



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
CONTRACT No. 260133

616 NE 4th Avenue
Camas, WA 98607

PROJECT NO. STM23001

LCMP Implementation Support

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and Annear Water Resources, LLC (AWR), 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 LCMP Implementation Support.
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 December 31, 2026, 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 services rendered in an amount not to exceed \$205,100 under this Agreement, unless amended to authorize additional compensation from the contingency in the amount of \$10,155, 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 "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 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.

All work product which may be produced or modified by the Consultant while performing the Services shall belong to the City, upon full payment of all monies owed to the Consultant 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 Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to the City.

6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state and local laws, ordinances, and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.

7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

8. Consultant's Liability Insurance.

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

b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants 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 bona fide 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 bona fide 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 Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant 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 Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this

Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.

14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.

- a. The Consultant, 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 Consultant is unable to certify to any of the statements in this contract, the Consultant shall attach an explanation to this contract.
- c. The Consultant 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 Consultant 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 Consultant 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 Consultant is unable to certify to any of the statements in this contract, such Consultant 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. Consultant represents and warrants that the Consultant 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. Consultant 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 Consultant 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 Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant 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 Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant'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:
 Brian Monnin
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7988 x4221
 EMAIL: bmonnin@cityofcamas.us
- Notices to Consultant shall be sent to the following address:
 Robert L. Annear Jr.
 Annear Water Resources, LLC (AWR)
 2805 NE 15th Ave.
 Portland OR 97212
 PH: 503-936-0115
 EMAIL: rob@annearwaterresources.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 hereof and such other provisions shall remain in full force and effect.

22. Arbitration Clause. If requested in writing by either the City or the Consultant, the City and the Consultant 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 counterparts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____

CITY OF CAMAS:

Annear Water Resources, LLC (AWR):
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

**EXHIBIT “A”
SCOPE OF SERVICES**

Scope of Work

The scope of work is organized into task areas that align with the services identified in the RFQ and support adaptive implementation of the LCMP. These task areas include Project Management, Monitoring and Field Work, Data Management and Reporting, Lacamas Lake Treatment, Outreach and Communication, Grant Funding, and FY 2027 Freshwater Algae Control Grant.

Task 1. Project Management

Objective

The objective of this task is to provide overall coordination, communication, and administrative support to ensure the project is executed efficiently, remains on schedule and within budget, and maintains clear and consistent communication with the City.

Activities

Project administration will include coordination, scheduling, invoicing, and overall QA/QC to support efficient project implementation.

Monthly project meetings will be conducted with the City to review progress and address key issues.

Quarterly progress reports will be prepared to summarize project activities and progress.

Assumptions

Monthly project meetings will be virtual.

The first monthly meeting will be used as the project kick-off meeting.

Quarterly progress reports will be in the form of a concise memo summarizing progress by task.

Monthly invoices for work completed in the prior month will be prepared and submitted by AWR including compilation of all subconsultant, laboratory, and shipping costs.

Deliverables

Meeting agendas, presentations (if needed), and notes.

Quarterly progress report memo.

Task 2. Monitoring and Field Work

Objective

The objective of this task is to collect high quality, representative data to support implementation of the LCMP, inform treatment decisions, and improve understanding of watershed and in lake processes driving water quality conditions.

Monitoring will be conducted in accordance with the 2025 Monitoring Plan or any subsequent updates approved by the City.

Activities

Monitoring plan update will incorporate recommendations from the Lacamas, Round, and Fallen Leaf Lakes Monitoring Program 2024–2025 Monitoring Results report. This may include discontinuing monitoring of the Cove, composite sampling for phytoplankton monitoring, and other recommendations, as approved by the City.

Baseline monitoring of lakes and creeks will be conducted to characterize existing water quality conditions, including:

- Lacamas Lake LL1 – monitoring is biweekly from May through October and monthly November through December.

- Round Lake RL1 – monthly monitoring.

- Fallen Leaf Lake FLL1 – monthly monitoring.

- Lacamas Creek LC-G - monitoring is biweekly from May through October and monthly November through December.

