- PLC I/O Lists – 2 Sheets

TASK 6 ENVIRONMENTAL SERVICES

- 6.1 *Stream and Wetland Field Review.*** ELS will complete a stream and wetland field review to facilitate preliminary design. All streams (OHWM) and wetlands will be reviewed and delineated for potential project impacts to Waters of the United States. The Ordinary High Water Marks will be determined to identify the extent of shoreline jurisdiction. For this subtask ELS will:
- Flag the OHWM of streams and limits of associated wetlands beyond the OHWM
 - Conduct office work and field work to complete a functional assessment and categorize wetlands.
- 6.2 *City of Camas Permitting Coordination and Critical Areas Report.*** A Critical Areas report will be required to address impacted resources (wetlands, critical aquifer recharge areas, frequently flooded areas, geologically hazardous areas, and fish and wildlife habitat conservation areas). Expected permits include a Shoreline Substantial Development Permit and a City Critical Areas Permit. ELS will coordinate with City staff to review the project and discuss concerns or recommendations regarding critical area issues.
- 6.3 *Joint Aquatic Resources Permit Application (JARPA) and Clean Water Act (CWA) Coordination.*** A JARPA application will be required to initiate the permit processes for impacts to critical areas regulated by the US Army Corps of Engineers, the Washington Department of Fish and Wildlife, and the Washington Department of Ecology. However, there is some uncertainty whether an ACOE Nationwide Permit (NWP) will be required for removing the pipe over Lacamas Creek and the existing pump station, resulting in uncertainty as to the lead agency for archeological permitting. To determine whether a NWP permit will be required, ELS will coordinate with USACE and attend a pre-application meeting to review the project and discuss concerns or recommendations.
- 6.4 *Biological Evaluation .*** Biological Evaluation will be required for gravity sewer removal over Lacamas Creek and removal of the pump station. ELS will coordinate with the WDFW for work beneath the ordinary high water mark of Lacamas Creek.

Task 6 Assumptions:

- USACE will confirm at the pre-application meeting that a NWP is/is not required.
- Removal of old pipes and pump station will be considered self-mitigation by local, state, and federal agencies.

Task 6 Deliverables:

- Critical Areas Report
- Shorelines Substantial Development Permit
- SEPA checklist
- JARPA for Washington Department of Fish and Wildlife Hydraulic Project Approval Permit
- JARPA and Mitigation Plan for work in the waters of the US
- Biological Evaluation for removal of pipe and pump station in Lacamas Creek

TASK 7 CULTURAL AND HISTORICAL RESOURCE ASSESSMENTS

This task will be performed by ASCC to address Section 106 of the National Historic Preservation Act. ASCC's role is to facilitate the USACE's compliance with Section 106 and the City's compliance with local cultural resource ordinances within the project's Area of Potential Effect (APE), and will include the following tasks.

- 7.1 *Consultation and Agency Coordination / APE Delineation.*** Early and on-going consultation and coordination between the USACE, the Washington Department of Archaeology and Historic

Preservation (DAHP), project engineers, and the City of Camas will be carried out throughout the life of the project. ASCC will facilitate an initial discussion between the parties in order to establish an appropriate APE.

This task will include the preparation of APE maps and a scoping letter for the USACE to distribute to interested parties justifying the APE. Given the largely subterranean nature of the project, ASCC anticipates that for much of the APE, the only potential effects will be to below-ground resources (i.e. archaeological deposits) rather than above-ground properties (i.e. historic structures).

7.2 Background Review. Historic-period maps, such as early USGS quadrangles and General Land Office maps, will be reviewed. Areas where previous archaeological or historic resource studies have been conducted and where archaeological and historic resources have been recorded will be identified and shown on project maps. Previous studies that meet current standards and need no additional fieldwork will be identified. ASCC will contact selected Tribes to assess whether ethnographic sites may be within the project.

7.3 Site Reconnaissance. A site reconnaissance of the project will be conducted. Goals for this reconnaissance include identifying areas where there is no need for pedestrian survey or shovel testing, and to verify the coverage of previous field studies.

