



**City Council Regular Meeting Agenda  
Monday, September 19, 2022, 7:00 PM  
Council Chambers, 616 NE 4th Avenue**

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*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 Participate Remotely:**

**OPTION 1 -**

1. Go to [www.zoom.us](http://www.zoom.us) and download the app or click "Join A Meeting" and use Meeting ID – 863 6309 8179
2. Or, from any device click <https://zoom.us/j/86363098179>

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

1. Dial 877-853-5257 and enter meeting ID# 863 6309 8179

**For Public Comment:**

1. Click the raise hand icon in the app or by phone, hit \*9 to "raise your hand"
2. Or, email to [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us) (400 word limit)

**To simply observe the meeting**, go to the City's Public Meetings page - [www.cityofcamas.us/meetings](http://www.cityofcamas.us/meetings) and click the "Watch Livestream" on the left of the page.

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**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.

**STAFF PRESENTATIONS**

1. [Draft Resolution for Conservation Futures Interlocal Agreement](#)  
[Presenter: Trang K. Lam, Parks & Recreation Director](#)  
[Time Estimate: 5 minutes](#)
2. [Crown Park 30% Design Update Presentation](#)  
[Presenter: Trang K. Lam, Parks & Recreation Director](#)  
[Time Estimate: 30 minutes](#)

## CONSENT AGENDA

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

3. [September 6, 2022 Camas City Council Regular and Workshop Meeting Minutes](#)
4. Automated Clearing House and Claim Checks Approved by Finance Committee
5. \$152,946.92 for August 2022 Emergency Medical Services (EMS) Write-off Billings; \$121,125.73 for Monthly Uncollectable Balance of Medicare and Medicaid Accounts and \$31,821.19 for Ground Emergency Medical Transport funding.  
(Submitted by Cathy Huber Nickerson, Finance Director)
6. [\\$27,246.25 Blackline, Inc. Pavement Preservation Slurry Seals Change Order No. 1](#)  
[\(Submitted by James Carothers, Engineering Manager\)](#)
7. [\\$62,284 Tree Removal and Trimming Unit Priced Contract Award to Arborscape Ltd](#)  
[\(Submitted by Will Noonan, Public Works Operations Manager\)](#)
8. [Lease Agreement between City of Camas and Rivcam LLC \(Submitted by Jennifer Gorsuch, Administrative Services Director\)](#)
9. [\\$61,850 Farwest Corrosion Control Company Reservoir Cathodic Protection Bid Award with up to 10% change order authorization \(Submitted by Rob Charles, Utilities Manager\)](#)
10. [\\$159,804 HDR Engineering, Inc. WWTP Blower System Improvements Professional Services Agreement \(Submitted by Rob Charles, Utilities Manager\)](#)
11. [\\$286,149.72 Selby Bridge Company, Inc. NE 3<sup>rd</sup> Avenue Bridge Seismic Retrofit Project Pay Estimate 11 \(Submitted by Steve Wall, Public Works Director\)](#)

## NON-AGENDA ITEMS

12. Staff Miscellaneous Updates  
Presenter: Jeff Swanson, Interim City Administrator  
Time Estimate: 10 minutes
13. Council

## MAYOR

14. Mayor Announcements

## MEETING ITEMS

15. [Resolution No. 22-012 Supporting a Criminal Justice Training Facility in Vancouver, Washington](#)  
[Presenter: Mitch Lackey, Chief of Police](#)  
[Time Estimate: 5 minutes](#)

## PUBLIC COMMENTS

## EXECUTIVE SESSION

16. Executive Session – Topic: Potential Litigation (RCW 42.30.110)
17. Executive Session – Topic: Applicant Qualifications (RCW 42.30.110)

Council will go into Executive Session to evaluate the qualifications of the applicants to the Council Member vacancy. No decisions, nominations, or votes will be taken by the Council during Executive Session.

Upon returning to the Regular Meeting, a roll call poll will be taken for their nominations of six applicants chosen to be interviewed at the September 26, 2022, 4:30 p.m. Special Meeting at Camas City Hall Council Chambers.

## CLOSE OF MEETING



# Staff Report – Resolution

September 19, 2022 Regular Meeting

Draft Resolution for Conservation Futures Interlocal Agreement

Presenter: Trang K. Lam, Parks & Recreation Director

Time Estimate: 5 minutes

Phone	Email
360.817.7037	tlam@cityofcamas.us

**INTRODUCTION/PURPOSE/SUMMARY:** The Camas City Council (Council) approved a purchase and sale agreement at the December 7, 2020 Regular Council meeting for acquisition of approximately 115 acres surrounding Green Mountain. At the Special Council meeting on December 30, 2020, Staff briefed Council on the Green Mountain Purchase and Sale Agreement (PSA) Terms.

The PSA included the acceptance of a donation of approximately 60 acres, which closed on December 30, 2020, and purchase of approximately 55 acres for \$3.8 million, which closed on November 5, 2021.

As discussed with Council, the funding package for acquisition of the 55-acre parcel was for the City to “front” payments through bond funds and receive reimbursements if successful with the following grant applications:

- \$1.25 million – Clark County Conservation Futures grant (Applied December 2020)
- \$1.25 million – Recreation Conservation Office grant (Applied May 2022)

In Summer of 2022, Clark County inform the City of Camas of the Conservation Futures grant award for Green Mountain.

The Clark County Council imposed the Conservation Futures levy to provide a reliable and predictable funding source to help acquire interest in open space, farmland, timber land, and certain classifications of park property. The Legacy Lands program (Clark County’s Conservation Futures Program) protects these lands highly valued for habitat, scenic corridors, low-impact recreation, and other qualities that enhance our local environment. In December 2020, the City of Camas applied for the Conservation Futures grant to help fund the purchase of the 55-acre parcel of Green Mountain. An additional 60 acres was donated to the City, making the total Green Mountain conservation area by the City 115 acres.

This summer, Clark County awarded the City the requested grant request of \$1,250,000 on the terms and conditions set forth in the Conservation Futures Interlocal Project Agreement.





Figure 1: View of Green Mountain property from the south.

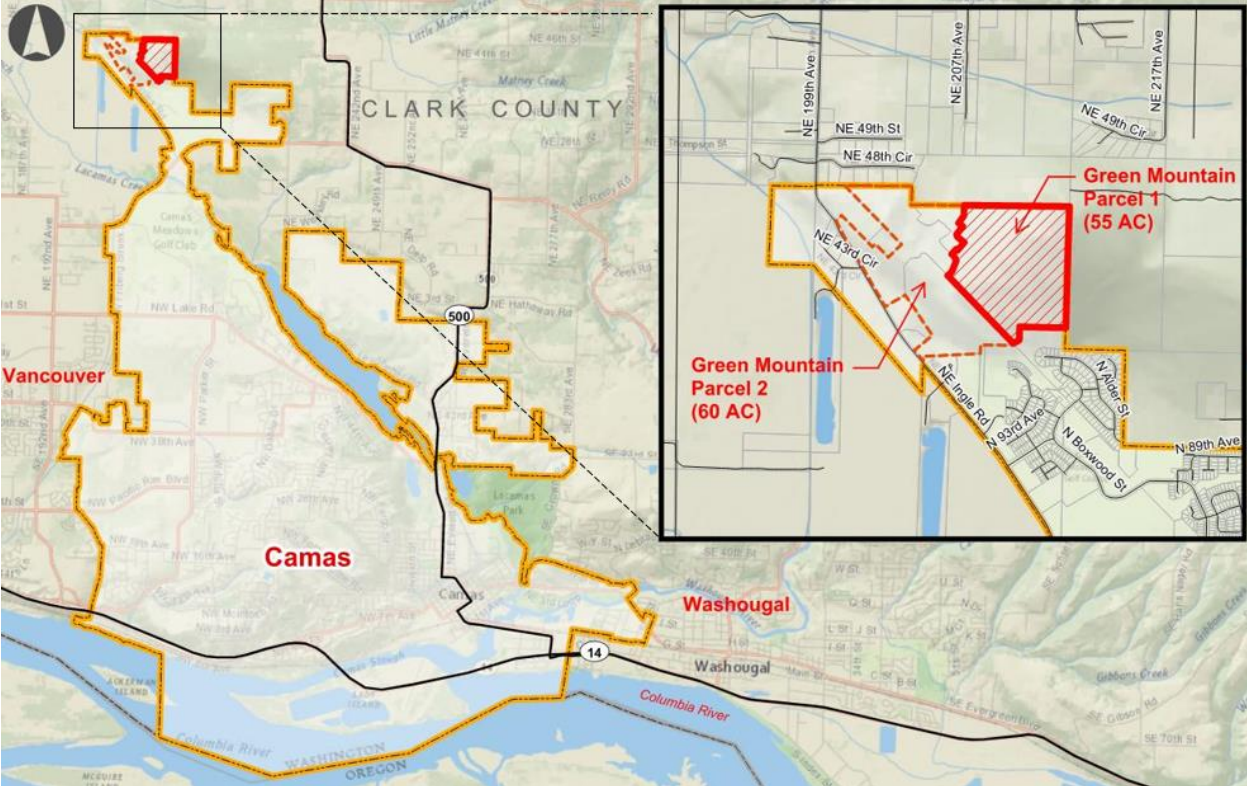


Figure 2: Site location map.

## **EQUITY CONSIDERATIONS:**

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

Staff is requesting acceptance of the grant and will bring forth to Council the Conservation Futures Project Interlocal Agreement for approval as a consent agenda item on October 3<sup>rd</sup>.

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

Acquisition of this property responds directly to the most popular recreation activities from the State Comprehensive Outdoor Recreation Plan and the 2022 Parks, Recreation and Open Space Plan (PROS Plan). Top survey results for why residents visit parks and open space in the PROS Plan include walking or running, fitness/exercise, relaxation, bike riding, and wildlife viewing

Development of the Green Mountain area will provide opportunities for trails through a scenic forested reserve providing opportunities for hiking, biking, rock climbing, and horseback riding. Additionally, development of a trailhead will provide parking, ADA trails, viewpoints and picnic opportunities.

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

Engagement process was through the formation of the various plans and visions the City has adopted over the years. Those are listed below. This acquisition implements those plans and puts the vision into reality.

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

Camas residents and surrounding Clark County community will benefit.

What are the strategies to mitigate any unintended consequences?

There is an opportunity to partner with Clark County, as an adjacent property owner, to design and develop the trail system and trailhead. In addition, there is an opportunity to partner with local residents and Clark County to coordinate volunteer efforts to main the property.

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

No

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

Future design and development of trail system and trailhead will be designed with ADA accessibility as a primary goal.

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

NA

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

NA

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

This proposal is consistent with a variety of comprehensive parks and open space plans, including but not limited to:

- City's Parks Recreation and Open Space Plan (2022)
- North Shore Lacamas Lake – Conservation and Recreation Vision Plan (2017)
- Clark County's Natural Areas Acquisition Plan (Under the Conservations Futures Program)

Additionally, this project meets the following Camas 2035 Comprehensive Plan goals:

- 3.4.1 Environmental Stewardship: To preserve Camas' natural environment by developing a sustainable urban environment and protecting habitat and vegetation corridors.
- 5.7.2 Parks and Recreation Goals: Preserve and enhance the quality of life in Camas through the provision of parks, recreation programs, recreational facilities, trails, and open spaces.

**RECOMMENDATION:** This resolution will be placed on the October 3, 2022 Regular meeting agenda for Council's consideration.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF CAMAS,  
WASHINGTON approving an Interlocal Agreement related to  
grant funding from the Conservation Futures Account of Clark  
County.

WHEREAS, the City of Camas and Clark County intend to enter into an Interlocal Agreement  
related to an application by the City for funding through the Clark County Conservation Futures Account;  
and

WHEREAS, the City of Camas and Clark County have negotiated the terms of such Interlocal  
Agreement; and

WHEREAS, the Interlocal Cooperation Act pursuant to RCW Chapter 39.34 allows one or more  
public entities to contract with one another to perform government functions or services which each is  
allowed by law to perform; and

WHEREAS, RCW 39.34.030(2) provides that appropriate action by resolution or otherwise  
pursuant to law of the respective governing bodies is required to approve any Agreement adopted  
pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act;

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

I

The City of Camas hereby approves the Interlocal Agreement with Clark County and authorizes  
the Mayor to execute the Agreement on behalf of the City.

II

Pursuant to RCW 39.34.040 the Interlocal Agreement as herein approve shall be listed on the  
City’s website or other electronically retrievable public source.

RESOLUTION NO. \_\_\_\_\_

PASSED by the Council of the City of Camas and approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney

## **CONSERVATION FUTURES INTERLOCAL PROJECT AGREEMENT**

### **I. PURPOSE**

This agreement sets forth the terms and conditions by which Clark County, Washington, hereafter referred to as County, shall provide funds from its Conservation Futures Fund, pursuant to RCW 84.34.210 and Chapter 3.24 of the Clark County Code, to the City of Camas, hereinafter referred to as City, for the purpose of acquiring fee simple or lesser interest in open space, farmland, or timber land, as such are defined in RCW 84.34.020.

### **II. AUTHORITY**

This interlocal agreement (Agreement) by and between Clark County, Washington, and the City of Camas is authorized by Chapter 39.34 of the Revised Code of Washington.

### **III. PROJECT DESCRIPTION**

The City's application to County is part of this Agreement. The application is the City's notification of its intent to implement and manage this project in conformance with local and state goals and objectives. The project to be assisted is summarized from the City's application as follows:

- A. The City-owned Green Mountain area encompasses approximately 115 acres of real property to protect environmental values, preserve forested land, and provide recreational opportunities at and around Green Mountain, of which 60 acres were donated and shall not be subject to any encumbrance associated with this Agreement, and 55 acres which has been purchased by the City. The City's application is solely to assist in the acquisition of the 55-acre parcel, Clark County Parcel No. 986047279 (Exhibit A: Subject Property).

### **IV. FUNDING OF PROJECT**

An appraisal report was completed on September 25, 2020, providing a market value, in fee simple, of \$20,100,000.00 for the 115 acres of real property. Approximately 60 acres, appraised at \$15,500,000.00, was donated to the City with a closing date of December 30, 2020. The 55-acre subject property, with an appraised value of \$4,600,000.00, was purchased by the City at a negotiated price of \$3,865,367.00 including closing costs and closed on November 5, 2021.

The total project cost of the Subject Property the City acquired under terms of this Agreement is \$3,865,367.00. The City requests that the County contribute, in the form of reimbursement, \$1,250,000.

County agrees to pay \$1,250,000 on the terms and conditions set forth herein.

## **V. CONTINGENCIES**

The duty of County to pay out funds under this contract depends on:

- A. Strict compliance by City with the terms of this Agreement, and;
- B. Available funds in County's Conservation Futures Fund.

## **VI. DURATION OF INTERLOCAL AGREEMENT**

This Agreement shall remain in effect in perpetuity.

## **VII. RELATIONSHIP OF PARTIES**

The Clark County Council imposed the Conservation Futures levy to provide a reliable and predictable funding source to help acquire interest in open space, farmland, timber land, and certain classifications of park property. This project, however, was sponsored by the City of Camas and not Clark County. The purpose of this Agreement is to provide the City with monetary assistance, which will enable it to complete the project described herein. In return for monetary assistance, the County requires that a Deed of Right to the County, as shown in Exhibit B, be recorded by the City within 10 business days from grant transfer date to ensure that the acquired land is managed consistent with the purposes articulated in this Agreement. The County will not acquire any ownership interest, beyond the covenant, by virtue of this Agreement, nor will County assume any responsibility for improving or managing the property.

The City is responsible for the management of this project, subject to the terms and conditions of this Agreement. Furthermore, the County shall not become party to any contract between the City and others by reason of having entered into this Agreement.

## **VIII. OTHER ORGANIZATIONS**

No separate legal or administrative entity is created by this Agreement.

## **IX. PERFORMANCE**

The City agrees to manage the subject property in a manner consistent with the legislative declarations and objectives set forth in RCW 84.34.010-020 and RCW 84.34.200-250 and in Chapter 3.24 of the Clark County Code. Moreover, the City recognizes that Clark County Council is the only legislative authority empowered to impose the Conservation Futures levy and that the Clark County Council has done so, making it responsible to assure proper use and administration of the Conservation Futures Fund. Therefore, the City shall operate and maintain the subject property as follows:

- A. The property and any improvements to the property shall be kept safe and clean.

- B. The City shall make reasonable effort to control nonconforming uses, such as hunting in wildlife preserves and sanctuaries.
- C. Sanitation and sanitary facilities shall be maintained in accordance with applicable state and local public health standards.
- D. The City shall submit to the Conservation Futures Program Coordinator any plans for improving the subject property to assure statutory compliance and consistency with the Conservation Futures Project Application attached as Exhibit C. This does not apply to routine maintenance. Improvements that may be allowed under terms of the statute, include but are not limited to trails, picnic tables, viewpoints, rest areas, docks, benches, boat launches, restrooms, and parking lots. Work shall not commence without written approval from the Conservation Futures Program Coordinator of a proposed master plan consistent with the terms herein. Though County shall be given the opportunity to review plans for improvements, this should not be construed to mean that County shall participate in the funding of improvements.
- E. The City shall submit to the Conservation Futures Program Coordinator any proposals for lease-back agreements, as provided in RCW 84.34.210 easements, rights-of-way, or other conditions or restrictions which limit the use of or alter the character of the subject property. Any such proposal shall be reviewed for statutory compliance and consistency with proposed plans and uses as stated in City's project application at the time of funding approval. City shall not conclude any such agreement without written consent of the Conservation Futures Program Coordinator.
- F. The subject property shall be kept open for public use at reasonable hours and times of year. The County recognizes, however, that appropriate hours may vary considerably depending on the type of interest that has been acquired, and the existence of leaseback or other agreements that might properly limit public access.
- G. The subject property shall be open for the use of all segments of the public without restriction because of the race creed, color, sex, religion, national origin, or residence of the user.
- H. Roads, trails, tables, benches, and other improvements shall be kept in reasonable repair throughout their estimated lifetime, as to prevent undue deterioration that would discourage public use.
- I. City should operate and maintain the facility in accordance with all applicable federal, state, and local laws and regulations.

**X. USER FEES AND CHARGES**



User or other types of fees may be charged in connection with areas that are the subject matter of this Agreement, provided that the fees and charges are commensurate with the value of recreation services or opportunities furnished and are within the prevailing range of public fees and charges within the state for the particular activity involved.

## **XI. CONVERSION**

The City for and in consideration of monies coming in whole or in part from Clark County's Conservation Futures Fund, shall record a Deed of Right to County within 10 business days from grant transfer date, and dedicate the acquired subject property under terms of this Agreement in perpetuity for the public's use and enjoyment and to promote the purposes of Conservation Futures.

The City, will not make or permit to be made any use of the real property described in this Agreement, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures funds, or any use which is inconsistent with the purposes and improvements as described in City's project application at the time of funding approval, unless the Clark County Council consents to the inconsistent use. The County shall approve any such conversion only upon conditions where City can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program.

## **XII. REMEDIES**

In the event the City fails to comply with any or all of its obligations under this Agreement, the parties agree that specific performance shall be the preferred remedy.

The remedy of specific performance shall not be the sole remedy and does not serve to exclude any and all other remedies available to the County. The County may choose to exercise any and all other remedies available, together with, or as an alternative to, specific performance, at the option of the County.

## **XIII. REPORTS AND INSPECTIONS**

The City shall prepare a final report upon completion of this project for presentation to the Conservation Futures Program Coordinator. The report shall include a final accounting of all expenditures and a description of the work accomplished.

The property and improvements acquired under terms of this Agreement shall be available for inspection by the Conservation Futures Program Coordinator, or their designee, upon request. As a matter routine, Clark County shall conduct an on-site inspection approximately once a year to assure that the property is being operated, maintained, and used in accordance with this Agreement.

**XIV. ASSIGNMENT**

This Agreement shall not be assignable in whole or in part by the City except with the express written consent of the Clark County Council.

**XV. HOLD HARMLESS**

The City agrees to defend and hold harmless Clark County, Washington, the Clark County Council, and any employees thereof from any and all suits at law or equity or claims or demands, or any loss of any nature, including but not limited to costs and attorneys' fees, suffered, or alleged to be suffered, on the property, or arising out of use, improvements, operation, or management of the property.

**XVI. NOTICES**

Any notices, requests, consents, approvals, and other communications shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by first class postage or certified mail, postage prepaid, addressed as follows:

A. Notice to Clark County

TO: Legacy Lands – Program Coordinator  
Clark County Public Works Department  
Parks and Lands Division  
4700 NE 78<sup>th</sup> Street, Building E.  
Vancouver, Washington 98665

B. Notice to the Camas

TO: Trang K. Lam  
Parks and Recreation Director  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

Trang K. Lam serves in the capacity of Parks and Recreation Director for the City of Camas and has been designated as the City's liaison officer for the purposes of this Agreement.

