



City Council Regular Meeting Agenda
Tuesday, January 21, 2025, 7:00 PM
Council Chambers, 616 NE 4th AVE

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

To observe the meeting (no public comment ability)

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

To participate in the meeting (able to public comment)

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

(public comments may be submitted to publiccomments@cityofcamas.us)

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

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

CONSENT AGENDA

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

1. [January 6, 2025 Camas City Council Regular and Workshop Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [Approval of Fallen Leaf Lake Property Transfer and Purchase Agreement with Columbia Land Trust](#)
(Submitted by Steve Wall, Public Works Director)
4. [\\$704,475.31 to Trojan Technologies for Ultraviolet Equipment at the Wastewater Treatment Plant](#)
(Submitted by Rob Charles, Utilities Manager)
5. [\\$18,541.00 to Stantec as Amendment No. 3 for Upper Lacamas Lake Dam Gate Replacement Project](#)
(Submitted by Will Noonan, Public Works Operations Manager)

NON-AGENDA ITEMS

6. Staff
7. Council

MAYOR

8. Mayor Announcements

MEETING ITEMS

9. [Public Hearing and Ordinance No. 25-001 for the Transportation Benefit District - Assumption of Powers](#)
[Presenter: Cathy Huber Nickerson, Finance Director and Matthew Thorup, Assistant Finance Director](#)
[Time Estimate: 25 minutes](#)

PUBLIC COMMENTS

CLOSE OF MEETING



**City Council Workshop Minutes – Draft
Monday, January 6, 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, Bonnie Carter, Tim Hein, Leslie Lewallen, John Nohr, Jennifer Senescu, and John Sviarich

Staff: Sydney Baker, Rob Charles, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Will Noonan, Alan Peters, Doug Quinn, Bryan Rachal, Heidi Steffensen, Matthew Thorup, Connie Urquhart, and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post Record

PUBLIC COMMENTS

John Ley, Vancouver, submitted a comment about Light Rail and the Interstate Bridge Replacement.

WORKSHOP TOPICS

1. C-TRAN Light Rail and Interstate Bridge Replacement Presentation
Presenter: Leann Caver and Scott Patterson

This item was for Council's information only.

2. Fallen Leaf Lake Property Transfer from Columbia Land Trust
Presenter: Steve Wall, Public Works Director

This item will be placed on the January 21, 2025 Regular Meeting Consent Agenda for Council's consideration.

3. Lacamas Lake Dam Improvements and Inspection Contract Amendment
Presenter: Will Noonan, Public Works Operations Manager

This item will be placed on the January 21, 2025 Regular Meeting Consent Agenda for Council's consideration.

4. Ultraviolet Equipment Pre-purchase at Waste Water Treatment Plant
Presenter: Rob Charles, Utilities Manager

Meeting minutes created by Sydney Baker.

This item will be placed on the January 21, 2025 Regular Meeting Consent Agenda for Council's consideration.

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

Free gave an update about the Christmas Activities Relief Organization Limited (C.A.R.O.L) program.

Quinn commented about the City Council Planning Conference.

COUNCIL COMMENTS AND REPORTS

Nohr attended the Law Enforcement Officers and Fire Fighters (LEOFF) board meeting and commented about fireworks.

Senescu commented about fireworks.

Lewallen commented about fireworks, light rail, fluoride, and the budget.

Boerke attended the LEOFF board meeting and commented about the upcoming Downtown Camas Association (DCA) planning retreat.

Carter commented about the Highway 14 Slough Bridge.

Hein commented about the CTRAN presentation.

Svilarich commented about fireworks, the Highway 14 Slough Bridge, and the Council Chambers audio system.

PUBLIC COMMENTS

Randy Hopkins, Camas, commented about light rail and fireworks.

CLOSE OF MEETING

The meeting closed at 6:16 p.m.



City Council Regular Meeting Minutes – Draft
Monday, January 6, 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, Bonnie Carter, Tim Hein, Leslie Lewallen, John Nohr, Jennifer Senescu, and John Svilarich

Staff: Sydney Baker, Jennifer Gorsuch, Cathy Huber Nickerson, Shawn MacPherson, Doug Quinn, Bryan Rachal, Heidi Steffensen, Matthew Thorup, Connie Urquhart, and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post Record

PUBLIC COMMENTS

Rachel Wilmoth, Camas, commented about the property acquisition for a future operations center.

Margaret Tweet, Camas, commented about the Regional Transportation Commission.

Darcy Smith, Camas, commented about the Lake Road and Sierra Street intersection.

Darren Harris, Camas, commented about the property acquisition for a future operations center and fireworks.

CONSENT AGENDA

1. December 16, 2024 Camas City Council Regular Meeting Minutes
2. \$5,545,303.50 Automated Clearing House 701542 – 701572 and Claim Checks 159544 – 159581, and \$816.16 Camas Assistance Program (CAP) Check 159543
Approved by Finance Committee

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

NON-AGENDA ITEMS

3. Staff

Wall gave a construction update on NW 38th Avenue and the Highway 14 Slough Bridge.

4. Council

Carter announced that she will be stepping down as the Ward 2 Position 1 representative, effective February 3, 2025.

MAYOR

5. Mayor Announcements

There were no Mayor Announcements.

MEETING ITEMS

6. Property Acquisition for Future Operations Center
Presenter: Steve Wall, Public Works Director

It was moved by Boerke, and seconded, to approve the real estate purchase and sale agreements with Wheeler, Fricke-Kreiter, and Hitchcock and authorize the Mayor or designee to sign the closing documents. The motion carried.

- Boerke – Yes**
- Carter – Yes**
- Hein – No**
- Lewallen – No**
- Nohr – Yes**
- Senescu – No**
- Svilarich – Yes**

PUBLIC COMMENTS

Darcy Smith, Camas, commented about the property acquisition for a future operations center.

Margaret Tweet, Camas, commented about the Lake Road and Sierra Street intersection.

Paul Smith, Camas, commented about the property acquisition for a future operations center.

Rachel Wilmoth, Camas, commented about the Northshore Development Plan.

Nicole Swendsen, Camas, submitted a comment about the property acquisition for a future operations center.

CLOSE OF MEETING

The meeting closed at 8:04 p.m.

PROPERTY TRANSFER/PURCHASE AGREEMENT

The City of Camas, Washington and Columbia Land Trust hereby make the following agreement regarding the transfer of interest in real property.

RECITALS:

1. The Parties:

The parties to this agreement are the City of Camas, a municipal corporation of the State of Washington, hereafter referred to as City, and Columbia Land Trust, a nonprofit corporation organized under the laws of the State of Washington, with its principal place of business in Vancouver, Washington, hereafter referred to as Land Trust. Columbia Land Trust is a nonprofit nature conservancy corporation as that term is defined by RCW 64.04.130. The primary purpose of the Land Trust is to conserve natural resources and open space for the benefit of the public, consistent with its corporate charter, tax-exempt status and acquisition policies.

2. The Property:

The real property which is the subject of this agreement consists of approximately 43.43 acres known as “Fallen Leaf Lake” identified by parcel numbers 90850000 (1.09 acres), 90245000 (30.45 acres) and 90229000 (11.89 acres). The Property is located on the north, west, and south sides; respectively, of Fallen Leaf Lake in Camas, WA. Full legal descriptions of these parcels are attached to this agreement as “Exhibit A”, and is hereby incorporated by reference. The parcels were acquired for conservation purposes using Clark County, WA Conservation Futures Funding.

3. The Parties’ Mutual Interest in the Property

The City intended to acquire title to the Property, using Conservation Futures Funding provided through Clark County, WA, consistent with the City’s plans and goals to provide open space and recreation lands along Fallen Leaf Lake, which is also consistent with the Conservation Futures Natural Areas Acquisition Plan. The City desired to defer the acquisition of title in order to maximize its opportunities to obtain grants and other funds. Pending acquisition, the City desired to have title held by the Land Trust.

Land Trust was willing to acquire and hold title to the Property on an interim basis and to convey the Property to the City upon request.

The City and the Land Trust have abided by the terms of a Memorandum of Understanding dated April 12, 1999 as most recently amended by an Amendment 3 regarding the Property dated June 17, 2024 (the “MOU”). The Parties continue to honor the terms of that MOU and confirm its terms.

4. Land Trust agrees to transfer title of the Property to the City, subject to the following terms and conditions:

- a) City and Land Trust have executed this property transfer/purchase agreement;
- b) Land Trust shall furnish any legal and due diligence documents in the Land Trust's possession to City related to the MOU;
- c) Upon request, Land Trust shall furnish City all annual inspection and management reports regarding the Property prepared by Land Trust during the time Land Trust held title to Property
- d) Land Trust shall transfer title by bargain and sale deed, subject to a deed restriction requiring that the Property remain in conservation as a park and/or natural area;
- e) The City will purchase title insurance in the full fair market value of the Property; and
- f) The City shall pay all escrow fees and closing costs, including, but not limited to, recording fees, taxes and title insurance premiums.

5. Compensation:

City agrees to pay Land Trust \$31,500 in consideration for the Land Trust holding title to the Property for an extended period of time. Compensation shall be considered as payment in full for all outstanding stewardship fees, acceptance and holding of title for the Property consistent with previous and current agreements, and for any transaction costs associated with the transfer of Fallen Leaf Lake property.

6. Indemnity:

City agrees to reimburse, save, indemnify, protect, defend and hold harmless the Land Trust and its officers, directors, employees and agents from and against any and all claims, losses, liabilities, costs, damages and expenses (including reasonable attorneys' fees at trial, including any trial or proceedings in bankruptcy and on any appeal or review) incurred by the Land Trust or the other indemnified parties arising in any manner out of the operations or activities of the City or in connection with the Property before or after the Closing. The indemnity obligations set forth in this Section 6 shall survive Closing and the recordation of the deed conveying the Property to the City. CLT hereby certifies that to the best of their knowledge there are no pending claims related to the property nor are they aware of any incidents which may reasonably result in any claim for damages being presented.

7. General Provisions:

a. Names, addresses and notices:

All notices and correspondence shall be addressed to the parties, as follows:

COLUMBIA LAND TRUST	CITY OF CAMAS
850 Officers' Row	City Hall
Vancouver, WA 98661	616 NE 4 th Ave.
(360) 696-0131	Camas, WA 98607
	(360) 834-6864

b. Counterparts:

The parties may execute this agreement in two or more counterparts, which shall, in the aggregate, be signed by the authorized agents for both parties, and each counterpart shall be deemed an original instrument as against the party who signed it.

c. Amendments:

This Agreement constitutes the entire agreement between the parties. Any amendment to this Agreement shall be in writing and signed by both parties.

8. Choice of Law, Jurisdiction and Venue:

This agreement is governed by the law of the State of Washington. The Superior Court of Clark County, State of Washington, and this Agreement shall be governed by Washington law. The prevailing party in a lawsuit to enforce the terms of this Agreement shall be entitled to recover from the other its reasonable attorney's fees and costs.

EXECUTED on the _____ day of _____, 2025.

