



City Council Workshop Agenda Monday, December 07, 2020, 4:30 PM REMOTE MEETING PARTICIPATION

NOTE: The City welcomes public meeting citizen participation. TTY Relay Service: 711. In compliance with the ADA, if you need special assistance to participate in a meeting, contact the City Clerk's office at (360) 834-6864, 72 hours prior to the meeting to enable the City to make reasonable accommodations to ensure accessibility (28 CFR 35.102-35.104 ADA Title 1.).

How to join this meeting:

OPTION 1 -- Join the virtual meeting from any device:

1. First-time ZOOM users, go to www.zoom.us
 - To download the ZOOM app
 - Or, Join Meeting with this Meeting ID 969 6774 6545
2. From any device click - <https://zoom.us/j/96967746545>
3. Enter email and name and join webinar

OPTION 2 -- Join by phone (audio only):

1. Dial 877-853-5257
2. Meeting ID 969 6774 6545

To Make Public Comment:

1. Click the **raise hand icon** in the app
 - By phone, hit *9 to "raise your hand"
2. Or, email publiccomments@cityofcamas.us (limit 400 words) - *Emails received an hour before the meeting are emailed to Council. In the meeting the clerk will read submitter's name, subject, and date/time received. Emails received until an hour after the meeting are sent to Council and included in the meeting minutes.*

SPECIAL MEETING

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

WORKSHOP TOPICS

1. [Camas Housing Action Plan](#)
[Presenters: Sarah Fox, Senior Planner and Mosaic Community Planning](#)
2. [Mark Marine Lease Extension](#)
[Presenter: Sam Adams, Utilities Manager](#)
3. [NW 38th Avenue Improvements, Phase 3, Professional Services Agreement](#)
[Presenter: James Carothers, Engineering Manager](#)

4. [Ostenson Canyon Storm and Road Repair Professional Services Agreement Amendment](#)
[Presenter: Jim Carothers, Engineering Manager](#)
5. [Green Mountain Area Property Acquisition](#)
[Presenter: Steve Wall, Public Works Director and Shawn MacPherson, City Attorney](#)
6. [Draft Resolution - Requesting Feasibility Study for Improved Broadband in Clark County](#)
[Presenter: Jamal Fox, City Administrator](#)
7. [Ad Hoc Equity Advisory Committee](#)
[Presenter: Jamal Fox, City Administrator](#)
8. [Draft Resolution Amending Resolution No. 1214](#)
[Presenter: Jamal Fox, City Administrator](#)
9. City Administrator Miscellaneous and Updates
This is a placeholder for miscellaneous or emergent items.
Presenter: Jamal Fox, City Administrator

COUNCIL COMMENTS AND REPORTS

PUBLIC COMMENTS

ADJOURNMENT



Camas Housing Action Plan City Council Update

DECEMBER 2020

WHAT IS A HOUSING ACTION PLAN?

A Housing Action Plan encourages **housing diversity, affordability,** and **access to opportunity** for people of all incomes.

The **Camas Housing Action Plan** will:

- Rely on thorough data and an **inclusive public participation** process to understand current and future housing needs.
- Assess existing housing resources and policies and identify ways to build on or improve them.
- **Outline specific strategies** the city plans to take to meet the community's housing needs over the next ten years and beyond.
- Further the city's comprehensive plan housing goals and be adopted by City Council.

Funded through a grant from the WA State Dept. of Commerce.

OUR HOUSING ACTION PLAN PROCESS

Project Phases

-
- ✓ **Public Project Kickoff**
August 2020
 - ✓ **Community Engagement & Existing Conditions Review**
August through October 2020
 - **Action Plan Development**
October through December 2020
 - **Draft Plan Presentation and Refinement**
January through February 2021
 - **Housing Action Plan Adoption**
By June 2021

GETTING THE WORD OUT

Take the housing survey and view the public meetings at:
letstalkcamashousing.us

Project Phases

- Public Project Kickoff
August 2020
- Community Engagement & Existing Conditions Review
August through October 2020
- Action Plan Development
October through December 2020
- Draft Plan Presentation and Refinement
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By June 2021

City of Camas Planning Division

616 NE 4th Avenue
www.cityofcamas.us
www.letstalkcamashousing.us
P: 360.513.2729

Let's Talk Housing!



What is the Housing Action Plan?

The City of Camas is creating a Housing Action Plan to support more affordability, and access to opportunity for people of all incomes. This plan will help the community achieve a greater variety of housing types and meet the needs and desires of individuals and families.

The Housing Action Plan will:

- Rely on thorough data and an inclusive public participation process to determine current and future housing needs.
- Assess existing housing resources and policies and identify ways to improve them.
- Outline specific strategies the City of Camas plans to take to meet housing needs over the next ten years and beyond.
- Further the city's comprehensive plan housing goals and be adopted by Council.

The Camas Housing Action Plan is being funded through a grant from the State Department of Commerce.

This is not a construction project, rather it will result in an inclusive policy's policies and regulations for housing.

City of Camas

Home About Meetings City of Camas Website

Sign In Register

LET'S TALK CAMAS HOUSING!

Welcome to the Let's Talk Camas Housing site!

As the City of Camas embarks on development of a Housing Action Plan, we'll use this site to gather input from community members and keep everyone up-to-date on the plan's progress. Register to join the site to share your thoughts or get updates on the project. We look forward to hearing from you!

REGISTER
to share your thoughts!

Key Dates

- September 16, 2020 at 6 PM
Housing Action Plan Community Meeting #1
- September 17, 2020 at 12 Noon
Housing Action Plan Community Meeting #2

Project Phases

- Public Project Kickoff **Completed**
- August 2020

Community Meetings



LET'S TALK CAMAS HOUSING!

The City of Camas is developing a plan that will shape housing in the city over the next ten years and beyond.



Input from people living and working in Camas is very important to the Housing Action Plan.

Learn more and share your thoughts at
LetsTalkCamasHousing.us



Anyone with questions about the project or in need of assistance or other accommodations to participate, please contact Fox, Camas Senior Planner at 360-513-2729 or fox@cityofcamas.us

POST-RECORD

Camas explores housing affordability, diversity

Majority of new homes in Camas are bigger, more expensive; public weighs in on city's future housing needs

By Kelly Moyer (@authorkmoyer) | September 24, 2020 9:24 am | Comments: <https://www.camaspstrecord.com/news/2020/sep/24/camas-explores-housing-affordability-diversity/>



Share your ideas!
CAMAS HOUSING ACTION PLAN SURVEY

www.LetsTalkCamasHousing.us

Now to Oct 30



PUBLIC ENGAGEMENT ACTIVITIES

Open Houses

- Conducted via Zoom in September
- Open to the public
- 17 participants

Focus Groups and Interviews

- Conducted via Zoom in September and October
- Invitations sent to targeted stakeholders
- 29 participants

Survey

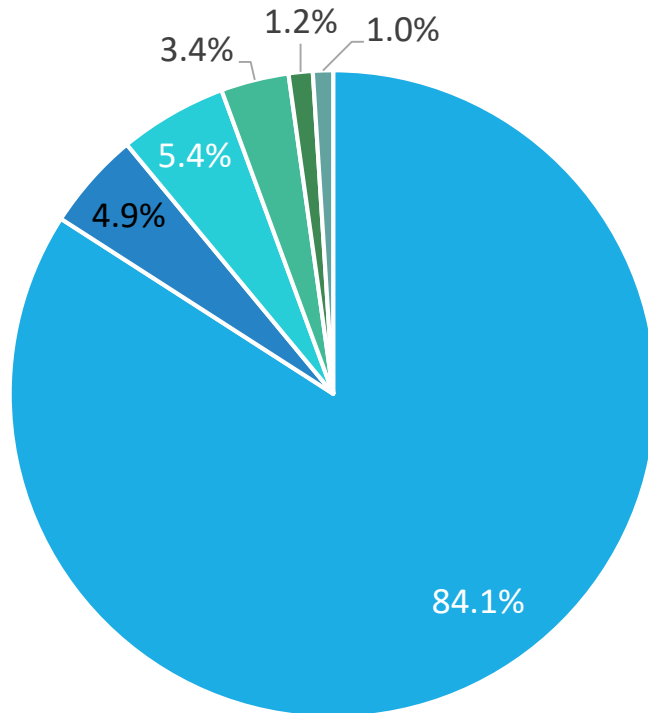
- Available online from August through October
- 307 responses

Project Website

- www.letstalkcamashousing.us
- 1,200 site visits by 770 visitors

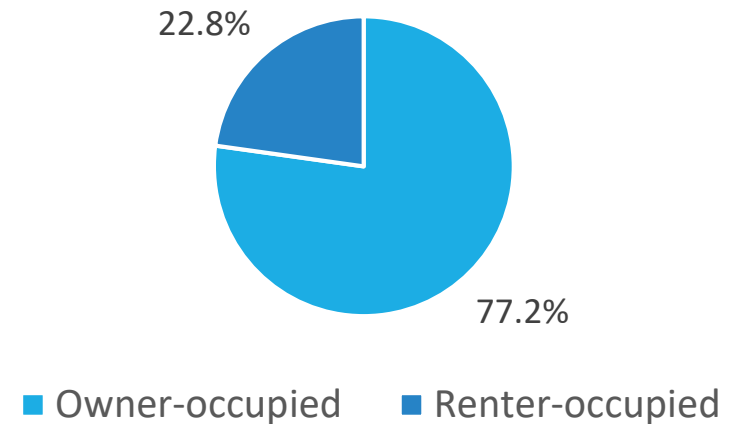
CAMAS HOUSING CHARACTERISTICS

Residential Structure Type



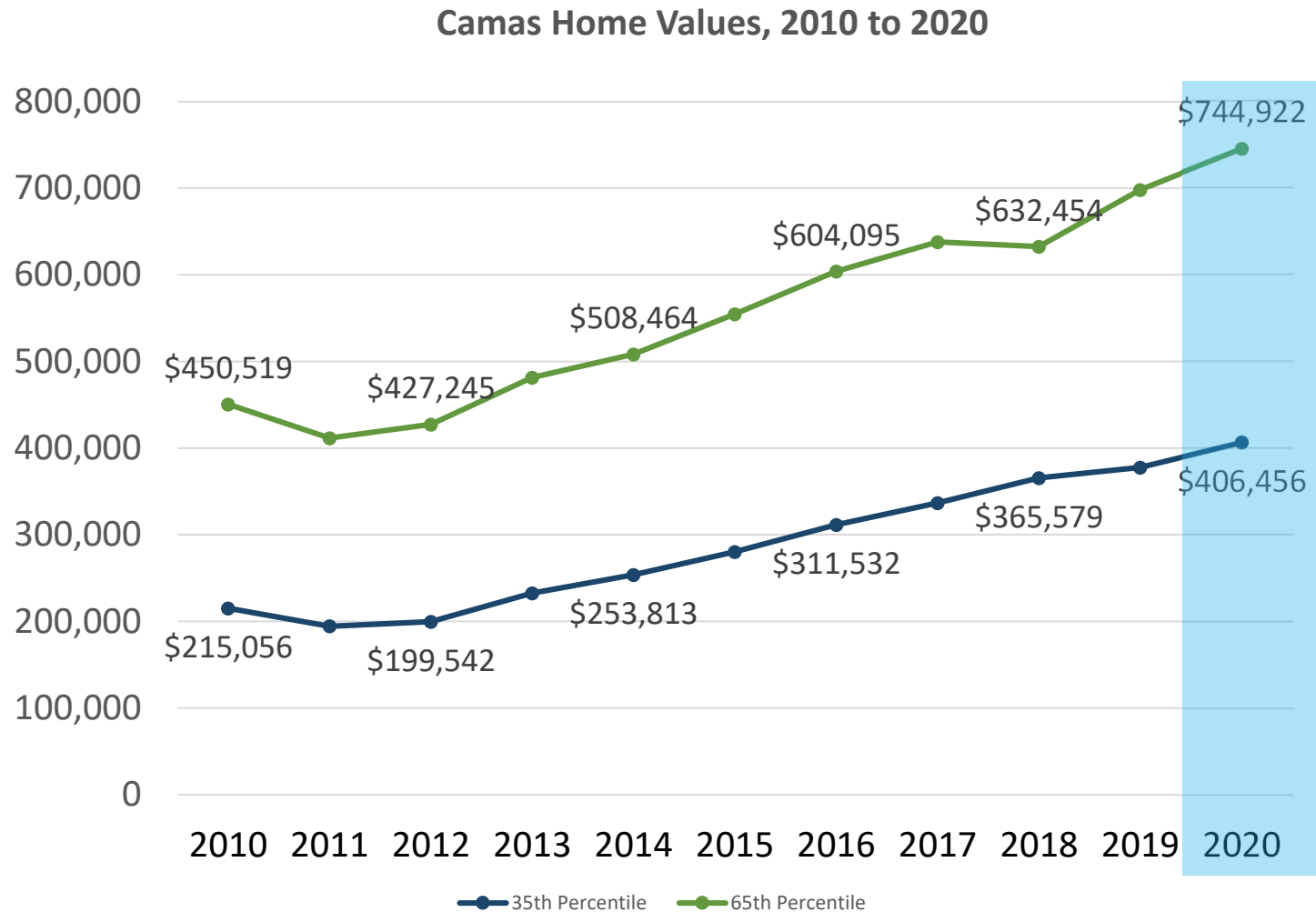
■ 1-unit, detached ■ 1-unit, attached ■ 2-4 units
■ 5-19 units ■ 20+ units ■ Other

Total Occupied Housing Units: 7,972



Source: American Community Survey, 2014-2018 Estimates

CAMAS HOUSING COSTS



Source: Zillow. "Zillow Home Value Index - Bottom and Top Tier Time Series, 2010 – 2020."

ENGAGEMENT TOPIC: AFFORDABILITY

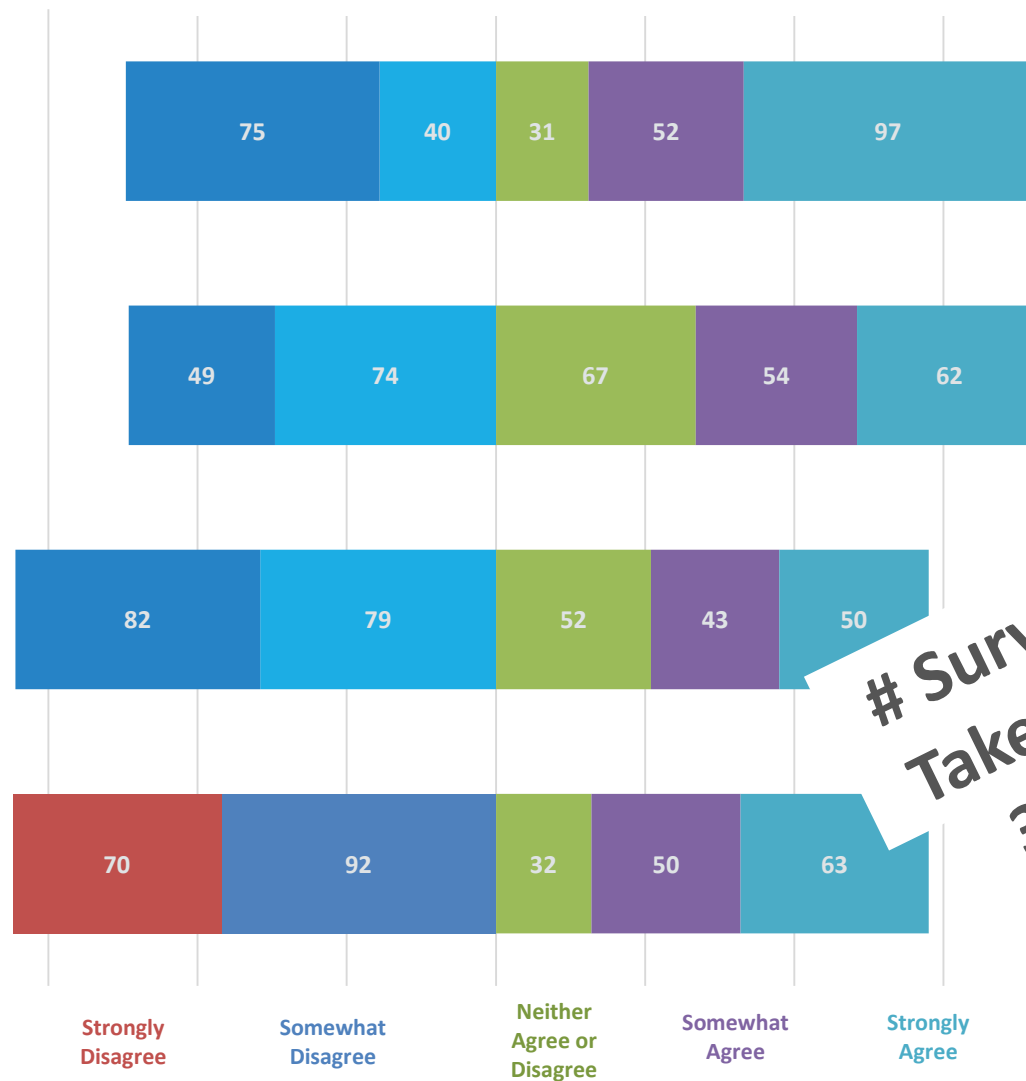
Number of Survey Takers that Agree or Disagree

Lack of affordable housing is a **serious issue** in Camas.

People who **work** in Camas can afford **housing** in Camas.

Seniors can find **appropriate & affordable** housing in Camas.

Young families can find **appropriate & affordable** housing in Camas.

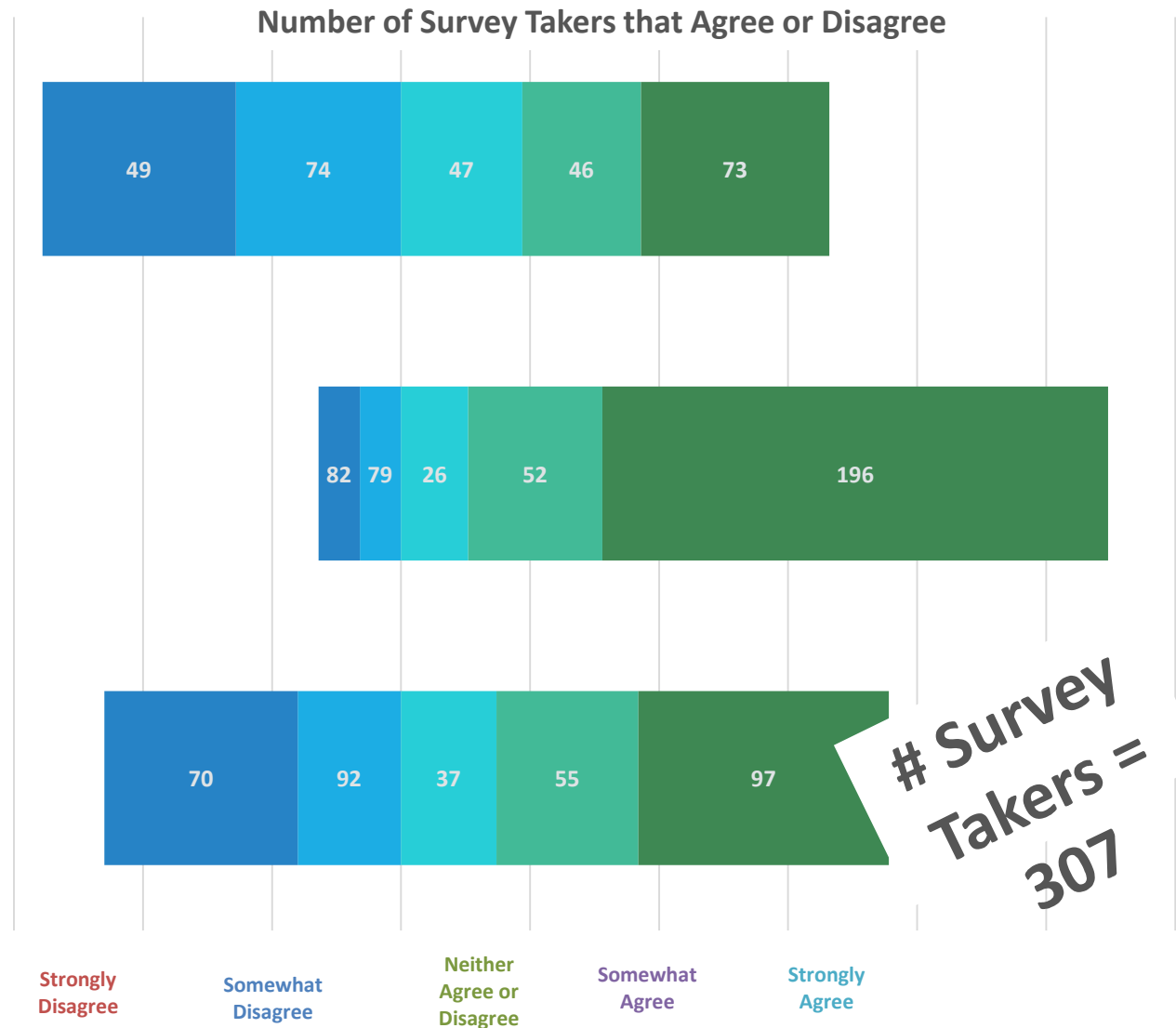


ENGAGEMENT TOPIC: HOUSING DEVELOPMENT

There is enough housing at appropriate sizes and costs to meet the needs of our residents for the next 20 years.

Camas should be **cautious** about any new residential development activity to **preserve the character** of the community.

Camas needs a **greater variety** in terms of housing **types** and \$\$



ENGAGEMENT TOPIC: HOUSING TYPES

What housing types are most needed in Camas?

Starter Homes

“As kids move out, they often cannot return as adults because they cannot afford Camas.”

“Potential needs are housing for kids coming back after school and family retiring here.”



[This Photo](#) by Unknown Author is licensed under [CC BY-SA](#)

What housing types are most needed in Camas?

Apartments & Condos

“Part of a vital downtown is going to be more residential units, apartments, or condos on those blocks.”

“Camas is getting more expensive. Multifamily units are \$100k/unit up north and \$150k/unit here. Unfortunately, it is going to push people out.”



Accessory Dwelling Units “ADUs”

“ADUs, cluster homes could help meet need.”

“From a real estate perspective, 99% of clients coming to Camas are families. Some ask for an ADU to bring a parent. Some go ‘out in country’ or out of Camas if that is a priority.”



What housing types are most needed in Camas?

Accessible & Senior Housing

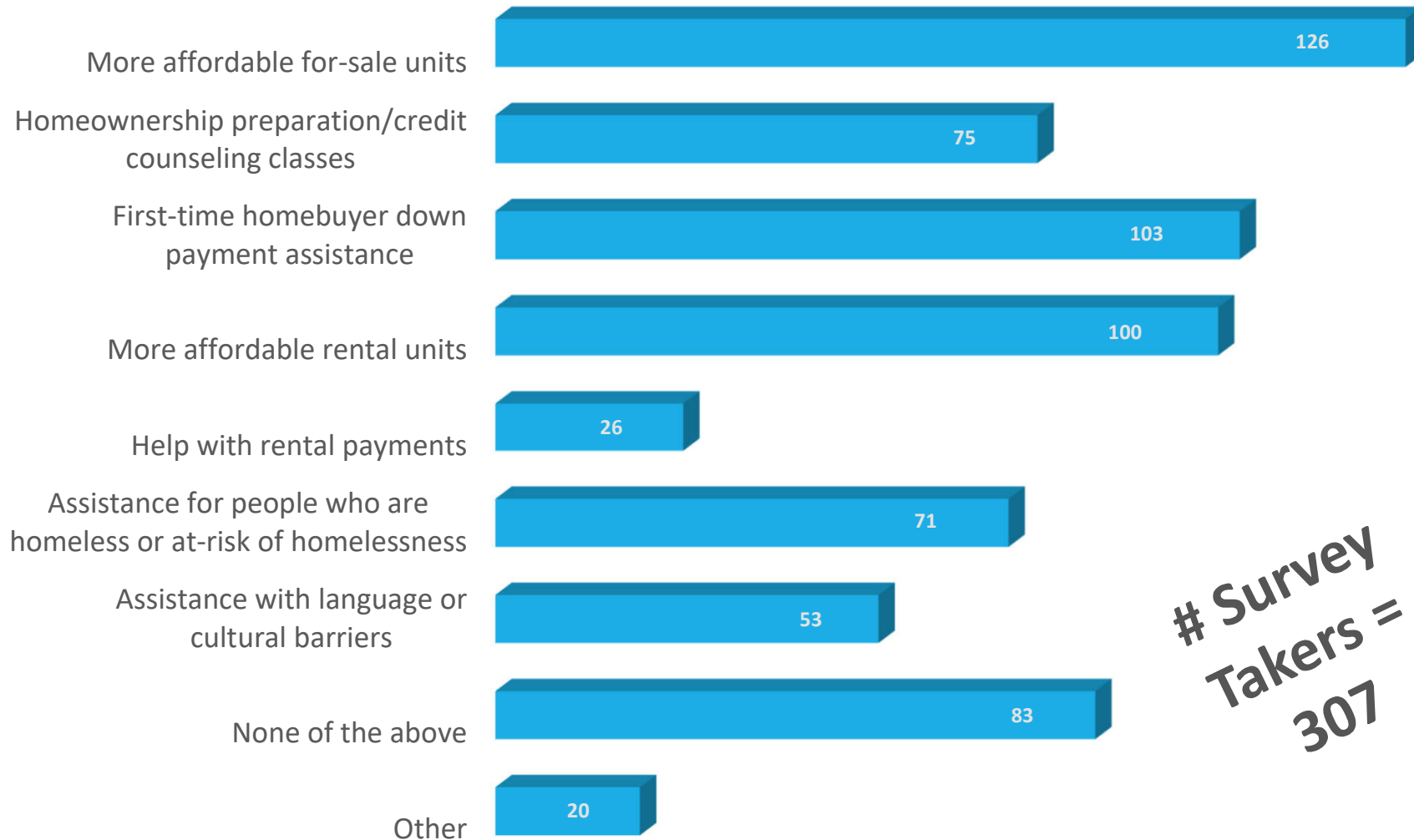
“Retirees or older population needs ‘accessible’ housing – e.g., no stairs.”

“For the elderly, we do not have much. No communities serving seniors.”



ENGAGEMENT TOPIC: HOUSING ASSISTANCE

What types of assistance may be helpful to address housing affordability needs in Camas?



Survey
Takers =
307

WHAT'S NEXT?

Action Plan Development

- Recommendations based on community input and data analysis
- December 2020 – January 2021

Action Plan Presentation and Refinement

- Review and feedback from City and public stakeholders
- Early 2021

Housing Action Plan Finalization and Adoption

- Final Housing Action Plan (HAP) prepared
- Adoption by City Council by June 2021



City of Camas Housing Action Plan

Public Engagement Plan

August 2020

Prepared by

Mosaic Community Planning

For

City of Camas
616 NE Fourth Avenue
Camas, WA 98607



Introduction

The City of Camas is creating a Housing Action Plan to encourage diversity, affordability, and access to opportunity for people of all incomes. The goal of this plan is to help the community achieve a greater variety of housing types and costs to better meet the needs and desires of individuals and families. Funding for the project comes through a grant from the Washington State Department of Commerce.

The Housing Action Plan will:

- ❖ Rely on thorough data and an inclusive public participation process to understand current and future housing needs.
- ❖ Assess existing housing resources and policies and identify ways to build on or improve them.
- ❖ Outline strategies the City of Camas plans to take to meet the community's housing needs over the next ten years and beyond.
- ❖ Further the city's Comprehensive Plan housing goals and be adopted by City Council.

Community Engagement Goals

Camas residents and employees have a wide range of unique housing needs and preferences. To be successful, the Housing Action Plan must be grounded in a thorough understanding of local housing needs, as well as reflective of residents' ideas for the future. Implementation of the Plan depends on local support built, in part, through an inclusive and open community engagement process.

The City of Camas' goals for engaging the public during the HAP include:

Inform residents about the Housing Action Plan, the planning process, and local housing affordability needs.

Understand local housing issues, needs, and preferences, specifically those related to affordability and development opportunities and barriers.

Be inclusive of a range of perspectives, including people who are particularly impacted by housing affordability, communities at risk of displacement, other vulnerable populations, and groups who have historically been left out of community planning processes.

Be transparent to openly reflect the variety of viewpoints within the community, as well as the City's process used to develop and implement the Housing Action Plan.

Build support for zoning and housing policies that address affordability and other issues identified by the community.

This document outlines the public engagement process the City of Camas will use to develop its Housing Action Plan, including key stakeholders to engage, participation methods, and avenues for advertising engagement opportunities to the community. It is a working document that may be updated as needed to respond to community needs.

IMPACT Engagement Process

Mosaic Community Planning, the consulting team assisting the City of Camas in preparing its HAP, will apply its IMPACT Community Engagement Model to ensure a broad and representative cross section of the community is involved in the plan development process. The IMPACT Model combines industry-leading techniques from multiple disciplines into a methodology suited to fair housing and community-based planning.

I

Identify the Stakeholders - An initial step is to identify stakeholders and categorize them as primary, secondary, or general, determining their level of participation and the best method to reach them.

M

Market the Process - We will conduct outreach through nonprofit partners, public notices, and press releases, including foreign language and/or special interest papers. Other forms of marketing may include a project website, social media, listings on online community calendars, presentations at existing meetings, and flyers.

P

Public Participation - We understand that participants may need background information and other support to participate fully and meaningfully. We design public meetings to facilitate informed discussion and allow every voice to be heard. Because our process uses feedback loops, there are opportunities for refinement and course correction.



A

Active Listening - We employ active listening techniques to ensure greater accuracy and accountability when collecting residents' perceptions and comments. These techniques also hold potential for conflict resolution and consensus-building.

C

Collaborative Review - Drafts are internally reviewed in a collaborative process with key stakeholders. Verification of facts and research ensures the legitimacy of conclusions and findings and provides opportunity for corrections prior to public review.

T

Transition the Momentum - Over the course of the project, we develop a substantial stakeholder engagement portfolio, which is carefully compiled and transitioned into the City's hands to enhance future local stakeholder engagement efforts.



Primary Stakeholders:

Essentially the project's steering committee, this group includes all key decision-makers.

Secondary Stakeholders:

Persons or organizations with experience or perspectives that will provide crucial input into or feedback on the plans.

General Stakeholders:

Members of the public with a general interest in the project.

Engagement Activities

Planned public engagement activities are outlined below, along with anticipated audience, timeline, and input topics. The HAP must be complete with approval from City Council by June 30, 2021. The planning team will seek community input throughout the project, including during initial data gathering, plan development, and finalization. Due to the COVID-19 pandemic, initial community engagement will primarily be done virtually with limited in-person, socially distanced activities. In later stages of the project, engagement may be in-person or virtual depending on health and safety recommendations at the time.

Let's Talk Camas Housing! Website

Description	Interactive website via Bang The Table where community members can ask questions about the project, share ideas, respond to surveys and polls, register for virtual input sessions, review session input and videos, and view drafts of the study. Website activities will mimic the group activities from the virtual input sessions so residents can share their thoughts without attending the meeting. See https://letstalkcamashousing.us .
Audience	General public, including anyone living or working in Camas Housing and community development professionals/advocates Other stakeholders identified by City of Camas
Timeline	August 2020 through June 2021

Virtual Input Sessions

Description	Series of 1-hour long engagement sessions held in Zoom and open to the general public. Input sessions will begin with an overview of the HAP by the project team and move into breakout groups for facilitated discussion of housing topics. Input sessions will be recorded and shared on the Let's Talk Camas Housing! website. Initial plans are to hold two input sessions, however, more may be added if needed to ensure all attendees are able to fully participate in the virtual format.
Audience	General public, including anyone living or working in Camas Housing and community development professionals/advocates Other stakeholders identified by City of Camas
Timeline	September 2020

Resident Focus Groups

Description	Small group input sessions held in Zoom or in-person in socially distanced settings. Sessions will begin with an overview of the HAP and move into a facilitated discussion. Focus groups are designed to reach population groups that are particularly impacted by affordable or other housing needs or have historically been excluded from community planning processes.
Audience	Vancouver Housing Authority residents Families with low and moderate incomes Seniors

People with disabilities
Residents with limited English proficiency
Other groups determined during the planning process

Timeline September and October 2020

Stakeholder Focus Groups and Interviews

Description Small group discussions or one-on-one interviews with key stakeholders identified by the City of Camas. Stakeholders invited to participate will be drawn from a variety of perspectives, including city and county staff, city commissions, real estate, housing development, affordable housing, education, law enforcement, business, homeless services and advocacy, racial and/or ethnic advocacy organizations, faith community, youth, and others.

Audience Housing and community development professionals/advocates
Other stakeholders identified by City of Camas

Timeline September and October 2020

Community Survey

Description Community-wide survey of housing needs and preferences to be hosted online on the Let's Talk Camas Housing! website. Hard copies will also be available as needed.

Audience General public, including people living and working in Camas

Timeline Mid-September to mid-October 2020

Draft Housing Action Plan Presentations

Description Presentation of draft Existing Conditions and Housing Needs research findings. Discussion and feedback on recommended strategies/best practices for addressing identified housing needs and issues. Anticipated to be conducted by Zoom with focus group participants and general public.

