



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

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

**Project No. W1011**

**LOWER PRUNE HILL BOOSTER STATION IMPROVEMENTS**

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and MurrySmith & Associates (MSA), 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 **Lower Prune Hill Booster Station Improvements**.
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 12/31/2020, 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 under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as **Exhibit "C"**.
  - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for

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

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. 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. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or in connection with Consultant's negligence in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability 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 agent, representatives, employees or subconsultants.

Consultant shall obtain insurance of types and amounts described below:
  - b. No Limitation. Consultant's maintenance of insurance as required by this 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 amounts 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 covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
    2. Commercial General Liability insurance in the amount of no less than \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operation aggregate limit shall be written on ISO occurrence

form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent consultants, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

3. Professional Liability insurance appropriate to the consultant's profession in the amount of no less than \$1,000,000.00 per claim and \$1,000,000.00 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 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 Consultant 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 contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
  - i. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
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 "D"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "D"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. 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.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. 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 BOARD.
  - d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

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

15. Intellectual Property.

- a. 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:  
Jim Hodges  
City of Camas  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607  
PH: 360-817-7234  
FX: 360-834-1535  
EMAIL: jhodges@cityofcamas.us  
  
Notices to Consultant shall be sent to the following address:  
Brent Gruber  
MurraySmith Associates, Inc.  
400 E. Mill Plain BLVD., Suite 400  
Vancouver, WA 98660  
PH: 360-448-4232  
FX: XXX  
EMAIL: Brent.Gruber@ murraysmith.us
21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States

Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment be entered thereon.

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

- 23. 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 \_\_\_\_\_, 2019.

CITY OF CAMAS:

CONSULTANT:  
*Authorized Representative*

By \_\_\_\_\_

By \_\_\_\_\_

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

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

Title \_\_\_\_\_

Title \_\_\_\_\_

# City of Camas

## Lower Prune Hill Booster Pump Station Improvements

### Phase 1 Design: Data Collection and Siting Evaluation

#### EXHIBIT A - SCOPE OF SERVICES

## Background

Murraysmith, Inc. (Murraysmith) has developed the following scope of services and accompanying engineering fee estimate for Phase 1 Design: Data Collection and Siting Evaluation of the City of Camas (City) Lower Prune Hill Booster Pump Station Improvements project. The scope and fee have been developed based on the previously completed alternatives evaluation by HDR, discussions with City staff, and our understanding of the project.

## Proposed Improvements

This project involves the replacement of the existing Lower Prune Hill Pump Station with a new pump station that pumps from two existing reservoirs in the 455 pressure zone to the Upper Prune Hill reservoirs in the 852 pressure zone. The existing pump station is located on City-owned property near the intersection of NW 18th Loop and NW Ostensen Canyon Road. The pumping capacity and configuration will be confirmed during preliminary design but is currently estimated to include three identical pumps, each capable of delivering 1,375 gpm.

## Project Approach

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

- Phase 1 Design: Data Collection and Siting Evaluation – Includes the scope of services contained herein.
- Phase 2 Design: Design, Permitting, and Bidding Assistance – Separate scope of services to be developed in the future.
- Phase 3 Construction: Construction Support Services – Separate scope of services to be developed in the future.

## Overview

The services defined herein consist of the following major tasks.

- Task 1 – Project Management and Coordination



- Task 2 – Communications and Meetings
- Task 3 – Data Collection, Field Investigations, and Utility Coordination
- Task 4 – Siting Evaluation
- Task 5 – Property and Easement Support
- Task 6 – Subconsultant Services

## Phase 1 Design: Data Collection and Siting Evaluation Scope of Services

### Task 1 Project Management and Coordination

This task provides for project management and coordination through completion of design and bidding.

#### *1.1 Monthly Progress Reports and Invoices*

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

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

#### *1.2 Project Coordination*

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

#### *1.3 Project Schedule*

Develop the project schedule for the project.

