



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

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

Project No. D-1010

**LAKE MANAGEMENT PLAN – PHASE 1**

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

1. **Project Designation.** The Consultant is retained by the City to perform professional services in connection with the project identified above.
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, 2021** 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 within 30 days of the invoice date, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as **Exhibit "B"**.
  - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant 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. Consultant shall not be responsible for any changes to Documents or use on other projects, without Consultant's prior written consent.
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 to the extent resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

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

8. Consultant's Liability Insurance.

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

insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
  4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
  5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
  - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
  - f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
  - g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
  - h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
  - 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 Agreement 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 "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.
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:
- 6. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.

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

Lower Tier Covered Transactions

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

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:  
Steve Wall, Public Works Director  
City of Camas  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607  
PH: 360-817-7899  
EMAIL: [swall@cityofcamas.us](mailto:swall@cityofcamas.us)

Notices to Consultant shall be sent to the following address:

Rob Annear  
Geosyntec Consultants, Inc.  
920 SW Sixth Avenue, Suite 600  
Portland, OR 97204  
PH: (503) 222-9518  
EMAIL: [rannear@geosyntec.com](mailto:rannear@geosyntec.com)

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. 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 artibrator'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 \_\_\_\_\_, 2021.

CITY OF CAMAS:

CONSULTANT:

*Authorized Representative*

By \_\_\_\_\_

By \_\_\_\_\_

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

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

Title \_\_\_\_\_

Title \_\_\_\_\_

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



VIA ELECTRONIC MAIL

May 18, 2021

Mr. Steve Wall, P.E.  
Public Works Director  
City of Camas  
616 NE 4th Avenue  
Camas, WA 98607

**Subject: Phase 1 Scope of Work, Lake Management Planning**

Dear Mr. Wall,

On behalf of Geosyntec Consultants, Inc. (Geosyntec), we are pleased to present you with our draft scope of work for Phase 1 of the Lake Management Planning support to the City of Camas (City). Geosyntec's team with MacKay Sposito and JLA have developed this draft scope of work and budget for Lake Management Planning for Lacamas, Round and Fallen Leaf Lakes.

The scope of work and budget serves as Exhibit A and B in the Professional Services Agreement between the City of Camas and Geosyntec (Project No. D-1010).

## **PHASE 1 SCOPE OF SERVICES**

### **Task 1.1 Data and Background Review**

#### **Objective**

The objective of this task is to gather existing data and background information on the watershed, Lacamas Creek and Lacamas, Round and Fallen Leaf Lakes, and use this information to supplement our current understanding of the Lakes, identify data and knowledge gaps, and identify potential next steps to fill these gaps. Existing data collection programs will be leveraged to the extent possible. For example, the Washington State Department of Ecology (Ecology) is collecting data for its watershed assessment; we will assess if preliminary data from this effort can be acquired. Existing City programs will also be leveraged to fill data gaps to the extent possible.

#### **Goals**

- Develop a preliminary Conceptual Site Model (CSM) of the lake to inform Phase 2
- Identify data gaps for filling in Phase 2 and beyond

## Activities

- Hold a Kickoff Meeting with the City and Team on Lacamas Lake or at the nearby Park.
- Set up a file sharing system, using OneDrive, for internal use for the City and Consulting team.
- Acquire and review relevant datasets and previous studies, including:
  - Stream flow and precipitation data from Clark County
  - In-lake water surface elevation and water quality measurements from Clark County, Ecology, and other sources (as available)
  - Data on algal blooms, including times of visual observations of algae as well as laboratory results
  - Water quality data from stormwater outfalls, treatment facilities, permitted discharges and, as available, agricultural runoff
  - Lake bathymetry
  - Dam operations, including flows released downstream and drawdown timing
  - GIS datasets such as lake and watershed boundaries, land use, and land elevation (e.g. LiDAR)
  - Meteorology data
- Participate in driving tour for field reconnaissance of the Lake, inflows, and both known and potential nutrient sources.
- Develop a preliminary Conceptual Site Model of the three lakes.
  - Evaluate relationships between environmental variables, for example:
    - Timing of algal blooms compared with periods of high nutrient concentrations in inflows.
    - Relationships between in-lake temperature and dissolved oxygen, and algal blooms.
  - Trophic status (degree of productivity).
  - Water Budget.
  - Nutrient Loading Sources.
  - Nutrient Budget.
  - Identify data and knowledge gaps.
- Develop a PowerPoint slide deck summarizing the results of this task for the City team to review and provide feedback.
- Based on feedback, variations of this presentation may be created for different audiences such as City management, City Council, and the Lacamas Creek Watershed Council or other stakeholders.

