



**CITY OF CAMAS**  
**PROFESSIONAL SERVICES AGREEMENT**

616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

**Project No. P1018**

**UPPER LACAMAS LAKE DAM GATE REPLACEMENT**

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

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the **Upper Lacamas Lake Dam Gate Replacement Project**.
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **June 30, 2023**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$85,830.00**, under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as **Exhibit "B"**.
  - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for

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

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

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

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

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

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

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

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the

Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
  - Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)
  - Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)
  - Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)
  - Civil Rights Restoration Act of 1987  
(Public Law 100-259)
  - Americans with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)
  - 49 CFR Part 21
  - 23 CFR Part 200
  - RCW 49.60.180

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

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the City; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

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

Lower Tier Covered Transactions

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

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the



City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:  
Will Noonan  
City of Camas  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607  
PH: 360-817-7983  
EMAIL: [wnoonan@cityofcamas.us](mailto:wnoonan@cityofcamas.us)

Notices to Consultant shall be sent to the following address:

Dick Talley, PE  
Stantec  
601 SW Second Avenue, Suite 1400  
Portland, OR 97204  
PH: 503-220-5423  
EMAIL: [richard.talley@stantec.com](mailto:richard.talley@stantec.com)

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. If requested in writing by either the City or the Contractor, the City and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF CAMAS:

STANTEC:  
*Authorized Representative*

By \_\_\_\_\_

DocuSigned by:  
*Richard Talley*  
By \_\_\_\_\_  
5499BC984C6A496...

Print Name \_\_\_\_\_

Print Name Richard Talley

Title \_\_\_\_\_

Title Vice President

Date 6/29/2022

**EXHIBIT "A"**  
**SCOPE OF SERVICES**



# **Upper Lacamas Dam Gate Replacement Project**

## **Exhibit "A"**

### **Scope of Services**

#### **Background and Understanding**

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

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

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

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

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

# **Upper Lacamas Dam Gate Replacement Project**

## **Exhibit "A"**

### **Scope of Services**

#### **1.0 Task 1 – Upper Dam Spillway Gate Replacement Preliminary Design**

##### **1.1 Task Specific Objective**

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

##### **1.2 Task Specific Services and Assumptions**

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

# **Upper Lacamas Dam Gate Replacement Project**

## **Exhibit "A"**

### **Scope of Services**

#### **1.3 Task Specific Deliverables**

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

#### **1.4 Task Specific Period of Performance**

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

### **2.0 Task 2 – Gate and Valve Automation Evaluation and Report**

#### **2.1 Task Specific Objective**

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

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

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

##### Alternative 1

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

##### Alternative 2

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

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

### **2.2 Task Specific Services and Assumptions**

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

### **2.3 Task Specific Deliverables**

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

# **Upper Lacamas Dam Gate Replacement Project**

## **Exhibit "A"**

### **Scope of Services**

#### **2.4 Task Specific Period of Performance**

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

#### **3.0 Task 3 - 2022 Annual Dam Safety Inspection**

##### **3.1 Task Specific Objectives:**

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

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

##### **3.2 Task Specific Services and Assumptions:**

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



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

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

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

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

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

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

H. The field inspection is scheduled for September 2022.

### **3.3 Task Specific Deliverables:**

Stantec will deliver the following:

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

### **3.4 Period of Performance**

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

# **Upper Lacamas Dam Gate Replacement Project**

## **Exhibit "A"**

### **Scope of Services**

#### **4.0 Task 4 - Project Management**

##### **4.1 Task Specific Objectives:**

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

##### **4.2 Task Specific Assumptions:**

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

##### **4.3 Subtasks:**

- A. Develop Brief Project Management Plan

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

1. Project Schedule

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

2. QA/QC Plan

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

3. Staffing Plan

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

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

versus actual hours to complete activities and milestone completions.

B. Invoicing and Scope Management

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

**4.4 Task Specific Deliverables:**

A. Invoices

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

B. Schedule updates

1. Submitted monthly with invoice in PDF format.

C. Project Status Report

1. Submitted monthly with invoice in PDF format.

**EXHIBIT "B"**  
**COSTS FOR SCOPE OF SERVICES**



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

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

**Table 1: Budgeted Engineering Fees by Task**

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

See Table 2 for Hourly Rates and Charges

**Table 2: Professional Services Hourly Fee Schedule**

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

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

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

**Table 3: Other Direct Project Costs Schedule**

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

**EXHIBIT "C"**  
**TITLE VI ASSURANCES**

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

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

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

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

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

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

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

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



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

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

**Pertinent Non-Discrimination Authorities:**

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