APPROVED AS TO FORM ONLY:

By: _____

CITY OF CAMAS, WASHINGTON

By: _____

Steven C. Hogan
Mayor

Date: _____

COLUMBIA LAND TRUST

By: _____

Meg Rutledge
Executive Director

Date: _____

Exhibit A Legal Description of the Property

A tract of land located in Section 2, Township 1 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington; being more particularly described as follows:

BEGINNING AT A POINT marked by a 5/8 inch diameter iron rod marking the Northeast corner of that particular tract of land as shown on the survey recorded in Book 39 at Page 67, Records of said county, said iron rod also being located on the Westerly line of that tract of land conveyed to Anton Piller by deed recorded under Auditors File No. D 88033 records of said county; Thence Northerly along the West line of said Piller tract and along the Westerly lines of the following described tracts: Ralph Ferguson under Auditors File No. D 84208, Cecil B. Templer under Auditors File No. D 79220, Benjamin Franklin Lancaster under Auditors File No. D 51514, John C. Mihm under Auditors File No. F 19060, and Harlan E. Adair under Auditors File No. F 20807 to the Northwest corner of said Adair tract; Thence North $76^{\circ}30'$ East along the North line of said Adair tract, 160.6 feet to the West right of way line of NE Everett Street (SR 500); Thence Northerly following along said West right of way line to intersection with the South right of way line of NE Lake Road; Thence Northwesterly and Westerly following along said South right of way line to the eastern most corner of that particular tract of land shown as Adjusted Tax Lot #13 as shown in Record of Survey recorded in Book 44 at Page 30, Records of Clark County; Thence North $39^{\circ}10'00''$ West a distance of 50.86 feet; Thence North $41^{\circ}03'00''$ West a distance of 17.23 feet to the South line of that parcel conveyed to William Buhman by deed recorded in Deed Book 232 at Page 204, records of said county, as shown on Record of Survey recorded in Book 43 of surveys at page 180, records of said county; Thence South $74^{\circ}13'16''$ West along said South line a distance of 581.63 feet to the West line of said Section 2 and the west line of Adjusted Tax Lot #5 as shown in Record of Survey recorded in Book 44 at Page 30 of said county; Thence South $00^{\circ}50'00''$ West along said West line a distance of 1,535.11 feet to the Southwest corner of the Northwest Quarter of said Section 2; Thence continuing along said West line South $01^{\circ}04'56''$ West a distance of 657.91 feet; Thence South $89^{\circ}59'10''$ East leaving said west line a distance of 200.00 feet; Thence South $01^{\circ}04'56''$ West a distance of 223.10 feet to the south line of said Adjusted Tax Lot #5; Thence South $89^{\circ}59'08''$ East along said south line a distance of 1139.49 feet to a point marking the southeast corner of said Adjusted Tax Lot #5, said point also being the northeast corner of Tax Lot #1A as shown in Record of Survey recorded in Book 44 at Page 30 of said county; Thence South $00^{\circ}48'59''$ West a distance of 260.01 feet; Thence South $48^{\circ}30'35''$ East a distance of 314.52 feet; Thence South $00^{\circ}02'56''$ West a distance of 70.00 feet to a point marking the intersection with the North right of way line of NE 23rd Avenue and the West right of way line of NE Birch Street, said point also being the southeastern most corner of that particular tract of land conveyed to the City of Camas under Auditors File No. 9608200411 and shown in Record of Survey recorded in Book 39 at Page 67; Thence South $89^{\circ}09'44''$ East along said North right of way line of NE 23rd Avenue and the South line of said tract a distance of 240.52 feet to the Southeast corner thereof; Thence North $00^{\circ}50'00''$ East along the East line of said tract a distance of 551.83 feet to a 5/8 inch diameter iron rod marking the Northeast corner thereof and the POINT OF BEGINNING of this description.

EXCEPT that tract of land conveyed to David E. Gano and Pristine E. Gano under Auditors File No. 3420038.

EXCEPT that tract of land conveyed to Portland Gas and Coke Company under Auditors File No. G 200226.

TROJAN **UV**

TROJAN **UV** 3000 PLUS™

Water
Confidence™

RESPONSE TO THE REQUEST FOR PROPOSALS

**City of Camas – Camas TO4 UV Procurement Documents
Project Manual (HDR Project No. 10371791)**

Submitted by Trojan Technologies
November 2024

Jackie Corlett, Trojan Technologies
(519) 457-3400, jcorlett@trojantechnologies.com
www.trojantechnologies.com

Bill Reilly, Wm. H. Reilly & Co.
(503) 223-6197, Bill@whreilly.com
www.whreilly.com

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November 29th, 2024

Subject: City of Camas – Camas T04 UV Procurement

Attention: Sydney Baker – City Clerk

City of Camas – City Clerk's Office
626 NE 4th Avenue
Camas, Washington
98606

Trojan Technologies appreciates the opportunity to submit this bid proposal for the UV Disinfection Improvements project for the City of Camas WWTP. I trust that you will find the enclosed bid proposal complete and informative. The enclosed bid proposal is based on the **TrojanUV3000Plus**[®] system energy-efficient, low-pressure high-output lamp horizontal system.

During our 47-year history, Trojan Technologies has led global innovation in UV. Trojan introduced the UV3000Plus[®] product into the market in 2000 and being our flagship UV system, it has been continuously improved with numerous updates to the product. The latest generation product released in 2022 continues to enhance and focus on the features our customers value. In fact, today it is operating in over 3,000 municipal wastewater plants around the world. Disinfecting over 17 billion gallons a day, the UV3000Plus system has become the reference standard in the municipal wastewater industry.

The UV3000Plus uses a preassembled, factory sealed 250-Watt amalgam lamp and quartz sleeve unit with variable-output electronic ballasts to provide dimming capability. Trojan's ActiClean[®] system is the industry's only automatic chemical and mechanical quartz sleeve cleaning system, and that means plants' operations are uninterrupted by offline cleans and can rely on consistent UV Dose delivery with the ActiClean system.

The design and support of the proposed TrojanUV3000Plus system is provided by Trojan Technologies, a world leader in UV-based disinfection technologies. Purchasing a UV system from Trojan Technologies offers the following advantages:

- The largest installed base of municipal systems in the world. In fact, nearly 8 out of 10 wastewater plants in North America using UV, use Trojan equipment.
- Today, Trojan has over 13,000 municipal drinking water and wastewater UV systems operating worldwide.
- The UV3000Plus system relies on an extended lamp warranty with a validated end-of-lamp-life of 98% output after 12,000 hours and our unique ActiClean[®] system that is validated to maintain 95% of sleeve transmittance.
- The TrojanUV3000Plus system has been independently third-party bioassay validated to USEPA and NWRI guidelines.

- The UV3000Plus system has an integrated Stream™ platform that provides remote monitoring capability for operators. This remote monitoring minimizes on-site intervention, gives real-time alerts, and access diagnostics.
- Used lamp recycling at an EPA approved lamp recycling facility. This service is provided to the City of Camas WWTP free of charge for the life of the system.
- A simple disinfection performance guarantee is provided, at no extra cost, and is valid for the life of the system.
- Trojan offers a toll-free number with qualified Technicians available 24 hours per day / 7 days per week for emergency support.
- Trojan installations are supported by a network of over 30 factory trained certified technicians in North America. The nearest local certified technicians for the Camas WWTP are in Portland and Roseburg, Oregon.

Trojan Technologies would like to thank the City of Camas for considering our UV3000Plus equipment proposal as the very best UV solution for replacing the existing UV3000® equipment that has been operating at the Camas WWTP since 2000.

If you have any questions or require any additional information, please do not hesitate to contact our local representative Bill Reilly with Wm. H. Reilly at (503) 223-6197 or myself at (604) 754-8431.

With best regards,



Jackie Corlett
Regional Sales Manager

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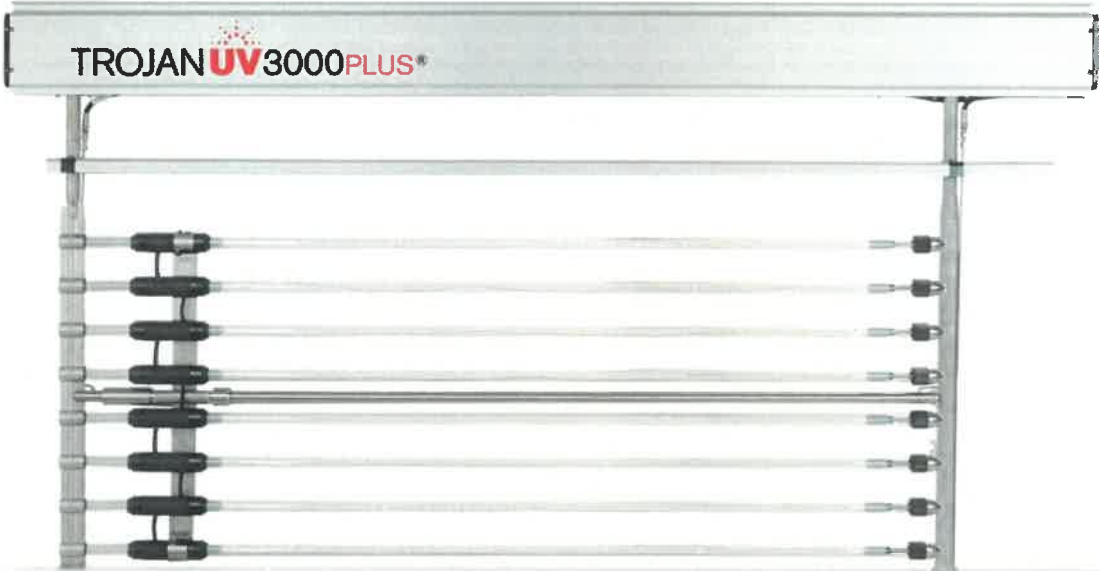
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Section 1 – Trojan Technologies Scope of Supply



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SCOPE OF SUPPLY FOR CAMAS UV3000 REPL. WASTEWATER TREATMENT PLANT
ULTRAVIOLET DISINFECTION EQUIPMENT – TROJAN SYSTEM UV3000Plus™

Prepared for: City of Camas
Project Name: Camas T04 UV Procurement
Consulting Engineer: HDR, Inc.
Specification Section: 46 66 65 – Open Channel Low Pressure High Intensity Ultraviolet Treatment Equipment
Addendum No.: 1
Trojan Quote: 244008
Design Criteria: Peak Design Flow: 12.4 MGD
UV Transmission: 65% minimum
Total Suspended Solids: 10 mg/L (30 day average, grab sample)
Minimum UV Dose: 30 mJ/cm² MS2 Reduction Equivalent Dose (RED)
Discharge Limit: 200 *Fecal Coliform* per 100 mL, 30 day eometric Mean)

We are pleased to submit the following scope of equipment based on the above criteria.

The purchaser is responsible for reading all information contained in this Supply Contract. Trojan will not be held accountable for the supply of equipment not specifically detailed in this document. Supplemental Terms and Conditions are attached to this document. Detailed installation instructions are provided with the shop drawings and are available earlier upon request. Changes to this Scope of Supply that affect selling price will be handled through a change order.

Please refer inquiries to Trojan Manufacturer’s Representative:

Representative: Bill Reilly, Jr.
Wm. H. Reilly & Co.
Phone: (503) 223-6197

This proposal has been respectfully submitted by,
Trojan Technologies

Jackie Corlett

Jackie Corlett
Regional Sales Manager

Unless otherwise indicated in this proposal all anchor bolts, conduit, conductors, local disconnects and transformers (if required) are the responsibility of the CONTRACTOR and are not included in this Scope of Supply. Specific cable types listed below are for reference only. Selecting cables that are appropriate for the installation environmental conditions and in compliance with local code is the responsibility of the Installation Contractor.

ULTRAVIOLET MODULES

Trojan's Responsibility:

Each module supplied shall be completely assembled containing lamps, quartz sleeves and be electrically wired to each electronic ballast. Modules are shipped in a support rack and crated.

Model and Make:	Standard UV3000Plus™ System
Quantity Supplied:	27 UV modules each containing 6 Lamp - 4.0" Spacing (2022)
Material of Construction:	316 Stainless Steel frame
Approximate Weight:	98 lbs

SYSTEM CONTROL CENTER

Trojan's Responsibility:

One (1) System Control Center (SCC) shall be supplied to monitor and control the UV System. Trojan will provide a PLC I/O and soft address map to aid the Contractor with integration of the UV PLC and WWTP SCADA system. The UV SCC shall consist of the following:

Quantity Supplied:	One (1) SCC
Location:	Wall Mounted
Enclosure Material / Rating:	304 Stainless Steel - Type 4X (IP66)
Controller Type:	Modicon M340 or M580
Operator Interface:	HMIDT732
Panel UPS:	30 Min on 24VDC
SCADA Protocol:	Modbus Ethernet (PLC)
Surge Protection:	Yes
Approximate Weight:	200 lbs

Note: If Trojan is required to provide a managed switch in the SCC, the Plant's IT department or System Integrator will be responsible for configuring the switch to meet the Plant's security and traffic routing requirements.

