

CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue Camas, WA 98607

Project No W1011

LOWER PRUNE HILL BOOSTER STATION IMPROVEMENTS, PHASE 2

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

- 1. <u>Project Designation.</u> The Consultant is retained by the City to perform professional services in connection with the project designated as the **Lower Prune Hill Booster Station Improvements.**
- 2. <u>Scope of Services.</u> Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
- 3. <u>Time for Performance.</u> Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than <u>December 31, 2022</u>, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
- 4. <u>Payment.</u> The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as **Exhibit "C"**.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

- e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.
- 5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
- 6. <u>Compliance with Laws.</u> Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
- 7. <u>Indemnification</u>. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

8. Consultant's Liability Insurance.

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

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

- 3. <u>Professional Liability insurance</u> appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
- 4. <u>Workers' Compensation coverage</u> as required by Industrial Insurance laws of the State of Washington.
- 5. <u>Verification</u>. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. <u>Verification of Coverage</u>. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. <u>Notice of Cancellation</u>. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- i. <u>City Full Availability of Consultant Limits</u>. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
- 9. <u>Independent Consultant.</u> The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

- 10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 11. <u>Discrimination Prohibited.</u> During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
 - Title VI of the Civil Rights Act of 1964
 (42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
 (23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973

(29 USC Chapter 16 Subchapter V Section 794)

- Age Discrimination Act of 1975
 - (42 USC Chapter 76 Section 6101 et seq.)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- Americans with Disabilities Act of 1990 (42 USC Chapter 126 Section 12101 et. seq.)
- 49 CFR Part 21
- 23 CFR Part 200
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "D"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "D"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

- 12. <u>Confidentiality</u>. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.
- 13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.

- 14. <u>Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exlusion—</u> Primary and Lower Tier Covered Transactions.
 - a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - 6. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 - 7. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - 8. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 - 9. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
 - b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
 - c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the BOARD.
 - d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

- 1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the BOARD for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

a. <u>Warranty of Non-infringement</u>. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and

holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.

- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
- 16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
- Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation 17. provided for in this agreement shall not constitute a waiver of any other provision.
- 18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
- 19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
- 20. Notices. Notices to the City of Camas shall be sent to the following address:

James Hodges City of Camas 616 NE 4th Avenue Camas, WA 98607

PH: 360-817-7234

EMAIL: jhodges@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Brent Gruber Murraysmith, Inc. 400 E. Mill Plain Blvd. Suite 400 Vancouver, WA 98660

PH: 360-448-4232

EMAIL: brent.gruber@murraysmith.us

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.

22. <u>Arbitration Clause</u>. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The artibtrator's decision shall be final and legally binding and judgment be entered thereon.

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

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

DATED this	day of, 2021.
CITY OF CAMAS:	CONSULTANT: Authorized Representative
Ву	By Bin M Case
Print Name	Print Name Brian M. Casey
Title	Title Principal Engineer

EXHIBIT "A" SCOPE OF SERVICES

EXHIBIT A - SCOPE OF SERVICES CITY OF CAMAS

LOWER PRUNE HILL BOOSTER PUMP STATION AND 0.5 MG RESERVOIR IMPROVEMENTS

PHASE 2 DESIGN: PRELIMINARY DESIGN, FINAL DESIGN, PERMITTING AND BIDDING SUPPORT

Background

Murraysmith, Inc. (Murraysmith) has developed the following scope of services and accompanying engineering fee estimate for Phase 2 Design: Preliminary Design, Final Design, and Bidding Support services for the City of Camas (City) Lower Prune Hill Booster Pump Station and 0.5 MG Reservoir Improvements project. The scope and fee have been developed based on the previously completed site evaluation technical memorandum developed in Phase 1, discussions with City staff, and our understanding of the project.

Proposed Improvements

This project involves the replacement of the existing Lower Prune Hill Pump Station that pumps from two (2) existing 455 pressure zone reservoirs on the shared site with a new pump station delivering water to the Upper Prune Hill reservoirs in the 852 pressure zone. The project will also include replacement of the existing Lower Prune Hill No. 1 reservoir with a new 0.5 MG welded steel reservoir in the southwest corner of the site. The existing pump station and reservoir are located on City owned property near the intersection of NW 18th Loop and NW Ostensen Canyon Road.

The Phase 1 Design technical memorandum "Lower Prune Hill Booster Pump Station Improvements Siting Alternatives Evaluation," (Siting Evaluation) dated August 21, 2020 outlined preliminary pump sizing, pump selection and site layout alternatives including reservoir replacement. Preliminary work was completed to assess the feasibility of the alternatives evaluated. The Siting Evaluation included a topographical survey, natural resource assessment, archaeological resources assessment, and geotechnical investigation. This scope of work is based on the preferred alternative identified in this evaluation including reservoir replacement for completion of preliminary design, final design, permitting and bidding support services.

Project Approach

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

- Phase 1 Design: Data Collection and Siting Evaluation Preferred siting alternative determined under this effort. This phase will continue to run concurrent with Phase 2 to complete additional survey, geotechnical report completion, and data collection.
- Phase 2 Design: Preliminary Design, Final Design, Permitting, and Bidding Support –
 Includes the scope of services contained herein.
- Phase 3 Construction: Construction Support Services Separate scope of services to be developed in the future.

Overview

The services defined herein for Phase 2 Design consists of the following major tasks.

