



## City Council Regular Meeting Agenda Monday, December 20, 2021, 4:30 PM REMOTE MEETING PARTICIPATION

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

### **To Participate Remotely:**

#### **OPTION 1 – Video & Audio (*able to public comment*)**

Use Zoom app and meeting ID–951 7141 0273; or click <https://zoom.us/j/95171410273>

#### **OPTION 2 – Audio-only (*able to public comment*)**

By phone: 877-853-5257

#### **OPTION 3 – Observe video & audio (*no public comment*)**

Go to [www.cityofcamas.us/meetings](http://www.cityofcamas.us/meetings) and click "Watch Livestream" (left on page)

### **For Public Comment:**

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

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## **SPECIAL MEETING**

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **ROLL CALL**

### **PUBLIC COMMENTS**

### **CONSENT AGENDA**

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

1. [December 6, 2021 City Council Regular and Workshop Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [NE 15th Avenue Improvements, Clark and Sons Excavating, Inc. Final Acceptance \(Submitted by James Carothers\)](#)
4. [Mark Marine Lease Agreement \(Submitted by Sam Adams, Utilities Manager\)](#)
5. [\\$287,200 Gray & Osborne, Inc. Forest Home Booster Station Improvements Professional Services Agreement Amendment 2 \(Submitted by James Carothers, Engineering Manager\)](#)

*These materials are archived electronically by the City of Camas. DESTROY AFTER USE.*

6. [Guardian Security AES Alarm Monitoring Services \(Submitted by Steve Wall, Public Works Director\)](#)
7. [\\$27,500 Guardian Security, Hardware Installation to Support Alarm Monitoring Services \(Submitted by Steve Wall, Public Works Director\)](#)

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

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

#### **MAYOR**

10. Mayor Announcements
11. [Mayor's Citizen Appointments](#)
12. Honoring Council Member Smith's 17 Years of Service

#### **MEETING ITEMS**

13. [Oath of Office – Council Members Marilyn Boerke, Tim Hein, and Leslie Lewallen](#)  
Presenter: Shawn MacPherson, City Attorney  
Time Estimate: 10 minutes
14. [Resolution 21-016 Revised Position Description for the Public Works Department](#)  
Presenter: Jennifer Gorsuch, Administrative Services Director  
Time Estimate: 5 minutes
15. [Non-Represented Employee Vacation/PTO Carryover and Cashout](#)  
Presenter: Jennifer Gorsuch, Administrative Services Director  
Time Estimate: 5 minutes

#### **PUBLIC COMMENTS**

#### **ADJOURNMENT**



**City Council Regular Meeting Minutes - Draft**  
**Monday, December 06, 2021, 7:00 PM**  
**REMOTE MEETING PARTICIPATION**

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

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Present: Council Members Greg Anderson, Bonnie Carter, Don Chaney, Tim Hein, Leslie Lewallen and Shannon Roberts

Excused: Council Member Melissa Smith

Staff: Peggy Foxworthy, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Shawn MacPherson, Robert Maul, Bryan Rachal, Heather Rowley, Ron Schumacher, Jeff Swanson, Nick Swinhart, Connie Urquhart and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record

**PUBLIC COMMENTS**

Randal Friedman, Camas, congratulated the newly elected City leaders and commented about the Georgia-Pacific Mill clean up, Downtown Camas, and the next Camas-Washougal Rotary's Ducky Derby event.

Dan Durringer, Camas, commented about Form of Government.

**CONSENT AGENDA**

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

1. November 15, 2021 City Council Regular and Workshop Meeting Minutes; November 18, 2021 and November 29, 2021 City Council Special Meeting Minutes
2. \$1,304,290.91 Automated Clearing House and Claim Checks Numbered 149284 to 149409 including Camas Assistance Program (CAP) check run issued on November 30, 2021 and October Excise Tax;  
 \$2,414,975.96 Automated Clearing House, Direct Deposit and Payroll Checks Numbered 7924 to 7928 and Payroll Accounts Payable Checks Numbered 149272 through 149281 and 149283

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

## NON-AGENDA ITEMS

### 3. Staff

Maul commented about the Planning Commission's future agenda and the Northshore Subarea Plan Committee.

Urquhart commented about the Camas Library roof, the Friends and Foundation of the Camas Library used book sale and online Merch Store, the gingerbread contest and the holiday letter writing event.

Lam commented about Hometown Holidays and the December Parks and Recreation Commission meeting.

Rachal commented about the Lodging Tax Advisory Committee vacancy.

Wall provided updates about the Ostenson Canyon Road project and the Community Development Block Grant (CDBG) for NE 2<sup>nd</sup> Avenue improvements.

Swanson announced the December 20, 2021 Workshop has been cancelled and the December 20, 2021 Regular meeting will begin at 4:30 p.m.

Swanson commented about non-represented paid time off overages. Discussion ensued. This topic will be on the December 20, 2021 Regular Agenda for Council's consideration.

### 4. Council

Anderson welcomed the new City Council Members.

## MAYOR

### 5. Mayor Announcements

Mayor attended the Columbia River Economic Development Council (CREDC) meeting, a Vancouver Housing Authority meeting, the Clark County mayor's dinner, the City's bond sale, the Hometown Holidays event, and will attend the Wreaths Across America event at the Camas Cemetery.

### 6. Mayor's Citizen Appointments

**It was moved by Carter, and seconded, to confirm the Mayor's Citizen Appointments to City Boards and Commissions as presented. The motion carried unanimously.**

### 7. Mayor Pro Tem Appointment

**It was moved by Anderson, and seconded, to appoint Council Member Chaney as the Mayor Pro Tem for the remainder of 2021 and 2022. The motion carried unanimously.**

## MEETING ITEMS

8. Ordinance No. 21-017 Related to the Discharge and Sale of Fireworks  
Presenter: Nick Swinhart, Fire Chief and Ron Schumacher, Fire Marshal

**It was moved by Chaney, and seconded, that Ordinance No. 21-017 be read by title only. The motion carried unanimously.**

**It was moved by Chaney, and seconded, that Ordinance No. 21-017 be adopted and published according to law. The motion carried by the following vote:**

**Anderson – Aye  
Carter – Aye  
Chaney – Aye  
Hein – Aye  
Lewallen - Aye  
Roberts – Aye**

9. Resolution 21-015 Adopting 2022 Non-Represented Employee Salary Scales  
Presenter: Jennifer Gorsuch, Administrative Services Director

**It was moved by Carter, and seconded, that Resolution No. 21-015 be read by title only. The motion carried unanimously.**

**It was moved by Carter, and seconded, that Resolution No. 21-015 be adopted. The motion carried unanimously.**

#### **PUBLIC COMMENTS**

No one from the public wished to speak.

#### **ADJOURNMENT**

The meeting adjourned at 7:56 p.m.



**City Council Workshop Minutes - Draft  
Monday, December 06, 2021, 4:30 PM  
REMOTE MEETING PARTICIPATION**

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

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**CALL TO ORDER**

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

**ROLL CALL**

Present: Council Members Greg Anderson, Bonnie Carter, Don Chaney, Tim Hein, Leslie Lewallen and Shannon Roberts

Excused: Council Member Melissa Smith

Staff: Sam Adams, James Carothers, Peggy Foxworthy, Jennifer Gorsuch, Jim Hodges, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Robert Maul, Bryan Rachal, Heather Rowley, Jeff Swanson, Nick Swinhart, Connie Urquhart and Steve Wall

Press: No one from the press was present

**PUBLIC COMMENTS**

No one from the public wished to speak.

**WORKSHOP TOPICS**

1. Regional Transportation Council (RTC) Presentation  
Presenter: Paul Greenlee, Washougal Council Member

Greenlee reviewed the RTC presentation.

2. Downtown Camas Association (DCA) Update  
Presenter: Sarah Laughlin, DCA Board President and Carrie Schulstad, DCA Executive Director

Laughlin and Schulstad reviewed the DCA presentation.

3. Forest Home Booster Station Professional Services Agreement Amendment 2  
Presenter: James Carothers, Engineering Manager

This item will be placed on the December 20, 2021 Consent Agenda for Council's consideration.

4. Mark Marine Lease Agreement  
Presenter: Sam Adams, Utilities Manager

This item will be placed on the December 20, 2021 Consent Agenda for Council's consideration.

5. Infrastructure Alarm Monitoring Services  
Presenter: Steve Wall, Public Works Director

Wall reviewed the proposed agreement. Discussion ensued. This item will be placed on the December 20, 2021 Consent Agenda for Council's consideration.

6. Revised Position Description for the Public Works Department  
Presenter: Jennifer Gorsuch, Administrative Services Director and Steve Wall, Public Works Director

This resolution will be placed on the December 20, 2021 Regular Meeting Agenda for Council's consideration.

7. Camas-Washougal Fire Department (CWFD) Strategic Plan Review  
Presenter: Nick Swinhart, Fire Chief

Swinhart provided an overview of the CWFD Strategic Plan. Discussion ensued.

## **COUNCIL COMMENTS AND REPORTS**

Anderson will attend a C-TRAN board meeting and inquired about the City Council Annual Planning Conference.

Roberts, Carter and Lewallen attended the Camas and Washougal City Council's Joint Special meeting and the Camas City Council Special meeting.

Roberts attended the Planning Commission meeting, the Camas-Washougal Chamber of Commerce luncheon, the City's bond sale, met with the new Council Members and will attend the Wreaths Across America event at the Camas Cemetery. Roberts requested a future agenda item about buying American and commented about Pearl Harbor Day.

Carter, Chaney and Mayor attended the City's Hometown Holidays event.

Carter attended a Library Board of Trustees meeting.

Chaney welcomed Lewallen and Hein to Council and Hogan as Mayor, commented about the City Council Annual Planning Conference and the proposed agenda topic buying American.

Chaney and Hein attended the Camas School District (CSD) superintendent interview panel.

Lewallen and Hein commented about meeting with fellow Council Members and City staff.

Hein attended the Northshore Subarea Plan Committee meeting.

Mayor commented about the Mayor Pro Tem vacancy, public comment format, emergency disaster planning, legislative priorities, and the Council appointments for 2022.

## **PUBLIC COMMENTS**

No one from the public wished to speak.

**ADJOURNMENT**

The meeting adjourned at 6:30 p.m.



<b>CITY OF CAMAS</b> <b>Project No. T1033</b> <b>NE 15th Avenue Improvements</b>			<b>Pay Estimate Number: 3 FINAL</b> Pay Period: 9/1/2021 Through 10/31/2021  ORIGINAL CONTRACT AMOUNT: \$499,326.53				Clark and Sons Excavating, Inc. 7601 NE 289th Street Battle Ground, WA 98604 360-480-8318				
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ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
<b>Schedule A - Street</b>											
1	Mobilization	LS	1.00	\$31,550.00	\$31,550.00	1.00	\$31,550.00		\$0.00	1.00	\$31,550.00
2	Project Temporary Traffic Control	LS	1.00	\$3,585.00	\$3,585.00	1.00	\$3,585.00		\$0.00	1.00	\$3,585.00
3	Minor Changes (minimum bid \$5,000)	LS	1.00	\$5,000.00	\$5,000.00	0.00	\$0.00		\$0.00	0.00	\$0.00
3A	Minor Change-Street Trees at 1431 NE Dallas	FA	0.00	\$909.34	\$0.00	1.00	\$909.34		\$0.00	1.00	\$909.34
3B	Minor Change- Raised Pavement Markers	FA	0.00	\$332.64	\$0.00	1.00	\$332.64		\$0.00	1.00	\$332.64
3C	Minor Change- HMA Patch	FA	0.00	\$1,145.56	\$0.00	1.00	\$1,145.56		\$0.00	1.00	\$1,145.56
4	Construction Documentation (minimum bid \$25,000)	LS	1.00	\$25,000.00	\$25,000.00	0.00	\$0.00	1.00	\$25,000.00	1.00	\$25,000.00
5	Clearing and Grubbing	LS	1.00	\$4,367.00	\$4,367.00	1.00	\$4,367.00		\$0.00	1.00	\$4,367.00
6	Erosion Control and Water Pollution Control	LS	1.00	\$2,696.00	\$2,696.00	1.00	\$2,696.00		\$0.00	1.00	\$2,696.00
7	Removal of Structure and Obstruction	LS	1.00	\$12,750.00	\$12,750.00	1.00	\$12,750.00		\$0.00	1.00	\$12,750.00
8	Removal of Additional Cement Concrete Sidewalk	SY	20.00	\$20.00	\$400.00	10.00	\$200.00	8.00	\$160.00	18.00	\$360.00
9	Removal of Additional Cement Concrete Curb	LF	40.00	\$20.00	\$800.00	14.00	\$280.00		\$0.00	14.00	\$280.00
10	Roadway Excavation, Incl. Haul	CY	710.00	\$34.00	\$24,140.00	710.00	\$24,140.00		\$0.00	710.00	\$24,140.00
11	In-Place Cement Amended Subgrade (CAS)	SY	4,270.00	\$8.00	\$34,160.00	4,270.00	\$34,160.00		\$0.00	4270.00	\$34,160.00
12	Cement for CAS (8% @ 10 inch Depth)	TON	150.00	\$172.00	\$25,800.00	123.30	\$21,207.60		\$0.00	123.30	\$21,207.60
13	Removal and Replacement of Unsuitable Material (Road Base)	CY	50.00	\$65.00	\$3,250.00	10.00	\$650.00		\$0.00	10.00	\$650.00
14	HMA Class 1/2" PG 64-22 (4 inch Depth)	TON	996.00	\$99.00	\$98,604.00	978.00	\$96,822.00		\$0.00	978.00	\$96,822.00
15	Adjust Manhole Lid to Grade	EA	2.00	\$617.00	\$1,234.00	2.00	\$1,234.00		\$0.00	2.00	\$1,234.00
16	Roadside Restoration	LS	1.00	\$2,354.00	\$2,354.00	1.00	\$2,354.00		\$0.00	1.00	\$2,354.00
17	Cement Concrete Traffic Curb	LF	317.00	\$53.00	\$16,801.00	314.00	\$16,642.00		\$0.00	314.00	\$16,642.00
18	Cement Concrete Pedestrian Curb	LF	223.00	\$47.50	\$10,592.50	204.00	\$9,690.00	82.00	\$3,895.00	286.00	\$13,585.00
19	Cement Concrete Rolled Curb	LF	122.00	\$47.50	\$5,795.00	117.00	\$5,557.50		\$0.00	117.00	\$5,557.50
20	Cement Concrete Island Infill (6 inch Depth)	SY	12.00	\$332.00	\$3,984.00	12.00	\$3,984.00		\$0.00	12.00	\$3,984.00
21	Cement Concrete Sidewalk	SY	183.00	\$117.00	\$21,411.00	180.00	\$21,060.00	19.00	\$2,223.00	199.00	\$23,283.00
22	Cement Concrete Curb Ramp	SY	87.00	\$117.00	\$10,179.00	79.00	\$9,243.00	1.00	\$117.00	80.00	\$9,360.00
23	Ramp Detectable Warning	SF	194.00	\$16.00	\$3,104.00	194.00	\$3,104.00		\$0.00	194.00	\$3,104.00
24	Permanent Signing	LS	1.00	\$4,000.00	\$4,000.00	0.80	\$3,200.00		\$0.00	0.80	\$3,200.00
25	Plastic Line	LF	696.00	\$4.50	\$3,132.00	788.00	\$3,546.00		\$0.00	788.00	\$3,546.00
26	Plastic Crosshatch Marking	LF	120.00	\$8.00	\$960.00	109.00	\$872.00		\$0.00	109.00	\$872.00
27	Plastic Crosswalk Line	SF	496.00	\$10.00	\$4,960.00	744.00	\$7,440.00		\$0.00	744.00	\$7,440.00
28	Plastic Stop Line	LF	114.00	\$10.00	\$1,140.00	113.00	\$1,130.00		\$0.00	113.00	\$1,130.00
<b>SUBTOTAL:</b>					<b>\$361,748.50</b>		<b>\$323,851.64</b>		<b>\$31,395.00</b>		<b>\$355,246.64</b>
Sales Tax (0%):					\$0.00		\$0.00		\$0.00		\$0.00
Total:					\$361,748.50		\$323,851.64		\$31,395.00		\$355,246.64