Attest: \_\_\_\_\_  
Steve Hogan, Mayor

\_\_\_\_\_  
\_\_\_\_\_

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM ONLY  
ANTHONY F. GOLIK  
PROSECUTING ATTORNEY

BY: Bill Richardson  
Bill Richardson  
Deputy Civil Prosecutor

**CITY OF CAMAS**

BY: \_\_\_\_\_  
Steve Hogan, Mayor

**CLARK COUNTY COUNCIL**

BY: \_\_\_\_\_  
Karen Dill Bowerman, Chair

BY: \_\_\_\_\_  
Temple Lentz, Councilor

BY: \_\_\_\_\_  
Julie Olson, Councilor

BY: \_\_\_\_\_  
Gary Medvigy, Councilor

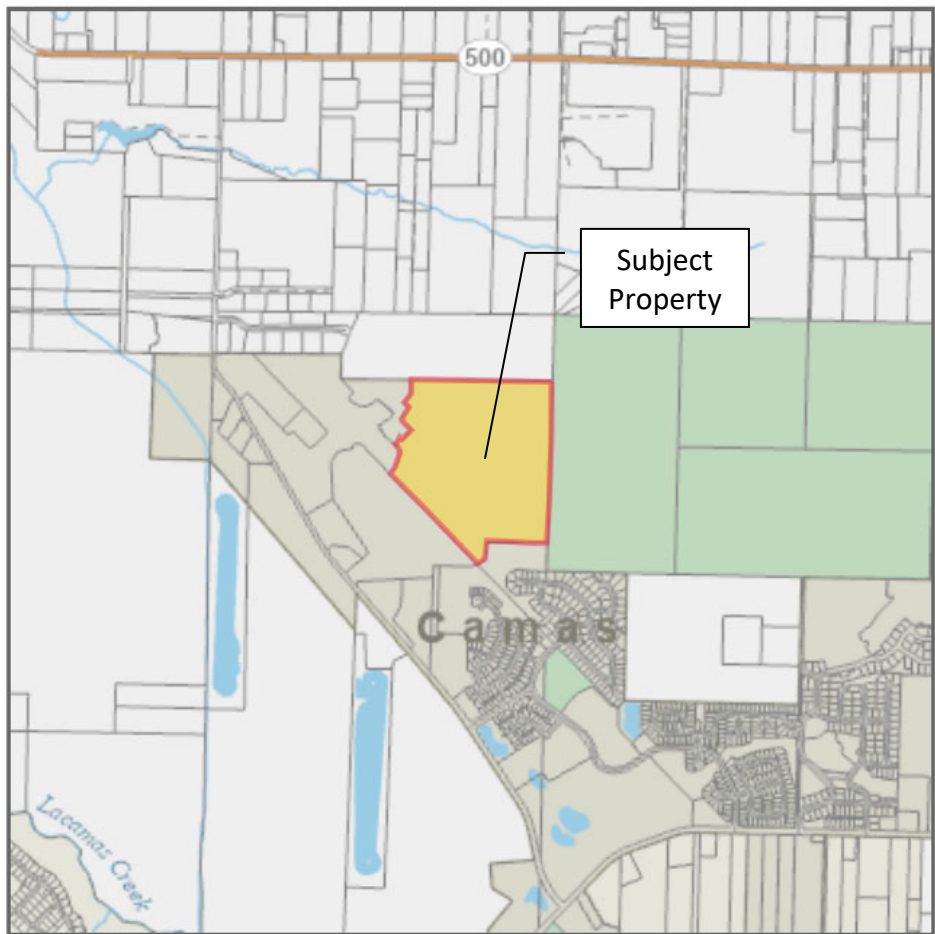
BY: \_\_\_\_\_  
Richard Rylander, Councilor

## Exhibit A

### Subject Property

**General Information**

Property Account	986047279
Site Address	
Owner	CITY OF CAMAS
Mail Address	616 NE 4TH AVE CAMAS WA , 98607 US
Land Use	PRIME DEVELOPABLE GROUND
Property Status	Active
Tax Status	TOTAL EXEMPTION
1st Line Legal	#50 SEC 17 T2N R3EWM 55.66A
Area (approx.)	2,424,550 sq. ft. / 55.66 acres



**Exhibit B**

**DEED OF RIGHT**

***For Public Use of Land  
Acquired Under the Clark County  
Conservation Futures Program***

The City of Camas, for and in consideration of monies coming in whole or in part from the Conservation Futures Fund, as established by Chapter 3.24 of the Clark County Code, and in fulfillment of terms contained in the Interlocal Agreement identified below, conveys and grants to Clark County, Washington, individually and as the representative of all the people of Clark County, the right to use the real property described below forever for those purposes described in the abovesaid agreement, which was signed by the City of Camas on the \_\_\_\_ day of \_\_\_\_\_ and by Clark County on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and which is titled Conservation Futures-Interlocal Project Agreement. Project # \_\_\_\_\_

The City of Camas will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures Funds, or any use which is inconsistent with the purposes and improvements as described in the City’s project application at the time of funding approval, unless the Clark County Council consents to the inconsistent use in writing. Clark County shall approve any such conversion only upon conditions where the City of Camas can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program, which means they will be subjected to a similar conservation covenant.

The real property covered by this deed is described in Exhibit A attached hereto and is incorporated herein by this reference.

This deed shall in no way modify or extinguish the functions of the signatory parties under the terms and conditions set forth in the aforementioned Interlocal Agreement.

**Dated this** \_\_\_\_ **day of** \_\_\_\_\_

**Mayor: - City of Camas** \_\_\_\_\_  
**Steve Hogan**

Approved as to Form, Only  
Anthony F. Golik  
Prosecuting Attorney

**BY:** \_\_\_\_\_  
**Bill Richardson**

**ATTEST:** \_\_\_\_\_  
**Rebecca Tilton**

*Item 1.*

**Deputy Civil Prosecutor**

**Clerk to the Council**

**Certificate Of Completion**

Envelope Id: ECB171F4060F435BA5EA5F3D58A4A226	Status: Completed
Subject: Please DocuSign: 22-0815 City of Camas Interlocal Agreement	
Source Envelope:	
Document Pages: 10	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Amy Arnold
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1300 Franklin St
	Vancouver, WA 98660
	amy.arnold@clark.wa.gov
	IP Address: 64.4.181.164

**Record Tracking**

Status: Original	Holder: Amy Arnold	Location: DocuSign
8/30/2022 12:51:29 PM	amy.arnold@clark.wa.gov	

**Signer Events**

Signer Events	Signature	Timestamp
Bill Richardson bill.richardson@clark.wa.gov Deputy Prosecuting Attorney Security Level: Email, Account Authentication (None)	<i>Bill Richardson</i>	Sent: 8/30/2022 12:53:57 PM Viewed: 8/30/2022 1:26:59 PM Signed: 8/30/2022 1:28:15 PM
	Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.35	

**Electronic Record and Signature Disclosure:**  
 Accepted: 8/30/2022 1:26:59 PM  
 ID: dec75de3-2522-41f5-90d5-92b2a44228ef

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/30/2022 12:53:57 PM
Certified Delivered	Security Checked	8/30/2022 1:26:59 PM
Signing Complete	Security Checked	8/30/2022 1:28:15 PM
Completed	Security Checked	8/30/2022 1:28:15 PM

**Payment Events**

**Electronic Record and Signature Disclosure**



**CONSUMER DISCLOSURE**

From time to time, Clark County, WA (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

**Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

**Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

**Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

**All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact Clark County, WA:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: loann.vuu@clark.wa.gov

**To advise Clark County, WA of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at loann.vuu@clark.wa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Clark County, WA**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Clark County, WA**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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# Crown Park Improvements

- Overview
- Community Feedback
- Water Feature
- Playground Design
- Lighting
- Next Steps







# Overview

## 30 % Design Process

### 2018 Master Plan Item 2.

- Approved 30% design contract – February 2022
- Council Work Session on community pool – July 2022

### Council Direction

- Crown Park Advisory Committee – 13-month design and engagement process
- Preservation of iconic tree canopy – NO tree removal
- Council Adoption – November 2018

We are here

### 2- Design Refinement

JULY - OCTOBER

- Incorporate community input and Parks & Recreation Commission direction to create 30% Design package
- Council update
- P&R Commission feedback

OCTOBER - NOVEMBER

- Develop cost estimate based on refined 30% Design package
- Direction from Commission and City Council; and prepare value engineering as directed.

### 3- Cost Estimating

APRIL - JUNE

- Prepare ideas and themes of major features
- Community Survey
- Share survey results with P&R Commission

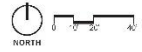
### 1- Preliminary Design





**KEYNOTES**

① BENCH, TYP.	⑦ PLAYGROUND	⑬ EXISTING MONUMENT SIGN	⑲ STORMWATER PLANTER, TYP.
② RESTROOM	⑧ 6' CONCRETE PATH	⑭ PICNIC TABLE, TYP.	⑳ ADA PARKING
③ WATER FEATURE	⑨ 12' CONCRETE PATH	⑮ GRAVEL PATH	㉑ MEMORIAL
④ PICNIC SHELTER	⑩ EXISTING PICNIC SHELTER	⑯ LIGHT, TYP.	
⑤ AMPHITHEATER SEATING	⑪ SCOUT HALL	⑰ MULTI SPORT COURT	
⑥ ADA RAMP	⑫ OPEN LAWN	⑱ LOW UNDERSTORY PLANTING, TYP.	



- A. Water Feature: Blend of Natural and Formal**
- B. Playground: Nature Themed**
- C. Sports Court: Stripe for Multi-Sport**

# Community Feedback





KEYNOTES			
① BENCH, TYP.	⑦ PLAYGROUND	⑬ EXISTING MONUMENT SIGN	⑲ STORMWATER PLANTER, TYP.
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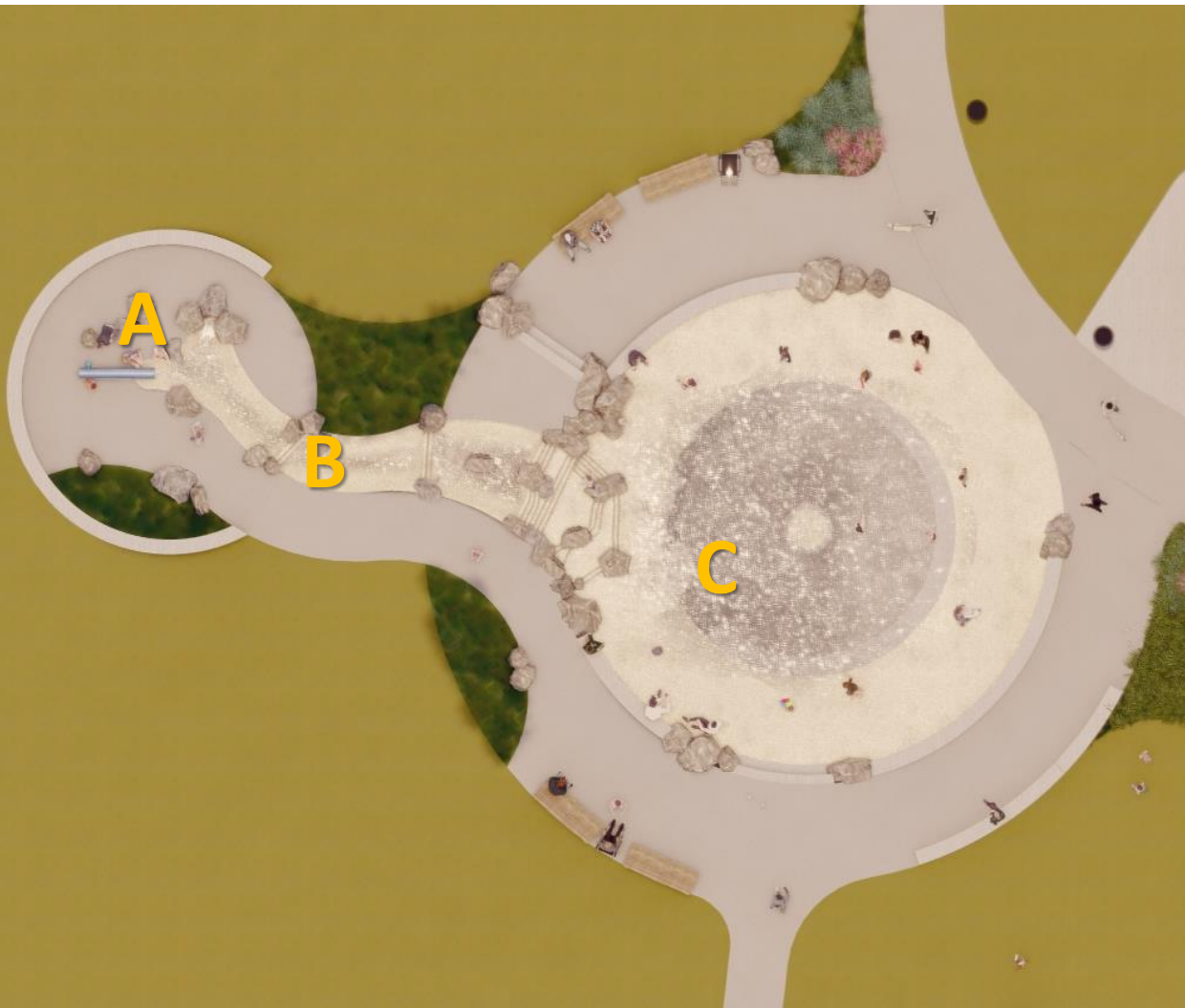




- A. Water Feature: Blend of Natural and Formal**
- B. Playground: Inclusive and Nature Themed Equipment**
- C. Playground: Nature Play Equipment**

# Playground and Water Feature Design





- A. The Source
- B. Stream
- C. Celebration

# Water Feature Design





Assumptions	
Splash Pad Flowrate (all features engaged)	180.0 GPM
Municipal Water Rate	\$2.78 CCF
	\$0.00372 Gal.
Bollard Activation Timer Setting	10.0 Min.
Days Open per Year	114 Days
Hours Open per Day	10 Hrs.
Splash Pad Opening Date	5/20/23
Splash Pad Closing Date	9/10/23

	Days Open	Average Utilization	Activated Hours per Day	Daily Water Usage (gallons)	Monthly Water Usage (gallons)	Cost of Water Usage
May						
Weekdays	7	30%	3.00	32,400.0	226,800.0	\$842.86
Weekends	5	55%	5.50	59,400.0	297,000.0	\$1,103.75
June						
Weekdays	22	50%	5.00	54,000.0	1,188,000.0	\$4,414.99
Weekends	8	65%	6.50	70,200.0	561,600.0	\$2,087.08
July						
Weekdays	20	60%	6.00	64,800.0	1,296,000.0	\$4,816.35
Weekends	11	70%	7.00	75,600.0	831,600.0	\$3,090.49
August						
Weekdays	23	60%	6.00	64,800.0	1,490,400.0	\$5,538.80
Weekends	8	75%	7.50	81,000.0	648,000.0	\$2,408.17
September						
Weekdays	5	40%	4.00	43,200.0	216,000.0	\$802.72
Weekends	5	55%	5.50	59,400.0	297,000.0	\$1,103.75
				<b>7,052,400.0</b>	<b>7,052,400.0</b>	<b>\$26,208.97</b>

**Water usage would fill an Olympic sized pool (660,000 gallons) once every 6 days / 19 times per season**

# Water Feature Design



## Flow-through versus Recirculating

✓ Feasibility (Geotechnical)

✓ Water Usage Costs

❑ Capital Costs

❑ Maintenance Costs

❑ Value of Water Conservation





- A. Playground: Inclusive and Nature Themed Equipment
- B. Playground: Nature Play Equipment



# Playground Design






 **Crown Park Playground** **PLAY & CREATION**  
1167493-01-02-03 • 09.06.2022  
©2022 Landscape Structures. All Rights Reserved.

# Playground Design – Nature Themed Play





 Crown Park Playground



# Playground Design – Nature Themed Play





## Playground Design – Nature Play





Engineered Wood Fiber



Poured-in-Place Rubber



Artificial Turf



Rubber Tiles

# Playground Surfacing





**Pole Mounted Pedestrian  
Lights  
Provide Safety/Surveillance  
LED Cut-off Fixtures  
Dark Sky Compliant  
Less Fixtures than Bollards  
Blend of Period and Modern**







- 1. Parks & Recreation Commission – presentation & feedback **Sept 28**
- 2. Prepare a preferred alternative for the playground design **2 weeks**
- 3. Present Design to City Staff **Week of Oct 10**
- 4. Complete 30% Design and Costs **End of October**



**City Council Workshop Minutes - Draft  
Tuesday, September 06, 2022, 4:30 PM  
Council Chambers, 616 NE 4th Avenue**

*NOTE: Please see the published Agenda Packet for all item file attachments*

**CALL TO ORDER**

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

**ROLL CALL**

Present: Council Members Marilyn Boerke, Bonnie Carter, Don Chaney, Tim Hein, and Leslie Lewallen (arrived at 5:48 p.m.)

Excused: Council Member Greg Anderson

Staff: Bernie Bacon, James Carothers, Rob Charles, Tony Collver, Carrie Davis, Chamberre Fonacier, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Robert Maul, Bryan Rachal, Heather Rowley, Brian Smith, Jeff Swanson, Connie Urquhart and Steve Wall

Press: No one from the press was present

**PUBLIC COMMENTS**

Adam Kluka, Camas, commented about economic development.

Chris Kralik, Camas, commented about public safety concerns.

Brooke Brashers, Camas, email commented about the unlawful-camping ordinance on the September 6, 2022 Regular Meeting agenda.

Alicia King, Camas, email commented about trees in the City.

**WORKSHOP TOPICS**

1. Summer Reading Wrap-Up  
Presenter: Connie Urquhart, Library Director

Urquhart provided an overview of, and recognized the staff that organized, the Camas Library Summer Reading program. This item was for Council's information.

2. Vancouver Housing Authority Presentation  
Presenter: Roy Johnson, Executive Director

Johnson reviewed the presentation. Discussion ensued. This item was for Council's information.

3. Wastewater Treatment Plant (WWTP) Blower and HVAC Design Improvement  
Presenter: Rob Charles, Utilities Manager

This item will be placed on the September 19, 2022, Regular Meeting Agenda for Council's consideration.

4. Community Survey  
Presenter: Bryan Rachal, Director of Communications

Rachal provided an overview of community surveys. Discussion ensued. This item will be placed on a future Council Meeting agenda.

5. Staff Miscellaneous Updates  
Presenter: Jeff Swanson, Interim City Administrator

Huber Nickerson commented about community engagement regarding the City's 2023-2024 budget.

Urquhart commented about the Camas Library card sign-up month.

## **COUNCIL COMMENTS AND REPORTS**

Mayor commented about the vacant City Council position appointment process.

Carter attended a Finance Committee meeting, a Joint Policy Advisory Committee (JPAC) meeting, the Camas Bike & Sport ribbon cutting, and commented about Camas students returning to school.

Hein attended the North Shore Subarea Plan open house, the Operating Budget workshop, the Downtown Camas Association's (DCA) Vintage Art Fair, and commented about citizen engagement.

Boerke commented about the DCA's involvement with the Main Street Program and the DCA Vintage Art Fair.

Chaney attended a Finance Committee meeting, a JPAC meeting, and commented about meetings scheduling.

Mayor commented about the Washington Attorney General's (AG) Office Model Use of Force Policy, the installation of a Peace Pole at the Camas Library, the Finance Committee agenda, citizen concerns about speeding, and the Washington State Opioid Settlement on the September 6, 2022 Consent Agenda.

Lewallen attended the Operating Budget City Council Special Meeting and a Regional Transportation Council (RTC) meeting.

### **PUBLIC COMMENTS**

No one from the public wished to speak.

### **CLOSE OF MEETING**

The meeting closed at 5:51 p.m.





**City Council Regular Meeting Minutes - Draft**  
**Tuesday, September 06, 2022, 7:00 PM**  
**Council Chambers, 616 NE 4th Avenue**

*NOTE: Please see the published Agenda Packet for all item file attachments*

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Present: Council Members Marilyn Boerke, Bonnie Carter, Don Chaney, Tim Hein and Leslie Lewallen

Excused: Council Member Greg Anderson

Staff: Bernie Bacon, James Carothers, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Shawn MacPherson, Robert Maul, Will Noonan, Bryan Rachal, Heather Rowley, Brian Smith, Jeff Swanson, Connie Urquhart and Steve Wall

Press: No one from the press was present

**PUBLIC COMMENTS**

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

Debi Dabasinskas, Camas, commented about the City Council vacancy.

Randal Friedman, Camas, commented about downtown Camas, planning, citizen engagement and representation.

Paul Le, Camas, commented about downtown Camas short term parking.

Deborah Nagano, Camas, commented about downtown Camas and planning.

Heather Gulling, Camas, commented about tree protection in the City.

Alicia King, Camas, commented about tree protection in the City.

Vonne Emery, Camas, commented about tree protection in the City and the City Council vacancy.

## CONSENT AGENDA

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

1. August 15, 2022 Camas City Council Workshop and Regular, and August 19, 2022 Camas City Council Special Meeting Minutes
2. \$1,479,466.90 Automated Clearing House and Claim Checks Numbered 151825 to 151967
3. Washington State's \$518 Million Opioid Settlement (Shawn MacPherson, City Attorney)
4. \$90,580.00 Windsor Engineers Camas Library HVAC Mechanical Systems Assessment Professional Services Agreement Amendment No. 1 (Submitted by James Carothers, Engineering Manager)
5. 2022 Equipment Surplus (Submitted by Will Noonan, Public Works Operations Manager)
6. \$46,446.78 Pacific Power Group 2022-2026 Generator Maintenance and Repair Annual Contract (Submitted by Will Noonan, Public Works Operations Manager)
7. Street Light Pole Replacement, Maintenance and Repair (Submitted by Will Noonan, Public Works Operations Manager)
8. \$363,003.42 Selby Bridge Company NE 3<sup>rd</sup> Avenue Bridge Seismic Retrofit Change Order No. 1 (Submitted by James Carothers, Engineering Manager)
9. \$71,056.20 Karvonen Sand & Gravel 2022 Camas Cemetery Paving Bid Award with up to 10% change order authorization (Submitted by James Carothers, Engineering Manager)

**It was moved by Boerke, and seconded, to approve the Consent Agenda. The motion carried unanimously.**

## NON-AGENDA ITEMS

10. Staff

MacPherson commented about the Camas electoral ward redistricting process.

11. Council

Boerke commented about Journey Church and the partnership with the Downtown Camas Association (DCA).

## MAYOR

12. Suicide Awareness and Prevention Month Proclamation

Mayor proclaimed September 2022 as Suicide Awareness and Prevention Month.

13. National Hispanic Heritage Month Proclamation

Mayor proclaimed September 15 through October 15, 2022, as National Hispanic Heritage Month.

14. Constitution Week Proclamation

Mayor proclaimed September 17-23, 2022, as Constitution Week.

MacPherson commented about the City Council vacancy appointment process.

## MEETING ITEMS

15. Resolution No. 22-011 Hudson East Living, LLC Multi-Family Tax Exemption  
Presenter: Robert Maul, Interim Community Development Director

Maul provided an overview of the resolution. Discussion ensued.

**It was moved by Lewallen, and seconded, that Resolution No. 22-011 be adopted as presented with the condition of seven additional parking spaces to be reflected in section three of the agreement. The motion carried unanimously.**

16. Public Hearing for Ordinance No. 20-014 Unlawful Camping and Storage of Personal Property  
Presenter: Shawn MacPherson, City Attorney

Mayor opened the public hearing at 7:52 p.m. The following residents provided testimony:

Mike Chambers  
Sandra Bell  
Lisa Bunnell  
Helen Gerde

The public hearing closed at 8:08 p.m.

**It was moved by Carter, and seconded, that Ordinance No. 22-014 be adopted and published according to law. The motion carried unanimously.**

## PUBLIC COMMENTS

Sandra Bell, Camas, commented about homelessness issues.

Lauryn Kruger, Camas, commented about homelessness issues.

Alicia King, Camas, commented about parking and development in downtown Camas.

**CLOSE OF MEETING**

The meeting closed at 8:39 p.m.





