



## City Council Regular Meeting Agenda Monday, May 05, 2025, 7:00 PM Council Chambers, 616 NE 4th AVE

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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 observe the meeting** (no public comment ability)

- go to <https://vimeo.com/event/5104096>

### **To participate in the meeting** (able to public comment)

- go to <https://us06web.zoom.us/j/82525742145>

(public comments may be submitted to [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us))

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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.

## **CONSENT AGENDA**

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

1. [April 21, 2025 Camas City Council Regular and Workshop Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [\\$642,596.84 to Parametric, Inc. for the Downtown Regional Storm Treatment Bid Award](#)  
(Submitted by Rob Charles, Utilities Manager)
4. [\\$586,864.42 to Grade Werks Excavating, LLC, for Lacamas Meadows Pump Station 1 Force Main and Odor Control Bid Award with up to 10% change order authorization](#)  
(Submitted Rob Charles, Utilities Manager)
5. [\\$66,795 DKS Associates Camas Transportation Plan and Traffic Impact Fee Update Professional Services Agreement Amendment No. 8](#)  
(Submitted by James Carothers)

6. [\\$642,596.84 to Parametric, Inc. for the Crown Park Regional Storm Treatment Bid Award](#)  
(Submitted by Rob Charles, Utilities Manager)
7. [\\$10,066.00 PBS Engineering and Environmental, Citywide Horizontal Curve Safety Project Professional Services Agreement Supplement 2](#)  
(Submitted by James Carothers)

#### **NON-AGENDA ITEMS**

8. Staff
9. Council

#### **MAYOR**

10. Mayor Announcements
11. [Water Safety Month Proclamation](#)
12. [Asian American, Native Hawaiian, and Pacific Islander Month Proclamation](#)

#### **MEETING ITEMS**

13. [Resolution No. 25-004 Setting a Public Hearing Concerning the Proposed Vacation of SE Bybee Road](#)  
[Presenter: James Carothers, Engineering Manager](#)  
[Time Estimate: 5 minutes](#)
14. [Public Hearing - Ordinance No. 25-005 Accessory Dwelling Unit Interim Ordinance Extension](#)  
[Presenter: Alan Peters, Community Development Director](#)  
[Time Estimate: 10 minutes](#)
15. [Resolution No. 25-005 Parklands at Camas Meadows Development Agreement Amendment](#)  
[Presenter: Alan Peters, Community Development Director](#)  
[Time Estimate: 5 minutes](#)

#### **PUBLIC COMMENTS**

#### **EXECUTIVE SESSION**

16. Executive Session - Topic: Property Acquisition (RCW 42.30.110)  
Time Estimate: 10 Minutes

#### **CLOSE OF MEETING**



**City Council Workshop Minutes – Draft**  
**Monday, April 21, 2025, 4:30 PM**  
**Council Chambers, 616 NE 4th AVE**

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

## **CALL TO ORDER**

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

## **ROLL CALL**

**Present:** Council Members Marilyn Boerke, Martin Elzingre, Tim Hein, Leslie Lewallen, John Nohr, Jennifer Senescu, and John Svilarich

**Staff:** Sydney Baker, James Carothers, Rob Charles, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Alan Peters, Doug Quinn, Bryan Rachal, Heidi Steffensen, Alicia Stevens, Matthew Thorup and Connie Urquhart

**Press:** Kelly Moyer, Camas-Washougal Post Record

## **PUBLIC COMMENTS**

Randal Friedman, Camas, commented about the mill.

## **WORKSHOP TOPICS**

1. Extension of Interim Accessory Dwelling Unit Code Amendments  
 Presenter: Alan Peters, Community Development Director

A public hearing for this item will be placed on the May 5, 2025 City Council Regular Meeting agenda.

2. Our Camas 2045 - Housing and Economic Development Element Updates  
 Presenter: Alan Peters, Community Development Director

This item was for Council's information only.

3. City of Camas 2024 Financial Performance Presentation  
 Presenter: Cathy Huber Nickerson, Finance Director

This item was for Council's information only.

4. PACE (Tyler Technologies ERP) Enterprise Asset Management Module Go-Live Presentation  
 Presenter: Cathy Huber Nickerson, Finance Director, Rob Charles, Interim Public

Works Director, and Will Noonan, Operations Manager

This item was for Council's information only.

5. Professional Services Agreements for Downtown Stormwater Infiltration Vaults  
Presenter: Rob Charles, Utilities Manager

This item will be placed on the May 5, 2025 City Council Regular Meeting Consent Agenda for Council's consideration.

6. Construction Award for Lacamas Meadows Force Main Replacement  
Presenter: Rob Charles, Utilities Manager

This item will be placed on the May 5, 2025 City Council Regular Meeting Consent Agenda for Council's consideration.

7. Citywide Horizontal Curve Safety Project Professional Services Agreement  
Supplement 2  
Presenter: James Carothers, Engineering Manager

This item will be placed on the May 5, 2025 City Council Regular Meeting Consent Agenda for Council's consideration.

8. Camas Transportation Plan and Traffic Impact Fee Update Professional Services Agreement Amendment  
Presenter: James Carothers, Engineering Manager

This item will be placed on the May 5, 2025 City Council Regular Meeting Consent Agenda for Council's consideration.

9. Staff Miscellaneous Updates  
Presenter: Doug Quinn, City Administrator

Quinn commented about the City's Strategic Plan.

Jones commented about the Camas Police Department 2024 Annual Report.

Rachal thanked Tammy Connolly for 25 years with the City of Camas and Krista Bashaw for 30 years with the City of Camas.

Peters commented about Discovery Recovery.

## **COUNCIL COMMENTS AND REPORTS**

Lewallen commented about homelessness and the Parkland Development Agreement Amendment. Lewallen welcomed Council Member Elzingre, congratulated Red Door Gallery on their one-year anniversary and thanked Council Member Hein for his efforts on the C-TRAN Board.



Senescu welcomed Council Member Elzingre and attended a Georgia Pacific (GP) Mill Clean-Up meeting.

Boerke commented about the GP Mill Clean-Up, the Livingston Building and the Port of Camas-Washougal Strategic Plan open house.

Hein welcomed Council Member Elzingre and commented about the Regional Fire Authority (RFA), fluoride, per- and polyfluoroalkyl substances (PFAS) and the Parklands Development Agreement Amendment. Hein provided an update on the C-TRAN Board Meeting.

Nohr requested an updated timeline on the construction at Crown Park and thanked Chief Jones and the Camas Police Department for their efforts. Nohr attended a strategic plan work session and thanked department directors for their work.

Svilarich attended the Planning Commission meeting, the Downtown Camas Association (DCA) merchant meeting and walked the Parkland Development property.

Elzingre thanked the Council.

Mayor Hogan reminded everyone to vote.

## **PUBLIC COMMENTS**

Darcy Smith, Camas, commented about wheelchair access.

## **CLOSE OF MEETING**

The meeting closed at 6:41 p.m.



**City Council Regular Meeting Minutes – Draft**  
**Monday, March 17, 2025, 7:00 PM**  
**Council Chambers, 616 NE 4th AVE**

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

## **CALL TO ORDER**

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

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

Present: Council Members Marilyn Boerke, Martin Elzingre, Tim Hein, Leslie Lewallen, John Nohr, Jennifer Senescu, and John Svilarich

Staff: Sydney Baker, James Carothers, Rob Charles, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Tina Jones, Alan Peters, Doug Quinn, Bryan Rachal, Heidi Steffensen Alicia Stevens, Matthew Thorup and Connie Urquhart

Press: Kelly Moyer, Camas-Washougal Post Record

## **OATH OF OFFICE**

1. Oath of Office – Martin Elzingre  
 Presenter: Shawn MacPherson, City Attorney

MacPherson administered the Oath of Office

**It was moved by Boerke, and seconded, to move the Non-Agenda Items – Council Comments to after the second public comment period. The motion carried.**

## **PUBLIC COMMENTS**

Glenn Welker, Camas, commented about crosswalks, public comments and a boat launch.

Tyler Sanders, Camas, commented about historic Camas and biking in the city.

## **CONSENT AGENDA**

2. April 7, 2025 Camas City Council Regular and Workshop Meeting Minutes
3. April 8, 2025 Camas City Council Special Meeting Minutes

*Meeting Minutes created by Sydney Baker.*

4. \$1,578,224.81 Automated Clearing House 701983 – 702037 and Claim Checks 160235 – 160346 Approved by Finance Committee
5. \$167,420.47 for March 2025 Emergency Medical Services (EMS) Write-off Billings for Monthly Uncollectable Balance of Medicare and Medicaid Accounts (Submitted by Cathy Huber Nickerson, Finance Director)

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

## **NON-AGENDA ITEMS**

6. Staff

There no were additional staff comments.

## **MAYOR**

8. Mayor Announcements

There were no Mayor comments.

9. Child Abuse Prevention Month Proclamation

Mayor Hogan proclaimed April 2025 as Child Abuse Prevention Month in the City of Camas.

10. Council Committee Assignments

**It was moved by Hein, and seconded, to approve the 2025 Mayor's Council Committee Assignments. The motion carried.**

## **MEETING ITEMS**

11. Public Hearing – Parklands at Camas Meadows Development Agreement Amendment  
Presenter: Alan Peters, Community Development Director

Mayor Hogan opened the public hearing at 7:36 p.m. The following citizens provided testimony:

Jamie Howsley  
Alison Livett  
Betty Peng  
Joe Holloway  
Ed Fisher  
Tyler Sanders  
Darcy Smith  
John Colgate

Ryan Walker  
Leslie C.  
David Tep

The public hearing closed at 8:01 p.m.

**It was moved by Nohr, and seconded, to draft a Resolution approving the development agreement for consideration at a future City Council meeting. The motion carried unanimously.**

## **PUBLIC COMMENTS**

No one from the public wished to speak.

## **NON-AGENDA ITEMS**

### **7. Council**

Nohr commented about having Council comments after public comments.

Boerke commented about the Council Committee Assignments and wished to register a no vote on the matter.

Hein commented about state mandates as well as citizen mandates placed upon the Council.

Elzingre commented on the Council Committee Assignments.

## **CLOSE OF MEETING**

The meeting closed at 8:14 p.m.



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

616 NE 4th Avenue  
Camas, WA 98607

PROJECT NO. STM24004

**Downtown Regional Storm Treatment**

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

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the Downtown Regional Storm Treatment.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than December 31, 2026, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed \$642,596.84 under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in Exhibit "A" (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in Exhibit "B".
  - b. The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant hereinafter "Work Product" in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.

All work product which may be produced or modified by the Consultant while performing the Services shall belong to the City, upon full payment of all monies owed to the Consultant under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to the City.

6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state and local laws, ordinances, and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
  - Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)
  - Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)
  - Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)
  - Civil Rights Restoration Act of 1987  
(Public Law 100-259)
  - Americans with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)
  - 49 CFR Part 21
  - 23 CFR Part 200
  - RCW 49.60.180

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

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



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

Lower Tier Covered Transactions

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

15. Intellectual Property.

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

magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Consultant may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:  
 Brian Monnin  
 City of Camas  
 616 NE 4th Avenue  
 Camas, WA 98607  
 PH: 360-817-7388  
 EMAIL: bmonnin@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Theo Prince  
 Parametrix, Inc.  
 1019 39<sup>th</sup> Ave SE, Suite 100  
 Puyallup, WA 98374  
 PH: 206-838-3971  
 EMAIL: tprince@parametrix.com

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF CAMAS:

Parametrix, Inc.:  
Authorized Representative

By \_\_\_\_\_

DocuSigned by:  
By   
40B7F37B56C04B1...

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

Print Name Richard Roche

Title \_\_\_\_\_

Title Senior Vice President

Date 4/16/2025

## EXHIBIT "A" SCOPE OF SERVICES

## SCOPE OF WORK

### City of Camas Downtown Stormwater Retrofit Project (DSRP)

#### INTRODUCTION

The City of Camas recently completed and submitted a Stormwater Management Action Plan (SMAP) which identified and selected basins within the City as higher priority areas with the least amount of existing stormwater control and high potential need. Preliminary engineering concepts were for two locations – Crown Park and Downtown. The City obtained two grants from the Department of Ecology (Ecology) to complete the design packages and estimates and prepare a follow-up request to fund construction. The preliminary sizing and siting will need additional design detail to address final treatment type selection (for performance, maintainability, and size for available area), utilities and subsurface conditions, and final hydraulic connections and site civil engineering. The project is funded by Washington State Department of Ecology (Ecology) Grant Agreement No. WQC-2025-Camas-00163 (for DSRP), and WQC-2025-Camas-00124 (for CPRP)

The project includes two catchments and project sites: the Downtown Stormwater Retrofit Project (DSRP) and the Crown Park Retrofit Project (CPRP). The Project will be prepared in design-level steps, with specific outcomes anticipated for each step. These steps will follow Ecology grant submittal and review requirements, as needed, and serve City needs for project progress and other inputs, such as permitting, cultural resources review, and inter-department review. The following design levels are included:

- 30 percent design level - operations and maintenance review, treatment alternative selection, preliminary utilities review, cultural resources review, and geotechnical exploration
- 60 percent design level – complete sheet set (Ecology review), preliminary cost estimate, basis of design technical memorandum (Ecology review)
- 90 percent design level – complete set (final Ecology review), cost estimates for grant, specifications

Additional tasks include cultural resources and permitting review, data collection (e.g. data gaps analysis, hydrology and hydraulics, survey, geotechnical), alternatives analysis, and project management. The work for each site is addressed separately in the scope and indicated by letter code, with “A” for DSRP and “B” for CPRP, except for Project Management Task 3.8, which is to be evenly split between the projects.

#### TASK 1 – RESERVED FOR CITY GRANT ADMINISTRATION

To align with the Grant Agreement task numbering this task number is not used by Parametrix. Task 1 is reserved for the City to track and administer the grant agreement directly with Ecology. Grant support is provided in Task 3.8.

## TASK 2A – CULTURAL AND ENVIRONMENTAL REVIEW AND PERMITTING (DSRP)

### Subtask 2A.1 – Reviews and Permitting

This subtask provides the cultural resources and environmental review to support the planning and design for the project.

#### Approach

- A Cultural Resources Review Form
- An Inadvertent Discovery Form
- The SEPA Checklist
- A list of other required local, state, tribal, and federal permits
- Preapplication conference permitting materials. One Parametrix staff member will attend the preapplication conference.

#### Assumptions

- Based on the Cultural Resources Review Form, Ecology will consult with the Department of Archaeology and Historic Preservation (DAHP) and the tribes. Parametrix will not coordinate with these parties.
- The City will submit the documents to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.
- The City will receive written notice from ECOLOGY prior to proceeding with any work, including geotechnical exploration. Work done prior to written notice to proceed shall not be eligible for reimbursement
- The Inadvertent Discovery Form will be developed based on the specific template provided by Ecology. The form will ultimately be kept onsite during construction.
- The SEPA Checklist will be based on City processes.
- The City will be responsible for the publication of all notices and announcements.
- All deliverables will be in PDF file format and hardcopies in accordance with City application requirements.
- The preparation of permit applications for wetlands or in-water work is not included in this scope of work, including documentation for Section 106 and the Endangered Species Act.

#### Deliverables

For the following deliverables, Parametrix will provide a City Review draft, an Ecology draft, a City review final, and an Ecology final:

- Ecology Cultural Resources Review Form
- Inadvertent Discovery Plan
- SEPA Checklist
- A list of other required local, state, tribal, and federal permits

## TASK 3A – DESIGN PLANS AND SPECIFICATIONS (DSRP)

### Subtask 3A.1 – Project Kick-off and Data Collection

The purpose of this subtask is to initiate the project and collect existing available data for review and use in the basis of design report and design package.

#### Approach

- Review existing available reports, including the SMAP, as-built drawings, utility drawings, City infrastructure database, GIS, property ownership maps, and other related data.
- Conduct a project staff and City staff kick-off meeting to discuss scope, schedule, project communications, and prepare a risk register.
- Prepare a brief data gaps email for City review to begin work on key data gaps found, if any.

#### Assumptions

- The Kick-off meeting will include 8 Parametrix staff and the Geotechnical subconsultant.
- The City will provide access to electronic versions of applicable data.
- The City will be responsible for addressing key data gaps, if any.
- This activity will be combined with the Task 3B.1 Kick-off

#### Deliverables

- Risk Register
- Data gaps email

### Subtask 3A.2 – Project Hydrology and Hydraulics

The purpose of this subtask is to assess and document the basin hydrology to size the treatment area using the selected proposed available treatment technology.

#### Approach

- Review existing modeling and prepare an updated hydrologic model of the basin considering current and future basin development. Future basin development could be used to provide regional stormwater treatment for redevelopment and infill development as well as retrofit existing conditions, provided Ecology requirements are met.
- Review the proposed hydraulic profile, including flow split location, hydraulic drop range through the treatment media, the elevation range of the proposed treatment cells and overflows, and the outlet pipe tie-in profile to the downstream storm sewer.
- Prepare a draft hydrology and hydraulics section for the basis of design technical memorandum (Ecology deliverable).

#### Assumptions

- Existing available hydrologic information used in the SMAP will be the initial basis for the hydrologic delineation.
- The City will provide GIS of existing and future proposed development in the basins.
- The City will provide as-constructed information of connected storm sewer systems in electronic form.

### Deliverables

- Draft hydrology and hydraulics sections for the basis of design technical memorandum.

### Subtask 3A.3 – Alternatives Analysis

The purpose of this subtask is to develop, evaluate, and coordinate retrofit options for the DSRP.

### Approach

- Prepare up to three retrofit options and evaluations for water quality best management practices.
- Lead a workshop to discuss the proposed retrofit project.
- Prepare an alternative analysis technical memorandum outlining the basis-of-design of the preferred alternative to describe the proposed project.

### Assumptions

- The alternatives analysis technical memorandum is not intended as a direct Ecology deliverable but may be included as an attachment to the design report to be developed under Subtask 3A.6.
- The workshop will include three Parametrix staff members. This workshop will be coordinated with Task 3B.3.
- The technical memorandum will be a maximum of 10 pages, not including attachments.
- The draft technical memorandum will be submitted to the City two weeks prior to the workshop.
- The City will identify the selected preferred alternative within two weeks following the workshop.