Audience General public, including people living and working in Camas
Housing and community development professionals/advocates
Other stakeholders identified by City of Camas

Timeline November and December 2020

Boards and Commission Updates

Description Periodic updates to relevant Camas boards and commissions to inform of project progress and gather feedback.

Audience Camas Board and Commission members

Timeline September 2020 through February 2021

City Council Updates and Adoption Process

Description	Periodic updates to City Council to inform of project progress and gather feedback. Public presentations to City Council of draft and final HAPs in support of HAP adoption by Council.
Audience	Camas City Council General public, including people living and working in Camas
Timeline	September 2020 through June 2021

Project Stakeholders

The planning team will seek a variety of perspectives crucial to the housing planning process. For each of the following viewpoints, the City of Camas and the consulting team will identify relevant individual(s) and/or organization(s) invite to participate in a focus group.

- ❖ Camas Planning Department Staff
- ❖ Other Camas City Staff
- ❖ Camas Elected Officials
- ❖ Police Department / Code Enforcement Agency
- ❖ Clark County Planning Department
- ❖ Clark County Community Services
- ❖ Other Clark County Staff
- ❖ Vancouver Housing Authority
- ❖ Fair Housing Advocates
- ❖ Housing Developers/Builders
- ❖ Nonprofit Housing Developers
- ❖ Nonprofit Organizations
- ❖ Homeless Housing or Service Providers
- ❖ Neighborhood Organizations
- ❖ African American, Latino, or Other Racial/Ethnic Group Organizations or Associations
- ❖ Large Employers / Business Community Representatives
- ❖ Mortgage Lenders
- ❖ Real Estate Agents
- ❖ Transportation Agency
- ❖ Camas School District
- ❖ Faith-Based Organization / Large Churches
- ❖ Service or Advocacy Organization for People with Disabilities
- ❖ Service or Advocacy Organization for Seniors
- ❖ Mental Health Providers or Agencies
- ❖ Interested Residents

Advertisement and Communication

The planning team will inform the community about the HAP, publicize engagement opportunities, and provide updates on the planning process using a variety of outreach methods, including:

- ❖ **Let's Talk Camas Housing! website** (<https://LetsTalkCamasHousing.us>), which will include an introduction to the project, information about the public input sessions, input received from the community during the needs assessment process, drafts of the HAP, and the adoption process timeline. Via the website, visitors can sign up to receive email updates about the project.
- ❖ **City of Camas calendar postings**, which will inform the community about public input sessions, draft presentations, and any other public meetings associated with the project.
- ❖ **City of Camas Newsletter** articles about the project and ways to participate.
- ❖ **City of Camas social media** postings about public input sessions and project updates (Facebook, Twitter, and Camas Connect App).
- ❖ **Press release** about the project and the public input sessions to local media outlets, including the *Camas-Washougal Post-Record*, and display advertisement in the *Post-Record*.
- ❖ **Camas School District electronic newsletter** announcing the project, the website, and the public input sessions.
- ❖ **Lawn sign(s)** announcing the project and website placed in public locations.
- ❖ **Email updates** sent to project stakeholders and members of the public who attend the virtual input sessions or sign up for updates via Let's Talk Camas Housing.
- ❖ **Targeted advertisement** to key constituencies with particular housing needs or groups not frequently involved in community planning processes via local organizations. Specific communications methods to be decided upon with input from those organizations.



Staff Report

December 7, 2020 Council Workshop

Mark Marine Lease Extension

Presenter: Sam Adams, Utilities Manager

Phone	Email
360.817.7003	sadams@cityofcamas.us

BACKGROUND: Mark Marine currently has a 5-year lease agreement that expires at the end of the 2020 that allows them to use City property located at the west terminus of SE 12th Avenue with the City.

SUMMARY: The Marks' have a lease agreement to use City owned property on the west terminus of SE 12th Avenue next to the city's Wastewater Treatment Plant and adjacent to the Columbia River. The Marks' use both the City's land-based property and water-based property. The land is used to store an occasional boat, marine equipment and work vehicles. On the water, the Marks' have installed a marine platform with cranes and various ship maintenance equipment. Staff is recommending that the City extend the lease for one year through the end of 2021. This will give staff time to review the existing lease agreement, give time for staff to work with the Marks' to understand their current operations, and to negotiate any changes to the lease agreement if necessary. Staff has contacted the Marks' and they have agreed to a one-year extension at the current lease conditions.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? Provide additional time to review the lease and use of the City's property.

What's the data? What does the data tell us? N/A

How have communities been engaged? Are there opportunities to expand engagement? N/A

Who will benefit from, or be burdened by this agenda item? The City and Mark Marine.

What are the strategies to mitigate any unintended consequences? N/A

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. N/A

Will this agenda item improve ADA accessibilities for people with disabilities? N/A

What potential hurdles exists in implementing this proposal (include both operational and political)? N/A

How will you ensure accountabilities, communicate, and evaluate results? N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution? N/A

BUDGET IMPACT: This proposal will generate revenue for the City of Camas from the monthly lease payments made by Mark Marine. Current lease rate is \$1,700 per month.

RECOMMENDATION: This item is for Council information only. Staff recommends this item be placed on the Consent Agenda for Council consideration at the next available meeting.

Lease

Page 1

LEASE

THIS LEASE AGREEMENT made and executed this 7 day of March, 2016, by and between the CITY OF CAMAS, a municipal corporation organized and existing under the laws of the state of Washington, hereinafter referred to as "Lessor", and CRAIG MARK and DEBEE MARK, husband and wife, hereinafter referred to as "Lessee",

WITNESSETH:

Section 1. PREMISES LEASED: For and in consideration of the payment unto it by the Lessee of the rentals hereinafter specified, and performance by the Lessee of the covenants and obligations hereinafter provided to be kept and performed by the Lessee, the Lessor does hereby lease, demise and let unto the Lessee that certain real estate situate in Clark County, Washington, and more particularly described in Schedule "A" and Schedule "B", attached hereto and by this reference incorporated as a part hereof.

The Lessor retains an easement over and across from the demised premises for access to the Columbia River and for purposes of transporting and disposing of sludge from the sewer treatment plant on Lessor's properties abutting the demised premises.

Section 2. TERM: The initial term of this lease agreement shall be for a period of five (5) years, commencing on the 1st day of January, 2016, and terminating on the 31st day of December, 2020, subject however, to the right of either party to terminate this lease without cause upon providing 180 days written notice of such termination to the other party.

Section 3. RENTAL: Lessee hereby agrees and is firmly bound to pay as rental for the demised property during the stipulated term the sum of One Thousand Seven Hundred and No/100 Dollars (\$1,700.00) per month. Rental payments are payable in advance on the 5th day of each month.

Lease

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Section 4. WARRANTIES OF TITLE AND QUIET POSSESSION: Lessor covenants that Lessee is seized of the demised premises in fee simple and has the full right to make this lease, and that Lessee shall have quiet and peaceable possession of the demised premises during the term hereof.

Section 5. USE OF PREMISES: Lessee agrees that he will use the demised premises only for the purpose of storing pipe, steel pilings, crane booms, and other materials and equipment used in Lessee's construction business. Lessee covenants to maintain the demised premises in a neat and clean condition at all times. Lessee shall not commit, or suffer to be committed, any waste on the demised premises, or any nuisance. Lessee further agrees and covenants to abide by the laws of the State of Washington and all valid municipal laws and regulations in his use of the demised premises. Lessor shall have the option to terminate this lease agreement, if it is required to send more than three notices in writing to Lessee for breach of this section.

Section 6. ASSIGNMENT: Lessee shall not assign this lease agreement or sublet the whole or any part of the premises, nor permit the use or occupancy of said premises by persons other than the Lessee, without first obtaining the written consent of Lessor.

Section 7. ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST: Lessee shall not encumber by mortgage or deed of trust or other proper instrument his leasehold interest and estate in the demises premises. Lessee further covenants and agrees not to permit any laborers, mechanics, materialmen, or other liens to be placed upon the demised premises as a result of Lessee's use of said premises. If any such lien or encumbrance shall at any time be filed against the demised premises, Lessee shall cause the same to be discharged of record within twenty (20) days after the date of the filing of the same.

Section 8. IMPROVEMENTS: No improvements shall be made to the demised premises

Lease

Page 3

without Lessee's first obtaining the written consent of Lessor, which consent shall not be arbitrarily or unreasonably withheld. Upon termination or expiration of this lease agreement, all improvements shall be and remain the property of Lessor, provided however, that those improvements of a temporary nature which can be removed without damage to the demised premises may be retained by Lessee. Any improvements, materials, or equipment remaining on the premises ten (10) days after expiration or termination of this lease agreement shall be deemed abandoned and shall irrevocably be considered the property of Lessor.

Section 9. INSPECTION OF PREMISES: The Lessor, its agents, and employees, may enter the demised premises at any reasonable time to view and make inspections, and to determine if waste is being committed or suffered. In addition, Lessor shall retain a right-of-way over the demised premises to property lying to the west which is owned by Lessor.

Section 10. INDEMNIFICATION AND LIABILITY INSURANCE: Lessor and Lessor's agents, officers and employees shall not be liable to the Lessee for damage to person or property resulting from negligence of anyone other than Lessor, its agents, officers and employees, or for any damage to persons or properties resulting from any condition of the premises or other cause, including but not limited to damage by acts of God, unless such damage results from the negligence of Lessor or Lessor's agents, officers or employees.

Lessee agrees to indemnify and hold harmless the Lessor, its agents, officers and employees against and from any and all claims by or on behalf of any person, firm or corporation arising from the conduct or management of or from any work or thing whatsoever done by Lessee or his agents, contractors, servants or employees in or about the demised premises. Lessee will further indemnify and hold harmless Lessor, its agents, officers and employees against and from any and all claims arising from any breach or default on the part of the Lessee in the performance of any covenant or

Lease

Page 4

agreement on the part of the Lessee to be performed pursuant to the terms of this lease, or arising from any act or negligence of the Lessee, his agents, contractors, servants or employees and occurring during the term of this lease in or about the demised premises, and from and against all costs, attorneys' fees, expenses and liabilities incurred in and about any such claim or action or proceeding brought thereon. In case any action or proceeding be brought against the Lessor, its agents, officers or employees by reason of any such claim, the Lessor may, at its option, require that the Lessee resist or defend such action or proceeding at Lessee's own cost and expense, and by counsel reasonably satisfactory to the Lessor.

Lessee agrees to carry liability insurance protecting himself and the Lessor, its agents, officers and employees, from any claims of persons for injuries to life, person or property by reason of anything done or permitted to be done or suffered or omitted to be done by Lessee in and about the occupation and use of said premises. Such liability insurance shall be in the minimum amount of \$500,000.00 for any one person, \$1,000,000.00 for any one accident, and \$100,000.00 for property damage. Lessor shall be named as an additional insured in such liability insurance policy, and upon request by Lessor, Lessee agrees to deliver to Lessor a certificate of said insurance policy.

Section 11. VACATION OR ABANDONMENT: Upon vacation or abandonment of the premises by the Lessee without the written consent of the Lessor endorsed herein, Lessor may forthwith enter the premises or any portion thereof and re-let and otherwise exercise control of the same, and that for the purpose of such re-letting, said Lessor is authorized at the cost and expense of Lessee to make any reasonable repairs, changes, alterations or additions in or to said demised premises which may be necessary for the purpose of such re-letting. Such entry and control by Lessor shall not release Lessee from his obligations herein and Lessee shall remain liable and continued bound, unless the Lessor, at Lessor's election, should cancel the lease. Upon the giving of such notice

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of cancellation and release by Lessor to Lessee at Lessee's last known address, the Lessee shall be released from all further obligations hereunder.

Section 12. SURRENDER OF PREMISES: At the expiration of this lease or any other earlier termination thereof after Lessee shall have come into possession, Lessee shall return said premises to Lessor in the same order and condition as when Lessee entered possession, ordinary wear and tear, fire or other casualty excepted.

Section 13. HOLDING OVER: If Lessee shall hold over after the expiration of the term of this lease and shall not have agreed in writing with the Lessor upon the terms and provisions of a new lease prior to such expiration, the Lessee shall remain bound by all the terms and covenants hereof, except that the tenancy shall be one from month-to-month.

Section 14. DEFAULT: This lease agreement is made upon the express condition that if Lessee shall be in arrears of the payment of the rental for a period of ten (10) days after the same becomes due, or if Lessee shall fail or neglect to keep, perform or observe any of the covenants and agreements contained herein, and if such default shall continue for fifteen (15) days or more after written notice setting forth the specific breach of this lease agreement shall be given to Lessee by Lessor, or if Lessee shall be declared bankrupt or insolvent according to law, or if any assignment of Lessee's property shall be made for the benefit of creditors, then the Lessor may, at its option, without further notice or proceedings, enter upon and take possession of the demised premises, expel Lessee, and remove Lessee's effects at Lessee's expense, forcibly if necessary, and store the same without being deemed guilty of trespassing and conversions, and without prejudice to any remedy which might otherwise be used in the event of Lessee's default.

Section 15. LICENSES AND PERMITS: Lessee shall be responsible for obtaining all necessary municipal, county, state, and federal permits and licenses required by his use of the demised

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premises and his construction of improvements thereon, which shall include any permits or licenses required by the Shorelines Management Act of 1971, Chapter 90.58, Revised Code of Washington.

Section 16. ATTORNEYS' FEES AND COSTS: In any action to enforce the terms, conditions and covenants of this lease, the prevailing party shall be entitled to be reimbursed for his court costs and such amount as the court shall deem reasonable as attorneys' fees.

Section 17. WAIVER: The covenants of this lease agreement are continuing covenants, and no assent, expressed or implied, by Lessor to any breach of Lessee's covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or other covenants.

Section 18. MODIFICATION: This lease may not be modified except by endorsement in writing, dated and signed by the parties hereto, and Lessor shall not be bound by any oral or written statement of any servant, agent or employee modifying this lease.

Section 19. PARTIES BOUND: The rights, liabilities and remedies provided for herein shall extend to the heirs, legal representatives, successors, and so far as the terms of this lease agreement permit, assigns of the parties hereto, and the words Lessor and Lessee and their accompanying verbs or pronouns, wherever used in this lease, shall apply equally to all persons, firms or corporations which may be or become parties hereto.

Section 20. NOTICES: Any notice required by the terms of this lease to be given by one party hereto to the other party shall be sufficient if it be in writing and deposited in the U.S. Mail, certified mail, return receipt requested, with postage fully prepaid, addressed to the appropriate party at his last known address. Any such notice shall be deemed conclusively to have been delivered to the addressee thereof within seventy-two (72) hours, excluding Sundays and legal holidays, after the deposit thereof in the U.S. Mail.

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IN WITNESS WHEREOF, we have hereunto set our hands on the day and year first above written.

CITY OF CAMAS

By: _____

Mayor

Craig Mark

Debee Mark

"Lessor"

"Lessee"

STATE OF WASHINGTON)
) ss.
 COUNTY OF CLARK)

On this 7 day of March, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared SCOTT HIGGINS, to me known to be the Mayor of the City of Camas, a municipal corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Ronda L. Syverson
 NOTARY PUBLIC in and for the State
 of Washington, residing at Camas
 My commission expires: 10/18/2018

RONDA L. SYVERSON
 NOTARY PUBLIC
 STATE OF WASHINGTON
 COMMISSION EXPIRES
 OCTOBER 18, 2018

EXHIBIT "A"

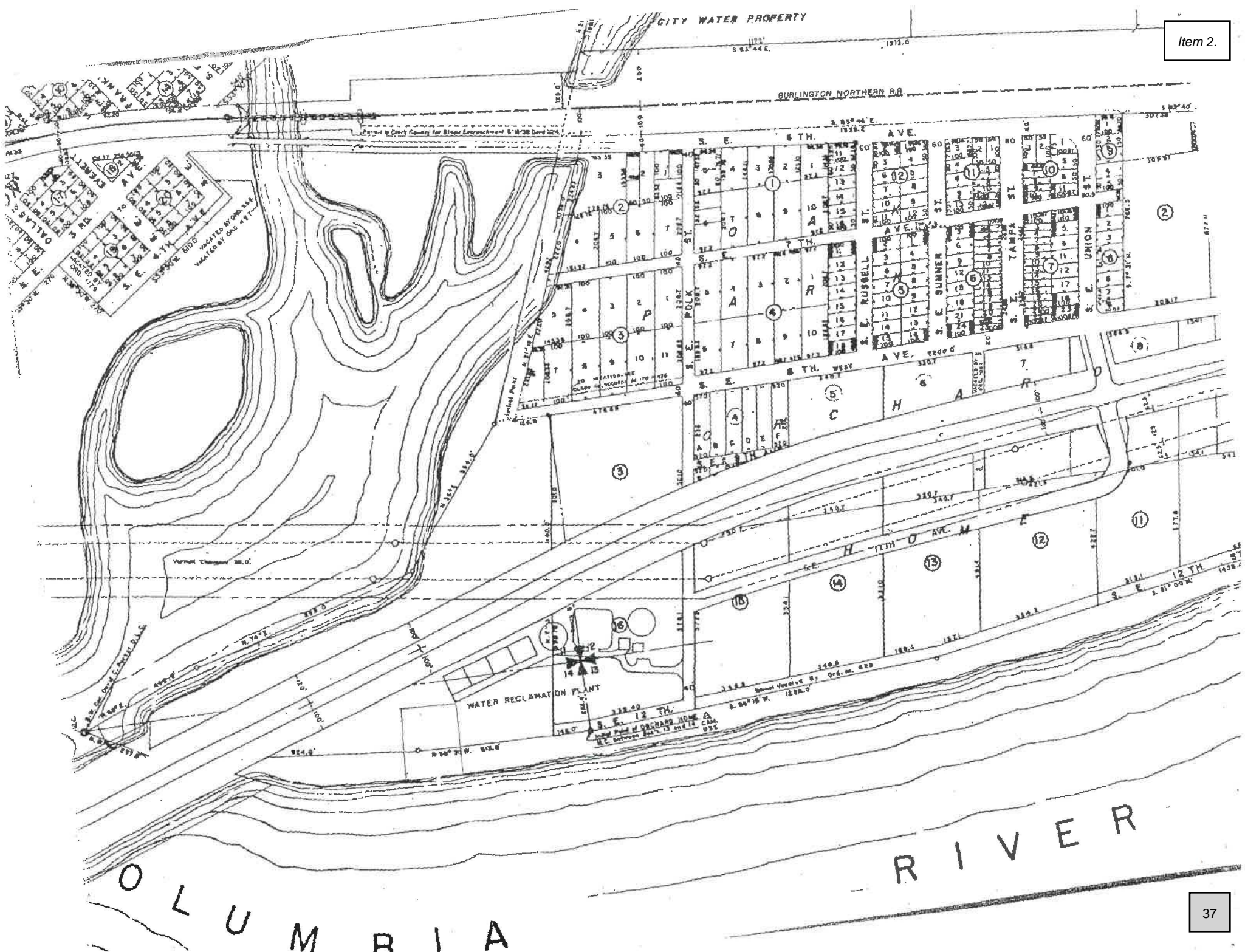
A portion of Lot 147 containing 0.93 acres located in the Northeast Quarter of the Northeast Quarter of Section 14, Township 1 North, Range 3 East of the Willamette Meridian, Clark County Washington, more particularly described as follows:

Beginning at the Northeast corner of Section 14 at a 1" iron pipe; Thence South 53 Degrees 26 Minutes 50 Seconds West 496.60 feet to the true point of beginning; Thence North 88 Degrees 38 Minutes 50 Seconds West 177.83 feet; Thence North 70 Degrees 41 Minutes 18 Seconds West 174.47 feet; Thence North 54 Degrees 08 Minutes 44 Seconds East 189.19 feet; Thence South 75 Degrees 13 Minutes 47 Seconds East 133.62 feet; Thence South 23 Degrees 21 Minutes 48 Seconds East 151.03 to the true point of beginning.

EXHIBIT "B"

A shoreline easement located in the Northeast Quarter of the Northeast Quarter of Section 14, Township 1 North, Range 3 East, of the Willamette Meridian, Clark County Washington, more particularly described as follows:

Beginning at the Northeast corner of section 14 at a 1" iron pipe; Thence South 01 Degrees 15 Minutes 35 Seconds West 253.40 feet to a point on the south line of Southeast 12th Avenue; Thence North 88 Degrees 30 Minutes West 61.92 feet along Southeast 12th Avenue to the true point of beginning; Thence South 8 Degrees 48 Minutes 30 Seconds East 100 feet more or less to the shoreline of the Columbia River; Thence South 82 Degrees 52 Minutes 12 Seconds West 31.63 feet along said shoreline; Thence North 8 Degrees 48 Minutes 30 Seconds West 100 feet more or less to a point on the south line of Southeast 12th Avenue; Thence South 88 Degrees 30 Minutes East 32.13 feet to the true point of beginning.



LEASE EXTENSION AGREEMENT

THIS EXTENSION OF LEASE AGREEMENT made this _____ day of _____, by and between by and between the CITY OF CAMAS, a municipal corporation organized and existing under the laws of the state of Washington, hereinafter referred to as "Lessor", and CRAIG MARK and DEBEE MARK, husband and wife, hereinafter referred to as "Lessee",

RECITALS:

1. On March 7, 2016, CITY OF CAMAS, a municipal corporation organized and existing under the laws of the state of Washington, as Lessor, and CRAIG MARK and DEBEE MARK, husband and wife, as Lessee, entered into a Lease Agreement for the premises described in Exhibit "A" attached hereto and by this reference incorporated herein.

2. The current term of the Lease expires on December 31, 2020.

3. The parties desire to extend the term of the Lease for one additional year as hereinafter set forth.

Now, therefore, in consideration of the mutual covenants and conditions hereinafter set forth, Lessor and Lessee agree as follows:

Section 1. Extension of Term of Lease. The term of the aforescribed Lease is hereby extended from December 31, 2020 to December 31, 2021.

Section 2. Ratification. Except as expressly modified by the terms of this Extension of Lease Agreement, Lessor and Lessee hereby ratify the remaining terms and conditions of the aforescribed Lease Agreement, and agree that such provisions shall remain in full force and effect by and between the parties hereto during the extended term of the Lease Agreement.

CITY OF CAMAS

Craig Mark

Debee Mark

“Lessee”

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Barry McDonnell, to me known to be the Mayor of the City of Camas, a municipal corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires: _____



Staff Report

December 7, 2020 Council Workshop

NW 38th Avenue Improvements, Phase 3, Professional Services Agreement
(Submitted by James Carothers, Engineering Manager)

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

BACKGROUND: This project will complete the final phase of street and frontage improvements within the NW 38th Avenue corridor. It will extend the Phase 2 improvements that were constructed in June 2016 that began further west and went to the intersection of Parker Street and 38th Avenue. Construction will include approximately 2,360 linear feet of roadway and frontage improvements, beginning at the intersection of NW 38th Avenue and NW Parker Street and terminating at the existing frontage improvements in front of Grass Valley Park to the east. It is anticipated that the project will require 12 months to design, and an additional 12 months to acquire right-of-way.

SUMMARY: The proposed roadway will be a three-lane minor arterial with two 12-foot wide travel lanes and a center median/left turn lane. Bike lanes and sidewalks will be constructed on both sides of the roadway. The project is adjacent to wetlands and will require property acquisition.

Preliminary Phase 3 construction plans and a preliminary construction cost estimate were developed to a 30% level during the Phase 2 design process. Estimated Preliminary Engineering and Right-of-Way costs were calculated based on the 2016 preliminary construction cost estimate and adjusted for inflation.

Updated Preliminary Engineering costs are approximately \$106,000 higher than the prior estimated costs. This difference is due to the need for new environmental permits and topographic survey, as well as additional analysis to explore construction cost savings. However, the prior Estimated Right-of-Way cost assumed a greater quantity of upland property acquisition than what will actually be required. Therefore, the actual Right-of-Way cost is anticipated to be significantly less than what was initially estimated. This decrease in land acquisition cost is expected to be greater than the additional cost of preliminary engineering.

Preliminary Engineering and Right-of-Way costs are shown in the table below.

	Federal Grant Funds	Local Funds	Total
Prior Estimated Preliminary Engineering (PE)	\$335,700	\$130,300	\$466,000
Prior Estimated Right-of-Way (RW)	\$477,900	\$335,100	\$813,000
Prior Preconstruction Estimated Total	\$813,600	\$465,400	\$1,279,000
Updated Preliminary Engineering (PE)	\$335,700	\$236,300	\$572,000
Updated Right-of-Way (RW)	\$477,900	\$229,100*	\$707,000*
Updated Preconstruction Estimated Total	\$813,600	\$465,400*	\$1,279,000*

* These costs are expected to be lower than shown due to decreased property acquisition costs

Staff has negotiated this Professional Services Agreement with PBS to provide engineering design, environmental permitting and right-of-way coordination services. The cost of this agreement is \$670,651.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item?

Formal acceptance from Council on a future consent agenda.

What's the data? What does the data tell us?

N/A

How have communities been engaged? Are there opportunities to expand engagement?

Through the public process for the Camas Comprehensive Plan. Additional Community involvement will occur as the design commences.

Who will benefit from, or be burdened by this agenda item?

City of Camas residents will benefit from improved roadway safety as a result of increased roadway width and lighting.

What are the strategies to mitigate any unintended consequences?

Careful design consideration and City staff review of design.

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.

No

Will this agenda item improve ADA accessibilities for people with disabilities?

Yes

What potential hurdles exists in implementing this proposal (include both operational and political)?

No operational or political hurdles are expected.

How will you ensure accountabilities, communicate, and evaluate results?

Established procedures for consultant coordination will be followed, including regular meetings and internal reviews of project documents.

How does this item support a comprehensive plan goal, policy or other adopted resolution?

The project completes the final phase of a transportation corridor in accordance with the Camas Comprehensive Plan and the Camas Transportation Impact Fee Study Update.

BUDGET IMPACT: As shown above, the City has secured \$813,600 in federal grant funds to support design and right-of-way of this project. The remaining \$465,400 in local funding will be supported through Traffic Impact Fees and the Real Estate Excise Tax fund. This project is proposed in the 2021/2022 biennial budget.

RECOMMENDATION: Staff will present this Professional Services Agreement on the next Council consent agenda.

Local Agency A&E Professional Services Item 3. **Negotiated Hourly Rate Consultant Agreement**

Agreement Number: _____

Firm/Organization Legal Name (do not use dba's): PBS Engineering and Environmental Inc		
Address 415 W 6th Street, Suite 601, Vancouver, WA 98660	Federal Aid Number STPUL-703(004)	
UBI Number 601-152-088	Federal TIN 93-0870218	
Execution Date	Completion Date 12-31-2024	
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title 38th Avenue Street Improvements, Phase 3		
Description of Work Work will include traffic, structural, and design engineering, environmental permitting, public involvement, right of way acquisition, and other related professional services for the 38th Avenue Phase 3 Project. Professional services will include evaluations of alignment and profile alternatives, wall types, and utility coordination.		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: 670,651.10

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of Item 3.
AGREEMENT, between the City of Camas,
hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this
AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1)
of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the
required commitment and therefore deems it advisable and desirable to engage the assistance of a
CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to
professional registration, if applicable, and has signified a willingness to furnish consulting services to the
AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or
attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and
necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services,
labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and
complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A”
attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was
developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall
receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or
individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress,
and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials,
groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT
sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or
days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will
outline in written and graphical form the various phases and the order of performance of the SERVICES in
sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws,
rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under
this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the
State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: James Carothers, P.E.
 Agency: City of Camas
 Address: 616 NE 4th Avenue
 City: Camas State: WA Zip: 98607
 Email: jcarothers@cityofcamas.us
 Phone: 360-817-7230
 Facsimile: 360-834-1535

If to CONSULTANT:

Name: Cory Kratovil, P.E.
 Agency: PBS Engineering and Environmental INC.
 Address: 415 W. 6th St, Suite 601
 City: Vancouver State: WA Zip: 98660
 Email: Cory.Kratovil@pbsusa.com
 Phone: 360-567-2121
 Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to Item 3. CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have 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 it 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, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- 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 “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: James Carothers, P.E.

Agency: City of Camas

Address: 616 NE 4th Avenue

City: Camas State: WA Zip: 98607

Email: jcarothers@cityofcamas.us

Phone: 360-817-7230

Facsimile: 360-834-1535

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTS, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Scope of Work

Project No.

Exhibit A

Scope of Work: 38th Avenue Street Improvements, Phase 3

City of Camas

City of Camas Project #T1024

PBS Project PR71519.000

I. Introduction

PBS Engineering and Environmental Inc. (PBS) and their Consultant team have been selected by the City of Camas (City) to perform traffic and design engineering, environmental permitting, public involvement, and other related professional services for the 38th Avenue Street Improvements, Phase 3 project. Professional services will include roadway engineering, structural engineering, environmental process and permits, and utility coordination.

The project team includes:

1. PBS – Prime consultant/project management, civil, survey, geotechnical, landscape architecture, public involvement support
2. WSP – Environmental permitting, wetland investigations, NEPA documentation
3. Archaeological Investigations Northwest (AINW) – cultural resources investigation
4. Universal Field Services (UFS) – right-of-way acquisition
5. Global Transportation Engineering (GTEng) – Traffic engineering (underutilized disadvantaged business enterprise [UDBE])
6. 3D Infusion – Structural drafting (UDBE)
7. Magna LLC – Geotechnical drilling (UDBE)

The project is funded through design and right-of-way phases with federal funds. Although there are currently no construction funds, this project is anticipated to be constructed in 2023.

II. Project Description and Background

The project will complete the final phase (Phase 3) of street and frontage improvements within the SE 20th Street/NW 38th Avenue corridor. Scope of work will include reconstruction of approximately 2,360 linear feet of roadway and frontage improvements along NW 38th Avenue, beginning at the intersection of NW 38th Avenue and NW Parker Street and terminating at the existing frontage improvements at Grass Valley Park.

The existing roadway has two lanes and is approximately 22 feet wide with no shoulders.

The proposed roadway will be a three-lane minor arterial with a curb-to-curb width varying between 40 and 46 feet. It is anticipated that the finished roadway will have two 12-foot-wide travel lanes and a center median/left-turn lane of variable width. Bike lanes and sidewalks will be constructed on both sides of the roadway.

This project extends the Phase 2 improvements that were constructed in June 2016. Preliminary Phase 3 construction plans were developed to a 30% level during the Phase 2 design process. A wetland delineation and a mitigation plan were approved for Phases 2 and 3, but the wetland delineation has since expired.

The project is anticipated to take 12 months of design and an additional 12 months of right-of-way acquisition.

III. Project Assumptions

1. The existing signal at Parker Street and 38th Avenue will not be impacted or adjusted with this project.
2. Project is anticipated to go out to bid in late 2022 or early 2023.
3. Project is anticipated to be constructed in 2023.
4. City will update the project prospectus, the City's Washington State Department of Transportation (WSDOT) Local Agency Agreements, supplements, and other WSDOT contracting items.
5. Stormwater flow control analysis will result in an underground detention pipe.
6. Permit fees will be paid for by the City.
7. All documents will be provided in electronic format.
8. The Consultant will coordinate with City staff regarding drafting standards and conventions.
9. Project has excluded all work below the ordinary high water mark (OHWM) of Fishers Swale. Any change in design that results in work below the OHWM will require a new scope and fee.
10. This project will not impact the existing culverts and wingwalls within the project limits.
11. The critical areas and minor design review application will be processed as Type 2 applications, and hearing examiner approval will not be required.
12. The City will conduct one round of review for all permit narratives and technical memoranda and provide a consolidated set of comments. Documents will be provided electronically.
13. Meetings are limited to those defined in project tasks.
14. The Consultant will assemble and submit applications to the City.
15. The National Environmental Policy Act (NEPA) review process will be a categorical exclusion process and the Categorical Exclusion Documentation Form and technical reports will be sufficient for environmental documentation. The preparation of an environmental assessment (EA) or environmental impact statement (EIS) is not included in this scope of work.
16. Washington State Department of Transportation Local Programs (WSDOTLP) and the City are responsible for permit review timelines, approvals, conditions of approval, and decisions.
17. A Hydraulic Project Approval (HPA) will not be required.
18. Construction staging plans are not included in contract.
19. The City will perform stakeholder outreach.
20. The City will determine recipients, print, and mail project mailers.

IV. Duties and Responsibilities of PBS

Task 1: Project Management and Administration

PBS will oversee project tasks and coordinate with City representatives to manage the scope, schedule, and budget for the preliminary engineering phase. This project is assumed to take up to 24 months to complete and advertise for construction.

Subtask 1.1: Contract Administration, Invoicing, and Progress Reports

1. *Prepare and submit monthly invoices.* Each invoice will include: date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses and associated markups; total cost for labor and expenses for the billing period; subconsultants fees including markups for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
2. *Prepare a Contract Summary Report to accompany the monthly invoices.* The Contract Summary Report will list the amount billed the current period, total amount billed to date, total amount remaining under contract, and contract expiration date.
3. *Prepare Project Status Reports.* The Project Status Reports will list the amount billed the current period, total amount billed to date, total amount remaining under contract, and contract expiration date.
4. *Maintain all required-contract documentation.* Provide copies of project files and records to the City for audits and public information requests. Final documents shall be provided in electronic format as requested.
5. Maintain WSDOT Diversity Management Compliance System with monthly update on UDBE expenses.