- Task 1 Project Management and Coordination
- Task 2 Field Investigations and Utility Coordination
- Task 3 Preliminary Design
- Task 4 Preliminary Design Report
- Task 5 Final Design
- Task 6 Permitting
- Task 7 Bidding Support
- Task 8 Subconsultant Services

Scope of Services

Task 1 - Project Management and Coordination

Subtasks

1.1 Monthly Progress Reports and Invoices.

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

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

1.2 Project Coordination

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

1.3 Project Schedule and Updates

Prepare the project schedule and update at each submittal of plans to the City. The schedule will include key tasks, milestones, deliverables, and City review periods, including the estimated construction schedule.

1.4 Quality Assurance/Quality Control (QA/QC)

Perform in-house quality assurance reviews of all deliverables. PS&E developed by subconsultants will be reviewed for design consistency prior to incorporating into the design submittal.

1.5 Project Management Plan

Prepare a Project Management Plan (PMP) that includes a description of the problem statement, scope of work, project team member roles and responsibilities, communications protocols, quality management plan and activities, schedule from Subtask 1.3, and this scope of consultant services.

1.6 Kick-off Meeting

Prepare for and attend virtual kick-off meeting with City staff.

Assumptions

- The duration for design and bidding is estimated to be 16 months.
- Anticipated notice to proceed will be in June 2021.
- Project schedule will be developed and maintained using MS Project.

Consultant Deliverables

- Up to sixteen (16) months of progress reports and invoices
- Project Management Plan, draft and final
- Up to three (3) project schedule updates (PDF format) at 30%, 60%, and 90% deliverables.

Task 2 - Field Investigations and Utility Coordination

Subtasks

2.1 Utility Coordination

Coordinate with utility companies regarding utility service for the project. Coordinate regarding removal the existing antennae and associated facilities off the project site, as well as regarding mounting of new cellular equipment as needed.

2.2 Site Reconnaissance

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

2.3 Utility Potholing Coordination and Review

Murraysmith will prepare a potholing plan in coordination with the City, coordinate, and provide field observation of potholing to be completed by subconsultant Vac X, as described in Task 8. Add information obtained during potholing to base map for the project.

2.4 Tree Assessment Coordination and Review

Murraysmith will coordinate completion of a tree assessment and survey to be completed by subconsultant Arborscape, Ltd, as described in Task 8. Murraysmith will review tree survey report prior to inclusion in permit submission packages.

Provided by the City

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

Assumptions

- No permits will be required for completion of the field investigations
- The City will lead all coordination with cellular providers regarding removal and relocation of existing wireless facilities.
- Up to three (3) Murraysmith staff will attend site reconnaissance

Consultant Deliverables

- Data request list(s)
- Utility potholing data, in electronic format
- Draft and final tree survey reports submitted electronically to the City in PDF format

Task 3 - Preliminary Design

Subtasks

3.1 Design Criteria

Develop design criteria for the proposed improvements based on City standards, regulatory agency requirements, completed services by subconsultants, and coordination with the City on equipment preferences.

3.2 Pump Sizing and Selection Verification

Coordinate with the City on final capacity requirements and planned operation of the pump station, considering pump runtimes, storage replenishment rates, and supply redundancy. Conduct hydraulic modeling to verify that the recommended pump sizes and selection recommended in the Siting Evaluation remain valid.

3.3 Preliminary Pump Station and Site Layout

Develop preliminary floor plan and associated site plan alternatives for the pump station and reservoir site. It is assumed the pump station will be constructed of split face concrete masonry units and that up to two (2) alternatives will be developed for City review and input. Murraysmith will coordinate with the City to review and select a preferred pump station layout to continue detailing during final design.

3.4 Tank Improvements

Develop list of tank appurtenances and gather input from the City on preferred options to incorporate into the 30% preliminary plans.

Perform an evaluation to finalize the preferred tank geometry. Evaluate information from the geotechnical investigation, existing site conditions, and hydraulic modeling to determine preferred tank floor elevation. It is anticipated that raising the floor above the existing floor elevation will facilitate site drainage while reducing retaining wall heights.

3.5 Stormwater Analysis

Develop a conceptual drainage plan based on the Department of Ecology Stormwater Management Manual for Western Washington and the City's Stormwater Design Standards Manual.

3.6 30% Preliminary Plans and Cost Estimate

Prepare preliminary plans at the 30% completion level for the pump station and other proposed site improvements using the information developed in prior tasks. Prepare a preliminary opinion of construction cost for the proposed pump station, reservoir, and site improvements.

3.7 30% Design Review Workshop

Prepare for and attend a 30% design review workshop with City staff at the City's operations center.

Provided by the City

 Input on equipment preferences, pump station and reservoir capacity requirements, and proposed operation

- Input on preliminary pump station layouts and associated site layouts
- Input on reservoir appurtenances and improvements
- Attendance at meetings and workshops
- Review of the preliminary design plans and preliminary opinion of construction cost with one compiled written set of comments prior to the 30% review meeting
- Current hydraulic model of water system

Assumptions

- Up to two (2) preliminary pump station facility layout alternatives will be developed for City review and input.
- The current hydraulic model provided by the City does not require calibration and its accuracy is sufficient to perform the analysis outlined in this scope. Hydraulic modeling will require no more than 20 hours.
- No evaluation or improvement to the existing 1.5 MG Reservoir will be included in the project.
- The results of the Phase 1 Design will be incorporated into the preliminary design elements of this project.
- No hoisting systems will be included with the design. Roof hatches will be provided for extraction of pumps/motors.
- The new tank will be welded steel.
- The pump station and ancillary rooms will be located within a single building.
- The existing pump station building will remain in place and the existing equipment will be removed.
- The 30% preliminary plans will consist of up to 15 sheets.
- The City review period will be three (3) weeks.
- The 30% review workshop will be held at the City operations center and will be attended by up to three (3) Murraysmith staff.