### Deliverables

- Draft and final technical memoranda to describe the project options and selected alternative.

### Subtask 3A.4 – Survey

The purpose of this subtask is to complete the property research, field control work, and topographic mapping, and develop the base map for the project.

### Approach

- Determine property boundary and rights-of-way.
- Coordinate utility locate.
- Survey the utility field-locates.
- Obtain topographic data for the existing site to practical extent of project area.
- Survey the location of geotechnical borings.
- Locate perimeter fences and gates.
- Survey existing stormwater conveyance features at anticipated connection to the existing system.

### Assumptions

- Parametrix will coordinate utility locate with a private company.
- Right of entry will be obtained from property owners by the City.
- City will coordinate access with property owners, if needed.



- Geotechnical borings and infiltration tests will be performed prior to mobilizing for the field survey.

#### Deliverables

- Basemap (PDF)
- CAD files for basemap

#### Subtask 3A.5 – Geotechnical (Shannon and Wilson)

##### Approach

Shannon and Wilson will begin with a half-day geologic reconnaissance to observe and evaluate conditions at the two vault sites, in coordination with the City and Parametrix.

Shannon and Wilson will organize and execute a geotechnical exploration program consisting of one exploration at the proposed stormwater vault location (DSRP). For the DSRP vault location, we propose to drill to a depth of 30 feet below the existing ground surface. Drilling will initially be performed using hollow stem auger, which allows for approximate measurements of the groundwater table, if encountered. If groundwater is detected in the exploration within the anticipated depth of the proposed DSRP vault (i.e. upper 10 to 15 feet), then a 2-inch diameter standpipe monitoring well will be installed to support evaluations related to construction dewatering. After the monitoring well is installed, a representative of Shannon & Wilson will visit the site to develop the well such that it has connectivity with the surrounding aquifer. To further support evaluations related to construction dewatering, a hydraulic conductivity test, consisting of a small-scale pumping test will be performed.

Select samples obtained from the explorations will be chosen for further evaluation using a laboratory testing program. The laboratory tests will depend on the soils encountered but may consist of grain size analyses and Atterberg limit testing.

Up to three design meetings will be held to discuss preliminary findings and proposed design coordination following completion of subsurface explorations at both sites.

Shannon and Wilson will prepare and submit a draft geotechnical engineering report providing the results of the field explorations and laboratory testing and providing conclusions and recommendations in support of design and construction of the Parametrix-developed solution(s). Shannon & Wilson's geotechnical analyses and design recommendations will include the following:

- Summarize subsurface conditions and develop soil engineering properties and design parameters at the proposed vault locations.
- Provide code-based seismic design parameters for the vaults based on ASCE 7-16.
- Provide foundation recommendations for the proposed vault structures including bearing capacity and total and differential settlement.
- Provide lateral earth pressures for the proposed vault structures.
- Perform an evaluation of geologic hazards based on the explorations including liquefaction potential.
- Provide recommendations for vault subgrade preparation, structural fill, and backfill materials.
- Provide construction considerations related to earthwork, temporary excavation, shoring, and conceptual dewatering considerations.

Once any comments on the draft report are received and addressed, Shannon and Wilson will produce and deliver a final geotechnical engineering report.

### Assumptions

- Shannon & Wilson will mark the proposed boring locations and call in a one-call utility locate. A private utility locator will also be retained as a secondary measure to locate conductible utilities.
- Vacuum excavation will be necessary to resolve/confirm location of existing utilities and is included in our fee estimate.
- Contaminated soils will not be encountered and cuttings can be disposed of at a facility that accepts clean fill.
- Drilling and sampling can be performed between the hours of 8AM to 5PM.
- If a monitoring well and associated flush mount vault is not installed, then the pavement will be patched with EZ-street pavement repair and hot mix asphalt will not be required.
- Shannon & Wilson can submit ROW permit applications to the City, but permit application fees, if required, will be waived and are not included in the scope and fee.
- Right of entry for drilling on private property, if required, will be obtained by the City or Parametrix.
- We anticipate traffic control will be necessary at the Downtown vault location and have included cost for one day of flaggers.
- Detailed dewatering calculations and estimated flow rates are not included in this scope and fee. Construction considerations related to construction dewatering will be conceptual.
- A topographic site survey will be made available for site analysis.
- Site-specific seismic design spectrum is not required, and a code-based seismic design spectrum will be used for design.
- Recommended mitigation of geologic hazards including liquefaction and lateral spreading, if identified as high hazards, is not included in this scope and fee.

### Deliverables

- Draft and final geotechnical engineering report.
- Draft and final geotechnical data report.

### Subtask 3A.6 – Design Report

The purpose of this subtask is to document the preferred alternative based on the guidelines of the Ecology grant award (Ecology 3.4).

### Approach

Parametrix will prepare a design report based on Ecology's Stormwater Design Deliverables Guidance for Ecology-funded stormwater projects, which will include:

1. Introduction
2. Basin Description
3. Site Description
4. Minimum Requirement/Core Element Analysis
5. Alternatives Considered
6. Design Analysis

7. Quantification of the Water Quality Benefit
8. Engineer's Opinion of Probable Cost
9. Proposed Schedule

Ecology will provide review comments. Parametrix will provide comment response (Ecology 3.5)

#### Assumptions

- Design report will be submitted with 60 percent design package (Subtask 3.7).
- Final design report with responses to Ecology comments on the draft report (Ecology 3.5) will be submitted prior to the 90 percent design package.

#### Deliverables

- Parametrix will provide a City review draft, an Ecology draft (Ecology 3.5), a City review final, and an Ecology final version of the design report.

#### Subtask 3A.7 – PS&E Bid Documents

This subtask develops the plans, specifications, engineer's opinion of cost (PS&E), and project schedule in a bid package for contractor procurement by the City. 30 percent, 60 percent, and 90 percent plans will be provided.

#### Approach

- Prepare 30 percent plan set (up to 12 sheets)(Ecology 3.2):
  - Cover Sheet
  - General Notes and Legend
  - Existing Conditions
  - Staging and Temporary Construction Areas
  - Demolition and TESC Plan with Temporary Bypass
  - Site Layout Plan
  - Grading
  - Connections and Drainage Plan
  - Stormwater treatment details (2 sheets)
  - Miscellaneous Details
  - Restoration Plan
- Prepare 60 percent plan set with engineer's opinion of cost, and outline of anticipated special provisions for City review (12 sheets)(Ecology 3.3).
  - Cover
  - General Notes and Legend
  - Existing Conditions
  - Staging and Temporary Construction Areas
  - Demolition and TESC Plan with Temporary Bypass
  - Site Layout Plan
  - Grading
  - Connections and Drainage Plan
  - Stormwater treatment details (2 sheets)
  - Miscellaneous Details

- Restoration Plan
- Prepare 90 percent plan set with complete draft specifications, engineer's opinion of cost, and project construction schedule for City and Ecology review (17 sheets)(Ecology 3.7).
  - Cover
  - General Notes and Legend
  - Survey and Alignment Control Plan
  - Existing Conditions
  - Staging and Temporary Construction Areas
  - Traffic Control
  - Demolition and TESC Plan with Temporary Bypass
  - TESC Details
  - Site Layout Plan with Control Points
  - Grading
  - Connections and Drainage Plan
  - Stormwater treatment details (2 sheets)
  - Drainage Profiles
  - Miscellaneous Details (2 sheets)
  - Restoration Plan
- Prepare comment resolution documentation after 90 percent review.

### Assumptions

- The City and Ecology review time will be 45 calendar days for the 60 percent plans. The city will resolve and provide one round of consolidated comments. Plan updates to address comments will be provided in the 90 percent plan set.
- Comment resolution documentation is provided only between 90 percent and final plan sets.
- Up to two meetings for comment resolution with City staff are included.
- The City and Ecology review time will be 45 calendar days for the 90 percent design package. The City will resolve and provide one round of consolidated comments.
- The City will provide information and resolve any issues related to the existing drainage easement and coordinate temporary site and use impacts, resolve private property issues, and address community comments and impact concerns.
- Technical specifications special provisions will be prepared in WSDOT/APWA format.
- Specifications will be delivered in an electronic format (Word).
- Division 00 and 01 specifications will be prepared by the City.
- Engineer's opinion of cost will be delivered in an electronic format.

### Deliverables

- 30 percent plan set
- 60 percent plans, engineer's opinion of cost, and list of special provisions
- 90 percent plans, full draft specifications, engineer's opinion of cost, and construction schedule for full internal City and Ecology review (Ecology 3.7)

- Comment resolution form for 90 percent plans (Ecology 3.8)

### Subtask 3.8 – Project Management

The purpose of this subtask is to provide overall project management of the consultant contract with the City. The effort will be evenly divided between the DSRP and CPRP.

#### Approach

- Document and communicate the scope of work, budget, and schedule.
- Use Parametrix in-house tools to track budget and schedule.
- Conduct monthly design team meetings and document project design decisions.
- Prepare progress reports and monthly invoices for services performed by Parametrix and subconsultants.
- Prepare scope of work and costs to complete final design and permit documents for final design and permitting.
- Provide grant support for construction phase.
- Provide Ecology-required information for grant administration.

#### Assumptions

- Project duration is 9 months.
- Budget assumes 9 monthly client meetings and 12 consultant team meetings.

#### Deliverables

- Monthly progress reports enclosed with invoices
- Ecology grant administration data
- Draft and final scope of work for Final design and permitting.
- Construction grant materials

### TASK 4 – RESERVED FOR CITY (PROJECT CLOSEOUT)

To align with the Grant Agreement task numbering this task number is not used by Parametrix. Task 4 is reserved for the City to close out the project with Ecology.

EXHIBIT “B”  
COSTS AND BILLING RATES FOR SCOPE OF SERVICES

			Cost Rates:																						Billing Rates:																					
					Bobby Golembewski		Paul S. Fenot		Seth Solad		Steve Wagner				Theo Prince		Clara Olson		Alex Van Kirk		Arianna Freuder		Jennifer Hughes		Tait Elder				Chad Tinsley				Kainoa Little		Brady McGarry				Debra M. Fetherston		Susan Swift		Jessica Javris			
					Project Coordinator		Project Advisor		Engineer IV		Senior Structural Engineer		Project Manager		Engineer III		Engineer III		Engineer III		Senior Planner		Sr. Consultant (Cultural Resources)		Senior GIS Analyst		Cultural Resources Specialist III		Survey Supervisor		Surveyor III		Surveyor II		Publications Supervisor		Technical Editor		Sr. Project Accountant							
			\$33.12		\$108.07		\$58.15		\$83.32		\$73.85		\$49.92		\$41.47		\$45.40		\$70.42		\$83.33		\$53.51		\$44.00		\$67.31		\$50.00		\$43.57		\$53.40		\$41.25		\$41.99									
			\$107.64		\$351.23		\$188.99		\$270.79		\$239.36		\$162.24		\$134.78		\$147.55		\$228.87		\$270.82		\$173.91		\$143.00		\$218.76		\$162.50		\$141.60		\$173.55		\$134.06		\$136.47									
Task	Subtask	Description	Labor Dollars	Labor Hours																																										
01		Grant and Loan Administration/Management	\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
01			\$0.00	0																																										
02A		Cultural and Environmental Review and Permitting (DSRP)	\$14,262.89	72	0	0	0	0	0	2	0	0	0	0	38	4	0	28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					
02A	01	Submit Documentation to Ecology (2.1)	\$5,326.65	33																																										
02A	01	Submit SEPA Checklist to Ecology (2.3)	\$6,647.58	29																																										
02A	01	Prepare List of Required Permits (2.5)	\$2,288.65	10																																										
02A			\$0.00	0																																										
02B		Cultural and Environmental Review and Permitting (CPRP)	\$14,262.89	72	0	0	0	0	0	2	0	0	0	38	4	0	28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
02B	01	Submit Documentation to Ecology (2.1)	\$5,326.65	33																																										
02B	01	Submit SEPA Checklist to Ecology (2.3)	\$6,647.58	29																																										
02B	01	Prepare List of Required Permits (2.5)	\$2,288.65	10																																										
02B			\$0.00	0																																										
03A		Design Plans and Specifications (DSRP)	\$49,317.26	259	2	14	0	13	32	38	16	36	1	0	22	1	36	24	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
03A	01	Project Kick-off and Data Collection	\$8,320.39	47	2	4		1	4	16	16		1		2	1																														
03A	02	Project Hydrology and Hydraulics	\$11,790.55	68		2			8	6		32																																		
03A	03	Alternatives Analysis	\$6,729.58	32		6			6	16		4			20																															
03A	04	Survey	\$15,652.46	86					2								36	24	24																											
03A	05	Geotechnical (Coordinated with Shannon and Wilson)	\$6,824.29	26		2		12	12																																					
03A			\$0.00	0																																										
03A	06	Design Report	\$45,913.60	272	0	6	0	0	34	88	52	40	0	0	24	0	0	0	0	14	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						
03A	06	Prepare Draft Basis of Design Report	\$25,628.14	154		2			16	48	32	16		</																																

## EXHIBIT “C”

### TITLE VI ASSURANCES

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

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



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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

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



Public Works Department

May 6, 2025

Mr. Ali Abu Nawwas  
Grade Werks Excavating LLC  
PO Box 1349  
Battle Ground, WA 98604

**Subject:** *Notice of Award – Lacamas Meadows Pump Station Phase 1 Force Main Replacement and Odor Control. City Project: SWR24003A*

Dear Ali Abu Nawwas

The purpose of this letter is to advise you that your company was awarded the contract for the above referenced project at the City Council Meeting on May 5, 2025, for your bid price of \$585,864.42.

Please email us the following as soon as possible, prior to the preconstruction meeting:

- One signed contract
- Contract Bond
- Declaration of Option for Investment of Retained Percentage or Retainage Bond

Please submit the following items at the preconstruction conference:

- Original documents for the above listed items.
- ACORD Certificate of Insurance specifically naming the following as additional insured:
  - The City of Camas and its officers, elected officials, employees, agents, and volunteers
- List of subcontractors
- Intent To Pay Prevailing Wages, including subcontractors
- Letter identifying your E.E.O. Officer
- Letter identifying your superintendent and two after-hours emergency telephone numbers
- Construction schedule
- Traffic Control Plan

Please contact Rob Charles at 360-817-7003 or [rcharles@cityofcamas.us](mailto:rcharles@cityofcamas.us) to schedule a pre-construction conference or with any comments or questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rob Charles", is written over a light blue horizontal line.

Rob Charles  
Public Works Director

cc: Jennifer Hertz, Madison Phillips, file



**CITY OF CAMAS  
PROFESSIONAL SERVICES AGREEMENT  
Amendment No. 8**

616 NE 4th Avenue  
Camas, WA 98607

**Project No. T1002 (STR23001)**

**CAMAS TRANSPORTATION PLAN AND TRAFFIC IMPACT FEE UPDATE**

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of \_\_\_\_\_, by and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **DKS Associates** 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 January 16, 2018, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

1. **Scope of Services.** Consultant agrees to perform additional services as identified on **Exhibit "A"** (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses, for an amount not-to-exceed \$66,795.
  - 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 December 31, 2025.
  - b. ☐ Unchanged from Original/Previous Contract date of \_\_\_\_\_, 20\_\_\_\_

Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement.
3. **Payment.** Based on the Scope of Services and assumptions noted in **Exhibit "A"**, Consultant proposes to be compensated on a time and material basis per **Exhibit "B"** (Costs for Scope of Services) with a total estimated not to exceed fee of:
  - a. Previous not to exceed fee: \$299,415.00
  - b. Amendment No. 8 for \$66,795.00
  - c. **Total: \$366,210.00**
  - d. Consultant billing rates:
    - ☒ Modification to Consultant Billing Rates per **Exhibit "C"** attached herein
    - ☐ Unchanged from Original/Previous 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:

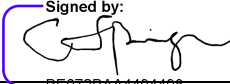
By: \_\_\_\_\_

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

Title: \_\_\_\_\_

DKS ASSOCIATES:

***Authorized Representative***

By: \_\_\_\_\_  
  
Signed by: BE072BAA4494496...

Print Name: **Carl Springer**

Title: **Principal**

Date: **4/24/2025**

**EXHIBIT “A”  
AMENDED SCOPE OF SERVICES**



## Scope of Work:

### Camas Transportation Plan and Traffic Impact Fee Update

The following tasks and budget will be amended into the current contract.

The objective of the amendment is to update the prior forecasting and future analysis conducted for the Camas Transportation Plan and Traffic Impact Fee Update to a 2045 horizon year and consistent with the 2025 Clark County Comprehensive Plan and regional RTC travel demand models.

### Task 11 – Update Future Conditions and Project List for Consistency with Clark County Comprehensive Plan Land Use

#### Work Activities:

##### Task 11.1 Future Baseline Conditions Analysis Update

- Refine the current regional travel demand models (2020 base year and 2044 future year) link network and centroid connectors to support study intersection volume forecasts (PM peak hour).
- Review TAZ land use allocations in base and future model. Update land use and trip tables to incorporate the North Shore Plan zoning designations and growth projections. Document land use growth projections (residential and employment) by TAZ in map format.
- Document regional projects that are assumed to be funded and constructed by 2045 and are incorporated in the SWRTC model.
- Forecast 2045 PM peak hour baseline traffic volumes at 50 study intersections.
- Conduct an operations analysis of 50 study intersections under 2045 PM peak hour baseline conditions and identify deficiencies.
- If operational deficiencies are identified, one revised 2050 model runs will be conducted to test additional roadway network or capacity improvements needed to support growth.
- Identify additional needs to support walking, biking and transit travel in new growth areas to 2045.

##### Task 11.2 Evaluate Potential Solutions

- Review draft transportation plan projects from prior analysis and verify they are still needed or remove from project list.
- Evaluate potential new roadway and intersection capacity solutions to address forecasted operational deficiencies and update project list with new solutions.
- Update project figures to incorporate changes to pedestrian, bicycle and roadway network projects.





- Attend and present technical materials at one meeting with city staff to discuss potential solutions and priorities.