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
<b>ScheduleB - Water/Sewer</b>											
29	Project Temporary Traffic Control	LS	1.00	\$2,571.00	\$2,571.00	1.00	\$2,571.00		\$0.00	1.00	\$2,571.00
30	Plugging Existing Pipe (2")	EA	2.00	\$475.00	\$950.00	1.00	\$475.00		\$0.00	1.00	\$475.00
31	Trench Safety System (Min. \$1.00/LF)	LF	1020.00	\$1.00	\$1,020.00	1,020.00	\$1,020.00		\$0.00	1020.00	\$1,020.00
32	Removal and Replacement of Unsuitable Material	CY	50.00	\$65.00	\$3,250.00		\$0.00		\$0.00	0.00	\$0.00
33	Minor Changes (minimum bid \$5,000)	LS	1.00	\$5,000.00	\$5,000.00		\$0.00		\$0.00	0.00	\$0.00
33A	Minor Change- 1433 NE Birch Water Service Emergency Repair	FA	0.00	\$976.17	\$0.00	1.00	\$976.17		\$0.00	1.00	\$976.17
34	Solid Rock Excavation	CY	10.00	\$1,000.00	\$10,000.00	2.50	\$2,500.00		\$0.00	2.50	\$2,500.00
35	Ductile Iron Pipe for Water Main, 6 in. Diam.	LF	20.00	\$69.50	\$1,390.00	20.00	\$1,390.00		\$0.00	20.00	\$1,390.00
36	Ductile Iron Pipe for Water Main, 8 in. Diam.	LF	1020.00	\$63.50	\$64,770.00	1,020.00	\$64,770.00		\$0.00	1020.00	\$64,770.00
37	Testing and Flushing Water System	LS	1.00	\$3,526.00	\$3,526.00	1.00	\$3,526.00		\$0.00	1.00	\$3,526.00
38	Gate Valve, 8 Inch	EA	3.00	\$1,510.00	\$4,530.00	3.00	\$4,530.00		\$0.00	3.00	\$4,530.00
39	Ductile Iron Fitting, 6 Inch	EA	2.00	\$459.00	\$918.00	2.00	\$918.00		\$0.00	2.00	\$918.00
40	Ductile Iron Fitting, 8 Inch	EA	2.00	\$390.00	\$780.00	3.00	\$1,170.00		\$0.00	3.00	\$1,170.00
41	Hydrant Assembly	EA	1.00	\$5,342.00	\$5,342.00	1.00	\$5,342.00		\$0.00	1.00	\$5,342.00
42	Service Connection, 1 In. Diam.	EA	10.00	\$2,167.00	\$21,670.00	11.00	\$23,837.00		\$0.00	11.00	\$23,837.00
43	Cement Conc. Traffic Curb (Repair)	LF	20.00	\$60.00	\$1,200.00		\$0.00		\$0.00	0.00	\$0.00
<b>SUBTOTAL:</b>					<b>\$126,917.00</b>		<b>\$113,025.17</b>		<b>\$0.00</b>		<b>\$113,025.17</b>
Sales Tax (8.4%):					\$10,661.03		\$9,494.11		\$0.00		\$9,494.11
Total:					\$137,578.03		\$122,519.28		\$0.00		\$122,519.28

CITY OF CAMAS Project No. T1033 NE 15th Avenue Improvements			Pay Estimate Number: 3 FINAL Pay Period: 9/1/2021 Through 10/31/2021			Clark and Sons Excavating, Inc. 7601 NE 289th Street Battle Ground, WA 98604 360-480-8318					
ORIGINAL CONTRACT AMOUNT: \$499,326.53											
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE

ORIGINAL CONTRACT SUBTOTAL	\$488,865.50	CONTRACT TOTAL	\$488,865.50	TOTAL PREVIOUS	\$438,876.81	TOTAL THIS EST.	\$31,395.00	TOTAL TO DATE	\$468,271.81
ADDITIONS / DELETIONS	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
SUBTOTAL	\$488,865.50		\$488,865.50		\$436,876.81		\$31,395.00		\$468,271.81
SALES TAX (8.4%)	\$10,661.03		\$10,661.03		\$9,494.11		\$0.00		\$9,494.11
TOTAL CONTRACT	\$499,326.53		\$499,326.53		\$446,370.92		\$31,395.00		\$477,765.92
LESS 5% RETAINAGE					(\$21,843.64)		(\$1,569.75)		(\$23,413.59)
<b>TOTAL LESS RETAIN</b>					<b>\$424,527.08</b>		<b>\$29,825.25</b>		<b>\$454,352.33</b>

STREET/Pavement Preservation Account Number: 112-76-595-300-65    STREET THIS PAY EST: \$29,825.25    Retainage \$ (1,569.75)  
 ADA Account Number: 300-00-594-760-63    ADA THIS PAY EST:  
 Water RR Account Number: 424-40-594-344-65    WATER THIS PAY EST: \$0.00    Retainage \$  
 TOTAL DUE: \$29,825.25

F.I. Justin Manuel 11-30-21  
 Project Engineer Date

J.M. Loe 11/29/21  
 Contractor Date

James Hodges 11/30/2021  
 Project Manager Date

## LEASE

THIS LEASE made and entered into this day by and between the CITY OF CAMAS, a municipal corporation organized and existing under the laws of the state of Washington, hereinafter called "Lessor", and, CRAIG MARK and DEBEE MARK, husband and wife, hereinafter called "Lessee".

WITNESSETH:

Section 1. PREMISES LEASED: For and in consideration of the payment unto it by the Lessee of the rentals hereinafter specified, and performance by the Lessee of the covenants and obligations hereinafter provided to be kept and performed by Lessee, the Lessor does hereby lease, demise and let unto the Lessee all of that certain real property more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein, including all appurtenances thereto (the "premises").

Section 2. TERM: The Initial Term of this lease shall be for a period of five (5) years, commencing January 1, 2022, and expiring December 31, 2026, unless sooner terminated as provided by this lease. The Agreement will be automatically extended for one (1) successive five (5) year renewal term, unless: (i) Lessee provides Lessor written notice of termination at least ninety (90) days prior to the expiration of the Initial Term, or (ii) Lessor provides Lessee notice of its intent not to renew at least one-hundred eighty (180) days prior to the expiration of Initial Term.

Section 3. RENT: Lessee shall pay to Lessor, without any setoff or deduction except as specifically set forth herein, in addition to all assessments and other charges required to be paid

hereunder by Lessee, rent for the premises as follows:

A. **Year One**: For the period commencing January 1, 2022, and ending December 31, 2022, Lessee shall pay to the Lessor, in advance, the sum of \$ 1,700 per month.

B. **Year Two**: Commencing on January 1, 2023, and ending December 31, 2023, Lessee shall pay to the Lessor, in advance, the sum of \$ 1,742.50 per month.

C. **Year Three**: Commencing on January 1, 2024, and ending December 31, 2024, Lessee shall pay to the Lessor, in advance, the sum of \$ 1,786.00 per month.

D. **Year Four**: Commencing on January 1, 2025, and ending December 31, 2025, Lessee shall pay to the Lessor, in advance, the sum of \$ 1,830.65 per month.

E. **Year Five**: Commencing on January 1, 2026, and ending December 31, 2026, Lessee shall pay to the Lessor, in advance, the sum of \$ 1,876.42 per month.

F. **Extension**: Should the Extension as provided for in Section 2 occur, commencing on January 1, 2027 and every year thereafter on January 1, the Lessee shall pay to the Lessor, in advance, a sum equal to two and one-half percent (2.5%) times the prior years' payment, such that payment in Year Six would be \$1,923.33, and so forth.

In addition to the rental specified above, Lessee shall pay to the Lessor with each monthly rental payment the Washington State Leasehold Tax on the leased premises, which tax is currently 12.84% of the monthly rental payment.

Rental leasehold tax payment are payable in advance on the first day of each month. The parties agree that a late charge equal to five (5%) percent of the rental payment shall be added to any rental payment received after the 10<sup>th</sup> day after the date it was due.

**Section 4. LEASE BOND**: Lessor hereby waives its right to require a lease bond

pursuant to RCW 53.08.085.

**Section 5. TAXES AND UTILITIES:**

Lessee shall pay all reasonable charges related to electricity, water, sewer, and garbage disposal, phone and any other public utility associated with Lessee's use of the premises.

Lessee shall pay all assessments, and other expenses, which arise from Lessee's possession of the premises, or the operation of Lessee's business, or as are required, because of Lessee's operations, to make the property conform to governmental regulations, or which are imposed upon Lessor due to the existence of this lease; provided Lessee shall not be obligated to make any improvements to the Premises.

Lessee shall pay and discharge promptly, as the same becomes due and before delinquency, the assessments and other charges described herein. Lessee shall pay, upon demand, any assessments and other charges imposed upon the Lessor which are payable by Lessee as a result of this section, or if this is not permitted by law, Lessee shall reimburse Lessor for the amount of any assessment and other charge paid by Lessor, provided that Lessee shall have the right to contest any such assessment at its own expense, as provided in Section 7.

**Section 6. LIENS:** Lessee shall keep the premises free and clear of all liens, including mechanic's, materialmen's, or other liens for work or labor done, and liens for services, materials, appliances and power performed, contributed, furnished or used or to be used in or about the premises, or in connection with any operations of Lessee, or any alteration, improvement, repair, or addition which Lessee may make, permit, or cause to be made or any work or construction by, for, or permitted by Lessee on or about the premises. Lessee shall not be responsible for liens caused by Lessor's activities on the premises.

Nothing in this lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman, for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the premises or any part thereof, nor as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the premises or any part thereof.

In the event that any lien, charge, or order for the payment of money described as the responsibility of Lessee in this section is filed against Lessor or any portion of the premises, Lessee shall, at its own cost and expense, cause the same to be discharged of record or bonded within sixty (60) days after notice from Lessor to Lessee, in the manner provided in Section 24, of the filing thereof; and Lessee shall indemnify and save harmless Lessor against and from all costs, liabilities, suits, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom.

**Section 7. CONTESTING LIENS AND TAXES:** Lessee may contest any lien set forth in Section 6 or any assessment or other charge which Lessee shall pay under Section 5, provided that Lessee notifies Lessor, in the manner provided in Section 24, of their intention to do so within sixty (60) days of the filing of such lien or within thirty (30) days of receipt of notice of such assessment or other charge; and provided further that Lessee posts a bond or other security with Lessor, prior to the contest, in an amount equal to the amount of the contested lien assessment, or other charge.

Within sixty (60) days of the determination of its validity, Lessee shall satisfy and

discharge any remaining lien, or pay and discharge any remaining assessment, or other charge, and all penalties, interest, and costs in connection therewith. Satisfaction and discharge shall not be delayed until execution is had on any judgment rendered, nor shall satisfaction, payment and discharge be delayed until sale is made of the whole or any part of the premises on account thereof. Any such delay shall be a default of Lessee under this lease.

In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense, and damage resulting therefrom.

**Section 8. USE OF PREMISES:** Lessee covenants and agrees as follows:

A. To use the premises solely for the purpose of storing pipe, steel pilings, crane booms, and other materials and equipment used in Lessee's piledriving business.

B. Not to use or occupy the premises, or permit the premises to be used or occupied, for other than legal purposes or those allowed in this Section 8, or in a manner which shall violate any certificate of occupancy in force relating to any building or improvement hereafter erected thereon;

C. To conform to and abide by all lawful rules, laws and regulations in connection with the use of said premises and the operation of Lessee's business thereon, and not to permit said premises to be used in violation of any lawful rule, law, regulation or other authority.

D. Not to commit or permit any waste of the premises, except as necessary for the construction of any authorized improvements thereon, and to use all reasonable precaution to prevent waste, damage or injury to the land, buildings or improvements on the premises.

**Section 9. IMPROVEMENTS; TRADE FIXTURES:** No additions shall be added to

the premises by Lessee, and Lessee shall not make structural modifications, improvements or alterations which materially change any portion of the premises, without the written consent of the Lessor being first obtained. All improvements to the premises which are now on the premises or which may hereafter be constructed thereon, whether constructed by Lessor or Lessee, are, and/or shall immediately become upon their construction, the property of the Lessor. At the expiration or other termination of this lease, all improvements shall remain upon the premises; provided, however, that all fixtures and equipment installed by the Lessee, may be removed at the termination of the lease by the Lessee, provided that the removal of the same may be done without damage to the premises.

Section 10. MAINTENANCE AND REPAIR: The Lessee agrees to maintain the premises and all improvements in a good state of repair. At the termination of this lease the Lessee shall return the premises and all improvements to the Lessor in as good state and condition as the same are in at the time Lessee commences occupying same, reasonable wear and tear from the normal use thereof and fire or other casualty being excepted. Lessee agrees to keep the premises at all times free from debris and objectionable material.

Section 11. NO REPRESENTATION: Lessee has leased the premises after an examination thereof, and without any representation on the part of the Lessor, as to fitness of for the purposes intended by the Lessee.

Section 12. INDEMNITY: Lessee shall indemnify and save harmless the Lessor from and against any and all liability, claims, damage, penalties, or judgments arising from any loss, injury, death or damage to person or property sustained by any person in or about the premises resulting from the act or omission of the Lessee, including Lessee's officers, agents, employees,



contractors, and sublessees, or of any occupant, visitor, or user of any part of Lessee's premises. Lessee further covenants and agrees to indemnify and hold the Lessor harmless against the claims of all and every person whomsoever arising out of or in any way connected with the Lessee's occupation or use of the premises, except for claims by Lessor's employees or agents for injuries sustained during the course of employment through no fault of the Lessee. Lessee shall pay all attorneys' fees and other expenses incurred by the Lessor in defending any and all suits which may be brought against the Lessor or in which the Lessor may be impleaded with others upon any of the aforementioned matters, except as may result from the acts set forth in the paragraph immediately below.

Lessor shall indemnify and save harmless the Lessee from and against any and all liability, claims, damage, penalties, or judgments arising from any loss, injury, death or damage to person or property sustained by any person in or about the premises resulting from the act or omission of the Lessor, including Lessor's officers, agents, employees, contractors. Lessor further covenants and agrees to indemnify and hold the Lessee harmless against the claims of all and every person whomsoever arising out of or in any way connected with the Lessor's obligation to maintain the premises, except for claims by Lessee's employees or agents for injuries sustained during the course of employment through no fault of the Lessor. Lessor shall pay all attorneys' fees and other expenses incurred by the Lessee in defending any and all suits which may be brought against the Lessee or in which the Lessee may be impleaded with others upon any of the aforementioned matters, except as may result from the acts set forth in the paragraph immediately below.