Consultant Deliverables

- Preliminary pump station layout figure(s) in PDF format
- Workshop agendas and meeting summaries

 An electronic copy (PDF format) of 30% preliminary plans at half size (11x17) and 30% preliminary opinion of construction cost

Task 4 - Preliminary Design Report

Subtasks

4.1 Draft Preliminary Design Report

Prepare a Preliminary Design Report that documents the project background, proposed improvements, design criteria, analyses, discussion of operations and maintenance requirements, cost estimate, and project schedule. Include in the appendix the 30% preliminary plans, and the technical memoranda from the services performed by subconsultants. The Preliminary Design Report will be prepared to fulfill the Department of Health (DOH) Project Report requirements for facility projects.

4.2 Final Preliminary Design Report

Modify report based on City review comments and submit copies of final report to City and DOH.

4.3 DOH Report Submittal and Coordination

Submit the Preliminary Design Report and required DOH forms to DOH for review in accordance with the project report requirements for proposed facility projects. Coordinate with DOH staff as required and provide written responses to comments received from DOH review of the report.

Provided by the City

 Complete review of the preliminary design report and provide one (1) compiled written set of comments.

Assumptions

• The Preliminary Design Report will not require update following DOH review and approval.

Consultant Deliverables

- Draft and final Preliminary Design Report, submitted to the City in Word and PDF formats
- One (1) hard copy of the Final Preliminary Design Report, submitted to DOH

Task 5 - Final Design

Subtasks

5.1 60% Design Submittal

Develop plans, specifications, and opinion of construction cost to the 60% level based upon the 30% preliminary plans and design elements documented in the Preliminary Design Report.

5.2 90% Design Submittal

Further develop the PS&E to the 90% completion level based on the 60% design submittal and modifications from the City's review comments.

5.3 Final Bid-Ready Document Submittal

Further develop the PS&E to the 100% completion level based on the 90% design submittal and modifications from the City's review comments. Submit stamped and signed bid-ready contract documents and plans to the City. Update bid proposal quantities to reflect a bid-ready design package.

5.4 Design Review Workshops

Prepare for and attend 60% and 90% design review workshop with City staff.

Provided by the City

- Complete technical review of the design submittal documents and provide one (1) compiled written set of comments for each submittal prior to the review meetings.
- Standard front-end contract documents and specifications in MS Word format.

Assumptions

- The 60% plan set will consist of up to 60 sheets. The 90% and final plan sets will consist of up to 83 sheets.
- Plans will be developed at a 1"=20' or 1"=10' scale for site improvements and piping plan/profile and between ¼"=1' and ½"=1' scale for pump station and reservoir improvements and include details.
- Instrumentation and control design will be completed by S&B, Inc. and will be paid for by the City under a separate agreement.

- Arc flash studies are not included in this scope. This study will be addressed via specification and be a requirement of the construction contractor when equipment is known.
- Technical specifications prepared by Murraysmith and subconsultants will be in MasterFormat 48 Division CSI format. Specifications will include the City's front-end contract documents and general conditions.
- Traffic control plans for construction will be prepared during design.
- The opinion of construction cost will be formatted to reflect the items in the bid schedule and will be AACE Class 2 estimates.
- City review period is assumed to be three (3) weeks for the 60% and 90% submittals.
- The following workshops will be held at the City's operations center and will be attended by up to three (3) Murraysmith staff.
 - o 60% review workshop
 - o 90% review workshop

Consultant Deliverables

- Workshop agendas and meeting summaries
- Submission of 60% and 90% design packages includes:
 - o An electronic copy (PDF format) of the half size (11x17) plan set, specifications, and engineer's opinion of probable construction cost, including MS Word documents of the specifications.
- Submission of Final Bid-Ready package includes:
 - o An electronic copy (PDF format) of plan set (11x17 and 22x34), specifications, and engineer's opinion of probable construction cost, including MS Word documents of the specifications and design drawings in AutoCAD.

Task 6 – Permitting

Subtasks

6.1 Coordination with City and State Permitting Agencies

Coordinate with the City and permitting agencies during development of application packages. Develop and submit responses to agency review comments. Coordinate with agencies throughout the application review.

6.2 Permit Application, Reviews, and Approvals Preparation and Support

Prepare and submit application packages for the project with support from WSP Global for permitting and environmental services under Task 8. Anticipated permits/reviews/approvals:

- Conditional Use Permit
- Demolition Permit
- Lot Line Consolidation
- Site Plan Review
- Variance (Major)
- Design Review (Minor)
- Critical Areas Review
- Building Permit and Plan Review
- Fire Department Review
- Engineering Review
- DOH Construction Documents Review
- SW Clean Air Authority Permit
- SEPA Environmental Checklist

6.3 Permit Public Hearing

Prepare for and attend up to one (1) Public Hearing during permit review.

Provided by the City

- Review draft application packages and environmental documents and provide one (1) set of compiled review comments.
- Payment of all permit application and review fees
- Attendance at public hearings
- Preapplication conference submittal and attendance
- Complete SW Clean Air Authority Permit. It is assumed the City will review their general permit to include the project improvements.

Assumptions

- City will submit applications and required fees to the reviewing agency and be the main contact.
- Based on the Phase 1 Design archaeology investigation and agreement with City Planning, an archaeological predetermination will not be required.

