



City Council Regular Meeting Agenda Monday, July 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 <https://vimeo.com/event/5255651>

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. [June 16, 2025 Camas City Council Regular and Workshop Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [\\$26,250 to PBS Engineering and Environmental, LLC, for Forest Home Booster Station Phase 1](#)
(Submitted by Rob Charles, Utilities Manager)
4. [\\$109,969 to OCD Automation, Inc., for Wastewater Treatment Plant Programming Logic Controller D Replacement Bid Award](#)
(Submitted by Rob Charles, Utilities Manager)
5. [2025 #2 Surplus Equipment](#)
(Submitted by Will Noonan, Public Works Operations Manager)
6. [\\$96,998.00 Vertex Contracting LLC Citywide Horizontal Curve Safety Improvements Bid Award with up to 10% change order authorization](#)
(Submitted by James Carothers, Engineering Manager)

7. [\\$295,709.50 Grade Werks Excavating LLC NE 3rd Avenue Pedestrian and Bicycle Improvements Bid Award with up to 10% change order authorization, Subject to Washington State Transportation Improvement Board Approval](#)
(Submitted by James Carothers, Engineering Manager)
8. [\\$30,000 Columbia West Engineering Inc. 2024-2025 On-Call Material Testing Services PSA Amendment No. 1](#)
(Submitted by James Carothers, Engineering Manager)

NON-AGENDA ITEMS

9. Staff
10. Council

MAYOR

11. Mayor Announcements
12. [Water Safety Ad Hoc Committee Appointments](#)

MEETING ITEMS

13. [Ordinance No. 25-013 Changing the Name of SE Bybee Road to NW Bybee Road](#)
Presenter: Alan Peters, Community Development Director
[Time Estimate: 10 minutes](#)
14. [Resolution 25-010 Adopting the Clark County Comprehensive Solid Waste Management Plan for 2025-2029](#)
Presenter: Rob Charles, Utilities Manager
[Time Estimate: 5 minutes](#)
15. [Resolution No. 25-011 Regional Fire Authority \(RFA\) Discussion](#)
Presenter: Cliff Free, Fire Chief; Shaun Ford, Division Chief
[Time Estimate: 20 minutes](#)

PUBLIC COMMENTS

CLOSE OF MEETING



City Council Workshop Minutes - Draft
Monday, July 7, 2025, 4:30 PM
Council Chambers, 616 NE 4th AVE

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

CALL TO ORDER

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

ROLL CALL

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

Staff: Sydney Baker, James Carothers, Rob Charles, Carrie Davis, Cliff Free, Cathy Huber Nickerson, Michelle Jackson, Tina Jones, Robert Maul, Alan Peters, Doug Quinn, Brian Smith, Heidi Steffensen, Connie Urquhart and Chris Witkowski

Press: No one from the press was present.

PUBLIC COMMENTS

Grant Bergstrom, Camas, commented about homelessness.

Earl Simpson, Vancouver commented about fluoride.

Ron Shu, Vancouver, commented about fluoride.

Peter Lubisich, Vancouver, commented about fluoride.

Dan Warner, Vancouver, commented about fluoride.

Constance Brown, Vancouver, commented about fluoride.

Cindy Campbell, Camas, commented about fluoride.

Peter Lubisich IV, Camas, commented about fluoride.

Mariah Kunz, Camas, commented about fluoride.

Samantha Horner, Camas, commented about fluoride.

Dana de Farcy, Camas, commented about fireworks.

Derek Kemppainen, Battle Ground, commented about fluoride.

Geri Rubano, Camas, commented about fluoride.

Meeting Minutes created by Sydney Baker.

Margaret Tweet, Camas, commented about fluoride.

Douglas Tweet, Camas, commented about fluoride.

WORKSHOP TOPICS

1. 2025 Revenue Bond Presentation
Presenter: Cathy Huber Nickerson, Finance Director

This item was for Council's information only.

2. Bybee Road Name Change
Presenter: Alan Peters, Community Development Director and Brian Smith, Building Official

An Ordinance for this item will be placed on a future City Council Agenda for Council's consideration.

3. Regional Parks Funding Task Team
Presenter: Chris Witkowski, Parks and Recreation Director and Jennifer Coker, Clark County

This item was for Council's information only.

4. Resolution No. 25-010 Adopting the Clark County Comprehensive Solid Waste Management Plan for 2025-2029
Presenter: Rob Charles, Utilities Manager

A Resolution for this item will be placed on the July 21st City Council Regular Meeting Agenda for Council's consideration.

5. Professional Services Agreement for the Wastewater Treatment Plant Programming Logic Controller D Replacement
Presenter: Rob Charles, Utilities Manager

This item will be placed on the July 21st City Council Regular Meeting Consent Agenda for Council's consideration.

6. Professional Services Agreement for Forest Home Booster Station Geotechnical
Presenter: Rob Charles, Utilities Manager

This item will be placed on the July 21st City Council Regular Meeting Consent Agenda for Council's consideration.

7. Lacamas Lake Bridge Water Safety
Presenter: Mayor Hogan

A Water Safety Ad-Hoc Committee will be created at the July 21st City Council Regular Meeting.

8. Resolution No. 25-011 Regional Fire Authority (RFA)
Presenter: Cliff Free, Fire Chief

A Resolution for this item will be placed on the July 21st City Council Regular Meeting Agenda for Council's consideration.

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

Free and Jones gave an update on the Fourth of July response calls.

COUNCIL COMMENTS AND REPORTS

Due to time constraints, this item was moved to the July 7, 2025, City Council Regular Meeting.

PUBLIC COMMENTS

Carey Patterson, Camas, commented about fluoride.

Aaron Cliburn, Camas, commented about water safety.

Jacinta Cox, Clark County, commented about fluoride.

CLOSE OF MEETING

The meeting closed at 6:50 p.m.



City Council Regular Meeting Minutes - Draft
Monday, July 7, 2025, 7:00 PM
Council Chambers, 616 NE 4th AVE

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Staff: Sydney Baker, Debra Brooks, James Carothers, Rob Charles, Carrie Davis, Cliff Free, Tina Jones, Shawn MacPherson, Robert Maul, Alan Peters, Doug Quinn, Heidi Steffensen, Connie Urquhart and Chris Witkowski

Press: No one from the press was present.

PUBLIC COMMENTS

Steve Bauer, Camas, commented about the recent RV Ordinance.

Judy Bauer, Camas, commented about the recent RV Ordinance.

Tyler Sanders, Camas, commented about parking.

Cynthia Cox, Camas, commented about the RV Ordinance.

Phillip Mitchell, Camas, commented about fluoride.

Greg Bose, Ridgefield, commented about fluoride.

Margaret Tweet, Camas, commented about fluoride.

Mike Hamilton, Clark County, commented about the Regional Fire Authority (RFA).

Dale Larson, Camas, commented about fluoride.

CONSENT AGENDA

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

1. June 16, 2025 Camas City Council Regular and Workshop Meeting Minutes

2. \$3,268,216.92 Automated Clearing House 702288 – 702348 and Claim Checks 160713 – 160826 Approved by Finance Committee
3. \$1,780,286.00 to HDR, Inc., for Professional Services Agreement for UV disinfection and Equipment Building Construction Assistance
(Submitted by Rob Charles, Utilities Manager)
4. \$57,124.00 to Consor Engineering for Lacamas Meadows Force Main Construction Management Assistance
(Submitted by Rob Charles, Utilities Manager)
5. \$359,359.00 Granite Construction Inc. 2025 Citywide HMA Repairs Phase 2 Bid Award with up to 10% Change Order Authorization
(Submitted by Justin Monsrud, Engineer III)
6. SR500 12-inch Waterline Relocation McDonald Excavation Final Acceptance
(Submitted by James Carothers, Engineering Manager)
7. \$622,858.26 Lennar Northwest, Inc. Water System Development Charge (SDC) Credits for Camas Heights 24-inch Water Transmission Main Construction
(Submitted by James Carothers, Engineering Manager)

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

NON-AGENDA ITEMS

8. Staff

Jones gave an update about traffic stops and electric-assisted bicycles and motorcycles.

Charles gave an update on the treatment of Lacamas Lake.

9. Council

Nohr commented about fireworks and thanked the Camas Police Department.

Senescu thanked citizens for their comments regarding fluoride.

Svilarich attended the Camas Car Show and thanked the Downtown Camas Association (DCA) for their efforts.

Boerke commented about Camas Days, the community action advisory board, adding a strategic plan reference to staff reports and about the RV Ordinance.

Lewallen commented about reviewing the City's emergency preparedness plan and Camas Days. Lewallen received multiple emails from citizens regarding the RFA and RV Ordinance.

Hein thanked the Camas Police Department and Camas-Washougal Fire Department for their efforts on the Fourth of July, and thanked citizens for their comments regarding fluoride. Hein attended the Camas Car Show and the Parks and Recreation Commission meeting. Hein commented about the RV Ordinance, upcoming C-TRAN meeting and upcoming Ward 2 Town Hall.

Elzingre commented about 38th Avenue improvements. Elzingre thanked the other Council Members for their comments regarding the RV Ordinance and thanked citizens for their fluoride comments.

MAYOR

10. Mayor Announcements

Hogan commented about the Camas Car Show and the Fourth of July.

11. Parks and Recreation Month Proclamation

Mayor Hogan proclaimed July 2025 as Parks and Recreation Month in the City of Camas.

12. Council Committee Assignments

It was moved by Hein, and seconded, to approve the mayors appointments to the Planning and Port of Camas-Washougal Commissions. The motion carried.

MEETING ITEMS

13. Public Hearing – 2025 Spring Omnibus Budget Amendment Ordinance 25-011 Presenter: Cathy Huber Nickerson, Finance Director and Debra Brooks, Financial Analyst

Mayor Hogan opened the public hearing at the June 16, 2025 City Council Regular Meeting.

No one from the public provided testimony.

Mayor Hogan closed the public hearing at 8:02 p.m.

It was moved by Nohr, and seconded, to approve Ordinance No. 25-011 and publish according to law. The motion carried unanimously.

14. Ordinance No. 25-004 Removal of Fluoride from Drinking Water Presenter: Rob Charles, Utilities Manager

It was moved by Senescu to approve Ordinance No. 25-004 and publish according to law. No Council Member seconded the motion. The motion failed.

PUBLIC COMMENTS

Margaret Tweet, Camas, commented about fluoride.

Annette Garner, Camas, commented about fluoride and fireworks.

Aaron Cliburn, Camas, commented about the RFA and water safety.

Tyler Sanders, Camas, commented about fluoride.

Dale Larson, Camas, commented about fluoride.

CLOSE OF MEETING

The meeting closed at 8:34 p.m.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

PROJECT NO. WTR23006

Forest Home Booster Improvements Phase 1
Monitoring Well Installation and Groundwater

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

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the Monitoring Well Installation and Groundwater.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than September 30, 2025, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed \$26,250 under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in Exhibit "A" (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in Exhibit "A".
 - b. The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

- e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

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

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

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

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

- 8. Consultant's Liability Insurance.
 - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
 - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be

responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

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

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

12. Confidentiality. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this agreement. Notwithstanding the foregoing, any intellectual property, materials, methodologies, software, tools, or other proprietary information owned or developed by the Contractor prior to the commencement of this Agreement, or developed independently of the Services ("Pre-Existing IP"), shall remain the sole property of the Contractor. To the extent that

any Pre-Existing IP is incorporated into the Work Product, the Contractor grants the City a non-exclusive, royalty-free, irrevocable, and perpetual license to use such Pre-Existing IP as necessary for the City's use of the Work Product. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.

14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.

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

Lower Tier Covered Transactions

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

15. Intellectual Property.

- a. Warranty of Non-infringement. Consultant represents and warrants that the Consultant is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Consultant further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
 - b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
16. Assignment. Neither party shall sublet or assign any of the services covered by this agreement without the express written consent of the non-assigning party.
 17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
 18. Conflict of Interest. It is recognized that Consultant may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.
 19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
 20. Notices. Notices to the City of Camas shall be sent to the following address:
 Rob Charles
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7003
 EMAIL: rcharles@cityofcamas.us

 Notices to Consultant shall be sent to the following address:
 Bret Waldron
 PBS Engineering and Environmental LLC
 4412 S Corbett Avenue
 Portland, OR 97239
 PH: 503-935-5514
 EMAIL: bret.waldron@pbsusa.com
 21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail.

Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

22. Arbitration Clause. If requested in writing by either the City or the Consultant, the City and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.
23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive but shall be cumulative with all other remedies available to the City at law or in equity.
26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 20__.

CITY OF CAMAS:

PBS Engineering and Environmental LLC:
Authorized Representative

By _____

Signed by:
By Bret Waldron
CC3E682E2E3743C...

Print Name _____

Print Name Bret Waldron

Title _____

Title Senior Geologist

Date 6/2/2025

EXHIBIT "A"
SCOPE AND COST OF SERVICES

April 14, 2025

Rob Charles
City of Camas
616 NE 4th Avenue
Camas, Washington 98607

Via email: rcharles@cityofcamas.us

Regarding: Proposal to Provide Well Installation and Monitoring
Forrest Home Booster Station
Intersection of NW 6th Avenue and Division Street
Camas, Washington

Dear Mr. Charles:

PBS Engineering and Environmental LLC (PBS) is pleased to submit this proposal to City of Camas (Client) to provide monitoring well installation and monitoring services at the proposed Forrest Home Booster Station in Camas, Washington (Site).

This proposal outlines our project approach, scope of work, schedule, and budget for PBS services based on our understanding of the project, information provided to us to date, and experience with similar projects.

PROJECT UNDERSTANDING AND APPROACH

PBS understands the Client is planning to potentially acquire the property owned by Georgia Pacific at the northwest corner of the intersection of NW 6th Avenue and Division Street to facilitate the construction of a new booster station. The Site is part of the much larger Georgia Pacific mill site, which is a listed cleanup site with the Washington Department of Ecology (Ecology). The Site is located within a portion of the cleanup site referred to as Unit F. PBS understands that Georgia Pacific and Ecology are requesting that a monitoring well be installed and monitored that aligns with requirements listed in the Uplands Remedial Investigation Work Plan (RIWP), which lists the contaminants of concern for Unit F. PBS understands that the Client intends to have a monitoring well installed and monitored with one round of sampling. PBS also understands that a work plan will be required to be submitted to Georgia Pacific, and possibly even Ecology for review and comment prior to completing installation and monitoring activities.

SCOPE OF WORK

PBS proposes the following scope of work.

Task 1: Work Plan and Health and Safety Planning

PBS will develop a formal work plan to be prepared for Georgia Pacific and Ecology to review prior to conducting the site assessment activities. The work plan will be reviewed for concurrence prior to conducting fieldwork. The cost to include minor modifications requested by Georgia Pacific and/or Ecology is included.

PBS will prepare a site-specific health and safety plan (HASP) that will include site- and project-specific information, procedures, contact information, and a map to the nearest hospital. The HASP will be maintained on site during field operations.

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Task 2: Utility Clearance

PBS will contact the Washington utility notification service at least three business days prior to subsurface drilling activities. A private utility locate will also be completed to clear the drilling location of buried utilities.

Task 3: Groundwater Monitoring Well Installation

One groundwater monitoring well will be installed north of the planned booster station. The well location is currently planned at the base of the slope, north of the existing parking lot. Using a roto sonic drill rig, the borehole will be advanced to at least 10 feet below the regional water table, to an expected depth of 20 to 25 feet below ground surface (bgs). The retrieved soil will be logged, noting grain size and distribution, color, odor, moisture, and any evidence of waste. Soil from each boring will be continuously logged and field screened for the presence of petroleum hydrocarbons by visual/olfactory observation and for the presence of volatile organic compounds (VOCs) using a photoionization detector (PID).

Two soil samples will be collected from the boring. A shallow sample will be collected at approximately 1 foot bgs to characterize shallow soil conditions that may have been impacted by previous uses at the Site, and the data can later be used for risk characterization purposes for any future construction activities. A deeper soil sample will be collected from above the water table at the soil-water interface and held at the laboratory pending the results of the shallow soil sample. The soil samples will be analyzed in accordance with the contaminants of concern listed in the RIWP, Table 6, for the CBC area as well as additional comments received by Ecology via email. The soil samples will be submitted for the following analyses:

- Gasoline-range total petroleum hydrocarbons (TPH) by Northwest Method TPH-Gx
- Diesel- and oil-range TPH by Northwest Method TPH-Dx
- Volatile organic compounds (VOCs) by EPA Method 8260
- Semi-volatile organic compounds (SVOCs) by EPA Method 8270
- Per- and polyfluoroalkyl substances (PFAS) by EPA Method 1633
- Resource Conservation and Recovery Act (RCRA) 8 metals by EPA Method 6010/6020
- Dioxins by EPA Method 1613
- Polychlorinated biphenyls (PCBs) by EPA Method 8082
- Dimethyl sulfoxide (DMSO) by EPA Method 1671A
- Sulfur by EPA Method 6010
- pH by Method 9040C

PBS personnel will wear new disposal nitrile gloves when collecting samples, and the sampling and drill rig equipment will be decontaminated between locations with a detergent wash and a deionized water rinse.

Soil samples will be collected in laboratory-provided containers that will be sealed, labeled, and stored in a cooler for transport to a Washington-accredited laboratory under chain-of-custody documentation under a standard turnaround time. It is typical for laboratory results to take as long as 3 to 4 weeks to complete dioxin sampling.

The well will be constructed with 2-inch Schedule 40 polyvinyl chloride (PVC) pipe with a 10 to 15-foot well screen intersecting the water table to remain consistent with the previously installed wells. The well will be constructed with a flush-mount surface completion to prevent access limitations on the north side of the future booster station building.

Soil cuttings from drilling the well will be placed inside a 55-gallon drum to be temporarily staged at the Site.

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After the well is constructed, PBS will perform well development as established in PBS' standard operating procedure for monitoring well development (available upon request) no earlier than 24 hours after the well sealant material has been placed. The purged groundwater will be discharged to a 55-gallon drum to be temporarily staged at the Site.

The well will need to be surveyed to tie into previous surveys performed for the other wells installed at the site. The top-of-casing elevation should be surveyed to an accuracy of 0.01 foot, while the ground surface of the well should be surveyed to 0.1 foot. This current scope does not include costs for PBS to perform the survey; however, PBS can complete a survey for an additional fee.

Task 4: Groundwater Monitoring

The new monitoring well will be sampled one time. The groundwater sample will be collected from the monitoring wells using a peristaltic pump and low-flow methodology. In accordance with the RIWP the samples will be submitted to a Washington certified laboratory and analyzed for the following compounds:

- Gasoline-range total petroleum hydrocarbons (TPH) by northwest method TPH-Gx
- Diesel- and oil-range TPH by northwest method TPH-Dx
- Volatile organic compounds (VOCs) by EPA Method 8260
- Semi-volatile organic compounds (SVOCs) by EPA Method 8270
- Per- and polyfluoroalkyl substances (PFAS) by EPA Method 1633
- Total and Dissolved Resource Conservation and Recovery Act (RCRA) 8 metals by EPA Method 6010/6020
- Dioxins by EPA Method 1613
- Dimethyl sulfoxide (DMSO) by EPA Method 1671A
- Sulfur by EPA Method 6010
- pH by Method 9040C

The groundwater sample will be collected in laboratory-provided containers that will be sealed, labeled, and stored in a cooler for transport to a Washington-accredited laboratory under chain-of-custody documentation under a standard turnaround time. It is typical for laboratory results to take as long as 3 to 4 weeks to complete dioxin sampling.

LIMITATIONS OF SCOPE

This study will be limited to the tests and/or locations indicated in the previously described scope of work. The site as a whole may have other concerns that will not be characterized by this study. Further study may be recommended. The findings and conclusions of this work are not scientific certainties but probabilities based on professional judgment concerning the significance of the data gathered during the course of this investigation. PBS is not able to represent conditions on the site beyond those detected or observed by PBS.

ASSUMPTIONS

PBS made the following assumptions when preparing this scope of work:

- Work will be performed during normal business hours, Monday through Friday.
- Investigation-derived waste will be disposed of as non-hazardous waste.
- Laboratory analysis will be completed on a regular turnaround-time basis of 3 to 4 weeks (standard dioxin turnaround time). Results from other analytes will be communicated as they are received.

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- The Client will notify and arrange with site occupants for access to complete the proposed testing, including clearing the site of vehicles for the geophysical survey.
- Access to the investigation areas will not be impaired by stored materials, roll-off boxes, or vehicles.
- The above project costs assume that underground utilities or overhead obstructions are not present and will not interfere with the investigation. PBS understands that the Client will prune back trees in the work area to provide sufficient clearance for the drilling rig’s mast. Tree limbs will need to be cleared to at least a height of 25 vertical feet to provide clearance.

DELIVERABLES

PBS will provide a figure showing the well location, boring log, analytical summary table, and a memo interpretation of the findings and recommendations.

COMPENSATION ESTIMATE

PBS proposes to provide the scope of work on a time and materials basis. The following outlines the estimated costs associated with the scope services.

PBS Labor	\$9,350
Private Locator	450
Drilling Subcontractor	7,725
Laboratory Analytical Fees	5,350
Waste Disposal Subcontractor	1,150
Reimbursable Expenses	975
Washington Sales Tax	1,250
Total Estimated Costs	\$26,250

This cost estimate includes all labor, materials, transportation, equipment, and other expenses required to complete the work described.

The estimated cost provided in this proposal is valid for 90 days from the date of this proposal, after which line items are subject to potential revision to reflect current market conditions and other external factors that may impact the accuracy of the total estimated costs.

The fees and terms under which these services are provided will be in accordance with the attached PBS Standard Terms and Conditions for Professional Services (Rev. 09/2024). The Terms and Conditions and this proposal constitute the entire agreement (Agreement) between the parties and may not be changed without prior written consent of the parties.

The pricing and other information contained in this proposal document are proprietary and shall not be duplicated, used, or disclosed, in whole or in part, to other parties without the permission of PBS.

SCHEDULE

PBS is available to begin work on this project immediately upon receipt of a signed copy of this Agreement. The scope of work will be completed approximately 8 weeks after authorization to proceed, depending on subcontractor availability.

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JOBSITE SAFETY

At PBS, we are committed to keeping our employees, clients, contractors, and communities safe and healthy. All work that PBS employees perform is conducted following federal, state, and local safety guidelines.

APPROVAL

Please indicate acceptance of this Agreement by returning a signed copy of this Agreement or a purchase order incorporating the terms and conditions of this Agreement.

Please feel free to contact me at 503.935.5514 or bret.waldron@pbsusa.com with any questions or comments.

Sincerely,

ACCEPTED BY:
City of Camas

Bret Waldron, LG
Senior Geologist
PBS Engineering and Environmental LLC

Signature of Authorized Representative

Name (Please Print)

Title

Date

Attachment: PBS Standard Terms and Conditions for Professional Services (Rev. 09/2024)

BW:DM

EXHIBIT “B”

TITLE VI ASSURANCES

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

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

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

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



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

PROJECT NO. S1043

WASTEWATER TREATMENT PLANT PROGRAMMING LOGIC CONTROLLER D REPLACEMENT

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

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the Wastewater Treatment Plant Programming Logic Controller D Replacement.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than December 31, 2025, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed \$109,969 under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in Exhibit "A" (Scope and Cost of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in Exhibit "B".
 - b. The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

- e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

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

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

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

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

- 8. Consultant's Liability Insurance.
 - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
 - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be

responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

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

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

12. Confidentiality. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.

14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.

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

Lower Tier Covered Transactions

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

15. Intellectual Property.

- a. Warranty of Non-infringement. Consultant represents and warrants that the Consultant is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Consultant further represents and warrants that

- the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Consultant may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
 Rob Charles
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7003
 EMAIL: rcharles@cityofcamas.us
- Notices to Consultant shall be sent to the following address:
 Justin Colton / President
 OCD Automation Inc.
 PO Box 2275
 Estacada, OR 97023
 PH: 503-807-2085
 EMAIL: jdcolson@ocdautomation.com
21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

22. Arbitration Clause. If requested in writing by either the City or the Consultant, the City and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.
- Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.
23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive but shall be cumulative with all other remedies available to the City at law or in equity.
26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 20__.

CITY OF CAMAS:

OCD Automation Inc.:
Authorized Representative

By _____

DocuSigned by:
By Justin Colton
38622227A2EC4FC...

Print Name _____

Print Name Justin Colton

Title _____

Title President

Date 7/15/2025

EXHIBIT "A"
SCOPE AND COST OF SERVICES

May 9th, 2025

PO Box 2275
Estacada, OR 97023
(503) 807-2085

Item 4.

Jacob Taylor
Wastewater Operations Supervisor
City of Camas, Washington
1129 SE Polk St
Camas, WA 98607

via email: JTaylor@cityofcamas.us

Subject: Proposal for City of Camas Wastewater Treatment Plant PLC-D Replacement

OCD Automation Inc. (OCD Automation) is pleased to provide this proposal to the City of Camas for professional services, automation hardware components, and commissioning services to support the automation hardware upgrade of the Solids Building Programmable Logic Controller (PLC) at the City of Camas Wastewater Treatment Plant.

The Effluent Building Modicon Quantum PLC hardware has been discontinued and product support will soon be ending. Based on recent Solids Plant failures and system outages of other PLC systems that required replacement (PLC-C), it appears that this Modicon Quantum hardware is nearing the end of life, and its replacement is necessary to mitigate additional unexpected outages. Additionally, PLC-D is constraining capital projects (VFD Replacements and Effluent Area Upgrades) that interface with PLC-D. Replacing this obsolete hardware and improving the control system architecture of PLC-D is critical to eliminating outages, enabling overdue replacement of VFDs, and allowing future process improvements to occur. In addition to the PLC upgrade, two additional improvements are required as part of this project, listed below:

1. Update the 120VAC and 24VDC Uninterruptable Power Systems (UPS) that power Input/Output signals and the PLC hardware in the three Effluent Building Motor Control Centers (MCC-D1, D2, and D3).
 - a. Currently, not all the PLC-C hardware is UPS powered!
2. Retain an interface to the legacy serial communications (ModbusPLUS) to integrate 11 obsolete VFDs.
3. Deploy a robust ethernet PLC Remote I/O and device network which removes barriers to upgrades of the 11 obsolete VFDs constrained by the ModbusPLUS network.

OCD Automation is well positioned to support Camas effectively with our deep understanding of System Control and Data Acquisition (SCADA) systems, our depth of highly skilled technical staff near the wastewater treatment plant, and our familiarity and tribal knowledge of the plant itself. OCD Automation's employee Jake Ositis will be supporting this project primarily and Jake brings years of earned experience from his support of multiple municipalities and water providers throughout the Pacific Northwest. Furthermore, OCD Automation has been actively supporting the Camas Wastewater Treatment plant for over a decade and is familiar with the people, protocols, and expectations of the City of Camas for the successful execution of this work. Jake will be supported by a talented team as all OCD Automation employees are effective at programming the PLCs and Human-Machine-Interface software (HMI) utilized at the Camas Wastewater Treatment plant. Additionally, all OCD Automation staff can directly execute troubleshooting of controls system signals, networks, instrumentation, automation components as issues arise.

Scope and Work and Deliverables Provided by OCD Automation:

- Execution of detailed plan and design to be followed by the City's electrical contractor to upgrade of the three PLC groups that comprise the Effluent Building Modicon Quantum PLC system (PLC-D). Design deliverables will include the following:
 - 120VAC UPS power in MCC-D1 to power MCC-D1, D2, and D3 to power existing hardware and discrete I/O signals that are currently UPS powered.
 - 24VDC UPS power in MCC-D1 to power MCC-D2, and D3 PLC panels for new PLC/Network hardware and analog I/O signals.
 - Industrial ethernet patch panel for interconnections between the three PLC control sections of MCC-D.
 - Upgrade design will be conveyed as PDF redlines drafted upon PDF scans of the existing plant PLC network block diagram, the MCC-D panel drawings, and each panel's respective control loop drawings where applicable. Up to 40 total drawing sheets are assumed to be redlined below.
 - 1 Demolition drawing per PLC cabinet identifying hardware and circuits to be removed.
 - 1 MCC-D PLC and device Network Block Diagram identifying network components, and cabling to be installed between them.
 - PLC cabinet layout drawing redlines of each of the control cabinets in the MCC identifying new hardware to be installed.
 - PLC cabinet power schematics of each of the control cabinets in the MCC identifying modified and new circuits.
 - 26 loop drawing updates reflecting new PLC hardware for the 13 digital I/O cards.
 - 10 loop drawing updates reflecting new PLC hardware for the 10 analog I/O cards.
 - Refinement of PDF redlines based on final implementation, startup, and commissioning efforts of the PLC panel upgrades.
- Configuration and Programming of OCD Automation Provided Hardware:
 - Migration of current Modicon Quantum PLC-D code into the Modicon M580 plc platform. The PLC programming will replicate the existing programming with the following features requested:
 - Review, adjustments, and cleanup of function blocks and datatypes based on usage to eliminate unused logic and variables.
 - Update of motor and motorized valve function blocks and datatypes to make HMI manual operation, speed control available to the operators from the HMI.
 - Development of an analog transmitter function block and datatype to allow transmitter scaling, diagnostics, and alarm setpoints to be available to the operators from the HMI.
- OCD Automation will provide two weeks of onsite startup support at the Camas Wastewater Treatment Plant during PLC panel upgrade during implementation phase to support the City of Camas and their installing electrician.
- OCD Automation employees Jake Ositis (E5) and Anthony Zacateco-Hernandez (E2) are expected to be the primary staff members working on project tasks, assisted as necessary by others.

Materials:

- See Attachment 1, itemized hardware list.
- PLC Hardware has been purchased by the City of Camas for this job.



PO Box 2275
Estacada, OR 97023
(503) 807-2085

Item 4.

Info Needs:

- Existing Network Block Diagrams, MCC-D Panel Drawings, and MCC-C I/O Loop Drawings in PDF or native CAD format.

Assumptions/Exclusions:

- No trade craft labor is included or electrical materials other than those identified in Attachment-1 will be provided. Spare parts not included.
- It is assumed that any onsite electrical demolition or installation work and any materials not identified in Attachment-1 will be provided by the City's installing electrician. OCD Automation will be onsite during the implementation phase of the project to directly support the City's electrical contractor.
- PDF Redlines or modification of existing CAD drawings is assumed. Development of new CAD drawings is not anticipated or included.
- Services will be executed under the terms and conditions of our Agreement for Professional Services agreement to be signed by the City of Camas prior to the start of work.

Schedule

OCD Automation can be ready to start the design, procurement, and programming efforts upon receipt of purchase order referencing this proposal letter.

Invoicing

The anticipated hardware costs will be invoiced at project onset, with subsequent invoices based on project progress submitted monthly.

Cost of Services

The services to execute this work will be performed on a lump sum basis to a target budget of **\$109,969**.

We appreciate the opportunity to provide these services and your consideration of our project proposal for this work. This proposal is valid for 30 days. If there are any questions, please don't hesitate to contact Jake Ositis at (503) 910-5364 or jake.ositis@odcautomation.com.

Regards,

A handwritten signature in blue ink, appearing to read "Justin D. Colton".

Justin D. Colton
President, OCD Automation Inc.

Attachments:

- 1) Hardware and Components List
- 2) Agreement for Professional Services



PO Box 2275
Estacada, OR 97023
(503) 807-2085

ATTACHMENT-1

PLC Hardware and Components List

Description	Manufacturer	Part Number	Quantity	Notes
QUINT4-PS/1AC/24DC/20 - Power supply unit	Phoenix Contact	2904602	2.00	MCC-D1 and MCC-D2
QUINT4-UPS/24DC/24DC/20 - Uninterruptible power supply	Phoenix Contact	2907071	2.00	MCC-D1 and MCC-D2
UPS-BAT/PB/24DC/12AH - Battery module	Phoenix Contact	1274119	2.00	MCC-D1 and MCC-D2
APC Smart-UPS120VAC Rack/Tower	APC	SMX2200RMLV2U	1.00	One in MCC-D1 feeds MCC-D2
Industrial Patch Panel, 600V, 8-Port	Panduit	CDPP8RG-S	6.00	8-Port Patch Box for Ethernet, 2ea in MCC-D1 and D2, 1ea in MCC-D3
Patch Panel Mini-Com Module, CAT-6, Shielded	Panduit	CJS688TGGRY	As Required	RJ45 Keystones for patch panel cable terminations



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

OCD AUTOMATION'S ADDRESS:	PO Box 2275
	Estacada, Oregon 97023
PROJECT NAME:	Automation Design and Systems Integration Support
CLIENT:	City of Camas, WA
CLIENT'S ADDRESS:	

CLIENT requests and authorizes OCD AUTOMATION INC. (hereinafter "OCD AUTOMATION") to perform the following Services:

Scope of Services

See Proposal for City of Camas Wastewater Treatment Plant PLC-D Replacement, dated May 9, 2025.

Compensation

See ATTACHMENT-1, billing rates.

Other Terms

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

CITY OF CAMAS, WASHINGTON

Signature	
Name (printed)	
Title	
Date	

OCD AUTOMATION INC.

Signature	
Name (printed)	Justin D. Colton
Title	President
Date	May 9 th , 2025

OCD AUTOMATION STANDARD AGREEMENT FOR PROFESSIONAL SERVICES PROVISIONS**1. Authorization to Proceed**

Execution of this AGREEMENT by CLIENT will be authorization for OCD AUTOMATION to proceed with the Services, unless otherwise provided for in this AGREEMENT.

2. Salary Costs

OCD AUTOMATION's and its affiliated companies' Salary Costs, when the basis of compensation, are the amount of wages or salaries paid OCD AUTOMATION employees for work directly performed on the Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. Per Diem Rates

OCD AUTOMATION's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by OCD AUTOMATION employees. These rates are contained in the COMPENSATION section on Page 1 and are subject to a 4% annual calendar year escalation/adjustment.

4. Subcontracts and Direct Expenses

When Services are performed on a cost reimbursement basis, a markup of 15 percent will be applied to subcontracts and outside services and a markup of 15 percent will be applied to Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, lodging, shipping, equipment and supplies; (2) OCD AUTOMATION's current standard rate charges for direct use of OCD AUTOMATION's vehicles, laboratory test and analysis, and certain field equipment; and (3) OCD AUTOMATION's standard project charges for computing systems, and health and safety requirements of OSHA.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to OCD AUTOMATION's compensation when invoicing CLIENT.

5. Cost Opinions

Any cost opinions or Project economic evaluations provided by OCD AUTOMATION will be on a basis of experience and judgment, but, since OCD AUTOMATION has no control over market conditions or bidding procedures, OCD AUTOMATION cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

6. Standard of Care

The standard of care applicable to OCD AUTOMATION's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time OCD AUTOMATION's services are performed. OCD AUTOMATION will re-perform any services not meeting this standard without additional compensation.

7. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, OCD AUTOMATION will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

8. Payment to OCD AUTOMATION

Monthly invoices will be issued by OCD AUTOMATION for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 15 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

9. Limitation of Liability

OCD AUTOMATION's liability for CLIENT's damages will, in the aggregate, not exceed contract value less the sales cost of delivered project materials. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it.

In no event shall OCD AUTOMATION, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or OCD AUTOMATION's performance or non-performance of services pursuant to this Agreement.

Limitations of liability provided herein will apply whether OCD AUTOMATION's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include OCD AUTOMATION's officers, affiliated corporations, employees, and subcontractors.

10. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

11. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and OCD AUTOMATION and has no third party beneficiaries except as provided in Provision 9.

12. Materials and Samples

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site unless agreed to otherwise. CLIENT recognizes and agrees that OCD AUTOMATION is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that OCD AUTOMATION assumes no risk and/or liability for a waste or hazardous waste site originated by other than OCD AUTOMATION.

13. Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

14. Integration

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

15. Force Majeure

If performance of the Services is affected by causes beyond OCD AUTOMATION's reasonable control, project schedule and compensation shall be equitably adjusted.

16. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute. If the parties are unable to resolve their dispute, then the matter shall be subject exclusively to arbitration.

17. Changes

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect OCD AUTOMATION's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

EXHIBIT “B”
BILLING RATES



PO Box 2275
Estacada, OR 97023
(503) 807-2085

2025 Rates (USD)

Normal Rate:	E6: \$225 per hour E5: \$200 per hour E4: \$150 per hour E3: \$125 per hour E2: \$110 per hour E1: \$95 per hour A2: \$95 per hour A1: \$75 per hour	
Overtime Rate:	1.5 x normal rate	Once over a continuous 8 hours at the Normal Rate, or outside of Monday through Friday.
Call out Rate:	1.5 x normal rate	
Holiday Rate:	2.0 x normal rate	8 hours minimum
Mileage Rate:	IRS Rate (Currently \$0.55 per mile*)	If more than 25 miles from Portland International Airport
Per Diem (Meals)	IRS Rate for location	Minimum \$50 per day
Travel Expenses	Cost	Including but not limited to hotel, car rental, airfare, parking. If over 7 days, laundry services.
Materials:	15% markup	Hardware or Software
Sub-Contractors	15% markup	

Normal Business Hours: 7:00am to 5:00pm, with flexibility.

1. The following will require a 4-hour minimum charge:
 - a. Callout outside of normal business hours.
2. The following will require an 8-hour minimum charge:
 - a. Support further than 100 miles from Estacada, OR.
 - b. Callout on a weekend day (Saturday or Sunday).
 - c. Callout on the following holidays:
 - i. New Year's Eve
 - ii. New Year's Day
 - iii. Memorial Day
 - iv. July 4th
 - v. Labor Day
 - vi. Thanksgiving Day and the day after
 - vii. Christmas Eve
 - viii. Christmas Day

EXHIBIT “C”
TITLE VI ASSURANCES

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

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

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

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

City of Camas Surplus Equipment 7/2025

EQ #	Description	Model Year	Manufacturer ID	Model ID
339	PICKUP UTILITY	2006	CHEVROLET	SILVERADO 2500HD
430	MOWER	2014	HUSTLER	932681 SUPER Z
459	SUV	2017	FORD	INTERCEPTOR
460	SUV	2017	FORD	INTERCEPTOR
475	UTILITY VEHICLE	2018	HUSTLER	934018 MDV UTILITY VEHICLE
470	SUV	2018	FORD	INTERCEPTOR
405	SUV	2014	FORD	INTERCEPTOR
439	WORK CREW VAN	2015	CHEVROLET	EXPRESS 3500
433	VACTOR SEWER CLEANER	2015	FREIGHTLINER	VACTOR 114SD
375	PICKUP UTILITY	2008	FORD	F250
374	PICKUP	2008	FORD	F350
354	PICKUP	2008	FORD	F350

VIN
1GBHC24U16E226471
14056022
1FM5K8AT1HGC26232
1FM5K8AT3HGC26233
A0E34018LHAG00314
1FM5K8AT1JGA84826
1FM5K8AT7EGC27235
1GAZGZFG7F1281401
1FVHG3CYXGHGU5517
1FTNF20518EE41971
1FDWF30568EE41972
1FDWF30598EA62934



I, James E. Carothers, Engineering Manager, hereby certify that these bid tabulations are correct.

Signed by:
James E. Carothers
James E. Carothers, PE
222ADA9D2B934F1...

7/2/2025
Date

PROJECT NO. STR23007				Engineer's Estimate: \$223,300		name	Vertex Contracting LLC	name	Clark & Sons Excavating Inc	name	Western United Civil Group LLC	name	Advanced Government Services LLC	name	Base Crew LLC	name	KT Contracting Company LLC
						address	24503 NE 162nd Ave Battle Ground, WA 98604	address	7601 NE 289th Street Battle Ground, WA 98604	address	PO Box 236 Yacolt, WA 98675	address	864 Pacific Avenue Tacoma, WA 98444	address	2441 76th Ave SE Apt# 613 Mercer Island, WA 98040	address	PO Box 9180 Salem, OR 97305
DESCRIPTION: Citywide Horizontal Curve Safety Improvements						email	markc@vertexcontracting.net	email	Josh.ClarkAndSons@gmail	email	Josiah@westernucg.com	email	arti@advancedgovernmentservices.com	email	maggiebasecrew@gmail.com	email	sheila@ktcontracting.com
DATE OF BID OPENING: 6/26/25				Ent. By	JRH	phone	360-949-5564	phone	360-946-8474	phone	360-309-7114	phone	206-455-4980	phone	206-307-7763	phone	503-481-5053
Project - Schedule A																	
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	Mobilization	LS	1	\$20,300.00	\$20,300.00	\$7,500.00	\$7,500.00	\$13,500.00	\$13,500.00	\$14,000.00	\$14,000.00	\$3,380.00	\$3,380.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00
2	SPCC Plan	LS	1	\$3,000.00	\$3,000.00	\$750.00	\$750.00	\$200.00	\$200.00	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00
3	Traffic Control Supervisor	LS	1	\$25,000.00	\$25,000.00	\$19,000.00	\$19,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$8,600.00	\$8,600.00	\$15,000.00	\$15,000.00	\$6,150.00	\$6,150.00
4	Flaggers	HR	500	\$110.00	\$55,000.00	\$20.00	\$10,000.00	\$65.00	\$32,500.00	\$60.00	\$30,000.00	\$82.00	\$41,000.00	\$65.00	\$32,500.00	\$92.00	\$46,000.00
5	Other Traffic Control Labor	HR	100	\$110.00	\$11,000.00	\$20.00	\$2,000.00	\$65.00	\$6,500.00	\$64.00	\$6,400.00	\$40.00	\$4,000.00	\$75.00	\$7,500.00	\$97.00	\$9,700.00
6	Other Traffic Control Devices	LS	1	\$7,500.00	\$7,500.00	\$1,500.00	\$1,500.00	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	\$2,400.00	\$2,400.00	\$4,000.00	\$4,000.00	\$13,817.00	\$13,817.00
7	Work Zone Safety Contingency (Estimated)	FA	1	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
8	Roadside Cleanup	LS	1	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$8,500.00	\$8,500.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00		\$6,000.00	\$1,300.00	\$1,300.00
9	Permanent Signing	LS	1	\$90,000.00	\$90,000.00	\$45,248.00	\$45,248.00	\$56,500.00	\$56,500.00	\$67,500.00	\$67,500.00	\$74,827.00	\$74,827.00		\$57,000.00	\$50,856.00	\$50,856.00
10	Minor Change	CALC	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Subtotal Schedule A -					\$223,300.00		\$96,998.00		\$135,700.00		\$137,400.00		\$147,207.00		\$151,000.00		\$153,823.00
Sales Tax EXEMPT					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Total Schedule A -					\$223,300.00		\$96,998.00		\$135,700.00		\$137,400.00		\$147,207.00		\$151,000.00		\$153,823.00
TOTAL CONSTRUCTION COST (BASIS OF AWARD**)					\$223,300.00		\$96,998.00		\$135,700.00		\$137,400.00		\$147,207.00		\$151,000.00		\$153,823.00
														*This proposal was not complete			
														*not a wet signature			



I, James E. Carothers, Engineering Manager, hereby certify that these bid tabulations are correct.

Signed by: 7/8/2025
James E. Carothers
James E. Carothers, PE Date

PROJECT NO. STR25001				Engineer's Estimate:		Grade Werks Excavating LLC		Clark and Sons Excavating, Inc.		Halme Excavating, Inc.		Advanced Excavating Specialists LLC		Western United Civil Group LLC		Daybreak Construction	
				\$330,000.00		PO Box 1349		7601 NE 289th St		22514 NE 72nd Ave		1200 Hazel St		PO Box 236		11222 NE 339th St	
DESCRIPTION: NE 3rd Ave Pedestrian and Bicycle Improvements						Battle Ground, WA 98604		Battle Ground, WA 98604		Battle Ground, WA 98604		Kelso, WA 98632		Yacolt, WA 98675		La Center, WA 98629	
				Ent. By		info.gwe@yahoo.com		josh.clarkandsons@gmail.com		office@halmepnw.com		chad@advexc.us		josiah@westernucg.com		daybreakboss lady@tds.net	
DATE OF BID OPENING: July 3, 2025				MP		360-888-5805		360-946-8474		360-687-7399		360-232-8854		360-309-7114		360-263-5795	
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	Mobilization	LS	1	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$27,000.00	\$27,000.00	\$22,000.00	\$22,000.00	\$18,000.00	\$18,000.00	\$33,000.00	\$33,000.00	\$35,000.00	\$35,000.00
2	Project Temporary Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00	\$19,630.00	\$19,630.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
3	Erosion Control and Water Pollution Control	LS	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$1,400.00	\$1,400.00	\$9,000.00	\$9,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
4	Roadway Surveying	LS	1	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00	\$12,500.00	\$12,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
5	Removal of Sturcture and Obstructions	LS	1	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00	\$19,000.00	\$19,000.00	\$14,500.00	\$14,500.00	\$23,349.00	\$23,349.00	\$11,000.00	\$11,000.00	\$91,297.00	\$91,297.00
6	Sidewalk	SY	5	\$70.00	\$350.00	\$135.00	\$675.00	\$81.00	\$405.00	\$100.00	\$500.00	\$50.00	\$250.00	\$330.00	\$1,650.00	\$100.00	\$500.00
7	Removal of Additional Cement Concrete Curb	LF	20	\$30.00	\$600.00	\$25.00	\$500.00	\$30.00	\$600.00	\$25.00	\$500.00	\$25.00	\$500.00	\$82.00	\$1,640.00	\$50.00	\$1,000.00
8	Roadway Excavation, Incl. Haul	CY	27	\$150.00	\$4,050.00	\$200.00	\$5,400.00	\$205.00	\$5,535.00	\$100.00	\$2,700.00	\$75.00	\$2,025.00	\$93.00	\$2,511.00	\$100.00	\$2,700.00
9	Solid Rock Excavation	CY	1	\$1,000.00	\$1,000.00	\$380.00	\$380.00	\$440.00	\$440.00	\$400.00	\$400.00	\$550.00	\$550.00	\$725.00	\$725.00	\$100.00	\$100.00
10	Removal and Replacement of Unsuitable Material (Subgrade)	CY	5	\$250.00	\$1,250.00	\$225.00	\$1,125.00	\$142.00	\$710.00	\$150.00	\$750.00	\$150.00	\$750.00	\$315.00	\$1,575.00	\$100.00	\$500.00
11	HMA 1/2 inch PG 64-22	TON	65	\$150.00	\$9,750.00	\$275.00	\$17,875.00	\$275.00	\$17,875.00	\$300.00	\$19,500.00	\$225.00	\$14,625.00	\$243.00	\$15,795.00	\$250.00	\$16,250.00
12	Catch Basin (Type 1)	EA	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$4,850.00	\$4,850.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,500.00	\$4,500.00	\$3,500.00	\$3,500.00
13	Trench Safety System (Min. \$1.00/LF)	LF	10	\$1.00	\$10.00	\$1.00	\$10.00	\$1.00	\$10.00	\$1.00	\$10.00	\$25.00	\$250.00	\$14.00	\$140.00	\$1.00	\$10.00
14	Ductile Iron Storm Pipe 8 inch Diam.	LF	10	\$150.00	\$1,500.00	\$250.00	\$2,500.00	\$325.00	\$3,250.00	\$100.00	\$1,000.00	\$260.00	\$2,600.00	\$313.00	\$3,130.00	\$100.00	\$1,000.00
15	Removal and Replacement of Unsuitable	CY	1	\$250.00	\$250.00	\$300.00	\$300.00	\$214.00	\$214.00	\$150.00	\$150.00	\$150.00	\$150.00	\$710.00	\$710.00	\$150.00	\$150.00
16	Adjust Valve Box to Finish Grade	EA	2	\$200.00	\$400.00	\$150.00	\$300.00	\$380.00	\$760.00	\$75.00	\$150.00	\$200.00	\$400.00	\$150.00	\$300.00	\$200.00	\$400.00
17	Replace Valve Box	EA	6	\$500.00	\$3,000.00	\$250.00	\$1,500.00	\$430.00	\$2,580.00	\$200.00	\$1,200.00	\$500.00	\$3,000.00	\$350.00	\$2,100.00	\$250.00	\$1,500.00
18	Cement Concrete Traffic Curb	LF	76	\$60.00	\$4,560.00	\$45.00	\$3,420.00	\$41.00	\$3,116.00	\$44.00	\$3,344.00	\$47.00	\$3,572.00	\$64.00	\$4,864.00	\$50.00	\$3,800.00
19	Mountable Cement Concrete Traffic Curb	LF	336	\$80.00	\$26,880.00	\$47.00	\$15,792.00	\$56.00	\$18,816.00	\$46.00	\$15,456.00	\$57.00	\$19,152.00	\$62.00	\$20,832.00	\$60.00	\$20,160.00
20	Cement Concrete Pedestrian Curb	LF	42	\$50.00	\$2,100.00	\$32.00	\$1,344.00	\$45.00	\$1,890.00	\$34.00	\$1,428.00	\$42.00	\$1,764.00	\$72.00	\$3,024.00	\$50.00	\$2,100.00
21	Cement Concrete Driveway Entrance	SY	73	\$200.00	\$14,600.00	\$165.00	\$12,045.00	\$198.00	\$14,454.00	\$120.00	\$8,760.00	\$167.00	\$12,191.00	\$163.00	\$11,899.00	\$150.00	\$10,950.00
22	Cement Concrete Sidewalk	SY	97	\$120.00	\$11,640.00	\$135.00	\$13,095.00	\$140.00	\$13,580.00	\$81.00	\$7,857.00	\$112.00	\$10,864.00	\$120.00	\$11,640.00	\$90.00	\$8,730.00
23	Cement Concrete Gutter	LF	59	\$50.00	\$2,950.00	\$39.00	\$2,301.00	\$53.00	\$3,127.00	\$35.00	\$2,065.00	\$42.00	\$2,478.00	\$55.00	\$3,245.00	\$60.00	\$3,540.00
24	Pavement	SY	92	\$200.00	\$18,400.00	\$200.00	\$18,400.00	\$228.00	\$20,976.00	\$155.00	\$14,260.00	\$187.00	\$17,204.00	\$190.00	\$17,480.00	\$150.00	\$13,800.00
25	Permanent Signing	EA	4	\$500.00	\$2,000.00	\$1,350.00	\$5,400.00	\$543.00	\$2,172.00	\$250.00	\$1,000.00	\$950.00	\$3,800.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00
26	Plastic Bicycle Lane Sign	EA	7	\$500.00	\$3,500.00	\$650.00	\$4,550.00	\$620.00	\$4,340.00	\$625.00	\$4,375.00	\$350.00	\$2,450.00	\$500.00	\$3,500.00	\$550.00	\$3,850.00
27	Plastic Shared Lane Sign	EA	1	\$500.00	\$500.00	\$550.00	\$550.00	\$546.00	\$546.00	\$650.00	\$650.00	\$465.00	\$465.00	\$500.00	\$500.00	\$475.00	\$475.00
28	Plastic Crosswalk Line (12" White)	SF	448	\$20.00	\$8,960.00	\$13.50	\$6,048.00	\$12.00	\$5,376.00	\$23.00	\$10,304.00	\$12.00	\$5,376.00	\$21.00	\$9,408.00	\$12.50	\$5,600.00
29	Plastic Stop Line (12" White)	LF	30	\$20.00	\$600.00	\$13.50	\$405.00	\$12.00	\$360.00	\$34.00	\$1,020.00	\$12.00	\$360.00	\$131.00	\$3,930.00	\$12.50	\$375.00
30	Painted Wide Line (8" White)	LF	2,643	\$2.00	\$5,286.00	\$1.50	\$3,964.50	\$1.00	\$2,643.00	\$1.50	\$3,964.50	\$6.00	\$15,858.00	\$2.00	\$5,286.00	\$1.00	\$2,643.00
31	Paint Line (Double 4" Yellow)	LF	75	\$5.00	\$375.00	\$2.00	\$150.00	\$1.75	\$131.25	\$1.50	\$112.50	\$6.00	\$450.00	\$4.00	\$300.00	\$2.00	\$150.00
32	Plastic Parking Mark	LF	111	\$5.00	\$555.00	\$15.00	\$1,665.00	\$11.00	\$1,221.00	\$52.00	\$5,772.00	\$12.00	\$1,332.00	\$25.00	\$2,775.00	\$10.00	\$1,110.00
33	Remove Paint Parking Mark	LF	101	\$10.00	\$1,010.00	\$15.00	\$1,515.00	\$11.00	\$1,111.00	\$20.00	\$2,020.00	\$35.00	\$3,535.00	\$7.00	\$707.00	\$10.00	\$1,010.00
34	Rectangular Rapid Flashing Beacon System	LS	1	\$70,000.00	\$70,000.00	\$75,500.00	\$75,500.00	\$63,500.00	\$63,500.00	\$78,000.00	\$78,000.00	\$76,000.00	\$76,000.00	\$95,000.00	\$95,000.00	\$73,000.00	\$73,000.00
35	Pedestrian Light System	LS	1	\$25,000.00	\$25,000.00	\$28,500.00	\$28,500.00	\$26,000.00	\$26,000.00	\$32,000.00	\$32,000.00	\$28,000.00	\$28,000.00	\$35,000.00	\$35,000.00	\$27,000.00	\$27,000.00
36	Minor Changes (Minimum bid \$5000)	EA	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
37	\$5000)	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Subtotal -				\$324,076.00		\$295,709.50		\$303,118.25		\$308,948.00		\$319,000.00		\$333,666.00		\$358,200.00	
Sales Tax (N/A)				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Total -				\$324,076.00		\$295,709.50		\$303,118.25		\$308,948.00		\$319,000.00		\$333,666.00		\$358,200.00	



Staff Report

August 4, 2025 Council Regular Meeting

\$30,000 Columbia West Engineering Inc. 2024-2025 On-Call Material Testing Services PSA Amendment No. 1
 Presenter: James Carothers, Engineering Manager
 Time Estimate: 5 minutes

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

BACKGROUND: In January of 2024 the City entered into a Professional Services Agreement (PSA) with Columbia West Engineering Inc. for on-call special inspection and construction material testing services to support various active Public Works construction projects. The original agreement was for \$19,900.

SUMMARY: This PSA Amendment #1 is for additional funds to continue providing third party quality control services on active construction projects. This amendment is requesting an additional \$30,000 to pay for services previously rendered as well as to provide funds to complete anticipated testing on active projects.

BENEFITS TO THE COMMUNITY: Quality Control testing and observations ensures our infrastructure meets industry standards and will minimize long term maintenance and reduce life cycle costs over time.

BUDGET IMPACT: Adequate funding for this item is provided by the Engineering Department's operational budget.

RECOMMENDATION: Staff recommends approval of this item.



**CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 1**

616 NE 4th Avenue
Camas, WA 98607

2024-2025 On-Call Material Testing Services

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the day of _____, 2025, by and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Columbia West Engineering, Inc.**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may hereinafter be referred to collectively as the "Parties."

The Parties entered into an Original Agreement dated January 12, 2024, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

1. Scope of Services. Consultant agrees to perform additional services as identified on **Exhibit "A"** (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
 - a. ☒ Unchanged from Original/Previous Contract
2. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this Amendment by:
 - a. ☐ Extended to _____
 - b. ☒ Unchanged from Original/Previous Contract date of December 31, 2025

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: \$19,900.00
 - b. Amendment No. 1 \$30,000.00
 - c. **Total: \$49,900.00**
 - d. Consultant billing rates:
 - ☐ Modification to Consultant Billing Rates per **Exhibit "C"** attached herein
 - ☒ Unchanged from Original/Previous Contract

4. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this day of _____, 2025.

CITY OF CAMAS:

COLUMBIA WEST ENGINEERING, INC.:
Authorized Representative

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

EXHIBIT “A” SCOPE OF SERVICES



January 3, 2024

Jim Hodges
City of Camas Public Works
616 Northeast Fourth Avenue
P.O. Box 1055
Camas, Washington 98607
Phone: 360-817-7234
Email: JHodges@cityofcamas.us

**Re: Proposal for On-Call Construction Testing Services
2024-2025
Camas, Washington**

INTRODUCTION

Columbia West Engineering, Inc. (Columbia West) is pleased to provide this proposal for on-call construction testing services for 2024 and 2025.

PROJECT DESCRIPTION

Various City of Camas, Washington public improvement projects. Specific projects to be determined.

SCOPE OF SERVICES (Exhibit A)

The purpose of our work is to provide construction testing services for projects as requested by the City of Camas. Specifically, we propose the following scope of services:

- Provide on-call construction testing services as requested by the City of Camas, general contractor and/or subcontractors, in accordance with the attached Schedule of Fees (Exhibit B).
- Prepare daily field reports documenting observations and test results. Electronic copies of field reports will be distributed to the owner and requested parties.

SCHEDULE

Services will be performed on an on-call basis as requested by the construction team. We request a minimum 24-hour notice for visits.

PAYMENT

Our services will be provided on a time-and-expense basis in accordance with the attached Standard Contract Terms and Provisions and Schedule of Fees (Exhibit B). The contract amount for work performed above is \$19,500. Please note this is not a fixed lump sum, but rather a not-to-exceed budget estimate provided by the City of Camas based upon the anticipated scope of services. If unforeseen circumstances arise and warrant additions to the scope of services, Columbia West will contact you prior to performing further efforts. Columbia West will invoice monthly and be compensated in full within 30 days of receipt of invoice.



We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please do not hesitate to contact us if you have questions or require additional information. To formally authorize our services, return one signed copy of this agreement. This proposal is valid for 45 days.

Sincerely,



Mike Boronat
Senior Project Manager



Lance V. Lehto, PE, GE
President

MPB:LVL

Attachments: Standard Contract Terms and Provisions, Schedule of Fees (Exhibit B)

The scope of services outlined in this agreement is hereby accepted and Columbia West is authorized to proceed. This agreement constitutes the entire agreement between the Client and Columbia West and supersedes all prior written or oral understandings.

_____	by	_____
Organization		Signature*
_____		_____
Date		Printed Name

		Title

*Individual with contracting authority and responsible for payment of Columbia West's fees.

1. General. Columbia West Engineering, Inc. ("Columbia West") shall perform for Client the professional engineering services as outlined in the body of the Letter Agreement/Contract to which this applies. No additional services shall be performed nor required of Columbia West absent written agreement of the parties.

2. Client's Responsibilities. Client shall provide all reasonable information as to Client's requirements for the Project, and will designate a person to act with authority on Client's behalf for all aspects of the Project. Said person will examine and promptly respond to Columbia West's submissions and requests for information, and shall give prompt written notice to Columbia West should Client observe or otherwise become aware of any defect in the work performed under this Agreement. Columbia West shall be entitled to reasonably rely on all information provided to it by Client.

3. Payment. Fees and other charges will be billed in accordance with the terms and conditions outlined in the letter agreement. Additionally, the amount of each billing shall be due and payable 30 days after the date of such billing. Any portion of a billing not paid within thirty days of the billing date shall be delinquent and shall bear a service charge of one and one-half percent per month on the unpaid balance. If any billing is not paid within thirty days after the billing date, then in addition to any other remedies as may be available to Columbia West, it may cease performing work upon delivery of written notice to Client of its intention to do so. Columbia West shall additionally have the right but not the obligation to cease performing work under any other contract as may then be outstanding between Client and Columbia West.

4. Limitation of Remedy. To the fullest extent permitted by law, and not withstanding any other provision of this contract, the total liability, in the aggregate, of Columbia West and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, and all other contractors, subcontractor, consultants or others providing services for the project for any and all claims, losses, costs of damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the project from any cause or causes arising out of Columbia West's services on the project (whether described in this agreement or any subsequent agreement between the parties, except as expressly agreed otherwise), including any indemnity obligation owed hereunder or otherwise, shall not exceed \$50,000 or the compensation received under this contract, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, including negligence, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based on contract, tort, or statute, unless otherwise prohibited by law.

5. Standard of Care. Columbia West will provide its services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions and time period in the locality of the project. Columbia West makes no other representation regarding its services, and no guarantee or warranty, express or implied, is included or intended as to any findings, recommendations, specifications, reports, opinions, documents or other instruments of service prepared by Columbia West. No agent or representative of Columbia West has any authority to modify this disclaimer of warranty. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are to be made by Columbia West. Client acknowledges that the interpretations and recommendations made by Columbia West are based solely on the information available to Columbia West. Client agrees that Columbia West has been engaged to provide technical professional services only, and that Columbia West does not owe any fiduciary responsibility to the Client, or the project Owner, if different from Client.

6. Client's Termination of Work. Client may, by written notice, terminate Columbia West's work prior to completion. Columbia West shall nevertheless be entitled to payment of all fees and expenses incurred up to termination, and may additionally complete such work as may be necessary to place its files in order and to complete a report on work performed to date of termination. A termination charge to cover the costs thereof may be imposed at the discretion of Columbia West, said termination charge not to exceed ten percent of all charges incurred up to the date of notice of termination.

7. Utilities. In the prosecution of its work, Columbia West will take reasonable precautions to avoid any injury or damage to underground structures or utilities. Client agrees to defend, indemnify and hold Columbia West harmless for any damages or claims of damage to any such underground structures or utilities not called to Columbia West's attention or incorrectly shown on surveys or plans furnished to Columbia West.

8. Samples. Columbia West will retain uncontaminated samples of soil or rock taken in connection with this work. [Columbia West will retain such samples for thirty days. Retention of such samples beyond thirty days will occur only at Client's request and in return for payment of storage charges incurred.] All contaminated or environmentally impacted material or samples are the sole property of the client. Client maintains responsibility for proper disposal.

9. Right of Entry. Client will provide for the right of entry to Columbia West, its employees, agents or consultants, and for all equipment reasonably necessary to complete the work. Columbia West will take reasonable precautions in accordance with the Standard of Care to minimize any damage to property. It is understood by Client, however, that in the normal course of work, some damage may occur, in

which event Columbia West is not obliged to restore the property to its state prior to the performance of such work.

10. Re-use of Documents. Any reuse or modification of documents by Client or anyone obtaining it through Client will be at Client's sole risk and without liability to Columbia West. Client will defend, indemnify and hold Columbia West harmless from all third party claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising out of or in any way related to the reuse or modification of the Work by Client or anyone obtaining it through Client.

11. Cost and Other Estimates. Client recognizes that Columbia West has no control over the cost of labor, materials, equipment or services provided by others, or over the contractor's methods of determining prices, or of market conditions. Any cost estimates as may be provided are made only on the basis of Columbia West's experience and judgment. No warranty is given, express or implied, that proposals or bids or actual project construction costs will not vary from cost estimates provided by Columbia West. Additionally, Columbia West makes no representations concerning estimates of area or volumes. Such estimates are estimates only. No warranty is made that estimates of areas or volumes will not be different from actual quantities.

12. Construction Monitoring. If Columbia West is retained by Client to provide services to monitor or observe portions of construction work, foundation excavations, or other field activities, Columbia West will report its observations and opinions to Client or Client's designated agent. Columbia West will report any observed geotechnically-related work that, in Columbia West's opinion, does not conform to plans or specifications. Client acknowledges that Columbia West has no right to reject or stop work of any contractor, subcontractor or agent of the Client. Columbia West's construction monitoring or foundation observation does not include nor consist of exploratory investigation, subsurface evaluation, seismic evaluation, groundwater analysis or any other activities associated with site investigation. Construction monitoring is limited to materials tested and observed during the construction phase of the project and is not a warranty or evaluation of subsurface conditions. Columbia West claims no past or prior knowledge of site conditions other than those documented in our reports. Should Columbia West not be retained by Client for the purpose of monitoring construction work or field activities, Columbia West shall not be held liable or responsible for any such activities, or for the geotechnical performance of the completed Project. Monitoring of construction work or field activities and the performance of the complete Project will then be the sole responsibility of Client or of any other parties designated by Client. Client in such event agrees to defend, indemnify and hold harmless Columbia West from any loss or judgment incurred by Columbia West as a result of a claim or lawsuit resulting from Client's failure to monitor construction work or field activities for which Columbia West has not been retained.

13. Means, Methods and Techniques; Safety. Columbia West is not responsible for and will not have control of means, methods, techniques, sequences or procedures of construction or other field activities of any contractor, subcontractor, agent or representative of Client. It is agreed that Columbia West has no control over any person or parties not employees or consultants of Columbia West. Columbia West has not been engaged and is not responsible for any safety precautions or programs related to construction for non-employees or non-consultants of Columbia West.

14. Assignments. During the term of this Agreement and following its expiration or termination for any reason, neither Client nor Columbia West shall transfer, assign, convey or sublet any right, claims, duty or obligation under it, nor any other interest therein without the prior written consent of the other party.

15. Disputes. In the event of a disagreement, Client and Columbia West agree that they will use their best efforts to resolve same in good faith negotiations or discussions with one another. If unsuccessful in resolving the dispute, the parties shall mediate any dispute prior to and as a precondition to commencement of a lawsuit by either.

16. Certifications: Client agrees not to require that Columbia West execute any certification with regard to services performed or work tested and/or observed under this agreement unless: (1) Columbia West believes that it has performed sufficient services to provide a sufficient basis to issue the certification, (2) Columbia West believes that the services performed or work tested and/or observed meet the criteria of the proposed certification, and (3) Columbia West has reviewed and approved in writing the exact form of such certification prior to execution of this agreement. Any certification by Columbia West is limited to an expression of professional opinion based upon the services performed by it, and does not constitute or imply a warranty or guarantee of any kind.

17. No Personal Liability. Client expressly waives any right to sue, or otherwise make any claim against, any of Columbia West's officers or employees, past or present, as individuals, for any cause.

18. Consequential Damages. Neither Client nor Columbia West will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

19. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Columbia West. No third party beneficiaries are created or intended by this Agreement.

EXHIBIT “B”
COSTS FOR SCOPE OF SERVICES

See Exhibit A

EXHIBIT “C”
BILLING RATES

Schedule of Fees (Exhibit B)

GEOTECHNICAL AND ENVIRONMENTAL SERVICES

➤ Personnel	TYPE	RATE
Principal Engineer	hourly	\$225
Associate Engineer	hourly	\$205
Senior Project Engineer / Geologist	hourly	\$180
Project Engineer / Geologist	hourly	\$160
Senior Staff Engineer / Geologist	hourly	\$140
Staff Engineer / Geologist	hourly	\$125
Senior Engineering Technician	hourly	\$105
Engineering Technician	hourly	\$95
Laboratory Manager	hourly	\$135
Laboratory Technician	hourly	\$75
Administrative Assistant	hourly	\$75

SPECIAL INSPECTION SERVICES

➤ Services	TYPE	RATE
Special Inspection (masonry, reinforced concrete, shotcrete)	hourly	\$90
Special Inspection (proprietary anchors, lateral wood, and cold-formed steel)	hourly	\$90
Special Inspection (fireproofing, firestopping)	hourly	\$90
Special Inspection (post-tensioned concrete, floor flatness)	hourly	\$100
Special Inspection (structural steel, bolting, and welding)	hourly	\$100
Non-Destructive Testing Inspector	hourly	\$105
Project Manager	hourly	\$135

MATERIALS TESTING SERVICES

➤ Soils & Aggregate	TYPE	RATE
Atterberg Limits	each	\$185
California Bearing Ratio	each	\$475
Clay Lumps & Friable Particles	each	\$125
Direct Shear	each	\$485
Flat & Elongated particles	each	\$145
Fractured Face Determination	each	\$75
Hydrometer Analysis	each	\$155
Los Angeles Abrasion	each	\$350
Moisture Content	each	\$40
One-dimensional Consolidation	each	\$520
Organic Content	each	\$105
Percent Passing No. 200 by Washing	each	\$95
Permeability (Constant Head)	each	\$410
Permeability (Falling Head)	each	\$360
pH (soil)	each	\$85
Proctor Moisture-Density	each	\$285
Sand Equivalent	each	\$135
Sieve Analysis < ¾ inch maximum particle size	each	\$145
Sieve Analysis ¾ inch to 3-inch maximum particle size	each	\$195
Sieve Analysis > 3-inch maximum particle size	each	\$375
Soil Classification	each	\$40
Soil Resistivity	each	\$240
Soundness of Aggregate	each	\$500
Specific Gravity of Coarse Aggregate	each	\$105
Specific Gravity of Fine Aggregate	each	\$150
Uncompacted Void Content	each	\$165
Unconfined Compression	each	\$170
Unit Weight of Aggregate	each	\$135
Unit Weight of Soil	each	\$50

➤ Treated Soils	TYPE	RATE
Proctor Moisture-Density	each	\$325
CBR (7-day cure)	each	\$625
Compressive Strength Test	each	\$150
➤ Portland Cement Concrete / Masonry / Rock / PPC / SFRM	TYPE	RATE
Concrete Cylinder/Masonry Cylinder/2-inch Cube Compressive Strength	each	\$35
Core Compressive Strength (peak strength only)	each	\$75
Core Unconfined Compressive Strength (stress-strain relationship)	each	\$225
Field-prepared CDF/CDSM/CLSM Cylinder Compressive Strength	each	\$60
Flexural Strength (concrete beam)	each	\$120
Grout Prism Compressive Strength Test	each	\$60
CMU Prism Compressive Strength Test	each	\$150
Masonry Unit Absorption, Density, Net Area	each	\$135
Masonry Unit Compressive Strength Test	each	\$110
Modulus of Elasticity	each	\$100
Wall/Paver Unit Absorption & Density (coupon)	each	\$60
Wall/Paver Unit Compressive Strength Test (coupon)	each	\$60
Spray-Applied Fire-Resistive Materials Density Test	each	\$105
➤ Asphalt Concrete	TYPE	RATE
Rice Density	each	\$150
Core Density and Thickness	each	\$75
Moisture Content of Bituminous Mixtures	each	\$40
Oil Content Furnace Calibration - Ignition	each	\$410
Oil Content & Gradation - Ignition	each	\$245
RESOURCES AND EQUIPMENT	TYPE	RATE
Vibrating Wire Piezometer	daily	\$625
Water Level Meter	daily	\$50
Data Logger	daily	\$10
Data Logger	weekly	\$45
Data Logger	monthly	\$100
Data Recorder	daily	\$10
Dames and Moore Sampler	daily	\$25
Cement Amendment Kit	daily	\$35
Dynamic Cone Penetrometer	daily	\$120
Field Torvane / Penetrometer	daily	\$65
Hand Auger	daily	\$50
Shelby Tube	each	\$35
Skidmore Wilhelm - Bolt Calibrator	daily	\$90
Floor Flatness Meter	daily	\$250
Anchor Proof Loading Hydraulic Ram and Deflection Gauges	daily	\$300
Ultra-Sonic Meter	daily	\$75
Concrete Strength-Maturity Electronic Meter	daily	\$100
Concrete Slump and Air Entrainment Meter	daily	\$70
Nuclear Densometer	daily	\$70
Per Diem	daily	\$300
Bond Tester	daily	\$150
Core Drill Equipment	daily	\$300
Core Bit Wear	per core	\$30
Strength-Maturity / Ambient Environment Sensors	each	\$300
Calcium Chloride / RH Moisture Probe	each	\$85
Magnetic Particle Sensor	each	\$30
Outside Services	each	cost + 20%
Vehicle Fee	daily	\$70
Mileage (outside of service area)	mile	\$1.15

Personnel rates are portal to portal. All requested geotechnical observations, inspections, and testing require 24-hour notice and have a 3-hour minimum charge. Hours in excess of eight per day, work on weekends, night work between the hours of 8PM and 5AM, and same-day service requests will be invoiced at 1.5 times the quoted rate. Work on holidays will be invoiced at two times the quoted rate. Laboratory testing requests with turnaround less than two days will be invoiced at 1.5 times the indicated rate. Laboratory rates do not include pick up or delivery to Columbia West's laboratory. (3-23)

EXHIBIT “D”

TITLE VI ASSURANCES

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

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

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

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

COUNCIL APPOINTMENTS

Board/Committee/Commission	Full Name	Position
Water Safety Ad Hoc Committee	Martin Elzingre	Representative
	Tim Hein	Representative
	Leslie Lewallen	Representative



Staff Report - Ordinance

July 21, 2025 Council Regular Meeting

Ordinance No. 25-013 Changing the Name of SE Bybee Road to NW Bybee Road

Presenter: Alan Peters, Community Development Director

Time Estimate: 10 minutes

Phone	Email
360.817.7254	apeters@cityofcamas.us

BACKGROUND: SE Bybee Road is currently under construction to be realigned with the signalized intersection of NW Fisher Creek Drive at NW 38th Ave as part of a development project by the Church of Jesus Christ of Latter-day Saints (LDS). As part of this realignment project, Staff is proposing that the street name be finally brought into consistency with the City's grid system by changing the name to NW Bybee Road and that developments fronting this street be addressed accordingly.

SUMMARY: The City of Camas has an addressing grid system unique from the City of Vancouver and unincorporated Clark County. According to the City's Street Naming Manual, all City streets are to be prefixed "N" for North, "NW" for Northwest, "SW" for Southwest, "NE" for Northeast, "S" for South, and "SE" for Southeast. Adherence to the Street Naming Manual ensures that addresses in the City can be easily located by emergency responders and the public.

Prior to annexation, Bybee Road was located in the southeast quadrant of the City of Vancouver/Clark County addressing grid, however it is located in the City of Camas northwest quadrant. While SE Bybee Road is a public City street, it has maintained the use of the SE (Southeast) prefix used since being annexed to the City of Camas in 2008.

The proposed ordinance would change SE Bybee Road to NW Bybee Road with the opening of the new alignment later this year. Properties abutting this street would be addressed off of NW Bybee Road, including the new LDS temple project. Only two other properties are currently addressed off of SE Bybee Road and they are both within Clark County jurisdiction. Clark County would be responsible to assign these properties with new address numbers. City staff has met with these owners to inform them of this change.



Proposed Bybee Road realignment and name change.

BENEFITS TO THE COMMUNITY: Adherence to the Street Naming Manual will ensure that addresses can be more easily located by emergency responders and the public.

STRATEGIC PLAN: The proposed ordinance supports the Strategic Plan priority of Safe & Accessible Community and the goal to improve transportation and recreation safety and accessibility for all ages and abilities. The realignment project will result in an improvement roadway with three traffic lanes, bike lanes, sidewalks, and street lighting. Renaming the road will bring the property into compliance with the City street grid that emergency responders rely on to quickly locate addresses.

RECOMMENDATION: Staff recommends Council adopt Ordinance No. 25-013 and it be published accordingly to law.

ORDINANCE NO. 25-013

AN ORDINANCE changing the name of SE Bybee Road
to NW Bybee Road

THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

The name of SE Bybee Road is changed to NW Bybee Road, effective September 1,
2025.

Section II

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

Section III

This ordinance shall not be codified.

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

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

Resolution No.25-010**A RESOLUTION ADOPTING THE CLARK COUNTY COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN FOR YEARS 2025 TO 2030**

WHEREAS, Chapter 70A.205 RCW requires each city and county within the State to prepare and periodically revise a coordinated and comprehensive Solid Waste Management Plan (CSWMP); and

WHEREAS, the cities and town of Clark County (County) previously resolved to adopt plans in 1973, 1981, 1985 (with amendments to the 1985 plan adopted in 1988 and 1989), 1994, 2003, 2008, and 2015; and

WHEREAS, a need exists to update the 2015 plan as required in RCW 70A.205 and to update the CSWMP for changes that have occurred within the County, as well as changes to state and federal regulations; and

WHEREAS, in 2023 the Cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal, and the Town of Yacolt entered into an Interlocal Agreement with the County for the purpose of updating the CSWMP as required by RCW Chapter 70A.205; and

WHEREAS, the cities and town of Clark County have delegated preparation of the CSWMP to the County by Interlocal Agreement; and

WHEREAS, the process for updating the CSWMP as outlined in RCW 70A.205 and the Interlocal Agreement has been fulfilled; and

WHEREAS, the cities and town have been represented throughout the planning process; and

WHEREAS, the CSWMP adopted herein has been recommended by the Solid Waste Advisory Commission and is to be adopted by the Clark County Council; therefore,

BE IT ORDERED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF CAMAS, STATE OF WASHINGTON, that the City of CAMAS hereby adopts the Clark County Comprehensive Solid Waste Management Plan for the years 2025-2030 which is located at: <https://clark.wa.gov/public-works/comprehensive-solid-waste-management-plan>

ADOPTED this _____ day of _____, 2025.

 Steve Hogan, Mayor
 Attorney

Shawn Macpherson, City

 Sydney Baker, City Clerk



Staff Report

July 21, 2025 Council Workshop Meeting

Regional Fire Authority (RFA) Discussion

Presenter: Cliff Free, Fire Chief; Shaun Ford, Division Chief

Time Estimate: 20 minutes

Phone	Email
360.817.1554	cfree@cityofcamas.us ; sford@cityofcamas.us

BACKGROUND: On January 29, 2024, Camas and Washougal executed a modification and conditional extension of the Interlocal Agreement between the Cities of Camas and Washougal for the formation and operation of the Camas-Washougal Fire Department.

Item #1 of the Modification and Conditional Extension provides that " ...the parties bind themselves to place the RFA Plan on the ballot for April 2025 and, if necessary, for November 2025."

Therefore, in accordance with the Modification and Conditional Extension, the Camas City Council and the Washougal City Council have determined that it is appropriate to place before voters within the proposed service boundaries of the RFA at the general election to be held on November 4, 2025, a proposition calling for the creation of a RFA which shall be known as the Camas-Washougal Fire Authority to be funded by a \$1.05 per \$1,000 assessed value property tax levy and the approval of the Plan, all in accordance with state law.

If the Joint Resolution is approved, the formation of a regional fire authority (RFA) would be placed on the ballot for voter consideration at the general election to be held on November 4th, 2025.

BENEFITS TO THE COMMUNITY: The City of Camas and the City of Washougal have had a long-standing cooperative partnership, striving to provide the highest level of fire and emergency medical services to their citizens within the confines of available resources. The RFA provides a sustainable and equitable approach to delivering fire and EMS services to the combined communities of Camas and Washougal while giving citizens direct voting consideration for any proposed increase in tax rates to support fire and EMS services.

RECOMMENDATION: Staff recommends the City of Camas Council place the formation of an RFA on the general election to be held on November 4th, 2025 ballot through the adoption of a Joint Resolution with the City of Washougal on July 21st, 2025.

JOINT RESOLUTION
CITY OF CAMAS RESOLUTION NO. _____
CITY OF WASHOUGAL RESOLUTION NO. _____

A **JOINT RESOLUTION** of the City Council of the City of Camas, Washington, and the City Council of the City of Washougal, Washington, providing for the submission to qualified electors of the City of Camas and the City of Washougal, at the general election to be held on November 4, 2025, of a proposition that, pursuant to Chapter 52.26 of the Revised Code of Washington, approves a plan to form a Regional Fire Protection Authority to be known as the Camas-Washougal Fire Authority within the boundaries of the City of Camas and the City of Washougal, effective September 1, 2026.

RECITALS

- A. The ability and demands to respond to emergency situations by fire protection and emergency medical service agencies has increased and progressed with community needs and special service demands. Providing an effective fire protection and emergency medical service system requires a collaborative partnership and responsibility among local and regional governments and the private sector.
- B. There are efficiencies that can be gained by regional fire protection and emergency medical service delivery, while maintaining local control.
- C. The City of Camas ("Camas") and the City of Washougal, ("Washougal") have had a long-standing cooperative partnership, striving to provide the highest level of fire and emergency medical services to their citizens within the confines of available resources. This cooperative partnership began in the 1970s with the provision of a regional ambulance service and culminated with an interlocal agreement in 2014, which provided for a consolidation of services as the Camas Washougal Fire Department, with Camas providing services to Washougal. While this cooperative relationship has served the public well for many years, as a result

of the needs of a growing community and demands for enhanced fire and EMS services, Camas and Washougal have determined that it is in the public interest to place a measure before the voters that if approved would result in the formation of a Regional Fire Authority (RFA).

- D. Pursuant to RCW 52.26.030 and 52.26.040 the cities of Camas and Washougal formed an RFA Planning Committee to evaluate the feasibility of creating a new and separate regional fire authority to provide the fire protection and emergency services within the boundaries of Camas and Washougal. The members of the Planning Committee included three City Council members from Camas and three City Council members from Washougal. Over a period of several months, the Planning Committee met and created a Regional Fire Authority (RFA) Plan ("Plan") providing for the governance, design, financing, and development of fire protection and emergency services.
- E. The Planning Committee held its final meeting on October 16, 2024, and recommended approval of the Plan to the Camas City Council and Washougal City Council. The Camas City Council and Washougal City Council met in joint work session on November 6, 2024, to review the recommended Plan. By adoption of this Joint Resolution, the Plan is formally adopted and certified to the ballot pursuant to RCW 52.26.060 by both the City of Camas and the City of Washougal. Copies of the Plan are available from the administrative offices of the City of Camas and the City of Washougal.
- F. Authority to form a RFA is authorized by Chapter 52.26 RCW. Chapter 52.26 RCW requires that in order to form an RFA, the Plan must be approved by the voters of the area affected by the Plan. Therefore, in accordance with the Plan and state law, the Camas City Council and the Washougal City Council placed before voters within the proposed service boundaries of the RFA at a special election held on April 22, 2025, a proposition calling for the creation of a RFA which shall be known as the Camas-

Washougal Fire Authority to be funded by a \$1.05 per \$1,000 assessed value property tax levy and the approval of the Plan, all in accordance with state law.

- G. The result of the April 22, 2025, special election indicates that the RFA Plan was not approved by participating voters.
- H. On January 29, 2024, Camas and Washougal executed a *MODIFICATION AND CONDITIONAL EXTENSION OF INTERLOCAL AGREEMENT BETWEEN THE CITIES OF CAMAS AND WASHOUGAL FOR THE FORMATION AND OPERATION OF THE CAMAS-WASHOUGAL FIRE DEPARTMENT DATED DECEMBER 4, 2013*.
- I. Item #1 of the Modification and Conditional Extension provides that “...the parties bind themselves to place the RFA Plan on the ballot for April 2025 and, if necessary, for November 2025.”
- J. Therefore, in accordance with the Modification and Conditional Extension, Plan and state law, the Camas City Council and the Washougal City Council have determined that it is appropriate to place before voters within the proposed service boundaries of the RFA at the general election to be held on November 4, 2025, a proposition calling for the creation of a RFA which shall be known as the Camas-Washougal Fire Authority to be funded by a \$1.05 per \$1,000 assessed value property tax levy and the approval of the Plan, all in accordance with state law.

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

RESOLUTION

SECTION 1. - Adoption of Plan for the Camas-Washougal Fire Authority. The City Council

of the City of Camas and the City Council of the City of Washougal hereby formally adopt the 2025 Regional Fire Authority (RFA) Plan. A true and correct copy of which is attached as Exhibit A and incorporated by this reference.

SECTION 2. - Findings of Camas City Council and Washougal City Council. The City Council of the City of Camas, Washington, and the City Council of the City of Washougal, Washington, hereby adopt each of the recitals above as findings and further find that it is in the best interest of the City of Camas and the City of Washougal to submit to the qualified electors of the City of Camas and the City of Washougal at the general election to be held on November 4, 2025, a proposition to adopt the Plan that creates a RFA which shall be known as the Camas-Washougal Fire Authority, which if approved will be funded by a property tax not to exceed \$1.05 per thousand of assessed value. If approved by a majority of the total persons voting on the ballot measure within the boundaries of the authority in accordance with RCW 52.26.060, effective September 1, 2026, this proposition would create a RFA as provided in Chapter 52.26 RCW with boundaries coextensive with the boundaries of the City of Camas and the City of Washougal.

SECTION 3. - Proposition for Voter Submittal. There shall be submitted to the qualified electors of the City of Camas and the City of Washougal for their approval or rejection, at the general election on November 4, 2025, the question of whether or not the RFA known as the **Camas-Washougal Fire Authority** should be created in accordance with the Plan and funded with the real property tax levies referenced above. The City Council of the City of Camas and the City Council of the City of Washougal hereby request that the auditor of Clark County, as ex-officio Supervisor of Elections, call such election and submit the following proposition at such election, in the form of a ballot title substantially as follows:

PROPOSITION NO. ____

The City Council of the City of Camas and the City Council of the City of Washougal have adopted a Joint Resolution approving the Regional Fire Authority Service Plan ("Plan") concerning the creation of a Regional Fire Protection Authority ("RFA").

This proposition would approve the Plan and create a Regional Fire Authority to be known as the Camas-Washougal Fire Authority, effective September 1, 2026, to provide fire protection and emergency medical services in the City of Camas and the City of Washougal. The RFA would be funded by property tax (\$1.05 per \$1,000 of assessed value).

Shall the registered voters residing within the cities of Camas and Washougal approve the formation of a regional fire authority (RFA) and approve the RFA Plan proposed by the cities of Camas and Washougal?

Yes _____

No _____

SECTION 4. Without further action of the Camas City Council and the Washougal City Council the ballot proposition language set forth in Section 3 above may be revised to correct scrivener's errors and to conform with statutory requirements.

SECTION 5. - Pro and Con Committee Appointments. The Camas City Council and the Washougal City Council hereby assign to the Joint Policy Advisory Committee the task of appointing members to a committee to advocate voters' approval of the proposition and to a committee to prepare arguments advocating voters' rejection of the proposition.

SECTION 6. - Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this resolution.

SECTION 7. - Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

SECTION 8. - Effective Date. This Resolution shall take effect and be in force immediately upon its passage.

SECTION 9. - Triplicate Originals. Three originals of this Resolution are signed by the City of Camas and the City of Washougal.

PASSED at a regular or special open public meeting by the City Council of the City of Camas, Washington, this **21st** day of **July, 2025** OR **4th** day of **August, 2025**.

PASSED at a regular or special open public meeting by the City Council of the City of Washougal, Washington, this **14th** day of **July, 2025**.

EXHIBIT A

2025 Regional Fire Authority Plan