**Deliverables:**

- *Revised Draft Transportation Plan*

**Task 11.3 Prepare Draft TIF Methodology Report**

- Update capital cost assumptions for long range projects identified in recent TSP update.
- Confirm TIF adjustment factors that take into account non-eligible factors, such as improvements outside the curb-to-curb section and assumptions for other (non TIF) funding sources.
- Confirm the current level of service for existing City intersection facilities.
- Compile travel demand growth forecasts for up to two subdistricts.
- Prepare capital cost index assumptions.
- Confirm trip generation and trip-link assumptions by land use category per ITE Handbook and City staff input.
- Identify recent WA State requirements for addressing middle housing impact fees per laws and guidelines contained in RCW 82.02.050-090 plus amendments by the Washington State Legislature in 2023 that require impact fees to be scaled based on home size and/or housing types. Per RCW 82.02.060. Discuss and illustrate alternatives for addressing fee scaling with City staff.
- Participate in monthly coordination meetings with City staff and DKS (up to 6 video meetings).
- Prepare Draft TIF Methodology Report for internal review.

**Task 11.4 Finalize and Present TIF Methodology**

- Review draft TIF Methodology with City staff and obtain edits in track changes format.
- Prepare TIF Presentation and assist City staff at City Council work session or hearing (up to two in person meetings).
- Review and comment on TIF Ordinance provided by City staff.
- Prepare Final TIF Methodology Report

**Deliverables:**

- *Final TIF Methodology Report*
- *TIF Update Presentation*
- *Participation in up to two (2) meetings with City Council*

**EXHIBIT “B”  
AMENDED COSTS FOR SCOPE OF SERVICES**

		DKS						FCS				
		Principal	Project Manager	Planner	VISUM Modeler	Engineer Associate	Graphics/ GIS	Principal Economist	Project Manager	Admin		
<b>CAMAS TRANSPORTATION PLAN - BUDGET ESTIMATE</b>		<b>\$280</b>	<b>\$265</b>	<b>\$215</b>	<b>\$185</b>	<b>\$140</b>	<b>\$180</b>	<b>\$325</b>	<b>\$245</b>	<b>\$105</b>		
<b>Task 11</b>	<b>Update Future Deficiencies and Solutions</b>											
<b>11.1</b>	<b>Future Baseline Conditions Analysis Update</b>											
	Prepare Base and Future Forecast Models			8	40	12						
	Develop TAZ Land Use Allocations		2	4	24	8						
	Forecast 2045 PM Peak Hour Volumes	1	2	2	24	16						
	Future Intersection Operations Analysis		1	4		16						
	Identify Future System Deficiencies and Needs	1	2	8		8						
<b>11.2</b>	<b>Evaluate Potential Solutions</b>											
	Develop Potential Solutions	2	2	8		16						
	Update Project List	1	2	4		4						
	Update Project Figures		1	2		2	8					
	Revised Draft Transportation Plan	2	2	2	1	4	1					
<b>11.3</b>	<b>Prepare Draft TIF Methodology Report</b>											
	Update project list and costs							4	8			
	Update TIF inputs and factors							6	6			
	Address middle housing impact fee requirements							4	2			
	Monthly coordination meetings							6	6			
	Draft TIF Methodology Report							2	4	4		
<b>11.4</b>	<b>Finalize and Present TIF Methodology</b>											
	Prepare TIF Presentation							6	8			
	Review and comment on TIF Ordinance							4	4			
	Final TIF Methodology Report							2	4	2		
											<b>TOTAL</b>	
	HOURS	7	14	42	89	86	9	34	42	6	<b>329</b>	
	BUDGET	\$1,960	\$3,710	\$9,030	\$16,465	\$12,040	\$1,620	\$11,050	\$10,290	\$630	<b>\$66,795</b>	

**EXHIBIT “C”  
CONSULTANT BILLING RATES**



<b>Fee Schedule</b> <b>Effective January 1, 2025 through December 31, 2025</b>					
<i><b>ENGINEERS and PLANNERS</b></i>				<i><b>TECHNICIANS and SUPPORT STAFF</b></i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 9	95.00	Grade 40	250.00	Tech Level M	95.00
Grade 10	100.00	Grade 41	255.00	Tech Level N	100.00
Grade 11	105.00	Grade 42	260.00	Tech Level O	105.00
Grade 12	110.00	Grade 43	265.00	Tech Level P	110.00
Grade 13	115.00	Grade 44	270.00	Tech Level Q	115.00
Grade 14	120.00	Grade 45	275.00	Tech Level R	120.00
Grade 15	125.00	Grade 46	280.00	Tech Level S	125.00
Grade 16	130.00	Grade 47	285.00	Tech Level T	130.00
Grade 17	135.00	Grade 48	290.00	Tech Level U	135.00
Grade 18	140.00	Grade 49	295.00	Tech Level V	140.00
Grade 19	145.00	Grade 50	300.00	Tech Level W	145.00
Grade 20	150.00	Grade 51	305.00	Tech Level X	150.00
Grade 21	155.00	Grade 52	310.00	Tech Level Y	155.00
Grade 22	160.00	Grade 53	315.00	Tech Level Z	160.00
Grade 23	165.00	Grade 54	320.00	Tech Level AA	165.00
Grade 24	170.00	Grade 55	325.00	Tech Level AB	170.00
Grade 25	175.00	Grade 56	330.00	Tech Level AC	175.00
Grade 26	180.00	Grade 57	335.00	Tech Level AD	180.00
Grade 27	185.00	Grade 58	340.00	Tech Level AE	185.00
Grade 28	190.00	Grade 59	345.00	Tech Level AF	190.00
Grade 29	195.00	Grade 60	350.00	Tech Level AG	195.00
Grade 30	200.00	Grade 61	355.00	Tech Level AH	200.00
Grade 31	205.00	Grade 62	360.00	Tech Level AI	205.00
Grade 32	210.00	Grade 63	365.00	Tech Level AJ	210.00
Grade 33	215.00	Grade 64	370.00	Tech Level AN	230.00
Grade 34	220.00	Grade 65	375.00	Tech Level AO	235.00
Grade 35	225.00	Grade 66	380.00	Tech Level AP	240.00
Grade 36	230.00	Grade 67	385.00		
Grade 37	235.00	Grade 68	390.00		
Grade 38	240.00	Grade 69	395.00		
Grade 39	245.00	Grade 70	400.00		
<ul style="list-style-type: none"> <li>All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.</li> </ul>					



## Expert Witness and Deposition Fee Schedule

*Effective January 1, 2025 through December 31, 2025*

<i>ENGINEERS and PLANNERS</i>				<i>TECHNICIANS and SUPPORT STAFF</i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 7	115.00	Grade 40	360.00	Tech Level L	95.00
Grade 8	125.00	Grade 41	370.00	Tech Level M	100.00
Grade 9	130.00	Grade 42	380.00	Tech Level N	105.00
Grade 10	135.00	Grade 43	390.00	Tech Level O	110.00
Grade 11	140.00	Grade 44	400.00	Tech Level P	115.00
Grade 12	145.00	Grade 45	410.00	Tech Level Q	120.00
Grade 13	150.00	Grade 46	420.00	Tech Level R	125.00
Grade 14	155.00	Grade 47	430.00	Tech Level S	130.00
Grade 15	160.00	Grade 48	440.00	Tech Level T	135.00
Grade 16	165.00	Grade 49	450.00	Tech Level U	140.00
Grade 17	175.00	Grade 50	460.00	Tech Level V	145.00
Grade 18	185.00	Grade 51	470.00	Tech Level W	150.00
Grade 19	195.00	Grade 52	480.00	Tech Level X	155.00
Grade 20	215.00	Grade 53	490.00	Tech Level Y	160.00
Grade 21	220.00	Grade 54	500.00	Tech Level Z	165.00
Grade 22	225.00	Grade 55	510.00	Tech Level AA	170.00
Grade 23	230.00	Grade 56	520.00	Tech Level AB	175.00
Grade 24	235.00	Grade 57	530.00	Tech Level AC	180.00
Grade 25	240.00	Grade 58	540.00	Tech Level AD	185.00
Grade 26	245.00	Grade 59	550.00	Tech Level AE	190.00
Grade 27	250.00	Grade 60	560.00	Tech Level AF	195.00
Grade 28	255.00	Grade 61	570.00	Tech Level AG	200.00
Grade 29	260.00	Grade 62	580.00	Tech Level AH	205.00
Grade 30	265.00	Grade 63	590.00		
Grade 31	270.00	Grade 64	600.00		
Grade 32	280.00	Grade 65	610.00		
Grade 33	290.00	Grade 66	620.00		
Grade 34	300.00	Grade 67	630.00		
Grade 35	310.00	Grade 68	640.00		
Grade 36	320.00	Grade 69	650.00		
Grade 37	330.00	Grade 70	660.00		
Grade 38	340.00				
Grade 39	350.00				

- Project expenses will be billed at *cost plus 15 percent* for service and handling. Project expenses include project-related costs such as transportation, subsistence, reproduction, postage, telephone, computer charges, and subcontractor services.
- All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.
- Rate schedule includes billing rates for personnel who might support investigation and preparation.



## CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue  
Camas, WA 98607

PROJECT NO. STM24003

### Crown Park Regional Storm Treatment

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

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the Crown Park Regional Storm Treatment.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than December 31, 2026, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed \$642,596.84 under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in Exhibit "A" (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in Exhibit "B".
  - b. The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant hereinafter "Work Product" in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.

All work product which may be produced or modified by the Consultant while performing the Services shall belong to the City, upon full payment of all monies owed to the Consultant under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to the City.

6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state and local laws, ordinances, and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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



2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
  - Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)
  - Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)
  - Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)
  - Civil Rights Restoration Act of 1987  
(Public Law 100-259)
  - Americans with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)
  - 49 CFR Part 21
  - 23 CFR Part 200
  - RCW 49.60.180

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

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

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

Lower Tier Covered Transactions

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

15. Intellectual Property.

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

magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Consultant may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:  
 Brian Monnin  
 City of Camas  
 616 NE 4th Avenue  
 Camas, WA 98607  
 PH: 360-817-7388  
 EMAIL: [bmonnin@cityofcamas.us](mailto:bmonnin@cityofcamas.us)

Notices to Consultant shall be sent to the following address:

Theo Prince  
 Parametrix, Inc.  
 1019 39<sup>th</sup> Ave SE, Suite 100  
 Puyallup, WA 98374  
 PH: 206-838-3971  
 EMAIL: [tprince@parametrix.com](mailto:tprince@parametrix.com)

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF CAMAS:

Parametrix, Inc.:  
Authorized Representative

By \_\_\_\_\_

By  \_\_\_\_\_  
40B7F37B5CC04B1...

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

Print Name Richard Roche

Title \_\_\_\_\_

Title Senior Vice President

Date 4/16/2025

## EXHIBIT “A” SCOPE OF SERVICES

## SCOPE OF WORK

### City of Camas Crown Park Retrofit Project (CPRP)

#### INTRODUCTION

The City of Camas recently completed and submitted a Stormwater Management Action Plan (SMAP) which identified and selected basins within the City as higher priority areas with the least amount of existing stormwater control and high potential need. Preliminary engineering concepts were for two locations – Crown Park and Downtown. The City obtained two grants from the Department of Ecology (Ecology) to complete the design packages and estimates and prepare a follow-up request to fund construction. The preliminary sizing and siting will need additional design detail to address final treatment type selection (for performance, maintainability, and size for available area), utilities and subsurface conditions, and final hydraulic connections and site civil engineering. The project is funded by Washington State Department of Ecology (Ecology) Grant Agreement No. WQC-2025-Camas-00163 (for DSRP), and WQC-2025-Camas-00124 (for CPRP).

The project includes two catchments and project sites: the Downtown Stormwater Retrofit Project (DSRP) and the Crown Park Retrofit Project (CPRP). The Project will be prepared in design-level steps, with specific outcomes anticipated for each step. These steps will follow Ecology grant submittal and review requirements, as needed, and serve City needs for project progress and other inputs, such as permitting, cultural resources review, and inter-department review. The following design levels are included:

- 30 percent design level - operations and maintenance review, treatment alternative selection, preliminary utilities review, cultural resources review, and geotechnical exploration
- 60 percent design level – complete sheet set (Ecology review), preliminary cost estimate, basis of design technical memorandum (Ecology review)
- 90 percent design level – complete set (final Ecology review), cost estimates for grant, specifications

Additional tasks include cultural resources and permitting review, data collection (e.g. data gaps analysis, hydrology and hydraulics, survey, geotechnical), alternatives analysis, and project management. The work for each site is addressed separately in the scope and indicated by letter code, with “A” for DSRP and “B” for CPRP, except for Project Management Task 3.8, which is to be evenly split between the projects.

#### TASK 1 – RESERVED FOR CITY GRANT ADMINISTRATION

To align with the Grant Agreement task numbering this task number is not used by Parametrix. Task 1 is reserved for the City to track and administer the grant agreement directly with Ecology. Grant support is provided in Task 3.8.

## TASK 2B – CULTURAL AND ENVIRONMENTAL REVIEW AND PERMITTING (CPRP)

### Subtask 2B.1 – Reviews and Permitting

This subtask provides the cultural resources and environmental review to support the planning and design for the project.

#### Approach

- A Cultural Resources Review Form
- An Inadvertent Discovery Form
- The SEPA Checklist
- A list of other required local, state, tribal, and federal permits
- Preapplication conference permitting materials. One Parametrix staff member will attend the preapplication conference.

#### Assumptions

- Based on the Cultural Resources Review Form, Ecology will consult with the Department of Archaeology and Historic Preservation (DAHP) and the tribes. Parametrix will not coordinate with these parties.
- The City will submit the documents to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.
- The City will receive written notice from ECOLOGY prior to proceeding with any work, including geotechnical exploration. Work done prior to written notice to proceed shall not be eligible for reimbursement
- The Inadvertent Discovery Form will be developed based on the specific template provided by Ecology. The form will ultimately be kept onsite during construction.
- The SEPA Checklist will be based on City processes.
- The City will be responsible for the publication of all notices and announcements.
- All deliverables will be in PDF file format and hardcopies in accordance with City application requirements.
- The preparation of permit applications for wetlands or in-water work is not included in this scope of work, including documentation for Section 106 and the Endangered Species Act.

#### Deliverables

For the following deliverables, Parametrix will provide a City Review draft, an Ecology draft, a City review final, and an Ecology final:

- Ecology Cultural Resources Review Form
- Inadvertent Discovery Plan
- SEPA Checklist
- A list of other required local, state, tribal, and federal permits



## TASK 3B – DESIGN PLANS AND SPECIFICATIONS (CPRP)

### Subtask 3B.1 – Project Kick-off and Data Collection

The purpose of this subtask is to initiate the project and collect existing available data for review and use in the basis of design report and design package.

#### Approach

- Review existing available reports, including the SMAP, as-built drawings, utility drawings, City infrastructure database, GIS, property ownership maps, and other related data.
- Conduct a project staff and City staff kick-off meeting to discuss scope, schedule, project communications, and prepare a risk register.
- Prepare a brief data gaps email for City review to begin work on key data gaps found, if any.

#### Assumptions

- The Kick-off meeting will include 8 Parametrix staff and the Geotechnical subconsultant.
- The City will provide access to electronic versions of applicable data.
- The City will be responsible for addressing key data gaps, if any.
- This activity will be combined with the Task 3A.1 Kick-off.
- 

#### Deliverables

- Risk Register
- Data gaps email

### Subtask 3B.2 – Project Hydrology and Hydraulics

The purpose of this subtask is to assess and document the basin hydrology to size the treatment area using the selected proposed available treatment technology.

#### Approach

- Review existing modeling and prepare an updated hydrologic model of the basin considering current and future basin development. Future basin development could be used to provide regional stormwater treatment for redevelopment and infill development as well as retrofit existing conditions, provided Ecology requirements are met.
- Review the proposed hydraulic profile, including flow split location, hydraulic drop range through the treatment media, the elevation range of the proposed treatment cells and overflows, and the outlet pipe tie-in profile to the downstream storm sewer.
- Prepare a draft hydrology and hydraulics section for the basis of design technical memorandum (Ecology deliverable).

#### Assumptions

- Existing available hydrologic information used in the SMAP will be the initial basis for the hydrologic delineation.
- The City will provide GIS of existing and future proposed development in the basins.

- The City will provide as-constructed information of connected storm sewer systems in electronic form.

#### Deliverables

- Draft hydrology and hydraulics sections for the basis of design technical memorandum.

#### Subtask 3B.3 – Alternatives Analysis

The purpose of this subtask is to develop, evaluate, and coordinate retrofit options for the CPRP.

#### Approach

- Prepare up to three retrofit options and evaluations for water quality best management practices.
- Lead a workshop to discuss the proposed retrofit project.
- Prepare an alternative analysis technical memorandum outlining the basis-of-design of the preferred alternative to describe the proposed project.

#### Assumptions

- The alternatives analysis technical memorandum is not intended as a direct Ecology deliverable but may be included as an attachment to the design report to be developed under Subtask 3B.6.
- The workshop will include three Parametrix staff members. This workshop will be coordinated with Task 3A.3.
- The technical memorandum will be a maximum of 10 pages, not including attachments.
- The draft technical memorandum will be submitted to the City two weeks prior to the workshop.
- The City will identify the selected preferred alternative within two weeks following the workshop.

#### Deliverables

- Draft and final technical memoranda to describe the project options and selected alternative.

#### Subtask 3B.4 – Survey

The purpose of this subtask is to complete the property research, field control work, and topographic mapping, and develop the base map for the project.

#### Approach

- Determine property boundary and rights-of-way.
- Coordinate utility locate.
- Survey the utility field-locates.
- Obtain topographic data for the existing site to practical extent of project area.
- Survey the location of geotechnical borings.
- Locate perimeter fences and gates.
- Survey existing stormwater conveyance features at anticipated connection to the existing system.

#### Assumptions

- Parametrix will coordinate utility locate with a private company.
- Right of entry will be obtained from property owners by the City.

- City will coordinate access with property owners, if needed.
- Geotechnical borings and infiltration tests will be performed prior to mobilizing for the field survey.