### **Deliverables**

- The deliverable for this task will be a slide deck with results from this task, and one or more presentations to the City and stakeholders.

### **Assumptions**

- The City will provide relevant data to Geosyntec as available.
- The City will facilitate outreach for data requests to other agencies; the Geosyntec team including Marty Snell and Adrienne DeDona can support this process as well.
- City personnel will have an opportunity to provide one round of comments on draft presentation slides prior to the presentation to stakeholders.
- The results of this task will be documented in the Phase 2 Lake Management Plan report once data gaps are filled.

### **Task 1.2 Communication, Outreach and Stakeholder Consultation**

#### **Objective**

The objective of this task is to conduct early outreach which will guide later engagement efforts and gain an understanding of existing lake issues, which will generate ideas for resolving these issues through the Lake Management Plan. This includes soliciting input from key stakeholders to inform initial project stages and ensure that later communication with the general public includes consistent messaging, timely dissemination of information, and proactive mitigation of misinformation. Stakeholder discussions will include meetings with groups such as Camas Meadows Golf Club and Camas School District to share information about the project and learn about their landscaping practices, water use, and use of fertilizers.

This task will include general communication and information to the community to generate awareness of the Lake Management Plan project and begin early education efforts, which might include establishing a project webpage, social media content, posters and flyers.

#### **Goals**

- Meet with key stakeholders and have initial conversations to shape the Communications Plan in Phase 2
- Start initial public education on outreach about the project which will shape the Communications Plan in Phase 2

## Activities

- Schedule a public involvement kickoff meeting to be held between the Geosyntec team and the City to gain a solid understanding of the public engagement opportunities, issues and goals for the process.
- Identify and reach out to key stakeholders, including partner agencies, as well as identify the best ways to engage these stakeholders.
- Schedule up to 6 two-hour meetings, including developing agendas, discussion questions and compiling meeting minutes. Key stakeholders should include at minimum:
  - Lacamas Lake Advisory Committee
  - City Council
  - Parks Commission
  - Partner Agencies (Clark County Health and Public Works, WA Ecology, WA Agriculture, SWCD, and others)
  - Key Property Owners
    - Golf Course
    - Johnston Dairy
    - Camas Schools
- Conduct an online community survey to gather input and feedback on watershed and lake issues.
- Conduct in-person event at Heritage Park and one additional location to get community survey input.
- Coordinate with the City to establish a project webpage using the Engage Camas platform and post project information on the City's social media platforms. This webpage will be used for information sharing and gathering with the public.
- Develop initial public education and outreach materials to post on the City's website to announce the project. Collaborate with WA Department of Ecology through the Lacamas Creek Partnership for Clean Water and the Watershed Alliance of Southwest Washington to utilize existing education materials, where possible.

## Deliverables

- Agendas, discussion questions and summary report of meetings with up to 6 key stakeholder meetings

- Establishment of a flow process, and point person for data sharing, for data flow between the different stakeholders (Ecology, County, City) and where is that data going to be stored.

### **Assumptions**

- Recognizing that the current pandemic is a constantly changing situation, JLA will work closely with the City and Geosyntec team to determine the best methods to engage people whether that's online or safely distanced in-person engagement.
- Each stakeholder meeting includes about seven hours of staff time to schedule, prepare, attend and document results. This includes 2 public involvement staff attending each two-hour meeting.

### **Task 1.3 Lake Management Workplan Development**

#### **Objective**

The objective of this task is to set the stage and provide a strong foundation for Phase 2. The outcome of this process will be a workplan for Phase 2 that is clear, includes specific activities and objectives, and is well received by stakeholders. The workplan will include activities that will fill necessary data gaps to develop a Lake Cyanobacteria Management Plan in the Washington State Department of Ecology format.

#### **Goals**

- Develop a work plan (schedule, scope and budget) for Phase 2 which includes:
  - QAPP for field work
  - Field work activities
  - Public Outreach Plan
  - Possible technical analyses
  - Lake Management Plan Development

#### **Activities**

- Based on the results of the data gap analysis, identify specific monitoring studies in the short term.
- Develop draft workplan (scope, schedule and budget) for Phase 2 elements:
  - Public Involvement and Outreach Plan
  - QAPP for field work
  - Field work studies
  - Possible technical analyses

- Lake Management Plan Development
  - Present the Phase 2 workplan at a workshop with the City and potentially other stakeholders.
  - Develop Final Workplan

### **Deliverables**

- Draft workplan for Phase 2 including scope, schedule, staffing, and costs.
- Presentation of the Phase 2 workplan at a review meeting with the City (and potentially key stakeholders) to solicit feedback.
- Final Phase 2 workplan.