#### *1.4 Quality Assurance/Quality Control (QA/QC)*

Perform in-house quality assurance reviews of all deliverables.

#### *Provided by the City*

- Timely review and processing of consultant invoices
- Project Team contact information

### *Assumptions*

- The duration for Phase 1 of the project is estimated to be 4 months.
- Anticipated notice to proceed will be on or about April 21, 2020.
- Project schedule will be developed and maintained using MS Project.

### *Consultant Deliverables*

- Up to four (4) months of progress reports and invoices
- Project schedule in MS Project and PDF format

## Task 2 Communications and Meetings

This task includes participation in meetings and workshops with City staff. General communications with the City (e.g. email) are ancillary to other tasks and are not included in this task.

### *2.1 Meetings and Workshops*

Prepare for and attend the following meetings and workshops with the City.

- Kick-off Meeting
- Preliminary Site Evaluation Workshop: Prepare for and attend a workshop with City staff to present the preliminary site layout alternatives and load the spreadsheet model with input from the group for criteria weighting and scoring. The collaborative approach of discussing the alternatives and using the TBL evaluation spreadsheet will result in a selected alternative that will be carried forward in the design of the project.
- Siting Evaluation Technical Memo Review Meeting

### *Provided by the City*

- Meeting coordination, setup, and hosting for meetings at City Hall
- Review of meeting agendas and meeting minutes

### *Assumptions*

- All meetings will be attended by up to two (2) Murraysmith staff.
- Meetings will be held at City Hall.

### *Consultant Deliverables*

- Agendas (draft and final)
- Summary of meetings and workshops (draft and final)

## Task 3 Data Collection, Field Investigations, and Utility Coordination

### *3.1 Data Collection and Review*

Prepare a list of data needed for the project, submit to the City, and coordinate with the City during the data collection process. This includes preparing additional lists of data needed for the project, as necessary. Review data and information provided by the City and extract relevant information for the project.

### *3.2 Survey Coordination, Review, and Base Map Preparation*

Coordinate surveying tasks with surveying subconsultant, review draft survey information, and coordinate with surveyor on work required to complete survey to City standards and requirements of the project. Develop a base map suitable for design.

Topographic and Boundary Survey of the project site will be completed by Murraysmith subconsultant, PBS Engineering and Environmental, Inc. (PBS), as described in more detail under Task 6.

### *3.3 Geotechnical Coordination and Review*

Coordinate with the geotechnical engineer on location and size of proposed pump station improvements. Coordinate subsurface investigative tasks with geotechnical engineer and review draft and final geotechnical reports.

Geotechnical services will be completed by Murraysmith subconsultant, Geotechnical Resources, Inc. (GRI), as described in more detail under Task 6.

### *3.4 Archaeological Coordination and Review*

Coordinate archaeological investigations with subconsultant regarding location of siting alternatives, coordinate completion of the field work, and review draft and final reports.

Completion of archaeological field work and report for archaeological predetermination will be completed by Murraysmith subconsultant, Archaeological Investigations Northwest, Inc. (AINW), as described in more detail under Task 6.

### *3.5 Critical Areas Field Investigation and Permitting Assessment*

Coordinate completion of an assessment of existing site environmental conditions, evaluation of permitting requirements related to the siting alternatives, and assessment of critical areas within the vicinity of proposed alternative sites.

Environmental and permitting services will be provided by Murraysmith subconsultant, WSP Global, Inc. (WSP), as described in more detail under Task 6.

### *3.6 Utility Coordination*

Coordinate with utility companies, request utility as-built plans, review information received, and incorporate pertinent information into the survey base map.