## Staff Report – Consent Agenda

September 19, 2022 Council Regular Meeting

\$27,246.25 Blackline, Inc. Pavement Preservation Slurry Seals Change Order No. 1  
(Submitted by James Carothers, Engineering Manager)

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

**BACKGROUND:** The City entered into a contract with Blackline Inc., to complete Slurry Seal surface treatments on various City streets as part of the Pavement Preservation Program. NW Parker Street was on the list to receive a Slurry Seal this year.

**SUMMARY:** It was discovered that NW Parker Street from NW 38<sup>th</sup> Avenue to NW Lake Road required roadway striping and marking removal prior to Slurry Seal application. Staff requested that Blackline include this work as part of their contract as a change order item. This Change Order amounts to \$27,246.25.



**NW Parker Looking South towards WaferTech:** Layers of existing street markings were delaminating from the pavement surface.

**EQUITY CONSIDERATIONS:**

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

*Approval of this Change Order on the September 19 Consent Agenda.*

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

*If the layers of pavement markings were not removed, the Slurry Seal would not fully bond with the pavement.*

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

*All roadway users.*

What are the strategies to mitigate any unintended consequences?

*Staff oversight of surface treatment and striping removal work.*

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

*No.*

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

*No.*

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

*None.*

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

*Staff oversight of surface treatment and striping removal work.*

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

*This project was completed as part of the Pavement Management Program.*

**BUDGET IMPACT:** Change Order No. 1 in the amount of \$27,246.25 is funded through the Pavement Preservation Fund. This Change Order, combined with the additions requested by Council on the NW Sierra Street preservation project, will require that additional funding for Pavement Preservation be included in the Fall Omnibus.

**RECOMMENDATION:** Staff has placed Change Order No. 1 on the September 19, 2022 Consent Agenda for Council's Consideration.



City of Camas  
Contract Change Order

Change Order No. 1 Date 8/31/2022

Contract for T1039 2022 Slurry Seal (Piggyback Contract)

To Blackline Inc.  
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item	Description of Changes	Decrease in Contract Price	Increase in Contract Price
1	NW Parker Stripe Removal		\$27,246.25
	Subtotal:		\$27,246.25
	8.4% Sales Tax		\$ 0.00
	Net Change in Contract Price:		\$27,246.25

Contract Change Orders for this project = 43% of Contract Award  
(Original Contract Value= \$ 63,902.25. Revised Contract Total is \$91,148.5)

**Item 1:** NW Parker Street from NW 38<sup>th</sup> AVE to Fire Station 42 and from NW Leadbetter to NW Lake Road required full removal of existing roadway striping and symbols prior to slurry seal surface treatment. This work was not included within the contract's original scope as the City utilized piggyback pricing through City of Vancouver's slurry seal contract.


The amount of the contract will be **increased** by the sum of: Twenty Seven Thousand Two Hundred Forty Six and 25/100 Dollars (\$27,246.25)

The contract total, including the original contract total, this and previous change orders will be **increased** to Ninety One Thousand One Hundred Forty Eight and 50/100 Dollars (\$91,148.50)

The contract period provided for completion will be **increased** by Zero days.  
This document will become a supplement to the contract and all provisions will apply hereto.

Requested  9/8/22  
Operations Manager Date

Recommended  9/12/22  
Engineering Manager Date

Accepted  9/7/2022  
Contractor Date

Approved \_\_\_\_\_  
Public Works Director Date



<b>FORCE ACCOUNT / CHANGE ORDER WORKSHEET</b>			
DATE:	Wednesday, August 31, 2022	<b>Blackline, Inc.</b>	
PROJECT NAME	2022 SLURRY SEAL - CAMAS	13023 NE HWY 99, SUITE 7	
CONTRACT #	T1039	PMB 196	
JOB #		VANCOUVER, WA 98686	
C.O. #	1	OFFICE: 360-225-1080	
<b>DESCRIPTION:</b>			
SPECIALIZED PAVEMENT MARKINGS, INC. STRIPE REMOVAL PRIOR TO BLACKLINE'S SLURRY SEAL			

SUBCONTRACTORS				
SUBCONTRACTOR DESCRIPTION	UNIT RATE	QUANTITY	UNIT	TOTAL
STRIPE REMOVAL	\$ 23,967.50	1	LS	\$ 23,967.50
<b>SUBCONTRACTOR SUB TOTAL</b>				<b>\$ 23,967.50</b>
<b>SUBCONTRACTOR OVERHEAD &amp; PROFIT (12%)</b>				<b>\$ 2,876.10</b>
<b>SUBCONTRACTOR TOTAL</b>				<b>\$ 26,843.60</b>

**STIPULATIONS**

This proposal is based on the usual cost elements such as labor, material, and normal markups and does not include all costs for additional changes in the sequence of work, delays, disruptions, rescheduling, extended overhead, overtime (unless specified), acceleration, and/or impact costs; and the right is expressly reserved to make claim for any and all (if any) of these related items prior to final completion of this contract. Please consider this language official "notice" as defined in subcontract and/or main contract.

ACCEPTED BY: _____  DATE: _____	GENERAL LIABILITY INS. 0.4016%  BOND 1.5%	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">SUBTOTAL</td> <td style="text-align: right;">\$ 26,843.60</td> </tr> <tr> <td style="text-align: right;">GENERAL LIABILITY INS.</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td style="text-align: right;">BOND</td> <td style="text-align: right;">\$ 402.65</td> </tr> <tr style="background-color: #ffff00;"> <td style="text-align: right;"><b>TOTAL AMOUNT</b></td> <td style="text-align: right;"><b>\$ 27,246.25</b></td> </tr> </table>	SUBTOTAL	\$ 26,843.60	GENERAL LIABILITY INS.	N/A	BOND	\$ 402.65	<b>TOTAL AMOUNT</b>	<b>\$ 27,246.25</b>
SUBTOTAL	\$ 26,843.60									
GENERAL LIABILITY INS.	N/A									
BOND	\$ 402.65									
<b>TOTAL AMOUNT</b>	<b>\$ 27,246.25</b>									

**INVOICE**



11095 SW Industrial Way Ste A  
Tualatin, OR 97062

Phone: 503-885-0420  
Fax: 503-582-8629  
Email: accountsreceivable@spmnw.com

Invoice #: 15806-1  
Date: 08/20/22  
Application #: 1  
Work Billed: 7/31/2022 - 8/20/2022  
Billing Type: Invoice  
Delivery Type: Mail

Cust#: 287

To: Blackline, Inc.  
ATTN: Subcont. Payable  
13023 NE Hwy 99, #7  
Vancouver WA 98686

Project: 15806- Camas Slurry  
Customer Ref:

FINAL BILLING

Number	Item Description	U/M	Unit Price	Contract Quantity	Contract Value	Previous Quantity	Previous Amount	Current Quantity	Current Amount	Total Quantity	Total Amount
1	Removing Paint	LF	0.650	14,113.000	9,173.45	0.00	0.00	15,450.000	10,042.50	15,450.000	10,042.50
2	Remove Plastic Stop Line	SF	25.000	40.000	1,000.00	0.00	0.00	67.000	1,675.00	67.000	1,675.00
3	Remove Plastic X-Walk	SF	25.000	235.000	5,875.00	0.00	0.00	-	0.00	-	0.00
4	Remove Bike Symbols	EA	250.000	12.000	3,000.00	0.00	0.00	13.000	3,250.00	13.000	3,250.00
5	Remove Traffic Arrow	EA	250.000	20.000	5,000.00	0.00	0.00	22.000	5,500.00	22.000	5,500.00
6	Mob	LSm	3,500.000	1.000	3,500.00	0.00	0.00	1.000	3,500.00	1.000	3,500.00
<b>Original Contract:</b>					<b>27,548.45</b>	<b>Total:</b>		<b>0.00</b>	<b>Total:</b>		<b>23,967.50</b>
<b>Change Orders:</b>					<b>0.00</b>	<b>Ret 0.00 %:</b>		<b>0.00</b>	<b>Ret 0.00 %:</b>		<b>0.00</b>
<b>TOTAL:</b>					<b>27,548.45</b>	<b>Net:</b>		<b>0.00</b>	<b>Net:</b>		<b>23,967.50</b>

Total To Date :	23,967.50
Plus Sales Tax :	0.00
Less Retainage :	0.00
Less Previous Applications :	0.00
<b>Total Due This Invoice :</b>	<b>23,967.50</b>



## T1039 Change Order #1 Visual

Photo: Looking South on NW Parker towards WaferTech Entrance.



Existing Pavement Markings consisted of layers of thermo-plastic and paint. These markings were required to be removed by a hydro-blasting truck to ensure the new Slurry Seal surfacing would bond to the existing roadway.

Markings removed included bike lane symbols, arrow symbols, stop bars, road centerline, and edge line.



**PUBLIC WORKS DEPARTMENT**

**BID SPECIFICATIONS**

**AND**

**CONTRACT DOCUMENTS**

**FOR**

**TREE REMOVAL AND TRIMMING/PRUNING  
(UNIT PRICED PUBLIC WORKS CONTRACT)**

**CITY PROJECT NUMBER:  
UPC2202**

**August 2022**

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**CITY OF CAMAS PUBLIC WORKS DEPARTMENT  
CITY PROJECT NO. UPC2202  
TREE REMOVAL AND TRIMMING/PRUNING**

**CALL FOR BIDS**

Sealed bids will be received by the City of Camas, Administrative Services, 616 NE 4th Avenue, Camas, Washington, until 2:00 p.m. on September 6, 2022, and will then and there be publicly read. Eligible Contractors shall be listed with MSRC Rosters on the Small Works Roster as of August 22, 2022, under Vegetation Work.

All Bid Proposals shall be accompanied by a Bid Proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to \$17,500. This figure is based on five percent of the Contract Total amount of \$350,000, which is the not-to-exceed amount for the life of the Contract. Should the successful Bidder fail to enter into such contract and furnish satisfactory contract bond within the time stated in the most current updated version of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction (standard specifications), the Bid Proposal deposit shall be forfeited to the City of Camas.

The improvement for which bids will be received follows:

**Statement of Work:**

Contractor shall provide the City with tree removal and trimming/pruning services, including debris removal and disposal, as directed by the City. The City of Camas has over 1,000 acres of parks and open space, not including rights-of-way.

**For questions, please contact Will Noonan, Public Works Operations Manager,  
via email at [wnoonan@cityofcamas.us](mailto:wnoonan@cityofcamas.us) at the City of Camas.**

**The Contractor is obligated to pay Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County, effective September 6, 2022.**

**American Made:**

In an effort to maximize the creation of American jobs and restoring economic growth, the City of Camas encourages the use of products and services that are made in the United States of America whenever and wherever possible.

**Disadvantaged Businesses:**

The City of Camas encourages the solicitation and recruitment, to the extent possible, of certified minority-owned (MBE), women-owned (WBE), emerging small (ESB) businesses, and other disadvantaged companies in the construction of this project.

**Civil Rights Act:**

The City of Camas is an Equal Employment Opportunity employer.

The City of Camas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds

of the owner's race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency in consideration for an award.

The Contractor will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, marital status, race, creed, color, national origin, disability, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974 (42 USC Section 5309); Civil Rights Act of 1964, Title VII (42 USC Section 2000e); Civil Rights Act of 1968, Title VIII (Fair Housing Act) (42 USC Sections 3601 - 3639); Executive Order 11063 (Equal Opportunity in Housing); Executive Order 11246, as amended (Equal Employment Opportunity); Architectural Barriers Act of 1968 (42 USC 4151, et seq.); Americans with Disabilities Act (42 U.S.C. 12101, et seq.); and Section 3 of the Housing and Urban Development Act of 1968, and 24 CFR 570.601.

The Contractor will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, sexual orientation, national origin, disability, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Architectural Barriers Act of 1968; Americans with Disabilities Act; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended).

**E-Verify Requirements:**

Per City of Camas Ordinance No. 2626, as a condition for the award or renewal of any contract after January 1, 2012, the Contractor shall enroll in the E-Verify program through the United States Department of Homeland Security and thereafter shall provide the City with a copy of the Memorandum of Understanding (issued by Homeland Security), submitted with their bid proposal, affirming their enrollment and participation in the program. The Contractor shall be required to continue their participation in the program throughout the course of their contract with the City. Prime contractors shall require and verify that each of their subcontractors and lower tiered subcontractors are also enrolled and participants in the E-Verify program. This is intended to be used exclusively for employees hired after award and for the duration of the contract with the City of Camas. Please go to the Engineering page of the City of Camas web site at [www.cityofcamas.us](http://www.cityofcamas.us) for additional information and to view Ordinance No. 2626.

E-Verify, is an Internet based system operated by the Department of Homeland Security in partnership with the Social Security Administration at no charge. E-Verify has been determined to be a suitable means for determining employment eligibility of new hires and the validity of their Social Security numbers. Please visit the Department of Homeland Security's web site at <http://www.dhs.gov/index.shtm> and select E-Verify to learn more or to enroll in this program.

This document and all associated public records will be released where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the City to respond to a request under the Act, as determined by the City, the Contractor agrees to make them promptly available to the City. If the Contractor considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the City receives a request under the Act to inspect or copy the information so identified by the Contractor and the City determines that release of the information is required by the Act or otherwise appropriate, the City's sole obligation shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the City will release the requested information on the date specified.

The City of Camas expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsible bidder as it best serves the interests of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.

DocuSigned by:  
*Bernie Bacon*  
4F14EBF72D0F4FF...  
\_\_\_\_\_  
Bernie Bacon  
City Clerk

**PART ONE**  
**BIDDING DOCUMENTS**

**BIDDER'S INFORMATION PAGE**

**CITY PROJECT NO. UPC2202**

**TREE REMOVAL AND TRIMMING/PRUNING**

Proposal Submitted By:

ARBORSCAPE LTD INC

CONTRACTOR

KATHLEEN BUTTRELL

NAME OF AUTHORIZED COMPANY REPRESENTATIVE (Type or Print)

11113 NE 95th St.

CONTRACTOR MAILING ADDRESS

arborscapetreecare@gmail.com

EMAIL ADDRESS

Vancouver WA 98662

CITY

STATE

ZIP CODE

360-944-5124

PHONE NO.

ARBORLI062Q8

WASHINGTON STATE CONTRACTORS LICENSE #

4-18-2024

EXPIRATION

BID OPENING: September 6, 2022, at 2:00 p.m.

City of Camas City Hall  
616 NE 4th Avenue  
Camas, Washington 98607

Contacts: **City of Camas**  
**Will Noonan**  
**Phone: 360-817-1563**  
**E-mail: wnoonan@cityofcamas.us**



**PROPOSAL**

To the Office of the City Clerk  
Camas, Washington

The undersigned hereby certifies that they have examined the location of:

**PROJECT NO. UPC2202  
TREE REMOVAL AND TRIMMING/PRUNING  
(UNIT PRICED PUBLIC WORKS CONTRACT)**

and that the Plans, Specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said Plans, Specifications and contract, and the following schedule of rates and prices:

(Note: Unit prices for all items, all extensions, and total amount of bid should be shown. All entries must be typed or entered in ink.)

**Unit prices to include mobilization, tree removal and trimming/pruning services and debris removal/disposal.**

**SCHEDULE A: LABOR TRIMMING/PRUNING AND TREE REMOVAL – REGULAR RATES (7 a.m. to 4 p.m.)**

Item No.	Qty.	Unit	Description	Unit Price	Total
1	6	HOUR	Trimming/Pruning/Removal cost per HOUR for a two-person crew including equipment	\$ 196	\$ 1176
2	10	DAY	Trimming/Pruning/Removal cost per DAY for a two-person crew including equipment (based on 8-hour day)	\$ 1568	\$ 15,680
3	5	HOUR	Trimming/Pruning/Removal cost per HOUR for each ADDITIONAL crew person including equipment	\$ 98	\$ 490
4	10	DAY	Trimming/Pruning/Removal cost per DAY for each ADDITIONAL crew person including equipment (based on 8-hour day)	\$ 784	\$ 7840
<b>Schedule A Labor Subtotal (taxable)</b>					<b>\$ 25,186</b>

**SCHEDULE B: LABOR TRIMMING/PRUNING AND TREE REMOVAL – EMERGENCY RATES (After hours 4 p.m. to 7 a.m., weekends, and holidays)**

Item No.	Qty.	Unit	Description	Unit Price	Total
5	1	HOUR	Trimming/Pruning/Removal cost per HOUR for a two-person crew including equipment	\$ 220	\$ 220
6	1	DAY	Trimming/Pruning/Removal cost per DAY for a two-person crew including equipment (based on 8-hour day)	\$ 1760	\$ 1760
7	1	HOUR	Trimming/Pruning/Removal cost per HOUR for each ADDITIONAL crew person including equipment	\$ 110	\$ 110
8	1	DAY	Trimming/Pruning/Removal cost per DAY for each ADDITIONAL crew person including equipment (based on 8-hour day)	\$ 880	\$ 880
<b>Schedule B Labor Subtotal (taxable)</b>					<b>\$ 2970</b>

**SCHEDULE C: LABOR TRIMMING/PRUNING AND TREE REMOVAL WITH BUCKET TRUCK – REGULAR RATES (7 a.m. to 4 p.m.)**

Item No.	Qty.	Unit	Description	Unit Price	Total
9	1	HOUR	Trimming/Pruning/Removal cost per HOUR for a two-person crew including Bucket Truck	\$ 210	\$ 210
10	5	DAY	Trimming/Pruning/Removal cost per DAY for a two-person crew including Bucket Truck (based on 8-hour day)	\$ 1680	\$ 8400
11	1	HOUR	Trimming/Pruning/Removal cost per HOUR for each ADDITIONAL crew person including Bucket Truck	\$ 105	\$ 105
12	1	DAY	Trimming/Pruning/Removal cost per DAY for each ADDITIONAL crew person including Bucket Truck (based on 8-hour day)	\$ 840	\$ 840
<b>Schedule C Labor Subtotal (taxable)</b>					<b>\$ 9555</b>

**SCHEDULE D: LABOR TRIMMING/PRUNING AND TREE REMOVAL WITH BUCKET TRUCK- EMERGENCY RATES  
(After hours 4 p.m. to 7 a.m., weekends, and holidays)**

Item No.	Qty.	Unit	Description	Unit Price	Total
13	1	HOUR	Trimming/Pruning/Removal cost per HOUR for a two-person crew including Bucket Truck	\$ 230	\$ 230
14	1	DAY	Trimming/Pruning/Removal cost per DAY for a two-person crew including Bucket Truck (based on 8-hour day)	\$ 1840	\$ 1840
15	1	HOUR	Trimming/Pruning/Removal cost per HOUR for each ADDITIONAL crew person including Bucket Truck	\$ 115	\$ 115
16	3	DAY	Trimming/Pruning/Removal cost per DAY for each ADDITIONAL crew person including Bucket Truck (based on 8-hour day)	\$ 920	\$ 2760
<b>Schedule D Labor Subtotal (taxable)</b>					<b>\$ 4945</b>

**SCHEDULE E: LABOR STUMP GRINDING – REGULAR RATES ((7 a.m. to 4 p.m.)**

Item No.	Qty.	Unit	Description	Unit Price	Total
17	1	HOUR	Stump Grinding cost per HOUR for a two-person crew including equipment	\$ 210	\$ 210
18	3	DAY	Stump Grinding cost per DAY for a two-person crew including equipment (based on 8-hour day)	\$ 1680	\$ 5040
19	1	HOUR	Stump Grinding cost per HOUR for each ADDITIONAL CREW person crew including equipment	\$ 105	\$ 105
20	1	DAY	Stump Grinding cost per DAY for each ADDITIONAL crew person including equipment (based on 8-hour day)	\$ 840	\$ 840
<b>Schedule E Labor Subtotal (taxable)</b>					<b>\$ 6195</b>

**SCHEDULE F: MINOR CHANGES**

Item No.	Qty.	Unit	Description	Unit Price	Total
21	1	LS	Minor Changes (bid \$7,500)	\$7,500.00	\$7,500.00
<b>Schedule F Total (taxable)</b>					<b>\$ 7500</b>

**SCHEDULE G: ARBORIST ASSESSMENT**

Item No.	Qty.	Unit	Description	Unit Price	Total
22	10	HOUR	Arborist Assessment	\$ 120	\$ 1200
<b>Schedule G Total (Professional Services – non taxable)</b>					<b>\$ 1200</b>

Subtotal Schedules A through F (Bid Items 1-21)	\$ 56,351.00
Washington State Sales Tax (8.4%)	\$ 4733.48
Total Schedule G (Bid Item 22)	\$ 1200
<b>TOTAL (Basis of Award)</b>	<b>\$ 62,284.48</b>

Kathleen Buttrell, vice president  
 Signature of Owner or Authorized Corporate Officer  
 (This is required for a valid bid)

**LISTED QUANTITIES SHALL NOT BE CONSIDERED FIRM ESTIMATES  
 OF REQUIREMENTS FOR THE YEAR.  
QUANTITIES ARE BASED ON ANTICIPATED ANNUAL NEEDS.**

By signing the Bid Proposal, the bidder hereby declares, under penalty of perjury under the laws of the United States that the Non-Collusion Declaration and Notice to All Bidders statements, as provided in these Bid Specifications and Contract Documents, are true and correct.

The City of Camas expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsible bidder as it best serves the interests of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.

**MANDATORY BIDDER RESPONSIBILITY CRITERIA INFORMATION:**

Per RCW 39.04.350 Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must provide the following:

<u>ARBORSCAPE LTD INC.</u>	<u>Kathleen Buttrell, Vice Pres.</u>
CONTRACTOR	NAME OF OWNER OR CORPORATE OFFICER
<u>Kathleen Buttrell</u>	<u>9-1-2022</u>
SIGNATURE OF OWNER OR CORPORATE OFFICER	DATE

ARBORLI 06208  
DEPARTMENT OF LICENSING CONTRACTOR LICENSE REGISTRATION NUMBER

601-583-499  
WA STATE UNIFIED BUSINESS IDENTIFIER NO. (UBI) / WA STATE TAX REGISTRATION NO.

954 32300  
LABOR AND INDUSTRIES WORKER COMPENSATION NUMBER

039784002  
EMPLOYMENT SECURITY DEPARTMENT NUMBER (UNEMPLOYMENT NUMBER)

93-1114153  
EXCISE TAX REGISTRATION NUMBER (FEDERAL ID NUMBER)

Beginning July 1, 2019, prior to bidding, contractors and subcontractors must have received training from the WA State Department of Labor & Industries (L&I) relating to the requirements associated with public works and prevailing wage. Contractors who have completed three or more public works projects and have held a valid Washington business license for three or more years are exempt. Contractors must be listed on the L&I Exempt List prior to bidding.