Lessee covenants and agrees to reimburse the Lessor for all costs or expenses of repair or

replacement of any of the Lessor's property damaged or destroyed as a result of Lessee's use or occupation of the premises or use of Lessor's property or facilities.

**Section 13. INSURANCE:**

A. Lessee agrees to carry liability insurance protecting themselves and the Lessor, its agents, officers and employees, from any claims or persons for injuries to life, person or property by reason of anything done or permitted to be done or suffered or omitted to be done by Lessee in and about the occupation and use of said premises.

Lessee shall carry commercial general liability insurance at least as broad as Insurance Services Office (ISO) Occurrence Form CJ0001 and shall cover premises and contractual liability. The Lessor shall be named as an additional insured on Lessee's general liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CJ2011 or a substitute endorsement providing that least is broad coverage. Commercial general liability insurance shall be written with limits with no less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Property insurance shall be written on an all-risk basis and shall be written covering the full value of Lessee's property and improvements with no co-insurance provisions.

B. Lessee shall deliver to Lessor on or before the date on which the term commences, and thereafter at least ten (10) days before the expiration dates of expiring policies, certified copies of its insurance policies, or a certificate evidencing the same issued by the insurer thereunder, showing that all premiums have been paid for the full policy period; and in the event Lessee shall fail to procure such insurance, or to deliver such policies or certificates, Lessor may, at its option and in addition to Lessor's other remedies in the event of a default by

Lessee hereunder, procure the same for the account of Lessee, and the cost thereof shall be paid to Lessor within ten (10) days following written demand therefor.

C. Lessee shall maintain at its sole cost and expense and keep in effect by the date of this lease and at all times until the end of the term standard fire and extended coverage insurance, including coverage against vandalism, malicious mischief, and flood, on all buildings and improvements located upon the premises on a full replacement value basis.

The parties agree that "full replacement value" shall be reevaluated by Lessor and Lessee every three years, and that the replacement value of the improvements shall be established to conform to the Marshal Swift Guidelines (or any comparable index agreed to by both parties) which are in effect at the time of each such evaluation.

Lessee shall furnish Lessor with a copy of said insurance policy or other acceptable evidence that the insurance is in effect and in an amount sufficient to satisfy this paragraph.

D. Lessee shall, on demand of Lessor, procure and keep in force such other forms, types, and amounts of insurance as may be appropriate, customary, and generally required for the premises and types of buildings and improvements in question by responsible and reasonable owners of property. Such insurance shall name Lessor as an insured.

**Section 14. HAZARDOUS SUBSTANCES - LESSEE'S OBLIGATIONS:** Lessee shall not, without Lessor's prior written consent, keep on or about the premises, for use, disposal, treatment, generation, storage or sale, any substances designated as, or containing components designated as hazardous, dangerous, toxic or harmful, and/or which are subject to regulation by any federal, state or local law, regulation, statute or ordinance, collectively referred to as

“hazardous substances”.

**Section 15. DESTRUCTION BY FIRE OR CASUALTY:** In the event the premises are substantially damaged or destroyed by fire or other casualty to the extent that the same shall become unsuitable for the business of Lessee to be conducted thereon and cannot be repaired or restored within thirty (30) days after such occurrence, then Lessor or Lessee may terminate this lease by giving written notice to the other of its election to do so, in the manner provided in Section 24, within thirty (30) days after such damage or destruction. In the event of such termination, Lessee will not be responsible for rental for the premises for the balance of the term nor for damages for breach of covenant, nor shall Lessor in such event be required to rebuild, repair, replace or reconstruct the premises, nor be held for damages for breach of covenant. In such event, however, all unearned rentals shall be returned to Lessee.

**Section 16. ASSIGNMENT/SUBLETTING:** The Lessee shall not assign this lease nor sublet the whole or any part of the premises without the advance written consent of the Lessor, which consent shall not be unreasonably withheld. Any attempt to assign or sublet the premises without the advance written consent of the Lessor shall be null and void. Any approved assignment or sublease shall not relieve this Lessee, or any personal guarantor of this lease, from the responsibility of paying the rentals accruing under this lease, as provided in Section 3 or from keeping and performing all other obligations herein imposed upon and assumed by Lessee. It is understood and agreed that any consent by the Lessor to any assignment or subletting by the Lessee shall not be considered or construed to be a consent to any subsequent assignment or subletting nor as a waiver of the right of the Lessor to refuse to consent to any subsequent assignment or subletting.

Section 17. QUIET ENJOYMENT:

A. Lessee, upon paying the rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements, and provisions of this lease on its part to be kept, shall quietly have and enjoy the premises during the lease term, subject to the provisions herein, without hindrance by Lessor.

B. Lessor warrants that it has fee simple title to the premises and the power and authority to execute this lease and to carry out and perform all covenants to be performed by it hereunder.

Section 18. ACCESS: Lessor or Lessor's agents and designees shall have the right to enter upon the premises at all reasonable times to examine said area.

Section 19. CURE BY LESSOR: If Lessee shall default in the performance of any provision under this lease, and after the notice and cure periods provided in Section 20, Lessor, at its option, may perform the same for the account and at the expense of Lessee. Upon notification to Lessee of the cost thereof to Lessor, Lessee shall promptly reimburse Lessor the amount of that cost, plus interest at the rate of six (6%) percent per annum from the date of incurring of such cost to the date of repayment. In the event of such default by Lessee, Lessor may enter upon the premises for the purpose of causing such provisions to be fulfilled. Such entry shall not be deemed an eviction of Lessee. Lessor's action hereunder shall not be deemed a waiver of Lessee's default. Lessor, at its option, without relinquishing any remedy or right, may separately commence proceedings against Lessee for reimbursement of Lessor and for any other remedies for breach of this lease.

Section 20. DEFAULT:

A. In the event any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided:

1. Lessee's failure to pay any installment of rent when the same shall be due and payable and the continuance of such failure for a period of three (3) days after receipt by Lessee of notice in writing from Lessor, in the manner provided in Section 24, specifying in detail the nature of such failure; or

2. Lessee's failure to perform any of the other covenants, provisions, and agreements herein contained on Lessee's part to be kept or performed and the continuance of such failure without the curing of same for a period of ten (10) days after receipt by Lessee of notice in writing from Lessor, in the manner provided in Section 24, specifying in detail the nature of such failure, or Lessee shall not cure said failure as provided in Paragraph B of this Section 20, then Lessor may, at its option, give to Lessee written notice, in the manner provided in Section 24, of its election to terminate the lease term upon a date specified in such notice, which date shall not be less than twenty (20) business days (Saturdays, Sundays and legal holidays excluded) after the date of receipt by Lessee of such notice from Lessor. Upon the date specified in said notice, the term and estate hereby vested in Lessee shall cease and any and all other right, title, and interest of Lessee hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire lease term had elapsed, but Lessee shall continue to be liable to Lessor as provided herein. Simultaneously with the sending of the notice to Lessee, Lessor shall send a copy of such notice to any sublessee of the premises or portions thereof that Lessor may select, in writing from time to time, and any additional persons or parties having an interest in the premises that Lessor may select, in writing, from time to time. The

curing of any default within the above time limits by any of the aforesaid parties or combination thereof, shall constitute a curing of any default hereunder with like effect as if Lessee had cured the same hereunder.

B. In the event that Lessor gives notice of a default of such a nature that it cannot be cured within the period prescribed in Paragraph A-4 of this Section 20, then such default shall not be deemed to continue, so long as Lessee, after receiving such notice, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the same within a period of time which, under all prevailing circumstances, shall be reasonable. No default under Paragraph A-4 of this Section 20 shall be deemed to continue if and so long as Lessee shall be proceeding to cure the same in good faith.

C. In the event that any default of Lessee shall be cured in any manner hereinabove provided, such default shall be deemed never to have occurred and Lessee's rights hereunder shall continue unaffected by such default.

D. Upon any termination of the lease term pursuant to Paragraph A of this Section 20, or at any time thereafter, Lessor may, in addition to and without prejudice to any other rights and remedies Lessor shall have at law or in equity, re-enter the premises and recover possession thereof and dispossess any or all occupants of the premises in the manner prescribed by statute relating to summary proceedings, or similar statutes; but Lessee in such case shall remain liable to Lessor as provided herein.

E. In case of any such default, re-entry, termination and/or disposition by summary proceedings:

1. The rent shall become due thereupon and be paid up to the time of such

re-entry, termination and/or disposition;

2. Lessor may re-let the premises or any part thereof, either in the name of Lessor or otherwise, for a term which may, at Lessor’s option, be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent, but such re-letting shall not be construed as an acceptance of a surrender of the leasehold interest; and

3. Lessee or the representatives of Lessee shall also pay Lessor as liquidated damages for the failure of Lessee to observe and perform Lessee’s covenants herein contained any deficiency between the rent hereby collected on account of the lease of the premises for each month of the period which would otherwise have constituted the balance of the lease term. In computing liquidated damages, there shall be added to the said deficiency such reasonable expenses and counsel fees as Lessor may incur in connection with the default and re-letting. Any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Lessor to collect the deficiency for any subsequent month by a similar proceeding.

Lessor, at its option, may make such alterations, repairs, replacements, and/or decorations in the premises as Lessor, in Lessor’s sole judgment, considers advisable and necessary for the purpose of re-letting the premises; and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Lessee or any personal guarantor from liability hereunder. Lessor agrees to mitigate in good faith all damages and to re-let the premises in the event of any default specified herein.

Section 21. WAIVERS: Failure of Lessor to complain of any act or omission on the part



of Lessee, no matter how long the same may continue, or the receipt of rent by Lessor with knowledge of any breach or default of this lease by Lessee, shall not be deemed to be a waiver by Lessor of any of its rights herein. No waiver by Lessor at any time, express or implied, of any breach of any provision of this lease shall be deemed a waiver of any subsequent breach of the same or any other provision. Failure of Lessor to insist upon strict performance or to exercise any option herein conferred in any one or more instances in the event of default shall not be construed to be a waiver or relinquishment of any such or any other right herein extended to the Lessor.

**Section 22. GOVERNMENTAL REGULATIONS:** During the lease term, Lessee shall, in the conduct of its operations, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, town, and city governments and of all other governmental authorities affecting the premises or appurtenances thereto or any part thereof whether the same are in force at the commencement of the lease term or may in the future be passed, enacted, or directed, and Lessee shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Lessee to comply with the covenants of this Section 22.

**Section 23. NOTICE OF LITIGATION AND COUNSEL FEES:**

A. Within ten (10) days of Lessee having knowledge of any litigation or other proceeding that shall be commenced against Lessee or against the premises to secure or recover possession thereof or that may affect the interests of Lessor in the premises, Lessee shall give

written notice thereof to Lessor.

B. In the event any party shall bring suit to compel performance of or to recover for any breach of any covenant, agreement or condition of this lease, the prevailing party in said action shall be entitled to recover from the other party costs and reasonable attorney's fees.

C. Notwithstanding anything to the contrary hereinabove contained, in the event that Lessor is made a party to litigation against the Lessee, relating to the premises, or against the premises commenced by a third party, wherein Lessor is not at fault, Lessee shall pay, upon demand, all of Lessor's counsel fees and costs.

Section 24. NOTICES: Every notice, consent or other communication authorized or required by this lease shall be deemed to be sufficient if in writing, and sent postage prepaid by registered or certified mail, return receipt requested, directed to the other party at the address listed below, or at such other address as the other party may designate by notice given from time to time in accordance with this section. In the event a party notifies the other in writing of a change of address in accordance with this section, said address shall substitute for the address listed below for all subsequent notices. Notices shall not be deemed effective unless personally served or delivered by mail in the manner provided by this section:

Lessor: 616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

Lessee:

Notice for all purposes shall be deemed given upon the date of mailing as provided in this Section 24.

Section 25. RIGHTS CUMULATIVE: The rights, powers, obligations, duties and

remedies of Lessor, as provided herein, shall be deemed to be cumulative, and no one of them shall be exclusive of any other, or of any other right, power, or remedy allowed by law.

Section 26. TIME OF THE ESSENCE: Time and punctual and exact performance and observation by the Lessor and Lessee of the provisions herein are of the essence of this lease.

Section 27. SEVERABILITY: In the event that any provision of this lease shall be declared invalid by any court of competent jurisdiction, such provisions shall be severed from this lease, and such declaration shall not affect the remainder of this lease. This lease shall remain in full force and effect for the balance of its lease term.

Section 28. INTERPRETATION: Whenever the singular number is used herein, the same shall include the plural, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only. Upon any sale or assignment of the interest of either Lessor or Lessee herein, their respective successors in interest shall, during the term of this ownership of their respective estates herein, be deemed to be Lessor or Lessee, as the case may be.

Section 29. SUCCESSORS: All of the terms, conditions, covenants and agreements of this lease shall extend to and be binding upon the Lessor, Lessee, and their respective heirs, personal representatives, successors and assigns, and upon any person coming into ownership or possession of any interest in the premises by operation of law, or otherwise, and shall be construed as covenants running with the land.

Section 30. ENTIRE AGREEMENT: This lease constitutes and shall be construed as the entire agreement of the parties. No oral statement shall have any force or effect. This agreement shall not be modified or canceled except by writing subscribed by Lessor and Lessee.









**CITY OF CAMAS  
PROFESSIONAL SERVICES AGREEMENT  
Amendment No. 2**

616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

**Project No. W1022**

**FOREST HOME BOOSTER STATION IMPROVEMENTS**

THIS AMENDMENT (“Amendment”) to Professional Services Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and 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. The City and Consultant may hereinafter be referred to collectively as the “Parties.”

The Parties entered into an Original Agreement dated May 19, 2020, 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 December 31, 2023
  - b.  Unchanged from Original/Previous Contract date of \_\_\_\_\_, 20\_\_\_\_

Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement.
3. Payment. Based on the Scope of Services and assumptions noted in **Exhibit “A”**, Consultant proposes to be compensated on a time and material basis per **Exhibit “B”** (Costs for Scope of Services) with a total estimated not to exceed fee of:
  - a. Previous not to exceed fee: \$48,294
  - b. Amendment No. 2: \$287,200
  - c. **Total: \$335,494**
  - d. Consultant billing rates:
    - Modification to Consultant Billing Rates per **Exhibit “C”** attached herein
    - Unchanged from Original Contract

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

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

CITY OF CAMAS:

CONSULTANT:  
*Authorized Representative*

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

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

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

Print Name: Michael B. Johnson, P.E. \_\_\_\_\_

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

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

Date: 12/7/21 \_\_\_\_\_



**EXHIBIT A**

**SCOPE OF WORK**

**CITY OF CAMAS**

**FOREST HOME BOOSTER STATION AMENDMENT 2**

The City of Camas owns and operates the Forest Home Booster Station, a facility that can pump approximately 500 gpm from the City's 343 Downtown Zone to the 455 Lower Prune Hill Zone. The facility is undersized and not expandable. The City would like to expand the facility to allow for 1,000 to 1,500 gpm with possible future expansion to 2,000 gpm.