Electrical engineering support and electrical service coordination will be provided by Murraysmith subconsultant, Industrial Systems (IS), as described in more detail under Task 6

### *3.7 Site Reconnaissance*

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

#### *Provided by the City*

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

#### *Assumptions*

- City will provide available data within two (2) weeks of request.
- The site survey will include a title report search to obtain boundary and easement information for the subject property.
- No permits will be required for completion of the field investigations.
- No archaeological resources will be identified during field work.
- Completion of geotechnical, critical areas, and archaeological field work will occur immediately following selection of the preferred siting alternative.
- Completion of tree assessments and preparation of an arborist report is not included in this scope. Depending upon the results of the siting evaluation to be completed under Task 4, an arborist report may be necessary for permitting and will be added via an amendment to the contract.

#### *Consultant Deliverables*

- Data request list(s)
- Final geotechnical report will be submitted electronically to the City in PDF format.
- Survey base map and data files in AutoCAD format
- Critical areas report in PDF format

## Task 4 Siting Evaluation

This task will include coordination with City staff on key design elements, completion of a siting evaluation to determine the preferred location for the new facility, and preparation of a technical memo documenting the siting evaluation. The results of the alternatives workshop will be incorporated into a technical memo and will determine the extent to which the acquisition of easements/and or property is required in Phase 2.

### 4.1 Design Criteria

Develop design criteria for the proposed improvements based on City standards, regulatory agency requirements, completed services by subconsultants, and coordination with the City on equipment preferences. Coordination with S&B regarding preliminary operational and controls considerations.

### 4.2 Pump Sizing and Selection

Coordinate with the City on capacity requirements and planned operation of the pump station, considering pump runtimes, storage replenishment rates, supply redundancy, and future improvements to the Forest Home Booster Pump Station. Conduct hydraulic modeling to develop system head curves for the preferred site location based on detailed information on the interior layout and size of piping, control valves, and meters within the pump station; also consider existing and proposed off-site water main size, material, and age. Select basis of design pumps based upon required flow and head conditions, available pump manufacturer data, and efficiencies.

### 4.3 Pump Station Siting Evaluation

Perform an initial desktop screening of up to four (4) siting alternatives. After completing the desktop screening, develop up to two (2) conceptual site plan alternatives of the two preferred siting alternatives based on City review and comment. Prepare AACE Class 4 cost estimates for the two (2) preferred siting alternatives. Perform a simplified Triple Bottom Line (TBL) evaluation with the City to select the preferred siting alternative prior to proceeding further with preliminary design. Include at a conceptual level pump station building layout and orientation, emergency generator accommodations, access road, parking, valve and meter vaults, and preliminary piping layout for pump station inlet piping, discharge piping, and other major site features. Alternatives to be evaluated in the initial desktop screening are anticipated to include:

- Locating the pump station in the location shown on the 10% plans prepared by HDR, utilizing the existing access from NW 18th Loop.
- Locating the pump station to the north end of the City owned upper lot along the south side of NW 18th Avenue, with deep vertical turbine pump cans and access from NW 18th Avenue.

- Locating the pump station on a portion of open land currently owned by the neighboring property owner to the west of the existing site.
- Locating the pump station on a vacant parcel on the east side of NW 18th Loop, with access from NW Drake Street.

Develop criteria that will be used to evaluate the alternatives. Coordinate with the City in developing criteria and provide a completed set of criteria to the City for review and comment prior to the workshop.

Using a simplified TBL evaluation spreadsheet, participate in a workshop to select the preferred alternative. Following workshop with the City, finalize the TBL evaluation spreadsheet for inclusion in the technical memorandum prepared under Task 4.4.

#### *4.4 Siting Evaluation Technical Memorandum*

Prepare a technical memorandum documenting the siting evaluation and preferred site selection. Revise the draft technical memorandum to address modifications from the City's review.

##### *Provided by the City*

- Input on equipment preferences, pump station capacity requirements, and proposed operation
- Input on the desktop screening and preliminary site layout TBL evaluation criteria
- Review of the draft technical memorandum with one compiled written set of comments prior to the review meeting
- Hydraulic model of water system

##### *Assumptions*

- The siting alternatives evaluation will incorporate the pump station layout in the 10% plans prepared by HDR. The pump station layout will be re-evaluated during Phase 2, following selection of the preferred site.
- The City will contract directly with S&B for Instrumentation and Control design.
- Up to two (2) preliminary site layout alternatives will be prepared for City review and input.
- Murraysmith subconsultants will provide electrical, geotechnical, environmental, permitting, and archaeological input under Task 6.