BIDDER IS IN COMPLIANCE:  YES  NO

\_\_\_\_\_  
ELECTRICAL CONTRACTOR'S LICENSE NUMBER (if applicable)

By signing this page, the bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by the final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

**NOTE TO BIDDER:** Complete and sign this page and submit it with your bid. Incomplete bid packages will be considered non-responsive and may be rejected. Mandatory Bidder Responsibility Criteria information will be verified immediately for compliance to ensure that all accounts are current. Non-compliance with any of the above agency requirements may be considered grounds for a non-responsive bid.

Per RCW 39.06.020, the Prime Contractor must verify bidder criteria for each first tier subcontractor. Lower-tiered subcontractors must also verify bidder criteria for their subcontractors.



## BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms, which must be executed in full as required and submitted at the bid opening:

- A. **PROPOSAL**  
Unit prices for all items, all extensions, and total amount of bid must be shown, except those items designated in the estimate of quantities to be paid for as lump sum. Any item shown on the Plans that does not have a bid item shall be considered incidental to the project and the costs thereof shall be included in other bid items of the project. Pay special attention to the Non-Collusion Declaration before signing the proposal. An unsigned bid may be considered a non-responsive bid.
- B. **BID BOND**  
Proposals must be accompanied by cash, a certified check, a cashier's check drawn on a bank of good standing, or a bid bond issued by a surety company authorized to issue such bonds in the State of Washington, in an amount of not less than five percent (5%) of the total amount of the bid submitted. The full amount will be returned within five (5) days after the contract has been executed.
- C. **DID YOU COMPLETE AND SUBMIT THE BIDDER'S INFORMATION PAGE?**
- D. **DID YOU SIGN AND SUBMIT YOUR BID PROPOSAL?**
- E. **DID YOU COMPLETE AND SUBMIT THE MANDATORY BIDDER RESPONSIBILITY CRITERIA INFORMATION FORM?**
- F. **DID YOU COMPLETE AND SUBMIT THE BID BOND ACKNOWLEDGEMENT FORM?**
- G. **IF APPLICABLE, DID YOU ACKNOWLEDGE RECEIPT OF ADDENDUMS?**
- H. **DID YOU COMPLETE AND SUBMIT THE ACKNOWLEDGEMENT OF CONTRACTOR LAWFUL HIRING COMPLIANCE ENROLLMENT FORM (E-VERIFY)?**
- I. **DID YOU SUBMIT A FULL AND COMPLETED COPY OF THE MEMBORANDUM OF UNDERSTANDING (MOU) ISSUED BY HOMELAND SECURITY IN ITS ENTIRETY WITH YOUR BID?**
- J. **DID YOU READ THE 'NON-COLLUSION DECLARATION' AND 'NOTICE TO ALL BIDDERS' STATEMENTS?**

The following forms are to be executed and submitted to the contracting agency by the successful bidder after the contract is awarded:

- A. CONTRACT**  
This agreement is to be executed by the successful bidder.
- B. CONTRACT BOND**  
This form is to be executed by the successful bidder and his surety company.
- C. DECLARATION OF OPTION FOR INVESTMENT OF RETAINED PERCENTAGE**  
This agreement is to be executed by the successful bidder.
- D. WAGE LAW INTENT AND AFFIDAVIT**  
This shall be completed in accordance with State Law.
- E. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**  
This is to be executed by the successful bidder.
- F. SUBMITTAL OF WEEKLY CERTIFIED PAYROLL REPORTS FOR ALL WORKERS ON THE PROJECT**  
Failure to submit correct and timely certified payrolls will delay payment.
- G. AFFIDAVIT OF E-VERIFY COMPLIANCE**  
To be completed prior to final payment

**ACKNOWLEDGEMENT OF CONTRACTOR LAWFUL HIRING COMPLIANCE ENROLLMENT**

Re: **City of Camas Public Work Contractor Lawful Hiring Compliance  
(Also referred to as E-Verify)**

Per City of Camas Ordinance No. 2626, as a condition for the award or renewal of any contract after January 1, 2012, the Contractor shall enroll in the E-Verify program through the United States Department of Homeland Security and thereafter shall provide the City with a copy of the Memorandum of Understanding in its entirety (issued by Homeland Security), submitted with their bid proposal, affirming their enrollment and participation in the program. The Contractor shall be required to continue their participation in the program throughout the course of their contract with the City. Prime contractors shall require and verify that each of their subcontractors and lower tiered subcontractors are also enrolled and participants in the E-Verify program. This is intended to be used exclusively for employees hired after award and for the duration of the contract with the City of Camas.

**BIDDERS MUST SUBMIT A COPY OF THEIR MEMO OF UNDERSTANDING IN ITS ENTIRETY FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY PROVING THAT THEIR COMPANY IS ENROLLED IN THE E-VERIFY PROGRAM. THIS IS REQUIRED AS A CONDITION OF CONSIDERATION OF YOUR BID.**

Your signature below indicates acceptance of these terms:

Kathleen Buttrell, Vice Pres.  
Signature of Owner or Authorized Corporate Officer

9-1-2022  
Date

Kathleen Buttrell  
Company Owner/Officer's name printed

ARBORSCAPE LTD INC.  
Company

**NON-COLLUSION DECLARATION**

I, by signing the Proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

*Kathleen Buttrick, V.P.*

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOT 272-0361 EF

*No numbered Addendum  
✓ one bid inquiry Log received - 9/1/22*

**BID BOND  
ACKNOWLEDGEMENT**

The bidder is hereby advised that by signature of this proposal they are deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices, must be provided. Bid Bonds are required by law in the forms as indicated below and is attached hereto:

<input type="checkbox"/>	CASH	IN THE AMOUNT OF <u>Seventeen thousand</u>
<input type="checkbox"/>	CASHIER'S CHECK	<u>five hundred</u> DOLLARS
<input type="checkbox"/>	CERTIFIED CHECK	( <u>\$17,500</u> ) PAYABLE TO THE CITY
<input checked="" type="checkbox"/>	PROPOSAL BOND	TREASURER OF CAMAS, WASHINGTON, IN
	<u>OLD Republic Ins Co.</u>	THE AMOUNT OF 5% OF THE BID.

The failure to furnish a Bid deposit of a minimum of 5 percent (5%) with the Bid or as a physical supplement to the electronic Proposal Form shall make the Bid nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

**SIGNATURE OF OWNER OR AUTHORIZED CORPORATE OFFICER**

Kathleen Buttrell, V.P.

Kathleen Buttrell

FIRM NAME ARBORSCAPE Ltd Inc

ADDRESS 11113 NE 95th St

Vancouver WA 98662

## PART TWO

### GENERAL INFORMATION



## I. GENERAL INFORMATION

### 1. **Purpose**

It is the intent and purpose of these specifications to describe the Unit Priced Public Works Contract for Tree Removal and Trimming/Pruning, including debris removal and disposal, in sufficient detail to secure bids for this work.

The City intends to coordinate the work in such a manner as to batch (group together) similar tasks, when feasible. If the nature of the work is deemed an emergency, the work may be limited in scope to a specific area or tree.

Under normal conditions, an operator and crew shall be available on seventy-two (72) hour notice from the Public Works Operations Manager or his/her designee (City).

Under storm and/or emergency conditions (as determined by the City), operator and crew shall be available on twenty-four (24) hour notice from the City. The Contractor shall provide the City or his/her designee with telephone number(s) at which the Contractor can be reached on a twenty-four (24) hour basis. The Contractor shall arrive at the designated work site, ready to work, within two (2) hours of receiving notification. The Contractor shall give absolute preference to work requested by the City under storm and/or emergency conditions. Under these conditions, emergency rates shall apply as listed on the bid form. Additionally, any call-outs made between the hours of 4:00 p.m. and 7:00 a.m. shall be charged at emergency rates.

### 2. **No Obligation to Contract**

This Bid does not obligate the City to contract for service(s), or product(s) specified herein. City reserves the right to cancel or reissue this Bid in whole or in part, for any reason prior to the issuance of a Notice of Award. The City does not guarantee to purchase any specific quantity or dollar amount. Bids that stipulate that the City shall guarantee a specific quantity or dollar amount will be disqualified (e.g., "all-or-none").

The City has the right to modify or suspend any work assignment due to adverse weather conditions or any other reasons at no cost to the City.

The City reserves the right to contact and utilize additional tree service contractors at any time for any reason.

### 3. **Best Management Practices**

All work shall be performed and completed in accordance with the best modern practices, further, no detail necessary for safe and regular operation shall be omitted, although specific mention thereof may not be made in these specifications.

All tree removal and trimming/pruning services shall be performed in accordance with the following conditions:

All tree removal and trimming/pruning work shall be done in compliance with the "American National Standard for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance—Standard Practices," A.N.S.I. A300 – 2008, which is incorporated by this reference.

Trimming/pruning shall be done in such a manner as to protect current tree health with all possible regard for future growth and development with particular attention paid to the following:

- No damage shall be done to the cambium layer. Loosening or stripping of the bark shall be avoided.
- Cuts shall be made according to current standards as endorsed by the National Arborist Association.
- Climbing irons shall not be used on any tree unless the City has determined that the tree must be removed.

Stump Removal. Stump and roots shall be removed below ground level to a minimum depth of six inches and then chemically treated to ensure no suckers grow within 12 months OR remove the entire trunk to where chemical treatment is not necessary. Remove all debris including wood chips, as directed by the City. Immediately notify the City so staff can fill the hole with topsoil. Vendors will not be required to fill with clean topsoil and rake level.

#### **4. Equipment Specifications/Requirements**

Contractor shall provide all labor, equipment, materials, and other supplies necessary to safely and effectively accomplish all work required under this Agreement. Such labor and equipment shall include, but not be limited to, the following:

- Disc type brush chipper (eight (8) inch minimum).
- Stump grinder of sufficient size to grind most stumps. The City will not pay extra for any broken teeth. Prices shall include teeth.
- Three chain saws that Contractor shall maintain in good and operable condition throughout the term of this Agreement. The chain saws shall be of sufficient size and design for the services required under this Agreement.
- Rope, climbing saddle, pole saws, and related equipment for use by the tree climber during all tree removal and trimming/pruning operations. Such equipment shall be maintained by the Contractor in good and operable condition throughout the term of this Agreement, and shall be of sufficient size and design for the services required under this Agreement.
- Equipment must be owned or leased, so it is available at all times. It cannot be rented equipment.
- Personnel who are experienced and properly trained to safely and efficiently operate all of the above equipment and perform all tree removal and trimming/pruning services in accordance with the standards required under this Agreement. Temporary employees are not allowed.

Aerial Lift/Bucket Truck: Truck-mounted fully insulated, forty (40) foot minimum vertical reach aerial lift/bucket truck, equipped with all necessary outriggers and safety devices. Aerial lift must comply with American National Standards Institute (A.N.S.I.) Standard A92.2.

Contractor shall utilize all tools necessary to complete the work. For example, the City anticipates that the contractor will use routine tools such as chain saws and pole saws for Purchase Orders executed under Schedules A and B. Schedules C and D will require the use of routine tools, as well as, a Bucket Truck and other equipment.

#### **5. More or Less**

Quantities are estimated only and shall be bid on a MORE OR LESS basis. For the purpose of comparison, bids shall be made in the quantities listed in this specification. Listed quantities shall not be considered

firm estimates of requirements for the year, nor shall the City be bound or limited to quantities listed. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

**6. Contract Term**

The period of this contract shall be for a period of three (3) years from its effective date. Contract may be extended on the anniversary date for one (1) additional one (1) year period.

The period of this Contract shall be for a period of three years from its effective date. The City may, at its option, extend the Contract for one (1) additional year provided, however, that either party may at any time during the life of this Contract, or any extension thereof, terminate this Contract by giving thirty (30) days' notice in writing to the other party of its intention to cancel. Contract extension shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. Contract is not to exceed a total of four (4) years or \$350,000, whichever comes first. Prices shall remain firm for the first twelve month period of the Contract.

**7. Price Clarifications**

The City reserves the right to clarify any pricing discrepancies related to assumptions on the part of Bidders. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.

Unit prices shown on the Bid or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the bid form. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the Bid evaluation and contract administration.

**8. Price Increases**

Any increase proposed shall be submitted to the City, thirty (30) calendar days before the proposed effective date of the price increase and shall be limited to fully documented cost increases to the Contractor which are demonstrated to be industry-wide. The conditions under which price increases may be granted shall be expressed in Bid documents and contracts or agreements.

Pricing shall be prepared with the following terms. The City may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the City. Prices shall remain firm for the first twelve-month period of the contract.

Requests for Rate Increases must be delivered to the Public Works Operations Manager, in accordance with the rules below. No other employee may accept a rate increase request on behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Contract or specified within an official written change issued by Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

In order to protect the interest of the City and to give the contractor a reasonable basis for quoting, a price adjustment feature is hereby incorporated into the specifications and contract documents and shall be binding on the contractor and the City.

In submitting a bid, Contractor shall set forth the amount they will accept for the first year (12-months) in payment for the work on the Proposal Form in accordance with the contract.

If contractor requests the City to do so, payment under this contract may be adjusted each succeeding year effective on the contract anniversary date.

**9. Regulations and Codes**

To the extent applicable, all equipment, supplies, materials, and all projects shall be performed in a manner that is in compliance with all applicable Federal, State and Local Laws and Regulations, including, but not limited to, Washington State vehicle regulations (WSDOT/HMTUSA/other), environmental laws and regulations (EPA/WDOE/local), and health and safety laws and regulations (OSHA/WISHA/City Safety Codes).

**10. Safety**

The Contractor shall ensure that all tree removal and trimming/pruning services provided under this Agreement are performed safely and in accordance with all applicable federal, state, and local laws and regulations.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the City to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

Public convenience and safety:

- The Contractor must conduct operations as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of work than can be performed with due regard to the rights of the public.
- The Contractor must provide and maintain such fences, barriers, directional signs, lights, and flag persons as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the work and to give directions to the public.

The City may order that the Contractor stop work whenever any safety violation is observed and/or evidenced. The Contractor shall comply with the stop work order and shall not resume work until the safety violation is corrected to the satisfaction of the City Agent or his/her designee. The Contractor shall not be entitled to any compensation for time during the period of the stop work order.

**11. Underground Utilities**

Identification and location of all underground utilities are the responsibility of the Contractor. The Contractor shall:

- Proceed with sufficient caution to preclude damaging any utilities known or unknown. In the event unidentified utilities are encountered, the contractor must notify the Owner immediately.
- In the event utilities are damaged during construction, temporary services and/or repairs must be made immediately, at the Contractor's expense, to maintain continuity of services.

**12. Payments**

Upon final inspection and acceptance of the work by the City, Contractor is to submit properly completed itemized invoice(s), the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein to:

City of Camas, Public Works Operations Manager, 616 NE 4<sup>th</sup> Avenue, Camas, WA 98607 or via email to wnoonan@cityofcamas.us

To ensure prompt payment each itemized invoice should not only include the Contractor's name and return remittance address but also cite project title and number, purchase order number, bid item and Service(s) description, quantity, unit and total price, retainage (if applicable), and location of work and date work was completed.

**No Progress payments will be made.****13. Acceptance of Terms**

Acceptance of a City Purchase Order (PO) for any units and/or projects affiliated with this purchase constitutes acceptance of, and agreement with, all of the general and specific requirements and stipulations listed in this boiler plate, and in the attached specification(s); including all penalties mentioned.

**14. Clarifications and/or Revisions to Specification and Requirements**

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Bidder has a duty to immediately notify the Public Works Operations Manager of such concern and request modification or clarification of the Bid document.

Unless instructions are specifically provided elsewhere in this document, any questions, exceptions, or additions concerning the subject matter of the Bid document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Public Works Operations Manager, a minimum of five (5) business days prior to the submittal due date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this Bid, supplements or revisions will be provided to all known Bidders in the form of an Addendum.

If any requirements of the Bid are unacceptable to any prospective Bidder, they may choose not to submit a Bid.

**15. Incurring Costs**

The City is not liable for any cost incurred by a Bidder in the process of responding to this Bid, including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this Bid.

**16. Re-Award**

When the contract is terminated by the City or the Contractor upon providing the written notice as herein required, the City, may re-award the contract to the next most responsible bidder within 120 days from original award.

**17. Errors and Omissions**

The City reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

**II. PREPARING AND SUBMITTING A BID**

**1. General Instructions**

Failure to conform to the Bid specifications and respond to each of the submittal requirements may be the basis for rejection of a bid. Refer to Bidder's Checklist, to ensure your Bid is responsive.

**2. Submitting a Bid**

Sealed bids will be received by the City of Camas, Administrative Services, 616 NE 4th Avenue, Camas, Washington, until 2:00 p.m. on September 6, 2022

**3. Public Works Project**

This is a Prevailing Wage contract. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. Based on the bid submittal deadline for this project, the applicable effective (start) date for prevailing wages for this contract is September 6, 2022. A copy of the applicable prevailing wage rates are also available for viewing at the office of the City, located at 616 NE 4<sup>th</sup> Avenue, Camas, WA 98607

Intent to Pay Prevailing Wages, and Affidavit of Prevailing Wages paid will be required.

- An Intent to Pay Prevailing Wages is required to be filed on the anniversary date of each year.
- An Affidavit of Wages Paid is filed at the end of each contract year.
  - The prevailing rate of wage in effect on the date the anniversary date for that year must be used.

**4. Bid Bond**

A bid bond from a State-licensed surety company on a form acceptable to the City, or certified or cashier's check, equal to percent (5%) of the bid in the amount of \$17,500 (anticipated Contract Total) shall be included with the bid and shall be retained as liquidated damages should the successful vendor, after formal notification of award, fail to enter into a contract with the City to perform the Work. The certified or cashier's check will be deposited in a non-interest bearing checking account and will be returned to the unsuccessful bidders by a City of Camas. The successful vendor's check will be retained by the City until the Contract Bond is received and approved by the City at which time he/she will be reimbursed by a City of Camas. The City will pay no interest on any check held in lieu of a bond under this requirement.

**5. Prohibition of Bidder Terms & Conditions**

A Bidder may not submit the Bidder's own contract terms and conditions in a response to this Call for Bids. If a Bid contains such terms and conditions, the City, at its sole discretion, may determine the Bid to be a nonresponsive counteroffer, and the Bid may be rejected.



**6. Withdrawal of Bids**

Bidders may withdraw or supplement their Bid at any time up to the bid closing date and time. If a previously submitted bid is withdrawn before the bid due date and time, the Bidder may submit another Bid at any time up to the bid closing date and time. After bid closing date and time, all submitted Bids shall be irrevocable until contract award.

**III. EVALUATION AND CONTRACT AWARD**

**1. Bid Evaluation**

The evaluation and selection of a Bidder will be based on the information submitted in the Bid. Award will be made to the lowest responsive, responsible bidder as it best serves the interests of the City.

**2. Offer in Effect for Ninety (90) Days**

A Bid may not be modified, withdrawn or canceled by the Bidder for a ninety (90) day period following the deadline for Bid due date, or receipt of best and final offer, if required, and Bidder so agrees by submittal of a bid.

The City of Camas expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsible bidder as it best serves the interests of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.

**IV. SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

It is the intent of these specifications to describe Tree Removal and Trimming/Pruning Unit-Price Public Works Contract in sufficient detail to secure bids on comparable work.

**1. Scope of Work**

The work under this Contract shall include the furnishing of all labor, materials, equipment, permits, and inspections necessary for or incidental to Tree Removal and Trimming/Pruning, including debris removal and disposal as indicated in these specifications and the completion of all work indicated in the Contract Documents. Disposal of wood chips will be determined on a case-by-case basis for each individual Purchase Order. The City may elect to have the wood chips delivered and deposited at a City facility.

**2. Mandatory Bidder Responsibility Criteria**

Per RCW 39.04.350, before award of a public works contract, a bidder must meet the defined mandatory bidder responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. It is the intent of the City to award a Contract to the lowest responsive, responsible Bidder. The Bidder must submit with their bid response the Mandatory Bidder Responsibility Criteria Form, demonstrating compliance with the criteria.

**3. Regulatory Requirements and Codes**

To the extent applicable, all equipment, supplies, materials, and all projects shall be performed in a manner that is in compliance with all applicable Federal, State and Local Laws and Regulations, including, but not limited to, Washington State vehicle regulations (WSDOT/HMTUSA/other), environmental laws and regulations (EPA/WDOE/local), health and safety laws and regulations (OSHA/WISHA/City Safety Codes), and the most recent edition of the ANSI/TIA/EIA and NEC Standards.

**4. Licenses and Permits**

City of Camas General Encroachment Permit. Per CMC 12.12.010, a general encroachment permit is required for construction or maintenance activity within the public right-of-way (ROW). The Site Development Encroachment Permit is applicable to this project. There is no fee for this type of permit. Please review Part Eight, Appendix B, which provides application instructions, insurance requirements and copies of the forms.

**5. Project Quote**

Contractor is to provide the Project Manager a quote for each project/call-out using the City of Camas Unit Priced Contract Quote Form (Appendix A).

**6. Minor Change**

Contractor will be compensated for work deemed as a Minor Change, as approved by the City.

**7. No Disturbance**

The contractor shall not disturb grounds or materials outside the sphere of the contracted project. Should adjacent property be damaged in any manner, Contractor shall immediately contact the Project Manager.

The Contractor shall promptly remove all brush, twigs, sawdust, grind stumps, and similar material from each work site and shall be transported to an accepted disposal area, at the Contractor's expense

**8. Mobilization and Demobilization**

Mobilization shall be included in the base unit price for each purchase order and shall consist of preparatory work and operations performed by Contractor, including his personnel, equipment, supplies and incidentals to the project site. No separate measurement or payment will be made for costs associated with mobilization and demobilization.

**9. Protection of Existing Utilities**

Identification and location of all underground utilities are the responsibility of the Contractor. The Contractor shall:

- a. Notify the City in writing, on each occasion, of the intent to work near underground utility services or structures. Submit proposed work "procedure for approval" to assure safe and continuous operation of the services.
- b. Proceed with sufficient caution to preclude damaging any utilities known or unknown. In the event unidentified utilities are encountered, the Contractor must notify the Project Manager IMMEDIATELY.
- c. In the event utilities are damaged during construction, temporary services and/or repairs must be made immediately, at the Contractor's expense, to maintain continuity of services.

**10. Waste Materials**

All refuse and waste material must be disposed of by the Contractor off the City's property, at the Contractor's expense.

**11. Public Convenience and Safety**

The Contractor must so conduct operations as to offer the least possible obstruction and inconvenience to the public, and shall have under construction no greater length or amount of work than can be performed with due regard to the rights of the public.

The Contractor must provide and maintain such fences, barriers, directional signs, lights, and flag persons as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the work and to give directions to the public.

Sound Control - If possible, limit sound during working hours.