- The project will disturb less than one (1) acre of soils and will not have a discharge to a water of the state, thus an NPDES Construction Stormwater General Permit will not be required from the Washington Department of Ecology.
- All Type III decisions will be made at a single hearing examiner decision. A consolidated approval will include all City permits except for the Building Permit and Engineering review.
- The following application packages are anticipated to be submitted as a consolidated application prior to the 60% design submittal.
 - o Conditional Use Permit
 - o Variance
 - o Design Review
 - o Critical Areas Review
 - o Archaeological Review
 - o Preliminary Site Plan Review
 - o SEPA Environmental Checklist
- The following application packages are anticipated to be submitted following the 90% design submittal. Alternatively, they will be submitted sooner, as allowed by the agency.
 - o Building Permit
 - o Engineering Review
 - o Final Site Plan Review
 - o Fire Department Review
 - o DOH Construction Documents Review
- No more than one (1) response to agency compiled review comments are anticipated per application package. It is anticipated that each response may contain multiple items, including but not limited to updated plan sheets, responses to questions/comments, and additional design calculations.
- It is anticipated that the SEPA determination issued by the City will be a Determination of Non-Significance or Mitigated Determination of Non-Significance. The City will accept this project as being "self-mitigating".

Consultant Deliverables

- Application packages (drafts for City review and finals for agency review) for the items listed under Task 6.2
- Responses to agency review comments

Task 7 – Property and Easement Support

Subtasks

7.1 Property and Easement Support

Assist City in acquiring additional property to construct improvements. Determine the limits of construction to assist in with permanent and temporary easement acquisition.

Provided by the City

- Lead all discussions and negotiations with property owners.
- Lead property owner coordination related to access easement and possible fence relocation to actual property line.
- Record final easement and lot line consolidation, pay all fees.
- Compiled review comments on easement materials
- Property appraisal coordination if needed

Consultant Deliverables

• Up to two (2) exhibits and legal descriptions to support easement acquisition.

Task 8 - Public Outreach Program Support

Subtasks

8.1 Review and Preparation Assistance of Outreach Materials

This task includes Murraysmith's services to assist the City and Murraysmith subconsultant, Barney & Worth, in public outreach activities associated with the project. This is anticipated to include assistance providing content for neighborhood mailers, fact sheets, and renderings.

Assumptions:

- No public meetings are anticipated.
- This task will be on an as needed basis, up to the amount shown on the fee estimate.
- Figures and graphics, aside from renderings, are assumed to be developed under other tasks and will require only modifications for public outreach materials.

Consultant Deliverables:

- Figures and graphics for public outreach materials
- Compiled review comments on public outreach materials
- Photorealistic rendering of proposed improvements

Task 9 - Bidding Support

Subtasks

9.1 Bidder Inquiries and Addenda

Respond to questions from bidders, subcontractors, equipment suppliers, and other vendors regarding the project, plans, and specifications. Prepare addenda for use by the City in issuing addenda.

9.2 Pre-Bid Conference

Attend the pre-bid conference and provide support to the City.

9.3 Bid Award Review

Provide supplemental support in reviewing bids, contacting references, verifying qualifications, and recommending bid award.

Assumptions

- The City will coordinate and pay all fees related to bid advertisement.
- The City will take the lead in tasks associated with bid advertisement, addenda distribution, plan holder administrations, bid evaluation, bid tabulation, etc.
- The City will be the lead in receiving questions from bidders, subcontractors, equipment suppliers, and other vendors. Upon referral from the City, Murraysmith will respond to up to 20 questions and prepare up to two (2) draft addenda.
- Only at the request of the City will Murraysmith provide support services during project bidding.
- The Pre-bid Conference will be attended by up to two (2) Murraysmith team members.

Consultant Deliverables

- Draft addenda for the City to distribute to plan holders
- Written responses to bidder's questions

Task 10 - Subconsultant Services

Subtasks

10.1 Electrical Engineering

Industrial Systems will provide electrical design for the instrumentation and controls system. It is understood that the City sole sources the SCADA and control system design to S&B. Industrial Systems will coordinate with S&B to determine preferences for the control system and incorporate them into the electrical design. A more detailed description of the services to be provided follows.

- 1. Contact the local electrical utility to coordinate new electrical service and determine metering requirements.
- 2. Finalize electrical calculations for utility service, generator sizing, and electrical distribution.
- 3. Coordinate instrumentation requirements with Murraysmith and S&B.
- 4. Prepare electrical system drawings.
- 5. Prepare electrical technical specifications.
- 6. Prepare engineering estimate of probable construction cost for electrical items.
- 7. Submit progress drawings at 60% and 90% completion for review by the project team. Submit 100% stamped and signed bid-ready drawings.

10.2 Permitting and Environmental Services

WSP Global will provide permitting and environmental services consisting of preparing a SEPA checklist and assisting with environmental and land use permitting to be completed under Task 6.

10.3 Geotechnical Engineering

Geotechnical Resources, Inc. (GRI) will provide geotechnical engineering services consisting of performing one additional field boring to support design of the reservoir and retaining wall and general consultation and review of proposed improvements as they relate to geotechnical recommendations to be finalized under Phase 1 Design.

10.4 Structural Engineering

Peterson Structural Engineers will provide structural engineering services for the design of the proposed reservoir, pump station, retaining walls, and bidding support services. A more detailed description of the services to be provided follows.

- 1. Perform design and generation of construction drawings for the 60%, 90%, and 100% design submittals for both structures.
- 2. Submit 60% and 90% construction documents for design review.
- 3. Review and respond to various design review comments and questions.
- 4. Assist in the development of structurally related specification sections.
- 5. Generate final design and construction documents for the project.
- 6. Submit 100% stamped bidding/construction drawings and structural calculations.