Over the past few months, the City has been investigating potential sites for the larger Forest Home Booster capable of delivering 1,500 gpm to the 455 Lower Prune Hill Zone from the 343 Zone. Gray & Osborne provided an analysis of several potential sites and recommendation for a new site located adjacent Division Street and uphill from NE 6<sup>th</sup> Avenue. The City has begun negotiations with Georgia Pacific for purchase of the property. It is anticipated that the new facility will connect to the existing water system grid by connecting to 12-inch waterline in NE 6<sup>th</sup> that the City installed a few years ago. The 12-inch piping extends to the intersection of 6<sup>th</sup> and Ash where it ties into 6-inch piping on NW 7<sup>th</sup> that currently feeds the Forest Home Booster Station. The outlet of the existing Forest Home Booster is 6-inch piping up Drake to a 12-inch line at NW 10<sup>th</sup> Avenue. It is anticipated that the piping along NW 6<sup>th</sup> or NW 7<sup>th</sup> and Drake and will be upsized to 12- or 14-inch to accommodate more flow. Alternatively, a new booster station waterline could be routed up Division Street to 455 Zone piping at the top of the hill.

The site survey for the parcel and the site geotechnical work has already been completed. Survey and geotechnical work for the waterline have not yet been completed and would be included in this contract.

The City would like assistance with the design of the new booster station and related piping.

Gray & Osborne proposes to provide the following services to complete the design and permitting for this project.

**TASK 1 – PROVIDE PROJECT MANAGEMENT**

Provide project management services for the project. This task will include coordinating and managing the schedule and budget for the project team and subconsultants. The City will be provided with budget updates on a monthly basis.

**TASK 2 – PROVIDE SITE PLAN FOR SITE ACQUISITION**

Provide a site plan of the proposed site based upon existing site survey to assist the City in negotiating with the mill for acquisition.

Once the proposed parcel boundaries are determined, Gray & Osborne will provide a legal description of the proposed parcel.

**TASK 3 – PREPARE PROJECT REPORT**

Prepare a Project Report meeting the requirements of WAC 246-290-110 for the project including the following tasks:

- A. Develop preliminary design criteria for the booster station, including verifying sizing.
- B. Evaluate project alternatives including an evaluation of pipeline alignments including both the proposed alignment along NW 6<sup>th</sup> or NW 7<sup>th</sup> Avenue and Drake Street as well as an alternate alignment up Division to determine the optimal alignment from both an operations and constructability standpoint. An alignment recommendation will be provided.
- C. Develop preliminary booster station layouts.
- D. Develop preliminary cost estimates for the project.
- E. Submit draft predesign report to the City for review.
- F. Make revisions and prepare final predesign report.

**TASK 4 – COMPLETE TOPOGRAPHIC SURVEY OF PIPELINE ALIGNMENT**

Complete a site topographic survey of the proposed pipeline alignment that ties in to the existing site survey using the City's standard vertical and horizontal data.

**TASK 5 – COMPLETE GEOTECHNICAL ANALYSIS OF PIPELINE ALIGNMENT**

Complete a geotechnical analysis of the proposed pipeline alignment that ties in to the existing site survey using the City's standard vertical and horizontal data.

## **TASK 6 – COMPLETE ENGINEERING DESIGN**

Complete civil, structural, and electrical engineering design of the project. This task includes completing the engineering analysis and calculations necessary to complete the design. This task also includes preparation of detailed plans, specifications, and cost estimates to adequately describe the work for a public works contractor. The project will include 30 percent, 60 percent, 90 percent, and final submittals. Gray & Osborne will provide the following services to complete this task.

A. Prepare 30 Percent Submittal

Prepare 30 percent plans, specifications, and construction cost estimates for the project. Plans and specifications will be suitable for public works bid. Specifications will be prepared in CSI format. Thirty percent plans, specifications, and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with the City to review any comments.

B. Prepare 60 Percent Submittal

Prepare 60 percent plans, specifications, and construction cost estimates for the project. Plans and specifications will be suitable for public works bid. Specifications will be prepared in CSI format. Sixty percent plans, specifications, and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with the City to review any comments.

C. Prepare 90 Percent Submittal

Prepare 90 percent plans, specifications, and construction cost estimates for the project. Plans and specifications will be suitable for public works bid. Specifications will be prepared in CSI format. Ninety percent plans, specifications, and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with the City to review any comments.

D. Prepare Final Submittal

Prepare final plans, specifications, and construction cost estimates for the project. Plans and specifications will be suitable for public works bid. Specifications will be prepared in CSI format. Final plans, specifications, and cost estimates will be submitted to the Agencies for regulatory approval and will be distributed to contractors.

## **TASK 7 – ASSIST WITH PERMIT APPLICATIONS**

The City of Camas will take the lead in preparing permit applications. Gray & Osborne will support the City by attending the pre-application meeting and with preparation of design calculation packages, figures, and exhibits. Anticipated permit applications include the following:

- Washington State Department of Health Project Approval
- City of Camas Building Permit
- City of Camas Fill and Grade Permit
- City of Camas Tree Permit
- City of Camas Conditional Use Permit
- City of Camas Demolition Permit

Permit application and review fees have not been included in this scope of work. It has been assumed that these will be paid directly by the City.

## **TASK 8 – COMPLETE QA/QC REVIEW**

Conduct Quality Assurance/Quality Control reviews of the Project Report, 30 percent submittal, 60 percent submittal, 90 percent submittal, and final submittal for the project.

## **TASK 9 – PROVIDE BID AND AWARD SUPPORT**

We understand that the City will take the lead with bid and award of the project. Gray & Osborne will provide the following services to support the City with bid and award process:

- A. Distribute bid documents to contractors and plan centers using the Gray & Osborne bid distribution website or by the electronic website of the City's choosing.
- B. Attend one prebid walkthrough meeting.
- C. Respond to contractor inquiries and assist with preparation of addenda as necessary.
- D. Review project bid information and provide a recommendation of award to the City.

## **TASK 10 – ATTEND MEETINGS AND SITE VISITS**

Attend meetings with City staff during development of the plans and specifications to discuss project issues and review draft deliverables. Complete a site visit to verify site conditions. The following meetings have been assumed:

- Kickoff Meeting and Site Visit
- Predesign Report Meeting including review meeting with Operations Staff
- 30 percent Design Review Meeting including review meeting with Operations Staff
- 60 percent Design Review Meeting including review meeting with Operations Staff
- 90 percent Design Review Meeting including review meeting with Operations Staff
- City preapplication permit meeting

Kick off meeting, design review meetings, and preapplication meeting are assumed to be in person. Other meetings are assumed to be conducted by conference call or video conference.

### **ASSUMPTIONS**

1. Costs of permit and application fees have not been included. It has been assumed that these fees will be paid directly by the City.
2. Costs for cultural resources survey have not been included since the site has been previously disturbed. If this is required, it can be contracted directly to the City or added as an amendment.
3. The City will negotiate with Georgia Pacific for obtaining the site parcel. Gray & Osborne will provide support materials as shown in the scope of work but will not participate in the site negotiations.
4. The project plans will include provisions for demolition of the existing Forest Home Booster Station.
5. Gray & Osborne will coordinate on system controls with the City's integrator, S&B Stead and Associates (S&B). It is anticipated that S&B will provide instrumentation and motor control centers, as well as control system design and programming. While Gray & Osborne will coordinate with S&B, S&B's work will be under a separate contract.

**DELIVERABLES**

- Draft Project Report – Electronic copy
- Final Project Report – Electronic copy and one paper copy
- 30 Percent Submittal – Electronic copy
- 60 Percent Submittal – Electronic copy
- 90 Percent Submittal – Electronic copy
- Final Submittal – Electronic copy and three paper copies

**ANTICIPATED SCHEDULE**

The anticipated schedule is as follows:

Notice to Proceed.....	November 1, 2021
Submit Predesign Report .....	April 30, 2022
Submit 30 Percent Plans and Specifications .....	June 1, 2022
Submit 60 Percent Plans and Specifications .....	July 15, 2022
Submit 90 Percent Plans and Specifications .....	August 31, 2022
Submit Final Plans and Specifications.....	October 31, 2022

**BUDGET**

The estimated cost to complete the above scope of work is \$287,200 as shown in the attached Exhibit B.

**EXHIBIT B**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

*City of Camas - Forest Home Booster Station Amendment 2*

Tasks	Principal Hours	Project Manager Hours	Civil Engineer Hours	Structural Eng. Hours	Electrical Eng. Hours	Engineer-in-Training Hours	AutoCAD Tech. Hours	Professional Land Surveyor Hours	Field Survey Hours (2 person)
1 Provide Project Management		40							
2 Provide Site Plan for Site Acquisition		2	8				8	8	
3 Prepare Project Report	2	8	120	8	8	80	80		
4 Complete Topographic Survey for Pipeline		2	4				4	10	36
5 Complete Geotech Analysis for Pipeline		2	6			8			
6 Complete Engineering Design									
A. Prepare 30 Percent Plans, Specifications and Cost Estimate	4	16	60	8	8	40	160		
B. Prepare 60 Percent Plans, Specifications and Cost Estimate	4	16	60	16	40	4	160		
C. Prepare 90 Percent Plans, Specifications, and Cost Estimate	4	16	60	40	120	24	160		
D. Prepare Final Plans, Specifications and Cost Estimate	2	8	40	32	80	24	100		
7 Assist with Permit Applications		2	40	16	4	60			
8 Complete QA/QC Review	12	12	12	12	12				
9 Bid and Award Support		4	4	2	2		4		
10 Attend Meetings and Site Visits	32	40	24	8	8	16			
Hour Estimate:	60	168	438	142	282	256	676	18	36
Fully Burdened Billing Rate Range:*	\$140 to \$213	\$130 to \$213	\$105 to \$145	\$110 to \$171	\$120 to \$190	\$92 to \$141	\$50 to \$140	\$118 to \$163	\$166 to \$248
Estimated Fully Burdened Billing Rate:	\$190	\$180	\$125	\$135	\$175	\$105	\$95	\$163	\$205
Fully Burdened Labor Cost:	\$11,400	\$30,240	\$54,750	\$19,170	\$49,350	\$26,880	\$64,220	\$2,934	\$7,380

Total Fully Burdened Labor Cost: \$ 266,324

Direct Non-Salary Cost:

- Mileage & Expenses (Mileage @ IRS Rate) \$ 2,000
- Printing \$ 330

Subconsultant:

- Pangeo, Inc. - Geotechnical \$ 16,860
- Subconsultant Overhead (10%) \$ 1,686

**TOTAL ESTIMATED COST: \$ 287,200**

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



**CITY OF CAMAS**  
**PERSONAL SERVICES AGREEMENT**

616 NE 4<sup>th</sup> Avenue  
 Camas, WA 98607

Project No. N/A .

**AES MONITORING AND AFTER-HOURS RESPONSE SERVICES**

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Guardian Security Systems, 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 personal services in connection with the project designated as the **AES Monitoring and After-hours Response 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 December 31, 2023, 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 19 of this Agreement. The City of Camas reserves the right to offer additional one (1) year extensions if the extensions would be in the best interest of the City.

Upon completion of this agreement at the end of the year 2023, extension of the contract for the year 2024 shall be considered if it is mutually agreed upon to both the City and the Consultant. Using the same Proposal Items listed in the November 2021 Proposal, the prices for the year 2023 shall be increased by a percentage rate equal to the Portland, Oregon Metropolitan Area Consumer Price Index (CPI) as of July 2022. In the event that the CPI is a negative number, the prices submitted in 2021 shall be used. Such extensions shall go into effect only with written confirmation from the City of Camas to the Consultant.

Entire Agreement. The Extension as amended, including all schedules, attachments, amendments referenced therein, constitutes the entire agreement between the City and the Consultant. The Consultants proposal is specifically included as part of the Contract Extension, as amended. Where there are conflicts between these documents, the controlling document will first be the Contract Extension, as amended, then the City of Camas Personal Services Agreement, and finally the Proposal. The Extension, as amended, supersedes any other oral or written understanding between the City and the Consultant regarding AES Monitoring and After-Hours Response Services to be provided for the City during the term of the Agreement Extension, as amended.

If at any time during the life of the contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued



immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

The agreement will remain in effect throughout the contract extension.

4. Payment. The Consultant shall be paid by the City for completed work and for services rendered 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"** AES Alarm Monitoring Pricing and After Hours Services Pricing inclusive of labor, materials, equipment supplies and expenses.
  - 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 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.
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 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, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, 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.

#### Limitation of Liability – Guardian Security

NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, OWNER AND CONSULTANT AGREE THAT CONSULTANT'S INDEMNIFICATION OBLIGATION SHALL NOT EXTEND TO ITS MONITORING SERVICES UNLESS CONSULTANT IS GROSSLY NEGLIGENT IN THE PERFORMANCE OF SUCH MONITORING SERVICES, INCLUDING INTENTIONALLY FAILS TO PROVIDE SUCH MONITORING SERVICES, AND IN SUCH EVENT CONSULTANT'S LIABILITY TO OWNER FOR ANY DAMAGES SUFFERED BY OWNER IN CONNECTION WITH SUCH GROSS NEGLIGENCE IN THE PERFORMANCE OF THE MONITORING SERVICES SHALL BE LIMITED TO THE GREATER OF (A) ALL FEES PAID BY OWNER TO CONSULTANT UNDER THIS CONTRACT, OR (B) THE LIMITS OF AVAILABLE INSURANCE PROCEEDS (OR WHAT WOULD HAVE BEEN AVAILABLE HAD CONSULTANT MAINTAINED THE INSURANCE REQUIRED BY THIS CONTRACT). FURTHERMORE, IF CONSULTANT IS IN BREACH OF ITS OBLIGATION TO PROVIDE MONITORING SERVICES AND SUCH BREACH IS NOT DUE TO CONSULTANT'S GROSS NEGLIGENCE, THEN OWNER'S DAMAGES SUFFERED IN CONNECTION WITH SUCH BREACH SHALL BE LIMITED TO THE GREATER OF (A) ALL FEES PAID BY OWNER TO CONSULTANT UNDER THIS CONTRACT, OR (B) THE SUM OF \$5,000.00. OWNER ACKNOWLEDGES THAT MONITORING SERVICES ARE INTENDED ONLY TO PROVIDE WARNING IN CASE OF FIRE, IN OR ABOUT, OR ENTRY INTO THE PROPERTY. WITH RESPECT TO THE MONITORING SERVICES ONLY, CONSULTANT SHALL NOT BE LIABLE FOR ANY LOSSES OR ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS ARISING IN CONNECTION WITH THE MONITORING SERVICES EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION. Nothing in this Section, with respect to Consultant's limitation on liability shall be applicable to any Services provided by Consultant under this Contract other than the monitoring services.

#### 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.
  - i. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant,

irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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 "B"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "B"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written

consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.

13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Consultant while performing the Services shall belong to the City. 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.
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:
6. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
  7. 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;
  8. 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
  9. 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 BOARD.
- 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 BOARD 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 personal 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:
- Bob Busch  
City of Camas  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607  
PH: 360-216-5161  
EMAIL: [bbusch@cityofcamas.us](mailto:bbusch@cityofcamas.us)

Notices to Consultant shall be sent to the following address:

Nicholas Ruff  
Guardian Security Systems, Inc.  
1743 First Ave S.  
Seattle, WA 98134  
PH: 360-305-1715  
EMAIL: nruff@guardiansecurity.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. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The artibtrator’s decision shall be final and legally binding and judgment 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 \_\_\_\_\_, 2021.