**12. Dust/Debris Control**

The Contractor must take whatever steps, procedures or means as are required to prevent abnormal dust and debris conditions being caused by the operation in connection with the work. Dust control must be incidental to this project and in accordance with Clean Air Laws.

All areas where personnel are, or will be present during the course of work, shall be thoroughly cleaned of debris and garbage daily. Specific areas are adjacent buildings, walkways and parking areas.

**13. Contractor's Vehicles**

Contractor and employee vehicles, and all other vehicles entering City's property to perform work, must use an access route approved by the City. All such vehicles must park in a designated parking area approved by the City.

**14. Traffic**

Contractor is to conduct demolition operations and the removal of debris in a way to ensure minimum interference with roads, streets, walkways, and other adjacent occupied or used facilities.

Contractor is not to close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways, if required by governing regulations.

Barricades shall conform to the requirements of the MUTCD supplemented by the further requirements of the Standard Plans and the City of Camas Street Detail ST35.

The contractor shall maintain traffic in the project area to the satisfaction of the City. Unless otherwise specified within the Contract Documents, the Contractor must maintain pedestrian and vehicular traffic. The Contractor shall observe and obey all local and state laws, ordinances, regulations, and permits in relation to the obstruction of a street, keeping passageways open and protecting pedestrians.

The Contractor will be held responsible for any damages that the local public agency, City, their heirs or assigns may have to pay as consequence of the contractor's failure to protect the public from injury, and the same may be deducted from any payments that are due, or may become due, to the contractor under this contract.

Truck and equipment access:

- To avoid traffic conflict with vehicles of the Owner's employees and customers and to avoid over-loading of streets and driveways elsewhere on the Owner's property, limit the

access of trucks and equipment to the route as approved by the General Services Operations Manager.

- Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.

Contractor's vehicles:

- Require Contractor's vehicles, vehicles belonging to employees of the Contractor, and all other vehicles entering upon the Owner's property in performance of the Work of the Contract, to use only the access route approved by the Owner.
- Do not permit such vehicles to park on any street or other area of the Owner's property except in an area approved by the Owner.

### **15. Contract Bond**

Contract Bond: The successful bidder shall furnish a duly-executed bond, equal to 100% of the total contract value including sales tax, upon a form approved by the City, signed by approved surety or sureties in the amount of \$350,000 (anticipated Contract Total), conditioned upon the faithful performance of the contract by the Contractor within the time prescribed thereon.

### **16. Insurance Requirements**

- The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:
  - An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
  - Any other amendatory endorsements to show the coverage required herein.
  - All insurance policies, with the exemption of Professional Liability and Workers Compensation, shall name the following entities as additionally insured(s):
    - ◇ Contracting Agency and its officer, elected officials, employees, agents, and volunteers.
    - ◇ The listed entity above shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes limits lower than those maintained by the Contractor.
  - The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.
- 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, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the

work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

\$1,000,000	Each Accident
\$1,000,000	Disease - Policy Limit
\$1,000,000	Disease - Each Employee

- c. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as ISO form CA 00 01. For Construction and Services Contracts add: Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

\$1,000,000 Minimum combined single limit for bodily injury and property damage per incident

- d. Worker's Compensation insurance. The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

#### **17. Retainage**

RCW 60.28.011 states that public improvement contracts shall provide, and public bodies shall reserve, contract retainage not to exceed five (5) percent of the monies earned by the Awarded Contractor as a trust fund for the protection and payment of claims and taxes.

#### **18. Final Inspection and Acceptance**

When the Contractor considers the work physically complete and ready for final inspection, the Contractor shall request that the City inspect the work. The City will notify the Contractor of any deficiencies in the work after inspection. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the City is satisfied the listed deficiencies have been corrected.

**PART THREE**  
**CONTRACT DOCUMENTS**



**CONTRACT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Camas under and by virtue of Title 35A RCW (cities and towns), as amended

And, \_\_\_\_\_, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for **Tree Removal and Trimming/Pruning, Unit Priced Public Works Contract City of Camas Project No. UPC2202**, in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Camas. In all respects, the Contractor is an independent Contractor, and not an employee of the City of Camas.

II. The City of Camas hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The Contractor 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor’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.

V. The Contractor shall provide a material, labor, and equipment guarantee for the work performed under this contract for a period of one year from the Date of Acceptance as shown on the Notice of Completion for Public Works Projects. All work shall be free of defect in workmanship or materials. Upon notice, the Contractor shall make all repairs promptly at no cost to the City. Failure to repair or replace defects in a manner satisfactory to the Engineer will constitute a breach of this contract.

VI. The period of this Contract shall be for a period of three years from its effective date. The City may, at its option, extend the Contract for one (1) additional year provided, however, that either party may at any time during the life of this Contract, or any extension thereof, terminate this Contract by giving thirty (30) days' notice in writing to the other party of its intention to cancel. Contract extension shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. Contract is not to exceed a total of four (4) years or \$350,000, whichever comes first. Prices shall remain firm for the first twelve month period of the Contract.

**VII. The Contractor is obligated to affirm its enrollment and participation in the E-Verify program as written in these specifications and per Camas Ordinance 2626.**

VIII. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.

City of Camas, Washington in accordance with the provisions of Title VI of the Civil Rights Act of 1964 {78 Stat. 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notified all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.

**IX. The Contractor is obligated to pay Washington State Department of Labor and Industries Prevailing Wage Rates for Clark County effective September 6, 2022.**

X. The Contractor further acknowledges the following provisions and agrees to comply with the conditions as set forth therein:

**THIS PROJECT REQUIRES A CONTRACT BOND FOR 100% OF THE CONTRACT AMOUNT.**

XI. The Contractor shall certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State or Federal department or agency.

XII. The Contractor shall not propose or contract with any person or entity that is currently debarred, suspended, and ineligible contractors and grantees.

XIII. It is further provided that no liability shall attach to the City of Camas by reason of entering into this contract, except as provided herein.

XIV. The Contractor shall maintain its records and accounts so as to facilitate audit requirements as established by the Office of the State Auditor and shall require subcontractors to do the same.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor of the City of Camas has caused this instrument to be executed by and in the name of the said City of Camas the day and year first above written.

Executed by the Contractor \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contractor

Executed by the Local Agency \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

Approved as to Form

\_\_\_\_\_  
City of Camas Attorney

**DECLARATION OF OPTION FOR INVESTMENT OF RETAINED PERCENTAGE**

I hereby elect to have the retained percentage of this contract held in a fund by the City of Camas until thirty (30) days following final acceptance of the work.

Signed \_\_\_\_\_

Date \_\_\_\_\_

\*\*\*\*\*

I hereby elect to have the City of Camas invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.020. The City will select the repository.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Camas shall not be liable in any way for any costs or fees in connection herewith.

Signed \_\_\_\_\_

Date \_\_\_\_\_



**CONTRACT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, That

of \_\_\_\_\_, as Principal, and \_\_\_\_\_

as Surety, are jointly and severally held and bound unto the City of Camas, Washington,

in the penal sum of Dollars Three Hundred Fifty Thousand (\$350,000), for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that whereas, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, the said \_\_\_\_\_,

Principal, herein, executed a certain contract with the City of Camas, Washington,

by the terms, conditions and provisions of which contract the said \_\_\_\_\_,

Principal, herein, agree to furnish all material and do certain work, to wit: That

\_\_\_\_\_ will undertake and

complete the construction of these **Tree Removal and Trimming/Pruning a Unit Priced Public Works Contract, City of Camas Project No. UPC2202**, according to the maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. The bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by the Contract Completion Date or when the Not-to-Exceed limit of \$350,000 has been reached, whichever comes first, undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTORNEY-IN-FACT, SURETY

\_\_\_\_\_  
NAME AND ADDRESS, LOCAL OFFICE OF AGENT

APPROVED:

CITY OF CAMAS, WASHINGTON

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_, 20\_\_

SURETY BOND NUMBER \_\_\_\_\_

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

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

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

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

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

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

**Pertinent Non-Discrimination Authorities:**

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

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



# PART FOUR

## AMENDMENTS TO THE STANDARD SPECIFICATIONS

### INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the current updated version of the 2022 Standard Specifications for Road, Bridge, and Municipal Construction, as of the Call for Bids date.

### AMENDMENTS TO THE STANDARD SPECIFICATIONS

WSDOT manuals and publications are updated continuously and revisions are issued periodically. It is the responsibility of bidders to make sure they have the current versions, regardless of the manual format or means of transmission. Publications on the WSDOT web page are the most recent versions and can be downloaded and printed without charge. Please check Standard Specifications Manual at <https://wsdot.wa.gov/Publications/Manuals/M41-10.htm> for the most current specifications.  
<https://wsdot.wa.gov/Publications/Manuals/M41-10.htm>

## PART FIVE

# WASHINGTON STATE HOURLY PREVAILING WAGE RATES

- Journey level wage rates are NOT included in this packet. Journey and apprentice rates applicable to this project can be looked up at the Washington State Department of Labor and Industries web site at [www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/](http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/)
  - Washington State LNI wage rates for Clark County effective date September 6, 2022.
  - A printed copy of the wages rates are available for viewing in the Public Works Department at Camas City Hall.
  - The City of Camas will mail a hard copy of the applicable prevailing wage rates upon request.



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**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Arborscape Ltd. Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## ARTICLE III

### REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 491069

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

#### **ARTICLE IV SERVICE PROVISIONS**

##### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

#### **ARTICLE V MODIFICATION AND TERMINATION**

##### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number: 491069

## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI

### PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 491069

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

Company ID Number: 491069

**Approved by:**

<b>Employer</b> Arborscape Ltd. Inc.	
<b>Name (Please Type or Print)</b> Kathleen A Buttrell	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/17/2012
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/17/2012



Company ID Number: 491069

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	Arborscape Ltd. Inc.
Company Facility Address	11113 NE 95th St. Vancouver, WA 98662
Company Alternate Address	
County or Parish	CLARK
Employer Identification Number	931114153
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

Company ID Number: 491069

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

WASHINGTON                      1 site(s)

Company ID Number: 491069

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Kathleen A Buttrell  
Phone Number (360) 944 - 5124  
Fax Number (360) 326 - 1789  
Email Address arborscapetreecare@gmail.com

Name John L Buttrell  
Phone Number (360) 944 - 5124  
Fax Number (360) 326 - 1789  
Email Address arborscape@juno.com

Name Logan C Buttrell  
Phone Number (360) 944 - 5124  
Fax Number (360) 326 - 1789  
Email Address arborscapetreecare@gmail.com



Company ID Number: 491069

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**Bid Bond**

CONTRACTOR:  
*(Name, legal status and address)*  
Arborscape Limited, Inc.  
1403 Washington St.  
Vancouver, WA 98660

SURETY:  
*(Name, legal status and principal place of business)*  
Old Republic Insurance Company  
10260 SW Greenburg Road, Suite 1060  
Portland, OR 97223-5554

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:  
*(Name, legal status and address)*  
City of Camas  
616 NE 4th Ave  
Camas, WA 98607

BOND AMOUNT:  
Seventeen Thousand Five Hundred Dollars and 00/100 (\$17,500.00)

PROJECT:  
*(Name, location or address, and Project number, if any)*  
Tree Removal and Trimming/Pruning  
Project No. UPC2202

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

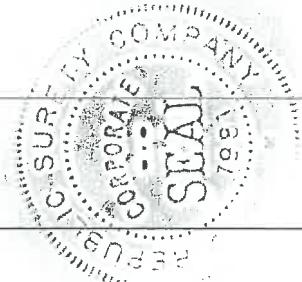
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of August, 2022

*Kathleen Buttrill*  
*(Witness)*

*Megan Ferdig*  
*(Witness)* Megan Ferdig



Arborscape Limited, Inc.  
*(Contractor as Principal)* *(Seal)*  
VICE PRESIDENT

*(Title)*  
Old Republic Insurance Company  
*(Surety)* *(Seal)*

*Dawn L. Coyer*  
*(Title)* Dawn L. Coyer, Attorney-in-Fact





# OLD REPUBLIC INSURANCE COMPANY

Item 7.

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

Linda M. Schmuckley, Richard J. Biggs, Scott M. Studley, Dawn L. Coyer, David Anzellotti of Vancouver, WA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of April, 2022

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

*Alan Pavlic*  
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of April, 2022, personally came before me, Alan Pavlic

and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2022

### CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



78 3930

Signed and sealed at the City of Brookfield, WI this 31st day of August, 2022

*Karen J. Haffner*  
Assistant Secretary

ORSC 11008 (6-93)

Alliant Insurance Services, Inc

# PART SIX AFFIDAVIT OF E-VERIFY COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH  
PUBLIC WORK CONTRACTOR LAWFUL HIRING  
COMPLIANCE (E-VERIFY)

**COMPLETE AND RETURN THIS FORM  
AT COMPLETION OF THIS PROJECT**

\_\_\_\_\_ being first duly sworn, on her/his oath says that Contractor, Subcontractors, and all Lower Tiered Subcontractors have complied with the terms and conditions for the E-Verify program as written in the contract and project specifications for:

**Tree Removal and Trimming/Pruning  
City of Camas, Project No. UPC2202**

\_\_\_\_\_  
\_\_\_\_\_  
Contractor

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
State of Washington, residing in  
\_\_\_\_\_

My commission expires:  
\_\_\_\_\_

**Prior to issuance of final payment, this form must be signed,  
Notarized, and submitted to the City of Camas.**

**PART SEVEN**

**APPENDICES**

**APPENDIX A**

**SAMPLE UNIT PRICED CONTRACT**  
**QUOTE FORM**

**CITY OF CAMAS**  
**Unit Priced Contract Quote Form**

Item 7.

<b>Project Title and Number</b>	<b>Project Lead</b>	<b>Contractor/Vendor:</b>	<b>Contract Term</b>
<b>Purchase Order # (P.O.)</b>	<b>Manager</b>	<b>Department/Division</b>	<b>Purchase Order Date</b>
<b>P.O. Total</b>	<b>Contract Balance</b>	<b>Delivery/Completion (est. Calendar Days)</b>	<b>Contract Amount Remaining</b>
			0.00

**Project Name:** \_\_\_\_\_

**Scope of Work:** \_\_\_\_\_

Item	Discription	QTY	Contrated Unit Price	Total
1				\$0.00
2				\$0.00
3				\$0.00
4				\$0.00
5				\$0.00
6				\$0.00
7				\$0.00
8				\$0.00
9				
10				
<b>SUBTOTAL (Parts and Materials):</b>				<b>\$0.00</b>
<b>Tax:</b>				<b>\$0.00</b>
<b>Shipping/Handling/Mobilization:</b>				<b>Included</b>
<b>PROJECT TOTAL:</b>				<b>\$0.00</b>
<b>Retainage Amount :</b>				<b>\$0.00</b>
<b>PAYMENT AMOUNT:</b>				<b>\$0.00</b>

\*\*\* Approval Authority \*\*\*  
 \_\_\_\_\_

Contractor  
 \_\_\_\_\_

Where this project quote cannot be accommodated on this form; use as a cover, noting "See Attached" in the appropriate spaces above. Any substitute format must include all elements of this form for item of work.



## APPENDIX B

# GENERAL ENCROACHMENT PERMIT

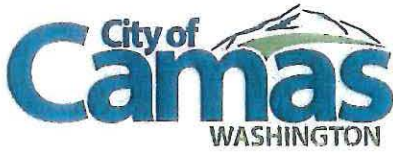


## GENERAL ENCROACHMENT PERMIT APPLICATION INSTRUCTIONS

A general encroachment permit is required for construction or maintenance activity within the public right-of-way (ROW). Per CMC 12.12.010.

1. Check the type of encroachment activity, at the top of page 1 of the General Encroachment Permit form. An explanation of types of general encroachment activities are listed below (#4).
2. Complete the following contact information:
  - Application Information: This is the owner of the property to be worked on or the equipment to be installed.
  - Contractor Information: All work in the right-of-way must be done by a licensed and bonded contractor. The contractor's business and contact information goes here.
  - Agent Information: If the applicant is using a third party, such as an engineering consultant to apply for the permit, their contact information would be included.
  - Job Site Information: Address and a brief description of the work to be done.
3. Submit the completed 'General Encroachment Permit' form on page 1. Sign and date the 'Standard Conditions' on page 2. Include the following items for a complete submittal:
  - Project plans or Sketch;
  - Traffic Control Plan (TCP), if required;
  - Contractor's estimate of work and material costs, including traffic control (if applicable).

The completed form and applicable items can be email to the Building Department at [permits@cityofcamas.us](mailto:permits@cityofcamas.us). For questions or payments, call 360.817.1568.
4. General encroachment fees are calculated based on the current City fee schedule. (CMC 12.12.020)
  - 2021 Base fee: \$35.00 for estimate of work less than \$1,500.00
  - Fee for work estimated at \$1,500.00 or greater: \$30.00 plus 2.5% of estimate of work
5. Types of Permits:
  - Sidewalk-Driveway-Tree Applies to removal & replacement of existing sidewalks, driveway approaches, street trees or trees in the right-of-way, and retrofitting of existing driveway approaches.
  - Other Work in ROW Applies to any of the following activities in the ROW: temporary placement of dumpsters and/or PODs, tents, material storage, potholing, etc.
  - Site Developments Applies to new construction for subdivisions, short plats, commercial, industrial, multi-family, duplexes, tri-plexes, 4-plexes, etc. For use by Development Engineering. To be submitted at pre-construction meetings, along with the signed Insurance Requirements form and a Certificate of Insurance Liability. See Item #6 below for additional documentation requirements.
6. Additional Documentation for Site Developments:
  - General Encroachment Permit, including Standard Conditions (ESC/Construction Debris Cleanup & Indemnification and Hold Harmless Agreement)
  - Insurance Requirements Form, with *Certificate of Insurance* attached.  
Insurance requirements shall include the following liabilities:



**GENERAL ENCROACHMENT PERMIT  
APPLICATION INSTRUCTIONS**

Item 7.

- 1) **Commercial General Liability** insurance of a least \$1,000,000 per occurrence and no less than \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit, naming the City of Camas as an additional insured. Coverage shall not exclude explosion, collapse and underground (XCU) where applicable. Coverage shall include, but not be limited to, contractual, completed operations and stop gap (employer's) liability.
  
- 2) **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Applicant to provide a copy of endorsement: ISO Additional Insured, State or Political Subdivisions, Permits CG 20 12 005 09, or a substitute endorsement providing equivalent or better coverage.

Additional Information:

Per CMC Section 12.12.040: Any person, firm or corporation engaged in any kind of work which tends to obstruct the streets, highways or public places, or which takes place within the city's right-of-way may, in lieu of the certificate of liability insurance, provide an annual insurance certificate in such amount as may be fixed by the Director of Public Works and approved by the City Attorney.



# GENERAL ENCROACHMENT PERMIT FORM

Submit via email: [permits@cityofcamas.us](mailto:permits@cityofcamas.us)

City Permit Number

616 NE 4th Ave, Camas, WA 98607  
Questions Call: 360.817.1568

- SIDEWALK-DRIVEWAY-TREE REMOVE & REPLACE
- OTHER WORK IN ROW (E.G. DUMPSTERS, PODS, TENTS, MATERIAL STORAGE, ETC.)
- SITE DEVELOPMENTS – ENGINEERING USE ONLY (E.G. SUBDIVISIONS, SP, COMMERCIAL, ETC.)

**Engineering Inspection Requests:**  
Call 360.834.8860, Option 2

Date Submitted: \_\_\_\_\_

APPLICANT INFORMATION

Owner or Business \_\_\_\_\_ Applicant Project No. (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

CONTRACTOR / AGENT INFORMATION

Company Name \_\_\_\_\_ Contractor / Agent Project No. (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

W.C.L. # \_\_\_\_\_ Expires \_\_\_\_\_ Tax ID Number \_\_\_\_\_

JOB SITE INFORMATION

Work Location / Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_ Pavement Cut(s)  Plans Attached Value of work and material in right-of-way: \$ \_\_\_\_\_

\_\_\_\_\_ Sidewalk Cut(s)  TCP Attached

Project Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

**Initial & Date Page 2  
On Reverse Side**

SITE REQUIREMENTS (if applicable)

Engineering Plan Req'd  Drawings Rec'd Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Traffic Control Plan Req'd  TCP Received Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Standard Conditions Signed & Attached / on File Permit Fee \$ \_\_\_\_\_

Special Conditions Attached Other Fees \$ \_\_\_\_\_

Fee(s) Paid **NOTE: Permit is not valid until paid.** Total Fees \$ \_\_\_\_\_

CITY USE ONLY

Receipt Number \_\_\_\_\_ By \_\_\_\_\_ Date Paid \_\_\_\_\_

Approved by: \_\_\_\_\_ Date Approved: \_\_\_\_\_ Expires: \_\_\_\_\_



**EROSION SEDIMENT CONTROL / CONSTRUCTION DEBRIS CLEANUP & DISPOSAL**

The applicant (or owner’s representative) acknowledges by signing this Permit that he/she has read the contents of Section 14.06 Erosion Control Plan and Section 15.36 Construction Debris Cleanup and Disposal of the Camas Municipal Code. The applicant agrees to familiarize himself/herself with the applicable City of Camas standards, specifications, codes, and ordinances and will abide by the same. The applicant understands that nonconformance with these documents may result in rejection, removal of the work, “stop work orders”; and the costs associated with the same will be the responsibility of the applicant. The applicant is assuming all responsibility of constructing the improvements in compliance with City of Camas standards, specification, and ordinances.

The City requires all flag persons on City streets or right of ways to be certified by the State of Washington per WAC 296-155-305.

Excavators shall notify pipeline operator immediately if their work damages a pipeline and to call 911 or other local emergency response numbers immediately if the damage results in a release of natural gas or other hazardous substance or potentially endangers life, health, or property.

I understand that it is my responsibility to ensure all persons involved in this project comply with the requirements of the Camas Municipal Code.

Applicant’s Initial: \_\_\_\_\_ Date: \_\_\_\_\_

---

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Applicant/Contractor 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 in connection with the performance of this Permit, except for injuries and damages caused by the sole negligence of the City of Camas.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Applicant/Contractor and the City, its officers, officials, employees, and volunteers, the Applicant/Contractor’s liability hereunder shall be only to the extent of the Applicant/Contractor’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Applicant/Contractor’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 Permit.

Applicant’s Initial: \_\_\_\_\_ Date: \_\_\_\_\_





Certificate of Insurance Attached.

Date Submitted: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**ENCROACHMENT PERMIT  
INSURANCE REQUIREMENTS  
(Required for Permanent Structures & Site Developments)**

Applicant to provide certificate of insurance evidencing:

1) Commercial General Liability insurance of at least \$1,000,000 per occurrence and no less than \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit, naming the City of Camas as an additional insured. Coverage shall not exclude explosion, collapse and underground (XCU) where applicable. Coverage shall include, but not be limited to, contractual, completed operations and stop gap (employer's) liability.

2) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Applicant to provide a copy of endorsement: ISO Additional Insured, State or Political Subdivisions, Permits CG 20 12 005 09, or a substitute endorsement providing equivalent or better coverage.

Per CMC Section 12.12.040: Any person, firm or corporation engaged in any kind of work which tends to obstruct the streets, highways or public places, or which takes place within the city's right-of-way may, in lieu of the certificate of liability insurance, provide an annual insurance certificate in such amount as may be fixed by the Director of Public Works and approved by the City Attorney.

Company / Agency Name: \_\_\_\_\_

Annual Certification (Keep on File)

Permit Specific – Permit No. \_\_\_\_\_



**GENERAL ENCROACHMENT PERMIT**

Certificate of Insurance Attached.

Date Submitted: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**INSURANCE REQUIREMENTS**

Applicant to provide certificate of insurance evidencing:

1) Commercial General Liability insurance of at least \$1,000,000 per occurrence and no less than \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit, naming the City of Camas as an additional insured. Coverage shall not exclude explosion, collapse and underground (XCU) where applicable. Coverage shall include, but not be limited to, contractual, completed operations and stop gap (employer's) liability.

2) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Applicant to provide a copy of endorsement: ISO Additional Insured, State or Political Subdivisions, Permits CG 20 12 005 09, or a substitute endorsement providing equivalent or better coverage.

Additional Information:

Per CMC Section 12.12.040: Any person, firm or corporation engaged in any kind of work which tends to obstruct the streets, highways or public places, or which takes place within the city's right-of-way may, in lieu of the certificate of liability insurance, provide an annual insurance certificate in such amount as may be fixed by the Director of Public Works and approved by the City Attorney.

Company / Agency Name: \_\_\_\_\_

Annual Certification (Keep on File)

Permit Specific – Permit No. \_\_\_\_\_

**LEASE AGREEMENT**

**CITY OF CAMAS, a Municipal Corporation**

**as Tenant**

**and**

**RIVCAM LLC, a Washington Limited Liability Company**

**as Landlord**

**Premises Address:**

**700 NE 4<sup>th</sup> Avenue, Suite 100  
Riverview Building  
Camas, Washington 98607**

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (“Lease”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“Execution Date”), by and between **CITY OF CAMAS, a Municipal Corporation**(“Tenant”) and **RIVCAM LLC, a Washington Limited Liability Company** (“Landlord”), with reference to the following:

**RECITALS**

- A. Landlord is the fee owner of the Property (as defined in Section 1 below).
- B. Tenant desires to lease the Premises (as defined in Section 1 below) from Landlord, and Landlord desires to lease the Premises to Tenant pursuant to the terms, covenants and conditions set forth below.
- C. Landlord will be performing some tenant improvements at Tenant’s expense. The parties have assessed the rents charged, the amount of yearly increase, right to extend term and the Tenant’s requirement for space and have deemed the following terms reasonable under the circumstances.
- D. Except as expressly set forth below, all capitalized terms used in this Lease without definition shall be as defined in the Basic Lease Information section.

**AGREEMENT**

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Basic Lease Information.** The information set forth in this Section (the “Basic Lease Information”) is intended to supplement and/or summarize the provisions set forth in the balance of this Lease. Each reference in this Lease to any of the terms set forth below shall mean the respective information set forth next to such term as amplified, construed or supplemented by the particular section(s) of the Lease pertaining to such information. In the event of a conflict between the provisions of this Section and the balance of the Lease, the balance of the Lease shall control.

Tenant: CITY OF CAMAS, a Municipal Corporation  
 Tenant’s Address: 616 NE 4<sup>th</sup> Avenue  
 Camas, WA 98607

Landlord: RIVCAM LLC, a Washington Limited Liability Company

Landlord's Address: 13615 SE Rivercrest Drive  
Vancouver, WA 98683-6677

Premises: A portion of the building located at 700 NE 4<sup>th</sup> Avenue, Camas, Washington, 98607, Suite 100. The Premises and the Property are more particularly described in Exhibit A.

Building: The building in which the Premises are located is known as the Riverview Building at 700 NE 4<sup>th</sup> Avenue, Camas, Washington, 98607.

Property: The real property on which the Building is located is 700 NE 4<sup>th</sup> Avenue, Camas, Washington, and any other improvements located thereon.

Permitted Use: Premises to be used as general office space during normal business hours, evenings and Saturdays.

Monthly Rent: The Monthly Rent shall be as follows, subject to any other adjustment as may be specified in this Lease:  
Monthly Rent: \$6,000.00 plus 3% per year cumulative increase on the yearly anniversary of the tenancy and each year thereafter.

Term Commencement Date: The term of this Lease shall be for a period of thirty-six (36) months commencing on the first month after acquisition of occupancy permit for the tenant improvements being constructed ("Commencement Date"), and expire 36 months thereafter ("Expiration Date").

Rent Commencement Date: The payment of Rent (as hereinafter defined) shall commence on the Commencement Date ("Rent Commencement Date").

Parking: No parking is included.

Addresses for Notice: (a) Tenant:  
City of Camas  
Attn: City Administrator  
616 NE 4th Avenue  
Camas, WA 98607

(b) Landlord:  
Rivcam LLC  
13615 SE Rivercrest Drive  
Vancouver, WA 98683-6677



2. **Lease.**

2.1. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Premises upon all of the terms, covenants and conditions in this Lease.

2.2. **Delivery of Possession.** The Premises shall be delivered to Tenant on the Commencement Date.

2.3. **Common Areas.** Tenant shall have, as appurtenant to the Premises, the non-exclusive right to use the following common areas (“Common Areas”): the common access-ways and passageways, elevators, and the common pipes, ducts, conduits, wires and appurtenant equipment located in the Building and serving the Premises.

3. **Condition of Premises.** Landlord shall deliver the Premises to Tenant on the Commencement Date in “As-is” unfurnished condition, subject to the tenant improvements agreed to between the parties. Tenant Improvements agreed to between the parties are pursuant to a Letter issued by Landlord dated July 15, 2022, plus the 10 sheets prepared by LLB Architecture referenced therein. Landlord shall act as the project manager and its contractor will be responsible for the permitting required. Payment by Tenant shall be made pursuant to the terms of a Purchase Order in an amount not to exceed \$266,425.00 plus taxes and permit fees, payable one-third at the time of commencement of work; one-third when the project is one-half complete; and the final one-third upon issuance of the occupancy permit. Taking possession of the Premises shall constitute acceptance of the Premises in the As-Is condition Landlord is required to deliver it.

4. **Term.** The term of this Lease (“Term”) shall commence on the Commencement Date and shall expire on the Expiration Date, unless sooner terminated or extended as provided herein.

4.1. **Option to Extend.** Tenant shall have two (2) options to extend the term of the Lease for an additional one (1) year each (the “Extended Term”), commencing on such date the Term would otherwise expire and upon the same terms and conditions previously applicable, except for the grant of the subject option and amount of rent. Rent for each Extended Term shall increase three percent (3%) per year over the last year’s rent paid. The option to extend may be exercised by delivering written notice to Landlord not later than ninety (90) days prior to the expiration of the original Term. All terms of this Lease shall apply to each Extended Term.

4.2. **Surrender.** Upon the expiration or earlier termination of this Lease Tenant shall surrender the Premises, together with any personal property therein belonging to Landlord, broom clean and in as good order and condition as when Tenant took possession of the Premises, damage and destruction not caused by Tenant, condemnation and reasonable wear and tear, excepted. Tenant shall not have the obligation to remove any alterations except those which required Landlord’s approval prior to their installation and for which Landlord notified Tenant in writing at the time of such approval that Tenant must remove upon expiration of the Lease. At

the time of surrender Tenant shall remove its cubicles, Point to Point dish unit and switches installed as part of its internet connection with the exception of cabling, and all furniture, wall mounted desks and TV's with brackets and kitchen and other appliances.

4.2. **Holding Over.** If Tenant shall, with Landlord's written consent, remain in possession of the Premises or any part thereof after the expiration of the Term hereof, as extended, such occupancy shall constitute a tenancy from month to month, terminable upon thirty (30) days written notice by either party, upon all of the terms, covenants and conditions of this Lease, except that the Monthly Rent shall be 150% of the then current rental rate.

5. **Rent.**

5.1. **Payment of Monthly Rent.** Tenant shall pay to Landlord the Monthly Rent for the Premises in the monthly installments specified in Section 1, Basic Lease Information, each in advance on or before the first day of each and every calendar month during the entire Term. Rent for any portion of a month shall be prorated on the basis of a 30-day month.

5.2. **Manner of Payment.** Except as may be otherwise provided herein, any item of Rent to be paid for a partial month shall be prorated based upon a 30-day month, and for any partial year shall be prorated based on a 360-day year. All Rent payable by Tenant to Landlord under this Lease shall be paid to Landlord in lawful money of the United States of America at Landlord's address specified in Section 1, or to such other person or at such other place as Landlord may from time to time designate in writing. Acceptance of payment by check, draft or in other non-cash form shall not constitute a waiver of Landlord's right to require strict compliance with the foregoing at any time.

5.3. **Interest and Late Charges.** If Rent or other payment remains unpaid after five (5) days from date due, Landlord may elect to impose a late charge of \$100.00 for each month that any Rent is late. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment. All Rent and other payments not paid when due shall bear interest from the date due until fully paid at the rate of twelve percent (12%) per annum, but not in any event at a rate greater than the maximum rate of interest permitted by law.

6. **Utilities and Services.** Landlord shall pay for electricity, heat, water, sewer, garbage, weekly janitorial services and landscaping. Tenant shall pay for phone service and internet service and any other services or utilities not specifically provided by Landlord. If Tenant uses excessive amounts of utilities or services of any kind because of operations outside of the normal range of use, Landlord may impose an additional charge on Tenant for supplying the additional utilities or services, which charge shall be deemed Additional Rent, which shall be payable under the terms of Monthly Rent. Interruption of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease, provided Landlord takes all reasonable steps to correct the interruptions in service.

7. **Personal Property Taxes.** Tenant shall pay prior to delinquency any and all taxes and assessments against and levied upon trade fixtures, furnishings, equipment, and personal property placed in and upon the Premises by Tenant and owned by Tenant. Whenever possible, Tenant shall cause such items to be assessed and billed separately from the real property portion of the Premises. Tenant shall be responsible for any taxes and assessments attributable to any such items assessed against the real property portion of the Premises.

8. **Use and Compliance with Laws.**

8.1. **Use.** Tenant shall only use the Premises for the Permitted Use specified in the Basic Lease Information, and for no other use. Tenant shall be entitled to use of the Premises from 8 am to 5 pm, Monday through Friday, and extended evenings and Saturdays as necessary.

8.2. **Compliance with Law; Prohibited Activities.** Tenant shall observe and comply with the requirements of all applicable covenants, conditions and restrictions of record, and all federal, state and local laws, statutes, rule and regulations now or hereafter in effect (“Laws”), including but not limited to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., which apply to the Premises or the use or occupancy thereof by Tenant. Tenant shall not commit, or suffer to be committed or exist, any waste or nuisance on the Premises. Tenant shall not use, store, generate, transmit or dispose of any hazardous materials upon, in, about, or under the Premises.

8.3. **Parking.** This Lease comes with no parking space.

8.4. **Permits and Licenses.** Tenant shall apply for and obtain, at its sole expense, all permits, licenses, consents, permissions or other approvals of any governmental or quasi-governmental authorities which may be required in order that Tenant may do any of the things that Tenant is required or permitted to do under the provisions of this Lease. Landlord agrees that in all such cases, whenever reasonably requested by Tenant, Landlord shall cooperate with Tenant in obtaining such permits, licenses, consents, permissions and other approvals, provided that Landlord shall not be required to incur any direct or indirect cost or expense as a result of such cooperation.

9. **Assignment and Subletting.** Tenant may not assign or sublet the Premises.

10. **Alterations.** Tenant shall not make or suffer to be made any alterations, additions or improvements (collectively “Alterations”) in, on, or to the Premises without the prior written consent of Landlord. Other than the previously agreed tenant improvements, should Landlord approve of other alterations, Tenant shall contract with a licensed contractor that must be approved by Landlord in writing for construction of the alterations with due diligence and in compliance with the plans and specifications approved by Landlord. All such construction shall be performed in a manner that will not interfere with the quiet enjoyment of other tenants and Tenant shall pay all construction sums before becoming liens on the Building. Landlord has the right to post notices of non-responsibility in connection with the improvements or alterations. Any improvements or alterations installed by Tenant shall become part of the Premises and

belong to Landlord except for removable machinery and unattached, movable trade fixtures. Landlord at its option may require that Tenant remove any improvements or alterations upon termination of this Lease other than the initial agreed tenant improvements.

11. **Landlord's Right of Entry.** Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice, provided that in the event of an emergency, notice need not be given, for the purpose of inspecting the same or taking any action or doing any work permitted hereunder (but nothing herein contained in this Lease shall create or imply any duty on the part of Landlord to make any such inspection or to take any such action or do any such work). No such entry shall constitute an eviction of Tenant. In connection with any such entry, Landlord will use reasonable efforts not to disrupt or interfere with the normal operation of Tenant's business.

12. **Repairs and Maintenance.**

12.1. **Tenant's Obligations.** Tenant shall, at all times during the Term, and at Tenant's sole cost and expense, keep the Premises and any improvements thereon or therein in good and sanitary condition and repair, and in compliance with all laws and other Legal Requirements.

12.2. **Landlord's Obligations.** Landlord shall at all times operate, maintain and repair the Building in accordance with standards not less than those customarily followed in the operation and maintenance of office buildings in Camas, Washington in accordance and compliance with all applicable laws, codes, statutes, ordinances, rules and regulations of any governmental entity having jurisdiction over the Property.

13. **Insurance Policies.** During the Term, Tenant shall procure and maintain in full force and effect and at Tenant's sole cost and expense the following policies of insurance. Tenant shall provide Landlord copies of said insurance policies, and also an Acord Certificate of Insurance prior to the Execution Date. All policies shall provide that Landlord shall be given thirty (30) days' notice of policy cancellation. In the event Tenant is self-insured as a municipal entity, Tenant will provide Landlord certificates or reasonable assurances of said coverage equivalent to the following.

13.1. **Tenant's Property Insurance.** Tenant shall procure and maintain property insurance coverage for all furniture, trade fixtures, equipment, and all other items of Tenant's property in, on, at or about the Premises and the Building.

13.2. **Liability.** A policy or policies of commercial general liability insurance, in the form customary to the locality in which the Premises are located, insuring Tenant's activities and those of Tenant's officers, employees, agents, servants, licensees, subtenants, concessionaires, contractors and invitees with respect to the Premises on an "occurrence" basis against claims for personal injury liability, including, without limitation, bodily injury, death, or property damage liability with a limit of not less than Two Million Dollars (\$2,000,000.00) to cover personal injury to any number of persons or of damage to property arising out of any one occurrence. .

13.3. **Waiver of Subrogation.** Tenant and Landlord hereby release and discharge each other from all claims, losses and liabilities from or caused by any hazard covered by property insurance on or in connection with the Premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

14. **Damage or Destruction.**

14.1. **Reconstruction.** Except as otherwise provided in Section 14.2 below, if the Premises are damaged or destroyed during the Term, Landlord shall, to the extent of any insurance proceeds therefor (excluding the deductible, if any on Landlord's property insurance), and that are not applied by any lender against payment of an existing loan on the Building, diligently repair or rebuild them to substantially the condition in which they existed immediately prior to such damage or destruction.

14.2. **Excessive Damage or Destruction.**

14.2.1. If the Building (whether or not the Premises are affected) is damaged or destroyed to the extent that Landlord determines that it cannot, with reasonable diligence, be fully repaired or restored by Landlord within one hundred twenty (120) days after the date of the discovery of damage or destruction, Tenant may elect to terminate this Lease effective on the earliest date of such discovery of damage or destruction, and Landlord shall reimburse Tenant for any rents paid by Tenant which are applicable to the period beginning on the effective date of such termination. Landlord shall notify Tenant of the damage or destruction, in writing, within thirty (30) days after the date of discovery of the damage or destruction ("Damage Notice"). If Tenant does not elect to terminate this Lease, or the Lease is not terminated in accordance with Section 14.2.2, the Lease shall remain in full force and effect and the Premises shall be repaired and rebuilt in accordance with the provisions for repair set forth in Section 15.1 above.

14.2.2. If the Damage Notice provided by Landlord indicates that the anticipated period for repairing the Premises exceeds one hundred twenty (120) days, Tenant may elect to terminate this Lease by providing written notice ("Tenant's Termination Notice") to Landlord within ten (10) days after receiving the Damage Notice. If Tenant does not elect to terminate within this ten (10) day period, Tenant shall be considered to have waived the option to terminate and this Lease shall continue in full force and effect. Rent shall not be abated during the period of reconstruction.

15. **Eminent Domain**

15.1. **Total Condemnation.** If the whole of the Premises is acquired or condemned by eminent domain, inversely condemned or sold in lieu of condemnation, for any public or quasi-public use or purpose ("Condemned"), then the Lease shall terminate as of the Termination Date and Rent shall be adjusted as of such date. For purposes of this Lease, "Termination Date" shall mean the earliest of: (i) the date the condemning authority takes possession of the property that is to be Condemned; (ii) the date on which title to the property to



be Condemned is vested in the condemning authority; (iii) the date Landlord requires possession of the property in connection with the condemnation, as specified in a written notice delivered to Tenant no less than thirty (30) days before that date.

15.2. **Partial Condemnation.** If any part of the Premises is partially Condemned, and as a result thereof: (a) ten percent (10%) or more of the rentable square feet of the Premises or the Building is Condemned; (b) any portion of the Building or the Property necessary for Tenant to operate the Premises efficiently is Condemned, or (c) any other areas providing access to the Premises or Building are Condemned, then Tenant shall have the option to terminate the Lease by delivering written notice of its election to Landlord within thirty (30) days after the later of: (i) the filing of the complaint by the condemning authority; or (ii) the final agreement and determination of Landlord and the condemning authority of the extent of the taking. In that event this Lease shall terminate on the Termination Date and Rent shall be adjusted to the Termination Date. If Tenant does not elect to terminate the Lease in accordance with the foregoing, then Landlord shall (to the extent the proceeds of the award are available therefrom and are not applied by any lender against payment of an existing loan on the Building) promptly restore the Premises to a condition comparable to its condition immediately prior to such condemnation less the portion thereof lost in such condemnation, and this Lease shall continue in full force and effect except that after the date of such title vesting the Monthly Rent shall be appropriately reduced as reasonably determined by Landlord and Tenant.

15.3. **Landlord's Award.** If the Premises are wholly or partially Condemned, then Landlord shall be entitled to receive all compensation and anything of value awarded, paid, or received in settlement or otherwise ("Award") and no claim shall be made against Landlord by Tenant.

## 16. **Default.**

16.1. **Covenants and Conditions.** Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Time is of the essence in the performance of all covenants and conditions.

16.2. **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" on the part of Tenant with or without notice from Landlord (except as required by Section 16.2 (i) and (ii) below):

(i) **Payment.** Tenant's failure to pay any installment of Rent, or any other monetary sums required by the terms of this Lease on or before three (3) days after written notice from the Landlord that said payment is past due;

(ii) **Performance.** Tenant's failure to perform any of Tenant's covenants, agreements or obligations hereunder (other than nonpayment which shall be governed by Section 16.2(i) above) on or before twenty (20) days after written notice thereof from Landlord, provided however that with respect to any default that cannot be cured within twenty (20) days, the default shall not be deemed uncured if Tenant commences to cure within twenty (20) days and for so long as Tenant is diligently prosecuting the cure thereof; or

(iii) **Attachment.** The attachment, execution or other judicial seizure of substantially all of Tenant's assets or this leasehold.

16.3. **Landlord's Remedies.** Upon the occurrence of any Event of Default by Tenant, then, in addition to any other remedies available to Landlord hereto, at law, or in equity, Landlord may:

(i) Continue this Lease in full force and effect and collect Rent as it becomes due.

(ii) Terminate this Lease and recover from Tenant all amounts allowed by law, including all rents owed during the balance of the rental term, less the amount of the loss of rent that Tenant proves could have been reasonably avoided.

(iii) Landlord shall be entitled to the benefit of all provisions of the law respecting the speedy recovery of lands and tenements held over by Tenant or proceedings in an unlawful detainer and any damages incurred by Landlord.

(iv) At any time after Tenant commits a default, Landlord may, but shall have no obligation to, cure the default at Tenant's cost, subject to Tenant's rights to exhaust all remedies in disputing such expense. If, pursuant to this Section, Landlord pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid. The sum, together with interest, shall be payable as Additional Rent, which shall be paid under the terms of Monthly Rent.

17. **Indemnity.** Tenant agrees to and shall indemnify and hold Landlord harmless against any and all claims and demands arising out of or in connection with Tenant's use and occupancy of the Premises, as well as those arising from Tenant's failure to comply with any covenant of this Lease on Tenant's part to be performed, and shall at Tenant's own expense defend the Landlord against any and all suits or actions arising out of such action, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against Landlord in any such suit or action. Neither Landlord nor its managing agent shall have any liability to Tenant because of loss or damage to Tenant's property or for death or bodily injury caused by the acts or omissions of other Tenants of the Building, or by third parties (including criminal acts).

18. **General Provisions.**

18.1. **Rules and Regulations.** Landlord shall have the right but shall not be obligated to make, revise and enforce rules and regulations or policies consistent with this Lease for the purpose of promoting safety, health, order, economy, cleanliness, and good service to all tenants of the Building, including, but not limited to, moving, use of common areas, and prohibition of smoking. All such regulations and policies including those attached as Exhibit B

to this Lease, shall be complied with as if part of this Lease and failure to comply shall be a default.

18.2. **Notices.** All notices or demands of any kind required or desired to be given hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery, to the appropriate address indicated in the Basic Lease Information, or at such other place or places as either Landlord or Tenant may, from time to time, designate in a written notice given to the other. Notices shall be deemed to be delivered one (1) day after the date of mailing thereof, or upon earlier receipt.

18.3. **Time.** Time is of the essence in this Lease. If any date set forth for the performance of any obligation or for the delivery of any instrument or notice should be on a Saturday, Sunday or legal holiday, compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions and post offices are generally closed in the State of Washington for observance thereof. Except as expressly provided to the contrary in this Lease, all references to days shall mean calendar days.