- Lacamas Creek LC-UD, Dwyer Creek DC1, and Unnamed Creek UC1 – quarterly monitoring.

Summer storm event monitoring will be conducted to evaluate nutrient inputs and Lacamas Lake dynamics during summer (July-September) storm driven runoff events. Storm event sampling will be triggered when rainfall exceeds 0.25 inches in 24 hours.

- Up to three summer storm events are anticipated.

- Monitoring at Lacamas Lake LL1.

Algal bloom surveillance monitoring will be conducted during baseline monitoring to track bloom development and support timely treatment decision. This includes collection of phytoplankton sample if surface films, scums, or discoloration are observed.

Thermistor chain and water level logger data will be downloaded and the instruments maintained, including calibration of water level logger to staff gauge, as needed, to support continuous temperature and hydrologic monitoring. This includes:

- Lacamas Lake LL1 thermistor chain

- Round Lake RL1 thermistor chain

- Lacamas Creek LC-G HOMO MX2001 water level logger

Targeted sonde profiling and sediment samples will be collected in Lacamas Lake to support focused investigations of lake stratification conditions and nutrient dynamics.

Prepare and submit a Health and Safety Plan that includes protocols for decontamination and prevention of aquatic invasive species spread during field activities.

Assumptions

Monitoring plan updates will be limited to recommendations in the 2024–2025 Monitoring Results report and will be incorporated into the existing 2025 Monitoring Plan.

Lake and creek monitoring will include coordination, scheduling, equipment, deployment, sample collection, field data documentation, chain of custody (COC) procedures, and sample handling and shipment.

Lake monitoring will be conducted using Aquatic Insight's boats.

The City will communicate the location and nature of any surface films, scums, or discoloration if they are observed in between regularly scheduled baseline monitoring. It is anticipated that up to 10 phytoplankton samples may be collected during the summer during baseline or other scheduled monitoring events.

Thermistor chain and water level logger data will be downloaded on a monthly basis during baseline monitoring events.

Targeted sonde profiling and sediment sampling will be completed over a one-day period and may include up to five (5) sonde profiles and three (3) sediment cores at selected locations within Lacamas Lake.

Laboratory coordination will be performed by the AWR team, including management of sample submittals and tracking of analytical results. Laboratory and shipping costs will be submitted on a monthly basis as part of AWR invoices. Unless otherwise agreed to by the City, IEH will be used for water quality and sediment analysis and Aquatic Analysts will be used for phytoplankton analysis.

Deliverables

Field sheets

COC forms

Laboratory electronic data deliverables (EDDs), if applicable

Task 3. Data Management, Analysis and Reporting

Objective

The objective of Data Management and Reporting is to ensure that monitoring data are accurately managed, quality controlled, analyzed, and reported to support LCMP implementation, regulatory compliance, and informed decision making.

Activities

An Excel database will be developed to maintain a structured database for storing, organizing, and analyzing monitoring data. This includes field, sonde profile, laboratory, phytoplankton, sediment, thermistor chain, and water level logger data.

Data entry and QA/QC review will be conducted to ensure data are complete, accurate, and consistent with applicable quality assurance requirements. Data will be updated at least on a monthly basis to ensure up to date information and forwarded to the City's Project Manager.

Data analysis, including preparation of graphs and tables, will be performed to evaluate water quality conditions, trends, and key drivers relevant to LCMP implementation. This includes field, sonde profile, laboratory, phytoplankton, thermistor chain, and water level logger data. Graphs and tables will be updated at least on a monthly basis to ensure up to date information is readily available.

Annual Report preparation will summarize monitoring results, data interpretation, and key findings for the reporting year. The annual report will cover a twelve-month period. Comparisons with historical data may also be included in the Annual Report.

Data submittal to Washington State Department of Ecology (Ecology) Environmental Information Management (EIM) will be completed, as needed, and in accordance with Ecology requirements.

Assumptions

The Excel database will include data gathered for the 2024–2025 Monitoring Results report and collected in 2026, including data collected by the City prior to May. The database can be expanded in the future to include other historical data available to the City.