- The hydraulic model provided by the City does not require calibration and its accuracy is sufficient to perform the analysis outlined in this scope. Hydraulic modeling will require no more than 16 hours.
- The City review period will be up to two weeks.

### *Consultant Deliverables*

- Draft and Final Technical Memorandum in Word and PDF format

## Task 5 Property and Easement Support

This task includes services to assist the City with real property and easement coordination activities associated with the project. The City will take the lead for this task.

### *5.1 Property and Easement Support*

Assist the City with property owner coordination related to possible site alternatives located on private property and permanent easement for the existing reservoir site NW 18<sup>th</sup> Loop access and waterline corridor and lot line consolidation in conjunction with PBS work under Task 6.

### *Provided by the City*

- Lead all easement and property acquisition tasks and discussions with property owners.
- Record final easement and lot line consolidation, pay all fees.
- Compiled review comments on easement materials
- Property appraisal coordination if needed

### *Assumptions*

- Meeting attendance by one Murraysmith staff is anticipated at up to two meetings with property owners.
- Figures showing proposed improvements are assumed to be developed under other tasks and will require only modifications for easement materials.

### *Consultant Deliverables*

- Up to two figures showing proposed improvements to facilitate discussions with property owners.
- Legal description and easement exhibit to support easement and / or lot line consolidation will be prepared by PBS under Task 6.

## Task 6 Subconsultant Services

This task provides for the specialty services provided by Murraysmith subconsultants for the project, as described below.

### *6.1 Archaeological and Cultural Resources*

An archaeological assessment will be provided by AINW of the potential sites including background research and literature review to aid in the siting evaluation. AINW will perform field work and prepare a report for archaeological predetermination for the preferred pump station site.

### *6.2 Surveying and Property*

Utility locating, field surveying, and base mapping services for the pump station and associated improvements will be provided by PBS. They will provide a boundary survey of the existing site to facilitate lot consolidation as well as a legal description and easement exhibit to support securing a recorded easement for the existing reservoir site access and waterline corridor.

### *6.3 Geotechnical Engineering*

Geotechnical engineering services will be provided by GRI, consisting of a geotechnical assessment of the siting alternatives based upon background research and literature review. For the preferred site, GRI will perform a subsurface boring and analyses to develop recommendations for the pump station and site improvements. The results of the subsurface investigations will be summarized in a report including seismic design parameters, foundation recommendations, excavation and shoring recommendations, and groundwater considerations.

### *6.4 Permitting and Environmental*

Preliminary permitting and environmental review will be provided by WSP, consisting of completion of a high-level overview of land use planning, permitting, and environmental considerations related to the siting alternatives, an assessment of existing site environmental conditions, and completion of critical areas field work and reporting for the preferred site.

### *6.5 Electrical Engineering*

Electrical engineering services will be provided by IS, including coordinating CPU service availability and requirements for providing power based upon estimated pump horsepower. Additionally, IS will provide input into preliminary pump station layout as it relates to electrical equipment sizes and requirements.



## Fee Estimate

It is proposed that the above-described work be accomplished on a time and expense basis not to exceed \$156,986, as summarized in the attached Fee Estimate.