Deliverables:

1. Monthly invoices, Contract Summary Reports, and Project Status Reports
2. Project documentation, upon request

Subtask 1.2: Meetings

This item includes the coordination and meetings necessary to successfully complete the project.

1. Preparation for and attendance at project kickoff meeting with City staff including up to two PBS staff attending a 2-hour kickoff meeting with City staff in Camas.
2. Up to 40 weekly phone meetings with City staff.
3. Up to 12 internal PBS design team coordination and meetings.
4. Preparation for and attendance at 8 monthly project coordination meetings with City staff including one PBS staff. Other consultant team members will attend meetings as needed.
5. Meet with City staff after the review of the 30%, 60%, 90%, and Final plan submittals. These meetings will be attended instead of the monthly meeting these months.

Deliverables:

1. Meeting agenda and meeting summaries

Subtask 1.3: Management, Coordination, and Direction

1. The schedule will identify consultant tasks and items provided by the City and other consultants. The schedule shall be updated as circumstances require or as requested by the City (assumes one update).
2. The Consultant will prepare and submit an activities list and schedule to the City following the notice to proceed. The schedule will show appropriate milestones for the project, including intermediate and final submittal dates for design documents and key decision points.
3. The Consultant shall coordinate consultant tasks and activities with the City.

Deliverables:

1. Project schedule and schedule update
2. Summary notes of coordination efforts

Task 2: Surveying

Subtask 2.1: Surveying and Base Map

PBS will perform boundary resolution, topographic surveying, and data collection services to include the following:

1. Establish a control network throughout the project limits based on the Clark County horizontal and vertical datum (NAD 83/91 & NGDV29/47).
2. Conduct research of existing records for information on deeds, surveys, plats, road right-of-way, and easements along the project corridor.
3. The survey field crew will collect data (property corners, right-of-way/centerline monuments, control and physical boundary/right-of-way features) in the project area and relevant to the project site. The project surveyor will then review research and field data and determine the current right-of-way location.
4. Order and obtain title reports for adjacent properties.
5. Perform topographic survey along the project corridor starting from the intersection of NW Parker Street and NW 38th Avenue, including approximately 2,500 feet east along NW 38th Avenue (full right-of-way). PBS will also survey the additional areas of NW Inglewood Street and along the private properties as defined on the attached survey limits exhibit. PBS will conduct research of existing records for information on available as-built and utility maps, request one-call utility locates and field survey existing above ground features (e.g., edge of pavement, curbs, sidewalks, buildings, trees, utilities, etc.), including cross sections necessary to produce 1-foot contour intervals. Prepare existing surface model reflecting collected topographic survey and breaklines.
6. Upon completion of topographic survey and development of the surface model, PBS will prepare an existing conditions base map showing mapped features and utilities collected from both survey and as-built plans.
7. Consultant will conduct site visits, take project photos of each property along the corridor and conduct field verification of survey data represented in project base map. Consultant will use photographs to document pre-project conditions.
8. Consultant will tie wetland flags using RTK (GPS) equipment in designated areas west of NW Parker Street and add locations to the survey base map.

Subtask 2.2: Pothole Survey Ties

1. Consultant will conduct pothole ties along designated locations for applicable utilities (assumes 15 potholes).

Subtask 2.3: Pre-Construction Record of Survey

1. PBS will meet with City staff to discuss right-of-way issues discovered prior to completing the survey. Once the right-of-way has been resolved a "Pre-construction" Record of Survey will be filed with the Clark County Surveyor's Office showing the centerlines, right-of-way lines, and found monuments within the right-of-way along the project route.

Assumptions:

1. Traffic control (flagging) will be billed as an expense
2. Traffic control plan (TCP) will be provided by the traffic control company and billed as an expense
3. Title reports will be billed as an expense
4. All pre-construction recording and associated fees (county review, mylar, etc.) will be billed as an expense

Deliverables:

1. Topographic survey
2. Pre-construction record of survey
3. Surface model
4. Base map
5. Legal descriptions and exhibits
6. Project photos

Task 3: Geotechnical Engineering

Geotechnical evaluation was completed for Phase 3 in conjunction with previous work for the project. Based on the current approach, PBS is proposing additional explorations and analyses to develop retaining wall solutions and confirm subsurface conditions along the alignment. We anticipate using the Phase 2 pavement section including cement amended subgrade.

Subtask 3.1: Geologic Map and Report Review

Geologic maps of the site area will be reviewed for information regarding geologic conditions and hazards at or near the site. PBS will also review geotechnical engineering reports for projects at the site and in the vicinity if available.

Subtask 3.2: Subsurface Exploration

Borings

Subsurface conditions will be explored by completing three borings using ATV drill rig. Borings will be advanced to depths of up to 30 feet below the existing ground surface (bgs) or practical refusal of the drilling equipment, whichever occurs first. In situ, standard penetration tests will be performed at 2.5- to 5-foot intervals. PBS will attempt to obtain undisturbed samples in thin-wall Shelby tubes for additional laboratory testing. The borings will be logged, observed groundwater levels noted, and representative soil samples collected by a member of the PBS geotechnical engineering staff.

Hand Augers

Subsurface conditions along the toe of the existing embankment slope will be explored by completing 4 to 6 hand augers to depths of 2 to 4 feet bgs to estimate the required depth of over-excavation in fill areas.

Soils Testing

Samples will be returned to our laboratory and classified by the Unified Soil Classification System (ASTM D2487) and/or the Visual-Manual Procedure (ASTM D2488). Laboratory tests may include natural moisture contents, Atterberg limits, and grain-size analyses, as appropriate.

Subtask 3.3: Geotechnical Engineering Analyses

The data collected during the subsurface exploration, literature research, and testing will be analyzed to develop geotechnical recommendations for design and construction.

Deliverable:

A geotechnical engineering report will be prepared containing the results of our work, including the following information:

1. Field exploration logs and site plan showing approximate exploration locations
2. Laboratory test results
3. Groundwater considerations
4. Liquefaction potential
5. Lateral earth pressures for design of sheet pile retaining walls, including:
 - a. Active, passive, and at-rest earth pressure coefficients
 - b. Soil unit weight, phi angle, and cohesion
 - c. Seismic lateral force
 - d. Groundwater and drainage considerations
6. Earthwork and grading, cut, and fill recommendations:
 - a. Structural fill materials and preparation, and reuse of on-site soils
 - b. Wet weather considerations
 - c. Utility trench excavation and backfill requirements
 - d. Temporary and permanent slope inclinations
7. Seismic design criteria in accordance with the current American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) and WSDOT Geotechnical Design manual (GDM)
8. Pavement subgrade preparation recommendations

Task 4: Environmental Review and Documentation

Subtask 4.1: Environmental Review and Documentation

The Phase 3 project has received federal funding and will require review and documentation under NEPA through WSDOT local programs, including Endangered Species Act (ESA) review. The Consultant will complete the NEPA CE Documentation Form and compile the NEPA environmental documentation in accordance with Chapter 24 of the Local Agency Guidelines (LAG) Manual, NEPA Categorical Exclusions.

In addition, federal, state, and local permits that were previously obtained for Phase 3 have expired, and an updated wetlands and water body delineation and new permit documents will be needed. Prior permits did not include NEPA Categorical Exclusion documentation. Permits will include a US Army Corps of Engineers (USACE) Section 404 authorization; Washington State Department of Ecology (Ecology) Section 401 Water Quality Certification; Washington Department of Fish and Wildlife (WDFW) hydraulic project approval; along with City of Camas minor design review, critical areas, and tree permit applications. Contingency tasks include a biological assessment and State Environmental Policy Act (SEPA) checklist, as WSDOT and the City will need to confirm these processes based on project impacts to be assessed as part of this scope of work.

Environmental Coordination (WSP)

The Phase 3 project has received federal funding and will require review and documentation under NEPA through WSDOT local programs, including ESA review. The Consultant will complete the NEPA Categorical Exclusion Documentation Form and compile the NEPA environmental documentation in accordance with Chapter 24 of the LAG Manual, NEPA Categorical Exclusions.

In addition, federal, state, and local permits that were previously obtained for Phase 3 have expired, and an updated wetlands and water body delineation and new permit documents will be needed. Prior permits did not include NEPA CE documentation. Permits will include a USACE Section 404 authorization; Ecology Section 401 Water Quality Certification; along with City of Camas minor design review, critical areas, and tree permit applications. Contingency tasks include a biological assessment (BA) and SEPA checklist, as WSDOT and the City will need to confirm these processes based on project impacts to be assessed as part of this scope of work.

This task includes the coordination meetings necessary to complete the project, including WSP's participation in:

1. Project kickoff meeting with City staff
2. Monthly team meetings with City staff over the course of the project
3. Internal team meetings with the design team; two Consultant staff will prepare for and attend

Assumptions:

1. Project kickoff meeting will be for two hours and attended by two Consultant staff.
2. Eight monthly team meetings will be for one hour and attended by two Consultant staff.
3. Three internal team meetings will be for two hours and attended by two Consultant staff.
4. Additional meetings with WSDOT beyond those described in the tasks below will not be required.
5. All meetings will be virtual.
6. PBS will prepare all meeting agendas and minutes.
7. Project management, including time for invoicing, over the 18-month project is included in each of the tasks below.

Deliverable:

1. Attend 12 meetings

Updated Wetland and Waterbodies Delineation

The previous wetland delineation is more than five years old and is no longer valid. Therefore, the Consultant will redelineate the boundaries of wetlands and OWHM of Fishers Swale within the study area. Wetland boundaries will be delineated in accordance with the criteria and methods described in the USACE 2010 *Regional Supplement to the USACE Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region – Version 2.0* (2010). OWHM boundaries will be demarcated according to the criteria defined in the Ecology publication titled *Determining the Ordinary High-Water Mark for Shoreline Management Act Compliance in Washington State* (2016). The study area for the project includes portions of the rights-of-way starting at the intersection of NW 38th Avenue and NW Parker Street continuing east approximately 0.5 mile, and portions of parcel numbers 177665000, 177678000, 177683000, 177671005, 125395000, 125408000, 124980000, and 125010000. Total study area is estimated to be 9.5 acres in size and 0.5 mile long.

To complete this work, the Consultant will conduct the following tasks:

1. Review background information, including soil maps, topographic maps, National Wetland Inventory maps, and recent and historic aerial photos to assist in determining the location of jurisdictional wetlands.
2. Conduct a field investigation and collect data, determine the wetland boundaries, record the boundaries using a GPS unit capable of post-processed sub-meter accuracy, and flag them in the field for future verification by regulating agencies and for survey.
3. Delineate the OWHM of Fishers Swale south of the existing roadway east of the intersection with NW Parker Street.
4. Compile the data collected in the field onto wetland data sheets and summarize the results in report form.
5. Assess all delineated wetlands using the most recent version of the *Washington State Wetland Rating System for Western Washington* (2014).
6. Prepare the graphics required for concurrency by the regulating agencies for inclusion in the delineation report.
7. Prepare a draft and final project-specific wetland and waterbodies delineation and assessment report for the study area that summarizes the findings of the field investigations.
8. A senior scientist will participate in a meeting with the Consultant design team to discuss the mapped wetlands within the corridor and identify opportunities to avoid and minimize wetland impacts and permitting strategies.

Assumptions:

1. Delineation report includes up to 10 graphics.
2. Wetland delineation field work will be limited to eight hours.
3. Based on the previous wetland study, there are five wetlands within the Phase 3 study corridor.
4. The City will coordinate rights-of-entry to parcels not owned by the City.
5. The City will conduct one round of review on the wetland delineation; any resulting edits will be minor and will not require additional technical analysis.
6. A senior scientist will participate in a two-hour virtual meeting with the Consultant design team.

7. Wetland field work will include up to eight hours of staff time.
8. No formal agenda or meeting minutes will be prepared from the meeting.

Deliverable:

1. Draft and final updated wetlands and waterbodies delineation report

Subtask 4.2: NEPA Process

Methods and Assumption Categorical Exclusion Documentation

The Consultant will conduct an early virtual meeting with WSDOT Southwest Region Local Programs and City staff. This meeting is intended to reach a common understanding between the project team and agency staff regarding review protocols and the level of detail needed to support the environmental considerations included in the NEPA Categorical Exclusion Documentation Form that will be prepared for the project. For this meeting, the Consultant will use the NEPA Categorical Exclusion Documentation Form for discussion with WSDOT and City staff to review each section documenting required NEPA documentation. Following the meeting, the Consultant will provide written bullets documenting the discussion for each section of the form with WSDOT and the City and addressing:

1. Verification of the agencies responsible for NEPA and SEPA review and identification of staff contacts.
2. Affirmation of the level of technical support documentation to be provided.
3. Verification of the level of NEPA review, which is anticipated to be a categorical exclusion.

Assumptions:

1. A one-hour virtual meeting with WSDOT and City staff attended by the Consultant project manager from PBS and a senior planner and senior scientist from WSP.
2. The Categorical Exclusion Documentation Form bullets will document the required environmental technical reports and no agenda or meeting minutes will be prepared.

Deliverables:

1. Draft and final NEPA Categorical Exclusion Documentation Form noting required NEPA documentation

NEPA Categorical Exclusion Documentation

Compliance with NEPA will be documented in a Categorical Exclusion Documentation Form and supporting documentation, including technical memoranda created for the project. Table 1 shows the discipline areas that will be addressed through the Categorical Exclusion Documentation Form, those that will require additional technical analysis and documentation, and the team member responsible for each element. The Consultant will complete the NEPA Categorical Exclusion Documentation Form and compile the NEPA environmental documentation in accordance with Chapter 24 of the LAG Manual, NEPA Categorical Exclusions – A Guidebook for Local Agencies, and other appropriate WSDOT and/or Federal Highway Administration (FHWA) guidance documents.

Table 1. NEPA Environmental Elements and Proposed Documentation

NEPA CE Environmental Elements	Proposed Documentation	Team Member
Part 4: Environmental Considerations		
Air Quality	CE Documentation Form	WSP

NEPA CE Environmental Elements	Proposed Documentation	Team Member
Critical/Sensitive Areas	Sole Source Aquifer Checklist Critical Areas Report	PBS WSP
Cultural Resources/Historic Structures	Cultural Resources Report	AINW
Floodplains and Floodways	CE Documentation Form	WSP
Hazardous and Problem Waste	Right sized Hazardous Materials Report	PBS
Noise	CE Documentation Form	WSP
Parks, Recreation Areas, Wildlife Refugees, Section 4(f)/6(f), etc.	<i>de minimus</i> Impact Determination	PBS
Agricultural Lands	CE Documentation Form	WSP
Rivers, Streams or Tidal Waters	CE Documentation Form	WSP
Tribal Lands	CE Documentation Form	AINW/WSP
Visual Quality	CE Documentation Form	WSP
Water Quality/Stormwater	Water Quality/Stormwater Report	PBS
Commitments	CE Documentation Form and Commitments Registry	PBS
Environmental Justice	EJ Memo, EJ Matrix, and Census Data	WSP
Part 5. Biological Assessment and Essential Fish Habitat Evaluations	No Effect Letter	WSP

Table 1 shows the discipline areas that will be addressed through the Categorical Exclusion Documentation Form, those that will likely require additional technical analysis and documentation, and the Consultant team member responsible for each element. This scope of work assumes the NEPA process will be classified as a categorical exclusion, and additional disciplines/reports or analysis beyond those assigned in Table 1 will not be necessary.

A WSDOT Categorical Exclusion Documentation Form will be completed. The Consultant will finalize the form based on one round of City review and will submit copies of the final form to WSDOT for review. The Consultant will finalize the form based on one round of WSDOT review.

Assumptions:

1. WSDOT is responsible for NEPA review timelines and decisions.
2. NEPA documentation is assumed to be a categorical exclusion, and the preparation of an EA or EIS is not included in this scope of work.
3. Document preparation will begin upon the selection of a preferred alternative.
4. Up to 14 hours of coordination between the Consultant and WSDOT staff is included in this task.
5. The project is exempt for additional air quality analysis per 40 CFR 93.126 – shoulder improvements and bicycle/pedestrian facilities.
6. The critical areas report prepared for City permits will document the existing critical and sensitive areas, wildlife, rare plants, or habitat located within the project area and no additional documentation is required.

7. The project does not meet the criteria for when a noise analysis is needed, and no additional documentation is required.
8. No impacts to floodplains and floodways are anticipated, and no additional work is expected.
9. No impacts to resource lands or prime farmlands are anticipated, and no additional work is expected.
10. No impacts to rivers, streams, or tidal waters are anticipated, and no additional work is expected.
11. No impacts to visual resources are anticipated and no additional work is expected.
12. Technical memoranda noted above are included as separate tasks.
13. Form will occur; these will require minor edits and will not require additional technical analysis.

Deliverables:

1. Draft and final Categorical Exclusion Documentation Form

Sole Source Aquifer Checklist

The proposed project is located within the Troutdale Aquifer System, a sole source aquifer that is regulated by the Environmental Protection Agency (EPA) under 1424(e) of the Safe Drinking Water Act of 1974 (Public Law 93-523, 42 USC. 300 et seq.). A memorandum of understanding (MOU) exists between EPA, WSDOT, and FHWA that identifies when a sole-source aquifer review by EPA is required for federal aid projects in Washington State. Attachment C of the MOU specifies that projects that require detention or retention basins and/or involve the addition or widening of lanes will require a sole source aquifer review.

For this task, the Consultant will complete a draft copy of the EPA sole source aquifer review checklist for City review. The Consultant will revise the draft checklist based on project team comments and submit a final revised checklist to the applicable EPA Regional 10 administrator for review via email. The EPA administrator has 30 days to respond to this request.

Deliverables:

1. Draft and final sole source aquifer checklist as an electronic file

Cultural Resources

AINW previously completed a cultural resource survey for this project and related projects for the City, including a proposed mitigation area. We understand that ground disturbance for the proposed project will be limited to the Area of Potential Effects (APE) that was previously surveyed for cultural resources. This scope of work assumes that no additional survey fieldwork will be required, although a brief field visit to check on current conditions is included.

1. Prepare an APE letter including photos of current conditions and maps of the project showing the extent of proposed ground disturbance and previous studies. The City will submit this to WSDOT. WSDOT will review and submit to the Department of Archaeology and Historic Preservation (DAHP) and Native American Tribes.
2. As part of the APE letter, AINW and PBS will compare the APE for the project as currently proposed to areas previously surveyed for the project. It is assumed that the current APE has been adequately covered by previous studies, and that in the APE letter AINW will recommend that no additional work is needed.

3. Assist with preparing SEPA checklist #13 by summarizing information about cultural resource potential.
4. Verify with WSDOT as to whether an IDP would be needed or not. It is assumed that an IDP will not be needed.

Right Sized Hazardous Materials Report

PBS will complete a hazardous materials assessment of the site and present the results in a hazardous materials discipline report (Hazmat Report). The assessment will be conducted using methods and procedures in general accordance with WSDOT NEPA Categorical Exclusion Handbook (Chapter 4.5). The report will be compliant with FHWA NEPA requirements, as well as the Hazardous and Problem Waste section of the Local Programs NEPA Categorical Exclusion Form. The assessment will include using the following resources to identify sites or areas of potential concern:

1. Ecology records available through their public web portal

Additionally, a windshield survey of the site will be conducted. The survey will include observing the site from the public right-of-way and will not include accessing nonpublic property. Site features will be documented in a photograph log to be included in the Hazmat Report.

Draft and Final Hazmat Reports will be provided in electronic format and will identify and evaluate known or potentially contaminated sites that may:

1. Affect the environment during construction;
2. Create significant construction impacts; and/or
3. Incur cleanup liability to the local agency.

The level of effort for the discipline report is dependent largely on the conditions and construction parameters of the proposed construction. Based on our current understanding of the project, a low-level assessment will adequately characterize the site and potential risks at the current stage of development.

Section 4(f) de minimis Impact Determination

Prepare de minimis use documentation for the temporary impact of Grass Valley Park.

1. Prepare a letter of concurrence for use by the City.
2. Prepare public meeting information.
3. Attend one City council meeting for discussion of de minimis use of the park property.

Exclusions:

1. 4(f) programmatic or individual evaluations.
2. 4(f) documentation of other properties.

Commitments Registry

Environmental commitments include both mitigation required through environmental permitting and conservation measures that are made to agencies or the public to mitigate the effects of a project on the environment. The Consultant will review the following potential sources of commitments for Phase 3 and create a registry of commitments associated with any previous permits and/or conservation measures.

1. Section 106 Memorandum of Agreement
2. Section 404 authorization
3. Section 401 water quality certification

4. State environmental agency permits or coordination
5. Other state, regional, and local permits and coordination
6. Other study documents, agreements, memoranda of understanding
7. Other commitments to stakeholders.

The Consultant will provide the Commitments Registry to the City for review and approval before sending to WSDOT Local Programs for review. The Consultant will finalize the form based on one round of City review and one round of WSDOT review.

Assumptions:

1. The City will provide information on any known permits or commitments from Phases 1 and 2, and any other permits or commitment made by other landowners in the project corridor.
2. Commitments registry is limited to the commitments that apply to the Phase 3 project.
3. The commitments registry will be attached to the Categorical Exclusion Form for documentation.
4. After final delivery of the commitment register, the City will be responsible for managing and maintaining the commitment register, including any subsequent permit updates, and will be responsible for providing the register to WSDOT and/or FHWA if requested.

Deliverable

1. Draft and final commitments registry

Environmental Justice

The Consultant will prepare an analysis of the Title VI Population Groups within the project area and prepare an environmental justice technical checklist/technical memorandum to document compliance with the environmental justice executive order.

Population breakdown will conform to US Department of Transportation definitions for “minority” and “low-income.” Methods for identification will include the review and analysis of a primary data source—the current 2010 US Census—and a secondary data source, such as student demographic data made for the local public school as published in the Washington State Report Card. This research will determine if any special populations reside within the project limits. Based on this research, the absence or presence of special population groups will be documented. If such groups are present in the project area, potential impacts, including the possibility for disproportionate adverse impacts on these populations would be evaluated consistent with Title VI of the Civil Rights Act of 1964. If required, mitigation measures for such impacts would be identified.

The Consultant will complete the environmental justice matrix and will assemble the above material into an environmental justice technical memorandum for City and WSDOT review and comment. The Consultant will finalize the memorandum based the City review and submit one electronic copy of the final environmental justice technical memorandum to WSDOT.

Assumptions:

1. Door-to-door visits in the area will not be conducted.

2. A formal discipline report is not anticipated, and the environmental justice technical memorandum will be sufficient for NEPA compliance. If a formal discipline report is required, a separate scope and fee will be prepared.
3. Up to one round of City review and one round of WSDOT review will be necessary.

Deliverables:

1. Draft and final environmental justice matrix and checklist/technical memorandum

Endangered Species Act – No Effect Letter

The Consultant will prepare a letter that documents how the project will affect ESA-listed species. This scope of work assumes that it will be a letter of no effect. To prepare the No Effect Letter, the Consultant will complete the following tasks.

1. Confirm which species and critical habitat National Marine Fisheries Service (NOAA Fisheries) and the US Fish and Wildlife Service (USFWS) have listed that could occur within the project area through the use of existing databases.
2. Detail the known location of ESA-listed species—from existing databases—in relation to the proximity to the project site, including a brief project description and qualitative effects analysis.
3. Address the proposed interchange improvements, new impervious surfaces, and related stormwater effects on ESA-listed species.
4. Prepare up to four figures, including a vicinity map and an aerial photograph and ground-level photographs of the project site.

The Consultant will complete the letter for City and WSDOT review and comment. The Consultant will finalize the memorandum based the City and WSDOT review and submit one electronic copy of the final No Effect Letter to WSDOT.

Assumptions:

1. No ESA-listed species or critical habitats occur within or in close proximity to the project, and a biological assessment is not required.
2. No quantitative assessment of stormwater pollutants is required for the No Effect Letter.
3. Specific species surveys using standard survey protocol are excluded from this scope.
4. Draft and final deliverables will be provided in electronic format
5. The City will conduct one review cycle of the draft no effect letter.
6. City and WSDOT comments on draft documents will be editorial in nature and minor in content.

Deliverables:

1. Draft and final No Effect letter

Subtask 4.3: State and Federal Permits

Mitigation Analysis

The Consultant will conduct an analysis of mitigation completed for Phases 1, 2, and 3 and compare that amount completed to the amount of mitigation needed based on revised wetland impacts for Phase 3. The

analysis will be used to determine if the previously completed mitigation can be used as advanced mitigation, resulting in a reduction of the mitigation ratio needed to compensate for Phase 3 impacts. The results of the mitigation analysis will determine the amount of mitigation required to compensate for Phase 3 impacts. This task includes coordination with federal, state, and local agencies to negotiate an agreed upon acreage of advanced mitigation and an appropriate mitigation ratio. The Consultant will prepare a technical memorandum summarizing the mitigation analysis.

Assumptions:

1. Wetland impact totals for Phase 3 will be based on the updated 30% plans described in Task 8 below.
2. Existing mitigation acreage and conditions will be based on recently completed monitoring reports and no new studies or field work will be required.
3. Up to eight hours of coordination time with agencies on mitigation.

Deliverable

1. Draft and final mitigation analysis technical memorandum

Bank Use Plan

Based on the results of the mitigation analysis completed in the Mitigation Analysis subtask, a bank use plan will be prepared to address the mitigation that will be accomplished through purchasing mitigation credits at the Terrace Mitigation Bank for the remaining project related impacts to wetlands and waterbodies.

A bank use plan will be prepared in accordance with USACE, Ecology, WDFW, and City mitigation bank use standards. The plan will identify the ways the project has avoided and minimized impacts to the extent practicable, as well as the construction methods used to restore any temporary impacts and, thereby, self-mitigating temporary impacts to wetlands, wetland buffers, aquatic habitat, and/or riparian buffers. The plan will also detail the unavoidable, permanent impacts to wetlands, wetland buffers, aquatic habitat, and/or riparian buffers and detail the compensatory mitigation required to offset the permanent impacts.

The bank use plan will describe the necessity for the permitted action and include a narrative of the proposed project, an ecological assessment of the proposed self-mitigating measures, a list of best management practices (BMPs), conceptual plans showing typical graphics for the areas impacted and methods to restore the impacted areas to existing conditions, and specific graphics showing permanent impacts. The bank use plan will detail the amount of credits needed to compensate for project impacts. The Consultant will complete the bank use plan for City review and comment. The Consultant will submit the final bank use plan to USACE, Ecology, WDFW, and City planning staff in the permit application package.

Upon approval of the federal, state, and local permits the Consultant will prepare the purchase agreement between the mitigation bank and the City for review. The Consultant will electronically send the final purchase agreement to the mitigation bank and the City will purchase the bank credits.

Assumptions:

1. Required graphics are limited to 12 figures.
2. Project related impacts are eligible to be compensated at the Terrace Mitigation Bank and the regulatory agencies will accept the use of the bank.

3. Aquatic impacts will not require a habitat equivalency analysis because on-site waterbodies do not support ESA-listed fish species.
4. Mitigation bank use plan will require no more than one round of review by the City.
5. City is responsible for payment of the mitigation credits.

Deliverables:

1. Draft and final bank use plan (one electronic copy)
2. Draft and final bank purchase agreement (one electronic copy)

Joint Aquatic Resources Application Form

Because project activities will affect wetlands and Fishers Swale, a Joint Aquatic Resources Permit Application (JARPA) will be completed for the project. The JARPA will address permits and authorizations required for the project for a Section 404 Clean Water Act authorization from USACE and a 401 Water Quality Certification from Ecology.

It is anticipated that the project will qualify for a USACE Nationwide Permit No. 23—Approved Categorical Exclusions—and would not require an individual Section 404 permit and no alternative analysis is required. The JARPA application will also be used to apply for a Section 401 water quality certification from Ecology. The Consultant will coordinate with Ecology prior to issuance of the Section 404 permit to ensure that Ecology has received all pertinent information to verify Section 401 water quality compliance. The project must comply with state water quality standards and other aquatic resource protection requirements under Ecology's authority to receive a Section 401 water quality certification.

The JARPA application will include the USACE forms, background information in the form of supporting documents (as detailed in other tasks), and associated graphics. Both permanent and temporary impacts are regulated by USACE through its permitting process. However, wetlands that are temporarily filled, flooded, excavated, or drained, but restored to preconstruction contours and elevations after construction, are not included in the measurement of wetland loss by USACE.

The Consultant will file the JARPA and supporting documentation with USACE and Ecology and follow up with these agencies in their review of the applications for a Section 404 permit and Section 401 certification for the project. The Consultant will conduct two coordination meetings with agency staff to facilitate permit application review and permit issuance. The Consultant will also coordinate with the City and the project team regarding conditions of approval on the permits.

Assumptions:

1. Required graphics are limited to 10 figures prepared by PBS.
2. Scope of work includes 20 hours of coordination with USACE and Ecology.
3. The project will qualify for Nationwide 23, and a Section 404(b)(1) alternatives analysis will not be required.
4. The project will have more than a half-acre of impacts to waters of the state and is not pre-certified under Section 401 by Ecology and a formal review by Ecology is required.
5. USACE will not require any additional NEPA documentation other than the documentation prepared for the WSDOT Categorical Exclusion process.

6. The No Effect Letter prepared for the NEPA process to document project related impacts to ESA-listed species will be used by the USACE and no additional documentation is required.
7. Compensatory mitigation will be required for permanent impacts to waters of the US and the bank use plan prepared in the bank use plan subtask will be used to document compensatory mitigation requirements.
8. Use of updated 30% design drawings will be sufficient to prepare and submit permit documents.
9. Following submittal of permits, design changes will not be made which result in changes to project impacts or required mitigation.
10. The JARPA will require one round of City review and one round of revision.
11. This task assumes attendance by one senior scientist at up to two, one-hour virtual permit coordination meetings with agency staff. No formal agenda or meeting minutes will be prepared from these meetings.
12. Consultant will provide up to eight hours review and team coordination of final USACE and Ecology conditions of approval.

Deliverable

1. Draft and final JARPA and graphics

Subtask 4.4: City Permits

Camas Pre-application Conference Application

The project will require City design review, critical areas, and tree permits which will require Type II administrative permitting. The pre-application conference allows the project team to meet with representatives of the relevant departments to identify issues and requirements associated with the proposed development. During the virtual pre-application meeting, City staff will confirm permitting requirements associated with the project. The Consultant will conduct the following for the Pre-application Conference.

1. Complete the application form.
2. Prepare a narrative describing the project, listing applicable planning and development code provisions, and documenting questions that the project team have for City staff to discuss at the pre-application conference.
3. Provide the draft pre-application submittal to the City and incorporate comments.
4. Compile and submit the final application submittal to the City.
5. Coordinate the scheduling of the pre-application conference with the project team.
6. Prepare for and participate the pre-application conference.
7. The City will provide pre-application conference comments within one week from the conference and the project team will discuss the City comments during one of the scheduled meetings in Task 4.0.

Assumptions:

1. Two Consultant staff (a senior planner and a senior scientist) will attend the one-hour virtual pre-application conference.

Deliverables:

1. Draft and final pre-application conference application submittal

SEPA Documentation

A new SEPA checklist will be required as part of this project based on the amount of project element changes such as the amount of grading and fill within critical areas compared to the prior issued project SEPA determination of nonsignificance issued for the Phase 3 project.

The Consultant will complete a SEPA checklist in accordance with SEPA (Revised Code of Washington 43.21C), SEPA Rules (Washington Administrative Code 197-11), and City Municipal Code (CMC). The Consultant will work with the City and provide a draft SEPA for review and comment prior to finalizing the SEPA and the City issuing its determination.

Assumptions:

1. The City will act as the SEPA lead agency and issue a threshold determination.
2. One round of City review; City revisions and comments on the SEPA checklist will be minor and will not require additional technical analysis.
3. The SEPA threshold determination is anticipated to be a Determination of Nonsignificance (DNS) or a Mitigated Determination of Nonsignificance (MDNS).
4. A SEPA environmental impact statement will not be required.

Deliverables:

1. Draft and final SEPA checklist

Minor Design Review

The project area is within a designated gateway within the City as shown on the city zoning map. This designation triggers the City design review process and requires submittal of documentation addressing consistency with the City's gateway and corridor standards and addressing design review checklist approval criteria. The design review application will address consistency of the proposed landscaping, street trees, lighting, walls and fence, outdoor furniture, pavement, and materials with City design criteria. The design review process will also require a photometric plan and lighting specification, landscaping plan, and photos of any planned wall/fencing, outdoor furniture, pavement, and materials. The Consultant will work with City review staff to obtain a draft Type 2 staff report for the minor design review permit and will circulate the draft staff report to the City project team via email for review and input. The Consultant will collect and compile team comments on the staff report and will respond to City review staff with any suggested edits to the staff report.