A draft of the Excel database will be presented to the City for approval during a monthly project meeting.

The Annual Report will undergo one round of review by the City with one set of consolidated comments.

Data submittal to the Ecology EIM database is not currently required for baseline monitoring by the City; therefore, this effort is assumed to be minimal and will be completed only, as needed.

Deliverables

Excel database for storage, organization, and analysis of monitoring data.

Monthly email with updated data.

Draft and final Annual Report incorporating City comments.

EIM data submittal files (as needed).

Task 4. Lacamas Lake Treatment Planning and Coordination

Objective

The objective of the task is to support development, implementation, and documentation of lake treatment strategies and activities using a data driven and adaptive approach.

Activities

Lacamas Lake treatment planning meeting(s) will be conducted with the City to review monitoring results, discuss treatment options, and define the upcoming treatment approach.

Lacamas Lake Treatment Plan technical memo will be prepared to document recommended treatment approach, including treatment type, timing, and application parameters. This document will be used to guide the lake treatment applicator with the application parameters and required reporting.

Pre-treatment and post-treatment monitoring will be conducted to evaluate lake conditions and comply with APAM General Permit monitoring requirements, as applicable.

Lacamas Lake treatment coordination will be conducted to support scheduling, logistics, and implementation of treatment activities and will include required notifications to Ecology under the APAM General Permit.

APAM General Permit notifications and reporting will be completed in accordance with Ecology requirements.

Lacamas Lake treatment documentation will be prepared to summarize treatment implementation, monitoring results, and outcomes.

Assumptions

Up to four (4) one-hour virtual meetings are included for annual treatment planning and coordination based on up to two treatments anticipated to occur in 2026.

The Lacamas Lake Treatment Plan will be a concise technical memorandum documenting treatment timing, chemical dose, area of application, and associated monitoring requirements for each treatment.

APAM General Permit reporting will include required notifications to Ecology prior to treatment and submittal of chemical dose and monitoring results via email, as required by the permit.

Requirements for public notification of planned treatments will be done under Task 5, Communication and Outreach.

Pre-treatment and post-treatment monitoring requirements under the permit will be satisfied during regularly scheduled baseline monitoring, with the exception of monitoring required the day after treatment. Monitoring required during treatment application will be conducted by the applicator as part of routine application activities. Requirements will be documented in the Lacamas Lake Treatment Plan.

Laboratory cost estimates associated with the APAM General Permit monitoring assume full compliance with all monitoring requirements; however, approved modifications to monitoring allowed under the 2026 APAM General Permit may reduce these costs.

Annual Lacamas Lake treatment documentation will be a concise memorandum building on the Treatment Plan(s) and will document implementation, any deviations from the planned approach, confirmed chemical doses, area of application, monitoring results, and outcomes.

Lacamas Lake Treatment Plan(s) and Annual Documentation technical memos will each undergo one round of review by the City before being finalized.

Costs for treatment application are not included in this scope and will be paid directly by the City.

Deliverables

Meeting notes for treatment planning and coordination meetings.

Lacamas Lake Treatment Plan technical memorandum(s).

Pre-treatment and post-treatment monitoring data, including field data sheets, COCs, and laboratory results.

APAM General Permit notification and reporting submittals.

Annual Lacamas Lake Treatment technical memo.

Task 5. Outreach and Communication

Objective

The objective of this task is to support clear, consistent, and accessible communication of LCMP implementation activities, monitoring results, and treatment actions to City Council, stakeholders, and the public.

Activities

Routine website updates will be completed to provide timely information to the public, including treatment notifications and posting of cyanobacteria advisories when issued by the County.

Host two website planning meetings with City staff (e.g., Project Manager, Director of Communications, IT) to understand existing website challenges/needs, define long-term website goals, assess IT capacity, and confirm the Client's website hosting platform and brand assets.

One presentation, agenda, and notes will be created to support the meetings. Each meeting will be 90 minutes and held virtually.

AWR will assess the current web presence and propose a new website architecture to meet the Client's stated goals.