CITY OF CAMAS:

CONSULTANT:  
**Authorized Representative**

By \_\_\_\_\_

By \_\_\_\_\_

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

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

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**EXHIBIT "A"**  
**AES MONITORING AND**  
**AFTER-HOURS RESPONSE SERVICES**

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# AES Monitoring and After- Hours Response Services

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Prepared for  
City of Camas

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**City of Camas**  
**AES platform monitoring & After Hours**  
**Answering/Dispatch Services**

Guardian Security is committed to entering into a long term partnership with The City of Camas that allows Guardian to provide and showcase our expertise in the world of AES monitoring and central station notification and dispatch services. We appreciate the time you have invested with us in explaining your needs, frustrations and goals for engaging with us on this project. The attached proposals are a working plan that we have vetted from experience and further research. That being said, our goal in entering into a partnership with the City of Camas is to work together to achieve mutual and respective success in this project. If part of our plan, approach or pricing doesn't work for the City of Camas and your goals, needs and budgets... lets sit down and work out a mutually beneficial plan. Communication will be the most crucial part of this partnership.

**Below are the Key components we feel like we have addressed within our proposal:**

- Lower Cost Alarm management and monitoring solutions
- Reporting and access to see all the same alarm monitoring data we see.
- Stronger more reliable AES network for your systems
- Better alarm management tools and software
- Confidence in your after hours support service provider
- A commitment of continued support to the City of Camas in their management of Life & Property protection

In short, we are committed to giving you better service, superior technology and the best value you will find.

If you act on this proposal, we believe we will make a real difference in your alarm monitoring, after hours dispatch needs , and can be great partners with the City of Camas for years to come.

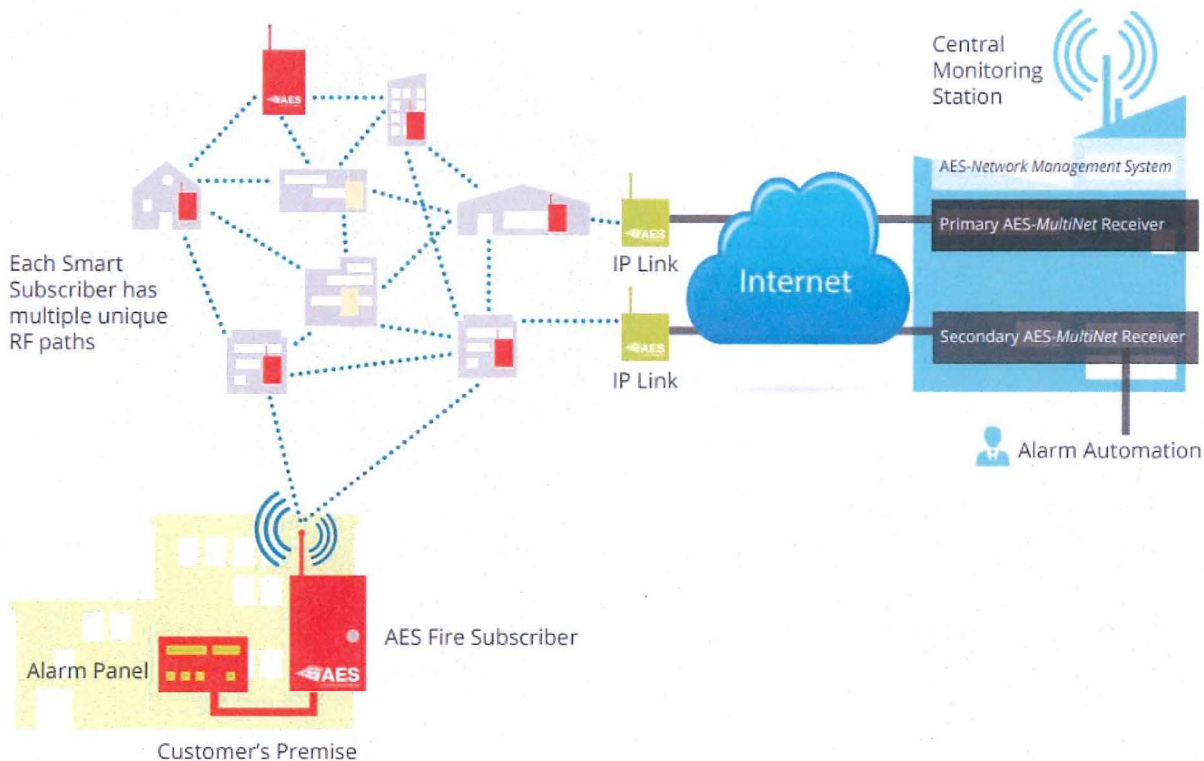
Sincerely Yours,



Christopher Moye  
Director of Contract Services  
Guardian Security / Northwest Alarm Monitoring

## AES Mesh Network Monitoring and Support Services

Guardian Security is proud to have the opportunity to showcase our expertise and over 20 of experience in AES mesh radio network monitoring. Our end goal is to ensure quality of signalization and proper network coverage for end user subscribers combined with the necessary network support. Based upon the City of Camas, current network configuration we believe that we are uniquely situated in both our experience and technical offerings to provide an alternative to your current AES monitoring provider.



### Direct Network Management:

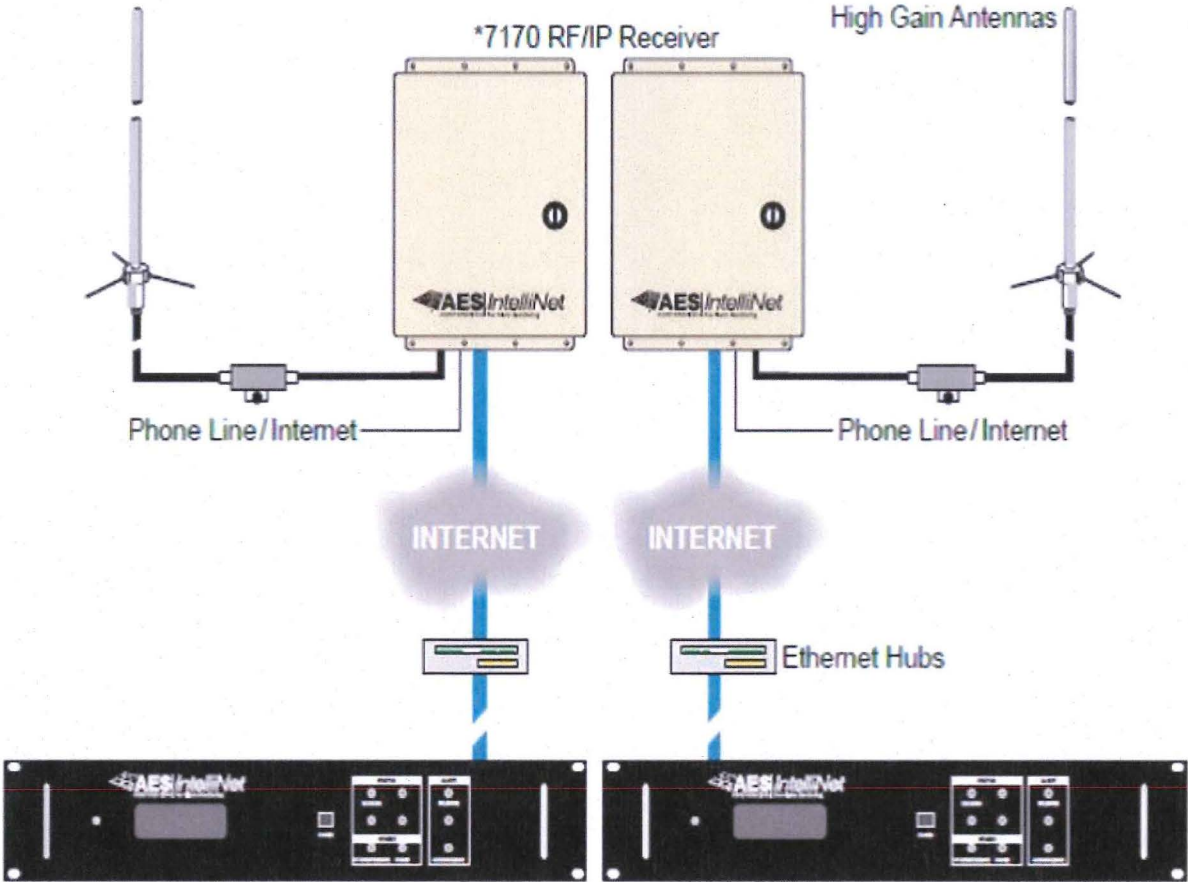
Unlike Guardian Security, most Central Station alarm monitoring is conducted by a third party. An alarm company will contract with a Central Station for monitoring services, which they in turn resell to their customers. This means that hundreds of Alarm companies, all with their own best practices and levels of technical expertise are putting AES radios on the Central Station's network, making the network difficult to manage successfully and difficult to ensure and guarantee reliability. Most central stations do not have field technicians to support their AES and put the burden of maintenance and network reliability on the Alarm companies. As the alarm companies do not own the AES network there is little financial or technical investment to ensure the reliability and maintenance of the network.

### Network Strength & Redundancy:

Guardian Security has developed our AES network over the last 20 years with a focus on ensuring triple redundancy in our private AES network. This has been achieved historically by constant and consistent monitoring of weak spots within our own network through our unique network monitoring tools and leveraging IP links to ensure the quality of signalization. Unlike many third party central stations Guardian owns, operates, provides maintenance and network health analysis of our own network without having to leverage third party alarm companies or dealers. In ensuring our model of triple redundancy Guardian has put in place two backup

AES remote central stations complete with AES receivers at our Bellingham and Yakima offices, to support our Central Station located in Seattle, we can continue to confidently expand our AES network and offerings to our end user subscribers. IP links are a critical component to having a healthy AES network and managing the network traffic. Paired with our remote IP links we also utilize the Hybrid AES radios, 7177 Hybrid 2.0 models) which provide dual functionality in providing monitoring to our end user subscribers while also acting as a network bridge in conjunction with our IP links, effectively extending coverage to harder to reach remote areas.

**IP Links:** A major component of the AES Multi-net receiver system, 7170 RF/IP remote receivers (IP LINKS), connects AES radio networks across a broad geographic area to Central Station creating an effective solution to multiply the transceiver capacity within Guardian’s network to reach the more remote locations as well as expand the total geographic coverage.



The IP links we utilize are all capable of transmitting the network signals to our central station via IP connectivity. Guardian has taken this several steps further. We utilize and retain ownership of our IP addresses and have the ability to seamlessly transfer our IP links from one service provider to another in a few clicks of a mouse from a remote location.

In addition to the IP retransmission of the signals we also have failsafe roll over cellular transmission means, utilizing cradle points, direct to our central station. This ensures in the event of any telecommunication failures that we have a solid backup transmission pathway. To create the triple redundancy in just our IP links alone, we utilize two cradle points for each IP link, leveraging two separate cellular carriers to help transport the signal.

In short, if our IP providers lose, cancel or drop service coverage we can quickly move our IP link transmission to another IP provider within moments. If both IP providers are down our IP links will seamlessly rollover to cellular transmission. If one of our cellular providers goes down we can seamlessly rollover to a backup provider.

**Hybrid Radios:** The 7177 Hybrid AES radio is a great option in remote areas to help bridge the gaps in the network and ensure that our network connectivity remains constant. In the event of weak signal strength these hybrid AES radios will also transmit to the signal through the internet direct to one of our strategically located IP links. We also utilize these radios when we have an AES radio on our network that is experiencing a high volume of peer or retransmission traffic. This helps to ensure that the signals do not backup and are seamlessly transmitted through IP to our central station.

#### **Setup, Configuration and Pricing:**

We expect that the entire process described below can take place over the course of 45 days from acceptance of this proposal. We would like to treat this as one large project and deploy our tech(s) to Camas to complete the project over the course of a two weeks.

To bring the current pump station AES accounts on to Guardian's network will first require the deployment of a dedicated IP link. Preliminarily we have designated the Wastewater Treatment plant as the best location. To deploy an IP link effectively the site needs to have emergency backup power, and availability for telephony and network infrastructure from the telco providers.

Each dedicated IP link which serves as the main hub for alarm communication back to our central station carries a substantial cost. Guardian will provide a lease program for the IP link so that neither party bears the full cost (over \$10,000) for the deployment. (see lease pricing below)

The next step in deployment will be to test each of the existing AES communicators for the pump stations and assess signal strength for the Camas network. If signal strength is not at the level that matches our best practices we will then select additional sites to deploy a hybrid AES radio communicator that functions as an alarm communicator and IP link. This will bolster the overall strength of the network but is only needed if the desired signal strength cannot be achieved. Guardian will bear the cost of upgrading any of the existing radios with a Hybrid AES/IP link radio on an as needed basis.

While this is all taking place Guardian will setup all of the AES accounts, current and future (as needed), in our Central Station. Once the network strength has been solidified we will cut-over the existing AES radios to the Guardian network.

Non-existing AES accounts: for any of the additional accounts the City of Camas would like to have monitored via AES, we will initiate site surveys and data gathering upon acceptance of this proposal. We will build out the accounts and install needs into a single project and address the new AES installations as part of the previous two steps. The below sections is an example of how we manage the individual AES installations currently:

#### **Phase 1: Planning and engineering**

***Many of the below steps will be conducted simultaneously to ensure expedient and efficient installations.***

- Schedule project management meeting with Edmonds School District appropriate points of contact to review process and timeline requirements.
- Site surveys at each location to answer and/or address the following:
  - Location of radio installation within facility.
  - Panel types and capabilities for wireless AES monitoring
  - Location and availability of dedicated power supply
  - Quality of signal strength at the panel and assess need for remote antennas utilizing AES network connectivity tools.
  - What ancillary devices will be required per fire code (smoke above the panel etc)
- Securing and assigning equipment required for each radio installation.
- Data Entry for the future accounts to ensure that each account/site is ready in advance of installation
- Reviewing the existing call out list with Edmonds School District. appropriate staff and making updates/changes as required.
- Permitting
- Filing of prevailing wage intents

#### **Phase 2: Installation**

- Work with ESD electrician to coordinate the installation of dedicated outlets in advance of communicator installation.
- Installation of AES radios
  - o Connect to fire panel
  - o Install smoke detector above the panel/radio
  - o Install protective security outlet covers
  - o Assess signal strength
  - o Install antennas as needed
  - o Send test signals
  - o Perform initial Q&A testing based upon NFPA 72 acceptance forms

**Phase 3: Close out, final inspections, training**

- Coordinate with AHJ for all required permit inspections and acceptance tests
- Provide required permitting documentation onsite
- Provide training on remote access to online web portal for monitoring accounts
- Provide all installation closeout documents

**AES Alarm Monitoring Pricing**

**Lease of IP Link: \$429.00/month**

Includes:

- Full service repair, maintenance, troubleshooting and replacement
- Remote support 24/7
- No install fees

**Monthly Monitoring:**

Intrusion and Non-UL Fire AES monitoring (e.g. pump stations): **\$24.00/month**

Fire Alarm AES Monitoring: **\$39.00/month**

**AES Equipment Sales:**

We will provide all of the AES equipment at cost plus 12%

Example Pricing: *(doesn't include higher gain antennas or power supplies)*

Non-UL AES radio subscriber: **\$362.00/unit**

UL Fire AES radio subscriber: **\$705.00/unit**

**AES Install Labor:**

Each AES radio installation is a little different but on average it takes about 4 hours onsite.

Travel Rate: ~~(\$165/hr)~~ **\$95.00/hour**

Install Rate: ~~(\$165/hr)~~ **\$129.00/hour**

Each AES radio will require an outlet for power and on any UL fire accounts a dedicated outlet off the fire alarm system dedicated power will be required. Installation pricing does not include any local required permitting. Guardian will facilitate the permitting submittal process and final inspections and will pass through bill for the cost of the permit.