### Deliverables

- Basemap (PDF)
- CAD files for basemap

### Subtask 3B.5 – Geotechnical (Shannon and Wilson)

#### Approach

Shannon and Wilson will begin with a half-day geologic reconnaissance to observe and evaluate conditions at the two vault sites, in coordination with the City and Parametrix.

Shannon and Wilson will organize and execute a geotechnical exploration program consisting of one exploration at the proposed stormwater vault locations (CPRP). To support evaluations of slope stability, we propose to drill to a depth of approximately 60 feet below the existing ground surface at the CPRP site. The CPRP exploration will include a vibrating wire piezometer and datalogger to provide on-going characterization of the groundwater underlying the existing slope, which will be important for assessing the slope stability

Select samples obtained from the explorations will be chosen for further evaluation using a laboratory testing program. The laboratory tests will depend on the soils encountered but may consist of grain size analyses and Atterberg limit testing.

Up to three design meetings will be held to discuss preliminary findings and proposed design coordination following completion of subsurface explorations at both sites.

Shannon and Wilson will prepare and submit a draft geotechnical engineering report providing the results of the field explorations and laboratory testing and providing conclusions and recommendations in support of design and construction of the Parametrix-developed solution(s). Shannon & Wilson's geotechnical analyses and design recommendations will include the following:

- Summarize subsurface conditions and develop soil engineering properties and design parameters at the proposed vault locations.
- Provide code-based seismic design parameters for the vaults based on ASCE 7-16.
- Provide foundation recommendations for the proposed vault structures including bearing capacity and total and differential settlement.
- Provide lateral earth pressures for the proposed vault structures.
- Perform an evaluation of geologic hazards based on the explorations including liquefaction potential.
- Perform an evaluation of slope stability for the Crown Park vault location.
- Provide recommendations for vault subgrade preparation, structural fill, and backfill materials.
- Provide construction considerations related to earthwork, temporary excavation, shoring, and conceptual dewatering considerations.

Once any comments on the draft report are received and addressed, Shannon and Wilson will produce and deliver a final geotechnical engineering report.

### Assumptions

- Shannon & Wilson will mark the proposed boring locations and call in a one-call utility locate. A private utility locator will also be retained as a secondary measure to locate conductible utilities.
- Vacuum excavation will be necessary to resolve/confirm location of existing utilities and is included in our fee estimate.
- Contaminated soils will not be encountered and cuttings can be disposed of at a facility that accepts clean fill.
- Drilling and sampling can be performed between the hours of 8AM to 5PM.
- If a monitoring well and associated flush mount vault is not installed, then the pavement will be patched with EZ-street pavement repair and hot mix asphalt will not be required.
- Shannon & Wilson can submit ROW permit applications to the City, but permit application fees, if required, will be waived and are not included in the scope and fee.
- Right of entry for drilling on private property, if required, will be obtained by the City or Parametrix.
- Detailed dewatering calculations and estimated flow rates are not included in this scope and fee. Construction considerations related to construction dewatering will be conceptual.
- A topographic site survey will be made available for site analysis.
- Site-specific seismic design spectrum is not required, and a code-based seismic design spectrum will be used for design.
- Recommended mitigation of geologic hazards including liquefaction and lateral spreading, if identified as high hazards, is not included in this scope and fee.

### Deliverables

- Draft and final geotechnical engineering report.
- Draft and final geotechnical data report.

### Subtask 3B.6 – Design Report

The purpose of this subtask is to document the preferred alternative based on the guidelines of the Ecology grant award (Ecology 3.4).

### Approach

Parametrix will prepare a design report based on Ecology's Stormwater Design Deliverables Guidance for Ecology-funded stormwater projects, which will include:

1. Introduction
2. Basin Description
3. Site Description
4. Minimum Requirement/Core Element Analysis
5. Alternatives Considered
6. Design Analysis
7. Quantification of the Water Quality Benefit
8. Engineer's Opinion of Probable Cost

## 9. Proposed Schedule

Ecology will provide review comments. Parametrix will provide comment response (Ecology 3.5)

### Assumptions

- Design report will be submitted with 60 percent design package (Subtask 3.7).
- Final design report with responses to Ecology comments on the draft report (Ecology 3.5) will be submitted prior to the 90 percent design package.

### Deliverables

- Parametrix will provide a City review draft, an Ecology draft (Ecology 3.5), a City review final, and an Ecology final version of the design report.

## Subtask 3B.7 – PS&E Bid Documents

This subtask develops the plans, specifications, engineer's opinion of cost (PS&E), and project schedule in a bid package for contractor procurement by the City. 30 percent, 60 percent, and 90 percent plans will be provided.

### Approach

- Prepare 30 percent plan set (up to 12 sheets)(Ecology 3.2):
  - Cover Sheet
  - General Notes and Legend
  - Existing Conditions
  - Staging and Temporary Construction Areas
  - Demolition and TESC Plan with Temporary Bypass
  - Site Layout Plan
  - Grading
  - Connections and Drainage Plan
  - Stormwater treatment details (2 sheets)
  - Miscellaneous Details
  - Restoration Plan
- Prepare 60 percent plan set with engineer's opinion of cost, and outline of anticipated special provisions for City review (12 sheets)(Ecology 3.3).
  - Cover
  - General Notes and Legend
  - Existing Conditions
  - Staging and Temporary Construction Areas
  - Demolition and TESC Plan with Temporary Bypass
  - Site Layout Plan
  - Grading
  - Connections and Drainage Plan
  - Stormwater treatment details (2 sheets)
  - Miscellaneous Details
  - Restoration Plan

- Prepare 90 percent plan set with complete draft specifications, engineer's opinion of cost, and project construction schedule for City and Ecology review (17 sheets)(Ecology 3.7).
  - Cover
  - General Notes and Legend
  - Survey and Alignment Control Plan
  - Existing Conditions
  - Staging and Temporary Construction Areas
  - Traffic Control
  - Demolition and TESC Plan with Temporary Bypass
  - TESC Details
  - Site Layout Plan with Control Points
  - Grading
  - Connections and Drainage Plan
  - Stormwater treatment details (2 sheets)
  - Drainage Profiles
  - Miscellaneous Details (2 sheets)
  - Restoration Plan
- Prepare comment resolution documentation after 90 percent review.

#### Assumptions

- The City and Ecology review time will be 45 calendar days for the 60 percent plans. The city will resolve and provide one round of consolidated comments. Plan updates to address comments will be provided in the 90 percent plan set.
- Comment resolution documentation is provided only between 90 percent and final plan sets.
- Up to two meetings for comment resolution with City staff are included.
- The City and Ecology review time will be 45 calendar days for the 90 percent design package. The City will resolve and provide one round of consolidated comments.
- The City will provide information and resolve any issues related to the existing drainage easement and coordinate temporary site and use impacts, resolve private property issues, and address community comments and impact concerns.
- Technical specifications special provisions will be prepared in WSDOT/APWA format.
- Specifications will be delivered in an electronic format (Word).
- Division 00 and 01 specifications will be prepared by the City.
- Engineer's opinion of cost will be delivered in an electronic format.

#### Deliverables

- 30 percent plan set
- 60 percent plans, engineer's opinion of cost, and list of special provisions
- 90 percent plans, full draft specifications, engineer's opinion of cost, and construction schedule for full internal City and Ecology review (Ecology 3.7)
- Comment resolution form for 90 percent plans (Ecology 3.8)

### Subtask 3.8 – Project Management

The purpose of this subtask is to provide overall project management of the consultant contract with the City. The effort will be evenly divided between the DSRP and CPRP.

#### Approach

- Document and communicate the scope of work, budget, and schedule.
- Use Parametrix in-house tools to track budget and schedule.
- Conduct monthly design team meetings and document project design decisions.
- Prepare progress reports and monthly invoices for services performed by Parametrix and subconsultants.
- Prepare scope of work and costs to complete final design and permit documents for final design and permitting.
- Provide grant support for construction phase.
- Provide Ecology-required information for grant administration.

#### Assumptions

- Project duration is 9 months.
- Budget assumes 9 monthly client meetings and 12 consultant team meetings.

#### Deliverables

- Monthly progress reports enclosed with invoices
- Ecology grant administration data
- Draft and final scope of work for Final design and permitting.
- Construction grant materials

### TASK 4 – RESERVED FOR CITY (PROJECT CLOSEOUT)

To align with the Grant Agreement task numbering this task number is not used by Parametrix. Task 4 is reserved for the City to close out the project with Ecology.

EXHIBIT “B”  
COSTS AND BILLING RATES FOR SCOPE OF SERVICES



Client: City of Camas  
Project: Stormwater Retrofit Project CPRP  
Project No: 553-1683-811

## EXHIBIT “C”

### TITLE VI ASSURANCES

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

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

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

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


**Washington State  
Department of Transportation**

<b>Supplemental Agreement Number <u>2</u></b>		Organization and Address	
Original Agreement Number <b>LA10565</b>		PBS Engineering and Environmental Inc 1325 SE Tech Center Dr., Suite 140, Vancouver, WA 98683  Phone: 360.695.3488	
Project Number <b>STR23007</b>	Execution Date <b>11/15/2023</b>	Completion Date <b>12/31/2025</b>	
Project Title Citywide Horizontal Curve Safety Improvements	New Maximum Amount Payable <b>\$110,258.52</b>		
Description of Work The original contract reserved the right for the City to supplement the contract with additional tasks. Supplement 2 adds Tasks 9 and 10, see the attached amended scope of work. (Exhibit A) Base Agreement Amount \$100,192.52 (After Supplemental Agreement 1) Supplemental Agreement 2 Amount \$10,066.00, New Total \$110,258.52			

The Local Agency of City of Camas

desires to supplement the agreement entered in to with PBS Engineering and Environmental Inc

and executed on May 5, 2025 and identified as Agreement No. LA 10565

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

SEE EXHIBIT A

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: \_\_\_\_\_

**III**

Section V, PAYMENT, shall be amended as follows:

SEE EXHIBIT B and E

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

Cory Kratovil

By: \_\_\_\_\_

By: \_\_\_\_\_

DocuSigned by:  
  
7AF0C0A8-4E8E-4E8E-4E8E-4E8E-4E8E-4E8E  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date



# EXHIBIT A SUPPLEMENT 2

## City of Camas, Washington

### Scope of Work Citywide Horizontal Curve Safety Improvements City of Camas Project: STR23007

#### INTRODUCTION

PBS Engineering and Environmental Inc. (PBS) and its Consultant team have been selected by the City of Camas (City) to perform traffic and design engineering, environmental permitting, public involvement and other related professional services for the Citywide Horizontal Curve Safety Improvements project. Professional services will include evaluation of existing horizontal curves, evaluation of corrective measures, traffic engineering, environmental process and permits, and utility coordination. This project is federally funded.

This phase of the project will evaluate the City's arterial and collector roadway network, determine deficiencies, and identify which curves can be corrected within the constraints of the federal grant. It is assumed that this first phase of the project design will last up to three months, with the total design and permitting portion of the project lasting up to one year.

#### PROJECT DESCRIPTION/BACKGROUND

The City's Citywide Horizontal Curve Safety Improvements project will include a horizontal curve inventory study and posted speed study to assess existing conditions on approximately 33.50 miles of arterial and major collector roads in the city limits (approximately 40 curves). It will also include adding or replacing up to 120 warning signs on City roads within the city limits.

The project funding is through the Highway Safety Improvements (HSIP) program, which will require the project to follow Washington State Department of Transportation's (WSDOT) *Environmental Procedures Manual* for compliance with the National Environmental Policy Act (NEPA) and permits from local, state, and federal agencies. The existing City of Camas (City) right-of-way (ROW) will be reviewed and verified to ensure that all signs included with the project are located within the City's ROW.

The project involves traffic design/engineering. With contingencies or amendments that include surveying, ROW evaluation, public involvement, environmental, cultural resource documentation, and permitting necessary to prepare plans, specifications, and engineer's estimate in accordance with all applicable federal, state, and City standards.

#### SCOPE OF WORK

##### Task 1: Project Management and Administration

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

##### Subtask 1.1: Contract Administration, Invoicing, and Progress Reports

- Prepare and submit monthly invoices. Each invoice will include: the date period covered by the invoice and the number of hours worked during the billing period with billing rates shown; expenses and

associated markups; total cost for labor and expenses for the billing period; subconsultants fees including markups for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.

- Prepare a Contract Summary Report to accompany the monthly invoices. The Contract Summary Report will summarize the current invoice with an itemized summary of invoice number, date, and amounts billed for labor, expenses, and subconsultants as well as total amounts. The Contract Summary Report will also list the total amount billed to date, the total amount remaining under the contract, and the contract expiration date.
- Maintain required contract documentation. Provide copies of project files and records to the City for audits and public information requests. Final documents shall be provided in an electronic format as requested.

#### *Deliverables*

- Monthly invoices and Contract Summary Reports
- Project documentation, upon request

#### ***Subtask 1.2: Meetings***

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

- Preparation for and attendance at a two-hour project kickoff meeting with City staff in Camas, including up to two PBS staff attending.
- Up to three phone meetings with City staff.
- Up to three internal PBS design team coordination and meetings.
- Preparation for and attendance at three monthly project coordination meetings with City staff, including and up to two PBS staff present. Other consultant team members will attend meetings as needed.

#### *Deliverables*

- Meeting agendas and meeting summaries

#### ***Subtask 1.3: Management, Coordination, and Direction***

- The Consultant shall provide management, coordination, and direction to the project team in order to complete the project on time and within budget. The City fosters a partnership approach with all stakeholders in the Project. The Consultant shall integrate this strategy into the overall management approach.
- The Consultant shall establish a quality management program and designate responsibility for review of technical work and other deliverable products.
- Prepare and maintain the project design schedule. The schedule shall identify Consultant tasks and items provided by the City and other consultants. The schedule shall be updated as circumstances require or as requested by the City.
- The Consultant shall prepare and submit an activities list and schedule to the City following the Notice to Proceed. The schedule shall show appropriate milestones for the Project, including intermediate and final submittal dates for design documents and key decision points.
- The Consultant shall coordinate Consultant tasks and activities with the City.



*Deliverables*

- Project schedule and schedule updates
- Summary notes of coordination efforts

**Task 2: Curve Assessment*****Subtask 2.1: Curve Assessment***

The Consultant will prepare the horizontal curve inventory for the project using a Vendor (Quality Counts). This task will be completed using Rieker Curve Advisory Reporting Services (CARS). This work will consist of:

- Data collection on an estimated 33.5 miles of City roads
- Processing through Rieker CARS

Once this is complete, the Consultant will develop a list of deficiencies and a planning level cost (design, permitting, ROW, and construction) for each deficient curve. This list will be evaluated with the City, a final project list will be developed, and the design and permitting of this will be included in Amendment 1.

*Deliverables*

- Finished curve reports and video images.
- Curve deficiency list, remediation approach, and estimates.
- Draft and final project lists

**Amendment Task 3 Through Task 5****Task 3: Surveying*****Subtask 3.1: Right-of Way Evaluation***

For the sign locations (approximately 100 signs), the Consultant will utilize the following procedure:

- Review existing City Right of Way records, either electronic copies or paper copies at the City offices to identify the existing right of way width at each sign location and any documented information related to the location of the roadway within the existing right of way. If no information exists related to the roadway location, the roadway will be assumed to be centered in the existing right of way.
- Physically visit each roadway corridor to visually identify the sign locations, distance from the edge of pavement or other physical feature to determine if it is most likely that the sign is within the existing right of way.

**Phase 5 Assumptions:**

- The City will attend the Survey/ROW meetings.
- The City will assist in all available in-house records for survey control and road deed/right-of-way records and legalizations to supplement the Consultant's research.
- The City will sign the No Right-of-Way (ROW) Needed Verification Checklist.

**Phase 5 Deliverables:**

- The Consultant will schedule, prepare for, and participate in the Survey/ROW meetings in Table 1.
- The Consultant will perform right-of-way research via County, WSDOT, and DNR websites.
- Document and visual verification of right of way for approximately 100 signs.
- Confirmation that all signs included in the project are within the County right of way.
- The Consultant will also sign the No Right-of-Way (ROW) Needed Verification Checklist.

#### **Task 4: Environmental Documentation and Cultural Resources**

The Consultant will prepare applications and supporting environmental documents for local, state, and federal permits and approvals required for the project.

##### **Subtask 4.1: NEPA Categorical Exclusion (CE)**

The Consultant will complete the necessary tasks and documents to obtain approval of the project under the National Environmental Policy Act (NEPA) Categorical Exclusion (CE) process (The project is reviewed and approved under NEPA because of the federal funding source).

Assumptions:

- The City will attend the Environmental meeting.
- The City must approve the study areas before the Consultant conducts their fieldwork.
- The City will submit the NEPA CE documentation to WSDOT for review. None of the project area contains jurisdictional wetlands, a wetland delineation will not be required to obtain approval of the project.
- 

Deliverables:

- The Consultant will schedule, prepare for, and participate in the Environmental meeting (The Consultant will also invite WSDOT to the Environmental meeting).
- The Consultant will prepare a draft and final NEPA CE documentation for the City to review.

#### **Task 2 – State and Local Permitting Assistance**

Assumptions:

- The City's Project Manager will email the City's Community Development & Planning staff for the review of the Critical Areas, SEPA and Shoreline Master Plan exemption memorandums and cc the consultant to ensure consensus.
- The City's Project Manager will email the City's Community Development & Planning staff for the review of the Scenic Area permitting and memorandum and cc the consultant to ensure consensus.

Deliverables:

- The Consultant will prepare a memorandum outlining the specific code citation that dictate the proposed exemptions under the County's Critical Areas Ordinance, SEPA, and Shoreline Master Plan and how the project meets these exemptions.

##### **Subtask 4.2: Cultural Resources**

The Subconsultant, Archaeological Investigations Northwest, Inc. (AINW), will provide cultural resource consulting services for the project.

#### **Task 1 – Meetings and Coordination**

Assumptions:

- The City will attend the Cultural Resource meetings.
- The project team can avoid placing signs in areas that need cultural resources work.

- The City will provide review comments of the Area of Potential Effect (APE) submittals and cover letter.
- The City will submit the cover letter and APE submittals to WSDOT for review.
- The sign locations can be revised once, after the desktop review is completed, and Subconsultant can conduct a supplemental desktop review. Additional revisions will be at additional cost.