CMC 18.19.050 requires that an application for minor design review include the following submittal items which will be prepared by the Consultant:

1. Permit application form
2. Project design review narrative
3. Submittal of required plans and photos of design

Assumptions:

1. The project is subject to the minor design review process.

2. The design review process will not require review by the City Design Review Committee.
3. Required photometric, landscape plans, and photos of design materials and examples will be prepared by PBS.
4. One round of review on the draft staff report.

Deliverables:

1. Application form and compilation
2. Draft and final minor design review application submittal
3. Review and coordination of a draft staff report document with the City and project team

Critical Areas Report

The project area is known to contain multiple critical areas as regulated under CMC 18.03. These critical areas include wetlands, fish and wildlife habitat conservation areas, and critical aquifer recharge areas. Because it is anticipated that the project will affect wetlands, streams, and/or associated buffers, a Type 2 critical areas permit will be required.

The Consultant will prepare a critical areas permit application that will include the master application, property packet, and critical areas report that summarizes how impacts will be avoided, minimized, and/or mitigated for each type of critical area, including supporting documents, such as the mitigation bank use plan (completed under Bank Use Plan subtask), wetland delineation (completed under the Environmental Review and Documentation subtask), and the geotechnical report (completed under Task 3.0).

The Consultant will work with City review staff to obtain a draft Type 2 staff report for the critical areas permit and will circulate the draft staff report to the City project team via email for review and input. The Consultant will collect and compile team comments on the staff report and will respond to City review staff with any suggested edits to the staff report.

Assumptions:

1. Report graphics are limited to 16 figures.
2. Critical areas impacts may include both temporary and permanent impacts.
3. The City planning staff will agree that temporary project impacts are adequately mitigated by construction methods and restoring impacted areas to their existing condition.
4. One round of review on the draft staff report.
5. Consultant will provide up to four hours of review and team coordination of the draft staff report.
6. Mitigation bank use plan defined above will be adequate to address critical areas impacts and no further project mitigation will be required to address project effects on critical areas.

Deliverables:

1. Application form and compilation
2. Draft and final critical areas report
3. Review and coordination of a draft staff report document with the City and project team

Critical Aquifer Recharge Area Report

A Critical Aquifer Recharge Area (CARA) report is anticipated to be required and will be provided by the Consultant.

Deliverables:

1. Draft and final CARA report

Camas Tree Permit

It is expected that the design improvements may result in the removal of existing trees within the City's right-of-way and adjacent vicinity. The City of Camas regulates trees considered "significant trees." These are defined by CMC 18.03.050 Environmental Definitions as evergreen trees 8 inches and larger in diameter at breast height (dbh), and deciduous trees, other than red alder or cottonwood, 12 inches and larger in dbh. For the tree/vegetation survey the Consultant will conduct the following tasks.

1. A certified arborist will identify all trees meeting the above criteria by species with dbh and health condition.
2. Record their position during the topographic survey.
3. Conduct a hazardous tree inventory condition assessment as part of the inventory to document trees that are not required to be included in the tree inventory as tree units.
4. Conduct one site visit to perform field verification, data collection, and to flag species regulated by city ordinances.
5. Evaluate the proposed project design impact to trees.
6. Prepare a tree plan and report summarizing the existing tree species and diameter, tree health condition, hazardous tree, and preservation.
7. Prepare a restoration plan to mitigate for trees impacted at the suggested 2:1 replacement ratio per CMC 16.51.125(B) using native trees that are a minimum caliper of 2 inches. Replacement trees may include mitigation plantings, applicable street trees, City tree fund, or some combination thereof.
8. Tree replacement will also be required to meet the City tree density requirements.

Assumptions:

1. The City will conduct one round of review and comment on the tree survey and tree restoration plan.
2. The tree restoration plan will accompany the other project permits but will not require a separate permit application.
3. Tree mitigation locations will be combined with the critical areas mitigation plan to the extent possible.

Deliverables:

1. Draft and final tree survey (one electronic copy)
2. Draft and final tree restoration plan (one electronic copy)

Task 5: Structural Engineering

This task is focused on the design development for site retaining walls along the northern and southern edges of the proposed improvements along NW 38th Avenue. The other discipline design activities associated with these structures, is presented elsewhere in this scope of services.

Meetings:

No additional meetings are assumed for this subtask. See the Meetings subtask for description of meetings. One structural staff member will attend up to 10 internal meetings.

Deliverables:

See the following subtasks for lists of anticipated sheets, special provisions, and opinion of probable construction cost associated with the site retaining walls.

Subtask 5.1: Alternatives Analysis

The primary work activities for this task include:

1. Develop conceptual exhibits and an opinion of probable construction cost for up to three retaining wall types for use within the project limits.
2. Develop a memorandum describing the proposed retaining wall types with a recommendation for each wall location.

Deliverables:

1. Retaining wall plan and profile exhibits for evaluated walls (PDF format)
2. Retaining wall memorandum (PDF format)
3. Opinion of probable construction cost for evaluated retaining walls and wall types (PDF Format)

Subtask 5.2: 60% Design

The consultant will address review comments on the Alternatives Analysis design and update alternative analysis exhibits to support the civil design 60% milestone. The exhibits will depict a single alternative for each site retaining wall location developed as part of the Alternatives Analysis phase. The updated site retaining wall exhibits will be used to assist the environmental permitting process.

The development of plan sheets and construction documents will be delayed until the 90% design stage.

The 60% Design structural plans shall include:

1. Updated conceptual exhibits for site retaining walls
2. Site retaining wall typical detail exhibit

Deliverables:

1. 60% structural site retaining wall exhibits (PDF format)
2. 60% structural opinion of probable construction cost (PDF format)
3. Comment log with responses for City comments received on the Alternatives Analysis deliverables (Excel format)

Subtask 5.3: 90% Design

The Consultant will address review comments from the 60% deliverables and develop construction documents to the 90% Design stage. These documents will consist of plans, specifications, and an opinion of probable

construction cost. Specifications will be based on WSDOT Standard Specifications, 2021 and amendments, general special provisions, and project specific special provisions (if required) associated with anticipated construction bid items.

The 90% plan set shall include the following sheets:

1. Structural general notes sheets
2. Site retaining wall plan and profile sheets
3. Site retaining wall typical detail sheet

Deliverables:

1. 90% structural plans (PDF format)
2. 90% structural special provisions (PDF and Word formats)
3. 90% structural opinion of probable construction cost (PDF format)
4. 60% comment log with responses to City comments (Excel format)

Subtask 5.4: Final Design

The Consultant will address review comments from the 90% plans and develop construction documents to the Final design submittal. These documents will consist of plans, specifications, and an opinion of probable construction cost. Final documents will be sealed as appropriate for jurisdictional engineering review.

Final design phase plan set shall include:

1. Finalized structural general notes sheets
2. Finalized site retaining wall plan and profile sheets
3. Finalized site retaining wall typical detail sheet

Deliverables:

1. Final structural plans (PDF format)
2. Final structural special provisions (PDF and Word formats)
3. Final structural opinion of probable construction cost (PDF format)
4. 90% comment log with responses to City comments (Excel format)
5. Stamped design calculation book for site retaining walls (if required)

Subtask 5.5: Quality Assurance/Quality Control

The consultant will provide quality control and quality assurance (QA/QC) reviews of the listed deliverables prior to submittal to the City for their review. Reviews will be documented as part of the project record. Reviews will be conducted by senior design staff with adequate experience for the type of structure being represented within the construction documents.

Task 6: Traffic Engineering

Subtask 6.1: Lighting Analysis

GTEng will conduct a detailed lighting analysis using the AGI32 software package to determine light levels for the proposed roadway lighting along NW 38th Avenue. The lighting will be designed to achieve average maintained illuminance and uniformity values per the Illumination Engineering Society of North America's RP-8-18 guidelines. GTEng will determine the appropriate luminaire mounting heights, pole setback, spacing, and pole configuration along the alignment. It is the current understanding that the Autobahn luminaire (current

City standard) will be used in the analysis. No luminaire selection process other than the appropriate wattage luminaire will be required as part of this scope of services.

Base mapping for the lighting analysis will be provided by the design team in AutoCAD format. Illuminating Engineering Society (IES) files for the luminaire(s) used in the analysis will be obtained by GTEng from the manufacturer.

The results of the lighting analysis will be summarized in a graphical output of the obtained light levels along with a brief memorandum documenting lighting standard, methodology followed, and results. Based on review comments received from the City, GTEng will update the lighting analysis and provide a final graphical output and memorandum.

Deliverables:

1. Draft and final graphical lighting output and lighting summary memorandums

Subtask 6.2: Roadway Illumination Design

GTEng will prepare roadway illumination plans along NW 38th Avenue within the project limits. The plans will be based on the outcome of the approved lighting analysis from the Lighting Analysis subtask. The plans shall identify pole types, conduit, junction boxes, wiring, and power sources. GTEng will coordinate with Clark Public Utilities to locate and confirm power service locations. Once power service locations have been identified, GTEng will perform voltage drop calculations to determine required lighting circuits, wire sizes, and conduit sizes. The roadway lighting design will be closely coordinated with City of Camas staff and the design team. Up to two field visits have been included under this subtask.

GTEng will work with local utilities to resolve possible conflicts with the roadway lighting systems. One utility meeting has been included under this subtask. The final submittal will consist of the following plan sheets:

1. Roadway Illumination Plans (three sheets) – layout sheet showing the project area, conduit, wiring, junction boxes, light pole locations, light pole schedule power connections – (1 inch equal to 20 feet)
2. Wiring Schematic (one sheet) – not to scale
3. Standard Drawings (four sheets) – not to scale

Base plans showing curbs, sidewalks, right-of-way, and existing utilities will be provided by the design team in AutoCAD format.

GTEng will use the most current version of the City of Camas Specifications for roadway lighting in preparing special provisions for this project. The special provisions will be based on and supplement the Washington State Standard Specifications for Road, Bridge, and Municipal Construction.

GTEng will provide a lighting cost estimate for each submittal. The engineer's cost estimate will be based on Washington State bid history data and subconsultants internal cost estimating data. Costs estimates will be developed based on WSDOT bid items and will be provided in Excel format.

All submittals will be provided in electronic format.

GTEng anticipates four formal review cycles will be required through the course of the project. Submittals will be provided at the 30% 60%, 90%, and Final design levels. For each review cycle, GTEng will provide the City

with plans in electronic half size (11- by 17-inch) PDF format. GTEng will address and incorporate comments received for each of the review cycles into each subsequent submittal.

Deliverables:

1. Voltage drop calculations – to be included with 60% submittal
2. Special provisions – to be included with 90% and Final submittals
3. Cost estimate – to be provided at the 60%, 90% and Final submittals
4. Illumination plan sheets prepared to be included with all submittals
5. Detail sheet(s) showing light poles, foundations, pull boxes and other details as necessary – to be included with all submittals

Subtask 6.3: Striping Design Services

GTEng will develop plans and details for roadway signing and striping to accommodate the roadway improvements associated with the NW 38th Avenue improvements. The signing and striping will be designed to meet the City of Camas and Manual on Uniform Traffic Control Devices standards.

The subconsultant will develop supplemental special provisions for signing and striping. The special provisions will be based on and supplement the Washington State Standard Specifications for Road, Bridge, and Municipal Construction. The special provisions will be developed and submitted for review in Word format.

The subconsultant will develop an engineer's cost estimate for the signing and striping elements of the project. The engineer's cost estimate will be based on Washington State bid history data and subconsultants internal cost estimating data. Costs estimates will be developed based on WSDOT bid items and will be provided in Excel format.

GTEng anticipates four formal review cycles will be required through the course of the project. Submittals will be provided at the 30% 60%, 90%, and Final design levels. For each review cycle, GTEng will provide the City with plans in electronic half size (11- by 17-inch) PDF format. GTEng will address and incorporate comments received for each of the review cycles into each subsequent submittal.

Deliverables:

1. Signing and Striping sheet – Three plan sheets (1 inch equal to 20 feet)
2. Signing and Striping detail sheet – One sheet (NTS)
3. Special provisions
4. Engineers cost estimate

Task 7: Water Resources Engineering

Not included in contract as stream is assumed to not be realigned.

Task 8: Design Engineering

The Consultant will advance the design to 30%, 60%, and 90%, and Final construction contract documents as part of this task. The Consultant team will be responsible to provide design engineering services for the deliverables outlined below for the following submittals:

1. 30% Submittal

2. 60% Submittal
3. 90% Submittal
4. Final Submittal
5. QA/QC

Subtask 8.1: 30% Design (Preliminary)

The Consultant will evaluate the original 30% Design and refine it based on current survey, the structural alternative analysis, and the wetland mitigation requirements.

1. Develop a basis of design.
2. American's with Disabilities Act (ADA) ramp evaluation ramps for the existing ramps at Parker Street and 38th Avenue.
3. Updated cut and fill line determination.
4. Develop stormwater analysis using HydroCAD software, basin delineation map, and storm system layout, and preliminary stormwater/hydrology report.
5. Calculate quantities and prepare a 30% engineer's estimate of construction costs shown on the civil plans.
6. Submit 30% strip map and cost estimate for review.

Deliverables:

1. Basis of design
2. 30% strip map and cost estimates
3. Preliminary Stormwater/Hydrology Report

Subtask 8.2: 60% Design

The Consultant will address review comments on the 30% Plans, develop the right-of-way plans, and develop construction documents to the 60% Design stage. These documents will consist of plans, a bid item list, an opinion of probable construction cost.

The 60% strip maps will include:

1. Plan over Profile Strip Map showing basic roadway geometry information and stormwater layout
2. Wall plan and profile Strip Map with wall details
 - 1) Detailed geometric layout of intersection and grading for ADA purposes
 - 2) Updated cut and fill line determination
 - 3) Update stormwater conveyance based on pothole information
 - 4) Incorporate City comments from the 30% review
 - 5) Updated stormwater analysis using HydroCAD software, basin delineation map, and storm system layout, and preliminary stormwater/hydrology report
 - 6) Calculate quantities and prepare a 60% engineer's estimate of construction costs shown on the civil plans
 - 7) Submit 60% plan set and cost estimate for review

Deliverables:

1. 60% strip maps and cost estimates (PDF format)
2. Stormwater/Hydrology Report (PDF format)

Subtask 8.3: 90% Design (PS&E)

The Consultant will address review comments from the 60% Plans and develop construction documents to the 90% Design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

The 90% plan set shall include the following sheets:

1. Cover sheet (1)
 2. General Notes and Legend sheet (1)
 3. Typical Sections (2)
 4. Miscellaneous Details sheet (3)
 5. Construction Signing Plan (1)
 6. Site-specific Traffic Control Plans (2)
 7. Site Prep/Demolition Plans (4)
 8. Erosion Control and Grading Plans (5)
 9. Erosion Control Notes Detail sheets (2)
 10. Plan over Profile Sheets showing basic roadway geometry information and stormwater layout (8)
 11. Grading sheets (3)
 12. Wall Plan and Profile sheets (12)
 13. Wall Detail sheets (3)
 14. Signing and Striping Plans (3)
 15. Signing and Striping Details (2)
 16. Enhanced Crossing (1) – contingency item
 17. Illumination Plans (4)
 18. Soil Preparation & Seeding Plans (5)
 19. Planting Plans (5)
 20. Planting Detail sheets (2)
 21. Preliminary Irrigation Plans (5)
 22. Preliminary Irrigation Detail sheets (1)
 23. Standard Detail sheets (5)
-
- 1) Update the stormwater analysis to match the 90% level design and prepare the updated stormwater/Hydrology report.
 - 2) Compute quantities and prepare an engineer's estimate of construction costs shown on the plans. Identify which bid items will require special provisions.
 - 3) Prepare 90% Level Project Specifications including current WSDOT amendments, GSP's, and special provisions necessary for this project.
 - 4) Submit 90% plan set, specifications, draft construction schedule, and cost estimate for review.

Deliverables:

1. 90% Plans, specifications, and cost estimates (three hard copies of the plans [11- by 17-inch], a PDF of the plan set, specifications, draft construction schedule, and cost estimate)

2. Updated Stormwater/Hydrology Report

Subtask 8.4: Final Design (PS&E)

The Consultant will address review comments from the 90% Plans and develop construction documents to the Final design submittal. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule. Final documents will be sealed as appropriate for jurisdictional engineering review.

Address the 90% comments. Final design phase plan set shall include:

1. Cover sheet (1)
 2. General Notes and Legend sheet (1)
 3. Typical Sections (2)
 4. Miscellaneous Details sheet (3)
 5. Construction Signing Plan (1)
 6. Site-specific Traffic Control Plans (2)
 7. Site Prep/Demolition Plans (4)
 8. Erosion Control and Grading Plans (5)
 9. Erosion Control Notes Detail Sheets (2)
 10. Plan over Profile sheets showing basic roadway geometry information and stormwater layout (8)
 11. Grading sheets (2)
 12. Wall plan and profile sheets (12)
 13. Wall Detail sheets (3)
 14. Signing and Striping Plans (3)
 15. Signing and Striping Details (2)
 16. Enhanced Crossing (1) – contingency item
 17. Illumination Plans (4)
 18. Soil Preparation & Seeding Plans (5)
 19. Planting Plans (5)
 20. Planting Detail sheets (2)
 21. Preliminary Irrigation Plans (5)
 22. Preliminary Irrigation Detail sheets (1)
 23. Standard Detail sheets (5)
-
- 1) Address preliminary stormwater report comments and submit final stormwater report for approval.
 - 2) Prepare final special provisions as needed for nonstandard items shown on the plans and compile the project specifications.
 - 3) Compute quantities and prepare an engineer's estimate of construction costs.
 - 4) Submit Final Plans, special provisions, and estimate for review.
 - 5) Address City review comments regarding the plans, specs, and estimate.
 - 6) Preparation of the project National Pollution Discharge Elimination System permit application and posting the Notice of Intent (NOI) in an appropriate local newspaper.
 - 7) Preparation of the project Stormwater Pollution Prevention Program (SWPPP).

Deliverables:

1. Copy of SWPPP

2. Final Plans, special provisions, construction schedule, and estimate
3. Final Stormwater Report
4. Bid documents

Subtask 8.5: Quality Assurance/Quality Control

The Consultant will provide QA/QC for design work in accordance with the Consultant's QA/QC Program. The Consultant will provide senior level design and construction personnel to review plan submittals and provide technical support.

Task 9: Utility Coordination

Subtask 9.1: Utility Coordination

The Consultant will contact utilities within the project limits and obtain existing system mapping. PBS will review mapping for consistency with project base map.

The Consultant will conduct a utility reconnaissance of the project corridor to determine visual evidence of underground and aboveground utility facilities and confirm utility provided facility maps and project base map completeness.

Finally, PBS will identify and discuss with each utility special requirements associated with their facility relocation or modification.

Utility Meetings

This subtask includes organizing and facilitating up to three group utility meetings to provide updated project information. Such meetings will address known facilities, potential for impact, timing requirements for potential relocations, and initial information of reimbursable requirements. Meetings will also allow the exchange of each utility's relocation plans with the other utilities in order to maximize compatibility of relocation designs and utility and roadway construction sequencing. It also includes preparing and transmitting meeting agendas and meeting summaries to utility representatives, City, and Consultant team members.

Conflict Identification, Analysis, and Recommended Resolution

This subtask will identify and analyze utility conflicts, compile, and distribute utility conflict lists involving aboveground, surface, and underground conflicts, and make conflict resolution recommendations to utilities.

It will produce utility conflict plan sheets based on preliminary (60%) design plans and accompanying utility conflict spreadsheets indicating conflict item number, type of utility, conflict status, average cover during and after construction, whether utility is in or out of public right-of-way, and comments. PBS assumes six different utility operators.

1. Revise conflict analysis and conflict spreadsheets based on 90% Design plans
2. Revise conflict analysis and conflict spreadsheets based on 100% Design plans

Conflict Notification and Utility Relocations

Notify the impacted utilities and coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the project design. As part of that effort:

1. Prepare and deliver to each involved utility owner a Conflict Notice with a conflict list and map.
Assume up to six different utility operators. Notice shall require a utility response in the form of a

proposed facility adjustment plan and schedule to complete the utility work. Allow each utility a 30-day period to respond with a proposal from date of the notice.

2. Review utilities' proposed relocation plans to verify that identified conflict items are addressed and that the plans accommodate and conform to the construction requirements for the project. Provide written approval of each utility's relocation plan. Up to nine total reviews will be performed for the utilities' relocation plans (average 1.5 per utility).

Assumptions:

1. City will provide utility plans, GIS, and other supporting documents for City utilities within the project corridor.
2. Utility design location fees, if any, are not included in Consultant's costs and will be paid by the City if required.
3. Utilities will provide as-built system maps of their facilities within the project corridor.
4. Additional right-of-way and/or easements that may be required for relocated utilities are the responsibility of the utilities or the City in the event of prior rights.

Deliverables:

1. Meeting agendas and summaries for each utility meeting (three total)
2. 30% Submittal: Existing utilities identified and marked-up on survey base mapping
3. Utility Conflict Memorandum at 60% Plans
4. Conflict notice letters and attachments for each utility
5. 90% and Final utility conflict analysis based on design plans
6. Review and comments on utility relocation plans

Task 10: Public Involvement

Public involvement (PI) includes multiple modes of communication for reaching the project's various stakeholders during this phase of the project, including stakeholder outreach, project signage, a community open house, and project updates across an array of City communications channels. Each effort is aimed at increasing understanding of the project among those whose lives, work, and travels might be affected by it.

Subtask 10.1: Public Involvement Plan

At our first meeting, PBS and the City will work together to establish the public involvement plan (PIP) that specifies the level of public participation sought, goals, objectives, key stakeholders, methods for ensuring access/equity, communication format/frequency, events/event publicity, PI timeline, and program evaluation criteria.

Assumptions:

1. In collaboration with the City, this document may be updated during the course of the project to reflect project revisions.

Deliverables:

1. Draft and final PIP
2. Revisions of PIP (assumes one revision)

Subtask 10.2: Project Signage

To alert passersby about the project, up to two project boards will be placed along the corridor.

Assumptions:

1. The City will pay for board production and installation.
2. The City and PBS will determine the location for the project board(s).
3. If needed, sticker overlays may be added to the board(s) to provide new information.
4. The City will pay for sticker overlays.
5. PBS will apply sticker overlays.

Deliverables:

1. Draft and final project board designs
2. Up to two 4- by 8-foot project boards
3. As needed, sticker overlays; number, size, and content to be determined

Subtask 10.3: Project Communications

In coordination with City staff, PBS will provide content for existing City of Camas communications channels with the purpose of informing stakeholders about the project.

Assumptions:

1. The City will specify where on the website that project updates will be made and whether a dedicated project page within the website is desired.
2. PBS will provide text and related files to be uploaded by the City or PBS, as desired.
3. PBS assumes that project updates will be made approximately once a month over the course of 12 months to a project-specific area on the website.
4. For larger project news, such as a significant road closure or an upcoming open house, PBS will provide text, graphics, and any related files to be uploaded by the City or PBS, as desired, to the main City of Camas website homepage.
5. Likewise, for these larger project news items, PBS will post text and graphics (where graphics are accepted) to the City's social media platforms, which are currently Facebook, Twitter, and CamasConnect app.
6. PBS assumes that larger project news items will occur about once every two months over the course of 12 months.

Deliverables:

1. Draft and final versions of text and graphics for the project-specific area of the City website, the website homepage, and social media

Subtask 10.4: Project Mailer

To announce a community open house (see below) and/or provide projects details to the community, PBS will create and arrange for distribution a project mailer for Camas residents or specific stakeholders, as desired by the City.

Assumptions:

1. PBS will create one project mailer for this phase of the project.
2. The City will provide input on the purpose and content of the project mailer.
3. The City will provide input on the recipients of the project mailer.
4. The City will provide input on the size and type of the project mailer.
5. The City will provide postal addresses for all intended recipients.
6. The City will pay for printing of the project mailer and postage for its distribution.

Deliverables:

1. Draft and final project mailer text and design

Subtask 10.5: Community Open House

To provide further information on the project, PBS representatives will be on hand to answer questions during two in-person community open houses hosted by the City at a location such as Camas Fire Station 42. Additionally, PBS will provide two printed strip maps to assist in explaining the project.

Assumptions:

1. The City will serve as the lead for hosting two community open houses during this phase of the project.
2. The format of the community open houses is understood to be self-guided, with attendees viewing maps and interacting with the project team casually.
3. One PBS representatives will attend each community open house to answer questions alongside project representatives from the City.
4. The City will provide input on the format of the community open house (video presentation, virtual forum, online survey, hybrid of all, etc.).
5. The City will determine the date, duration, and location of the event.

Deliverables:

1. Two large, printed strip maps

Task 11: Right-of-Way

Subtask 11.1: PBS Right-of-Way Support

Consultant shall provide labor, equipment, and materials to support the acquisition of seven properties for the City.

Right-of-Way/Property Line Stakes

1. Consultant will conduct right-of-way and property line stakeouts for applicable properties on approximately three trips.

Legal Descriptions/Exhibit Maps for Right-of-Way Acquisitions/Easements

1. Prepare legal descriptions and exhibits for right-of-way acquisition and easement takes. It is assumed that there will be 12 legal descriptions/exhibits to prepare.

Deliverables:

1. Up to 12 legal descriptions and exhibits

Right-of-Way Plans

1. Prepare draft and final right-of-way plans
2. Prepare exhibits for property owner discussions

Deliverables:

1. Draft and final right-of-way plans
2. Property owner exhibits

Subtask 11.2: Right-of-Way Acquisition

The Consultant will provide labor, equipment, and materials to acquire seven properties for the City. The City and PBS will provide the property owner list, maps, descriptions, and documents needed.

Right-of-way activities shall confirm to the standards contained in the Uniform Act of 1970 and amendments, the laws of the State of Washington and City policies and procedures.

Preliminary Title Reports

The Consultant will obtain preliminary title reports for each property acquisition. The consultant will review each preliminary title report for encumbrances, liens, or defects.

Assumptions:

1. Seven property acquisitions

Deliverables:

1. Up to eight preliminary title reports

Right-of-Entry

The Consultant will acquire rights-of-entry as needed for project-related site investigations.

Deliverables:

1. Seven executed rights-of-entry

Right-of-Way Funding Estimate

The Consultant will complete a right-of-way cost estimate in conformance with WSDOT's LAG Manual.

Deliverables:

1. One right-of-way funding estimate

Appraisal and Appraisal Review

The Consultant will use a WSDOT-approved appraiser. The Consultant shall provide one real estate appraisal for each ownership.

Appraiser shall provide written notice to owners of a planned appraisal inspection and will provide the property owner or designated representative, if any, an invitation to accompany the appraiser on any inspection of the property for appraisal purposes.

Appraisal shall conform to the Uniform Standards of Professional Appraisal Practice (USPAP).

The Consultant will provide an appraisal review for each appraisal. The appraisal review will be conducted by another WSDOT-approved appraiser.

Deliverables:

1. Seven appraisals
2. Seven appraisal reviews

Acquisition

The Consultant will conduct negotiations, on behalf of the City.

The Consultant will research the ownership status of the parcel and any existing conditions impacting the parcel. Then the Consultant will provide potential courses of action for obtaining clear title for the City.

The Consultant will compile and/or prepare all essential documents to be submitted to owners using City approved documents. These include, but are not limited to, project information letters, acquisition and relocation brochures, offer-benefit letters, acquisition summary statements, copy of the valuation, map of acquisition, and instruments of conveyance. Universal shall make all offers in person or by certified mail.

The Consultant shall provide all property owners with:

1. A complete copy of the valuation that just compensation is based upon at the initiation of negotiations.

The Consultant will prepare and maintain written diaries of negotiator contacts with property owners and tenants to document:

1. Efforts to achieve amicable settlements
2. Owners' suggestions for changes in plans
3. Responses to owners' counterproposals

Consultant will make every reasonable effort to acquire the right-of-way expeditiously by negotiation. Property owners must be given reasonable opportunity to consider the offer and present material the owner believes is relevant to determining the value of the property.

Assumptions:

1. City will pay closing and recording costs

Deliverables:

1. Seven completed negotiation packet with document for recording

Right-of-Way Certification

The Consultant will prepare each file for inspection by WSDOT for the right-of-way certification process. The right-of-way certification documentation and letter will be prepared by the Consultant for City review and approval. This documentation will be sent to WSDOT to document and certify the right-of-way process has conformed to the Uniform Act of 1970.

Task 12: Bidding Support

The Consultant during the construction of the project will provide limited bidding and engineering services. The anticipated bid support services are described as follows.

Subtask 12.1: Bid Support

Pre-bid Opening Responsibilities

The Consultant shall respond to questions from prospective bidders and City staff before bid opening in reference to the bid package.

Necessary construction management support will be determined by the City prior to advertisement. A scope amendment will be provided at that point in time to best serve the City's needs.

Assumptions:

1. Support for the City during the bidding process only.
2. Participation in construction meetings is not included.

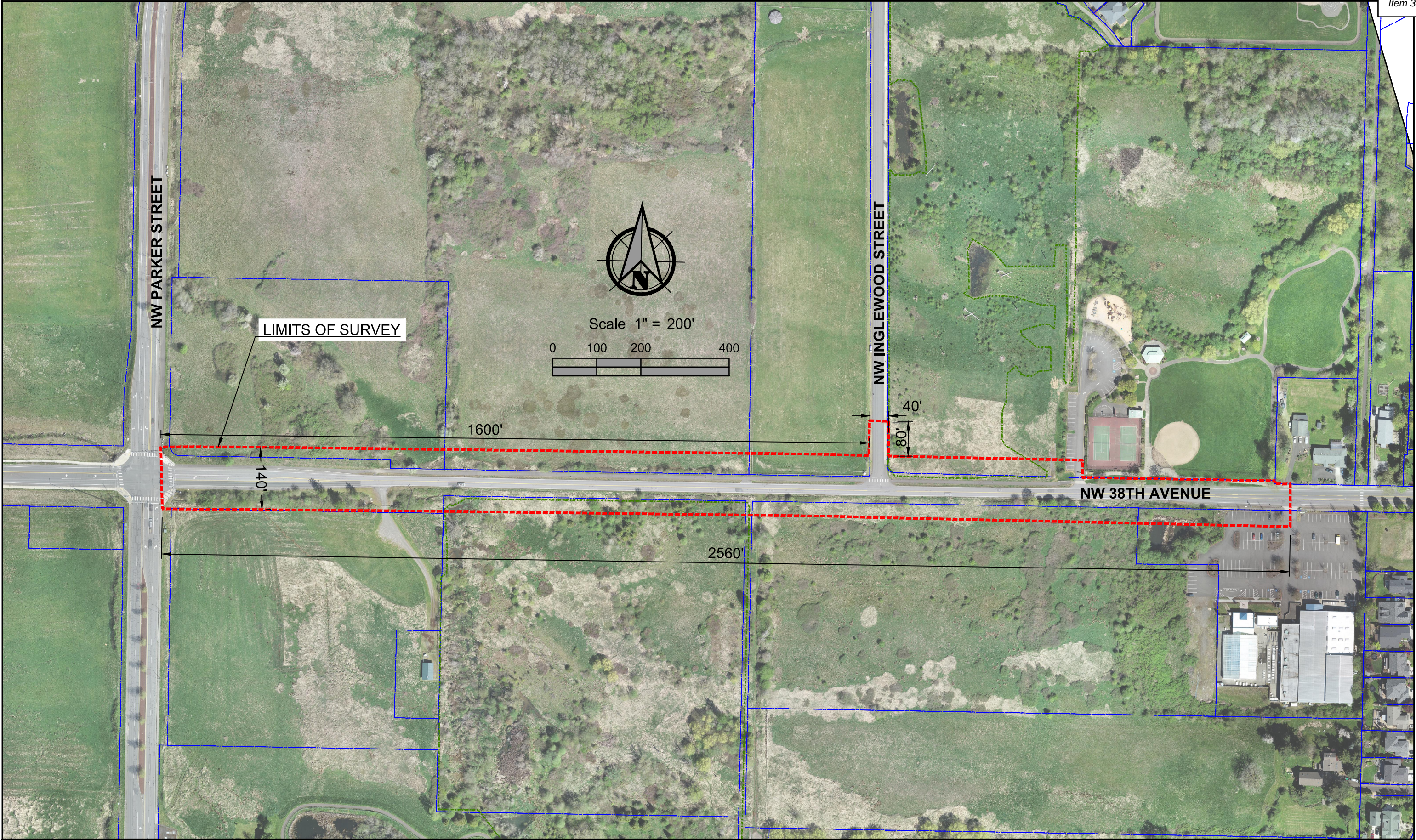
Deliverables:

1. Electronic responses to bidder inquiries and addenda as needed

Task 13: Construction Management (Reserved)

Task 14: City Deliverables to the Consultant

City-provided information.



38TH AVENUE PHASE 3 -
LIMITS OF SURVEY

DBE Participation Plan

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE maximum practicable opportunities.

This project has a mandatory UDBE utilization goal of 9%. See below for how this goal will be met.