## After Hours Emergency Calls: Notification and Dispatch Services

### The Approach:

Based upon the information provided on the City of Camas after hours answering and notification services, we have devised an approach that will help remove, and in most cases, eliminate the service level frustrations experienced with your current provider. Our approach is heavily predicated on setting up a partnership with the City of Camas and further refining the processes for these services.

### Direct Inbound Dialing

To ensure the in bound calls can be answered and responded to quickly and to remove some of the potential confusion on the resulting notifications, our approach is to use a series of D.I.D. phone lines to correctly route the two existing City of Camas phone lines that are currently being responded to. When a community member calls either of the two existing lines, it will be redirected without user interaction to our Central Station. When the call hits our Central Station phone system, a phone tree menu, specific to the City of Camas, will supply the caller with 8 available options that match the City of Camas notification lists. The caller will select the appropriate choice and then will be connected with a live operator.

Each of the eight unique call lists will have a D.I.D. line that is then linked to an account programmed into our central station automation software. When a caller selects one of the eight options on the call tree, this will allow our automation software to pull up the account and as the operator connects on the call. The operator will then be able to notate the information provided by the caller into the account and then follow the dispatch/notification procedures specific to that notification group. All of this is automated and creates a seamless experience for the caller as well as our operators.

*(Please refer to Exhibit A: D.I.D. diagram)*

Aside from routing the calls correctly and eliminating potential dispatch/notification errors this approach will allow for all of the following to happen:

### Automated reporting:

We will set up your accounts with us so that the key responsible parties receive a daily interaction report. Each of the eight notification groups will receive a daily report on any calls that were received and subsequent actions. These reports will also be available to key responsible parties to pull at their leisure to review signals, notes, operator interactions and more. You no longer will play the guessing game with your central station and whether or not they are getting calls and what is happening after the calls come in.

### Faster more accurate notifications:

As there will be eight distinct accounts, each matching one of the eight call out groups, our operators will not have to manually sift and sort through procedures unique to each group to ensure the outbound

notification is going to the correct people. They will be able to respond faster to each call without any of the concerning impacts to our core alarm monitoring services. This also eliminates our entire staff of operators from having to know some of the geographic and other information specific to the City of Camas. (E.G. the two distinct Stormwater notification lists based on geography)

**Ease of Notification Data Entry changes:**

Knowing that some of the notification groups will require weekly updates to the call out list this feature is one that helps us provide this service at a lower cost than normal. As each call group will have their account it means we can simply update the respondents in each of the eight call out groups and not have to adjust or change the standard protocols.

We know that not every call will happen according to plan. There may be times where our operators are responding to a higher volume than normal of life safety dispatch needs. There is a plan for this as well. Each of the eight call out groups will have a message line attached to it asking for callers to leave detailed information on the concern or need. Our operators will then be able to phone the caller back for clarification (as needed) and will then start the information logging and dispatch/notification procedures. Our goal in all cases is to have the dispatch notifications taking place immediately following every call and in the cases where the operator is unable to connect live, all of the call out notifications will take place inside of 25 minutes.

**Implementation Timeline:**

If selected as a provider for the City of Camas, after hours services, we will need approximately two weeks to set up the call trees, DID lines, accounts and dispatch procedures. Leading up to the completion of the technology setup, our Central Station team would like to connect with a responsible party for each of the notification groups to further detail the notification procedures and make suggestions on improving the current configuration.

To ensure a smooth transfer of service we will setup everything on our end, with the exception of the forwarding the two City of Camas phone lines to the D.I.D. phone lines we will have setup and waiting. We will need support from the appropriate staff from City of Camas to achieve the phone line forwarding from the City of Camas telco provider(s). Once the phone numbers are forwarded and landing at our Central Station the services will go live.

**After Hours Services Pricing:**

\$59.00 per month per call out group.

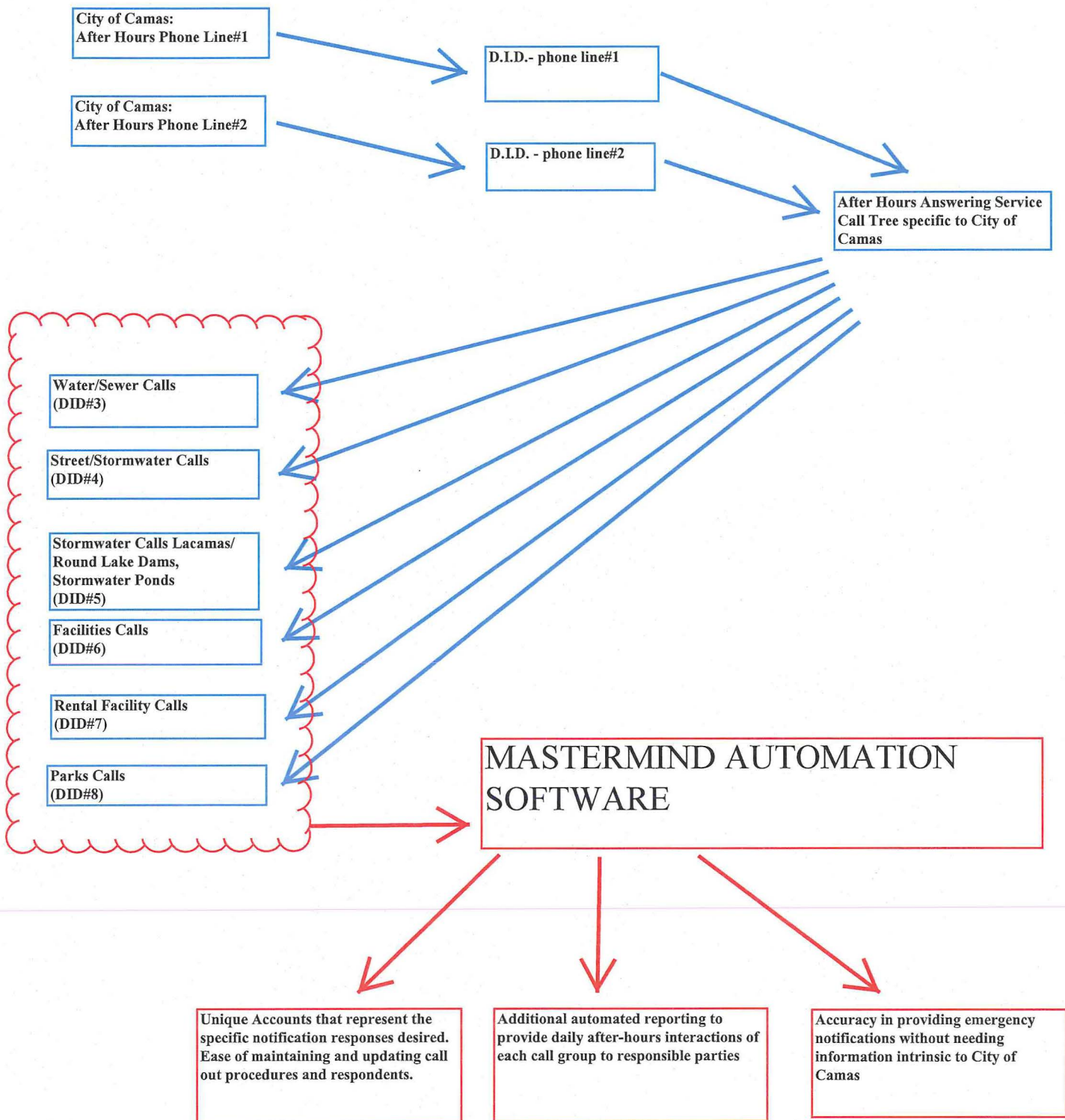
$\$59.00 \times 8 = \$472.00/\text{month}$

This pricing is inclusive of the following:

- Call out and data entry updates
- Cost of the DID lines
- Setup and configuration of the call trees and DID lines
- Setup and configuration of the eight accounts
- Ongoing support
- Emergency dispatch and notifications

We ask for a minimum of a 2 year commitment on contract for these services.

### The D.I.D. Configuration



**EXHIBIT "B"**  
**TITLE VI ASSURANCES**

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

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

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

addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

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

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

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

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

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

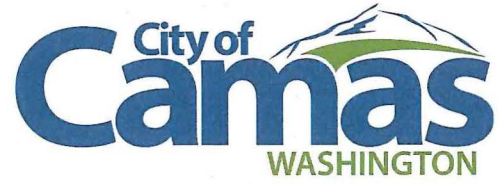
During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

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

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





**PUBLIC WORKS DEPARTMENT**

**CONTRACT DOCUMENTS**

**FOR**

**INSTALLATION TO SUPPORT  
AES MONITORING SERVICES**

November 2021

## PUBLIC WORKS DEPARTMENT

### CITY OF CAMAS PUBLIC WORKS DEPARTMENT INSTALLATION TO SUPPORT AES MONITORING SERVICES

This Contract is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and Guardian Security Systems, Inc., hereinafter referred to as the "Contractor", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

#### Description of Work:

The purpose of this contract is to install new equipment and configure existing equipment to integrate with the Contractor's networks, in support of their forthcoming monitoring services. The work will take place at several City facilities, including twenty-four (24) sanitary pump stations and eight (8) City buildings, and is expected to take approximately 45 days. As outlined in Exhibit A: Installation Proposal to Support AES Monitoring Services, the work is to include planning and engineering services; equipment procurement, installation and configuration; inspections and acceptance testing; and training of key City staff members.

In the event of any conflict between the provisions of the City of Camas Contract Documents and Exhibit A, then the terms as set forth within this Contract shall control.

#### Contract Requirements:

- A Contract Bond in the amount of 100% of the total quote shall be required.
- **The Contractor is obligated to pay Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County, effective November 18, 2021. Rates applicable to this project can be looked up at the Washington State Department of Labor and Industries web site at: [www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp](http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp)**
- The Contractor is responsible for acquiring any and all permits related to the work being performed.
- The Contractor will not be allowed to perform any work on City recognized holidays, Sundays, or before 7:00 a.m. or after 7:00 p.m. on any working day.
- **INSURANCE REQUIREMENTS**
  - The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:
    - An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
    - Any other amendatory endorsements to show the coverage required herein.
    - All insurance policies, with the exemption of Professional Liability and Workers Compensation, shall name the following entities as additionally insured(s):
      - **Contracting Agency and its officer, elected officials, employees, agents, and volunteers.**
      - The listed entities above shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or

otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

- The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

**Commercial General Liability**

- Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor’s Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

Per project aggregate  
 Premises/Operations Liability  
 Products/Completed Operations – for a period of one year following final acceptance of the work.  
 Personal/Advertising Injury  
 Contractual Liability  
 Independent Contractors Liability  
 Stop Gap / Employers’ Liability  
 Explosion, Collapse, or Underground Property Damage (XCU)  
 Blasting (only required when the Contractor’s work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

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

Stop Gap / Employers’ Liability

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

**Automobile Liability**

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

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

**Workers' Compensation**

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

- **COVID-19 HEALTH AND SAFETY REQUIREMENTS**

The contractor shall have a COVID-19 Plan that makes it mandatory for all workers on the project to have face masks, gloves, and other PPE if directed by Federal and State mandates. All workers on this project must comply with the Contractor's approved COVID-19 plan or be subject to disqualification to work on the project. Camas reserves the right to review the Contractor's plan and to mandate certain additions or deletions in conformance with current recommendations and Camas standards.

**SUBMITTALS**

- Construction Schedule
- Equipment Specifications
- Operations and Maintenance Manuals
- Closeout Documents

**Civil Rights Act:**

The City of Camas is an Equal Employment Opportunity employer.

The City of Camas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency in consideration for an award.

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

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

## CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the City of Camas under and by virtue of Title 35A RCW (cities and towns), as amended

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

WITNESSETH:

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

I. The Contractor shall do all work and furnish all tools, materials and equipment for **Installation to Support AES Monitoring Services.**

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

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

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

IV. The Contractor shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

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

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

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

VI. **The Contractor is obligated to pay Prevailing Wages as determined by the Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County effective November 18, 2021.**

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

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

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

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

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

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

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

Executed by the Contractor \_\_\_\_\_, 2021.

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

Contractor

Executed by the Local Agency \_\_\_\_\_, 2021.

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

Approved as to Form

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



**CONTRACT BOND**

**INSTALLATION TO SUPPORT AES MONITORING SERVICES**

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

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

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

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

THE CONDITION of this bond is such that whereas, on the \_\_\_\_\_

day of \_\_\_\_\_ A.D., 20\_\_\_\_, the said \_\_\_\_\_,

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

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

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

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

complete the construction of these **Installation to Support AES Monitoring Services**, according to the specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. The bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by **February 26, 2022**, unless amended by change order, undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

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

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

PRINCIPAL

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

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

APPROVED:

CITY OF CAMAS, WASHINGTON

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

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

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

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

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

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

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

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

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

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
  - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

**EXHIBIT A**

**INSTALLATION PROPOSAL TO SUPPORT  
AES MONITORING SERVICES**

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# Installation Proposal to Support AES Monitoring Services

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Prepared for  
City of Camas

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**City of Camas**  
**Installation Proposal for:**  
**AES platform monitoring**

Guardian Security is committed to entering into a long term partnership with The City of Camas that allows Guardian to provide and showcase our expertise in the world of AES monitoring and central station notification and dispatch services. The following proposal is based on a time and material model and includes a not to exceed amount for the project based upon the scope outlined in this proposal.

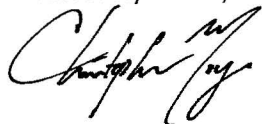
**Below are the Key components we feel like we have addressed within our proposal:**

- Lower Cost Alarm management and monitoring solutions
- Reporting and access to see all the same alarm monitoring data we see.
- Stronger more reliable AES network for your systems
- Better alarm management tools and software
- Confidence in your after hours support service provider
- A commitment of continued support to the City of Camas in their management of Life & Property protection

In short, we are committed to giving you better service, superior technology and the best value you will find.

If you act on this proposal, we believe we will make a real difference in your alarm monitoring, after hours dispatch needs , and can be great partners with the City of Camas for years to come.