#### Deliverables:

- The Subconsultant will prepare for, and participate in the Cultural Resource meetings, and can assist with scheduling as needed.
- The Subconsultant will conduct a desktop review of the sign locations to identify areas that may need cultural resources work.
- The Subconsultant will also coordinate with WSDOT and Cultural Resource staff to determine the extent of the APE that WSDOT wishes to include in the project review and how much can be exempted from the review based on existing procedures.
- The Subconsultant will prepare the cover letter and APE submittals.

### **Task 5: Traffic Engineering**

The Consultant will provide project review and traffic and design engineering tasks for the project.

#### Task 1 – Project Review and Map

The Consultant and City will review and verify the project sign list the approximately 100 curve warning signs to comply with the latest federal, state and county standards and the grant guidelines.

#### Assumptions:

- The City will attend the Sign Review meetings.
- The City will assist the consultant, should there be a discrepancy with the sign spreadsheet or compliance issues.

#### Deliverables

- The Consultant will schedule, prepare for, and participate in the Sign Review meetings.
- The Consultant will provide updates to the preliminary project sign spreadsheet until the Consultant and City agree the sign list is finalized and complies with the latest federal, state and county standards and grant guidelines.
  - The Consultant will conduct field visits as needed to provide updates to the sign spreadsheet.

#### Task 2 – Traffic/Design Engineering

The Consultant will prepare the preliminary and final plans, estimate and contract for the project.

#### Assumptions:

- The City will attend the Site Visit.
- The City will provide review comments of the 60%, 90%, 99% plans and the Final PS&E, estimate and contract.
- The City will attend the Design Standards and QA/QC meetings.
- The City will submit the Final plans, estimate, and contract to WSDOT Local Programs for review.

#### Deliverables

- The Consultant will schedule, prepare for, and participate in Site Visit, Design Standards and QA/QC meetings.

- The Consultant will utilize the GIS level sign location maps, supplied by the City, as a basis for developing the sign layout plans. Sign layout plans will include schematic (single line) representation of the County roads with street names, and standard sign symbols with numbers identifying sign removal and sign installation notations. Signs will be grouped on sheets based on the corridor and location.
- The Consultant will develop a sign specification table for sign removal information and sign installation information. MUTCD, WSDOT and City Code sign types will be utilized unless the sign is a custom size.
- The Consultant will supply 60%, 90%, and 99% plans to the City for review.
  - The Consultant will conduct site visits as needed to provide updates to the plans.
  - The Consultant plans will include:
    - Cover, Material Quantity / Staging, and Construction Staging sheets (layout sheets, specifications, and details sheets)
    - Signing sheets for approximately 100 regulatory sign locations (layout sheets, specifications, and detail sheets)
    - Traffic control (layout sheets, specifications, and detail sheets).
- The Consultant will supply the preliminary PS&E, estimate and contract to the City for review.
- The Consultant will submit final full-sized plans, specifications, estimate and contract to the City.
  - The final plans, cost estimate and contract shall include a wet stamp, signature, and date of the Consultant's registered professional engineer in the State of Washington.

The contract and plans shall also specify that the contractor calls (811) public locate requests for the project and the contractor is responsible for obtaining locates adequate to avoid conflicts. This may include visual warnings and private utility locations to avoid conflicts. Any conflicts with the proposed location of the improvement should be brought to the attention of the engineer a minimum of 2 days prior to the start of construction. The contractor shall follow RCW 19.122 for underground utilities.

#### **Task 6: Utility Coordination**

Work to be included in a future amendment if needed.

#### **Task 7: Public Involvement**

Work to be included in a future amendment if needed.

#### **Task 8: Right-of-Way**

Work to be included in a future amendment if needed.

#### **Task 9: Bidding Support**

##### **Subtask 9.1 Respond to Requests for Information**

The consultant will respond to requests for information (RFI) during the project advertisement for bid as requested by the City.

#### **Task 10: Construction Management**

##### **Subtask 10.1 Field Staking of Signs**

The consultant will stake all the signpost locations in the field prior to the first working day of the contract.

Assumptions:

- The Consultant will provide a two-person crew for staking in needed.

##### **Subtask 10.2 Field Inspections and Construction Support**

The consultant will coordinate with the City on conducting any field inspections, these field inspections will be conducted as requested by the City.

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**Assumptions:**

- The field inspections may be up to two (2) four-hour inspections per week.
- The Consultant will coordinate with City and may participate in the field inspections.

**CITY DELIVERABLES TO THE CONSULTANT****City-Provided Information*****Sample Projects***

The City will provide copies of sample City projects, and design guidelines. The City will also provide electronic files of title blocks; ortho and aerial drawings and standard details for streets, traffic signal, street lighting; and other available details.

***Project Coordination***

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

***Right-of-Entry Permits***

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



	Systemic Horizontal Curve Safety Improvements  4/3/2025	EXHIBIT B																
		PBS Engineering and Environmental																TOTAL  BUDGET
		ENGINEERING AND SURVEYING								ADMINISTRATION								
		Engineer I	Engineer II	Engineer VI	Engineer VII	Survey 2 Person Crew*	Survey VI (PLS Principal)	Construction Inspector IV	Construction Inspector II	Graphic Artist	IT / Database Management	Project Administrator II	Public Involvement II	Sr. Public Involvement Manager V	Writer / Editor			
Task	Task Description															PBS Expense	PBS LABOR TOTAL	AMOUNT
	MAX HOURLY RATES	\$ 110.00	\$ 125.00	\$ 205.00	\$ 220.00	\$ 220.00	\$ 175.00	\$ 153.00	\$ 110.00	\$ 127.00	\$ 110.00	\$ 101.00	\$ 95.00	\$ 170.00	\$ 125.00			
TASK 1	PROJECT MANAGEMENT AND CONTRACT ADMINISTRATION	0.00	0.00	28.00	28.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	\$ -	\$ 12,304.00	\$ 12,304.00
Task 1.1	Contract Administration, Invoicing and Progress Reports			4.00	4.00							4.00				\$ -	\$ 2,104.00	\$ 2,104.00
Task 1.2	Meetings			12.00	12.00											\$ -	\$ 5,100.00	\$ 5,100.00
Task 1.3	Management, Coordination, and Direction			12.00	12.00											\$ -	\$ 5,100.00	\$ 5,100.00
TASK 2	CURVE ASSESSMENT	40.00	20.00	20.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ 10,000.00	\$ 12,760.00	\$ 22,760.00
Task 2.1	Subtask 2.1 – Curve Evaluation	40.00	20.00	20.00	8.00											\$ 10,000.00	\$ 12,760.00	\$ 22,760.00
TASK 3	SURVEYING	0.00	0.00	0.00	0.00	0.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ 14,000.00	\$ 14,000.00
Task 3.1	Subtask 3.1 – Right of Way Assessment						80.00									\$ -	\$ 14,000.00	\$ 14,000.00
TASK 4	ENVIRONMENTAL AND CULTURAL RESOURCES	0.00	0.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ 10,028.52	\$ 8,200.00	\$ 18,228.52
Task 4.1	Subtask 4.1 – NEPA Categorical Exclusion (CE)			40.00												\$ -	\$ 8,200.00	\$ 8,200.00
Task 4.2	Subtask 4.2 – Cultural Resources															\$ 10,028.52	\$ -	\$ 10,028.52
TASK 5	TRAFFIC ENGINEERING	0.00	180.00	40.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		\$ 32,900.00	\$ 32,900.00
Task 5.1	Subtask 5.1 – Traffic Engineering		180.00	40.00	10.00												\$ 32,900.00	\$ 32,900.00
TASK 6	UTILITY COORDINATION																	
	Work to be included in future amendment																	
TASK 7	PUBLIC INVOLVEMENT																	
	Work to be included in future amendment																	
TASK 8	RIGHT-OF-WAY																	
	Work to be included in future amendment																	
TASK 9	BIDDING SUPPORT							8.00									\$ 1,224.00	\$ 1,224.00
Task 9.1	Respond to Requests for Information							8.00									\$ 1,224.00	\$ 1,224.00
TASK 10	CONSTRUCTION MANAGEMENT								73.00							\$ 152.00	\$ 8,030.00	\$ 8,842.00
Task 10.1	Field Staking of Signs				1.00				30							\$ 60.00	\$ 3,520.00	\$ 3,580.00
Task 10.2	Field Inspections and Construction Support				2.00				43.00							\$ 92.00	\$ 5,170.00	\$ 5,262.00
	TOTAL HOURS	40.00	200.00	128.00	47.50	0.00	80.00	8.00	73.00	0.00	0.00	4.00	0.00	0.00	0.00			
	TOTAL DOLLARS	\$ 4,400.00	\$ 25,000.00	\$ 26,240.00	\$ 10,450.00	\$ -	\$ 14,000.00	\$ 1,224.00	\$ 8,030.00	\$ -	\$ -	\$ 404.00	\$ -	\$ -	\$ -	\$ 20,180.52	\$ 89,748.00	\$ 110,258.52



**Actuals Not To Exceed Table (ANTE)**

<p><b>WSDOT Agreement: LA10565</b>  <b>PBS Engineering and Environmental</b>  <b>1325 SE Tech Center Dr., Suite 140</b>  <b>Vancouver WA, 98683</b></p>					
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	Max All Inclusive Hourly Billing Rate	Actual All Inclusive Hourly Billing Rate NTE
		<b>177.39%</b>	<b>30.00%</b>		
Principal Scientist/Planner	\$ 73.74	\$130.81	\$22.12	\$226.67	\$225.00
Principal Geologist/Manager	\$ 66.88	\$118.64	\$20.06	\$205.58	\$205.00
Sr. Hydrogeologist II	\$ 70.00	\$124.17	\$21.00	\$215.17	\$180.00
Senior Scientist/Planner I	\$ 54.60	\$96.85	\$16.38	\$167.83	\$165.00
Sr. Environmental/Regulatory Specialist	\$ 52.88	\$93.80	\$15.86	\$162.55	\$160.00
Sr. Env Compliance Monitor	\$ 44.77	\$79.42	\$13.43	\$137.62	\$135.00
Project Geologist/Scientist/Planner I	\$ 38.00	\$67.41	\$11.40	\$116.81	\$116.00
Project Env. Regulatory Specialist	\$ 42.90	\$76.10	\$12.87	\$131.87	\$130.00
Project Env. Compliance Monitor	\$ 42.90	\$76.10	\$12.87	\$131.87	\$130.00
Staff Geologist/Scientist/Planner II	\$ 38.00	\$67.41	\$11.40	\$116.81	\$115.00
Field Scientist / Planner	\$ 26.00	\$46.12	\$7.80	\$79.92	\$79.00
Principal Engineer	\$ 100.96	\$179.09	\$30.29	\$310.34	\$270.00
Engineer VIII	\$ 88.37	\$156.76	\$26.51	\$271.64	\$235.00
Engineer VII	\$ 74.52	\$132.19	\$22.36	\$229.07	\$220.00
Engineer VI	\$ 67.30	\$119.38	\$20.19	\$206.87	\$205.00
Engineer V	\$ 60.10	\$106.61	\$18.03	\$184.74	\$184.00
Engineer IV	\$ 51.92	\$92.10	\$15.58	\$159.60	\$159.00
Engineering Staff III	\$ 45.67	\$81.01	\$13.70	\$140.39	\$140.00
Engineering Staff II	\$ 40.87	\$72.50	\$12.26	\$125.63	\$125.00
Engineering Staff I	\$ 36.06	\$63.97	\$10.82	\$110.84	\$110.00
Engineering Technician	\$ 21.00	\$37.25	\$6.30	\$64.55	\$64.00
Design Technician IV	\$ 45.00	\$79.83	\$13.50	\$138.33	\$138.00
Design Technician III	\$ 42.50	\$75.39	\$12.75	\$130.64	\$130.00
Engineering Geologist	\$ 51.44	\$91.25	\$15.43	\$158.12	\$158.00
Landscape/Planning VII	\$ 58.89	\$104.46	\$17.67	\$181.02	\$180.00
Landscape/Planning V	\$ 45.67	\$81.01	\$13.70	\$140.39	\$140.00
Landscape/Planning II	\$ 29.00	\$51.44	\$8.70	\$89.14	\$89.00
Landscape/Planning I	\$ 27.00	\$47.90	\$8.10	\$83.00	\$83.00
Construction IV	\$ 50.00	\$88.70	\$15.00	\$153.70	\$153.00
Construction III	\$ 37.50	\$66.52	\$11.25	\$115.27	\$115.00
Construction II	\$ 36.00	\$63.86	\$10.80	\$110.66	\$110.00
Survey VII	\$ 67.31	\$119.40	\$20.19	\$206.90	\$200.00
Survey VI	\$ 57.69	\$102.34	\$17.31	\$177.33	\$175.00
Survey V	\$ 52.00	\$92.24	\$15.60	\$159.84	\$155.00
Survey IV	\$ 44.50	\$78.94	\$13.35	\$136.79	\$136.00
Survey III	\$ 40.00	\$70.96	\$12.00	\$122.96	\$122.00



Survey II	\$ 33.50	\$59.43	\$10.05	\$102.98	\$102.00
Survey I	\$ 30.00	\$53.22	\$9.00	\$92.22	\$92.00
Survey 3-Person Crew	\$ 80.00	\$141.91	\$24.00	\$245.91	\$270.00*
Survey 2-Person Crew	\$ 60.00	\$106.43	\$18.00	\$184.43	\$220.00*
Survey 1-Person Crew	\$ 40.00	\$70.96	\$12.00	\$122.96	\$162.00*
Unmanned Aircraft System Operator II	\$ 39.41	\$69.91	\$11.82	\$121.14	\$165.00*
Public Involvement Manager	\$ 66.25	\$117.52	\$19.88	\$203.65	\$170.00
Public Involvement IV	\$ 50.86	\$90.22	\$15.26	\$156.34	\$150.00
Public Involvement II	\$ 31.25	\$55.43	\$9.38	\$96.06	\$95.00
IT / Data Management	\$ 55.29	\$98.08	\$16.59	\$169.96	\$125.00
Sr. CAD Operator	\$ 47.33	\$83.96	\$14.20	\$145.49	\$140.00
Project Administrator II	\$ 33.00	\$58.54	\$9.90	\$101.44	\$101.00
Project Administrator III	\$ 35.00	\$62.09	\$10.50	\$107.59	\$107.00
CAD/Microstation Tech I	\$ 27.50	\$48.78	\$8.25	\$84.53	\$84.00
Graphic Artist	\$ 41.62	\$73.83	\$12.49	\$127.94	\$127.00
Writer/Editor	\$ 44.42	\$78.80	\$13.33	\$136.54	\$125.00
Administration	\$ 30.00	\$53.22	\$9.00	\$92.22	\$92.00

**\*Includes Equipment**





**Washington State  
Department of Transportation**

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

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

September 6, 2023

PBS Engineering and Environmental, Inc.  
214 E. Galer Street, Suite 300  
Seattle, WA 98102

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Nicole Edmondson:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 177.39% of direct labor (rate includes 0.45% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Stambaugh Ness, Inc. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards,

*Schatzie Harvey*  
Schatzie Harvey (Sep 7, 2023 15:50 PDT)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:leg

## ***Sub-consultant Cost Computations***

---

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

See Attached Spreadsheets

Archaeological Investigations Northwest, Inc.

EXHIBIT E

CLIENT: PBS  
Project Name: Camas Curve Safety

Date: March 7, 2024

		Reese	Blaser	Hulse						Cowan	Inman					
Task	Description	PI/PM/Senior Archaeologist	PM/Sr Archit Historian	PM/Senior Archaeologist	Historian	Asst.PM/ Superv Archaeo.	blank	blank	Staff Archaeolog.	Graphics- GIS	Research/ Proj. Assist./ Proj. Admin	blank	Hours	Labor	Expenses	Total
	Coordination with project team, City of Camas, and WSDOT	1		10							1		12	\$2,135.83	\$0.00	\$2,135.83
	Desktop review of sign locations		2	2	12	12				6	1		35	\$4,906.51	\$0.00	\$4,906.51
	Prepare APE Submittal	1		5		8				3	2		19	\$2,986.18	\$0.00	\$2,986.18
	Total Labor Hours	2	2	17	12	20	0	0	0	9	4	0	66			\$10,028.52
	Labor Rates	\$236.40	\$178.75	\$178.75	\$113.60	\$136.99	\$0.00	\$0.00	\$96.89	\$178.75	\$111.93	\$0.00				
	Total Labor	\$472.80	\$357.50	\$3,038.75	\$1,363.20	\$2,739.80	\$0.00	\$0.00	\$0.00	\$1,608.75	\$447.72	\$0.00	\$10,028.52		\$0.00	\$10,028.52
	EXPENSES	Each	Qty	Total												
	blank	\$0.000	0	\$0.00												
	Blank	\$0.000	0	\$0.00												
	Blank	\$0.00	0	\$0.00												
	TOTAL EXPENSES TASK			\$0.00												
	TOTAL EXPENSES			\$0.00												



**Washington State  
Department of Transportation**

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

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 30, 2023

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

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Jo Reese:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 167.36% of direct labor based on our risk assessment process. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

*Schatzie Harvey*

[Schatzie Harvey \(Jul 3, 2023 06:30 PDT\)](#)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:HK

Actuals Not To Exceed Table (ANTE)

EXHIBIT E

CLARK COUNTY VICINITY				
Archaeological Investigations Northwest, Inc.				
3510 NE 122nd Avenue				
Portland, OR 97230				
Job Classifications	Direct Labor Hourly Billing Rate 2023 NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		167.36%	30.00%	
Senior PM (Sen Archaeo, Senior Archit.Hist.)	\$79.50	\$133.05	\$23.85	\$236.40
PM/Senior Archaeologist	\$76.40	\$127.87	\$22.92	\$227.20
PM/Senior Historian/Sen.Architl. Historian	\$60.11	\$100.60	\$18.03	\$178.75
Architectural Historian	\$38.20	\$63.94	\$11.46	\$113.60
Assist PM/Supervising Archaeologist	\$46.07	\$77.10	\$13.82	\$136.99
Supervising Archaeologist	\$44.94	\$75.22	\$13.48	\$133.65
Graphics-GIS	\$60.11	\$100.60	\$18.03	\$178.75
Staff Archaeologist	\$32.58	\$54.53	\$9.78	\$96.89
Research/ Project Admin./Project Assist.	\$37.64	\$63.00	\$11.29	\$111.93
Archaeological Assistant (Field & Lab)	\$28.09	\$47.01	\$8.43	\$83.53
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
Rev--OH Audit 7/3/2023; for Clark Co Vicinity Mar 2024		\$0.00	\$0.00	\$0.00