The Deliverable will be a wireframe (conceptual layout) of the proposed revised site delivered in PDF format.

Create one presentation to City Council to summarize monitoring results, treatment activities, and key findings after the active cyanobacteria season (target is late fall each year). Copy edit and format presentation (up to 50 slides)

One meeting with the Lacamas Watershed Council will be conducted to share project updates, monitoring results, and planned activities. Deliverables include a tailored presentation.

Assumptions

Routine website updates will include content (text and visuals) and the City will implement the updates.

Client will supply any imagery or iconography used. Content for each update is up to 500 words. Assumes monthly updates during the cyanobacteria active season (June-September).

The annual presentation to City Council will include staff report and presentation which will be finalized at minimum two weeks before the selected City Council meeting.

The annual meeting with the Lacamas Watershed Council will use the same presentation developed for the City Council and is intended to strengthen coordination and information sharing related to activities planned by the City and monitoring activities conducted by the Watershed Council.

Communications products assume no more than two rounds of Client review.

Task 6. Grant Funding Support

Objective

The objective of this task is to identify and secure external funding opportunities to support implementation of the LCMP and related lake management activities.

Activities

Grant and funding opportunities will be tracked to identify relevant local, state, and federal funding sources that align with LCMP implementation needs.

Research grant funding opportunities.

Monthly updates on upcoming opportunities.

One grant application will be developed in coordination with the City, including preparation of application materials, supporting documentation, and required forms. Potential funding opportunities will be evaluated and discussed with the City's Project Manager to select the most appropriate opportunity to pursue.

Assumptions

Grant and funding opportunities will be tracked in a living spreadsheet that includes key information such as funding source, eligibility requirements, match requirements and timelines.

For budgeting purposes, development of one grant application is assumed to require a level of effort comparable to preparation of an application for the Ecology Freshwater Algae Control Grant Program. If a funding opportunity is identified that requires a greater level of effort, this will be discussed with the City's Project Manager prior to proceeding.

If funding opportunities are identified that require preparation of more than one application or a greater level of effort, this work will be discussed with the City and subject to approval.

Grant application and associated materials will undergo one round of review by the City before being finalized.

Deliverables

Living spreadsheet tracking grant and funding opportunities.
Draft and final grant application package ready for submittal.

Task 7. FY 2027 Freshwater Algae Control Grant

Objective

The objective of this task is to conduct the work defined in the Tracking Phosphorus Loading to Support Lacamas Lake LCMP Implementation project, funded by the FY 2027 Freshwater Algae Control Grant Program, in accordance with the grant application and Ecology contract. This work will quantify external phosphorus sources and transport pathways to Lacamas Lake and evaluate how seasonal and storm driven inputs influence lake conditions to inform watershed nutrient reduction strategies, treatment strategies, and support implementation of the LCMP.

Activities

- Grant administration and management support will be provided to assist the City in meeting Ecology's requirements, including coordination, documentation, and reporting.
- A project monitoring plan will be developed to define monitoring locations, parameters, and event triggers to characterize external nutrient inputs and support Ecology compliant data collection.
- Phosphorus in Lower Lacamas Creek will be tracked through baseflow and storm event monitoring to evaluate spatial and seasonal variation in nutrient concentrations and loads.
- Storm event monitoring of tributaries and outfalls will be conducted to characterize phosphorus inputs from smaller inflows discharging directly to Lacamas Lake during storm conditions.
- Summer storm monitoring will be conducted to evaluate nutrient pulses from Lacamas Creek and associated lake response during periods of elevated cyanobacteria risk.
- Technical reporting and outreach will be conducted to compile, analyze, and synthesize results into a technical report and presentation, including presentation of findings to the Lacamas Watershed Council to support decision making and coordination with stakeholders.