10.5 Potholing

VacX will provide potholing services for the proposed site improvements. The fee estimate is based on VacX providing potholing services for up to 10 potholes.

10.6 Tree Survey

Arborscape, Ltd will provide a tree survey and report as needed for any tree removal resulting from construction. This survey will be in compliance with Camas Municipal Code 18.13 requirements.

10.7 Corrosion Engineering

NW Corrosion Engineering will provide corrosion engineering services for the project that will include preparation of cathodic protection design details, specifications, and cost estimates. It is anticipated that the design will include a galvanic anode system for the reservoir. Review tank interior and exterior coating specifications provided by Murraysmith.

10.8 Public Outreach

Barney & Worth will provide public outreach support for the project. Services will include preparation of a public outreach plan and additional public outreach services on an as needed basis up to the amount shown on the fee estimate. Services that may be requested are anticipated to be preparation of neighborhood mailers and fact sheets. No public meetings are anticipated.

Fee Estimate

It is proposed that the above-described work be accomplished on a time and expense basis not to exceed \$876,654, as summarized in the attached Fee Estimate.

Preliminary Drawing List

GEN	IERAL	
1	G-1	TITLE SHEET, VICINITY MAP AND INDEX OF DRAWINGS
2	G-2	SYMBOLS AND LEGEND
3	G-3	ABBREVIATIONS
4	G-4	GENERAL AND EROSION CONTROL NOTES
CIVI		GENERAL AND ENGSION CONTROL NOTES
5	C-1	SITE LAYOUT PLAN AND SURVEY CONTROL
6	C-1	SITE PREPARATION AND EROSION CONTROL PLAN
7	C-2	EROSION CONTROL DETAILS
8	C-3	DEMOLITION
9	C-4 C-5	SITE GRADING AND DRAINAGE PLAN
10	C-6	DRAINAGE PROFILES
11	C-0	RESERVOIR SECTION AND DETAILS
12	C-7	SITE PIPING PLAN
13	C-8	SITE PIPING PROFILES
14	C-10	WATER VAULT PLANS, SECTIONS, AND DETAILS
15	C-10	CIVIL DETAILS - 1
16	C-11	CIVIL DETAILS - 2
17		CIVIL DETAILS - 3
		L - RESERVOIR
18	S-1	RESERVOIR GENERAL STRUCTURAL NOTES
19	S-2	RESERVOIR QUALITY ASSURANCE PLAN AND NOTES
20	S-3	RESERVOIR ELEVATION AND FOUNDATION PLAN
21	S-4	RESERVOIR FOOTING AND ANCHORAGE DETAILS
22	S-5	RESERVOIR ROOF PLAN AND DETAILS
23	S-6	RESERVOIR PIPE BLOCKING, MANWAY, AND MISC. DETAILS
24	S-7	RESERVOIR ROOF LANDING AND STAIRWAY DETAILS
STR		L - PUMP STATION
25	SP-1	PUMP STATION GENERAL STRUCTURAL NOTES
26	SP-2	PUMP STATION QUALITY ASSURANCE PLAN AND NOTES
27	SP-3	PUMP STATION FLOOR AND ROOF PLAN
28	SP-4	PUMP STATION TRANSVERSE & LONGITUDINAL SECTIONS
29	SP-5	PUMP STATION FOUNDATION DETAILS
30	SP-6	PUMP STATION PIPE CHASE DETAILS
31	SP-7	PUMP STATION CMU DETAILS
32	SP-8	PUMP STATION ROOF DETAILS
STR	UCTURA	L - RETAINING WALLS
33	SW-1	RETAINING WALL GENERAL STRUCTURAL NOTES
34	SW-2	RETAINING WALL QUALITY ASSURANCE PLAN AND NOTES
35	SW-3	RETAINING WALL PLAN AND PROFILE
36	SW-4	RETAINING WALL DETAILS

ARC	HITECTU	JRAL - PUMP STATION
37	A-1	CODE SUMMARY
38	A-2	PUMP STATION FLOOR PLAN
39	A-3	CONCEPTUAL ELEVATIONS SOUTH AND WEST
40	A-4	CONCEPTUAL ELEVATIONS NORTH AND EAST
41	A-5	ARCHITECTURAL SECTIONS
42	A-6	ARCHITECTURAL DETAILS - 1
43	A-7	FENESTRATION, WALL AND FINISH SCHEDULES
ME		AL - PUMP STATION
44	M-1	EQUIPMENT LIST
45	M-2	PUMP AND PIPING FLOOR PLAN
46	M-3	PUMP AND PIPING SECTIONS - 1
47	M-4	PUMP AND PIPING SECTIONS - 2
48	M-5	PUMP AND PIPING DETAILS
49	M-6	PLUMBING PLAN
50	M-7	PLUMBING DETAILS
51	M-8	HVAC PLAN
52	M-9	MISCELLANEOUS MECHANICAL DETAILS - 1
53	M-10	MISCELLANEOUS MECHANICAL DETAILS - 2
ME	CHANICA	AL - RESERVOIR
54	MR-1	RESERVOIR PIPING ENTRANCE/EXIT PLAN AND SECTIONS
55	MR-2	RESERVOIR OVERFLOW PIPING SECTIONS AND DETAILS
56	MR-3	RESERVOIR ROOF AND FLOOR PLAN
57	MR-4	RESERVOIR LADDER DETAILS
58	MR-5	RESERVOIR VENT DETAILS
59	MR-6	MISCELLANEOUS RESERVOIR DETAILS - 1
ELE	CTRICAL	
60	E-1	ELECTRICAL GENERAL NOTES AND ABBREVIATIONS
61	E-2	ELECTRICAL ONE LINE DIAGRAM & LOAD CALCULATION
62	E-3	ELECTRICAL SITE PLAN
63	E-4	ELECTRICAL BUILDING PLAN
64	E-5	ELECTRICAL BUILDING LIGHTING PLAN
65	E-6	ELECTRICAL RESERVOIR PLAN - DEMO
66	E-7	ELECTRICAL RESERVOIR PLAN
67	E-8	GROUNDING PLAN
68	E-9	PANEL SCHEDULES & CIRCUIT SCHEDULE
69	E-10	ELECTRICAL DETAILS
70	E-11	ELECTRICAL DETAILS
		TATION & CONTROL
71	I-1	S&B STANDARDS
72	1-2	DISCRETE WIRING INTERFACE DETAILS
73	I-3	EQUIPMENT WIRING FOR DISCRETE AND VIRTUAL DATA
74	1-4	BLOCK DIAGRAM PUMPS AND RESERVOIR SYSTEMS
75	I-5	BLOCK DIAGRAM VAULTS AND STANDBY POWER SYSTEMS
76	I-6	BLOCK DIAGRAM NETWORK DIAGRAM
77	1-7	CONTROL PANEL ELEVATIONS
78	1-8	MOTOR CONTROL CENTER ELEVATIONS
		PROTECTION
79	CP-1	CATHODIC PROTECTION SYSTEM PLAN