GTEng (Traffic Engineering) – \$19,578.42
 3D Infusion (Structural Drafting – \$22,475.11
 Magna LLC (Geotechnical Drilling) – \$19,000

Total UDBE Utilization amount – \$61,053.53
 Total Contract Amount – \$670,651.10
 Total UDBE Utilization Percent – 9.1%

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Digital Terrain Model (DTM) and AutoCAD Civil 3D 2018

B. Roadway Design Files

AutoCAD Civil 3D 2018

C. Computer Aided Drafting Files

AutoCAD Civil 3D 2018

D. Specify the Agency's Right to Review Product with the Consultant

The agency has the right to review products produced for this project by the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

See Scope of work appendix A

F. Specify What Agency Furnished Services and Information Is to Be Provided

See Scope of work appendix A

II. Any Other Electronic Files to Be Provided

None

Item 3.

III. Methods to Electronically Exchange Data

E-mail and FTP site

A. Agency Software Suite

None

B. Electronic Messaging System

None

C. File Transfers Format


None

Prime Consultant Cost Computations

Summary	
UDBE Utilization %	9.1%
Design and Permitting Total	\$571,804.41
Right-of-Way Total	\$98,846.69

Sub-consultant Cost Computations

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

CRM Name: Camas 38th Avenue			- FEE ESTIMATE								
CRM Client: PBS											
Start/End Date: 10/28/2020											
PM: Don Hardy											
		Staff Title	DIRECTOR, LAND/URBAN	SR. LEAD CONSULTANT,	CONSULTANT, ENVIRONMENTAL	CONSULTANT, ENVIRONMENTA	CONSULTANT, LAND/URBAN	CONSULTANT, PROJECT	SPECIALIST, MARKETING		
		Grade	P-13	P-12	P-09	P-09	P-09	P-09	A-08		
		Staff Name	Don Hardy	Dustin Day	Nicholas Tudar	Bridget Wojtala	Sam Rubin	Sanja Woehlert	Laura Townsend	Rounded Totals	
	Billable Rate		\$245.82	\$179.19	\$104.26	\$105.44	\$121.17	\$111.70	\$95.78		
TASK	TASK DESCRIPTION	HOURS									
1	Subtask 4.0 Meetings	32	16	16						\$6,803.00	
1.1	kick off meeting		2	2						\$851.00	
1.2	monthly meetings		8	8						\$3,401.00	
1.3	internal design meetings		6	6						\$2,551.00	
2	Subtask 4.1 - Wetland and waterbodies delineation	125		8	68	22	19	2	6	\$13,948.00	
2.1	Field work (2 people 4 hours each)			2	4	4				\$1,198.00	
2.2	Data Sheets				4	3				\$734.00	
2.3	Wetland Rating Form (5 wetlands)				20	5				\$2,613.00	
2.4	Draft Delineation Report				30	5	15		4	\$5,856.00	
2.5	Final Delineation Report				10	5	4		2	\$2,247.00	
2.6	Meeting			2						\$359.00	
2.7	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.							2		\$224.00	
2.11	QA/QC			4						\$717.00	
3	Subtask 4.2.1 Methods and Assumption Memo	14	4	6				2	2	\$2,476.00	
3.1	Draft Methods and Assumption Memo			2					1	\$455.00	
3.2	Final Methods and Assumption Memo		1	2					1	\$700.00	
3.3	Meeting		2	2						\$851.00	
3.4	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.							2		\$224.00	
4.10	QA/QC		1							\$246.00	
4	Subtask 4.2.2 NEPA CE Documentation Form	67	8	6		24	25	2	2	\$9,020.00	
4.1	WSDOT coordination		6	6		6	4			\$3,668.00	
4.2	Draft CE Documentation Form					14	14		1	\$3,269.00	
4.3	Final CE Documentation Form					4	4		1	\$1,003.00	
4.4	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.							2		\$224.00	
4.11	QA/QC		2				3			\$856.00	
6	Subtask 4.2.8 Environmental Justice	63	3	2			52	2	4	\$8,006.00	
6.1	Draft EJ matrix and tech memo	39	1	1			35		2	\$4,858.00	
6.2	Final EJ matrix and tech memo	18	1	1			14		2	\$2,314.00	
6.3	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2						2		\$224.00	
6.11	QA/QC	4	1				3			\$610.00	
7	Subtask 4.2.9 ESA No Effect Letter	71	3	2	40	10	10	2	4	\$8,141.00	
7.1	Draft No Effect Letter	46		1	30	5	8		2	\$4,996.00	
7.2	Final No Effect Letter	20		1	10	5	2		2	\$2,183.00	
7.3	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2						2		\$224.00	
7.11	QA/QC	3	3							\$738.00	

9	Subtask 4.3.1 Mitigation Analysis	61	3	22	20	10	2	4	\$8,609.00
9.1	Draft mitigation analysis	32		7	15	8		2	\$3,997.00
9.2	Final Mitigation analysis	16		7	5	2		2	\$2,216.00
9.3	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2					2		\$224.00
9.4	Agency Coordination	8		8					\$1,434.00
9.11	QA/QC	3	3						\$738.00
10	Subtask 4.3.2 Bank Use Plan	76	2	4	40	12	12	2	\$8,708.00
10.1	Draft Bank Use Plan (Limit 6 figures)	43		2	26	4	9	2	\$4,774.00
10.2	Final Bank Use Plan	19		2	8	4	3	2	\$2,170.00
10.3	draft purchase agreement	6			4	2			\$628.00
10.4	Final purchase agreement	4			2	2			\$420.00
10.5	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2					2		\$224.00
10.11	QA/QC	2	2						\$492.00
11	Subtask 4.3.3 JARPA	91	3	22	40	20	2	4	\$11,569.00
11.1	Draft JARPA	37		2	30	3		2	\$3,995.00
11.2	Final JARPA	17		2	10	3		2	\$1,909.00
11.3	Coordination time	20		10	10	10			\$2,847.00
11.4	Meetings and coordination	12		8	4				\$1,856.00
11.5	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2					2		\$224.00
11.11	QA/QC	3	3						\$738.00
13	Subtask 4.4.1 Camas Pre-Application	49	9	8	4	22	2	4	\$7,343.00
13.1	Draft Pre-App Narrative	21	2	2	2	13		2	\$2,828.00
13.2	Final Pre-app Narrative	15	2	2	2	7		2	\$2,101.00
13.3	Pre-app meeting	8	4	4					\$1,701.00
13.4	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2					2		\$224.00
13.10	QA/QC	3	1			2			\$489.00
14	Subtask 4.4.2 SEPA Checklist	52	5	1	12	28	2	4	\$6,675.00
14.1	Draft SEPA checklist	32	1		8	21		2	\$3,826.00
14.2	Final SEPA Checklist	15	1	1	4	7		2	\$1,887.00
14.3	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2					2		\$224.00
14.10	QA/QC	3	3						\$738.00
15	Subtask 4.4.3 - Minor Design Review	67	14			47	2	4	\$9,746.00
15.1	Draft Design Review Narrative	34	6			26		2	\$4,817.00
15.2	Final Design Review Narrative	12	2			8		2	\$1,653.00
15.3	Submittal coordination with team	14	4			10			\$2,196.00
15.4	Review and coordination of draft staff report	5	2			3			\$856.00
15.5	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2					2		\$224.00
16	Subtask 4.4.4 Critical Areas Report	89	5	7	50	21	2	4	\$10,909.00
16.1	Draft Critical Areas Report (limit 10 figures)	56	1	4	34	15		2	\$6,557.00
16.2	Final Critical Areas Report	21	1	2	12	4		2	\$2,546.00
16.3	Application form and compilation of submittal packet	6	1		3	2			\$805.00
16.4	Review and coordination of draft staff report	4	2	1	1				\$777.00
16.5	Invoices and PA work 2 hour per task, 26 hr. over 18 mo.	2					2		\$224.00
	Expenses	No of Miles							\$36.00
\$ 0.575	Mileage	55							\$32.00
10%									\$4.00
	Total Hours	857	75	104	188	174	246	24	46
	Total Expenses								\$36.00
	TOTAL FEE		\$18,436	\$18,636	\$19,601	\$18,346	\$29,809	\$2,681	\$4,406
									\$111,989.00



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 29, 2020

WSP USA, Inc.
250 West 34th Street
New York, NY 10119

Subject: Acceptance FYE 2019 ICR – CPA Report

Dear Christopher Kidd:

We have accepted your firms FYE 2019 Indirect Cost Rate (ICR) based on the “Independent CPA Report,” prepared by Deloitte & Touche, LLP as follows:

- General Services Office: 138.27% of direct labor
(rate includes 0.54% Facilities Capital Cost of Money)
- Bases Field: 106.10% of direct labor
(rate includes 0.40% Facilities Capital Cost of Money)

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink that reads 'Erik K. Jonson'.

Jonson, Erik
Jul 29 2020 1:36 PM

cosign

ERIK K. JONSON
Contract Services Manager

EKJ:ah

WSP USA Inc.
999 3rd Avenue, Suite 3200
Seattle, WA 98104

Alphanumeric Grade	Direct Labor Rate NTE*	GSO Overhead NTE 138.27%	Fixed Fee NTE** 0%	All Inclusive Hourly Billing Rate NTE
A-04	\$23.32	\$32.24	\$0.00	\$55.56
A-05	\$26.69	\$36.90	\$0.00	\$63.59
A-06	\$33.38	\$46.15	\$0.00	\$79.53
A-07	\$44.26	\$61.20	\$0.00	\$105.46
A-08	\$54.10	\$74.80	\$0.00	\$128.90
A-09	\$64.47	\$89.14	\$0.00	\$153.61
P-06	\$33.38	\$46.15	\$0.00	\$79.53
P-07	\$44.26	\$61.20	\$0.00	\$105.46
P-08	\$54.10	\$74.80	\$0.00	\$128.90
P-09	\$64.47	\$89.14	\$0.00	\$153.61
P-10	\$72.12	\$99.72	\$0.00	\$171.84
P-11	\$84.14	\$116.34	\$0.00	\$200.48
P-12	\$100.97	\$139.61	\$0.00	\$240.58
P-13	\$112.42	\$155.44	\$0.00	\$267.86
P-14	\$144.57	\$199.90	\$0.00	\$344.47
P-15	\$176.36	\$243.85	\$0.00	\$420.21
P-16	\$224.00	\$309.72	\$0.00	\$533.72
T-04	\$23.32	\$32.24	\$0.00	\$55.56
T-05	\$26.69	\$36.90	\$0.00	\$63.59
T-06	\$33.38	\$46.15	\$0.00	\$79.53
T-07	\$44.26	\$61.20	\$0.00	\$105.46
T-08	\$54.10	\$74.80	\$0.00	\$128.90
T-09	\$64.47	\$89.14	\$0.00	\$153.61
T-10	\$72.12	\$99.72	\$0.00	\$171.84
T-11	\$84.14	\$116.34	\$0.00	\$200.48
X-11	\$84.14	\$116.34	\$0.00	\$200.48
X-12	\$100.97	\$139.61	\$0.00	\$240.58
X-13	\$112.42	\$155.44	\$0.00	\$267.86
X-14	\$144.57	\$199.90	\$0.00	\$344.47
X-15	\$176.36	\$243.85	\$0.00	\$420.21
X-16	\$224.00	\$309.72	\$0.00	\$533.72

* Note: Escalation shall NOT be included.

** Actual fee to be negotiated

Archaeological Investigations Northwest, Inc.

CLIENT: PBS

Project Name: City of Camas NW 38th Ave Street Improvements

OWNER: City of Camas

Date: October 21, 2020

[illegible]



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

May 08, 2019

Archaeological Investigators Northwest, Inc. (AINW)
3510 NE 122nd Ave
Portland, OR 97230

Subject: Acceptance FYE 2017 ICR – Risk Assessment Review

Dear Jo Reese:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2017 ICR of 159.72%. These rates are applicable to Washington Local Agency Contracts only. These rates may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

Jonson, Erik
May 9 2019 12:19 PM

cosign

ERIK K. JONSON
Contract Services Manager

EKJ:mya

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement:
Archaeological Investigations Northwest, Inc.
3510 NE 122nd Avenue
Portland, OR 97230

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		159.72%	30.00%	
Princ.Inv./PM/Sen.Archaeologist	\$70.00	\$111.80	\$21.00	\$202.80
PI-PM/Senior Archaeologist	\$63.00	\$100.62	\$18.90	\$182.52
PM/Senior Historian/Sen.Architl. Historian	\$46.00	\$73.47	\$13.80	\$133.27
PM/Senior Archaeologist	\$50.20	\$80.18	\$15.06	\$145.44
Architectural Historian	\$28.34	\$45.26	\$8.50	\$82.11
Supervising Archaeologist	\$38.00	\$60.69	\$11.40	\$110.09
Ethnographer, Staff Archaeologist	\$28.40	\$45.36	\$8.52	\$82.28
Graphics-GIS	\$34.50	\$55.10	\$10.35	\$99.95
Staff Archaeologist	\$26.80	\$42.80	\$8.04	\$77.64
Research/ Project Admin./Project Assist.	\$30.00	\$47.92	\$9.00	\$86.92
Archaeological Assistant (Field & Lab)	\$21.00	\$33.54	\$6.30	\$60.84
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00

Exhibit G-1
Subconsultant Fee Determination
Summary Sheet

Project: 38th Ave Phase 3
Task: Right of Way Appraisal and Acquisition Services
Subconsultant: Universal Field Services

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>			<u>Rate</u>	=	<u>Cost</u>
	<u>Field</u>	<u>Office</u>	<u>Total</u>			
Project Manager	15	75	90	X \$50.20	=	\$4,518
Right of Way Agent	18	20	38	X \$26.00	=	\$988
Sr. R/W Agent	60	150	210	X \$35.50	=	\$7,455
Sr. Title Specialist		28	28	X \$27.50	=	\$770
			0	X	=	\$0
			0	X	=	\$0
			0	X	=	\$0
Total DSC					=	<u>\$13,731.00</u>

Overhead (OH Cost -- Including Salary Additives):

OH Rate 51.9% X \$13,731.00 = **\$7,126.39**

Fixed Fee (FF)

FF Rate : 30% X \$13,731.00 = **\$4,119.30**

Reimbursables: **Total Reimbursables** = **\$3,740.00**

Subconsultants: **Total Subconsultant Fees** = **\$38,150.00**

Grand Total **\$66,866.69**

Prepared By: Seth Hemelstrand Date: _____



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

April 3, 2020

Universal Field Services, Inc.
111 Main Street, Suite 105
Edmonds, WA 98020

Subject: Acceptance FYE 2019 ICR – Cognizant Review

Dear Mitch Legel:

We have accepted your firms FYE 2019 Indirect Cost Rate (ICR) of 51.91% of direct labor based on the “Cognizant Review” from the Oklahoma Department of Transportation. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

Jonson, Erik
Apr 6 2020 8:08 AM

cosign

EKJ:ah

EXHIBIT A**Part 3 of 3****CORPORATIONS****FOR UNIT PRICE ESTIMATES****BREAKDOWN OF BILLING RATES AND
DIRECT NON-LABOR COSTS****UNIVERSAL FIELD SERVICES****Universal Field Services
2020****BILLING RATES**

Personnel/Classification	Pay Rate			Overhead 51.91%		Fee 30.000%		Billing Rate	
Corporate Oversight	\$	-	\$ 68.00	\$	-	\$ 35.30	\$	-	\$ 134.29
Project Manager	\$	-	\$ 50.20	\$	-	\$ 26.06	\$	-	\$ 99.14
Sr. Relocation Agent	\$		\$ 40.00			\$ 20.62	\$		\$ 78.90
Sr. Acquisition Agent	\$	-	\$ 35.00	\$	-	\$ 18.17	\$	-	\$ 69.12
Acquisition Agent	\$	-	\$ 30.00	\$	-	\$ 15.57	\$	-	\$ 59.24
Sr. Title Specialist	\$	-	\$ 27.50	\$	-	\$ 14.28	\$	-	\$ 54.31

* Actual Billing Rates will be based upon the actual rate of pay paid to the specific employee performing the work

DIRECT NON-LABOR COSTS

Travel at current IRS rate

Page 1 of 1



Transportation Building
 310 Maple Park Avenue S.E.
 P.O. Box 47300
 Olympia, WA 98504-7300
 360-705-7000
 TTY: 1-800-833-6388
www.wsdot.wa.gov

September 23, 2020

Monica Leal, President
 Global Transportation Engineering Corporation
 227 SW Pine St, STE 220
 Portland, OR 97204-2700

Re: Global Transportation Engineering Corporation
 Safe Harbor Indirect Cost Rate Extension

Dear Ms. Leal:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for Global Transportation Engineering Corporation in March 2016. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. Global Transportation Engineering Corporation opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Global Transportation Engineering Corporation.

Global Transportation Engineering Corporation agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered into prior to June 30, 2021. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7003.

Sincerely,

A handwritten signature in black ink that reads 'Schatzie A. Harvey'.

Schatzie Harvey, CPA
 Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
 Larry Schofield, MS 47323
 File

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Global Transportaton Engineering 227 SW Pine St, Suite 220 Portland, OR 97204				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		110.00%	30.00%	
Principal/Project Manager 3	\$ 48.52	\$53.37	\$14.56	\$116.45
Sr. Project Engineer 2	\$ 48.52	\$53.37	\$14.56	\$116.45
Engineering Associate 2	\$ 30.58	\$33.64	\$9.17	\$73.39
Tech XIV	\$ 33.80	\$37.18	\$10.14	\$81.12

**Subconsultant Fee Determination
Summary Sheet**

Project: 38th Ave Phase 3
Task: Structural Drafting
Subconsultant: 3D Infusion

<u>Classification</u>			<u>Rate</u>	=	<u>Cost</u>
	Total				
Principal	20	X	\$159.87	=	\$3,197
CADD Tech 2	78	X	\$105.78	=	\$8,251
Eng./Admin Tech 1	139	X	\$79.33	=	\$11,027
	0	X		=	\$0
	0	X		=	\$0
	0	X		=	\$0
	0	X		=	\$0
Grand Total				=	<u>\$22,475.11</u>



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

October 25, 2018

David Evans and Associates, Inc.
2100 SW River Parkway
Portland, OR 97201

Subject: Acceptance of Sub-Consultant
3D InFusion, Inc.

Dear Ms. Haley Leitz:

Washington State Department of Transportation (WSDOT) has reviewed and accepted your request to add sub-consultant 3D InFusion, Inc. and their Actuals Not to Exceed (ANTE) rate table for agreement Y-12239 effective October 25, 2018.

This rate table may be subject to additional review if considered necessary by WSDOT.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards,

A handwritten signature in blue ink that reads "Erik K. Jonson".

Jonson, Erik
Oct 29 2018 9:11 AM
cosign

ERIK K. JONSON
Manager, Contract Services Office

EKJ:rck

Enclosure: Accepted Sub-Consultant's ANTE Rate Table

Cc: Traci Fleming

WSDOT Agreement: Y-12239

3D InFusion, Inc. 3758 NW Bronson Crest Loop Portland, OR 97229 Office Rate				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		110.00%	30.40%	
Principal	\$66.50	\$73.15	\$20.22	\$159.87
CADD Tech. 2	\$44.00	\$48.40	\$13.38	\$105.78
Eng./Admin. Tech. 1	\$33.00	\$36.30	\$10.03	\$79.33

3D InFusion, Inc. 3758 NW Bronson Crest Loop Portland, OR 97229 Field Rate				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		80.00%	30.40%	
Principal	\$66.50	\$73.15	\$20.22	\$159.87
CADD Tech. 2	\$44.00	\$48.40	\$13.38	\$105.78
Eng./Admin. Tech. 1	\$33.00	\$36.30	\$10.03	\$79.33

Jonson, Erik
 Oct 29 2018 9:11 AM
 cosign

WSDOT Agreement Y-12239

Exhibit 2

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees 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. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
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 on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** 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 the AGENCY, the 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, the STATE, or the 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 this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, 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 STATE, the AGENCY, 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 enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Certification Document

- Exhibit G-1(a)** Certification of Consultant
- Exhibit G-1(b)** Certification of City of Camas
- Exhibit G-2** Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3** Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4** Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

Item 3.

I hereby certify that I am the and duly authorized representative of the firm of
PBS Engineering and Environmental Inc.

whose address is

415 W 6th, Vancouver, WA 98660

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the **City of Camas**
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

PBS Engineering and Environmental Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of City of Camas

Item 3.

I hereby certify that I am the:

☒

☐ Other

of the **City of Camas**, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the **City of Camas**

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

Item 3.

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal 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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. 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 certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

PBS Engineering and Environmental Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

Item 3.

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

PBS Engineering and Environmental Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

Item 3.

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 38th Avenue Street Improvements, Phase 3 * are accurate, complete, and current as of 11/11/2020 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: PBS Engineering and Environmental Inc.

Signature

Title

Date of Execution _____ ***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

Item 3.

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



Staff Report

December 7, 2020 Council Workshop

Ostenson Canyon Storm and Road Repair Professional Services Agreement Amendment

Presenter: Jim Carothers, Engineering Manager

Phone	Email
360.817.7230	JCarothers@cityofcamas.us

BACKGROUND: A short section of Ostenson Canyon Road, near NW 18th Loop has seen severe erosion over the years that has undermined the existing guardrail and the shoulder of the existing roadway. The City of Camas entered into a contract with PBS Engineering and Environmental on May 19, 2020 to evaluate several possible permanent repair options.

SUMMARY: After consideration and review of these options, Engineering Staff have determined that redesign of the stormwater collection and outfall together with reinforcement of the existing slope with a soldier-pile wall will produce the desired outcome at a reasonable cost, while maintaining at least one-lane of traffic during construction. Additionally, the project will include modest widening of the intersection with NW 18th Loop to facilitate freer and safer movement of vehicles.

Approval of Amendment 1 in the amount of \$134,027.75 will facilitate completion of plans and technical specifications required to advertise the project for bids in mid-2021.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item?

Approval of this item will allow for completion of plans and specifications for this project.

What's the data? What does the data tell us?

The eroded area and threatened section of Ostenson Canyon Road currently have temporary fencing, sandbags and other measures in place to protect it and the public. Completion of the plans and technical specifications is the next step required to advance a permanent repair.

How have communities been engaged? Are there opportunities to expand engagement?

People that live nearby and that use the road routinely are eager to see it permanently repaired. Ostenson Canyon Road is the only ingress/egress for residents that live in

this isolated neighborhood. Staff will continue to engage the neighborhood and nearby residents about the project scope and schedule as preliminary plans are developed and available.

Who will benefit from, or be burdened by this agenda item?

All drivers that use the intersection will benefit from seeing permanent repairs made. Additionally, the intersection will be widened in a manner that allow for freer and safer movement of all vehicles. This will be especially true for garbage and recycle trucks, school buses, and delivery vehicles.

What are the strategies to mitigate any unintended consequences?

The best strategy to prevent further erosion damage to the shoulder and road base is to advance and complete the design promptly so the project can be publicly advertised and bid in mid-2021.

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.

No.

Will this agenda item improve ADA accessibilities for people with disabilities?

Yes. New ADA facilities will improve access across the intersection.

What potential hurdles exists in implementing this proposal (include both operational and political)?

N/A

How will you ensure accountabilities, communicate, and evaluate results?

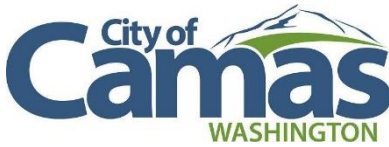
N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution?

This project preserves access for residents, visitors, and emergency services to an established neighborhood.

BUDGET IMPACT: The Camas budget includes \$200,000 for engineering and design of the project. Upon completion of the final design, staff will revisit the project with Mayor and Council to discuss construction funding. The majority of the project cost will be funded by the Stormwater Utility.

RECOMMENDATION: Staff will present this amendment for approval as a Consent Item at a future Council Meeting.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 1

616 NE 4th Avenue
 Camas, WA 98607

Project No. D1005

OSTENSON CANYON STORMWATER AND ROADWAY REPAIR PROJECT

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the _____ day of _____, 2020, by and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **PBS Engineering and Environmental**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may hereinafter be referred to collectively as the "Parties."

The Parties entered into an Original Agreement dated **May 19th, 2020**, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

1. **Scope of Services.** Consultant agrees to perform additional services as identified on **Exhibit "A"** (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.

- a. ☐ Unchanged from Original/Previous Contract

2. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this Amendment by:

- a. ☐ Extended to _____

- b. ☒ Unchanged from Original/Previous Contract date of December 31st, 2021

Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 19 of the Original Agreement.

3. **Payment.** Based on the Scope of Services and assumptions noted in **Exhibit "A"**, Consultant proposes to be compensated on a time and material basis per **Exhibit "B"** (Costs for Scope of Services) with a total estimated not to exceed fee of:

- a. Previous not to exceed fee: \$44,255.00

- b. Amendment No. 1: \$134,027.75

- c. **Total: \$178,282.75**

- d. Consultant billing rates:

- ☐ Modification to Consultant Billing Rates per **Exhibit "C"** attached herein
- ☒ Unchanged from Original Contract

4. 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 _____, 20____.

CITY OF CAMAS:

CONSULTANT:

Authorized Representative

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

EXHIBIT “A”
AMENDED SCOPE OF SERVICES

EXHIBIT “B”
AMENDED COSTS FOR SCOPE OF SERVICES

EXHIBIT “C”
AMENDED CONSULTANT BILLING RATES

CITY OF CAMAS, WASHINGTON

Supplement 1 – Amended Scope of Services

Exhibit “A”

Ostenson Canyon Stormwater and Roadway Repair – Amendment 1 City Project # D1005

INTRODUCTION

This scope of work amends the approved scope of work dated May 19, 2020 for the Ostenson Canyon Stormwater and Road Repair project. Task headings have been maintained for clarity and subtasks represent new work under this agreement. This project is funded with local stormwater funds.

The project team currently includes:

- PBS – Civil and structural engineering, environmental and public involvement services
- GRI – Geotechnical engineering
- Universal Field Services – Property / Right-of-way services

Work under this contract is expected to last about 6 months.

PROJECT DESCRIPTION/BACKGROUND

The Ostenson Canyon Stormwater and Roadway Repair Project is located in the Prune Hill area within the City of Camas (City). This project has been identified as a key project for 2020 and is funded by City stormwater funds.

A 24-inch corrugated metal pipe outfalls the stormwater runoff from the eastern side of prune hill just south and west of the intersection of Ostenson Canyon Road and NE 18th Loop. This outfall pipe is at or over capacity and directly discharges, without energy dissipation, a very high volume of stormwater into the ravine adjacent to the roadway. Over the years, this has scoured out the hillside immediately adjacent to the roadway and has started to undermine the roadway. This has resulted in an ongoing safety concern as one of the guardrail posts is now completely exposed and is adjacent to a 26-foot vertical drop into the scoured-out ravine.

The initial scope of work provided for the Alternatives Analysis phase of the project. This Amendment #1 builds on the preferred alternative to develop approved 100% construction drawings, specification and estimate. GRI previously conducted a preliminary geotechnical investigation of the site to determine potential solutions. This investigation resulted in a series of recommended temporary measures that the City has implemented.

The primary project goals are to:

- Restore adequate support of the roadway section, including guardrail or barrier.
- Improve the stormwater system such that long term outfall erosion is no longer a threat to the roadway stability.

OVERALL PROJECT ASSUMPTIONS

- No additional geotechnical investigation will be needed.
- Project will be considered a Maintenance project, no environmental permitting will be included with this project except for a tree permit
- Project team will perform an upstream analysis to determine outfall pipe size.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

PBS shall oversee project tasks and coordinate with City representatives to manage the scope, schedule and budget for the design engineering phase. The design phase of the project is assumed to take up to 6 months to complete.

Subtask 1.1 Contract Administration

- Prepare and submit monthly invoices. Each invoice will include: date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses and associated mark-ups; total cost for labor and expenses for the billing period; subconsultant fees including markups for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
- Prepare a Contract Summary Report to accompany the monthly invoices. The Contract Summary Report will list each invoice as well as current invoice with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and subconsultants as well as total amounts for each invoice. The Contract Summary Report will also list the total amount billed to date, total amount remaining under contract, and contract expiration date.
- Maintain required contract documentation. Provide copies of project files and records to the City for audits and public information requests. Final documents shall be provided in electronic format as requested.

Deliverables

- Monthly invoices, Contract Summary Reports.
- Project Documentation, upon request

Subtask 1.2 Meetings

This item includes the coordination and meetings necessary to successfully complete the project.

- Up to 12 bi-weekly phone meetings with City staff
- Up to 6 internal PBS design team coordination and meetings. Other consultant team members will attend meetings as needed.
- Preparation for and attendance at four (4) project coordination meetings with City staff including up to two PBS staff.

Deliverables

- Meeting Agendas and Meeting Summaries

Subtask 1.3 Management, Coordination, and Direction

- The Consultant shall provide management, coordination, and direction to the Project team in order to complete the project on time and within budget. The City fosters a partnership approach of all stakeholders in the Project. The Consultant shall integrate this strategy into the overall management approach.
- The Consultant shall establish a quality management program and designate responsibility for review of technical work and other deliverable products.

- Prepare and maintain project design schedule. The schedule shall identify Consultant tasks and items provided by City and other consultants. The schedule shall be updated as circumstances require or as requested by the City (assumes 1 update).

Deliverables

- Project Schedule & Schedule Update
- Summary notes of coordination efforts

Task 2 Survey

Subtask 2.2 – Additional Topographic Survey and Base Map

Although survey was performed as part of the original contract, an additional day of survey is anticipated for the stormwater solution, and driveway regrading.

PBS will perform boundary resolution, topographic surveying and data collection services to include the following:

- Existing driveway and front yard of the 613 NW 18TH Loop property located between Ostenson Canyon Road and NW 18th Loop
- Potential stormwater discharge location east or west of the existing Topo limits
- Prepare existing surface model reflecting collected topographic survey and breaklines.
- Upon completion of topographic survey and development of the surface model, PBS will prepare an existing conditions base map showing mapped features and utilities collected from both survey and as-built plans.
- Consultant will conduct site visits to verify the design fits the field conditions.
- Consultant will conduct site visits, take project photos of each property along the corridor and conduct field verification of survey data represented in project base map. Consultant will use photographs to document pre-project conditions.
- Prepare legal description and exhibit for a storm drainage easement across a portion of Tax Lot 85141002.

Assumptions

- Title reports will be billed as an expense

Deliverables

- Surface Model
- Existing Conditions Basemap
- Legal Descriptions and Exhibit
- Project Photos

TASK 3: ALTERNATIVES ANALYSIS

This work was completed under the original agreement

TASK 4: ENVIRONMENTAL REVIEW AND DOCUMENTATION

Subtask 4.1 – Camas Tree Survey Permit

It is expected that the conceptual alternatives will include the removal of existing trees. The City of Camas regulates trees considered "significant trees". These are defined by CMC 18.03.050 Environmental Definitions as evergreen trees 8-inches and larger in diameter at breast height (dbh), and deciduous trees, other than red alder or cottonwood, twelve inches and larger in dbh. For the tree/vegetation survey the Consultant will conduct the following tasks.

- A professional arborist will identify, inventory, and conduct a condition assessment of all trees meeting the above criteria.
- Evaluate the proposed project design impact to existing trees.
- Prepare a tree plan and memo summarizing the existing tree species and diameter, tree location, tree health condition, hazardous tree appraisals, and preservation.
- Prepare a restoration plan to mitigate for trees impacted at the suggested 2:1 replacement ratio per CMC 16.51.125(B) using native trees. Replacement trees may include mitigation plantings, applicable street trees, City tree fund or some combination thereof.

Assumptions

- This project has been determined by City staff to be a maintenance project. No environmental permitting will be required except for a tree permit
- The tree survey area is limited to the topographic survey limits
- The City will conduct one round of review and comment on the tree survey and tree restoration plan.
- The tree restoration plan will accompany the other project permits but will not require a separate permit application.

Deliverables

- Draft and final tree survey (one electronic copy)
- Draft and final tree restoration plan (one electronic copy)

TASK 5: DESIGN ENGINEERING

Following the selection of the preferred alternative, the Consultant team will provide final design services. The Consultant team will provide the following submittals:

- Preliminary (30%) Design
- 60% Design
- 90% Design
- Final PS&E

Subtask 5.1 Preliminary (30%) Design

The consultant will develop preliminary documents to the 30 percent design stage. These documents will be used to assist the permit process and to verify the project scope versus the available budget. Review documents will consist of drawings and a preliminary opinion of probable construction cost. At this design level, the overall design layout, footprint, and geometrics of the project are established, and all decisions required to generate construction details have been made.

The 30% plans shall include:

- Cover Sheet
- Civil Legend Sheet
- Typical Sections
- Plan over Profile Sheets showing basic roadway geometry information and preliminary stormwater layout
- Slope stabilization plan over profile and typical section

Deliverables

- 30 percent plans and opinion of probable construction cost

Subtask 5.2 - 60 Percent Design (PS&E)

The consultant will address review comments on the 30% Plans and develop construction documents to the 60 percent design level. These documents will consist of plans, a bid item list, an opinion of probable construction cost.