Since the project alignment will be within or adjacent to road prisms for much of its length, it will be important to determine if there are areas that do not need archaeological study because they are deeply cut or filled. These include:

- Portions of the project where impacts are within roads-especially in road cuts that are well below grade-may need no additional exploration as impacts may occur in geologic layers deposited well before the time people were in the area.
- Determining whether the project-related ground disturbance will be within native soils, have potential for an archaeological site, or will be entirely in fill or bedrock, for example, is likely to reduce the risk of encountering archaeological resources in some areas.

The Site Reconnaissance subtask will include monitoring geo-technical investigations in order to assist in determining the origin of the soils likely to be impacted during project activities and to assess their archaeological potential. This is particularly relevant at the Baz Park locale where it appears that the current ground surface is comprised of imported fill material.

7.4 Resource Surveys. After the reconnaissance is done, pedestrian surveys will be conducted, followed by shovel testing of areas where archaeological sites are deemed likely. Archaeological and historic resources will be documented during the survey.

Archaeological Survey and Shovel Testing. ASCC will carry out a cultural resources survey in order to inventory and record any archaeological materials within the APE. The specific scale and scope of the investigation will necessarily depend on the results of the background research, agency consultation, and the site reconnaissance effort.

- Outside the boundaries of previously recorded sites, ASCC will survey for subsurface archaeological materials by excavating a series of shovel test probes (STPs) within the areas slated for ground disturbance, screening all excavated soils through 1/8-inch (3-mm) mesh. Given the project's alluvial setting and the potential for deeply buried deposits, ASCC may use a hand auger to excavate below the reach of a shovel in select areas, reaching final depths of up to three meters (10 feet) below ground surface, where possible.
- Areas along roads that are considered likely could be approached by investigating the shoulder areas and considering those areas to be a proxy for the undisturbed area under the road bed; a constraint may be the narrowness of road right of way.

- It may not be feasible to adequately test for buried archaeological resources in some high risk areas, and monitoring may be appropriate for those areas; however, this is not the preferred situation.
- If deeply buried soils with the potential to contain archaeological materials are encountered during the geotechnical testing, ASCC will work with project engineers and interested parties to formulate a plan to safeguard against damage to any potentially significant cultural deposits. This could entail the mechanical stripping of overburden to access those deposits for closer examination, or construction monitoring. The specific scope of this work would depend on the proposed impacts at that location, and the depth and the nature of the deposits.

Historic Resource Field Inventory. As previously mentioned, ASCC is anticipating that only a small portion of the APE will require above-ground resource documentation, given the project's largely subterranean nature. However, there may be portions of the APE associated with above-ground elements of the project that will have the potential for indirect effects (i.e. visual) that will require historic resource documentation. In these areas, historic-period buildings and structures – those constructed more than 45 years ago will be inventoried and a preliminary evaluation of significance assessed. At this time, one previously identified resource that is likely to be impacted by the project is the current pump station, which appears to be over 45 years in age.

Other historic resources that are within the APE also will be identified and included in the inventory of historic resources. Historic resources will need to be documented on the DAHP's current inventory forms and the forms appended to the report. A preliminary evaluation will need to be provided as part of the documentation.

7.5 Cultural Resources Report. A report will be prepared to meet the survey-level standards of the City's archaeological ordinance, given the strong likelihood of an archaeological site within the APE and to meet SEPA review. The report will document the work performed to the level that will meet the standards for review by the USACE.

The report will provide a project description and information on the environmental and historical/cultural setting of the project, summarize the background review and fieldwork, provide information about areas where additional survey may be needed, and provide an evaluation of resources. A preliminary Finding of Effect will be recommended. Forms for identified archaeological and historic resources will be appended to the report, and maps will note areas where the study has been completed as well as where resources are located and show where additional effort, such as monitoring during construction, may be recommended.

