

City Council Regular Meeting Agenda Tuesday, June 20, 2023, 7:00 PM Council Chambers, 616 NE 4th AVE

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 so reasonable accommodations can be made (28 CFR 35.102-35.104 ADA Title 1)

To observe the meeting (no public comment ability)

- go to www.cityofcamas.us/meetings and click "Watch Livestream" (left on page)

To participate in the meeting (able to public comment)

- go to https://us06web.zoom.us/j/88544014593 (public comments may be submitted to publiccomments@cityofcamas.us)

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

This is the public's opportunity to comment about any item on the agenda, including items up for final Council action.

CONSENT AGENDA

NOTE: Consent Agenda items may be removed for general discussion or action.

- 1. June 5, 2023 Camas City Council Regular and Workshop Meeting Minutes
- 2. Automated Clearing House and Claim Checks Approved by Finance Committee
- 3. \$32,310 Gray and Osborne, Inc, STEP Main Condition Assessment and Scale Removal Evaluation with up to 10% change order authorization (Submitted by Rob Charles, Utilities Manager)
- 4. \$962,178 Advanced Excavating Specialists, Inc. Prune Hill Park Wastewater Pump Station Upgrade Bid Award with up to 10% change order authorization (Submitted by Rob Charles, Utilities Manager)
- 5. \$28,470 Gray and Osborne, Inc, Wells 11 and 12 Capacity Upgrade Analysis (Submitted by Rob Charles, Utilities Manager)
- 6. \$22,206 Library Roofing Project Snow Guards Change Order (Submitted by Will Noonan, Public Works Operations Manager)

- 7. <u>Appointment of Hearing Examiner Pro Tempore</u>
 (Submitted by Alan Peters, Community Development Director)
- 8. <u>Lodging Tax Advisory Committee Decision</u>
 (Submitted by Doug Quinn, City Administrator)

NON-AGENDA ITEMS

- 9. Staff
- 10. Council

MAYOR

11. Mayor Announcements

MEETING ITEMS

PUBLIC COMMENTS

EXECUTIVE SESSION

13. Executive Session – Topic: Potential Litigation (RCW 42.30.110)

CLOSE OF MEETING



City Council Workshop Meeting Minutes - Draft Monday, June 05, 2023, 4:30 PM Council Chambers, 616 NE 4th AVE

NOTE: Please see the published Meeting Packet for all items and attachments.

CALL TO ORDER

Mayor Steve Hogan called the meeting to order at 4:30 p.m.

ROLL CALL

Present: Council Members Bonnie Carter, Don Chaney, John Nohr, and Jennifer Senescu

Excused: Council Members Marilyn Boerke, Tim Hein, Leslie Lewallen

Staff: Rob Charles, Tony Culver, Carrie Davis, Heidi Bealer, James Carothers, Shaun Ford,

Cliff Free, Cathy Huber Nickerson, Michelle Jackson, Mitch Lackey, Robert Maul, Will

Noonan, Doug Quinn, Bryan Rachal, Connie Urguhart, and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post Record

PUBLIC COMMENTS

No members of the public commented.

WORKSHOP TOPICS

Summer Reading Preview
 Presenter: Connie Urguhart, Library Director

This item was for Council's information only.

2. Ordinance No. 23-004 Amending Camas Municipal Code from Senate Bill 5536 Presenter: Doug Quinn, City Administrator & David Schultz, City Attorney

Doug Quinn and David Schultz provided an overview of the proposed ordinance. Discussion ensued. This item was placed on the June 5, 2023 Regular Meeting agenda for Council's consideration.

3. Department of Natural Resources Presentation: What is an Urban Forestry Program?

Presenter: Trang Lam, Director of Parks and Recreation, and Ben Thompson, Department of Natural Resources Urban & Community Forestry Program Manager

This item was for Council's information only.

4. Well Sources 11 and 12 Capacity Upgrade Analysis Presenter: Rob Charles, Utilities Manager

Staff recommends this item be placed on the June 20, 2023 City Council Regular Meeting Consent Agenda for Council's consideration.

5. Prune Hill Park Lift Station Construction Bid Award Presenter: Rob Charles, Utilities Manager

Staff recommends this item be placed on the June 20, 2023 City Council Regular Meeting Consent Agenda for Council's consideration.

6. Sewer STEP Main Condition Assessment Presenter: Rob Charles, Utilities Manager

Staff recommends this item be placed on the June 20, 2023 City Council Regular Meeting Consent Agenda for Council's consideration.

7. Library Roofing Project Change Order Requests
Presenter: Will Noonan, Public Works Operations Manager

The proposals for the first four change orders have been placed on the June 5, 2023 City Council Regular Meeting Consent Agenda for Council's consideration. The fifth change order has been placed on the June 20, 2023 Regular Meeting Agenda for Council's consideration.

8. NW Sierra Street Paving and ADA Improvements Phase 2 Bids Presenter: James Carothers, Engineering Manager

This item has been placed on the June 5, 2023 Consent Agenda for Council's consideration.

9. Camas Library HVAC Equipment Replacement Bids Presenter: James Carothers, Engineering Manager

This item has been placed on the June 5, 2023 Consent Agenda for Council's consideration.

 Everett Street Corridor Analysis Update Presenter: Steve Wall, Public Works Director

This item was for Council's information only.

11. Community Assistance Referral and Education Services (CARES) Presenter: Shaun Ford, Division Chief of EMS

This item has been placed on the June 20, 2023 City Council Regular Meeting Agenda for Council's consideration.

12. Lodging Tax Advisory Committee Decision Presenter: Doug Quinn, City Administrator Doug Quinn provided an overview of the Lodging Tax Advisory Committee's award decisions for 2023. This item has been placed on the June 20, 2023 City Council Regular Meeting Consent Agenda for Council's consideration. 13. Staff Miscellaneous Updates

Presenter: Doug Quinn, City Administrator

Due to time constraints, Staff Updates were moved to the June 5, 2023 Regular Meeting Agenda.

COUNCIL COMMENTS AND REPORTS

Due to time constraints, Council Comments and Reports were moved to the June 5, 2023 Regular Meeting Agenda.

PUBLIC COMMENTS

Adam Kluka, Camas, commented about the Six-Year Transportation Improvement Program. Mr. Kluka provided the City Clerk's Office with documentation relating to his comments and requested that the information be provided to Council and City staff.

John Ley, Vancouver, commented about the Everett Street Corridor Analysis Update.

CLOSE OF MEETING

The meeting closed at 6:30 p.m.



City Council Regular Meeting Minutes-Draft Monday, June 05, 2023, 7:00 PM Council Chambers, 616 NE 4th AVE

NOTE: Please see the published Meeting Packet for all items and attachments.

CALL TO ORDER

Mayor Steve Hogan called the meeting to order at 7:00 p.m.

ROLL CALL

Present: Council Members Bonnie Carter, Don Chaney, Tim Hein, John Nohr, and Jennifer

Senescu

Excused: Council Members Boerke and Lewallen

Staff: Sydney Baker, Heidi Bealer, James Carothers, Carrie Davis, Shaun Ford,

Cliff Free, Cathy Huber Nickerson, Robert Maul, Doug Quinn, Bryan Rachal and

Steve Wall

Press: No members of the press attended.

PUBLIC COMMENTS

Sunny Liston, Washougal, commented about a homeless individual and Memorial Day flags.

Amy Bagley, Camas, commented about a homeless individual near her business.

Randall Friedman, Camas, commented on his request to visit the Camas watershed and urban forester.

MAYOR'S APPOINTMENT

1. Confirmation of Mayor's Appointment of Police Chief

It was moved by Nohr, and seconded to approve Kristina Jones to the position of Police Chief. The motion carried unanimously.

CONSENT AGENDA

- 2. May 15, 2023 Camas City Council Regular and Workshop Meeting Minutes
- 3. \$1,399,192.02 Automated Clearing House and Claim Checks numbered 154161-154278. This total includes APR Excise Tax paid 5-25-2023, CAP Check Run 5-31-2023, AP Check Run 6-5-2023
- \$970,432.00 Arroyo Cap II-1, LLC Water System Development Charge (SDC) Credits for CJ Dens Phase 1 Water Transmission Main Construction (Submitted by James Carothers, Engineering Manager)

- 5. \$149,273.00 Change Order Approval for Library Roofing Project (Submitted by Will Noonan, Public Works Operations Manager)
- 6. May 2023 Surplus Items (Submitted by Will Noonan, Public Works Operations Manager)
- 7. \$1,055,705.00 Apex Mechanical LLC Camas Library HVAC Equipment Replacement Bid Award with up to 10% change order authorization (Submitted by James Carothers, Engineering Manager)
- 8. NW Astor Street and NW 23rd Avenue Sidewalk Improvements Final Acceptance (Submitted by James Carothers, Engineering Manager)
- 9. \$844,805.00 Western United Civil Group, NW Sierra Street Pavement and ADA Improvements Phase Two Bid Award with up to 10% Change Order Authorization (Submitted by James Carothers, Engineering Manager)
- 10. \$338,770.70 Odyssey Contracting LLC NW 14th Avenue Improvements NW Couch Street to NW Ash Street Bid Award with up to 10% Change Order Authorization (Submitted by James Carothers, Engineering Manager)

This Item was moved to the June 20, 2023 Regular Meeting Agenda.

Appointment of Hearing Examiner Pro Tempore
 (Submitted by Alan Peters, Community Development Director)

It was moved by Carter, and seconded to approve the Consent Agenda as presented. The motion carried unanimously.

NON-AGENDA ITEMS

12. Staff

No updates from the staff

13. Council

Hein thanked Steve Wall for his chip seal comments, the Veterans of Foreign Wars for their Memorial Day event at the Washougal cemetery, and Trang Lam and Ben Thompson for the Department of Natural Resources Urban Forestry presentation.

Carter congratulated the graduates of Camas High School, Discovery High School, Hayes Freedom High School, and Camas Connect Academy.

Nohr commented on the Cam Town Youth Festival.

Senescu thanked the Boy Scouts and the Veterans of Foreign Wars, commented on United Precision Corporation ribbon cutting, announced Don Chaney as Grand Marshall of the Camas Days Parade, thanked the Camas-Washougal Fire Department, announced the Camas-Washougal Chamber of Commerce Community and Citizen Award event on June 6th, commented about homelessness and requested a staff report from Chief Lackey or Chief Jones at a future workshop. Council agreed. Commented on parklets and special event permits and requested further discussion at a future workshop. Council agreed.

Chaney requested a legislative update at a future workshop; Council agreed, commented on parking at the boat launch, asked the Mayor to direct staff to explore special accommodations for

Camas citizens, and commented on the tree canopy assessment.

Hogan commented on the Cam Town Youth Festival, increased attendance at City events, the Memorial Day incident downtown, thanked Camas Veterans for their service, commented on the parking situation at Lacamas Lake, and commented on proclamations being posted on the City's Facebook page.

MAYOR

14. Mayor Announcements

Hogan announced the removal of item 11 on the Consent Agenda (Appointment of Hearing Examiner Pro Tempore) due to technical difficulties uploading the Staff Report for this item. It has been moved to the June 20, 2023 Consent Agenda.

15. LGBTQ+ and Pride Month Proclamation

Hogan proclaimed June 2023 as LGBTQ+ and Pride Month in the City of Camas.

16. Alzheimer's and Brain Awareness Month Proclamation

Hogan proclaimed June 2023 as Alzheimer's and Brain Awareness Month in the City of Camas.

17. Juneteenth Day Proclamation

Hogan proclaimed June 19, 2023 as Juneteenth Day in the City of Camas.

MEETING ITEMS

18. Public Hearing Six Year Transportation Improvement Program Presenter: James Carothers, Engineering Manager

Mayor Hogan Opened the Public Hearing at 8:03 p.m.

John Ley, Vancouver, commented on item 7, the Camas Slough Bridge and SR 500 corridor traffic concerns.

Brian Wiklem, Camas, commented on NE 18th and Hood Street proposed homes and additional traffic.

Mayor Hogan closed the public hearing at 8:08 p.m.

It was moved by Carter and seconded to approve the Six Year Transportation Improvement Program and direct the City Attorney to prepare a Resolution for Council's consideration at the June 20th Regular Meeting. The motion carried unanimously.

19. Ordinance No. 23-004 Amending Camas Municipal Code from Senate Bill 5536 Presenter: Doug Quinn, City Administrator & Shawn MacPherson, City Attorney

Quinn introduced the ordinance, and MacPherson summarized the need for the ordinance. Discussion ensued.

according to law. The motion carried unanimously.

20. Weakley Annexation – 10% Notice of Intent Presenter: Robert Maul, Planning Manager

It was moved by Hein and seconded to accept the Petitioner's notice of intent to commence annexation proceedings with the boundaries thereof to be modified as per Figure 1 of the staff report dated June 5, 2023; require the simultaneous adoption of a proposed zoning regulation consistent with the North Shore Subarea Plan and RCW 35A.14.330; and require the assumption of all existing city indebtedness by the area to be annexed.

PUBLIC COMMENTS

Nicole Swenson, Camas, commented on the Weekly Annexation.

An unnamed femail citizen commented on the Weekly Annexation.

Sunny Liston, Washougal, commented on the roads.