80	CP-2	CATHODIC PROTECTION SYSTEM DETAILS							
LAN	LANDSCAPING								
81	L-1	SOILS PLAN							
82	L-2	PLANTING PLAN							
83	L-3	PLANTING DETAILS							
TRA	FFIC CO	NTROL							
84	TC-1	TRAFFIC CONTROL PLAN 1							
85	TC-2	TRAFFIC CONTROL PLAN 2							

Estimated Schedule

Design and permitting for the pump station and reservoir are estimated to begin in July 2021 and conclude in the third quarter of 2022. Bidding is estimated to be in September 2022. A more detailed project schedule will be developed after Notice to Proceed is provided by the City.

EXHIBIT "B" COSTS FOR SCOPE OF SERVICES

CITY OF CAMAS

LOWER PRUNE HILL BOOSTER PUMP STATION AND 0.5 MG RESERVOIR IMPROVEMENTS PHASE 2 DESIGN

EXHIBIT B - PROPOSED FEE ESTIMATE

			LABO	R CLASSIFICATION (F	HOURS)									
	Principal Engineer V \$269	Principal Engineer II \$238	Professional Engineer VIII \$209	Professional Engineer VII \$197	Engineering Designer II \$148	Technician IV \$160	Administrative III	Hours	Labor	Subconsultants	Multiplier % Markup	Subconsultant Total with Markup	Expenses	Total
Task 1 - Project Management and Coordination													_	4
Task 1.1 - Monthly Progress Reports and Invoices	-	10	18 36	27 18			36	81	\$ 13,180			.1 \$ -	\$ -	\$ 13,18
Task 1.2 - Project Coordination Task 1.3 - Project Schedule and Updates		18 4	36 14	18				72 18	\$ 15,347 \$ 3,874			.1 \$ - .1 \$ -	\$ -	\$ 15,34 \$ 3,87
Task 1.4 - Quality Assurance/Quality Control (QA/QC)	50	50	50					150	\$ 35,759		_	.1 \$ -	\$ -	\$ 35,75
Task 1.5 - Project Management Plan	50	2	12					14	\$ 2,981			.1 \$ -	\$ -	\$ 2,98
Task 1.6 - Kick-Off Meeting		2	5	7				14	\$ 2,901		1	.1 \$ -	\$ -	\$ 2,90
Task 1 Subtotal	50	76	135	52	0	0	36	349	\$ 74,042	: \$ -		\$ -	\$ -	\$ 74,04
Task 2 - Field Investigations and Utility Coordination									<u> </u>					
Task 2.1 - Utility Coordination		4	10	10	10			34	\$ 6,490	1	1	.1 \$ -	\$ -	\$ 6,49
Task 2.2 - Site Reconnaisance		4	7	7	10			18	\$ 3,794			.1 \$ -	\$ 225	
Task 2.3 - Utility Potholing Coordination and Review			4	6	12			22	\$ 3,793		_	.1 \$ -	\$ 224	
Task 2.4 - Tree Assessment Coordination and Review			2	4				6	\$ 1,207		1	.1 \$ -	\$ -	\$ 1,20
Task 2 Subtotal	0	8	23	27	22	0	0	80	\$ 15,284	\$ -		\$ -	\$ 449	\$ 15,73
Task 3 - Preliminary Design							+		1					
Task 3.1 - Design Criteria		2	6	6	10			24	\$ 4,390	1	1	.1 \$ -	\$ 180	\$ 4,57
Task 3.2 - Pump Sizing and Selection Verification			3	8	15			26	\$ 4,422		_	.1 \$ -	\$ 270	
Task 3.3 - Preliminary Pump Station and Site Layout		2	20	30	60	40		152	\$ 25,848	;		.1 \$ -	\$ 1,080	
Task 3.4 - Tank Improvements		2	10	30	30			72	\$ 12,919	1	1	.1 \$ -	\$ 540	
Task 3.5 - Stormwater Analysis		2	10	20	40			72	\$ 12,423		_	.1 \$ -	\$ 720	