Installation Contractor's Responsibility:

The Installation Contractor is responsible for mounting the SCC as indicated on the drawings. The Installation Contractor is also responsible for the supply, installation and connection of the following at the SCC:

1. One (1) 120V 60Hz, 1 Phase, 2 Wire + GND, 1.44 kVA power supply
2. One (1) 4 – 20 mA DC analog signal from plant flow meter
3. One (1) Ground Link , 14 gauge (2.5 mm²) minimum type TWH stranded, daisy chained to the HSC and PDCs
4. One (1) serial communication link consisting of one (1) shielded twisted pair communication line, 18 gauge (1 mm²) maximum from the HSC and other PDCs (daisy chained)
5. One (1) 4 – 20 mA DC analog signal from the On-Line UVT Monitor
6. Discrete signals from Plant SCADA for remote monitoring (or serial communication link to SCADA – describe protocol, Modbus, Ethernet, DH+ etc.)
7. One (1) 4-20 mA analog shielded twisted pair from the Level Sensor Monitor Panel
8. One (1) 24V DC, 2 conductors + GND, power to the Level Sensor Monitor
9. Control signal conductors (as required by actuator) for control of inlet gates (provided by others)

POWER DISTRIBUTION CENTERS

Trojan's Responsibility:

The Power Distribution Center (PDC) distributes power to the UV Modules and shall consist of the following:

- Quantity Supplied:** Three (3) PDCs
- Enclosure Material / Rating:** 304 Stainless Steel - Type 4X (IP66)
- Approximate Weight:** 220 lbs

Installation Contractor's Responsibility:

The Installation Contractor is responsible for setting in place and bolting the Power Distribution Centers to the top of channel. The Installation Contractor is also responsible for the supply, installation and connection of the following at each of the PDCs:

1. One (1) 480/277V 60Hz, 3 Phase, 4 Wire + GND, 13.80 kVA power feed with local disconnect (provided by others)
2. One (1) Ground Link, 14 gauge (2.5 mm²) minimum, TWH stranded single wire from the HSC
3. One (1) communication link consisting of one (1) shielded twisted pair communication line, 18 gauge (1 mm²) maximum from the SCC and daisy chained to other PDCs
4. One (1) pair 24Volt DC, 2 conductor + GND, 16 gauge (1.5 mm²) minimum power feed from PDCs to the Level Control Panel (LCP) of the channel
5. One (1) pair of 24 VDC, 16 gauge minimum discrete signal from the LCP to each PDC per channel
6. Connection of communication, power cables and hydraulic lines from the UV Modules

HYDRAULIC SYSTEM CENTER

Trojan's Responsibility:

The Hydraulic System Center (HSC) houses the ancillary equipment required to operate the quartz sleeve cleaning system.

- Quantity Supplied:** One (1) HSC
- Enclosure Material / Rating:** 304 Stainless Steel - Type 4X (IP66)
- Hydraulic Fluid:** Mineral Oil
- Approximate Weight:** 310 lbs

Installation Contractor's Responsibility:

The Installation Contractor is responsible for setting in place and bolting the HSC and manifold as shown on the contract drawings. The HSC should be located within 50 feet from the farthest PDC. The Installation Contractor is also responsible for the supply, connection and installation of the following HSCs:

1. One (1) 480V/208V, 50/60Hz, 3 Phase, 3 Wire + GND, from power the distribution panel.
2. One (1) ground link of 14 gauge (2.5 mm²) minimum, TWH stranded from the PDC(s).
3. Connection of the hydraulic hoses from PDC(s). Hoses and connections will be supplied by Trojan
4. One (1) serial communication link of one (1) shielded twisted pair communication line, 18 gauge (1 mm²) maximum cable from the SCC and daisy chained to the PDC(s).

SUPPORT RACKS

Trojan's Responsibility:

Support racks are provided to support UV modules in the effluent channel.

- Quantity Supplied:** Three (3) Module Support Racks
- Material of Construction:** 304 Stainless Steel
- Approximate Weight:** < 100 lbs each

Installation Contractor's Responsibility:

The Installation Contractor is responsible for setting in place and bolting the support racks to the channel walls. The Contractor will be required to supply eight (8) 1/2" Diameter x 5 1/2" Long expansion anchor bolts per rack.

Install approved (engineered) anchor points for personnel to use as part of their fall restraint system around the open channels. The anchor points must be positioned so that the preferred retractable lifeline of 8 feet is of sufficient length to access the work at the channel. Refer to local safety regulation.

LEVEL CONTROLLER

Trojan's Responsibility:

A level control device is required per channel to maintain and control the effluent level, regardless of flow rate.

Description:	Motorized Weir Gate
Quantity Supplied:	One (1) level controller
Material of Construction:	304 Stainless Steel

Installation Contractor's Responsibility:

The Installation Contractor is responsible for setting in place, grouting and sealing the level control device. Supporting I-beams (if required) for the level controllers are outside of Trojan Scope of Supply and shall be provided by the Contractor.

WEIR GATE LEVEL CONTROLLER

Modulating Weir Gates (MWGs) shall be self-contained and shall be designed and manufactured by an experienced and reputable manufacturer, based on the AWWA C561 Standard for Fabricated Stainless Steel Slide Gates and AWWA C542 Standard for Electric Motor Actuators for Valves and Slide Gates in effect as of the date of this specification.

MWGs shall be designed for the following performance criteria:

- *MWG actuation speeds shall be between 10" (255 mm) and 14" (356 mm) per minute*
- *MWG maximum design rate of change of flow shall be limited to 25% of the Peak Design Flow/Channel per minute, or alternatively, flow shall be ramped up (zero to peak) or down (peak to zero) in no less than 4 minutes*
- *MWG actuators shall employ AWWA compliant, S4-50% duty class motors with a rated minimum 900 starts per hour capability*
- *MWG actuators shall employ AWWA compliant, Class B, solid-state Thyristor based switchgear capable of at least 5,000,000 modulating steps before overhaul; electromechanical type actuators and controls are not permitted*

It is the responsibility of the Plant designers to ensure the stated performance criteria are acceptable for the plant process or to modify the design accordingly.

Trojan's Responsibility:

Level control devices are required to maintain and control the effluent level in the channel, regardless of flow rate.

Quantity Supplied:	One (1) Water Level Controller
Description:	Whipps or RW Gate
Actuator:	AUMA Electric Actuator
Material of Construction:	304 / 316 Stainless Steel
Mounting Anchors:	Supplied with each Gate
Control Method:	Digital Pulsed Open/Close Position Signals from the UV SCC

Installation Contractor's Responsibility:

The Installation Contractor is responsible for setting in place, grouting and sealing the level control weir gate and the installation of the following connections at each weir gate:

1. One (1) 380-480V, 50/60 Hz, 3 Phase, 3 Wire + GND power feed
2. One (1) discrete, 2 conductors, 20 gauge minimum, open command from the SCC
3. One (1) discrete, 2 conductors, 20 gauge minimum, close command from the SCC
4. One (1) discrete, 2 conductors, 20 gauge minimum, remote mode indication to the SCC
5. One (1) discrete, 2 conductors, 20 gauge minimum, fault indication to the SCC
6. One (1) 4-20 mA analog shielded twisted pair, 20 gauge minimum, gate position indication to the SCC

ULTRASONIC WATER LEVEL SENSOR

Trojan's Responsibility:

One (1) Echomax XPS-10/15 ultrasonic level sensor and Siemens Milltronics MR200 HMI monitor panel will be supplied per motorized weir gate (MWG), to monitor channel effluent levels specifically for the MWG control. The transducer will be supplied with a sufficient length of cable to distribute to the monitor panel.

Description:	Ultrasonic Sensor with monitor panel to be supplied per MWG
Quantity Supplied:	One (1)

Disclaimer Note (for Ultrasonic package for flow measurement option): Please be advised that for cases where the ultrasonic level sensor package is used to calculate 'flow over weir', the resulting 'flow over weir' is only intended for UV equipment operation and disinfection purposes. This calculated flow value should not be used for any external flow reporting or overall plant operation.

Installation Contractor's Responsibility:

The Installation Contractor is responsible for mounting the bracket and transducer in the UV channel and for mounting the monitor panel adjacent to the channel. Installation Contractor shall distribute the following cable/wiring between these two components and the SCC in appropriate conduit at each sensor:

1. One (1) 24 VDC, 2 conductors + GND, 36 VA power from the SCC to the Level Sensor Monitor
2. One (1) 4-20 mA analog shielded twisted pair from the Level Sensor Monitor to the SCC
3. One (1) communication link using 33 ft of cable (supplied by Trojan) from the Level Sensing Transducer to the Level Sensor Monitor

WATER LEVEL SENSOR KIT

Trojan's Responsibility:

The Low water level sensor is located downstream of the UV System and provides a digital signal to shut down & protect the UV System if the water level is too low. The Water Level Sensor Kit includes the water level sensor probe as well as a Level Control Panel (LCP).

Quantity Supplied:	One (1) Electrode type low water level sensor and one (1) LCP per UV channel
Enclosure Rating:	Type 4X
Approximate Weights:	25 lbs (LCP) and 10 lbs (Sensor)

Installation Contractor's Responsibility:

The Installation Contractor is responsible for setting in place and bolting the water level probe assembly to the effluent channel wall and mounting the Level Control Panel as indicated on the drawings as well as for the supply and installation of mounting hardware and watertight conduit.

The Installation Contractor is also responsible for the supply, installation and connection of the following:

1. One (1) 24 VDC, 2 conductors + GND power feed from two (2) PDCs to the LCP
2. One (1) pair of 12 VDC, 16 gauge (1.5 mm²) minimum discrete signal per channel for each water level sensor to the LCP
3. One (1) pair of 24 VDC, 16 gauge (1.5 mm²) minimum discrete signal from the LCP to each PDC per channel

ON-LINE UV TRANSMISSION MONITOR

Trojan's Responsibility:

An on-line UV Transmission Monitor will be supplied to provide a UVT measurement of the source water.

Description:	One (1) Hach UVT meter containing: <ul style="list-style-type: none"> • one (1) submersible UVAS probe with multi-beam flash photometer, • one (1) 25' cable between the probe and the controller, • one (1) Hach SC4500 UV-254 Controller.
Enclosure Rating:	UL50E type 4X, IEC/EN 60529-IP 66, NEMA 250 type 4X Metal enclosure with a corrosion-resistant finish
Controller Dimensions:	5.7 x 5.7 x 7.6 in
Altitude:	6562 ft maximum
Operating Temperature:	35.6 to 104°F (Probe), -4 to 113°F (Controller)
Approximate Weight:	30 lbs (includes Probe and Controller)
Probe Immersion Depth:	Minimum 6 feet
Probe Mounting:	Pole mounting hardware provided includes wall mount bracket, hardware and 6.5 6ft pole
Controller Mounting:	Pedestal provided
Sunroof:	Included, with visor and mounting hardware

Installation Contractor's Responsibility:

The Installation Contractor is responsible for setting in place and mounting the Controller panel and the probe. The Installation Contractor is also responsible for the supply, installation and connection of the following at each Controller:

1. Standard One (1) 120 Volt, 1 Phase, 2 Wire + GND, 1 A (28 W sensor load) power supply,
2. One (1) 4-20mA DC Analog communications link between the Controller and the SCC
3. Installation of sensor communication cable between Probe and Controller (Cable supplied by Trojan)
4. Supply of the required bolts for mounting Controller to the pedestal and Probe to the channel edge

UV PHOTOMETER

Trojan's Responsibility:

A single beam portable/shelf-top RealTech UV254 UV Photometer shall be provided to measure the UV transmission of the effluent. The range of the UV Photometer shall be 0 - 100% transmittance with a wavelength accuracy of +/- 0.16 half bandwidth. The UV Photometer will come equipped with two (2) matched quartz cuvettes, 100% T standard solution and cuvette cleaning solution.

INDIVIDUAL UV MODULE LIFTING SLING WITH FRAME

Trojan's Responsibility:

In order to remove individual modules, by mechanical means, a two (2) rope sling with frame shall be supplied to interface with the existing overhead crane.

Quantity:	One (1) Sling Kit
Materials of Construction:	304 Stainless Steel
Approximate Weight:	5 lbs

STREAM™ CONNECTION

Trojan's Responsibility:

Stream™ Connection is a digital support tool that provides our Technical Assistance Center with instant access to the UV system to quickly diagnose and resolve UV issues. The Stream connection is a free service throughout the warranty period to streamline technical support requests. Stream provides secure and encrypted connection external to the SCADA network and configured in the UV System Control Center.