Bob Hitchcock, Camas, commented on the Weekly Annexation.

Brian Wiklem, Camas, commented on the chairs in Council Chambers.

Melissa McGuffin, Camas, commented on the Weekly Annexation.

The public comment referenced in this meeting from the Tweet Family will not be forwarded to Council as it was an email asking about the Live Feed during the meeting.

CLOSE OF MEETING

The meeting closed at 9:00 p.m.



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue Camas, WA 98607

PROJECT NO. N/A

STEP Main Condition Assessment and Scale Removal Evaluation

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

- 1. <u>Project Designation.</u> The Consultant is retained by the City to perform professional services in connection with the project designated as the **STEP Main Condition Assessment and Scale Removal Evaluation.**
- 2. <u>Scope of Services.</u> Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
- 3. <u>Time for Performance.</u> Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than <u>December 31, 2023</u>, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
- 4. <u>Payment.</u> The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed \$32,310.00 under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in **Exhibit "B"**.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

- e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.
- 5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant (hereinafter "Work Product" in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.
- 6. <u>Compliance with Laws.</u> Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
- 7. <u>Indemnification</u>. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

8. Consultant's Liability Insurance.

- a. <u>Insurance Term</u>. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- b. <u>No Limitation</u>. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. <u>Minimum Scope of Insurance</u>. Consultant shall obtain insurance of types and coverage described below:
 - 1. <u>Automobile Liability insurance</u> with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

- 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
- 3. <u>Professional Liability insurance</u> appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
- 4. <u>Workers' Compensation coverage</u> as required by Industrial Insurance laws of the State of Washington.
- 5. <u>Verification</u>. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. <u>Verification of Coverage</u>. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. <u>Notice of Cancellation</u>. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- 9. <u>Independent Consultant.</u> The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.
 - Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

- 10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 11. <u>Discrimination Prohibited.</u> During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
 - Title VI of the Civil Rights Act of 1964 (42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
 (23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973
 - (29 USC Chapter 16 Subchapter V Section 794)
 - Age Discrimination Act of 1975
 (42 USC Chapter 76 Section 6101 et seq.)
 - Civil Rights Restoration Act of 1987

(Public Law 100-259)

- Americans with Disabilities Act of 1990
 (42 USC Chapter 126 Section 12101 et. seq.)
- 49 CFR Part 21
- 23 CFR Part 200
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

- 12. <u>Confidentiality</u>. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the City; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent rquired to comply with the said requirements of the government authority or judicial order.
- 13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
- 14. <u>Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exlusion—Primary and Lower Tier Covered Transactions.</u>
 - a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

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

Lower Tier Covered Transactions

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

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. <u>Rights in Data</u>. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the

- City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
- 16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
- 17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
- 18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
- 19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
- 20. Notices. Notices to the City of Camas shall be sent to the following address:

Rob Charles City of Camas 616 NE 4th Avenue Camas, WA 98607 PH: 360-817-7003

EMAIL: rcharles@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Jay Swift Gray & Osborne, Inc. 1130 Rainier Ave S, Suite 300 Seattle, WA 98144 PH: 206-284-0860

EMAIL: jswift@g-o.com

- 21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
- 22. Arbitration Clause. If requested in writing by either the City or the Contractor, the City and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M

DATED 41:

office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.

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

- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- Venue. The venue for any dispute related to this Agreement or for any action to enforce any term 24. of this Agreement shall be Clark County, Washington.
- Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not 25. intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
- 26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

| DATED this day of | , 2023. | | |
|-------------------|---|--|--|
| CITY OF CAMAS: | GRAY & OSBORNE, INC.: Authorized Representative | | |
| By | By Midsal B. Johnson, P.E. | | |
| Print Name | Michael B. Johnson, P.E Print Name | | |
| Title | Title President | | |
| | 5/24/2023 Date | | |

Item 3.

EXHIBIT "A" SCOPE OF SERVICES

EXHIBIT A

SCOPE OF WORK

CITY OF CAMAS STEP MAIN CONDITION ASSESSMENT AND SCALE REMOVAL EVALUATION

PROJECT OVERVIEW

It is understood that the City would like the condition of the entire Septic Tank Effluent Pump (STEP) Main serving West Camas and NW Lake Road line assessed (from Brady Road to the City's WWTP). In addition, the City would like assistance with assessing and remediating scaling in a portion of the STEP Main serving Wafertech, LLC. The STEP line from Wafertech to the Step Main is experiencing plugging issues due to a buildup of scale. Wafertech primarily discharges industrial wastewater generated from silicon chip manufacturing. Previous analyses of Wafertech wastewater shows, that, at that time, the discharge included high concentrations of TDS (Total Dissolved Solids), including sulfate from the neutralization of sulfuric acid. Based on past analyses, it is hypothesized that the scale may be composed of calcium sulfate, perhaps with silica, phosphate or carbonate. (Another scale analyzed in the Camas STEP system, associated with the use of the Biomagic odor control product, was predominantly calcium carbonate.)

The objectives of this Project are the following.

- 1. Provide a Plan to assess the condition of the STEP Main from Brady Road to the WWTP.
- 2. Identify the composition of the scale.
- 3. Evaluate alternatives and provide recommendations to determine the extent of the scale in the City's sewer system.
- 4. Evaluate alternatives for its removal and provide a recommended approach.
- 5. Provide recommendations for preventing future scaling.

For this Project, a Plan to assess the condition of the STEP Main from Brady Road to the WWTP will be prepared. Samples of Wafertech wastewater and the scale in the STEP line serving Wafertech will be analyzed to determine their composition. Gray & Osborne will provide a Plan for the City to conduct testing, in order to determine if the scale will dissolve to some degree in weak acid solution or commercial scale removal products. Method(s) to evaluate the extent of the scale in the City's STEP Main and to remediate

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the scale will be evaluated. Alternatives for additional wastewater treatment or other modifications to Wafertech's discharge will be evaluated. A report will be provided summarizing the STEP Main Assessment approach, testing, testing results, and recommendations for investigation of the extent of the scale and its removal and Wafertech discharge modifications.

Due to the nature of the scale, the plugging of lines/valves, the configuration of the STEP system (alternating pressure and gravity sections, with no bypass), odor control issues, and the risks associated with the temporary operating modifications to the STEP Main serving all of West Camas, assessment of the STEP Main, and investigation and possible remediation of the City's Lake Road STEP Main will present some challenges. The Scope includes an evaluation of alternatives, some of which will include potentially costly investigative steps and capital improvements (such as pigging ports, flushing ports, inspection ports and bypass lines for Wafertech's and the City's sewer lines). Construction of these improvements could provide the City with additional flexibility for addressing STEP line issues in the future.

SCOPE OF WORK

Gray & Osborne has prepared the following Scope of Work for this Project.

Task 1 – Provide Project Management

A. Provide management of the Project. This Task will include coordinating and managing the schedule and budget for the consultant team, including the laboratories.

Task 2 – Laboratory Analysis

- A. Analyze scale sample for calcium, sodium, aluminum, magnesium, total P (Phosphorus), total S (Sulfur), and Total Organic Carbon. (Total Inorganic Carbon will be determined qualitatively.) (Subconsultant.)
- B. Analyze Wafertech wastewater for pH, alkalinity, metals, sulfate, nitrate, fluoride, chloride, phosphate, calcium, sodium, aluminum, magnesium, and Total Organic Carbon. (Subconsultant.)
- C. Coordinate and review analytical results.

Task 3 – Test Plan and Coordination

- A. Provide a Plan for the City to test (in the City's WWTP lab) the dissolution of the scale in weak or dilute acids (expected to be acetic acid, phosphoric acid, and perhaps commercial mixtures such as Lime Away and/or Rydlime descaler). Dissolution will be assessed by measuring weight loss.
- B. Provide phone support for testing.

Task 4 – Evaluate Alternatives for Assessing the Condition of the STEP Main and Determining and Reducing the Extent of Scaling

- A. Evaluate and recommend methods to evaluate the condition of the entire STEP Main from Brady Road to the WWTP and to determine the extent of scaling on the portion of the STEP Main on NW Lake Road. Potential investigative methods include TV inspection, use of smart balls, robotics and other diagnostic tools, and may include hot taps, pipe coupon sampling, installation of pigging ports, flushing ports, inspection ports, and bypass lines (for Wafertech's and the City's sewer lines).
- B. Provide preliminary recommendations for remediating or reducing the extent of scaling. Similar to the investigative activities, these may include construction of pigging ports, flushing ports, chemical injection ports, and bypass lines (for Wafertech's and the City's sewer lines).

Evaluate relative operating and capital costs, risks, and future reliability of alternatives, as well as impacts to the City's odor control system. (Wafertech's discharge includes very high levels of sulfate that can be reduced to sulfide. This sulfide can be converted to H₂S, as the pH is reduced, resulting in odors and potential worker safety issues.)

More detailed recommendations for remediation (which may involve predesign and design) can be provided as additional services after the investigative activities are complete and the extent of the scale and its ramifications are determined.

C. Provide preliminary recommendations to reduce the scaling tendency of Wafertech's wastewater. (The budget for this Subtask is limited to 4 hours and will not include a detailed process evaluation. It is recommended, and has been discussed with Wafertech, that they should retain their own Consultant to perform a detailed process evaluation to prevent the scaling that occurs in their system.)

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Task 5 – Provide Preliminary Draft Report

A. Provide a Draft Report for City review and comment, providing the Plan for assessing the entire STEP Main from Brady Road to the WWTP and summarizing the analytical and testing results, the evaluation of alternatives for determining and reducing the extent of scaling and preliminary recommendations for scale removal, and STEP Main cleaning.

Task 6 – Provide Final Report

A. Provide a Final Report after meeting with the City and incorporating comments. (A maximum of 7 hours has been allocated for this Task.)

Task 7 – Meetings and Site Visit

A. Conduct one site visit with City staff of the affected facilities. Attend up to three remote meetings. (Assume 1 hour for each remote meeting.)

Task 8 – Quality Assurance

A. Provide quality assurance/quality control review of Report.

EXCLUSIONS

The Scope does not include predesign or design of improvements that may be necessary to remove the scale, or support during the removal/cleaning process. The Scope also does not include the actual assessment of the STEP Main, or investigation of the extent of the scale on the Lake Road STEP Main, since the investigative methods have not been yet evaluated and vary significantly in cost.

These excluded Tasks could be addressed in an Amendment.

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EXHIBIT "B" COSTS FOR SCOPE OF SERVICES AND BILLING RATES

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Camas - STEP Main Scale Removal Evaluation

| | Principal | Project Manager | Project Engineer |
|---|----------------|--------------------|---------------------|
| Tasks | Hours | Hours | Hours |
| 1 Provide Project Management | | 2 | |
| 2 Laboratory Analysis | | 4 | 2 |
| 3 Test Plan and Coordination | 2 | 8 | 6 |
| 4 Evaluate Alternatives for Assessing the Condition of the STEP Main and Determining and Reducing the Extent of Scaling | 8 | 24 | 20 |
| 5 Prepare Draft Report | 8 | 24 | 24 |
| 6 Prepare Final Report | 2 | 4 | 2 |
| 7 Meetings | 4 | 10 | 2 |
| 8 QA/QC | 4 | | |
| | | | |
| Hour Estimate: | 28 | 76 | 56 |
| Fully Burdened Billing Rate Range:* | \$150 to \$235 | \$140 to \$235 | \$125 to \$17 |
| Estimated Fully Burdened Billing Rate:* | \$235 | \$200 | \$155 |
| Fully Burdened Labor Cost: | \$6,580 | \$15,200 | \$8,680 |
| Total Fully Burdened Labor Cost: Direct Non-Salary Cost: | | \$ 30,460 | |
| Mileage & Expenses (Mileage @ current IRS rate) | | \$ 200 | |
| Subconsultant: | | | |
| Edge Analytical Laboratories | | \$ 1,500 | |
| Subconsultant Overhead (10%) | | \$ 150 | |
| TOTAL ESTIMATED COST: | | \$ 32,310 | |

^{*} Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT "C" TITLE VI ASSURANCES

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

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

Item 3.

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C.

§ 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

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

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



Public Works Department

June 6, 2023

Chad Rorabaugh Advanced Excavating Specialists, LLC 1200 Hazel Street Kelso, WA 98626

Subject: Notice of Award – Prune Hill Park Wastewater Pump Station Upgrades

Dear Mr. Rorabaugh:

The purpose of this letter is to advise you that your company was awarded the contract for the above referenced project at the City Council Meeting of June 5, 2023, for your total bid price of \$962,178.00.

Please submit the following items at the preconstruction conference:

- Contract Bond
- ACORD Certificate of Insurance naming the following as additional insured:
 - ➤ The City of Camas and its officers, elected officials, employees, agents, and volunteers
 - > Gray & Osborne, Inc.
- List of subcontractors
- Intent To Pay Prevailing Wages, including subcontractors
- Letter identifying your E.E.O. Officer
- Letter identifying your superintendent and three after-hours emergency telephone numbers
- Construction schedule
- Traffic Control Plan, if applicable

The Contract document will be transmitted to you via DocuSign. A copy of the fully-executed agreement will be provided once the pre-construction meeting has been held and all award condition requirements have been met.