## GENERAL NOTES

1. ALL WORK IS TO CONFORM WITH PROJECT CONTRACT SPECIFICATIONS.
2. THE COMPLETED INSTALLATION SHALL CONFORM TO ALL APPLICABLE FEDERAL CODES, STATE CODES, LOCAL CODES, ORDINANCES, AND REGULATIONS INCLUDING PERMITS AND INSPECTIONS REQUIRED BY THE GOVERNING AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING SCHEDULING OF ALL NEW WORK WITH THE CONTRACTING AGENCY.
4. THE ENGINEER OR OWNER IS NOT RESPONSIBLE FOR THE SAFETY OF THE CONTRACTOR OR THEIR CREW. ALL OSHA REGULATIONS SHALL BE STRICTLY ADHERED TO IN THE PERFORMANCE OF THE WORK.
5. ALL TEMPORARY EROSION CONTROL MEASURES SHALL MEET WSDOT STANDARD PLAN 1-30.15-02 AND BE INSTALLED IN ACCORDANCE TO THE PLANS PRIOR TO COMMENCING OF CONSTRUCTION.
6. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL ROADWAYS, KEEPING THEM CLEAN AND FREE OF CONSTRUCTION MATERIALS AND DEBRIS, AND PROVIDING NECESSARY DUST CONTROL WHERE REQUIRED.
7. ALL EXCAVATORS MUST COMPLY WITH ALL PROVISIONS OF RCW TITLE 19 AND SHOULD CONTACT DIAL-A-DIG (1-800-424-5555) TO SCHEDULE UTILITY LOCATES AT LEAST 48 HOURS, BUT NO MORE THAN 10 BUSINESS DAYS, BEFORE COMMENCING AN EXCAVATION OR DEMOLITION.
8. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING UTILITY LOCATES ADEQUATE TO AVOID CONFLICTS. THIS MAY INCLUDE VISUAL WARNINGS AND PRIVATE UTILITY LOCATES TO AVOID CONFLICTS. ANY CONFLICT WITH THE PROPOSED LOCATION OF THE IMPROVEMENTS SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER A MINIMUM OF 2 DAYS PRIOR TO THE START OF CONSTRUCTION.

EB	Eastbound
FT	Feet
HWY	Highway
IN	Inch
ST	Station
MUTCD	Manual on Uniform Traffic Control Devices (2009)
NB	Northbound
No.	Number
NTS	Not To Scale
RD	Road
SB	Southbound
SF	Square Feet
SPECS	Specifications
WSDOT	Washington State Department of Transportation
WB	Westbound
TYP	Typical
BC	Begin Curve STA 10+00

**Owner:**  
City of Camas  
616 NE 4th Avenue  
Camas, WA 98607  
Phone: (360) 817-1561

**James Carothers, PE**  
**jcarothers@cityofcamas.us**

**Civil Engineer:**  
**PBS Engineering**  
**1325 SE Tech Center Drive**  
**Suite 140**  
**Vancouver, WA 98683**  
**Phone: (360) 695-3488**

**Matt Griswold, PE**  
**matt.griswold@pbsusa.com**



**VICINITY MAP**  
NOT TO SCALE

## SHEET INDEX

Sheet Number	Sheet ID	Sheet Title
1	GN-01	COVER SHEET
2	SR-01	SIGN REMOVAL INFORMATION
3 - 4	SI-01 - SI-02	SIGN INSTALLATION DETAILS
5	SP-01	KEY PLAN
6 - 11	SP-02 - SP-07	SIGN PLAN
12 - 14	SD-01 - SD-03	SIGN INSTALLATION DETAILS
15 - 17	SD-04 - SD-06	SIGN LEGEND DETAILS
18 - 19	TCP-01 - TCP-02	TRAFFIC CONTROL PLANS

CITY OF CAMAS				
CITY ENGINEER _____			DATE _____	
REVISION NO.	SHEETS AFFECTED	INITIAL APPROVAL	DATE	
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	



# FINAL



Know what's below.  
**Call** before you dig.



**PBS Engineering and Environmental Inc.**  
1325 SE Tech Center Dr., Suite  
140, Vancouver, WA 98683  
360.695.3488  
**pbsusa.com**

**pbsusa.com**

MARCH 2024

SHEET ID

GN-01

**SHEET 1 OF 1**

## ~ PROCLAMATION ~

WHEREAS, the citizens of the Camas recognize the vital role that swimming and aquatic-related activities contribute to good physical and mental health and enhance the quality of life for all people; and

WHEREAS, the City of Camas is a thriving, cohesive community that values and stewards its parks, open spaces, and natural bodies of water; and

WHEREAS, the Camas community enjoys access and recreational activities in and around multiple bodies of water, including Lacamas Lake, Lacamas Creek, Round Lake, Fallen Leaf Lake, Washougal River, Columbia River, and along small streams; and

WHEREAS, the City of Camas is aware of the contributions made by the recreational water industry to provide programs and healthy places to recreate, learn and grow, build self-esteem, confidence, and sense of self-worth, which contributes to the quality of life in our community; and

WHEREAS, nationally an estimated 11 people die each day from unintentional drowning; and

WHEREAS, drowning is the second leading cause of death among children ages one to fourteen; and

WHEREAS, it is understood that Water Safety education plays an essential part in preventing drowning and recreational water-related injuries; and

WHEREAS it is vitally important to communicate information about Water Safety rules and programs to families and individuals of all ages, including private pool owners or visitors to public facilities, lakes, rivers, and waterparks;

NOW THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim May 2025, as:

### ***“Water Safety Month”***

in the City of Camas, and encourage all citizens to join in this observance.

In witness whereof, I have set my hand  
and caused the seal of the City of Camas  
to be affixed this 5<sup>th</sup> day of May 2025.

---

Steve Hogan, Mayor

## ~ PROCLAMATION ~

WHEREAS, During Asian American, Native Hawaiian, and Pacific Islander Heritage Month, our City recognizes the innumerable contributions and vibrant cultures of the AA and NHPI communities; and

WHEREAS, the AA and NHPI communities have worked and lived in Washington and the City of Camas and have played a part in the rich cultural heritage of this area, and our community, while touching the lives of Camasonians every day; and

WHEREAS, these communities are an integral part of the beautiful diversity of the state of Washington, with more than 700,000 individuals making this group one of the fastest-growing in the state; and

WHEREAS, Asian American, Native Hawaiian, and Pacific Islander Heritage Month provides the opportunity to educate the public on the role of these communities in American history and celebrate the advancement of civil rights and equal opportunity for all people of this state; and

WHEREAS, this month allows us to recommit ourselves to building a community in which every Camasonian — regardless of who they are, where they come from, or what they look like, has an equal opportunity to thrive;

NOW THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim May 2025, as:

### ***“Asian American, Native Hawaiian and Pacific Islander Heritage Month”***

in the City of Camas and encourage all citizens to observe, celebrate, and honor our Asian American, Native Hawaiian, and Pacific Islanders this month and throughout the year.

In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 5<sup>th</sup> day of May 2025.

---

Steve Hogan, Mayor



## RESOLUTION NO. 25-004

A RESOLUTION setting a public hearing concerning the proposed vacation of a portion of SE Bybee Road.

WHEREAS, the City has received a request from the Church of Jesus Christ of Latter-Day Saints to vacate a portion of the right-of-way known as SE Bybee Road, and

WHEREAS, the portion of said right-of-way to be vacated is abutted by properties owned exclusively by the Church of Jesus Christ of Latter-Day Saints, and

WHEREAS, the Council of the City of Camas desires to initiate vacation proceedings for the right-of-way to be vacated, and

WHEREAS, it is necessary for the Council to fix a time and place for a public hearing to be held on the proposed right-of-way vacation.

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

## Section I

The Council of the City of Camas does hereby initiate proceedings to vacate the portion of public right-of-way described in Exhibit "A" and depicted in Exhibit "B" attached hereto and by this reference incorporated herein.

## Section II

A public hearing shall be held on the proposed vacation on the 16th day of June 2016, at 7:00 p.m. in the Council Chambers of the City Hall.

## Section III

The City Clerk is directed to give twenty (20) days notice of the hearing by posting written notice in three of the most public places in the City of Camas, by posting a like notice on that portion of the street to be vacated, and by mailing notice to the abutting property owners at least (15) days prior to the date of hearing.

ADOPTED at a regular session of the City Council of the City of Camas this 5<sup>th</sup> day of May 2025.

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

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

APPROVED as to form:

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



Vancouver Office

18405 SE Mill Plain Boulevard, Suite 100 Vancouver, WA 98683  
360.695.3411 www.mackaysposito.com

## LEGAL DESCRIPTION FOR SOUTHEAST BYBEE ROAD VACATION

October 8, 2024

A parcel of land lying in the Southeast quarter of the Southwest quarter of Section 32, Township 2 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County Washington, described as follows:

COMMENCING at the Southeast corner of the Southwest quarter of said Section 32;

THENCE North 88° 42' 51" West along the South line of said Southwest quarter of said Section 32, a distance of 552.58 feet;

THENCE leaving said South line, North 01° 17' 09" East, a distance of 37.00 feet to the intersection of the North right of way line of Northwest 38<sup>th</sup> Avenue and the Easterly right of way line of Southeast Bybee Road and the TRUE POINT OF BEGINNING;

THENCE along the Easterly right-of-way line of Southeast Bybee Road the following courses:

THENCE along a non-tangent radius 201.50 foot radius curve to the right (the long chord of which bears North 69° 49' 54" West, 41.38 feet) through a central angle of 11° 47' 08", an arc distance of 41.45 feet to a 120.00 radius curve to the right;

THENCE along said 120.00 foot radius curve to the right (the long chord of which bears North 39° 14' 17" West, 100.29 feet ) through a central angle of 49° 24' 05", an arc distance of 103.47 feet;

THENCE North 14° 32' 14" West 25.74 feet to a 370.00 foot radius curve to the right;

THENCE along said 370.00 foot radius curve to the right (the long chord of which bears North 05° 59' 38" West, 109.94 feet) through a central angle of 17° 05' 13", an arc distance of 110.34 feet;

THENCE North 02° 32' 59" East 337.85 feet to a 230.00 foot radius curve to the left;

THENCE along said 230.00 foot radius curve to the left (the long chord of which bears North 01° 40' 10" West, 33.84 feet) through a central angle of 08° 26' 19", an arc distance of 33.87 feet;

10/08/24

Page 2

THENCE leaving said Easterly right of way line North  $58^{\circ} 19' 53''$  West 86.18 feet to a point on the Westerly right of way line of Southeast Bybee Road and a non-tangent 170.00 foot radius curve to the right;

THENCE along the Westerly right-of-way line of Southeast Bybee Road the following courses:

THENCE along said 170.00 foot radius curve to the right (the long chord of which bears South  $10^{\circ} 40' 10''$  East 77.75 feet) through a central angle of  $26^{\circ} 26' 19''$ , an arc distance of 78.44 feet;

THENCE South  $02^{\circ} 32' 59''$  West 337.85 to a 430.00 foot radius curve to the left;

THENCE along said 430.00 foot radius curve to the left (the long chord of which bears South  $05^{\circ} 59' 38''$  East 127.76 feet) through a central angle of  $17^{\circ} 05' 13''$ , an arc distance of 128.24 feet;

THENCE South  $14^{\circ} 32' 14''$  East 25.74 to a 180.00 foot radius curve to the left;

THENCE along said 180.00 foot radius curve to the left (the long chord of which bears South  $28^{\circ} 02' 08''$  East 84.03 feet) through a central angle of  $26^{\circ} 59' 48''$ , an arc distance of 84.81 feet to a point on the North right-of-way of Northwest 38<sup>th</sup> Avenue, said point being 37.00 feet North of the centerline of Northwest 38<sup>th</sup> Avenue when measured at right angles to said centerline;

THENCE South  $88^{\circ} 42' 51''$  East leaving said Westerly right-of way line of Southeast Bybee Road and along said North right-of-way of Northwest 38<sup>th</sup> Avenue 120.89 feet to the TRUE POINT OF BEGINNING.

EXCEPT any portion lying within Northwest 38<sup>th</sup> Avenue.

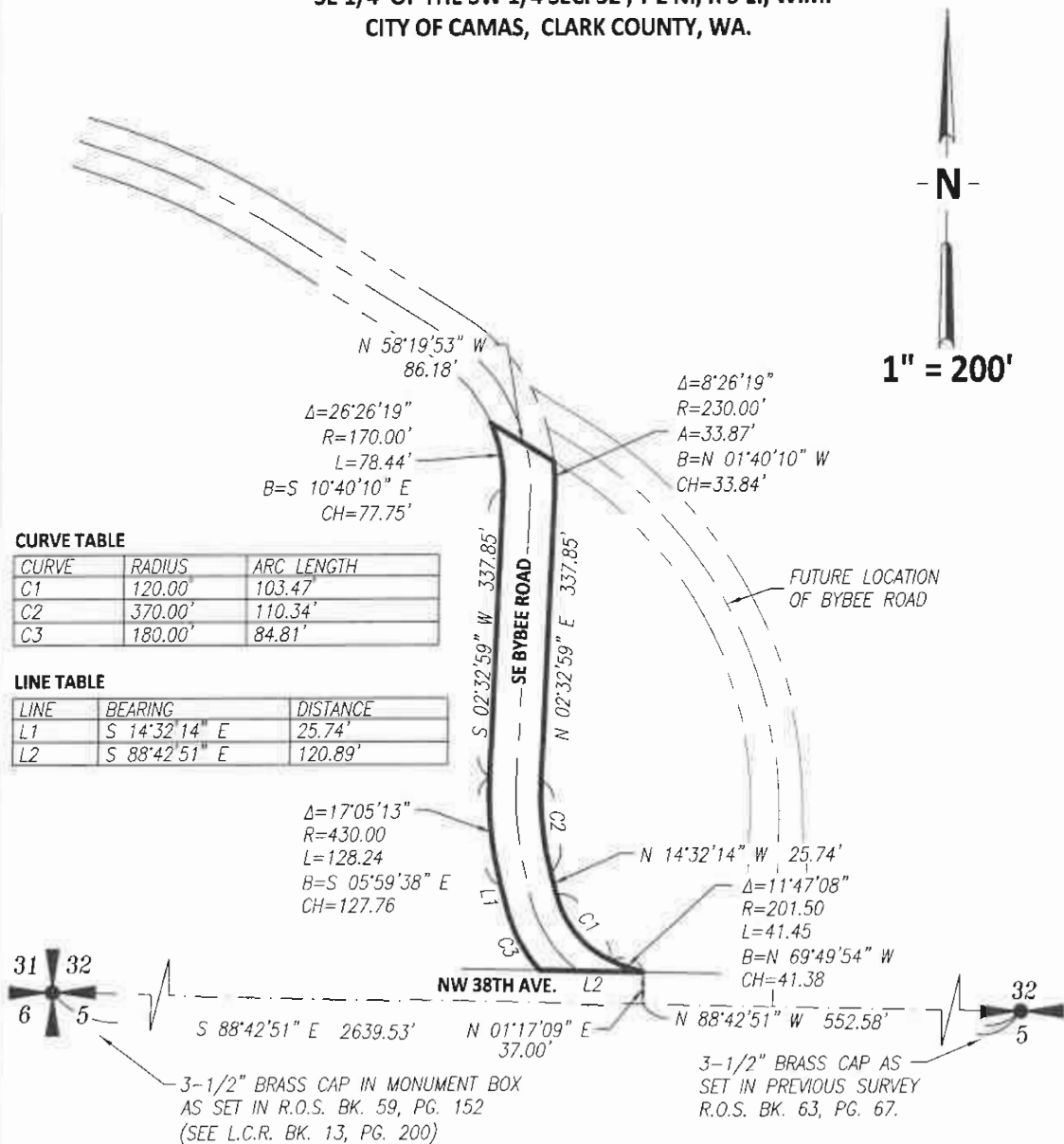
Containing 0.88 Acres or 38,562 Square Feet, more or less.



10-9-2024

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR BYBEE ROAD VACATION

SE 1/4 OF THE SW 1/4 SEC. 32, T 2 N., R 3 E., W.M.  
CITY OF CAMAS, CLARK COUNTY, WA.