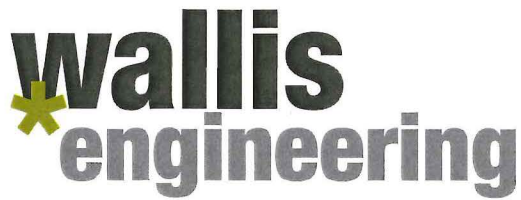
Task 7 Deliverables:

- APE maps and scoping letter for USACE to distribute to interested parties, if needed.
- Draft and final cultural resources survey report and associated resource forms.

Task 7 Assumptions:

- This scope of work only addresses the survey-level investigation and assumes the project will either avoid or not pose an adverse effect to NRHP-eligible properties.
- Preliminary research shows that portions of the APE overlap two known archaeological sites (45CL10 and 45CL654) along with a number of previous archaeological survey areas (including recent routes for the Camas water line, Washougal River Trail, and STEP sewer transmission main projects). This previous work has revealed a pattern of pre-contact habitation in the project vicinity, particularly in the bottomlands to the south of NE 3rd Loop. Boundaries for several sites (including 45CL654) are not fully delineated, and the location of at least one site (45CL9) is somewhat disputed. In short, the project setting is culturally sensitive, and the potential for encountering archaeological deposits is high.

- The existing pipeline crossing Lacamas Creek passes through a previously-recorded archaeological site (45CL10)
- The proposed force main and gravity systems along NE 3rd Loop are adjacent to the current boundary of site 45CL654, which has been determined eligible for listing on the NRHP.
- The project's regulatory context regarding cultural resources will be Section 106 of the NHPA and the City of Camas's archaeological ordinance (Chapter 16.31).
- The DAHP database will be a main source of background information.
- ASCC's library will be used to identify reports written prior to the start of the database compilation in the late 1990s.
- The project will be reviewed by the City of Camas.
- The archaeological fieldwork will include a pedestrian survey using transects spaced 33 to 50 feet (10 to 15 meters).
- Up to 40 shovel tests will be excavated at high probability areas, where the surface visibility is inadequate to determine whether an archaeological site is present. The shovel tests will also be used to delineate resource boundaries.
- Shovel tests will be 30 centimeters at the surface and excavated at least 50 centimeters deep, to meet the City of Camas archaeological ordinance. (County standards require 50-centimeter diameter shovel tests.)
- Soils will be screened using 1/8-inch mesh hardware cloth. No artifacts will be collected.
- The study and report will be done to meet the "survey-level" of the City's archaeological ordinance; the report also will be prepared to meet standards of DAHP for a survey, so that it will meet standards of the Corps of Engineers, if needed.
- After review of the draft report and acceptance by the project team and the City, the draft report will be finalized for submittal to the City of Camas for its review under the City's archaeological ordinance and SEPA.
- Copies of the report will be sent to seven Tribes and DAHP via certified mail, to meet the City's ordinance.
- If resources are found that appear to be eligible for listing in the NRHP, and if impacts or adverse effects cannot be avoided, additional study may be needed.
- Archaeological sites that cannot be avoided and that may be significant may need additional testing / evaluation. If the project is being done to meet Section 106, no permit from the DAHP would be needed for evaluation excavations or for mitigation excavation for sites found to be eligible for listing in the NRHP that cannot be avoided. By identifying these resources early in the project design, it may be possible to find avoidance measures. Alternately, non-excavation mitigation measures may be formulated to off-set the impacts to NRHP-eligible sites. These efforts would be carried out through consultation with the USACE, DAHP, project proponents, and interested parties.
- An additional site evaluation or mitigation report would be prepared to present the information from additional phases of work, if this work is needed, it will be carried out under a separate scope of work.