18.4. **Entire Agreement/Amendment.** This Lease sets forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord and Tenant other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both Landlord and Tenant.

18.5. **Successors and Assigns.** Subject to the restrictions of this Lease relating to assignment and subletting, this Lease is intended to and does bind the heirs, executors, administrators, successors and assigns of any and all of the parties hereto.

18.6. **Authority.** Each individual executing this Lease on behalf of Landlord or Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the party for whom he or she is signing, and that this Lease is binding upon the party for whom he or she is signing in accordance with its terms. By signing below, Tenant affirms this Lease has been fully approved by the City Attorney and City Council.

18.7. **Exhibits.** The exhibits attached hereto are made a part of this Lease by this reference.

18.8. **Attorneys' Fees; Waiver of Jury Trial.** If any party is required to pursue legal action against the other party arising out of or in connection with this Lease, (a) that party shall be entitled to recover from the non-performing party the cost and expenses of such action, including reasonable collection fees, attorneys' fees and court costs, whether or not suit is filed; and (b) the parties agree that the matter shall be tried by the court without a jury, and each party specifically waives the right to a jury trial in any such action.

18.9. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts to be performed in such State. Venue for any action brought under, or in conjunction with this Lease shall lie in Clark County, Washington.

18.10. **Captions.** All captions and headings in this Lease are for the purposes of reference and convenience and shall not limit or expand the provisions of this Lease.

18.11. **Construction.** This Lease shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Landlord and Tenant have been independently represented and have contributed substantially and materially to the preparation of this Lease. The captions, article numbers and table of contents appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

18.12. **Severability.** If any term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Lease, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

18.13. **Waivers.** No waiver of any default or breach of any covenant by either party hereunder shall be implied from any omission by either party to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver, and then said waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term or condition contained herein by either party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. Acceptance of Rent shall not be deemed a waiver of performance. The consent or approval by either party to or of any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

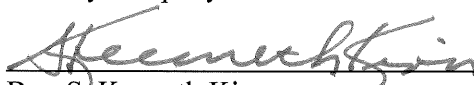
18.14. **Subordination and Estoppel Certificate.** Tenant agrees that this Lease is subordinate to any existing or future security instrument held by a Lender, or to any Purchaser of this property. Tenant agrees to execute a subordination agreement and/or estoppel certificate if required by Lender or Purchaser in the form requested by Landlord within ten (10) days of request. The terms of the estoppel certificate shall be limited to certification that Landlord is not in breach of the Lease except as specified in the certificate, and that no event has occurred that would give Tenant the right to terminate the Lease or withhold any Rent from Landlord except stated in Tenant's certificate.

IN WITNESS WHEREOF, this Lease shall be deemed to have been executed as of the day and year signed below.

TENANT:  
CITY OF CAMAS, a municipal corporation

LANDLORD:  
RIVCAM LLC, a Washington limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2022.

  
By: S. Kenneth Kirn  
Its: Manager  
Date: 9-9, 2022.

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the \_\_\_\_\_ of City of Camas, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.


DATED: \_\_\_\_\_, 2022.

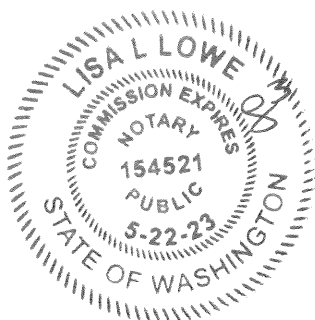
\_\_\_\_\_  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Clark  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that S. Kenneth Kirn signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Manager of Rivcam LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: September 9, 2022.

  
\_\_\_\_\_  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Clark  
My Commission Expires: 05-22-2023





**LIST OF EXHIBITS**

<b><u>EXHIBIT</u></b>	<b><u>DESCRIPTION</u></b>
<b>A</b>	Legal Description of Property
<b>B</b>	Rules and Regulations

**EXHIBIT "A"**

**Lot 1 through 8, Block 27, TOWN OF LA CAMAS, according to the Plat thereof, recorded in Book "B" of Plats, page 25, records of Clark County, Washington. EXCEPT that portion conveyed to City of Camas, by deed recorded under Auditor's File No. 3492787. Tax Parcel No. 78200-000.**

EXHIBIT "B"  
**Rules & Regulations**

1. The entrances, halls, corridors, stairways, exits, and elevators shall not be obstructed by any of the tenants or used for any purpose other than for ingress from their respective premises. The entrances, halls, corridors, stairways, exits, and elevators are not intended for use by the general public but for the tenant and its employees, licensees, and invitees. Landlord reserves the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it in its reasonable judgment deems best for the benefit of the tenants generally. No tenant shall invite to the tenants' premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the plazas, entrances, corridors, elevators, and other facilities of the Building by any other tenants. Fire exits and stairways are for emergency use only, and they will not be used for any other purpose.
2. Landlord may refuse admission to the Building outside of the business hours of the Building to any person not producing identification satisfactory to Landlord. If Landlord issues identification passes, Tenant shall be responsible for all persons for whom it issues any such pass and shall be liable to Landlord for all acts or omissions of such persons.
3. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shade, or screens, if any, which are different from the standards adopted by Landlord for the Building shall be attached to or hung in any exterior window or door of the premises of any tenant without the prior written consent of Landlord.
4. No sign, placard, picture, name lettering, advertisement, notice, or object visible from the exterior of any tenant's premises shall be displayed in or on the exterior windows or doors, or on the outside of any tenant's premises, or at any point inside any tenant's premises where the same might be visible outside of such premises, without the prior written consent of Landlord. Landlord may adopt and furnish to tenants general guidelines relating to signs inside the Building and Tenant shall conform to such guidelines. All approved signs or lettering shall be prepared, printed, affixed, or inscribed at the expense of the tenant and shall be of a size, color, and style acceptable to Landlord.
5. The windows that reflect or admit light and air into the halls, passageways, or other public places in the Building shall not be covered or obstructed by any tenant, nor shall any bottles, parcels, or other articles be placed on the windowsills.
6. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, or vestibules.
7. No bicycles, vehicles, animals, fish, or birds of any kind shall be brought into or kept in the premises of any tenant or the Building.
8. No noise, including, but not limited to, music or the playing of musical instruments, recordings, radio or television, which, in the judgment of Landlord, might disturb other tenants in the Building, shall be made or permitted by any tenant.

9. No tenant, nor any tenant's contractors, employees, agents, visitors, invitees or licensees, shall at any time bring into or keep upon the premises or the Building any inflammable, combustible, explosive, environmentally hazardous or otherwise dangerous fluid, chemical or substance.
10. All movement of freight, furniture, packages, boxes, crates, or any other object or matter of any description must take place during such hours and in such elevators, and in such manner as Landlord or its agent may determine from time to time. Any labor and engineering costs incurred by Landlord in connection with any moving herein specified, shall be paid by Tenant to Landlord, on demand.
11. No tenant shall use its premises, or permit any part thereof to be used, for manufacturing or the sale at retail or auction of merchandise, goods, or property of any kind, unless said use is consistent with the use provisions of the Lease.
12. Landlord shall have the right to prescribe the weight and position of safes and other objects of excessive weight, and no safe or other object whose weight exceeds the lawful load for the area upon which it would stand shall be brought into or kept upon any tenant's premises. If, in the judgment of Landlord, it is necessary to distribute the concentrated weight of any heavy object, the work involved in such distribution shall be done at the expense of the tenant and in such manner as Landlord shall determine.
13. Landlord, its contractors, and their respective employees, shall have the right to use, without charge therefor, all light, power, and water in the premises of any tenant while cleaning or making repairs or alterations in the premises of such tenant.
14. No premises of any tenant shall be used for lodging or sleeping or for any immoral or illegal purpose.
15. The requirements of tenants for any services by Landlord will be attended to only upon prior application to the Landlord. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from Landlord.
16. Canvassing, soliciting, and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.
17. Each tenant shall store its trash and garbage within its premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office building trash and garbage in the area of the Building without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate. No tenant shall cause or permit any unusual or objectionable odors to emanate from its premises which would annoy other tenants or create a public or private nuisance.
18. No coin vending machine, video game, coin or token operated amusement device, or similar machine shall be used or installed in any tenant's premises without Landlord's prior written consent.

19. No bankruptcy, going out of business, liquidation, or other form of distress sale shall be held on any of tenant's premises. No advertisement shall be done by loudspeaker, barkers, flashing lights, or displays or other methods not consistent with the character of an office building.
20. Nothing shall be done or permitted in any tenant's premises, and nothing shall be brought into or kept in any tenant's premises, which would impair or interfere with the economic heating, cleaning, or other servicing of the Building or the premises, or the use or enjoyment by any other tenant of any other premises, nor shall there be installed by any tenant any ventilating, air conditioning, electrical, or other equipment of any kind which, in the reasonable judgment of Landlord, might cause any such impairment or interference.
21. No acids, vapors, or other similar caustic materials shall be discharged or permitted to be discharged into the waste lines, vents, or flues of the Building. The water and wash closets and other plumbing fixtures in or serving any tenant's premises shall not be used for any purpose other than the purposes for which they were designed or constructed, and no sweepings, rubbish, rags, acids, or other foreign substances shall be deposited therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose servants, employees, agents, invitees, visitors, or licensees shall have caused the same.
22. All entrance doors in each tenant's premises shall be left locked and all windows shall be left closed by the tenant when the tenant's premises are not in use. Entrance doors to the tenant's premises shall not be left open at any time. Each tenant, before closing and leaving its premises at any time, shall turn out all lights.
23. Hand trucks not equipped with rubber tires and side guards shall not be used within the Building.
24. Landlord reserves the right to rescind, modify, alter, or waive any rule or regulation at any time prescribed for the Building when, in its reasonable judgment, it deems it necessary, desirable or proper for its best interest and for the best interests of the tenants generally, and no alteration or waiver of any rule or regulation in favor of any tenant shall constitute a waiver or alteration in favor of any other tenant. Landlord shall not be responsible to any tenant for the nonobservance or violation by any other tenant of any of the rules and regulations at any time prescribed for the Building.
25. Landlord reserves the right to add to, modify, or otherwise change these Rules and Regulations. Such changes shall become effective when written notice thereof is provided to tenants of the Building.



**PUBLIC WORKS DEPARTMENT**

**CONTRACT DOCUMENTS**

**FOR**

**CATHODIC PROTECTION SYSTEM  
IN FOUR STEEL WATER RESERVOIRS**

**PROJECT NO. W1039**

AUGUST 2022



## CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, between the City of Camas under and by virtue of Title 35A RCW (cities and towns), as amended

And, **FARWEST CORROSION CONTROL COMPANY** hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for **Cathodic Protection System in Four Steel Water Reservoirs, City of Camas Project Number W1039**, in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Camas. In all respects, the Contractor is an independent Contractor, and not an employee of the City of Camas.

II. The City of Camas hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The Contractor 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

V. The Contractor shall provide a material, labor, and equipment guarantee for the work performed under this contract for a period of one year from the Date of Acceptance as shown on the Notice of Completion for Public Works Projects. All work shall be free of defect in workmanship or materials. Upon notice, the

Contractor shall make all repairs promptly at no cost to the City. Failure to repair or replace defects in a manner satisfactory to the Engineer will constitute a breach of this contract.

**VI. The Contractor is obligated to pay Prevailing Wages as determined by the Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County effective April 22, 2022.**

VII. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.

City of Camas, Washington in accordance with the provisions of Title VI of the Civil Rights Act of 1964 {78 Stat. 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notified all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.

VIII. The Contractor shall certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State or Federal department or agency.

IX. The Contractor shall not propose or contract with any person or entity that is currently debarred, suspended, and ineligible contractors and grantees.

X. It is further provided that no liability shall attach to the City of Camas by reason of entering into this contract, except as provided herein.

XI. The Contractor shall maintain its records and accounts so as to facilitate audit requirements as established by the Office of the State Auditor and shall require subcontractors to do the same.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor of the City of Camas has caused this instrument to be executed by and in the name of the said City of Camas the day and year first above written.

Executed by the Contractor \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor

Executed by the Local Agency \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
Mayor, City of Camas

Approved as to form:

\_\_\_\_\_  
City Attorney

**CONTRACT BOND**

**CATHODIC PROTECTION SYSTEM IN FOUR STEEL WATER RESERVOIRS  
CITY PROJECT NO. W1039**

KNOW ALL PERSONS BY THESE PRESENTS, That \_\_\_\_\_

of \_\_\_\_\_, as Principal, and \_\_\_\_\_

as Surety, are jointly and severally held and bound unto the City of Camas, Washington,

in the penal sum of Dollars (\$\_\_\_\_\_), for the payment of which we jointly and severely bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that whereas, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, the said \_\_\_\_\_,

Principal, herein, executed a certain contract with the City of Camas, Washington,

by the terms, conditions and provisions of which contract the said \_\_\_\_\_,

Principal, herein, agree to furnish all material and do certain work, to wit: That

\_\_\_\_\_ will undertake and

complete the construction of these **Cathodic Protection System in Four Steel Water Reservoirs**, according to the maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. The bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by **November 30, 2022**, unless amended by change order, undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL

\_\_\_\_\_  
ATTORNEY-IN-FACT, SURETY

\_\_\_\_\_  
NAME AND ADDRESS, LOCAL OFFICE OF AGENT

APPROVED:

CITY OF CAMAS, WASHINGTON

BY: \_\_\_\_\_  
MAYOR, CITY OF CAMAS

DATE: \_\_\_\_\_, 20\_\_

SURETY BOND NUMBER \_\_\_\_\_

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

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

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

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



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

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

**Pertinent Non-Discrimination Authorities:**

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

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

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

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

Prepared for:  
**City of Camas**  
Attention: Allen Nelson  
Water Supply Operator  
1620 SE Eighth Ave  
Camas, WA 98607  
Email: [anelson@cityofcamas.us](mailto:anelson@cityofcamas.us)

Project:  
**Cathodic Protection System**  
**18<sup>th</sup> Avenue Reservoir**  
**City of Camas, WA**

Date: April 22, 2022



# FARWEST CORROSION CONTROL COMPANY

Northwest Regional Office  
4640 Campus Place, Suite 105, Mukilteo, WA 98275  
425.290.8832 | [PNWSales@FarwestCorrosion.com](mailto:PNWSales@FarwestCorrosion.com)

Farwest Job No.: W-243



April 22, 2022

Farwest Job No.: W-243

Allen Nelson  
 Water Supply Operator  
 City of Camas  
 1620 SE Eighth Ave  
 Camas, WA 98607  
 Email: [anelson@cityofcamas.us](mailto:anelson@cityofcamas.us)

Subject: Internal Inspection  
 Cathodic Protection Systems  
 Four (4) Steel Water Reservoirs

Dear: Mr. Nelson,

On March 22-23, 2022, Farwest Corrosion Control Company (Farwest) personnel conducted a site visit to evaluate the existing internal corrosion and cathodic protection (CP) systems in the four steel water reservoirs listed below. Authorization to perform this work was issued on January 14, 2022.

Upper Prune Hill Booster Station	2.4 MG MG	2822 NW 18 <sup>th</sup> Ave
Upper Prune Hill Booster Station	0.75 MG	2822 NW 18 <sup>th</sup> Ave
Lacamas Reservoir	2.0 MG	1520 NW 41 <sup>st</sup> Circle
Gregg Reservoir	0.10 MG	1709 SE 270 <sup>th</sup> Place

## Scope of Work

Fieldwork was performed by John Keppler, PE, AMPP certified CP Specialist and Coating Inspector (Level 2). Inspection work was generally visual noting the condition inside each tank as viewed from the roof top manways. Details regarding existing CP equipment was noted.

Farwest's inspection included visual inspection and electrical measurements. Structure-to-electrolyte potential measurements were recorded to evaluate the level of CP or document the depolarized potential of each tank. Testing was performed in accordance with AMPP Standard Test Method TM0497 "Measurement Techniques Related to Criteria for Cathodic Protection on Underground or Submerged Metallic Piping Systems". Electrical measurements were recorded using a Fluke Model 28 digital multi-meter in conjunction with a portable copper-copper sulfate half-cell (CSE). Prior to recording potential measurements, the portable half-cells were calibrated per AMPP TM0113 titled "Evaluating the Accuracy of Field-Grade Reference Electrodes".

## Results and Conclusions

A description of each tank system along with the existing CP and general coating condition is noted in attached data sheets. The potential measurements recorded indicate that none of the tanks have a functioning CP system. All the tanks quickly polarized to a protected level. The good news, it is relatively easy to provide CP in each of these tanks as summarized below.

### Gregg Reservoir

Gregg is a relative tall narrow tank with an internal platform. Farwest recommends installing several magnesium anode rods supported from the rail of the internal platform. This requires three men, one inside the confined space to complete the installation, one on top as a man watch to hand equipment in, and one on the ground as a safety watch who can also pass equipment up. The anodes need to be lifted to the top and installed from above. The anodes can be connected to a common wire and connection made just inside the manway where accessible from the roof without entry.

### Lacamas Reservoir

This reservoir was installed with thirty-six access holes with ceramic pin insulators intended to support galvanic anodes. Unfortunately, anodes were never installed, though the existing system provides ready access for the installation of a galvanic CP system. Again, the anode header cable may be brought to the manway where it should be secured and connected to the tank using a mechanical connection. Galvanic CP systems are typically monitored annually by dropping a portable half-cell in the tank, thus no permanent half-cells are recommended.

### 2.4 MG Upper Prune Hill Reservoir

The existing stairway provides easy and safe access. The tank roof has four raised flange type CP access holes located near center for anodes. Two additional hand holes along the edge for half-cells are not required. Anodes could also be installed at the internal platform below the north accessway. A galvanic anode CP system is recommended to avoid the necessity of running ac power to the tank and conduit on the tank. As with the other galvanic systems, the anode header cable may be connected mechanically within the manway, which is commonly open during CP inspections for potential monitoring in the tank.

### 0.76 MG Upper Prune Hill Reservoir

This tank has an impressed current type CP system installed, which converted ac power to dc, driving current from several wire anodes suspended in the tank from the roof. Half-cells were installed to monitor the CP system. The potential controlled rectifier was set to maintain a potential set point, adjusting the system current output as needed. This in part adjusts for water level changes. The CP system 36 years old and beyond its service life. Farwest recommends this system be replaced with a new impressed current CP system.

The good news is that ac power is provided to the existing rectifier location, the access hand holes are installed in the roof, and conduit is run up the tank. The rectifier mounting, structure connections and conduit at the base of the tank require some improvements, but overall replacement should be straight forward. Considering the tank has its original coating, the ICCP system is preferred over a galvanic system because a higher level of CP may be derived relatively easily. Worth noting, though the tank could not be inspected visually aside from a camera, assuming the existing CP system operated for a number of years, it should have helped maintain the coating system.

### General Recommendations

As an overall “cost estimate”, Farwest has assumed the CP as described above in all four tanks being completed as a single design build project with a two-man construction crew (and City assistance) over two weeks.

1.0	Design Submittal to include Basis of Design, Drawings, Matl Submittals, and Firm Cost Proposal	\$7,040.00
2.0	CP Materials (estimated)	\$31,000.00
3.0	CP Construction (estimated)	\$17,000.00
4.0	Commissioning and Inspection	\$5,525.00
5.0	Optional – O&M Manuals	<u>\$1,285.00</u>
	Total Budgetary Cost	\$61,850.00

The tanks would be designed per applicable AMPP (NACE) and AWWA CP standards, using NSF-61 approved materials, and installed by experienced CP installers.

### General Recommendations

Post installation of CP, Farwest recommends an annual survey be performed to assure proper and continued operation of the CP systems on your five (5) tanks. That would be a two-day effort with cost on the order of \$6000.

The impressed current CP system recommended on the 0.75 MG tank should be monitored monthly by City personnel to assure it remains operating within the set limit.

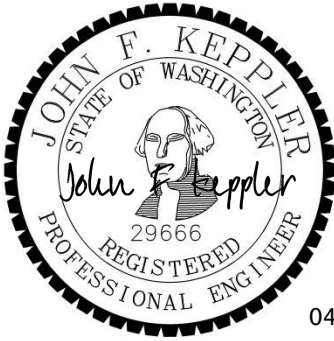
Overall, the tanks appeared to be secure and free of problems.

Prior to further work on the tanks, the City should locate or purchase at least one ascender device of each type required for climbing these tanks (rod and cable). Consider having two of each, in case of emergency. I believe two styles will serve all your tanks. If Farwest provides additional services, we will appreciate the use of these aids.



We appreciate the opportunity to have served City of Camas. Please feel free to contact our office should you have any questions or concerns.

Regards,  
Farwest Corrosion Control Company



04/22/2022

John F. Kepler, P.E.  
Principal Corrosion Engineer  
AMPP CP Specialist No. 3884

W-243\_Camas\_4WaterTks\_Eval.docx  
A Nelson, Ph. 360.817.7287, Mob.: 360.690.5095  
encl. (2: data, photos)  
cc: J Flake, Farwest Eng. Mgr; AKarmil, Farwest PNW Mgr  
[www.farwestcorrosion.com](http://www.farwestcorrosion.com)



**GREGG RESERVOIR****Structure**

Location: 1709 SE 270th Place, Camas, WA  
 Capacity: 0.10 MG  
 Diameter: 16 feet  
 Height: 71 feet  
 Constructed: 1978  
 Coating: Assume coal tar epoxy, original, black

**Structure-to-Electrolyte Potential Measurements**

<u>Location</u>	<u>Potential (V dc ref. CSE)</u>
Manway	
0 ft - bottom	-0.521
Mid tank	-0.523
Surface	-0.523

Construction: This is a relatively narrow stand pipe with an enclosed external ladder and ascender bar. The roof is moderately domed with a railing enclosure around the manway located off center. An internal ladder drops to an internal platform. One overflow pipe of about 8" Ø is located off center adjacent the platform.

Comments: The internal coating appeared to be in reasonably good condition considering type and age. Potential measurements indicated the tank does not have CP.

Recommendation: Farwest recommends a galvanic CP system be installed utilizing extruded magnesium anode rods suspended from the internal platform rail at multiple locations. The tank is reasonably accessible to climb and does not warrant permanent half-cells. Instead, the CP system may be monitored from the manway on top using a portable cell without entry.

Surface area (ft <sup>2</sup> ):	3388
Coating effectiveness (% bare):	2%
Estimated CP current:	0.169 A
Estimated CP cost:	\$6400

Note: Installation requires confined space entry, with second man on top and third man on bottom (potentially a Camas employee).