MacKay Sposito

ENERGY PUBLIC WORKS LAND DEVELOPMENT

www.mackaysposito.com

18405 SE MILL PLAIN BLVD., SUITE 100  
VANCOUVER, WA 98683  
VANCOUVER: (360) 695-3411  
PORTLAND: (503) 289-6726  
FAX (360) 695-0833

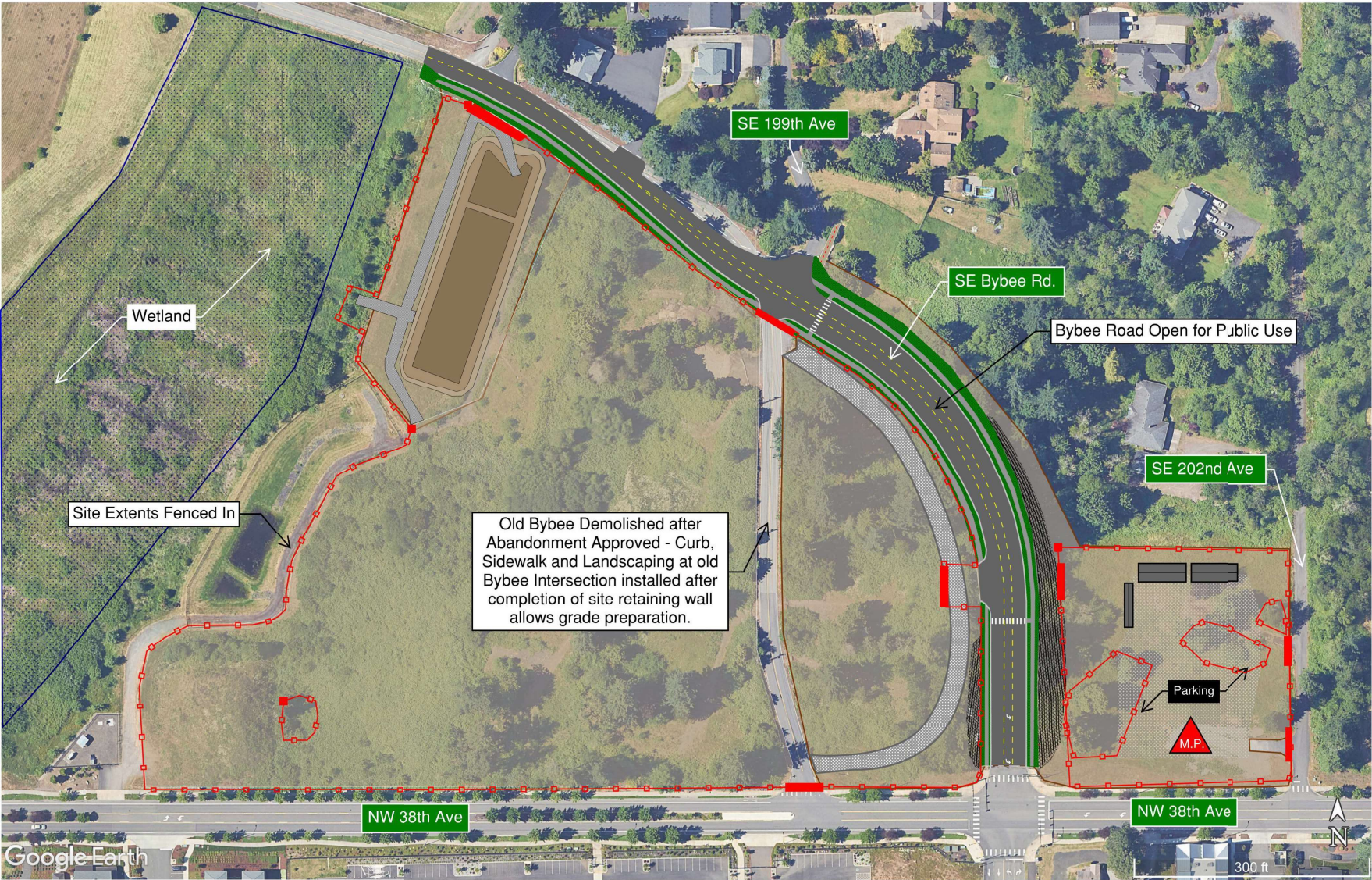
PAGE 1 OF 1

18572\_BYBEE ROAD VACATION





# Bybee Road Realignment | Complete



## Key

- Water
- Storm
- Electrical
- Telecoms
- Fencing
- Traffic
- Barricades
- Cleared Site
- Power Lines
- Wheel Wash
- Muster Point
- Flagging

## Narrative

New Bybee Rd. open to the public.

Old Bybee demolished after abandonment approval.

Extents of the Site are fenced and gated.

## Traffic Control

TCP#2 NW 38th Lane Closure during curb, sidewalk, and landscaping at old Bybee Intersection  
TCP#3 NW 38th Shoulder Closure during installation of site retaining wall and other activities immediately adjacent to NW 38th.





## Staff Report – Public Hearing for Ordinance

May 5, 2025, Council Regular Meeting

Public Hearing - Ordinance No. 25-005 Accessory Dwelling Unit Interim Ordinance Extension

Presenter: Alan Peters, Community Development Director

Time Estimate: 10 minutes

Phone	Email
360.817.7254	apeters@cityofcamas.us

**BACKGROUND:** Council adopted Ordinance No. 24-007, interim accessory dwelling unit (ADU) regulations on May 6, 2024. The interim ordinance addresses developmental standards for ADUs related to building height, building size, and neighborhood compatibility and privacy while the City completes its comprehensive plan periodic update and develops permanent ADU regulations consistent with the new requirements of HB 1337 and RCW 36.70A.

The interim ordinance is effective for one year and will expire on May 6, 2025, unless renewed by Council. Ordinance No. 25-005 will extend the interim ordinance by six months as allowed by RCW 36.70A.390.

**SUMMARY:** ADUs are small, self-contained residential units located on the same lot as a primary single-family dwelling. ADUs are regulated in Camas by CMC Chapter 18.27 and are allowed in all zones where residential uses are permitted.

In 2023 the Washington State Legislature passed HB 1337, a bill allowing two ADUs per residential lot and limiting how cities can regulate ADUs. The City is addressing these new requirements as part of the *Our Camas 2045* Comprehensive Plan update process. Separately from this process, Council identified concerns with the City's existing ADU regulations that allowed for very large ADUs to be permitted. Council then determined that an emergency interim ordinance was necessary to limit ADU building height, size, and address neighbor privacy concerns while staff works on the comprehensive plan update.

Ordinance No. 24-007 was adopted as an emergency interim ordinance pursuant to RCW 35A.63.220 and RCW 36.70A.390. The interim ordinance is in effect for one year (the maximum allowed by statute) and will expire on May 6, 2025. While staff has made significant progress on the comprehensive plan update, the City is not yet ready to adopt permanent revisions to the ADU regulations. The interim ordinance will need to be extended in order to preserve the interim development standards while work on the comprehensive plan update is completed.

RCW 36.70A.390 allows for interim zoning ordinances to be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

Ordinance No. 25-005 would extend the following interim ADU regulations through November 6, 2025.

#### Interim Ordinance Standards

- Maximum Height. The interim ordinance sets a maximum ADU building height of 24 ft. The City's prior maximum height was 25 ft.
- Maximum Floor Area. The interim ordinance limits the floor area of an ADU to 40% of the size of the primary unit, up to a maximum of 1,000 sq. ft. The City did not previously have a maximum size limit of 1,000 sq. ft.
- Privacy. The interim ordinance includes the following privacy standards to minimize disruption of privacy and outdoor activities on adjacent properties:
  - Stagger windows and doors to not align with such features on abutting properties.
  - Avoid upper-level windows, entries and decks that face common property lines to reduce overlook of a neighboring property.
  - Install landscaping as necessary to provide for the privacy and screening of abutting property.

**BENEFITS TO THE COMMUNITY:** The identified code amendments would support the stated purpose of the City's ADU regulations in CMC 18.27:

- A. *Provide for a range of choices of housing in the city;*
- B. *Provide additional dwelling units, thereby increasing densities with minimal cost and disruption to existing neighborhoods;*
- C. *Allow individuals and smaller households to retain large houses as residences; and*
- D. *Enhance options for families by providing opportunities for older or younger relatives to live in close proximity while maintaining a degree of privacy.*
- E. *Ensure that the development of an ADU does not cause unanticipated impact on the character or stability of single-family neighborhoods.*

**POTENTIAL CHALLENGES:** If the interim ordinance is not extended, then the prior ADU standards related to height and building size would go back into effect.

**RECOMMENDATION:** Staff recommends Council hold the public hearing, take public testimony, and adopt Ordinance No. 25-005 and it be published accordingly to law.



## ORDINANCE NO. 25-005

AN ORDINANCE extending for an additional six-month period the interim ordinance amending Section 18.27.050 of the Camas Municipal Code relating to Development Standards for Accessory Dwelling Units adopted under Ordinance No. 24-007, and adopting findings in support of the extension

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 allow a City to adopt emergency interim regulations associated with zoning matters, on certain conditions; and

WHEREAS, Ordinance No. 24-007, passed by the City Council on May 6, 2024, imposed twelve-month development regulations related to accessory dwelling units (ADUs); and

WHEREAS, during the 2023 Washington State Legislature, the Legislature approved and Governor Inslee signed into law Engrossed House Bill 1337, amending RCW 36.70A which requires local jurisdictions to enact significant changes to how ADUs are regulated; and

WHEREAS, the City of Camas must amend its ADU regulations to comply with RCW 36.70A within six months of its comprehensive plan update deadline of December 31, 2025; and

WHEREAS, City staff are preparing amendments to the City's ADU regulations, but those amendments will not be ready for review and consideration until the City completes its comprehensive plan update later this year; AND

WHEREAS, the City Council finds that extending the interim changes to Camas Municipal Code Chapter 18.27 originally established under Ordinance No. 24-007 while City staff completes preparation of amendments to the City's ADU regulations is necessary for the preservation of the public peace, health, and safety, and for the support of City government and its existing public institutions; and

WHEREAS, RCW 36.70A.390 and RCW 35A.63.220 authorizes the City to extend the interim development regulation for additional six-month periods as long as a public hearing is held prior to the extension and findings are made justifying the continuing imposition of the interim development regulation; and

WHEREAS, the City Council held a Public Hearing, duly advertised according to law, on May 5, 2025 for consideration of this interim ordinance.

NOW, WHEREFORE, THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

I

The findings of the City Council in Ordinance No. 24-007 are hereby re-adopted as justification for the extension of the interim development regulation established by that ordinance. The recitals set forth above in this Ordinance are hereby adopted as additional findings of the Camas City Council in support of the extension.

II

Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the emergency interim regulations of the Camas Municipal Code made by Ordinance No. 24-007 are hereby extended for an additional six months from the current expiration date through November 6, 2025.

III

This interim ordinance shall be effective upon adoption by the Council, by a vote of a majority of the Council plus one, and shall be in effect until November 6, 2025, unless extended or cancelled pursuant to the work plan described herein. While this interim ordinance is in effect, the City will continue working on its comprehensive plan periodic update and receive public input on what measures of this interim ordinance should be made permanent and/or how to implement the new

requirements of EHB 1337 and RCW 36.70A.

#### Work Plan:

The City of Camas is now undergoing a periodic review and update of its comprehensive plan with a completion date of December 31, 2025, pursuant to RCW 36.70A.130. The City is required to comply with the new requirements of EHB 1337 and RCW 36.70A within six months of December 31, 2025, and as part of the update process will develop permanent revisions to Camas Municipal Code Chapter 18.27 to comply with these requirements and will consider whether the measures of this interim ordinance should be made permanent.

#### IV

The City adopts the following work plan:

1. Housing Needs Assessment – Completed May 2024

2. Public Participation – Ongoing

Review public input related to housing received during the comprehensive plan update process.

3. Draft Comprehensive Plan Policies – Draft completed April 2025

4. Draft Accessory Dwelling Unit Regulations – May 2025 – December 2025

Staff will draft new ADU regulations based on new comprehensive plan housing policies and review of Department of Commerce guidance related to EHB 1337.

5. Planning Commission Review – April 2025 – December 2025

6. City Council Review – June 2025 – December 2025

7. Adoption of permanent Accessory Dwelling Unit Regulations – December 2025

#### VI

This ordinance has been passed by a majority plus one vote of the whole membership of

Ordinance No. 25-005

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the City Council, shall take force and be in effect immediately upon passage.

PASSED by the Council and APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_,  
2025.

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

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

APPROVED as to form:

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

## ORDINANCE NO. 24-007

AN ORDINANCE adopting an emergency interim ordinance pursuant to RCW 35A.63.220 and RCW 36.70A.390, amending Section 18.27.050 of the Camas Municipal Code relating to Development Standards for Accessory Dwelling Units, establishing a work plan as required by law, and declaring an emergency necessitating immediate adoption of the interim regulations.

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 allow a City to adopt emergency interim regulations associated with zoning matters, on certain conditions; and

WHEREAS, the City of Camas provides for the development of accessory dwelling units (ADUs) in order to provide for a range of housing choices in the City; and

WHEREAS, Camas Municipal Code Chapter 18.27 sets for certain regulations for ADUs to ensure that the development of an ADU does not cause unanticipated impacts on the character or stability of single-family neighborhoods; and

WHEREAS, the Camas Municipal Code Chapter 18.27 includes developmental standards related to architectural compatibility, building height, and building size to ensure neighborhood compatibility; and

WHEREAS, recent ADU developments have highlighted the need for immediate review of these standards; and

WHEREAS, during the 2023 Washington State Legislature, the Legislature approved and Governor Inslee signed into law Engrossed House Bill 1337, amending RCW 36.70A which requires local jurisdictions to enact significant changes to how ADUs are regulated; and

WHEREAS, RCW 36.70A limits a local jurisdiction's ability to regulate height, size, and ADU design; and

WHEREAS, the City of Camas must amend its ADU regulations to comply with RCW 36.70A within six months of its comprehensive plan update deadline of December 31, 2025; and

WHEREAS, the City of Camas is now conducting a periodic review and update of its comprehensive plan which will address the new requirements of EHB 1337 and other topics; and

WHEREAS, the City Council finds that immediate interim changes to Camas Municipal Code Chapter 18.27 are necessary for the immediate preservation of the public peace, health, and safety, and for the immediate support of City government and its existing public institutions; and

WHEREAS, the City Council held a Public Hearing, duly advertised according to law, on May 6, 2024 for consideration of this interim ordinance.

NOW, WHEREFORE, THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

#### I

The purpose of the interim ordinance is to address developmental standards for ADUs related to building height, building size, and neighborhood compatibility and privacy while the City of Camas completes its comprehensive plan periodic update and develops permanent ADU regulations consistent with the new requirements of EHB 1337 and RCW 36.70A.

#### II

Section 18.27.050 – Development Standards shall be amended to provide as set forth in the attached Exhibit "A".

#### III

This interim zoning ordinance must be adopted to be effective immediately in order to ensure that new ADUs do not cause unanticipated impacts on the character or stability of single-family neighborhoods while the City reviews and revises, as appropriate and necessary according to

state law, its comprehensive plan and development regulations relating to ADUs, and to prevent new permit applicants from potentially establishing vested rights inconsistent with the City's future ADU regulations to be considered and adopted while the interim ordinance is effective. The findings and conclusions above are adopted by the City Council in support of the designation of this ordinance as a public emergency necessary for the protection of the public peace, health, and safety.

#### IV

This interim ordinance shall be effective upon adoption by the Council, by a vote of a majority of the Council plus one, and shall be in effect until May 6, 2025, unless extended or cancelled pursuant to the work plan described herein. While this interim ordinance is in effect, the City will complete its comprehensive plan periodic update and receive public input on what measures of this interim ordinance should be made permanent and/or how to implement the new requirements of EHB 1337 and RCW 36.70A.

#### Work Plan:

The City of Camas is now undergoing a periodic review and update of its comprehensive plan with a completion date of December 31, 2025, pursuant to RCW 36.70A.130. The City is required to comply with the new requirements of EHB 1337 and RCW 36.70A within six months of December 31, 2025, and as part of the update process will develop permanent revisions to Camas Municipal Code Chapter 18.27 to comply with these requirements and will consider whether the measures of this interim ordinance should be made permanent.

#### V

The City adopts the following work schedule:

1. Housing Needs Assessment – May 2024 - August 2024

Staff will conduct an audit of the City's comprehensive plan housing element, the City's housing action plan, and review local housing development trends.

2. Public Participation – May 2024 - May 2025

Staff will receive public input related to housing as part of its public engagement strategy for the comprehensive plan update process.

3. Draft Comprehensive Plan Policies – September 2024 - April 2025

Staff will draft new comprehensive plan housing policies which will be informed by the housing needs assessment and public participation.

4. Draft Accessory Dwelling Unit Regulations – December 2024 - May 2025

Staff will draft new ADU regulations based on new comprehensive plan housing policies and review of Department of Commerce guidance related to EHB 1337.

5. Planning Commission Review – February 2025 - April 2025

6. City Council Review – March 2025 - May 2025

7. Adoption of permanent Accessory Dwelling Unit Regulations – May 2025

VI

This ordinance has been passed by a majority plus one vote of the whole membership of the City Council, shall take force and be in effect immediately upon passage.

PASSED by the Council and APPROVED by the Mayor this 6th day of May,  
2024.

SIGNED:

  
Mayor



Ordinance No. 24-007

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ATTEST: Sydney Balu  
Clerk

APPROVED as to form:

[Signature]  
City Attorney

**EXHIBIT “A”**

Title 18 - ZONING  
Chapter 18.27 ACCESSORY DWELLING UNITS

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**Chapter 18.27 ACCESSORY DWELLING UNITS****18.27.010 Purpose.**

Accessory dwelling units are intended to:

- A. Provide for a range of choices of housing in the city;
- B. Provide additional dwelling units, thereby increasing densities with minimal cost and disruption to existing neighborhoods;
- C. Allow individuals and smaller households to retain large houses as residences; and
- D. Enhance options for families by providing opportunities for older or younger relatives to live in close proximity while maintaining a degree of privacy.
- E. Ensure that the development of an ADU does not cause unanticipated impact on the character or stability of single-family neighborhoods.

**18.27.020 Scope.**

Accessory dwelling units shall meet the requirement of this chapter, and may be allowed in all zones where residential uses are permitted.

**18.27.030 Definition.**

An "accessory dwelling unit (ADU)" means an additional smaller, subordinate dwelling unit on a lot with or in an existing or new house. These secondary units contain a private bath and kitchen facilities comprising an independent, self-contained dwelling unit. An ADU is not a duplex because the intensity of use is less due to the limitations of size.