Please contact Rob Charles, Utilities Manager, at <u>rcharles@cityofcamas.us</u> to schedule the preconstruction conference and with any questions.

Sincerely,

Steven R. Wall, P.E. Public Works Director

cc: Rob Charles, Darren Eki, Ronda Syverson, Tara Carlin, file



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue Camas, WA 98607

PROJECT NO. N/A

Wells 11 and 12 Capacity Upgrade Analysis

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

- 1. <u>Project Designation.</u> The Consultant is retained by the City to perform professional services in connection with the project designated as the **Wells 11 and 12 Capacity Upgrade Analysis.**
- 2. <u>Scope of Services.</u> Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
- 3. <u>Time for Performance.</u> Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than <u>December 31, 2023</u>, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
- 4. <u>Payment.</u> The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed \$28,470.00 under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in **Exhibit "B"**.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

- 5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant (hereinafter "Work Product" in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.
- 6. <u>Compliance with Laws.</u> Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
- 7. <u>Indemnification</u>. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

8. Consultant's Liability Insurance.

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

- named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
- 3. <u>Professional Liability insurance</u> appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
- 4. <u>Workers' Compensation coverage</u> as required by Industrial Insurance laws of the State of Washington.
- 5. <u>Verification</u>. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. <u>Verification of Coverage</u>. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. <u>Notice of Cancellation</u>. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- 9. <u>Independent Consultant.</u> The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.
 - Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
- 10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or

resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 11. <u>Discrimination Prohibited.</u> During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
 - Title VI of the Civil Rights Act of 1964

(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

• Federal-aid Highway Act of 1973

(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973

(29 USC Chapter 16 Subchapter V Section 794)

• Age Discrimination Act of 1975

(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987

(Public Law 100-259)

Americans with Disabilities Act of 1990

(42 USC Chapter 126 Section 12101 et. seq.)

- 49 CFR Part 21
- 23 CFR Part 200
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

- 12. <u>Confidentiality</u>. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the City; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent rquired to comply with the said requirements of the government authority or judicial order.
- 13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
- 14. <u>Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exlusion—</u> Primary and Lower Tier Covered Transactions.
 - a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.

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

Lower Tier Covered Transactions

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

15. Intellectual Property.

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

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

Rob Charles City of Camas 616 NE 4th Avenue Camas, WA 98607 PH: 360-817-7003

EMAIL: rcharles@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Russ Porter Gray & Osborne, Inc. 1130 Rainier Ave S, Suite 300 Seattle, WA 98144 PH: 206-284-0860

EMAIL: rporter@g-o.com

- 21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
- 22. Arbitration Clause. If requested in writing by either the City or the Contractor, the City and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.

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

- 23. <u>Governing Law.</u> This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. <u>Venue</u>. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. <u>Remedies Cumulative</u>. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
- 26. <u>Counterparts.</u> 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 | |
|-------------------|---|
| CITY OF CAMAS: | GRAY & OSBORNE, INC.: Authorized Representative |
| Ву | By Bocusigned by: Michael B. Johnson, P.E. |
| Print Name | Michael B. Johnson, P.E Print Name |
| Title | Title |
| | 5/24/2023 Date |

Item 5.

EXHIBIT "A" SCOPE OF SERVICES

EXHIBIT A

SCOPE OF WORK

CITY OF CAMAS WELLS 11 AND 12 CAPACITY UPGRADE ANALYSIS

BACKGROUND

The City of Camas maintains several wells near the Washougal River. The wellfield, called the Washougal Wellfield, provides the majority of the City's water source. In 2003, the City obtained water rights for three new wells with capacities of 1,000 gpm each, as well as a 500 gpm water right that could be used among the existing Washougal Wellfield wells. The new wells were proposed at Parker's Landing, the City's wastewater plant, and the Anderson site. Only one of the three was drilled at the Anderson site and is now Well 14.

Hydrogeological work by Pacific Groundwater Group (now Mott McDonald) investigated the wastewater plant site and determined that the hydrology of the aquifer at the Washougal Wellfield is better for expanding source capacity than drilling a new well at the wastewater plant.

Because of the availability of water rights that can be used at the Washougal Wellfield, the City would like to explore the options for increasing capacity at the Wellfield. One option for increasing capacity would be to increase the output of Wells 11 and 12 while another option would be to drill a new well.

Wells 11 and 12 were completed and put into production in 2004. Both are equipped with 150 horsepower motors and line shaft turbine pumps. The design capacity of Wells 11 and 12 are 1,200 and 900 gpm, respectively, but the wells maybe capable of slightly more in the current configuration. Mott McDonald has estimated that each of the two wells could be pumped at a higher capacity, up to a pump size requiring 300-horsepower motors.

A preliminary review of the electrical system at the Well 11 and 12 facility indicates that the service, switchgear, and buswork could possibly support motor upsizing to 200-horsepower motors but it is unlikely the motors could be upsized higher than that without a complete upsizing of the power service and electrical distribution system within the building. Upsizing the horsepower of the well pumps to 200 horsepower would likely require an upsizing of the motor starters and conductors but may not require any further upsizing of the electrical distribution system.

The City would like to analyze the options for increasing the capacity of the wellfield, specifically those that involve Wells 11 and 12. In short, the three options for increasing capacity at Wells 11 and 12 include:

- 1. Upsize the existing electrical system at the Well 11 and 12 facility to allow for installing new pumps to maximize the wells' output per Mott McDonald's recommendation;
- 2. Install new pumps to increase capacity within the limits of the existing electrical distribution system and drill a new well; or
- 3. Leave Wells 11 and 12 in their current configuration and drill a new well.

The following scope of work is proposed to provide the City with this analysis.

SCOPE OF WORK

Task 1 – Project Management

Services shall include overall project management and oversight of the project work by the Project Manager and senior staff members. This shall include:

- A. Procure sufficient staff resources to dedicate to the project;
- B. Manage and control project budget and schedule;
- C. Manage, control, and direct the project team and any subconsultants;
- D. Manage and provide monthly progress reports and invoices; and
- E. Coordinate the project with the City.

Deliverables

Monthly progress reports and invoices.

Task 2 – Initial Site Visit

Gray & Osborne will perform an initial site visit to verify electrical equipment and capacity.

Deliverables

• N/A

39

Task 3 – Electrical Load Study and Alternatives Analysis

- A. Review site electrical utility bills for existing power usage data.
- B. Verify capacity of each component of existing electrical distribution system.
- C. Determine the largest pumps the existing facility can supply with only upgrades to the motor starter and conductors from the starter to the motor.
- D. Provide an equipment inventory and cost estimate for upgrading the equipment to maximize pump sizing within the existing building distribution system to support the pumps identified in Task 3 C above.
- E. Provide an equipment inventory and cost estimate for upgrading all the electrical equipment including the service, if necessary, to maximize the capacity of the two well pumps to the expected maximum given by Mott McDonald.

Task 4 – Prepare Alternatives Analysis Memorandum

- A. Review capacities of the various non-electrical components of Wells 11 and 12 including building and site piping and chemical feed equipment to identify any potential limiting factors.
- B. Prepare cost estimates for the well capacity upgrade options including the electrical costs identified in Task 3, as well as a new well option.
- C. Prepare a draft technical memorandum documenting the existing capacity, alternatives analysis, and costs for City review.
- D. After receiving City comment on the draft technical memorandum, prepare a final technical memorandum to the City.

Deliverables

- Draft technical memorandum
- Final technical memorandum

Task 5 - Quality Assurance/Quality Control

Oversee one, in-house, quality assurance/quality control (QA/QC) meeting at G&O's office during the course of the project. The meeting will include senior project staff and select design team members.

Deliverables

• N/A

Assumptions

• QA/QC meetings will take place prior to submitting the draft technical memoranda with preliminary layouts to the City for review.

ASSUMPTIONS IN THE SCOPE OF WORK

1. The City will provide at least one year's worth of electrical utility bills showing power usage for Wells 11 and 12.

Item 5.

EXHIBIT "B" COSTS FOR SCOPE OF SERVICES AND BILLING RATES

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

CITY OF CAMAS - WELLS 11 AND 12

| | | Project | Project | Electrical | Engineer-In- |
|---|-----------|---------|----------|------------|--------------|
| | Principal | Manager | Engineer | Eng. | Training |
| Tasks | Hours | Hours | Hours | Hours | Hours |
| 1 Provide Project Management | | 6 | | | |
| 2 Initial Site Visit | | 8 | 4 | 8 | 4 |
| 3 Electrical Load Study and Alternatives Analysis | | 2 | 2 | 12 | |
| 4 Prepare Alternatives Analysis Memorandum | | 6 | 24 | 24 | 32 |
| 5 Complete QA/QC Review | 2 | 2 | 2 | 2 | 2 |
| | | | | | |
| Hour Estimate: | 2 | 24 | 32 | 46 | 38 |
| Estimated Fully Burdened Billing Rate:* | \$245 | \$235 | \$175 | \$220 | \$165 |
| Fully Burdened Labor Cost: | \$490 | \$5,640 | \$5,600 | \$10,120 | \$6,270 |

| Total Fully Burdened Labor Cost: | \$ 28,120 |
|---|--------------|
| Direct Non-Salary Cost: | |
| Mileage & Expenses (Mileage @ current IRS rate) | \$ 350 |
| Printing | \$ - |

TOTAL ESTIMATED COST:

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

28,470

EXHIBIT "C" TITLE VI ASSURANCES

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

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

Item 5.

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C.

§ 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

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

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



Garland/DBS, Inc. 3800 East 91st Street Cleveland, OH 44105 Phone: (800) 762-8225

Fax: (216) 883-2055



Item 6.

CHANGE ORDER REQUEST #5

DATE: 3/15/2022

TO: City of Camas

PROJECT: Library Roof Replacement

CONTRACT: G1027

OMNIA Project Number: 25-WA-220649

DESCRIPTION: Additional Work – Unforeseen Conditions

We are requesting a change in the Contract as stated below due to the following changes to the work scope.

- 1. Establish site specific safety systems.
- 2. Mobilize all material and equipment to job site.
- 3. *Install S5 Snow guard systems on two roof areas in conjunction with the new metal roof systems. The two area are:
 - a. The west eave of building E above public sidewalk.
 - b. The north eave of building E above the loading access ramp.
- 4. De-mob material and equipment form site.

Total labor & materials......\$22,206.00 (Plus WSST)



Garland/DBS, Inc. 3800 East 91st Street Cleveland, OH 44105

Phone: (800) 762-8225 Fax: (216) 883-2055



Item 6.

| | Customer: City of Camas |
|---------------------------------|--------------------------------|
| Sincerely, | Signature: |
| Evan Clark | Print: |
| Project Manager 216-430-3690 | Title: |
| eclark@garlandind.com | Date: |



Staff Report – Consent Agenda

June 20, 2023 Council Regular Meeting

Appointment of Hearing Examiner Pro Tempore (Submitted by Alan Peters, Community Development Director)

| Phone | Email |
|--------------|------------------------|
| 360.817.7254 | apeters@cityofcamas.us |

BACKGROUND: The City of Camas utilizes a hearing examiner to conduct quasi-judicial hearings and issue decisions on certain land use matters. The hearing examiner system is authorized by RCW 35A.63.170 and established by CMC Chapter 2.15. The City has one appointed hearing examiner who has served in this role since 2007. Appointment of a hearing examiner pro tempore will ensure that the hearing examiner's responsibilities will be filled when the hearing examiner is unable to fulfill his or her duties due to absence or as the result of the hearing examiner having a conflict of interest in any specific matter.

SUMMARY: The hearing examiner is appointed by the City Council to determine various land use matters, including conditional use permits, light industrial/business park applications, preliminary subdivision plat applications, site specific rezone requests, and certain appeals. According to CMC 2.15.010, the purpose of the City's hearing examiner system is to "separate the land use regulatory function from the land use planning process; ensure procedural due process and appearance of fairness in land use regulatory hearings; and provide an efficient and effective land use regulatory system which integrates the public hearing and decision-making process for land use matters."

The City has one hearing examiner, Joe Turner, who has served in this role since 2007. There is currently no one appointed to fill this role if the hearing examiner is unable to do so because of availability or having a conflict of interest in any specific matter. Staff identified this issue last summer, and with the recommendation of Mr. Turner and the authorization of the Interim City Administrator, entered into a professional services agreement with Daniel Kearns to serve as hearing examiner when needed. There has not yet been a need to use Mr. Kearns as hearing examiner, but Staff determined it would be appropriate for Mr. Kearns to be formally appointed as a hearing examiner pro tempore prior to hearing any matters in the City of Camas.

Mr. Kearns is a qualified attorney licensed in Washington and is experienced in Washington land use law and conducting quasi-judicial land use hearings, evaluating land use criteria and drafting final land use decisions. He currently serves as a hearing examiner for Clark County.

BENEFITS TO THE COMMUNITY: Appointment of a hearing examiner pro tempore will ensure that the hearing examiner's responsibilities will be filled when the hearing examiner is unable to fulfill his or her duties due to absence or as the result of the hearing examiner having a conflict of interest in any specific matter.

POTENTIAL CHALLENGES: None.