The 60% plans shall include:

- Cover Sheet
- Civil Legend Sheet
- Typical Sections
- Construction Staging and Signing Plans
- Site Prep/Demolition Plans
- Erosion Control and Grading Plans
- Erosion Control Notes Detail Sheets
- Plan over Profile Sheets showing roadway geometry information and stormwater layout
- Slope stabilization plan over profile sheets
- Slope stabilization typical section and details
- Signing and Striping Plans
- Restoration Landscape Plans

Deliverables

- 60% Plans and Cost Estimates (3 hard copies of the plans (11X17), a PDF of the plan set, and cost estimate)
- Preliminary Stormwater/Hydrology Report

Subtask 5.3 - 90 Percent Design (PS&E)

The Consultant will address review comments from the 60% plans and develop construction documents to the 90 percent design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

The 90% plan set shall include the following sheets:

- Cover Sheet

- Civil Legend Sheet
- Typical Sections
- Construction Staging and Signing Plans
- Site Prep/Demolition Plans
- Erosion Control and Grading Plans
- Erosion Control Notes Detail Sheets
- Plan over Profile Sheets showing basic roadway geometry information and stormwater layout
- ADA grading details
- Stormwater plan over profile sheets
- Slope stabilization plan over profile sheets
- Slope stabilization typical section and details
- Signing and Striping Plans
- Miscellaneous Details Sheet
- Standard Detail Sheets

The Consultant will also:

- Compile stormwater analysis from 60%, update the analysis to match the 90% level design and prepare the updated stormwater / Hydrology report.
- Compute quantities and prepare an engineer's estimate of construction costs shown on the plans. Identify which bid items will require special provisions.
- Prepare 90% Level Project Specifications including current WSDOT amendments, GSP's and special provisions necessary for this project.
- Submit 90% plan set, specifications, draft construction schedule, and cost estimate for review

Deliverables

- 90% Plans, Specifications, and Cost Estimates (3 hard copies of the plans (11X17), a PDF of the plan set, specifications, draft construction schedule, and cost estimate)
- Updated Stormwater/Hydrology Report

Subtask 5.4 - Final Design (PS&E)

The consultant will address review comments from the 90% plans and develop construction documents to the Final design submittal. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule. Final documents will be sealed as appropriate for jurisdictional engineering review.

The Consultant will address the 90% comments.

Final design phase plan set shall include:

- Cover Sheet
- Civil Legend Sheet
- Typical Sections
- Construction Staging and Signing Plans
- Site Prep/Demolition Plans
- Erosion Control and Grading Plans
- Erosion Control Notes Detail Sheets
- Plan over Profile Sheets showing basic roadway geometry information and stormwater layout

- ADA grading details
- Stormwater plan over profile sheets
- Slope stabilization plan over profile sheets
- Slope stabilization typical section and details
- Signing and Striping Plans
- Miscellaneous Details Sheet
- Standard Detail Sheets

The Consultant will also:

- Address preliminary stormwater report comments and submit final stormwater report for approval.
- Prepare final special provisions as needed for nonstandard items shown on the plans and compile the project specifications.
- Compute quantities and prepare an engineer's estimate of construction costs.
- Submit 100% Plans, special provisions and estimate for review
- Address City review comments regarding the plans, specs, and estimate.

Assumptions

- A Stormwater Construction Permit (SWCP) will not be required.

Deliverables

- Copy of SWPPP
- 100% Plans, special provisions, and estimate
- Final Stormwater Report
- Bid Documents

Subtask 5.5 - QA/QC

The Consultant will provide quality assurance/quality control (QA/QC) for design work in accordance with the Consultant's QA/QC Policy and the QC Plan prepared in Task 1. The Consultant will provide senior level design and construction personnel to review plan submittals and provide technical support.

TASK 6: FINAL GEOTECHNICAL REPORT

Subtask 6.1 Final Geotechnical Report

Following selection of the preferred repair alternative, the project team will provide consultation during final design of the repair. Our recommendations for final design will be summarized in a geotechnical report. Our services during the final geotechnical design phase will include the following tasks:

- Consultation during final design which may include up to four phone meetings to discuss findings
- Development of final geotechnical design criteria and recommendations for the wall construction which will include design soil parameters for retaining structures, cut and fill slopes, fill materials, wet weather construction, and construction considerations
- Design criteria for ground anchors if required for support of the stormwater pipe restraints
- Evaluation of slope stability of the preferred wall alternative
- Summary of the results of our analyses in a geotechnical report
- Review geotechnical related 60% and 90% plans and specifications

Deliverables

- Final geotechnical report in electronic format

TASK 7: PUBLIC OUTREACH

Task 7.1: Stakeholder and Public Outreach

As the need for public outreach is currently unknown, the Consultant assumes up to 16 hours of public outreach support may be needed to support the City with this project.

TASK 8: RIGHT OF WAY

Task 8.1: Right-Of-Way Acquisition

Consultant shall provide labor, equipment, and materials to acquire one property for the City. The City and PBS will provide the property owner list, maps, descriptions, and documents needed.

R/W activities shall conform to the standards contained in the Uniform Act of 1970 and amendments, the laws of the State of Washington and City Policies and Procedures.

Assumptions:

- Property will be acquired from one (1) private property owner.

Subtask 8.1.1– Preliminary Title Reports

The consultant will obtain preliminary title reports for each property acquisition. The consultant will review each preliminary title report for encumbrances, liens, or defects.

Deliverables

1 preliminary title report

Subtask 8.1.2 – Right of Way Funding Estimate

The consultant will complete a right of way cost estimate in conformance with Washington Department of Transportation's LAG Manual.

Deliverables

One (1) Right of Way Funding Estimate

Subtask 8.1.3– Appraisal and Appraisal Review

The consultant will use Washington Department of Transportation approved appraiser. The consultant shall provide one real estate appraisal for each ownership.

Appraiser shall provide written notice to owners of a planned appraisal inspection and shall provide the property owner or designated representative, if any, an invitation to accompany the appraiser on any inspection of the property for appraisal purposes.

Appraisal shall conform to the Uniform Standards of Professional Appraisal Practice (USPAP).

The consultant will shall provide an appraisal review for each appraisal. The appraisal review will be conducted by another Washington Department of Transportation approved appraiser.

Deliverables

1 appraisal
1 appraisal review

The consultant will conduct negotiations, on behalf of the City.

Consultant will research the ownership status of the parcel and any existing conditions impacting the parcel.
Consultant will provide potential courses of action for obtaining clear title for the City.

Consultant will compile and/or prepare all essential documents to be submitted to owners using City approved documents. These include, but are not limited to project information letters, acquisition and relocation brochures, offer-benefit letters, acquisition summary statements, copy of the valuation, map of acquisition, and instruments of conveyance. Universal shall make all offers in person or by certified mail.

Consultant shall provide all property owners with:

A complete copy of the valuation that just compensation is based upon at the initiation of negotiations.

Consultant will prepare and maintain written diaries of negotiator contacts with property owners and tenants to document:

- efforts to achieve amicable settlements,
- owners' suggestions for changes in plans,
- responses to owners' counterproposals, etc.

Consultant will make every reasonable effort to acquire the ROW expeditiously by negotiation. Property owners must be given reasonable opportunity to consider the offer and present material the owner believes is relevant to determining the value of the property.

Assumptions

City will pay closing and recording costs

Deliverables

1 completed negotiation packet with document for recording.

TASK 9: CONSTRUCTION MANAGEMENT

Subtask 9.1 Bid Support

Pre-Bid Opening Responsibilities

The Consultant shall respond to questions from prospective bidders and City staff before bid opening in reference to the bid package.

Necessary construction management support will be determined by the City prior to advertisement. A scope amendment will be provided at that point in time to best serve the City's needs.

Assumptions

- Support for the City during the bidding process only.
- Participation in construction meetings is not included.

Deliverables

- Electronic responses to bidder inquiries and addenda as needed.

CITY DELIVERABLES TO THE CONSULTANT

Project Coordination

The City will assist the Consultant in managing relationships with other jurisdictions involved in the project, adjacent property owners and the public. The City will provide staff to meet and discuss the project with the Consultant as needed. The City will provide written comments pertaining to the design submittals.

Right of Entry Permits

The City will obtain the right of access to private parcels for all project developments. The Consultant shall coordinate access.

Exhibit B

Ostenson Canyon Stormwater and Roadway Repair

City of Camas, Washington

Tuesday, November 17, 2020

EXHIBIT "B"

	PBS Engineering and Environmental (Engineering/Management)																PBS TOTAL	Subcontractors		SUB TOTAL	BUDGET AMOUNT
Task and Description	PWS MGR VIII	ENG MGR VII	ENG VI	ENG IV	ENG II	Tech IV	LA/PA V	SNR SCIENTIST	Survey VI PLS	Survey IV PLS	Survey II	Survey 3- Person Crew	PIU ADMIN I	Graphic Artist	Public Outreach Specialist	Expense		GRI	UPS		
TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION																	17,000.00			0.00	17,000.00
Subtask 1.1: Contract Administration			6.00											6.00			1,500.00			0.00	\$1,500.00
Subtask 1.2: Meetings	16.00		32.00		6.00											8.00	10,170.00			0.00	\$10,170.00
Subtask 1.3: Management, Coordination, and Direction	2.00		39.00														5,330.00			0.00	\$5,330.00
TASK 2: SURVEYING																	5,890.00			0.00	5,890.00
Subtask 2.1: Surveying and Base Map									4.00	16.00	4.00	10.00					300.00	5,890.00		0.00	\$5,890.00
TASK 3: ALTERNATIVE ANALYSIS																	0.00			0.00	0.00
Subtask 3.1: Alternatives Concept Development																	0.00			0.00	\$0.00
TASK 4: ENVIRONMENTAL REVIEW AND DOCUMENTATION																	3,560.00			0.00	3,560.00
Subtask 4.1: Camas Tree Survey Permit			4.00				70.00										3,560.00			0.00	\$3,560.00
TASK 5: DESIGN ENGINEERING																	73,880.00			0.00	73,880.00
Subtask 5.1: 30 Percent Design (PS&E)	2.00		32.00	16.00	32.00	16.00	8.00										14,820.00			0.00	\$14,820.00
Subtask 5.2: 40 Percent Design (PS&E)	4.00		80.00	40.00	60.00	24.00	8.00										30,740.00			0.00	\$30,740.00
Subtask 5.3: 50 Percent Design (PS&E)	4.00		60.00	40.00	40.00	24.00	4.00										24,560.00			0.00	\$24,560.00
Subtask 5.4: Final Design (PS&E)	4.00		24.00	8.00	24.00	12.00	4.00										10,740.00			0.00	\$10,740.00
Subtask 5.5: QA/QC	16.00	12.00	16.00														7,840.00			0.00	\$7,840.00
TASK 6: GEOTECHNICAL ENGINEERING																	3,040.00		16,350.00		17,390.00
Subtask 6.1: Final Geotech Report	2.00		4.00														1,040.00	16,350.00		16,350.00	\$17,390.00
TASK 7: PUBLIC OUTREACH																	2,640.00			0.00	2,640.00
Task 7.1: Stakeholder and Public Outreach			16.00														2,640.00			0.00	\$2,640.00
TASK 8: RIGHT OF WAY																	660.00			10,047.75	10,707.75
Subtask 8.1: Right-Of-Way Acquisition			4.00														660.00		10,047.75	10,047.75	\$10,707.75
TASK 9: CONSTRUCTION MANAGEMENT																	2,960.00			0.00	2,960.00
Subtask 9.1: Bid Support			4.00	8.00	8.00	2.00											2,960.00			0.00	\$2,960.00
TOTAL HOURS	50.00	12.00	312.00	112.00	170.00	78.00	44.00	0.00	4.00	16.00	4.00	10.00	6.00	0.00	8.00						\$0.00
HOURLY RATES	190.00	180.00	165.00	140.00	115.00	130.00	145.00	105.00	170.00	140.00	105.00	225.00	85.00	100.00	145.00						
TOTAL DOLLARS	9,500.00	2,160.00	\$1,480.00	\$5,680.00	\$19,550.00	\$10,140.00	\$6,380.00	0.00	680.00	2,240.00	420.00	2,250.00	\$10.00	0.00	1,160.00	300.00	\$107,630.00	\$16,350.00	\$10,047.75	26,997.75	\$134,027.75



Staff Report

December 7, 2020 Council Workshop

Green Mountain Area Property Acquisition

Presenter: Steve Wall, Public Works Director and Shawn MacPherson, City Attorney

Phone	Email
360.817.7899	swall@cityofcamas.us

SUMMARY: The City has negotiated the attached purchase and sale agreement for approximately 115 acres of land on the west side of Green Mountain located adjacent to Ingle Road. The 115 acres is currently part of the Green Mountain Planned Residential Development (PRD) and is identified through the PRD as Phase 3. An appraisal for the property was completed by the Sellers in September 2020 that placed a fee simple value on the total 115 gross acres at \$20.1 million. As stated in the Purchase and Sale Agreement (PSA), approximately 60 acres, identified as "Parcel 1", appraised at approximately \$15.5 million would be donated to the City with a closing date on or before December 31, 2020. The remaining 55 acres, identified as "Parcel 2" with an appraised value of \$4.6 million, would be purchased by the City at a negotiated price of \$3.8 million. The closing date for Parcel 2 would be October 31, 2021. See Figure 1 and Figure 2 below for the Site Location and a graphic representation of Parcel 1 and Parcel 2.

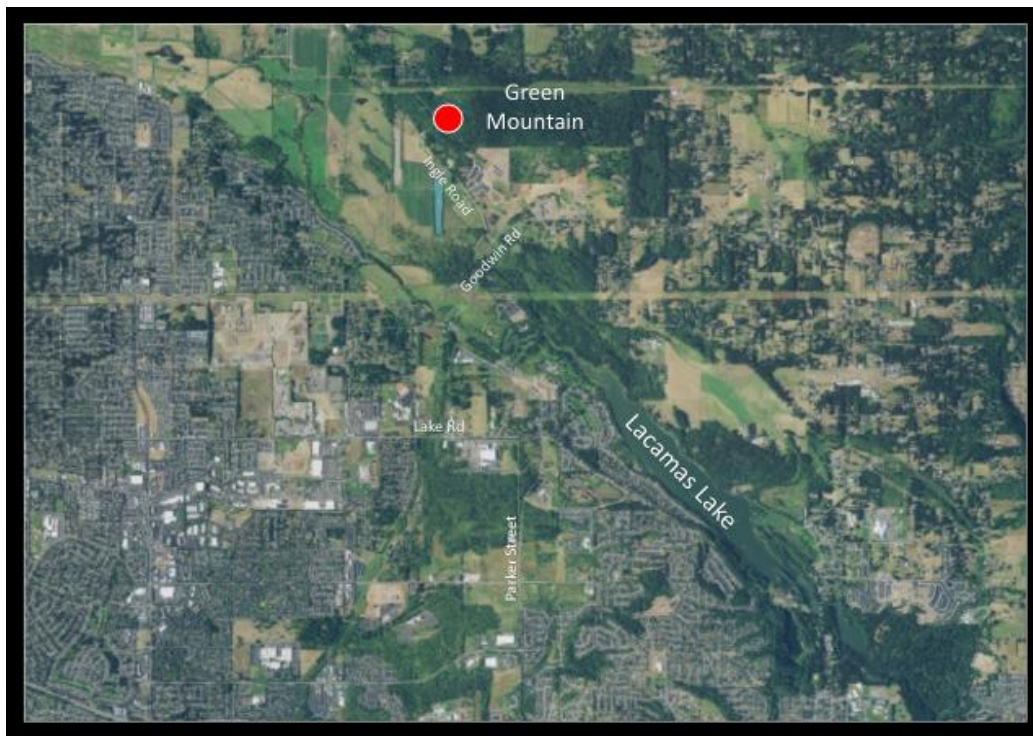


Figure 1: Green Mountain Site Location

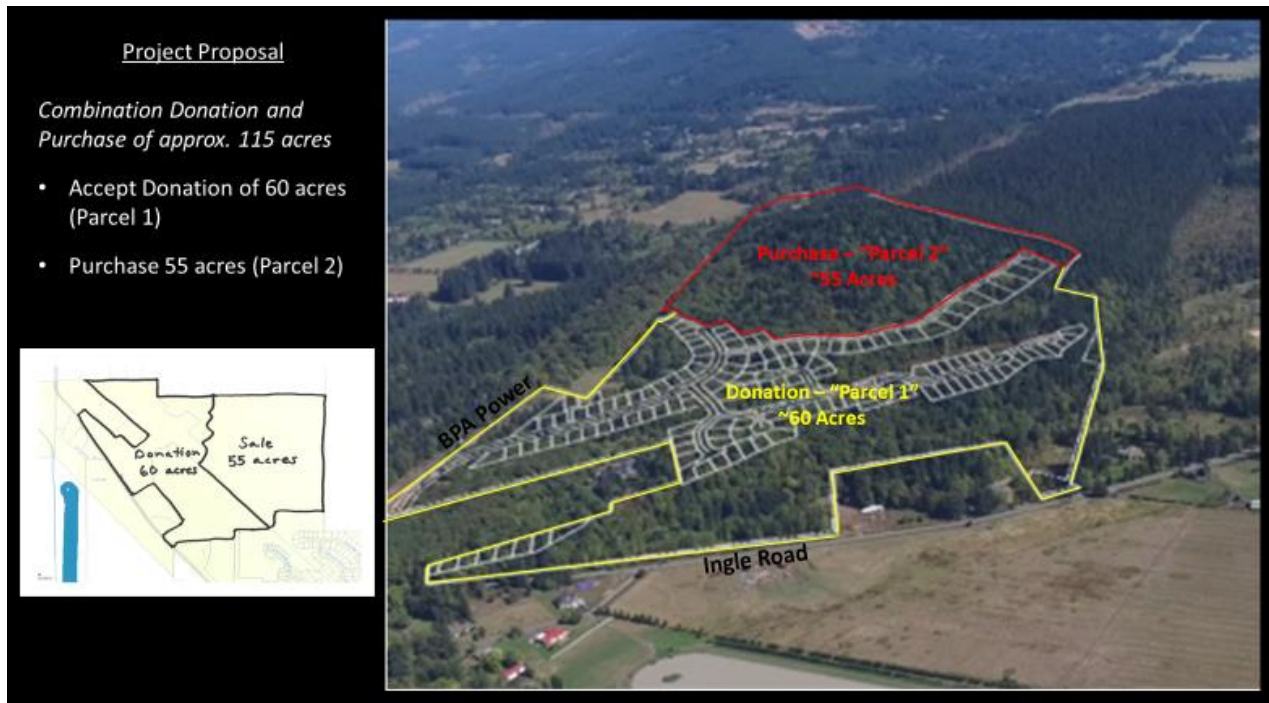


Figure 2: Green Mountain Donation (Parcel 1) and Acquisition (Parcel 2)

Other terms and conditions of the PSA include a requirement that the City provide an interim access and utility easement across Parcel 1 at the closing of Parcel 1, until the closing of Parcel 2 occurs and the City becomes the owner of both parcels. Additionally, there are three separate development agreements associated with the Green Mountain PRD that are addressed in the PSA. The PSA includes provisions to remove the City from any duties or obligations the developers or successors may have associated with a development agreement for the Green Mountain Park. In regard to the remaining two development agreements, the PSA states that the "Sellers and Buyer [City] shall use commercially reasonable efforts, to negotiate and reach agreement on the form and content of an amendment" to the agreements that would remove the City and the Sellers from any duties and obligations associated with the agreements. The PSA further recognizes that any amendments to the agreements "shall comply with all lawful procedures, including public hearings".

Confirmation of this purchase and sale agreement will remove land slated for development, including Phase 3 of the Green Mountain PRD which has preliminary plat approval for 159 lots. The addition of the land to the City's inventory would help protect and conserve the Green Mountain area and make the land available for public use for future generations. The area is identified in the adopted Parks, Recreation and Open Space Plan as a key to not only the City's long-term recreation vision, but also a County-wide link to existing open spaces and future trails. The property is located in an area surrounded by existing State-, County-, School District- and City-owned land and will provide for long-term parks, trails and opens space system links.

EQUITY CONSIDERATIONS:

- What are the desired results and outcomes for this agenda item?
 - Acceptance of donated property and acquisition of real property in support of the City's parks, open space, and trail systems.
- What's the data? What does the data tell us?
 - N/A
- How have communities been engaged? Are there opportunities to expand engagement?
 - N/A
- Who will benefit from, or be burdened by this agenda item?
 - Additional acreage will be added to the City's parks and open space network. This will benefit future generations and provide public access to approximately 115 acres on and around Green Mountain and connections to other publicly-owned land in the area.
- What are the strategies to mitigate any unintended consequences?
 - An appraisal was completed on the 115 acres in September 2020 by the Sellers. An appraisal review will be completed prior to the closing of Parcel 2 to confirm the value of the purchased property. Additionally, due diligence will be completed on both the donated portion of the property and on the acquisition portion of the property.
- Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.
 - N/A
- Will this agenda item improve ADA accessibilities for people with disabilities?
 - N/A
- What potential hurdles exist in implementing this proposal (include both operational and political)?
 - N/A
- How will you ensure accountabilities, communicate, and evaluate results?
 - N/A
- How does this item support a comprehensive plan goal, policy, or other adopted resolution?
 - The City's adopted Parks, Recreation and Open Space (PROS) Plan identifies the desire to include parks and open space around Green Mountain, including improving public access and potentially creating a viewpoint at the top of the mountain. The general area in question is also identified in other County-wide planning documents and efforts, including the Clark County PROS Plan and the

Clark County Conservation Areas Acquisition Plan. The area is also adjacent to and in close proximity to other parks and open space already owned by the City, County, Department of Natural Resources, and the Camas School District and will ultimately be a key location for the connections of the Vancouver Lake-to-Lacamas Lake Trail and trail connections to Camp Bonneville and the Lacamas Heritage Trail.

BUDGET IMPACT: As discussed above, 60 acres of land will be donated to the City with Parcel 1 with an appraised value of approximately \$15.5 million. 55 acres of land will be acquired, identified as Parcel 2, for a negotiated purchase price of \$3.8 million. The City will also contribute 50% of the closing costs for each parcel. In addition, the PSA includes provisions pertaining to \$100,000 in earnest money, which is to be deposited by the City into escrow with the title company within five (5) days of the Execution Date of the PSA.

City funds to be used towards purchase of the property will likely come from the City's Real Estate Excise Tax Fund and/or a combination of general obligation bonds. Staff will be working to find all available grant opportunities that could retroactively be used towards the purchase of Parcel 2. Though grants are never guaranteed, staff believes the parcels have the amenities and are located in key areas that will increase the City's chances of success with grant applications.

Based on the approval of 159 lots associated with Phase 3 of the Green Mountain PRD, there would be a loss in property tax revenue, Real Estate Excise Tax, utility revenues and bonding capacity assuming building of homes occurs; however, estimating the potential loss is difficult based on the potential variation in housing allowed and indications from the developer that donation of a large portion of the property would likely occur regardless. It is also noted there will be less infrastructure and area in which the City would need to provide public services which will help offset the loss in revenues.

RECOMMENDATION: This Workshop item is for Council's review and information only. This topic has also been placed on the December 7th Regular Meeting Agenda for Council's consideration.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”), dated effective as of December 1, 2020 (the “**Effective Date**”), is entered into between Terrell & Associates L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PatRick Investments, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; Edward Maletis Real Estate Holdings LLC, a Washington limited liability company, as to an undivided 13.9286% interest; Green Mountain RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB Green Partners, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest (each, a “**Seller**” and collectively, “**Sellers**”), and City of Camas, Washington, a Washington municipal corporation (“**Buyer**”).

Recitals

A. Sellers own approximately one hundred fifteen (115) acres of unimproved land situated in Clark County, Washington. Such unimproved land consists of two parcels that are hereinafter referred to as “**Parcel 1**” and “**Parcel 2**.” Parcel 1 is legally described on Exhibit A attached hereto, and its approximate location is depicted on the map attached hereto as Exhibit B. Parcel 2 is legally described on Exhibit C attached hereto, and its approximate location is depicted on Exhibit B attached hereto. Parcel 1 and Parcel 2 shall hereinafter from time to time be collectively referred to as the “**Property**.”

B. It is the intention of Sellers and Buyer that Sellers, on or before December 31, 2020, will donate Parcel 1 to Buyer and that Buyer will purchase Parcel 2 from Sellers on or before October 31, 2021.

Agreement

1. **Donation of Parcel 1.** Sellers shall donate Parcel 1 to Buyer pursuant to the terms and conditions as set forth in this Agreement (the “**Parcel 1 Donation**”).

(a) **Parcel 1 Closing.** Sellers’ donation of Parcel 1 to Buyer shall close at or through the office of Stewart Title Guaranty Company (the “**Title Company**”) at 210 E. 13th Street, Suite 200, Vancouver, Washington 98660, Attention: Janice Mann, on a date selected by Buyer that (a) is reasonably acceptable to Sellers and (b) occurs on or before December 31, 2020 (the “**Parcel 1 Closing**”). The Parcel 1 Closing shall occur when the Parcel 1 Deed, as such term is defined in Section 1(b)(i)(A) of this Agreement, is recorded in the Records of Clark County, Washington. The date on which the Parcel 1 Closing occurs shall be referred to in this Agreement as the “**Parcel 1 Closing Date**.”

(b) **Deliveries to the Title Company.**

(i) **By Sellers.** On or before the Parcel 1 Closing Date, Sellers shall deliver the following in escrow to the Title Company:

(A) A bargain and sale deed (the “**Parcel 1 Deed**”), executed and acknowledged by Sellers, in the form attached hereto as Exhibit D, conveying Parcel 1 to Buyer.

(B) The Easement Agreement (as such term is defined in Section 1(i) of this Agreement), executed and acknowledged by Sellers.

(C) A Real Estate Excise Tax Affidavit and a Real Estate Excise Tax Supplemental Statement (stating that the Parcel 1 Donation is exempt from the real estate excise tax as a gift), executed on behalf of Sellers.

(D) A certification from Sellers, or a certification from each Seller, representing that no Seller is a “foreign person” as defined in Internal Revenue Code Section 1445.

(E) Such proof of Sellers’ authority and authorization to enter into this Agreement and consummate the Parcel 1 Donation, and such proof of the power and authority of the person or persons executing or delivering any instruments, documents, or certificates on behalf of Sellers to act for and bind Sellers, as may be reasonably required by the Title Company.

(ii) **By Buyer.** On or before the Parcel 1 Closing Date, Buyer shall deliver the following in escrow to the Title Company:

(A) A Real Estate Excise Tax Affidavit and a Real Estate Excise Tax Supplemental Statement (stating that the Parcel 1 Donation is exempt from the real estate excise tax as a gift), executed by Buyer.

(B) The Easement Agreement, executed and acknowledged by Buyer.

(C) The amount due to Sellers, if any, after the adjustments and prorations are calculated in accordance with Sections 1(d) and 1(e) of this Agreement.

(D) A written acknowledgment pursuant to Section 170(f)(8) of the Internal Revenue Code (the “**Code**”) and 26 CFR § 1.170A-13(f) (the “**Parcel 1 Written Acknowledgment**”), in form and content satisfactory to Sellers, which, among other things, (i) describes the non-cash contribution as Parcel 1 and (ii) states that no goods or services were provided by Buyer to Sellers as consideration for the Parcel 1 Donation.

(E) Such proof of Buyer’s authority and authorization to enter into this Agreement and consummate the Parcel 1 Donation, and such proof of the power and authority of the person or persons executing or delivering any instruments, documents, or certificates on behalf of Buyer

to act for and bind Buyer, as may be reasonably required by the Title Company.

(c) **Title Insurance for the Parcel 1 Donation.** If Buyer purchases an owner's policy of title insurance for the Parcel 1 Transaction, Sellers shall pay, at the Parcel 1 Closing, an amount equal to one-half of the cost of the premium for such policy of title insurance; provided, however, that (i) in no event shall Sellers be obligated to pay more than one-half of the premium for a standard owner's policy of title insurance, and (ii) in no event shall the amount of the title insurance coverage purchased by Buyer for which Sellers are obligated to pay one-half of the premium exceed the amount of the appraised value of Parcel 1, as such value is reflected in Sellers' appraisal. The amount payable by Sellers pursuant to this Section 1(d) shall hereinafter be referred to as "**Sellers' Contribution to Buyer's Parcel 1 Title Policy.**"

(d) **Adjustments for the Parcel 1 Donation.** At the Parcel 1 Closing, Sellers shall pay for one-half of all escrow fees and costs charged by the Title Company in connection with the Parcel 1 Donation; one-half of the real estate excise tax (to the extent the Parcel 1 Donation is not exempt from the real estate excise tax) and one-half of any other real property transfer or excise taxes arising from the conveyance of Parcel 1 to Buyer; Sellers' share of prorations pursuant to Section 1(e) of this Agreement; one-half of the cost of recording the Easement Agreement; and Sellers' Contribution to Buyer's Parcel 1 Title Policy. At the Parcel 1 Closing, Buyer shall pay all costs and expenses relating to the recordation of the Parcel 1 Deed; one-half of all escrow fees and costs; one-half of the real estate excise tax (to the extent the Parcel 1 Donation is not exempt from the real estate excise tax) and one-half of any other real property transfer or excise taxes arising from the conveyance of Parcel 1 to Buyer; Buyer's share of prorations pursuant to Section 1(e) of this Agreement; and one-half of the cost of recording the Easement Agreement. Buyer and Sellers shall pay their own respective legal and professional fees.

(e) **Prorations for the Parcel 1 Donation.** Buyer represents and warrants that it is exempt from all real property taxes. Real property taxes and other assessments with respect to Parcel 1 for the tax or assessment year in which the Closing occurs shall be prorated as of the Parcel 1 Closing Date. For the purpose of calculating prorations, Buyer will be deemed to be in title to Parcel 1 and entitled to the income and responsibility for the expenses therefor, beginning at 12:01 a.m. on the Parcel 1 Closing Date. Such prorations shall be paid at the Parcel 1 Closing by Buyer to Sellers (if the prorations result in a net credit to Sellers) or by Sellers to Buyer (if the prorations result in a net credit to Buyer).

(f) **Sellers' Contingencies for the Parcel 1 Closing.** In addition to the other conditions set forth in this Agreement, Sellers' obligations to deliver the Parcel 1 Deed and to proceed with the Parcel 1 Closing are subject to each of the following conditions:

(i) Buyer having complied in all material respects with all of Buyer's covenants and obligations to be performed under this Agreement, and the representations and warranties of Buyer set forth in this Agreement shall, in all

material respects, as of the Effective Date and the Parcel 1 Closing Date, be true and complete.

(ii) Buyer's delivery to the Title Company, on or before the Parcel 1 Closing Date, of any amounts due to Sellers or the Title Company pursuant to Sections 1(d) and 1(e) this Agreement or any other provision of this Agreement.

(iii) Sellers' receipt from Buyer of the Parcel 1 Written Acknowledgment in form and content satisfactory to Sellers.

(iv) Buyer's execution and delivery to the Title Company of the Easement Agreement, in form and content satisfactory to Sellers in Sellers' sole discretion, for recordation in the Records of Clark County, Washington, on the Parcel 1 Closing Date.

(v) Buyer's delivery to the Title Company, on or before the Parcel 1 Closing Date, of each of the items described in Section 1(b)(ii) of this Agreement.

(g) **Buyer's Contingencies for the Parcel 1 Closing.** In addition to the other conditions set forth in this Agreement, Buyer's obligations to accept the Parcel 1 Donation and proceed with the Parcel 1 Closing are subject to the satisfaction of each of the following conditions:

(i) Sellers having complied in all material respects with all of Sellers' covenants and obligations to be performed under this Agreement.

(ii) Sellers' execution and delivery to Buyer or the Title Company of the Easement Agreement, in form and content satisfactory to Buyer in Buyer's sole discretion, for recordation in the Records of Clark County, Washington, on the Parcel 1 Closing Date.

(iii) Sellers' delivery to the Title Company, on or before the Parcel 1 Closing Date, of each of the items described in Section 1(b)(i) of this Agreement.

(h) **Remedies for Breach of the Parcel 1 Donation.**

(i) **Buyer's Remedies.** If the conditions set forth in Section 1(f) of this Agreement are satisfied or are waived by Sellers, and Sellers fail to convey Parcel 1 to Buyer as the result of Sellers' failure to perform as required under this Agreement, through no fault of Buyer, Buyer's sole remedy shall be to terminate this Agreement, in which event the Earnest Money shall be promptly refunded to Buyer, and Sellers shall have no obligation to convey Parcel 2 to Buyer. In no event shall Sellers be liable to Buyer for any damages, including, without limitation, punitive, special, consequential, indirect, and/or lost profits damages.

(ii) **Sellers' Remedies.** If the conditions set forth in Section 1(g) of this Agreement are satisfied or are waived by Buyer, and the Parcel 1 Closing fails to occur as the result of Buyer's failure to perform as required under this

Agreement, through no fault of Sellers, Sellers' sole remedy hereunder shall be to terminate this Agreement, in which event the Earnest Money (as such term is defined in Section 2(b) of this Agreement) shall be promptly refunded to Buyer, and Sellers shall have no obligation to convey Parcel 1 or Parcel 2 to Buyer.