2018-19 AGGREGATE RATE SCHEDULE

These rates are effective through December 31, 2019

<u>Staff</u>	<u>Rate</u>
Senior Engineer	\$182.70
Engineer 1	\$167.50
Engineer 2	\$155.30
Engineer 3	\$133.00
Engineer 4	\$115.80
Engineer 5	\$99.50
Engineer 6	\$89.40
Inspector	\$96.50
Senior Designer	\$127.90
Technician 1	\$101.50
Technical Writer	\$93.40
Clerical 1	\$78.20

- These rates to be used in conjunction with contracts that span across two calendar years
- These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

Agreement
Exhibit B - Fee Estimate
City of Camas - Lacamas Creek Sewer Pump Station Improvements
WE #1460A
June 2018

TASK		Wallis		Subconsultants							Total Cost	
		Wallis	Expenses	ELS	ASCC	GW	R&W	GRI	KC	MWA		KGA
Task 1	Project Management											
1.1	Project Management and QC	\$19,359.00										\$ 19,359.00
1.2	Project Meetings	\$13,072.80	\$300 (M)	\$ 2,750.00	\$ 2,165.00	\$ 4,073.00	\$ 1,954.00	\$ 2,112.00		\$ 2,222.00		\$ 28,648.80
	TASK 1 SUBTOTAL	\$32,431.80	\$300	\$ 2,750.00	\$ 2,165.00	\$ 4,073.00	\$ 1,954.00	\$ 2,112.00	\$ -	\$ 2,222.00	\$ -	\$ 48,007.80
Task 2	Conceptual Design											
2.1	Restroom and Pump Station Siting Alternatives	\$7,619.20				\$ 5,484.00	\$ 698.00					\$ 13,801.20
2.2	Identify the Area of Potential Impact (APE)	\$2,152.40				\$ 2,486.00						\$ 4,638.40
2.3	Present Concept Designs to Parks Board	\$670.00				\$ 694.00						\$ 1,364.00
	TASK 2 SUBTOTAL	\$10,441.60	\$0	\$ -	\$ -	\$ 8,664.00	\$ 698.00	\$ -	\$ -	\$ -	\$ -	\$ 19,803.60
Task 3	Survey and Mapping											
3.1 & 3.2	Topographic and Boundary Survey, Base Mapping	\$2,223.40							\$ 23,650.00			\$ 25,873.40
	TASK 3 SUBTOTAL	\$2,223.40	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,650.00	\$ -	\$ -	\$ 25,873.40
Task 4	Geotechnical Investigation											
4.1	Soil Borings	\$0.00						\$ 25,229				\$ 25,229.00
4.2	Vibrating Wire Piezometers	\$0.00						\$ 3,856				\$ 3,856.00
4.3	Geotechnical Laboratory Testing	\$0.00						\$ 2,486				\$ 2,486.00
4.4	Geotechnical Engineering Analyses	\$0.00						\$ 7,574				\$ 7,574.00
4.5	Geotechnical Engineering Reporting	\$2,822.40						\$ 9,378				\$ 12,200.40
	TASK 4 SUBTOTAL	\$2,822.40	\$0	\$ -	\$ -	\$ -	\$ -	\$ 48,523.00	\$ -	\$ -	\$ -	\$ 51,345.40
Task 5	Preliminary Design											
5.1	Review and Update Flow and Sizing Recommendations	\$5,948.60										\$ 5,948.60
5.2	Surge Analysis	\$4,297.60	\$1,400 (O)									\$ 5,697.60
5.3	30% Design	\$44,487.60	\$100 (M)			\$ 14,960.00	\$ 15,044.00			\$ 20,783.00	\$ 5,500.00	\$ 100,874.60
	Stormwater Report	\$3,880.20										\$ 3,880.20
5.4	Easement Assessment	\$2,988.40										\$ 2,988.40
5.5	Public meeting #1	\$1,446.00				\$ 5,514.00						\$ 6,960.00
5.6	Predesign Report and Workshop	\$15,567.60	\$100 (P)			\$ 688.00	\$ 2,403.00			\$ 2,085.00		\$ 20,843.60
5.7	Department of Ecology Meeting	\$2,266.40	\$100 (M)									\$ 2,366.40
5.8	Pre-Application Conference	\$2,242.00	\$327 (O)									\$2,569.00
	TASK 5 SUBTOTAL	\$83,124.40	\$2,027	\$ -	\$ -	\$ 21,162.00	\$ 17,447.00	\$ -	\$ -	\$ 22,868.00	\$ 5,500.00	\$ 152,128.40
Task 6	Environmental Services											
6.1	Stream and Wetland Field Review	\$0.00		\$ 4,400.00								\$ 4,400.00
6.2	City of Camas Permitting Coordination and Critical Areas Report	\$1,243.70										\$ 1,243.70
	Critical Areas Permits	\$335.00		\$ 3,300.00								\$ 3,635.00
	Shoreline Substantial Development Permit	\$670.00		\$ 6,600.00								\$ 7,270.00
6.3	Joint Aquatic Resources Permit Application (JARPA) and Clean Water Act (CWA) Coordination	\$502.50										\$ 502.50
	JARPA Permit	\$502.50		\$ 5,500.00								\$ 6,002.50
	ACOE Permit	\$1,340.00		\$ 7,150.00								\$ 8,490.00
6.4	Biological Evaluation	\$167.50		\$ 9,900.00								\$ 10,067.50
	TASK 6 SUBTOTAL	\$4,761.20	\$0	\$ 36,850.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,611.20
Task 7	Cultural and Historical Resource Assessment											
7.1	Consultation and Agency Coordination / APE Delineation	\$0.00			\$ 2,886.00							\$ 2,886.00
7.2	Background Review	\$0.00			\$ 1,563.00							\$ 1,563.00
7.3	Site Reconnaissance	\$0.00			\$ 1,962.00							\$ 1,962.00
7.4	Resource Surveys	\$0.00			\$ 7,924.00							\$ 7,924.00
7.5	Cultural Resources Report	\$1,411.20			\$ 6,673.00							\$ 8,084.20
	TASK 7 SUBTOTAL	\$1,411.20	\$0	\$ -	\$ 21,008.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,419.20
	GRAND TOTAL	\$137,216.00	\$2,327	\$ 39,600.00	\$ 23,173.00	\$ 33,899.00	\$ 20,099.00	\$ 50,635.00	\$ 23,650.00	\$ 25,090.00	\$ 5,500.00	\$ 361,189.00