CITY OF CAMAS  
 LOWER PRUNE HILL BOOSTER PUMP STATION IMPROVEMENTS  
 PHASE 1 DESIGN: DATA COLLECTION AND SITING EVALUATION  
 EXHIBIT B - PROPOSED FEE ESTIMATE

	Principal Engineer II	Professional Engineer VII	Professional Engineer VI	Engineering Designer II	Technician IV	Admin. III	Hours	Labor	Subconsultants					Subconsultant Multiplier	Subconsultant Total with Markup	Expenses	Total
									Archaeological Investigations Northwest, Inc.	PBS Engineering and Environmental, Inc.	Geotechnical Resources, Inc.	WSP Global, Inc.	Industrial Systems, Inc.				
									\$230 Gruber	\$191 Rostad	\$182 Miles	\$143 Dye	\$155 Marx				
<b>Task 1 - Project Management and Coordination</b>																	
Task 1.1 - Monthly Progress Reports and Invoices	2	6				4	12	\$ 2,046						1.1	\$ -	\$ -	\$ 2,046
Task 1.2 - Project Coordination	12	6				2	20	\$ 4,126						1.1	\$ -	\$ -	\$ 4,126
Task 1.3 - Project Schedule	1	2					3	\$ 612						1.1	\$ -	\$ -	\$ 612
Task 1.4 - Quality Assurance/Quality Control (QA/QC)	16						16	\$ 3,680						1.1	\$ -	\$ -	\$ 3,680
<b>Task 1 Subtotal</b>	<b>31</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>51</b>	<b>\$ 10,464</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,464</b>
<b>Task 2 - Communications and Meetings</b>																	
Task 2.1 - Meetings and Workshops							0	\$ -						1.1	\$ -	\$ -	\$ -
Kick-off Meeting	4	7					11	\$ 2,257						1.1	\$ -	\$ 190	\$ 2,447
Preliminary Site Evaluation Workshop	4	7					11	\$ 2,257						1.1	\$ -	\$ 190	\$ 2,447
Siting Evaluation Technical Memorandum Review Meeting	4	7					11	\$ 2,257						1.1	\$ -	\$ 190	\$ 2,447
<b>Task 2 Subtotal</b>	<b>12</b>	<b>21</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>33</b>	<b>\$ 6,771</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 569</b>	<b>\$ 7,340</b>
<b>Task 3 - Data Collection, Field Investigations, and Utility Coordination</b>																	
Task 3.1 - Data Collection and Review		6		8			14	\$ 2,290						1.1	\$ -	\$ -	\$ 2,290
Task 3.2 - Survey Coordination, Review and Base Map Preparation			4	2	12		18	\$ 2,874						1.1	\$ -	\$ -	\$ 2,874
Task 3.3 - Geotechnical Coordination and Review	2	6		6			14	\$ 2,464						1.1	\$ -	\$ -	\$ 2,464
Task 3.4 - Archaeological Coordination and Review	2			4			6	\$ 1,032						1.1	\$ -	\$ -	\$ 1,032
Task 3.5 - Critical Areas Field Investigation and Permitting Assessment	2			4			6	\$ 1,032						1.1	\$ -	\$ -	\$ 1,032
Task 3.6 - Utility Coordination	2	4		8			14	\$ 2,368						1.1	\$ -	\$ -	\$ 2,368
Task 3.7 - Site Reconnaissance	4	7	4				15	\$ 2,985						1.1	\$ -	\$ 190	\$ 3,175
<b>Task 3 Subtotal</b>	<b>12</b>	<b>23</b>	<b>8</b>	<b>32</b>	<b>12</b>	<b>0</b>	<b>87</b>	<b>\$ 15,045</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 190</b>	<b>\$ 15,235</b>
<b>Task 4 - Siting Evaluation</b>																	
Task 4.1 - Design Criteria	2	6	6	10			24	\$ 4,128						1.1	\$ -	\$ -	\$ 4,128
Task 4.2 - Pump Sizing and Selection	2	12		16			30	\$ 5,040						1.1	\$ -	\$ 160	\$ 5,200
Task 4.3 - Pump Station Siting Evaluation	12	35	26	33	25		131	\$ 22,771						1.1	\$ -	\$ 450	\$ 23,221
Task 4.4 - Siting Evaluation Technical Memorandum	4	8	12	16			40	\$ 6,920						1.1	\$ -	\$ -	\$ 6,920
<b>Task 4 Subtotal</b>	<b>20</b>	<b>61</b>	<b>44</b>	<b>75</b>	<b>25</b>	<b>0</b>	<b>225</b>	<b>\$ 38,859</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ 610</b>	<b>\$ 39,469</b>
<b>Task 5 - Property and Easements Support</b>																	
Task 5.1 - Property and Easements Support	8	7					15	\$ 3,177						1.1	\$ -	\$ -	\$ 3,177
<b>Task 5 Subtotal</b>	<b>8</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15</b>	<b>\$ 3,177</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,177</b>
<b>Task 6 - Subconsultant Services</b>																	
Task 6.1 - Archaeological and Cultural Resources							0	\$ -	\$ 5,549					1.1	\$ 6,104	\$ -	\$ 6,104
Task 6.2 - Surveying and Property							0	\$ -		\$ 9,225				1.1	\$ 10,148	\$ -	\$ 10,148
Task 6.3 - Geotechnical Engineering							0	\$ -			\$ 41,000			1.1	\$ 45,100	\$ -	\$ 45,100
Task 6.4 - Permitting and Environmental							0	\$ -				\$ 14,936		1.1	\$ 16,430	\$ -	\$ 16,430
Task 6.5 - Electrical Engineering							0	\$ -					\$ 3,200	1.1	\$ 3,520	\$ -	\$ 3,520
<b>Task 6 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ 5,549</b>	<b>\$ 9,225</b>	<b>\$ 41,000</b>	<b>\$ 14,936</b>	<b>\$ 3,200</b>		<b>\$ 81,301</b>	<b>\$ -</b>	<b>\$ 81,301</b>
<b>TOTAL - ALL TASKS</b>	<b>83</b>	<b>126</b>	<b>52</b>	<b>107</b>	<b>37</b>	<b>6</b>	<b>411</b>	<b>\$ 74,316</b>	<b>\$ 5,549</b>	<b>\$ 9,225</b>	<b>\$ 41,000</b>	<b>\$ 14,936</b>	<b>\$ 3,200</b>		<b>\$ 81,301</b>	<b>\$ 1,369</b>	<b>\$ 156,986</b>