SPARE PARTS, SAFETY EQUIPMENT AND ADDITIONAL EQUIPMENT

Trojan's Responsibility:

The following spare parts and safety equipment will be supplied with the UV system:

Description	Quantity
TrojanUV3000Plus Integra Lamp/Sleeve Assembly (10%)	Sixteen (16)
TrojanUV3000Plus Ballasts (10%)	Eight (8)
Operator's Kit (Includes: UVFace Shield, and Glooves)	Two (2)
UV Intensity Sensor	One (1)
Wiper Seal Kit (10%)	Twenty (20)
Acticlean (20L pail)	One (1)

MICROBIOLOGICAL PERFORMANCE TESTING

Trojan's Responsibility:

Trojan will supply a performance testing protocol to the Installation Contractor to be forwarded to the Engineer for approval. Trojan will produce the final test report (based on data supplied by the independent lab) and will forward the final report to the Installation Contractor. Trojan will also supply the services of a trained technician for conducting sampling and training the Contractor staff for two (2) days.

Installation Contractor's Responsibility:

The Installation Contractor is responsible for covering all associated onsite costs for performance testing (retaining an independent lab for sample analysis and services, bottles, shipment, etc.). The Installation Contractor is also responsible for completing the performance testing as per the testing protocol supplied by Trojan and approved by the Engineer.

DOCUMENTATION (SHOP DRAWINGS AND O&M MANUALS)

The following documentation will be supplied by Trojan per the following schedule:

- One (1) electronic copy of Trojan Shop Drawing Submittals within a minimum **4 – 6 weeks** after receipt of written purchase order. Note that Submittals will not be issued until PO is fully executed.
- One (1) electronic copy of Trojan Standard O&M manuals at time of equipment delivery (hardcopies available upon request)

DELIVERY, START-UP AND TRAINING

- Equipment shipment to be within **26 – 28 weeks** after approval of Shop Drawings.

Trojan's Responsibility:

The following start-up services will be provided by Trojan-certified technicians:

- Installation assistance as required by phone or fax. Technical Assistance Center 1-866-388-0488 or tac@trojantechnologies.com
- Up to 5 days in two (2) trips for:
 - Additional operator training.
 - Start-up, testing of the installed UV equipment and classroom and/or jobsite training for operations staff, and Performance Testing visit

- Note that if the Trojan’s Certified Service Technician determines the Contractor work is not complete and the start-up cannot be completed in the allotted time a return visit will be scheduled at the Contractors expense
- If trainees are not available a return visit will be scheduled at the Contractors expense.
- One (1) trained personnel for two (2) on-site days in one (1) trip for performance testing (as stated above in section “MICROBIOLOGICAL PERFORMANCE TESTING”)
- One (1) trained personnel for one (1) day on-seite in one (1) trip for harmonic testing

Installation Contractor’s Responsibility:

The Contractor is responsible for:

- Unloading of the components supplied by Trojan, storage of all components, if required in a clean dry environment including ActiClean™ Gel. *Note the ActiClean gel must be stored in a climate-controlled area to prevent freezing.*
- Installing the equipment outlined in the scope of Supply in accordance with contract drawings, Trojan’s shop drawings, instructions and installation checklist(s).
- Supplying all conduits and conductors and components per the sites state regulations and components indicated as supplied by others.
- Completing and submitting the Checklist at least two (2) weeks prior to date requested for commissioning.

WARRANTY

Trojan will warrant the equipment and parts for 12 months after substantial completion. Warranty does not cover labor, consumables and/or wear components. Refer to attached Terms and Conditions for additional details.

- UV lamps shall be warranted for 12,000 hours prorated after 9,000 hours.
- Lamp drivers shall be warranted for 5 years, prorated after 1 year.

SELLING PRICE \$ See Bid Form For Procurement Contract (EJCDC P-400)

- Selling price does not include any taxes that may be applicable.
- Freight included if destination is within North America.
- Price is valid for 90 days from the date of this letter.

PAYMENT TERMS AND INVOICING MILESTONE BREAKDOWN

Net 30 Days

Payment Line Item (Lump Sum)	Percentage of Lump Sum
1. Approval of Shop Drawings	20
2. Approval of Preliminary O&M Manuals	5
3. Delivery of Good	60
4. Approval of Final O&M Manuals	5
5. Delivery of Final O&M Manuals	5
6. Performance of Start Up Manufacturer’s Field Service	10
7. Satisfactory Completion of Acceptance Testing	10
Total Procurement Contract Price (Lump Sum)	100

TERMS AND CONDITIONS – ATTACHED

Trojan appreciates the opportunity to submit this proposal. Our proposal is submitted subject to and based on Trojan’s standard terms and conditions, which we have attached as part of our proposal. We believe these terms and conditions are customary in the trade and respectfully reserve the opportunity to negotiate, fair and reasonable contract terms acceptable to both parties, if Trojan is selected for this project.

TERMS AND CONDITIONS OF SALE

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by the seller entity identified on the purchase order ("SELLER") and sold to the original purchaser thereof ("BUYER"). The term "SELLER" includes only SELLER, and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of SELLER and BUYER, these Terms & Conditions of Sale establish the rights, obligations and remedies of SELLER and BUYER which apply to this offer and any resulting order or contract for the sale of SELLER's goods and/or services ("Products").

- 1. APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in SELLER's proposal, offer, order acknowledgment, packing slip, and/or invoice documents. The first of the following acts constitutes an acceptance of SELLER's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions of Sale: (i) BUYER's issuance of a purchase order document against SELLER's offer; (ii) acknowledgement of BUYER's order by SELLER; or (iii) commencement of any performance by SELLER pursuant to BUYER's order. Provisions contained in BUYER's purchase documents (including electronic commerce interfaces) that materially alter, add to, or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.
- 2. CANCELLATION AND RETURN:** The whole or any part of this order may be cancelled only with the prior written consent of SELLER. If SELLER does consent to a cancellation, such consent will be given only upon payment of reasonable cancellation charges in an amount determined by SELLER and which will include recovery of costs plus reasonable profit. In addition, with respect to any Products returned on cancellation, BUYER will pay SELLER's cost of placing the returned Products in a saleable condition, sales expenses incurred by SELLER in connection with such returned Products, a reasonable restocking charge and freight costs incurred in connection with the original shipment and in connection with returning such Products to SELLER, all in such amounts as are advised to the BUYER by SELLER. SELLER may cancel all or part of any order prior to delivery without liability if the order includes any Products that SELLER determines may not comply with export, safety, local certification, or other applicable compliance requirements. If SELLER'S offer contains a cancellation schedule, such schedule shall apply in lieu of the cancellation charges stated above.
- 3. DELIVERY:** Delivery will be accomplished FCA SELLER's determined shipping point; or on SELLER's discretion it will ship DDP or DAP foreign port unless otherwise expressly agreed between the parties using Incoterms® 2020. At SELLER's discretion other terms under Incoterms® 2020 may be used as required. In the event of any reference to "prepay and add" the applicable Incoterms® 2020 will be DDP or DAP at SELLER's discretion, while any reference to "collect" will be deemed to be FCA under the Incoterms® 2020 regardless of reference to reference to shipping point. In the event DDP or DAP is used for a transaction SELLER reserves the right to select the carrier and shipping mode. BUYER agrees to pay SELLER for any sales tax, brokerage fees, or other costs incurred as a result of the shipping mode chosen by SELLER. For all intents and purposes the FOB/FOD Legal title and risk of loss or damage pass to BUYER upon transfer to the first carrier, regardless of final destination and mode of transit. SELLER will use commercially reasonable efforts to deliver the Products ordered herein within SELLER's normal lead-time necessary for SELLER to deliver the Products sold hereunder. Upon prior agreement with BUYER and for an additional charge paid by BUYER, SELLER will deliver the Products on an expedited basis. Seller may, in its sole discretion, without liability or penalty, deliver partial shipments of Products to Buyer and ship the Products as they become available, in advance of the quoted delivery date. If the Products are delivered in installments, then insofar as each shipment is subject to the same Agreement, the Agreement will be treated as a single contract and not severable. Products will be boxed or crated as determined appropriate by SELLER for protection against normal handling and there will be an extra charge to the BUYER for additional packaging required by the BUYER with respect to waterproofing or other added protection. BUYER has sole responsibility for off-loading, storage and handling of the Products at the site. Where BUYER is responsible for any delay in the delivery date or installation date, the earlier of the date of delivery or the date on which the Products are ready for shipment by SELLER may be treated as the delivery date for purposes of determining the time of payment of the purchase price. Moreover, BUYER will be responsible for storage and insurance expenses with respect to such Products. Should BUYER fail to effect pick-up of Product as previously agreed in a timely manner, SELLER may, at its discretion, assess storage charges and a surcharge to the account of BUYER.

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4. **INSPECTION:** BUYER will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, BUYER will promptly notify SELLER of such nonconformance in writing. SELLER will have a reasonable opportunity to repair or replace the nonconforming Product at its option. BUYER will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance for such Products unless a written notification pursuant to this paragraph is received by SELLER within fourteen (14) calendar days of delivery to BUYER destination on order.
5. **PRICES & ORDER SIZES:** Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory, or excise taxes; import or export duties; special financing fees; value added tax, income, or royalty taxes imposed outside the U.S. or Canada; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. BUYER will either pay any and all such charges or provide SELLER with acceptable exemption certificates, which obligation survives performance under this Contract. Installation, maintenance and any other services which relate to the Products are not included unless specifically set forth in the offer. SELLER reserves the right to establish minimum order sizes and will advise BUYER accordingly. Any orders below the minimum order size are subject to a fee as set out by SELLER. Notwithstanding anything to the contrary set out herein, in the event of any delay to SELLER's delivery schedule caused by BUYER or its representatives (other than for Force Majeure or delays caused by SELLER), including without limitation, a suspension of work or the project, a postponement of the delivery date or failure to timely issue of a notice of commencement or similar document, then (i) the Purchase Price shall increase by 1% for every month or partial month of such delay and this Agreement shall be construed as if the increased Purchase Price were originally inserted herein, and BUYER shall be billed by SELLER on the basis of such increased Purchase Price, or (ii) SELLER shall have the right to terminate this Contract without penalty.
6. **PAYMENTS:** All payments must be made in agreed-to currency, normally Canadian or U.S. Dollars. Unless other payment terms are expressly agreed to by SELLER or otherwise required by the SELLER, invoices are due and payable NET 30 DAYS from date of the invoice, without regard to delays for inspection or transportation, with payments to be made by check to SELLER at the address listed in the purchase order or by bank transfer to the account obtainable from SELLER's Accounts Receivable Manager. In the event payments are not made or not made in a timely manner, SELLER may, in addition to all other remedies provided at law, either: (a) declare BUYER's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the outstanding balance at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof that there is an outstanding balance plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) pursue other collection efforts and recover all associated costs including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. BUYER is prohibited from setting off any and all monies owed under this Contract from any other sums, whether liquidated or not, that are or may be due to the BUYER, which arise out of a different transaction with SELLER or any of its affiliates. Should BUYER's financial condition become unsatisfactory to SELLER in its discretion, SELLER may require payment in advance or other security. If BUYER fails to meet these requirements, SELLER may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due to SELLER. BUYER hereby grants SELLER a security interest in the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing, to secure payment in full of all amounts to SELLER, which payment releases the security interest but only if such payment could not be considered an avoidable transfer under applicable laws. The security interest granted hereby constitutes a purchase money security interest under the applicable Uniform Commercial Code or Personal Property Security Act or other applicable law, and SELLER is authorized to make whatever registration or notification or take such other action as SELLER deems necessary or desirable to perfect such security interest. BUYER's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of BUYER, constitutes a default under this Contract and affords SELLER all of the remedies of a secured creditor under applicable law, as well as the remedies stated above for late payment or non-payment.
7. **LIMITED WARRANTY:** Unless specifically provided otherwise in SELLER's offer, SELLER provides the following Limited Warranty. SELLER warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written