BUDGET IMPACT: Hearing examiner compensation is included in the Community Development Department budget. The hearing examiner is compensated on an hourly basis for their services as needed.

RECOMMENDATION: Staff recommends Council appoint Daniel Kearns as hearing examiner pro tempore.



Staff Report

June 6, 2023 Council Workshop Meeting

Lodging Tax Advisory Committee Decision

Presenter: Doug Quinn Time Estimate: 5 minutes

| Phone | Email |
|--------------|-----------------------|
| 360.834.6864 | dquinn@cityofcamas.us |

BACKGROUND: The Lodging Tax Advisory Committee meets annually to review applications for Lodging Tax funds per RCW 67.28.1817, with their most recent meeting on May 23, 2023.

SUMMARY: The City of Camas uses lodging tax funds to support and encourage tourism and cultural activities in Camas. The City is working on ways to strengthen our position for day and overnight visitors and to position Camas as one of the region's premiere shopping, dining, and entertainment destinations.

The City of Camas collects a 2% charge on overnight stays in the hotel in the City. These funds are commonly referred to as lodging tax funds or hotel funds.

Washington State law strictly limits how lodging tax funds can be used (<u>RCW 67.28.1815-.1816</u>). Lodging tax funds must be used for activities, operations, and expenditures designed to increase tourism (day and overnight). Specifically, lodging funds can be used for the following:

Tourism marketing:

- Marketing and operations of special events and festivals designed to attract tourists;
- Operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district; or
- Operations of tourism-related facilities owned or operated by nonprofit organizations.

Governmental entities and nonprofit organizations can request lodging tax funds directly from the City for events, activities, and marketing initiatives intended to bring more people to the City. However, for-profit entities and individuals are not eligible for direct funding.

State law requires that lodging tax funding applications be reviewed and approved by the City's Lodging Tax Advisory Committee (LTAC) with consensus by City Council. All applications must include projections on the number of estimated visitors to/population impacted by the event or activity being funded.

The committee is comprised of the two owners of the Camas Hotel, the Administrative Assistant at the Camas-Washougal Chamber of Commerce, and chaired by City Council Member Boerke.

Applications were received by the Camas-Washougal Chamber of Commerce for Camas Days, the City of Camas Parks & Recreation Department for Hometown Holidays, the Downtown Camas Association for regional advertising, WHY Community non-profit for the Santa's Holiday Hustle 5K, Camas School District Athletics for regional advertising of Friday night Varsity games and Columbia Premier Soccer Club for their Clash of the Border and Summer Slam tournaments.

Here are the recipients and amounts awarded by the committee:

\$6,000 to the Downtown Camas Association

\$4,500 to the Camas Washougal Chamber of Commerce

\$1,050 to the City of Camas – Hometown Holidays

\$5,000 to Why Community

\$1,500 to Camas School District Athletics

\$18,050 TOTAL

BENEFITS TO THE COMMUNITY: Community events like Camas Days, Hometown Holidays, the Plant Fair, Santa's Holiday Hustle 5k, and local youth sporting events provide opportunities for community members to come together and celebrate our unique heritage and traditions and help foster a sense of belonging and inclusivity. Events like these also attract visitors from outside the area, stimulating the local economy by increasing patronage at restaurants, hotels, and shops.

POTENTIAL CHALLENGES: Tracking the exact number of overnight stays and tourists visiting from outside areas can be challenging. To improve accuracy, the committee suggested funding recipients provide specific event dates and projected participant numbers to the hotel and downtown merchants just before their event so they can track occupancy and revenue before, during, and after an event. The committee also discussed the desire to have other businesses join the committee to better account for tourism revenue.

BUDGET IMPACT: The Finance Department reported an estimated fund balance of \$74,970 at the beginning of 2023 with a budget of \$35,000. The estimated fund balance at the end of 2023 is \$63,627.

RECOMMENDATION: Staff recommends placing the item on the June 20, 2023 Consent Agenda.



Lodging Tax Advisory Committee Meeting Minutes_Draft Tuesday, May 23, 2023, 11:30 AM Council Chambers, 616 NE 4th Ave

CALL TO ORDER

Chair Marilyn Boerke called to order 11:33 a.m.

ROLL CALL

Present: Prashant Gupta, Bobby Sachdeva, and Samantha Horner-Boucher

Staff: Carrie Davis, Doug Quinn

Guests: Steven Baranowski, Camas School District; Jennifer Senescu, Camas-Washougal

Chamber of Commerce; Sean Janson, Columbia Premier Soccer; Carrie Schulstad,

Downtown Camas Association; Sherri McMillan, WHY

MEETING AGENDA

May 24, 2022, Lodging Tax Advisory Committee Meeting Minutes

It was moved by Horner and seconded to approve the Lodging Tax Advisory Committee Meeting Minutes. The motion carried unanimously.

2. Review Lodging Tax Applications

Staff stated that the Finance Department reported:

An estimated fund balance of \$74,970 at the beginning of the year, a budgeted amount of \$35,000 for 2023, and an estimated fund balance of \$63,627 at the end of 2023.

The committee reviewed the applications and engaged in a question-and-answer period with the applicants. The committee deliberated.

It was moved by Gupta, and seconded to approve:

\$6,000 to the Downtown Camas Association - The association applied for \$5,442. The committee awarded \$6,000 with the expectation that the association would not approach the Camas Hotel for advertising funds as usual.

\$4,500 to the Camas Washougal Chamber of Commerce \$1,050 to the City of Camas – Hometown Holidays \$5,000 to Why Community \$1,500 to Camas School District Athletics

The motion carried unanimously.

MEETING CLOSE

The meeting closed at 12:40 p.m.

RESOLUTION NO. 23-005

A RESOLUTION revising and extending the Transportation Improvement Program for an additional six (6) years.

WHEREAS, pursuant to the requirements of RCW 35.77.010, the City of Camas did, by Resolution No. 22-008 adopt a Transportation Improvement Program for the ensuing six (6) years; and

WHEREAS, said law requires the City revise and extend said Transportation Improvement Program annually; and

WHEREAS, pursuant to said law, the City Council of the City of Camas, being the legislative body of said City, did hold a public hearing on said revised Plan at 7:00 p.m. at the Camas Municipal Center in Camas, Washington, on the 5th day of June, 2023; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

Ι

The Transportation Improvement Program heretofore adopted and revised by the City Engineer for the City of Camas, as submitted to the City Council for the City of Camas, be and the same is hereby adopted and extended for an additional six (6) year period from the date thereof.

II

The City Clerk shall file a copy of said revised Transportation Improvement Program for the ensuing six (6) years, together with a copy of this Resolution, with the Secretary of Transportation of the State of Washington.

| Resolution | No. | 23-005 |
|------------|-----|--------|
| Page 2 | | |

| PASSED by the Council | il and APPROVED by the M | Mayor this day of June, 2023. |
|-----------------------|--------------------------|-------------------------------|
| | SIGNED: | Mayor |
| | ATTEST: | Clerk |
| APPROVED as to form: | | |
| City Attorney | | |

Washington State Department of Transportation

Six Year Transportation Improvement Progr

Item 12.

Agency: City of Camas

Co. No.: 06 Co. Name: Clark Co. City No.: 0145 MPO/RTPO: RTC

FROM: 2024 2029 Adoption Date: 6/20/2023 Hearing Date: 6/5/2023 Amend Date: Resolution No: 23-005

| s | ı | Project Identification | | | | | | | | Project Costs in Th | | | | | | | | | Federall | ly Funded |
|---------------|-------------|--|------------------------|--------|--------------|---------------|------------|-----------------------|----------------------|---------------------|--------------------|---------------|-------------|-------------|--------|-----------------|----------|--------------|----------------|-----------------|
| Class | qur | A. Pin/Project No. B. STIP ID | nent s) | , n | ngth | odes | ase | | | | Fund Source | e Information | | | Expend | liture Schedule | (Local A | gency) | Projec | ets Only |
| Functional | Priority No | C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description G. Structure ID | Improvement Type(s) | Status | Total Length | Utility Codes | Project Ph | Phase Start (yyyy) | Federal Fund Code | Federal Funds | State Fund Code | State Funds | Local Funds | Total Funds | 1st | 2nd | 3rd | 4th thru 6th | Envir. Type | R/W Required |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 16 | 1 | SR-500 (Everett St/Rd.) NW Lake Rd. to SE 4th St. from: to: Widen with bike lanes, sidewalks, illumination, bridge replacement | 03 | P | 1.08 | | ALL | 6/1/2023 | | | | | | 45700 | 1000 | | | 32700 | | |
| | | | | | | | Totals | 1/1/202 | | 0 | | 0 | 0 | | 1000 | | 10000 | 32700 | | |
| 16 | 2 | NW Lake Road @ NW Sierra St. from: to: Traffic signal | 24 | P | 00 | | ALL | 1/1/2024 | | | | | | 500 | 500 | 0 | | | | |
| | | | | | | | Totals | | (| 0 | | 0 |) () | 500 | 500 | 0 | 0 | | | |
| 16 | 3 | Lake Road NW Lacamas Lane to Lacamas Lake Lodge from: to: Widening, sidewalk | 03 | P | 0.45 | | ALL | 6/1/2025 | | | | | | 3600 | | 3600 | | | | |
| | | | | | | | Totals | | (| 0 | | 0 |) 0 | 3600 | 0 | | | | | |
| 14 | 4 | ADA Access Upgrades from: Citywide to: (Ongoing) | 28 | P | 0.00 | | ALL | 1/1/2024 | | | | | | 720 | 120 | 120 | 120 | 360 | | |
| | | | | | | | Totals | | (| 0 | | 0 |) 0 | 720 | 120 | 120 | 120 | 360 | | |
| 16 | 5 | Crown Road from: SE 23rd St. to NE 3rd Ave. Multimodal, turn lanes and intersection improvements | 04 | Р | 1.3 | | ALL | 1/1/2027 | | | | | | 11700 | 120 | 120 | 120 | 11700 | | |
| | | | | | | | Totals | | (| 0 | | 0 |) 0 | 11700 | 0 | 0 | 0 | 11700 | | |
| $\overline{}$ | | 1 | | | | l | 1-2442 | | | . 0 | | | | 11,00 | | | | 11700 | | |

Report Date: 6/7/2023

Co. No.: 06 Co. Name: Clark Co. City No.: 0145 MPO/RTPO: RTC

| S | i. | Project Identification | | | | | 1 | | I | Project Costs in Tl | nousands of Dolla | ars | | | | | | | Federal | ly Funded |
|--------------|-------------|---|------------------------|--------|--------------|---------------|---------------|-----------------------|----------------------|---------------------|--------------------|---------------|-------------|------------------|-------|------------------|----------|---------------|----------------|-----------------|
| Class | mpe | A. Pin/Project No. B. STIP ID | nent | | ıgth | səpc | se | | | | Fund Sourc | e Information | | | Exper | nditure Schedule | (Local A | (Igency) | | cts Only |
| Functional 6 | Priority Nu | C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description G. Structure ID | Improvement Type(s) | Status | Total Length | Utility Codes | Project Pha | Phase Start (yyyy) | Federal Fund Code | Federal Funds | State Fund Code | State Funds | Local Funds | Total Funds | 1st | 2nd | 3rd | 4th thru 6th | Envir. Type | R/W Required |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 16 | 6 | NW 18th Ave., et al. Path NW Astor to NW 16th, include NW Hood from: to: Pedestrian Path | 28 | P | 0.40 | | ALL | 1/1/2026 | | | | | | 270 | | | 70 | 200 | | |
| | | | | | | | Totals | | 0 | 0 | | (| | 0 270 | (| 0 0 | 70 | | | |
| 12 | 7 | SR-14 West Camas Slough Bridge from: to: Widen to 4 lanes NOTE: PE phase began 1/2006 | 03 | P | 2.25 | | ALL | 1/1/2027 | | | WSDOT | 45000 | | 45000 | | | | 45000 | | |
| | | | | | | | Totals | | 0 | 0 | | 45000 |) (| 0 45000 | (| 0 0 | 0 | | | |
| 17 | 8 | NE Goodwin Road/28th Street NW Camas Meadows Dr. to NE 232nd Ave. from: to: Widen to 5 lanes with bike lanes, sidewalk west of Ingle Widen to 3 lanes with bike lanes, sidewalk east of Ingle | 15 | P | 1.72 | | ALL | 1/1/2027 | | | | | | 27130 | | | | 27130 | | |
| | | | | | | | Totals ALL | 6/1/2026 | 0 | 0 | | (|) (| 0 27130 18200 | (| 0 0 | 2000 | | | |
| 16 | 9 | New North Shore E/W Arterial NE North Shore Blvd. to Everett Rd. from: to: New construction Includes Critical Areas and Alignment Investigation | 01 | P | 2.00 | | | 6/1/2026 | | | | | | | | | | | | |
| | | | | | | | Totals ALL | 6/1/2027 | 0 | 0 | | 1 |) (| 0 18200 5900 | (| 0 0 | 2000 | 16200 5900 | | |
| 00 | 10 | NE Northshore Blvd. NE 232nd Ave. to NE 242nd Ave. from: to: New construction Includes Critical Areas and Alignment Investigation | 15 | P | 0.50 | | | 0/1/202/ | | | | | | | | | | | | |
| | | | | | | | Totals | 1 446 | 0 | 0 | Г | (|) (| 5900 | (| 0 0 | 0 | | | |
| 14 | 11 | NW/NE 6th Avenue Corridor Improvements NW Norwood to NE Garfield from: to: Access and multimodal upgrades | 24 | P | 1.70 | | ALL | 1/1/2026 | | | | | | 240 | | | | 240 | | |
| | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | Totals | | 0 | 0 | | (|) (| 0 240 | (| 0 0 | 0 | 240 | <u> </u> | |