**18.27.040 Establishing an accessory dwelling unit.**

An accessory dwelling unit may be created through:

- A. Internal conversion within an existing dwelling;
  - B. The addition of new square footage to the existing house, or to a garage;
  - C. Conversion of an existing garage provided it is not larger than the primary residence.
  - D. Inclusion in the development plans for, or as part of, the construction of a new single-family detached dwelling unit; or
  - E. A separate detached dwelling unit on the same lot as the primary dwelling unit.
-

## 18.27.050 Development standards.

- A. Number. No more than one accessory dwelling unit per legal lot is permitted, and it must be accessory to a single-family residence. A lot of record lawfully occupied by two or more single-family residences shall not be permitted to have an accessory dwelling unit, unless the lot is short platted under Title 17 of this code. If a short plat is approved, an accessory dwelling unit for each dwelling unit is permitted only if all dimensional standards of the underlying zone, and all other provisions of this chapter are met.
- B. Building Permit. The applicant must apply for a building permit for an accessory dwelling unit. An ADU shall comply with applicable building, fire, health, and safety codes. Addressing of the ADU shall be assigned by the building department, with approval by the fire department. An ADU cannot be occupied until a certificate of occupancy is issued by the building department.
- C. Conformance to Zoning. The addition of an accessory dwelling unit shall not make any lot, structure or use nonconforming within the development site. An accessory dwelling unit shall conform to existing requirements for the primary residence, unless stated otherwise in this chapter. Building height is limited to twenty four~~twenty five~~ feet for a detached ADU. Building height requirements of the underlying zone apply to the ADU for internal conversion, or structural addition to the existing primary dwelling.
- D. Placement. An accessory dwelling unit shall not project beyond the front building line. A detached ADU shall not be located closer than five feet to a side or rear lot line, or not closer than twenty feet to a side lot line along a flanking street of a corner lot.
- E. Total Floor Area. The total gross floor area of an accessory dwelling unit shall not exceed forty percent of the primary unit, up to a maximum of 1,000 square feet.~~of the area of the primary dwelling's living area.~~ The living area of the primary unit excludes uninhabitable floor area and garage or other outbuilding square footage whether attached or detached.
- F. Parking. An accessory dwelling unit shall have a minimum of one on-site parking space, in addition to the primary dwelling unit's designated parking spaces if there is not on street parking allowed.
- G. Architectural Design. The exterior appearance of an addition or detached accessory dwelling unit shall be architecturally compatible with the primary residence. Compatibility includes coordination of architectural style, exterior building materials and color, roof material, form and pitch, window style and placement, other architectural features, and landscaping.
- H. Entrances. For an accessory dwelling unit created by internal conversion or by an addition to an existing primary dwelling, only one entrance may be located on the front of the house, unless the house contained additional front doors before the conversion. Secondary entrances should be located on the side or rear of the primary residence to the extent possible.
- G. Privacy. ADUs shall be designed and located to minimize disruption of privacy and outdoor activities on adjacent properties. Strategies to accomplish this include, but are not limited to:
  - a. Stagger windows and doors to not align with such features on abutting properties.
  - b. Avoid upper level windows, entries and decks that face common property lines to reduce overlook of a neighboring property.
  - c. Install landscaping as necessary to provide for the privacy and screening of abutting property.
- ~~H.~~ Utilities. An accessory dwelling unit shall connect to public sewer and water. A home or lot not connected to public sewer and water, which adds an accessory dwelling unit, shall connect to public sewer and water. ~~An ADU may have shared or separate public sewer and water services.~~
- ~~I.~~ Nonconformity. A home or lot which has an accessory dwelling unit which was established prior to adoption of this chapter may be approved for a building permit, subject to the provisions of Chapter 18.41 "Nonconforming Lots, Structures and Uses."

~~K. Reserved.~~

- ~~JL.~~ Owner Occupancy. Prior to the issuance of a building permit establishing an accessory dwelling unit, the applicant shall record the ADU as a deed restriction with the Clark County auditor's office. Forms shall be provided by the city stating that one of the dwelling units is and will continue to be occupied by the owner of the property as the owner's principal and permanent residence for as long as the other unit is being rented or otherwise occupied. The owner shall show proof of ownership, and shall maintain residency for at least six months out of the year, and at no time receive rent for the owner occupied unit. Falsely certifying owner occupancy shall be considered a violation of the zoning ordinance, and is subject to the enforcement actions.

#### **18.27.060 Design guidelines.**

- A. Exterior Finish Materials. Exterior finish materials must duplicate or reflect the exterior finish material on the primary dwelling unit.
- B. Roof Slopes. For buildings over fifteen feet in height, the slope of the accessory dwelling unit roof must be the same as that of the predominate slope of the primary dwelling structure.
- C. Historic Structures. If an accessory dwelling unit is on the same lot as, or within an historic structure which has been designated on the national, state, or local historic register, the following design guidelines are applicable:
  - 1. Exterior materials shall be of the same type, size, and placement as those of the primary dwelling structure.
  - 2. Trim on edges of elements of an ADU shall be the same as those of the primary structure in type, size, and placement.
  - 3. Windows in any elevation which faces a street shall match those in the primary structure in proportion, i.e., same height, width, and orientation (horizontal or vertical).
  - 4. Pediment and Dormers. Each accessory dwelling unit over twenty feet in height shall have either a roof pediment or dormer, if one or the other of these architectural features are present on the primary dwelling.



## Staff Report

May 5, 2025 Council Regular Meeting

Resolution No. 25-005 - Parklands at Camas Meadows Development Agreement  
Amendment

Presenter: Alan Peters, Community Development Director

Time Estimate: 5 minutes

Phone	Email
360.817.7254	apeters@cityofcamas.us

**BACKGROUND:** Council voted to approve an amendment to the development agreement for the Parklands at Camas Meadows following a public hearing on April 21, 2025. Resolution No. 25-005 authorizes the Mayor to sign the agreement on behalf of the City.

**SUMMARY:** Cities are authorized to enter into development agreements under RCW 36.70B.170. Camas Municipal Code Section 18.55.340 provides for Council approval of development agreements within the City of Camas by resolution.

The existing Parklands at Camas Meadows development agreement proposed 42 single-family lots, four commercial buildings, and one mixed-use building with 24 units. The site has been developed with 42 dwellings and two commercial buildings. The amendment would convert the remaining commercial lots to additional residential units and include a new privately owned pocket park.

**BENEFITS TO THE COMMUNITY:** The amendments will result in a project complementing the surrounding residential development and shift undeveloped commercial property into a developed residential use land use. The proposed pocket park would benefit nearby residents who do not have any City parks nearby.

**RECOMMENDATION:** Staff recommends Council adopt Resolution No. 25-005.

RESOLUTION NO. 25-005

A RESOLUTION approving the First Amendment to Development Agreement between the City of Camas and Vestcapital Fund II, LLC and MAS1A, LLC

WHEREAS, the Council of the City of Camas has previously approved a Development Agreement with the predecessors of the current owners in title recorded under Auditor’s File No. 5268706 AGR; and

WHEREAS, City and Vestcapital Fund II, LLC and MAS1A, LLC, have negotiated a First Amendment to Development Agreement; and

WHEREAS, the City Council has conducted a public hearing according to law on the proposed First Amendment to Development Agreement, at which time it considered testimony from all interested parties; and

WHEREAS, the City Council desires to approve the First Amendment to the Development Agreement and authorize the recording thereof with the Clark County Auditor;

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

I

That certain First Amendment to Development Agreement between the City of Camas and Vestcapital Fund II, LLC and MAS1A, LLC relating to real property located within the City’s municipal boundaries is hereby approved. The Mayor is authorized and instructed to sign the Agreement on behalf of the City.

II

Upon execution by all parties thereto, the First Amendment to Development Agreement shall be recorded with the Clark County Auditor, pursuant to the requirements of RCW 36.70B.190.

ADOPTED BY THE COUNCIL OF THE CITY OF CAMAS AND APPROVED BY THE MAYOR this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

APPROVED as to form:

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

AFTER RECORDING, RETURN TO:

James D. Howsley  
Jordan Ramis PC  
1211 SW Fifth Ave., 27<sup>th</sup> Floor  
Portland, OR 97204

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Space Above for Recording Information Only

### **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

This First Amendment to Development Agreement (the "First Amendment") is made and entered into by and between the CITY OF CAMAS, a Washington Municipal Corporation (hereinafter referred to as the "City"), and Vestcapital Fund II, LLC and MAS1A, LLC (hereinafter referred to as the "Owners") (and collectively referred to as "Parties").

### **RECITALS**

WHEREAS, the City and the Owners' predecessors executed that certain Development Agreement recorded as Document No. 5268706 AGR on March 28, 2016 ("Original Development Agreement"); and Owners own certain real property that is located within the City's municipal boundary and that is more fully described within the Master Plan and attached Exhibit "A", (hereinafter referred to as the "Property"); and,

WHEREAS, the Property is within the Mixed Use Planned Development Overlay which requires approval of a Master Plan and a Development Agreement; and

WHEREAS, the Original Development Agreement has a ten year term that extends to March 27, 2026 and thus remains in effect; and

WHEREAS, most of the area of the Original Master Plan has been successfully developed, with infrastructure to serve the Property; and

WHEREAS, the Parties desire to replace the Original Development with a revised Master Plan applicable to the Property, and desire to extend the original term to allow ten more years for completion of the revised project.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**Section 1. Development Agreement.** This Agreement is a Development Agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 through RCW 36.70B.210. It shall become a contract between the Owner and the City upon its approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170; and upon execution by all parties.

**Section 2. Term of Agreement.** This First Amendment shall commence upon the Effective Date, and it, together with the Original Development Agreement, shall be valid for a period of ten (10) years; unless extended or terminated by mutual consent of the Parties; provided however, if this First Amendment or any initial land use applications related to the Property and filed within one year of the effective date of this First Amendment, are appealed, the term of this Agreement shall be tolled for the time during which the appeal is pending or eighteen (18) months, whichever is less. The "Effective Date" shall be the date of recording, which shall occur within thirty days of the date of the adopting Resolution.

**Section 3. Vesting.** Any land use applications submitted with respect to the Property during the term of this First Amendment, shall be vested to the following land use regulations and Development Standards in effect on the effective date of this First Amendment: CMC Title 16.0116.21; CMC 16.31; CMC Title 17 and CMC Title 18 (through Ordinance 24-007), unless otherwise provided for in this First Amendment through Exhibit "B" Dimensional Standards or Exhibit "C" Master Plan. Any land use approvals affecting the Property issued after the effective date of this First Amendment shall remain in effect during the term of this First Amendment; provided however, that preliminary plat approvals shall be valid for a period of seven years from the date of the approval, regardless of whether the end of such seven years occurs during or after the term of this First Amendment. The vesting provided for under this First Amendment shall not apply to System Development Charges, Impact Fees or application or review fees, which shall be assessed at the then-current rates.

**Section 4. Master Plan.** Parties agree to incorporate by reference Exhibit C The Proposed Site Plan as the Master Plan for development of the Property. The Master Plan provides the Parties with predictability regarding the future development of the Property. Minimum dimensional standards that the Owner shall utilize for development under the Master Plan are provided for in Exhibit "B". Owner agrees to make best efforts to obtain permits and construct a public pocket park consistent with the Master Plan. Consistent with Camas Municipal Code (CMC) 18.09.060 D, the lot size, width, depth and setback standards shown on Exhibit "B" are herein negotiated consistent with the preservation of open space in the pocket park. The Property may be developed with a maximum 11 single family lots, and maximum 2 duplexes. A number of studies have been completed that aided in the Master Plan as well as the subdivision application already submitted to the city. Those studies include:

Phase 1 Environmental Site Assessment, Columbia West Engineering, Inc., August 31, 2015.

Existing Conditions & Boundary Survey — without Trees (Sheets 1 and 2), Minister Glaeser Surveying, Inc., December 10, 2015.



Existing Conditions & Boundary Survey — with Trees (Sheets 1 and 2), Minister-Glaeser Surveying, Inc., December 10, 2015.

City of Camas Archaeological Predetermination Survey of 542 NW 218th Ave, Camas, Washington, Applied Archaeological Research, Inc., March 17, 2015.

Parklands Executive Residential Subdivision and Parklands Business Park: Preliminary Stormwater Design Report (TIR), Kessi Consulting, January 24, 2016.

Parklands at Camas Meadows Traffic Impact Study, H. Lee & Associates, November 18, 2015.

Wetland Delineation Report for Parklands at Camas Meadows Camas (Final Report), Washington, Ecological Land Services, Inc., December 15, 2015.

Geotechnical Site Investigation Parklands at Camas Meadows Camas, Washington, Columbia West Engineering, Inc., June 23, 2015.

**Section 4.1. SEPA.** The City issued a SEPA determination of nonsignificance regarding the Original Agreement (SEPA 15-14). Impacts that are identified at future stages of the development, including but not limited to, Site Plan approval, Preliminary Plat approval, Short Plat approval or building permit approvals that have been previously analyzed through this or other SEPA processes, shall not be re-analyzed on the condition that the future identified adverse impacts, in the sole discretion of the City, are substantially similar to and of the same or less intensity as those previously analyzed under this or other SEPA processes. Nothing in this Section shall preclude the City from requesting information, at the cost of the Owner, on the potential adverse environmental impacts associated with a specific land use application that have not been previously identified or analyzed as required under the State Environmental Policy Act.

**Section 4.2. Streetscape.** Owner agrees to incorporate into its development application submittal package streetscape standards for primary streets within the Property addressing street specifications, tree spacing and species, sidewalk separation, trash receptacles, benches and other street amenities that will create an inviting, safe passage for not only vehicular but pedestrian and bicycle traffic. Double frontage lots along NW Camas Meadows Drive are subject to the landscape and fencing requirements of CMC 17.19.030.D.6. The City will allow a deviation to these requirements, provided that the owner installs a sight-obscurer fence or masonry wall along the rear line of any lots backing NW Camas Meadows Drive in-lieu of the CMC requirements. The fence or wall shall comply with the City's Gateway Collector and Arterial Fence design detail or an alternative design of equal or better standard approved at the City's discretion. The owner also agrees to plant at least two minimum two-inch caliper trees per lot, of a species approved by the City, in the rear yard of any lots backing NW Camas Meadows Drive. Duplex lots are subject to CMC 17.19.030.C1, to include a five-foot-wide landscape buffer along the bordering single family lots. This landscape buffer consists of high shrubs to form a continuous screen and ninety-five percent opaque year-round.

**Section 4.3. Pocket Park.** Owner agrees to incorporate into its development application submittal package documents and plans for the pocket park identified as "Tract C New Public Park" on Exhibit C. The documents and plans shall include (1) assurance for completion of the park improvements prior to recording of the final subdivision plat; (2) the park Tract C shall be owned and maintained by an HOA but shall be publicly accessible; (3) a minimum of contiguous

15,000 sq. ft. of area; (4) a minimum of 3,000 sq. ft. play area with equipment suitable for and developmentally appropriate for toddlers and elementary school-aged children; (5) a minimum of one picnic table and two benches; (6) landscaping shall include an open turf area and shade trees; and (7) a minimum 8 ft. wide asphalt or concrete trail providing access to the edge of wetland Tract A. No off-street parking is required for the park. The owner agrees to install two solar-powered, rectangular rapid-flashing beacons at the west pedestrian crosswalk of the intersection of NW McMaster Drive and NW Camas Meadows Drive.

**Section 5. Remedies.** Should a disagreement arise between the City and Owner regarding the interpretation and application of this First Amendment, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

**Section 6. Performance.** Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

**Section 7. Venue.** This First Amendment shall be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this First Amendment.

**Section 8. Severability.** If any portion of this First Amendment shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

**Section 9. Inconsistencies.** If any provisions of the Camas Municipal Code or Master Plan are deemed inconsistent with the provisions of this First Amendment, the provisions of this First Amendment shall prevail.

**Section 10. Binding on Successors and Recording.** The rights and obligations created by this First Amendment are assignable and shall be binding upon and inure to the benefit of Owner, the City, and their respective heirs, successors and assigns. Only Owners and the City or their assigns shall have the right to enforce the terms of this First Amendment. This First Amendment shall be recorded against the Property with the Clark County Auditor. Pursuant to RCW 36.70B.170(4), the City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

**Section 11. Recitals.** Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

CITY OF CAMAS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

MAS1A, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

VESTCAPITAL FUND II, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

STATE OF WASHINGTON                    )  
   ) ss.  
 County of Clark                            )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
 is the Person who appeared before me, and said person acknowledged that he signed this  
 instrument, on oath stated that he was authorized to execute this instrument and acknowledged it  
 as the \_\_\_\_\_ of MAS1A, LLC to be free and voluntary act of such party  
 for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
 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 \_\_\_\_\_  
 is the Person who appeared before me, and said person acknowledged that he signed this  
 instrument, on oath stated that he was authorized to execute this instrument and acknowledged it  
 as the \_\_\_\_\_ of VestCapital Fund, LLC to be free and voluntary act of  
 such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
 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 \_\_\_\_\_  
is the Person who appeared before me, and said person acknowledged that he signed this  
instrument, on oath stated that he was authorized to execute this instrument and acknowledged it  
as the \_\_\_\_\_ of City of Camas, WA to be free and voluntary act of such  
party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

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

**EXHIBIT A: PROPERTY DESCRIPTION**

Lot 43, Lot 44, and adjusted Lot 45 of the Estates at the Archery subdivision, recorded at Book 311, Page 924 of Clark County Book of Plats, in the SE & SW 1/4 of Sec. 28, T2N, R3E, W.M., Clark County, WA.

The abbreviated legal descriptions for the three parcels is:

Lot 43 (Parcel 986043913)

ESTATES AT THE ARCHERY LOT 44 311924

Lot 44 (Parcel 986043914)

ESTATES AT THE ARCHERY LOT 44 311924

Adjusted Lot 45 (Parcel 986043915)

ESTATES AT THE ARCHERY ADJ LOT 45 311924

## EXHIBIT "B" DIMENSIONAL STANDARDS

The Master Plan will implement the following development standards that provide for flexibility in creating a high-quality design. The master plan includes 11 single-family lots and 2 duplexes.

Development Standard	Single Family	<u>Duplex</u>
<b>A. New Lot Dimensions</b>		
Minimum lot size (square feet)	8,000	2,100
Maximum lot size (square feet)	<u>No Limitation</u>	<u>No Limitation</u>
Minimum lot width (feet)	80	26
Minimum lot depth (feet)	90	60
Maximum building lot coverage	50% (60% with ADU)	65%
Maximum building height (feet)	35	25; up to two stories
<b>B. Setbacks</b>		
Minimum front yard (feet)	15	10
Minimum garage (feet)	20	15
Minimum side yard flanking a street and corner lot rear yard (feet)	5	15
Minimum side yard at street (feet)	10 (5 with ADU or accessory buildings)	15

# EXHIBIT "C" PROPOSED SITE PLAN

