



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

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

**PROJECT NO. N/A**

**Water/Sewer Professional Services**

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Carollo Engineers, Inc.**, 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 **Water/Sewer Professional Services**.
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, 2024**, 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 **\$184,029**, 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. Billing rates as identified in **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 within thirty (30) days of receipt. 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, to the extent caused by 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. Notwithstanding the foregoing, the Consultant shall be entitled to keep one (1) copy of all deliverables, as well as any information that the Consultant used, relied upon and/or incorporated into the noted deliverables, in accordance with the standard of care. The Consultant shall hold all such retained information in accordance with the requirement of Section 12 herunder.

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:  
Steve Wall  
City of Camas  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607  
PH: 360-817-7234  
EMAIL: [swall@cityofcamas.us](mailto:swall@cityofcamas.us)
- Notices to Consultant shall be sent to the following address:  
Lara Kammereck  
Carollo Engineers, Inc.  
1200 fifth Avenue, Suite 900  
Seattle, WA 98101  
PH: 206-684-6532  
Email: [lkammereck@carollo.com](mailto:lkammereck@carollo.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.
27. Standard of Care. The Consultant shall complete the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar circumstances, in the State of Washington.
28. City-Provided Information and Services. The City shall furnish the Consultant available studies, reports and other data pertinent to the Consultant's services; obtain or authorize the Consultant to obtain or provide additional reports and data as required; furnish to the Consultant services of others required for the performance of the Consultant's services hereunder, and the Consultant shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Consultant's services under this Agreement.
29. Access. The City shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services hereunder.
30. Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates

31. Third Parties. The services to be performed by the Consultant are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on the Consultant's performance of its services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Consultant's services hereunder.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF CAMAS:**

CAROLLO ENGINEERS, INC.:  
*Authorized Representative*

By \_\_\_\_\_

By \_\_\_\_\_

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

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

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**EXHIBIT “A”  
SCOPE OF SERVICES**

# **Professional Services Request**

## **City of Camas**

### **SCOPE OF SERVICES**

#### **Project Background**

The City of Camas (City) currently owns and operates a multi-source municipal water system that includes supply from ten groundwater wells and two surface water sources, treatment, 8.45 million gallons (MG) of storage, and 143 miles of pipelines which serve residential and commercial customers. The City has recently completed a Water System Master Plan and supporting hydraulic model that will be referenced and used in the planning evaluation.

The City currently owns and operates a wastewater collection system that collects and conveys wastewater for treatment by the City's wastewater treatment facility (WWTF). The City's collection system utilizes conventional gravity sewer with lift stations (LS) as well as Septic Tank Effluent (STE) Pumping Stations (STEP), Septic Tank Effluent Filter Systems (STEF), and Septic Tank Effluent Gravity Systems (STEG) to convey wastewater to the WWTF. A hydraulic model of the collection system and the WWTF hydraulics were created as part of the new General Sewer Plan and Facility Plan. Additionally, Carollo developed a process model of the WWTP that will be updated and utilized to evaluate the impacts of additional flow on various elements of the treatment process.

As requested, Carollo will focus our efforts on:

1. Identifying potential water resources and the required improvements to the City water system to provide sufficient supply for each phase. The evaluation will also consider the need for off-site municipal storage associated with the project demands, which will be required by State regulations and City standards.
2. Evaluating sewer collection system alternatives for both industrial and sanitary wastewater flows from the site to the City's WWTF.
3. Evaluating the ability of the existing WWTF to handle the flows and loads discharged by the proposed manufacturing processes (based on Carollo's experience). This task will require close coordination with the City to define the wastewater quality and what segregation and pretreatment may be occurring on site prior to discharging to the sewer.
4. Identifying potential permitting requirements associated with the new facilities. This effort may require coordination with the City to determine requirements and opportunities to reduce impact.

#### **Project Assumptions**

- Carollo Engineers, Inc. will be referred to as "Carollo" in this document.
- The City of Camas and its staff will be referred to as "City" in this document.
- All meetings will be held on Microsoft Teams, unless otherwise specified.
- Draft Technical Memorandum (TM) will be provided in electronic copy (PDF and/or Microsoft Word) transmitted via email or secure file transfer.
- City comments on TM will be documented in the Comment Response Log by Carollo. Carollo will prepare responses to address the comments in the Comment Response Log for the City's review and acceptance.
- Carollo will prepare an agenda, presentation materials, and document discussions, including action items and decisions, in meeting minutes for Carollo-led meetings.

- Meeting notes and related materials will be transmitted electronically in MS Word and/or PDF formats via email.
- The City will print and produce all documents as necessary for its use. Carollo will not provide any deliverables in a paper format.

## Scope of Services

The goal for this project is to develop a high-level capital plan to identify infrastructure that could serve new development(s) in the City and impact both water and wastewater systems. The specific tasks required as part of the evaluation include:

- **Task 100 – Project Management**

- Monthly Progress Reports and Invoices. This subtask consists of production and implementation of the project plan, schedule, and budget. Assist the project team members in the implementation of the task items, reviewing the work-in-progress reports. Prepare and submit monthly activity reports showing current project status and identifying key issues or elements of the project that will need to be addressed in the proceeding weeks. An electronic version of the monthly progress reports will be sent to the City for review and approval. This task assumes that no hard copy of the monthly progress reports will be distributed.
- Meeting No. 1 - Kick-off Meeting. Facilitate a kick-off meeting to review project management and initial data requests. This will be combined with Task 200.
- Client Coordination.
  - Manage the consultant project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, time and budget needed to complete the project.
  - Create and maintain a working project schedule.
  - Review project status, including scope, budget, and schedule.

- **Task 200 - Collect and Analyze Project Data**

- As part of this analysis, Carollo will work with the City to identify reasonable sites or areas that new development may locate. This information will be utilized to promote development of accurate and defensible criteria for use in the evaluation.
- Carollo will work with the City to confirm the following evaluation scenarios: 2 MGD and 4 MGD additional Average Day Demand (ADD) and Dry Weather Flow (DWF).
- Similarly, Carollo will work with the City to make assumptions associated with the potential wastewater quality. Development(s) with this size of demand will represent a large percentage of the flow and load to the City's WWTF and could have a potentially significant impact on operations.

We understand the difficulty in determining the ultimate water quality for processes that are still unknown, it will be important to understand the wastewater quantity and load expectations, including both the upper and lower limits of the wastewater quality. We will use our expertise to make necessary assumptions and attempt to evaluate whatever processes are necessary given the

assumptions provided by the City for use in making an accurate assessment of the treatability of the blended wastewater feeding the City's WWTF.

- Infrastructure: Carollo will work with the City to obtain as-built drawings of existing water and wastewater infrastructure associated with the study area. Carollo will work with the City to confirm the extent of new construction allowed within existing easements along the recommended infrastructure route.
- **Task 300 – Analyze Available Water Quantity and Delivery to Development Site**
  - Carollo will update any existing information available by the City or existing Carollo records. Using the data collected in Task 200, Carollo will evaluate water rights, source capacity, storage and distribution system and determine likely pumping and storage facility locations and pipeline routes to supply the areas identified in Task 200. Carollo will utilize the City's hydraulic model to confirm distribution system capacity and infrastructure for up to two Average Day Demand (ADD) scenarios. Modeling will also review Maximum Day Demand (MDD) and impacts to fire flow availability.
  - Alternative routes will be evaluated with consideration for possible cost and construction risks, such as utility conflicts, based on available as-built information, and easements. No additional survey or field investigations will be conducted as part of this Task.
  - As part of this task, Carollo will coordinate with the City to determine the location and quantity of future water supplies to serve the new development. No specific analysis of water supply will be conducted.
  - As part of this task, Carollo will also evaluate potential options to reclaim and recycle waste flows to offset incoming City water demands, if necessary or financially beneficial.
- **Task 400 – Analyze Wastewater Conveyance from Development Site to City WWTF**
  - This task involves identifying alternatives to transfer wastewater flows from the areas identified in Task 200 to the City's WWTF.  
Using the data collected in Task 200, Carollo will determine likely wastewater pipeline routes to accommodate new development of this magnitude. Carollo will develop an excel-based capacity analysis tool to determine the impact of the development to pump stations impacted by the site. The City's hydraulic model will not be used for this task. Alternative routes will be evaluated with consideration for possible cost and construction risks, such as utility conflicts, based on available as-built information, and easements. No additional survey or field investigations will be conducted as part of this Task.
  - As part of this task, Carollo will also evaluate potential options to reclaim and recycle waste flows to reduce the wastewater treatment and collection needs.
- **Task 500 – Evaluate City WWTF Capacity**
  - Carollo will define the characteristics of the industrial load: Using water quality information established in Task 200, and literature information on biodegradability of different industrial sources, estimate the chemical oxygen

demand (COD) fractionation of up to two (2) different industrial loads for use in the BioWin modeling.

- Carollo will determine impact to process capacity: Add the two industrial load scenarios developed in the above subtask to the 2035 maximum month BioWin models developed in the last planning effort to determine the impact of this load on the capacity of the plant.
- Carollo will use the hydraulic calculations for the City's wastewater treatment plant (WWTF) developed as part of the WWT Engineering Report to evaluate the hydraulic capacity of the WWTF under up to four scenarios. The purpose of the evaluation is evaluate the impact of additional flows on the WWTF. It is expected that the evaluation will be based on a comparison of WWTF capacity with and without the added flows under dry and wet weather conditions. Recommendations to expand capacity to address the insufficient processes will be identified. A meeting will be held to discuss findings for Tasks 300, 400, and 500.

- **Task 600 – Review Permitting Considerations and Requirements**

- As part of this task, Carollo will review the potential permitting requirements associated with the water and wastewater infrastructure improvements identified in the previous tasks. While the primary goal will be to identify potential impacts on the schedule to execute installation of new pipelines, pump stations and treatment plant upgrades (if required), this task will also evaluate potential modifications to the existing City WWTF treatment and discharge permits that may be driven by the projected flows.

- **Task 700 – Develop Implementation Schedule and Opinion of Probable Cost**

- Based on the results of the previous tasks, Carollo will develop a high level construction schedule with risks for implementation of the recommended infrastructure improvements. Construction sequencing opportunities will be evaluated to support optimum project schedule and cost.
- Carollo will develop a Level 5 cost estimate for the recommendations and improvements identified in the previous tasks. If there are options to be selected as part of any of the tasks, the cost for the options will be developed to support accurate and defensible decisions.
- A meeting will be held to present and discuss results and findings from Tasks 600, 700, and 800.

- **Task 800 – Draft and Final Technical Memorandum**

- Draft and Final TM summarizing evaluation criteria, recommended improvements, regulatory and permitting pathways, costs, and timelines for recommended actions.
- A high-level executive summary will be included for easy reference.

## Assumptions

- The evaluation will be done for the following two scenarios for water:
  - o Scenario 1 - ADD = 2 MGD
  - o Scenarios 2 - ADD = 4 MGD
- The evaluation will be done for the following two scenarios for wastewater:
  - o Scenario 1 - DWF = 2 MGD
  - o Scenario 2 – DWF = 4MGD
- The planning demand and wastewater factors from both water and wastewater plans will be used.
- There is not expected to be any significant travel on this project and all reviews will be virtual reviews.

## Deliverables List

1. Draft and Final Tech Memo summarizing evaluation criteria, recommended improvements, regulatory and permitting pathways, costs, and timelines for recommended actions.
2. A high-level executive summary will be included for easy reference.

**EXHIBIT “B”  
COSTS FOR SCOPE OF SERVICES  
AND BILLING RATES**



**BUDGET - DRAFT**  
Additional Support  
City of Camas

TASK / DESCRIPTION	Carollo Labor										Total Hours	Carollo Labor Cost	OTHER DIRECT COSTS			TOTAL COST		
	Q/M	PM/Senior	Project Professional	Staff Professional	GIS Technician	DP	PECE		Travel and Printing	Total ODC								
							\$	\$										
	\$	249	\$	215	\$	194	\$	149	\$	151	\$	105						
<b>Tasks</b>																		
100 Project Management		12		32		16		0		0		12			\$ 1,008	\$ 1,008	\$ 1,008	\$ 15,207
200 Collect and Analyze Project Data		2		2		4		8		0		0			\$ 224	\$ 224	\$ 224	\$ 3,113
300 Analyze Available Water Quality and Delivery to Site		12		8		27		160		16		0			\$ 3,117	\$ 3,117	\$ 3,117	\$ 39,150
400 Analyze Wastewater Conveyance from Site to City WWTF		8		6		30		94		12		0			\$ 2,100	\$ 2,100	\$ 2,100	\$ 26,951
500 Evaluate City WWTF Capacity		12		20		48		184		6		0			\$ 3,780	\$ 3,780	\$ 3,780	\$ 48,574
600 Review Permitting Considerations and Requirements		2		12		52		24		0		0			\$ 1,260	\$ 1,260	\$ 1,260	\$ 17,962
700 Develop Implementation Schedule and Opinion of Probable Cost		4		12		24		80		4		0			\$ 1,736	\$ 1,736	\$ 1,736	\$ 22,434
800 Draft and Final Summary TM		4		2		12		24		8		12			\$ 868	\$ 868	\$ 868	\$ 10,638
<b>Total</b>		<b>56</b>		<b>94</b>		<b>213</b>		<b>574</b>		<b>46</b>		<b>24</b>		<b>-</b>	<b>\$ 14,093</b>	<b>\$ 14,093</b>	<b>\$ 14,093</b>	<b>\$ 184,029</b>



**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.*)