Co. No.: 06 Co. Name: Clark Co. City No.: 0145 MPO/RTPO: RTC

| SS | er | Project Identification | 1 | | | | | |] | Project Costs in Th | | | | | | | | | | lly Funded |
|------------|-------------|---|------------------------|--------|--------------|---------------|---------------|-----------------------|----------------------|---------------------|--------------------|---------------|-------------|-------------|-------|-----------------|--------|--------------|----------------|-----------------|
| Clas | Numb | A. Pin/Project No. B. STIP ID | nen! | | ngth | odes | ase | | | | Fund Source | e Information | | | Expen | diture Schedule | (Local | Agency) | Proje | cts Only |
| Functional | Priority Nu | C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description G. Structure ID | Improvement Type(s) | Status | Total Length | Utility Codes | Project Pha | Phase Start (yyyy) | Federal Fund Code | Federal Funds | State Fund Code | State Funds | Local Funds | Total Funds | 1st | 2nd | 3rd | 4th thru 6th | Envir. Type | R/W Required |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 17 | 12 | Bybee Road Realignment SE 15th St. to SE 20th St. from: to: New construction | 01 | P | 0.05 | | ALL | 1/1/2028 | | | | | | 1900 | | | | 1900 | | |
| | | | | | | | Totals ALL | 1/1/2029 | | 0 | | 0 |) (| | | 1 |) (| 0 1900 | | |
| 17 | 13 | NE 43rd Avenue from: SR-500 to: East City Limits Widen to 3 lanes with bike lanes, sidewalk | 03 | P | 0.36 | | ALL | 1/1/2029 | | | | | | 6000 | | | | 6000 | | |
| | | | | | | | Totals | | 0 | 0 | | 0 |) (| 6000 | C |) (|) | 0 6000 | 1 | |
| 00 | 14 | Downtown Infrastructure NE 3rd to NE 7th, NE Adams to NE Garfield from: to: Pavement and sidewalk Rehab, ADA upgrades | 06 | P | 0 | SWPO | ALL | 1/1/2026 | | | | | | 1610 | | | | 1610 | | |
| | | | | | | | Totals | | | 0 | | 0 |) (| 1610 | 0 |) (|) | 0 1610 | | |
| 00 | 15 | North Dwyer Creek Master Plan Street "B" NW Friberg St./Strunk to NW Larkspur St. from: to: New construction | 15 | P | 0.90 | | РЕ | 1/1/2028 | | | | | | 5 | | | | 5 | | |
| | | | | | | | Totals | | 0 | 0 | | 0 |) (|) 5 | 0 |) (|) (| 0 5 | | |
| 19 | 16 | NW Payne Street NW Lake Rd. to NW Camas Meadows Dr. from: to: Widening, bike lanes, sidewalk | 03 | P | 0.40 | | PE | 1/1/2029 | | | | | | 5 | | | | | | |
| 1 | | | | | | | Totals | | 0 | 0 | | 0 |) (|) 5 | C |) (|) (| 0 5 | 1 | |

Co. No.: 06 Co. Name: Clark Co. City No.: 0145 MPO/RTPO: RTC

| , s | H | Project Identification | 1 | | | | Ι | | 1 | Project Costs in Th | nousands of Dolla | ars | | Т | | | | | Federal | ly Funded |
|--------------|---------------|---|------------------------|--------|--------------|---------------|----------------|----------------------------------|----------------------|---------------------|--------------------|---------------|-------------|--------------------|-------|------------------|--------|---------------------------|----------------|-----------------|
| Clas | mbe | A. Pin/Project No. B. STIP ID | ent (| | gth | des | e e | | | | | e Information | | | Exper | nditure Schedule | (Local | Agency) | | ets Only |
| Functional (| Priority Numb | C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description G. Structure ID | Improvement Type(s) | Status | Total Length | Utility Codes | Project Phas | Phase Start (yyyy) | Federal Fund Code | Federal Funds | State Fund Code | State Funds | Local Funds | Total Funds | 1st | 2nd | 3rd | 4th thru 6th | Envir. Type | R/W Required |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 17 | 17 | NW 23rd Avenue Nw Astor to NW Sierra from: to: Widening, sidewalk | 04 | P | 0.23 | | Totals | 1/1/2027 | | 0 0 | | 0 | 0 0 | 560 | | 0 0 | | 0 560 | | |
| | | | + | | | | PE | 1/1/2024 | | , , | | 1 | , , | 500 | | 5 | | 300 | | |
| 00 | 18 | North Dwyer Creek Master Plan Street "A" NW Lake Rd. to NW Camas Meadows Dr. from: to: New construction | 15 | P | 0.64 | | Totals | | | 0 0 | | 0 | 0 0 | 0 5 | | 5 0 | | 0 0 | | |
| | | | + | | | | CN | 1/1/2027 | | , | | <u></u> | 1 | 200 | | <u> </u> | ' | 200 | | |
| 17 | 19 | NW Leadbetter Drive NW Lake Rd. to NW Fremont St. from: to: Sidewalk | 28 | P | 0.15 | | | | | | | | | | | | | | | |
| | | | | | | | Totals | | (| 0 | I | 0 |) (| | (| 0 0 |) | 0 200 | | |
| 17 | 20 | NE 28th Street & NE 232nd Avenue from: to: Intersection improvements | 24 | P | 0.00 | | ALL | 6/1/2027 | | | | | | 184 | | | | 184 | | |
| | | | | | | | T . 1 | | | | | | | 104 | | 0 0 | | 0 104 | | |
| 16 | 21 | Brady Road McIntosh to West City Limits from: to: Bike & Pedestrian Improvements | 04 | P | .50 | | Totals PE | 1/1/2027 | | | | 0 | | 184 | (| 0 0 | | 0 184 | | |
| | | | | | | | Totals | | (| 0 | | 0 |) (|) 5 | | 0 0 | 1 | 0 5 | | |
| 17 | 22 | NW Astor Street/NW 11th Avenue NW 16th Ave. to McIntosh Rd. from: to: Widening, bike lanes, sidewalk | 03 | P | 0.62 | | PE RW CN | 1/1/2027 1/1/2028 6/1/2029 | | | | | | 145 145 2290 | (| 0 0 | | 0 5 145 145 2290 | | |
| | | | | | | | | | | | | | | | | | | | | |
| I | | | 1 | | | | Totals | | (| 0 | | 0 | 0 | 2580 | (| 0 0 |) | 0 2580 | l | 1 |

Co. No.: 06 Co. Name: Clark Co. City No.: 0145 MPO/RTPO: RTC

| ass | ber | Project Identification A. Pin/Project No. B. STIP ID | nt | | ų. | s | <u> </u> | |] | Project Costs in Th | | ars e Information | | | Evmon | nditure Schedule | Anal | Agency) | | y Funded ets Only |
|------------------|-----|--|------------------------|--------|--------------|---------------|---------------|-----------------------|----------------------|---------------------|--------------------|----------------------|-------------|-------------|-------|------------------|------|--------------|----------------|----------------------|
| Functional Class | | C. Project Title D. Road Name or Number E. Begin & End Termini | Improvement Type(s) | Status | Total Length | Utility Codes | Project Phase | Phase Start (yyyy) | Federal Fund Code | Federal Funds | State Fund Code | State Funds | Local Funds | Total Funds | lst | 2nd | 3rd | 4th thru 6th | Envir. Type | R/W Required |
| 1 | 2 | F. Project Description G. Structure ID | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 16 | 23 | NW 18th Avenue, et al NW Astor to NW 16th, include NW Hood from: to: Widen curb, sidewalk | 03 | P | 0.51 | 7 | PE Totals | 1/1/2027 | | | | 13 | | 5 | | 0 0 | | 5 | 20 | 21 |
| 16 | 24 | NW 18th Avenue NW Whitman St. to NW Brady Rd. from: to: New construction with bike lanes | 01 | P | 0.26 | | PE Totals | 1/1/2027 | | | | 0 | | 5 | | 0 0 | | 5 | | |
| 16 | 25 | NW 18th Avenue NW Whitman St. to West City Limits from: to: Widening, bike lanes | 03 | P | 0.40 | | PE | 1/1/2027 | | | | | | 5 | | | | 5 | | |
| 16 | 26 | NW 43rd/NW Astor - NW Sierra to NW 38th Impr. from: to: Widening, bike lanes, sidewalk | 03 | P | .50 | | Totals PE | 1/1/2029 | 0 | 0 | | 0 | C | 5 | (| 0 0 | (| 5 5 | | |
| | | | | | | | Totals | | 0 | 0 | | 0 | 0 |) 5 | | 0 0 | (| 0 5 | | |
| 17 | 27 | NE 232nd Avenue NE 28th to NE North Shore Blvd. from: to: Widen to 3 lanes with bike lanes, sidewalk | 15 | P | 0.97 | | PE | 1/1/2029 | | U | | | | 5 | | | | 5 | | |
| 17 | 28 | NW McIntosh Road NW Brady Rd. to NW 11th Ave. from: to: Widening, bike lanes, sidewalk | 15 | P | 1.2 | | Totals PE | 1/1/2029 | 0 | 0 | | 0 | C | 5 5 | (| 0 0 | (| 5 5 | | |
| | | | | | | | Totals | | 0 | 0 | | 0 | 0 |) 5 | (| 0 0 | (| 0 5 | | |

Co. No.: 06 Co. Name: Clark Co. City No.: 0145 MPO/RTPO: RTC

| × | L . | Project Identification | | 1 | | | T | | F | Project Costs in Tl | nousands of Dolla | ars | | | | | | | Federall | y Funded |
|------------------|---------------|---|------------------------|--------|--------------|---------------|--------------|-----------------------|----------------------|---------------------|--------------------|---------------|-------------|-------------|------|------------------|--------|-------------------|----------------|-----------------|
| Clas | mbe | A. Pin/Project No. B. STIP ID |) ent | | ıgth | səpo | ase | | | | | e Information | | | Expe | nditure Schedule | (Local | Agency) | | ts Only |
| Functional Class | Priority Numb | C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description G. Structure ID | Improvement Type(s) | Status | Total Length | Utility Codes | Project Pha | Phase Start (yyyy) | Federal Fund Code | Federal Funds | State Fund Code | State Funds | Local Funds | Total Funds | 1st | 2nd | 3rd | 4th thru 6th | Envir. Type | R/W Required |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 00 | 29 | NE Woodburn Drive SE 283rd Ave. to SE 15th St. from: to: New construction Includes 23rd St. realignment | 01 | P | .70 | | ALL | 1/1/2029 | 0 | 0 | | 0 | 0 0 | 6587 | | 0 0 | | 6587 0 6587.26 | | |
| | | | | | | | PE | 1/1/2029 | 0 | | | 1 | , <u> </u> | 5 | |) | | 5 | | |
| 07 | 30 | SE 15th Street/Nourse Road from: Camas High School to: NE 283rd Ave. Widen to 3 lanes with bike lanes, sidewalk | 15 | P | 0.59 | | Totals | | 0 | | | | 0 0 | 5 | | 0 0 | | 0 5 | | |
| | | | | | | | PE | 1/1/2029 | 0 | | | 1 | , <u> </u> | 5 | |) | | 5 | | |
| 00 | 31 | NE 18th Street NE 192nd Ave. to NE Goodwin Rd. from: to: New construction (potential alternate alignment) | 15 | P | 0.67 | | | | | | | | | | | | | | | |
| | | | | | | | Totals PE | 1/1/2020 | 0 | 0 | ı | 0 | 0 | 5 | | 0 | | 0 5 | | |
| 17 | 32 | NE 28th Street NE 232nd Ave. to NE 242nd Ave. from: to: Widen to 3 lanes with bike lanes | 15 | P | 0.50 | | PE | 1/1/2029 | | | | | | 5 | | | | , | | |
| | | | | | | | Totals | | 0 | 0 | | 0 | 0 | 5 | (| 0 | (| 0 5 | | |
| 16 | 33 | NW Camas Meadows Drive NE 13th St. to NE 18th St. from: to: New construction (potential alternate alignment) | 15 | P | 0.20 | | PE | 1/1/2029 | | | | | | 5 | | | | 5 | | |
| | | | | | | | Totals | | 0 | 0 | | 0 | 0 | 5 | | 0 | (| 0 5 | | |
| 00 | 34 | NE 242nd Avenue NE 28th St. to NE North Shore Blvd. from: to: Widen to 3 lanes with bike lanes, sidewalk | 15 | P | 0.70 | | PE | 1/1/2029 | | | | | | 5 | | | | 5 | | |
| | | | | | | | | | | | | | | | | | | | | |
| | | | | 1 | | 1 | Totals | | 0 | 0 | | 0 | 0 | 5 | (| 0 | (| 0 5 | 1 | |