Task 3.6 - 30% Preliminary Plans and Cost Estimate	2	12	40	70	90	90		304	\$ 53,277		_	.1 \$ -	\$ 1,620	
Task 3.7 - 30% Design Review Workshop Task 3 Subtotal	2	2 22	10 99	12 176	245	130	0	24 674	\$ 4,932 \$ 118,211		1	.1 \$ -	\$ 224 \$ 4,634	
Tusk 3 Subtotul	2	22	33	176	243	150	0	674	\$ 116,211	.)	•	, 	3 4,034	3 122,64
Task 4 - Preliminary Design Report														
Task 4.1 - Draft Preliminary Design Report		5	15	25	40		4	89	\$ 15,621		1	.1 \$ -	\$ -	\$ 15,62
Task 4.2 - Final Preliminary Design Report		2	10	20			2	34	\$ 6,738		1	.1 \$ -	\$ -	\$ 6,73
Task 4.3 - DOH Report Submittal and Coordination			4	4			1	9	\$ 1,738		1	.1 \$ -	\$ -	\$ 1,73
Task 4 Subtotal	0	7	29	49	40	0	7	132	\$ 24,098	-	•	-	\$ -	\$ 24,09
Task 5 - Final Design														
Task 5.1 - 60% Design Submittal								0	\$ -		1	.1 \$ -	\$ -	\$
Plans	5	15	60	140	180	120		520	\$ 90,896	5	_	.1 \$ -	\$ 3,240	\$ 94,13
Specifications	2	12	24	40	76		8	162	\$ 28,438			.1 \$ -	\$ 1,368	
Estimates		2	4	16	20			42	\$ 7,425	i	_	.1 \$ -	\$ 360	\$ 7,78
Task 5.2 - 90% Design Submittal								0	\$ -	•	_	.1 \$ -	\$ -	\$
Plans Specifications	4	12 18	50 20	110 30	180 50	110	8	466 127	\$ 80,303 \$ 22,944		_	.1 \$ - .1 \$ -	\$ 3,240 \$ 900	
Estimates	1	2	3	12	16		•	33	\$ 22,944			.1 \$ -	\$ 288	
Task 5.3 - Final Bid-Ready Document Submittal	1		<u> </u>	12	10		1	0	\$ -			.1 \$	\$ -	\$ 5,12
Plans	3	10	40	90	130	80		353	\$ 61,328			.1 \$ -	\$ 2,340	\$ 63,66
Specifications	1	10	16	20	40		8	95	\$ 16,755			.1 \$ -	\$ 720	
Estimates		2	2	10	12		1	26	\$ 4,640		_	.1 \$ -	\$ 216	
Task 5.4 - Design Review Workshops (2)	10	6	20	24	704	240	34	50	\$ 10,339		1	.1 \$ -	\$ 448 \$ 13.120	
Task 5 Subtotal	16	89	239	492	704	310	24	1874	\$ 328,903	-		-	\$ 13,120	\$ 342,02
Task 6 - Permitting	†			1			1		1	1	†		<u> </u>	
Task 6.1 - Coordination with City and State Permitting Agencies			20	25				45	\$ 9,110	1	1	.1 \$ -	\$ -	\$ 9,11
Task 6.2 - Permit Application, Reviews, and Approvals Preparation and Support								0	\$ -			.1 \$ -	\$ -	\$
Conditional Use Permit			3	6				9	\$ 1,811			.1 \$ -	\$ -	\$ 1,81
Tree Permit			1	2	-			7	\$ 604 \$ 1,416			.1 \$ -	\$ -	\$ 60
Demolition Permit Lot Line Consolidation	1	2	3 4	6				12	\$ 1,416 \$ 2,495			.1 \$ - .1 \$ -	\$ -	\$ 1,41 \$ 2,49
Site Plan Review	1	2	8	6				16	\$ 2,495			.1 \$ -	\$ - \$ -	\$ 2,49
Variance (Major)		1	2	6				9	\$ 1,840		_	.1 \$	\$ -	\$ 1,84
Design Review (Minor)		2	6	8				16	\$ 3,307			.1 \$ -	\$ -	\$ 3,30
Critical Areas Review		2		4				6	\$ 1,265			.1 \$ -	\$ -	\$ 1,26

CITY OF CAMAS LOWER PRUNE HILL BOOSTER PUMP STATION AND 0.5 MG RESERVOIR IMPROVEMENTS PHASE 2 DESIGN

EXHIBIT B - PROPOSED FEE ESTIMATE						
		LABO	R CLASSIFICATION (H	IOURS)		