(i) **Buyer's Cooperation with Sellers for the Parcel 1 Donation.** Buyer agrees, at no cost or expense to Buyer, to reasonably cooperate with Sellers in connection with effecting the Parcel 1 Donation and with Sellers' efforts to receive a charitable tax deduction from such donation. Such cooperation shall include, without limitation, executing and delivering to the Title Company or to Sellers the Parcel 1 Written Acknowledgment and any other documents reasonably requested by Sellers.

(j) **Easement Agreement.** It is the intention of Sellers and Buyer to negotiate and enter into, at the time of the Parcel 1 Closing, a form of easement agreement (the "**Easement Agreement**") pursuant to which Buyer shall grant Sellers, as owners of Parcel 2, an easement for access and utilities from a designated location on Parcel 2, over and across a designated portion of Parcel 1, to a designated location on N.E. Ingle Road. The Easement Agreement shall be recorded on the Parcel 1 Closing Date and shall not be subject or subordinate to any liens or encumbrances created by or for Buyer. Upon the Parcel 2 Closing (as such term is defined in Section 2(d) of this Agreement), Sellers shall execute such commercially reasonable instruments that may be requested by Buyer to effect a termination of the Easement Agreement.

2. **Purchase and Sale of Parcel 2.** Sellers shall sell to Buyer and Buyer shall purchase from Sellers Parcel 2 pursuant to the terms and conditions of this Agreement (the "**Parcel 2 Transaction**").

(a) **Parcel 2 Purchase Price.** The purchase price for Parcel 2 (the "**Parcel 2 Purchase Price**") shall be the sum of \$3,800,000. Sellers and Buyer agree that an appraisal commissioned by Sellers ("**Sellers' Appraisal**") indicates that Parcel 2 has an appraised market value of \$4,600,000; and Sellers intend that the difference between such appraised value and the Parcel 2 Purchase Price will be deemed to be a charitable contribution to Buyer pursuant to Section 501(c)(3) of the Code.

(b) **Payment of the Parcel 2 Purchase Price.** Within five (5) days after the Execution Date (defined in Section 3(x) of this Agreement), Buyer shall deposit into escrow with the Title Company, as earnest money, the sum of One Hundred Thousand Dollars (\$100,000) (the "**Earnest Money**"). The Earnest Money shall be nonrefundable to Buyer except as otherwise set forth in this Agreement. At the Parcel 2 Closing (as such term is defined in Section 2(d) of this Agreement), the Earnest Money shall be credited toward payment of the Parcel 2 Purchase Price.

(c) **Balance of the Parcel 2 Purchase Price.** On or before the Parcel 2 Closing Date, Buyer shall deposit into escrow with the Title Company, in the form of cash, wire transfer of funds, or a cashier's check, the balance of the Parcel 2 Purchase Price, which shall be an amount equal to the Parcel 2 Purchase Price less the amount of

Earnest Money deposited by Buyer with the Title Company, subject to adjustments and credits as set forth in Sections 2(f) and 2(g) of this Agreement.

(d) **Parcel 2 Closing.** Sellers' conveyance of Parcel 2 to Buyer shall close at or through the office of the Title Company on a date selected by Buyer that is reasonably acceptable to Sellers and is not later than October 31, 2021 (the "**Parcel 2 Closing**"). The Parcel 2 Closing shall occur when the Parcel 2 Deed (as such term is defined in Section 2(e)(i)(A) of this Agreement) is recorded and the Parcel 2 Purchase Price is disbursed to Sellers. The date on which the Parcel 2 Closing occurs shall be referred to in this Agreement as the "**Parcel 2 Closing Date.**"

(e) **Deliveries to the Title Company.**

(i) **By Sellers.** On or before the Parcel 2 Closing Date, Sellers shall deliver the following in escrow to the Title Company:

(A) A Bargain and Sale Deed, executed and acknowledged by Sellers, in the form attached hereto as Exhibit E (the "**Parcel 2 Deed**"), conveying Parcel 2 to Buyer.

(B) A Real Estate Excise Tax Affidavit, executed on behalf of Sellers.

(C) A certification from Sellers, or a certification from each Seller, representing that no Seller is a "foreign person" as defined in Internal Revenue Code Section 1445.

(D) Such proof of Sellers' authority and authorization to enter into this Agreement and consummate the Parcel 2 Transaction, and such proof of the power and authority of the person or persons executing or delivering any instruments, documents, or certificates on behalf of Sellers to act for and bind Sellers, as may be reasonably required by the Title Company.

(ii) **By Buyer.** On or before the Parcel 2 Closing Date, Buyer shall deliver the following in escrow to the Title Company:

(A) The Parcel 2 Purchase Price, in accordance with Sections 2(b) and 2(c) of this Agreement.

(B) A Real Estate Excise Tax Affidavit, executed by Buyer.

(C) The amount due to Sellers, if any, after the adjustments and prorations are calculated in accordance with Sections 2(f) and 2(g) of this Agreement.

(D) A written acknowledgment pursuant to Section 170(f)(8) of the Code and 26 CFR § 1.170A-13(f) (the "**Parcel 2 Written**

Acknowledgment”), in form and content satisfactory to Sellers, which, among other things, (i) describes the non-cash contribution as a portion of Parcel 2 (the “**Parcel 2 Donation**”) and (ii) states that no goods or services were provided by Buyer to Sellers as consideration for the Parcel 2 Donation.

(E) Such proof of Buyer’s authority and authorization to enter into this Agreement and consummate the Parcel 2 Transaction, and such proof of the power and authority of the person or persons executing or delivering any instruments, documents, or certificates on behalf of Buyer to act for and bind Buyer, as may be reasonably required by the Title Company.

(f) **Adjustments for the Parcel 2 Transaction.** At the Parcel 2 Closing, Sellers shall pay for one-half of all escrow fees and costs charged by the Title Company in connection with the Parcel 2 Transaction, Sellers’ share of prorations pursuant to Section 2(g) of this Agreement; one-half of the real estate excise tax and one-half of any other real property transfer or excise taxes arising from the conveyance of Parcel 2 to Buyer; the premium for the issuance by the Title Company to Buyer of a standard owner’s policy of title insurance for Parcel 2 in an amount not to exceed the Parcel 2 Purchase Price, insuring title to Parcel 2 vested in Buyer; one-half of the cost of recording the Sewer Development Agreement Amendment; and one-half of the cost of recording the 2015 Development Agreement Amendment. At the Parcel 2 Closing, Buyer shall pay one-half of all escrow fees and costs charged by the Title Company in connection with the Parcel 2 Transaction; one-half of the real estate excise tax and one-half of any other real property transfer or excise taxes arising from the conveyance of Parcel 2 to Buyer; all costs and expenses relating to the recordation of the Parcel 2 Deed and any security instruments relating to Buyer’s financing; Buyer’s share of prorations pursuant to Section 2(g) of this Agreement; one-half of the cost of recording the Sewer Development Agreement Amendment; and one-half of the cost of recording the 2015 Development Agreement Amendment. Buyer and Sellers shall pay their own respective legal and professional fees.

(g) **Prorations for Parcel 2.** Buyer represents and warrants that it is exempt from all real property taxes. Real property taxes and other assessments with respect to Parcel 2 for the tax or assessment year in which the Parcel 2 Closing occurs shall be prorated as of the Parcel 2 Closing Date. For the purpose of calculating prorations, Buyer will be deemed to be in title to Parcel 2 and entitled to the income and responsibility for the expenses therefor, beginning at 12:01 a.m. on the Parcel 2 Closing Date. Such prorations shall be paid at the Parcel 2 Closing by Buyer to Sellers (if the prorations result in a net credit to Sellers) or by Sellers to Buyer (if the prorations result in a net credit to Buyer). To facilitate the Parcel 2 Closing and pursuant to Buyer’s request, Seller shall not, without Buyer’s prior consent (which shall not be unreasonably withheld, conditioned, or delayed), pay the second one-half of the 2021 real property taxes owing against Parcel 2 until the first to occur of (i) the Parcel 2 Closing Date, (ii) October 31, 2021, or (iii) the termination of this Agreement.

(h) **Sellers' Contingencies for the Parcel 2 Closing.** In addition to the other conditions set forth in this Agreement, Sellers' obligations to deliver the Parcel 2 Deed and to proceed with the Parcel 2 Closing are subject to each of the following conditions:

- (i) Buyer having complied in all material respects with all of Buyer's covenants and obligations to be performed under this Agreement.
- (ii) Buyer's delivery to the Title Company, on or before the Parcel 2 Closing Date, of the Parcel 2 Purchase Price pursuant to Sections 2(b) and 2(c) of this Agreement.
- (iii) Buyer's delivery to the Title Company, on or before the Parcel 2 Closing Date, of any amounts due to Sellers or the Title Company pursuant to Sections 2(f) and 2(g) this Agreement or any other provision of this Agreement.
- (iv) Buyer's delivery to the Title Company, on or before the Parcel 2 Closing Date, of each of the items described in Section 2(e)(ii) of this Agreement.
- (v) Sellers' receipt from Buyer of the Parcel 2 Written Acknowledgment in form and content satisfactory to Sellers.

(i) **Buyer's Contingencies for the Parcel 2 Closing.** In addition to the other conditions set forth in this Agreement, Buyer's obligation to deliver the Parcel 2 Purchase Price and proceed with the Parcel 2 Closing are subject to the satisfaction of each of the following conditions:

- (i) Sellers having complied in all material respects with all of Sellers' covenants and obligations to be performed under this Agreement.
- (ii) Sellers' delivery to the Title Company, on or before the Parcel 2 Closing Date, of each of the items described in Section 2(e)(i) of this Agreement.

(j) **Remedies for Breach of the Parcel 2 Transaction.**

(i) **Buyer's Remedies.** If the conditions set forth in Section 2(h) of this Agreement are satisfied or are waived by Sellers, and Sellers fail to convey Parcel 2 to Buyer as the result of Sellers' failure to perform as required under this Agreement, through no fault of Buyer, Buyer's sole remedy shall be to either (A) terminate this Agreement, in which event the Earnest Money shall be refunded to Buyer, or (B) seek specific performance of this Agreement. In no event shall Sellers be liable to Buyer for any damages, including, without limitation, punitive, special, consequential, indirect, and/or lost profits damages.

(ii) **Sellers' Remedies.** If the conditions set forth in Sections 2(i)(i) and 2(i)(ii) of this Agreement are satisfied or are waived by Buyer, and the Parcel 2 Closing fails to occur as the result of Buyer's failure to perform as required under this Agreement, through no fault of Sellers, Sellers shall be entitled to (A) terminate this Agreement as to the Parcel 2 Transaction, in which

event the Earnest Money shall be promptly disbursed by the Title Company to Sellers, (B) seek specific performance of this Agreement, and/or (C) pursue any other legal or equitable remedy.

(k) **Sellers' Cooperation with Buyer.** Sellers agree to reasonably cooperate with Buyer, at no cost or expense to Sellers, in connection with effecting the Parcel 2 Transaction and with Buyer's efforts to receive grant funding for Buyer's purchase of Parcel 2. Such cooperation may include, without limitation, executing and delivering to the Buyer such commercially reasonable documents that may be reasonably requested by Buyer. Sellers shall take no action prior to the Parcel 2 Closing that, to the actual knowledge of Sellers, would unreasonably and materially impair the receipt of such grant funding.

(l) **Buyer's Cooperation with Sellers for the Parcel 2 Donation.** Buyer agrees, at no cost or expense to Buyer, to reasonably cooperate with Sellers in connection with effecting the Parcel 2 Donation and with Sellers' efforts to receive a charitable tax deduction from such donation. Such cooperation shall include, without limitation, executing and delivering to the Title Company or to Sellers the Parcel 2 Written Acknowledgment and any other documents reasonably requested by Sellers.

(m) **Termination of this Agreement.** Buyer may terminate this Agreement as to the Parcel 2 Transaction by written notice given to Sellers on or before March 1, 2021, if Buyer's review of Sellers' Appraisal does not support a market value of at least \$3,800,000 for Parcel 2. Buyer agrees that its review of Sellers' Appraisal will assume that Parcel 1 and Parcel 2 have identical ownership. Upon a termination of this Agreement by Buyer pursuant to this Section 2(m), one-half of the Earnest Money (\$50,000) shall be promptly delivered to Sellers (and Buyer shall have no right or claim to such Earnest Money), and one-half of the Earnest Money (\$50,000) shall be promptly refunded to Buyer; and Sellers and Buyer shall have no further obligations hereunder with respect to Parcel 2 except for Buyer's Indemnification Obligation, as such term is defined in Section 3(b) of this Agreement, and any other obligation that expressly survives the termination of this Agreement. If Buyer does not terminate this Agreement pursuant to this Section 2(m), the Title Company shall, promptly after March 1, 2021, release and disburse to Sellers the entire \$100,000 Earnest Money; and such Earnest Money shall be nonrefundable to Buyer except to the extent Buyer is entitled to a refund of the Earnest Money pursuant to Section 2(j)(i) of this Agreement.

3. **Provisions Applicable to the Parcel 1 Donation and the Parcel 2 Transaction.**

(a) **Sellers' Documents.** Within ten (10) days after the Execution Date, Sellers shall deliver to Buyer copies of the documents described on Exhibit F attached hereto ("**Sellers' Documents**"), to the extent such documents are in the possession of Sellers. Sellers' Documents shall be provided for informational purposes only and without warranties of any kind or nature, express or implied. Buyer acknowledges and understands that all such materials provided by Sellers are only for Buyer's convenience in making its own examination and determination as to whether it wishes to purchase the Property, and, in so doing, Buyer shall rely exclusively upon its own independent

investigation and evaluation of every aspect of the Property and not on any materials made available by Sellers.

(b) **Buyer's Inspections.** Subject to the provisions of this Section 3(b), Buyer and its representatives may, prior to the Due Diligence Date, enter upon the Property for the purpose of making any non-invasive inspection, investigation, test, or survey, including without limitation environmental assessments, of the Property as Buyer reasonably deems necessary. Buyer shall indemnify Sellers and Sellers' managers for, hold Sellers and Sellers' managers harmless from, and defend Sellers and Sellers' managers against any loss, damage, or claim arising out of Buyer's entry and/or activities upon the Property, including without limitation any claim of lien against the Property arising from services performed on behalf of Buyer or at Buyer's request. The obligations of Buyer described in the immediately preceding sentence shall be referred to in this Agreement as "**Buyer's Indemnification Obligation**" and shall survive the Parcel 1 Closing, the Parcel 2 Closing, and any termination of this Agreement. The parties agree that (i) all inspections of the Property by Buyer or its representatives shall be conducted after reasonable prior notice to Sellers; (ii) Sellers shall be entitled to require that a representative of Sellers accompany representatives of Buyer on all inspections of the Property; (iii) all inspections by Buyer or its representatives shall be conducted in such manner as shall be required in order not to physically damage the Property in any respect; (iv) Buyer shall be required to obtain Sellers' prior written approval of the scope and methods of any Phase II environmental assessment of the Property or other physically intrusive inspection or examination; (v) if this Agreement is terminated for any reason other than Sellers' breach of or default under this Agreement, Buyer shall, within ten (10) days after the date of Seller's request, deliver to Sellers copies of all tests, investigations, inspections, and assessments of or relating to the Property performed by Buyer or at Buyer's request; and (vi) Buyer shall not reveal the results of Buyer's inspections to any third party other than Buyer's representatives, attorneys, accountants and lenders, except as required by law. Buyer shall promptly repair any damage to the Property caused by or resulting from the inspections, investigations, tests, assessments, and other activities of Buyer and/or Buyer's consultants and other representatives. Prior to conducting any inspections of or testing on the Property, (A) Buyer and its consultants shall deliver to Sellers a certificate or certificates evidencing commercial general liability insurance, with Sellers named as additional insureds, with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, or (B) Buyer shall provide reasonably satisfactory evidence to Sellers that the insurance coverages specified in the preceding clause are satisfied by virtue of Buyer's enrollment in the Washington Cities Insurance Authority.

(c) **Due Diligence Date.** If, on or before December 14, 2020 (the "**Due Diligence Date**"), Buyer determines, in Buyer's sole and absolute discretion, that the Property, or any aspect or portion thereof, for any reason or no reason whatsoever, is not satisfactory to Buyer, Buyer may terminate this Agreement by written notice to Sellers given on or before the Due Diligence Date, in which event the Earnest Money shall be promptly returned to Buyer, and Sellers and Buyer shall have no further obligations under this Agreement except for Buyer's Indemnification Obligation. If Buyer fails to provide such written notice of termination on or before the Due Diligence Date, the Earnest

Money shall thereafter be deemed nonrefundable to Buyer unless Buyer terminates this Agreement pursuant to Sections 1(h)(i), 2(j)(i), or 2(m) of this Agreement.

(d) **Sellers' Representations and Warranties.**

(i) **Representations and Warranties.** Sellers represent and warrant to Buyer as of the Effective Date and, unless Sellers notify Buyer otherwise in writing, as of the Parcel 1 Closing Date and the Parcel 2 Closing Date, as follows:

(A) Sellers have the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein. The person or persons executing this Agreement and the instruments referred to herein on behalf of Sellers have the legal power, right, and actual authority to bind Sellers to the terms and conditions of this Agreement.

(B) The execution, delivery and performance by Sellers of Sellers' obligations under this Agreement do not constitute a default under any of the provisions of any law, governmental rule, regulation, judgment, decree or order by which Sellers are bound, or under any provision of any contract to which such Sellers are a party, or under such Sellers' organizational documents, as the case may be.

(C) To the actual knowledge of Sellers, there is no litigation, claim, or arbitration pending or threatened with regard to the Property or its operation.

(D) There are no leases, subleases, or other tenancies relating to the Property.

(E) To the actual knowledge of Sellers, the Property is not presently in violation of any law, including Environmental Laws (as such term is defined in Section 3(f)(iv) of this Agreement).

(F) Sellers have not entered into any other contracts for the sale of the Property that remain in existence as of the Effective Date, and there are no existing options for the purchase of the Property that Sellers have granted to any third party.

(G) All persons and entities supplying labor, materials, and/or equipment to the Property at the request of Seller have been paid and, to the actual knowledge of Sellers, no person or entity is entitled to file or record a construction lien or mechanic's lien with respect to the Property.

(ii) **Survival; Damages; Actual Knowledge.** The foregoing representations and warranties of Sellers are true and accurate and shall survive the Parcel 2 Closing for a period of one year, it being the intention of Sellers and Buyer that any legal action relating to relating to a breach of Sellers'

representations and warranties relating to Parcel 1 must be brought within one year after the Parcel 1 Closing, and any legal action relating to a breach of Sellers' representations and warranties relating to Parcel 2 must be brought within one year after the Parcel 2 Closing, or Buyer shall be forever barred from bringing such legal action. Notwithstanding the foregoing, Buyer's recoverable damages for claims arising from the breach of Sellers' representations or warranties shall not include any consequential damages, lost profits, or punitive damages; and Sellers shall have no liability whatsoever to Buyer with respect to a breach of any of the representations or warranties herein contained if Buyer, prior to the Parcel 1 Closing or Parcel 2 Closing, obtains actual knowledge of a fact or circumstance, the existence of which would constitute a breach of such Sellers' representation or warranty hereunder relating to the parcel that is the subject of such closing. The term "**actual knowledge of Sellers**" shall mean the current, actual knowledge of John O'Neil, a manager of the tenancy in common that is comprised of Sellers, with no duty of inquiry or investigation.

(e) **Buyer's Representations and Warranties.** In addition to any express agreements of Buyer contained herein, the following constitute representations and warranties of Buyer to Sellers as of the Effective Date and, unless Buyer notifies Sellers otherwise in writing, as of the Parcel 1 Closing and the Parcel 2 Closing:

(i) Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein. The person or persons executing this Agreement and the instruments referred to herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

(ii) The execution, delivery and performance by Buyer of its obligations under this Agreement do not constitute a default under any of the provisions of any law, governmental rule, regulation, judgment, decree or order by which Buyer is bound, or under any provision of any contract to which Buyer is a party or by which Buyer is bound, or under Buyer's organizational documents.

The foregoing representations and warranties of Buyer shall survive the Parcel 1 Closing and the Parcel 2 Closing.

(f) **As Is; Release.**

(i) **Buyer acknowledges and agrees that, prior to the Parcel 1 Closing and the Parcel 2 Closing, Buyer will have made Buyer's independent investigation and examination of the Property and conditions associated therewith in order to become familiar with the condition thereof. Except as expressly set forth in this Agreement, it is understood and agreed that Sellers are not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect**

to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, income derived from the Property, physical condition, the structural integrity of any improvements, the conformity of the improvements to any plans or specifications for the Property (including, but not limited to any plans and specifications that may have been or which may be provided to Buyer), zoning or building code requirements, governmental approvals, the compliance of the Property with governmental laws (including, without limitation, Environmental Laws or accessibility for handicapped persons), soil conditions, latent or patent physical or environmental conditions, the sufficiency of any undershoring, the sufficiency of any drainage, whether the Property is located wholly or partially in any flood plain or flood hazard boundary or similar area, the existence or non-existence of underground storage tanks, any other matter affecting the stability or integrity of the land or the improvements, the availability of public utilities and services for the Property, the fitness or suitability of the Property for any intended use, the potential for further development of the Property, or the existence of vested land use, zoning or building entitlements affecting the Property, or any other matter or thing whatsoever regarding the Property.

(ii) Buyer expressly acknowledges and agrees that, upon the Parcel 1 Closing and the Parcel 2 Closing, Sellers shall sell and convey to Buyer and Buyer shall accept each such parcel, “as is, where is, with all faults.” Buyer has not relied and will not rely on, and Sellers are not liable for or bound by, any expressed or implied warranties, guaranties or representations pertaining to the Property made or furnished by Sellers, any employee, agent, or manager of Sellers, or any real estate broker or agent representing or purporting to represent Sellers, to whomever made or given, directly or indirectly, orally or in writing, unless such warranty, guaranty or representation is specifically set forth in this Agreement. Buyer represents to and covenants with Sellers that Buyer has conducted, or will conduct prior to Closing, such investigations of the Property, including but not limited to, the physical and environmental conditions thereof, as Buyer deems necessary or desirable to satisfy Buyer as to the condition of the Property and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or about or discharged from the Property, and, except for any representation, warranty or covenant expressly set forth in this Agreement, will rely solely upon the same and not upon any information provided by or on behalf of Sellers or Sellers’ agents, employees, or managers with respect thereto.

(iii) Buyer acknowledges and agrees that Buyer will not hold Sellers or any Seller liable for the condition of the Property, whether known or unknown, currently existing or in the future, whether based on a claim in tort, contract, statute (including any Environmental Laws), or otherwise, except for breach of any express representation or warranty given by Sellers

in this Agreement. Except for any claim arising from the breach of any representation or warranty expressly set forth in this Agreement, Buyer hereby releases, waives, and renounces any claim against Sellers (and each Seller), Sellers' managers, and each Seller's members, managers, employees, agents, attorneys, affiliates, beneficiaries, and assigns relating to the condition of the Property, including, without limitation, any claim arising under any Environmental Laws.

(iv) **"Environmental Laws"** means any present and future local, state and federal laws, regulations, rules, or ordinances relating to the environment and environmental conditions, including without limitation the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j, and all federal, state, or local regulations, orders and decrees now or hereafter promulgated thereunder.

(g) **Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered (including by means of professional messenger service), which notices and communications shall be deemed given on the date of their receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications shall be deemed given two (2) business days after the date of their deposit in the United States mail; (c) sent by overnight delivery using a nationally recognized overnight courier service, which notices and communications shall be deemed given one business day after the date of their deposit with such courier, or (d) sent by email, which notices and communications shall be deemed given on the date indicated on the email. Notices shall be sent to the following addresses:

To Sellers: c/o John O'Neil
Metropolitan Land Group
17933 N.W. Evergreen Parkway, Suite 300
Beaverton, Oregon 97006
Email: john@metlandgroup.com

With a copy sent on the same day to: Schwabe, Williamson & Wyatt, P.C.
Attention: James F. Dulcich
1211 S.W. Fifth Avenue, Suite 1900
Portland, Oregon 97204
Email: jdulcich@schwabe.com

To Buyer: City of Camas
 Attn: Jamal Fox, City Administrator
 616 NE Fourth Avenue
 Camas, Washington 98607
 Email: jfox@cityofcamas.us

With a copy sent on the same day to: Shawn R. MacPherson, City Attorney
 430 N.E. Everett
 Camas, Washington 98607
 Email: macphersonlaw@comcast.net

Notice of change of address shall be given by written notice in the manner detailed in this Section 3(g). Notices may be given by a party or a party's attorney or agent.

(h) **Brokers.** Buyer represents and warrants to Sellers that no broker or finder has been engaged by Buyer in connection with the transaction contemplated by this Agreement. Sellers represent and warrant to Buyer that no broker or finder has been engaged by Sellers in connection with the transaction contemplated by this Agreement. Buyer shall indemnify Sellers for, hold Sellers harmless from, and defend Sellers against any claims for commissions or fees asserted by any broker or finder claiming by, through, or under Buyer. Sellers shall indemnify Buyer for, hold Buyer harmless from, and defend Buyer against any claims for commissions or fees asserted by any broker or finder claiming by, through, or under Sellers. The provisions of this Section 3(i) shall survive the Parcel 1 Closing and the Parcel 2 Closing.

(i) **Assignment.** Buyer may not assign Buyer's rights and interest under this Agreement without the prior written consent of Sellers, which consent may be withheld in Sellers' sole and absolute discretion.

(j) **Development Agreements.** Buyer is a party to the following two agreements with Green Mountain Land LLC ("**GML**"), Sellers' predecessor as fee owner to Parcel 1 and Parcel 2, that are recorded against Parcel 1 and Parcel 2: (a) that certain Development Agreement between GML and the City of Camas that was recorded on February 5, 2016, as Recording No. 5254840, in the Records of Clark County, Washington (the "**Sewer Development Agreement**"), and (b) that certain Development Agreement between GML and the City of Camas that was recorded on January 6, 2015, as Recording No. 5134733, in the Records of Clark County, Washington (the "**2015 Development Agreement**"). Prior to the Parcel 2 Closing, Sellers and Buyer shall use commercially reasonable and good faith efforts to negotiate and reach agreement on the form and content of an amendment to the Sewer Development Agreement (the "**Sewer Development Agreement Amendment**") and an amendment to the 2015 Development Agreement (the "**2015 Development Agreement Amendment**") that release the City, GML and Sellers from any obligations under the Sewer Development Agreement and the 2015 Development Agreement insofar any such duties and obligations pertain to Parcel 1 and Parcel 2; and such agreed-upon amendments, if any, shall be executed and acknowledged by Sellers and Buyer and recorded in the Records of Clark County, Washington, on the Parcel 2 Closing Date. Buyer and Sellers acknowledge that any such

amendments shall comply with all lawful procedures, including public hearings, and both parties agree to cooperate with such process to effect the terms herein. Sellers and Buyer stipulate and agree that the Development Agreement relating to parks that was recorded on October 24, 2017, as Recording No. 5454921 in the Records of Clark County, Washington (the “**Park Development Agreement**”) does not impair the title of Parcel 1 or Parcel 2 and that the duties and obligations set forth in the Park Development Agreement shall continue in full force and effect as to the named parties and assigns thereof following the Parcel 1 Closing and the Parcel 2 Closing.

(k) **Approval of Title.** Sellers have furnished to Buyer a commitment for issuing title insurance relating to the Property with a date of October 15, 2020 (the “**Title Report**”), together with copies of documents affecting title that are referenced in the Title Report. Within five (5) days after the Execution Date of this Agreement, Buyer shall notify Sellers in writing of all title exceptions in the Title Report to which Buyer objects (the “**Objectable Exceptions**”). Within four (4) days after receiving Buyer’s notice of Objectable Exceptions, Sellers will notify Buyer whether Sellers will remove, prior to the Parcel 1 Closing (if the Objectable Exceptions pertain to Parcel 1) or the Parcel 2 Closing (if the Objectable Exceptions pertain to Parcel 2), the Objectable Exceptions. (If Sellers fail to provide such notice to Buyer within such four (4)-day period, Sellers shall be deemed to have elected not to remove the Objectable Exceptions.) If Sellers are unable or unwilling to remove any Objectable Exceptions, Buyer shall, within three (3) days after receiving Sellers’ response (or within three (3) days after the expiration of the four (4)-day period for Sellers’ response if Sellers fail to provide notice to Buyer within such four (4)-day period), by notice to Sellers, elect whether to purchase the particular parcel to which the Objectable Exceptions pertain, subject to the Objectable Exceptions that will not be removed by Sellers, or terminate this Agreement. If Buyer elects to terminate this Agreement, the Earnest Money shall be refunded to Buyer, and Sellers and Buyer shall have no further obligations under this Agreement except for Buyer’s Indemnification Obligation. Notwithstanding any other provision of this Section 3(k), Sellers shall remove or cause to be removed, at or prior to the Parcel 1 Closing, any mortgages, trust deeds, and other security instruments recorded against Parcel 1 that secure financing provided to Sellers; and Sellers shall remove or cause to be removed, at or prior to the Parcel 2 Closing, any mortgages, trust deeds, and other security instruments recorded against Parcel 2 that secure financing provided to Sellers.

(l) **City Council Ratification of this Agreement.** The effectiveness of this Agreement is conditioned upon the ratification of this Agreement by the City of Camas City Council (the “**Council**”) at a regularly scheduled meeting of the Council. Buyer intends to submit this Agreement to the Council for the Council’s ratification at the Council’s December 7, 2020, meeting. If the Council has not approved and ratified this Agreement on or before December 21, 2020, this Agreement shall terminate, the Earnest Money shall be refunded to Buyer, and Sellers and Buyer shall have no further obligations under this Agreement except for Buyer’s Indemnification Obligation. Buyer has informed Sellers that the Council will, prior to the Parcel 2 Closing Date and in accordance with Buyer’s standard procedures, ratify or approve the closing documents (including the Sewer Development Agreement Amendment and the 2015 Development

Agreement Amendment) that will be executed by the City in connection with the Parcel 2 Closing; and such documents shall be ratified or approved by the Council if they are consistent with the terms and provisions of this Agreement.

(m) **Partial Invalidity.** If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(n) **Waivers.** No waiver of any breach of any covenant or provision contained herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(o) **Exhibits.** The exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

(p) **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the successors and permitted assigns of the parties to this Agreement.

(q) **Representation.** The initial draft of this Agreement was prepared by Schwabe, Williamson & Wyatt, P.C., which represents Sellers. Buyer acknowledges that Buyer had an opportunity to consult with separate legal counsel prior to executing this Agreement. Sellers and Buyer waive any claim that any term or condition of this Agreement should be construed against the drafter. This Agreement will be construed as if it had been prepared by both of the parties hereto.

(r) **Attorney Fees.** In the event that either Sellers or Buyer institute against the other a suit, action, arbitration, or other legal proceeding of any nature whatsoever, relating to this Agreement or to the rights or obligations of the parties with respect thereto, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable attorney, paralegal, accountant, expert witness (whether or not called to testify at trial or other proceeding) and other professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, including but not limited to deposition transcript and court reporter costs, as determined by the judge or arbitrator at trial or other proceeding, and including such fees, costs and expenses incurred in any appellate or review proceeding, or in collecting any judgment or award, or in enforcing any decree rendered with respect thereto, in addition to all other amounts provided for by law. This cost and attorney fees provision shall apply with respect to any litigation or other proceedings in bankruptcy court, including litigation or proceedings related to issues unique to bankruptcy law.

(s) **Entire Agreement.** This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior letters of intent and memorandums of understanding with respect to the subject matter of the Agreement. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by written instrument signed by Sellers (or its managers) and Buyer. The parties do not intend to confer any benefit on any person, firm, or corporation other than the parties hereto.

(t) **Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

(u) **Time of Essence.** Sellers and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision of this Agreement.

(v) **Construction.** Headings at the beginning of each section and subsection of this Agreement are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and vice versa. Unless otherwise indicated, all references to sections are to this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. As used in this Agreement, “**business day**” means a day other than a Saturday, Sunday or legal holiday.

(w) **Governing Law.** The parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Washington.

(x) **Execution Date.** The “**Execution Date**” of this Agreement is the later of the dates shown beneath the parties’ signatures on the signature of this Agreement.

(y) **Section 1031 Exchange.** If either party (the “**Exchanging Party**”) intends to have the Property used as the relinquished or replacement property for an exchange under Section 1031 of the Code, the other party (the “**Other Party**”) will cooperate in such exchange as long as (a) such cooperation is at the sole expense of the Exchanging Party, (b) the Other Party assumes no additional risk or liability or loses no remedies or rights due to the exchange transaction, (c) the Closing is not delayed as a result of the exchange, and (d) the Other Party is not obligated to take title to any additional property.

(z) **Required Actions of Buyer and Sellers.** Buyer and Sellers agree to (i) execute all such reasonable instruments and documents and to take all reasonable

actions pursuant to the provisions of this Agreement in order to consummate the Parcel 1 Donation and the Parcel 2 Transaction as contemplated herein, and (ii) use their respective commercially reasonable efforts to accomplish the Parcel 1 Closing and the Parcel 2 Closing in accordance with the provisions of this Agreement.