Co. No.: 06 Co. Name: Clark Co. City No.: 0145 MPO/RTPO: RTC

| w I | - | Project Identification | | 1 | | | | | 1 | Project Costs in Th | ousands of Doll: | ars | | Г | | | | | Federal | ly Funded |
|-----------------|----------------|---|------------------------|--------|--------------|---------------|---------------|-----------------------|----------------------|---------------------|--------------------|---------------|-------------|-------------|-------|------------------|--------|--------------|----------------|-----------------|
| Jas | nbe | A. Pin/Project No. B. STIP ID | ent | | gth | ges | 9 | | | roject costo in 11 | | e Information | | | Exper | nditure Schedule | (Local | Agency) | | ets Only |
| Functional Clas | Priority Numbo | C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description G. Structure ID | Improvement Type(s) | Status | Total Length | Utility Codes | Project Phas | Phase Start (yyyy) | Federal Fund Code | Federal Funds | State Fund Code | State Funds | Local Funds | Total Funds | 1st | 2nd | 3rd | 4th thru 6th | Envir. Type | R/W Required |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 19 | 35 | NW Maryland Street NW 19th to NW 24th from: to: New construction | 01 | P | 0.25 | | ALL | 6/1/2029 | | | | | | 302 | | | | 302 | | |
| | | | | | | | Totals ALL | 6/1/2029 | 0 | 0 | | 0 | 0 | 302 | | 0 0 | 1 | 0 302 | | |
| 19 | 36 | NE Nevada Street NE 3rd to NE 6th from: to: Reconstruct | 04 | P | 0.17 | | | 0/1/2029 | | | | | | | | | | | | |
| | | | | | | | Totals ALL | 6/1/2029 | 0 | 0 | | 0 | 0 | 302 600 | | 0 0 | 1 | 600 | | |
| 00 | 37 | NE Goodwin Road @ NW Camas Meadows Drive from: to: Traffic signal | 24 | P | 00 | | | 3.1232 | | | | | | | | | | | | |
| | | | | | | | Totals | | 0 | 0 | | 0 | 0 | | (| 0 0 | 1 | 0 600 | | |
| 16 | 38 | NW Pacific Rim @ Parker Street from: to: Traffic signal | 15 | P | 00 | | PE | 6/1/2029 | | | | | | 5 | | | | 5 | | |
| | | | | | | | Totals | | 0 | 0 | | 0 | 0 | 5 | (| 0 0 | | 0 5 | | |
| 17 | 39 | NE Ingle Road-NE Goodwin to N City Limits Goodwin to N City Limits from: to: widen to 3 lanes with bike lanes, sidewalk | 03 | P | 1.30 | | PE | 6/1/2029 | | | | | | 5 | | | | 5 | | |
| | | | | | | | Totals | | 0 |) 0 | | 0 | 0 | 5 | - | 0 0 | , | 0 5 | | |
| 00 | 40 | NE Ingle Road Extension Goodwin to 232nd Ave from: to: New construction | 15 | P | 1.00 | | PE | 6/1/2029 | | | | | | 5 | · | | | 5 | | |
| | | | | | | | Totals | | 0 | 0 | | 0 | 0 | | | 0 0 | , | 0 5 | | |
| | | | 1 | l | | 1 | 1 otais | | U | , 0 | | 0 | 0 | 5 | (| 0 | | υ 5 | I | 1 1 |

Co. No.: 06 Co. Name: Clark Co. City No.: 0145 MPO/RTPO: RTC

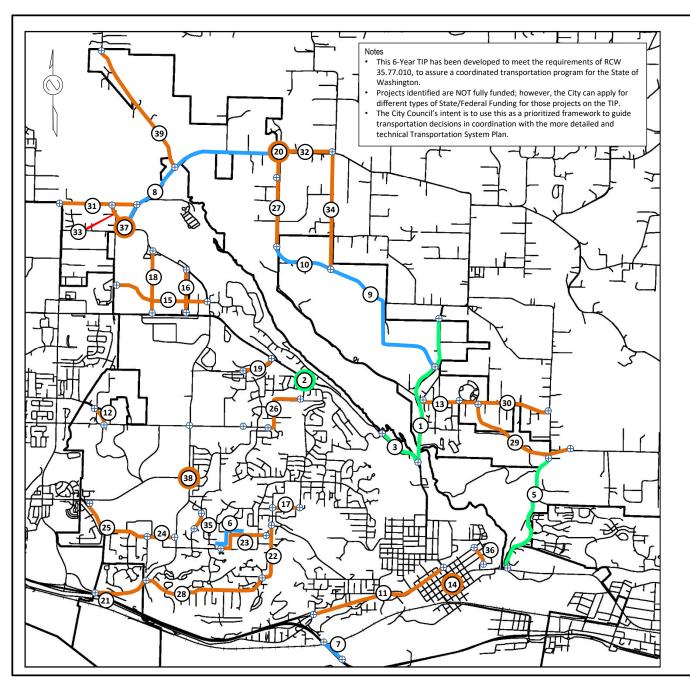
| s | L | Project Identification | 1 | 1 | | | <u> </u> | | I | Project Costs in Th | ousands of Dolla | ars | | | | | | | Federall | y Funded |
|----------------|----------------|---|------------------------|--------|--------------|---------------|--------------|-----------------------|----------------------|---------------------|--------------------|---------------|-------------|-------------|-------|------------------|---------|--------------|----------------|-----------------|
| Clas | mbe | A. Pin/Project No. B. STIP ID | nent | | gth | səpe | e s | | | , | | e Information | | | Expen | nditure Schedule | (Local | Agency) | Projec | |
| Functional Cla | Priority Numbe | C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description G. Structure ID | Improvement Type(s) | Status | Total Length | Utility Codes | Project Pha | Phase Start (yyyy) | Federal Fund Code | Federal Funds | State Fund Code | State Funds | Local Funds | Total Funds | lst | 2nd | 3rd | 4th thru 6th | Envir. Type | R/W Required |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 16 | 41 | SR-500 @ Leadbetter Road from: to: Access Control | 15 | P | 00 | | PE Totals | 1/1/2029 | 0 | 0 | | 0 | | 5 | | 0 (| | 0 5 | | |
| | | | | | | | PE | 1/1/2029 | | | | | | 5 | | 1 | | 5 | | |
| 16 | 42 | SR-500 @ New E/W Arterial from: to: Intersection improvements | 15 | P | 00 | | Tatala | | | | | | | | | | | 0 5 | | |
| | | | | | | | Totals PE | 1/1/2029 | 0 | 0 | | 0 | 0 | 5 | C |) (|) | 0 5 | | |
| 16 | 43 | NE 28th Street @ 242nd Avenue from: to: Intersection improvements | 15 | P | 00 | | | 1/1/2029 | | | | | | | | | | | | |
| | | | | | | | Totals PE | 1/1/2020 | 0 | 0 | | 0 | 0 | 5 | 0 |) (|) | 0 5 | | |
| 16 | 44 | SR-500 @ NE 14th Ave. from: to: Controlled Access | 24 | P | 00 | | Totals | 1/1/2029 | 0 | 0 | | 0 | | | 0 | | | 0 5 | | |
| | | | | | | | PE | 1/1/2029 | | | | | | 5 | | | | 5 | | |
| 00 | 45 | NE 232nd Avenue @ Ingle Extension from: to: Roundabout | 15 | P | 00 | | | | | | | | | | | | | | | |
| | | | | | | | Totals | _ | 0 | 0 | | 0 |) (| | |) (| | 0 5 | | |
| 00 | 46 | Pavement Treatments (maintenance & preservation) from: to: Overlays, surface treatments | 47 | P | 00 | | CN | 6/1/2024 | | | | | | 5760 | 960 | 960 | 96 | 0 2880 | | |
| | | | | | | | T + 1 | | | | | | | | | | ` ^ ^ ^ | 0 2000 | | |
| | | | | | | | Totals | | 0 | 0 | | 0 | 0 | 5760 | 960 | 960 |) 96 | 0 2880 | | |

Item 12.

Agency: City of Camas

Co. No.: 06 Co. Name: Clark Co. City No.: 0145 MPO/RTPO: RTC

| SS | | Project Identification | 1 | | | | | |] | Project Costs in Th | ousands of Dolla | ars | | 1 | | | | | Federall | y Funded |
|------------|-------------|---|------------------------|--------|--------------|---------------|-------------|-----------------------|----------------------|---------------------|--------------------|---------------|-------------|-------------|---------------------------------|-----|-----|--------------|----------------|-----------------|
| Clas | Number | A. Pin/Project No. B. STIP ID | nent | | ıgth | səpc | se | | | | Fund Source | e Information | | | Expenditure Schedule (Local Age | | | gency) | Projec | |
| Functional | Priority Nu | C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description G. Structure ID | Improvement Type(s) | Status | Total Length | Utility Codes | Project Pha | Phase Start (yyyy) | Federal Fund Code | Federal Funds | State Fund Code | State Funds | Local Funds | Total Funds | 1st | 2nd | 3rd | 4th thru 6th | Envir. Type | R/W Required |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 00 | 47 | Reconstructs from: Citywide to: | 04 | P | 00 | | ALL | 1/1/2024 | CDBG | 250 | | | | 1500 | 250 | 250 | 250 | 750 | | |
| | | | | | | | Totals | | 0 | 250 | | 0 | C | 1500 | 250 | 250 | 250 | 750 | | |
| 00 | 48 | Sidewalk Projects from: to: Sidewalk installations Citywide, including curb ramps | 28 | P | 00 | | ALL | 1/1/2024 | | | | | | 150 | 25 | | | | | |
| | | | | | | | Totals | | 0 | 0 | | 0 | | | 25 | 25 | | | | |
| 0 | 49 | Shared Path Improvements Citywide from: to: | 28 | P | 00 | | ALL | 1/1/2026 | 6 | | | 0 | | 200 | 0 | 0 | 50 | | | |
| 00 | 50 | Safety Projects from: to: Future safety projects Includes traffic revisions, NW Fargo Curve Safety Analysis, City Wide Horizontal Curves Safety Improvements | 21 | S | 00 | | RW CN | 1/1/2024 7/1/2024 | HSIP HSIP | 20 260 | | | 300 | 560 | 20 310 | 50 | 50 | 150 | | |
| 1 | | | | | | | Totals | | 0 | 280 | | 0 | 300 | 580 | 330 | 50 | 50 | 150 | | 1 |



City of Camas 2024 – 2029 Six Year Street Priorities

- 1 SR 500 (Everett St/Rd)
- 2 Lake Rd. & NW Sierra St. Signal
- NW Lake Rd.
- ADA Access Upgrades Citywide
- SE Crown Rd
- OL GIOMITIA
- 16th Ave/ Hood / 18th Ave Path SR 14 - West Camas Slough Bridge
- NE Goodwin Rd/28th St
- 9 North Shore East/West Arterial
- 10 NE North Shore Blvd.
- 11 NW/NE 6th Ave Corridor Imp
- 12 Bybee Rd
- 13 NE 43rd Ave
- 14 Downtown Infrastructure
- 15 Street "B" (North Dwyer Creek Area)
- 16 NW Payne St.
- 17 NW 23rd Ave
- 18 Street "A" (North Dwyer Creek Area)
- 19 NW Leadbetter Dr Path
- 20 NE 28th St & NE 232nd Ave Intersection Imp.
- 1 NW Brady Rd Ped & Bike Improvements
- 22 NW Astor St.
- 23 NW 16th Ave/Hood/18th Ave
- 24 NW 18th Ave
- 25 NW 18th Ave/Payne Rd
- 26 NW Astor St. /43rd Ave
- 27 NE 232nd Ave
- 28 NW McIntosh Rd
- 29 NE Woodburn Dr.
 - SE 15th St./Norse Rd
- SE 15th St./Norse Rd
- NE 18th St (192nd to Goodwin)
- NE 28th St (232nd to 242nd)
- 3 NW Camas Meadows Dr (West)
- NE 242nd Ave
- 35 NW Maryland St
- 6 NE Nevada St.
- NE Goodwin / Camas Meadows Signal
- 38 NW Pacific Rim / Parker St. Signal
- 39 NE Ingle Rd to N City Limits



Six Year Street Plan Map 2023-2028 D3 $\,$ (File 2023-2028 STIP $\,$)

Appendices

Six Year Form Coding Instructions

Heading

Agency Enter name of the sponsoring agency.

County No. Enter the assigned number (see LAG Appendix 21.44). City No. Enter the assigned number (see LAG Appendix 21.45).

MPO/RTPO Enter the name of the associated MPO (if located within urbanized area) or

RTPO (if located in a rural area).

Hearing Date Enter the date of the public hearing.

Adoption Date Enter the date this program was adopted by council or commission.

Resolution No. Enter Legislative Authority resolution number (if applicable.)

Amendment Date Enter the date this program was amended by council or commission.

Column Number

1. **Functional Classification**. Enter the appropriate 2-digit code denoting the Federal Functional Classification. (*Note:* The Federal Functional Classification must be one approved by FHWA.)