## 2020 SCHEDULE OF CHARGES

### Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from November 1, 2019 through December 31, 2020. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>2020 Rates</u>	<u>Billing Classifications</u>	<u>2020 Rates</u>
Principal Engineer VI	\$270	Construction Manager VIII	\$227
Principal Engineer V	\$260	Construction Manager VII	\$219
Principal Engineer IV	\$250	Construction Manager VI	\$203
Principal Engineer III	\$239	Construction Manager V	\$188
Principal Engineer II	\$230	Construction Manager IV	\$178
Principal Engineer I	\$222	Construction Manager III	\$162
Professional Engineer IX	\$212	Construction Manager II	\$150
Engineering Designer IX	\$204	Construction Manager I	\$133
Professional Engineer VIII	\$202	Inspector VII	\$188
Engineering Designer VIII	\$193	Inspector VI	\$172
Professional Engineer VII	\$191	Inspector V	\$156
Engineering Designer VII	\$184	Inspector IV	\$145
Professional Engineer VI	\$182	Inspector III	\$129
Engineering Designer VI	\$175	Inspector II	\$117
Professional Engineer V	\$171	Inspector I	\$100
Engineering Designer V	\$164	Technician IV	\$155
Professional Engineer IV	\$161	Technician III	\$139
Engineering Designer IV	\$161	Technician II	\$120
Professional Engineer III	\$157	Technician I	\$101
Engineering Designer III	\$157	Administrative III	\$110
Engineering Designer II	\$143	Administrative II	\$101
Engineering Designer I	\$132	Administrative I	\$89

### Project Expenses:

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

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

### Outside Services:

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

**EXHIBIT “D”**  
**TITLE VI ASSURANCES**

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

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

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

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