### **Assumptions**

- The City will provide one round of review comments on the draft workplan slides prior to a potential presentation to stakeholders.
- The written draft workplan (scope, schedule and cost) will undergo one round of review before presenting to stakeholders and one round of review to incorporate stakeholder feedback prior to being finalized.

### **Task 1.4 Identify Short-Term Wins for 2021 Summer Season**

#### **Objective**

The objective of this task is to evaluate potential immediate actions to improve lake water quality for the summer of 2021.

#### **Goals**

- Identify and prioritize short activities for the City, consultant team or volunteers to conduct in Phase 1 or early in Phase 2 to improve lake water quality.

#### **Activities**

- Discuss potential short-term project ideas for the 2021 summer season with the City, including:
  - After confirming strategies through early stakeholder discussions, we will initiate a stewardship program and education campaign with City residents and others to reduce the use of fertilizers. This may include training for landscape

- contractors. This effort would leverage similar education campaigns JLA has conducted for other communities.
- Start a dialogue with Camas Meadows Golf Club and the Camas School District to better understand their practices for landscaping, water use, and use of fertilizers. This may result in an opportunity to reduce nutrient loading to the lake.
  - Begin a dialogue with other large landowners, such as the Johnston Dairy. We understand that the communications with the Dairy would need to be coordinated with the Washington State Department of Agriculture.
  - Assist the City with optimization of stormwater BMP maintenance activities (e.g. removal of sediments from catch basins and inlets) and street sweeping to focus efforts on areas where sediments have a higher organic content, such as areas with high tree canopy coverage.
  - Evaluate the costs and benefits associated with treating the Lakes with Alum or Phoslock to potentially improve water clarity and the occurrence of algal blooms this summer. This is a temporary measure but would raise awareness in the community. This task includes dialogue with vendors regarding the treatment process and the best time to apply them.
  - Collaborate with soil and water conservation service to identify possible opportunities for working with agricultural producers to reduce sediment and nutrient loading to Lacamas Creek. For example, this could be simple fencing or hydroseeding to restore stream banks and prevent erosion.
  - Lake Trail and Round Lake trail network: implement erosion control measures/restoration for “hot spots.”
  - Check and change out catch-basin cartridge units along Dwyer creek and along NW Camas Meadows Drive.
  - Evaluate the potential for stockpile management at the Golf Course to manage stormwater runoff.
  - Improve the visibility of status of lake water quality information to citizens.
  - Help educate the public about lake status. For example, the public doesn’t know difference between “caution” and “advisory” regarding Harmful Algae Bloom (HAB) toxin levels. Collaborate with Clark County Health to ensure messaging is consistent and in-line with Lake Management Plan project messaging.
- Following initial discussions with the city, evaluate a subset of these ideas and recommend to the City which to pursue.

### **Deliverables**

- Based on initial discussions with the City, a presentation will be developed outlining recommended short-term actions.

### **Assumptions**

- Short-term actions to be pursued will be agreed upon between the Geosyntec team and City personnel.
- The cost of treating the lake with alum or Phoslock will not be included in the Phase 1 scope of work.

### **Task 1.5 Identify Funding and Volunteer Opportunities**

#### **Objective**

The objective of this task will be to review grants the City has obtained, understand what strategies these grants cover, and determine if there are additional funding opportunities the City could position for.

#### **Goals**

- Identify and organize past and current funding opportunities to help develop an ongoing funding strategy in Phase 2.
- Identify possible volunteer activities that will engage the community and potentially be a component of the funding strategy.

#### **Activities**

- Review current funding sources.
- Evaluate additional opportunities with Clark County, Washington Department of Ecology, the U.S. Department of Agriculture, non-profits and private foundations (examples may include PeaceHealth, Trout Unlimited, and Ducks Unlimited).
- Evaluate volunteer opportunities for Advisory Committee members, the Lacamas Watershed Council members as well as the general public.
- Evaluate options for conducting lake usage surveys to assess, how prevalent the lake is used by motorboats, swimmers, paddle boats. Also consider whether drone flights over the lake to evaluate where motorboats are used may be helpful.
- Conduct a funding strategy session with key City staff.



- Develop recommendations and outline a funding strategy for the next 12 to 24 months in a technical memorandum.