Description

00- No Classification

| Rural (< 5000 pop.) | Urban (> 5000 pop.) |
|----------------------------|--------------------------------|
| 01 - Interstate | 11 - Interstate |
| 02 - Principal Arterials | 12 - Freeways & Expressways |
| 06 - Minor Arterials | 14 - Other Principal Arterials |
| 07 - Major Collector | 16 - Minor Arterial |
| 08 - Minor Collector | 17 - Collector |
| 09 - Local Access | 19 - Local Access |

- 1. **Priority Numbers.** Enter local agency number identifying agency project priority (optional).
- 2. **Project Identification.** Enter (a) Federal Aid Number if previously assigned; (b) Bridge Number; (c) Project Title; (d) Street/Road Name or Number/Federal Route Number;
- (e) Beginning and Ending Termini (milepost or street names); and (f) Describe the Work to be Completed.
- 4. **Improvement Type Codes.** Enter the appropriate federal code number.

SEE APPENDIX A

- 5. **Funding Status.** Enter the funding status for the entire project or phase that describes the current status.
 - **S** Project is 'selected' by the appropriate selection body and funding has been secured by the lead agency.
 - **P** Project is subject to selection by an agency other than the lead and is listed for planning purposes. (Funding has *not* been determined.)
- 6. **Total Length.** Enter project length to the nearest hundredth (or code "**00**" if not applicable).
- 7. **Utility Code(s).** Enter the appropriate code letter(s) for the utilities that need to be relocated or are impacted by the construction project.

C - Cable TV G - Gas
O - Other P - Power
S - Sewer (other than agency-owned) T - Telephone
W - Water

- 8. Project Phase. Select the appropriate phase code of the project.
- PE Preliminary Engineering, including Design (or Planning)

RW - Right of Way or land acquisition

CN - Construction only (or transit planning or equipment purchase)

ALL - All Phases: from Preliminary Engineering through Construction

- 9. **Phase Start Date.** Enter the *month/day/year* in MM/DD/YY format that the selected phase of the project is *actually* expected to start.
- 10. **Federal Fund Code.** Enter the Federal Fund code from the table.

See Source of Funds Appendix F

- 11. **Federal Funds.** Enter the total federal cost (**in thousands**) of the phase regardless of when the funds will be spent.
- 12. **State Fund Code.** Enter the appropriate code for any of the listed state funds to be used on this project.

See Source of Funds Appendix F

- 13. **State Funds.** Enter all funds from the State Agencies (**in thousands**) of the phase regardless of when the funds will be spent.
- 14. **Local Funds.** Enter all the funds from Local Agencies (**in thousands**) of the phase regardless of when the funds will be spent.

- 15. **Total Funds.** Enter the sum of columns 10, 12, and 14. (Auto-calculation in the "STIP Too" program.)
- 16-19. Expenditure Schedule (1st, 2nd, 3rd, 4th thru 6th years). Enter the estimated expenditures (in thousands) of dollars by year. (For Local Agency use.)
- 20. **Environmental Data Type.** Enter the type of environmental assessment that will be required for this project. (This is *"required"* for *Federally funded projects*, but may be filled in for state or locally funded projects.)
 - EIS Environmental Impact Statement
 - EA Environmental Assessment
 - CE Categorical Exclusion
- 21. **R/W Certification.** Click **Y** if Right of Way acquisition is or will be required. If yes, enter R/W

Certification Date, if known. (This is "required" for Federally funded projects

APPENDIX A IMPROVEMENT TYPE CODES

| 01 | New Construction Roadway |
|----|---|
| 03 | Reconstruction, Added Capacity |
| 04 | Reconstruction, No Added Capacity |
| 05 | 4R Maintenance Resurfacing |
| 06 | 4R Maintenance - Restoration & Rehabilitation |
| 07 | 4R Maintenance - Relocation |
| 80 | Bridge, New Construction |
| 10 | Bridge Replacement, Added Capacity |
| 11 | Bridge Replacement, No Added Capacity |
| 13 | Bridge Rehabilitation, Added Capacity |
| 14 | Bridge Rehabilitation, No Added Capacity |
| 15 | Preliminary Engineering |
| 16 | Right of Way |
| 17 | Construction Engineering |
| 18 | Planning |
| 19 | Research |
| 20 | Environmental Only |
| 21 | Safety |
| 22 | Rail/Highway Crossing |
| 23 | Transit |
| 24 | Traffic Management/Engineering - HOV |
| 25 | Vehicle Weight Enforcement Program |
| 26 | Ferry Boats |
| 27 | Administration |
| 28 | Facilities for Pedestrians and Bicycles |
| 29 | Acquisition of Scenic Easements and Scenic or Historic Sites |
| 30 | Scenic or Historic Highway Programs |
| 31 | Landscaping and Other Scenic Beautification |
| 32 | Historic Preservation |
| 33 | Rehab & Operation of Historic Transp. Buildings, Structures, Facilities |
| 34 | Preservation of Abandoned Railway Corridors |
| 35 | Control and Removal of Outdoor Advertising |
| 36 | Archaeological Planning & Research |
| 37 | Mitigation of Water Pollution due to Highway Runoff |
| 38 | Safety and Education for Pedestrians/Bicyclists |
| 39 | Establishment of Transportation Museums |
| 40 | Special Bridge |
| 41 | Youth Conservation Service |
| 42 | Training |
| 43 | Utilities |
| 44 | Other |
| 45 | Debt Service |

Systematic Preventive Maintenance

47

APPENDICES B, C, D, AND E Void

Source of Funds

The following are descriptions of fund sources that have been identified through the federal transportation acts and through state legislative action for transportation projects in Washington.

Federal

The following are descriptions of fund sources identified in the <u>Infrastructure Investment & Jobs Act (IIJA)/Bipartisan Infrastructure Law (BIL)</u>, as well as, funds sources from prior federal transportation acts that have been revised or discontinued.

Bridge (BR): The Local Bridge Program provides funding for eligible bridges on public roads. The state prioritizes and programs state and local bridges for funding. IIJA/BIL established the Bridge Formula Program (BFP) that is funded as part of the Highway Infrastructure Program (HIP). In addition, the Local Bridge program includes funding through NHPP and STBG programs.

<u>Carbon Reduction Program (CRP)</u> – This program is to reduce transportation emissions through the development of carbon reduction strategies and funds projects that support the reduction of transportation emissions. Requires WSDOT, in consultation with MPOs to develop a carbon reduction strategy by November 15, 2023, for approval by FHWA.

- Regional CRP (CRP(UL), CRP(UM), CRP(US), CRP(R), etc.): MPOs are allocated CRP funds for prioritization and selection. The allocations are based on population areas as follows:
 - <u>CRP(UL)</u> Urbanized areas greater than 200,000 population.
 - CRP(UM) Urbanized areas between 50,000 and 200,000 population.
 - CRP(US) Urbanized areas between 5,000 and 49,999 population.
 - CRP(R) Areas of 5,000 or less population.
 - WSDOT's CRP (CRP): A portion of the CRP funds that can be used anywhere. WSDOT prioritizes and programs these projects.

<u>Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA)</u> - Enacted on December 27, 2020, appropriated additional funds for Highway Infrastructure Programs (HIP). Funds may be obligated for activities eligible under 23 USC 133(b). Funds must be obligated by September 30, 2024, or the funds lapse.

<u>CRSSAA(UL)</u> - <u>Urban Large</u> - <u>Urbanized</u> areas greater than 200,000. Funding for areas with a population over 200,000 is distributed to the Metropolitan Planning Organizations (MPO) that contain this population group (BFCG, PSRC, RTC and SRTC) were allocated CRSSA funds for prioritization and selection.

<u>Congestion Mitigation and Air Quality (CMAQ)</u>: The CMAQ program addresses congestion mitigation and air quality improvements in non-attainment and/or maintenance areas of the state. Funds are allocated to non-attainment and maintenance areas based on their population and the severity of air quality non-attainment. The MPO prioritizes and programs projects for funding.

<u>Demonstration Projects (DEMO)</u>: Demonstration projects are identified through appropriation bills approved by Congress.

<u>Ferry Boat Program (FBP)</u>: Provides funding for the construction of ferryboats and ferry terminal facilities, based on a nationwide formula. The IIJA/BIL Act has increased the amount to eligible entities approximately 128% more than received in the FAST Act.

<u>High Priority Projects (DEMO)</u>: The High Priority Projects program provides designated funding for specific projects identified by Congress in 23 U.S.C. 117. The designated funding can only be used for the project as described in the law, [1601(a)]. Discontinued.

<u>Highway Infrastructure Program (HIP)</u>: The 2019 Omnibus bill and the 2020 and 2021 Department of Transportation Appropriations Act provided additional funds apportioned as the STBG program (23 CFR 133(d)) for road and bridge projects.

- Eligible activities only construction of highways, bridges, and tunnels per 23 USC 133 (b)(1)(A). Construction includes design and right of way that directly relates to the construction of the roadway project. (23 USC (a)(4)) HIP funds are not eligible to be utilized on:
 - Rural minor collectors or local access,
 - Transportation alternatives, ferries, transit, etc.
 - Transportation planning and studies.
 - <u>HIP(UL) Urban Large</u> Urbanized areas greater than 200,000: Funding
 for areas with a population over 200,000 is distributed to the Metropolitan
 Planning Organizations (MPO) that contain this population group (BFCG,
 PSRC, RTC and SRTC) are allocated HIP funds for prioritization and
 selection.
 - <u>HIP</u>: WSDOT projects. WSDOT prioritizes and programs these projects.
- Funds must be obligated as follows or they lapse:
 - 2020 funds obligation deadline September 20, 2023
 - 2021 funds obligation deadline September 20, 2024

Highway Safety Improvement Program (HSIP): The objective of the core safety program continues to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned public roads and roads on tribal lands. These funds are made available to all state and local agencies and tribal nations within Washington and can be applied to all public roadways. The state prioritizes and programs state and local projects based upon the Strategic Highway Safety plan approved by the Governor in 2006 and updated in 2019, called Target Zero. Includes funding for the Railway/Highway Crossing Program.

<u>Infrastructure For Rebuilding America (INFRA):</u> Provides discretionary funding to nationally and regionally significant freight and highway projects that align with the program goals to:

- Improve the safety, efficiency, and reliability of the movement of freight and people.
- Generate national or regional economic benefits and an increase in global economic competitiveness of the U.S.
- Reduce highway congestion and bottlenecks.
- Improve connectivity between modes of freight transportation.
- Enhance the resiliency of critical highway infrastructure and help protect the environment.
- Improve roadways vital to national energy security; and

• Address the impact of population growth on the movement of people and freight

National Electric Vehicle Infrastructure Formula Program (NEVI) – This program provides funding to strategically deploy electric vehicle (EV) charging infrastructure and to establish an interconnected network to facilitate data collection, access, and reliability. Eligible uses are the acquisition and installation of electric vehicle charging infrastructure to serve as a catalyst for the deployment of such infrastructure and to connect it to a network to facilitate data collection, access, and reliability; proper operation and maintenance of electric vehicle charging infrastructure; data sharing about electric vehicle charging infrastructure to ensure the long-term success of investments. Funding for this program is through the Highway Infrastructure Program (HIP).

<u>National Highway Freight Program (NHFP)</u>: This program provides funding to improve the efficient movement of freight on US highways that are part of the National Highway Freight Network (NHFN). The program provides funding in support of the following goals:

- Invest in infrastructure and operational improvements that strengthen economic competitiveness, reduce congestion, reduce cost of freight transportation, improve reliability, and increase productivity.
- Improve the safety, security, efficiency, and resiliency of freight transportation in rural and urban areas.
- Improve the state of good repair of the NHFN.
- Using advanced technology and innovation, improve NHFN safety, efficiency, and reliability.
- Improve efficiency and productivity of the NHFN.
- Improve state flexibility to support multi-state corridor planning and address highway freight connectivity.
- Reduce environmental impacts of freight movement on the NHFN.

National Highway Performance Program (NHPP): Provides support for the condition and performance of the National Highway System (NHS), for the construction of new facilities on the NHS, and to ensure that investments of Federal-aid funds in highway construction are directed to support progress toward the achievement of performance targets established in a State's asset management plan for the NHS. Provides funding for projects including construction, reconstruction, resurfacing, restoration, rehabilitation, and preservation of highways and bridges, including bridges on a non-NHS Federal-aid highway (If Interstate System and NHS Bridge Condition provision requirements are satisfied), or operational improvement of segments of the National Highway System. The enhanced National Highway System (NHS) is composed of rural and urban roads serving major population centers, international border crossings, intermodal transportation facilities, and major travel destinations. It includes the Interstate System, all principal arterials (including some not previously designated as part of the NHS) and border crossings on those routes, highways that provide motor vehicle access between the NHS and major intermodal transportation facilities, and the network of highways important to U.S. strategic defense (STRAHNET) and its connectors to major military installations.

<u>Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation</u> (<u>PROTECT</u>) –This program is to support planning, resilience improvements, community

resilience and evacuation routes, and at-risk coastal infrastructure. Funds may be used to conduct resilience planning, strengthen, and protect evacuation routes, and increase the resilience of surface transportation infrastructure from the impacts of sea level rise, flooding, wildfires, extreme weather events, and other natural disasters. Highway, transit, and certain port projects are eligible.