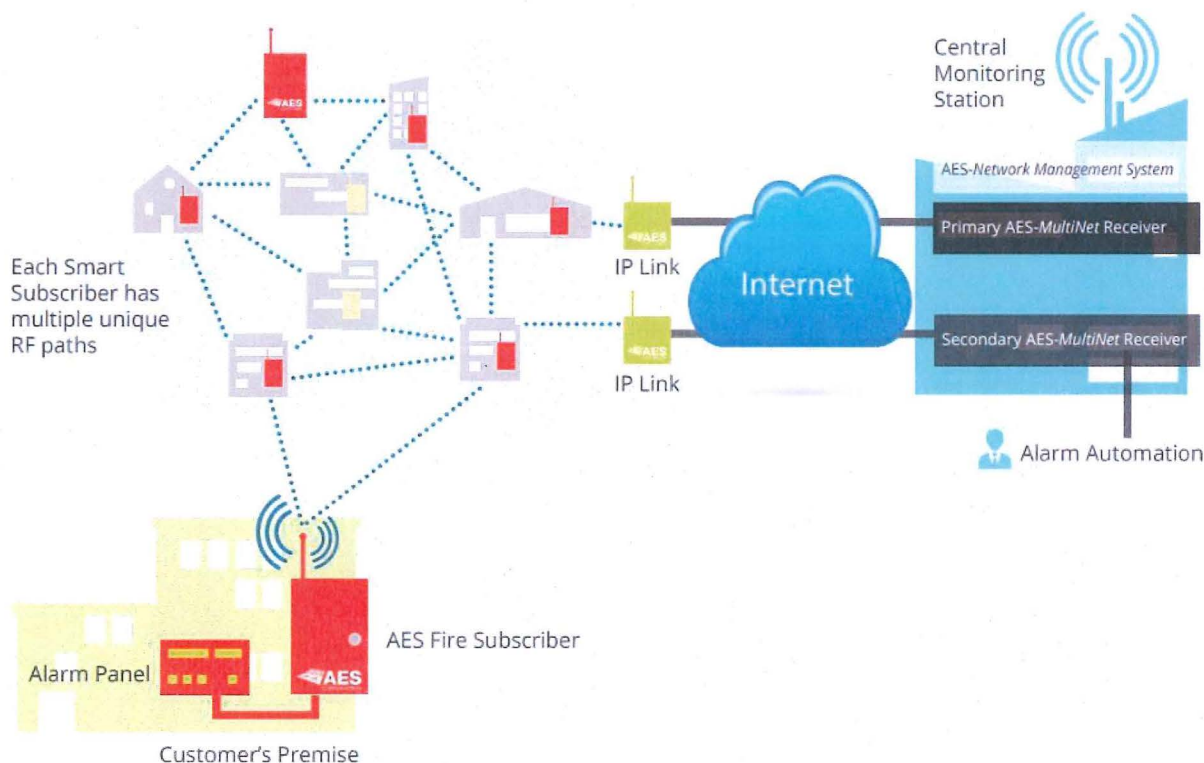
Sincerely Yours,



Christopher Moye  
Guardian Security / Northwest Alarm Monitoring

## AES Mesh Network Monitoring and Support Services

Guardian Security is proud to have the opportunity to showcase our expertise and over 20 of experience in AES mesh radio network monitoring. Our end goal is to ensure quality of signalization and proper network coverage for end user subscribers combined with the necessary network support. Based upon the City of Camas, current network configuration we believe that we are uniquely situated in both our experience and technical offerings to provide an alternative to your current AES monitoring provider.



### Direct Network Management:

Unlike Guardian Security, most Central Station alarm monitoring is conducted by a third party. An alarm company will contract with a Central Station for monitoring services, which they in turn resell to their customers. This means that hundreds of Alarm companies, all with their own best practices and levels of technical expertise are putting AES radios on the Central Station's network, making the network difficult to manage successfully and difficult to ensure and guarantee reliability. Most central stations do not have field technicians to support their AES and put the burden of maintenance and network reliability on the Alarm companies. As the alarm companies do not own the AES network there is little financial or technical investment to ensure the reliability and maintenance of the network.

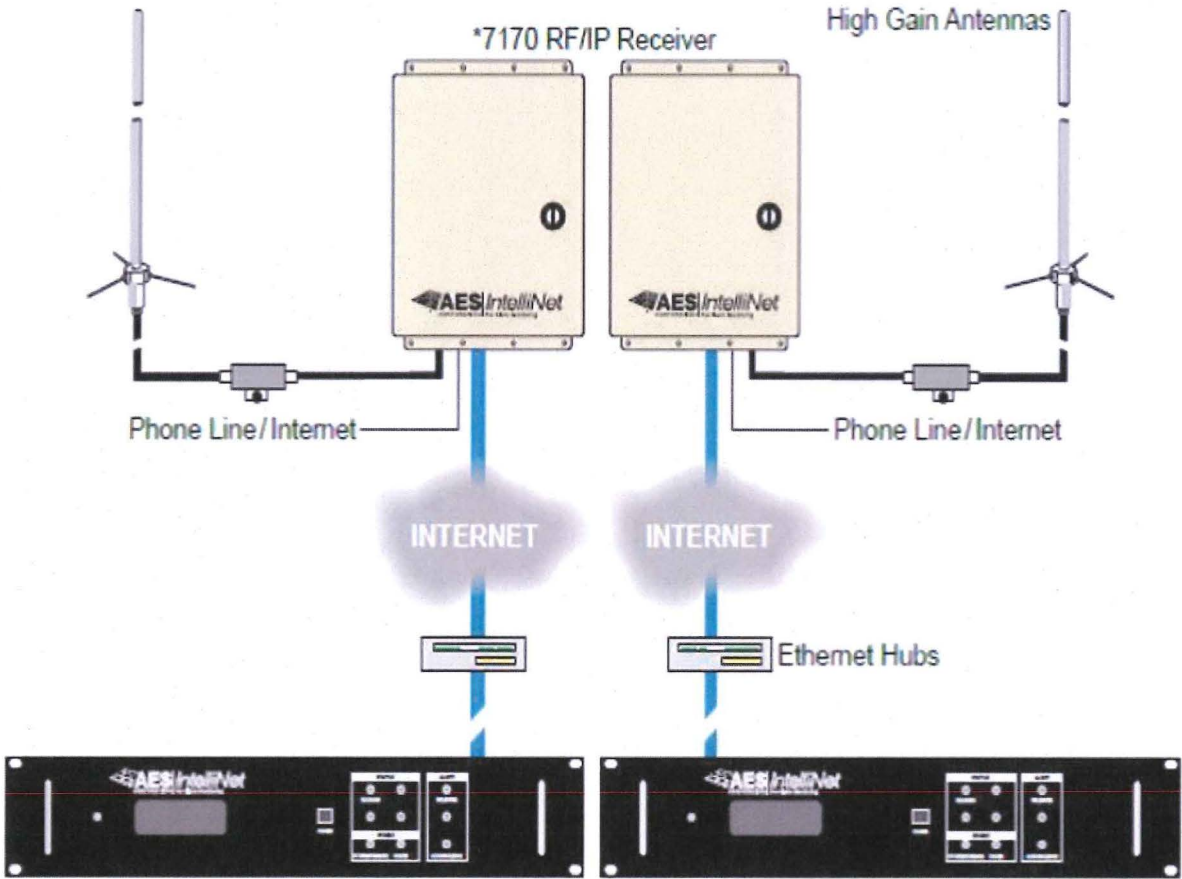
### Network Strength & Redundancy:

Guardian Security has developed our AES network over the last 20 years with a focus on ensuring triple redundancy in our private AES network. This has been achieved historically by constant and consistent monitoring of weak spots within our own network through our unique network monitoring tools and leveraging IP links to ensure the quality of signalization. Unlike many third party central stations Guardian owns, operates, provides maintenance and network health analysis of our own network without having to leverage third party alarm companies or dealers. In ensuring our model of triple redundancy Guardian has put in place two backup



AES remote central stations complete with AES receivers at our Bellingham and Yakima offices, to support our Central Station located in Seattle, we can continue to confidently expand our AES network and offerings to our end user subscribers. IP links are a critical component to having a healthy AES network and managing the network traffic. Paired with our remote IP links we also utilize the Hybrid AES radios, 7177 Hybrid 2.0 models) which provide dual functionality in providing monitoring to our end user subscribers while also acting as a network bridge in conjunction with our IP links, effectively extending coverage to harder to reach remote areas.

**IP Links:** A major component of the AES Multi-net receiver system, 7170 RF/IP remote receivers (IP LINKS), connects AES radio networks across a broad geographic area to Central Station creating an effective solution to multiply the transceiver capacity within Guardian's network to reach the more remote locations as well as expand the total geographic coverage.



The IP links we utilize are all capable of transmitting the network signals to our central station via IP connectivity. Guardian has taken this several steps further. We utilize and retain ownership of our IP addresses and have the ability to seamlessly transfer our IP links from one service provider to another in a few clicks of a mouse from a remote location.

In addition to the IP retransmission of the signals we also have failsafe roll over cellular transmission means, utilizing cradle points, direct to our central station. This ensures in the event of any telecommunication failures that we have a solid backup transmission pathway. To create the triple redundancy in just our IP links alone, we utilize two cradle points for each IP link, leveraging two separate cellular carriers to help transport the signal.

In short, if our IP providers lose, cancel or drop service coverage we can quickly move our IP link transmission to another IP provider within moments. If both IP providers are down our IP links will seamlessly rollover to cellular transmission. If one of our cellular providers goes down we can seamlessly rollover to a backup provider.

**Hybrid Radios:** The 7177 Hybrid AES radio is a great option in remote areas to help bridge the gaps in the network and ensure that our network connectivity remains constant. In the event of weak signal strength these hybrid AES radios will also transmit to the signal through the internet direct to one of our strategically located IP links. We also utilize these radios when we have an AES radio on our network that is experiencing a high volume of peer or retransmission traffic. This helps to ensure that the signals do not backup and are seamlessly transmitted through IP to our central station.

#### **Setup, Configuration and Pricing:**

We expect that the entire process described below can take place over the course of 45 days from acceptance of this proposal. We would like to treat this as one large project and deploy our tech(s) to Camas to complete the project over the course of a two weeks.

To bring the current pump station AES accounts on to Guardian's network will first require the deployment of a dedicated IP link. Preliminarily we have designated the Wastewater Treatment plant as the best location. To deploy an IP link effectively the site needs to have emergency backup power, and availability for telephony and network infrastructure from the telco providers.

The next step in deployment will be to test each of the existing AES communicators for the pump stations and assess signal strength for the Camas network. If signal strength is not at the level that matches our best practices we will then select additional sites to deploy a hybrid AES radio communicator that functions as an alarm communicator and IP link. This will bolster the overall strength of the network but is only needed if the desired signal strength cannot be achieved. Guardian will bear the cost of upgrading any of the existing radios with a Hybrid AES/IP link radio on an as needed basis. While this is all taking place Guardian will setup all of the AES accounts, current and future (as needed), in our Central Station. Once the network strength has been solidified we will cut-over the existing AES radios to the Guardian network.

Non-existing AES accounts: for any of the additional accounts the City of Camas would like to have monitored via AES, we will initiate site surveys and data gathering upon acceptance of this proposal. We will build out the accounts and install needs into a single project and address the new AES installations as part of the previous two steps. The below sections is an example of how we manage the individual AES installations currently:

#### **Phase 1: Planning and engineering**

***Many of the below steps will be conducted simultaneously to ensure expedient and efficient installations.***

- Schedule project management meeting with City of Camas appropriate points of contact to review process and timeline requirements.
- Site surveys at each location to answer and/or address the following:
  - Location of radio installation within facility.
  - Panel types and capabilities for wireless AES monitoring
  - Location and availability of dedicated power supply
  - Quality of signal strength at the panel and assess need for remote antennas utilizing AES network connectivity tools.
  - What ancillary devices will be required per fire code (smoke above the panel etc)
- Securing and assigning equipment required for each radio installation.
- Data Entry for the future accounts to ensure that each account/site is ready in advance of installation
- Reviewing the existing call out list with City of Camas. appropriate staff and making updates/changes as required.
- Permitting
- Filing of prevailing wage intents

#### **Phase 2: Installation**

- Work with City of Camas electrician to coordinate the installation of dedicated outlets in advance of communicator installation.
- Installation of AES radios
  - o Connect to fire panel
  - o Install smoke detector above the panel/radio
  - o Install protective security outlet covers
  - o Assess signal strength
  - o Install antennas as needed
  - o Send test signals
  - o Perform initial Q&A testing based upon NFPA 72 acceptance forms

**Phase 3: Close out, final inspections, training**

- Coordinate with AHJ for all required permit inspections and acceptance tests
- Provide required permitting documentation onsite
- Provide training on remote access to online web portal for monitoring accounts
- Provide all installation closeout documents

## Installation Pricing

### AES Equipment Sales:

We will provide all of the AES equipment at cost plus 12%

Example Pricing: *(doesn't include higher gain antennas or power supplies)*

Non-UL AES radio subscriber:	\$362.00/unit
UL Fire AES radio subscriber:	\$705.00/unit

### AES Install Labor:

Each AES radio installation is a little different but on average it takes about 4 hours onsite.

Travel Rate:	<del>(\$185/hr)</del> \$115.00/hour
Install Rate:	<del>(\$185/hr)</del> \$149.00/hour

**City of Camas Responsible for any permit costs and for providing 120VAC power where needed.**

Each AES radio will require an outlet for power and on any UL fire accounts a dedicated outlet off the fire alarm system dedicated power will be required. Installation pricing does not include any local required permitting. Guardian will facilitate the permitting submittal process and final inspections and will pass through bill for the cost of the permit. We have estimated this cost in the following matrices.

The following and attached pricing matrices are intended for budget purposes on this project and are based upon information provided to Guardian from City of Camas and limited site surveys conducted by Guardian team. We believe based upon the available information that this is an accurate portrayal of the costs associated with this project. We will only bill for the time spent and equipment used and if that number comes in under the estimated amount then there will exist cost savings for the City of Camas.

**Installation Fees to Guardian for this project are estimated to be: \$21,146.00**

As this is a time and materials based project, we will provide a Guaranteed Maximum Installation Price from Guardian Security for the scope defined in this proposal:

**GMAX pricing: \$27,500.00**

**Notes and Exclusions:**

- All systems are considered to be in operational condition and any work to repair, troubleshoot customer owned fire and security systems to complete the scope of this project will be billed as a change order to the project
- All panels are to be “unlocked” by integrator responsible or the lock out codes are to be provided to Guardian, prior to onsite installation work
- Customer to help provide zone/points lists from current monitoring agency in advance of installation
- If quality of signalization at any site in this proposal is lower than the required threshold, we will install an AES hybrid radio that will communicate on the wireless network AS WELL AS through an IP connection. Customer to provide connections at location of AES installation.
  - o If an external antenna is required to facilitate quality of installation  
Guardian will work with City of Camas staff to install in the least obtrusive location and manner. Any core drilling, drywall patch and repair, man – lifts etc are not included in the cost of this proposal and will be billed in addition as a change order.
- Customer to provide any required dedicated outlets at location of installation
- Any proprietary panel programming and associated costs, required to facilitate the installation, are/is the responsibility of the City of Camas.