warranty pertaining to the specific goods purchased, which for Products is for a period of twelve (12) months from delivery. SELLER warrants that services furnished hereunder will be free from defects in workmanship for a period of thirty (30) days from the completion of the services. Products repaired or replaced are not covered by any warranty except to the extent repaired or replaced by SELLER, an authorized representative of SELLER, or under specific instructions by SELLER, in which cases, the Products will be covered under warranty up to the end of the warranty period applicable to the original Products. The above warranties do not include the cost of shipping and handling of returned items. Parts provided by SELLER in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by SELLER shall become the property of SELLER. Except as included in SELLER'S offer, no warranties are extended to consumable items and for normal wear and tear. SELLER's special warranties may include additional limitations. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, repair, credit or refund of the purchase price, as determined by SELLER in its sole discretion. This remedy will not be deemed to have failed of its essential purpose so long as SELLER is willing to provide such replacement, credit or refund. To make a warranty claim, BUYER must notify SELLER in writing within 5 days of discovery of the defect in question. This notification must include a description of the problem, a copy of the applicable operator's log, a copy of BUYER's maintenance record and any analytical results detailing the problem. Any warranty hereunder or performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly, and is in good working order, (b) all operations are consistent with SELLER recommendations, (c) operating conditions at the installation site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise. Products manufactured by a third party ("Third Party Product") which are not incorporated into SELLER's Products are not covered by the warranty. With respect to any Third Party Product, the warranty, if any, is provided solely through the manufacturer of such Third Party Product, the terms of which vary from manufacturer to manufacturer and Seller assumes no responsibility on their behalf. For Third Party Products, specific warranty terms may be obtained from the manufacturer's warranty statement.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). SELLER is responsible for and will defend, indemnify and hold harmless the BUYER Indemnified Parties against all losses, claims, expenses or damages to the proportional extent caused by SELLER's breach of the Limited Warranty. BUYER is responsible for and will defend, indemnify and hold harmless SELLER Indemnified Parties against all losses, claims, expenses, or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any Products or the breach of any provision of this Contract by the BUYER or any third party affiliated or in privity with BUYER.
9. **PATENT PROTECTION:** SELLER shall further defend and indemnify BUYER Indemnitees from and against all Claims for actual infringement of all letters patent, trademarks, copyright or corresponding rights pertaining to goods provided under the Purchase Order, solely by reason of the sale or normal use of any goods sold to BUYER hereunder as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent. SELLER's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the goods according to their applications as envisioned by SELLER's specifications. In case the goods are in such suit held to constitute infringement and the use of the goods is enjoined, SELLER will, at its own expense and at its option, either procure for BUYER the right to continue using such goods or replace them with non-infringing products, or modify them so they become non-infringing, or remove the goods and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of SELLER for patent infringement by the goods. Further, to the same extent as set forth in SELLER's above obligation to BUYER, BUYER agrees to defend, indemnify and hold harmless SELLER for patent infringement related to (x) any goods manufactured to the BUYER's design, (y) services provided in accordance with the BUYER's instructions, or (z) SELLER's goods when used in combination with any other devices, parts or software not provided by SELLER hereunder. Subject to all limitations of liability provided herein, SELLER will, with respect to any Products of SELLER's design or manufacture, indemnify BUYER from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. or Canadian patent (or European patent for Products that SELLER sells to BUYER for end use in a member state of the E.U. or the U.K.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to BUYER hereunder and from reasonable expenses incurred by BUYER in defense of such suit if SELLER does not undertake the defense thereof, provided that BUYER promptly notifies SELLER of such suit and offers SELLER either (i) full and exclusive control of the defense of such

suit when Products of SELLER only are involved, or (ii) the right to participate in the defense of such suit when products other than those of SELLER are also involved. SELLER's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by SELLER's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, SELLER will, at its own expense and at its option, either procure for BUYER the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of SELLER for patent infringement by the Products. Further, to the same extent as set forth in SELLER's above obligation to BUYER, BUYER agrees to defend, indemnify and hold harmless SELLER for patent infringement related to (x) any goods manufactured to the BUYER's design, (y) services provided in accordance with the BUYER's instructions, or (z) SELLER's Products when used in combination with any other devices, parts or software not provided by SELLER hereunder.

10. **TRADEMARKS AND OTHER LABELS:** BUYER agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.
11. **SOFTWARE AND INTELLECTUAL PROPERTY:** All licenses to SELLER's separately provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such express licenses and for all other software, SELLER grants BUYER only a personal, non-exclusive license to access and use the software provided by SELLER with Products purchased hereunder solely as necessary for BUYER to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which BUYER may use under the terms and conditions of the specific license under which the open source software is distributed. BUYER agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). All SELLER contributions to the Products, the results of the services, and any other work designed or provided by SELLER hereunder may contain or result in statutory and non-statutory Intellectual Property, including but not limited to patentable subject matter or trade secrets; and all such Intellectual Property remains the sole property of SELLER; and BUYER shall not disclose (except to the extent inherently necessary during any resale of Product sold hereunder), disassemble, decompile, or any results of the Services, or any Products, or otherwise attempt to learn the underlying processes, source code, structure, algorithms, or ideas.
12. **PROPRIETARY INFORMATION AND PRIVACY:** "Proprietary Information" means any information, technical data, or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which SELLER considers proprietary, including but not limited to service and maintenance manuals. BUYER and its customers, employees, and agents will keep confidential all such Proprietary Information obtained directly or indirectly from SELLER and will not transfer or disclose it without SELLER's prior written consent, or use it for the manufacture, procurement, servicing, or calibration of Products or any similar products, or cause such products to be manufactured, serviced, or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains SELLER's property. No right or license is granted to BUYER or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of SELLER, except for the limited use licenses implied by law. In respect of personal data supplied by BUYER to SELLER, BUYER warrants that is duly authorized to submit and disclose these data, including but not limited to obtaining data subjects' informed consent. SELLER will manage BUYER's information and personal data in accordance with its Privacy Policy, a copy of which is available to BUYER upon request. In respect of other data and information that SELLER may receive in connection with BUYER's use of the Products including without limitation data that are captured by the Products and transmitted to SELLER, BUYER hereby grants SELLER a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data as needed for Product operation and maintenance, and to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of SELLER and its affiliates.
13. **SPECIAL TOOLS, DIES, JIGS, FIXTURES AND PATTERNS:** Any tools, dies, jigs, fixtures, patterns and similar items which are included or required in connection with the manufacture and/or supply of the Products will remain the property of SELLER without credit to the BUYER. SELLER assumes the cost for maintenance and replacement of such items and shall have the right to discard and scrap any such item after it has been inactive for a minimum of one year, without credit to the BUYER.

14. **CHANGES AND ADDITIONAL CHARGES:** SELLER reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by BUYER unless agreed upon in writing before the Products' delivery date. SELLER shall not be obligated to implement any changes or variations in the scope of work described in SELLER's scope of supply unless BUYER and SELLER agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes or variations necessitated by a change in applicable law occurring after the effective date of this Agreement including these Terms.
15. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by SELLER, BUYER agrees to permit prompt access to equipment. BUYER assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. BUYER is the operator and in full control of its premises, including those areas where SELLER employees or contractors are performing service, repair, and maintenance activities. BUYER will ensure that all necessary measures are taken for safety and security of working conditions, sites, and installations during the performance of any services. BUYER is the generator of any resulting wastes, including without limitation hazardous wastes. BUYER is solely responsible to arrange for the disposal of any wastes at its own expense. BUYER will, at its own expense, provide SELLER employees and contractors working on BUYER's premises with all information and training required under applicable safety compliance regulations and BUYER's policies. SELLER has no responsibility for the supervision or actions of BUYER's employees or contractors or for non-SELLER items (e.g., chemicals, equipment) and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such actions or items, or any other actions or items not under SELLER's control.
16. **LIMITATIONS ON USE:** BUYER will not use any Products for any purpose other than those identified in SELLER's catalogs and literature as intended uses. Unless SELLER has advised the BUYER in writing, in no event will BUYER use any Products in drugs, food additives, food, or cosmetics, or medical applications for humans or animals. In no event will BUYER use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. BUYER will not sell, transfer, export, or re-export any SELLER Products or technology for use in activities which involve the design, development, production, use, or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless BUYER has ordered Products specifying a California ship-to address, BUYER will not sell or deliver any SELLER Products for use in California. Any warranty granted by SELLER is void if any goods covered by such warranty are used for any purpose not permitted hereunder.
17. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise expressly agreed, BUYER is responsible for obtaining any required export or import licenses necessary for Product delivery. BUYER will comply with all laws and regulations applicable to the installation or use of all Product, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export or import licenses in connection with any subsequent export, re-export, transfer, and use of all Product and technology delivered hereunder. BUYER will not sell, transfer, export, or re-export any SELLER Product or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Product or technology in any facility which engages in activities relating to such weapons. BUYER will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to BUYER's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). BUYER agrees that no payment of money or provision of anything of value will be offered, promised, paid, or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for BUYER or for SELLER, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of BUYER's activities related to this Contract. SELLER asks BUYER to "Speak Up!" if aware of any violation of law, regulation, or our Code of Conduct ("CoC") in relation to this Contract. See

<https://www.veraltointegrity.com> and <https://www.veralto.com/integrity-compliance> for a copy of the CoC and for access to our Helpline portal.

18. **RELATIONSHIP OF PARTIES:** BUYER is not an agent or representative of SELLER and will not present itself as such under any circumstances, unless and to the extent it has been formally screened by SELLER's compliance department and received a separate duly-authorized letter from SELLER setting forth the scope and limitations of such authorization.
19. **FORCE MAJEURE:** SELLER is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freezing of assets, delays, or refusals to grant an export or import license, or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; epidemics and pandemics; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to SELLER by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, SELLER may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.
20. **NON-ASSIGNMENT AND WAIVER:** BUYER will not transfer or assign this Contract or any rights or interests hereunder without SELLER's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract, will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
21. **FUNDS TRANSFERS:** BUYER and SELLER both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new mailing or banking transfer instructions. To avoid this risk, BUYER must verbally confirm any new or changed mailing or banking transfer instructions by calling SELLER and speaking with SELLER's Accounts Receivable Manager before transferring any monies using the new instructions. Both parties agree that they will not institute mailing or banking transfer instruction changes and require immediate payment under the new instructions, but will instead provide a ten (10) day grace period to verify any mailing or banking transfer instruction changes before any new or outstanding payments are due using the new instructions.
22. **LIMITATION OF LIABILITY:** None of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees will be liable to any BUYER Indemnified Parties under any circumstances for any special, treble, incidental, or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair, or replacement; lost profits, revenue, or opportunity; loss of use; losses resulting from or related to downtime of the Products or inaccurate measurements or reporting; the cost of substitute products; or claims of any of BUYER's Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees arising out of the performance or nonperformance hereunder, or SELLER's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products, will in no circumstance exceed the amount actually paid to SELLER for Products delivered hereunder.
23. **APPLICABLE LAW AND DISPUTE RESOLUTION:** All issues relating to the construction, validity, interpretation, enforcement, and performance of this agreement and the rights and obligations of SELLER and the BUYER hereunder shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein; provided that if SELLER is Trojan Technologies Corp., then the applicable governing laws shall be the State of New York and the applicable federal laws therein. Any provisions of the International Sale of Goods Act or any convention on contracts for the international sale of goods shall not be applicable to this agreement. The parties submit to and consent to the non-exclusive jurisdiction of courts located in the Province of Ontario; provided that if SELLER is Trojan Technologies Corp., then the parties submit to and consent to the non-exclusive jurisdiction of courts located in the State of New York.

24. ENTIRE AGREEMENT, MODIFICATION, & SURVIVAL: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, SELLER may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon SELLER unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of SELLER. SELLER rejects any additional or inconsistent Terms & Conditions of Sale offered by BUYER at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of SELLER's acceptance of BUYER's order for the described goods and services. All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions together with those sections the survival of which is necessary for the interpretation or enforcement of these Terms, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.

TERMS AND CONDITIONS COVERING SALES OF CONFIGURED-TO-ORDER PROJECTS AND SYSTEMS

In addition to all terms and conditions above, unless otherwise addressed as part of SELLER's offer, the following sections apply to sales of Configured-to-Order Projects, Systems, and the like, except for any Aria Filtra Products:

101. PAYMENT.

101.1 Payments will be made per the schedule of payment events set forth in SELLER's offer; provided that if the Start-Up Date (as defined below) is less than 30 days after the Delivery Date, 90% of the purchase price is due before the Start-Up Date.