Rebuilding American Infrastructure with Sustainability and Equity (RAISE) - Discretionary Grant program, provides a unique opportunity for USDOT to invest in road, rail, transit, and port projects that promise to achieve national objectives. Previously known as the Better Utilizing Investments to Leverage Development (BUILD) and Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grants.

<u>Surface Transportation Block Grant (STBG)</u> - This program provides flexible funding that may be used by WSDOT and localities for projects to preserve and improve the conditions and performance on any Federal-aid highway, bridge and tunnel projects on any public road, pedestrian and bicycle infrastructure, and transit capital projects, including intercity bus terminals. The STBG program includes sub-allocated funds based on population and flexible funds for use anywhere. Per the IIJA/BIL, the population categories were modified further dividing STBG funds:

- Regional STBG (STBG(UL), STBG(UM), STBG(US), STBG(R), etc.): MPOs and county lead agencies are allocated STBG funds for prioritization and selection. The allocations are based on population areas as follows:
 - <u>STBG(UL)</u> Urbanized areas greater than 200,000 population.
 - <u>STBG(UM)</u> Urbanized areas between 50,000 and 200,000 population.
 - <u>STBG(US)</u> Urbanized areas between 5,000 and 49,999 population.
 - <u>STBG(R)</u> Areas of 5,000 or less population.
 - For use anywhere in the state
- <u>WSDOT's STBG (STBG)</u>: A portion of the STBG funds that can be used anywhere, are for state highway system preservation and interstate reconstruction. WSDOT prioritizes and programs these projects.

<u>Transportation Alternatives (TA)</u>: This program is a set-aside of STBG funds. Provides funding for programs and projects defined as transportation alternatives, including on and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, environmental mitigation, and safe routes to school projects. The TA funds include an additional set-aside for the Recreational Trails Program. MPOs and RTPOs are allocated TA funds for prioritization and selection. Per the IIJA/BIL, the population categories were modified further dividing the TA funds as follows:

- TA(UL) Urbanized areas greater than 200,000 population.
- TA(UM) Urbanized areas between 50,000 and 200,000 population
- TA(US) Urbanized areas between 5,000 and 49,999 population.
- TA(R) Areas of 5,000 or less population.
- For use anywhere in the state.

<u>TIFIA</u> - The Transportation Infrastructure Finance and Innovation Act (TIFIA) program provides Federal credit assistance in the form of direct loans, loan guarantees, and standby lines of credit to finance surface transportation projects of national and regional significance.

FTA Section 5307 – Urbanized Area Formula Grants: These funds are apportioned by a formula to each urbanized area, and are available for planning, capital, and operating assistance. Where they exist, the transportation management area (TMA) and the designated recipient determine the programming of these funds. WSDOT is the designated recipient for the Asotin, Bellingham, Bremerton, Longview, Marysville, Mount Vernon, Olympia, Walla Walla, Wenatchee, and Yakima urbanized areas. Activities allowed under this program include operating assistance with a 50 percent local match for job access and reverse commute activities. In addition, the urbanized area formula for distributing funds now includes the number of low-income individuals as a factor.

FTA Section 5307(h) – Passenger Ferry Grant Discretionary Program - provides competitive funding for projects that support passenger ferry systems in urbanized areas. These funds constitute a core investment in the enhancement and revitalization of public ferry systems in the Nation's urbanized areas. Funds are awarded based on factors such as the age and condition of existing ferryboats, terminals, and related infrastructure; benefits to riders, such as increased reliability; project readiness; and connectivity to other modes of transportation

<u>FTA Section 5309 Capital Investment Grants</u>: This discretionary program provides funding for fixed guideway investments such as new and expanded rapid rail, commuter rail, light rail, streetcars, bus rapid transit, and ferries, as well as corridor-based bus rapid transit investments that emulate the features of rail. There are four categories of eligible projects under the CIG program: New Starts, Small Starts, Core Capacity, and Programs of Interrelated Projects.

FTA Section 5310 - Enhanced Mobility of Seniors and Individuals with Disabilities: This program is intended to enhance mobility for seniors and persons with disabilities by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit services. Projects selected for funding must be included in a locally developed, coordinated Public Transit-Human Service Transportation Plan, and included in the RTPO program in their respective area. WSDOT administers the small urban and rural funds through a competitive grant program and programs Section 5310 projects in a statewide grouping in the STIP. Funds apportioned to large, urbanized areas are programmed by the respective MPO. In the case of the Seattle Urbanized area, WSDOT administers the funds on behalf of the Puget Sound Regional Council.

<u>FTA Section 5311 – Rural Area Formula Grants</u>: These formula funds are apportioned to each state, and eligible activities include planning, Rural Transit Assistance Program (RTAP), intercity bus programs, state administration, and both capital and operating assistance. WSDOT administers these funds through a competitive grant program serving the public in rural areas of the state and programs all Section 5311 projects in a statewide grouping in the STIP. Job Access and Reverse Commute (JARC) program activities, which focused on providing services to low-income individuals to access jobs, are now eligible under the rural formula program. This

includes operating assistance with a 50 percent local match for job access and reverse commute activities. In addition, the formula now includes the number of low-income individuals as a factor.

<u>FTA Section 5312 - Mobility on Demand (MOD) Sandbox Program</u>: Funds projects that promote innovative business models to deliver high quality, seamless and equitable mobility options for all travelers.

FTA Section 5337 - State of Good Repair: This program is dedicated to repairing and upgrading the nation's rail transit systems along with high-intensity motor bus systems that use high-occupancy vehicle lanes, including bus rapid transit (BRT). Projects are limited to replacement and rehabilitation, or capital projects required to maintain public transportation systems in a state of good repair. Under this law, grantees will be required to establish and use an asset management system to develop capital asset inventories and condition assessments, and report on the condition of their system as a whole.

FTA Section 5339 - Bus and Bus Facilities: This program provides funding through a statutory formula to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities. Formula funds in large, urbanized areas are programmed by the designated recipient. WSDOT suballocates the small urban formula funds to the small urban transit agencies who are responsible for programming the funding. WSDOT administers the statewide portion of the funds through a competitive process with priority given to projects serving rural areas. The statewide funds are programed by WSDOT in a statewide grouping in the STIP.

<u>FTA Section 5339(b) – Bus and Bus Facilities Discretionary Program</u>: Provides funding through a competitive allocation process to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities. The competitive allocation provides funding for major improvements to bus transit systems that would not be achievable through formula allocations. Funds are programmed by the recipient.

<u>FTA Section 5339(c) – Low or No-Emission Vehicle Program</u>: The Low or No Emission Competitive program provides funding to state and local governmental authorities for the purchase or lease of zero-emission and low-emission transit buses as well as acquisition, construction, and leasing of required supporting facilities. Funds are programmed by the recipient.

<u>FTA Discretionary</u>: Other discretionary/competitive FTA awards.

<u>Federal Lands and Tribal Transportation Programs</u>: For Federal lands transportation facilities, Federal lands access transportation facilities, and tribal transportation facilities.

- <u>Tribal Transportation Program (TTP)</u>: Funds projects that improve access to and within Tribal lands. This program adds new set asides for tribal bridge projects and tribal safety projects. Maybe reflected in STIP as IRR.
- <u>Federal Lands Transportation Program (WFL)</u>: Funds projects that improve access within the Federal estate, such as national forests and national recreation areas, on infrastructure owned by the Federal government. This program combines the former Park Roads and

- Refuge Roads programs and adds three new Federal land management agency (FLMA) partners.
- <u>Federal Lands Access Program (WFL)</u>: Funds projects that improve access to the Federal estate on infrastructure owned by States and local governments. Replacing and expanding the Forest Highways program, projects providing access to any Federal lands are eligible for this new comprehensive program.

<u>Department of Defense (DOD)</u>: Transportation projects are sometimes funded through Department of Defense rather than FHWA.

<u>Community Development Block Grant (CDBG)</u>: CDBG program funds are primarily for low and moderate-income communities, to partially pay for projects advocating for the interests of a low-income neighborhood, such as providing new street infrastructure and supporting neighborhood revitalization. These grants are awarded through Washington State Department of Commerce.

<u>Discretionary</u>: All other unidentified federal fund sources.

State

<u>Carbon Emissions Reduction (CER)</u>: Funding for reductions in transportation sector carbon emissions through a variety of carbon reducing investments, such as transportation alternatives to single occupancy passenger vehicles; reductions in single occupancy passenger vehicle miles traveled; reductions in per mile emissions in vehicles, including through the funding of alternative fuel infrastructure and incentive programs; and emission reduction programs for freight transportation, including motor vehicles and rail, as well as for ferries and other maritime and port activities. This funding is part of the 16-year package, totaling over \$17 billion of state and local projects.

<u>Climate Active Transportation (CAT)</u>: Funding for safe routes to schools, school-based bike program, pedestrian and bicycle grants, complete streets grants and connecting communities grants. This funding is part of the 16-year package, totaling over \$17 billion of state and local projects.

<u>Climate Transit Programs (CTP)</u>: Funding for transit support grants, tribal transit mobility grants, transit coordination grants, special need grants, bus and bus facility grants, green transit grants, and transportation demand management grants. These state funds are part of the 16-year package for public transportation projects.

<u>Connecting Washington Account (CWA)</u>: In 2015, CWA package was enacted as a \$16 billion investment over the next 16 years that includes state and local projects.

<u>Coronavirus State Recovery Fund (CSRF)</u> - Per RCW 43.79.557, the coronavirus state fiscal recovery fund was created in the state treasury for all federal moneys received by the state pursuant to the American Rescue Plan act of 2021, state fiscal recovery fund, P.L. 117-2, subtitle M, section 9901.

<u>County Road Administration Board (CRAB)</u>: An independent state agency that provides state funding through a share of the statewide gas tax, for county roadway projects and the county owned ferry system.

- Rural Arterial Program (RAP): funds improvements on the county existing rural arterial road network.
- County Arterial Preservation Program (CAPP): funds pavement preservation projects of a county's existing paved arterial road network.
- The County Ferry Capital Improvement Program (CFCIP): offers financial assistance for major capital improvements to the four county-operated ferry systems.

<u>Freight Mobility Strategic Investment Board (FMSIB)</u>: An independent state agency that provides state funds for freight mobility and freight mitigation projects along strategic freight corridors.

<u>Motor Vehicle Account (MVA):</u> Funding from Motor Vehicle Licenses, Automobile Sales Licenses, Retail Sales Taxes, Motor Vehicle Fuel Tax, Sale of Bonds, Federal Grants, Fines and Forfeitures, Charges for Services, Miscellaneous Revenue, Interest Earnings.

Move Ahead Washington (MAW): This funding is part of the 16-year package, totaling over \$17 billion of state and local projects.

<u>Multi-Modal Account (MMA):</u> Funding from Motor Vehicle Excise Tax, Mass Transit Distributions, Retail Sales Taxes, Motor Vehicle Licenses, Federal Grants, Miscellaneous Revenue, Interest Earnings.

Other State Funding Sources (OTHER): All other unidentified state fund sources.

<u>Pedestrian and Bicycle Program (Ped/Bike Program)</u>: This program's objective is to improve the transportation system to enhance safety and mobility for people who chose to walk or bike. The state prioritizes and programs projects.

<u>Public Works Trust Fund (PWTF)</u>: A low-interest loan program for local governments to fund needed infrastructure improvements, administered by the Public Works Board by the Washington State Department of Commerce.

<u>Safe Routes to School (SRTS)</u>: This program is to enable and encourage children, including those with disabilities, to walk and bicycle to school; to make walking and bicycling to school safe and more appealing; and to facilitate the planning, development, and implementation of projects within two-miles of K-12 schools that will improve safety, and reduce traffic, fuel consumption and air pollution in the vicinity of schools. The state prioritizes and programs projects.

<u>Transportation Improvement Board (TIB):</u> An independent state agency that provides state funding through a share of the statewide gas tax, for street construction and maintenance to cities and counties.

- Urban Arterial Program (UAP): funds projects that improve Safety, Commercial Growth and Development, Mobility, and Physical Condition.
- Urban Active Transportation Program (ATP): funds projects to improve pedestrian and cyclist safety, enhanced pedestrian and cyclist mobility and connectivity, or improve the condition of existing facilities.
- Urban Arterial Preservation Program (APP): provides funding for overlay of federally classified arterial streets (principal, minor) in cities with a population greater than 5,000.
- Small City Arterial Program (SCAP): funds small city (under 5,000 population) projects that preserve, rehabilitate, or reconstruct TIB classified arterials.
- Small City Active Transportation Program (ATP): funds projects to improve pedestrian and cyclist safety, enhanced pedestrian and cyclist mobility and connectivity, or improve the condition of existing facilities.
- Small City Preservation Program (SCPP): funds small city (under 5,000 population) chip seal and overlay of existing pavement and sidewalk maintenance.
- Complete Streets: funding opportunity for local governments that have an adopted complete streets ordinance.

<u>Washington State Department of Transportation (WSDOT)</u>: Funding provided by WSDOT to local agencies. These funds can be from the Transportation Budget, Public Transportations' Consolidated Grant Program, the Regional Mobility Program, or from other WSDOT administered state grant programs. (See above for Safe Routes to Schools (SRTS) and Pedestrian/Bike Program).