LABOR CLASSIFICATION (HOURS)														
		Data stool Fundance	Professional	Professional	For the contract						Multiplier	Subconsultant Total with		
	Principal Engineer	Principal Engineer	Engineer VIII	Engineer VII	Engineering Designer II	Technician IV	Administrative III	Hours	Labor	Subconsultants	% Markup	Markup	Expenses	Total
Archaeological Review	T Tillelpai Eligilicei	2	Liigineer viii	4	Designer II	recimician iv	Administrative in	6	\$ 1,265			. \$ -	\$ -	\$ 1,265
Building Permit and Plan Review		2	4	6				12	\$ 2,495			. \$ -	\$ -	\$ 2,495
Fire Department Review		2	2	2				6	\$ 1,288		1.1	. \$ -	\$ -	\$ 1,288
Engineering Review		2	6	10				18	\$ 3,702		1.1	. \$ -	\$ -	\$ 3,702
DOH Construction Documents Review			4	6				10	\$ 2,019		1.1	. \$ -	\$ -	\$ 2,019
SW Clean Air Authority Permit			3					3	\$ 626		1.1	. \$ -	\$ -	\$ 626
SEPA Environmental Checklist			4	4	10			18	\$ 3,103		1.1	. \$ -	\$ -	\$ 3,103
Task 6.3 - Permit Public Hearing		2	4	6				12	\$ 2,495		1.1	. \$ -	\$ -	\$ 2,495
Task 6 Subto	al 0	19	74	105	10	0	0	208	\$ 42,170	\$ -		\$ -	\$ -	\$ 42,170
Task 7 - Property and Easement Support								0	\$ -					\$ -
Task 7.1 - Property and Easement Support		10	20			30		60	\$ 11,358		1.1	. \$ -	\$ -	\$ 11,358
Task 7 Subto	al 0	10	20	0	0	30	0	60	\$ 11,358	\$ -		\$ -	\$ -	\$ 11,358
Task 8 - Public Outreach Program Support								0	\$ -		1.1	. \$ -	\$ -	\$ -
Task 8.1 - Review and Preparation Assistance of Outreach Materials		5	8			15		28	\$ 5,262		1.1	. \$ -	\$ -	\$ 5,262
Task 8 Subto	al 0	5	8	0	0	15	0	28	\$ 5,262	\$ -		\$ -	\$ -	\$ 5,262
Task 9 - Bidding Support														
Task 9.1 - Bidder Inquiries and Addenda		1	9	20				30	\$ 6,065		1.1	. \$ -	\$ -	\$ 6,065
Task 9.2 - Pre-bid Conference		3	5					8	\$ 1,757		1.1	. \$ -	\$ -	\$ 1,757
Task 9.3 - Bid Award Review		1	4	8				13	\$ 2,652		1.1	. \$ -	\$ -	\$ 2,652
Task 9 Subto	al 0	5	18	28	0	0	0	51	\$ 10,473	\$ -		\$ -	\$ -	\$ 10,473
Task 10 - Subconsultant Services														
Task 10.1 - Electrical Engineering (Industrial Systems)					1			0	ć	\$ 33,170	1.1	\$ 36,487	\$ -	\$ 36.487
Task 10.2 - Permitting and Environmental Services (WSP)								0	۶ - د	\$ 33,170	1.1	·	\$ -	\$ 53,759
Task 10.3 - Geotechnical Engineering (GRI)								0		\$ 48,872	1.1	· ' ' '	Ÿ	
Task 10.4 - Structural Engineering (PSE)					1			0		\$ 70,672	1.1	·		
Task 10.5 - Potholing (VacX)								0	4'	\$ 70,672	1.1	· ' ' '	•	-
Task 10.6 - Tree Survey (Arborscape)								0	'	\$ 17,236	1.1		•	-
Task 10.7 - Corrosion Engineering (NW Corrosion Engineering)								0	4'	\$ 2,100	1.1	·	·	1
Task 10.8 - Public Outreach (Barney and Worth)					+			0	4'	\$ 16,723		\$ 10,000	\$ - \$ -	\$ 18,395
Task 10.8 - Public Outreach (Barney and Worth) Task 10 Subto	al 0	0	0	0	0	0	0	0		\$ 207,864	1.1	\$ 228,650	т	
Task 10 Subto	ui 0	U	U	U	U	U	U	U	, -	\$ 207,864		228,650	, -	\$ 220,050
TOTAL - ALL TASKS	68	241	645	929	1021	485	67	3456	\$ 629,801	\$ 207,864		\$ 228,650	\$ 18,203	\$ 876,654

EXHIBIT "C" CONSULTANT BILLING RATES



2021 SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2021 through December 31, 2021. After this period, the rates are subject to adjustment.

Billing Classifications	2021 Rates	Billing Classifications	2021 Rates
Principal Engineer VI	\$270	Construction Manager VIII	\$227
Principal Engineer V	\$260	Construction Manager VII	\$219
Principal Engineer IV	\$250	Construction Manager VI	\$203
Principal Engineer III	\$239	Construction Manager V	\$188
Principal Engineer II	\$230	Construction Manager IV	\$178
Principal Engineer I	\$222	Construction Manager III	\$162
Professional Engineer IX	\$212	Construction Manager II	\$150
Engineering Designer IX	\$204	Construction Manager I	\$133
Professional Engineer VIII	\$202	Inspector VII	\$188
Engineering Designer VIII	\$193	Inspector VI	\$172
Professional Engineer VII	\$191	Inspector V	\$156
Engineering Designer VII	\$184	Inspector IV	\$145
Professional Engineer VI	\$182	Inspector III	\$129
Engineering Designer VI	\$175	Inspector II	\$117
Professional Engineer V	\$171	Inspector I	\$100
Engineering Designer V	\$164	Technician IV	\$155
Professional Engineer IV	\$161	Technician III	\$139
Engineering Designer IV	\$161	Technician II	\$120
Professional Engineer III	\$157	Technician I	\$101
Engineering Designer III	\$157	Project Coordinator IV	\$150
Engineering Designer II	\$143	Project Coordinator III	\$140
Engineering Designer I	\$132	Project Coordinator II	\$125
Principal III	\$295	Project Coordinator I	\$110
Principal II	\$270	Administrative III	\$110
Principal I	\$245	Administrative II	\$101
Project Manager III	\$225	Administrative I	\$89
Project Manager II	\$200		
Project Manager I	\$175		

Project Expenses:

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

\$18.00/hour \$10.00/hour
Current IRS Rate
At Cost
At Cost
At Cost

Outside Services:

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

EXHIBIT "D" TITLE VI ASSURANCES

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

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

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C.

§ 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

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

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).