Assumptions

- The City will serve as the grant recipient and will be responsible for overall grant administration and compliance with Ecology requirements. Support will be provided to the City in the form of assistance with preparing Quarterly Progress Reports, a Recipient Closeout Report, and a Project Outcome Summary Report.
- The level of effort and associated costs for this task are assumed to be consistent with those defined in the grant application and subsequent contract with Ecology.
- The Technical Report will undergo one round of review by the City and will be used as the required Project Outcome Summary Report.
- During the project kickoff meeting, Ecology invoicing and reimbursement requirements will be reviewed to ensure billing under this task aligns with grant requirements.

Deliverables

- Project Monitoring Plan.
- Monitoring datasets and EIM submittals.
- Draft and final Technical Report.
- Presentation materials for meeting with Lacamas Watershed Council.

Quarterly progress reports

Scope of Work Schedule

Work under this scope shall commence on May 1, 2026. Activities described herein represent work for calendar year 2026 and will be completed by December 31, 2026. A detailed task-based schedule will be developed following contract execution and presented at the project kickoff meeting.

EXHIBIT “B”
COSTS FOR SCOPE OF SERVICES

Budget

The estimated budget for this project is \$205,100, including \$47,000 allocated to Task 7, which is eligible for reimbursement through the FY 2027 Freshwater Algae Control Grant awarded by Ecology to the City. The resulting total direct cost to the City is \$158,100. The budget by task is provided in the table below. Cost estimates are inclusive of labor, laboratory costs, and sample shipping.

A contingency of 5% \$10,155, is included to address unforeseen work in support of the City; however, use of contingency funds will require prior written approval from the City.

The rates used are AWR Team established 2026 rates and will remain constant for the duration of the year. The budget estimate was developed with no markup on expenses, and no markup on subconsultant costs.

Task	Title	Cost
1	Project Management	\$13,600
2	Monitoring and Field Work	\$62,600
3	Data Management, Analysis, and Reporting	\$20,100
4	Lacamas Lake Treatment Planning and Coordination	\$17,600
5	Outreach and Communication	\$31,200
6	Grant Funding Support	\$13,000
	Subtotal for Task 1-6	\$158,100
7	FY 2027 Freshwater Algae Control Grant	\$47,000
	Total for Tasks 1-7	\$205,100
	Contingency (5%)	\$10,155
	Grand Total	\$215,255

EXHIBIT "C"
BILLING RATES

2026 Rate Schedule

Annear Water Resources

Labor Category	Name	Rate/Hour
Senior Principal	Robert Annear	\$224.70
Principal	Zoe Rodriguez del Rey	\$205.80
Senior Professional	Anurag Mishra	\$180.70
Project Management Assistant		\$142.40
Senior Staff Professional	Noah K. Benitez-Nelson	\$125.90
Staff Professional		\$110.00
Project Accountant	Alex Moore	\$80.50

Direct Expenses	Cost
Subcontract Services	Cost
Specialized Computer Applications (per hour)	\$ 24
Personal Automobile (per mile)	Current Gov't Rate

Aquatic Insight

Staff Title	Staff Name	Technical Hourly Rate	Fieldwork Hourly Rate	Travel Hourly Rate
Principal	Mark Rosenkranz	\$195.00	\$150.00	\$90.00
Senior Scientist	Lizbeth Seebacher	\$135.00	\$100.00	\$60.00
Technician		\$105.00	\$80.00	\$45.00
Junior Field Staff	Cher Prazak	\$95.00	\$70.00	\$45.00
Administration		\$80.00	n/a	n/a

AquaTechnex

Labor Category	Name	Rate
Principal	Terry McNabb	\$150.00
Support Staff		\$125.00

Paradigm

Labor Category	Name	Rate
Principal	Jennifer Rogers	\$240.00
Creative Lead	Nina Thoming	\$200.00

EXHIBIT "D"
TITLE VI ASSURANCES

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

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

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

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

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

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

1. **Compliance with Regulations:** The Consultant (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 Consultant, 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 subConsultants, including procurements of materials and leases of equipment. The Consultant 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 Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subConsultant or supplier will be notified by the Consultant of the Consultant’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 Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant 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 Consultant’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 Consultant under the contract until the Consultant complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subConsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant 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 Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) 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 Consultants, 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).