101.2. In the event that achievement of a scheduled payment event is delayed or suspended due to the BUYER's convenience or other reasons for which the BUYER or its representatives is responsible, such payment event will be deemed to have occurred and SELLER shall be entitled to invoice BUYER as if achievement of such payment event had been achieved. In such circumstances, BUYER must notify SELLER in writing of the reasons for the delay and anticipated duration of the delay. SELLER will mark the Products (or parts thereof) as the BUYER's property and BUYER shall make arrangements for a third party to store the Products at BUYER's cost.

102. DELIVERY

102.1 SELLER will request the BUYER to provide a firm date for delivery of the Products to the project site (the "Delivery Date") which SELLER will then use to establish the production schedule for the Products. The Delivery Date will then be binding on the BUYER except for any changes made in accordance with the provisions below.

102.2 SELLER reserves the right to reschedule the Delivery Date to a date prior to or subsequent to the scheduled Delivery Date in order to accommodate its shipping, production or other requirements. This right to reschedule will be applicable unless otherwise agreed to in writing by an authorized officer of SELLER. SELLER will provide the BUYER or its representative with a minimum of 24 hours' notice of any such rescheduling.

102.3 Where any change to the Delivery Date is made at BUYER's request and upon SELLER's agreement, for all purposes with respect to the warranty and payment requirements provided by SELLER in connection with the Products, the initial Delivery Date will be deemed to be the Delivery Date regardless of any change later made to the Delivery Date.

103. ACCEPTANCE

103.1 During the period between the Delivery Date and the Start-up Date, the BUYER shall prepare the Products and the project site for installation and start-up and, unless otherwise agreed in writing by an authorized representative of SELLER, shall complete acceptance testing with respect to the Products. The Products shall be deemed to be accepted on the earliest to occur of the following dates (the "Acceptance Date"): (a) that date on which the Products can function in either manual or automatic operation and provide treatment in accordance with criteria specified in the Quotation, or (b) 60 days after the Delivery Date.

103.2 All amounts which remain owing by the BUYER for the Products, including any amount which is specified to be payable on the Acceptance Date, will be paid by the BUYER to SELLER within 30 days after the Acceptance Date, unless otherwise agreed in writing by an authorized representative of SELLER.

103.3 Written notification must be given by the BUYER to SELLER within seven days after the Acceptance Date listing any outstanding deficiencies with respect to the Products and SELLER will use all reasonable efforts to correct such deficiencies promptly.

104. START-UP

104.1 SELLER will request a firm date for start-up of the Equipment (the "Start-Up Date"). Trojan will then schedule its technician to be on-site for the Start-up Date. The Start-up Date is binding except for any changes made in accordance with the provisions below.

104.2 On the Start-up Date, BUYER must have the Equipment and site ready as provided in the Installation Preparation Checklist contained in the Contractor Installation Package sent to BUYER and must have paid all amounts then due and payable to SELLER.

104.3 BUYER can request a rescheduling of the Start-up Date by notifying SELLER in writing not less than three weeks prior to the Start-up Date. BUYER may request that the Start-up Date be extended but may not request that the Start-up Date be moved forward. SELLER requires a minimum extension period of two weeks between the existing Start-up Date and the requested new Start-up Date in order to reschedule its technician.

104.4 SELLER may, in its sole discretion, agree to reschedule the Start-up Date where a BUYER requests less than a two-week extension but is under no obligation to do so. In the event that SELLER does agree to less than a two-week extension or that BUYER requests more than two changes to the Start-up Date, BUYER will be charged an administration fee in an amount determined by SELLER.

104.5 SELLER reserves the right to reschedule the Start-up Date to a date which is prior to or subsequent to the scheduled Start-up Date in order to accommodate its resource availability. This right to reschedule will be applicable unless otherwise agreed in writing by an authorized officer of SELLER. SELLER will provide BUYER or its representative with a minimum of 72 hours' notice of any such change to the Start-up Date.

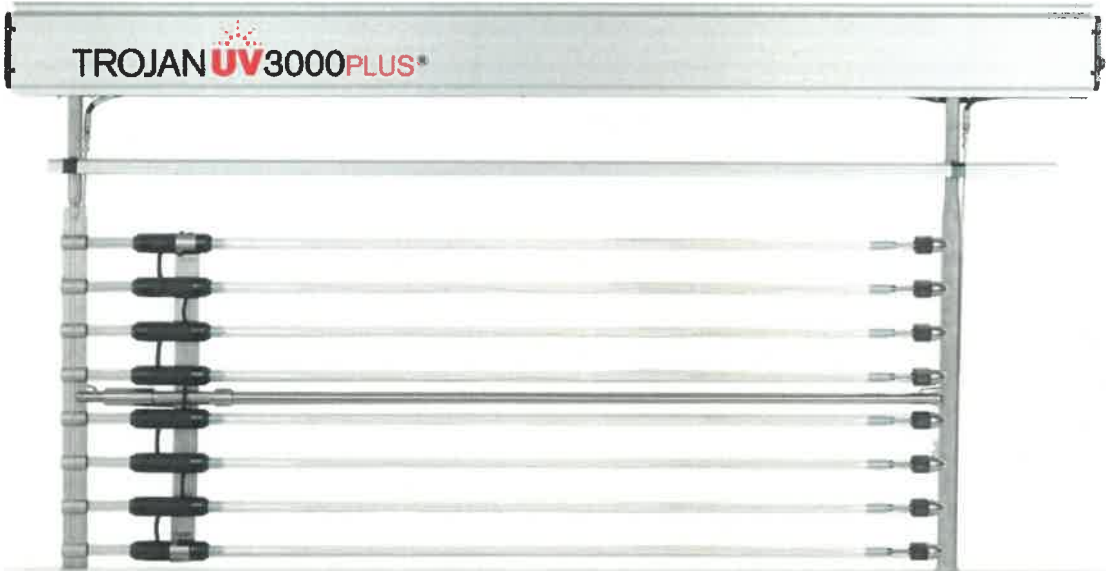
104.6 In the event that SELLER'S technician arrives at the project site and finds that the Equipment or the project site is not ready for start-up as defined in the Contractor Installation Package, or any amounts then due and payable to SELLER remain unpaid, BUYER may either:

(a) provided all amounts then due and payable to SELLER have been paid, issue a purchase order for all costs involved in having SELLER correct the deficiencies, or

(b) have SELLER'S technician leave the site and then reschedule the Start-up Date to a date when all deficiencies will be corrected, and the Equipment will be ready for start-up as defined in the Contractor Installation Package. If BUYER selects this option, the cost of rescheduling will be not less than a minimum amount specified by SELLER, with the final cost being determined by SELLER based on its costs and expenses incurred in connection with the rescheduling.

Rev. May 21, 2024

Section 2 – Bid Form



This page is intentionally left blank.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

BID FORM FOR PROCUREMENT CONTRACT

Prepared By



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American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
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www.acec.org

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BID FORM FOR PROCUREMENT CONTRACT

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BID FORM FOR PROCUREMENT CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—BUYER AND BIDDER

- 1.01 This Bid is submitted to:
- 1.02 **City of Camas, Washington** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Contract with Buyer in the form included in the Procurement Bidding Documents, and to furnish the Goods and Special Services as specified or indicated in the Procurement Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Procurement Bidding Documents.

ARTICLE 2—BASIS OF BID

- 2.01 *Lump Sum Bids*
 - A. Bidder will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Procurement Contract Price(s):

- 1. Lump Sum Bid Price

Lump Sum Bid Price	\$ 639,286
--------------------	------------

- 2.02 *Buyer’s Contingency Allowance*
 - A. The Bid Price is supplemented by the following Buyer’s Contingency Allowance, as described in the General Conditions, Paragraph 11.06:

Buyer’s Contingency Allowance	\$10,000
-------------------------------	----------

- 2.03 *Total Bid Price*
 - A. The following Total Bid Price is the sum of the Lump Sum Bid Price from Paragraph 2.01, and the Buyer’s Contingency Allowance. The Total Bid Price, if accepted and incorporated in the Procurement Contract to be awarded, will be subject to any Buyer-accepted Alternates and Buyer’s Contingency Allowance adjustments.

Total Bid Price	\$ 649,286
-----------------	------------

ARTICLE 3—TIME OF COMPLETION

- 3.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule of Procurement Contract Times set forth in Article 2 of the Procurement Agreement.
- 3.02 Bidder accepts the provisions of the Procurement Agreement as to liquidated damages.

ARTICLE 4—ATTACHMENTS TO THIS BID

- 4.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Bid security in the form prescribed in the Instructions to Bidders.
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.
 - C. Required Bidder Qualification Statement with supporting data.

ARTICLE 5—BIDDER’S ACKNOWLEDGMENTS

- 5.01 Bidder accepts all terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Buyer.
- 5.02 Bidder has examined and carefully studied the Procurement Bidding Documents, the related data identified in the Procurement Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	November 14, 2024

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS


- 6.01 *Bidder’s Representations*
 - A. In submitting this Bid, Bidder represents that:
 1. Bidder has examined and carefully studied the Procurement Contract Documents.
 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Bidder’s judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
 3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 4. Bidder has carefully studied, considered, and correlated the information known to Bidder with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 5. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.

6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Requirements, that without exception the Bid (including all Bid prices) is premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

6.02 Bidder's Certifications

A. Bidder certifies that:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Procurement Contract. For the purposes of this Paragraph 6.02.A.4:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 3

616 NE 4th Avenue
 Camas, WA 98607

Project No. P1018

UPPER LACAMAS LAKE DAM GATE REPLACEMENT

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 **Stantec** 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 August 1, 2022, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

1. **Scope of Services.** Consultant agrees to perform 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 \$18,540.65.

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: \$199,350.00

b. Amendment No. 3 \$18,540.65

c. Total: \$217,890.65

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:

STANTEC:

Authorized Representative

By: _____

Signed by:
Dick Talley
By: _____
5499BC984C6A496...

Print Name: _____

Print Name: **Dick Talley**

Title: _____

Title: **Vice President**

Date: **12/19/2024**

EXHIBIT "A"
AMENDED SCOPE OF SERVICES



Exhibit “A” Scope of Services Amendment 3

Summary

In accordance with the original Contract P1018 dated 1 August 2022 and Amendments 1 and 2 thereto, this Amendment 3 alters the terms of the contract as detailed below.

1. The Contract’s completion date will be extended to **31 December 2025** to accommodate the updated schedule of completion of the projects.
2. The scope and budget will be updated as shown below to include the addition of the performance specifications and bid document creation for the addition of a temporary bridge. Scope of construction work will be added to the current bid package for the gate and valve replacement. Currently, it’s anticipated that bid package will be issued in Q1 of 2025 and construction will be completed in 2025.
3. The scope will be updated as shown below to include State of Washington Department of Dam Safety dam inspections for calendar year 2025.
 - a. This addition of one more annual dam inspections to the scope will result in an increase of **\$18,540.65** to the current Contract value of **\$199,350.00** to **\$217,890.65**
4. Adoption of revised labor rate schedule. Stantec has not modified the professional services labor rate schedule since inception of the agreement in August of 2022. Since the duration of services has now been extended through 2025, the following rate table will become effective November 1, 2024 and will be valid through December 31, 2025.

November 1, 2024 thru December 31, 2025 – Project Rate Table – Lacamas Dam	
Labor Classification	Rate
Accounting / Admin	\$120
Designer 1	\$135
Designer 2	\$155
Deputy Project Manager	\$165
Associate Project Engineer	\$165
Project Engineer	\$195
Senior Project Engineer / Cost Estimator	\$215
Discipline Lead	\$245
Principal / Subject Matter Expert	\$270
Project Manager	\$270

Scope of Work

Stantec will perform the additional scope of services identified as Task 12000 and Task 13000 with the acceptance and execution of Amendment 3. No other scope modifications will result to the current contract and as amended by Amendment 1 and 2.

Task 12000 – 2025 Dam Safety Inspection.**12000.1 Task Specific Objectives:**

This is a three-part task, consisting of our initial meeting with the City, our preparation for the field inspection and the field inspection itself. The specific objectives of the task are:

- A. Open and clear communication with the City, such that Stantec fully understands the goals of the inspection, and to share with the City any preliminary findings from the information review that may alter the focus of the inspection;
- B. Pre-inspection preparation for the inspection to promote a thorough and efficient inspection during the time on-site. Stantec will prepare custom pre-printed inspection checklists that will capture specific City points of interest as well as any features of interest stemming from the information review;
- C. Performance of a safe, efficient, and thorough field inspection of the dams and the appurtenant features. The items identified on the pre-printed checklists will be inspected as well as any other observations deemed to be pertinent to our inspection team. Items requiring repair will be identified.

12000.2 Task Specific Services and Assumptions:

- A. Field Inspection - Stantec has allocated one full day for two professional engineers to walk the site and conduct a noninvasive inspection. We have assumed that the City will arrange for full site access. Our level of effort has assumed that the inspection will be limited to areas with access provided by the City. Areas not inspected due to access issues will be documented in the final report. This inspection will not include any drilling, sampling, or materials testing of the dam or foundation materials, and does not include any in-situ destructive or non-destructive testing.
- B. Inspection Summary - Stantec will prepare a field observation and inspection summary along with completed inspection checklists and identification of items requiring repair. These documents will be used to prepare the reports identified below.
- C. Draft Report - the draft report will include the findings from the field inspection and Stantec's overall assessment of the condition of the dams. A draft will be provided to the City for review and comment. If necessary, a teleconference with the City can be scheduled to address specific questions from the inspection that the City may have.
- D. Final Report - Stantec will modify the draft report as appropriate in response to City comments. The Final report will be prepared in general compliance with Ecology's Dam Safety Guidelines.
- E. Professional judgments presented in the final report will be based partly on the evaluation of technical information gathered and on Stantec's understanding of the characteristics of the dams. Stantec does not guarantee the performance of the dams in any respect, only that our engineering work and judgments rendered meet the standard of care of our profession.



- F. The opinions and recommendations contained in this Report are dependent on the accuracy, completeness, and correctness of the data, documents, and other information provided by the City or other third parties noted in the report, whether provided in writing or orally ("Information"). Information may include information and documents relating to the facility, personnel, systems, equipment, protocols, procedures and policies and the compliance by City employees, subcontractors and others with such requirements. If any of the Information is inaccurate, incomplete or incorrect, the opinions and recommendations of Stantec contained in the Report cannot be relied upon by the City.
- G. Stantec's opinions and recommendations are provided based on assessment of the facility as of the date of this report based on the available information and our surface observations. If changes to existing conditions should occur, analysis, opinions, and recommendations by Stantec may no longer be valid and should not be relied upon.
- H. The field inspection is scheduled for September 2025.

12000.3 Task Specific Deliverables:

Stantec will deliver the following:

- A. PDF Draft Report transmitted via e-mail
- B. PDF Final Report transmitted via e-mail

12000.4 Period of Performance

- A. Stantec will begin work by preparing for the field inspection a few days prior to the planned inspection. The inspection is scheduled for the last week September 2025 to coincide with a planned drawdown of the reservoir. Stantec will have the draft report to the City within 10 calendar days of the inspections. The final report will be presented to the City within 3 full working days of receiving comments from the City and resolving any questions.

12000.5 Not to Exceed Budget

- A. Stantec will complete the services described in this task for a not to exceed budget of **\$13,500** per the terms and conditions of the contract and Exhibit B of this amendment. This funding will be from a new budget allotment.

Task	Description	Personnel	Labor Rate	Hours	Total Labor Costs	Other Direct Costs	Total Costs
12000	2025 Annual Dam Inspection	Worthen, J.	\$ 245.00	28	\$ 6,860.00	\$ 310.00	\$ 7,170.00
		Brumley, B	\$ 215.00	28	\$ 6,020.00	\$ 310.00	\$ 6,330.00
Totals				56	\$ 12,880.00	\$ 620.00	\$ 13,500.00



Task 13000 – Temporary Bridge Documents

13000.1 Task Specific Objectives:

The City has been working with Clark County (County) on the County’s plan to replace a vehicular access bridge located to the west of NW TanOak Drive. The County has been delayed in replacing the bridge and the bridge is needed to be able to complete the gate and valve replacement project. Subsequently, the City has requested that Stantec develop performance requirements and bid documents necessary to define the needs of a temporary bridge to be design and installed by the Contractor as part of the gate and valve replacement project.

- A. This Task 13000 will be to develop the performance requirements, baseline information including record drawings and bid documents and include the package with the existing bid package for the gate and valve replacement project that was developed in 2023. This gate and valve bid package has been held pending this replacement of the bridge by the County, however, with the delays, the City has elected to move forward with a temporary solution and the temporary bridge will be salvaged by the Contractor upon completion of the gates and valves replacement.

13000.2 Task Specific Services and Assumptions:

- A. As of September 27, 2024, Stantec has completed Tasks 1000, 2000, 3000 and 4000 of the original agreement. Moreover, Stantec has also completed Tasks 5000 and 6000 of the agreement as modified by Amendment 1 and 2. See tables below:

Stantec Project Summary Upper Lajas Dam Gate Replacement Project No. 2002006280 As of September 27, 2024									
PHASE 1									
Task	Description	Contract Amount	Amount this Invoice	Amount Previously Billed	Amount Billed to Date	% of Contract Maximum Amount	Contract Amount Remaining	Physical Percent Complete	Earned Value
1000	Upper Dam Spillway Gate Replacement Preliminary Design	\$ 11,900.00	\$ -	\$ 11,515.00	\$ 11,515.00	97%	\$ 385.00	100%	\$ 11,900.00
2000	Gates and Valve Automation Evaluation and Report	\$ 58,200.00	\$ -	\$ 60,270.00	\$ 60,270.00	104%	\$ (2,070.00)	100%	\$ 58,200.00
3000	2022 Annual Dam Safety Inspection	\$ 12,350.00	\$ -	\$ 11,022.13	\$ 11,022.13	89%	\$ 1,327.87	100%	\$ 12,350.00
4000	Project Management	\$ 3,380.00	\$ -	\$ 2,972.50	\$ 2,972.50	88%	\$ 407.50	100%	\$ 3,380.00
Totals		\$ 85,830.00	\$ -	\$ 85,779.63	\$ 85,779.63	100%	\$ 50.37	100%	\$ 85,830.00

PHASE 2									
Task	Description	Contract Amount	Amount this Invoice	Amount Previously Billed	Amount Billed to Date	% of Contract Maximum Amount	Contract Amount Remaining	Physical Percent Complete	Earned Value
5000	90% Design	\$ 39,600.00	\$ -	\$ 21,088.75	\$ 21,088.75	53%	\$ 18,511.25	100%	\$ 39,600.00
6000	Final Design	\$ 12,420.00	\$ -	\$ 3,971.25	\$ 3,971.25	32%	\$ 8,448.75	100%	\$ 12,420.00
7000	Bid Support	\$ 5,650.00	\$ -	\$ -	\$ -	0%	\$ 5,650.00	0%	\$ -
8000	Construction Support	\$ 22,100.00	\$ -	\$ -	\$ -	0%	\$ 22,100.00	0%	\$ -
9000	Project Management	\$ 8,250.00	\$ 330.00	\$ 2,617.50	\$ 2,947.50	36%	\$ 5,302.50	75%	\$ 6,187.50
10000	2023 Annual Dam Inspection	\$ 12,500.00	\$ -	\$ 6,771.02	\$ 6,771.02	54%	\$ 5,728.98	100%	\$ 12,500.00
11000	2024 Annual Dam Inspection	\$ 13,000.00	\$ 2,354.65	\$ -	\$ 2,354.65	18%	\$ 10,645.35	20%	\$ 2,600.00
Totals		\$ 113,520.00	\$ 2,684.65	\$ 34,448.52	\$ 37,133.17	33%	\$ 76,386.83	65%	\$ 73,307.50
GRAND TOTAL		\$ 199,350.00	\$ 2,684.65	\$ 120,228.15	\$ 122,912.80	62%	\$ 76,437.20	80%	\$ 159,137.50

- B. As shown in the above tables, (Contract Amount Remaining for Tasks 1000 through 6000 and Task 10000), \$32,739.35 in contract funding is available for re-allocation. This Amendment 3 will re-allocate a portion of this amount (\$27,500) into a new Task 13000 – Temporary Bridge.



C. Task 13000 – Temporary Bridge will consist of services as follows:

1. Developing recommended geotechnical parameters for the site to be used for design of the temporary bridge
2. Performing a one-day site visit by one engineer to document the roadway approach, existing conditions, and other pertinent site data.
3. Developing 90% and 100% Final drawing(s) for a conceptual temporary bridge that will span over, and be entirely separate from, the existing county-owned bridge.
4. Specifications for work will be based on WSDOT Division 6 General Special Provisions and refer to WSDOT Standard Specifications.
5. It is assumed the one coordination meeting will be held with the City and County to review the 90% Design Complete deliverables to receive any review comments, establishing any permitting or authorization requirements and to make the required modifications prior to finalizing the design. This coordination meeting will occur 7 to 10 calendar days after the 90% submittal.
6. Develop 100% documents for integration into the existing bid package for the gate and valve replacement.

13000.3 Task Specific Deliverables:

Stantec will deliver the following:

- A. 90% Design Package transmitted via e-mail
- B. 100% Design Package transmitted via e-mail

13000.4 Period of Performance

- A. Stantec will begin work following acceptance of this Amendment No. 3. Preparation and completion of 90% design package will be achieved within 4 weeks of notice to proceed. 100% design package will be completed within 7 weeks of notice to proceed assuming one week of City/County review time post 90% design package submittal.

13000.5 Not to Exceed Budget

- A. Stantec will complete the services described in this task for a not to exceed budget of **\$27,500** however this will result in a no net change contract amount due to the re-allocation of remaining budget from Task 1000 through 6000 and Task 10000. Tasks 1000 through 6000 and Task 10000 will be closed to further charges.

Task	Description	Personnel	Labor Rate	Hours	Total Labor Costs	Other Direct Costs	Total Costs
13000	Temporary Bridge	Worthen, J.	\$ 245.00	4	\$ 980.00	\$ -	\$ 980.00
		Brumley, B	\$ 215.00	8	\$ 1,720.00	\$ -	\$ 1,720.00
		Deilami, H.	\$ 245.00	30	\$ 7,350.00	\$ -	\$ 7,350.00
		Zhaung, H.	\$ 215.00	80	\$ 17,200.00	\$ 250.00	\$ 17,450.00
Totals				122	\$ 27,250.00	\$ 250.00	\$ 27,500.00



Task 7000 – Bid Support.

- A. Following completion and acceptance of the 100% design package for the Temporary Bridge, Stantec will integrate these new documents into the existing bid package for the gate and valve replacement and prepare a final set of bid documents.
- B. Additional time will be required to address questions and RFI's are anticipated in regard to the temporary bridge.
- C. As noted, \$32,739.35 in contract funding is available from Tasks 1000 through 6000 and Task 10000, however after re-allocation to Task 13000, only \$5,239.35 remains of which \$2,700 will be re-allocated to Task 7000 – Bid Support.

Task	Description	Personnel	Labor Rate	Hours	Total Labor Costs	Other Direct Costs	Total Costs
7000	Bid Support	Deilami, H.	\$ 245.00	4	\$ 980.00	\$ -	\$ 980.00
		Zhaung, H.	\$ 215.00	8	\$ 1,720.00	\$ -	\$ 1,720.00
Totals				12	\$ 2,700.00	\$ -	\$ 2,700.00

- D. This task will be increased by **\$2,700** for a total task budget of **\$8,350**.
- E. All other scope of services, assumptions and deliverables of Task 7000 will remain unchanged.

Task 8000 – Construction Support.

- A. Additional time will be required to review submittals, address RFI's and attend periodic site visits associated with the temporary bridge.
- B. As noted, \$32,739.35 in contract funding is available from Tasks 1000 through 6000 and Task 10000. However, after funding Tasks 13000 and 7000, only \$2,539.35 is remaining. Task 8000 budget needs to be increased by \$3,500 of which \$2,539.35 will be re-allocated and \$960.65 of new funding allotted.

Task	Description	Personnel	Labor Rate	Hours	Total Labor Costs	Other Direct Costs	Total Costs
8000	Construction Support	Deilami, H.	\$ 245.00	4	\$ 980.00	\$ -	\$ 980.00
		Zhaung, H.	\$ 215.00	10	\$ 2,150.00	\$ 370.00	\$ 2,520.00
Totals				14	\$ 3,130.00	\$ 370.00	\$ 3,500.00

- C. This task will be increased by **\$3,500** for a total task budget of **\$25,600**.
- D. All other scope of services, assumptions and deliverables of Task 8000 will remain unchanged.



Task 9000 – Project Management

- A. Additional time will be required due to the one-year extension of contract time.
- B. New budget allotment will be made to Task 9000 – Project Management in the amount of \$4,080.

Task	Description	Personnel	Labor Rate	Hours	Total Labor Costs	Other Direct Costs	Total Costs
9000	Project Management	Horne, A.	\$ 120.00	18	\$ 2,160.00	\$ -	\$ 2,160.00
		Rogers, S.	\$ 120.00	16	\$ 1,920.00	\$ -	\$ 1,920.00
Totals				34	\$ 4,080.00	\$ -	\$ 4,080.00

- C. This task will be increased by **\$4,080** for a total task budget of **\$12,330**
- D. All other scope of services, assumptions and deliverables of Task 9000 will remain unchanged.

Schedule

The project’s schedule is amended to the following:

Task	Schedule
Approval of Amendment Three	November 1 st , 2024
Completion of 90% Design of Temporary Bridge	November 1 st to December 15 th , 2024
Completion of 100% Design of Temporary Bridge	January 1 st to February 1 st , 2025
Bid Support	March 1 st to March 31 st , 2025
Construction Support	June 1 st to December 31 st , 2025
2025 Dam Safety Inspections	September 1 st to December 31 st , 2025

EXHIBIT "B"
AMENDED COSTS FOR SCOPE OF SERVICES



Exhibit “B” Fee Proposal Amendment 3

Compensation for this additional Scope of Work will be on a time and materials basis utilizing the labor rate schedule and Other Project Direct Costs shown in the original Contract P1018, unless amended herein.

Table B-1 Updated Breakdown of Engineering Fees and Other Direct Charges by Task

Stantec Project Summary Upper Lacamas Dam Gate Replacement Project No. 2002006280 As Modified by Amendment 3						
Task	Description	Current Contract Amount	Re-Allocation or New Fundings	Final Contract Amount	Contract Remaining as of 27 Sep 2024*	Comment
1000	Upper Dam Spillway Gate Replacement Preliminary Design	\$ 11,900.00	\$ (385.00)	\$ 11,515.00	\$ -	Task is closed
2000	Gates and Valve Automation Evaluation and Report	\$ 58,200.00	\$ 2,070.00	\$ 60,270.00	\$ -	Task is closed
3000	2022 Annual Dam Safety Inspection	\$ 12,350.00	\$ (1,327.87)	\$ 11,022.13	\$ -	Task is closed
4000	Project Management	\$ 3,380.00	\$ (407.50)	\$ 2,972.50	\$ -	Task is closed
5000	90% Design	\$ 39,600.00	\$ (18,511.25)	\$ 21,088.75	\$ -	Task is closed
6000	Final Design	\$ 12,420.00	\$ (8,448.75)	\$ 3,971.25	\$ -	Task is closed
7000	Bid Support	\$ 5,650.00	\$ 2,700.00	\$ 8,350.00	\$ 8,350.00	Task will be active in 2025
8000	Construction Support	\$ 22,100.00	\$ 3,500.00	\$ 25,600.00	\$ 25,600.00	Task will be active in 2025
9000	Project Management	\$ 8,250.00	\$ 4,080.00	\$ 12,330.00	\$ 9,382.50	15 months (October 2024 to December 2025)
10000	2023 Annual Dam Inspection	\$ 12,500.00	\$ (5,728.98)	\$ 6,771.02	\$ -	Task is closed
11000	2024 Annual Dam Inspection	\$ 13,000.00	\$ -	\$ 13,000.00	\$ 10,645.35	Task is underway
12000	2025 Annual Dam Inspection	\$ -	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	Task will be active in 2025
13000	Temporary Bridge	\$ -	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	Task will be active in 2024 and 2025
Totals		\$ 199,350.00	\$ 18,540.65	\$ 217,890.65	\$ 94,977.85	

* Pending approval of Amendment 3

Current contract price of \$199,350 will be increased by **\$18,540.65** to a new current contract price of **\$217,890.65**.

**EXHIBIT “C”
CONSULTANT BILLING RATES**

November 1, 2024 thru December 31, 2025 – Project Rate Table – Lacamas Dam	
Labor Classification	Rate
Accounting / Admin	\$120
Designer 1	\$135
Designer 2	\$155
Deputy Project Manager	\$165
Associate Project Engineer	\$165
Project Engineer	\$195
Senior Project Engineer / Cost Estimator	\$215
Discipline Lead	\$245
Principal / Subject Matter Expert	\$270
Project Manager	\$270



Staff Report – Public Hearing and Ordinance No. 25-001 for the Transportation Benefit District Assumption of Powers

January 21, 2025 Council Regular Meeting

Public Hearing and Ordinance No. 25-001 for the Transportation Benefit District (TBD)
Assumption of Powers

Presenter: Cathy Huber Nickerson, Finance Director, and Matthew Thorup, Assistant Finance Director

Time Estimate: 25 minutes

Phone	Email
360.817.1537	chuber@cityofcamas.us
360.817.7021	mthorup@cityofcamas.us

BACKGROUND: This public hearing is to consider public comments on the Council’s assumption of powers of the Transportation Benefit District ordinance. Ordinance 25-001 contains the assumption of powers.

SUMMARY: The Camas Transportation Benefit District was adopted by Ordinance 24-019 that established the boundaries of the Camas Transportation Benefit District to be the Camas city limits as they are currently exist or as they may exists following future annexations. The Camas Transportation Benefit District governing board is the same as Camas City Council. However, as a separate legal entity, there would need to be separate meetings and separate audits for the Camas Transportation Benefit District. By assuming the powers of the district, separate meetings would no longer be required, and the administration of the district would be more efficient and effective.

According to the MRSC, 85% of cities or towns have assumed the powers of Transportation Benefit Districts (July 2022).

BENEFITS TO THE COMMUNITY: The assumption of the powers of the Camas Transportation Benefit District by the Camas City Council would make for more efficient governance of the district and reduce costs to the City.

POTENTIAL CHALLENGES: None are noted.

BUDGET IMPACT: The assumption of the powers of the district would not have a material impact to the budget. However, it will save on state audit expenses as there would not need to be two separate audits.

RECOMMENDATION: Staff recommends that Council open a public hearing to consider public comment on the assumption of powers of the Transportation Benefit District, then close the public hearing and consider the adoption of Ordinance No. 25-001 for the City Council to assume the powers of the Transportation Benefit District.

ORDINANCE NO. 25-001

AN ORDINANCE OF THE CITY OF CAMAS, WASHINGTON, ASSUMING THE RIGHTS, POWERS, FUNCTIONS, AND OBLIGATIONS OF THE CAMAS TRANSPORTATION BENEFIT DISTRICT; AMENDING CHAPTER 3.90 OF THE CAMAS MUNICIPAL CODE TO RECOGNIZE SUCH ASSUMPTION; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 24-019 of the City of Camas, passed by the Camas City Council on November 18, 2024, created the Camas Transportation Benefit District and adopted a new Chapter 3.90 of the Camas Municipal Code governing the same; and

WHEREAS, Chapter 36.74 RCW authorizes a city to assume the rights, powers, functions, and obligations of a transportation benefit district with geographical boundaries coterminous with those of the city; and

WHEREAS, pursuant to RCW 36.74.020, the Camas City Council passed Resolution No. 24-017 on December 2, 2024, declaring the Council’s intent to consider assuming the Camas Transportation Benefit District and establishing the date and time for a public hearing on such consideration; and

WHEREAS, on January 6, 2025, the City Council held a public hearing at which all interested parties were invited to appear and be heard; and

WHEREAS, following the public hearing, the City Council determined that the public interest and welfare would be satisfied by the City’s assumption of the rights, powers, functions, and obligations of the Camas Transportation Benefit District; and

WHEREAS, pursuant to RCW 36.74.the Camas City Council declares its intent to eliminate the Transportation Benefit District as a separate legal entity and to abolish the

governing board thereof in favor of the Camas City Council, which shall be vested with all rights, powers, immunities, functions and obligations otherwise formerly vested in said governing body.

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

Section I

Assumption. The City of Camas hereby assumes all rights, powers, functions, and obligations of the Camas Transportation Benefit District created by Ordinance No. 24-019 of the City. Upon the effective date of this Ordinance, the Camas Transportation Benefit District shall cease to be a separate legal entity and the City is vested with every right, power, immunity, function, and obligation currently granted to or possessed by the transportation benefit district. The governing body of the Camas Transportation Benefit District is hereby abolished, and the Camas City Council is vested with all rights, powers, immunities, functions, and obligations otherwise vested by law in the governing board of the Camas Transportation Benefit District.

Section II

Code Amended. Sections 3.90.010 and 3.90.020 of the Camas Municipal Code are hereby amended to read as follows:

Chapter 3.90

CAMAS TRANSPORTATION BENEFIT DISTRICT

3.90.010 Establishment - Assumption. The Camas Transportation Benefit District or “District” was created in 2024 with geographical boundaries comprised of the corporate limits of the City as they currently exist or as they may exist following future annexations. In 2025, the City of Camas assumed the rights, power, immunities, functions, and obligations of the district pursuant to Chapter 36.74 RCW. The City of Camas is hereby vested with each and every right, power, immunity, function, and obligation granted to or possessed by the district.

3.90.020 Governance.

- A. Camas City Council is hereby vested with the authority to exercise the statutory powers set forth in Chapter 36.73 RCW and this Chapter. The Camas City Council is vested with all of the rights, powers, immunities, functions, and obligations formerly held by the governing board of the Camas transportation benefit district. All duties, powers and obligations of any “Board” or “board” as referenced within this Chapter shall be exercised by the Camas City Council pursuant to this section.

Section III

No Existing Rights Impaired. Pursuant to RCW 36.74.040, nothing in this ordinance shall be construed as impairing any existing rights acquired by the Camas Transportation Benefit District under Chapter 36.73 RCW, this chapter, or any other provision of law applicable to transportation benefit districts. The assumption accomplished by this ordinance also does not alter any actions, activities, or proceedings validated thereunder, any civil or criminal proceedings instituted thereunder, any rule, regulation, or order promulgated thereunder, any administrative action taken thereunder, nor the validity of any act performed by the Camas Transportation Benefit District or division thereof or any officer thereof prior to the assumption of the rights, powers, immunities, functions, and obligations of the district by the City under this ordinance.

Section IV

Rules, Regulations, Pending Business, and Contracts. Pursuant to RCW 36.74.050(1), all rules and regulations and all pending business before the board of the Camas Transportation Benefit District shall be continued and acted upon by the Camas City Council. In addition, pursuant to RCW 36.74.050(2), all contracts and obligations of the Camas Transportation Benefit District remain in full force and effect and will be performed by the City. The assumption does not affect the validity of any official act performed by any official or employee prior to the assumption authorized under the law.

Section V

Funds, Credits, Appropriations, Federal Grants, or Other Assets. As provided in RCW 36.74.060(1), all funds, credits, or other assets held in connection with rights, powers, duties, and functions of the Camas Transportation Benefit District are transferred and assigned to the City of Camas. Further, under RCW 36.74.060(3), any appropriations or federal grants made to the Camas Transportation Benefit for the purpose of carrying out the rights, powers, functions, and obligations assumed by the City shall, as of the effective date of this ordinance, be credited to the City for the purpose of carrying out such assumed rights, powers, functions, and obligations.

Section VI

Assumption of Indebtedness. If the Camas Transportation Benefit District has incurred indebtedness, the City of Camas hereby assumes the same and agrees to provide for timely payment thereof, including the payment and retirement of any outstanding general obligation and revenue bonds (if any) issued by the Camas Transportation Benefit District.

Section VII

Severability. If any section, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section VII

Effective Date. This ordinance shall take force and be in effect five (5) days after passage and after its publication according to law.

PASSED BY the Council and APPROVED by the Mayor this 21st day of January 2025.

SIGNED: _____
Mayor

SIGNED: _____
Clerk

APPROVED as to form:

City Attorney