FEE SUMMARY			
Staff	Hours	Rate	Fees
SE - Senior Engineer	38	\$ 182.70	\$ 6,942.60
E1 - Engineer 1 (PM)	244	\$ 167.50	\$ 40,870.00
E2 - Engineer 2	120	\$ 155.30	\$ 18,636.00
E3 - Engineer 3	0	\$ 133.00	\$ -
E4 - Engineer 4	236	\$ 115.80	\$ 27,328.80
E5 - Engineer 5	230	\$ 99.50	\$ 22,885.00
E6 - Engineer 6	0	\$ 89.40	\$ -
Inspector	0	\$ 96.50	\$ -
T1 - Technician 1	168	\$ 101.50	\$ 17,052.00
TW - Technical Writer	4	\$ 93.40	\$ 373.60
C1 - Clerical 1	40	\$ 78.20	\$ 3,128.00
Total Fees from Staff			\$ 137,216.00
Subconsultant	Fees		
ELS			\$ 39,600.00
ASCC			\$ 23,173.00
GW			\$ 33,899.00
R&W			\$ 20,099.00
GRI			\$ 50,635.00
KC			\$ 23,650.00
MWA			\$ 25,090.00
KGA			\$ 5,500.00
Total Fees from Subconsultants			\$ 221,646.00
<i>NOTE: Fee includes 10% markup</i>			
Expenses	Cost		
Printing (P)			\$ 100.00
Other (O)			\$ 1,727.00
Mileage (M)			\$ 500.00
Total Fees from Expenses			\$ 2,327.00
TOTAL BUDGET			\$ 361,189.00

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

Mayor's
VOLUNTEER SPIRIT AWARD

in the City of Camas, presented to

ERIKA COX

For her long standing efforts within the community in numerous roles. Her proactive involvement with Camas parent/teacher organizations, a past member of the Camas Citizens Advisory Committee, a current Camas Educational Foundation board member, and also serves on the City of Camas Salary Commission.

Dated this 18th day of June, 2018



Scott Higgins, Mayor