**LACAMAS RESERVOIR****Structure**

Location: 1520 NW 41st Circle, Camas, WA  
 Capacity: 2.0 MG  
 Diameter: 84 feet  
 Height: 43 feet  
 Constructed: 1992  
 Coating: Light colored thin film epoxy

**Structure-to-Electrolyte Potential Measurements**

<u>Location</u>	<u>Potential (V dc ref. CSE)</u>
Manway	
0 ft - bottom	-0.522
Mid tank	-0.522
Surface	-0.512

Construction: This tank has an enclosed ladder and ascender bar. The roof is flat and has a safety rail in the vicinity of the ladder and manway. The tank has a center vent and support post. There is an internal ladder at the single manway. There is also a painter's ring on the interior. One overflow pipe of approximately 10" Ø is located adjacent the interior ladder off center. CP hand holes are already installed on the roof including adjacent ceramic insulators. There are a total of 36 hand holes on concentric circles of 64' (20 ea.), 36' (12) and 7' (4) hand holes.

Comments: The internal coating appeared to be in excellent condition. Potential measurements indicated the tank does not have CP.

This tank had galvanic anode CP for the buried water lines, though it appears the anodes have been consumed and minimal CP is being received.

Recommendation: Farwest recommends a galvanic CP system be installed utilizing extruded magnesium anode rods suspended from the existing ceramic insulators. The tank is accessible to climb and does not warrant permanent half-cells. Instead, the CP system may be monitored from the manway on top using a portable cell without entry.

**Estimates**

Surface area (ft <sup>2</sup> ):	16,324
Coating effectiveness (% bare):	1.25
CP current:	0.408 Amp
CP cost:	\$10,600

**UPPER PRUNE HILL RESERVOIR – 2.4 MG****Structure**

Location:	2822 NW 18th Ave, Camas, WA
Capacity:	2.4 MG
Diameter:	80 feet
Height:	67 feet
Constructed:	2001
Coating:	Light colored thin film epoxy

**Structure-to-Electrolyte Potential Measurements**

<u>Location</u>	<u>Potential (V dc ref. CSE)</u>
Manway	
0 ft - bottom	-0.532
Mid tank	-0.535
Surface	-0.532

Construction: This tank has an exterior stairway with safety rail around the entire roof. The tank has a center vent and support post. There is an internal ladder and platform at the north manway. There is also a south manway and painter's ring on the interior. One overflow pipe of approximately 10" Ø is located on the northwest, with most of that pipe mounted externally. There are four (4) raised / flange lid type hand holes approximately 15 feet off center, with two additional holes located N and NE along the tank perimeter for half-cell installations.

Comments: The internal coating appeared to be in excellent condition, with exception of some corrosion damage on the ladder and above the water line. Potential measurements indicated the tank does not have CP.

Recommendation: Farwest recommends a galvanic CP system be installed utilizing extruded magnesium anode rods suspended from the existing ceramic insulators. The tank is accessible to climb and does not warrant permanent half-cells. Instead, the CP system may be monitored from the manways on top using a portable cell without entry.

**Estimates**

Surface area (ft <sup>2</sup> ):	20,332
Coating effectiveness (% bare):	1.00
CP current:	0.203 Amp
CP cost:	\$9,700

**UPPER PRUNE HILL RESERVOIR – 0.75 MG****Structure**

Location:	2822 NW 18th Ave, Camas, WA
Capacity:	0.75 MG
Diameter:	36 feet
Height:	100 feet
Constructed:	1972
Coating:	Black heavy bodied, likely coal tar epoxy

**Structure-to-Electrolyte Potential Measurements**

<u>Location</u>	<u>Potential (V dc ref. CSE)</u>
Manway	
0 ft - bottom	-0.516
Mid tank	-0.524
Surface	-0.520

Construction: This tank is somewhat unique in that it is constructed as a stand pipe, but the top has a walkway and domed roof similar to an elevated bowl. The roof ladder rotates around the vent allowing it to be positioned over about 320° of the roof, aside from the manway. The exterior ladder has a cable style ascender system for climbing safety. Although the walkway around the tank below the roof provides a stable work platform, the domed roof has no rail.

Comments: Farwest was unable to open the manway lock. Inspection could only be performed by holding a camera inside the tank at an access hole. The tank is internally coated with a black coating further making inspection difficult. Because this tank had a functional CP system at one time, the coating is likely in better condition than the life may otherwise indicate.

Potential measurements indicated the tank does not have a functioning CP system.

CP System: There is a non-functional impressed current system on the tank. The rectifier located adjacent the bottom of the ladder was turned off. That unit was constructed in 1986, indicating it is approximately 36 years old. Units typically provide 20 to 25 years of service in our area. The roof has approximately 15 CP hand hole on two concentric circles with access covers for half-cell and anode installations. In photos it appeared much of the wiring requires replacement. The conduit entry at the base was simply open. An LB fitting near the manway on top provides wire access.

Recommendation: Farwest recommends a new impressed current CP system be installed utilizing suspended MMO anodes and permanent half-cells. The rectifier requires replacement. Considering the age, the entire wiring system should be removed and replaced. The good news is, the existing hand holes in the roof and conduit provide good access for replacement.

**Estimates**

Surface area (ft <sup>2</sup> ):	12,040
Coating effectiveness (% bare):	3
CP current:	0.900 Amp
CP cost:	\$21,300

### PHOTOS

#### Gregg Reservoir





### Lacamas Reservoir







### UPPER PRUNE HILL RESERVOIR – 2.4 MG







### UPPER PRUNE HILL RESERVOIR – 0.75 MG



Top of the 0.75 MG tank from the 2.4 MG tank roof (~60 ft and up).





Conduit penetration adjacent ladder at edge.



It appeared they may be an internal platform, though difficult to make out.



Redo negative connections to tank.

\*\*\* End of Report \*\*\*





**CITY OF CAMAS  
PROFESSIONAL SERVICES AGREEMENT  
Task Order No. 2**

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

Project No. S1034

**On-Call Professional Services Support for  
Wastewater Treatment Plant 2021-2026**

**WWTP BLOWER SYSTEM IMPROVEMENTS**

THIS AMENDMENT (“Amendment”) to Professional Services Agreement is made as of the 25<sup>th</sup> day of August, 2022, and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **HDR Engineering, Inc.**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may hereinafter be referred to collectively as the “Parties.”

The Parties entered into an Original Agreement dated April 4, 2022, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

1. Scope of Services. Consultant agrees to perform services as identified in the attached Exhibit (Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses, for an amount not-to-exceed \$159,804.
  - a.  Unchanged from Original/Previous Contract
2. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this Amendment by:
  - a.  Extended to XXX, 20XX.
  - b.  Unchanged from Original/Previous Contract date of December 31, 2026  
 Dependent on extension of time as granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 3 of the Original Agreement.
3. Payment. Based on the Scope of Services and assumptions noted in attached Exhibit A. Consultant proposes to be compensated on a time and material basis per attached exhibit (Costs for Scope of Services) with a total estimated not to exceed fee of:
  - a. Previous Total of all approved Task Orders: \$25,000
  - b. Task Order No. 2 \$159,804
  - c. **Total of all approved Task Orders: \$184,804**
  - d. Consultant billing rates:
    - Modification to Consultant Billing Rates attached herein
    - Unchanged from Original Contract

4. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF CAMAS:

**HDR ENGINEERING, INC.:**  
*Authorized Representative*

By: \_\_\_\_\_

DocuSigned by:  
*Tracy Ellwein*  
By: \_\_\_\_\_  
3BE5736BA7074E7...

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

Tracy Ellwein  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Vice President  
Title: \_\_\_\_\_

8/25/2022  
Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES AND RELATED COSTS**

## Task Order No. 2

### WWTP Blower System Improvements

August 2022

HDR Engineering, Inc. (HDR) is pleased to provide this scope of work for the City of Camas (City) Wastewater Treatment Plant (WWTP) on-call contract for engineering services. The intent of this task order is to implement the recommendations from the WWTP Blower System Diagnostics Study (March 2022).

## SCOPE OF WORK

### TASK 2 BLOWER SYSTEM IMPROVEMENTS

#### 2.1 Project Management and Administration

HDR will manage the project scope, schedule, and budget. HDR will perform project management responsibilities including staff and deliverable management, client coordination, scheduling, project setup, accounting and invoicing, and internal team coordination. A project kickoff meeting will be scheduled following NTP including five representatives from HDR.

#### ASSUMPTIONS

- Project duration is estimated to be 6 months from Notice to Proceed (NTP). A more detailed schedule will be prepared following NTP.
- Task Order general assumptions are as follows:
  - Memorandums will be electronically submitted in PDF format.
  - Except for site visits and as otherwise noted, meetings will be conducted virtually through Webex and facilitated by HDR. If the City prefers a different virtual meeting platform, the City may arrange the meeting in coordination with HDR.
  - The City will provide applicable background documents as needed.
  - The general intent of this scope of services is to improve the blower system operations, however, performance results after completion are unknown. Additional troubleshooting or improvements beyond the scope of this task order may be required.

#### DELIVERABLES

- Monthly progress reports, invoices, and budget updates (approx. 6)
- Project schedule
- Kickoff meeting notes

#### 2.2 Immediate Actions Support

HDR will support the City in completion of the Immediate Action recommendations. These items include:

1. Development of scope items for Schneider Electric for service of the existing blower VFDs including adjustment to current settings, cleaning inside the panels, and replacing filters.
2. Support the City in contracting with Schneider Electric to complete the service.

### ASSUMPTIONS

- A virtual review meeting will be held with three HDR staff: Project Manager, Engineer II, Sr. Electrical Engineer, and Engineer V. The Draft scope items (approximately 2 pages) will be provided prior to the review meeting. The Final scope items will incorporate the review meeting notes.
- City will contract directly with Schneider Electric to complete service items.

### DELIVERABLES

- Service scope for Schneider Electric for VFDs.

## 2.3 Electrical and Instrumentation Improvements

The blower study identified specific electrical and instrumentation improvements needed for improved system operation and control. HDR will:

1. Design a blower discharge header singular pressure indicating transmitter (PIT). This includes specifying new pressure instrumentation and design of conduit and wiring modifications.
2. Develop design to integrate the existing thermistors to provide high temperature protection of the blower motors.
3. Develop design to integrate the existing motor space heaters to help protect the motors from condensation, which may result in corrosion.
4. Design replacement of the existing broadband filters with active harmonic filters.

### ASSUMPTIONS

- HDR to develop technical exhibits and specifications of improvements to be used as scope of work for contractor installation. Assumes development of 3 drawings completed in AutoCAD (2D).
- City responsible for contract and hiring of contractor/electrician to complete the work.

### DELIVERABLES

- Draft and Final exhibits and specifications of improvements.

## 2.4 Programming Modifications and Troubleshooting

The blower system controls programming requires modification to improve operations and reliability. Independent blower and pressure control, without a common header pressure, has created challenges with blower control stability. This effort will include the following:

1. Modify blower controls to have single header pressure control designed as part of Task 2.3.

2. Online observation of existing blower controls to further identify potential programming improvements.
3. Review and adjust blower timers and limits as needed to improve blower start up and shut down sequence. If possible, troubleshoot to allow for two blowers to operate simultaneously. If not possible, identify improvements needed to achieve this operating condition.
4. Identify possible air piping system header piping blockages or pipe size limitations by desk topic model using AFT Arrow.
5. After implementation of programming modifications, review 14 days of operational data of blower header pressures at different flow rates (low, medium, and high flow rate). A 2-page technical memorandum (TM) will be provided summarizing analysis of data and recommendations for next steps in troubleshooting, if needed.

### ASSUMPTIONS

- Field work effort assumes three HDR staff (two Engineer II and Engineer V) on site for five days and two half-days for travel, and one HDR staff (Sr. Electrical Engineer) on site for two days.
- AFT Arrow modeling effort assumed to 20 hours of HDR Engineer II with focused effort on identifying if there is any blockage in the main distribution header. A 1- page summary of effort will be provided as an appendix item in the TM.
- City to collect operational data and provide in Excel format for HDR review.
- City responsible for contract and hiring of contractor/electrician to complete the work.

### DELIVERABLES

- Summary of field notes.
- Redlined loop drawings documenting implemented changes, as needed. Included as an appendix item in the TM.
- Data Analysis TM.

## 2.5 HVAC Improvements Preliminary Design

The blower and electrical rooms of the Equipment Building require HVAC improvements. A preliminary design effort will review options for ventilation replacement of the blower room, and cooling and pressurization of the electrical room. A TM will summarize the analysis and provide recommendations for design. Evaluation will include a conceptual level opinion of probable construction costs (OPCC) Class 4.

As part of the effort, a field visit and HVAC condition assessment for all rooms within the Equipment Building will be completed. A summary of the condition of the generator, primary sludge dewatering, office, biofilter fan, and centrifuge rooms will be provided. The recommended preliminary design of improvements will be limited to the blower and electrical rooms.

### ASSUMPTIONS

- 1-day Site visit, including roof access for review of fans by one HDR staff (Engineer IV).





- TM (anticipated 4-6 pages) will summarize electrical and blower room HVAC analysis with potential impacts to building electrical and structural components. TM will also include the condition summary of the other remaining rooms within the Equipment Building.
- Virtual review meeting with two HDR staff (Project Manager, Engineer IV).

#### **DELIVERABLES**

- Draft and Final HVAC Preliminary Design TM
- Scope and budget for final design of the recommended improvements

Level of Effort	HDR Engineering													Hours	Labor	Travel	Total Expenses	HDR Fee	Total Fee (includes sub-consultant mark-up and escalation)
	Principal In Charge	Project Manager	Sr. Mechanical Engineer	Engineer II	Sr. Electrical Engineer	Engineer V	Engineer IV	EIT	Engineer V	Project Technician III	Project Technician IV	Engineer II	CAD Technician						
City of Camas, Washington - Camas TO2 WWTP Blower Improvements	\$275.00	\$265.00	\$315.00	\$160.00	\$260.00	\$260.00	\$210.00	\$130.00	\$260.00	\$160.00	\$190.00	\$160.00	\$90.00						
Task Description																			
<b>Task 002.1 Project Management and Admin.</b>																			
Project Management		12												12	\$ 3,180		\$ -	\$ 3,180	\$ 3,260
Project Setup		2								4	2			8	\$ 1,550		\$ -	\$ 1,550	\$ 1,589
Monthly Invoicing		6									18			24	\$ 5,010		\$ -	\$ 5,010	\$ 5,135
Project Closeout		1								4	3			8	\$ 1,475		\$ -	\$ 1,475	\$ 1,512
Client Coordination	6	4												10	\$ 2,710		\$ -	\$ 2,710	\$ 2,778
Team Coordination	6	16		8	8	8	8			8				62	\$ 14,290		\$ -	\$ 14,290	\$ 14,647
Kick Off Meeting		2		2	1	1	1							7	\$ 1,580		\$ -	\$ 1,580	\$ 1,620
<b>Sub-total</b>	<b>12</b>	<b>43</b>	<b>0</b>	<b>10</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>23</b>	<b>0</b>	<b>0</b>	<b>131</b>	<b>\$ 29,795</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 29,795</b>	<b>\$ 30,540</b>
<b>Task 002.2 Immediate Actions Support</b>																			
Schneider Electric VFD Service Scope Development & Coordination Support		1		8	8	4				2				23	\$ 4,985		\$ -	\$ 4,985	\$ 5,110
Review meeting		2		2	2	1								7	\$ 1,630		\$ -	\$ 1,630	\$ 1,671
QC Hours Only			4											4	\$ 1,260		\$ -	\$ 1,260	\$ 1,292
<b>Sub-total</b>	<b>0</b>	<b>3</b>	<b>4</b>	<b>10</b>	<b>10</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34</b>	<b>\$ 7,875</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,875</b>	<b>\$ 8,072</b>
<b>Task 002.3 Electrical and Instrumentation Improvements</b>																			
Spec Development & Conduit/Wiring Mod Design		4		32	56	16				8			30	146	\$ 28,880	\$ 2,175	\$ 2,175	\$ 31,055	\$ 31,777
QC Hours Only			10											10	\$ 3,150		\$ -	\$ 3,150	\$ 3,229
<b>Sub-total</b>	<b>0</b>	<b>4</b>	<b>10</b>	<b>32</b>	<b>56</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>156</b>	<b>\$ 32,030</b>	<b>\$ 2,175</b>	<b>\$ 2,175</b>	<b>\$ 34,205</b>	<b>\$ 35,006</b>
<b>Task 002.4 Programming Modifications and Troubleshooting</b>																			
Prepare for field work		4		8	8	8		24						52	\$ 9,620		\$ -	\$ 9,620	\$ 9,861
Field work				40	16	48		48						152	\$ 29,280	\$ 3,475	\$ 3,475	\$ 32,755	\$ 33,487
Summarize field work activities				2	1	1		4		2				10	\$ 1,680		\$ -	\$ 1,680	\$ 1,722
Data Review and Analysis of System Performance TM		1		20	2	12		8		2				45	\$ 8,465		\$ -	\$ 8,465	\$ 8,677
Air Header Modeling		1		20		4								25	\$ 4,505		\$ -	\$ 4,505	\$ 4,618
QC Hours Only			8											8	\$ 2,520		\$ -	\$ 2,520	\$ 2,583
<b>Sub-total</b>	<b>0</b>	<b>6</b>	<b>8</b>	<b>90</b>	<b>27</b>	<b>73</b>	<b>0</b>	<b>84</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>292</b>	<b>\$ 56,070</b>	<b>\$ 3,475</b>	<b>\$ 3,475</b>	<b>\$ 59,545</b>	<b>\$ 60,947</b>
<b>Task 002.5 HVAC Improvements Pre-Design</b>																			
Site visit and as-built verification		1					8							9	\$ 1,945	\$ 25	\$ 25	\$ 1,970	\$ 2,019
Draft TM		1		16	8		40			4		4		73	\$ 14,585		\$ -	\$ 14,585	\$ 14,950
Virtual review meeting		2					4							6	\$ 1,370		\$ -	\$ 1,370	\$ 1,404
Final TM		1		4	2		4			2		2		15	\$ 2,905		\$ -	\$ 2,905	\$ 2,978
Develop Design Phase Scope and Budget	2	2					1							5	\$ 1,290		\$ -	\$ 1,290	\$ 1,322
QC Hours Only			3						6					9	\$ 2,505		\$ -	\$ 2,505	\$ 2,568
<b>Sub-total</b>	<b>2</b>	<b>7</b>	<b>3</b>	<b>20</b>	<b>10</b>	<b>0</b>	<b>57</b>	<b>0</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>117</b>	<b>\$ 24,600</b>	<b>\$ 25</b>	<b>\$ 25</b>	<b>\$ 24,625</b>	<b>\$ 25,240</b>
<b>Hours</b>	<b>14</b>	<b>63</b>	<b>25</b>	<b>162</b>	<b>112</b>	<b>103</b>	<b>66</b>	<b>84</b>	<b>6</b>	<b>36</b>	<b>23</b>	<b>6</b>	<b>30</b>	<b>730</b>					
<b>Fee</b>	<b>\$3,850</b>	<b>\$16,695</b>	<b>\$7,875</b>	<b>\$25,920</b>	<b>\$29,120</b>	<b>\$26,780</b>	<b>\$13,860</b>	<b>\$10,920</b>	<b>\$1,560</b>	<b>\$5,760</b>	<b>\$4,370</b>	<b>\$960</b>	<b>\$2,700</b>		<b>\$ 150,370</b>	<b>\$ 5,675</b>	<b>\$ 5,675</b>	<b>\$ 156,045</b>	
<b>Escalation</b>															<b>\$ 3,759</b>				
<b>Total</b>																			<b>\$ 159,804</b>

## **Bid Award Consent Agenda (Verbiage Only)**

\$286,149.72 Selby Bridge Company, Inc. NE 3<sup>rd</sup> Avenue Bridge Seismic Retrofit Project  
Pay Estimate 11 (Submitted by Steve Wall, Public Works Director)

*Verbiage Only templates do NOT get attached to meeting materials or published.*



# Staff Report

September 19, 2022 - Regular Meeting

Resolution No. 22-012 Supporting a Criminal Justice Training Facility in Vancouver, Washington

Presenter: Mitch Lackey, Chief of Police

Time Estimate: 5 minutes

Phone	Email
360.817.1502	mlackey@cityofcamas.us

**BACKGROUND:** This item was introduced, and a Summary provided, at the September 16, 2022 City Council Workshop meeting.

The City of Camas is in support of this proposal as it would efficiently allow for our police officers to receive the necessary training and certification. The City desires to send its support, through this Resolution, to those at the state level who are actively working on this proposal.

**RECOMMENDATION:** Staff recommends Council adopt this resolution.

## RESOLUTION NO. 22-012

A RESOLUTION expressing the City Council's support for a Criminal Justice Training Commission ("CJTC") regional police training campus in the southwest Washington region.

WHEREAS, public safety and criminal justice professionals and first responders are essential to providing public safety; and

WHEREAS, for the past several years, law enforcement agencies across the county have experienced an increase in law enforcement resignations and retirements and a decrease in law enforcement professional applications and new hires; and

WHEREAS, many law enforcement agencies in our region, including Camas Police Department, estimate large percentages of their staff will become eligible for retirement within the next few years and as a result anticipate an increased rate of retirements to continue for some time; and

WHEREAS, the need to recruit new law enforcement professionals in Southwest Washington creates an increased demand for CJTC's Basic Law Enforcement Academy ("BLEA") training; and

WHEREAS, in July 2022, Governor Jay Inslee announced his vision to create regional police academies in order to attract quality people within a 50-mile radius who can commute to and from an academy every day and who will then serve their own communities upon graduation; and

WHEREAS, creating a regional public safety training academy in southwest Washington strongly enhances the City of Camas' ability to equitably recruit and train future peace officers from Camas and nearby communities; and

WHEREAS, removing the barrier for new applicants of living five months away from their families in order to attend the BLEA increases opportunities for those who may be single parents or the sole care provider to vulnerable family members; and

WHEREAS, a local regional public safety academy improves community engagement and outreach efforts by increasing equitable access to all, and by providing more opportunities for female and persons from our underrepresented communities of color to become local peace officers; and

WHEREAS, as southwest Washington communities continue to grow and our population density increases, a long-term investment from the State of Washington ensures a strong CJTC relationship; and

WHEREAS, a southwest Washington CJTC footprint also enhances capacity for local public safety agencies to provide state: mandated training, such as 1-940 requirements, and de-escalation training; and

WHEREAS, a southwest Washington contemporary regional training facility portrays a strong vision of investment in community safety and careers for those who choose a life of service to others.

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

The City Council hereby expresses its support for a Criminal Justice Training Commission regional police training campus in the southwest Washington region.

ADOPTED by the Council at a regular meeting this \_\_\_\_\_ day of September 2022.

SIGNED: \_\_\_\_\_  
Mayor



ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney