



City Council Regular Meeting Agenda

Monday, February 05, 2024, 7:00 PM

Council Chambers, 616 NE 4th AVE

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

To observe the meeting (no public comment ability)

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

To participate in the meeting (able to public comment)

- go to <https://us06web.zoom.us/j/83458514833>

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

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

CONSENT AGENDA

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

1. [January 2, 2024 Camas City Council Regular and Workshop Meeting Minutes](#)
2. [January 26, 2024 Camas City Council Special Meeting Minutes](#)
3. [January 29, 2024 Camas City Council Special Meeting Minutes](#)
4. Automated Clearing House and Claim Checks Approved by Finance Committee
5. [Professional Services Agreement with Consor for Lacamas Meadows Force Main Design for \\$127,866](#)
[\(Submitted by Rob Charles, Utilities Manager\)](#)
6. [Professionals Services Agreement with Consor for Angelo Booster Station Generator Alternatives for \\$28,247](#)
[\(Submitted by Rob Charles, Utilities Manager\)](#)

7. [Professional Services Agreement with Gray and Osborne, Inc. for STEP Main Assessment Inspection – Design Services for \\$27,520](#)
(Submitted by Rob Charles, Utilities Manager)
8. [\\$73,024.83 Professional Services Agreement Amendment with WSP, Inc. for Well 6 to Well 14 Transmission Main](#)
(Submitted by Rob Charles, Utilities Manager)
9. [January 2024 Surplus Equipment](#)
(Submitted by Will Noonan, Public Works Operations Manager)
10. [Final Plat Approval for Lacamas Hills Subdivision \(aka CJ Dens Subdivision\) Phases 2 and 3](#)
(Submitted by Lauren Hollenbeck, Senior Planner)
11. [\\$595,906.29 North Cascade Excavating LLC, South Lacamas Creek \(NE 3rd Avenue\) Trailhead Bid Award with up to 10% change order authorization](#)
(Submitted by Trang Lam, Director Parks and Recreation)
12. \$94,293.88 for November 2023 Emergency Medical Services (EMS) Write-off Billings for Monthly Uncollectable Balance of Medicare and Medicaid Accounts.
(Submitted by Cathy Huber Nickerson, Finance Director)
13. \$88,792.76 for December 2023 Emergency Medical Services (EMS) Write-off Billings for Monthly Uncollectable Balance of Medicare and Medicaid Accounts.
(Submitted by Cathy Huber Nickerson, Finance Director)
14. [TDJ CPA Incorporated Engagement Letter](#)
(Submitted by Cathy Huber Nickerson, Finance Director)
15. [Reject All Bids for NW 38th Avenue Improvements Phase 3 and Authorize Staff to Readvertise for Rebidding](#)
(Submitted by James Carothers, Engineering Manager)

NON-AGENDA ITEMS

16. Staff
17. Council

MAYOR

18. Mayor Announcements
19. [Parks and Recreation Commission Citizen Appointment](#)
[Presenter: Steve Hogan, Mayor](#)
[Time Estimate: 5 minutes](#)
20. [Black History Month Proclamation](#)

MEETING ITEMS

21. [2024-2025 Collective Bargaining Agreement between the City of Camas and International Association of Fire Fighters, Local #2444](#)
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)
[Time Estimate: 5 minutes](#)
22. [Public Hearing – Ordinance No. 24-001 Public Right of Way Vacation Request for 600 NW 18th Loop for the benefit of 1804 NW Edgehill Drive](#)
[Presenter: Rob Charles, Utilities Manager](#)
[Time Estimate: 10 minutes](#)
23. [Goodwin & 28th Annexation – 60% Annexation Petition Public Hearing](#)
[Presenter: Robert Maul, Planning Manager](#)
[Time Estimate: 20 Minutes](#)

PUBLIC COMMENTS

CLOSE OF MEETING



City Council Regular Meeting Minutes – Draft
Tuesday, January 2, 2024, 7:00 PM
Council Chambers, 616 NE 4th AVE

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Council Members Marilyn Boerke, Bonnie Carter, Leslie Lewallen, John Nohr, Jennifer Senescu, and John Svilarich

Remote: Council Member Tim Hein

Staff: Sydney Baker, Carrie Davis, Jennifer Gorsuch, Cathy Huber Nickerson, Tina Jones, Shawn MacPherson, Alan Peters, Doug Quinn, Bryan Rachal, Heidi Steffensen, and Connie Urquhart

Press: No one from the press was present.

OATH OF OFFICE

1. Oath of Office – Council Member Carter
Presenter: Shawn MacPherson, City Attorney

MacPherson administered the Oath of Office.

2. Oath of Office - Council Member Nohr
Presenter: Shawn MacPherson, City Attorney

MacPherson administered the Oath of Office.

3. Oath of Office - Council Member Senescu
Presenter: Shawn MacPherson, City Attorney

MacPherson administered the Oath of Office.

4. Oath of Office - Council Member Svilarich
Presenter: Shawn MacPherson, City Attorney

MacPherson administered the Oath of Office.

5. Oath of Office – Mayor Hogan
Presenter: Shawn MacPherson, City Attorney

MacPherson administered the Oath of Office.

PUBLIC COMMENTS

Eva Luchini, Camas, commented about homelessness.

Thomas Brandt, Camas, commented about fireworks.

Craig Eckhart, Camas, commented about Camas Little League.

CONSENT AGENDA

6. December 18, 2023 Camas City Council Regular and Workshop Meeting Minutes
7. \$502,674.57 Automated Clearing House 700339-700373 and Claim Checks 156542-156630. \$124,113.81 Automated Clearing House 700374-700377 and Claim Checks 156631-156641 Approved by Finance Committee
8. Final Plat Approval for Green Mountain Estates Phase 6 Subdivision (Submitted by Madeline Sutherland, Planner)
9. \$2,082.08 Unpaid Final Utility Bill Write-off from Previous Property Owner (Submitted by Cathy Huber Nickerson, Finance Director)

Council Member Hein asked that item number nine (9) \$2,082.08 Unpaid Final Utility Bill Write-off from Previous Property Owner be removed from the Consent Agenda for further discussion.

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

NON-AGENDA ITEMS

10. Staff
There were no additional staff comments.
11. Council
There were no additional Council comments.

MAYOR

12. Mayor Announcements
There were no additional Mayor comments.
13. 2024 Council Appointments

It was moved by Nohr, and seconded, to confirm the Mayor's 2024 Council Appointments. The motion passed unanimously.

14. Mayor Pro Tem Appointment

It was moved by Hein, and seconded, to appoint Council Member Carter as the Mayor Pro Tem for 2024. The motion passed unanimously.

It was moved by Carter, and seconded, to appoint Council Member Hein as the Mayor Pro Tem Alternate for 2024. The motion passed unanimously.

MEETING ITEMS

There were no meeting items.

ITEMS REMOVED FROM THE CONSENT AGENDA

9. \$2,082.08 Unpaid Final Utility Bill Write-off from Previous Property Owner
(Submitted by Cathy Huber Nickerson, Finance Director)

Huber Nickerson explained the Utility Bill Write-off process and discussion ensued.

It was moved by Carter, and seconded, to approve the \$2,082.08 Unpaid Final Utility Bill Write-off from Previous Property Owner. The motion passed unanimously.

PUBLIC COMMENTS

No one from the public wished to speak.

CLOSE OF MEETING

The meeting closed at 8:23 p.m.



City Council Workshop Minutes - Draft
Tuesday, January 2, 2024, 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 (joined at 4:31 p.m.), Bonnie Carter, Leslie Lewallen, John Nohr, Jennifer Senescu, and John Svilarich

Remote: Council Member Tim Hein

Staff: Sydney Baker, Rob Charles, Carrie Davis, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Alan Peters, Doug Quinn, Bryan Rachal, Heidi Steffensen, Connie Urquhart, and Steve Wall

Press: No one from the press was present.

PUBLIC COMMENTS

John Spencer, Washougal, commented about the Port of Camas-Washougal.

WORKSHOP TOPICS

1. Professional Services Agreement for Sewer STEP Main Assessment
Presenter: Rob Charles, Utilities Manager

This item will be placed on the January 16, 2024 Regular Meeting Consent Agenda for Council's consideration.

2. Professional Services Agreement for Angelo Booster Station Generator
Presenter: Rob Charles, Utilities Manager

This item will be placed on the January 16, 2024 Regular Meeting Consent Agenda for Council's consideration.

3. Professional Services Agreement for Lacamas Meadows Force Main Replacement
Presenter: Rob Charles, Utilities Manager

This item will be placed on the January 16, 2024 Regular Meeting Consent Agenda for Council's consideration.

4. Well 6 -14 Transmission Main Professional Services Agreement Amendment
Presenter: Rob Charles, Utilities Manager

This item will be placed on the January 16, 2024 Regular Meeting Consent Agenda for Council's consideration.

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

Quinn commented about staffing levels at the Camas Police Department and Camas-Washougal Fire Department, and congratulated Police Sergeant Scot Boyles on his upcoming retirement. Quinn commented about possible location of the Camas-Washougal Fire Department Station 41.

COUNCIL COMMENTS AND REPORTS

Nohr attended the Joint Policy Advisory Committee (JPAC) meeting. Nohr commented about the Camas-Washougal Fire Department Interlocal Agreement and thanked the firefighters and paramedics for their efforts.

Senescu congratulated the Washington State University Huskies on their victory.

Lewallen commented about the Homelessness Committee meeting.

Carter attended the JPAC meeting and the Everett Street Corridor Special Meeting. Carter thanked Administrative Services Director, Jennifer Gorsuch, for supplying requested information, and commented about the fireworks discussion.

Svilarich attended Association Washington Cities (AWC) newly elected training and commented about fireworks.

Hein commented about fireworks, the Everett Street Corridor project update, and about House Bill 1110.

Hogan commented about the Council Planning Retreat.

PUBLIC COMMENTS

Deedee Vultaggio, Camas, commented about the Weakley Road Annexation.

CLOSE OF MEETING

The meeting closed at 5:13 p.m.



City Council Special Meeting Minutes – Draft
Friday, January 26, 2024, 11:30 AM
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 11:30 a.m.

ROLL CALL

Present: Council Members Marilyn Boerke, Bonnie Carter, Tim Hein, John Nohr (joined at 11:33 a.m.), Jennifer Senescu, and John Svilarich

Excused: Council Member Leslie Lewallen

Staff: Sydney Baker, Cliff Free, Cathy Huber Nickerson, Shawn MacPherson, and Doug Quinn

Press: No one from the press was present

EXECUTIVE SESSION

18. Executive Session – Topic: Potential Litigation (RCW 42.30.110)
Time Estimate: 20 Minutes

The Council met in Executive Session to discuss potential litigation. No decisions were made. Executive session began at 11:32 a.m.

Those in attendance were Mayor Hogan and Council Members Boerke, Carter, Hein, Nohr, Senescu, and Svilarich. Staff members were Shawn MacPherson, City Attorney, Doug Quinn, City Administrator, Cliff Free, Fire Chief, and Cathy Huber Nickerson, Finance Director.

Mayor Hogan reconvened the meeting at 11:52 a.m.

CLOSE OF MEETING

The meeting closed at 11:52 a.m.



**City Council Special Meeting – Camas-Washougal
Fire Department Interlocal Agreement Minutes –
Draft**

**Monday, January 29, 2024, 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.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Council Members Marilyn Boerke, Bonnie Carter, Tim Hein, John Nohr, Jennifer Senescu, and John Svilarich

Excused: Council Member Leslie Lewallen

Staff: Sydney Baker, Carrie Davis, Jennifer Gorsuch, Cathy Huber Nickerson, Shawn MacPherson, Doug Quinn, Bryan Rachal, Brian Smith, and Heidi Steffensen

Press: Kelly Moyer, Camas-Washougal Post Record (joined at 4:33 p.m.)

PUBLIC COMMENTS

No one from the public wished to speak.

MEETING ITEMS

1. Camas-Washougal Fire Department Interlocal Agreement
Presenter: Doug Quinn, City Administrator and Shawn MacPherson, City Attorney

It was moved by Carter, and seconded, to authorize the Mayor to sign the 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 dated December 4, 2013. The motion passed unanimously.

CLOSE OF MEETING

The meeting closed at 4:40 p.m.



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

PROJECT NO. S1036

Lacamas Meadows Force Main Replacement

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and Consor North America, 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 **Lacamas Meadows Force Main 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 **November 30, 2024**, 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 **\$127,866** under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Attachment "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 **Attachment "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 bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. 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 "D" attached hereto and by this reference made part of this Agreement, and shall include the attached Exhibit "D" 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.
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: 360-817-1563
 EMAIL: rcharles@cityofcamas.us

 Notices to Consultant shall be sent to the following address:
 Brent Gruber, PE
 Consor North America, Inc.
 400 E Mill Plain Blvd, Suite 400
 Vancouver, WA 98660
 PH: 360-448-4232
 Brent.gruber@consoreng.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 counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 2024

CITY OF CAMAS:

Conсор North America, Inc.:
Authorized Representative

By _____

DocuSigned by:
By Brent Gruber
2825E4253532480...

Print Name _____

Print Name Brent Gruber

Title _____

Title Principal Engineer

Date 1/8/2024

EXHIBIT “A” SCOPE OF SERVICES

EXHIBIT A

SCOPE OF WORK

LACAMAS MEADOWS FORCE MAIN REPLACEMENT

CITY OF CAMAS

Introduction

The City of Camas (City) owns and operates the Lacamas Meadows Sanitary Lift Station located at 3263 NW 45th Avenue. The pump station and associated force main were constructed in 2006 as part of the development of the Lacamas Meadows subdivision. Since completion, the existing 4-inch CL 200 PVC force main has experienced several breaks. As such, the City has requested the assistance of CONSOR North America, Inc. (Consultant) to assist in the design of a replacement force main totaling approximately 3,200 feet in length. The specific scope of work included with this contract is provided below.

Scope of Services

Consultant will perform the following services in relation to the City's proposed Lacamas Meadows Force Main Replacement project.

Task 1 - Project Management

Objective

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Activities

1.1 Project Management & Administration

Perform general administration and project management throughout the project design phase to provide successful completion of all tasks and elements of the project within the established scope, schedule, and budget.

Develop and maintain an overall project schedule and other resources as needed to meet scheduled milestones.

Proactively track progress of project work completed against schedule and budget.

Inform the City of any anticipated challenges during the project design phase as they may arise and develop solutions together.

1.2 Invoices / Status Reporting

Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation.

Monthly status reports to accompany each invoice, including progress report with description of work completed. Reports will also include milestone updates, cumulative expenditures, budget remaining, and percent complete by task.

Assumptions

- Project design and bid phase duration is anticipated to be six (6) months; therefore, it is assumed that there will be up to six (6) progress payments/status reports.

Deliverables

- Consultant shall deliver to the City a monthly invoice and status report covering:
 - Work on the project performed during the previous month.
 - Meetings attended.
 - Potential impacts to submittal dates, budget shortfalls or optional services.

1.3 Project Design Meetings

Work under this subtask includes coordinating schedules, developing agendas, preparing presentation materials, and summarizing meeting notes for key project meetings. This subtask includes the following meetings:

- Project Kick-off / Site Visit
- Preliminary Design Review Meeting
- 60% Design Review Meeting
- 90% Design Review Meeting

Assumptions

- Design review meetings will include Consultant PM and the Consultant design lead. Meetings will have an approximate duration of two (2) hours each.
- Design review meetings will be held at the City offices.

Deliverables

- Meeting agendas and meeting notes.

1.4 Quality Assurance / Quality Control (QA/QC)

Perform in-house QA/QC reviews of all deliverables prior to submitting to the City.

Task 2 – Data Collection

Objective

Work under this task includes coordinating with the City to acquire background data to support preliminary and final design work, as well as performing a professional survey of the area of interest.

Activities

Consultant will request and analyze background data pertinent to the design of project. Consultant will perform a topographic survey of the project area by a professional land surveyor licensed in the State of

Washington. Consultant will conduct two (2) site visits. One of the site visits will include performing a drawdown test at the existing pump station. The other site visit will be a plan-in-hand walkthrough to confirm locations of existing utilities and assess existing surface conditions.

Assumptions

- City will provide record drawings and pumping records.
- City will install a pressure transducer and data logger in the valve vault at the pump station site and record pressure data for the winter period of 2023/2024. City will provide data to Consultant for evaluation.
- Permission to enter any properties will be obtained by the client.
- No monuments will be set nor will any boundary lines be marked during the professional survey.
- Boundary lines in the survey will be shown by County GIS.
- Horizontal Datum will be based on Washington State Plan South and Vertical Datum will be based on Clark County NGVD 29(47).
- City personnel will accompany Consultant to the pump station site to perform a draw down test. A 4-hour visit is budgeted for this site visit, including travel time.

Deliverables

- There are no specific deliverables associated with this task, as the data will be used to complete subsequent tasks.

Task 3 – Preliminary Design

Objective

Work under this task includes preliminary engineering to confirm project design criteria.

Activities

Consultant will prepare a technical memorandum assessing existing force main replacement options, likely limited to open trench versus pipe bursting. Consultant will review available record drawings, utility mapping, and field data to identify design challenges associated with each construction method, which will be discussed in the memorandum. Also included in the memorandum will be a summary of historical run time data, draw down test results, and pressure logger data. This information will be used to determine if the existing pumps are sufficient to serve the basin and confirm buildout force main sizing. A draft of the technical memorandum will be submitted to the City for review followed by a review meeting between the City and the Consultant to discuss design options. Following the meeting the memorandum will be finalized and will include City decisions and final design criteria.

Assumptions

- No cathodic protection design, geotechnical, environmental, or cultural resource investigations will be required for this project.

Deliverables

- Draft and Final Memorandum in electronic (PDF) file format

Task 4 – Final Design

Objective

Work under this task includes preparation of final contract documents for bidding and construction of the proposed improvements. Consultant will submit plans and special provisions for City review at the 60% and 90% completion levels, incorporating City review comments from each prior submittal.

Construction drawings will be in accordance with City standards, policies, and procedures. Plan and profile drawings will be provided at a horizontal scale of 1-inch = 20 feet horizontal and 1-inch = 5 feet vertical. Special provisions will be based on the 2024 version of the *Standard Specifications for Road, Bridge, and Municipal Construction* published by the Washington State Department of Transportation. An engineer's estimate of probable construction costs will be developed and included at each design submittal stage.

4.1 60% Design

Based on the City's input during preliminary design, Consultant will develop a 60% design submittal that depicts the recommended force main improvements. Design at this stage will establish appropriate project limits, identify connection locations to the existing pressure sewer system, and include draft profiles. Consultant will send the draft 60% construction drawings to utility providers within the project limits to help identify potential conflicts between existing utilities and proposed work.

Assumptions

- If critical crossing depth information is needed, City to complete utility potholes and/or water valve measure downs as required.
- Project schedule assumes up to two (2) weeks of City time for review and comments following design submittal.

Deliverables

- 60% drawings in electronic (PDF) format. (see Preliminary Drawing List for sheets to be included with this submittal)
- 60% special provisions in electronic (PDF) format. (table of contents only)
- 60% cost estimate in electronic (PDF) format.

4.2 90% Design

Under this task, the 60% design will be advanced to 90% completion, incorporating City review comments.

Assumptions

- Consultant to assemble front end documents based on example provided by City.
- Surface restoration to be in accordance with City standards. No pavement design will be required.
- No curb ramp design will be required.

- Specifications shall require contractor to prepare traffic control plans. City to assist with procurement with all necessary permits.
- Project schedule assumes up to two (2) weeks of City time for review and comments following design submittal.

Deliverables

- 90% drawings in electronic (PDF) format
- 90% special provisions in electronic (PDF) format
- 90% cost estimate in electronic (PDF) format

4.3 100% (Final) Design

The final 100% design submittal will be advanced from the 90% submittal, incorporating City review comments.

Assumptions

- Consultant to assemble complete bid package including front end documents, bid proposal, special provisions, and construction drawings for procurement advertisement and bidding.
- Project schedule includes one (1) week for City review if requested.

Deliverables

- 100% signed drawings in electronic (PDF) format
- 100% signed special provisions in electronic (PDF) format
- 100% cost estimate in electronic (PDF) format

Task 5 – Bid Phase Services

Objective

Work under this task includes providing bid phase support to the City.

Activities

Consultant shall provide the following services as requested by the City.

- Respond to bidder questions.
- Prepare addenda as necessary.
- Check references for low bid contractor.

Assumptions

- City will lead the bidding process, including advertisement, plan holders list, posting/distributing bid documents and addenda, and conducting bid opening.
- City will lead the administration of contract award, including preparation of bid tabulation, recommendation of award, and notice of award.

Deliverables

- up to two (2) addenda and supporting drawings in electronic Word and PDF file formats

Budget

Consultant proposes to perform this work on a time and expenses basis with a total not to exceed amount of \$127,866. The proposed fee estimate is provided as Attachment A. Fee estimates are based upon Consultant's 2024 Schedule of Charges which is provided as Attachment B.

Project Schedule

The following is a proposed schedule of services for the project.

- Notice to Proceed – January 2024
- Preliminary Design – February 2024
- Final Design – March to June 2024
- Bidding, Award, and NTP – July to August 2024
- Construction – September to November 2024

Preliminary Drawings List

The following is a list of drawings anticipated to be required for the project.

General		
1	G-1*	Cover Sheet, Vicinity Map, and Index
2	G-2	Key Map
3	G-3*	General Notes and Legend
4	G-4*	Abbreviations
5	G-5	Erosion Control Standard Notes
Bypass Pumping Plans		
6	BP-1	Bypass Pumping Plan I
7	BP-2	Bypass Pumping Plan II
Sewer Plans		
8	SS-1*	Force Main Plan and Profile I
9	SS-2*	Force Main Plan and Profile II
10	SS-3*	Force Main Plan and Profile III
11	SS-4*	Force Main Plan and Profile IV
12	SS-5*	Force Main Plan and Profile V
13	SS-6*	Force Main Plan and Profile VI
14	SS-7*	Force Main Plan and Profile VII
15	SS-8*	Force Main Plan and Profile VIII
Details		
16	D-1	Project Specific Details I
17	D-2	Project Specific Details II
18	D-3	Standard Details I
19	D-4	Standard Details II

* Sheets to be included with 60% submittal.

EXHIBIT “B”
COSTS FOR SCOPE OF SERVICES

ATTACHMENT A

LACAMAS MEADOWS FORCE MAIN REPLACEMENT
CITY OF CAMAS
PROPOSED FEE ESTIMATE

Item 5.

Staff Name	Principal Engineer II	Professional Engineer VI	Cost Estimator III	Engineering Designer II	Engineering Designer VI	Technician III	Administrative III	Project Coordinator I	Hours	Labor	Subconsultants		Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	GIS Units \$10/hr	Total
	\$277	\$216	\$290	\$171	\$208	\$166	\$128	\$128			Survey	Multiplier % Markup					
	GruberJam	AbercrombieNat	GriesingerRob	PattersonMau	EstepMat	McFaddinNic	MallizaWil	SteinbergMor									
Task 1 - Project Management																	
Task 1.1 - Project Management & Administration	16								16	\$ 4,432		1.1	\$ -	\$ -	\$ -	\$ -	\$ 4,432
Task 1.2 - Invoices / Status Reporting	6	6					4		16	\$ 3,470		1.1	\$ -	\$ -	\$ -	\$ -	\$ 3,470
Task 1.3 - Project Design Meetings	16	24							40	\$ 9,616		1.1	\$ -	\$ 79	\$ -	\$ -	\$ 9,695
Task 1.4 - Quality Assurance / Quality Control (QA/QC)	8								8	\$ 2,216		1.1	\$ -	\$ -	\$ -	\$ -	\$ 2,216
Task 1 Subtotal	46	30	0	0	0	0	4	0	80	\$ 19,734	\$ -		\$ -	\$ 79	\$ -	\$ -	\$ 19,813
Task 2 - Data Collection																	
Task 2 Subtotal	0	16	0	16	2	24	0	0	58	\$ 10,592	\$ 21,400	1.1	\$ 23,540	\$ 39	\$ 432	\$ -	\$ 34,603
Task 3 - Preliminary Design																	
Task 3 Subtotal	4	32	2	16	0	8	0	2	64	\$ 12,920	\$ -	1.1	\$ -	\$ -	\$ 144	\$ -	\$ 13,064
Task 4 - Final Design																	
Task 4.1 - 50% Design	4	20	1	48		24			97	\$ 17,910		1.1	\$ -	\$ -	\$ 432	\$ -	\$ 18,342
Task 4.2 - 90% Design	8	48	1	60	2	24		4	147	\$ 28,046		1.1	\$ -	\$ -	\$ 432	\$ -	\$ 28,478
Task 4.3 - 100% (Final) Design	2	12		18		8		4	44	\$ 8,064		1.1	\$ -	\$ -	\$ 144	\$ -	\$ 8,208
Task 4 Subtotal	14	80	2	126	2	56	0	8	288	\$ 54,020	\$ -		\$ -	\$ -	\$ 1,008	\$ -	\$ 55,028
Task 5 - Bid Phase Services																	
Task 5 Subtotal	2	16	0	4	0	4	0	0	26	\$ 5,358	\$ -	1.1	\$ -	\$ -	\$ -	\$ -	\$ 5,358
TOTAL - ALL TASKS	66	174	4	162	4	92	4	10	516	\$ 102,624	\$ 21,400		\$ 23,540	\$ 118	\$ 1,584	\$ -	\$ 127,866

EXHIBIT “C”
BILLING RATES



2024 SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2024 through December 31, 2024. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>2024 Rates</u>	<u>Billing Classifications</u>	<u>2024 Rates</u>
Principal Engineer VI	\$353	Construction Manager X	\$298
Principal Engineer V	\$330	Construction Manager IX	\$278
Principal Engineer IV	\$312	Construction Manager VIII	\$263
Principal Engineer III	\$293	Construction Manager VII	\$254
Principal Engineer II	\$277	Construction Manager VI	\$236
Principal Engineer I	\$264	Construction Manager V	\$217
Professional Engineer IX	\$252	Construction Manager IV	\$206
Engineering Designer IX	\$243	Construction Manager III	\$188
Professional Engineer VIII	\$240	Construction Manager II	\$173
Engineering Designer VIII	\$229	Construction Manager I	\$154
Professional Engineer VII	\$227	Quality Control Compliance Specialist	\$181
Engineering Designer VII	\$219	Inspector VII	\$217
Professional Engineer VI	\$216	Inspector VI	\$200
Engineering Designer VI	\$208	Inspector V	\$181
Professional Engineer V	\$204	Inspector IV	\$169
Engineering Designer V	\$195	Inspector III	\$150
Professional Engineer IV	\$192	Inspector II	\$134
Engineering Designer IV	\$192	Inspector I	\$116
Professional Engineer III	\$186	Technician IV	\$185
Engineering Designer III	\$186	Technician III	\$166
Engineering Designer II	\$171	Technician II	\$144
Engineering Designer I	\$158	Technician I	\$122
Principal III	\$357	Project Coordinator IV	\$174
Principal II	\$312	Project Coordinator III	\$162
Principal I	\$275	Project Coordinator II	\$145
Project Manager IV	\$260	Project Coordinator I	\$128
Project Manager III	\$248	Administrative III	\$128
Project Manager II	\$221	Administrative II	\$118
Project Manager I	\$193	Administrative I	\$104
Cost Estimator III	\$290		
Cost Estimator II	\$232		
Cost Estimator I	\$174		

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.

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.

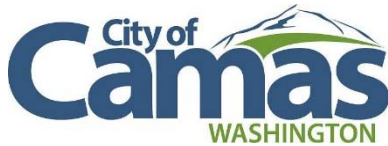
The United States Department of Transportation
Appendix E of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

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).



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

PROJECT NO. W1044

Angelo Booster Station Generator Upgrade

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and Consor North America, 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 **Angelo Booster Station Generator Upgrade**.
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, 2024**, 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 **\$28,247.00** under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Attachment "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 **Attachment "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 bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. 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 "D" attached hereto and by this reference made part of this Agreement, and shall include the attached Exhibit "D" 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.
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: 360-817-1563
 EMAIL: rcharles@cityofcamas.us

 Notices to Consultant shall be sent to the following address:
 Brent Gruber, PE
 Consor North America, Inc.
 400 E Mill Plain Blvd, Suite 400
 Vancouver, WA 98660
 PH: 360-448-4232
 Brent.gruber@consoreng.com
 21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
 22. Arbitration Clause. If requested in writing by either the City or the 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 counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 2024

CITY OF CAMAS:

Conсор North America, Inc.:
Authorized Representative

By _____

DocuSigned by:
By Brent Gruber
2825E4253532480...

Print Name _____

Print Name Brent Gruber

Title _____

Title Principal Engineer

Date 1/8/2024

EXHIBIT “A” SCOPE OF SERVICES

EXHIBIT A

SCOPE OF WORK

ANGELO BOOSTER STATION GENERATOR UPGRADE PROJECT

CITY OF CAMAS

Introduction

The City of Camas (City) Angelo Booster Station located at Fallen Leaf Park is the primary water booster pump station supplying the 455 Zone. It pumps from a 343 Zone 18-inch transmission main to serve the 455 Zone and feeds the suction side of the Lacamas Booster Pump Station. This station has four 75 hp split case double end suction pumps capable of pumping 1,000 gpm each. A selected well is called on with the first pump of the Angelo Booster Station to provide adequate suction side supply. If additional wells are called on to meet demand, a corresponding pump is also called on at the booster station to prevent over pressurization of the 343 Zone.

The existing 380 hp generator at the Angelo Booster Station is not large enough to power all the pumps. Preliminary evaluation by the City of the existing 470 hp generator at the Lower Prune Hill Pump Station that is being replaced with the upcoming pump station replacement project indicates it may be adequately sized to supply the Angelo Booster Station. The City has requested Consor North America, Inc. (Consor, Consultant) complete an evaluation of the feasibility of relocating the Lower Prune Hill generator to replace the existing generator at the Angelo Booster Station.

Project Understanding

The City believes the Lower Prune Hill generator proposed for relocation is large enough to operate all pumps at the Angelo Booster Station under emergency power operation. The City's preference would be to install the relocated generator unit inside the building where the existing generator is located but the cost and feasibility of this option is unknown. The Consor team will review available space and electrical / structural modifications which may be required based on as-built drawings for the following upgrade options:

- 1) Remove the existing generator from the existing Angelo Booster Station building and install the relocated generator unit inside the building.
- 2) Place the relocated generator and enclosure on a new concrete pad located outside the existing Angelo Booster Station building.
- 3) Purchase a new generator and install it in the existing Angelo Booster Station building or on a new concrete pad to replace the existing generator.

Scope of Services

Consultant will perform the following services.

Task 1 - Project Management

Objective

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Activities

1.1 Project Management and Coordination

Provide comprehensive project management to include the following:

- Manage the project scope, schedule, and budget.
- Coordinate with Owner staff and subconsultants during the project.
- Prepare monthly progress reports to be submitted with invoices. Monthly progress reports will include task level budget status. Billings will include labor classification, hourly rate, and hours charged to the project.

1.2 Project Meetings

Schedule and attend project meetings as follows:

- Project 'kick-off' meeting / site visit.
- Generator Alternatives Evaluation deliverable review meeting.

For each meeting, prepare agenda and summary notes.

1.3 Quality Assurance and Quality Control (QA/QC)

All project deliverables will be reviewed for Quality Assurance and Quality Control by the Consultant's QA/QC review team. In addition, the Consultant's QA/QC review team will provide technical assistance throughout the project design.

Task Deliverables

- Monthly invoice and status report.
- Meeting agendas and summary notes for all meetings attended under this task.

Assumptions

- Kick-off meeting will be held in-person at the project site. Consultant personnel shall be guided by City personnel and provided authorized access.
- Project duration is approximately three (3) months.

Task 2 – Generator Alternatives Evaluation

Objective

Identify, gather, and review project background information necessary to complete the review. Review building codes, generator sizes, and cost impacts of different alternatives to determine the best generator option.

Activities

2.1 Review City-Provided Documents

This activity includes assimilating and reviewing the data and documents relating to the existing Angelo Booster Station. The City shall provide to Consor the following:

- As-built drawings of Angelo Booster Pump Station. Documents shall be in PDF format.
- Manuals and drawings of existing and proposed generators including dimensional drawings, weight, and anchor locations.
- Existing booster pump cut sheets.

The preceding information list may be amended by the Consultant in writing.

2.2 Generator Evaluation Report

Based on information obtained from Task 2.1 and the site visit, Consultant will review the feasibility of the existing Angelo Booster Station generator room to house the new generator with respect to structural, electrical, and building code requirements. If there is a fatal flaw that will not allow the generator to be housed in the existing room without major modifications, the City will be notified immediately and all further work will be focused on either the relocated generator or a new generator mounted on a new concrete pad outside the building.

The evaluation will also include the assessment of the age and serviceability of the existing Lower Prune Hill generator, updated electrical load summary for the Angelo Booster Station, and review of the existing automatic transfer switch. If placing the generator in the existing Angelo Booster Station building is feasible, Consultant will prepare a report that identifies the costs and design requirements for the three options outlined under Project Understanding.

Task Deliverables

- Draft and Final Generator Selection Report will be prepared and provided to the City in PDF.

Assumptions

- City will provide to Consultant the data identified in Task 2.1 within ten (10) working days of initial request.
- City will provide Consultant authorized access to water facilities. City personnel shall guide and accompany Consultant during site visit/field review.

- City to coordinate utility locates at pump station site for the site visit to inform location options for a concrete pad outside mounting option.
- Site visit shall be attended by Consultant Project Manager and Industrial Systems (electrical sub) Project Manager.
- City to confer with Building Department regarding code provisions to be applied to project.
- Generator siting alternative figures will be prepared as Bluebeam PDF markups to the as-built drawings.

Budget

The work will be performed on a time and materials basis with a not to exceed budget of \$28,247 (Attachment A) in accordance with the firm’s current standard Schedule of Charges in effect at the time the work is performed (Attachment B).

Project Schedule

The anticipated project schedule is outlined in Table 1.

Table 1 | Project Schedule

TASK / ACTIVITY / MILESTONE	ANTICIPATED COMPLETION
Consultant Notice to Proceed Issued	December 15, 2023
Generator Selection Report	March 15, 2024

EXHIBIT “B”
COSTS FOR SCOPE OF SERVICES

ATTACHMENT A

ANGELO BOOSTER STATION GENERATOR UPGRADE PROJECT
CITY OF CAMAS, WASHINGTON
PROPOSED FEE ESTIMATE

Exhibit B

Item 6.

	Principal Engineer II	Professional Engineer IX	Cost Estimator III	Professional Engineer VI	Administrative III	Administrative II	Hours	Labor	Subconsultants		Multiplier % Markup	Subconsultant Total with Markup	Expenses	Total
									Structural	E&IC				
	\$261	\$240	\$276	\$206	\$122	\$112								
Average Billing Rate Estimated per Classification/Staff	\$269	\$247	\$284	\$212	\$126	\$115								
Staff Name	GruberJam	SteppBar	GriesingerRob	BargmeyerAle	MaliziaWil	SteinbergMor								
Task 1 - Project Management														
Task 1.1 - Project Management and Coordination		6			4		10	\$ 1,986			1.1	\$ -	\$ -	\$ 1,986
Task 1.2 - Project Meetings	4	6					10	\$ 2,559			1.1	\$ -	\$ 75	\$ 2,634
Task 1.3 - Quality Assurance and Quality Control (QA/QC)	4						4	\$ 1,075			1.1	\$ -	\$ -	\$ 1,075
Task 1 Subtotal	8	12	0	0	4	0	24	\$ 5,620	\$ -	\$ -		\$ -	\$ 75	\$ 5,695
Task 2 - Generator Alternatives Evaluation														
Task 2.1 - Review City-Provided Documents		2		2			4	\$ 919			1.1	\$ -	\$ -	\$ 919
Task 2.2 - Generator Evaluation Report	2	32	4	8		2	48	\$ 11,513	\$ 2,450	\$ 6,750	1.1	\$ 10,120	\$ -	\$ 21,633
Task 2 Subtotal	2	34	4	10	0	2	52	\$ 12,432	\$ 2,450	\$ 6,750		\$ 10,120	\$ -	\$ 22,552
TOTAL - ALL TASKS	10	46	4	10	4	2	76	\$ 18,052	\$ 2,450	\$ 6,750		\$ 10,120	\$ 75	\$ 28,247

EXHIBIT “C”
BILLING RATES



2024 SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2024 through December 31, 2024. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>2024 Rates</u>	<u>Billing Classifications</u>	<u>2024 Rates</u>
Principal Engineer VI	\$353	Construction Manager X	\$298
Principal Engineer V	\$330	Construction Manager IX	\$278
Principal Engineer IV	\$312	Construction Manager VIII	\$263
Principal Engineer III	\$293	Construction Manager VII	\$254
Principal Engineer II	\$277	Construction Manager VI	\$236
Principal Engineer I	\$264	Construction Manager V	\$217
Professional Engineer IX	\$252	Construction Manager IV	\$206
Engineering Designer IX	\$243	Construction Manager III	\$188
Professional Engineer VIII	\$240	Construction Manager II	\$173
Engineering Designer VIII	\$229	Construction Manager I	\$154
Professional Engineer VII	\$227	Quality Control Compliance Specialist	\$181
Engineering Designer VII	\$219	Inspector VII	\$217
Professional Engineer VI	\$216	Inspector VI	\$200
Engineering Designer VI	\$208	Inspector V	\$181
Professional Engineer V	\$204	Inspector IV	\$169
Engineering Designer V	\$195	Inspector III	\$150
Professional Engineer IV	\$192	Inspector II	\$134
Engineering Designer IV	\$192	Inspector I	\$116
Professional Engineer III	\$186	Technician IV	\$185
Engineering Designer III	\$186	Technician III	\$166
Engineering Designer II	\$171	Technician II	\$144
Engineering Designer I	\$158	Technician I	\$122
Principal III	\$357	Project Coordinator IV	\$174
Principal II	\$312	Project Coordinator III	\$162
Principal I	\$275	Project Coordinator II	\$145
Project Manager IV	\$260	Project Coordinator I	\$128
Project Manager III	\$248	Administrative III	\$128
Project Manager II	\$221	Administrative II	\$118
Project Manager I	\$193	Administrative I	\$104
Cost Estimator III	\$290		
Cost Estimator II	\$232		
Cost Estimator I	\$174		

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.

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).



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

PROJECT NO. S1037

Step Main Inspection – Design Services

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

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the **Step Main Inspection – Design Services**.
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, 2024**, 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 **\$27,520** 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 "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 bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. 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 "D" attached hereto and by this reference made part of this Agreement, and shall include the attached Exhibit "D" 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.
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: 360-817-1563
 rcharles@cityofcamas.us

 Notices to Consultant shall be sent to the following address:
 Jay Swift
 Gray & Osborne, Inc.
 1130 Rainier Avenue S, Suite 300
 Seattle, WA 98144
 PH: 206-284-0860
 jswift@g-o.com
 21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision 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 counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 2024

CITY OF CAMAS:

Gray & Osborne, Inc.:
Authorized Representative

By _____

DocuSigned by:
By Michael B. Johnson
6A3341D51D254BF...

Print Name _____

Print Name Michael B. Johnson

Title _____

Title President

Date 1/5/2024

EXHIBIT “A” SCOPE OF SERVICES

EXHIBIT A
SCOPE OF WORK
CITY OF CAMAS
STEP MAIN INSPECTION – DESIGN SERVICES

PROJECT UNDERSTANDING

The Septic Tank Effluent Pump (STEP) line that serves Wafertech, LLC (Wafertech), is experiencing plugging issues due to a buildup of scale. Wafertech primarily discharges industrial wastewater generated from silicon chip manufacturing. The scale is cement-like, and based on the analyses conducted, appears to be predominantly calcium phosphate, calcium silicate, and silica. There is concern that the City's STEP Main into which Wafertech discharges, is also scaled. The Camas STEP Main carries domestic, commercial, and industrial flows from west Camas to the north along Parker Road, then to the southeast along Lake Road south of Lacamas Lake, and then to the south along Everett Road, eventually carrying flow to the wastewater treatment plant (WWTP). The pipe is mostly made of PVC and varies in diameter from 8 inches to 24 inches.

There are challenges assessing the degree of scaling in buried pipe. If severely scaled, it may not be possible to complete the assessment from the interior of the pipe, due to the inability of devices to transit through the pipe. The recommended technology for assessment of the potentially (severely) scaled pipe is pipe penetrating radar (PPR), which can be used to assess the degree of scaling from the exterior of the pipe following excavation. The City has received a proposal from SewerVue Technology (SewerVue), a leading pipe inspection firm, for conducting PPR inspection of the City's STEP lines. Because each scale and pipe is unique (impacting the radar measurements), SewerVue has proposed that the inspection be completed at three locations expected to range from unscaled to highly-scaled, to verify that the technology provides the information desired. Based on consultation with the City, the following locations have been selected.

1. Wafertech's discharge line, near the point of connection to the City's STEP Main, likely severely scaled.
2. A location in the City's STEP Main upstream of Wafertech's discharge coming from Parker Road, a line unlikely to be scaled.
3. A location in the City's STEP Main downstream of Wafertech's connection point, along Lake Road, expected to be moderately scaled.

The locations anticipated for these excavations are shown in the attached figure.

This Scope includes the design of excavation and restoration and traffic control for a Contractor to support this inspection effort. Only Location 3 is expected to require significant restoration and traffic control, as the other two locations are off the road and unpaved.

In addition to these Design Tasks, this Scope includes pre-inspection planning and coordination with SewerVue and the City. It is assumed that SewerVue's effort is contracted directly to the City. Onsite assistance during the excavations and inspections is not included and would be addressed in a separate Scope or Amendment.

It is assumed that the work will be completed by a Contractor selected from the City's small works roster in a competitive bid.

The Scope is provided as follows. Exhibit B (attached), shows the not-to-exceed estimated cost for the effort.

DESIGN

Task 1 – Project Management and Oversight

Provide overall project management and oversight of the project work by the Project Manager and Principal-in-Charge. Services include the following:

- A. Procure sufficient staff resources to dedicate to the project.
- B. Manage and control project budget and schedule.
- C. Manage and provide monthly Progress Reports and invoices.

Task 2 – Kickoff Meeting

Conduct a kickoff meeting with the City staff to confirm Scope, identify critical path schedule and Task items, format and schedule for Deliverables, major project assignments, Stakeholder Contacts, and any special regulatory and funding agency requirements. The discussion will include, but not be limited to, the following topics:

- A. Review City-provided Record Drawings of existing system.
- B. Review and confirm project understanding.
- C. Review and confirm project schedule and Milestones/Deliverables.
- D. Identify project Stakeholders and discuss their needs and impacts on the project.
- E. Document the discussion of the meeting and distribute to all attendees.

Task 3 – Pre-Inspection Planning and Coordination with SewerVUE

- A. Conduct up to three remote meetings with SewerVUE and City staff.
- B. Review and comment on updated Proposal from SewerVUE and Contract with the City.
- C. Prepare a short Technical Memorandum (Letter Report) summarizing SewerVUE's site requirements and how they will be met, access issues, traffic control, schedules for excavation, inspection, restoration, and data evaluation.
- D. Coordinate SewerVUE's schedule with Contractor's.

Deliverable

- 1. Technical Memorandum.

Task 4 – 90 Percent Design

Prepare project Drawings, Specifications, and Cost Estimates for the work, representing a 90 Percent Design effort for City review and comment.

- A. Plans – Prepare Construction Plans in City-approved format to include title sheet, legend, location and vicinity maps, Plan and Profile Sheets, special notes, special details, etc.
- B. Specifications – Prepare project specifications in WSDOT format referencing the *2022 Standard Specifications for Road, Bridges, and Municipal Construction*. Specifications to include City-approved Proposal, Contract, and Bonding Documents, similar to that used in the bid form provided by the City for the 2023-2026 Commercial Sewer Tank Pumping Project.
- C. Quantities and Cost Estimates – Calculate bid quantities and prepare Construction Cost Estimates.
- D. Review Meeting – Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 5 – Final Design

Prepare Final Design Drawings and Specifications for use as Bid Documents suitable for small works roster bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting City requirements, adhering to City codes and State guidelines where, and when applicable. Plans shall be prepared in City-approved format to include Plan and Profile Sheets and special details. Services will include the following.

- A. Final Plans – Prepare Final Bid/Construction Plans in City-approved format to include title sheet, legend, vicinity and location map, Plan and Profile Sheets, special notes, special details, etc.
- B. Specifications (Final) – Prepare Final Specifications in WSDOT format to include Proposal, Contract, Bonding Documents, and Technical Specifications.
- C. Quantities and Cost Estimates – Prepare Final Quantity Takeoff and Construction-Level Construction Cost Estimate.

Task 6 – Quality Assurance/Quality Control

Oversee two in-house, quality assurance/quality control (QA/QC) meetings at Gray & Osborne's office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired). Meetings are to take place at the following levels.

- Kickoff.
- 90 Percent Design.

Ensure incorporation of relevant recommendations and suggestions into Bid/Construction Documents resulting from QA/QC reviews.

Task 7 – Bid Support

Assist the City during the bid phase. Services include the following.

- A. Support City staff to answer bid inquiries during bid phase.
- B. Support City staff to prepare any Bid Addenda as may be required.

SCHEDULE

The City desires the inspection to occur in July or August of 2024 to minimize school-related traffic impacts. It is anticipated that the project will be bid by April 2024.

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit B. This amount will not be exceeded without prior written authorization of the City.

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This Scope of Work and the resulting maximum amount payable is based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned Tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the Contract price.

1. It is assumed that the work will be completed by a Contractor selected from the City's small works roster in a competitive bid.
2. It is assumed that SewerVue's effort is contracted directly to the City.
3. Onsite assistance during the excavations and inspections is not included and would be addressed in a separate Scope or Amendment.

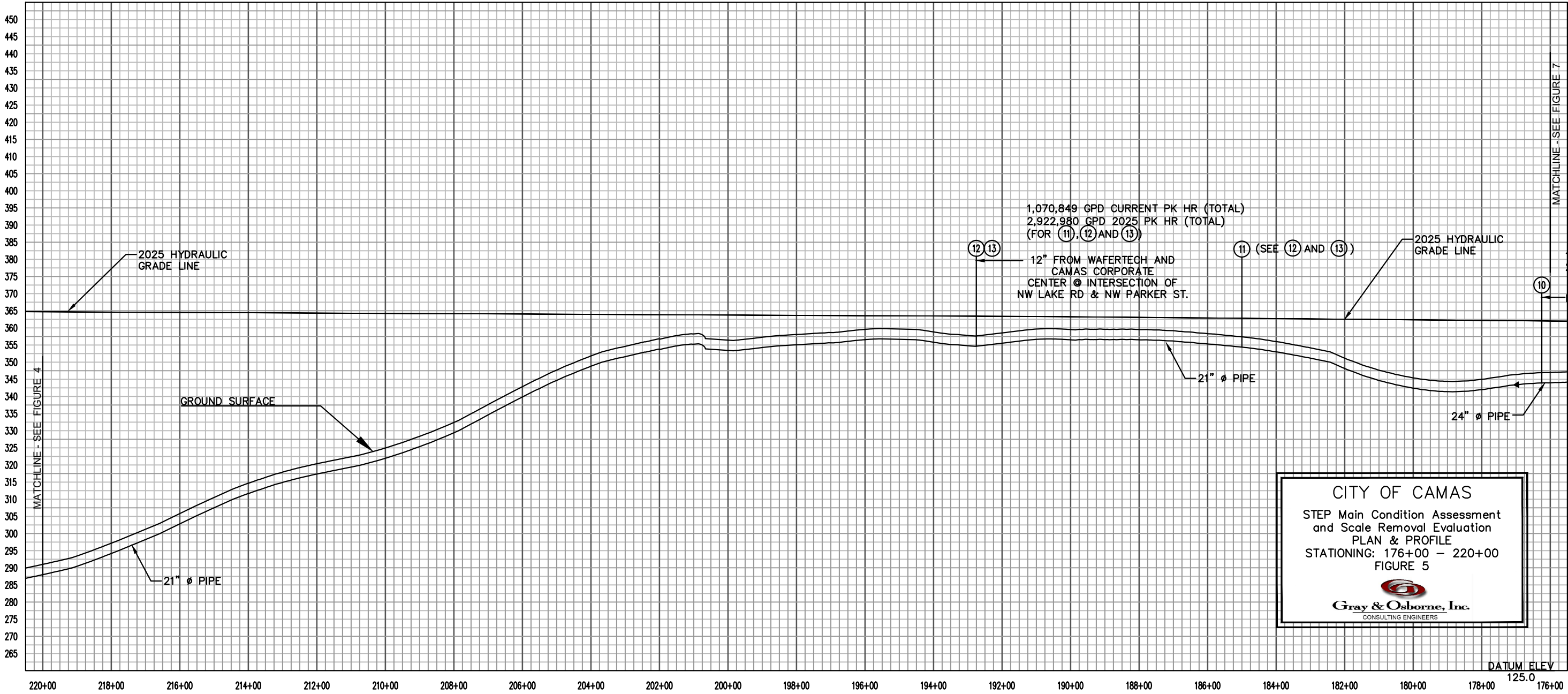
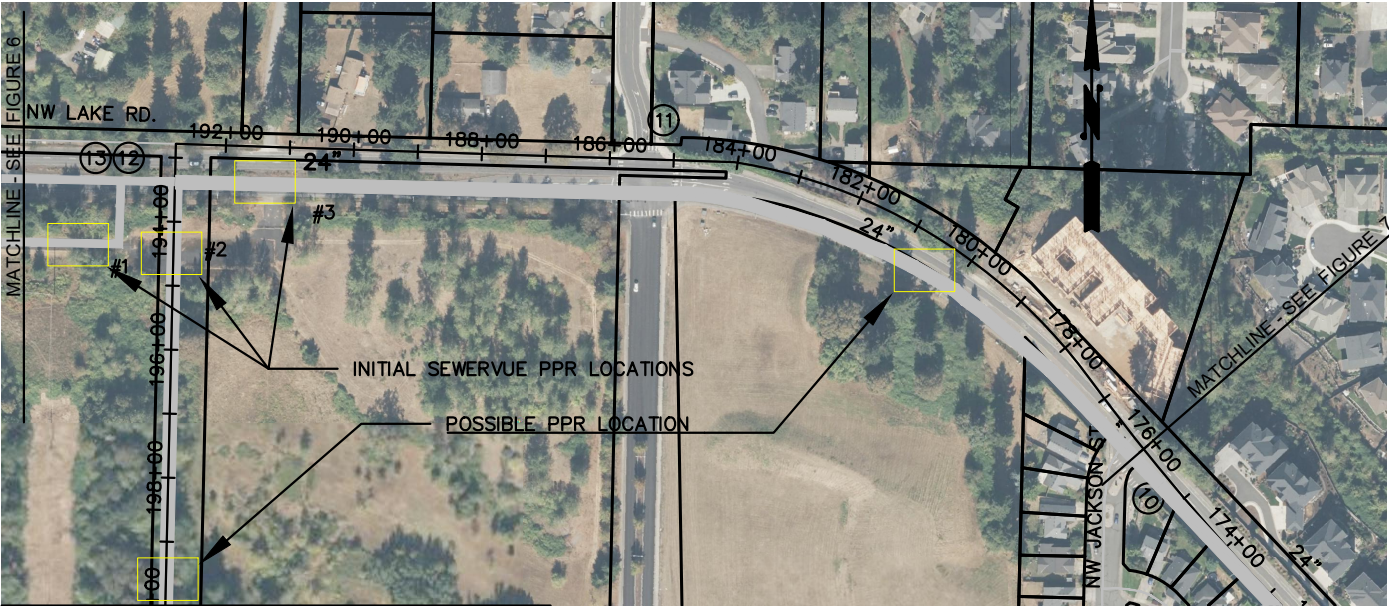


EXHIBIT “B”
COSTS FOR SCOPE OF SERVICES

EXHIBIT B**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST***City of Camas - Step Main Inspection - Design Services*

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	AutoCAD/ GIS Technician/ Engineer Intern Hours
1 Project Management and Oversight	4	8		
2 Kickoff Meeting		4	4	
3 Pre-Inspection Planning and Coordination with SewerVUE Technology	4	32	8	
4 90 Percent Design	2	12	16	20
5 Final Design		4	8	6
6 Quality Assurance/Quality Control	4	4	4	
7 Bid Support	2	4	4	2
Hour Estimate:	16	68	44	28
Fully Burdened Billing Rate Range:*	\$150 to \$245	\$140 to \$245	\$125 to \$185	\$65 to \$175
Estimated Fully Burdened Billing Rate:*	\$235	\$210	\$145	\$100
Fully Burdened Labor Cost:	\$3,760	\$14,280	\$6,380	\$2,800

Total Fully Burdened Labor Cost: \$ 27,220

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 300

TOTAL ESTIMATED COST: \$ 27,520

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

EXHIBIT “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).



**CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 5**

616 NE 4th Avenue
Camas, WA 98607

Project No. W1004

Well 6/14 Water Transmission Main

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the 5th day of January, 2024, by and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **WSP USA** 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 February 5, 2018, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

1. **Scope of Services.** Consultant agrees to perform additional services as identified on **Exhibit "A"** (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.

- 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 September 31, 2024

- b. ☐ Unchanged from Original/Previous Contract date of _____, 20__

Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement.

3. **Payment.** Based on the Scope of Services and assumptions noted in **Exhibit "A"**, Consultant proposes to be compensated on a time and material basis per **Exhibit "A"** (Costs for Scope of Services) with a total estimated not to exceed fee of:

- a. Previous not to exceed fee: \$225,194.87

- b. Amendment No. 4 \$73,024.83

- c. **Total: \$298,219.70**

- d. Consultant billing rates:

- ☐ Modification to Consultant Billing Rates per **Exhibit "C"** attached herein

- ☒ Unchanged from Original/Previous Contract

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

DATED this _____ day of _____, 20__.

CITY OF CAMAS:

WSP USA
Authorized Representative

By: _____

DocuSigned by:
By: Alex Shannon
6E787391489A459...

Print Name: _____

Print Name: Alex Shannon

Title: _____

Title: Sr. Vice President

Date: 1/8/2024

EXHIBIT “A”

AMENDED SCOPE OF SERVICES AND COSTS



20 December 2023

Mr. Rob Charles
Utilities Manager
City of Camas
1620 SE Eighth Avenue
Camas, WA 98607

Subject: Well 6/14 Water Transmission Main – Scope Amendment No. 05

Dear Mr. Charles:

Thank you for the opportunity to present this amendment for WSP to provide design and permitting services for the Well 6/14 Water Transmission Main project. This amendment is necessary to further investigate landslide hazards through geotechnical field exploration and testing. Testing will allow the Geotech to determine an estimated slope failure displacement in the event of an earthquake. Design documents will be updated based on findings from geotechnical testing.

PROJECT UNDERSTANDING

The Amendment 3 contract, (dated 7 June 2023) included bid ready design documents under the assumption that geotechnical testing was not required for design. The Draft Geotechnical Hazard Assessment Report indicates landslide hazards are highly likely due to steep slopes consisting of undocumented and un-engineered fill within the project area. The following scope of work assumes information found through geotechnical testing will not trigger a change in the alignment, however specifications and design criteria will need to be updated based on estimated displacement findings from the geotechnical investigation.

Draft SEPA, Shoreline Exemption Letter, Critical Areas Report, 90% plan, specifications, and estimate deliverables were prepared and provided to the City based on the assumption that no geotechnical hazards were present. Additional work under this contract amendment will include updates to the critical areas assessment, the SEPA checklist, shoreline exemption, and the bid set submittal documents based on findings from the geotechnical testing. This scope of work assumes a shoreline permit exemption will be granted. This understanding was confirmed in a virtual meeting with the City on October 20, 2023, with the City's Planning Director, Robert Maul.

Mr. Rob Charles
20 December 2023
Page 2

OVERALL ASSUMPTIONS

- The proposed waterline alignment is found within a critical geological hazard area. Waterlines are an allowed use, and a permit will not be required.
- The proposed waterline alignment is within shoreline jurisdiction due to the geologic hazard liquefaction mapping. However, an exemption will be requested. Should the exemption be denied, a contract amendment will be required to reroute the waterline outside of shoreline jurisdiction or amend the City's shoreline master program to allow waterlines in the Natural shoreline environment designation.
- Site plan review would not be required based on Camas Municipal Code 18.18.020(A)(3) and (B)(3).
- A landscape, tree, and vegetation plan will not be required.
- All work products will be provided in Microsoft Word or PDF format.

SCOPE OF SERVICES

The following is WSP's proposed scope of work to address the items outlined above.

Task 1. Project Management

This task in our original scope and fee is supplemented to extend the time of performance for the project beyond 2023 as described in Amendment 3. The new time of performance shall extend through August 2024. Project management work during the extended timeline includes additional invoicing, project updates, subconsultant management, and coordination.

Task 2.6. Geotechnical Site Review

Scope

Haley & Aldrich (H&A) will perform a field exploration and laboratory testing program to inform geotechnical recommendations for the pipeline design and construction. Specific services to be completed are the following items:

- Conduct a site visit to mark proposed explorations and identify potential obstacles to location access.
- Coordinate location of existing site utilities via the One-Call Service and through the use of a private locator for utility locates near the boring and test pit locations.
- Observe drilling by a subcontractor at two boring locations along the proposed alignment, including:
 - Observe and log two borings drilled as deep as 35 feet below existing ground surface (bgs) using sonic drilling methods.

Mr. Rob Charles
20 December 2023
Page 3

- Attempt to collect soil samples from each boring at 2.5 to 5-foot depth intervals by advancing split spoon samplers. (H&A anticipates that the presence of cobbles may preclude the collection of some samples).
- Observe test pit excavation by a subcontractor at up to six exploration locations along the proposed alignment. Test pits will be excavated to a maximum depth of up to 15 feet bgs using a track-mounted backhoe.
- Conduct a program of laboratory testing on select soil samples collected to evaluate engineering properties of the materials. For budgeting purposes, it is assumed testing will include moisture content and grain size distributions determinations, and a suite of tests to identify soil corrosion potential. However, actual tests will depend upon the materials encountered during explorations.
- Evaluate soil conditions encountered during field exploration work; evaluate seismic hazards; and develop geotechnical design recommendations and general construction guidelines for pipelines. The analysis will include the following:
 - Development of seismic design parameters and evaluation of the potential for liquefaction, seismic settlement, lateral spread, and seismic slope instability.
 - Geotechnical engineering assessments and recommendations for the pipeline including subgrade properties, corrosion potential, and bedding and backfill material requirements.
 - Soil settlement potential under pipe and backfill loads.
 - Anticipated subgrade conditions and potential need for pipe subgrade stabilization.
 - Recommendations for open excavation, trenchless construction, subgrade stabilization, shoring, and ground control during construction.
 - Lateral earth pressures for shoring design, including active, at-rest, and passive pressures.
 - Backfill recommendations for the pipeline and compaction criteria.
- Prepare a geotechnical exploration report (draft and final versions in PDF format), including:
 - Summary of subsurface conditions;
 - Geological profiles along the pipeline alignment;
 - Results of engineering analysis; and
 - Recommendations for the pipeline design and construction.

Mr. Rob Charles
20 December 2023
Page 4

- Provide project management and support services, including staff coordination, subcontractor coordination, and telephone consultations with the design team.

Task 2 Assumptions

- Others will coordinate right-of-way access for reconnaissance of and explorations along the project alignment.
- H&A will complete a one-day site visit prior to the start of drilling for utility clearance and site access evaluation. Boring locations will be marked by stakes for public utility clearance purposes.
- Soil cuttings from borings will be drummed and removed from the site. Borings will be backfilled with bentonite.
- Test pits will be backfilled with spoils and backfill will be tamped in place using excavator-mounted equipment. No compaction testing of backfill is proposed.
- H&A will not survey locations and elevations of completed explorations.
- Permits, if necessary to perform the site exploration activities, will be provided by the city.

Task 2 Deliverables

- Draft Geotechnical Investigation Report in PDF.
- Final Geotechnical Investigation Report in PDF

Task 5. Bid Set Submittal

Task 5.1. Final Bid Set

Finalize the plans, specifications, and cost estimate for bidding purposes. Incorporate review comments from the 90% Submittal stage and update documents per Geotechnical investigation findings.

Task 5 Assumptions

- No alignment changes.

Task 5 Deliverables

- Final Bid Set Plans, Specifications and Cost Estimate in PDF Format

Mr. Rob Charles
20 December 2023
Page 5

Task 6. Permitting Services

Task 6.1. Revised Critical Areas Assessment

A draft critical areas assessment for the project was completed in November 2023. The report will be updated to reflect the findings of the geotechnical site investigation in Task 2.6. Additionally, the project is now located within shoreline jurisdiction and the critical areas assessment will be updated to reflect the Shoreline Master Program regulations found in Chapter 16.50.

Task 6.2. Revised SEPA Checklist and Shoreline Exemption Letter

Based on the geotechnical site investigation findings prepared by Haley & Aldrich and the revised critical areas assessment, WSP will update the draft SEPA checklist to address geologically hazardous areas to ensure compliance with the City's code. To update the checklist, WSP will:

- Revise the Earth section, if required, to incorporate findings from the geotechnical site investigation.
- Revise the Water section to include updated findings from the revised critical areas assessment.
- Revise the Land and Shoreline use section to discuss critical areas and shoreline jurisdiction based on available mapping, the geotechnical report, and the updated critical areas assessment.
- Revise the shoreline exemption letter to reflect the geotechnical site investigation findings.
- Provide the revised draft checklist to the City's utilities manager for review.
- Revise the SEPA checklist once based on comments from the City's utilities manager and Community Development staff.
- Review the City's draft staff report and draft an email requesting edits to the conditions of approval.
- Attend one, 1-hour meeting with the project team and Community Development staff to discuss the project after submittal of the SEPA checklist and the shoreline exemption letter.
- Provide the shoreline exemption letter, SEPA checklist, standard application form (already completed), and plans to the City's utility manager for submittal to the City.

Task 6 Assumptions

- The geotechnical site investigation will indicate that on-site slopes are a landslide risk, but mitigation will be achieved through specifying hazard resilient pipe that will allow for continued function after the landslide. No additional mitigation will be required.
- There will be a 1-hour meeting with Community Development staff and a WSP project engineer, and senior planner, and natural resources scientist will attend.
- SEPA and shoreline submittal fees will be paid directly by the City of Camas.

Mr. Rob Charles
20 December 2023
Page 6

- Haley & Alrich will provide a geotechnical site investigation report to document the estimated slope displacement. If estimated slope displacement cannot be mitigated through a hazard resilient pipe, a scope amendment will be required to shift the water alignment outside of the geological hazard area.
- The city will be the lead agency and will make the SEPA threshold determination.
- The city is responsible for SEPA notice and review.
- SEPA review by the city will result in a determination that impacts are not significant.
- One round of review of the revised SEPA checklist and shoreline exemption by the City's utility manager
- Preparation of responses to questions in the checklist will involve coordination with the city based on the 90 percent design-level plans from Amendment 3.
- The City's utility manager will submit the shoreline exemption application and SEPA checklist to the Community Development Department after receipt from WSP

Task 6 Deliverables

- Revised draft and final critical areas site assessment report
- Draft and final revisions to the SEPA checklist
- Draft and final shoreline exemption letter

SCHEDULE

The schedule for these tasks is estimated to extend through August 2024 for design and permitting.

FEE ESTIMATE

We propose a not-to-exceed budget of \$73,024.83. This fee will be accrued on a time-and-materials basis. If you agree with this proposal, please incorporate this scope of work into the City's contracting documentation. A fee breakdown by task is provided below:

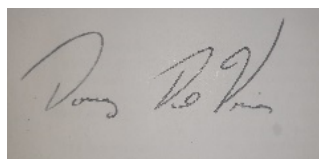
Mr. Rob Charles
20 December 2023
Page 7

Task 1	\$15,125.67
Task 2	\$2,371.53
Task 2.6 ¹	\$30,250.00
Task 5	\$15,792.03
Task 6	\$9,485.60
TOTAL	\$73,024.83

1. Work to be completed by Haley & Aldrich

Thank you for the opportunity to provide this amendment and we look forward to working with you. If you have any questions or comments about this proposal, please contact me at 503-290-1341 and Douglas.DeVries@wsp.com or Sarah Merrill at 503-417-9362 and Sarah.Merrill@wsp.com.

Sincerely,



Douglas De Vries, P.E.
Sr. Water/Wastewater Engineer



Sarah Lingley
Sr. Vice President

City of Camas Surplus Equipment 2024					
EQ #	Description	Model Year	Manufacturer ID	Model ID	VIN
397	Pickup	2001	Dodge	3500	3B6MC36651M565417
398	Riding Mower	2012	HUSTLER	932681 SUPER Z	12051688
402	Sedan	2013	FORD	TAURES	1FAHP2M87DG222550
429	Riding Mower	2015	TORO	3280-D	30345 / 314000325
437	Street Sweeper	2015	ELGIN	CROSSWIND SWEEPER	516M1DB25FH219206
443	SUV	2015	FORD	INTERCEPTOR UTILITY	1FM5K8AT1FGC41746
448	Labrie Garbage Truck	2016	PETERBILT	320	3BPZLJ0XXGF106808
449	Labrie Garbage Truck	2016	PETERBILT	320	3BPZLJ0X1HF107394
308	Utility Trailer	2003	Eagle	Utility Trailer	1C9BE24283P694019
219	Fire - Brush Truck	1993	Chevy	3500	1GBJK34NXPE226246
412	Ambulance	2009	FORD	F450	1FDAF46R09EA18185

SHEET INDEX

PAGE 1	PERIMETER LEGAL DESCRIPTION, APPROVALS, PLAT NOTES, SURVEYOR'S CERTIFICATE, DECLARANT DECLARATION, ACKNOWLEDGEMENTS
PAGE 2	BOUNDARY, NARRATIVE, LEGEND, REFERENCES, CURVE TABLE, LINE TABLE, DETAIL
PAGE 3	LOTS 72-112, TRACTS K, L, M, AND N, LEGEND, REFERENCES, CURVE TABLE, LINE TABLE, RIGHT-OF-WAY NOTES, DETAIL A, B, C, D, AND E
PAGE 4	LOTS 113-128, LOTS 132-147, TRACTS O AND P, LEGEND, REFERENCES, CURVE TABLE, RIGHT-OF-WAY NOTES, CURB SCREW TABLE, DETAIL F, G, AND H
PAGE 5	LOTS 129-131, LOTS 148-152, TRACTS R, Q, S, AND T, LEGEND, REFERENCES, CURVE TABLE, RIGHT-OF-WAY NOTES

PLAT NOTES

- THIS DEVELOPMENT SHALL BE A PART OF THE LACAMAS HILLS HOMEOWNER'S ASSOCIATION (HOA). THE DECLARATION (CC&R'S) FOR LACAMAS HILLS (ORIGINALLY APPROVED AS CJ DENS) WAS RECORDED UNDER CLARK COUNTY RECORDING NUMBER 6107251 AND AS AMENDED PER CLARK COUNTY RECORDING NUMBER 6153351. THE CC&R'S SHALL BE AMENDED PER THE DECLARANT DECLARATION ON THIS PAGE. COPIES OF THE CC&R'S SHALL BE SUBMITTED AND ON FILE WITH THE CITY OF CAMAS.
- THE HOMEOWNER'S ASSOCIATION (HOA) IS RESPONSIBLE FOR MAINTAINING ALL PRIVATE ROADS AND ASSOCIATED INFRASTRUCTURE IN THIS SUBDIVISION, INCLUDING BUT NOT LIMITED TO THE PAVEMENT, CURBS, SIDEWALKS, WALLS, LANDSCAPING, STREET LIGHTS, AND STORM DRAINAGE UTILITIES.
- AN ACCESS AND UTILITY MAINTENANCE EASEMENT IS PROVIDED TO THE CITY OF CAMAS OVER THE PRIVATE ROAD TRACTS FOR THE INSPECTION, MAINTENANCE AND OPERATION OF SAID PUBLIC WATER AND SANITARY SEWER LINES.
- THE FOLLOWING SETBACKS SHALL APPLY TO ALL LOTS: FRONT YARD 10-FEET, FRONT YARD GARAGE 20-FEET, REAR YARD 15-FEET, SIDE YARD 5-FEET, CORNER REAR YARD 5-FEET, SIDE YARD FLANKING A STREET 10-FEET. GARAGE SETBACK FROM FRONT OF DWELLING IS 5-FEET. LOT COVERAGE IS 50%.
- NO FURTHER SHORT PLATTING OR SUBDIVIDING WILL BE PERMITTED.
- A FINAL OCCUPANCY PERMIT WILL NOT BE ISSUED BY THE BUILDING DEPARTMENT UNTIL ALL SUBDIVISION IMPROVEMENTS SHOWN ON APPROVED CONSTRUCTION PLANS ARE COMPLETED AND ACCEPTED BY THE CITY.
- THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO TRAFFIC IMPACT FEES, SCHOOL IMPACT FEES, AND PARK/OPEN SPACE IMPACT FEES. EACH NEW DWELLING UNIT WILL BE SUBJECT TO THE PAYMENT OF APPROPRIATE IMPACT FEES AT THE TIME OF BUILDING PERMIT ISSUANCE OR AS OTHERWISE PROVIDED BY THE CITY.
- PRIOR TO THE BUILDING DEPARTMENT ISSUING A CERTIFICATE OF OCCUPANCY, EACH LOT SHALL INSTALL A MINIMUM OF ONE 2" CALIPER TREE TO BE LOCATED IN THE PLANTER STRIP AS SPECIFIED ON THE PLAT. SPECIFIED TREES SHALL BE MAINTAINED IN GOOD HEALTH, AND DAMAGED OR DYING TREES SHALL BE PROMPTLY REPLACED (WITHIN SIX MONTHS) BY THE HOMEOWNER.
- AUTOMATIC FIRE SPRINKLER SYSTEMS DESIGNED AND INSTALLED IN ACCORDANCE WITH NFPA 13D ARE REQUIRED IN ALL STRUCTURES.
- ILLEGALLY PARKED VEHICLES MAY BE SUBJECT TO TOWING OR OTHER PRIVATE PARKING ENFORCEMENT MEASURES IN ACCORDANCE WITH THE PROVISIONS OUTLINED IN THE HOA DOCUMENTS.
- PRIOR TO OCCUPANCY FOR EACH HOME WITH AN IRRIGATION SYSTEM, THE BUILDER SHALL SUBMIT ACCEPTABLE BACK FLOW DEVICE (BFD) TESTING FOR EACH IRRIGATION METER INSTALLED AND PROVIDE SAID TESTING RESULTS TO THE CITY.
- LOTS 141-152 SHALL DIRECT OUTDOOR LIGHTING AND SPEAKERS AWAY FROM THE WETLAND LOCATED ON TRACT J OF "CJ DENS SUBDIVISION PHASE 1" (312-246).
- TREE TOPPING IS PROHIBITED.
- THE LOTS WITHIN THIS SUBDIVISION ARE LOCATED WITHIN AIRPORT AFFECTED AREA - ZONE C.
- TRACTS K, L, AND R ARE PRIVATE PARKING AREAS TO BE OWNED AND MAINTAINED BY THE HOA.
- TRACTS N, O, AND P ARE PRIVATE, ACCESS ROADS TO BE OWNED AND MAINTAINED BY THE HOA, SEE PLAT NOTE NUMBER 2. TRACT N, O, AND P ARE SUBJECT TO A SANITARY SEWER EASEMENT TO THE CITY OF CAMAS.
- TRACTS M AND Q ARE AN OPEN SPACE TRACTS, WHICH ARE INTENDED FOR PASSIVE AND RECREATIONAL USES, TO BE OWNED AND MAINTAINED BY THE HOA.
- TRACT S IS A STORMWATER FACILITY TO BE OWNED AND MAINTAINED BY THE HOA WITH AN ACCESS EASEMENT GRANTED TO THE CITY FOR INSPECTION PURPOSES.
- TRACT T CONSISTS OF FUTURE RIGHT-OF-WAY THAT IS CONVEYED TO THE CITY OF CAMAS FOR FUTURE ROADWAY IMPROVEMENTS.
- A 10.00-FOOT PRIVATE STORMWATER EASEMENT OVER LOTS 72 THROUGH 77 IS HEREBY GRANTED TO LOTS 73 THROUGH 78. LOTS 72 THROUGH 78 SHALL SHARE EQUALLY IN THE COSTS OF MAINTENANCE AND REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT USED IN COMMON, WITH THE EXCEPTION THAT NO LOT SHALL BE RESPONSIBLE FOR THE COSTS OF MAINTENANCE OR REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT ABOVE ITS POINT OF CONNECTION. THE LOTS RESPONSIBLE FOR MAINTENANCE AND REPAIR COSTS SHALL ALSO BE RESPONSIBLE FOR RESTORATION OF THE AFFECTED AREA TO SUBSTANTIALLY THE SAME CONDITION AS EXISTED PRIOR TO UNDERTAKING THE MAINTENANCE OR REPAIR.
- A 10.00-FOOT PRIVATE STORMWATER EASEMENT OVER LOTS 113 THROUGH 114 IS HEREBY GRANTED TO LOTS 114 AND 115. LOTS 113 THROUGH 115 SHALL SHARE EQUALLY IN THE COSTS OF MAINTENANCE AND REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT USED IN COMMON, WITH THE EXCEPTION THAT NO LOT SHALL BE RESPONSIBLE FOR THE COSTS OF MAINTENANCE OR REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT ABOVE ITS POINT OF CONNECTION. THE LOTS RESPONSIBLE FOR MAINTENANCE AND REPAIR COSTS SHALL ALSO BE RESPONSIBLE FOR RESTORATION OF THE AFFECTED AREA TO SUBSTANTIALLY THE SAME CONDITION AS EXISTED PRIOR TO UNDERTAKING THE MAINTENANCE OR REPAIR.
- A VARIABLE WIDTH PRIVATE STORMWATER EASEMENT OVER LOTS 115, 116, 121, 122, 123, AND 128, AND TRACTS O AND P IS HEREBY GRANTED TO LOTS 115, 116, 119, 121, 122, 123, 126, 127, AND 128. LOTS 115, 116, 119, 121, 122, 123, 126, 127, AND 128 SHALL SHARE EQUALLY IN THE COSTS OF MAINTENANCE AND REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT USED IN COMMON, WITH THE EXCEPTION THAT NO LOT SHALL BE RESPONSIBLE FOR THE COSTS OF MAINTENANCE OR REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT ABOVE ITS POINT OF CONNECTION. THE LOTS RESPONSIBLE FOR MAINTENANCE AND REPAIR COSTS SHALL ALSO BE RESPONSIBLE FOR RESTORATION OF THE AFFECTED AREA TO SUBSTANTIALLY THE SAME CONDITION AS EXISTED PRIOR TO UNDERTAKING THE MAINTENANCE OR REPAIR.
- A 10.00-FOOT PRIVATE STORMWATER EASEMENT OVER LOTS 90 THROUGH 97 IS HEREBY GRANTED TO LOTS 91 THROUGH 98. LOTS 90 THROUGH 98 SHALL SHARE EQUALLY IN THE COSTS OF MAINTENANCE AND REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT USED IN COMMON, WITH THE EXCEPTION THAT NO LOT SHALL BE RESPONSIBLE FOR THE COSTS OF MAINTENANCE OR REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT ABOVE ITS POINT OF CONNECTION. THE LOTS RESPONSIBLE FOR MAINTENANCE AND REPAIR COSTS SHALL ALSO BE RESPONSIBLE FOR RESTORATION OF THE AFFECTED AREA TO SUBSTANTIALLY THE SAME CONDITION AS EXISTED PRIOR TO UNDERTAKING THE MAINTENANCE OR REPAIR.
- A 10.00-FOOT PRIVATE STORMWATER EASEMENT OVER LOTS 103 THROUGH 106 IS HEREBY GRANTED TO LOTS 104 THROUGH 106. LOTS 104 THROUGH 106 SHALL SHARE EQUALLY IN THE COSTS OF MAINTENANCE AND REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT USED IN COMMON, WITH THE EXCEPTION THAT NO LOT SHALL BE RESPONSIBLE FOR THE COSTS OF MAINTENANCE OR REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT ABOVE ITS POINT OF CONNECTION. THE LOTS RESPONSIBLE FOR MAINTENANCE AND REPAIR COSTS SHALL ALSO BE RESPONSIBLE FOR RESTORATION OF THE AFFECTED AREA TO SUBSTANTIALLY THE SAME CONDITION AS EXISTED PRIOR TO UNDERTAKING THE MAINTENANCE OR REPAIR.
- TRACT K IS SUBJECT TO A STORMWATER ACCESS EASEMENT TO THE CITY OF CAMAS FOR INSPECTION PURPOSES ONLY.
- A 20.00-FOOT PRIVATE ACCESS EASEMENT OVER LOTS 115 AND 116 IS HEREBY GRANTED TO LOTS 115 AND 116. LOTS 115 AND 116 SHALL SHARE EQUALLY IN THE COSTS OF MAINTENANCE AND REPAIR OF THE DRIVEWAY FACILITIES WITHIN SAID EASEMENT USED IN COMMON.
- FOR ANY LOTS UTILIZING A SANITARY SEWER GRINDER PUMP, THE OWNERSHIP AND MAINTENANCE OF THE SANITARY SEWER GRINDER PUMP SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS.
- A 12.00-FOOT PRIVATE STORMWATER EASEMENT OVER LOT 144 IS HEREBY GRANTED TO LOT 143. LOTS 143 AND 144 SHALL SHARE EQUALLY IN THE COSTS OF MAINTENANCE AND REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT USED IN COMMON, WITH THE EXCEPTION THAT NO LOT SHALL BE RESPONSIBLE FOR THE COSTS OF MAINTENANCE OR REPAIR OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT ABOVE ITS POINT OF CONNECTION. THE LOTS RESPONSIBLE FOR MAINTENANCE AND REPAIR COSTS SHALL ALSO BE RESPONSIBLE FOR RESTORATION OF THE AFFECTED AREA TO SUBSTANTIALLY THE SAME CONDITION AS EXISTED PRIOR TO UNDERTAKING THE MAINTENANCE OR REPAIR.

PERIMETER LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER AND SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF CAMAS, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 34; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 34 SOUTH 00°15'40" EAST 1320.01 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35 NORTH 89°50'07" EAST 970.30 FEET TO THE NORTHERLY NORTHWEST CORNER OF THE TRACT PER AUDITOR'S FILE NUMBER 5952433 AND THE POINT OF BEGINNING; THENCE ALONG THE NORTHWEST LINE OF SAID TRACT SOUTH 28°59'25" WEST 51.52 FEET; THENCE LEAVING SAID NORTHWEST LINE NORTH 89°50'07" EAST 211.89 FEET; THENCE SOUTH 04°38'29" WEST 9.49 FEET; THENCE SOUTH 14°00'03" WEST 122.83 FEET; THENCE SOUTH 23°52'41" WEST 106.18 FEET; THENCE SOUTH 24°28'38" WEST 59.80 FEET; THENCE SOUTH 37°51'45" WEST 66.09 FEET; THENCE SOUTH 52°09'31" WEST 118.96 FEET; THENCE SOUTH 76°12'31" WEST 172.58 FEET; THENCE SOUTH 79°31'15" WEST 69.44 FEET; THENCE SOUTH 13°47'29" EAST 104.01 FEET; THENCE NORTH 76°12'31" EAST 3.26 FEET; THENCE SOUTH 13°47'29" EAST 162.00 FEET; THENCE NORTH 76°12'31" EAST 16.22 FEET; THENCE SOUTH 00°19'34" EAST 99.80 FEET; THENCE SOUTH 13°17'03" WEST 15.00 FEET; THENCE SOUTH 76°42'57" EAST 12.59 FEET; THENCE SOUTH 13°17'03" WEST 152.00 FEET; THENCE NORTH 76°42'57" WEST 240.00 FEET; THENCE SOUTH 13°17'03" WEST 88.74 FEET; THENCE SOUTH 24°40'04" WEST 10.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT (RADIAL: NORTH 24°40'04" EAST) WITH A RADIUS OF 74.00 FEET, A DELTA OF 19°50'43", A LENGTH OF 25.63, AND A CHORD OF NORTH 55°24'35" WEST 25.50 FEET; THENCE NORTH 44°30'47" EAST 25.50 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT (RADIAL: NORTH 44°30'47" EAST) WITH A RADIUS OF 48.50 FEET, A DELTA OF 48°45'42", A LENGTH OF 41.28 FEET, AND A CHORD OF NORTH 21°06'22" WEST 40.04 FEET; THENCE NORTH 03°16'29" EAST 10.09 FEET; THENCE NORTH 86°43'31" WEST 37.00 FEET; THENCE SOUTH 03°16'29" WEST 10.09 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 85.50 FEET, A DELTA OF 04°32'50", A LENGTH OF 6.79 FEET, AND A CHORD OF SOUTH 01°00'04" WEST 6.78 FEET; THENCE SOUTH 88°43'39" WEST 97.93 FEET; THENCE SOUTH 33°01'43" WEST 104.58 FEET; THENCE SOUTH 56°58'17" EAST 60.00 FEET; THENCE SOUTH 32°54'03" EAST 70.65 FEET; THENCE SOUTH 58°01'57" EAST 100.78 FEET; THENCE SOUTH 76°42'57" EAST 371.63 FEET; THENCE NORTH 76°16'02" EAST 35.88 FEET; THENCE SOUTH 17°02'23" EAST 54.47 FEET; THENCE SOUTH 54°21'17" WEST 20.00 FEET; THENCE SOUTH 35°38'43" EAST 10.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT (RADIAL: SOUTH 54°06'45" WEST) WITH A RADIUS OF 30.00 FEET, A DELTA OF 84°58'16", A LENGTH OF 44.49 FEET, AND A CHORD OF SOUTH 06°35'53" WEST 40.52 FEET; THENCE SOUTH 54°21'17" WEST 12.76 FEET; THENCE SOUTH 35°38'43" EAST 24.00 FEET; THENCE SOUTH 54°21'17" WEST 4.62 FEET; THENCE SOUTH 09°55'05" EAST 109.89 FEET; THENCE NORTH 66°25'49" EAST 81.26 FEET; THENCE NORTH 55°50'51" EAST 183.56 FEET TO THE WEST LINE OF THE PLAT "DEERHAVEN PHASE 1" (311-573); THENCE ALONG SAID WEST LINE NORTH 00°36'46" WEST 41.88 FEET; THENCE ALONG THE WEST LINE OF AUDITOR'S FILE NO. 5864948 AND SAID PLAT NORTH 89°51'09" EAST 236.13 FEET TO THE NORTHEAST CORNER OF SAID PLAT; THENCE ALONG THE EAST LINE OF THE TRACT PER AUDITOR'S FILE NUMBER 5952433 NORTH 00°06'32" WEST 853.91 FEET; THENCE ALONG THE WEST LINE OF SAID AUDITOR'S FILE NUMBER 5865721 NORTH 00°31'29" WEST 79.06 FEET; THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°12'03" WEST 287.64 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35 SOUTH 89°50'07" WEST 352.79 FEET TO THE POINT OF BEGINNING.

CONTAINS APPROXIMATELY 17.56 ACRES.

LACAMAS HILLS PHASE 2 AND 3

(PRELIMINARY APPROVAL AS CJ DENS SUBDIVISION)

(A PLAT COMMUNITY AS DEFINED IN WUCIOA)

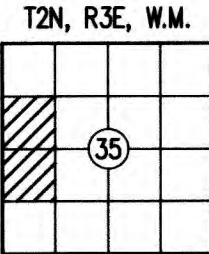
LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35,

TOWNSHIP 2 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN,

CITY OF CAMAS, CLARK COUNTY, WASHINGTON

(FINAL ORDER #SUB20-02)

DECEMBER 2023



DECLARANT DECLARATION:

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED LACAMAS HILLS, A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND IS RECORDED WITH AN AMENDMENT TO THE DECLARATION FOR LACAMAS HILLS RECORDED UNDER CLARK COUNTY RECORDING NUMBER 6107251, RE-RECORDED UNDER RECORDING NUMBER 6153351 AND AMENDMENT THERETO RECORDED UNDER CLARK COUNTY RECORDING NO. _____.

ARROYO CAP II-1, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ DATE _____
NAME: _____
TITLE: _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON THAT APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT; ON OATH STATED THAT THEY WERE AUTHORIZED TO EXECUTE THE INSTRUMENT; AND ACKNOWLEDGED IT, AS AUTHORIZED SIGNATOR OF ARROYO CAP II-1, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY SIGNATURE _____
DATED: _____
PRINTED NAME: _____
NOTARY PUBLIC IN AND FOR THE STATE OF _____
MY COMMISSION EXPIRES _____

LAND SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF ARROYO CAP II-1, LLC, IN MAY, 2022. I HEREBY CERTIFY THAT THIS MAP FOR "LACAMAS HILLS PHASE 2 AND 3" IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

JAMES O. HANNON
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 54200

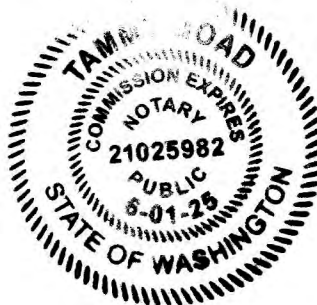


ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF CLARK } SS

SIGNED OR ATTESTED BEFORE ME ON 12-11-23 BY JAMES O. HANNON.

Tammy Moad
NOTARY SIGNATURE
DATED: 12-11-23
PRINTED NAME: Tammy Moad
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
MY COMMISSION EXPIRES 6-1-25



CITY OF CAMAS MAYOR

CITY OF CAMAS MAYOR _____ DATE _____

CITY OF CAMAS FINANCE DIRECTOR

THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS, AND ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY THAT IS DEDICATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE ARE PAID IN FULL AT THE DATE OF CERTIFICATION.

ATTESTED BY: _____ DATE _____
CITY OF CAMAS FINANCE DIRECTOR

CITY OF CAMAS
COMMUNITY DEVELOPMENT

APPROVED BY: _____ DATE _____
CITY OF CAMAS COMMUNITY DEVELOPMENT
DIRECTOR OR DESIGNEE

CITY OF CAMAS PUBLIC WORKS DEPARTMENT

A) ALL IMPROVEMENTS HAVE BEEN INSTALLED OR FINANCIALLY SECURED IN ACCORDANCE WITH THE REQUIREMENTS OF CMC TITLE 17 AND THE PRELIMINARY PLAT APPROVAL;

B) ALL IMPROVEMENTS CAN OR WILL MEET CURRENT PUBLIC WORKS DRAWING STANDARDS FOR ROAD, UTILITY AND DRAINAGE CONSTRUCTION PLANS;

C) ORIGINAL AND REPRODUCIBLE MYLAR OR ELECTRONIC RECORDS OF INSTALLED IMPROVEMENTS IN A FORMAT APPROVED BY THE PUBLIC WORKS DIRECTOR OR DESIGNEE AND CERTIFIED BY THE DESIGNING ENGINEER AS BEING "AS CONSTRUCTED" HAVE BEEN SUBMITTED OR FINANCIALLY SECURED FOR CITY RECORDS.

CITY OF CAMAS ENGINEER OR DESIGNEE _____ DATE _____

CAMAS-WASHOUGAL FIRE DEPARTMENT

APPROVED BY: _____ DATE _____
CAMAS-WASHOUGAL FIRE CHIEF OR DESIGNEE

CLARK COUNTY ASSESSOR

THIS PLAT MEETS THE REQUIREMENTS OF RCW 58.17.170, LAWS OF WASHINGTON, 1981, TO BE KNOWN AS "LACAMAS HILLS PHASE 2 AND 3" PLAT NO. _____ CLARK COUNTY, WASHINGTON

CLARK COUNTY ASSESSOR _____ DATE _____


CLARK COUNTY AUDITOR

FILED FOR RECORD THIS _____ DAY OF _____, 2023, AT _____ AM/PM IN BOOK _____ OF PLATS, AT PAGE _____, AT THE REQUEST

OF ARROYO CAP II-1, LLC.
AUDITOR'S FILE NUMBER _____

COUNTY AUDITOR _____

SHEET 1 OF 5

JOB NAME: CJ DENS	AKS ENGINEERING & FORESTRY, LLC 9600 NE 126TH AVE, STE 2520 VANCOUVER, WA 98682 360.882.0419 WWW.AKS-ENG.COM	
JOB NUMBER: 5504-01		
DRAWN BY: CJC		
CHECKED BY: JOH		
DRAWING NO.: 5504-01CPLAT PH 2&3	ENGINEERING • SURVEYING • NATURAL RESOURCES FORESTRY • PLANNING • LANDSCAPE ARCHITECTURE	

LACAMAS HILLS PHASE 2 AND 3

(PRELIMINARY APPROVAL AS CJ DENS SUBDIVISION)

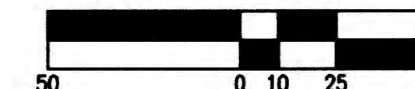
(A PLAT COMMUNITY AS DEFINED IN WUCIOA)

LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE
NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35,
TOWNSHIP 2 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN,
CITY OF CAMAS, CLARK COUNTY, WASHINGTON

(FINAL ORDER #SUB20-02)

DECEMBER 2023

SCALE: 1" = 50 FEET



DETAIL SCALE: 1" = 50'

NARRATIVE

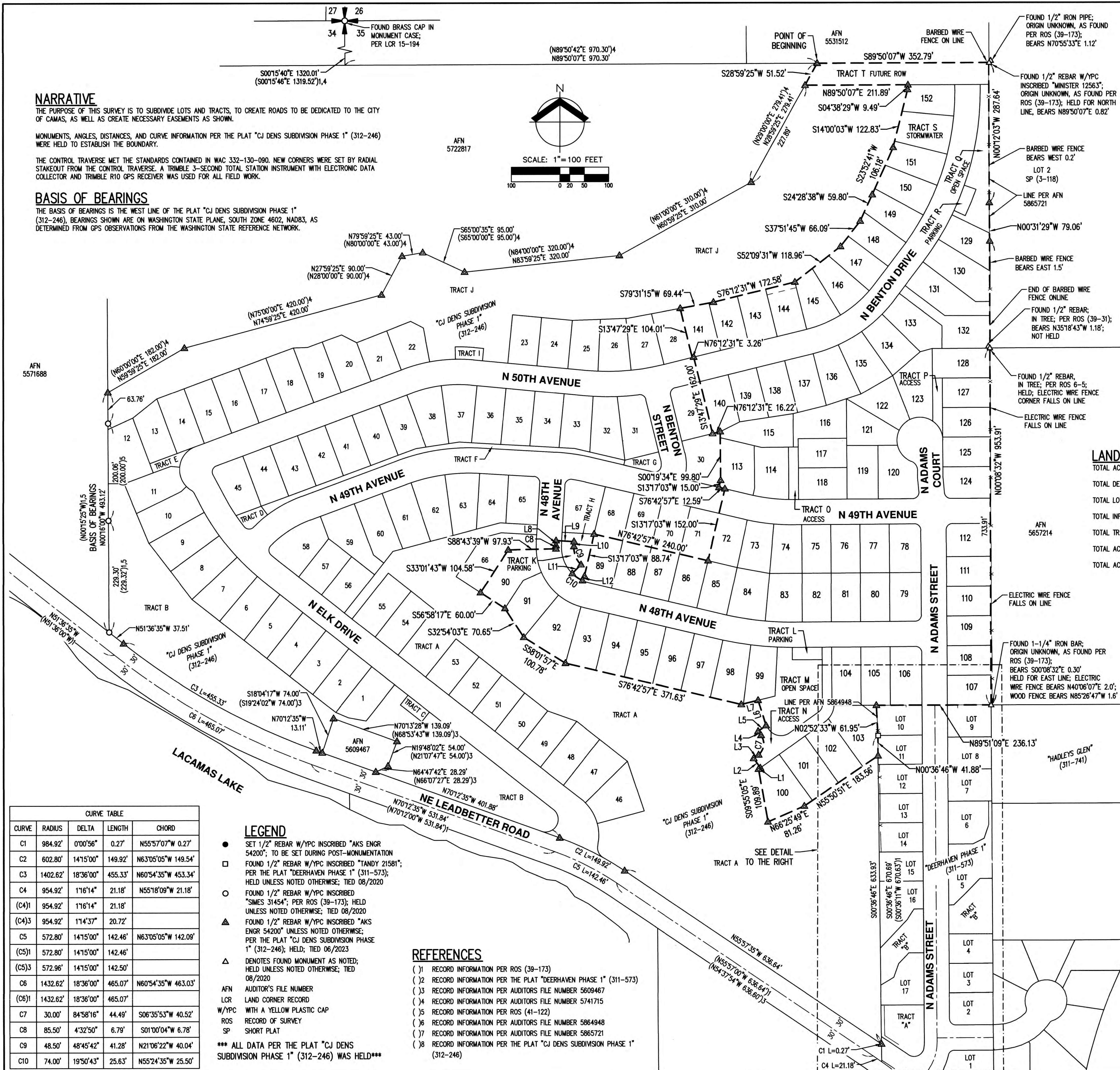
THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE LOTS AND TRACTS, TO CREATE ROADS TO BE DEDICATED TO THE CITY OF CAMAS, AS WELL AS CREATE NECESSARY EASEMENTS AS SHOWN.

MONUMENTS, ANGLES, DISTANCES, AND CURVE INFORMATION PER THE PLAT "CJ DENS SUBDIVISION PHASE 1" (312-246) WERE HELD TO ESTABLISH THE BOUNDARY.

THE CONTROL TRAVERSE MET THE STANDARDS CONTAINED IN WAC 332-130-090. NEW CORNERS WERE SET BY RADIAL STAKEOUT FROM THE CONTROL TRAVERSE. A TRIMBLE 3-SECOND TOTAL STATION INSTRUMENT WITH ELECTRONIC DATA COLLECTOR AND TRIMBLE R10 GPS RECEIVER WAS USED FOR ALL FIELD WORK.

BASIS OF BEARINGS

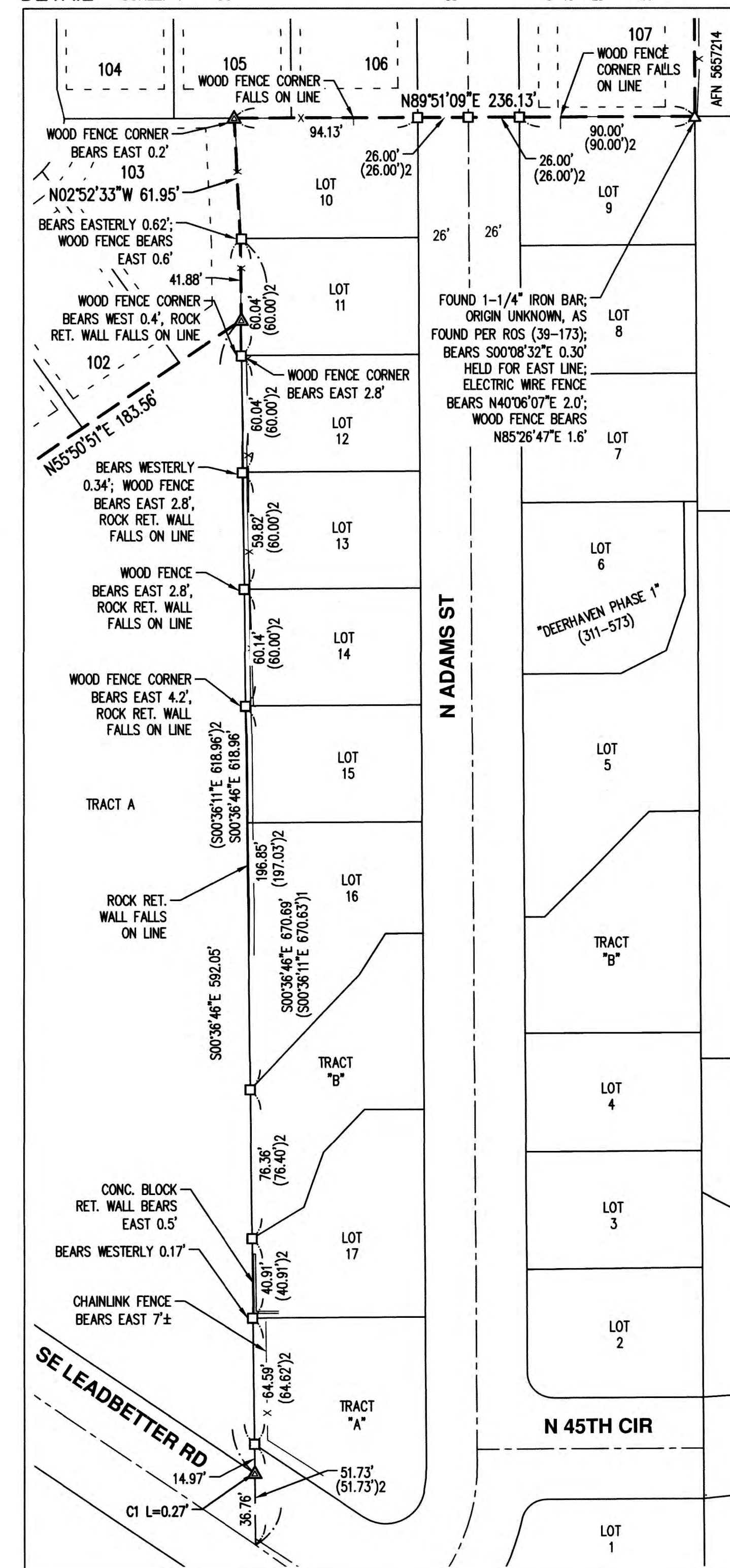
THE BASIS OF BEARINGS IS THE WEST LINE OF THE PLAT "CJ DENS SUBDIVISION PHASE 1" (312-246). BEARINGS SHOWN ARE ON WASHINGTON STATE PLANE, SOUTH ZONE 4602, NAD83, AS DETERMINED FROM GPS OBSERVATIONS FROM THE WASHINGTON STATE REFERENCE NETWORK.



LAND INVENTORY

TOTAL ACREAGE: 49.61 ACRES
TOTAL DEVELOPED ACREAGE: 32.05 ACRES
TOTAL LOT AREA: 11.36 ACRES
TOTAL INFRASTRUCTURE ACREAGE: 4.30 ACRES
TOTAL TRACT AREA: 16.39 ACRES
TOTAL ACREAGE OF CRITICAL AREAS: 15.95 ACRES
TOTAL ACREAGE OF RECREATIONAL OPEN SPACES: 0.26 ACRES

LINE	BEARING AND DISTANCE
L1	S54°21'17"W 4.62'
L2	S35°38'43"E 24.00'
L3	S54°21'17"W 12.76'
L4	S35°38'43"E 10.00'
L5	S54°21'17"W 20.00'
L6	S17°02'23"E 54.47'
L7	N76°16'02"E 35.88'
L8	S03°16'29"W 10.09'
L9	N86°43'31"W 37.00'
L10	N03°16'29"E 10.09'
L11	N44°30'47"E 25.50'
L12	S24°40'04"W 10.00'



SHEET 2 OF 5

JOB NAME: CJ DENS
JOB NUMBER: 5504-01
DRAWN BY: CJC
CHECKED BY: JOH
DRAWING NO.: 5504-01PLAT PH 2&3

AKS ENGINEERING & FORESTRY, LLC
9600 NE 126TH AVE, STE 2520
VANCOUVER, WA 98682
360.882.0419
WWW.AKS-ENG.COM
ENGINEERING · SURVEYING · NATURAL RESOURCES
FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE

LACAMAS HILLS PHASE 2 AND 3

(PRELIMINARY APPROVAL AS CJ DENS SUBDIVISION)

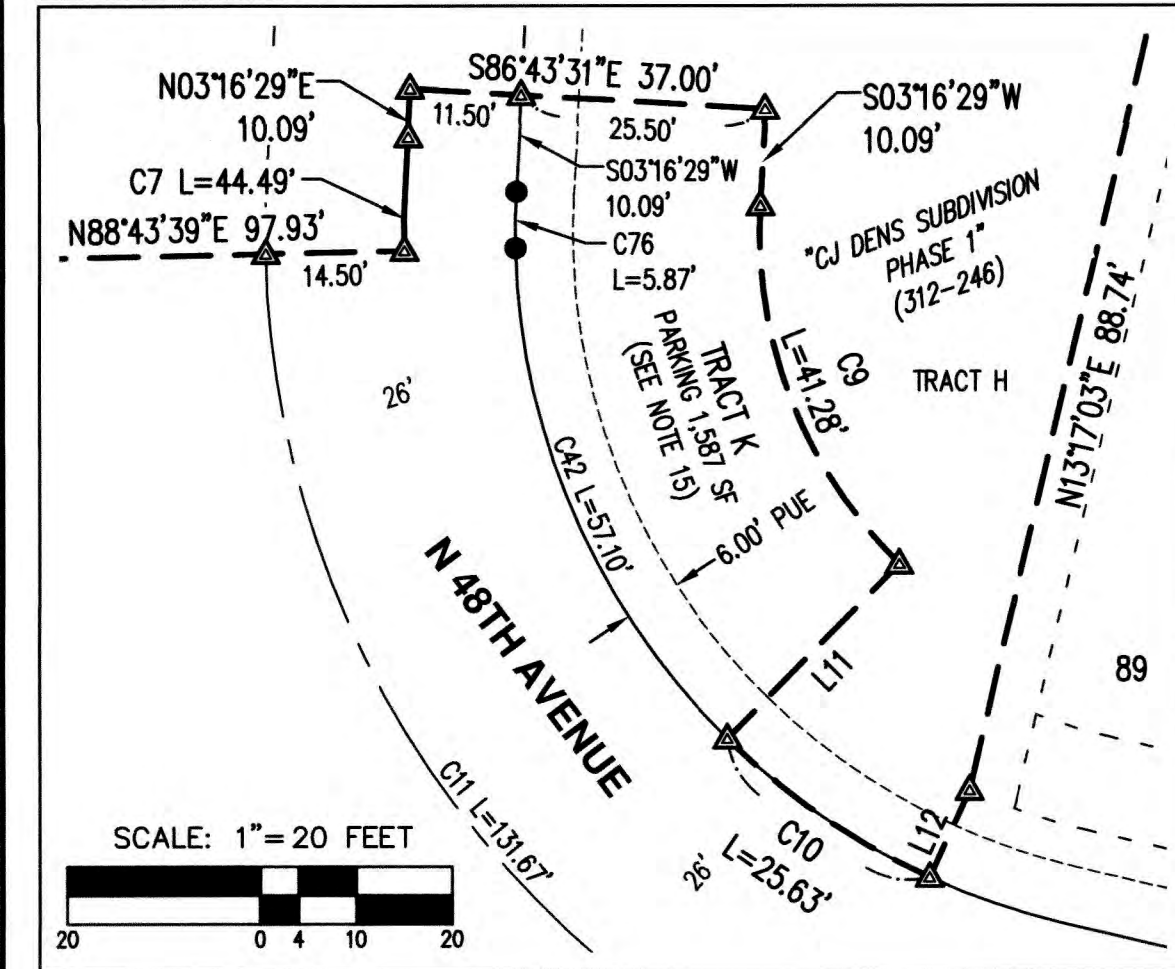
(A PLAT COMMUNITY AS DEFINED IN WUCIOA)

LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE
NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35,
TOWNSHIP 2 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN,
CITY OF CAMAS, CLARK COUNTY, WASHINGTON

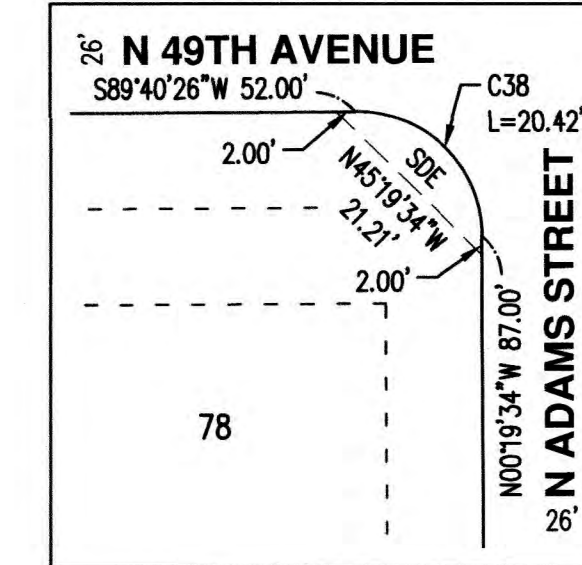
(FINAL ORDER #SUB20-02)

DECEMBER 2023

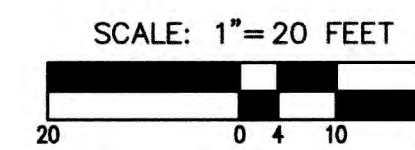
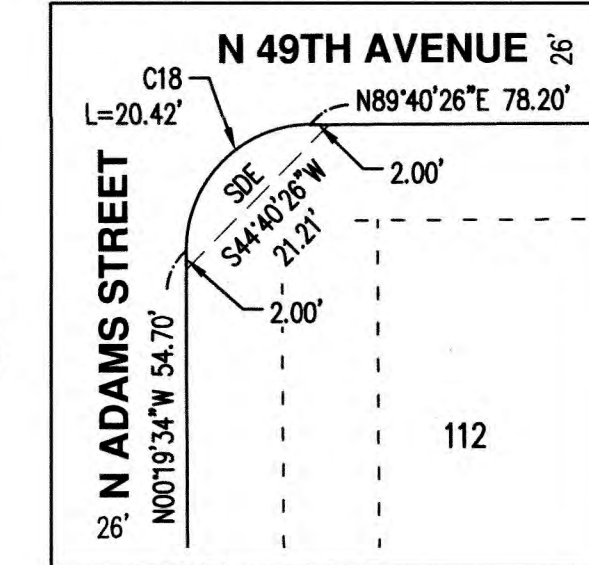
DETAIL "A" SCALE 1" = 20'



DETAIL "E" SCALE 1" = 20'



DETAIL "D" SCALE 1" = 20'



LAND INVENTORY

TOTAL ACREAGE: 49.61 ACRES
TOTAL DEVELOPED ACREAGE: 32.05 ACRES
TOTAL LOT AREA: 11.36 ACRES
TOTAL INFRASTRUCTURE ACREAGE: 4.30 ACRES
TOTAL TRACT AREA: 16.39 ACRES
TOTAL ACREAGE OF CRITICAL AREAS: 15.95 ACRES
TOTAL ACREAGE OF RECREATIONAL OPEN SPACES: 0.26 ACRES

LEGEND

- SET 1/2" REBAR W/IPC INSCRIBED "AKS ENGR 54200"; TO BE SET DURING POST-MONUMENTATION
- + SET BRASS SCREW WITH BRASS WASHER INSCRIBED "AKS ENGR 54200" IN CURB ON PROJECTION OF THE LINE AT A DISTANCE OF 11.80' FROM THE FRONT LOT CORNER UNLESS NOTED OTHERWISE IN THE CURB SCREW TABLE; TO BE SET DURING POST-MONUMENTATION
- FOUND 1/2" REBAR W/IPC INSCRIBED "TANDY 21581"; PER THE PLAT "DEERHAVEN PHASE 1" (311-573); HELD UNLESS NOTED OTHERWISE; TIED 08/2020
- ▲ FOUND 1/2" REBAR W/IPC INSCRIBED "AKS ENGR 54200" UNLESS NOTED OTHERWISE; PER THE PLAT "CJ DENS SUBDIVISION PHASE 1" (312-246); HELD; TIED 08/2023
- △ DENOTES FOUND MONUMENT AS NOTED; HELD UNLESS NOTED OTHERWISE; TIED 08/2020

AFN AUDITORS FILE NUMBER
C.O.C. CITY OF CAMAS
EAE EMERGENCY ACCESS EASEMENT
FYGS FRONT YARD GARAGE SETBACK
FYS FRONT YARD SETBACK
LOR LAND CORNER RECORD
PUE PUBLIC UTILITY EASEMENT
ROS RECORD OF SURVEY
ROW RIGHT-OF-WAY
RYS REAR YARD SETBACK
SDE SIGHT DISTANCE EASEMENT
SF SQUARE FEET
SP SHORT PLAT
STWE PRIVATE STORMWATER EASEMENT
SYS SIDE YARD SETBACK
SSYS STREET SIDE YARD SETBACK
SSE SANITARY SEWER EASEMENT
W/IPC WITH A YELLOW PLASTIC CAP

*** ALL DATA PER THE PLAT "CJ DENS SUBDIVISION PHASE 1" (312-246) WAS HELD***

REFERENCES

- (1) RECORD INFORMATION PER ROS (39-173)
- (2) RECORD INFORMATION PER THE PLAT "DEERHAVEN PHASE 1" (311-573)
- (3) RECORD INFORMATION PER AUDITORS FILE NUMBER 5609467
- (4) RECORD INFORMATION PER AUDITORS FILE NUMBER 5741715
- (5) RECORD INFORMATION PER ROS (41-122)
- (6) RECORD INFORMATION PER AUDITORS FILE NUMBER 5864948
- (7) RECORD INFORMATION PER AUDITORS FILE NUMBER 5865721
- (8) RECORD INFORMATION PER THE PLAT "CJ DENS SUBDIVISION PHASE 1" (312-246)

LINE	BEARING AND DISTANCE
L8	S03°16'29"W 10.09'
L9	N86°43'31"E 37.00'
L10	N03°16'29"E 10.09'
L11	N44°30'47"E 25.50'
L12	S24°40'04"W 10.00'

CURVE	RADIUS	DELTA	LENGTH	CHORD
C7	30.00'	84°58'16"	44.49'	S06°35'53"W 40.52'
C8	85.50'	4°32'50"	6.79'	N01°00'04"E 6.78'
C9	48.50'	48°45'42"	41.28'	N21°06'22"W 40.04'
C10	74.00'	19°50'43"	25.63'	N55°24'35"W 25.50'
C11	100.00'	75°26'36"	131.67'	N38°59'39"W 122.37'
C12	652.00'	13°36'36"	154.88'	N83°31'16"W 154.51'
C13	400.00'	13°36'36"	95.02'	N83°31'16"W 94.79'
C18	13.00'	90°00'00"	20.42'	S44°40'26"W 18.38'
C19	13.00'	90°00'00"	20.42'	N45°19'34"W 18.38'
C20	44.00'	39°03'55"	30.00'	N23°13'54"E 29.42'
C21	44.00'	11°35'25"	8.90'	N48°33'34"E 8.89'
C22	30.00'	90°00'00"	47.12'	S80°38'43"E 42.43'
C23	20.00'	54°40'51"	19.09'	N27°00'52"E 18.37'
C24	678.00'	0°20'33"	4.05'	N89°50'43"E 4.05'
C25	678.00'	2°35'22"	30.64'	S88°41'19"E 30.64'
C26	678.00'	4°36'42"	54.57'	S85°05'17"E 54.56'
C27	678.00'	4°57'53"	58.75'	S80°17'59"E 58.73'
C28	678.00'	1°06'05"	13.03'	S77°16'00"E 13.03'

CURVE	RADIUS	DELTA	LENGTH	CHORD
C29	126.00'	21°8'57"	5.09'	S75°33'29"E 5.09'
C30	126.00'	23°56'21"	52.65'	S62°25'50"E 52.26'
C31	126.00'	26°50'11"	59.02'	S37°02'34"E 58.48'
C32	126.00'	22°21'07"	49.15'	S12°26'55"E 48.84'
C33	74.00'	11°23'01"	14.70'	S71°01'27"E 14.68'
C34	626.00'	0°49'02"	8.93'	S77°07'28"E 8.93'
C35	626.00'	7°24'05"	80.87'	S81°14'02"E 80.81'
C36	626.00'	5°23'29"	58.90'	S87°37'49"E 58.88'
C37	13.00'	90°00'00"	20.42'	N44°40'26"E 18.38'
C38	13.00'	90°00'00"	20.42'	N45°19'34"W 18.38'
C39	426.00'	5°23'29"	40.08'	S87°37'49"E 40.07'
C40	426.00'	7°24'05"	55.03'	S81°14'02"E 54.99'
C41	426.00'	0°49'02"	6.08'	S77°07'28"E 6.08'
C42	74.00'	44°12'52"	57.10'	S23°22'47"E 55.70'
C46	13.00'	95°00'00"	21.55'	S42°10'26"W 19.17'
C55	13.00'	85°00'00"	19.29'	S47°49'34"E 17.57'
C76	74.00'	4°32'50"	5.87'	S01°00'04"W 5.87'

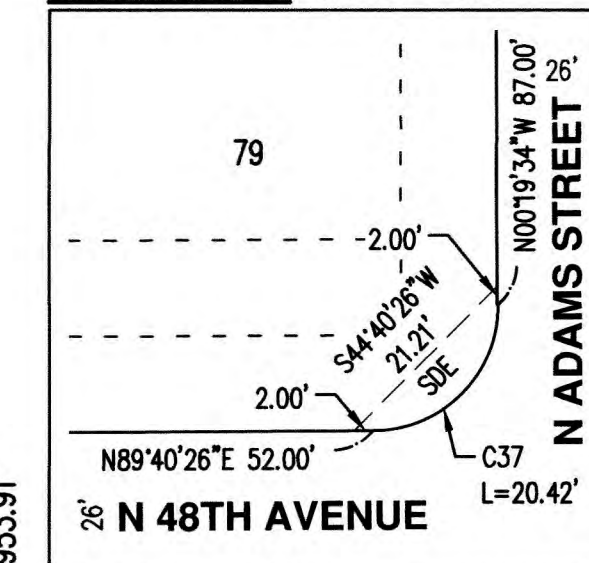
RIGHT-OF-WAY NOTE

1. 52.00 FOOT RIGHT-OF-WAY DEDICATED TO THE CITY OF CAMAS WITH THIS PLAT.

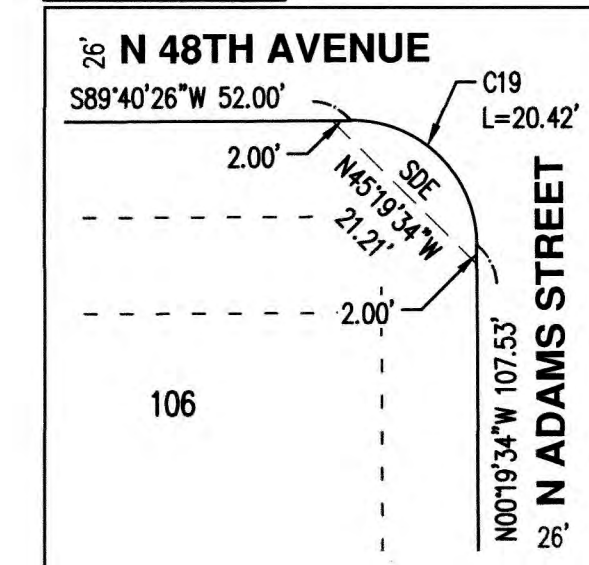
SEE SHEET 4

SEE SHEET 4

DETAIL "C" SCALE 1" = 20'



DETAIL "B" SCALE 1" = 20'



ELECTRIC WIRE FENCE BEARS EAST 1.5'
15.00' RYS (TYP)
AFN 5657214
FOUND 1-1/4" IRON BAR; ORIGIN UNKNOWN, AS FOUND PER ROS (39-173); BEARS S00°08'32"E 0.30'; HELD FOR EAST LINE; ELECTRIC WIRE FENCE BEARS N40°06'07"E 2.0'; WOOD FENCE BEARS N85°26'47"W 1.6'



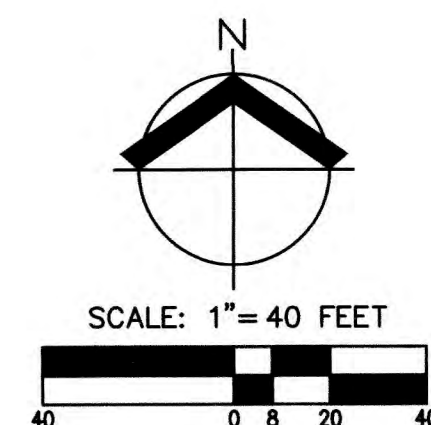
SHEET 3 OF 5

JOB NAME: CJ DENS
JOB NUMBER: 5504-01
DRAWN BY: CJC
CHECKED BY: JOH
DRAWING NO.: 5504-01CPLAT PH 2&3

AKS ENGINEERING & FORESTRY, LLC
9600 NE 126TH AVE, STE 2520
VANCOUVER, WA 98682
360.882.0419
WWW.AKS-ENG.COM
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RIGHT-OF-WAY NOTE

- 52.00 FOOT RIGHT-OF-WAY DEDICATED TO THE CITY OF CAMAS WITH THIS PLAT.



LEGEND

- SET 1/2" REBAR W/IPC INSCRIBED "AKS ENGR 54200"; TO BE SET DURING POST-MONUMENTATION
- + SET BRASS SCREW WITH BRASS WASHER INSCRIBED "AKS ENGR 54200" IN CURB ON PROJECTION OF THE LINE AT A DISTANCE OF 11.80' FROM THE FRONT LOT CORNER UNLESS NOTED OTHERWISE; IN THE CURB SCREW TABLE; TO BE SET DURING POST-MONUMENTATION
- FOUND 1/2" REBAR W/IPC INSCRIBED "TANDY 21581"; PER THE PLAT "DEERHAVEN PHASE 1" (311-573); HELD UNLESS NOTED OTHERWISE; TIED 08/2020
- ▲ FOUND 1/2" REBAR W/IPC INSCRIBED "AKS ENGR 54200" UNLESS NOTED OTHERWISE; PER THE PLAT "CJ DENS SUBDIVISION PHASE 1" (312-246); HELD; TIED 06/2023
- △ DENOTES FOUND MONUMENT AS NOTED; HELD UNLESS NOTED OTHERWISE; TIED 08/2020
- AFN AUDITORS FILE NUMBER
- C.O.C. CITY OF CAMAS
- EAE EMERGENCY ACCESS EASEMENT
- FYGS FRONT YARD GARAGE SETBACK
- FYS FRONT YARD SETBACK
- LCR LAND CORNER RECORD
- PUE PUBLIC UTILITY EASEMENT
- ROS RECORD OF SURVEY
- ROW RIGHT-OF-WAY
- RYS REAR YARD SETBACK
- SDE SIGHT DISTANCE EASEMENT
- SF SQUARE FEET
- SP SHORT PLAT
- STWE PRIVATE STORMWATER EASEMENT
- SYS SIDE YARD SETBACK
- SSYS STREET SIDE YARD SETBACK
- SSE SANITARY SEWER EASEMENT
- W/IPC WITH A YELLOW PLASTIC CAP
- *** ALL DATA PER THE PLAT "CJ DENS SUBDIVISION PHASE 1" (312-246) WAS HELD***

REFERENCES

- (1) RECORD INFORMATION PER ROS (39-173)
- (2) RECORD INFORMATION PER THE PLAT "DEERHAVEN PHASE 1" (311-573)
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- (7) RECORD INFORMATION PER AUDITORS FILE NUMBER 5865721
- (8) RECORD INFORMATION PER THE PLAT "CJ DENS SUBDIVISION PHASE 1" (312-246)

CURVE TABLE					CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD	CURVE	RADIUS	DELTA	LENGTH	CHORD
C13	400.00'	13°36'36"	95.02'	N83°31'16"W 94.79'	C51	47.00'	38°35'33"	31.66'	S45°16'42"W 31.06'
C14	100.00'	5°00'00"	8.73'	S02°49'34"E 8.72'	C52	47.00'	60°09'42"	49.35'	N85°20'40"W 47.11'
C15	70.00'	26°32'21"	32.42'	S13°35'44"E 32.13'	C53	47.00'	54°56'15"	45.07'	N27°47'41"W 43.36'
C16	275.00'	39°04'56"	187.58'	N56°40'03"E 183.97'	C54	74.00'	5°00'00"	6.46'	S02°49'34"E 6.46'
C18	13.00'	90°00'00"	20.42'	S44°40'26"W 18.38'	C55	13.00'	85°00'00"	19.29'	S47°49'34"E 17.57'
C38	13.00'	90°00'00"	20.42'	N45°19'34"W 18.38'	C56	301.00'	0°15'26"	1.35'	N76°04'48"E 1.35'
C43	374.00'	0°52'41"	5.73'	S77°09'18"E 5.73'	C57	301.00'	10°29'02"	55.08'	N70°42'33"E 55.00'
C44	374.00'	11°16'34"	73.61'	S83°13'55"E 73.49'	C58	301.00'	10°29'02"	55.08'	N60°13'31"E 55.00'
C45	374.00'	1°27'21"	9.50'	S89°35'53"E 9.50'	C59	301.00'	10°29'02"	55.08'	N49°44'29"E 55.00'
C46	13.00'	95°00'00"	21.55'	S42°10'26"W 19.17'	C60	301.00'	7°22'23"	38.73'	N40°48'46"E 38.71'
C47	126.00'	5°00'00"	11.00'	S02°49'34"E 10.99'	C73	249.00'	3°41'43"	16.06'	N38°58'26"E 16.06'
C48	20.00'	68°05'27"	23.77'	N34°22'17"W 22.39'	C74	249.00'	17°51'47"	77.63'	N49°45'11"E 77.32'
C49	47.00'	55°48'23"	45.78'	S40°30'50"E 43.99'	C75	249.00'	17°31'26"	76.16'	N67°26'48"E 75.86'
C50	47.00'	38°35'33"	31.66'	S06°41'09"W 31.06'					

LAND INVENTORY

TOTAL ACREAGE: 49.61 ACRES
 TOTAL DEVELOPED ACREAGE: 32.05 ACRES
 TOTAL LOT AREA: 11.36 ACRES
 TOTAL INFRASTRUCTURE ACREAGE: 4.30 ACRES
 TOTAL TRACT AREA: 16.39 ACRES
 TOTAL ACREAGE OF CRITICAL AREAS: 15.95 ACRES
 TOTAL ACREAGE OF RECREATIONAL OPEN SPACES: 0.26 ACRES

LACAMAS HILLS PHASE 2 AND 3

(PRELIMINARY APPROVAL AS CJ DENS SUBDIVISION)

(A PLAT COMMUNITY AS DEFINED IN WUCIOA)

LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF CAMAS, CLARK COUNTY, WASHINGTON

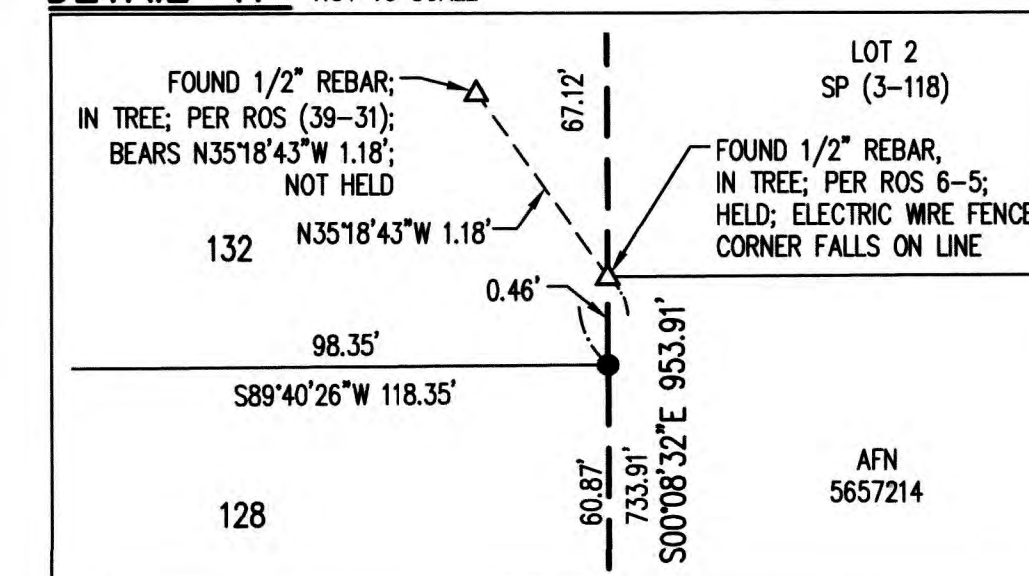
(FINAL ORDER #SUB20-02)

DECEMBER 2023

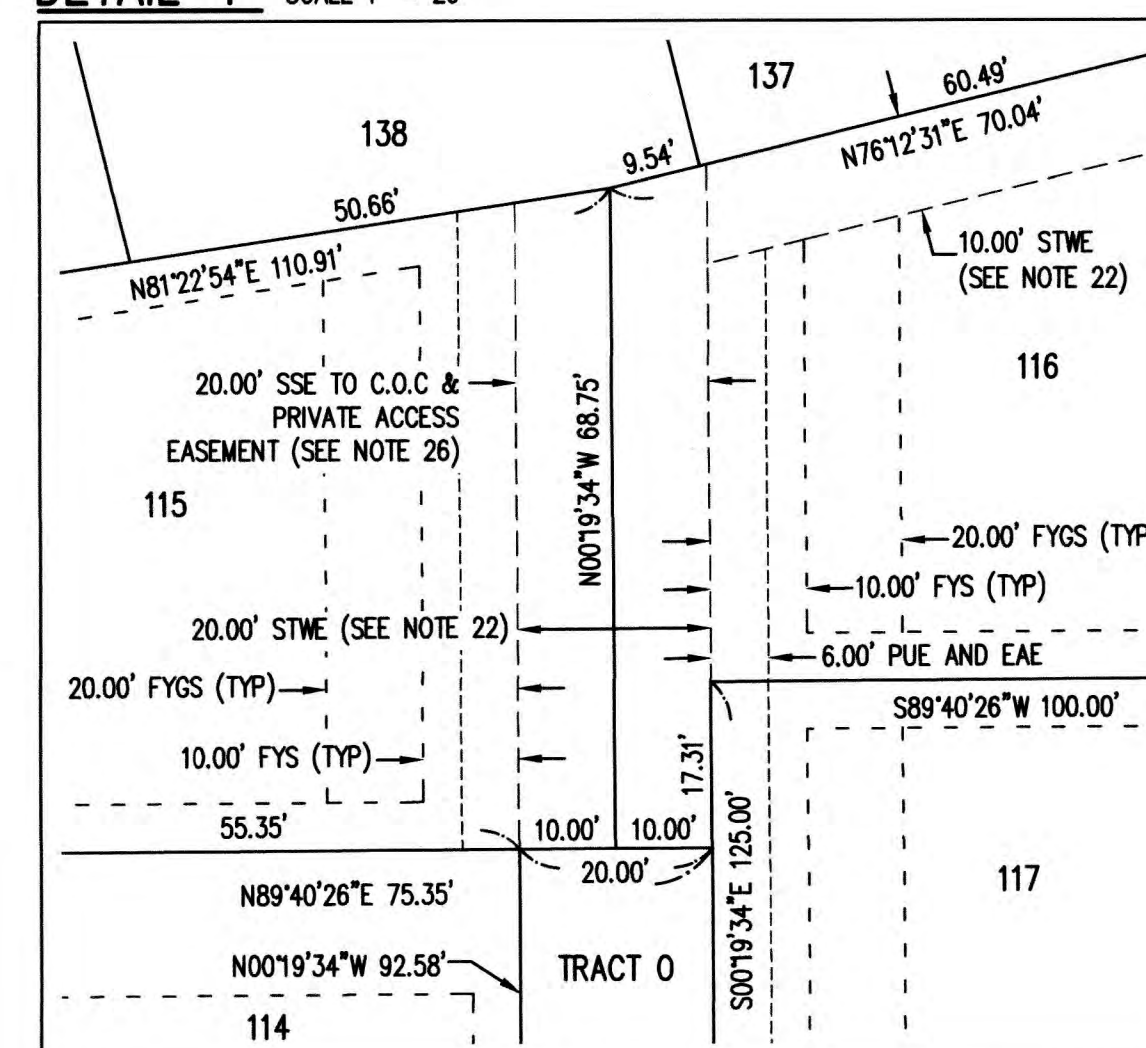
CURB SCREW TABLE		
COMMON LOT LINE	DISTANCE	
120 121	12.10'	
125 126	12.30'	
123 TRACT P	15.80'	

SEE SHEET 5

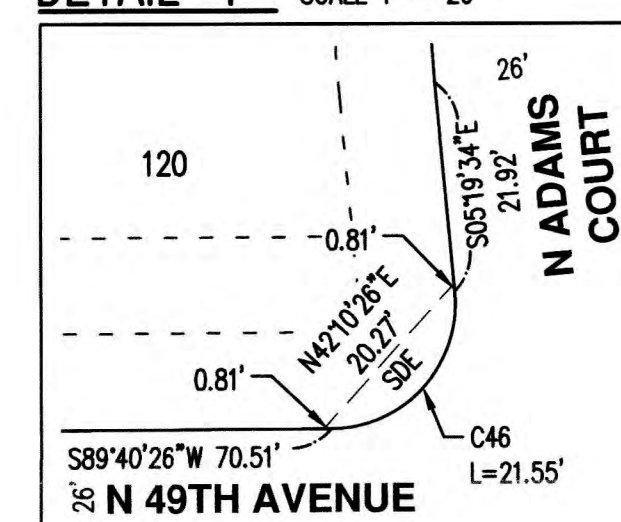
DETAIL "H" NOT TO SCALE



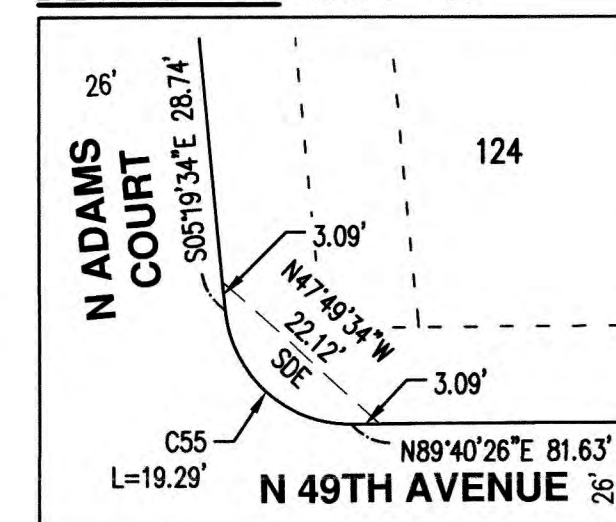
DETAIL "I" SCALE 1" = 20'



DETAIL "F" SCALE 1" = 20'



DETAIL "G" SCALE 1" = 20'

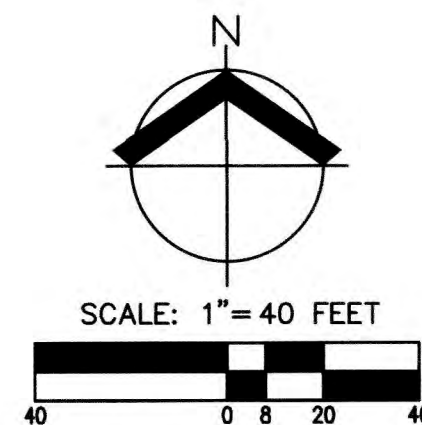


SHEET 4 OF 5

JOB NAME: CJ DENS
 JOB NUMBER: 5504-01
 DRAWN BY: CJC
 CHECKED BY: JOH
 DRAWING NO.: 5504-01PLAT PH 2&3

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AKS

**RIGHT-OF-WAY NOTE**

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LEGEND

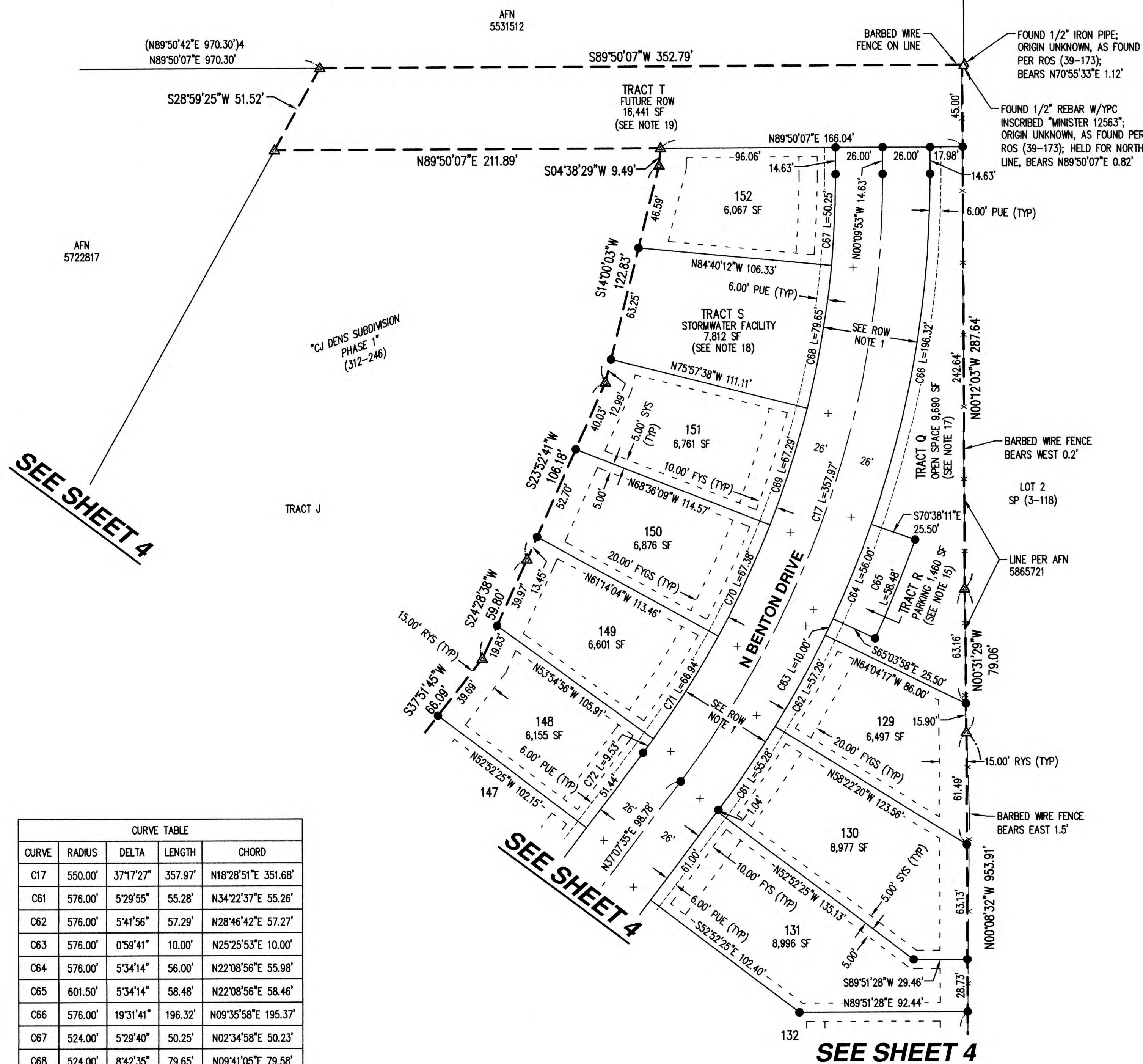
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AFN AUDITORS FILE NUMBER
C.O.C. CITY OF CAMAS
EAE EMERGENCY ACCESS EASEMENT
FYGS FRONT YARD GARAGE SETBACK
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LCR LAND CORNER RECORD
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SDE SIGHT DISTANCE EASEMENT
SF SQUARE FEET
SP SHORT PLAT
STWE PRIVATE STORMWATER EASEMENT
SYS SIDE YARD SETBACK
SSYS STREET SIDE YARD SETBACK
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() 8 RECORD INFORMATION PER THE PLAT "CJ DENS SUBDIVISION PHASE 1" (312-246)



CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C17	550.00'	37°17'27"	357.97'	N18°28'51"E 351.68'
C61	576.00'	5°29'55"	55.28'	N34°22'37"E 55.26'
C62	576.00'	5°41'56"	57.29'	N28°46'42"E 57.27'
C63	576.00'	0°59'41"	10.00'	N25°25'53"E 10.00'
C64	576.00'	5°34'14"	56.00'	N22°08'56"E 55.98'
C65	601.50'	5°34'14"	58.48'	N22°08'56"E 58.46'
C66	576.00'	19°31'41"	196.32'	N09°35'58"E 195.37'
C67	524.00'	5°29'40"	50.25'	N02°34'58"E 50.23'
C68	524.00'	8°42'35"	79.65'	N09°41'05"E 79.58'
C69	524.00'	7°21'29"	67.29'	N17°43'07"E 67.25'
C70	524.00'	7°22'04"	67.38'	N25°04'54"E 67.34'
C71	524.00'	7°19'09"	66.94'	N32°25'30"E 66.89'
C72	524.00'	1°02'30"	9.53'	N36°36'19"E 9.53'



SHEET 5 OF 5

JOB NAME: CJ DENS
JOB NUMBER: 5504-01
DRAWN BY: CJC
CHECKED BY: JOH
DRAWING NO.: 5504-01CPLAT PH 2&3

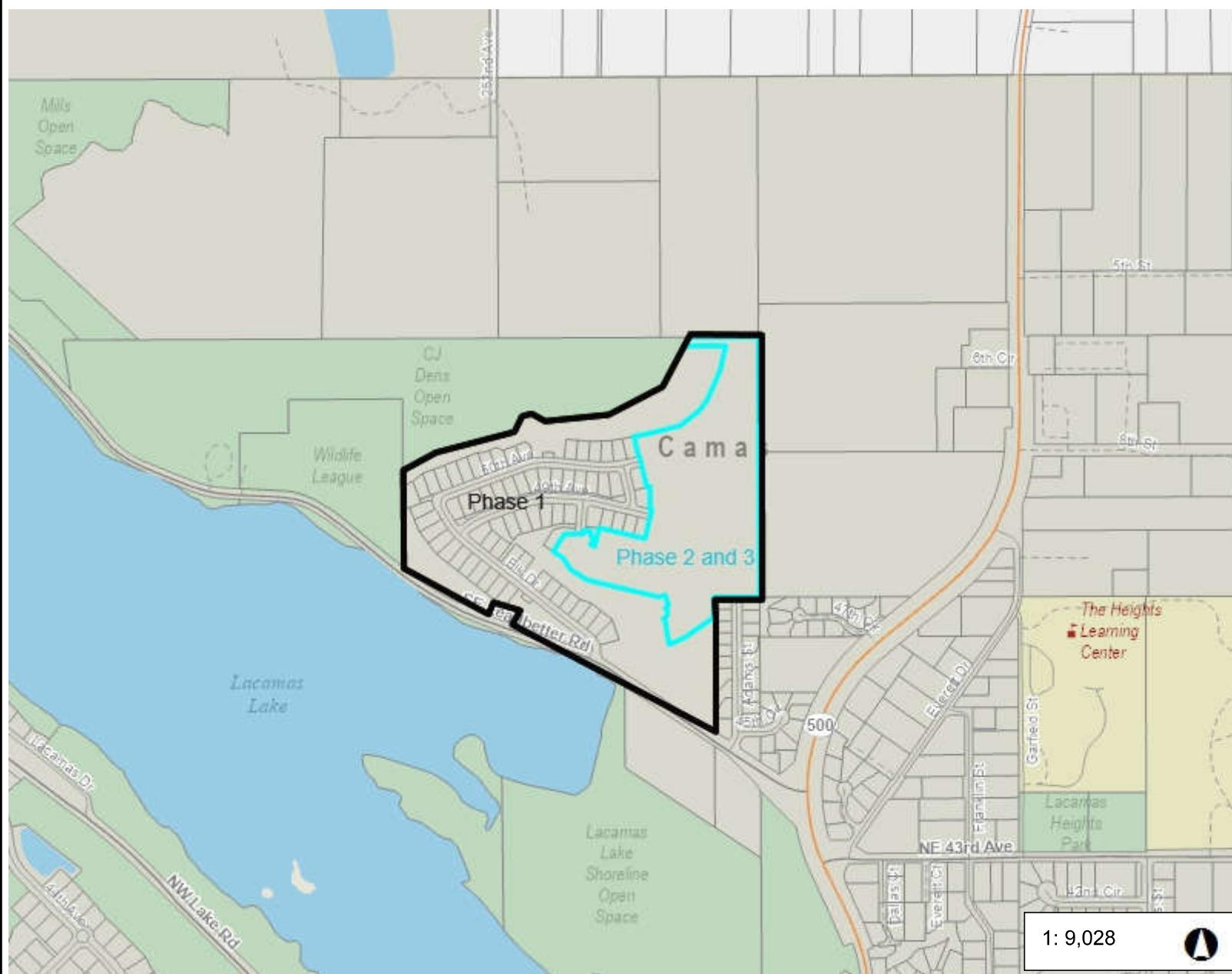
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Vicinity Map



1,504.7 0 752.33 1,504.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.

Item 10.



Legend

Taxlots

Notes:

1: 9,028





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

Item 11.

DocuSigned by:
James E. Carothers
James E. Carothers, PE

1/24/2024
Date

PROJECT NO. PNR23004 (P1030)	Engineer's Estimate:	North Cascade Excavating LLC	Colf Construction LLC	Daybreak Construction
DESCRIPTION: NE 3RD AVE TRAILHEAD IMPROVEMENTS	\$600,000.00	428 N Pekin Rd	PO Box 1434	11222 NE 339th St
Ent. By		Woodland WA 98674	Vancouver WA 98668	La Center, WA 98629
DATE OF BID OPENING: January 23, 2024 @ 10am		360-946-2524	360-694-5364	360-263-5795
MP		sam@nce.us	sam@colf.com	

Schedule A- NE 3rd AVE Trailhead (Base Bid)

ITEM NO	SPEC SECTION	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	1-09	Mobilization	LS	1	\$25,300.00	\$25,300.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$51,000.00	\$51,000.00
2	1-05S	Construction Documentation (Minimum Bid \$20,000)	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
3	1-07	SPCC Plan	LS	1	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
4	8-01S	Erosion Control and Water Pollution Control	LS	1	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$17,000.00	\$17,000.00
5	7-08S	Trench Safety System (Minimum Bid \$4000)	LS	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
6	2-08S, 7-08S	Removal and Replacement Unsuitable Material, Incl. Haul	CY	20	\$80.00	\$1,600.00	\$85.00	\$1,700.00	\$150.00	\$3,000.00	\$100.00	\$2,000.00
7	2-08S, 7-08S	Solid Rock Excavation, Incl. Haul	CY	20	\$60.00	\$1,200.00	\$125.00	\$2,500.00	\$200.00	\$4,000.00	\$150.00	\$3,000.00
8	2-08S, 7-08S	Boulder Excavation, Incl. Haul	CY	20	\$40.00	\$800.00	\$90.00	\$1,800.00	\$250.00	\$5,000.00	\$100.00	\$2,000.00
9	CSI, WSDOT	Furnish and Install Park Improvements	LS	1	\$408,500.00	\$408,500.00	\$307,755.00	\$307,755.00	\$418,200.00	\$418,200.00	\$398,000.00	\$398,000.00
10	CSI	Landscape & Irrigation Maintenance	Year	3	\$2,700.00	\$8,100.00	\$40,250.00	\$120,750.00	\$7,000.00	\$21,000.00	\$5,000.00	\$15,000.00
11	1-05S	Minor Change (Minimum Bid \$4,000)	LS	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00

Schedule A Subtotal	\$479,500.00	\$502,005.00	\$525,700.00	\$517,000.00
Sales Tax (8.5%)	\$40,757.50	\$42,670.43	\$44,684.50	\$43,945.00
SCHEDULE A BASE BID TOTAL	\$520,257.50	\$544,675.43	\$570,384.50	\$560,945.00

Schedule B- Baz Park (Additive Alternate #1)

ITEM NO	SPEC SECTION	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	CSI & WSDOT	Furnish and Install Park Improvements	LS	1	\$48,160.00	\$48,160.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$48,000.00	\$48,000.00
2	1-05S	Minor Change (Minimum Bid \$2,000)	LS	1	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
3	CSI	Landscape & Irrigation Maintenance	Year	3	\$2,200.00	\$6,600.00	\$12,739.13	\$38,217.39	\$500.00	\$1,500.00	\$4,000.00	\$12,000.00

Schedule B Subtotal	\$56,760.00	\$47,217.39	\$25,500.00	\$64,000.00
Sales Tax (8.5%)	\$4,824.60	\$4,013.48	\$2,167.50	\$5,440.00
SCHEDULE B ADDITIVE ALTERNATE #1 TOTAL	\$61,584.60	\$51,230.87	\$27,667.50	\$69,440.00

Schedule A + B (Basis of Award)				
Contract Total	\$581,842.10	\$595,906.29	\$598,052.00	\$630,385.00

PROJECT NO. PNR23004 (P1030)	Advanced Excavating Specialists	Grade Werks Excavating	Western United Civil Group	LEE Contractors
DESCRIPTION: NE 3RD AVE TRAILHEAD IMPROVEMENTS	1200 Hazel Street	PO Box 1349	PO Box 236	PO Box 869
	Kelso WA 98626	Battle Ground WA 98604	Yacolt WA 98675	Battle Ground WA 98604
Ent. By	360-232-8854	360-888-5805	360-450-7378	360-723-5295
DATE OF BID OPENING: January 23, 2024 @ 10am	luke@advexc.us	estimating.gwe@yahoo.com	iosiah@westernucg.com	randy@leecontractorswa.com

Schedule A- NE 3rd AVE Trailhead (Base Bid)

ITEM NO	SPEC SECTION	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	1-09	Mobilization	LS	1	\$50,000.00	\$50,000.00	\$54,000.00	\$54,000.00	\$60,000.00	\$60,000.00	\$57,000.00	\$57,000.00
2	1-05S	Construction Documentation (Minimum Bid \$20,000)	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
3	1-07	SPCC Plan	LS	1	\$500.00	\$500.00	\$500.00	\$500.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00
4	8-01S	Erosion Control and Water Pollution Control	LS	1	\$15,000.00	\$15,000.00	\$8,500.00	\$8,500.00	\$12,000.00	\$12,000.00	\$500.00	\$500.00
5	7-08S	Trench Safety System (Minimum Bid \$4000)	LS	1	\$6,000.00	\$6,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
6	2-08S, 7-08S	Removal and Replacement Unsuitable Material, Incl. Haul	CY	20	\$200.00	\$4,000.00	\$108.00	\$2,160.00	\$94.00	\$1,880.00	\$50.00	\$1,000.00
7	2-08S, 7-08S	Solid Rock Excavation, Incl. Haul	CY	20	\$250.00	\$5,000.00	\$172.00	\$3,440.00	\$180.00	\$3,600.00	\$50.00	\$1,000.00
8	2-08S, 7-08S	Boulder Excavation, Incl. Haul	CY	20	\$250.00	\$5,000.00	\$152.00	\$3,040.00	\$300.00	\$6,000.00	\$50.00	\$1,000.00
9	CSI, WSDOT	Furnish and Install Park Improvements	LS	1	\$435,000.00	\$435,000.00	\$378,000.00	\$378,000.00	\$430,000.00	\$430,000.00	\$505,000.00	\$505,000.00
10	CSI	Landscape & Irrigation Maintenance	Year	3	\$13,000.00	\$39,000.00	\$39,500.00	\$118,500.00	\$10,000.00	\$30,000.00	\$1,500.00	\$4,500.00
11	1-05S	Minor Change (Minimum Bid \$4,000)	LS	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00

Schedule A Subtotal	\$583,500.00	\$596,140.00	\$572,230.00	\$599,000.00
Sales Tax (8.5%)	\$49,597.50	\$50,671.90	\$48,639.55	\$50,915.00
SCHEDULE A BASE BID TOTAL	\$633,097.50	\$646,811.90	\$620,869.55	\$649,915.00

Schedule B- Baz Park (Additive Alternate #1)

ITEM NO	SPEC SECTION	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	CSI & WSDOT	Furnish and Install Park Improvements	LS	1	\$36,000.00	\$36,000.00	\$4,500.00	\$4,500.00	\$45,000.00	\$45,000.00	\$50,000.00	\$50,000.00
2	1-05S	Minor Change (Minimum Bid \$2,000)	LS	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
3	CSI	Landscape & Irrigation Maintenance	Year	3	\$6,000.00	\$18,000.00	\$12,900.00	\$38,700.00	\$10,000.00	\$30,000.00	\$500.00	\$1,500.00

Schedule B Subtotal	\$58,000.00	\$47,200.00	\$79,000.00	\$55,500.00
Sales Tax (8.5%)	\$4,930.00	\$4,012.00	\$6,715.00	\$4,717.50
SCHEDULE B ADDITIVE ALTERNATE #1 TOTAL	\$62,930.00	\$51,212.00	\$85,715.00	\$60,217.50

Schedule A + B (Basis of Award)				
Contract Total	\$696,027.50	\$698,023.90	\$706,584.55	\$710,132.50

* E-verify MOU not submitted with bid

PROJECT NO. PNR23004 (P1030)					Compass Construction NW		Thompson Bros Excavating Inc		Nylund Inc		McDonald Excavating Inc	
DESCRIPTION: NE 3RD AVE TRAILHEAD IMPROVEMENTS					PO Box 755		18211 NE Fourth Plain Rd		PO Mail Box 230		4120 S Lincoln St	
					La Center WA 98629		Vancouver WA 98682		Brush Prarie WA 98606		Washougal WA 98671	
					Ent. By MP		360-772-2654		360-254-7056		360-605-5428	
DATE OF BID OPENING: January 23, 2024 @ 10am					gavin@compassconstructionnw.com		bids@tbeinc.us		levi@nylundinc.com		jeff@mcdonaldexcavatinginc.com	

Schedule A- NE 3rd AVE Trailhead (Base Bid)												
ITEM NO	SPEC SECTION	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	1-09	Mobilization	LS	1	\$19,245.00	\$19,245.00	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	\$82,000.00	\$82,000.00
2	1-05S	Construction Documentation (Minimum Bid \$20,000)	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
3	1-07	SPCC Plan	LS	1	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
4	8-01S	Erosion Control and Water Pollution Control	LS	1	\$9,620.00	\$9,620.00	\$25,000.00	\$25,000.00	\$16,000.00	\$16,000.00	\$12,500.00	\$12,500.00
5	7-08S	Trench Safety System (Minimum Bid \$4000)	LS	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$400.00	\$400.00	\$6,000.00	\$6,000.00
6	2-08S, 7-08S	Removal and Replacement Unsuitable Material, Incl. Haul	CY	20	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$210.00	\$4,200.00	\$106.00	\$2,120.00
7	2-08S, 7-08S	Solid Rock Excavation, Incl. Haul	CY	20	\$100.00	\$2,000.00	\$250.00	\$5,000.00	\$225.00	\$4,500.00	\$171.00	\$3,420.00
8	2-08S, 7-08S	Boulder Excavation, Incl. Haul	CY	20	\$100.00	\$2,000.00	\$150.00	\$3,000.00	\$250.00	\$5,000.00	\$128.00	\$2,560.00
9	CSI, WSDOT	Furnish and Install Park Improvements	LS	1	\$481,356.00	\$481,356.00	\$500,000.00	\$500,000.00	\$550,000.00	\$550,000.00	\$575,000.00	\$575,000.00
10	CSI	Landscape & Irrigation Maintenance	Year	3	\$13,293.00	\$39,879.00	\$19,000.00	\$57,000.00	\$25,000.00	\$75,000.00	\$15,400.00	\$46,200.00
11	1-05S	Minor Change (Minimum Bid \$4,000)	LS	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00

Schedule A Subtotal	\$589,100.00	\$671,500.00	\$706,600.00	\$755,300.00
Sales Tax (8.5%)	\$50,073.50	\$57,077.50	\$60,061.00	\$64,200.50
SCHEDULE A BASE BID TOTAL	\$639,173.50	\$728,577.50	\$766,661.00	\$819,500.50

Schedule B- Baz Park (Additive Alternate #1)												
ITEM NO	SPEC SECTION	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	CSI & WSDOT	Furnish and Install Park Improvements	LS	1	\$68,840.00	\$68,840.00	\$76,000.00	\$76,000.00	\$65,000.00	\$65,000.00	\$60,000.00	\$60,000.00
2	1-05S	Minor Change (Minimum Bid \$2,000)	LS	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
3	CSI	Landscape & Irrigation Maintenance	Year	3	\$6,720.00	\$20,160.00	\$9,000.00	\$27,000.00	\$12,000.00	\$36,000.00	\$5,000.00	\$15,000.00

Schedule B Subtotal	\$93,000.00	\$107,000.00	\$105,000.00	\$79,000.00
Sales Tax (8.5%)	\$7,905.00	\$9,095.00	\$8,925.00	\$6,715.00
SCHEDULE B ADDITIVE ALTERNATE #1 TOTAL	\$100,905.00	\$116,095.00	\$113,925.00	\$85,715.00

Schedule A + B (Basis of Award)				
Contract Total	\$740,078.50	\$844,672.50	\$880,586.00	\$905,215.50

*Signed bid bond
acknowledgement not
submitted with bid

PROJECT NO. PNR23004 (P1030)	SLE Inc	Tikka Masonry Inc
DESCRIPTION: NE 3RD AVE TRAILHEAD IMPROVEMENTS	6000 NE 88th St Ste B101	17412 NE 92nd Ave
	Vancouver WA 98665	Battle Ground WA 98604
Ent. By	360-687-5465	360-907-5893
DATE OF BID OPENING: January 23, 2024 @ 10am	andrewg@sleinc.biz	justin@tikkamasonry.com
MP		

Schedule A- NE 3rd AVE Trailhead (Base Bid)

ITEM NO	SPEC SECTION	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	1-09	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$73,600.00	\$73,600.00
2	1-05S	Construction Documentation (Minimum Bid \$20,000)	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
3	1-07	SPCC Plan	LS	1	\$1,500.00	\$1,500.00	\$1,725.00	\$1,725.00
4	8-01S	Erosion Control and Water Pollution Control	LS	1	\$12,002.00	\$12,002.00	\$21,850.00	\$21,850.00
5	7-08S	Trench Safety System (Minimum Bid \$4000)	LS	1	\$4,000.00	\$4,000.00	\$4,600.00	\$4,600.00
6	2-08S, 7-08S	Removal and Replacement Unsuitable Material, Incl. Haul	CY	20	\$95.00	\$1,900.00	\$5,750.00	\$115,000.00
7	2-08S, 7-08S	Solid Rock Excavation, Incl. Haul	CY	20	\$1,000.00	\$20,000.00	\$6,900.00	\$138,000.00
8	2-08S, 7-08S	Boulder Excavation, Incl. Haul	CY	20	\$100.00	\$2,000.00	\$5,750.00	\$115,000.00
9	CSI, WSDOT	Furnish and Install Park Improvements	LS	1	\$258,597.00	\$258,597.00	\$506,138.51	\$506,138.51
10	CSI	Landscape & Irrigation Maintenance	Year	3	\$130,737.00	\$392,211.00	\$33,000.00	\$99,000.00
11	1-05S	Minor Change (Minimum Bid \$4,000)	LS	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00

Schedule A Subtotal	\$726,210.00	\$1,098,913.51
Sales Tax (8.5%)	\$61,727.85	\$93,407.65
SCHEDULE A BASE BID TOTAL	\$787,937.85	\$1,192,321.16

Schedule B- Baz Park (Additive Alternate #1)

ITEM NO	SPEC SECTION	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	CSI & WSDOT	Furnish and Install Park Improvements	LS	1	\$16,000.00	\$16,000.00	\$96,782.00	\$96,782.00
2	1-05S	Minor Change (Minimum Bid \$2,000)	LS	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
3	CSI	Landscape & Irrigation Maintenance	Year	3	\$42,999.00	\$128,997.00	\$22,000.00	\$66,000.00

Schedule B Subtotal	\$148,997.00	\$166,782.00
Sales Tax (8.5%)	\$12,664.75	\$14,176.47
SCHEDULE B ADDITIVE ALTERNATE #1 TOTAL	\$161,661.75	\$180,958.47

Schedule A + B (Basis of Award)		
Contract Total	\$949,599.60	\$1,373,279.63



Staff Report – Consent Agenda

February 5, 2024 Council Regular Meeting

S. Lacamas Creek (NE 3rd Avenue) Trailhead Bid Award (Trang Lam, Parks and Recreation Director)

Phone	Email
360.817.7437	Tlam@cityofcamas.us

BACKGROUND: In 2018 Parks and Recreation and Public Works departments partnered in developing a master plan to improve existing S. Lacamas Creek Trailhead (NE 3rd Avenue) while utilizing the site for a new sanitary pumpstation. The City broke the master plan elements into two construction phases. In the fall of 2021 phase one improvements was completed, which included installation of a sanitary pumpstation, park access improvements, ADA accessibility, landscaping, and utilities for phase two trailhead improvements.

In 2022, design and engineering of phase two was completed. Scope of improvements will complete the remaining items within the master plan including installation of a permanent restroom, ADA accessibility, parking lot improvements, water quality improvements, landscaping, and additional park amenities. In 2023, the City was awarded a Washington State Recreation and Conservation Office (RCO) grant in the amount of \$500,000 to partially fund phase two improvements.

SUMMARY: On December 18, 2023, Council approved the purchase of the restroom. On January 23, 2024, the City held a public bid opening for construction of the South Lacamas Creek Trailhead Improvements. A total of thirteen bids were opened. The low bidder is North Cascade Excavation at a price of \$595,906. Below is an update showing the current project budget. This project is approved in the FY 2023-24 budget. The City's purchase of the restroom as an owner provided element and this low bid provided the City \$87,193 in savings. Below is the project's budget summary:

Budget Summary Table

Original Construction Cost Estimate	\$1,154,837
Current Budget	
Restroom Purchase by City	\$356,738
Construction Bid Award (<i>North Cascade Excavating</i>)	\$595,906

Administrative, Architectural and Engineering cost estimate	\$115,000
Revised Project Construction Budget	\$1,067,644
RCO Construction Grant*	(\$500,000)
Total Cost to City*	\$567,644

**The RCO grant contract is based on the project construction cost estimate of \$1,154,837. Grant funding distribution is on a reimbursement percentage-based process. Using the project construction cost estimate, RCO would reimburse Camas 43.3% of total project cost, with a not to exceed of \$500,000. The current saving allows room for contingency; however, staff is also confirming with RCO to see if the grant agreement could be amended to adjust the reimbursement percentage up to 46.8%, with a not to exceed of \$500,000, if the cost savings are fully realized at the end of project construction.*

BUDGET IMPACT: The 2024 adopted budget fully funds this project at \$1,154,837. Sources of funding include RCO Grant and a local funding match.

RECOMMENDATION: Staff recommends Council award to the low bidder, North Cascade Excavating LLC, for the Schedule A and Schedule B bid price of \$595,906 with up to 10% change order authorization.



Staff Report – Consent Agenda

February 5, 2024, Council Regular Meeting

TDJ CPA Incorporated Engagement Letter (Submitted by Cathy Huber Nickerson)

Phone	Email
360.817. 1537	chuber@cityofcamas.us

BACKGROUND: The City of Camas Finance Department engages in accounting services with TDJ CPA Incorporated to provide technical assistance in the preparation of the City's Annual Comprehensive Financial Report and provide support assistance with the State Audit for the City.

SUMMARY: This engagement letter is for the services the City has received for over ten years. This letter is more expensive than prior years in that in addition to providing prior year services, the TDJ CPA team will be ensuring the financial system will generate accurate financial statements by running parallel report preparations. This is a one-time activity which will help with the annual audit. The cost of this contract is not to exceed \$61,500.

BENEFITS TO THE COMMUNITY: This contract helps ensure the City has accurate financial statements for the community.

POTENTIAL CHALLENGES: If the contract is not approved, there may be a delay in the preparation of the Annual Comprehensive Financial Report which would also delay the State Audit which in turn may jeopardize the opportunity to submit the report for the GFOA award which is considered best practices.

BUDGET IMPACT: The budget for this contract is in the City's 2024 adopted budget.

RECOMMENDATION: Staff recommends Council approve the Mayor to sign the TDJ CPA Incorporated Engagement Letter.



Teresa D. Johnson CPA, Inc.

December 8, 2023

Cathy Huber, Finance Director
City of Camas
 616 NE 4th Avenue
 Camas, WA 98607

Dear Cathy:

Teresa D Johnson CPA, Inc (“firm,” “we,” “us,” or “our”) is pleased to provide the City of Camas (“you” or “your”) with the professional services described below. This letter, and the attached *Terms and Conditions Addendum* and any other attachments incorporated herein (collectively, “Agreement”), confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement.

Engagement Objective and Scope

Consulting Services

We will provide technical assistance to the City of Camas during the year, as requested. This may relate to answering technical accounting questions, aiding with internal controls, assisting with yearend journal entries or other matters.

We will also perform a technical review of the City Financials Statements for the period ending December 31, 2023, using the GFOA checklist or AICPA State and Local Governments checklist. Additionally, this will consist of reading the financial statements, tying the statements to each other, and looking for obvious errors. We will not audit or review these statements and/or schedules.

The performance of “other accounting services” is deemed to be “nonattest services” in our professional standards.

Preparation Services

The objective of our engagement is to prepare from information you provide, the annual financial statements of City of Camas, which are comprised of the statement of net position as of December 31, 2023, and the related statements of revenues, expenses and changes in net position, and cash flows for the year then ended and the related notes to the financial statements. We will also prepare the Net Pension and OPEB Liability calculation and Required Supplementary information for the period ending December

31, 2023. Additionally, we will prepare the required management's discussion and analysis and Washington State Auditor's Office annual schedules, as applicable.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws or regulations. In addition, we are not responsible for identifying or communicating deficiencies in your internal controls.

Engagement Deliverable

The deliverable of this engagement will be the prepared financial statements, and the Net Pension liability and OPEB liability calculations outlined in the *Engagement Objective and Scope* section of this Agreement.

The prepared financial statements will not be accompanied by a report.

Each page of the financial statements will include a legend with the following items:

- A statement indicating that no assurance is provided on the financial statements;
- If applicable, a statement on whether the financial statements contain any known departures from U.S. GAAP, including inadequate disclosure; and
- If applicable, a statement on whether the financial statements omit substantially all required disclosures.

CPA Firm Responsibilities

We will conduct our engagement in accordance with the Statements on Standards for Accounting and Review Services ("SSARS") issued by the American Institute of Certified Public Accountants including the ethical principles of integrity, objectivity, professional competence, and due care.

Financial statement preparation differs significantly from an engagement to compile financial statements, or a review or audit of financial statements. Compilation procedures require the accountant to consider whether the financial statements appear to be appropriate in form and free from obvious material misstatements. A financial statement preparation does not include such procedures. In addition, a financial statement preparation also does not contemplate performing inquiry, analytical procedures, or other procedures ordinarily performed in a review. Finally, a financial statement preparation does not contemplate obtaining an understanding of the entity's internal controls, assessing fraud risk, testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (for example, cancelled checks or bank images), or other procedures ordinarily performed in an audit.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the prepared financial statements.

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If we become aware of records, documents, explanations, or other information, including significant judgments, used in preparation of the financial statement that are incomplete, inaccurate, or otherwise unsatisfactory, we will bring this information to the attention of management and request additional or corrected information.

Our responsibility under this engagement is limited to the period covered by our services and does not extend to matters that may arise during any later periods for which we are not engaged.

This engagement is limited to the professional services outlined above.

Client Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP.

You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- the selection of the financial reporting framework to be applied in the preparation of the financial statements;
- the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of the financial statements that are free from misstatement whether due to fraud or error;
- the prevention and detection of fraud;
- identifying and ensuring that you comply with the laws and regulations applicable to your activities;
- providing us with:
 - Documentation and other information that is relevant to the preparation and presentation of the financial statements;
 - Additional information that we may request from you for the purpose of the engagement; and
 - Unrestricted access to persons with the entity of whom we determine it necessary to communicate.
- safeguarding your records and documentation;
- ensuring that your records, documentation, explanations and other information, including significant judgments, you provide to us are complete and accurate; and

During the course of the engagement, we may assist management with judgments regarding amounts or disclosures to be reflected in the financial statements. We will discuss any such judgments with you, and you accept responsibility of those judgments.

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You also acknowledge that independence is not required in order to provide financial statement preparation services in accordance with the SSARS. The performance of the preparation services may impair our independence unless safeguards are met. We are available to discuss these safeguards with you if you anticipate the need for services that require independence, such as an audit or review of financial statements.

Timing of Engagement

We expect to begin services, as described in the *Engagement Objective and Scope*, on approximately January 1, 2024 and plan to provide the prepared financial statements to you on approximately April 30, 2024. The timing of our work is dependent on the timely receipt of the information we request from you. Our services will conclude upon the earlier of:

- delivery of the prepared financial statements to you;
- as of the date of our closure letter; or
- written notification by either party that the engagement is terminated.

Consulting services may continue until December 31, 2024.

Professional Fee

We estimate that our fee for the services outlined above will not exceed \$61,500. This will be billed monthly at the standard billing rate of \$246 per hour for certified public accounts and \$178 per hour for non licensed accountants. This fee is based upon the complexity of the work to be performed and our professional time, as well as out-of-pocket expenses. In addition, this fee is dependent on the timely delivery, availability, quality, and completeness of the information you provide to us. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis. If this estimate will be exceeded, we will obtain pre-approval prior to performing additional services.

Termination and Other Terms

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, non-payment of fees, your failure to comply with the terms of this Agreement, or as we determine professional standards require. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines. Further, either party may terminate with a 30-day written notice.

If this Agreement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services.

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Engagements for additional services may necessitate that we amend this letter or issue a separate engagement letter to reflect the obligations of both parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this engagement letter.

Entire Agreement

This engagement letter, including any attachments, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this engagement letter must be made in writing and signed by both parties. This Agreement has been entered into solely between City of Camas and Teresa D Johnson CPA, Inc and no third-party beneficiaries are created hereby.

* * * * *

We appreciate the opportunity to be of service to City of Camas. Please date and execute the enclosed copy of this Agreement and return it to us to acknowledge your acceptance. We will not initiate services until we receive the executed Agreement.

Very truly yours,



Teresa D. Johnson

Approved:

Cathy Huber, Executive Director

Date: _____

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Terms and Conditions Addendum for Teresa D Johnson CPA, Inc

Overview

This addendum to the engagement letter describes our standard terms and conditions (“Terms and Conditions”) related to our provision of services to you. This addendum, and the accompanying engagement letter, comprise your agreement with us (“Agreement”). If there is any inconsistency between the engagement letter and this *Terms and Conditions Addendum*, the engagement letter will prevail to the extent of the inconsistency.

For the purposes of this *Terms and Conditions Addendum*, any reference to “firm,” “we,” “us,” or “our” is a reference to Teresa D Johnson CPA, Inc, and any reference to “you,” or “your” is a reference to the party or parties that have engaged us to provide services. References to “Agreement” mean the engagement letter or other written document describing the scope of services, any other attachments incorporated therein, and this *Terms and Conditions Addendum*.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

If you transmit your confidential information to us in a manner other than via a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than via a secure portal, you agree that we are not responsible for any liability associated therewith, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any damages arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

P H O N E

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Newsletters and Similar Communications

We may send newsletters, emails, explanations of technical developments or similar communications to you. These communications are of a general nature and should not be construed as professional advice. We may not send all such communications to you. These communications do not constitute a client relationship with you, nor do they constitute advice or an undertaking on our part to monitor issues for you.

Independent Contractor

When providing services to your company, we will be functioning as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this agreement are solely obligations of Teresa D Johnson CPA, Inc, and no partner, principal, employee or agent of Teresa D Johnson CPA, Inc shall be subjected to any personal liability whatsoever to you or any person or entity.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute legal or investment advice unless specifically engaged to provide investment advice in the *Engagement Objective and Scope* section of this Agreement. We recommend that you retain legal counsel and investment advisors to provide such advice.

Referrals

In the course of providing services to you, you may request referrals to products or professionals such as attorneys, brokers, or investment advisors. We may identify professional(s) or product(s) for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional or product and determining if the professional or product meets your needs. You agree that we will not oversee the activities of and have no responsibility for the work product of any professional or the suitability of any product we refer to you or that you separately retain. Further, we are not responsible for any services we perform that fail to meet the intended outcomes as a result of relying on the services of other professionals or products you may retain.

Brokerage or Investment Advisory Statements

If you provide our firm with copies of brokerage (or investment advisory) statements and/or read-only access to your accounts, we will use the information solely for the purpose described in the *Engagement Objective and Scope* section of the engagement letter. We will rely on the accuracy of the information provided in the statements and will not undertake any action to verify this information. We will not monitor transactions, investment activity, provide investment advice, or

PHONE

360.904.0972

EMAIL

TERESA@TDJCPA.COM

supervise the actions of the entity or individuals entering into transactions or investment activities on your behalf. We recommend that you receive and carefully review all statements upon receipt and direct any questions regarding account activity to your banker, broker or investment advisor.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility, except to the extent caused by our gross negligence or willful misconduct, for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate engagement letter.

Management Responsibilities

While Teresa D Johnson CPA, Inc can provide assistance and recommendations, you are responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee any services that Teresa D Johnson CPA, Inc provides. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are ultimately responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Conflicts of Interest

If we, in our sole discretion, believe a conflict has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product.

Mediation

If a dispute arises out of or relates to the Agreement, including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration

P H O N E
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Association (“AAA”) under the *AAA Accounting and Related Services Arbitration Rules and Mediation Procedures* before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

Indemnification

You agree to defend, indemnify, and hold us, including our shareholders, directors, officers, employees, agents, and representatives harmless from and against any and all damages, claims, losses, fees, assessments, interest charges, or penalties, including reasonable attorneys’, incurred by or charges to us as a result of any claim, cause of action, or assessment whatsoever arising out of or related to, directly or indirectly, your misrepresentations to us, your withholding or concealment of information from us, or your breach of the terms of this Agreement, excepting only claims arising out of the gross negligence or intentional acts of us. The provisions of this paragraph shall apply regardless of the nature of the claim.

Insurance

Teresa D Johnson, CPA Inc shall, during the term of the engagement and for 3 years after termination of same by either you or us, maintain in full force and effect, accountants professional liability insurance coverage from an insurance carrier or carriers licensed to conduct business in the state of Washington. As of the policy effective date, such insurance carrier(s) shall be rated A- (Excellent), by A.M. Best with a Financial Size Category of Class VII or greater. Premiums for said insurance policy shall be paid by Teresa D Johnson CPA, Inc.

Upon your written request, Teresa D Johnson CPA, Inc shall furnish certificates of insurance for the required insurance coverage. Such certificate of insurance shall indicate the minimum limits of liability per claim and in the aggregate as required by you.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically

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store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, “hard copy” format or other medium.

Force Majeure

Neither party shall be held liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. However, no Force Majeure event shall excuse the client of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

Assignment

All parties acknowledge and agree that the terms and conditions of this Agreement shall be binding upon and inure to the parties’ successors and assigns, subject to applicable laws and regulations.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

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Staff Report – Consent Agenda

February 5, 2024 Council Regular Meeting

Reject All Bids for NW 38th Avenue Improvements Phase 3 and Authorize Staff to Readvertise for Rebidding (Submitted by James Carothers, Engineering Manager)

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

BACKGROUND: Phase 3 of NW 38th Avenue includes street improvements from NW Parker Street to Grass Valley Park. Bids to construct the project were received from six contractors and publicly opened on November 29, 2023. The apparent low bidder, Nutter Corporation, was disqualified by City of Camas due to omissions in their bid proposal. Bidding documents for the new apparent low bidder, Rotschy Inc., were then forwarded to the FHWA grant administrator, WSDOT, for review. FHWA grants require Disadvantaged Business Enterprise (DBE) participation, typically by way of eligible subcontractors, by the successful construction contractor. On December 20, 2023 the WSDOT Office of Equity and Civil Rights determined that Rotschy Inc.'s bid was non-responsive due to insufficient monetary utilization of DBEs. Rotschy Inc. filed a request for reconsideration with WSDOT on December 21, 2024 stating the reasons that they believed their bid was responsive and requesting that the project be awarded. On January 26, 2024 the WSDOT Office of Equity and Civil Rights sent a notice dated January 23, 2024 to Rotschy Inc. stating that the request for reconsideration had been denied and that the bid was confirmed as non-responsive.

RECOMMENDATION: Staff recommends that all bids be rejected and that the project be readvertised for rebidding. This recommendation is based on staff's analysis that the next lowest bid from Tapani Inc. appears to have similar DBE deficiencies as the bid deemed non-responsive from Rotschy Inc.



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

DocuSigned by:
James E. Carothers
James E. Carothers, PE

1/29/2024

Date

Item 15.

				This re-certification is a correction based on the discovery of a missing mandatory bid document for Colf Construction and bid review by WSDOT Office of Equity and Civil Rights.															
				Engineer's Estimate:		Tapani Inc		Advanced Excavating Specialists LLC		Goodfellow Bros LLC		Rotschy Inc		Colf Construction		Nutter Corporation			
				\$5,833,242.50		1904 SE 6th Place / PO Box 1900		1200 Hazel Street		7515 NE Ambassador Pl, Ste E		7408 NE 113th Circle		PO Box 1434		7211 NE 43rd Ave			
DESCRIPTION: NW 38th Avenue Improvements, Phase 3						Battle Ground, WA 98604		Kelso WA 98626		Portland OR 97220		Vancouver WA 98662		Vancouver WA 98668		Vancouver WA 98661			
			Ent. By			lancet@tapani.com		chad@advexc.us				estimator@rotschyinc.com		garrett@colf.com		bids@nuttercorp.com			
DATE OF BID OPENING: November 29, 2023				MP		360-687-1148		360-232-8854		503-256-4114		360-334-3100		360-949-9719		360-907-9405			
Project - Schedule A																			
ITEM	DESCRIPTION	UNIT	QTY	UNIT	ENGRG	UNIT	CONTRACT	UNIT	CONTRACT	UNIT	CONTRACT	UNIT	CONTRACT	UNIT	CONTRACT	UNIT	CONTRACT		
NO				PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL		
1	Mobilization	LS	1	\$ 420,000.00	\$420,000.00	\$538,969.25	\$538,969.25	\$530,000.00	\$530,000.00	\$555,000.00	\$555,000.00	\$587,680.00	\$587,680.00	\$500,000.00	\$500,000.00	--	--		
2	ADA Features Surveying	LS	1	\$ 3,000.00	\$3,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$5,600.00	\$5,600.00	\$2,500.00	\$2,500.00	\$3,400.00	\$3,400.00	\$5,000.00	\$5,000.00		
3	Record Drawings (Minimum Bid \$5,000)	LS	1	\$ 5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
4	Training	HR	400	\$ 10.00	\$4,000.00	\$22.00	\$8,800.00	\$64.00	\$25,600.00	\$25.00	\$10,000.00	\$25.00	\$10,000.00	\$54.00	\$21,600.00	\$20.00	\$8,000.00		
5	SPCC Plan	LS	1	\$ 5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00		
6	Project Temporary Traffic Control	LS	1	\$ 80,000.00	\$80,000.00	\$47,500.00	\$47,500.00	\$20,000.00	\$20,000.00	\$45,000.00	\$45,000.00	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$65,000.00	\$65,000.00		
7	Traffic Control Supervisor	LS	1	\$ 20,000.00	\$20,000.00	\$14,500.00	\$14,500.00	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$115,000.00	\$115,000.00	\$10,000.00	\$10,000.00		
8	Portable Changeable Message Sign	LS	1	\$ 20,000.00	\$20,000.00	\$11,500.00	\$11,500.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$42,000.00	\$42,000.00		
9	Flaggers	HR	3000	\$ 75.00	\$225,000.00	\$75.00	\$225,000.00	\$67.00	\$201,000.00	\$70.00	\$210,000.00	\$55.00	\$165,000.00	\$74.00	\$222,000.00	\$71.00	\$213,000.00		
10	Work Zone Safety Contingency	EST	1	\$ 25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00		
11	Construction Staging and Access Plan	LS	1	\$ 20,000.00	\$20,000.00	\$1,000.00	\$1,000.00	\$40,000.00	\$40,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$75,000.00	\$75,000.00		
12	Temporary Pedestrian Access Plan and Implementation (Minimum Bid \$10,000)	LS	1	\$ 10,000.00		\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$42,500.00	\$42,500.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		
13	Clearing and Grubbing	AC	2.1	\$ 5,000.00	\$10,500.00	\$9,500.00	\$19,950.00	\$69,000.00	\$144,900.00	\$29,450.00	\$61,845.00	\$90,000.00	\$189,000.00	\$120,000.00	\$252,000.00	\$60,000.00	\$126,000.00		
14	Removal of Structures and Obstructions	LS	1	\$ 20,000.00	\$20,000.00	\$36,500.00	\$36,500.00	\$20,000.00	\$20,000.00	\$68,050.00	\$68,050.00	\$25,000.00	\$25,000.00	\$250,000.00	\$250,000.00	\$50,000.00	\$50,000.00		
15	Roadway Excavation Incl. Haul	CY	2600	\$ 30.00	\$78,000.00	\$35.00	\$91,000.00	\$50.00	\$130,000.00	\$50.00	\$130,000.00	\$50.00	\$130,000.00	\$40.00	\$104,000.00	\$18.00	\$46,800.00		
16	Select Borrow Incl. Haul	CY	7100	\$ 40.00	\$284,000.00	\$28.00	\$198,800.00	\$55.00	\$390,500.00	\$55.00	\$390,500.00	\$30.00	\$213,000.00	\$50.00	\$355,000.00	\$32.00	\$227,200.00		
17	Unsuitable Foundation Excavation Incl. Haul	CY	3200	\$ 43.00	\$137,600.00	\$70.00	\$224,000.00	\$100.00	\$320,000.00	\$22.00	\$70,400.00	\$90.00	\$288,000.00	\$40.00	\$128,000.00	\$22.00	\$70,400.00		
18	Controlled Density Fill	CY	50	\$ 80.00	\$4,000.00	\$250.00	\$12,500.00	\$450.00	\$22,500.00	\$350.00	\$17,500.00	\$195.00	\$9,750.00	\$250.00	\$12,500.00	\$200.00	\$10,000.00		
19	Construction Geotextile for Separation	SY	180	\$ 2.00	\$360.00	\$3.00	\$540.00	\$2.00	\$360.00	\$6.00	\$1,080.00	\$2.20	\$396.00	\$20.00	\$3,600.00	\$5.00	\$900.00		
20	Crushed Surfacing Base Course	TON	8700	\$ 59.00	\$513,300.00	\$45.50	\$395,850.00	\$35.00	\$304,500.00	\$43.00	\$374,100.00	\$40.00	\$348,000.00	\$50.00	\$435,000.00	\$35.60	\$309,720.00		
21	Cement Amended Subgrade	SY	7300	\$ 4.00	\$29,200.00	\$6.00	\$43,800.00	\$7.00	\$51,100.00	\$7.00	\$51,100.00	\$4.30	\$31,390.00	\$10.00	\$73,000.00	\$8.00	\$58,400.00		
22	Cement for CAS	TON	160	\$ 150.00	\$24,000.00	\$223.00	\$35,680.00	\$200.00	\$32,000.00	\$260.00	\$41,600.00	\$219.00	\$35,040.00	\$100.00	\$16,000.00	\$220.00	\$35,200.00		
23	HMA CL. 3/8 In. PG 58H-22	TON	3340	\$ 130.00	\$434,200.00	\$133.50	\$445,890.00	\$120.00	\$400,800.00	\$260.00	\$868,400.00	\$123.00	\$410,820.00	\$117.00	\$390,780.00	\$117.00	\$390,780.00		
23A	Commercial HMA	TON	1260	\$ 110.00	\$138,600.00	\$133.50	\$168,210.00	\$120.00	\$151,200.00	\$110.00	\$138,600.00	\$119.00	\$149,940.00	\$117.00	\$147,420.00	\$117.00	\$147,420.00		
24	Planing Bituminous Pavement	SY	1350	\$ 4.00	\$5,400.00	\$12.50	\$16,875.00	\$10.00	\$13,500.00	\$110.00	\$148,500.00	\$5.00	\$6,750.00	\$8.00	\$10,800.00	\$6.00	\$8,100.00		
25	Pedestrian Railing	LF	345	\$ 100.00	\$34,500.00	\$350.00	\$120,750.00	\$230.00	\$79,350.00	\$250.00	\$86,250.00	\$350.00	\$120,750.00	\$300.00	\$103,500.00	--	--		
26	Structural Earth Wall - Concrete Block Faced	SF	5145	\$ 49.00	\$252,105.00	\$55.00	\$282,975.00	\$34.00	\$174,930.00	\$40.00	\$205,800.00	\$32.00	\$164,640.00	\$46.00	\$236,670.00	\$36.00	\$185,220.00		
	Gravel Borrow for Structural Earth Wall incl. Haul	CY	600	\$ 40.00	\$24,000.00	\$110.00	\$66,000.00	\$80.00	\$48,000.00	\$80.00	\$48,000.00	\$54.00	\$32,400.00	\$50.00	\$30,000.00	\$53.00	\$31,800.00		
26A	Furnish Steel Piling	SF	11000	\$ 12.00	\$132,000.00	\$30.00	\$330,000.00	\$37.00	\$407,000.00	\$26.00	\$286,000.00	\$28.00	\$308,000.00	\$30.00	\$330,000.00	\$30.00	\$330,000.00		
28	Install Sheet Pile Wall	SF	11000	\$ 13.00	\$143,000.00	\$8.00	\$88,000.00	\$13.50	\$148,500.00	\$22.00	\$242,000.00	\$23.40	\$257,400.00	\$18.00	\$198,000.00	\$10.00	\$110,000.00		
28A	Gravel Backfill for Wall	CY	300	\$ 40.00	\$12,000.00	\$75.00	\$22,500.00	\$80.00	\$24,000.00	\$80.00	\$24,000.00	\$76.00	\$22,800.00	\$80.00	\$24,000.00	\$80.00	\$24,000.00		
29	Schedule A Storm Sewer Pipe 10 In. Diam.	LF	20	\$ 75.00	\$1,500.00	\$95.50	\$1,910.00	\$155.00	\$3,100.00	\$180.00	\$3,600.00	\$140.00	\$2,800.00	\$110.00	\$2,200.00	\$85.00	\$1,700.00		
30	Schedule A Storm Sewer Pipe 12 In. Diam.	LF	760	\$ 80.00	\$60,800.00	\$136.75	\$103,930.00	\$180.00	\$136,800.00	\$115.00	\$87,400.00	\$130.00	\$98,800.00	\$120.00	\$91,200.00	\$65.00	\$49,400.00		
31	Ductile Iron Storm Sewer Pipe 10 In. Diam.	LF	210	\$ 100.00	\$21,000.00	\$140.50	\$29,505.00	\$155.00	\$32,550.00	\$200.00	\$42,000.00	\$185.00	\$38,850.00	\$150.00	\$31,500.00	\$36.00	\$7,560.00		
32	Ductile Iron Storm Sewer Pipe 12 In. Diam.	LF	850	\$ 110.00	\$93,500.00	\$141.00	\$119,850.00	\$150.00	\$127,500.00	\$170.00	\$144,500.00	\$152.00	\$129,200.00	\$160.00	\$136,000.00	\$132.00	\$112,200.00		
33	Ductile Iron Storm Sewer Pipe 15 In. Diam.	LF	30	\$ 130.00	\$3,900.00	\$186.00	\$5,580.00	\$190.00	\$5,700.00	\$270.00	\$8,100.00	\$195.00	\$5,850.00	\$170.00	\$5,100.00	\$55.00	\$1,650.00		
34	Ductile Iron Storm Sewer Pipe 24 In. Diam.	LF	230	\$ 200.00	\$46,000.00	\$235.00	\$54,050.00	\$280.00	\$64,400.00	\$280.00	\$64,400.00	\$250.00	\$57,500.00	\$220.00	\$50,600.00	\$211.00	\$48,530.00		
	CL. III Reinf. Conc. Storm Sewer Pipe 36 In. Diam.	LF	25	\$ 300.00		\$7,500.00	\$159.00	\$3,975.00	\$445.00	\$11,125.00	\$540.00	\$13,500.00	\$300.00	\$7,500.00	\$400.00	\$10,000.00	\$260.00	\$6,500.00	
36	PVC C900 Storm Sewer Pipe 10 In. Diam.	LF	40	\$ 200.00	\$8,000.00	\$187.00	\$7,480.00	\$160.00	\$6,400.00	\$270.00	\$10,800.00	\$180.00	\$7,200.00	\$200.00	\$8,000.00	\$120.00			

						Tapani Inc		Advanced Excavating Specialists LLC		Goodfellow Bros LLC		Rotschy Inc		Colf Construction		Nutter Corporation		
52	Dual Frame and Grate Catch Basin (Modified) - Type 2	EACH	1	\$ 10,000.00	\$10,000.00	\$3,900.00	\$3,900.00	\$7,000.00	\$7,000.00	\$5,500.00	\$5,500.00	\$6,300.00	\$6,300.00	\$7,000.00	\$7,000.00	\$6,300.00	\$6,300.00	
53	12 In. Diam. Cleanout	EACH	2	\$ 3,000.00	\$6,000.00	\$2,300.00	\$4,600.00	\$2,000.00	\$4,000.00	\$2,400.00	\$4,800.00	\$2,300.00	\$4,600.00	\$2,000.00	\$4,000.00	\$4,500.00	\$9,000.00	
54	Detention System	LS	1	\$ 90,000.00	\$90,000.00	\$186,850.00	\$186,850.00	\$195,000.00	\$195,000.00	\$14,700.00	\$14,700.00	\$149,000.00	\$149,000.00	\$110,000.00	\$110,000.00	\$180,000.00	\$180,000.00	
55	Trench Safety System (Minimum Bid \$1/LF)	LF	1210	\$ 1.00	\$1,210.00	\$1.00	\$1,210.00	\$26.00	\$31,460.00	\$1.00	\$1,210.00	\$1.00	\$1,210.00	\$2.00	\$2,420.00	\$5.00	\$6,050.00	
56	Removal and Replacement of Unsuitable Material	CY	100	\$ 110.00	\$11,000.00	\$103.00	\$10,300.00	\$150.00	\$15,000.00	\$220.00	\$22,000.00	\$50.00	\$5,000.00	\$50.00	\$5,000.00	\$150.00	\$15,000.00	
57	Erosion Control and Water Pollution Prevention	LS	1	\$ 90,000.00	\$90,000.00	\$18,150.00	\$18,150.00	\$10,000.00	\$10,000.00	\$16,400.00	\$16,400.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	
58	Silt Fence	LF	4000	\$ 5.00	\$20,000.00	\$6.00	\$24,000.00	\$3.00	\$12,000.00	\$6.00	\$24,000.00	\$3.50	\$14,000.00	\$4.00	\$16,000.00	\$3.00	\$12,000.00	
59	High Visibility Silt Fence	LF	600	\$ 5.00	\$3,000.00	\$6.00	\$3,600.00	\$3.50	\$2,100.00	\$6.00	\$3,600.00	\$3.50	\$2,100.00	\$4.00	\$2,400.00	\$5.00	\$3,000.00	
60	Inlet Protection	EACH	22	\$ 75.00	\$1,650.00	\$72.50	\$1,595.00	\$80.00	\$1,760.00	\$100.00	\$2,200.00	\$80.00	\$1,760.00	\$40.00	\$880.00	\$120.00	\$2,640.00	
61	Wattle	LF	150	\$ 10.00	\$1,500.00	\$4.20	\$630.00	\$10.00	\$1,500.00	\$6.00	\$900.00	\$7.50	\$1,125.00	\$8.00	\$1,200.00	\$24.00	\$3,600.00	
62	Stabilized Construction Entrance	SY	700	\$ 25.00	\$17,500.00	\$20.00	\$14,000.00	\$30.00	\$21,000.00	\$35.00	\$24,500.00	\$25.00	\$17,500.00	\$10.00	\$7,000.00	\$28.00	\$19,600.00	
63	Street Sweeping	HR	160	\$ 160.00	\$25,600.00	\$143.00	\$22,880.00	\$210.00	\$33,600.00	\$180.00	\$28,800.00	\$50.00	\$8,000.00	\$100.00	\$16,000.00	\$150.00	\$24,000.00	
64	Topsoil Type A	ACRE	0.95	\$ 55,000.00	\$52,250.00	\$96,500.00	\$91,675.00	\$88,000.00	\$83,600.00	\$90,000.00	\$85,500.00	\$80,000.00	\$76,000.00	\$81,000.00	\$76,950.00	\$90,000.00	\$85,500.00	
65	Fine Compost	SY	1400	\$ 15.00	\$21,000.00	\$6.50	\$9,100.00	\$5.75	\$8,050.00	\$6.00	\$8,400.00	\$6.00	\$8,400.00	\$20.00	\$28,000.00	\$6.00	\$8,400.00	
66	Bark or Wood Chip Mulch	ACRE	0.29	\$ 40,000.00	\$11,600.00	\$41,290.00	\$11,974.10	\$38,000.00	\$11,020.00	\$40,000.00	\$11,600.00	\$40,000.00	\$11,600.00	\$34,982.76	\$10,145.00	\$38,000.00	\$11,020.00	
67	PSIPE, Autumn Blaze Maple, 2" caliper	EACH	7	\$ 500.00	\$3,500.00	\$511.00	\$3,577.00	\$465.00	\$3,255.00	\$500.00	\$3,500.00	\$500.00	\$3,500.00	\$400.00	\$2,800.00	\$500.00	\$3,500.00	
68	PSIPE, Eastern Redbud, 2" caliper	EACH	20	\$ 500.00	\$10,000.00	\$631.00	\$12,620.00	\$575.00	\$11,500.00	\$620.00	\$12,400.00	\$618.00	\$12,360.00	\$400.00	\$8,000.00	\$600.00	\$12,000.00	
69	PSIPE, Oregon Ash, 2" caliper	EACH	103	\$ 500.00	\$51,500.00	\$569.00	\$58,607.00	\$520.00	\$53,560.00	\$550.00	\$56,650.00	\$557.00	\$57,371.00	\$400.00	\$41,200.00	\$550.00	\$56,650.00	
70	PSIPE, Tupelo, 2" caliper	EACH	31	\$ 500.00	\$15,500.00	\$631.00	\$19,561.00	\$575.00	\$17,825.00	\$600.00	\$18,600.00	\$618.00	\$19,158.00	\$400.00	\$12,400.00	\$600.00	\$18,600.00	
71	PSIPE, Aristocrat Flowering Pear, 2" caliper	EACH	18	\$ 500.00	\$9,000.00	\$483.00	\$8,694.00	\$440.00	\$7,920.00	\$450.00	\$8,100.00	\$473.00	\$8,514.00	\$400.00	\$7,200.00	\$500.00	\$9,000.00	
72	PSIPE, Chancellor Linden, 2" caliper	EACH	3	\$ 500.00	\$1,500.00	\$477.50	\$1,432.50	\$430.00	\$1,290.00	\$450.00	\$1,350.00	\$468.00	\$1,404.00	\$400.00	\$1,200.00	\$500.00	\$1,500.00	
73	PSIPE, Sword fern, #1	EACH	61	\$ 35.00	\$2,135.00	\$19.00	\$1,159.00	\$18.00	\$1,098.00	\$18.00	\$1,098.00	\$18.00	\$1,098.00	\$10.00	\$610.00	\$19.00	\$1,159.00	
74	PSIPE, Burning Bush, #1	EACH	61	\$ 35.00	\$2,135.00	\$14.50	\$884.50	\$13.00	\$793.00	\$15.00	\$915.00	\$14.00	\$854.00	\$10.00	\$610.00	\$14.00	\$854.00	
75	PSIPE, Nandina, #1	EACH	107	\$ 35.00	\$3,745.00	\$17.50	\$1,872.50	\$16.00	\$1,712.00	\$16.00	\$1,712.00	\$17.00	\$1,819.00	\$15.00	\$1,605.00	\$16.00	\$1,712.00	
76	PSIPE, Oregon Grape, #1	EACH	235	\$ 35.00	\$8,225.00	\$21.50	\$5,052.50	\$20.00	\$4,700.00	\$20.00	\$4,700.00	\$21.00	\$4,935.00	\$10.00	\$2,350.00	\$20.00	\$4,700.00	
77	PSIPE, Veronica, #1	EACH	406	\$ 35.00	\$14,210.00	\$21.00	\$8,526.00	\$20.00	\$8,120.00	\$20.00	\$8,120.00	\$20.00	\$8,120.00	\$15.00	\$6,090.00	\$20.00	\$8,120.00	
78	PSIPE, Fountain Grass, #1	EACH	200	\$ 35.00	\$7,000.00	\$14.25	\$2,850.00	\$13.00	\$2,600.00	\$14.00	\$2,800.00	\$14.00	\$2,800.00	\$10.00	\$2,000.00	\$14.00	\$2,800.00	
79	PSIPE, Blue Fescue, #1	EACH	155	\$ 25.00	\$3,875.00	\$14.25	\$2,208.75	\$13.00	\$2,015.00	\$14.00	\$2,170.00	\$14.00	\$2,170.00	\$10.00	\$1,550.00	\$14.00	\$2,170.00	
80	Seeding, Fertilizing, and Mulching - Roadside	ACRE	0.66	\$ 15,000.00	\$9,900.00	\$6,440.00	\$4,250.40	\$6,000.00	\$3,960.00	\$10,000.00	\$6,600.00	\$6,300.00	\$4,158.00	\$10,606.06	\$7,000.00	\$6,300.00	\$4,158.00	
81	Plant Establishment - Second Year	EST	1	\$ 35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	
82	Plant Establishment - Third Year	EST	1	\$ 35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	
83	Root Barrier	LF	2112	\$ 25.00	\$52,800.00	\$9.00	\$19,008.00	\$8.00	\$16,896.00	\$8.00	\$16,896.00	\$8.70	\$18,374.40	\$12.00	\$25,344.00	\$8.00	\$16,896.00	
84	Irrigation System	LS	1	\$ 90,000.00	\$90,000.00	\$48,565.00	\$48,565.00	\$61,000.00	\$61,000.00	\$47,600.00	\$47,600.00	\$45,000.00	\$45,000.00	\$60,000.00	\$60,000.00	\$42,000.00	\$42,000.00	
85	Cement Conc. Traffic Curb And Gutter	LF	4200	\$ 40.00	\$168,000.00	\$23.00	\$96,600.00	\$43.00	\$180,600.00	\$27.00	\$113,400.00	\$21.00	\$88,200.00	\$20.00	\$84,000.00	\$19.00	\$79,800.00	
86	Cement Conc. Traffic Curb	LF	2650	\$ 35.00	\$92,750.00	\$23.00	\$60,950.00	\$41.00	\$108,650.00	\$23.00	\$60,950.00	\$24.00	\$63,600.00	\$18.00	\$47,700.00	\$25.00	\$66,250.00	
87	Dual-Faced Cement Conc. Traffic Curb And Gutter	LF	30	\$ 75.00	\$2,250.00	\$50.00	\$1,500.00	\$133.00	\$3,990.00	\$87.00	\$2,610.00	\$72.00	\$2,160.00	\$50.00	\$1,500.00	\$61.00	\$1,830.00	
88	Cement Conc. Driveway Entrance	SY	90	\$ 100.00	\$9,000.00	\$145.00	\$13,050.00	\$185.00	\$16,650.00	\$220.00	\$19,800.00	\$141.00	\$12,690.00	\$120.00	\$10,800.00	\$150.00	\$13,500.00	
89	Coated Chain Link Fence Type 4	LF	2300	\$ 30.00	\$69,000.00	\$35.00	\$80,500.00	\$26.50	\$60,950.00	\$35.00	\$80,500.00	\$28.00	\$64,400.00	\$50.00	\$115,000.00	\$62.00	\$142,600.00	
90	Monument Case and Cover	EACH	4	\$ 875.00	\$3,500.00	\$500.00	\$2,000.00	\$1,500.00	\$6,000.00	\$550.00	\$2,200.00	\$266.00	\$1,064.00	\$600.00	\$2,400.00	\$800.00	\$3,200.00	
91	Cement Conc. Sidewalk	SY	3800	\$ 70.00	\$266,000.00	\$85.00	\$323,000.00	\$104.00	\$395,200.00	\$87.00	\$330,600.00	\$85.00	\$323,000.00	\$68.00	\$258,400.00	\$88.00	\$334,400.00	
92	Thickened Cement Conc. Sidewalk	SY	170	\$ 110.00	\$18,700.00	\$145.00	\$24,650.00	\$265.00	\$45,050.00	\$170.00	\$28,900.00	\$171.00	\$29,070.00	\$110.00	\$18,700.00	\$172.00	\$29,240.00	
93	Cement Conc. Sidewalk with Thickened Edge	SY	210	\$ 270.00	\$56,700.00	\$150.00	\$31,500.00	\$294.00	\$61,740.00	\$180.00	\$37,800.00	\$156.00	\$32,760.00	\$120.00	\$25,200.00	\$176.00	\$36,960.00	
94	Thickened Cement Conc. Sidewalk with Thickened Edge	SY	75	\$ 300.00	\$22,500.00	\$180.00	\$13,500.00	\$372.00	\$27,900.00	\$230.00	\$17,250.00	\$176.00	\$13,200.00	\$145.00	\$10,875.00	\$192.00	\$14,400.00	
95	Cement Conc. Curb Ramp	EACH	5	\$ 2,500.00	\$12,500.00	\$4,500.00	\$22,500.00	\$7,000.00	\$35,000.00	\$4,580.00	\$22,900.00	\$2,871.00	\$14,355.00	\$3,600.00	\$18,000.00	\$4,201.00	\$21,005.00	
96	Detectable Warning Surface	SF	10	\$ 35.00	\$350.00	\$60.00	\$600.00	\$62.00	\$620.00	\$60.00	\$600.00	\$44.00	\$440.00	\$60.00	\$600.00	\$63.00	\$630.00	
97	Rock for Erosion and Scour Protection Class A	CY	500	\$ 100.00	\$50,000.00	\$103.00	\$51,500.00	\$155.00	\$77,500.00	\$150.00	\$75,000.00	\$115.00	\$57,500.00	\$100.00	\$50,000.00	\$130.00	\$65,000.00	
98	Outfall Quarry Spall Apron	EACH	2	\$ 4,500.00	\$9,000.00	\$1,075.00	\$2,150.00	\$600.00	\$1,200.00	\$3,450.00	\$6,900.00	\$315.00	\$630.00	\$3,000.00	\$6,000.00	\$1,000.00	\$2,000.00	
99	Remove and Reset Existing Mailbox	EACH	2	\$ 500.00	\$1,000.00	\$594.00	\$1,188.00	\$900.00	\$1,800.00	\$560.00	\$1,120.00	\$455.00	\$910.00	\$800.00	\$1,600.00	\$500.00	\$1,000.00	
100	Illumination System	LS	1	\$ 362,000.00	\$362,000.00	\$350,000.00	\$350,000.00	\$410,000.00	\$410,000.00	\$345,000.00	\$345,000.00	\$350,000.00	\$350,000.00	\$375,000.00	\$375,000.00	\$345,000.00	\$345,000.00	
101	Permanent Signing	LS	1	\$ 7,700.00	\$7,700.00	\$15,000.00	\$15,000.00	\$7,000.00	\$7,000.00	\$9,000.00	\$9,000.00	\$16,000.00	\$16,000.00	\$20,000.00	\$20,000.00	--	--	
102	Paint Line	LF	6600	\$ 0.30	\$1,980.00	\$0.60	\$3,960.00	\$0.55	\$3,630.00	\$0.50	\$3,300.00	\$0.41	\$2,706.00	\$0.52	\$3,432.00	\$0.60	\$3,960.00	
103	Painted Wide Lane Line	LF	4450	\$ 0.50	\$2,225.00	\$1.45	\$6,452.50	\$0.85	\$3,782.50	\$1.50	\$6,675.00	\$0.50	\$2,225.00	\$1.28	\$5,696.00	\$1.00	\$4,450.00	
104	Plastic Stop Line	LF	45	\$ 18.00	\$810.00	\$25.00	\$1,125.00	\$29.00	\$1,305.00	\$25.00	\$1,125.00	\$22.00	\$990.00	\$22.00	\$990.00	\$31.00	\$1,395.00	
105	Plastic Crosswalk Line	SF	305	\$ 10.00	\$3,050.00	\$16.00	\$4,880.00	\$22.00	\$6,710.00	\$15.00	\$4,575.00	\$16.00	\$4,880.00	\$15.00	\$4,575.00	\$24.00	\$7,320.00	
106	Plastic Traffic Arrow	EACH	6	\$ 350.00	\$2,100.00	\$408.00	\$2,448.00	\$363.00	\$2,178.00	\$400.00	\$2,400.00	\$408.00	\$2,448.00	\$357.00	\$2,142.00	\$400.00	\$2,400.00	
107	Plastic Bicycle Lane Symbol	EACH	5	\$ 300.00	\$1,500.00	\$462.00	\$2,310.00	\$363.00	\$1,815.00	\$450.00	\$2,250.00	\$431.00	\$2,155.00	\$404.00	\$2,020.00	\$400.00	\$2,000.00	
108	Removing Paint Line	LF	11500	\$ 1.50	\$17,250.00	\$0.60	\$6,900.00	\$0.70	\$8,050.00									

						Tapani Inc		Advanced Excavating Specialists LLC		Goodfellow Bros LLC		Rotschy Inc		Colf Construction		Nutter Corporation		
ITEM	DESCRIPTION	UNIT	QTY	UNIT	ENGRG	UNIT	CONTRACT	UNIT	CONTRACT	UNIT	CONTRACT	UNIT	CONTRACT	UNIT	CONTRACT	UNIT	CONTRACT	
NO				PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	
113	Adjust Manhole	EACH	1	\$ 700.00	\$700.00	\$510.00	\$510.00	\$1,000.00	\$1,000.00	\$3,420.00	\$3,420.00	\$800.00	\$800.00	\$6,000.00	\$6,000.00	\$1,000.00	\$1,000.00	
114	Ductile Iron Pipe for Water Main 6 In. Diam.	LF	70	\$ 100.00	\$7,000.00	\$120.00	\$8,400.00	\$120.00	\$8,400.00	\$222.00	\$15,540.00	\$160.00	\$11,200.00	\$120.00	\$8,400.00	\$125.00	\$8,750.00	
115	Connect to Existing Water Main	EACH	3	\$ 3,000.00	\$9,000.00	\$8,000.00	\$24,000.00	\$3,350.00	\$10,050.00	\$7,700.00	\$23,100.00	\$3,800.00	\$11,400.00	\$4,500.00	\$13,500.00	\$3,300.00	\$9,900.00	
116	Adjust Valve Box	EACH	6	\$ 300.00	\$1,800.00	\$212.00	\$1,272.00	\$400.00	\$2,400.00	\$730.00	\$4,380.00	\$172.00	\$1,032.00	\$800.00	\$4,800.00	\$500.00	\$3,000.00	
117	Hydrant Assembly	EACH	2	\$ 5,000.00	\$10,000.00	\$6,200.00	\$12,400.00	\$6,150.00	\$12,300.00	\$12,000.00	\$24,000.00	\$5,200.00	\$10,400.00	\$7,000.00	\$14,000.00	\$6,800.00	\$13,600.00	
118	2 In. Diam. Water Service and Meter Box for	EACH	1	\$ 1,500.00	\$1,500.00	\$3,650.00	\$3,650.00	\$4,500.00	\$4,500.00	\$14,730.00	\$14,730.00	\$5,100.00	\$5,100.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	
119	Adjust Sanitary Sewer Cleanout	EACH	1	\$ 1,500.00	\$1,500.00	\$156.00	\$156.00	\$400.00	\$400.00	\$730.00	\$730.00	\$172.00	\$172.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	
	Subtotal Schedule B -				\$31,500.00		\$50,388.00		\$39,050.00		\$85,900.00		\$40,104.00		\$52,700.00		\$40,750.00	
	Sales Tax (8.5%)				\$2,677.50		\$4,282.98		\$3,319.25		\$7,301.50		\$3,408.84		\$4,479.50		\$3,463.75	
	Total Schedule B -				\$34,177.50		\$54,670.98		\$42,369.25		\$93,201.50		\$43,512.84		\$57,179.50		\$44,213.75	
Project - Schedule C																		
ITEM	DESCRIPTION	UNIT	QTY	UNIT	ENGRG	UNIT	CONTRACT	UNIT	CONTRACT	UNIT	CONTRACT	UNIT	CONTRACT	UNIT	CONTRACT	UNIT	CONTRACT	
NO				PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	
120	Storm System Maintenance	EST	1	\$ 40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	
121	Construciton Documentaiton (Minimum Bid \$50,000	LS	1	\$ 50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	
	Total Schedule C -				\$90,000.00		\$90,000.00		\$90,000.00		\$90,000.00		\$90,000.00		\$90,000.00		\$90,000.00	
	TOTAL CONSTRUCTION COST SCHEDULES A+B+C (BASIS OF AWARD**)				\$5,833,242.50		\$6,562,282.98		\$7,218,953.75		\$7,260,817.50		\$6,475,462.24		\$6,829,775.50		\$ --	
												* Non-responsive per WSDOT Office of Equity and Civil Rights		* Non-responsive per GSP 1-02.9 and 1-02.13(1)h: missing DBE Utilization Certification (272-056)		* Non-responsive per GSP 1-02.13(1)e: Unit price for items no. 1, 25, and 101 could not be determined from Bid Proposal		



Transportation Building
 310 Maple Park Avenue S.E.
 P.O. Box 47300
 Olympia, WA 98504-7300
 360-705-7000
 TTY: 1-800-833-6388
www.wsdot.wa.gov

January 23, 2024

Michael McBride, Project Manager
 Rotschy, Inc.
 7408 NE 113th Circle
 Vancouver, WA 98662

RE: STPUL-7031(004) NW 38th Ave Phase 3

Dear Mr. McBride,

This decision is in response to the Reconsideration Hearing that was held on Tuesday, January 16, 2024; regarding the above-named project. Present at that hearing was:

Michael McBride, Rotschy, Inc.
 Daniel Massie, Rotschy, Inc.
 Darin Kysar, Rotschy, Inc.
 Mark Erickson, Rotschy, Inc.
 Allen Westersun, City of Camas
 James, Carothers, City of Camas
 Jim Hodges, City of Camas
 Albert Wang, AG

Robert Klug, WSDOT
 Michelle Britton, WSDOT
 Jackie Bayne, WSDOT
 Jo Uglick, WSDOT
 Nina Jones, WSDOT
 Earl Key, WSDOT

Original Finding

Mobilization was in excess of 10% allowed for their subcontractor Subsurface Construction, LLC's bid with no justification provided.

Bid Items 64 and 84 proposed for DBE Bella Terra exceeded Rotschy's bid amount to WSDOT by \$5,276.51 for bid item 64 and \$312.66 for bid item 84. For these reasons Rotschy's bid was found non-responsive.

The Rule

WSDOT's DBE Participation Plan Section 26.53 (a): Selection of Successful Bidder located on page 53 bullet 2. reads: Bidder will receive credit up to the dollar amount entered and submitted as part of the proposal form for each bid item. DBE COA

Commitment amounts that exceed the amount entered on the bidder's proposal form for each item, will not be credited towards the DBE COA goal.

Analysis

With regard to mobilization: explanation was provided regarding Subsurface Construction that the large heavy equipment and materials required for this project is why extra mobilization was needed. WSDOT has agreed that this is justified and approves the additional \$23,400.00 requested for mobilization.

With regard to the bid items: All sub-recipients who receive federal financial assistance through WSDOT must adopt and comply with WSDOT's DBE Program Participation Plan, as approved by FHWA. Per the DBE Participation Plan as cited above, we are not able to count the DBE COA bid amounts in excess of Rotschy's proposed amounts. The required amount needed for the condition of award is \$970,808.01. Rotschy's original DBE participation bid was for \$971,001.61. Deducting the excess of \$5,589.17, as required by the DBE Participation Plan, means there is an adjusted DBE participation of \$965,412.44. This amount is below the condition of award amount needed and with no good faith efforts box checked or submitted within the time allotted at bid time, the original finding of Rotschy to be non-responsive stands.

Sincerely,



Earl Key Esq. LL.M, M.S. CCEP, CFE
Senior Director of Transportation Equity
Office of Equity and Civil Rights
Washington State Department of Transportation

2024 Citizen Appointment

Board/ Committee/ Commission	Term	Full Name	Appointment	Term Expiration
Parks and Recreation Commission	3 Years	Bud Henson	Appointment	12/31/2026

~ PROCLAMATION ~

WHEREAS, each February Black History Month serves as both a celebration and a powerful reminder that Black history is American history; and

WHEREAS, we use this month to honor the rich history and contributions made by Black Americans who have helped shape our city, state and nation; and

WHEREAS, the 2024 national theme for observance is: “African Americans and the Arts,” which explores how Black Americans have impacted visual and performing arts, music, literature, fashion, folklore, language, film, architecture, culinary, and other cultural movements throughout the history of this Nation; and

WHEREAS, the observance of Black History Month calls our attention to the continued need to battle racism and build a society that lives up to its democratic ideals; and

WHEREAS, Black Americans have and continue to make substantial contributions locally to industries of all kinds in our region and beyond; and

WHEREAS, the City of Camas recognizes that racial and ethnic diversity enriches our community and acknowledges the challenges that Black Americans face in achieving equity, opportunity, and social mobility; and

WHEREAS, diversity, equity, inclusion, and belonging are priorities we are determined to work toward eliminating disparities to build a better future, ensure safety, trust, and belonging for all in our community;

NOW THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim February 2024, as:

“Black History Month”

in the City of Camas and encourage all citizens this month and throughout the year to observe, celebrate, and honor Black history and culture and the contributions of Black Americans in our community and throughout our region, state, and nation.

In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 5th day of February 2024.

Steve Hogan, Mayor



Staff Report

February 5, 2024 Council Regular Meeting

2024-2025 Collective Bargaining Agreement between the City of Camas and International Association of Fire Fighters, Local #2444

Presenter: Jennifer Gorsuch, Administrative Services Director

Time Estimate: 5 minutes

Phone	Email
360.817.7013	jgorsuch@cityofcamas.us

BACKGROUND: The City and IAFF Local #2444 have been negotiating in good faith since October 2023 on a successor agreement to the prior collective bargaining agreement which expired December 31, 2023. The terms of this agreement have been guided by the Council in closed sessions and the agreement has been ratified by IAFF.

SUMMARY: The successor agreement between the City and IAFF will be a two-year contract, through 2025. The contract includes a cost of living increase each year equivalent to the BLS West Region CPI-W (July-July) with a minimum of 2% and a maximum of 4.5%. Additionally, it includes a 2% wage adjustment to bring the salaries closer to market comparability as well as some additional changes to align with the market. There were operational changes including the change to a 4-platoon system which allows for better stability in staffing across the stations.

BUDGET IMPACT: The overall total budget impact for 2024 is estimated to be approximately \$850-900k. Of this amount, \$300k is already included in Camas' 2024 budget. The difference will be included in the spring omnibus. The budget impacts of this agreement will be split between Camas and Washougal as outlined in the ILA.

RECOMMENDATION: Staff recommends Council authorize the Mayor and City Administrator to sign the two-year agreement with IAFF.

AGREEMENT BETWEEN
the
CITY OF CAMAS
and the
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL NO. 2444

January 1, 2024 - December 31, 2025

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	4
ARTICLE 2 - UNION MEMBERSHIP	4
ARTICLE 3 - DUES DEDUCTION.....	5
ARTICLE 4 - WORK SCHEDULES – OVERTIME – LEAVE SLOTS - TRADES	5
ARTICLE 5 - HOLIDAY COMPENSATION - TIME OFF	11
ARTICLE 6 - VACATIONS	12
ARTICLE 7 - SICK LEAVE	13
ARTICLE 8 - BEREAVEMENT LEAVE	15
ARTICLE 9 - JURY DUTY	15
ARTICLE 10 - OTHER LEAVES.....	16
ARTICLE 11 - SENIORITY	18
ARTICLE 12 - CIVIL SERVICE RULES AND REGULATIONS.....	19
ARTICLE 13 - HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION DRUG - PENSION - LIFE INSURANCE.....	19
ARTICLE 14 – UNIFORM & EQUIPMENT	20
ARTICLE 15 - DISCIPLINARY PROCEDURES.....	21
ARTICLE 16 - GRIEVANCE PROCEDURE	22
ARTICLE 17 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS .	24
ARTICLE 18 - STRIKES AND LOCKOUTS	24
ARTICLE 19 - UNION REPRESENTATIVES.....	24
ARTICLE 20 - BULLETIN BOARDS.....	25
ARTICLE 21 - NON-DISCRIMINATION	25
ARTICLE 22 – WAGES, CLASSIFICATIONS AND PAY PLAN.....	25
ARTICLE 23 – HEALTH AND SANITATION.....	29
ARTICLE 24 – SEVERABILITY	29
ARTICLE 25 – MILEAGE ALLOWANCE	29
ARTICLE 26 – LIABILITY INSURANCE.....	30
ARTICLE 27 – DEPARTMENT RULES AND REGULATIONS	30
ARTICLE 28 – JOB DESCRIPTIONS AND RECLASSIFICATIONS	30
ARTICLE 29 – CONFLICT OF CONTRACT AND ORDINANCE	31

ARTICLE 30 – MANAGEMENT RIGHTS	31
ARTICLE 31 – USE OF TOBACCO PRODUCTS	32
ARTICLE 32 - DRUG AND ALCOHOL POLICY AND PROCEDURES	32
ARTICLE 34 - USE OF FIRE STATION	33
ARTICLE 36 - ALTERNATIVE DUTY	33
ARTICLE 37 - LABOR MANAGEMENT COMMITTEE	33
ARTICLE 38- WILDLAND MOBILIZATION.....	34
ARTICLE 39 – EDUCATIONAL INCENTIVE.....	35
ARTICLE 40 – DEFERRED COMPENSATION.....	36
ARTICLE 41 – DIESEL EXHAUST REMOVAL	36
ARTICLE 42 – VEHICLE DATA	36
ARTICLE 43 - TERMINATION AND RENEWAL	38
EXHIBIT A.....	39
EXHIBIT B	40
EXHIBIT C	41
EXHIBIT D.....	43
EXHIBIT E	44

AGREEMENT BETWEEN

the

CITY OF CAMAS

and the

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 2444

THIS AGREEMENT is made and entered into by and between the City of Camas, Camas, Washington, hereinafter referred to as the “City,” and the International Association Of Fire Fighters, Local No. 2444, chartered by the International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the “Union”.

PREAMBLE

WHEREAS it is the purpose of this agreement to achieve and maintain a high level of performance in the operation of the Camas City government, together with promoting efficiency, productive initiative, and harmonious relations between the City and the Union, and to provide for the rights, well-being, and security of the parties involved, and

WHEREAS the parties have agreed to certain terms and conditions of wages, hours, and conditions of employment for employees of the City as listed herein and wish to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY AGREED TO AS FOLLOWS:

ARTICLE 1 –RECOGNITION

The City agrees to recognize the Union as the sole collective bargaining agent for all regular full-time employees of the Fire Department of the City of Camas excluding Fire Chief, Deputy Fire Chief, Division Chief of Operations, Division Chief of Emergency Medical Services and Division Chief/Fire Marshal.

ARTICLE 2 - UNION MEMBERSHIP

- 2.1 The City agrees to remain an independent neutral third party regarding the relationship between the Union and the represented employees.
- 2.2 Within the first 30 calendar days of employment or employee’s departure to fire academy, whichever is less, all new employees will be afforded the opportunity to attend at least a 30 minute, not to exceed 1 hour, briefing from the Union during the new employee’s regular work hours. Attending the meeting will not be mandatory for the employee.
- 2.3 Nothing in the above sections will interfere with the employee’s rights under RCW 41.56.122 of the Public Employee’s Collective Bargaining Act.

ARTICLE 3 - DUES DEDUCTION

- 3.1 The City shall deduct a “union deduction” in an amount determined by the union from all union members’ pay. Employees who are non-members and choose to join the union will join in a manner consistent with the Local’s Constitution and Bylaws which includes signing a Union provided “Opt-In” form. Signed “Opt-In” forms will be delivered to the City and indicate the employee’s desire for union deduction to start and continue until the member revokes their membership in the Union as described in Article 2.4 or the member’s employment with the City is terminated.
- 3.2 The City shall not deduct a “union deduction” from non-members of the Union. Union members who choose to revoke their union membership and become non-members will do so consistent with the Local’s Constitution and Bylaws, and in doing so, will provide the City notification by use of a union provided “Opt-Out” form.
- 3.3 The Local will indemnify the City against any and all liability, which may arise by reason of the deduction by the City of money for membership dues from employee’s wages, in accordance with employee authorizations furnished to it by the Union.

ARTICLE 4 - WORK SCHEDULES – OVERTIME – LEAVE SLOTS - TRADES

- 4.1 It is in the best interest of the fire service to allow for flexibility in scheduling by the City. This is necessary to provide trained personnel for fire/medical response and to provide fire service coverage.
- 4.2 The Fire Chief will follow the work schedule provisions set forth below. If the Fire Chief determines a work shift and/or workweek change needs to be made, the City shall provide at least fourteen (14) days of personal notice of the change, except in the event of an emergency.
- 4.3 The work shift of 24-hour shift emergency personnel, as assigned by the Fire Chief, shall begin at 7:00 a.m. The workweek shall be routinely scheduled as one (1) workday (duty shift) consisting of twenty-four (24) hours, followed by forty- eight (48) hours off, followed by (1) workday (duty shift) consisting of twenty-four (24) hours, followed by ninety-six (96) hours off duty. The schedule identified above results in a forty-two (42) hour workweek with approximately ninety-one (91) scheduled Static Workdays. This is commonly referred to as a 4-platoon system, consisting of 4 shifts, A, B, C, and D.

Debit Time (Shifts or hours worked in addition to the assigned schedule listed above), also referred to as debit days or dynamic days/time, shall be used to increase the average work week beyond those hours outlined in section A. The number of Debit shifts worked by each member shall equal 12 shifts (288 hours) per year. A maximum of 1 debit day shall be selected in an FLSA cycle and further, The FLSA period shall be 24 days long with approximately 15 FLSA periods within a calendar year beginning at the conclusion of the final FLSA cycle for 2023, on or around January 1, 2024.

Upon completion of the probationary academy and assignment to FTEP on a platoon scheduled shift the probationary employee shall be assigned 0.8 debit days per FLSA cycle remaining that begins within the same calendar year. The employee will be required to fulfill the debit hours within that calendar year and subject to the selection provisions outlined below. Upon the beginning of the following calendar year that employee will be required to fulfill 12 debit days (288 hours) as depicted above.

Debit time shall be selected through the process outlined in Exhibit D.

With the implementation of four platoon deployment, the parties agree that the minimum member leave opportunity (leave slots) shall be three (3) personnel per shift at the current minimum staffing level.

Workweek calculation is determined as follows:

- Hours Scheduled (Static Workdays) + Debit Time (Dynamic Time) = hours worked/year
- Hours Scheduled (Static Workdays) = 365 days / 4 shifts = 91.25 shifts x 24 hours = 2190 hrs./year
- Debit Time (Dynamic Time) = 12 Shifts x 24 hours = 288 hours
- Hours worked/year = 2190 + 288 = 2478

- 4.4 The work schedule of 40-hour daytime personnel shall be Monday through Friday. Eight (8) consecutive hours, excluding the lunch period, shall constitute a day's work. Alternatively, 40-hour daytime personnel shall work 4 consecutive days: Monday-Thursday or Tuesday-Friday. Ten (10) consecutive hours, excluding the lunch period, shall constitute a day's work. The workday shall normally begin at 7:30 a.m.; the normal workweek shall consist of forty (40) hours in a seven (7) day work period. The City and the employee may elect to mutually agree on an alternative work schedule.
- 4.5 Off-duty employees are expected to respond to alarms when called if they are able. Members off duty due to disciplinary leave, illness or injury shall not respond to call back alarms unless approved by duty Battalion Chief or Fire Chief.
- 4.6 Employees who attend required training while off-duty shall be compensated at their overtime rate of pay as depicted in Article 4.9 or 4.10.
- 4.7 Volunteers shall continue to be utilized according to past practice or as agreed by the parties.
- 4.8 Overtime - Twenty-four (24) hour Shift Personnel. All hours worked beyond the employee's regular twenty-four (24) hour shift, or in excess of forty-eight (48) hours in a work week shall be compensated at one and one-half (1.5) times their regular rate of pay. The regular rate is defined as the hourly equivalent of all straight time compensation received by an employee for work. The FLSA formula is that an employee's regular rate is the total "straight time" compensation received by the employee "for work," divided

by the number of hours that money is intended to compensate. Overtime shall be accrued in fifteen (15) minute increments rounded up.

- 4.9 Overtime - Forty (40) Hour Daytime Personnel. All hours worked in excess of eight (8) hours per day (10 hours per day on a four (4) day, ten (10) hour work schedule), or forty (40) hours per week shall be compensated at the rate of one and one-half (1.5) times regular rate of pay. The regular rate is defined as the hourly equivalent of all straight time compensation received by an employee for work. The FLSA formula is that an employee's regular rate is the total "straight time" compensation received by the employee "for work," divided by the number of hours that money is intended to compensate. Overtime shall be accrued in fifteen (15) minute increments rounded up.

Once every eligible employee has declined a voluntary opportunity to work overtime, that overtime shall be deemed 'mandatory'. Mandatory overtime shall be compensated at double time if the person next on the mandatory list is compelled to work. Mandatory overtime is not to be taken as compensatory time and must be paid out at the double time rate in the pay period it is earned.

- 4.10 Forty (40) hour daytime employees on emergency callback (two (2) hour minimum) shall be calculated at a forty (40) hour overtime rate based on two thousand eighty (2080) hours per year.
- 4.11 Qualified forty (40) hour daytime employees may continue to be considered for twenty-four (24) hour shift overtime created by shift employee absences or vacancies, provided said employees are current with all applicable training competencies. Such shift overtime shall be scheduled in advance and not overlap or interfere in any way with the employee's regularly scheduled forty (40) hour workweek. Scheduled shift fill-in overtime shall be calculated and compensated at the forty (40) hour employees shift overtime equivalent based on two thousand four hundred seventy-eight (2478) hours per year.
- 4.12 The maximum consecutive hours an employee may work is 48. This is inclusive of any hours worked, including trades or overtime. If an employee works 48 consecutive hours, they are required to have a minimum of 12 consecutive hours off duty before they can return to work. Any schedule adjustment request or offering of overtime by the employee that would exceed 48 consecutive hours worked shall be denied. Exceptions may be made for major incidents, wildland mobilization, calls that extend through shift change, and natural disasters that require the call back of personnel.
- 4.13 All training to maintain medical certifications that are a requirement of employment in a job classification is work and shall be compensated consistent with this collective bargaining agreement. The EMS Division shall provide employees with the classes and training opportunities to maintain the required medical certifications consistent with the employee's job classification. It is the responsibility of the employee to maintain medical certifications that are a requirement of employment. The required certifications shall be those mandated by the Washington State Department of Health and the Clark County Medical Protocol Director to perform in the capacity of the employee's job

classification. Failure to maintain any required certification for the employee's job classification may result in discipline.

- 4.14 An employee may elect to accrue compensatory time in lieu of overtime at the same rate. An employee may have no more than ninety-six (96) hours of compensatory time within their compensatory time leave bank at any time. In addition, no more than ninety-six (96) hours of compensatory time may be accrued or expended during a calendar year. Accrued compensatory time off shall be scheduled in the same manner as accrued vacation. If requested use of compensatory time off will result in the City incurring an overtime compensation expense to cover more than one (1) employee's absence, the request may be denied. Use of compensatory time will be authorized consistent with Article 4.21 of this CBA and additional requests for use may be denied unless specifically allowed in the FLSA.
- 4.15 Forty (40) hour daytime employees may elect to accrue compensatory time in lieu of overtime at the same rate up to a maximum of one hundred twenty (120) hours.
- 4.16 Employees will be called back at the discretion of the on-duty Battalion Chief or designee due to larger scale emergencies that deplete resources and the ability of on duty crews to cover subsequent emergencies or unscheduled upstaffing to meet emergent needs for weather events or hazardous conditions. Employees called back shall be compensated with a minimum of two (2) hours plus time worked.
- 4.17 All overtime distinct from continuing beyond the completion of normal shift time shall be compensated at a minimum of two (2) hours at the overtime rate of pay.
- 4.18 Administrative Battalion Chief position
 The Administrative Battalion Chief is a special duty assignment to which one of the Battalion Chiefs (BC) from the bargaining unit may be assigned.
- The Shift Battalion Chief (SBC) shall be the regular duty assignment for the Battalion Chiefs (BC) within the bargaining unit.
- The BC assigned to Administrative Battalion Chief work a 48 hour/week schedule consisting of 24-hour shifts from the beginning of the FLSA period containing July 1 through the end of the FLSA period containing September 30 and a 40 hour/week schedule consisting of 5 consecutive 8-hour days or 4 consecutive 10-hour days for the remainder of the year.
1. The hours of the BC assigned to Administrative Battalion Chief, while working the 48 hour/week schedule, will be flexible for the purpose of allowing that BC to cover SBC work resulting in reducing the BC overtime liability. While assigned a 48-hour work week the BC assigned to Administrative Battalion Chief shall only be assigned to consecutive 24-hour shifts if agreed to by the employee.
 2. The BC's wages, overtime rate and benefit accruals and overtime rate will be consistent with the schedule to which the employee is assigned.

3. The BC assigned to Administrative Battalion Chief may provide, while on duty, emergency response in conjunction with the Shift Battalion Chief to fulfill auxiliary command functions on the emergency scene.

Leave scheduled by the BC assigned to Administrative Battalion Chief shall be granted consistent with the IAFF/City of Camas Collective Bargaining Agreement except it will be irrespective of the other employees' ability to use accrued benefits while assigned to the 40-hour workweek.

Duties of the Administrative Battalion Chief will not be limited to but shall be consistent with and include the responsibility of vehicle maintenance coordination/recordkeeping, career staff and volunteer training coordination/evaluation/recordkeeping, volunteer program coordination/record keeping, equipment/radio maintenance coordination/record keeping, and station maintenance, coordination/record keeping.

1. The BC assigned to Administrative Battalion Chief shall be provided the opportunity to fill SBC overtime opportunities, and when doing so act in the capacity of an SBC.
2. The City understands that when the BC assigned to Administrative Battalion Chief is assigned to work the SBC duties, the SBC duties become their primary responsibility resulting in a diminished ability to accomplish the Administrative Battalion Chief duties. There should be no negative impacts to the employee for not accomplishing the Administrative Battalion Chief duties.

The BC assigned to Administrative Battalion Chief will not engage in work that has historically been performed by the Training Captain special duty assignment, including primary instruction. This article shall not exclude the BC assigned to Administrative Battalion Chief from performing any duties established in above.

- 4.19 The assignment of Training Captain shall be appointed by the Fire Chief and filled from the current pool of Captains with consideration given for desire, ability, and time in grade. Additional consideration will be given to the experience and expertise of the employees. Two (2) months' notice shall be given prior to transition to the assignment. The assignment of Training Captain shall normally be a two (2) year appointment but may be extended or shortened with mutual agreement. The work week shall follow that outlined in 4.4 but shall also be flexible with consideration for any evening and weekend drills and classes. The Training Captain shall not regularly work shift but shall be eligible for overtime coverage. The Training Captain shall facilitate daily fire training for all shifts, keep and maintain training records for the organization and function as an administrative liaison to the EMS Division Chief. The Training Captain may also act as an incident safety officer or in a support capacity to the IC on fire scenes. The employee in this position shall receive benefits and accruals for forty (40) hour personnel as outlined in the bargaining agreement.

The parties agree to modify the position of Training Captain and add the title Training Officer. This modification would allow qualified candidates interested in serving in an administrative training capacity to fill the role regardless of grade. Current captains would

be eligible for the position as previously outlined but non-promoted members, meeting minimum qualifications, could also fill and serve as Training Officer in either the Fire or EMS capacity. Members are only eligible to serve in one of these capacities at any given time. The parties shall determine the qualifications of these positions prior to beginning the process of filling either one.

EMT/Paramedic Captains assigned to the role of Training Officer (Fire or EMS) shall maintain their current Fire Captain/Paramedic Captain step wages. Firefighters or Firefighter/Paramedics serving as either EMS Training Officer or Fire Training Officer shall move to the Fire Captain/Paramedic Captain (depending on certification held) pay scale to the step that is a minimum of one full step (not less than 3%) above their current pay.

The assignments of EMS Training Officer and Fire Training Officer shall be appointed by the Fire Chief and filled from the current pool of qualified personnel with consideration given for desire, ability, and time in grade. Additional consideration will be given to the experience and expertise of the employees. Two (2) months' notice shall be given prior to transition to the assignment. The assignment of Training Captain shall normally be a two (2) year appointment but may be extended or shortened with mutual agreement. The work week shall follow that outlined in Article 4.4 but shall also be flexible with consideration for any evening and weekend drills and classes. The Training Officer shall not regularly work shift but shall be eligible for overtime coverage. The Training Officer shall facilitate daily fire training for all shifts, keep and maintain training records for the organization. The EMS training Officer also functions as an administrative liaison to the EMS Division Chief. The Fire Training Officer also functions as a liaison to the Fire Operations Chief or Fire Chief and may also act as an incident safety officer or in a support capacity to the IC on fire scenes.

The employee in this position shall receive benefits and accruals for forty (40) hour personnel as outlined in the bargaining agreement.

- 4.20 Minimum staffing and leave opportunity for the Camas-Washougal Fire Department shall be as follows:

13 Line positions

- A minimum of three (3) Captains or Acting Captains
- A minimum of six (6) county certified lead paramedics
- A minimum of one (1) Battalion Chief or Acting Battalion Chief
- All engine companies shall have a minimum of one (1) Captain or one (1) qualified Acting Captain and one (1) Paramedic.
- All medic companies shall be staffed with a minimum of one (1) Paramedic and one (1) EMT.

- 4.21 The parties agree that a three-person engine company is a mutually desired minimum standard and that the parties shall normally meet monthly, or as needed, through the term of this agreement to continue to formulate a plan for the deployment of three-person engine

companies for all engines deployed with a goal of providing the 3-person deployment as soon as practicable. The parties agree that the mutual goal will be to provide a three-person engine company as minimum staffing at station 41 followed by station 43 and then station 42 and subsequently any future stations. The parties agree to meet and bargain if they are not able to meet the provisions of this article.

- 4.22 Employees must request elective leave a minimum of 48 hours in advance of the desired date of leave. Leave may be taken within that time frame as long as it doesn't create an overtime obligation on the requested date.

Once time off is scheduled and approved, it will not be retracted by the City.

- 4.23 Members will be moved from their assigned station to another station to accommodate for:
- Proper staffing as outlined in 4.21.
 - Providing for 3-person engine companies in the following order: St. 41, St. 43, St. 42. Professional personnel shall fill 3-person engine companies in order first with volunteers continuing the progression after.

- 4.24 Vacancies are any position in the schedule that needs to be filled to maintain the minimum staffing requirement of Article 4.21 of this CBA.

Battalion Chiefs (BC) will have the right of first refusal for vacancies in the BC position that necessitates overtime. If unable to fill the vacancy with a BC, the most senior Acting Battalion Chief on duty will be moved up and the OT will be filled from the OT box. If no Acting Battalion Chief is available on duty, OT will be offered to Acting Battalion Chief's per order of the OT box. If unable to fill the vacancy with an Acting Battalion Chief, then mandatory OT will hold the lowest seniority. The Chief will work with the Union to determine how to best ensure Captains have time in service as Acting BC to allow for training for advancement opportunities and succession planning.

Captain vacancies will be filled by moving up the highest seniority Acting Captain (AC) qualified line personnel in a manner consistent with Article 22.7. If this creates OT, the vacancy will be hired from the OT Box. If there are no AC qualified line personnel on the schedule, rated Captains will have the right of first refusal per order in the OT Box. If no rated Captain is available, then OT will be offered to AC qualified per order in the OT Box.

Non-officer vacancies will be filled by qualified employees in order as depicted by the OT Box.

- 4.25 The FLSA period shall commence January 1, 2024, and shall be a 24-day period.

ARTICLE 5 - HOLIDAY COMPENSATION - TIME OFF

- 5.1 Upon hire, probationary shift employees shall be advanced pro-rated holiday hours equivalent to 9.42 hours per month (4.71 per pay period) for the remainder of the

calendar year within which they were hired. With the subsequent calendar year, Article 5.2 will apply.

- 5.2. Twenty-four (24) hour shift employees will be advanced one hundred thirteen (113) hours of holiday time off at the beginning of each year in lieu of holidays.
- 5.3 Employees may cash out any amount of banked holiday time at the straight time rate anytime during the calendar year. Cashed out holiday time off will be remitted on the payday of the same pay period in which it was requested so long as it is requested prior to payroll cutoff.
- 5.4 Any accrued holiday time off not used by the final calendar year pay period cutoff each year, shall be cashed out at the employee's straight time rate.
- 5.5 Forty (40) hour daytime employees shall observe fourteen (14) holidays, the normal eleven (11) that City Hall will observe by being closed plus three (3) floating holidays. If the three (3) floating holidays are not used by the December pay period cutoff, they shall be cashed out at the employee's straight time rate.
- 5.6 When an employee gives notice of separation from employment for any reason, or an employee transfers between being a 40/48-hour employee, the amount of holiday time off shall be prorated (9.42 hours per month/4.71 hours per pay period) until the final date of separation or transfer. Any adjustment necessary to previously accrued hours will be made immediately. For employees who have cashed out their holiday time off prior to separation or transfer, the accrual shall be determined on a prorated basis until the last day of the pay period of separation and any unearned accrual that has been paid shall be deducted from the employee's final paycheck or repaid to the City.
- 5.7 The Administrative Battalion Chief shall receive one-hundred thirteen (113) hours of holiday accruals each January as outlined in this article. Up to eighty-eight (88) of those hours may be used to offset the eleven (11) holidays observed by City Hall during that same year. Any hours not used by the final calendar year pay period cutoff shall be cashed out at the employee's straight time rate.
- 5.8 The Administrative Battalion Chief shall be considered a platoon duty employee for the purposes of Article 5.

ARTICLE 6 - VACATIONS

- 6.1 Employees shall choose vacation time by seniority and will take within the FLSA periods which begin in the following calendar year, for vacation earned the previous calendar year. (including that earned in accordance with Article 5 above). Subject to other conditions and terms of this Article, an employee may schedule their vacation any time after January 1 of each calendar year. Vacation shall be selected following the process outlined in Exhibit D.

- 6.2 An employee taking their vacation shall not be entitled to any extra compensation for having worked during the period for which they were granted vacation unless requested by the Fire Chief or designee and approved by the City to do so.
- 6.3 A maximum total of two (2) years vacation accrual may be carried over to the following year. Any accrued vacation time beyond the maximum at the end of December pay period shall be cashed out at straight time unless retention is authorized by the Fire Chief or designee. Vacation hours cashed out in accordance with this paragraph shall not apply to or be restricted by Article 6.4 of this CBA. The Administrative Battalion Chief is considered a platoon duty employee for the purposes of this article.
- 6.4 Employees may cash out up to 96 hours annually of accumulated vacation time at the straight time rate. Any request to cash out vacation time beyond a department accumulated total of one hundred thousand dollars (\$100,000) within a calendar year shall be at the discretion of the chief or designee.
- 6.5 Employees shall receive all accrued vacation at the time of termination or separation of service including vacation earned on pro-rata basis during the year of termination.
- 6.6 Employees will be entitled to and shall accrue the benefit of vacation with pay consistent with the following chart:

<u>Length of Service</u>	<u>24 hr. shift personnel</u>		<u>40 hr. personnel</u>	
	Hrs./Pay period	Hrs./Yr.	Hrs./Pay period	Hrs./Yr.
0-1 yr.	4	96		
0- 4 yrs.			4	96
2-4 yrs.	7	168		
5-7 yrs.	8	192		
5 – 9 yrs.			6	144
8-10 yrs.	9	216		
10 - 14 yrs.			7	168
11-14 yrs.	10	240		
15-19 yrs.	11	264	8	192
20 or more yrs.	14	336	11	264

- 6.7 The Administrative Battalion Chief shall be considered a platoon duty employee for the purposes of Article 6.

ARTICLE 7 - SICK LEAVE

- 7.1 The City agrees to provide employees with paid sick leave earned at twenty (20) hours per month (10 hours per pay period) with a maximum rollover on December 31 of each year of one thousand two hundred forty-eight (1248) hours for twenty-four (24) hour shift personnel.

- 7.2 Sick leave will accrue at eight (8) hours per month (4 hours per pay period) with a maximum rollover on December 31 of each year of one thousand forty (1040) hours for personnel working the forty (40) hour daytime schedule.
- 7.3 Employees noted in Section 7.1 above are entitled to use sick leave for only a bona fide illness or injury, quarantine due to exposure to contagious diseases, any physical treatment or examination including medical, dental or ocular. Employees may also use sick leave for illness or injury to the employee's spouse, domestic partner, child, grandparent, grandchild, or sibling requiring the employee's attendance and/or care.
- Sick leave may also be used for parents, including "step" and "in-law" relationships, as well as foster, legal guardian, in loco parentis and de facto situations.
- 7.4 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 7.5 Time off for sick leave and medical purposes shall be charged against available sick leave for actual time used only.
- 7.6 Sickness or disability shall be reported to the Fire Chief or designee prior to time for commencement of the employee's workday, or as soon thereafter as practicable. The employee may be required to provide proof of illness.
- 7.7 Any platoon duty employee who has reached their maximum accrual of one thousand two hundred forty-eight (1248) sick leave hours shall be eligible to cash out thirty-three percent (33%) at straight time of all hours accrued over one thousand two hundred forty-eight (1248). This benefit will be paid to eligible employees annually in December.
- Any forty (40) hour daytime schedule employee who has reached their maximum accrual of one thousand forty (1040) sick leave hours shall be eligible to cash out thirty-three percent (33%) at straight time of all hours accrued over one thousand forty (1040). This benefit will be paid to eligible employees annually in December.
- 7.8 The Union and the City agree to abide by the provisions of the Federal Family Medical Leave Act, Washington State Paid Family and Medical Leave law and Washington Family Care Rules as outlined in Article 10.
- 7.9 If an employee retires from the City, meeting LEOFF plan requirements, providing less than 6 months' notice, that employee is eligible to cash out twenty-five percent (25%) of their sick leave balance at their current straight time rate.

If an employee retires from the City, meeting LEOFF plan requirements, providing at least 6 months' notice of separation, that employee is eligible to cash out their sick leave balance at their current straight time rate as outlined below:

48-hour employees

All hours up to 725 will be cashed out at 33%; and

All hours beyond 725 will be cashed out at 50%

40-hour employees

All hours up to 550 will be cashed out at 33%; and

All hours beyond 550 will be cashed out at 50%

This notice cannot be rescinded after such time as an offer of employment has been made to a replacement.

- 7.10 Upon retirement of an employee, the City shall make contributions into the WSCFF Employee Benefit Trust in an amount equal to one hundred percent (100%) of the employee's sick leave cash out. The trust fund is established in accordance with applicable federal and state laws, and the City shall contribute the monies on a pre-tax basis. The monies contributed to the trust fund shall only be used for retiree health insurance premiums or health service expenses.
- 7.11 The Administrative Battalion Chief shall be considered a platoon duty employee for purposes of Article 7.

ARTICLE 8 - BEREAVEMENT LEAVE

- 8.1 A maximum of twenty-four (24) working hours bereavement leave shall be allowed when there is a death in an employee's immediate family such as spouse, domestic partner, child, parents, siblings, grandparent, grandchild or other member of the immediate household. This also includes "step" and "in-law" relationships as well as aunts, uncles, nieces and nephews of the first generation. Human Resources will administer Article 8 for consistency in unique circumstances as they arise.
- 8.2 Additional leave may be requested in twelve (12) hour increments to a maximum of forty-eight (48) hours total for each incident. Approval for additional leave can be given by the employee's immediate supervisor or in cases where short notice is given by the on-duty officer. The additional hours of leave will be taken from the employee's banked sick leave first, then banked vacation holiday or comp time must be used. Leave without pay may only be used if all other leave has been depleted.
- Forty (40) hour employees shall follow the leave policy in the City of Camas employee handbook and be allowed twenty-four (24) hours off.
- 8.3 Employees scheduled to work on the day of the service shall be allowed by the City to attend the funeral of deceased fellow employees with pay if the City has the ability to have another agency provide emergency response.

ARTICLE 9 - JURY DUTY

An employee serving on a jury of a federal or state court shall be granted leave from City employment to the extent required by such service and shall be paid during such leave the difference between the employee's regular salary and the amount paid by the Court for such duty.

To be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing date and time served and the amount of jury pay received.

ARTICLE 10 - OTHER LEAVES

- 10.1 In the event of a military leave, the City abides by the provisions of the state of Washington RCW 38.40.060 which stipulates that employees who are members of the armed forces, reserves, National Guard or other uniformed services are entitled to be absent from their duties up to twenty-one (21) days each year (October 1-September 30) with pay so that the employee may report for required military duty, training, or drills including those in the national guard under Title 10 U.S.C., Title 32 U.S.C., or state active status and while going to or from such duty. Military leave may not be taken in increments of less than a full regularly scheduled shift.

During a period of military conflict declared by the President or Congress, an employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves is entitled to up to 15 days of unpaid leave while the employee's spouse or domestic partner is on leave from deployment, or before and up to deployment. (Spousal military leave may also be covered under FMLA leave for a qualifying exigency, although an employee need not meet the more stringent FMLA eligibility requirements in order to take this spousal military leave.) The purpose of this leave is to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is deployed or while the family member is on leave from a deployment. An employee must work an average of 20 hours per week to be eligible for this family military leave.

An employee who seeks to take family military leave must provide the City with notice of the employee's intent to take leave within five business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. The employee may substitute any available accrued leave for any part of this family military leave.

- 10.2 The City may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) days. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the City, and a copy filed with the Fire Chief. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from the employee's total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall constitute cause for forfeiture of right to reinstatement.
- 10.3 Upon request the union president or their designated representative may be granted up to twenty-four (24) hours of time off with pay per year to conduct bona fide union

business. All requested time over twenty-four (24) hours in a calendar year may be approved at no cost to the city.

- 10.4. Members of the Union negotiation committee shall be allowed to attend negotiation sessions while on duty when staffing allows and there is no increased cost to the City.
- 10.5. The “City of Camas Shared Leave Policy” adopted 04/13/01 and mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement.
- 10.6. The City and the Union agree to abide by the Washington State Domestic Violence/Sexual Assault leave law.
- 10.7. Federal Family Medical Leave (FMLA)
Employees who work for the City for at least twelve (12) months, and have worked one thousand two hundred and fifty (1250) hours over the previous twelve (12) months are eligible for up to twelve (12) weeks total of paid or unpaid leave per twelve (12) months period for: birth, adoption, or foster care of a child, or a serious health condition of the employee or immediate family member requiring in-patient care or continuing treatment by a health care provider.

An “immediate family member” for purposes of Family Medical Leave is defined as an employee’s spouse, child, parents, or any member of the immediate household. The City may expand the definition of immediate family under special circumstances. A “serious health condition” is an injury, illness, impairment or physical or mental condition that involves in-patient care or continuing treatment by a health care provider. The City may require certification from a health care provider for leave based on a serious health condition. The disability portion of pregnancy leave is considered a serious health condition for purposes of the Family and Medical Leave Act. The leave would normally end six (6) weeks after a normal birth or eight (8) weeks after a cesarean section.

Employees must provide the City with at least thirty (30) days’ notice if possible before taking such leave or notify the City as soon as practicable. Before going on unpaid leave status for the birth, adoption, or foster care of a child or the serious health condition of the employee’s spouse, parents or children requiring in-patient care or continuing treatment, an employee is required to use all accrued unused compensatory, holiday or vacation leave. Before going on unpaid leave status for the serious health condition of the employee or the employee’s minor child requiring in-patient or continuing treatment, an employee is required to use all unused sick leave, holiday, compensatory time and vacation accruals.

As required by law, the City shall maintain the employee’s health benefits during the FMLA leave to a maximum of twelve (12) weeks. In the event an employee does not return to City employment after taking leave under this section, the City may recapture the cost of any health insurance premiums paid by the City during the unpaid portion of the leave. Upon return from such leave, the employee will be reinstated to the employee’s former or equivalent position.

10.8. Washington State Family Care Rules

Under this law, employees may use any accrued sick or other paid leave to care for a child with a health condition that requires treatment or supervision, or to care for a spouse, domestic partner, parent, parent-in-law, or grandparent who has a serious health condition or an emergency health condition, and to care for children eighteen (18) years and older with disabilities.

10.9 Flex Hours

Employees who attend voluntary meetings department activities or events as authorized by the Fire Chief or designee shall be eligible for 'flex hours' (hour for hour). Flex hours shall be taken similar to vacation or other forms of elective leave but shall not cause a vacancy within the department staffing that requires the use of overtime compensation. This leave shall not be cashed out.

10.10. Workers' Compensation (Labor and Industries) Leave

Employees on leave under an approved Department of Labor and Industries claim, due to an on-the-job injury/illness, shall be subject to no reduction in wage or benefit. The employee shall endorse over to the City any time loss checks received by the State to offset the Labor and Industries leave used by the employee.

10.11 Washington State Paid Family Medical Leave (PFML)

Eligibility for leave and benefits is established by Washington law and is therefore independent of this agreement. Premiums for benefits are established by law and the parties agree that employees will pay the full portion of the employee premiums even if such premiums change over time due to legislative action.

ARTICLE 11 - SENIORITY

- 11.1 Seniority is the length of continuous employment of an employee with the Camas Fire Department, Washougal Fire Department and Camas-Washougal Fire Department. Where job classifications are equal and employees meet the minimum job qualifications, where applicable, seniority shall be observed with respect to transfers, layoffs, acting out of class, and shift/station assignment. Additionally, for the purpose of shift/station selection, seniority shall be observed as "time in grade". Each member of a promoted grade shall choose their station and shift in seniority order of the others at that grade using their promotion date for their current grade. For the process of shift/station selection, Battalion Chiefs shall first pick shifts following the time in grade process outlined above, then Captains shall choose using the outlined time in grade process, then all line personnel shall choose following individual department seniority and minimum staffing requirements.

The position of Administrative Battalion Chief and Training Captain shall also be filled using the "time in grade" method. Those assignments shall normally be for two (2) years and shall normally only be vacated on January 1 following the outcome of shift/station selection period which occurs in November of the previous year.

- 11.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than six (6) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.

ARTICLE 12 - CIVIL SERVICE RULES AND REGULATIONS

Employees shall comply with the City of Camas Civil Service Rules and Regulations regarding examinations, certifying for appointments and promotions, making suspensions and removals, and otherwise carrying out said acts unless otherwise outlined in this contract.

ARTICLE 13 - HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION DRUG - PENSION - LIFE INSURANCE

- 13.1 Employees of the bargaining unit shall have the option of enrolling themselves and their eligible dependents into the IAFF Health and Wellness Trust (IAFF HWT) Plan \$100, Plan \$1500 or Kaiser \$250 Plan for medical insurance.
- 13.2 Each employee that participates in Plan \$1500 shall receive an additional contribution, provided by the City, into a Voluntary Employee Beneficiary Association (VEBA) account administered through Benefit Plans Administrative Services, Inc. (BPAS) at the following amount:
- Employee only- \$2200/annually (paid in January)
 - Family- \$4200/annually (paid in January)
- 13.3 Employees may select from any of the plans being offered by the City during the open enrollment period each year (November) for the plan change to take effect in January of the following year.
- 13.4 The City will pay the premiums for medical coverage for the member's choice of medical plans as follows:
- Employee coverage: 100%
 - Dependent(s) coverage: 90% (Employees shall pay, through pre-tax payroll deduction, 10% of total premium cost.)
- 13.5 The City agrees to pay 100% of the premiums for dental and vision coverage for employees and dependents enrolled in coverage.
- 13.6 The City shall provide a term life insurance policy for all employees in the amount of Fifty-Thousand Dollars (\$50,000.00).
- 13.7 The City shall inform the Union of new premium rates each year as soon as possible.

- 13.8 In the event insurance companies, brokers and/or administrators of the existing health and welfare plans notify the Employer of changes in the premium structure, benefits structure and/or the continued availability of such plans, then and in that event, the Employer will notify the Union and employees of such changes. The parties will negotiate these changes and thereafter the City will determine whether to make changes to the health and welfare plans inclusive of benefit levels and premium levels.
- 13.9 The City shall make pension contributions to the Washington State Department of Retirement Systems LEOFF II system as required.
- 13.10 The City shall provide post-retirement medical insurance for the employee from retirement to age sixty-five (65), subject to the provisions above. Employees hired after January 1, 2006, shall not be eligible for City paid post-retirement medical insurance, but may participate for themselves and their spouse/domestic partner at their own expense for the employee and spouse, consistent with plan requirements. The City does not facilitate payment or coverage for those not eligible for retiree medical. Retirees are not eligible for the HDHP/VEBA option outlined above in Article 13.4.
- 13.11 The Union and/or employee will indemnify and hold the City harmless from any and all claims or disputes between an insurance carrier and employees relating to medical claims and/or coverages.
- 13.12 Members of the bargaining group may participate in the City's Dual Insurance Incentive Program.

ARTICLE 14 – UNIFORM & EQUIPMENT

- 14.1 Uniforms or an allowance for items unique and required for the proper and safe delivery of public services will be provided.
- 14.2 The City has implemented a quarter-master system under which the City shall be responsible for cleaning and replacing worn, damaged or incorrectly sized issued uniform items.
- 14.3 Personal Cellular Telephones – Represented employees will be responsible for owning and maintaining a cellular phone capable of receiving department dispatches over an Android or Apple or other capable operating system application. The employees will be expected to have their phone with them while on duty to receive dispatches. The City shall not be allowed to monitor, access or inspect an employee's personal cell phone or personal cell phone records. Employees who fail to comply with this provision regarding the maintenance and use of personal cell phones for receiving department dispatches shall not be subject to discipline. The City and the employee will comply with RCW 42.56 (Public Records Act). The positions of Battalion Chief and Deputy Fire Marshal have been identified to have need for use of personal phones and shall be eligible for a fifty dollar (\$50) monthly reimbursement for said use subject to the provision above.

- 14.4 Each represented employee shall be issued the following uniform items in new condition upon employment and said items shall be maintained by the City:

- 3 Department T-Shirts
- 3 Short Sleeve Station Shirts
- 1 Long Sleeve Station Shirt
- 3 Station Pants
- 2 Sweatshirt
- 1 Raincoat
- 1 Stocking Cap
- 1 Baseball Style Cap
- 1 Uniform Work Boots
- 1 Station Shoes
- 1 Duffel Bag for transporting uniforms

ARTICLE 15 - DISCIPLINARY PROCEDURES

- 15.1 The City has the right to discipline employees for violations or charges inclusive of those set forth in Civil Service rules and regulations. The employee shall only be disciplined for and with just cause. Discipline should be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on the employee's prior record of service, length of service, severity of offense and prior record of discipline.
- 15.2 Disciplinary action or measures shall include only the following: (1) verbal reprimand, (2) written reprimand, (3) additional discipline may include denial of privileges such as trades or removal from platoon duty to 8-hour workdays for a specified period of time, (4) suspension without pay, and (5) discharge.
- 15.3 Prior to the imposition of discipline the employee shall be informed of the alleged violation and be provided with a copy of relevant documents the City has regarding the alleged violation that may exist.
- 15.4 In the case of potential suspension without pay or discharge the City shall hold a pre-disciplinary hearing no sooner than ten (10) calendar days not including Saturday, Sunday or City observed holidays from the time the employee was notified of the alleged violation. At this hearing the employee will be given an opportunity to present the employee's side of the issue. In all discipline the employee will be given an opportunity to explain their side before the reprimand is finalized.
- 15.5 If the employee wants representation, said employee is entitled to have union or legal representation, at no cost to the City, present at meetings held with the City to discuss disciplinary action against the employee.
- 15.6 When the City determines the circumstances are such that retention of the employee will likely result in the disruption of City services, damage to or loss of City owned property or be injurious to the employee, department coworkers or the services provided by the City, the City may immediately suspend with or without pay, depending on the

circumstances. In such cases, the facts supporting the circumstances will be made available to the employee by the City not later than three (3) calendar days not including Saturday, Sunday or City observed holidays after the action became effective. If an employee is found innocent of the alleged violation, the employee shall receive all back pay for the suspension period.

- 15.7 The employee and the employee's Union representative with the employee's authorization shall have the right to inspect the full contents of the employee's personnel file. No disciplinary document may be placed in the personnel file without the employee having been first notified of the document and provided a copy. A copy of the document will also be provided to the Union. An employee who disagrees with the validity of any complaint added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein. The employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document.
- 15.8 Verbal reprimands shall be documented. Verbal and written reprimands will be removed, at the employee's request, from an employee's personnel file after one year from the date said action was finalized, provided that no further written reprimands have been issued within the one-year time period. If another written reprimand has been issued within this time period, then both written reprimands shall remain in the personnel file for an additional one year from the date of the latest written reprimand.
- 15.9 It is the City's sole determination as to whether an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.
- 15.10 The disciplinary procedure herein in no way intends to limit the supervisor's ability to counsel or coach subordinates. Subordinate counseling or coaching are pre-disciplinary corrective actions that are intended to assist the employee in identifying and correcting workplace deficiencies.

ARTICLE 16 - GRIEVANCE PROCEDURE

- 16.1 Both parties understand that open and honest communication is essential to successful dispute resolution. The Union and the City agree to communicate in good faith and make all reasonable attempts to avoid escalation of any disputes that may arise. A grievance is defined as a dispute involving the interpretation, application, or alleged violation of any specific provision of this Agreement.
- 16.2 If the employee elects to have disciplinary action reviewed by the Civil Service Commission a request for an investigatory hearing must be filed with the Commission within ten (10) calendar days excluding Saturday, Sunday and City observed holidays from the date of the disciplinary action. The employee must elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service

Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission, then the Civil Service Commission procedures will be applicable and not those of the collective bargaining agreement.

16.3 Grievances, except for disciplinary action to be reviewed by the Civil Service Commission [must be filed with the Commission within ten (10) calendar days excluding Saturday, Sunday and City observed holidays from the date of the discipline], must be initiated under the grievance procedure within thirty (30) calendar days excluding Saturday, Sunday and City observed holidays of the alleged violation or when the employee should have reasonably known about the alleged violation. Failure to timely file a grievance results in said alleged grievance being forever forfeited.

16.4 Grievances shall be resolved in the following manner:

Step 1: The Union and/or employee shall first present the grievance in writing setting forth relevant facts including the alleged violation and the recommended resolution to the Chief who shall review the grievance and render a written decision within ten (10) calendar days excluding Saturday, Sunday and City observed holidays.

Grievances must be in written form and contain the following:

- A full description of the grievance and how the grievant(s) was/were affected.
- Identify the section(s) of the CBA allegedly violated and state the specific nature of the violation.
- Indicate the date(s) of the grieved incident(s).
- Specify the remedy and/or solution to the grievance sought by the grievant.
- Identify the grievant(s) and be signed by the grievant(s).

Step 2: If the grievance is not resolved at Step 1, the Union and/or grievant shall submit the grievance to the City Administrator within ten (10) calendar days excluding the day of filing, Saturday, Sunday and City observed holidays of receipt of the Chief's decision. The City Administrator shall have discretion to determine what testimony or additional evidence, if any, beyond the written grievance and the Chief's decision is necessary to resolve the grievance, and to schedule presentation of such testimony or additional evidence. The City Administrator shall submit a written decision within ten (10) calendar days excluding Saturday, Sunday and City observed holidays from the end of the hearing.

Step 3: The Union may appeal an adverse decision of the City Administrator to a neutral arbitrator. The Union shall give written notice to the City of its intent to submit a grievance to arbitration within thirty (30) calendar days excluding Saturday, Sunday and City observed holidays of the City Administrator's decision. Within ten (10) calendar days excluding Saturday, Sunday and City observed holidays of the Union's request to arbitrate, a representative of the Union and of the City shall meet and attempt

to agree on a neutral arbitrator. If unable to reach agreement, they may request an arbitrator from the Public Employment Relations Commission or a list of seven (7) arbitrators from the American Arbitration Association. Upon receipt of the list, the two representatives shall meet within fifteen (15) calendar days excluding Saturday, Sunday and City observed holidays to alternately strike names until one name remains. This person shall serve as the sole arbitrator. The arbitrator shall render a decision within thirty (30) calendar days excluding Saturday, Sunday and City observed holidays of the end of the hearing, which decision shall be final and binding on both parties. The arbitrator shall have no power to alter, amend or change the terms of this agreement. The arbitrator shall not have the authority to award punitive damages.

- 16.5 Time limits within a grievance procedure may be waived or extended by mutual agreement of both parties. Failure to pursue a grievance to the next step renders final and conclusive the last determination and response.
- 16.6 Each party shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.

ARTICLE 17 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS

The parties hereto agree that the wages and working conditions specified by the City ordinances and resolutions now in force shall be maintained consistent with this agreement for its term.

ARTICLE 18 - STRIKES AND LOCKOUTS

The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, neither the Union nor the City shall cause, engage in, or sanction any work stoppage, strike, slow-down, or other interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action. The City shall not constitute any lockout of its employees during the term of this Agreement.

ARTICLE 19 - UNION REPRESENTATIVES

An authorized representative of the Union shall have the right to investigate grievances or conditions at reasonable hours upon first securing permission from the City to do so and without interfering with the progress of work. The Union shall advise the City, in writing, of the names of their authorized representatives and stewards.

ARTICLE 20 - BULLETIN BOARDS

The City shall provide a bulletin board at every fire station for the Union's use in an area conveniently accessible to bargaining unit employees. The Union may maintain the board for the purpose of notifying employees of matters pertaining to Union business. All notices shall be signed by a representative of the Union who is authorized by the Union to approve Union notices.

ARTICLE 21 - NON-DISCRIMINATION

- 21.1 The City agrees that they will not discriminate against any employee because of the employee's Union activity.
- 21.2 Neither the Union nor the City, in carrying out their obligation under this agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, gender or age and both parties shall comply with discrimination categories as defined by state and federal law.

ARTICLE 22 – WAGES, CLASSIFICATIONS AND PAY PLAN

- 22.1 The applicable pay plan is attached hereto and incorporated herein by references as Exhibit A and Exhibit B to this contract.
- 22.2 New employees will be paid at the first step of their pay range as determined by the City. An employee shall be granted a step increase subject to satisfactory completion of probation as determined by the Fire Chief and after having served twelve (12) months at Step 1. Thereafter, an employee shall receive a step increase after twelve (12) months in each step and subject to satisfactory performance evaluations by the Fire Chief or designee. If performance reviews result in an unsatisfactory performance rating, then the employee may be held in the existing step for up to an additional twelve (12) months. Thereafter, the employee will be considered for a further step increase subject to a satisfactory performance review by the Fire Chief or designee.

Newly hired employees (entry level and lateral) shall serve a probationary period of the equivalent of two thousand four hundred seventy-eight (2478) hours but not less than one calendar year (12 calendar months) on the job and in the workplace. For time keeping, training time while on probation, including but not limited to orientation and any academy weeks shall be calculated as forty-eight (48) hour weeks. Any accrued or protected leaves utilized shall not be applied to the total equivalent time of two thousand four hundred seventy-eight (2478) hours. Any additional hours worked, beyond those regularly scheduled, i.e. overtime hours, shall be applied to the total equivalent hours worked. Any additional hours worked that are not line duty hours or department or credential training hours (i.e. light duty) shall not be applied to the equivalent hours worked.

Probationary employees may be terminated/discharged without cause and without recourse; provided however, when a probationary employee is terminated/discharged, the employee may request an exit interview.

Step increases outlined in 22.2 of this agreement shall remain unaffected by the probationary period and will continue to be applied upon the date of hire anniversary.

- 22.3 Effective January 1 of each year of this agreement, all employees in the bargaining unit shall receive a cost-of-living adjustment (COLA) equivalent to 100% of the change in the BLS Western Region (West) CPI-U from July to July of the previous year, with a minimum 2% and a maximum 4.5% increase.

For 2024, this CPI-U amount is 3.5%; therefore, all members of the bargaining group will receive a 3.5% CPI increase for 2024.

In addition, effective January 1, 2024, all employees in the bargaining unit shall receive a 2% wage increase to more align with market comparability. This increase is intended to “catch-up” with comparable jurisdictions as well as to remain competitive with local market comparators.

The provision above shall be outlined in Exhibit A.

- 22.4 Employees will perform the job duties and responsibilities of their current classification.

- 22.5 A promoted employee on probation shall receive an increase in pay to a minimum of one full step (no less than 3%) above any subordinate employee within the department. After completion of a twelve (12) month probation period, the employee shall be eligible to receive an additional step increase subject to satisfactory performance evaluations by the Fire Chief or designee. The completion date of the probation period shall be the new anniversary date of the promoted employee. Thereafter, the employee will be considered for further step increases subject to a satisfactory performance review by the Fire Chief or designee.

Paramedics that promote shall receive an increase in pay as outlined in this article and be placed at a step that ensures the differential in Appendix B is also met.

If a probationary employee is sick or injured for a period of six (6) consecutive weeks or more, that length of time shall be added to their probationary time and any potential step increases shall be similarly extended.

- 22.6 If an employee in the Deputy Fire Marshal position voluntarily chooses to maintain emergency medical certification, the City will pay for continuing education in accordance with this contract. Such employee will not be entitled to premium pay for emergency medical certification.

- 22.7 All qualified duty personnel shall be considered to work out of class when the need arises. Selection shall be determined using the process defined in Exhibit C.

Twenty-four (24) hour shift employees who work out of classification in a higher rank shall receive a premium equal to 8% of the top step of their job classification for each hour worked out of classification rounded up to the nearest whole hour.

- 22.8 When a forty (40) hour employee is assigned and directed by the City to perform the work of a higher classification for more than five (5) consecutive work days, the employee shall be eligible for a premium equal to 8% of the top step of their job classification for each hour worked out of classification rounded up to the nearest whole hour beginning on the sixth (6th) day and continuing until such time as the temporary assignment is ended by the City.
- 22.9 Promotional Process for Fire Captain
Eligible candidates shall have four (4) years of line service within the Camas Washougal Fire Department (CWFD) at the firefighter or firefighter paramedic grade.
- 22.10 Promotional Process for Battalion Chief
Eligible candidates shall have a minimum of four (4) years of line service within the Camas Washougal Fire Department (CWFD) at the captain or Paramedic Captain grade.
- 22.11 Represented employees shall receive longevity pay that is calculated as an addition to their base hourly rate of pay. Longevity shall be included in the base rate of pay when calculating overtime. The following reflects the percentage increase based on the number of years employed with the CWFD, CFD and WFD.

For 2024

Upon starting 6 years	2% of employee's base pay
Upon starting 10 years	3% of employee's base pay
Upon starting 15 years	4% of employee's base pay
Upon starting 20+ years	5% of employee's base pay

For 2025

Upon starting 6 years	2% of employee's base pay
Upon starting 10 years	4% of employee's base pay
Upon starting 15 years	5% of employee's base pay
Upon starting 20+ years	6% of employee's base pay

- 22.12 Special Duty Assignment Premiums
Represented employees assigned to the following special duty assignments shall receive, until the conclusion of their assignment, a premium that is calculated as an additional percentage to their base hourly rate of pay. The following reflects the percentage increased for each special duty assignment currently established:

Rope Rescue Technician – 3% of employee's base pay
 SCBA Technician – 3% of employee's base pay
 EMS Supply Coordinator – 3% of employee's base pay
 Swift Water Rescue Tech -3% of employee's base pay
 Shift EMS FTO – 5% of employee's base pay

Additional EMS FTOs may be assigned temporarily as needed to meet the needs of the department and those employees will receive an 8% premium for the time in which they are conducting the assigned task. Their selection will be via the process outlined in this article.

The selection process will include a fourteen (14) day posting to allow all interested employees the opportunity to apply. The number of employees assigned to specialty assignments shall be determined by the Chief. Selection of the union members to fill vacant specialty assignments shall be determined in the following manner:

A Selection Committee shall be formed from within the union group consisting of: A member of the executive board of the union, the Administrative BC or a line BC if the Admin BC position is vacant, a Captain, a line firefighter or firefighter paramedic, a member responsible for the area of special duty, and a subject matter expert from outside the CWFD as deemed appropriate. One member of the selection committee may fill more than one qualification (Ex. A Captain who is also the member responsible for the area of special duty may fill the committee requirement for both Captain and the member responsible for the area of special duty).

The committee members shall be agreed to by the Union and the Fire Chief or designee.

If a member of the committee has petitioned for a specialty pay position, they will recuse themselves from the selection process for the position which they are petitioning to fill.

The selection committee will recommend to the Fire Chief or designee the applicant/s most qualified to fill the vacant specialty assignment position/s. Qualifications shall be determined by the member responsible for the area of special duty and be observed by the selection committee.

The Chief or designee will fill the specialty assignment/s in accordance with the recommendations of the selection committee.

If two or more candidates are found to be equally qualified by the committee selection process, seniority shall be the tie breaker with the most senior member being selected.

Members who have been selected for special duty assignment shall maintain their assignment until such time as the needs of the organization change. Any special duty assignments shall be withdrawn by seniority within that specific assignment with the least senior member being withdrawn first. Any ties will be determined by department seniority. Additionally, special duty assignments can be withdrawn from a member if that member is unable to perform the scope of that assignment for more than 90 consecutive days. The removal of an individual's special duty assignment would occur through the same committee process outlined for the selection in this article.

Any member who formally held a special duty assignment would be eligible to apply for future special duty assignment openings only through the process outlined in this article.

Any members chosen to serve in the capacity of Swift Water Rescue Technician will be allowed to choose per the provisions listed in article 11.1, but there shall be a 'balanced' number of technicians assigned to each shift. Once a shift has met the limit of Swift Water Rescue Technicians no further technicians may choose that shift.

Training and maintenance requirements for the certification required for the special duty assignment of Swift Water Rescue Technician shall be maintained by the training division. Once the program is identified and all SOGs are created, the requirements are established and communicated, the training has been provided to all members, and any necessary equipment has been acquired, the program will be considered 'established'. At that time, the 3% specialty pay for those members assigned will be granted. The parties agree to continually meet to discuss the establishment of the program.

ARTICLE 23 – HEALTH AND SANITATION

The Washington State rules and regulations covering health and sanitation shall prevail.

ARTICLE 24 – SEVERABILITY

In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, or through a final decree of a government, state or local body, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provision of this agreement shall be modified throughout negotiations to comply with the existing regulations or laws.

ARTICLE 25 – MILEAGE ALLOWANCE

All employees required by the Fire Chief or designee to use their private cars for official departmental business shall be compensated at the rate provided by ordinance or resolution, or as the same may be amended or substituted.

If, during the course of regular shift hours, an employee is required to move from one location or fire station to another location or fire station, the employee may use their personal vehicle and shall be due mileage reimbursement at the current rate utilized by the city.

If an employee is notified of a change in assigned station after their preceding shift, moving their equipment from the previously assigned station to the newly assigned station shall be considered work. The employee shall be compensated for the time spent performing that work not to exceed 30 minutes per event. The employee shall also be paid mileage reimbursement at the current rate utilized by the City.

ARTICLE 26 – LIABILITY INSURANCE

The City agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of employment including reasonable attorney's fees and reasonable costs connected with lawsuits provided, however, such coverage will not protect the employee from their intentional and/or malicious tortuous acts or assaults.

ARTICLE 27 – DEPARTMENT RULES AND REGULATIONS

The Union agrees that its members shall comply in full with departmental rules and regulations, including those relating to conduct and work performance. The City agrees that new departmental rules and regulations affecting working conditions shall be reviewed with the Union prior to implementation.

ARTICLE 28 – JOB DESCRIPTIONS AND RECLASSIFICATIONS

28.1 The City agrees to send all new entry level employees through a local academy supported by Portland Community College, or a state level academy established by Washington State Patrol. Upon completion of either academy, the employee receives the required certifications for employment which include IFSAC Firefighter 1, Firefighter 2, Hazmat Awareness and Hazmat Ops.

28.1.1 Lateral entry employees shall possess the required certifications listed above or their equivalent and have a minimum of three (3) years or six thousand (6000) hours of experience with another professional department. Lateral employees shall not need to attend a fire academy and shall move to Step 4 of the wage scale (Exhibit A) on their respective anniversary date. Lateral employees shall be provided a four (4) week orientation prior to placement on shift.

28.1.2 In lieu of participation in JATC the financial component of the program shall be reallocated to provide the following:

All new hire members will be put through a minimum 40-hour pump academy prior to being checked off as a certified apparatus operator for the department to be taught by in-house instructors and while not assigned to an apparatus for emergency response.

All new hire members will be sent through 40 hours special operations training to be taught by in-house instructors and while not assigned to an apparatus for emergency response.

Prior to members approved to work out of class as an Acting Captain they shall be provided blue card incident command certification training. Members currently acting out of class may continue to do so and will be granted one year to obtain Blue Card certification.

- 28.2 When work operations involving new or substantially changed requirements are established as determined by the City, and such requirements are not adequate or properly prescribed in any existing position, the City will revise the position or establish a new position classification consulting with the Union beforehand.
- 28.3 The classifications of Firefighter and Firefighter/Paramedic shall be considered lateral positions. It is the intent of the City to permit Firefighters and Firefighter/ Paramedics, who possess the necessary qualifications, to make lateral transfers to vacant Firefighter and/or Firefighter/Paramedic positions prior to requesting the appointing authority to make requisition upon the Civil Service Commission to fill such vacancy. Such transfers shall not result in a change to the employee's anniversary date. The City retains the right to determine the number of employees in each classification in order to accomplish the City's service delivery mission.
- 28.4 Firefighters requesting transfer into the Firefighter/Paramedic position shall be, at a minimum, in final FTEP phase. A raise in compensation equivalent to the differential between Firefighter and Firefighter/Paramedic at equivalent steps shall be granted at the time of transfer. Such transfer shall not be considered "permanent" until "lead medic" status is attained. If "lead medic" status is not attained within fifteen (15) shifts of the initial transfer, unless extended by mutual agreement of the Chief, EMS Division Chief and FTO, the employee shall revert to their previous position and pay status.
- 28.5 Firefighter/Paramedics requesting to transfer into a Firefighter status shall receive a reduction in compensation equivalent to the differential between Firefighter/Paramedic and Firefighter at equivalent steps at the time of transfer. Firefighter/Paramedics may only change status to Firefighter if there is a current approved Firefighter vacancy.

ARTICLE 29 – CONFLICT OF CONTRACT AND ORDINANCE

It is agreed that the intention of the parties of this agreement is that this agreement and all working agreements shall be consistent with personnel rights outlined in Title 2 of the Camas Municipal Code, and that where it is found that the provisions of such an agreement are in conflict with Title 2, that the language of the agreement would become the basis for recommending an amendment of Title 2.

ARTICLE 30 – MANAGEMENT RIGHTS

Except as limited by the terms of this Agreement and applicable law, the Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and lawful power and legal authority. The City shall have the right to:

- (A) Institute from time-to-time, work rules applicable to bargaining unit employees.
- (B) Determine work schedules, overtime, and the methods and processes by which work is to be performed. Changes to work schedules will be preceded by reasonable notice.
- (C) Hire, promote, demote, transfer, assign and / or retain employees in positions within the City.

- (D) Discipline employees for just cause.
- (E) Lay off employees for lack of work, lack of funds, reorganization or occurrence of conditions beyond the control of the City.
- (F) Determine the methods and processes, means and personnel by which operations are to be carried out on an efficient basis. This includes the right to modify operations, personnel and equipment.
- (G) The right to take whatever actions the City deems necessary to carry out services in an “emergency”. Examples of “emergencies” are civil disorders, natural disasters, man-made disasters, quarantine to a large number of people, etc.

ARTICLE 31 – USE OF TOBACCO PRODUCTS

Employees are prohibited from using all tobacco products while on-duty or on/in department property.

ARTICLE 32 - DRUG AND ALCOHOL POLICY AND PROCEDURES

The Drug and Alcohol Policy and procedures mutually agreed on by the parties are hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

ARTICLE 33 – PHYSICAL FITNESS

The union and city agree to adopt the principles of the IAFF/IAFC Fitness Initiative to develop policy as it relates to physical fitness and wellness.

Members of the bargaining unit shall be provided at least one hour each shift, during productive weekday work hours, (excluding holidays) where they will perform physical activity (P.T.). Said activity shall be considered mandatory but is secondary to daily duties, special events and emergency responses which may prohibit a workout.

The parties agree that improvements shall be made to the current City provided workout facilities. In the spirit of this agreement, a committee shall form for the improvement of the workout equipment and facilities at the fire stations. That committee shall propose budget considerations for purchase of equipment and workout facility improvement. Employee members shall be appointed by the president of the bargaining unit.

The City agrees to provide ‘on duty’ workout facilities at no cost to the employee.

The City agrees to pay the cost of fitness center, gym, workout, etc. membership fees for off duty use up to \$50 (fifty dollars) per employee per month. Payment will be made as a reimbursement upon proof of membership. Proof of membership shall be defined as a receipt or verification of payment, provided to the facility for the previous calendar year. Proof shall be submitted annually,

in October for the entire year or any part of the previous year. In the event that there is a question as to whether the facility complies with this article, a committee of 2 City and 2 Union appointees shall meet and determine the applicability.

ARTICLE 34 - USE OF FIRE STATION

The City agrees to allow the use of fire stations for the regularly scheduled monthly meeting of the Union provided such meetings do not disrupt normal department operations. Other uses of fire stations may be permitted with prior approval of the Fire Chief or designee.

ARTICLE 35 - WSCFF RETIREE MEDICAL TRUST

The City shall make a deduction from the employee's paycheck and such contribution shall be made on a pre-taxed basis from the base salary of each LEOFF II employee. The contributions shall be payable to the IAFF Medical Expense Retirement Plan. The contribution rate shall be deducted from the employee's paycheck on a pre-taxed rate of \$150.00 per month (\$75 per pay period), or as amended by the Board of Trustees. These contributions shall be included as salary for the purposes of calculating retirement benefits.

ARTICLE 36 - ALTERNATIVE DUTY

If an employee is off work due to an on-the-job or off the job injury or illness, the City will offer alternative duty if it's available and if it has been approved by the employee's physician. Employees will be expected to fulfill the number of hours per week cleared by the physician. Any additional time off will be subject to the rules that govern elective time off.

When approved by the employee's physician, all light duty assignments will be on a 40 hour/week schedule. This schedule will go into effect two (2) weeks from the date of injury.

Any additional time off will be subject to the rules that govern elective time off. During the employee's light duty shift, the employee will be under the direct supervision of the respective Captain and Battalion Chief. The employee will participate in shift activities and facilitate operations not barred by the terms of their medical release.

Examples of alternative duty may include fire prevention, training, administration and public education in addition to basic office duties. Nothing in this article is intended to circumvent rights afforded employees by state or federal laws.

ARTICLE 37 - LABOR MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee, consisting of up to three (3) union representatives and up to three (3) City representatives. The Committee shall meet at the request of either party, by mutual consent. The committee's purpose is to discuss matters of mutual concern. It may forward recommendations to Management. It is understood that the committee's role is advisory only. For attendance of meetings, which are mutually agreed to, union representatives shall be in a paid status. The parties shall make good faith efforts to minimize the overtime impacts of the meeting.

ARTICLE 38 - WILDLAND MOBILIZATION

Represented employees shall have equal opportunity to be selected for deployment and only be deployed on mobilizations if they elect to be deployed.

Type 1 apparatus may be mobilized and if mobilized shall be staffed with one (1) company officer and with three (3) firefighters (one will be a volunteer if available). Type 3 and Type 6 apparatus may be mobilized and if mobilized shall be staffed with a minimum of one (1) company officer and with one (1) firefighter.

On all mobilized Type 3 and Type 6 apparatus, at a minimum, the company officer and one firefighter shall be represented employees of this bargaining unit. A represented employee shall be eligible to fill a third position if no volunteer is available.

Medic units may be mobilized and shall be staffed with one (1) company officer and one (1) firefighter. Medic unit staff shall all hold a Washington State EMS certification and include a minimum of one (1) Washington State EMT-Paramedic. On all mobilized medic units, personnel shall be represented employees of this bargaining unit. All employees must possess a current red card if they deploy for wildland firefighting.

The City may provide for the mobilization of a Strike Team Leader who shall be a represented employee.

Each mobilized apparatus shall be staffed with one designated company officer who is a Captain, or in absence of a Captain, an Acting Captain or wildland FF1 (or above). The following are the observed wildland ratings in descending order: Strike Team Leader, Engine Boss, FF1, FF2. In the event of equal qualifications then selection shall be based on the seniority of the employees holding equal qualifications.

The employees activated to respond on a mobilization will, for the duration of the mobilization, be paid at their regular rate of pay, which includes premiums, specialty pay and longevity, for the entire period of their regularly scheduled 24-hour shift and have no reduction in benefits or leave accruals.

The employees activated to respond on a mobilization will, for the duration of the mobilization, be paid at one and one half (1.5) times their base rate of pay, as defined in Article 4.10, for all time that they are engaged in work, from the time of activation until they are released from duty after returning from mobilization except during the period of their regularly scheduled shift.

The employees activated to respond on a mobilization will be afforded a minimum of 12 hours of work for every complete 24-hour period (shift change – shift change) that they are mobilized.

The employees activated to respond on a mobilization who are assigned to function as a company officer or Strike Team Leader will receive an out of class premium consistent with Acting Captain if they are of the firefighter or firefighter/paramedic job classification.

While represented employees are mobilized, they will be considered “not engaged in work” when they are not on duty and will at that time be afforded their unrestricted liberties. Because of the geographic dislocation consistent with mobilization, while not on duty, the employees will be allowed to conduct personal business utilizing the city vehicle with which they were mobilized. Employees will be expected to operate the city vehicle consistent with city policy.

Employees that return from demobilization between 12 and 24 hours prior to the commencement of their regular shift shall be afforded the opportunity to take up to the first 12 hours of that shift off. Employees that return from demobilization up to 12 hours prior to the commencement of their regular shift shall be afforded the opportunity to take 24 hours of that shift off. Employees that return from demobilization on their regularly scheduled shift shall be afforded the opportunity to take the remainder of that shift off. Time off used in the context of this paragraph shall be deducted from the employee’s choice of any of their leave banks including sick leave.

The City shall ensure all mobilizing wildland firefighters have been issued necessary personal protective equipment to include but not limited to:

- 1 helmet with shroud and goggles
- 1 wildland firefighting jacket
- 2 wildland firefighting shirts
- 2 wildland firefighting pants
- 2 pairs of gloves
- \$250 stipend for wildland boots

The employee will be responsible for providing the following personal equipment:

- Underclothing/socks
- Additional clothing for thermal layering
- Personal tent
- Sleeping bag
- Cot or sleeping pad
- 72 hours food and water supply
- Toiletries kit
- Eye wear
- Shower sandals/bath towel

All required training for wildland mobilization is work. All tuition shall be paid by the City and all represented employees shall be paid wage consistent with this CBA for the length of their attendance.

ARTICLE 39 – EDUCATIONAL INCENTIVE

The City and the Union value and encourage the education of all employees. The City has a Tuition Reimbursement Program which employees are encouraged to utilize as the department budget allows.

As an incentive to continue with the education process, the City agrees to provide to all members an educational incentive premium added to the member's base pay equal to two (2%) percent for an Associate's degree or three (3%) percent for a Bachelor's or higher degree from an accredited college or university.

The two incentives above are not cumulative, and employees may only receive credit for one degree.

ARTICLE 40 – DEFERRED COMPENSATION

The City shall provide optional deferred compensation plans for employee participation (currently VOYA and State of Washington DCP). Participation shall be governed by the requirements of the plans and applicable law. In the event that the current plans are no longer available, or upon mutual agreement, the parties may change one or both optional plan providers, then the parties shall meet and agree to at least two plan options.

The City shall contribute a dollar-for-dollar match of up to four percent (4%) of the employees' base salary per pay period into the deferred compensation plan of their choice provided by the City.

Employees may elect to defer additional compensation to the extent permitted by law, but additional employee contributions will not result in additional contributions from the City.

ARTICLE 41 – DIESEL EXHAUST REMOVAL

The parties agree that diesel exhaust has been determined to be a carcinogen as early as 1988 by The National Institutes of Occupational Safety and Health and also to the tenants of NFPA 1500, The Standard on Fire Department Occupational Safety, Health, and Wellness Program which indicate *"the fire department shall prevent exposure to fire fighters and contamination of living and sleeping areas from exhaust emissions,"* Further the parties agree that hose-based direct source capture of diesel exhaust is the most comprehensive approach to diesel exhaust removal. Therefore, the City shall provide hose-based direct source capture of diesel exhaust at all work locations by the end of the term of this agreement. Upon the signing of this agreement the Department Safety Committee shall determine a plan for implementation for approval by the Chief.

ARTICLE 42 – VEHICLE DATA

The parties agree that the City may utilize software in fire personnel vehicles and agree that the information will not be routinely or randomly reviewed to monitor employee performance/driving. The information shall only be reviewed in connection with a specific concern or specific incident.

It is understood that fire department employees routinely drive aggressively and in excess of the posted speed limit as a requirement of their employment and have specialized training in driving emergency response vehicles. No investigations will commence based on response to emergency calls unless there is an incident involving a member.

In the event a represented employee is the subject of an investigation based on information transmitted via AssetWorks, or any future system, said employee shall be allowed to review the information privately with a Union representative immediately prior to his/her interview concerning the incident.

ARTICLE 43 - TERMINATION AND RENEWAL


Unless otherwise indicated or except for contract language changes effective from the date of signature forward, this agreement shall be in full force and effect from January 1, 2024, until December 31, 2025.

CITY OF CAMAS, WASHINGTON

By: _____
Steve Hogan, Mayor

Date: _____

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 2444

By:  _____
Kevin Bergstrom, President

Date: 2/2/2024

By: _____
Doug Quinn, City Administrator

By:  _____
Aaron Cliburn, Vice-President

Date: _____

Date: 2/2/2024

EXHIBIT A

Effective January 1, 2024 – 3.5% CPI +2% Wage adjustment

Position						
	1	2	3	4	5	6
Battalion Chief	11292	11710	12145	12597	13065	13550
Fire Captain/Paramedic	10486	10873	11277	11697	12131	12582
Fire Captain	9679	10037	10410	10797	11198	11614
Deputy Fire Marshal	9679	10037	10410	10797	11198	11614
Firefighter/Paramedic	8873	9201	9542	9897	10265	10646
Firefighter	8066	8364	8675	8998	9332	9678

Hourly Rate Formula for 24-hour shift employee: $\frac{12 \times \text{Monthly Salary}}{2478 \text{ Hours}}$

Hourly Rate Formula for 40-hour employee: $\frac{12 \times \text{Monthly Salary}}{2080 \text{ Hours}}$

EXHIBIT B

In addition to annual cost of living increases, the wage scale for members of the bargaining unit will maintain the following salary differentials:

Firefighter 100%

Firefighter/Paramedic 110%

Fire Captain and Deputy Fire Marshal 120%

Paramedic Captain 130%

Battalion Chief 140%

Additionally, a 20% differential shall be maintained between step one and the top step, divided evenly over the duration of the steps.

EXHIBIT C

Acting Captain

All qualified personnel shall be considered to work out of class (Acting Captain) when the need arises. Members shall meet the below criteria to be considered to act out of class and the department shall follow the rules below when filling out-of-class assignments.

Qualified personnel are defined as and vacancies shall be filled as outlined below:

1. A member ranked on a certified promotional exam list for fire Captain; or
2. A member who has achieved all of the following:
 - A minimum of two years of time in grade with CWFD.
Certified as a Blue Card incident commander. Members must stay current on all Blue Card CE once certified.
 - Successful completion of the AC task book, for acting captain

Members who Act out of Class prior to the signing of this document will be afforded the opportunity by the department to obtain Blue Card Incident Command Certification. Those members already qualified to act out of class at the signing of this MOU will be given one year to meet the new standard.

Testing:

- Administrative Battalion Chief or Training Captain along with that member's shift Battalion Chief will be responsible for proctoring the tactical simulation.
- If the member does not pass the tactical simulation, the member will be allowed to retest no sooner than 2 months from their last attempt.
- The member will complete the tactical simulation annually by the anniversary date of their last assessment.

Making out of class assignments for Acting Captain (AC):

Assignments will be made using a rotational system in the following order:

- Qualified member assigned to the shift and station where the vacancy occurred who is on a certified promotional list will fill the vacancy.

If multiple members qualify as above, then the position will be filled using the rotational system.

- Qualified AC member assigned to the shift and station where the vacancy occurred.

If multiple members qualify as above, then the position will be filled using the rotational system:

- If no members qualify at the station where the vacancy occurs, the rotation will apply to the entire shift, thus causing a station move.

This rotation will occur in this order:

- A. Members on Captain promotional list
- B. Members on AC list on a rotational basis

If no members who qualify are on the entire shift, then the vacancy will be filled with OT callback, by calling back in this order:

- A. Ranked Captains on a rotational basis.
- B. Members on the Captain promotional list on a rotational basis
- C. AC qualified members on a rotational basis

*'Shift and Station' is defined by a member who is normally assigned to that shift and station through the shift bid process.

Making out of class assignments for Acting Battalion Chief (ABC):

- Assignments for ABC will be made in a similar way as AC assignments, with the exception that the rotation to fill the vacancy will apply to the entire shift as opposed to just those at the station where the vacancy occurs.
- Members ranked on a certified promotional exam list for Battalion Chief and on duty shall receive priority. If multiple members on the same shift are on a promotional list and on duty the aforementioned rotational process shall be utilized
- If no Captains on duty are on a promotional list, All captains working shall be considered so long as they have completed a tactical simulation as above from the most recent BC testing process successfully.
- The member will complete the tactical simulation annually.

* If at any point a member moves stations to fill the AC or ABC position, seniority shall be observed for any moves needed to fill the vacancy created by the qualified member who is filling the acting captain or acting BC position.

Making out of class assignments for Acting Battalion Chief (ABC):

Assignments for ABC will be made in a similar way as AC assignments, with the exception that the rotation to fill the vacancy will apply to the entire shift as opposed to just those at the station where the vacancy occurs.

Members ranked on a certified promotional exam list for Battalion Chief and on duty shall receive priority. If multiple members on the same shift are on a promotional list and on duty the aforementioned rotational process shall be utilized. If no Captains on duty are on a promotional list, all captains working shall be considered so long as they have completed a tactical simulation as above from the most recent BC testing process successfully.

The member will complete the tactical simulation annually.

If at any point a member moves stations to fill the AC or ABC position, seniority shall be observed for any moves needed to fill the vacancy created by the qualified member who is filling the acting captain or acting BC position.

The Fire Chief or designee will be consulted before assignments to acting positions are made.

EXHIBIT D

Selection Rounds

Shift employees may begin selecting vacation time for the upcoming year on a hire date seniority basis beginning about November 1. There shall be two rounds of vacation selection during which personnel may select one vacation period in the “prime” period, and one vacation period in the non-prime period. The “prime” period shall include the first FLSA Period that includes any days in the month of June and conclude at the end of the last FLSA period containing a day in September. If a vacation selection date includes Thanksgiving Day or Christmas day that day shall be considered “prime”. Individual vacation picks selected in each round shall be limited to four (4) consecutive shifts.

After two rounds of vacation selection each member shall select debit days by department seniority. There shall be three (3) rounds of debit selection consisting of each employee selecting four (4) debit days in each round. No more than one debit day per member is to be placed in any one FLSA period. Debit selection shall first be placed on a previously selected leave vacancy in any FLSA period. If no vacancies remain in the selected FLSA period, debit days shall be placed anywhere within that chosen FLSA period. No more than two (2) debit days shall be allowed to be scheduled on any given calendar day without any vacancies in excess of two (2). More than two (2) debit days may be placed on a day if vacancies remain.

Debit Selection for Battalion Chiefs

Battalion Chiefs will conduct their debit day selection following vacation selection as outlined above. Debit days are first to be placed on a previously selected elected leave vacancy created at the Battalion Chief position. Remaining Debit days shall be pooled and utilized throughout the year to fill vacancies created at the Battalion Chief position. Battalion Chief debit days shall be selected by the member with the flexibility to prioritize the avoidance of two (2) Battalion Chiefs on duty at the same time. If two (2) Battalion Chiefs do end up scheduled to work the same day, one of the two shall not count toward minimum staffing. Battalion Chiefs may utilize a limited number of debit hours to attend trainings or other assignments but only as approved by the Fire Chief.

Debit Day Trades

Debit days shall be considered shifts where referenced in this document. All provisions included in Exhibit E shall apply to debit days and trades between members and self-trades shall be allowed as provided in these articles.

If an employee agrees to report back for unscheduled duty for a full 24-hour shift that would normally be compensated at the overtime rate, the employee may elect to eliminate a future debit day in lieu of receiving overtime pay. Individuals may further trade their debit day to another day within the same FLSA period, or to one of the remaining FLSA periods where that member does not already have a debit day selected so long as the trade does not create any additional overtime obligation or place a burden on the employer.

EXHIBIT E

Shift Trades

Shift trades shall only be approved if they do not create an overtime obligation and do not reduce department staffing below that defined in Article 4.20.

Upon agreement of a trade, elective leave (vacation, holiday or compensatory time) may be used for either end of the trade provided there are leave slots available for the leave date requested and the elective leave would not cause overtime as of the date of the leave request.

Personnel on the schedule in the position Battalion Chief (BC or ABC) may request a shift exchange with personnel on the schedule in the position of Battalion Chief (BC or ABC) on a different day.

Personnel on the schedule in the position of Captain (Captain or AC) may request a shift exchange with personnel on the schedule in the position of Captain (Captain or AC) on a different day.

Personnel on the schedule in the position of Firefighter or Firefighter/Paramedic may request a shift exchange with personnel on the schedule in the position of Firefighter or Firefighter/Paramedic.

A Shift Battalion Chief may request a self-trade for specified dates within an FLSA cycle providing the vacated day does not leave that shift below the minimum staffing as outlined in Article 4.20 and there is a BC vacancy on the day to be worked.

A self-trade (other than Shift Battalion Chiefs) may be requested for specified dates within an FLSA cycle providing the vacated day does not leave that shift below minimum staffing or the minimum number of Paramedics as outlined in Article 4.20.

A Paramedic and an EMT may only request a shift exchange if on the day that the Paramedic is vacating, the minimum number of paramedics left on that shift meets the minimum number of paramedics outlined in Article 4.20 (A paramedic that is filling the role of BC on a shift, shall not be considered a component of minimum paramedic staffing).



Staff Report – Public Hearing for Ordinance

February 5, 2024 Council Regular Meeting

Public Hearing – Ordinance No. 24-001 Public Right of Way Vacation Request for 600 NW 18th Loop for the benefit of 1804 NW Edgehill Drive

Presenter: Rob Charles, Utilities Manager

Time Estimate: 10 minutes

Phone	Email
360.817.7003	rcharles@cityofcamas.us

BACKGROUND: The property at 1804 NW Edgehill Drive has had a deck constructed over the City's property located at 600 NW 18th Loop for 30 years and the deck had been allowed through a land lease with the property owner. The city informed the owner, Chad Deering, earlier this year that the lease would not be renewed and that they would either have to demolish the deck or request to purchase the property from the city. Purchase of any surplus property requires approval from city council.

SUMMARY: The owner of the property has gone through the city's vacation process and obtained a value for the property of \$10,500. The owner will still have to complete a Boundary Line Adjustment with the City's Planning Department to legally adjust the property boundaries. Once the BLA is completed, the mayor would be able to sign the conveyance documents transferring ownership to the owner of the property.

A notice to the public regarding the public hearing has been published in the paper of record on January 4th and 11th. Ordinance No. 24-001 for the Vacation is included in the Council's packet.

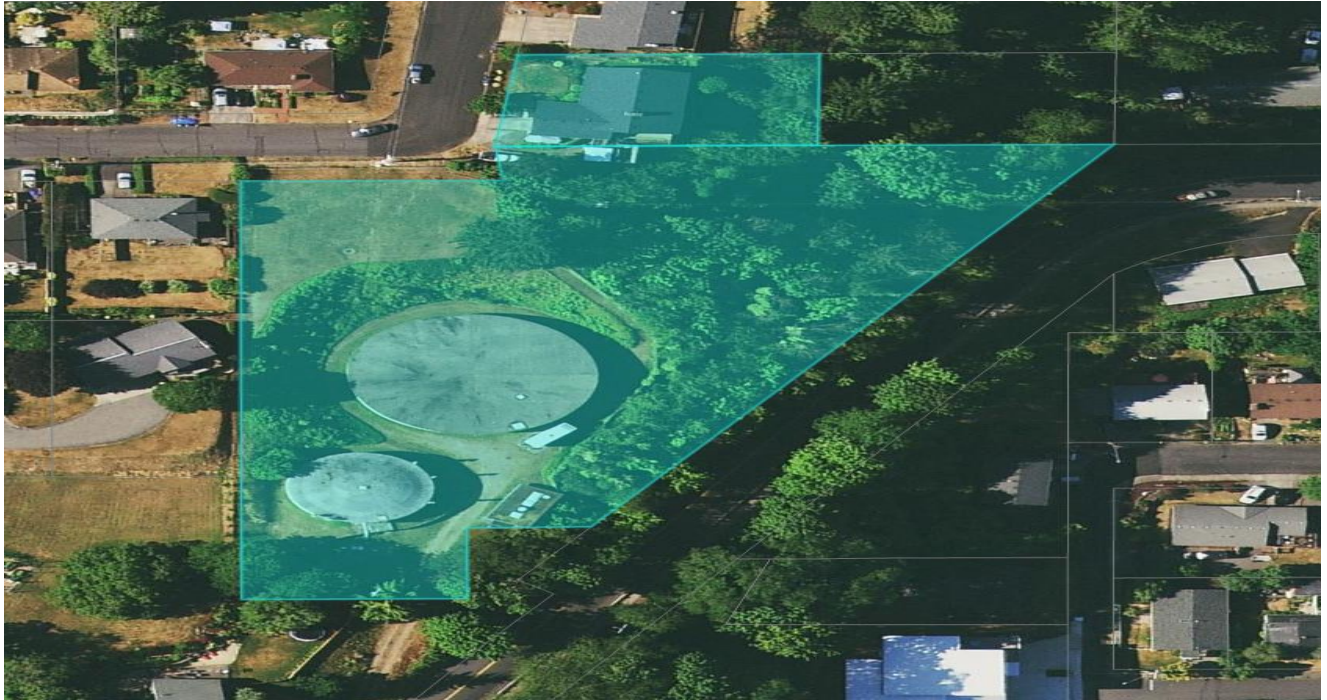


Figure 1: City Owned 600 NW 18th Loop property and 1804 NW Edgehill Drive property to the north

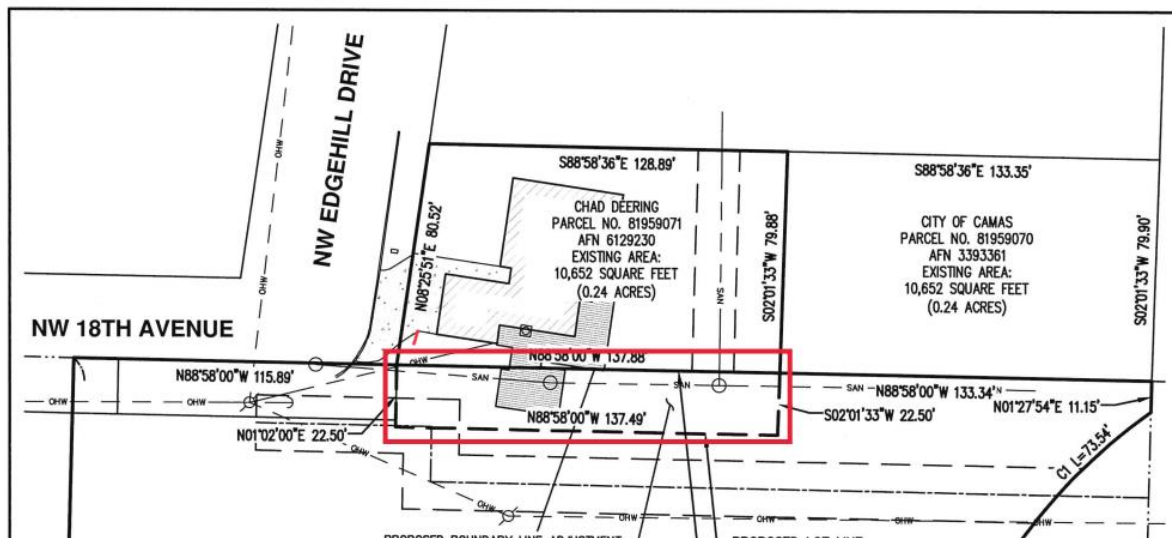


Figure 2: Area of proposed transfer from City owned land to 1804 NW Edgehill Drive (3,093 sf)

RECOMMENDATION: Staff recommends Council adopt Ordinance No. 24-001 and it be published accordingly to law.

ORDINANCE NO. __24-001__

AN ORDINANCE providing for the vacation of a portion of city owned property at 600 NW 18th Loop for the benefit of 1804 NW Edgehill Drive.

WHEREAS, on September 14, 2023 the owners of real property located at 1804 NW Edgehill Drive submitted a request to vacate an adjacent portion of city owned property at 600 NW 18th Loop; and

WHEREAS, on December 18, 2023, the City Council adopted a Resolution setting a public hearing on January 16, 2024 at 7:00 p.m., in the Council Chambers in the City Hall of Camas, Washington, as the time and place for a public hearing on said vacation request; and

WHEREAS, pursuant to said Resolution, the City Clerk caused notices to be posted and mailed in accordance with the requirements of law; and

WHEREAS, at the time and place set for said hearing, the Council considered the testimony of all persons commenting on said vacation; and

WHEREAS, the Council finds that the portion of property within 1804 NW Edgehill Drive as proposed to be vacated is not currently being utilized for public water and sewer use, that said portion of the vacated property is more suitable for private use, and that here shall be a sewer easement placed over the vacated property to the city's benefit to access sewer infrastructure.

NOW, THEREFORE,

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

Section I

That portion of 600 NW 18th Loop shown in Exhibit "A" attached hereto and by this reference incorporated herein be and the same is hereby vacated, subject to the city retaining a sewer easement for purposes of access to utility infrastructure.

Section II

Said vacation is contingent upon the abutting landowner paying the cost of publishing this

ordinance and paying the sum of \$10,500 to the City.

Section III

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

PASSED by the Council and APPROVED by the Mayor this _____ day of January, 2024

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney



Staff Report

February 5, 2024 City Council Public Hearing

Goodwin & 28th Annexation – 60% Annexation Petition Public Hearing

Presenter: Robert Maul, Planning Manager

Time Estimate 20 Min

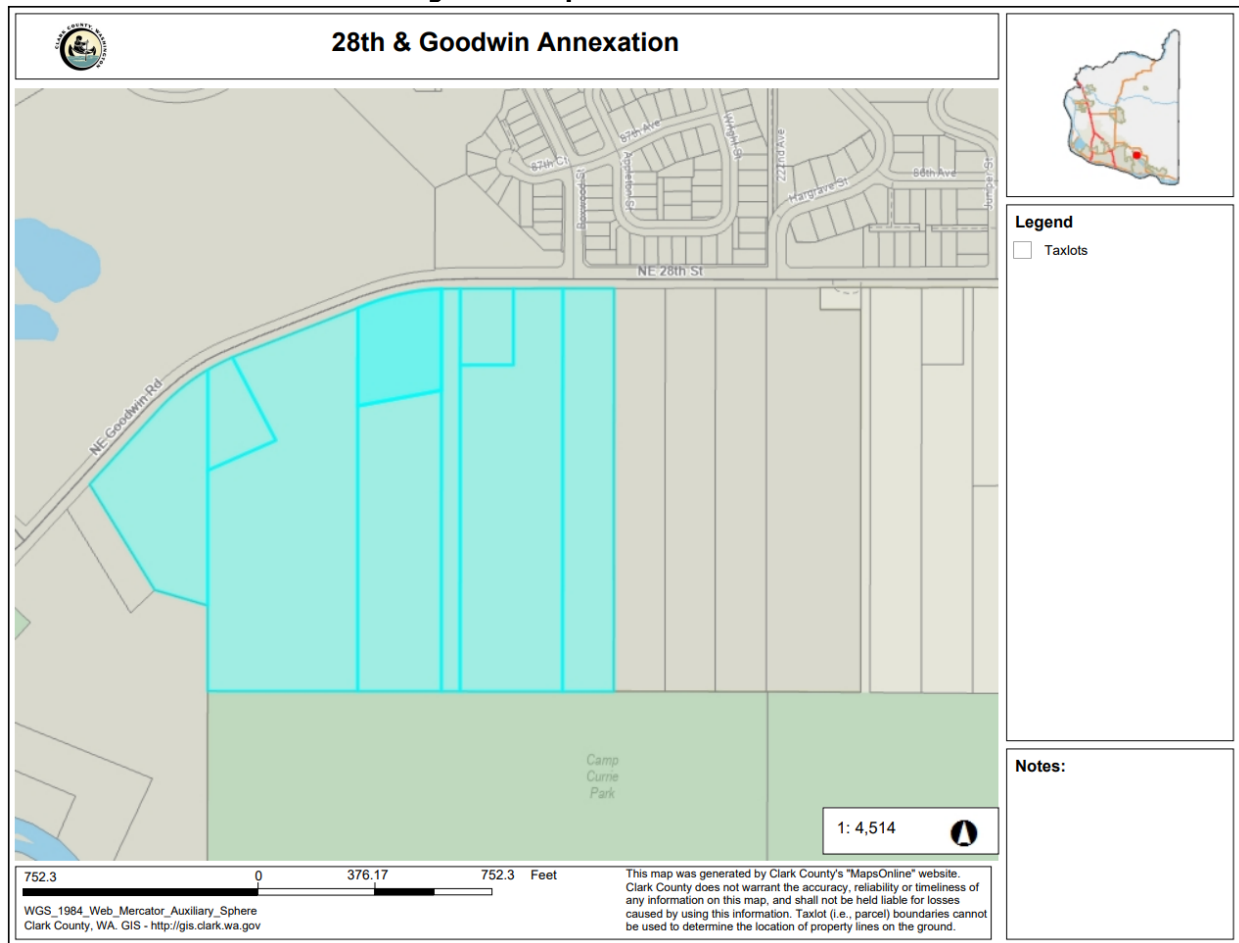
Phone	Email
360.817.1568	rmaul@cityofcamas.us

BACKGROUND: An annexation application has been submitted to the City to annex approximately 39.36 acres into the city limits of Camas.

SUMMARY: Monica Gruher, the applicant, has filed for a notice of intent to annex nine properties into the city limits of Camas. The properties are shown in blue (Figure 1). The parcels in question abut city limits to the west, north and east, and Clark County jurisdiction and parks land to the south. The adopted Comprehensive Plan has the area designated as Single-Family Medium density zoning (Figure 2).

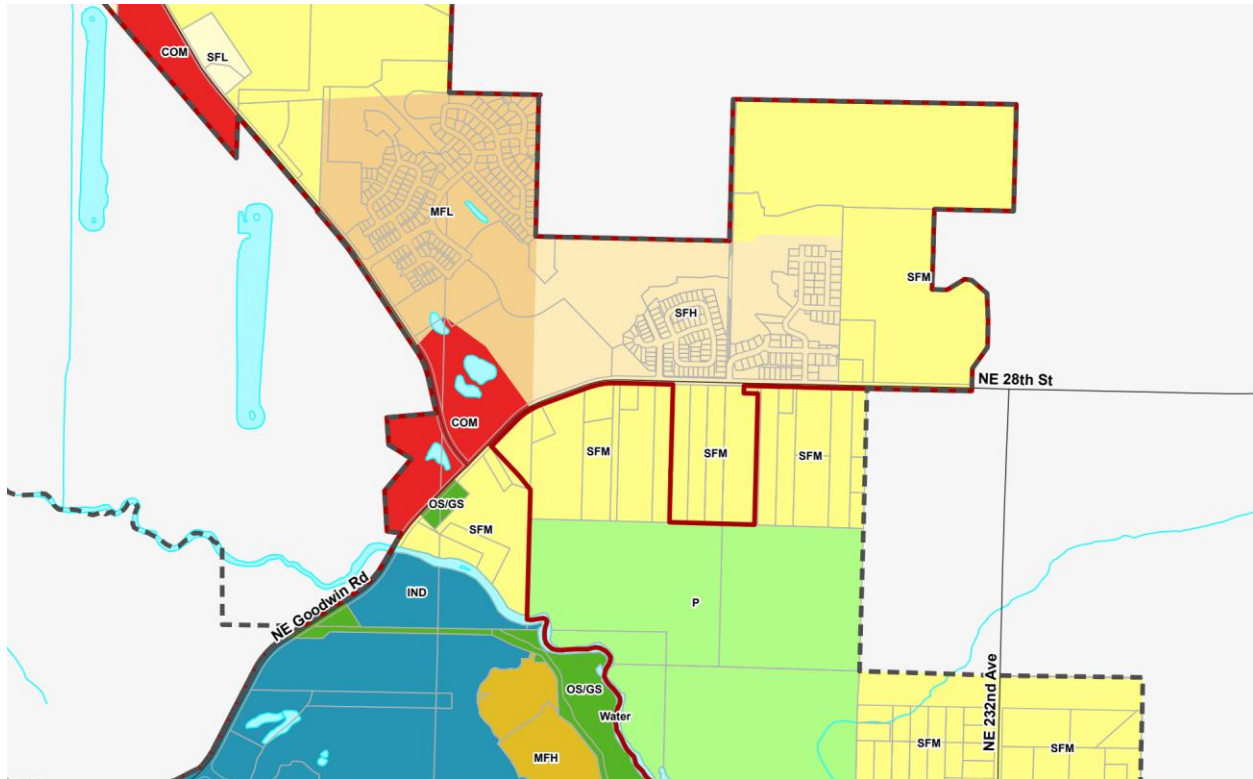
The City Council met formally on Monday, September 18th to consider the 10% notice of intent. The Council did accept the notice of intent as proposed, thereby allowing the Planning Commission to formally recommend an appropriate zoning designation for the annexation area. There are three different zoning designations that can implement the current comprehensive plan designation of Urban Medium Density. Staff recommended R-7.5 to be the implementing zoning designation given the need for more density with the upcoming periodic review of the comprehensive plan. The Planning Commission held a public hearing on zoning for this area on October 17th, 2023. The Planning Commission sends a formal recommendation of R-7.5 zoning to the City Council for consideration at the public hearing for annexation.

Figure 1: Proposed Annexation Area

**City Boundary:**

When drawing boundaries, the goal is to have orderly patterns that allow for the ability provide services, continuity and allow for potential growth patterns that make sense. As proposed the nine parcels fit within an area with city boundaries to the west, north and east. Only the southern boundary abuts Clark County.

Figure 2 Comprehensive Plan Map



Process:

As per RCW 35.13.125, the City Council is required to meet with the initiating parties and will discuss the following:

1. Whether the City will accept, reject, or geographically modify the proposed annexation;
2. Whether it will require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed (as provided for in RCW 35A.14.330, and RCW 35A.14.340); and
3. Whether it will require the assumption of all or any portion of existing City indebtedness by the area to be annexed.

This was done at the September 18th, 2023 council meeting when the 10% notice of intent was approved.

Zoning:

As mentioned previously, the currently adopted comprehensive plan is Single-Family Medium density, which can be implemented by any one of three zoning designations.

Camas Municipal Code (CMC) table 18.05.020 lists Residential 7,500 (R-7.5), Residential 10,000 (R-10), and Residential 12,000 (R-12) as possible zoning designations that can be applied to the annexation area. The current city zoning surrounding the annexation area is R-12 to the west, Community Commercial and R-6 to the north across NW 28th Street, and R7.5 to the east. South of the site is still Clark County jurisdiction and carries a zoning designation of parks and open space (Figure 3).

Utility and road impacts generated by any one of the three zoning designations has been anticipated when developing the capital facilities plans that have been adopted and correspond with the comprehensive plan, so any of the three can comply with current policies.

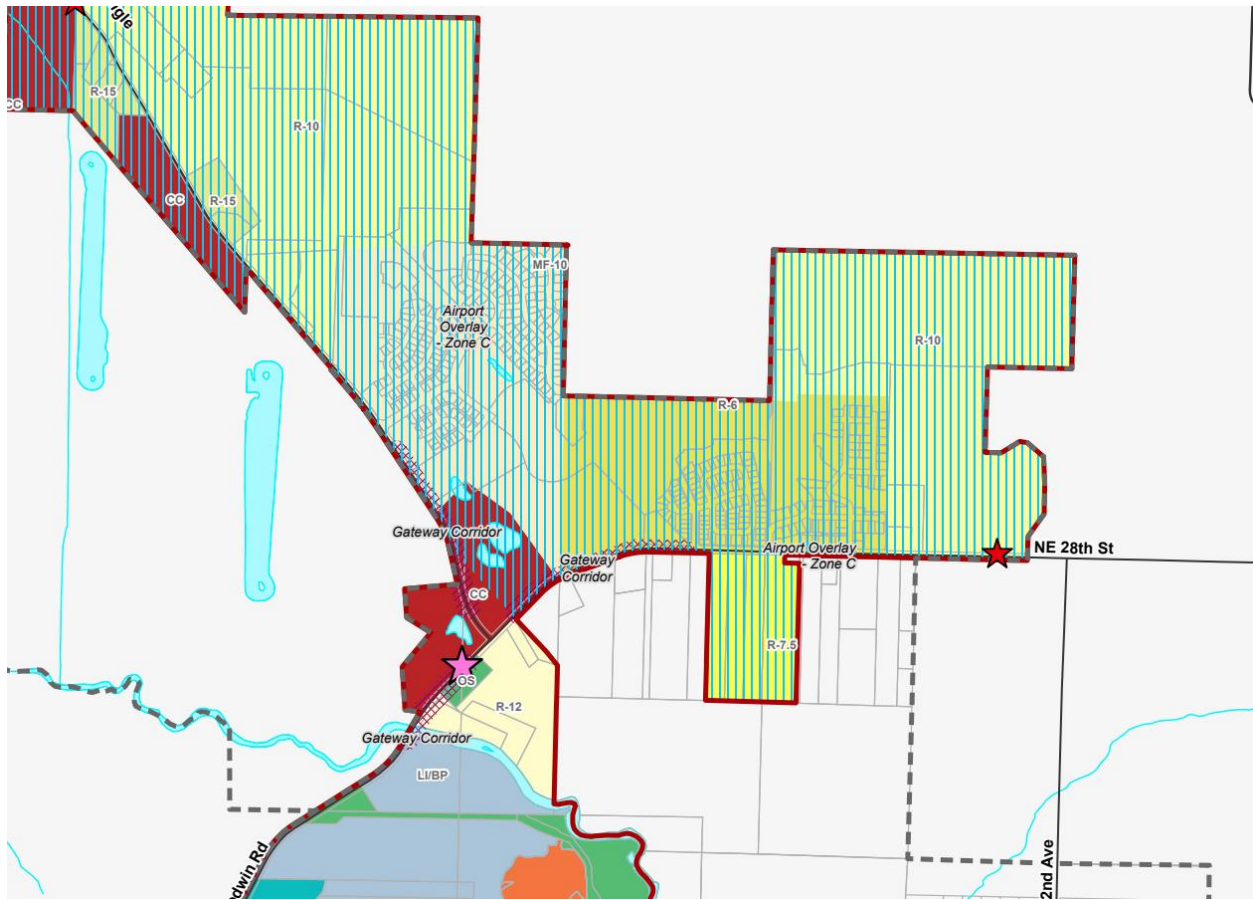
Table 18.05.020

District	Symbol	Comprehensive Plan Designation
Residential 15,000	R-15	Single-family Low
Residential 12,000	R-12	Single-family Medium
Residential 10,000	R-10	Single-family Medium
Residential 7,500	R-7.5	Single-family Medium
Residential 6,000	R-6	Single-family High
Multifamily-10	MF-10	Multifamily Low
Multifamily-18	MF-18	Multifamily High
Multifamily Cottage	MF-C	Overlay

BUDGET IMPACT: Initially service impacts will be minimal but may increase over time with future development and the demands it creates. Currently there are no capital related projects in the annexation area.

RECOMMENDATION: Staff recommend that the City Council approve the NE 28th / Goodwin Road annexation and direct the City Attorney to prepare an adoptive ordinance for the February 5th, 2024 City Council Meeting.

Figure 3 Current Zoning Map





Community Development Department | Planning
616 NE Fourth Avenue | Camas, WA 98607
(360) 817-1568
communitydevelopment@cityofcamas.wa

General Application Form NE Goodwin & NE 28th Properties **Case Number:** ANNEX23-05

Applicant Information

Applicant/Contact: Monica Gruher **Phone:** (503) 349-8888
Address: 21917 NE 28th St m.gruher@comcast.net
Street Address **E-mail Address**
Camas WA 98607
City **State** **ZIP Code**

Property Information

Property Address: See attached Goodwin/28th Street Annexation
Street Address **County Assessor # / Parcel #**
City **State** **ZIP Code**
Zoning District **Site Size**

Description**Brief description:**60% Notice of Intent Approval

Are you requesting a consolidated review per CMC 18.55.020(3)?

YES
☐

NO
☐

Permits Requested: ☐ Type I ☐ Type II ☐ Type III ☐ Type IV, BOA, Other

Property Owner or Contract Purchaser

Owner's Name: See attached signature pages **Phone:** ()
Last **First**
Street Address **Apartment/Unit #**
E mail Address: **City** **State** **Zip**

Signature

I authorize the applicant to make this application. Further, I grant permission for city staff to conduct site inspections of the property.

Signature:Monica Gruher**Date:** 11/7/2023

Note: If multiple property owners are party to the application, an additional application form must be signed by each owner. If it is impractical to obtain a property owner signature, then a letter of authorization from the owner is required.

Date Submitted: 11/7/23**Pre-Application Date:**

11/7/23 \$4,013.00
Receipt #788019
by KR

Staff: Robet Maul**Related Cases #** ANNEX23-04

☐ **Electronic
Copy
Submitted**

Validation of Fees

Application Checklist and Fees (updated on January 1, 2023)

ANNEX23-05

♦ Annexation	\$944 - 10% petition; \$4,013 - 60% petition	001-00-345-890-00	\$ 4013. ⁰⁰	
♦ Appeal Fee		001-00-345-810-00	\$436.00	\$
♦ Archaeological Review		001-00-345-810-00	\$150.00	\$
♦ Binding Site Plan	\$2,055 + \$24 per unit	001-00-345-810-00	\$	
♦ Boundary Line Adjustment		001-00-345-810-00	\$	
♦ Comprehensive Plan Amendment		001-00-345-810-00	\$	
♦ Conditional Use Permit				
Residential	\$3,738 + \$105 per unit	001-00-345-810-00	\$	
Non-Residential		001-00-345-810-00	\$4,734.00	\$
♦ Continuance of Public Hearing		001-00-345-810-00	\$573.00	\$
♦ Critical or Sensitive Areas (fee per type)		001-00-345-810-00	\$848.00	\$
<i>(landmarks, steep slopes or potentially unstable soils, streams and watercourses, vegetation, wetlands, wildlife habitat)</i>				
♦ Design Review				
Minor		001-00-345-810-00	\$474.00	\$
Committee		001-00-345-810-00	\$2,598.00	\$
♦ Development Agreement	\$959 first hearing, \$590 ea. add'l hearing/continuance	001-00-345-810-00	\$	
♦ Director's Interpretation			\$350.00	\$
♦ Engineering Department Review - Fees Collected at Time of Engineering Plan Approval				
Construction Plan Review & Inspection	(3% of approved estimated construction costs)			
Notification to Approve Construction Plan Review	(Per review in information only)		\$436.00	
Single Family Residential (SFR) - Community Plan Review	(See below for information only)		\$2,738.00	
Gates/Barrier on Private Street Plan Review	(Fee shown for information only)		\$1,139.00	
♦ Fire Department Review				
Short Plat or other Development Construction Plan Review & Insp.		115-09-345-830-10	\$308.00	\$
Subdivision or PRD Construction Plan Review & Inspection		115-09-345-830-10	\$384.00	\$
Commercial Construction Plan Review & Inspection		115-09-345-830-10	\$460.00	\$
♦ Franchise Agreement Administrative Fee			\$5,696.00	\$
♦ Home Occupation				
Minor - Notification (No fee)			\$21.00	
Major		001-00-321-900-00	\$75.00	\$
♦ LI/BP Development	\$4,734 + \$41.00 per 1000 sf of GFA	001-00-345-810-00	\$	
♦ Minor Modifications to approved development		001-00-345-810-00	\$378.00	\$
♦ Planned Residential Development	\$38 per unit + subdivision fee	001-00-345-810-00	\$	
♦ Plat, Preliminary				
Short Plat	Short plat fee: \$7,500 per lot	001-00-345-810-00	\$	
Subdivision	Subdivision fee: \$7,500 per lot + \$250 per lot	001-00-345-810-00	\$	
♦ Plat, Final:				
Short Plat		001-00-345-810-00	\$219.00	\$
Subdivision		001-00-345-810-00	\$2,598.00	\$
♦ Plat Modification/Alteration		001-00-345-810-00	\$1,308.00	\$
♦ Pre-Application (Type III or IV Permits)				
No fee for Type I or II				
General		001-00-345-810-00	\$996.00	\$
Subdivision (Type III or IV)		001-00-345-810-00	\$996.00	\$
♦ SEPA		001-00-345-890-00	\$886.00	\$
♦ Shoreline Permit		001-00-345-890-00	\$1,308.00	\$
♦ Sign Permit				
General Sign Permit	(Exempt if building permit is required)	001.00.322.400.00	\$45.00	\$
Master Sign Permit		001.00.322.400.00	\$138.00	\$
♦ Site Plan Review				
Residential	\$1,255 + \$34 per unit	001-00-345-810-00	\$	
Non-Residential	\$3,146 + \$68 per 1000 sf of GFA	001-00-345-810-00	\$	
Mixed Residential/Non Residential	(see below)	001-00-345-810-00	\$	
	\$4,435 + \$34 per res unit + \$68 per 1000 sf of GFA			
♦ Temporary Use Permit		001-00-321-990-00	\$88.00	\$
♦ Variance (Minor)		001-00-345-810-00	\$760.00	\$
♦ Variance (Major)		001-00-345-810-00	\$1,417.00	\$
♦ Zone Change (single tract)		001-00-345-810-00	\$2,638.00	\$

Fees reviewed & approved by Planner:

11/7/23

Initial

Date

Total Fees Due:

\$ 4013.⁰⁰

City of Camas
616 NE 4th Avenue
Camas, WA 98607
360-834-2462

Finance Office Hours:
Monday-Friday 9:00 - 5:00 p.m.

Date/Time 11/07/2023 11:04 AM
Receipt No. 00788019
Receipt Date 11/07/2023
CR plan 4,013.00
annex
annexation 4,013.00

Cash: 0.00
Other: 4,013.00
Check: 4,013.00

Total: 4,013.00
Change: 0.00

Check No: #3541 FOR 28TH/GOODWIN

MONICA GRUHER
Customer #: 000000
21917 NE 28TH ST

CAMAS WA 98607-
Cashier: krussell
Station: IS02594

November 7, 2023

Robert Maul
City of Camas Planning Office
616 NE 4th Ave
Camas, WA 98607

Dear Mr. Maul,

Pursuant to our initial council approval to proceed with our annexation petition process, attached is our second Intent for Annexation (60% Petition minimum) and the \$4013 fee, submitted by residents representing eight contiguous properties that are adjacent to the Camas city limits.

The properties included in this request constitute 85.6% of the total valuation, well over the 60% minimum. The remaining 14% abstained but have not objected. Also included are original property owner signatures and the professionally prepared legal description as required.

As you can see from the area map, our properties have been inadvertently "islanded" by prior annexations, creating confusion for emergency services, postal services, and others. The recent Green Mountain development across the street has already brought city services to the area. This development, along with an adjacent group of properties to our east that have already been annexed into the city, supports the similar annexation of our connecting properties. This will create a contiguous area, eliminating confusion, and providing for more efficient city planning.

In addition to these benefits, there has been a financial impact on these residents in that property taxes for this area have been adjusted significantly upward because of the Urban Holding designation, without the benefits of annexation. These properties have been under the UH designation by the County for many years. This has resulted in a financial hardship for many residents, several of whom have lived on their properties between 15 and 60 years.

We respectfully submit this application for your

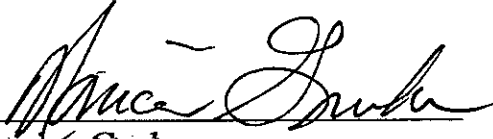
consideration and thank you and the Council for considering our request.

Item 23.

Sincerely,

On behalf of the Goodwin/28th Street Annexation

By:

A handwritten signature in cursive script, appearing to read "Monica Gruher", written over a horizontal line.

Monica Gruher

21917 NE 28th St.

Camas, WA 98607



**60% PETITION FOR ANNEXATION
INTO THE CITY OF CAMAS**

We the undersigned hereby petition the City of Camas to have our property as described below annexed to the City of Camas. We certify that we are the legal owners of such property and are aware that our signatures will be combined with the required signatures to represent at least sixty percent (60%) or more of the total value of all property within the area we are asking to be annexed.

A legal description will be required for the entire annexation area at time of formal petition submittal.

****The City Council requires assumption of existing city indebtedness by the area to be annexed****

Yes ☒ No ☐

****The City Council requires the simultaneous adoption of a proposed comprehensive plan designation for the area to be annexed****

Yes ☒ No ☐

WARNING: Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
173173000	<i>James Coburn</i> JAMES COBURN	21715 NE 28 th St, Camas WA 98607	10/2/23	✓	✓
173170000	<i>James Coburn</i> JAMES COBURN	21715 NE 28 th St, Camas WA 98607	10/2/23	✓	✓



60% PETITION FOR ANNEXATION INTO THE CITY OF CAMAS

We the undersigned hereby petition the City of Camas to have our property as described below annexed to the City of Camas. We certify that we are the legal owners of such property and are aware that our signatures will be combined with the required signatures to represent at least sixty percent (60%) or more of the total value of all property within the area we are asking to be annexed.

A legal description will be required for the entire annexation area at time of formal petition submittal.

****The City Council requires assumption of existing city indebtedness by the area to be annexed****

Yes _____ No _____

****The City Council requires the simultaneous adoption of a proposed comprehensive plan designation for the area to be annexed****

Yes _____ No _____

WARNING: Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
173206000	<i>Barbara J. Sheldon</i> Barbara J. Sheldon	21731 NE 28 th St, Camas WA 98607	10/2/23	✓	✓
	<i>Brian Mullins</i> H. J. L.		10/2/23	✓	✓



60% PETITION FOR ANNEXATION
INTO THE CITY OF CAMAS

We the undersigned hereby petition the City of Camas to have our property as described below annexed to the City of Camas. We certify that we are the legal owners of such property and are aware that our signatures will be combined with the required signatures to represent at least sixty percent (60%) or more of the total value of all property within the area we are asking to be annexed.

A legal description will be required for the entire annexation area at time of formal petition submittal.

****The City Council requires assumption of existing city indebtedness by the area to be annexed****

Yes _____ No _____

****The City Council requires the simultaneous adoption of a proposed comprehensive plan designation for the area to be annexed****

Yes _____ No _____

WARNING: Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
173186000	<i>Monica Gruher</i>	21917 NE 28 th St, Camas WA 98607	10/14/2023	✓	✓
	Monica Gruher				
	<i>Jim Gruher</i>				
	Jim Gruher		10/14/2023	✓	✓



**60% PETITION FOR ANNEXATION
INTO THE CITY OF CAMAS**

We the undersigned hereby petition the City of Camas to have our property as described below annexed to the City of Camas. We certify that we are the legal owners of such property and are aware that our signatures will be combined with the required signatures to represent at least sixty percent (60%) or more of the total value of all property within the area we are asking to be annexed.

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****The City Council requires assumption of existing city indebtedness by the area to be annexed****

Yes _____ No _____

****The City Council requires the simultaneous adoption of a proposed comprehensive plan designation for the area to be annexed****

Yes _____ No _____

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PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
173171000	STEPHANIE CHADWICK <i>[Signature]</i>	2619 NE GOODWIN RD CAMAS WA 98607	10-13-2023	X	X
173171000	SCOTT CHADWICK <i>[Signature]</i>	2619 NE GOODWIN RD CAMAS WA 98607	10-13-2023	X	X



60% PETITION FOR ANNEXATION INTO THE CITY OF CAMAS

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A legal description will be required for the entire annexation area at time of formal petition submittal.

****The City Council requires assumption of existing city indebtedness by the area to be annexed****

Yes _____ No _____

****The City Council requires the simultaneous adoption of a proposed comprehensive plan designation for the area to be annexed****

Yes _____ No _____

WARNING: Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
172546000	<i>Thad Von Freese</i> THAD VON FREESE	2521 NE Goodwin Rd. Camas, WA 98607	10/9/23	✓	✓
172546000	<i>Sally Kay Freese</i> Sally Kay Freese	2521 NE Goodwin Rd Camas, WA 98607	10/9/23	✓	✓



60% PETITION FOR ANNEXATION
INTO THE CITY OF CAMAS

We the undersigned hereby petition the City of Camas to have our property as described below annexed to the City of Camas. We certify that we are the legal owners of such property and are aware that our signatures will be combined with the required signatures to represent at least sixty percent (60%) or more of the total value of all property within the area we are asking to be annexed.

A legal description will be required for the entire annexation area at time of formal petition submittal.


****The City Council requires assumption of existing city indebtedness by the area to be annexed****

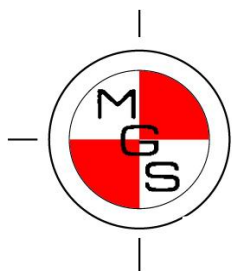
Yes ☒ No ☐

****The City Council requires the simultaneous adoption of a proposed comprehensive plan designation for the area to be annexed****

Yes ☒ No ☐

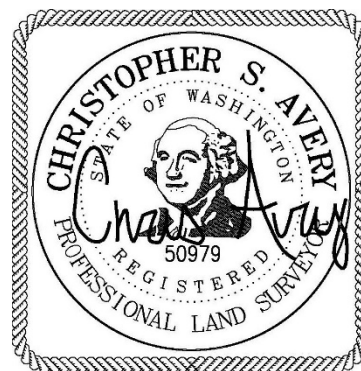
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PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
173192000	 Marwan Bahy	2625 NE Goodwin Rd, Camas, WA 98607	10-13-2023	X	X



MINISTER-GLAESER SURVEYING INC.

Vancouver Office – 2200 E. Evergreen Blvd., Vancouver, Washington 98661
(360) 694-3313 (360) 694-8410 FAX
Pasco Office – 6303 Burden Blvd. Suite E, Pasco, Washington 99301
(509) 544-7802 (509) 544-7862 FAX



Signed: 11/06/23

EXHIBIT "A"

GOODWIN 28TH ST ANNEXATION AREA DESCRIPTION:

An area of land located in a portion of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 21, Township 2 North, Range 3 East of the Willamette Meridian, and in a portion of the Thomas J. Fletcher Donation Land Claim, in Clark County, Washington, more particularly described as follows;

COMMENCING at the Center of said Section 21, according to Survey Book 69, Page 129, records of Clark County Surveyor (ROS 69-129);

Thence North $88^{\circ}42'39''$ West, along the North line of the Southwest quarter of said Section 21, for a distance of 492.64 feet, to the Northeast corner of the West half of the West half of the East half of the Northeast quarter of said Southwest quarter;

Thence South $01^{\circ}24'59''$ West, along the East line thereof, for a distance of 30.00 feet to the South right-of-way line of NE 28th Street and the **TRUE POINT OF BEGINNING**;

Thence South $01^{\circ}24'59''$ West, continuing along said East line, for a distance of 1289.34 feet, to the Southeast corner of said West half;

Thence North $88^{\circ}36'41''$ West, along the South line of the North half of said Southwest quarter of Section 21, for a distance of 1298.70 feet, to a point on the East line of the Thomas J. Fletcher Donation Land Claim (DLC);

Thence North $01^{\circ}13'48''$ East, along the East line of said DLC, for a distance of 272.07 feet;

Thence North $65^{\circ}33'34''$ West, along the West line of the Thad & Sally Freese tract according to Deed in Auditors File Number 5821320 and ROS 69-129, for a distance of 180.00 feet, to an angle point;

Thence North $32^{\circ}24'28''$ West, along the West line of said Freese Tract, for a distance of 385.14 feet, to the South right-of-way line of NE Godwin Road, according to Clark County Road Bin Project 365-A Sheet 3;

Thence the following courses and distances along the South right-of-way line of said NE Godwin Road which transitions to said NE 28th Street;

Thence North $43^{\circ}44'21''$ East, for a distance of 261.33 feet;

Thence along the arc of a tangent 925.00 foot radius curve to the right, the long chord of which bears North $56^{\circ}44'51''$ East, with a chord distance of 416.42 feet through a central angle of $26^{\circ}01'00''$, for an arc distance of 420.02 feet;

Thence North $69^{\circ}45'21''$ East, for a distance of 355.00 feet;

Thence along the arc of a tangent 925.00 foot radius curve to the right, the long chord of which bears North $80^{\circ}31'21''$ East, with a chord distance of 345.60 feet through a central angle of $21^{\circ}32'00''$, for an arc distance of 347.64 feet;

Thence South $88^{\circ}42'39''$ East, for a distance of 491.90 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING: 40.43 acres of land.

BASIS OF BEARINGS: Survey Book 69, Page 129, records of Clark County Surveyor. Right-of-way determined from modeling Road Bin Project 365-A Sheet 3, and rotating the centerline of the road at the Center of Section 21, onto the North line of the Southwest quarter of Section 21 according to said ROS 69-129.



CLARK COUNTY WASHINGTON

ASSESSOR'S OFFICE
Peter Van Nortwick, Assessor

www.clark.wa.gov/assessor

1300 Franklin Street
PO Box 5000
Vancouver, WA 98666-5000
360.397.2391
360.397.6046 f

December 1st, 2023

Robert Maul
Planning Manager
Camas, WA 98607

Dear Mr. Maul,

You will find enclosed the Certification of Sufficiency of the petition for annexation of land to the City of Camas:
Goodwin Road_28th Ave Property Annexation.

Please contact me should you have any questions regarding this annexation.

Sincerely,

A handwritten signature in red ink, appearing to be 'Peter Van Nortwick', is written over a horizontal line.

Peter Van Nortwick
Clark County Assessor

Enclosed:

Certification of Sufficiency
Annexation Legal Description
Annexation Map


Certification of Sufficiency
Goodwin Road_28th Street Property Annexation

The City of Camas on November 16th, 2023, submitted for review by Clark County Assessor, a petition to annex to the City, approximately 40.27 acres of land known as the Goodwin Road_28th Street Property Annexation. Subject to the requirements of 35A.01.040 I now certify the following in my capacity as Clark County Assessor:

1. On November 16th, 2023, the City of Camas submitted for certification by the Clark County Assessor a petition to annex to the City ten (10) parcels of land and associated road and public utility rights-of-way, totaling approximately 40.27 acres.
2. The legal description and map of the area proposed for annexation, as provided by the City, are attached to this certification. According to the map provided by the City, this area is in unincorporated Clark County and within the urban growth boundary.
3. The city is completing annexation pursuant to the sixty percent method of annexation RCW 35A.14.120 – 150
4. The Clark County Assessor initiated determination of petition sufficiency on December 1st, 2023, which is the “terminal date” as defined in 35A.01.040
5. The area proposed for annexation has a certified annexation value for general taxation of \$9,286,064.00.
6. Petition signatures provided by the City represent valid owner signatures of a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area. This review did not address the legal sufficiency of any proxy or utility covenant, only the sufficiency of the presence of signatures thereon.

Therefore, based on the petition certification request and supporting materials submitted by the City, I hereby declare and certify that the petition represents the affirmative consent of properties totaling more than 60% of the value according to the assessed valuation for general taxation purposes of the property proposed for annexation.

Given under my hand and seal this December 1st, 2023.



Peter Van Nortwick
Clark County Assessor



Community Development Department | Planning
616 NE Fourth Avenue | Camas, WA 98607
(360) 817-1568
communitydevelopment@cityofcamas.wa

Item 23.

General Application Form NE Goodwin & NE 28th Properties **Case Number:** ANNEX23-05

Applicant Information

Applicant/Contact: Monica Gruher **Phone:** (503) 349-8888
Address: 21917 NE 28th St m.gruher@comcast.net
Street Address **E-mail Address**
Camas WA 98607
City **State** **ZIP Code**

Property Information

Property Address: See attached Goodwin/28th Street Annexation
Street Address **County Assessor # / Parcel #**
City **State** **ZIP Code**
Zoning District **Site Size**

Description

Brief description:

60% Notice of Intent Approval

Are you requesting a consolidated review per CMC 18.55.020(3)?

YES
☐

NO
☐

Permits Requested: ☐ Type I ☐ Type II ☐ Type III ☐ Type IV, BOA, Other

Property Owner or Contract Purchaser

Owner's Name: See attached signature pages **Phone:** ()
Last **First**
Street Address **Apartment/Unit #**
E mail Address: **City** **State** **Zip**

Signature

I authorize the applicant to make this application. Further, I grant permission for city staff to conduct site inspections of the property.

Signature:

Monica Gruher

Date: 11/7/2023

Note: If multiple property owners are party to the application, an additional application form must be signed by each owner. If it is impractical to obtain a property owner signature, then a letter of authorization from the owner is required.

Date Submitted: 11/7/23

Pre-Application Date:

11/7/23 \$4,013.00
Receipt #788019
by KR

Staff: Robert Maul

Related Cases # ANNEX23-04

☐ **Electronic
Copy
Submitted**

Validation of Fees

Revised: 01/22/2019

Application Checklist and Fees (updated on January 1, 2023)

ANNEX23-05

♦ Annexation	\$944 - 10% petition; \$4,013 - 60% petition	001-00-345-890-00	\$ 4013. ⁰⁰	
♦ Appeal Fee		001-00-345-810-00	\$436.00	\$
♦ Archaeological Review		001-00-345-810-00	\$150.00	\$
♦ Binding Site Plan	\$2,055 + \$24 per unit	001-00-345-810-00	\$	
♦ Boundary Line Adjustment		001-00-345-810-00	\$	
♦ Comprehensive Plan Amendment		001-00-345-810-00	\$	
♦ Conditional Use Permit				
Residential	\$3,738 + \$105 per unit	001-00-345-810-00	\$	
Non-Residential		001-00-345-810-00	\$4,734.00	\$
♦ Continuance of Public Hearing		001-00-345-810-00	\$573.00	\$
♦ Critical or Sensitive Areas (fee per type)		001-00-345-810-00	\$848.00	\$
<i>(landmarks, steep slopes or potentially unstable soils, streams and watercourses, vegetation, wetlands, wildlife habitat)</i>				
♦ Design Review				
Minor		001-00-345-810-00	\$474.00	\$
Committee		001-00-345-810-00	\$2,598.00	\$
♦ Development Agreement	\$959 first hearing, \$590 ea. add'l hearing/continuance	001-00-345-810-00	\$	
♦ Director's Interpretation			\$350.00	\$
♦ Engineering Department Review - Fees Collected at Time of Engineering Plan Approval				
Construction Plan Review & Inspection	(3% of approved estimated construction costs)			
Reconfiguration or Approval Construction Plan Review	(Per discussion in information only)		\$450.00	
Single Family Residential (SFR) - Community Plan Review	(Per discussion in information only)		\$2,700.00	
Gates/Barrier on Private Street Plan Review	(Fee shown for information only)		\$1,139.00	
♦ Fire Department Review				
Short Plat or other Development Construction Plan Review & Insp.		115-09-345-830-10	\$308.00	\$
Subdivision or PRD Construction Plan Review & Inspection		115-09-345-830-10	\$384.00	\$
Commercial Construction Plan Review & Inspection		115-09-345-830-10	\$460.00	\$
♦ Franchise Agreement Administrative Fee			\$5,696.00	\$
♦ Home Occupation				
Minor - Notification (No fee)			\$0.00	
Major		001-00-321-900-00	\$75.00	\$
♦ LI/BP Development	\$4,734 + \$41.00 per 1000 sf of GFA	001-00-345-810-00	\$	
♦ Minor Modifications to approved development		001-00-345-810-00	\$378.00	\$
♦ Planned Residential Development	\$38 per unit + subdivision fee	001-00-345-810-00	\$	
♦ Plat, Preliminary				
Short Plat	Short plat fee: \$7,500 per lot	001-00-345-810-00	\$	
Subdivision	Subdivision fee: \$7,500 per lot + \$250 per lot	001-00-345-810-00	\$	
♦ Plat, Final:				
Short Plat		001-00-345-810-00	\$219.00	\$
Subdivision		001-00-345-810-00	\$2,598.00	\$
♦ Plat Modification/Alteration		001-00-345-810-00	\$1,308.00	\$
♦ Pre-Application (Type III or IV Permits)				
No fee for Type I or II				
General		001-00-345-810-00	\$996.00	\$
Subdivision (Type III or IV)		001-00-345-810-00	\$996.00	\$
♦ SEPA		001-00-345-890-00	\$886.00	\$
♦ Shoreline Permit		001-00-345-890-00	\$1,308.00	\$
♦ Sign Permit				
General Sign Permit	(Exempt if building permit is required)	001.00.322.400.00	\$45.00	\$
Master Sign Permit		001.00.322.400.00	\$138.00	\$
♦ Site Plan Review				
Residential	\$1,255 + \$34 per unit	001-00-345-810-00	\$	
Non-Residential	\$3,146 + \$68 per 1000 sf of GFA	001-00-345-810-00	\$	
Mixed Residential/Non Residential	(see below)	001-00-345-810-00	\$	
	\$4,435 + \$34 per res unit + \$68 per 1000 sf of GFA			
♦ Temporary Use Permit		001-00-321-990-00	\$88.00	\$
♦ Variance (Minor)		001-00-345-810-00	\$760.00	\$
♦ Variance (Major)		001-00-345-810-00	\$1,417.00	\$
♦ Zone Change (single tract)		001-00-345-810-00	\$2,638.00	\$

Fees reviewed & approved by Planner:

11/7/23

Initial

Date

Total Fees Due:

\$ 4013.⁰⁰

City of Camas
616 NE 4th Avenue
Camas, WA 98607
360-834-2462

Finance Office Hours:
Monday-Friday 9:00 - 5:00 p.m.

Date/Time 11/07/2023 11:04 AM
Receipt No. 00788019
Receipt Date 11/07/2023
CR plan 4,013.00
annex
annexation 4,013.00

Cash: 0.00
Other: 4,013.00
Check: 4,013.00

Total: 4,013.00
Change: 0.00

Check No: #3541 FOR 28TH/GOODWIN

MONICA GRUHER
Customer #: 000000
21917 NE 28TH ST

CAMAS WA 98607-
Cashier: krussell
Station: IS02594

November 7, 2023

Robert Maul
City of Camas Planning Office
616 NE 4th Ave
Camas, WA 98607

Dear Mr. Maul,

Pursuant to our initial council approval to proceed with our annexation petition process, attached is our second Intent for Annexation (60% Petition minimum) and the \$4013 fee, submitted by residents representing eight contiguous properties that are adjacent to the Camas city limits.

The properties included in this request constitute 85.6% of the total valuation, well over the 60% minimum. The remaining 14% abstained but have not objected. Also included are original property owner signatures and the professionally prepared legal description as required.

As you can see from the area map, our properties have been inadvertently "islanded" by prior annexations, creating confusion for emergency services, postal services, and others.

The recent Green Mountain development across the street has already brought city services to the area. This development, along with an adjacent group of properties to our east that have already been annexed into the city, supports the similar annexation of our connecting properties. This will create a contiguous area, eliminating confusion, and providing for more efficient city planning.

In addition to these benefits, there has been a financial impact on these residents in that property taxes for this area have been adjusted significantly upward because of the Urban Holding designation, without the benefits of annexation. These properties have been under the UH designation by the County for many years. This has resulted in a financial hardship for many residents, several of whom have lived on their properties between 15 and 60 years.

We respectfully submit this application for your

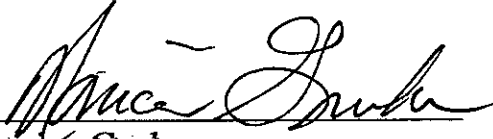
consideration and thank you and the Council for considering our request.

Item 23.

Sincerely,

On behalf of the Goodwin/28th Street Annexation

By:

A handwritten signature in cursive script, appearing to read "Monica Gruher", written over a horizontal line.

Monica Gruher

21917 NE 28th St.

Camas, WA 98607



60% PETITION FOR ANNEXATION
INTO THE CITY OF CAMAS

We the undersigned hereby petition the City of Camas to have our property as described below annexed to the City of Camas. We certify that we are the legal owners of such property and are aware that our signatures will be combined with the required signatures to represent at least sixty percent (60%) or more of the total value of all property within the area we are asking to be annexed.

A legal description will be required for the entire annexation area at time of formal petition submittal.

The City Council requires assumption of existing city indebtedness by the area to be annexed

Yes ☒ No ☐

The City Council requires the simultaneous adoption of a proposed comprehensive plan designation for the area to be annexed

Yes ☒ No ☐

WARNING: Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
173173000	<i>James Coburn</i> JAMES COBURN	21715 NE 28 th St, Camas WA 98607	10/2/23	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
173170000	<i>James Coburn</i> JAMES COBURN	21715 NE 28 th St, Camas WA 98607	10/2/23	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>



60% PETITION FOR ANNEXATION
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The City Council requires assumption of existing city indebtedness by the area to be annexed

Yes _____ No _____

The City Council requires the simultaneous adoption of a proposed comprehensive plan designation for the area to be annexed

Yes _____ No _____

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PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
173206000	<i>Barbara J. Sheldon</i> Barbara J. Sheldon	21731 NE 28 th St, Camas WA 98607	10/2/23	✓	✓
	<i>Brian Mullins</i> Brian Mullins		10/2/23	✓	✓



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Yes _____ No _____

****The City Council requires the simultaneous adoption of a proposed comprehensive plan designation for the area to be annexed****

Yes _____ No _____

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PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
173186000	<i>Monica Gruher</i>	21917 NE 28 th St, Camas WA 98607	10/14/2023	✓	✓
	Monica Gruher				
	<i>Jim Gruher</i>				
	Jim Gruher		10/14/2023	✓	✓



60% PETITION FOR ANNEXATION INTO THE CITY OF CAMAS

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Yes _____ No _____

****The City Council requires the simultaneous adoption of a proposed comprehensive plan designation for the area to be annexed****

Yes _____ No _____

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PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
173171000	STEPHANIE CHADWICK <i>[Signature]</i>	2619 NE GOODWIN RD CAMAS WA 98607	10-13-2023	X	X
173171000	SCOTT CHADWICK <i>[Signature]</i>	2619 NE GOODWIN RD CAMAS WA 98607	10-13-2023	X	X



60% PETITION FOR ANNEXATION INTO THE CITY OF CAMAS

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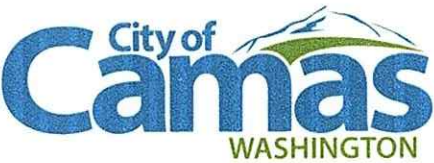
Yes _____ No _____

****The City Council requires the simultaneous adoption of a proposed comprehensive plan designation for the area to be annexed****

Yes _____ No _____

WARNING: Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
172546000	<i>Thad Von Freese</i> THAD VON FREESE	2521 NE Goodwin Rd. Camas, WA 98607	10/9/23	✓	✓
172546000	<i>Sally Kay Freese</i> Sally Kay Freese	2521 NE Goodwin Rd Camas, WA 98607	10/9/23	✓	✓



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INTO THE CITY OF CAMAS

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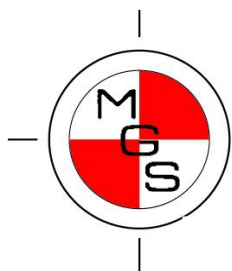
Yes ☒ No ☐

****The City Council requires the simultaneous adoption of a proposed comprehensive plan designation for the area to be annexed****

Yes ☒ No ☐

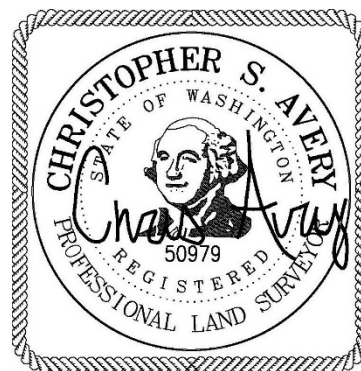
WARNING: Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

PARCEL #	SIGN & PRINT NAME	ADDRESS	DATE SIGNED	OWNER	VOTER
173192000	 Marwan Bahy	2625 NE Goodwin Rd, Camas, WA 98607	10-13-2023	X	X



MINISTER-GLAESER SURVEYING INC.

Vancouver Office – 2200 E. Evergreen Blvd., Vancouver, Washington 98661
(360) 694-3313 (360) 694-8410 FAX
Pasco Office – 6303 Burden Blvd. Suite E, Pasco, Washington 99301
(509) 544-7802 (509) 544-7862 FAX



Signed: 11/06/23

EXHIBIT "A"

GOODWIN 28TH ST ANNEXATION AREA DESCRIPTION:

An area of land located in a portion of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 21, Township 2 North, Range 3 East of the Willamette Meridian, and in a portion of the Thomas J. Fletcher Donation Land Claim, in Clark County, Washington, more particularly described as follows;

COMMENCING at the Center of said Section 21, according to Survey Book 69, Page 129, records of Clark County Surveyor (ROS 69-129);

Thence North $88^{\circ}42'39''$ West, along the North line of the Southwest quarter of said Section 21, for a distance of 492.64 feet, to the Northeast corner of the West half of the West half of the East half of the Northeast quarter of said Southwest quarter;

Thence South $01^{\circ}24'59''$ West, along the East line thereof, for a distance of 30.00 feet to the South right-of-way line of NE 28th Street and the **TRUE POINT OF BEGINNING**;

Thence South $01^{\circ}24'59''$ West, continuing along said East line, for a distance of 1289.34 feet, to the Southeast corner of said West half;

Thence North $88^{\circ}36'41''$ West, along the South line of the North half of said Southwest quarter of Section 21, for a distance of 1298.70 feet, to a point on the East line of the Thomas J. Fletcher Donation Land Claim (DLC);

Thence North $01^{\circ}13'48''$ East, along the East line of said DLC, for a distance of 272.07 feet;

Thence North $65^{\circ}33'34''$ West, along the West line of the Thad & Sally Freese tract according to Deed in Auditors File Number 5821320 and ROS 69-129, for a distance of 180.00 feet, to an angle point;

Thence North $32^{\circ}24'28''$ West, along the West line of said Freese Tract, for a distance of 385.14 feet, to the South right-of-way line of NE Godwin Road, according to Clark County Road Bin Project 365-A Sheet 3;

Thence the following courses and distances along the South right-of-way line of said NE Godwin Road which transitions to said NE 28th Street;

Thence North $43^{\circ}44'21''$ East, for a distance of 261.33 feet;

Thence along the arc of a tangent 925.00 foot radius curve to the right, the long chord of which bears North $56^{\circ}44'51''$ East, with a chord distance of 416.42 feet through a central angle of $26^{\circ}01'00''$, for an arc distance of 420.02 feet;

Thence North $69^{\circ}45'21''$ East, for a distance of 355.00 feet;

Thence along the arc of a tangent 925.00 foot radius curve to the right, the long chord of which bears North $80^{\circ}31'21''$ East, with a chord distance of 345.60 feet through a central angle of $21^{\circ}32'00''$, for an arc distance of 347.64 feet;

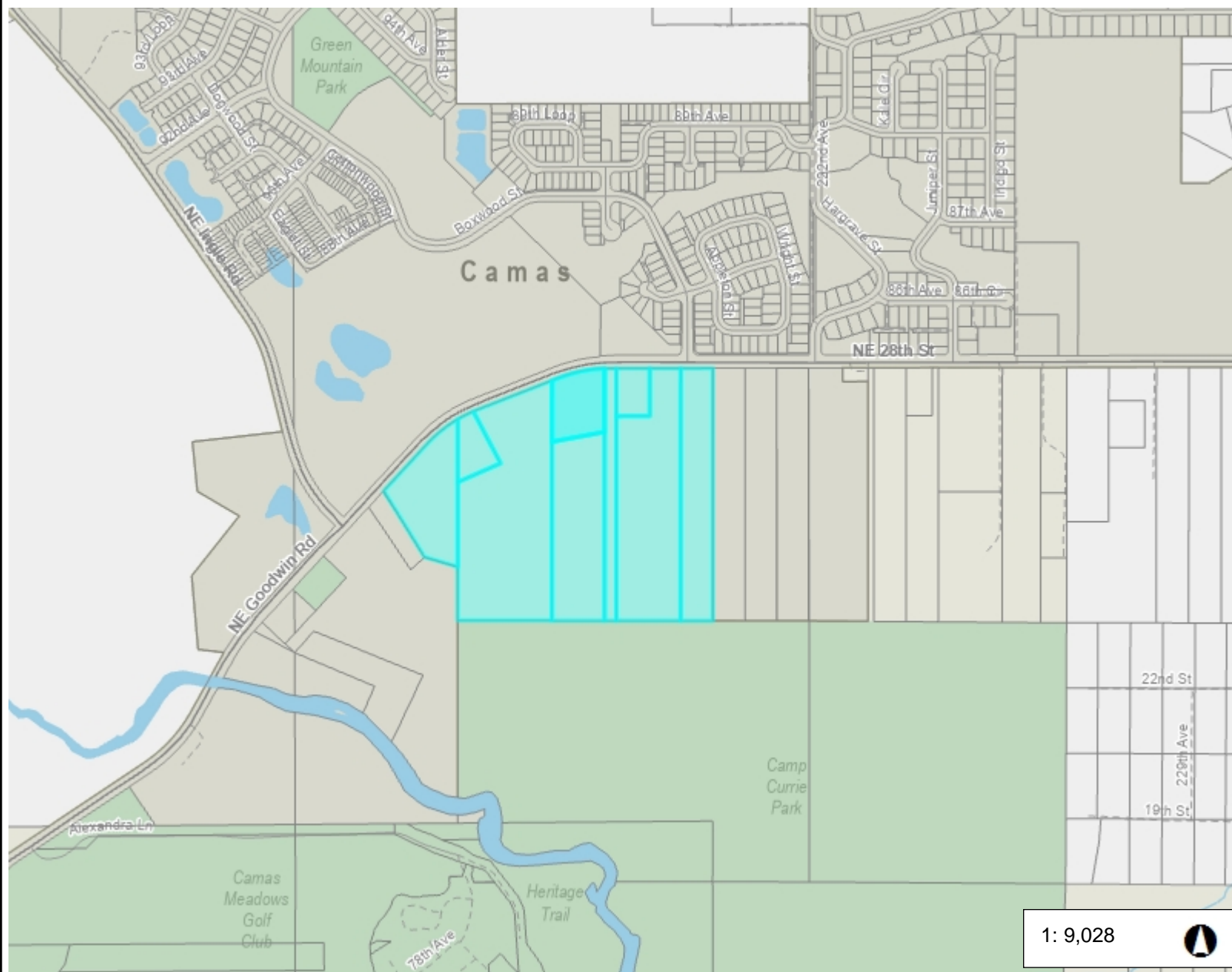
Thence South $88^{\circ}42'39''$ East, for a distance of 491.90 feet to the **TRUE POINT OF BEGINNING.**

CONTAINING: 40.43 acres of land.

BASIS OF BEARINGS: Survey Book 69, Page 129, records of Clark County Surveyor. Right-of-way determined from modeling Road Bin Project 365-A Sheet 3, and rotating the centerline of the road at the Center of Section 21, onto the North line of the Southwest quarter of Section 21 according to said ROS 69-129.



28th / goodwin annexation



1,504.7 0 752.33 1,504.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.

Item 23.



Legend

☐ Taxlots

Notes:

1: 9,028