#### **Deliverables**

- A technical memorandum outlining a funding strategy for the next 12 to 24 months, including additional grant opportunities to pursue.

#### **Assumptions**

- This task does not include the Geosyntec team preparing grant applications.

### **Task 1.6 Project Management**

#### **Objective**

The objective of this task is to effectively manage the project schedule and budget and provide timely updates on the progress.

#### **Activities**

- Provide regular updates on progress via phone, email and meetings.
- Manage the project, including scope, schedule and budget and subconsultant fees and expenses.

#### **Deliverables**

- Monthly invoices.

#### **Assumptions**

- Regular updates will be provided as agreed upon between the Geosyntec team and the City.

### **Task 1.7 Contingency Task**

#### **Objective**

The objective of this task is to potentially conduct field sampling in Lacamas, Round and Fallen Leaf Lakes.

**Activities**

- Conduct once a month field visits to the three lakes: Fallen Leaf, Round and Lacamas Lakes (3 locations) to acquire grab samples for 3 months for a total of 9 grab samples.
- Analyze the grab samples at a lab for nitrate-nitrite, total phosphorous, total persulfate nitrogen, and ortho-phosphorous.
- Total suspended solids (TSS) and E. Coli sampling could be added, if desired.

**Deliverables**

- Lab sample analysis results.

**Assumptions**

- Data would be analyzed as part of Task 1.1.
- No work would be conducted under this contingency task without e-mail or written approval from the City.

**BUDGET**

Geosyntec is pleased to provide you this quotation for the Phase 1 Scope of Work, to be completed in the first 90 days, on a time and materials basis of \$106,400. This budget estimate includes a 3% communications fee on Geosyntec labor only and a 10% markup on subconsultant labor and any expenses. This is based on the Geosyntec standard rate schedule as provided.

In Table 1 below is a budget summary for the tasks outlined above Phase 1. A detailed budget breakdown is provided below.

Task	Description	Total Cost
1.1	Data and Background Review	\$19,000
1.2	Communication, Outreach and Stakeholder Consultation	\$32,400
1.3	Lake Management Workplan Development	\$25,000
1.4	Identify Short-Term Wins for 2021 Summer Season	\$7,300
1.5	Identify Funding Opportunities	\$5,000
1.6	Project Management	\$9,500
1.7	Contingency Task	\$7,000
	Total	\$105,200
	Communications Fee, 3% (on Geosyntec labor only)	\$1,200
		\$106,400

Phase 1 Scope of Work, Lake Management Planning  
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## CLOSURE

If you have any questions regarding our draft scope of work for Phase 1, please feel free to contact me at (971) 271-5906/(503) 936-0115, or by email at [RAnnear@geosyntec.com](mailto:RAnnear@geosyntec.com).

Thank you for the opportunity to submit this draft scope of work for your consideration.

Respectfully,



Robert Annear, Ph.D., P.E. (OR, WA, ID, FL, NC)  
Senior Principal Engineer  
971.271.5906  
[RAnnear@geosyntec.com](mailto:RAnnear@geosyntec.com)  
Geosyntec Consultants



Sean Ragain, RG  
Senior Principal and Vice President  
971.271.5907  
[SRagain@geosyntec.com](mailto:SRagain@geosyntec.com)  
Geosyntec Consultants



**EXHIBIT "B"**  
**CONSULTANT BILLING RATES**

**GEOSYNTEC CONSULTANTS**  
**2021 RATE SCHEDULE**

Staff Professional	\$135
Senior Staff Professional	\$157
Professional	\$178
Project Professional	\$200
Senior Professional	\$225
Principal	\$245
Senior Principal	\$268
Technician I	\$ 73
Technician II	\$ 78
Senior Technician I	\$ 84
Senior Technician II	\$ 91
Site Manager I	\$102
Site Manager II	\$106
Construction Manager I	\$119
Construction Manager II	\$129
Senior Designer	\$172
Designer	\$144
Senior Drafter/Senior CADD Operator	\$ 132
Drafter/CADD Operator/Artist	\$ 118
Project Administrator	\$ 74
Clerical	\$ 58
Direct Expenses	Cost plus 10%
Subcontract Services	Cost plus 10%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$ .09

Rates are provided on a confidential basis and are client and project specific.  
Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Produce Price Index  
for Engineering Services.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.  
Construction management fee presented upon request.

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

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

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

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

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

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

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

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

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



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

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

**Pertinent Non-Discrimination Authorities:**

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

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