City of Camas Pump/Lift Stations Estimated Install Costs									
Site:	Equipment Fees	Permit Fees	Install Hours	Install Rate	Install Labor Subtotal	Travel Hours	Travel Rate	Travel Labor Subtotal	Site Total
Brady Road Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
Camas Meadows Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
Crown View Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
Fisher Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
Grand Ridge Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
(HARL) Hills at Round Lake	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
Hillshire Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
Hunters Ridge Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
LaCamas Creek Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
LaCamas Meadows Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
LaCamas Shores Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
Larkspur Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
Lower South Prune Hill	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
Main Pump Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
Oak Park Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
One Stop Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
Parker Estates Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
Prune Hill Park Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
Stone Leaf Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
Sunningdale Gardens Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
Two Creeks Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
West Camas Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
Winchester Hills 1 Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
Winchester Hills 2 Station	\$0.00	\$0.00	1.5	\$149.00	\$223.50	1.50	\$115.00	\$172.50	\$396.00
Wastewater Treatment Plant	\$0.00	\$0.00	2	\$149.00	\$298.00	1.50	\$115.00	\$172.50	\$470.50
(Sub-account) 232nd Ave Station	\$0.00	\$0.00	0	\$149.00	\$0.00	0.00	\$115.00	\$0.00	\$0.00
(Sub-account) Goodwin Rd Station	\$0.00	\$0.00	0	\$149.00	\$0.00	0.00	\$115.00	\$0.00	\$0.00
(Sub-account) Ledbetter Rd Station	\$0.00	\$0.00	0	\$149.00	\$0.00	0.00	\$115.00	\$0.00	\$0.00
<b>TOTALS:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$38.00</b>	<b>\$4,172.00</b>	<b>\$5,662.00</b>	<b>37.5</b>		<b>\$4,312.50</b>	<b>\$9,974.50</b>

Camas City Sites- Estimated AES Install Costs											
Site:	Panel Type:	Equipment Fees	Permit Fees	Install Hours	Install Rate	Install Labor Subtotal	Travel Hours	Travel Rate	Travel Labor Subtotal	Site Total	
City Hall / Fire Station #41	Simplex 4010 (Dia	\$705.00	\$424.00	5	\$149.00	\$ 745.00	1.50	\$115.00	\$172.50	\$2,046.50	
Public Library	EST 2	\$965.00	\$424.00	4	\$149.00	\$ 596.00	1.50	\$115.00	\$172.50	\$2,157.50	
Operations Center	Radionics 9112	\$890.00	\$424.00	5	\$149.00	\$ 745.00	1.50	\$115.00	\$172.50	\$2,231.50	
Police Department	Radionics D9124	\$705.00	\$424.00	4	\$149.00	\$ 596.00	1.50	\$115.00	\$172.50	\$1,897.50	
Fire Station #43	Silent Knight 5208	\$0.00	\$0.00	2	\$149.00	\$ 298.00	1.50	\$115.00	\$172.50	\$470.50	
Lacamas Lake Lodge	Notifier NFS-50	\$0.00	\$0.00	2	\$149.00	\$ 298.00	1.50	\$115.00	\$172.50	\$470.50	
Fire Station #42	Simplex 4005	\$705.00	\$424.00	4	\$149.00	\$ 596.00	1.50	\$115.00	\$172.50	\$1,897.50	
<b>TOTALS:</b>		<b>\$3,970.00</b>	<b>\$2,120.00</b>	<b>26</b>	<b>\$1,043.00</b>	<b>\$3,874.00</b>	<b>10.5</b>		<b>\$1,207.50</b>	<b>\$11,171.50</b>	



## 2022 Citizen Appointments

Item 11.

<b>Board/ Committee/ Commission</b>	<b>Term</b>	<b>Full Name</b>	<b>Appointment</b>	<b>Term Expiration</b>
Parks & Recreation Commission	3-year term	Brittany Grahn	Reappointment	12/31/2024
Salary Commission	4-year term	Sheila Schmid	Reappointment	12/31/2025

STATE OF WASHINGTON}

# OATH OF OFFICE

County of Clark

} SS.  
}

*I, **MARILYN BOERKE**, do solemnly swear (or affirm) that I am a Citizen of the United States and of the State of Washington; that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington, and will to the best of my judgment, skill and ability, truly, faithfully, diligently and impartially perform the duties of the office of **COUNCIL - WARD NO. 1, POSITION NO. 2, CITY OF CAMAS**, in and for Clark County, Washington, as such duties are prescribed by law, so help me God.*

\_\_\_\_\_  
Marilyn Boerke

*Subscribed and sworn to before me this **20<sup>th</sup>** day of **December 2021**.*

\_\_\_\_\_  
Shawn R. MacPherson

STATE OF WASHINGTON}

County of Clark

} ss.  
}

# OATH OF OFFICE

I, **TIM HEIN**, do solemnly swear (or affirm) that I am a Citizen of the United States and of the State of Washington; that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington, and will to the best of my judgment, skill and ability, truly, faithfully, diligently and impartially perform the duties of the office of **COUNCIL - WARD NO. 2, POSITION NO. 2, CITY OF CAMAS**, in and for Clark County, Washington, as such duties are prescribed by law, so help me God.

\_\_\_\_\_  
Tim Hein

Subscribed and sworn to before me this **20<sup>th</sup>** day of **December 2021**.

\_\_\_\_\_  
Shawn MacPherson

STATE OF WASHINGTON}

# OATH OF OFFICE

County of Clark        } ss.  
                                  } |

*I, **LESLIE LEWALLEN**, do solemnly swear (or affirm) that I am a Citizen of the United States and of the State of Washington; that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington, and will to the best of my judgment, skill and ability, truly, faithfully, diligently and impartially perform the duties of the office of **COUNCIL - WARD NO. 3, POSITION NO. 2, CITY OF CAMAS**, in and for Clark County, Washington, as such duties are prescribed by law, so help me God.*

\_\_\_\_\_  
Leslie Lewallen

*Subscribed and sworn to before me this **20<sup>th</sup>** day of **December 2021**.*

\_\_\_\_\_  
Shawn R. MacPherson



# Staff Report

December 20, 2021 Council Regular Meeting

Resolution 21-016 Revised Position Description for the Public Works Department

Presenter: Jennifer Gorsuch, Administrative Services Director

Time Estimate: 5 minutes

Phone	Email
360.817.7013	jgorsuch@cityofcamas.us

**BACKGROUND:** At the December 6<sup>th</sup> Council Workshop staff presented a proposed change in position title for the Public Works Operations Supervisor. The new title will be Public Works Operations Manager. The salary for this position will remain the same. The position will become an FLSA exempt position and as a Manager will be entitled to receive 40 hours of administrative leave, consistent with the other Managers at the city.

**SUMMARY:**

With the departure of a longtime employee in this position, staff reviewed the position description and duties and believe updating the title is merited. A review of comparable jurisdictions shows that the current salary is generally in line with the labor market; however, based on the scope and expectations of this position it is very difficult to find a realistic comparison. Staff is proposing to leave the salary the same at this time and post the position to look for interested candidates assuming a salary review will be completed for non-represented staff in the near future.

**EQUITY CONSIDERATIONS:**

**What are the desired results and outcomes for this agenda item?** The desired result is to recruit the proper position and ensure its comparability in the labor market.

**What's the data? What does the data tell us?** The data from comparable entities shows that both the position title and the proposed salary is valid.

**How have communities been engaged? Are there opportunities to expand engagement?**  
N/A

**Who will benefit from, or be burdened by this agenda item?** N/A

**What are the strategies to mitigate any unintended consequences?** N/A

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

***Will this agenda item improve ADA accessibilities for people with disabilities? N/A***

***What potential hurdles exists in implementing this proposal (include both operational and political)? N/A***

***How will you ensure accountabilities, communicate, and evaluate results? N/A***

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

**BUDGET IMPACT:** This change has no budget impact.

**RECOMMENDATION:** Staff recommends Resolution 21-016 be approved by Council.

RESOLUTION NO. 21-016

A RESOLUTION adopting a revised position in the Public Works Department

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

I

There is hereby created in the Public Works Department a new position entitled Public Works Operations Manager. Such position is a revision of the Public Works Operations Supervisor position. This position shall be a non-represented position, entitled to the benefits provided in the non-represented handbook, including 40 hours annual administrative leave, and shall perform such duties as shall be outlined in any job description proscribed by the City, as may be revised from time to time. The position description is attached hereto as Exhibit "A" and shall be effective as of December 1, 2021.

II

PASSED BY the Council and approved by the Mayor this 20<sup>th</sup> day of December, 2021.

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

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

APPROVED as to form:

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

**PUBLIC WORKS OPERATIONS MANAGER**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

**JOB OBJECTIVES**

Under general direction, to manage, supervise personnel and coordinate the maintenance, construction and repair of City buildings, streets, parks, cemetery and storm sewer systems, including city owned dams, and supervise and provide direct support to the equipment rental division as needed. This position will also coordinate the budget, long-range planning activities, and be responsible for the regulatory compliance of the Section, including emergency management and safety compliance activities. The Operations Manager will coordinate assigned activities with other managers, outside agencies and the public and provide highly responsible and complex staff assistance to the Public Works Director including project management and reporting to the City Administrator, Mayor and City Council regarding the assigned areas of work. This position reports directly to the Public Works Director and may, at the Director's discretion, assume overall management of the Department when the Director is absent.

**ESSENTIAL FUNCTION STATEMENTS**

*The following tasks are typical for positions in this classification. Any single position may not perform all these tasks and/or may perform similar related tasks not listed here:*

Coordinate the organization, staffing and operational activities for the maintenance, construction and repair of City buildings, streets, parks, cemetery and storm sewer systems. Supervise and provide support to equipment rental staff as needed.

Perform all duties in accordance with City of Camas policies and practices, and all applicable State statutes.

Participate in the development and implementation of goals, objectives, policies and priorities for the department; recommend and implement resulting policies and procedures.

Identify opportunities for improving service delivery methods and procedures; identify resource needs; review with appropriate management staff; implement improvements.

Direct, coordinate and review the work plan for assigned maintenance, repair and construction services and activities; assign work activities and projects; monitor workflow; review and evaluate work products, methods and procedures; meet with staff to identify and resolve problems.

Implement, manage and monitor annual pavement preservation program, including overlays, slurry seals, crack seals, and other related preventative maintenance activities.

Manage, oversee, coordinate and delegate work activities associated with: snow and ice removal; dam maintenance and operation; utility locating; traffic control devices; street light network; herbicide and pesticide applications.

Ensure adherence to safe work practices and procedures and act as the Operations Center safety coordinator ensuring safety compliance and training.



Act as the emergency management coordinator for the Operations Center and work closely with the Director, Fire Department, Police Department and various utility companies when needing to respond to such things as snow events, floods, and high winds.

Respond to public inquiries in a courteous manner; provide information within the area of assignment; resolve complaints in an efficient and timely manner.

Estimate time, materials and equipment required for jobs assigned; requisition materials as required.

Maintain records and prepare reports regarding work activities and material usage.

Direct and assist in the preparation of grant applications, loan applications, permits, and capital improvement plans for long term capital and department budgets.

Select, train, motivate and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and recommend termination procedures.

Participate in the development and administration of assigned program budget; forecast funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; recommend adjustments as necessary.

Perform project management functions for operations related projects. Identify needs, develop scope and budgets, obtain professional services support, manage contracts and oversee completion of assigned projects.

Maintain, oversee and coordinate the development of new and existing asset management systems for the assigned areas of work. Use data to inform decisions on day-to-day activities, plan future work, and make policy recommendations to the Director.

Provide staff assistance to the Director and act as Director in absence of same as directed; participate on a variety of committees; prepare and present staff reports and other correspondence as appropriate and necessary.

Attend and participate in department meetings. Organize and conduct regular Section staff meetings. Attend and participate in Department Head Leadership Meetings in the absence of the Public Works Director as assigned.

Establish and maintain partnerships and interagency agreements with outside agencies and organizations, including but not limited to the Downtown Camas Association, Chamber of Commerce, Washington State Department of Transportation, and the Camas School District.

### **AUXILIARY FUNCTION STATEMENTS**

Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of public works maintenance and construction.

Follow all safety rules and procedures established for work area.

Perform related duties and responsibilities as required.

## **QUALIFICATIONS**

### **Knowledge of:**

Operations, services and activities of a public works department.

Collective Bargaining Agreements and general practices of supervising and working with employees that are members of a Union.

Modern and complex principles and practices of streets, parks, facilities and storm sewer system design, maintenance, construction and repair.

Methods and techniques of pavement management including street cutting, asphalt replacement, crack and chip sealing and street sweeping.

Principles and practices of storm water management including NPDES Phase II reporting requirements.

Principles and practices of snow and ice removal.

Principles and practices of traffic control methods and maintenance of related devices.

Principles of budget preparation and administration and purchasing and procurement of supplies, materials, vendors and consultants.

Principles of leadership, supervision, training and performance evaluation.

Principles and practices of asset management, including knowledge of asset and maintenance management software.

Principles and practices of project management, including general engineering practices.

Occupational hazards and standard safety precautions.

Pertinent Federal, State and local laws, codes and regulations.

### **Ability to:**

Supervise, direct and coordinate the work of lower-level staff.

Select, train, motivate and evaluate staff.

Coordinate and manage various maintenance and construction projects within the area of assignment.

Oversee and administer the safety program for Operations Center.

Respond to requests and inquiries from the public. Interpret and explain City construction, maintenance and repair policies and procedures.

Maintain accurate records and clearly and concisely communicate both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Make responsible decisions under pressure.

Work independently on multiple tasks.

**Education and Experience Guidelines**

*Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education:**

Equivalent to a Bachelor’s degree from an accredited college or university with major course work in business, public administration, construction management, engineering or a related field.

**Experience:**

Five years of increasingly responsible experience in maintenance or construction, including three years of administrative, supervisory and management responsibility of public works maintenance, projects and staff.

**License or Certificate**

Valid Driver’s License

Project Management Professional (PMP) highly desired

Certified Public Works Professional Management or APWA Institute graduate highly desired

**PHYSICAL DEMANDS AND WORKING CONDITIONS**

*The physical demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.*

**Environment:** Office and field environment; travel from site to site; exposure to noise, dust, grease, smoke, fumes, gases, inclement weather conditions; exposure to computer screens.

**Mobility:** Walking, standing or sitting for prolonged periods of time; heavy, moderate or light lifting; operating motorized equipment and vehicles; use of computer keyboard

**Vision:** Visual acuity to perform maintenance functions and operate equipment; visual acuity to review written materials and computer screens.

**Other Factors:** Incumbents may be required to work extended hours including evenings and weekends and to travel outside City boundaries to attend meetings.



# Staff Report

December 20, 2021 Council Regular Meeting

Non-Represented Employee Vacation/PTO Carryover and Cashout

Presenter: Jennifer Gorsuch, Administrative Services Director

Time Estimate: 5 minutes

Phone	Email
360.817.7013	jgorsuch@cityofcamas.us

**BACKGROUND:** At the December 6 Council Workshop Meeting, Interim City Administrator Jeff Swanson discussed with Council the issue of non-represented employees being over the maximum accruals of vacation/PTO at the end of 2021 and the possibility of carryover or cashouts for those employees.

**SUMMARY:** Non-represented City employees are limited on the vacation/paid time off (PTO) accruals that can be carried over from one calendar year to the next. The leave caps are outlined in the Non-Represented Employee Handbook and in policy, previously adopted by Council.

Last year, due to COVID, it was difficult for many of these essential employees to take time off and Council approved a carryover of leave into 2021. While most employees have been able to take time off, there still are some that will lose leave at the end of 2021 due to operational needs.

Non-represented staff have requested that they be allowed to either carryover or cashout the leave balance above the maximum to bring them to the maximum carryover limit.

**EQUITY CONSIDERATIONS:**

**What are the desired results and outcomes for this agenda item?** The desired result is to ensure non-represented employees do not lost the accrued leave they have earned, but were unable to use in 2021.

**What's the data? What does the data tell us?** N/A

**How have communities been engaged? Are there opportunities to expand engagement?**  
N/A

**Who will benefit from, or be burdened by this agenda item?** N/A

**What are the strategies to mitigate any unintended consequences?** N/A

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

***Will this agenda item improve ADA accessibilities for people with disabilities?*** N/A

***What potential hurdles exists in implementing this proposal (include both operational and political)?*** N/A

***How will you ensure accountabilities, communicate, and evaluate results?*** N/A

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

**BUDGET IMPACT:** Depending on the choice of the employee, the budget impact will likely be approximately \$35-40k.

**RECOMMENDATION:** Staff recommends that Council amend the Non-Represented Employee Handbook to allow employees to carryover or cashout their excess vacation/PTO at the end of 2021.