(aa) **Seller Disclosure Statement.** Pursuant to RCW 64.06.010, Buyer hereby waives its right to receive a seller's disclosure statement pursuant to RCW 64.06.013.

[Signature Page Follows]

SELLERS:

TERRELL & ASSOCIATES L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PATRICK INVESTMENTS, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; EDWARD MALETIS REAL ESTATE HOLDINGS LLC, a Washington limited liability company, as to an undivided 13.9286% interest; GREEN MOUNTAIN RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB GREEN PARTNERS, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest

By: _____
John O'Neil, Manager of Sellers

Date: _____, 2020

By: Terrell Group Management, LLC, an Oregon limited liability company,
Manager of Sellers

By: _____
Patrick Terrell, Member

Date: _____, 2020

Exhibits:

Exhibit A: Legal Description of Parcel 1
Exhibit B: Map
Exhibit C: Legal Description of Parcel 2
Exhibit D: Parcel 1 Deed
Exhibit E: Parcel 2 Deed
Exhibit F: Sellers' Documents

BUYER:

CITY OF CAMAS, WASHINGTON, a Washington municipal corporation

By: _____

Name: _____

Title: _____

Date: _____, 2020

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

A parcel of land located in a portion of the Thomas J. Fletcher Donation Land Claim No. 51, and the Daniel Ollis Donation Land Claim No. 52, and lying within the Northeast quarter of Section 20, and the Southeast quarter of Section 17, Township 2 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington, described as follows:

COMMENCING at the Southeast corner of said Section 17;

THENCE North 01° 45' 46" East, along the East line of said Southeast quarter, a distance of 293.65 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "D", recorded under Auditor's File No. 5550741 AMD, records of said County;

THENCE along the North line of said Exhibit "D" parcel the following courses:

THENCE North 89° 08' 23" West, parallel with the South line of said Southeast quarter, a distance of 633.51 feet;

THENCE South 01° 45' 46" West, parallel with the East line of said Southeast quarter, a distance of 180.54 feet;

THENCE South 61° 08' 05" West, a distance of 99.20 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "F", recorded under Auditor's File No. 5550741 AMD, records of said County and the TRUE POINT OF BEGINNING;

THENCE leaving said North line, North 44° 04' 38" West, a distance of 1729.40 feet;

THENCE North 87° 02' 18" West, a distance of 55.03 feet to a point on a 25.00 foot radius curve to the left;

THENCE along said 25.00 foot radius curve to the left (the long chord of which bears South 55° 08' 15" West, a distance of 30.66 feet), an arc distance of 33.01 feet;

THENCE South 17° 18' 48" West, a distance of 13.65 feet to a point on a 44.00 foot radius curve to the left;

THENCE along said 44.00 foot radius curve to the left (the long chord of which bears South 03° 00' 29" West, a distance of 21.74 feet), an arc distance of 21.97 feet;

THENCE South 78° 42' 10" West, a distance of 130.21 feet;

THENCE South 50° 22' 11" West, a distance of 40.78 feet;

THENCE South 37° 37' 52" West, a distance of 102.48 feet;

THENCE South 04° 25' 46" East, a distance of 392.13 feet to a 3/4 inch iron pipe at the Northeast corner of that parcel of land conveyed to Keith Bakker by deed recorded under Auditor's File No. G-646584, records of said County;

THENCE South 33° 49' 02" East, along the East line of said "Bakker" parcel, a distance of 667.95 feet to a

3/4 inch iron pipe, and the Southeast corner thereof;

THENCE South 49° 37' 59" West, along the South line of said "Bakker" parcel, a distance of 353.18 feet, more or less, to the centerline of NE. Ingle Road;

THENCE South 40° 25' 24" East, along said centerline, a distance of 178.15 feet to a point which bears South 06° 18' 14" West from a 1/2 inch iron pipe on an Easterly line of that parcel of land conveyed to James M. Bartmess by instrument recorded under Auditor's File No. 8911140220, records of said County;

THENCE North 06° 18' 14" East, along said Easterly line, a distance of 71.63 feet to said 1/2 inch iron pipe;

THENCE North 86° 45' 59" East, along a Southerly line of said "Bartmess" parcel, a distance of 9.94 feet to the Northwest corner of that parcel land conveyed to Ronald D. Warman and Rhonda Warman, husband and wife, by deed recorded under Auditor's File No. 9004270087, records of said County;

THENCE North 86° 58' 36" East, along the North line of said "Warman" parcel, a distance of 790.14 feet to the Northeast corner thereof, said point also being on the West line of "PARCEL 2" as described in that deed to AE Green Mountain, LLC, recorded under Auditor's File No. 5485415, records of said County;

THENCE North, 02° 04' 33" East, along the West line of said AE Green Mountain, LLC parcel, a distance of 118.49 feet to the Northwest corner thereof;

THENCE South 89° 08' 23" East, along the North line of said AE Green Mountain, LLC parcel, and the North line of said CLB Washington Solutions I, LLC parcel described in Exhibit "F", a distance of 406.50 feet to a point which bears South 61° 08' 05" West, from the TRUE POINT OF BEGINNING;

THENCE North 61° 08' 05" East, a distance of 50.20 to the TRUE POINT OF BEGINNING.

A parcel of land located in a portion of the Daniel Ollis Donation Land Claim No. 52, and lying within the South half of Section 17, Township 2 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington, described as follows:

COMMENCING at the Southeast corner of said Section 17;

THENCE North 01° 45' 46" East, along the East line of said Southeast quarter, a distance of 293.65 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "D", recorded under Auditor's File No. 5550741 AMD, records of said County;

THENCE continuing North 01° 45' 46" East, along said East line, a distance of 1668.35 to the Southeast corner of Lot 12 of the Plat of Mountain Glen, recorded in Book J of Plats, at Page 199, record of said County,

THENCE North 89° 22' 57" West, along the South line of said Lot 12, a distance of 1455.75 feet to a point which bears South 89° 22' 57" East, a distance of 730.30 feet, from the Southwest corner of said Lot 12;

THENCE leaving said South line, South 00° 37' 03" West, a distance of 143.76 feet;

THENCE South 36° 42' 34" West, a distance of 125.00 feet;

THENCE South 53° 17' 26" East, a distance of 70.00 feet;

THENCE South 36° 42' 34" West, a distance of 140.00 feet;

THENCE South 18° 34' 50" East, a distance of 39.26 feet;

THENCE South 50° 06' 38" East, a distance of 120.00 feet;

THENCE South 39° 53' 22" West, a distance of 142.06 feet to a point on a non-tangent 120.00 foot radius curve to the left;

THENCE along said 120.00 foot radius curve to the left (the long chord of which bears North 49° 16' 41" West, a distance of 3.49 feet), an arc distance of 3.49 feet;

THENCE North 50° 06' 38" West, a distance of 23.25 feet;

THENCE South 39° 53' 22" West, a distance of 89.99 feet to the TRUE POINT OF BEGINNING;

THENCE North 50° 06' 00" West, a distance of 145.05 feet;

THENCE North 34° 57' 46" West, a distance of 121.13 feet;

THENCE North 66° 10' 19" East, a distance of 14.62 feet;

THENCE North 55° 02' 14" East, a distance of 75.65 feet;

THENCE North 55° 56' 38" East, a distance of 52.01 feet;

THENCE North 44° 42' 13" East, a distance of 59.80 feet;

THENCE North 36° 42' 34" East, a distance of 16.13 feet;

THENCE North 53° 17' 26" West, a distance of 90.00 feet;

THENCE North 36° 42' 34" East, a distance of 13.20 feet;

THENCE North 53° 17' 26" West, a distance of 142.08 feet;

THENCE South 36° 28' 56" West, a distance of 26.87 feet;

THENCE South 55° 49' 34" West, a distance of 93.89 feet;

THENCE South 81° 42' 47" West, a distance of 59.99 feet;

THENCE North 67° 16' 28" West, a distance of 60.00 feet;

THENCE North 58° 13' 08" West, a distance of 63.70 feet;

THENCE North 44° 16' 44" West, a distance of 46.41 feet;

THENCE North 45° 43' 16" East, a distance of 82.68 feet to a point which bears South 44° 16' 44" East, from the Southwest corner of said Lot 12;

THENCE North 44° 16' 44" West, a distance of 196.68 feet to the Southwest corner of said Lot 12;

THENCE North 01° 45' 46" East, along the West line of said Lot 12, a distance of 256.70 feet to the Southeast corner of Lot 11 of said Plat of Mountain Glen;

THENCE North 89° 22' 57" West, along the South line of said Plat of Mountain Glen, a distance of 930.24 feet to the Northeast corner of that parcel of land conveyed to Lon and Rachelle Combs, by deed recorded under Auditor's File No. 4150099 D. records of said County;

THENCE South 44° 04' 35" East, along the Northeasterly line of said "Combs" parcel, a distance of 1131.67 feet to the most Easterly Southeast corner of said "Combs" parcel;

THENCE South 45° 55' 25" West, along the Southeasterly line of said "Combs" parcel, a distance of 254.00 feet to the Southwest corner thereof;

THENCE along the Southwesterly lines of said "Combs" parcel, the following courses:

THENCE North 44° 04' 35" West, a distance of 257.24 feet to an angle point;

THENCE South 45° 55' 25" West, a distance of 60.00 feet to an angle point;

THENCE North 44° 04' 35" West, a distance of 607.89 feet to an angle point;

THENCE South 45° 55' 25" West, a distance of 132.24 feet, more or less, to the centerline of NE. Ingle Road, said point being on a non-tangent 675.00 foot radius curve to the right;

THENCE leaving said "Combs" parcel, along said 675.00 foot radius curve to the right (the long chord of which bears South 26° 56' 02" East, a distance of 55.22 feet), an arc distance of 55.23 feet;

THENCE along the centerline of said NE. Ingle Road, the following courses:

THENCE South 24° 35' 23" East, a distance of 57.61 feet to a point on a 1200.00 foot radius curve to the left;

THENCE along said 1200.00 foot radius curve to the left (the long chord of which bears South 28° 02' 22" East, a distance of 144.41 feet), an arc distance of 144.50 feet;

THENCE South 31° 29' 20" East, a distance of 190.47 feet;

THENCE South 30° 43' 55" East, a distance of 678.85 feet;

THENCE South 29° 58' 13" East, a distance of 238.24 feet to a point which bears South 59° 56' 15" West from a 1/2 inch iron pipe marking the Northwest corner of that parcel of land conveyed to Keith Bakker by deed recorded under Auditor's File No. G-646584, records of said County;

THENCE leaving said centerline, North 59° 56' 15" East, a distance of 21.66 feet to said iron pipe;

THENCE continuing North 59° 56' 15" East, along the North line of said "Bakker" parcel, a distance of 329.81 feet to a 3/4 inch iron pipe and the Northeast corner thereof;

THENCE leaving said "Bakker" parcel, North 04° 25' 46" West, a distance of 392.13 feet;

THENCE North 37° 37' 52" East, a distance of 102.48 feet;

THENCE North 50° 22' 11" East, a distance of 40.78 feet;

THENCE North 78° 42' 10" East, a distance of 130.21 feet to a point on a non-tangent 44.00 foot radius curve to the right;

THENCE along said 44.00 foot radius curve to the left (the long chord of which bears North 03° 00' 29" East, a distance of 21.74 feet), an arc distance of 21.97 feet;

THENCE North 17° 18' 48" East, a distance of 13.65 feet to a point on a 25.00 foot radius curve to the right;

THENCE along said 25.00 foot radius curve to the right (the long chord of which bears North 55° 08' 15" East, a distance of 30.66 feet), an arc distance of 33.01 feet;

THENCE South 87° 02' 18" East, a distance of 55.03 feet to a point which bears North 44° 04' 38" West

from the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "F", recorded under Auditor's File No. 5550741 AMD, records of said County;

THENCE South 44° 04' 38" East, a distance of 428.29 feet;

THENCE North 45° 55' 22" East, a distance of 77.48 feet;

THENCE North 22° 23' 48" East, a distance of 156.33 feet;

THENCE North 15° 42' 20" West, a distance of 40.03 feet;

THENCE North 32° 16' 02" West, a distance of 46.58 feet to a point which bears South 50° 06' 00" East, from the TRUE POINT OF BEGINNING;

THENCE North 50° 06' 00" West, a distance of 27.96 feet to the TRUE POINT OF BEGINNING.

A parcel of land located in a portion of the Daniel Ollis Donation Land Claim No. 52, and lying within the Southeast quarter of Section 17, Township 2 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington, described as follows:

COMMENCING at the Southeast corner of said Section 17;

THENCE North 01° 45' 46" East, along the East line of said Southeast quarter, a distance of 293.65 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "D", recorded under Auditor's File No. 5550741 AMD, records of said County;

THENCE continuing North 01° 45' 46" East, along said East line, a distance of 1668.35 to the Southeast corner of Lot 12 of the Plat of Mountain Glen, recorded in Book J of Plats, at Page 199, record of said County,

THENCE North 89° 22' 57" West, along the South line of said Lot 12, a distance of 1455.75 feet to a point which bears South 89° 22' 57" East, a distance of 730.30 feet, from the Southwest corner of said Lot 12, said point being the TRUE POINT OF BEGINNING;

THENCE leaving said South line, South 00° 37' 03" West, a distance of 143.76 feet;

THENCE South 36° 42' 34" West, a distance of 125.00 feet;

THENCE South 53° 17' 26" East, a distance of 70.00 feet;

THENCE South 36° 42' 34" West, a distance of 140.00 feet;

THENCE South 18° 34' 50" East, a distance of 39.26 feet;

THENCE South 50° 06' 38" East, a distance of 120.00 feet;

THENCE South 39° 53' 22" West, a distance of 142.06 feet to a point on a non-tangent 120.00 foot radius curve to the left;

THENCE along said 120.00 foot radius curve to the left (the long chord of which bears North 49° 16' 41" West, a distance of 3.49 feet), an arc distance of 3.49 feet;

THENCE North 50° 06' 38" West, a distance of 23.25 feet;

THENCE South 39° 53' 22" West, a distance of 89.99 feet;

THENCE North $50^{\circ} 06' 00''$ West, a distance of 145.05 feet;

THENCE North $34^{\circ} 57' 46''$ West, a distance of 121.13 feet;

THENCE North $66^{\circ} 10' 19''$ East, a distance of 14.62 feet;

THENCE North $55^{\circ} 02' 14''$ East, a distance of 75.65 feet;

THENCE North $55^{\circ} 56' 38''$ East, a distance of 52.01 feet;

THENCE North $44^{\circ} 42' 13''$ East, a distance of 59.80 feet;

THENCE North $36^{\circ} 42' 34''$ East, a distance of 16.13 feet;

THENCE North $53^{\circ} 17' 26''$ West, a distance of 90.00 feet;

THENCE North $36^{\circ} 42' 34''$ East, a distance of 13.20 feet;

THENCE North $53^{\circ} 17' 26''$ West, a distance of 142.08 feet;

THENCE South $36^{\circ} 28' 56''$ West, a distance of 26.87 feet;

THENCE South $55^{\circ} 49' 34''$ West, a distance of 93.89 feet;

THENCE South $81^{\circ} 42' 47''$ West, a distance of 59.99 feet;

THENCE North $67^{\circ} 16' 28''$ West, a distance of 60.00 feet;

THENCE North $58^{\circ} 13' 08''$ West, a distance of 63.70 feet;

THENCE North $44^{\circ} 16' 44''$ West, a distance of 46.41 feet;

THENCE North $45^{\circ} 43' 16''$ East, a distance of 82.68 feet to a point which bears South $44^{\circ} 16' 44''$ East, from the Southwest corner of said Lot 12;

THENCE North $44^{\circ} 16' 44''$ West, a distance of 196.68 feet to the Southwest corner of said Lot 12;

THENCE South $89^{\circ} 22' 57''$ East, along the South line of said Lot 12, a distance of 730.30 feet to the TRUE POINT OF BEGINNING.

**EXHIBIT B
TO
PURCHASE AND SALE AGREEMENT**



EXHIBIT C TO PURCHASE AND SALE AGREEMENT

A parcel of land located in a portion of the Daniel Ollis Donation Land Claim No. 52, and lying within the Southeast quarter of Section 17, Township 2 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington, described as follows:

COMMENCING at the Southeast corner of said Section 17;

THENCE North 01° 45' 46" East, along the East line of said Southeast quarter, a distance of 293.65 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "D", recorded under Auditor's File No. 5550741 AMD, records of said County, and the TRUE POINT OF BEGINNING;

THENCE along the North line of said Exhibit "D" parcel the following courses:

THENCE North 89° 08' 23" West, parallel with the South line of said Southeast quarter, a distance of 633.51 feet;

THENCE South 01° 45' 46" West, parallel with the East line of said Southeast quarter, a distance of 180.54 feet;

THENCE South 61° 08' 05" West, a distance of 99.20 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "F", recorded under Auditor's File No. 5550741 AMD, records of said County;

THENCE leaving said North line, North 44° 04' 38" West, a distance of 1301.11 feet;

THENCE North 45° 55' 22" East, a distance of 77.48 feet;

THENCE North 22° 23' 48" East, a distance of 156.33 feet;

THENCE North 15° 42' 20" West, a distance of 40.03 feet;

THENCE North 32° 16' 02" West, a distance of 46.58 feet;

THENCE North 50° 06' 00" West, a distance of 27.96 feet;

THENCE North 39° 53' 22" East, a distance of 89.99 feet;

THENCE South 50° 06' 38" East, a distance of 23.25 feet to a point on a 120.00 foot radius curve to the right;

THENCE along said 120.00 foot radius curve to the right (the long chord of which bears South 49° 16' 41" East, a distance of 3.49 feet), an arc distance of 3.49 feet;

THENCE North 39° 53' 22" East, a distance of 142.06 feet;

THENCE North 50° 06' 38" West, a distance of 120.00 feet;

THENCE North 18° 34' 50" West, a distance of 39.26 feet;

THENCE North 36° 42' 34" East, a distance of 140.00 feet;

THENCE North 53° 17' 26" West, a distance of 70.00 feet;

THENCE North 36° 42' 34" East, a distance of 125.00 feet;

THENCE North $00^{\circ} 37' 03''$ East, a distance of 143.76 feet to a point on the South line of Lot 12 of the Plat of Mountain Glen, recorded in Book J of Plats, at Page 199, record of said County, said point bears South $89^{\circ} 22' 57''$ East, a distance of 730.30 feet from the Southwest corner of said Lot 12;

THENCE South $89^{\circ} 22' 57''$ East, along said South line, a distance of 1455.75 feet to a point on the East line of the Southeast quarter of said Section 17;

THENCE South $01^{\circ} 45' 46''$ West, along said East line, a distance of 1668.35 feet to the TRUE POINT OF BEGINNING.

**EXHIBIT D
TO
PURCHASE AND SALE AGREEMENT**

(Parcel 1 Deed)

After Recording, Return to:

Attention: _____

Bargain and Sale Deed

Grantors: Terrell & Associates L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PatRick Investments, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; Edward Maletis Real Estate Holdings LLC, a Washington limited liability company, as to an undivided 13.9286% interest; Green Mountain RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB Green Partners, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest

Grantee: City of Camas, Washington, a Washington municipal corporation

Legal Description (abbreviated): **[TO BE ADDED]**

Assessor's Property Tax Parcel Account Number(s): **[TO BE ADDED]**

Reference numbers of related documents: None

Bargain and Sale Deed

Terrell & Associates L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PatRick Investments, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; Edward Maletis Real Estate Holdings LLC, a Washington limited liability company, as to an undivided 13.9286% interest; Green Mountain RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB Green Partners, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest (collectively, “Grantor”), for and in consideration of a donation to the City of Camas, Washington, a Washington municipal corporation (“Grantee”), bargains, sells, and conveys to Grantee the following described real estate situated in Clark County, Washington:

[LEGAL DESCRIPTION TO BE ADDED].

Grantor conveys such real estate to Grantee subject to all encumbrances, easements, and other matters of record.

Dated: _____, 2020.

[signatures and acknowledgments contained on following pages]

GRANTORS:

TERRELL & ASSOCIATES L.L.C., an Oregon limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 2020, by _____, _____ of TERRELL & ASSOCIATES L.L.C., an Oregon limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

PATRICK INVESTMENTS, LLC, an Oregon
limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____ ss.

This record was acknowledged before me on this ____ day of _____, 2020, by _____, _____ of PATRICK INVESTMENTS, LLC, an Oregon limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

MJAJMJ, LLC, an Oregon limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____ ss.

This record was acknowledged before me on this ____ day of _____, 2020, by _____, _____ of MJAJMJ, LLC, an Oregon limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

EDWARD MALETIS REAL ESTATE
HOLDINGS LLC, a Washington limited liability
company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____ ss.

This record was acknowledged before me on this ____ day of _____, 2020, by ____
_____, _____ of EDWARD MALETIS REAL ESTATE
HOLDINGS LLC, a Washington limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

GREEN MOUNTAIN RT LLC, a Washington
limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____ ss.

This record was acknowledged before me on this ____ day of _____, 2020, by _____, _____ of GREEN MOUNTAIN RT LLC, a Washington
limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

NB GREEN PARTNERS, LLC, a Washington
limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____ ss.

This record was acknowledged before me on this ____ day of _____, 2020, by _____, _____ of NB GREEN PARTNERS, LLC, a Washington limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

SFLPGM LLC, an Oregon limited liability
company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 2020, by ____
_____, _____ of SFLPGM LLC, an Oregon limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

**EXHIBIT E
TO
PURCHASE AND SALE AGREEMENT**

(Bargain and Sale Deed for Parcel 2)

After Recording, Return to:

Attention: _____

Bargain and Sale Deed

Grantors: Terrell & Associates L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PatRick Investments, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; Edward Maletis Real Estate Holdings LLC, a Washington limited liability company, as to an undivided 13.9286% interest; Green Mountain RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB Green Partners, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest

Grantee: City of Camas, Washington, a Washington municipal corporation

Legal Description (abbreviated): **[TO BE ADDED]**

Assessor's Property Tax Parcel Account Number(s): **[TO BE ADDED]**

Reference numbers of related documents: None

Bargain and Sale Deed

Terrell & Associates L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PatRick Investments, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; Edward Maletis Real Estate Holdings LLC, a Washington limited liability company, as to an undivided 13.9286% interest; Green Mountain RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB Green Partners, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest (collectively, “Grantor”), for and in consideration of the sum of \$10.00 and other good and valuable consideration in hand paid, bargains, sells and conveys to City of Camas, Washington, a Washington municipal corporation (“Grantee”), the following described real estate situated in Clark County, Washington:

[LEGAL DESCRIPTION TO BE ADDED].

Grantor conveys such real estate to Grantee subject to all encumbrances, easements, and other matters of record.

Dated: _____, 20____.

[signatures and acknowledgments contained on following pages]

GRANTORS:

TERRELL & ASSOCIATES L.L.C., an Oregon limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 20____, by ____
_____, _____ of TERRELL & ASSOCIATES L.L.C., an Oregon
limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

PATRICK INVESTMENTS, LLC, an Oregon
limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 20____, by ____
_____, _____ of PATRICK INVESTMENTS, LLC, an Oregon limited
liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

MJAJMJ, LLC, an Oregon limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____ ss.

This record was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of MJAJMJ, LLC, an Oregon limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

EDWARD MALETIS REAL ESTATE
HOLDINGS LLC, a Washington limited liability
company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 20____, by ____
_____, _____ of EDWARD MALETIS REAL ESTATE
HOLDINGS LLC, a Washington limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

GREEN MOUNTAIN RT LLC, a Washington
limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____ ss.

This record was acknowledged before me on this ____ day of _____, 20____, by ____
_____, _____ of GREEN MOUNTAIN RT LLC, a Washington
limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

NB GREEN PARTNERS, LLC, a Washington
limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 20____, by ____
_____, _____ of NB GREEN PARTNERS, LLC, a Washington limited
liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

SFLPGM LLC, an Oregon limited liability
company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____ ss.

This record was acknowledged before me on this ____ day of _____, 20____, by ____
_____, _____ of SFLPGM LLC, an Oregon limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

**EXHIBIT F
TO
PURCHASE AND SALE AGREEMENT

SELLERS' DOCUMENTS**

1. Any surveys relating to the Property.
2. Property tax statements for the Property for 2019 and 2020.
3. Copies of any reports, tests, and/or studies relating to the condition of the Property, including, without limitation, environmental reports, soils and geotechnical reports, and any inspection reports.
4. All governmental permits and approvals relating to the Property.
5. Copies of all correspondence to or from any governmental agency relating to the use, storage, release, spill, leakage, or disposal of Hazardous Materials at or affecting the Property.

RESOLUTION _____

A RESOLUTION requesting a feasibility study for improved broadband in Clark County by Clark Public Utilities.

WHEREAS, access to broadband internet service is critical to full participation in society and the modern economy; and

WHEREAS, increasing broadband access to unserved and underserved areas of the county serves a fundamental governmental purpose and function and provides a public benefit by enabling access to health care, education, employment opportunities and essential services, providing economic opportunities, and enhancing public health and safety; and

WHEREAS, achieving affordable and quality broadband access for all will require additional and sustained investment, research, local and community participation, and partnerships between private, public, and nonprofit entities; and

WHEREAS, the Federal Communications Commission has adopted a national broadband plan that includes recommendations directed to federal, state and local governments to ensure efficient allocation and management of assets that the government controls or influences to encourage network upgrades and competitive entry; and reform current universal service mechanisms to support deployment in high-cost areas, ensuring that low-income Americans can afford broadband, and supporting efforts to boost adoption and utilization; and

WHEREAS, sustainable and reliable infrastructure helps build strong economies and equitable communities; and

WHEREAS, the COVID-19 pandemic has only increased the pressing need for countywide equitable high-speed broadband internet infrastructure; and

RESOLUTION NO. _____

WHEREAS, reliable broadband bridges the digital divide between urban and rural communities, regardless of neighborhood; and

WHEREAS, new, innovative programs that focus on digital equity and inclusion and target the most underserved residents in our cities is possible; and

WHEREAS, strong cities need protected and improved public authority to provide broadband service; and

WHEREAS, cities can promote greater access to high-quality, affordable internet service by working with public partners, residents, and service providers; and

WHEREAS, the installation of dark fiber optic cables should occur whenever feasible in public works projects to lay the foundation for the region's future economy and community; and

WHEREAS, Washington State has set the ambitious broadband expansion goal that by 2026 all Washington businesses and residences would have access to broadband that provides 1 gigabit per second symmetrical (upload and download speeds) broadband service at anchor institutions like schools, hospitals, libraries, and government buildings;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

1. The City of Camas formally requests that Clark Public Utilities District conduct a feasibility study to develop a plan that encourages, fosters, develops, and improves affordable, equitable, quality broadband within the county in order to:

A. Drive job creation, promote innovation, improve economic vitality, and expand markets for Clark County businesses;

B. Serve the ongoing and growing needs of Clark County's education systems, health care

RESOLUTION NO. _____

systems, public safety systems, industries and business, governmental operations, and citizens; and

C. Improve broadband accessibility for unserved and underserved communities and populations.

ADOPTED by the Council of the City of Camas and approved by the Mayor this _____ day of _____, 2020.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

RESOLUTION NO. _____

A RESOLUTION of the Council of the City of Camas,
Washington setting forth the framework for the establishment of an
Ad Hoc Equity Advisory Committee

WHEREAS, RCW 35A.12.120 provides that the council of the non-charter code city has the authority to determine its own rules and order of business and may establish rules for the conduct of council meetings and the maintenance of order; and

WHEREAS, included within the authority set forth within RCW35A12.120 is the ability to establish and operate city council committees; and

WHEREAS, the City of Camas commits to preserving its heritage, sustaining and enhancing a high quality of life for all its citizens and developing the community to meet the challenges of the future; and

WHEREAS, our citizens deserve increased access, equity, diversity, and inclusion in the programs and services the City offers; and

WHEREAS, individuals, families, companies, and foundations are searching for communities with a commitment to social justice and equity which create a welcoming place to live, work and play; and

WHEREAS, the City is committed to addressing real or perceived inequities in the application of City ordinances or procedures; and

WHEREAS, establishing a process for community conversations on these important topics will assist in furthering the City commitments to increase access, equity, diversity and inclusion; and

Resolution No. _____
Page 2

WHEREAS, the community input to be solicited as part of this process would be facilitated by establishing a Steering Group of interested Council members to work with Administration on the scheduling and format of townhalls, surveys, or other means of citizen communication; and

WHEREAS, the community input which will be received through this process will enable the City to solicit citizen interest in serving on an Ad Hoc Equity Advisory Committee and further establish the scope and desired outcomes for the proposed work plan of such Committee to be formally created by separate Resolution of this Council; and

WHEREAS, the Steering Group will further avoid duplication of efforts through receipt of studies, guidance and assistance from other municipal and other governmental entities for their ultimate findings on the scope of the proposed work plan of such Committee; and

WHEREAS, the process outlined in this Resolution would ultimately lead to the presentation of a Final Report of the Ad Hoc Equity Advisory Committee relating to City legislation, policy or practices which may revised to further the goals of equity, diversity, and inclusion in City programs and services;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY
OF CAMAS AS FOLLOWS:

I

Resolution No. _____
Page 3

- A. Council Members Greg Anderson, Ellen Burton, and Bonnie Carter are hereby appointed as members of the Equity Steering Group to assist in the organizing of one or more forms of citizen engagement and develop a series of events through June 2021 designed to promote awareness and raise the community's level of engagement around issues of equity, diversity and inclusion and to encourage a dialogue between Camas residents and its elected officials on these topics.
- Planning for townhalls or other direct means of communication shall be made in conjunction with City Administration, comply with the Open Public Meetings Act if applicable, and fall within the budget parameters as may be set.
- B. The Equity Steering Group shall present their findings to City Council for consideration by no later than _____2021. The findings shall set forth recommendations as to citizen membership and a proposed work plan of a City Ad Hoc Equity Advisory Committee to be established by separate Resolution of this Council, with a Final Report date of such Ad Hoc Committee to be no later than _____.
- C. Any Advisory Committee as may be established shall include one Council Member and an Alternate. The Advisory Committee as may be established shall further not hold hearings or take testimony unless authorized and in consultation with the City Administrator to ensure compliance with the Open Public Meetings Act. All records of any Advisory Committee shall be maintained and turned over to the City of Camas periodically as may be directed to ensure compliance with the Public Records laws of the State of Washington.

Resolution No. _____
Page 4

PASSED by the Council and APPROVED by the Mayor this ____ day of _____,
2020.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

RESOLUTION NO. ____

A RESOLUTION amending Resolution 1214 adopting revised procedures for the interview process to fill vacancies in the elected positions of the City of Camas and other clarifying amendments.

WHEREAS, Resolution 1214 was adopted on May 2, 2011 which set forth procedures for the filling of vacancies in the elected positions of the City of Camas; and

WHEREAS, vacancies of non-partisan elected offices are governed by RCW 42.12.070 which provides that the remaining members of the governing body shall appoint a qualified person to fill the vacant position but otherwise does not provide that a particular process must be used in filling such vacancy; and

WHEREAS, the Open Public Meetings Act allows part of the process of filing any vacancy to be handled in executive session but preliminary votes to narrow the field of candidates is prohibited outside of an open public meeting; and

WHEREAS, the purpose of this amendment to Resolution 1214 is to address the potential of a substantial number of applications for a vacant position being received pursuant to Section III of said Resolution; and

WHEREAS, by the terms of Resolution 1214 all applicants who are legally qualified are to be interviewed pursuant to Section IV of the Resolution; and

WHEREAS, in order to facilitate a meaningful interview process to fill vacant positions the Council that a pre-qualification procedure should be adopted to occur in open public session.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

I

Section IV – Interview of Resolution 1214 is hereby amended to provide as follows:

IV
Interview

In the event the City receives more than seven completed applications for in which the applicant is otherwise legally qualified to hold office pursuant to Section III (C) of Resolution 1214 then Council will meet in executive session to discuss the applicant qualifications. No decision shall be made within executive session. Immediately following the executive session Council shall meet in public session to select which candidates to invite to participate in an interview at the next city council meeting. The decision as to which candidates will be interviewed will be at the sole discretion of the city council. The determination of the applicants

to proceed to the interview process shall be made by polling each city council member to nominate one applicant only. No applicant shall receive more than one nomination.

The interview process to occur before city council shall proceed as follows:
All candidates shall be interviewed at a special meeting of the city council. Only city council members shall participate in the interview process. Standardized questions shall be prepared in advance and asked of all candidates. Follow up or clarification questions may be asked by individual council members.

II

The final sentence of Section V – Selection of Resolution 1214 is hereby amended to provide as follows:

In the event the City Council fails to appoint a qualified person to fill the vacancy within the ninety (90) days of the occurrence of the vacancy, then the vacancy shall be filled by the Clark County Council.

III

In all other respects Resolution 1214 shall remain in full force and effect.

ADOPTED BY THE COUNCIL AND APPROVED BY THE MAYOR AT A
REGULAR MEETING this ____ day of _____, 2020.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney