



City Council Regular Meeting Agenda Monday, March 06, 2023, 7:00 PM Council Chambers, 616 NE 4th AVE

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

To observe the meeting (no public comment ability)

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

To participate in the meeting (able to public comment)

- go to <https://us06web.zoom.us/j/86142615087>

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

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

CONSENT AGENDA

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

1. [February 17, 2023 Camas City Council Vacancy Interviews Special Meeting Minutes and February 21, 2023 Camas City Council Workshop and Regular Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [NW Sierra Street Pavement and ADA Improvements Clark and Sons Excavating, Inc. Final Acceptance \(Submitted by James Carothers, Engineering Manager\)](#)
4. [\\$184,029 Carollo Engineers Water-Sewer Economic Development Support Services \(Submitted by Steve Wall, Public Works Director\)](#)
5. [Interlocal Agreement with Vancouver, WA for Job Order Contract Number 101036 \(Submitted by Steve Wall, Public Works Director\)](#)
6. [Interlocal Agreement with Vancouver, WA for Job Order Contract Number 101035 \(Submitted by Steve Wall, Public Works Director\)](#)
7. [\\$88,020 Stantec Lacamas Lake Dam Gates Replacement Professional Services Agreement \(Submitted by Will Noonan, Public Works Operations Manager\)](#)

8. [2023-2025 HVAC Preventive Maintenance and Repairs Contract \(Submitted by Will Noonan, Public Works Operations Manager\)](#)

NON-AGENDA ITEMS

9. Staff
10. Council

MAYOR

11. Mayor Announcements
12. [Red Cross Month Proclamation](#)
13. [Women's History Month Proclamation](#)

MEETING ITEMS

14. [HSR Capital \(Webberley Property\) Annexation Request](#)
[Presenter: Alan Peters, Community Development Director](#)
[Time Estimate: 10 minutes](#)
15. [Resolution No. 23-001 Accepting the Terms of the Local Agency Agreement for the Citywide Horizontal Curves Safety Project](#)
[Presenter: James Carothers, Engineering Manager](#)
[Time Estimate: 5 minutes](#)
16. [Ordinance No. 23-002 Condemning Land for the NW 38th Avenue Improvements Project](#)
[Presenter: Shawn MacPherson, City Attorney and James Carothers, Engineering Manager](#)
[Time Estimate: 10 minutes](#)

PUBLIC COMMENTS

CLOSE OF MEETING



City Council Vacancy Interviews Minutes - Draft
Friday, February 17, 2023, 4:00 PM
Council Chambers, 616 NE 4th AVE

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

SPECIAL MEETING

CALL TO ORDER

Mayor Steve Hogan called the meeting to order at 4:00 p.m.

ROLL CALL

Present: Council Members Marilyn Boerke, Bonnie Carter, Don Chaney, Tim Hein, Leslie Lewallen, and John Nohr

Staff: Carrie Davis, Jennifer Gorsuch, Mitch Lackey, Shawn MacPherson, Alan Peters, Doug Quinn, Heather Rowley, and Connie Urquhart

Press: Kelly Moyer, Camas-Washougal Post-Record

MEETING ITEMS

1. Candidate Interviews for City of Camas Council Member, Ward 3:
 - Jennifer Senescu
 - Randal Friedman
 - Megan Bynum
 - Larry Larimer
 - John Svilarich
 - Stephen Dabasinskas

The City Council interviewed each applicant.

2. Executive Session – Topic: Applicant Qualifications (RCW 42.30.110)

Mayor Hogan recessed the meeting at 5:12 p.m.

The City Council met in Executive Session regarding the qualifications of the applicants. Elected officials present were Mayor Hogan and Council Members Boerke, Carter, Chaney, Hein, Lewallen, and Nohr. Also present was City Attorney Shawn MacPherson and City Administrator Doug Quinn.

Mayor Hogan reconvened the meeting at 5:42 p.m

The following Roll Call Vote was taken:

- Lewallen – Senescu
- Hein – Senescu

- Chaney – Senescu
- Carter – Larimer
- Boerke – Svilarich
- Nohr - Larimer

Mayor Hogan recessed the meeting at 5:45 p.m.

The City Council met in Executive Session regarding the qualifications of the applicants.

Mayor Hogan reconvened the meeting at 6:00 p.m.

The following Roll Call Vote was taken:

- Boerke – Senescu
- Hein – Senescu
- Lewallen – Senescu
- Nohr – Larimer
- Carter – Larimer
- Chaney - Senescu

3. Council Vacancy Appointment

It was moved by Lewallen, and seconded, to appoint Jennifer Senescu to the vacated Council Member Ward 3 position of Camas City Council term ending November 28, 2023. The motion carried unanimously.

CLOSE OF MEETING

The meeting closed at 6:04 p.m.



City Council Workshop Meeting Minutes
Tuesday, February 21, 2023, 4:30 PM
Council Chambers, 616 NE 4th AVE

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

CALL TO ORDER

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

ROLL CALL

Present: Council Members) Bonnie Carter, Don Chaney, Tim Hein, Leslie Lewallen, and Marilyn Boerke (joined at 5:26 pm)

Excused: Council Member John Nohr

Guest: Council Member Appointed Jennifer Senescu

Staff: Heidi Bealer, Tony Collver, Carrie Davis, Shaun Ford, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Mitch Lackey, Trang Lam, Robert Maul, Will Noonan, Alan Peters, Doug Quinn, Bryan Rachal, Connie Urquhart, and Steve Wall

Press: No members of the press were

PUBLIC COMMENTS

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

No one from the public commented.

WORKSHOP TOPICS

1. Job Order Contracting Interlocal Agreements with City of Vancouver
Presenter: Steve Wall, Public Works Director

Wall provided an overview of job order contracting. Discussion ensued. This item will be placed on the March 6, 2023 Consent Agenda for Council's consideration.

2. Water and Sewer Economic Development Support Services
Presenter: Steve Wall, Public Works Director

Wall provided an overview. Discussion ensued. This item will be placed on the March 6, 2023 Consent Agenda for Council's consideration.

3. Lacamas Lake Dam Gates Replacement Design Services
Presenter: Will Noonan, Public Works Operations Manager

Noonan provided an overview of the gate replacement project. This item will be placed on the March 6, 2023 Regular Meeting agenda for Council's consideration.

4. 2023-2025 HVAC Preventive Maintenance and Repairs
Presenter: Will Noonan, Public Works Operations Manager

Noonan provided an overview of the proposed maintenance and repairs. This item will be placed on the March 6, 2023 Regular Meeting agenda for Council's consideration.

5. HSR Capital (Webberley Property) Annexation Request
Presenter: Alan Peters, Community Development Director

Peters provided an overview of the annexation petition. Discussion ensued. This item will be placed on the March 6, 2023 Regular Meeting agenda for Council's consideration.

6. City of Camas 2022 Year-end Financial Review
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided a financial overview of 2022. Discussion ensued. This item was for Council's information only.

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

Cliff Free introduced new hire Shaun Ford, Division Chief of EMS.

COUNCIL COMMENTS AND REPORTS

Boerke commented about the Council vacancy process and welcomed Jennifer Senescu, the Council Committee assignments, and the Equity Committee. Boerke provided a reminder about the Ward 1 Town Hall Meeting and the City/Schools Meeting.

Carter attended the Library Board of Trustees, the Finance Committee, and the Port of Camas-Washougal meetings, and thanked the Ward 2 Town Hall attendees.

Chaney commented about requests for parking at the City's recreational facilities, the Camas Washougal Fire Department (CWFD) partnership, the Joint Policy Advisory Committee (JPAC), and the Council vacancy process.

Hein thanked Ward 2 Town Hall attendees, commented about the process for responding to citizens, citizen response to the Council's decision on parklets, PFAS (water test) and the utility tax. Hein attended the Finance Committee and the CTRAN meetings.

Lewallen attended dinner at CamasiWashougal Fire Department (CWFD) Station 41, the Regional Transportation Council (RTC) and Downtown Camas Association (DCA) meetings, a course about business and occupation tax (B&O), and the Ward 2 Town Hall. Lewallen commented about citizen concerns, stated that the Ward 3 Town Hall will be scheduled soon, and provided a reminder about the Parks and Recreation Commission Meeting.

Mayor welcomed Jennifer Senescu to the City Council. Mayor commented about the Association of Washington Cities (AWC) City Action Days in Olympia, future fire station location options, and City staff work plan budgeting.

PUBLIC COMMENTS

Margaret Tweet, Camas, commented via email about the City's social media guidelines, possible ballot measures for 2023, and vehicle and property theft concerns.

CLOSE OF MEETING

The meeting closed at 6:05 p.m.



City Council Regular Meeting Minutes
Tuesday, February 21, 2023, 7:00 PM
Council Chambers, 616 NE 4th AVE

NOTE: Please see the published agenda packet for item file attachments

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

OATH OF OFFICE

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

MacPherson administered the oath of office to Council Member Senescu.

ROLL CALL

Present: Council Members Marilyn Boerke, Bonnie Carter, Don Chaney, Tim Hein, Leslie Lewallen, and Jennifer Senescu

Excused: Council Member John Nohr

Staff: Heidi Bealer, Rob Charles, Tony Collver, Carrie Davis, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Mitch Lackey, Trang Lam, Robert Maul, Alan Peters, Doug Quinn, Bryan Rachal, Connie Urquhart, and Steve Wall

Press: No members of the press were present

PUBLIC COMMENTS

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

No members of the public commented.

CONSENT AGENDA

2. Camas City Council January 27-28, 2023 Special Meeting Minutes, and February 6, 2023 Workshop and Regular Meetings Minutes

3. \$1,242,778.04 Automated Clearing House and Claim Checks Numbered 153313 – 153437
4. \$140,312.72 for January 2023 Emergency Medical Services (EMS) Write-off Billings; \$121,963.70 for Monthly Uncollectable Balance of Medicare and Medicaid Accounts and \$18,349.02 for Ground Emergency Medical Transport funding.
(Submitted by Cathy Huber Nickerson, Finance Director)
5. Final Plat Approval for CJ Dens Subdivision Phase 1 (Submitted by Lauren Hollenbeck, Senior Planner)
6. \$169,900 HDR, Inc. WWTP Support Services, Task Order No. 3 (Submitted by Rob Charles, Utilities Manager)
7. \$79,502 Mott MacDonald Water Rights and Well Development Assistance (Submitted by Rob Charles, Utilities Manager)

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

NON-AGENDA ITEMS

8. Staff Miscellaneous Updates

There were no updates from staff.

9. Council

Boerke commented about Council meeting discourse. MacPherson cited the Council Policies and Procedures effort in progress with the City Clerk's Office.

MAYOR

10. Mayor Announcements

Mayor Hogan commented about the Association of Washington Cities (AWC) City Action Days Event in Olympia.

MEETING ITEMS

There were no meeting items.

PUBLIC COMMENTS

John Ley congratulated Jennifer Senescu and commented about the financial review presentation and employee unions.

CLOSE OF MEETING

The meeting closed at 7:15 p.m.

CITY OF CAMAS PROJECT NO. T1038 NW Sierra St. Pavement & ADA Improvements	PAY ESTIMATE: FOUR FINAL PAY PERIOD: 11/1/22 Through 2/28/23 ORIGINAL CONTRACT AMOUNT: \$ 1,256,131.75	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
Schedule A - NW 43rd to NW 36th Avenue											
1	Construction Surveying	LS	1	\$2,950.00	\$2,950.00	1.00	\$2,950.00		\$0.00	1.00	\$2,950.00
2	Construction Documentation (minimum bid \$25,000)	LS	1	\$25,000.00	\$25,000.00	0.00	\$0.00	1.00	\$25,000.00	1.00	\$25,000.00
3	Minor Change	LS	1	\$5,000.00	\$5,000.00	0.00	\$0.00		\$0.00	0.00	\$0.00
3A	Additional Mobilization-Milling	LS		\$1,500.00	\$0.00	1.00	\$1,500.00		\$0.00	1.00	\$1,500.00
3B	Additional Mobilization-HMA Paving	LS		\$1,500.00	\$0.00	1.00	\$1,500.00		\$0.00	1.00	\$1,500.00
3C	Paving Fabric 8-26-22	SY		\$11.25	\$0.00	66.00	\$742.50		\$0.00	66.00	\$742.50
3D	23rd AVE Intersection Patching and ReGrading	LS		\$2,460.47	\$0.00	1.00	\$2,460.47		\$0.00	1.00	\$2,460.47
3E	NW 41st AVE French Drain Relocate and Repair	LS		\$639.95	\$0.00	1.00	\$639.95		\$0.00	1.00	\$639.95
3F	NW 40th AVE Sprinkler Relocate and Repair	LS		\$362.79	\$0.00	1.00	\$362.79		\$0.00	1.00	\$362.79
3G	Additional Survey	LS		\$1,747.20	\$0.00	1.00	\$1,747.20		\$0.00	1.00	\$1,747.20
3H	New Stop Sign and Post NW 43rd AVE	LS		\$371.04	\$0.00	1.00	\$371.04		\$0.00	1.00	\$371.04
3I	PCMS Rental	LS		\$1,842.00	\$0.00	1.00	\$1,842.00		\$0.00	1.00	\$1,842.00
4	Mobilization	LS	1	\$5,000.00	\$5,000.00	1.00	\$5,000.00		\$0.00	1.00	\$5,000.00
5	Project Temporary Traffic Control	LS	1	\$11,405.00	\$11,405.00	1.00	\$11,405.00		\$0.00	1.00	\$11,405.00
6	Flaggers	HOUR	400	\$62.00	\$24,800.00	842.75	\$52,250.50		\$0.00	842.75	\$52,250.50
7	Clearing and Grubbing	LS	1	\$8,235.00	\$8,235.00	1.00	\$8,235.00		\$0.00	1.00	\$8,235.00
8	Removal of Structures and Obstructions	LS	1	\$75,000.00	\$75,000.00	1.00	\$75,000.00		\$0.00	1.00	\$75,000.00
9	Removal of Additional Cement Concrete Sidewalk	SY	10	\$109.00	\$1,090.00	60.50	\$6,594.50		\$0.00	60.50	\$6,594.50
10	Removal of Additional Cement Concrete Curb	LF	20	\$58.00	\$1,160.00	64.50	\$3,741.00		\$0.00	64.50	\$3,741.00
11	Roadway Excavation, Incl. Haul	CY	35	\$50.00	\$1,750.00	173.15	\$8,657.50		\$0.00	173.15	\$8,657.50
12	Removal and Replacement of Unsuitable Material	CY	100	\$35.00	\$3,500.00	0.00	\$0.00		\$0.00	0.00	\$0.00
13	Crushed Surfacing Base Course	TON	90	\$59.00	\$5,310.00	72.00	\$4,248.00		\$0.00	72.00	\$4,248.00
14	HMA CL 1/2" PG 64-22	TON	3,105	\$135.00	\$419,175.00	2,575.99	\$347,758.65		\$0.00	2575.99	\$347,758.65
15	Planing Bituminous Pavement Incl. Haul	SY	14,900	\$3.40	\$50,660.00	15,179.00	\$51,608.60		\$0.00	15179.00	\$51,608.60
16	Adjust Rim and Cover	EA	60	\$698.00	\$41,880.00	60.00	\$41,880.00		\$0.00	60.00	\$41,880.00
17	Adjust Water Meter Service and Box	EA	1	\$220.00	\$220.00	1.00	\$220.00		\$0.00	1.00	\$220.00
18	Erosion Control and Water Pollution Control	LS	1	\$3,500.00	\$3,500.00	1.00	\$3,500.00		\$0.00	1.00	\$3,500.00
19	Roadside Restoration	SY	55	\$58.00	\$3,190.00	55.00	\$3,190.00		\$0.00	55.00	\$3,190.00
20	Cement Concrete Pedestrian Curb	LF	200	\$37.00	\$7,400.00	231.00	\$8,547.00		\$0.00	231.00	\$8,547.00
21	Cement Concrete Traffic Curb and Gutter	LF	320	\$49.00	\$15,680.00	381.50	\$18,693.50		\$0.00	381.50	\$18,693.50
22	Cement Concrete Curb Ramp	SY	110	\$100.00	\$11,000.00	115.00	\$11,500.00		\$0.00	115.00	\$11,500.00
23	Cement Concrete Sidewalk	SY	55	\$100.00	\$5,500.00	103.50	\$10,350.00		\$0.00	103.50	\$10,350.00
24	Permanent Signing	LS	1	\$4,972.00	\$4,972.00	1.00	\$4,972.00		\$0.00	1.00	\$4,972.00
25	Removing Plastic Line	LF	25	\$21.00	\$525.00	0.00	\$0.00		\$0.00	0.00	\$0.00
26	Painted Double Yellow Line	LS	2,895	\$3.75	\$10,856.25	2,218.00	\$8,317.50		\$0.00	2218.00	\$8,317.50
27	Painted White Line	LF	1,325	\$1.70	\$2,252.50	1,902.00	\$3,233.40		\$0.00	1902.00	\$3,233.40
28	Plastic Crosswalk Line	SF	385	\$25.00	\$9,625.00	336.00	\$8,400.00		\$0.00	336.00	\$8,400.00
29	Plastic Stop Line	LF	100	\$26.00	\$2,600.00	99.00	\$2,574.00		\$0.00	99.00	\$2,574.00
SUBTOTAL:					\$759,235.75		\$713,992.10		\$25,000.00		\$738,992.10
Sales Tax (0%):					\$0.00		\$0.00		\$0.00		\$0.00
Total:					\$759,235.75		\$713,992.10		\$25,000.00		\$738,992.10

Schedule B - NW 23rd Ave to NW 28th Avenue Additive Alternative											
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
1	Construction Surveying	LS	1	\$3,000.00	\$3,000.00	1.0	\$3,000.00		\$0.00	1.00	\$3,000.00
2	Mobilization	LS	1	\$7,000.00	\$7,000.00	1.0	\$7,000.00		\$0.00	1.00	\$7,000.00
3	Project Temporary Traffic Control	LS	1	\$12,300.00	\$12,300.00	1.0	\$12,300.00		\$0.00	1.00	\$12,300.00
4	Flaggers	HOUR	400	\$106.00	\$42,400.00	400.0	\$42,400.00		\$0.00	400.00	\$42,400.00
5	Clearing and Grubbing	LS	1	\$9,920.00	\$9,920.00	1.0	\$9,920.00		\$0.00	1.00	\$9,920.00
6	Removal of Structures and Obstructions	LS	1	\$74,000.00	\$74,000.00	1.0	\$74,000.00		\$0.00	1.00	\$74,000.00
7	Roadway Excavation, Incl. Haul	CY	30	\$50.00	\$1,500.00	30.0	\$1,500.00		\$0.00	30.00	\$1,500.00
8	Crushed Surfacing Base Course	TON	110	\$62.00	\$6,820.00	105.0	\$6,510.00		\$0.00	105.00	\$6,510.00

CITY OF CAMAS PROJECT NO. T1038 NW Sierra St. Pavement & ADA Improvements			PAY ESTIMATE: FOUR FINAL PAY PERIOD: 11/1/22 Through 2/28/23 ORIGINAL CONTRACT AMOUNT: \$ 1,256,131.75				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
9	HMA Class 1/2" PG 64-22	TON	1,340	\$134.00	\$179,560.00	1,307.5	\$175,207.68		\$0.00	1307.52	\$175,207.68
10	Planing Bituminous Pavement Incl. Haul	SY	6,920	\$9.00	\$62,280.00	6,920.0	\$62,280.00		\$0.00	6920.00	\$62,280.00
11	High-Density Polyethylene (HDPE) Pipe 8in Diam.	LF	10	\$126.00	\$1,260.00	73.0	\$9,198.00		\$0.00	73.00	\$9,198.00
12	Catch Basin Type 1	EA	1	\$5,400.00	\$5,400.00	3.0	\$16,200.00		\$0.00	3.00	\$16,200.00
13	Adjust Rim and Cover	EA	12	\$860.00	\$10,320.00	11.0	\$9,460.00		\$0.00	11.00	\$9,460.00
14	Connection to Drainage Structure	EA	1	\$1,990.00	\$1,990.00	3.0	\$5,970.00		\$0.00	3.00	\$5,970.00
15	Erosion Control and Water Pollution Control	LS	1	\$1,170.00	\$1,170.00	1.0	\$1,170.00		\$0.00	1.00	\$1,170.00
16	Roadside Restoration	SY	45	\$61.00	\$2,745.00	45.0	\$2,745.00		\$0.00	45.00	\$2,745.00
17	Cement Concrete Pedestrian Curb	LF	220	\$31.00	\$6,820.00	217.0	\$6,727.00		\$0.00	217.00	\$6,727.00
18	Cement Concrete Traffic Curb and Gutter	LF	320	\$41.00	\$13,120.00	323.0	\$13,243.00		\$0.00	323.00	\$13,243.00
19	Cement Concrete Curb Ramp	SY	165	\$95.00	\$15,675.00	162.0	\$15,390.00		\$0.00	162.00	\$15,390.00
20	Cement Concrete Sidewalk	SY	80	\$84.00	\$6,720.00	87.0	\$7,308.00		\$0.00	87.00	\$7,308.00
21	Permanent Signing	LS	1	\$5,000.00	\$5,000.00	1.0	\$5,000.00		\$0.00	1.00	\$5,000.00
22	Painted Double Yellow Line	LS	1,200	\$4.33	\$5,196.00	1,169.0	\$5,061.77		\$0.00	1169.00	\$5,061.77
23	Plastic Crosswalk Line	SF	776	\$25.00	\$19,400.00	823.0	\$20,575.00		\$0.00	823.00	\$20,575.00
24	Plastic Stop Line	LF	100	\$33.00	\$3,300.00	113.0	\$3,729.00		\$0.00	113.00	\$3,729.00
SUBTOTAL:					\$496,896.00		\$515,894.45		\$0.00		\$515,894.45
Sales Tax (0%):					\$0.00		\$0.00		\$0.00		\$0.00
Total:					\$496,896.00		\$515,894.45		\$0.00		\$515,894.45

Change Order #1											
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
1A	8-27-22 Saturday Paving Overtime Rates	LS	0.00	\$7,253.23	\$0.00	1.00	\$7,253.23		\$0.00	1.00	\$7,253.23
1B	Asphalt Patching	LS	0.00	\$10,246.71	\$0.00	1.00	\$10,246.71		\$0.00	1.00	\$10,246.71
1C	Asphalt Paving Fabric	SY	0.00	\$11.25	\$0.00	1,895.00	\$21,318.75		\$0.00	1895.00	\$21,318.75
1D	25 MPH Thermoplastics	LS	0.00	\$6,014.44	\$0.00	1.00	\$6,014.44		\$0.00	1.00	\$6,014.44
SUBTOTAL:					\$0.00		\$44,833.13		\$0.00		\$44,833.13
Sales Tax (8.4%):					\$0.00		\$0.00		\$0.00		\$0.00
Total:					\$0.00		\$44,833.13		\$0.00		\$44,833.13

	CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
ORIGINAL CONTRACT SUBTOTAL	\$1,256,131.75	\$1,229,886.55	\$25,000.00	\$1,254,886.55
ADDITIONS / DELETIONS	\$0.00	\$44,833.13	\$0.00	\$44,833.13
SUBTOTAL	\$1,256,131.75	\$1,274,719.68	\$25,000.00	\$1,299,719.68
SALES TAX (8.4%)	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CONTRACT	\$1,256,131.75	\$1,274,719.68	\$25,000.00	\$1,299,719.68
LESS 5% RETAINAGE		(\$63,735.98)	(\$1,250.00)	(\$64,985.98)
TOTAL		\$1,210,983.70	\$23,750.00	\$1,234,733.70

Account Number: 112.76.595.300.65 THIS PAY EST: \$23,750.00

F.I.

Justin Mansrud
 Project Engineer
 2-14-2023
 Date

DocuSigned by:
Josh Clark
 Contractor
 2/7/2023
 Date

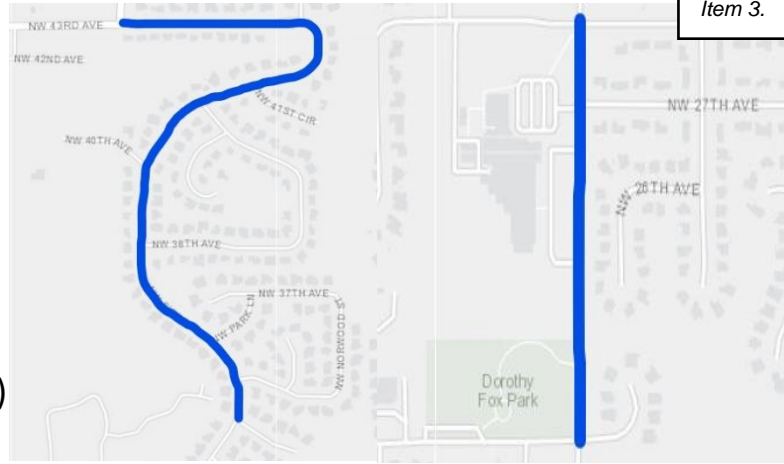
James Hodges
 Project Manager
 2/13/2023
 Date



NW Sierra Street Pavement & ADA Improvements

NW 43rd AVE to NW 36th AVE
 NW 28th AVE to NW 23rd AVE

Project Type: Pavement Preservation (Streets)
 Total Project Cost: \$1,414,035
 Project Timeline: July 2022-Oct 2022



Item 3.

NW 43rd AVE to NW 36th AVE NW 28th AVE to NW 23rd AVE

Project Description

This project was part of 2022 Pavement Preservation Program. Two segments of NW Sierra Street’s asphalt surfacing were replaced while bringing pedestrian facilities up to current ADA Standards.

Project Details and Benefits

- Extended life of a major collector route.
- Improved ADA curb ramps and pedestrian access.
- Revised roadway marking layout improves sight distance and assists with speed control.
- Value Engineering principals utilized on NW 43rd AVE to NW 36th AVE equated to \$76,400 bid item savings on asphalt while increasing roadway structural section to current arterial standards.
- Remaining section (NW 36th AVE to NW 28th AVE) of Sierra will be completed summer of 2023.

Project Funding

Project Phase	Year	Street’s Pavement Preservation	Total
Design (HHPR Inc.)	2022	\$114,315	\$114,315
Construction	2022	\$1,299,720	\$1,299,720
Total	2022	\$1,414,035	\$1,414,035
Original Budget Estimate		\$1,205,213	\$1,205,213





CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
 Camas, WA 98607

PROJECT NO. N/A

Water/Sewer Professional Services

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

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the **Water/Sewer Professional 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 **June 30, 2024**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$184,029**, under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in **Exhibit "B"**.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved within thirty (30) days of receipt. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for

a period of three (3) years after final payment. Copies shall be made available upon request.

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

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

8. Consultant's Liability Insurance.
 - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
 - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial

General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
 4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
 5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
 - g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
 - h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.
Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
 10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the

Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
 - Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
 - Civil Rights Restoration Act of 1987
(Public Law 100-259)
 - Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
 - 49 CFR Part 21
 - 23 CFR Part 200
 - RCW 49.60.180

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

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the City; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City. Notwithstanding the foregoing, the Consultant shall be entitled to keep one (1) copy of all deliverables, as well as any information that the Consultant used, relied upon and/or incorporated into the noted deliverables, in accordance with the standard of care. The Consultant shall hold all such retained information in accordance with the requirement of Section 12 herunder.

14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
 - b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
 - c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
 - d. The Contractor 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 contractor 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 contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the City for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor 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. Contractor 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 Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor 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 Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor'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:
 Steve Wall
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7234
 EMAIL: swall@cityofcamas.us
- Notices to Consultant shall be sent to the following address:
 Lara Kammereck
 Carollo Engineers, Inc.
 1200 fifth Avenue, Suite 900
 Seattle, WA 98101
 PH: 206-684-6532
 Email: lkammereck@carollo.com
21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.

22. Arbitration Clause. If requested in writing by either the City or the Contractor, the City and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.
- Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.
23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.
27. Standard of Care. The Consultant shall complete the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar circumstances, in the State of Washington.
28. City-Provided Information and Services. The City shall furnish the Consultant available studies, reports and other data pertinent to the Consultant's services; obtain or authorize the Consultant to obtain or provide additional reports and data as required; furnish to the Consultant services of others required for the performance of the Consultant's services hereunder, and the Consultant shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Consultant's services under this Agreement.
29. Access. The City shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services hereunder.
30. Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates

31. Third Parties. The services to be performed by the Consultant are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on the Consultant's performance of its services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Consultant's services hereunder.

DATED this _____ day of _____, 2023.

CITY OF CAMAS:

CAROLLO ENGINEERS, INC.:
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

**EXHIBIT “A”
SCOPE OF SERVICES**

Professional Services Request

City of Camas

SCOPE OF SERVICES

Project Background

The City of Camas (City) currently owns and operates a multi-source municipal water system that includes supply from ten groundwater wells and two surface water sources, treatment, 8.45 million gallons (MG) of storage, and 143 miles of pipelines which serve residential and commercial customers. The City has recently completed a Water System Master Plan and supporting hydraulic model that will be referenced and used in the planning evaluation.

The City currently owns and operates a wastewater collection system that collects and conveys wastewater for treatment by the City's wastewater treatment facility (WWTF). The City's collection system utilizes conventional gravity sewer with lift stations (LS) as well as Septic Tank Effluent (STE) Pumping Stations (STEP), Septic Tank Effluent Filter Systems (STEF), and Septic Tank Effluent Gravity Systems (STEG) to convey wastewater to the WWTF. A hydraulic model of the collection system and the WWTF hydraulics were created as part of the new General Sewer Plan and Facility Plan. Additionally, Carollo developed a process model of the WWTP that will be updated and utilized to evaluate the impacts of additional flow on various elements of the treatment process.

As requested, Carollo will focus our efforts on:

1. Identifying potential water resources and the required improvements to the City water system to provide sufficient supply for each phase. The evaluation will also consider the need for off-site municipal storage associated with the project demands, which will be required by State regulations and City standards.
2. Evaluating sewer collection system alternatives for both industrial and sanitary wastewater flows from the site to the City's WWTF.
3. Evaluating the ability of the existing WWTF to handle the flows and loads discharged by the proposed manufacturing processes (based on Carollo's experience). This task will require close coordination with the City to define the wastewater quality and what segregation and pretreatment may be occurring on site prior to discharging to the sewer.
4. Identifying potential permitting requirements associated with the new facilities. This effort may require coordination with the City to determine requirements and opportunities to reduce impact.

Project Assumptions

- Carollo Engineers, Inc. will be referred to as "Carollo" in this document.
- The City of Camas and its staff will be referred to as "City" in this document.
- All meetings will be held on Microsoft Teams, unless otherwise specified.
- Draft Technical Memorandum (TM) will be provided in electronic copy (PDF and/or Microsoft Word) transmitted via email or secure file transfer.
- City comments on TM will be documented in the Comment Response Log by Carollo. Carollo will prepare responses to address the comments in the Comment Response Log for the City's review and acceptance.
- Carollo will prepare an agenda, presentation materials, and document discussions, including action items and decisions, in meeting minutes for Carollo-led meetings.

- Meeting notes and related materials will be transmitted electronically in MS Word and/or PDF formats via email.
- The City will print and produce all documents as necessary for its use. Carollo will not provide any deliverables in a paper format.

Scope of Services

The goal for this project is to develop a high-level capital plan to identify infrastructure that could serve new development(s) in the City and impact both water and wastewater systems. The specific tasks required as part of the evaluation include:

- **Task 100 – Project Management**

- Monthly Progress Reports and Invoices. This subtask consists of production and implementation of the project plan, schedule, and budget. Assist the project team members in the implementation of the task items, reviewing the work-in-progress reports. Prepare and submit monthly activity reports showing current project status and identifying key issues or elements of the project that will need to be addressed in the proceeding weeks. An electronic version of the monthly progress reports will be sent to the City for review and approval. This task assumes that no hard copy of the monthly progress reports will be distributed.
- Meeting No. 1 - Kick-off Meeting. Facilitate a kick-off meeting to review project management and initial data requests. This will be combined with Task 200.
- Client Coordination.
 - Manage the consultant project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, time and budget needed to complete the project.
 - Create and maintain a working project schedule.
 - Review project status, including scope, budget, and schedule.

- **Task 200 - Collect and Analyze Project Data**

- As part of this analysis, Carollo will work with the City to identify reasonable sites or areas that new development may locate. This information will be utilized to promote development of accurate and defensible criteria for use in the evaluation.
- Carollo will work with the City to confirm the following evaluation scenarios: 2 MGD and 4 MGD additional Average Day Demand (ADD) and Dry Weather Flow (DWF).
- Similarly, Carollo will work with the City to make assumptions associated with the potential wastewater quality. Development(s) with this size of demand will represent a large percentage of the flow and load to the City's WWTF and could have a potentially significant impact on operations.

We understand the difficulty in determining the ultimate water quality for processes that are still unknown, it will be important to understand the wastewater quantity and load expectations, including both the upper and lower limits of the wastewater quality. We will use our expertise to make necessary assumptions and attempt to evaluate whatever processes are necessary given the

assumptions provided by the City for use in making an accurate assessment of the treatability of the blended wastewater feeding the City's WWTF.

- Infrastructure: Carollo will work with the City to obtain as-built drawings of existing water and wastewater infrastructure associated with the study area. Carollo will work with the City to confirm the extent of new construction allowed within existing easements along the recommended infrastructure route.
- **Task 300 – Analyze Available Water Quantity and Delivery to Development Site**
 - Carollo will update any existing information available by the City or existing Carollo records. Using the data collected in Task 200, Carollo will evaluate water rights, source capacity, storage and distribution system and determine likely pumping and storage facility locations and pipeline routes to supply the areas identified in Task 200. Carollo will utilize the City's hydraulic model to confirm distribution system capacity and infrastructure for up to two Average Day Demand (ADD) scenarios. Modeling will also review Maximum Day Demand (MDD) and impacts to fire flow availability.
 - Alternative routes will be evaluated with consideration for possible cost and construction risks, such as utility conflicts, based on available as-built information, and easements. No additional survey or field investigations will be conducted as part of this Task.
 - As part of this task, Carollo will coordinate with the City to determine the location and quantity of future water supplies to serve the new development. No specific analysis of water supply will be conducted.
 - As part of this task, Carollo will also evaluate potential options to reclaim and recycle waste flows to offset incoming City water demands, if necessary or financially beneficial.
- **Task 400 – Analyze Wastewater Conveyance from Development Site to City WWTF**
 - This task involves identifying alternatives to transfer wastewater flows from the areas identified in Task 200 to the City's WWTF.
Using the data collected in Task 200, Carollo will determine likely wastewater pipeline routes to accommodate new development of this magnitude. Carollo will develop an excel-based capacity analysis tool to determine the impact of the development to pump stations impacted by the site. The City's hydraulic model will not be used for this task. Alternative routes will be evaluated with consideration for possible cost and construction risks, such as utility conflicts, based on available as-built information, and easements. No additional survey or field investigations will be conducted as part of this Task.
 - As part of this task, Carollo will also evaluate potential options to reclaim and recycle waste flows to reduce the wastewater treatment and collection needs.
- **Task 500 – Evaluate City WWTF Capacity**
 - Carollo will define the characteristics of the industrial load: Using water quality information established in Task 200, and literature information on biodegradability of different industrial sources, estimate the chemical oxygen

demand (COD) fractionation of up to two (2) different industrial loads for use in the BioWin modeling.

- Carollo will determine impact to process capacity: Add the two industrial load scenarios developed in the above subtask to the 2035 maximum month BioWin models developed in the last planning effort to determine the impact of this load on the capacity of the plant.
- Carollo will use the hydraulic calculations for the City's wastewater treatment plant (WWTF) developed as part of the WWT Engineering Report to evaluate the hydraulic capacity of the WWTF under up to four scenarios. The purpose of the evaluation is evaluate the impact of additional flows on the WWTF. It is expected that the evaluation will be based on a comparison of WWTF capacity with and without the added flows under dry and wet weather conditions. Recommendations to expand capacity to address the insufficient processes will be identified. A meeting will be held to discuss findings for Tasks 300, 400, and 500.

- **Task 600 – Review Permitting Considerations and Requirements**

- As part of this task, Carollo will review the potential permitting requirements associated with the water and wastewater infrastructure improvements identified in the previous tasks. While the primary goal will be to identify potential impacts on the schedule to execute installation of new pipelines, pump stations and treatment plant upgrades (if required), this task will also evaluate potential modifications to the existing City WWTF treatment and discharge permits that may be driven by the projected flows.

- **Task 700 – Develop Implementation Schedule and Opinion of Probable Cost**

- Based on the results of the previous tasks, Carollo will develop a high level construction schedule with risks for implementation of the recommended infrastructure improvements. Construction sequencing opportunities will be evaluated to support optimum project schedule and cost.
- Carollo will develop a Level 5 cost estimate for the recommendations and improvements identified in the previous tasks. If there are options to be selected as part of any of the tasks, the cost for the options will be developed to support accurate and defensible decisions.
- A meeting will be held to present and discuss results and findings from Tasks 600, 700, and 800.

- **Task 800 – Draft and Final Technical Memorandum**

- Draft and Final TM summarizing evaluation criteria, recommended improvements, regulatory and permitting pathways, costs, and timelines for recommended actions.
- A high-level executive summary will be included for easy reference.

Assumptions

- The evaluation will be done for the following two scenarios for water:
 - o Scenario 1 - ADD = 2 MGD
 - o Scenarios 2 - ADD = 4 MGD
- The evaluation will be done for the following two scenarios for wastewater:
 - o Scenario 1 - DWF = 2 MGD
 - o Scenario 2 – DWF = 4MGD
- The planning demand and wastewater factors from both water and wastewater plans will be used.
- There is not expected to be any significant travel on this project and all reviews will be virtual reviews.

Deliverables List

1. Draft and Final Tech Memo summarizing evaluation criteria, recommended improvements, regulatory and permitting pathways, costs, and timelines for recommended actions.
2. A high-level executive summary will be included for easy reference.

EXHIBIT "B"
COSTS FOR SCOPE OF SERVICES
AND BILLING RATES



BUDGET - DRAFT
Additional Support
City of Camas

TASK / DESCRIPTION	Carollo Labor										Total Hours	Carollo Labor Cost	OTHER DIRECT COSTS			TOTAL COST	
	Q/M	PM/Senior	Project Professional	Staff Professional	GIS Technician	DP	PECE		Travel and Printing	Total ODC							
							\$	\$									
Tasks	\$	215	\$	194	\$	149	\$	151	\$	105							
100 Project Management	12	32		16	0	0	0	0	0	12	72	\$ 14,199		\$ 1,008	\$ 1,008	\$ 1,008	\$ 15,207
200 Collect and Analyze Project Data	2	2	4	4	8	8	0	0	0	0	16	\$ 2,889		\$ 224	\$ 224	\$ 3,113	
300 Analyze Available Water Quality and Delivery to Site	12	8	27	160	160	16	16	0	0	0	223	\$ 36,033		\$ 3,117	\$ 3,117	\$ 39,150	
400 Analyze Wastewater Conveyance from Site to City WWTF	8	6	30	94	94	12	12	0	0	0	150	\$ 24,851		\$ 2,100	\$ 2,100	\$ 26,951	
500 Evaluate City WWTF Capacity	12	20	48	184	184	6	6	0	0	0	270	\$ 44,794		\$ 3,780	\$ 3,780	\$ 48,574	
600 Review Permitting Considerations and Requirements	2	12	52	24	24	4	4	0	0	0	90	\$ 16,702		\$ 1,260	\$ 1,260	\$ 17,962	
700 Develop Implementation Schedule and Opinion of Probable Cost	4	12	24	24	80	80	4	4	0	0	124	\$ 20,698		\$ 1,736	\$ 1,736	\$ 22,434	
800 Draft and Final Summary TM	4	2	12	12	24	8	8	12	12	12	62	\$ 9,770		\$ 868	\$ 868	\$ 10,638	
Total	56	94	213	574	46	24	24	46	24	1007	\$ 169,936	\$ -	\$ 14,093	\$ 14,093	\$ 184,029		

Item 4.

EXHIBIT “C”
TITLE VI ASSURANCES

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

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

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

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

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

During the performance of this contract, the 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.*)

INTERLOCAL COOPERATIVE PURCHASE AGREEMENT

This Interlocal Cooperative Purchase Agreement (hereinafter, the “agreement”) is made by and between the City of Vancouver, Washington, a municipal corporation under the laws of the State of Washington (hereinafter referred to as "Vancouver"), with its principal place of business at 415 W 6th Street in Vancouver, Washington, and the City of Camas, Washington, a municipal corporation under the laws of the State of Washington (hereinafter referred to as "Camas"), with its principal place of business at 616 NE 4th Avenue, Camas, Washington (collectively referred to as the "parties", and individually as a “party”).

WHEREAS, Vancouver has entered into job order contract #101036 for construction services (hereinafter referred to as the “JOC Contract”) with Halbert Construction Services, LLC (hereinafter referred to as “Contractor”) commencing on November 8, 2022; and

WHEREAS, Camas wishes to utilize the terms and conditions of the JOC Contract to perform various job order projects on Camas facilities; and

WHEREAS, the Parties hereto have the authority to enter into this agreement in accordance with Chapter 39.34 RCW, the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants herein contained, the parties hereto agree as follows:

It is agreed by the parties as follows:

1. **Term.** The term of this agreement in respect to each party shall commence on the date of last signature by the parties hereto and shall remain in effect during the duration of the JOC Contract until terminated by a party as provided in paragraph 5 of this Agreement.
2. **Cooperative Purchase.** Vancouver authorizes a no cost change to the JOC Contract that the Contractor provide Camas with job order construction services on Camas facilities directly to Camas on the same terms and conditions of the JOC Contract, except that the obligations owed to the Vancouver under such agreement will be owed by Contractor to Camas including but not limited to obligations to provide performance and payment bonds for work performed and insurance endorsements that name Camas as additional insured. Contractor shall directly invoice Camas for any and all such work provided, and all work orders shall state "All work described herein provided directly to the City of Camas, Washington by the Contractor are subject to the terms and conditions of the JOC Contract, City of Vancouver Contract #101036 commencing, dated November 8, 2022. The City of Vancouver is not a party to, nor responsible for, performance of or payment for the work described in this invoice." Camas shall issue all job orders and perform all fiscal and program responsibilities for the projects to be identified by Camas. A true and correct copy of the JOC Contract agreement is attached hereto as Attachment "A" and incorporated in its entirety by this reference.
3. **Compensation and Payment.** The parties agree that the total value of all work orders issued under this agreement shall not exceed \$300,000.00 USD. The Contractor shall directly invoice Camas and Camas shall directly pay the Contractor pursuant to the payment and compensation terms identified within the JOC Contract.

4. **Financial Responsibility.** Camas shall be solely financially responsible for the payment of the purchase price of goods and services provided under the JOC contract and received by Camas under the terms of this agreement.
5. **Ownership.** Title to all items purchased by any party to this agreement shall remain in the name of such party.
6. **Termination.** Any party to this agreement may terminate its participation by giving the other party to the agreement thirty (30) days written notice of such intent to terminate.
7. **Limitations.** The parties shall not jointly acquire property or jointly budget funds under the authority of this agreement.
8. **Statutory Compliance.** Each party agrees to comply with any statutory requirements applicable to such party when acting under this agreement.
9. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement. Pursuant to RCW 39.34.030(4)(a), the administrator for this Agreement shall be determined by Vancouver.
10. **Right to Contract – Independent Action Preserved.** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
11. **Hold Harmless.** Camas specifically acknowledges that Vancouver shall have no liability or responsibility for the performance of the Contractor with respect to Camas job orders. Camas shall defend and hold Vancouver harmless from any and all claims, suits, losses, costs (including attorney's fees), and/or damages of any kind whatsoever arising out of or in any way resulting from Camas's issuance of job orders and performance by any party pursuant to same facilitated by this agreement. Vancouver makes no representations or warranties of any kind, including, without limitation regarding the contractors, performance, or terms and conditions of the JOC Contract.
12. **Entirety of Agreement.** This agreement contains or incorporates all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto.

Dated: _____

Dated: _____

For Vancouver,
CITY OF VANCOUVER,
a municipal corporation

For Camas,
CITY OF CAMAS,
a municipal corporation

Eric Holmes, City Manager

Signature

Attest:

Printed Name and Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan J. Young, City Attorney

ATTACHMENT "A"

CITY OF VANCOUVER, WA
JOB ORDER CONTRACT

CONTRACT #101036

INTERLOCAL COOPERATIVE PURCHASE AGREEMENT

This Interlocal Cooperative Purchase Agreement (hereinafter, the “agreement”) is made by and between the City of Vancouver, Washington, a municipal corporation under the laws of the State of Washington (hereinafter referred to as "Vancouver"), with its principal place of business at 415 W 6th Street in Vancouver, Washington, and the City of Camas, Washington, a municipal corporation under the laws of the State of Washington (hereinafter referred to as "Camas"), with its principal place of business at 616 NE 4th Avenue, Camas, Washington (collectively referred to as the "parties", and individually as a “party”).

WHEREAS, Vancouver has entered into job order contract #101035 for construction services (hereinafter referred to as the “JOC Contract”) with SDB Contracting Services (hereinafter referred to as “Contractor”) commencing on November 8, 2022; and

WHEREAS, Camas wishes to utilize the terms and conditions of the JOC Contract to perform various job order projects on Camas facilities; and

WHEREAS, the Parties hereto have the authority to enter into this agreement in accordance with Chapter 39.34 RCW, the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants herein contained, the parties hereto agree as follows:

It is agreed by the parties as follows:

1. **Term.** The term of this agreement in respect to each party shall commence on the date of last signature by the parties hereto and shall remain in effect during the duration of the JOC Contract until terminated by a party as provided in paragraph 5 of this Agreement.
2. **Cooperative Purchase.** Vancouver agrees to a no cost change to the JOC Contract that the Contractor provide Camas with job order construction services on Camas facilities directly to Camas on the same terms and conditions of the JOC Contract, except that the obligations owed to the Vancouver under such agreement will be owed by Contractor to Camas including but not limited to obligations to provide performance and payment bonds for work performed and insurance endorsements that name Camas as additional insured. Contractor shall directly invoice Camas for any and all such work provided, and all work orders shall state "All work described herein provided directly to the City of Camas, Washington by the Contractor are subject to the terms and conditions of the JOC Contract, City of Vancouver Contract #101035 commencing, dated November 8, 2022. The City of Vancouver is not a party to, nor responsible for, performance of or payment for the work described in this invoice." Camas shall issue all job orders and perform all fiscal and program responsibilities for the projects to be identified by Camas. A true and correct copy of the JOC Contract is attached hereto as Attachment "A" and incorporated in its entirety by this reference.
3. **Compensation and Payment.** The parties agree that the total value of all work orders issued under this agreement shall not exceed \$300,000.00 USD. The Contractor shall directly invoice Camas and Camas shall directly pay the Contractor pursuant to the payment and compensation terms identified within the JOC Contract.

4. **Financial Responsibility.** Camas shall be solely financially responsible for the payment of the purchase price of goods and services provided under the JOC contract and received by Camas under the terms of this agreement.
5. **Ownership.** Title to all items purchased by any party to this agreement shall remain in the name of such party.
6. **Termination.** Any party to this agreement may terminate its participation by giving the other party to the agreement thirty (30) days written notice of such intent to terminate.
7. **Limitations.** The parties shall not jointly acquire property or jointly budget funds under the authority of this agreement.
8. **Statutory Compliance.** Each party agrees to comply with any statutory requirements applicable to such party when acting under this agreement.
9. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement. Pursuant to RCW 39.34.030(4)(a), the administrator for this Agreement shall be determined by Vancouver.
10. **Right to Contract – Independent Action Preserved.** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
11. **Hold Harmless.** Camas specifically acknowledges that Vancouver shall have no liability or responsibility for the performance of the Contractor with respect to Camas job orders. Camas shall defend and hold Vancouver harmless from any and all claims, suits, losses, costs (including attorney's fees), and/or damages of any kind whatsoever arising out of or in any way resulting from Camas's issuance of job orders and performance by any party pursuant to same facilitated by this agreement. Vancouver makes no representations or warranties of any kind, including, without limitation regarding the contractors, performance, or terms and conditions of the JOC Contract.
12. **Entirety of Agreement.** This agreement contains or incorporates all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto.

Dated: _____

Dated: _____

For Vancouver,
CITY OF VANCOUVER,
a municipal corporation

For Camas,
CITY OF CAMAS,
a municipal corporation

Eric Holmes, City Manager

Signature

Attest:

Printed Name and Title

Natasha Ramras, City Clerk

Approved as to form:

Jonathan J. Young, City Attorney

ATTACHMENT "A"

CITY OF VANCOUVER, WA
JOB ORDER CONTRACT

CONTRACT #101035



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

616 NE 4th Avenue
Camas, WA 98607

Project No. P1018

UPPER LACAMAS LAKE DAM GATE REPLACEMENT

THIS AMENDMENT (“Amendment”) to Professional Services Agreement is made as of the 10TH day of February, 2023, by and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Stantec** hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may hereinafter be referred to collectively as the “Parties.”

The Parties entered into an Original Agreement dated August 1, 2022, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

1. **Scope of Services.** Consultant agrees to perform additional services as identified on **Exhibit “A”** (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses, for an amount not-to-exceed \$88,020.
 - 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 June 30, 2024
 - b. Unchanged from Original/Previous Contract date of _____, 20____

Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement.
3. **Payment.** Based on the Scope of Services and assumptions noted in **Exhibit “A”**, Consultant proposes to be compensated on a time and material basis per **Exhibit “B”** (Costs for Scope of Services) with a total estimated not to exceed fee of:
 - a. Previous not to exceed fee: \$85,830
 - b. Amendment No. 1 \$88,020
 - c. **Total: \$173,850**
 - d. Consultant billing rates:
 - Modification to Consultant Billing Rates per **Exhibit “C”** attached herein
 - Unchanged from Original/Previous Contract

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

DATED this _____ day of _____, 20__.

CITY OF CAMAS:

STANTEC:
Authorized Representative

By: _____

By:  _____
D084D00E85E7486...

Print Name: _____

Print Name: Richard Talley

Title: _____

Title: Vice President

Date: 2/10/2023

EXHIBIT "A"
AMENDED SCOPE OF SERVICES



Exhibit “A” Scope of Services Detailed Design of Upper Lacamas Lake Dam Gates and Lower Lacamas Lake LLO Valve Replacements

Background and Key Design Features

Located east of NE Everett St and NW Lake Rd in Camas, WA is Lacamas and Round Lake. These lakes are impounded by two concrete gravity dams near the south shore, generally referred to as the Upper Dam and Lower Dam. The Upper Dam has an LLO sluice gate, four timber spillway gates, and an uncontrolled emergency spillway. The spillway gates are operated from a single drive, that has a selector lever to choose which gate operates. The Lower Dam has a single LLO valve. All are manually operated from the respective dam crests, which are currently open to the public as they are part of the trail system.

The dams fall under the jurisdiction of the Washington Department of Ecology Dam Safety Division. Stantec performed the most recent annual inspection in September of 2022. The annual inspections have developed several dam safety recommendations. One recommendation was related to the four timber spillway gates at the Upper Dam which showed signs of decay and corrosion of carbon steel hardware. It was recommended that these noted items be replaced to prolong the life of these gates.

The City of Camas requested that Stantec provide a preliminary design for total gate replacement that will ensure minimal maintenance, reduce leakage, and provide an extended service-life. Stantec completed the preliminary design and issued a report on November 9, 2022.

The preliminary design report conceptualized two alternatives and their estimated costs. Both alternatives proposed the following work:

- (1) The spillway gate rack-and-pinion system will be replaced with electric actuators, one for each spillway gate for a total of four (4). The existing base of each electric actuator will be filled with grout.
- (2) The Upper Dam LLO gate manual actuator will be demolished and replaced with an electric actuator.
- (3) The Lower Dam LLO knife gate manual actuator will be replaced with an electric actuator. The Lower Dam LLO knife gate valve and stem will be also replaced. A bracket will be added to the existing bridge to support the stem and pedestal.



- (4) Power will be provided to each site for electric actuation via a new service drop that connects to the existing overhead utility line located West of NE Everett St. The City of Camas will be responsible for coordination of the new service drop with the local utility company, Clark Public Utilities. Stantec has provided 16 hours to support this coordination such as providing technical information to the utility as requested. The service drop will be located at the south end of the Lower Dam. Clark County Utility is responsible for developing and designing the distribution from their existing line to the service drop location. From the service drop location, a feeder will be routed to a new terminal box with two (2) new circuit breakers located at the Lower Dam to split the feed for each site. The main service feed to the Upper Dam will be routed in a combination of exposed & direct buried conduit. A main 480V distribution panel will be located at each Dam to distribute power to the new electric actuators, new welding receptacles, and a new 480V – 208/120V mini-power center for convenience power. LED flood lighting will be provided at both the Upper Dam and Lower Dam for supporting maintenance activities at nighttime. In addition, the design will include a grounding system that meets NEC requirements.
- (5) Alternative 1 allows for local operation of the electric actuators.
- (6) Alternative 2 involves the work described for Alternative 1 and also includes fiber optic cables for remote actuation of the electric actuators.
- (7) The City of Camas has chosen to proceed with only replacing the four gates and manual actuators at the Upper Dam, the actuator only on the existing knife gate at the Upper Dam with a manual actuator and the knife gate and new manual actuator at the Lower Dam only. No electrical power or remote monitoring or actuation is desired at this time. The four gate, existing knife gate and the new knife gate will all be fitted with manual actuators with hand wheels. The actuators will be specified such that a motorized adaptor can be attached in the future without modifications to the actuator. The City plans to provide power and fiber optic cables to the sites in the future and at that time, the actuators will be fitted with electrical motors, limit switches and both local and remote control features.

An allowance of 12 hours (2 structural and 10 mechanical) of engineering support has been provided for Bid Support. This budget will be used for review of the Contractor bids to ensure conformity with the design as requested by the Owner. This includes attendance at a pre-bid conference.

An allowance of 86 hours (36 structural/civil and 50 mechanical) engineering and designer support has been provided for Construction Support. This budget will be used for review of the construction submittal documents and RFIs to ensure conformity with the design as requested by the Owner. This task also includes three site visits during construction (full day) plus preparation of record drawings and O&M manuals upon completion of the work.



It is assumed that:

- Mechanical submittals (3) will include gates, valves and actuators
- Civil/structural submittals (10) will include concrete mix design, grout/mortar mix designs, miscellaneous metal work, anchorages, railings, stairs, concrete repairs, coatings, pedestrian traffic management and site restoration materials.

Scope of Work

Stantec has prepared the following scope of services to accomplish the aforementioned goals and objectives and further has determined the following tasks are necessary to complete the work. Given the simplicity of the gate and valve replacement plus the City's desired goal to complete the replacement in September of 2023, the design progression will include one interim milestone (90%) prior to bid documents. The design will be delivered in multiple progress levels as stated below.

- **Task 1 - 90% Design.** Drawings, Specifications will be provided at the 90% level of design.
- **Task 2 - Final Design.** A bid ready final set of Drawings and Specifications, will be provided as a final deliverable, incorporating any residual comments received on the 90% submission. Formal comment responses will also be provided to the 90% City comments at the time of this submission.
- **Task 3 – Bid Support.** Provide assistance in review of Contractor Construction addendum questions, attending pre-bid meeting and evaluating bids received.
- **Task 4 - Construction Support.** Provide support during construction consisting of review of construction contractor submittals and providing responses to RFI's and NCR's. Attendance at preconstruction conference, one site visit during construction and a substantial completion inspection is also included along with preparation of record drawings and O&M manuals.
- **Task 5 – Project Management.** Provide management, accounting and project controls during execution of project.



Deliverables

The following will be submitted under each task mentioned above.

- Drawings:** Stantec will submit structural and mechanical drawings for the key design features listed in the scope of services. The structural drawings will include demolition of existing spillway gates, associated hardware, and existing concrete as needed to accommodate new gates, in addition to the general layout of the new spillway gates. The mechanical drawings will include demolition of existing actuators and performance design for the replacement actuator for spillway gates, upper dam LLO gate actuator only and lower dam LLO gate and actuator. No electrical work is anticipated. The drawing list is anticipated to be as follows.

G-000 TITLE, SITE MAP AND DRAWING LIST

G-001 GENERAL NOTES

S-001 UPPER DAM SPILLWAY GATE DEMOLITION

S-002 UPPER DAM SPILLWAY GATE REPLACEMENT

M-001 UPPER DAM SPILLWAY GATE ACTUATOR LAYOUT

M-002 UPPER DAM LOW LEVEL OUTLET (LLO) GATE VALVE ELECTRIC ACTUATOR LAYOUT

M-003 LOWER DAM LOW LEVEL OUTLET (LLO) GATE VALVE ELECTRIC ACTUATOR LAYOUT

M-004 MISCELLANEOUS DETAILS

- Specifications:** City will utilize WSDOT/APWA format specifications and will be responsible for preparing the Division 0 and 1 sections and all agreements and general conditions. Stantec will only prepare technical specifications for specialty work. The following sections will be included in the design.

Section 01 10 00 Summary of Work

Section 02 41 00 Demolition and Removal

Section 05 50 00 Miscellaneous Metalwork

Section 40 05 57 Electric and Manual Actuators

Section 40 05 59 Stainless Steel Slide Gates

- Cost Estimates:** No further cost estimating services will be provided given the simplicity of the project and the recent (November 2022) estimate.
- Submittal review comments and responses to RFI's and NCR's.** It is anticipated that there will be 13 submittal packages provided by the Contractor and 5 RFIs generated. Time is estimated to be 3 hours per submittal and per RFI on average.



Schedule

The following schedule is proposed for this scope of work.

Task	Schedule
Notice to Proceed	March 1 st , 2023
90% Design	March 1 st to April 7 th , 2023
Final Design	April 24 th to May 12 th , 2023
Bid Support	June 5 th to June 23 rd , 2023
Construction Support	August 7 th to November 1 st , 2023
Project Management	March 1 st to December 31 st , 2023

Assumptions and Clarifications

- Schedule is based on an assumed Notice to Proceed (NTP) on March 1st, 2023.
- Two-week (10 working days) periods have been assumed for Owner review of the 90% submittal package.
- Design of the actuators for gates and valves will be performance-based specifications and requirements.
- Site topographical surveys will not be conducted. Base mapping shall be available imagery from public source software. Plan details will need to be field verified by bidders prior to bidding and by contractor prior to purchasing equipment. This will be noted as such on the drawings.
- All drawings will be developed using AutoCAD 2021.
- Final performance design drawings will be provided in sufficient detail for a fabrication shop to design the equipment and generate shop drawings for the manufacture of the equipment.
- We have assumed that Stantec will receive a single set of collated comments/markups from the City after each submittal.
- No face-to-face meetings or site visits are included during design phases as virtual meetings will be held instead.
- Three site visits have been planned during construction. One at the preconstruction conference, one midway through construction and one at substantial completion.

EXHIBIT "B"
AMENDED COSTS FOR SCOPE OF SERVICES



Exhibit “B”
Costs for Scope of Services
Detailed Design of Upper Lacamas Lake Dam Gates and Lower
Lacamas Lake LLO Valve Replacements

Compensation for this Scope of Work will be on a time and materials basis with a not-to-exceed limit of \$88,020 utilizing the labor rate schedule shown in Table B-1 and Other Project Direct Costs also shown in Table B-1

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

Task	Hours	Labor Fee	ODC's	Total Fees
Task 1 – 90% Design	198	\$39,600	\$0	\$35,250
Task 2 – Final Design	60	\$12,420	\$0	\$12,420
Task 3 – Bid Support	12	\$2,500	\$3,150	\$5,650
Task 4 – Construction Support	86	\$16,850	\$5,250	\$22,100
Task 5 – Project Management	48	\$8,250	\$0	\$12,600
Total Tasks 1 through 5	404	\$79,620	\$8,400	\$88,020



PUBLIC WORKS DEPARTMENT

REQUEST FOR QUOTES

AND

CONTRACT DOCUMENTS

FOR

**2023-2025 HVAC PREVENTIVE MAINTENANCE
AND REPAIRS**

December 2022

PUBLIC WORKS DEPARTMENT

REQUEST FOR QUOTES

**CITY OF CAMAS PUBLIC WORKS DEPARTMENT
2023-2025 HVAC PREVENTIVE MAINTENANCE AND REPAIRS**

Sealed proposals will be received by the City of Camas, Administrative Services, 616 NE 4th Avenue, Camas, Washington, until 1:00 p.m. on Thursday, January 5, 2023. and will then and there be publicly read.

Eligible Contractors shall be listed with MSRC Rosters on the Small Works Roster as of Monday, December 5, 2022, under Facility Construction, Repair, and Maintenance - HVAC Installation, Inspection, and Maintenance. Plans and Bid Specifications will be emailed to eligible Contractors.

A Bid Bond is not required for this project. A Contract Bond for 100% of the contract amount will be required for the awarded Contractor.

The improvement for which quotes will be received follows:

Sealed quotes in envelopes marked with the Bidder's name, Project Title and Project number will be received at the time and address noted above.

Contract Scope

This contract is for the purchase of HVAC Services for preventative maintenance and non-scheduled maintenance and repairs. This contract is only for routine preventative maintenance and repairs to restore an HVAC system to an operational state. This contract is not for upgrades, overhauls, improvements to existing systems, or new system installs. Work to be in accordance with the current version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction.

**For questions, please contact Will Noonan, Public Works Operations Manager,
(360) 817-1563 or wnoonan@cityofcamas.us at the City of Camas.**

The Contractor is obligated to pay Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County, effective January 5, 2023. Wage rates are not included in this packet. A printed copy of the wages rates are available for viewing at Camas City Hall. The City of Camas will mail a hard copy upon request. 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

Mandatory Pre-Bid Meetings

Mandatory Pre-Bid Meetings will be conducted on Friday, December 9, 2022, and Thursday, December 15, 2022. Each session will begin at 8:30 a.m. Bidders are required to attend one of the two meetings. There is no need to attend both meetings. The Pre-Bid Meetings will begin in the Camas Annex Building located at 528 NW 4th Avenue. Bidders will be provided with a list of addresses to City Facilities. Following a project overview discussion, attendees will be asked to accompany staff on a site-visit to project related locations. Bidders are responsible for their own transportation.

American Made:

In an effort to maximize the creation of American jobs and restoring economic growth, the City of Camas encourages the use of products and services that are made in the United States of America whenever and wherever possible.

Disadvantaged Businesses:

The City of Camas encourages the solicitation and recruitment, to the extent possible, of certified minority-owned (MBE), women-owned (WBE), emerging small (ESB) businesses, and other disadvantaged companies in the construction of this project.

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).

The City of Camas expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsible bidder as it best serves the interests of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.

PUBLIC WORKS DEPARTMENT

SCOPE OF WORK

2023-2025 HVAC PREVENTIVE MAINTENANCE AND REPAIRS

I. DESCRIPTION OF WORK

This contract is for the purchase of HVAC Services - preventative maintenance and non-scheduled services and repairs. This contract is only for routine preventative maintenance and repairs to restore an HVAC system to an operational state. This contract is not for upgrades, overhauls, improvements to existing systems, or new system installs. Work to be in accordance with the current version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction.

The Contractor shall provide inspection (visual and physical check/test) and repair services including, but not limited to, checking and cleaning coils; supply and replace filters; change belts as needed and approved; calibration; secure, tighten and any adjustments; cleaning; alignment; vibration; and surface preparation to prevent corrosion; check wiring and pressures for HVAC systems as listed below:

- | | |
|--------------------------------|----------------------------|
| Camas Public Library | Lacamas Lake Lodge |
| Cemetery | Municipal Annex |
| City Hall | Operations Center/Trailer |
| Community Center | Police Department |
| Fire Station 41 (at City Hall) | Washougal Fire Station |
| Fire Station 42 | Wastewater Treatment Plant |
| Fire Station 43 | |

II. QUALIFICATIONS

Contractor shall have a minimum of three (3) consecutive years of recent experience in performing the services described in these specifications. Contractor shall be fully qualified by ability, knowledge, and experience to satisfactorily perform the work required, and shall be engaged in providing HVAC Preventive Maintenance and Repairs by the use of its own trained and qualified employees and equipment, material, and supplies, except as specified in this document. Training requirements to comply with OSHA requirements may include but not limited to confined space entry.

Statement of Qualifications

Provide a statement of your company’s ability to deliver the service sought under the competitive solicitation. Please address prior experience, two (2) references, training, certifications, resources, quality management systems, and anything else that might be applicable.

Electrician Certification

Bidder shall have at a minimum one (1) employee who holds certificates of competency as at least a Journey Level Electrician per requirements of RCW [19.28](#). Provide the name(s) of any such person(s) and the copy(s) of certificate(s) with the bid.

III. BIDDING REQUIREMENTS

A Bid Bond is not required.

It is the bidder's responsibility to verify that the official City of Camas clock corresponds with their company's time clock. Late proposals will not be accepted.

The Mandatory Bidder Responsibility Criteria form included herein must be completed and submitted with your proposal form.

The bidder's attention is especially called to the following information and required forms, which must be executed in-full, as required, and submitted at the bid opening:

- **Did you complete and include the Contractor's Information Page?**
- **Did you Sign your Quote Proposal?**
- **If applicable, did you acknowledge receipt of addendums?**
- **Did you complete all of the Mandatory Bidder Responsibility Criteria?**
- **Did you provide a copy of at least one employee's Journey Level Electrician License.**
- **Did you provide a copy of your firm's Statement of Qualifications.**

IV. CONTRACT REQUIREMENTS

Emergency Service Call-Out

Under storm and/or emergency conditions (as determined by the City), operator and crew shall be available on twenty-four (24) hour notice from the City. The Contractor shall provide the City or his/her designee with telephone number(s) at which the Contractor can be reached on a twenty-four (24) hour basis. The Contractor shall arrive at the designated work site, ready to work, within two (2) hours of receiving notification. The Contractor shall give absolute preference to work requested by the City under storm and/or emergency conditions. Under these conditions, emergency rates shall apply as listed on the bid form. Additionally, any call-outs made between the hours of 4:00 p.m. and 7:00 a.m. shall be charged at emergency rates.

Prevailing Wage Law

This contract is subject to Washington State's Prevailing Wage on Public Works Act (RCW 39.12). All workers employed in the performance of any part of the work, unless exempt, according to RCW 39.12 and the rules promulgated by the Washington State Department of Labor and Industries (L&I).

Statement of Intent to Pay Prevailing Wages (Intent). Before commencing any work under this contract, Contractor (and all subcontractors) shall file with L&I for approval certifying its intent to pay prevailing wages. Contractor shall apply for an Intent at the beginning of each subsequent Calendar Year.

Affidavit of Wages Paid (Affidavit). Upon completion of the work under this contract (at the end of each Calendar Year), Contractor (and all subcontractors) shall file with L&I for approval an Affidavit of Wages Paid. Contractor shall apply for an Affidavit at the end of each subsequent Calendar Year.

No Obligation to Contract

This Bid does not obligate the City to contract for service(s), or product(s) specified herein. City reserves the right to cancel or reissue this Bid in whole or in part, for any reason prior to the issuance of a Notice of Award. The City does not guarantee to purchase any specific quantity or dollar amount. Bids that stipulate that the City shall guarantee a specific quantity or dollar amount will be disqualified (e.g., "all-or-none").

The City reserves the right to contact and utilize additional HVAC service contractors at any time for any reason.

V. 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.

VI. BIDDING DOCUMENTS

ADDENDUM #3

QUOTE PROPOSAL
2023-2025 HVAC PREVENTIVE MAINTENANCE AND REPAIRS

To the Office of the City Clerk
Camas, Washington

The undersigned hereby certifies that he has examined the specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said Plans, Specifications and contract, and the following schedule of rates and prices:

(Note: Unit prices for all items, all extensions, and total amount of quote should be shown. All entries must be typed or entered in ink.)

Table with 6 columns: Item, Quantity, Description, Unit, Unit Price, Total. Rows include Spring Service, Summer Service, Fall Service, Winter Service, Labor Rates, and a Subtotal Markup section.

Handwritten signature of the owner or authorized corporate officer.

Signature of Owner or Authorized Corporate Officer
(This is required for a valid bid.)

LISTED QUANTITIES SHALL NOT BE CONSIDERED FIRM ESTIMATES
OF REQUIREMENTS FOR THE YEAR.
QUANTITIES ARE BASED ON ANTICIPATED ANNUAL NEEDS.

* Overtime rates shall be calculated at 1.5 times the Labor Rates.

By signing the Bid Proposal, the bidder hereby declares, under penalty of perjury under the laws of the United States that the Non-Collusion Declaration and Notice to All Bidders statements, as provided in these Bid Specifications and Contract Documents, are true and correct.

The City of Camas expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsible bidder as it best serves the interests of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.

Receipt is hereby acknowledged of Addendum(s) No. (s) 1, 2 & 3.

NON-COLLUSION DECLARATION

I, by signing the Proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this Proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOT 272-036I EF

VII. TECHNICAL SPECIFICATIONS

This Contract will cover maintenance and repair of all of the HVAC equipment at City facilities identified herein. A list of the equipment to include make, model and location is provided.

Service Program for City of Camas

Equipment Description	General Tasks	Inspections per Year/Frequency
Package Units/Split Systems/Heat Pumps	Preventive Maintenance Merv-13 Filter Change Belt Change Coil Cleaner	2X 2X 1X 1X
Chiller	Large Annual Maintenance (Spring) Preventive Maintenance Oil Analysis	1X 1X 1X
Boilers	Large Annual Maintenance (Fall) Gas Analyzer	1X 1X
Pumps	Preventive Maintenance	1X
Exhaust Fans	Preventive Maintenance	1X
Thermostats	Check and Calibrate, if necessary	2X
	All Wastewater Facility Equipment	1X

HVAC Equipment List

Make	Model	Location
McKay		Camas Public Library
Bard		Cemetery
Friedrich		City Hall (not Fire Station)
Wesco		Community Center
Friedrich		Fire Station 41 (City Hall)
Lennox	C23-51/65FC-1	Fire Station 42
Payne	PA13NA060	Fire Station 43
Copeland	GSC130601CB	Fire Station 43
Lennox	CX34-62C-6F-1, CX34-62D-6F-1, CX34-25B-6F-1 and CX34-18/24B-6F-2	Lacamas Lake Lodge
ICP		Municipal Annex
Trane	UX1D100A9601A	Municipal Annex
Lennox	HS23-413-1Y	Operations Center/Trailer
Seasons 4	6MJI21-0202-TN4 0-08TD	Police Department
Copland/Payne		Washougal Fire Station
Trane	P31103709D	Wastewater Treatment Plant

Quarterly Inspections/Services

The work is to be done on a quarterly basis in the season as follows: Spring – March, Summer – June, Fall – September, and Winter – December, unless otherwise scheduled by the City.

1. Spring Inspection/Service. Schedule and perform a Pre-Cooling season maintenance service call. The following services shall be performed:
 - a. Cycle units and check pressures and refrigerant charge
 - b. Be sure condensate lines are clean and pump is working properly
 - c. Visually inspect all wiring
 - d. Check and clean the indoor and outdoor coil if needed.
2. Summer Inspection/Service. Schedule and perform the following:
 - a. Provide and replace filters, inspect belts, replace as needed
 - b. Visually inspect all wiring
3. Fall Inspection/Service. Schedule and perform a Pre-Heating season maintenance service call. Perform the following:
 - a. Cycle and check each unit for proper heating operation
 - b. Check and clean pilots and bearings if needed
 - c. Provide and replace filters, inspect belts and change if needed
 - d. Visually inspect all wiring
 - e. Inspect and service or repair gas radiant tube and space heaters
4. Winter Inspection/Service. Schedule and perform the following services:
 - a. Provide and replace filters, inspect belts, replace as needed
 - b. Visually inspect all wiring

VIII. CONSTRUCTION REQUIREMENTS

Preventive Maintenance Services

Preventive Maintenance is pre-planned, periodic, on-site inspection and testing of the HVAC system. Preventive Maintenance includes all adjustments or part replacements required to keep HVAC system in proper working order consistent with original manufacturer specifications and recommendations. Contractor shall work with City to develop regular intervals for such Preventive Maintenance service.

Non-Scheduled Services and Repairs

Non-Scheduled Services and Repairs is defined as on-site, un-scheduled maintenance and/or repair of HVAC equipment which is not operating properly and requires immediate repair or services to keep it in proper working order consistent with original manufacturer specifications and recommendations.

Manufacturer Certifications

HVAC Services shall be performed by manufacturer certified technicians properly trained and/or authorized to perform such services.

Permits

The Contractor is responsible for acquiring any and all permits related to the work being performed at the Contractor's expense.

Damages

Damage to City facilities shall be repaired by contractor at no expense to contracting agency.

Working Hours

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.

Contract Term

The period of this Contract shall be for a period of one year from its effective date. The City may, at its option, extend the Contract for up to two additional one (1) year extensions, provided, however, that either party may at any time during the life of this Contract, or any extension thereof, terminate this Contract by giving thirty (30) days' notice in writing to the other party of its intention to cancel. Contract extension shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the Contract.

Price Increase

Any increase proposed shall be submitted to the City, thirty (30) calendar days before the proposed effective date of the price increase and shall be limited to fully documented cost increases to the Contractor which are demonstrated to be industry-wide.

Pricing shall be prepared with the following terms. The City may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the City. Prices shall remain firm for the first twelve-month period of the contract.

Requests for Rate Increases must be delivered to the Public Works Operations Manager. No other employee may accept a rate increase request on behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Contract or specified within an official written change issued by Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

In order to protect the interest of the City and to give the contractor a reasonable basis for quoting, a price adjustment feature is hereby incorporated into the specifications and contract documents and shall be binding on the contractor and the City.

In submitting a bid, Contractor shall set forth the amount they will accept for the first year (12-months) in payment for the work on the Proposal Form in accordance with the contract.

IX. CONTRACT DOCUMENTS

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__, 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 **2023-2025 HVAC Preventive Maintenance and Repair**, in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

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 plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications 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 January 5, 2023.

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.

XI. 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 _____, 202__.

Contractor

Executed by the Local Agency _____, 202____.

Mayor, City of Camas

CONTRACT BOND

2023-2025 HVAC PREVENTIVE MAINTENANCE AND REPAIRS

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 **2023-2025 HVAC Preventive Maintenance and Repairs**, according to the maps, plans and 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 **completion of each Contract year**, 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.*).

~ PROCLAMATION ~

WHEREAS, the American Red Cross is a humanitarian organization that eases people's suffering during life's emergencies throughout Southwest Washington, Oregon, across the United States and around the world; and

WHEREAS, the Cascades Region and Southwest Washington Chapter of the Red Cross has a long history of helping our neighbors in need by delivering shelter, care, and hope during disasters, making our community safer with Preparedness Programs, CPR and First Aid Training, and providing lifesaving blood to our medical community; and

WHEREAS, in the Cascades Region, more than 2,500 volunteers helped the families affected by local disasters last year, such as the summer and fall wildfires, volunteers from our area and across the country provided overnight stays, meals, and snacks, relief items, emotional support and counseling, recovery planning, and other assistance; and

WHEREAS, the Red Cross continues to carry out the organization's mission of preventing and alleviating suffering; and

WHEREAS, people continue to help others in need post-pandemic, whether it was responding to home fires and other disasters or rolling up their sleeves to give more than 182,000 units of essential blood when our country faced a severe blood shortage; and

WHEREAS, after nearly 200 years since the birth of American Red Cross founder Clara Barton, we dedicate this month of March to all those who continue to advance her noble legacy and ask others to join in their commitment to care for people in need;

NOW, THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim March 2023, as:

“Red Cross Month”

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



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 6th day of March 2023.

Steve Hogan, Mayor

~ PROCLAMATION ~

WHEREAS, women of every race, class and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, in shattering glass ceilings, overcoming discrimination, harassment, and hardship, women have been bold and fearless, never giving up on the promise that with hard work and determination, nothing is out of reach and thereby widening the circle of opportunities for women and girls; and

WHEREAS, women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force; and

WHEREAS, women served as leaders at the forefront of every major progressive social change movement, not only in securing their own rights of suffrage and equal opportunity but also in other movements such as the abolitionist movement, the emancipation movement, the industrial labor movement, and the civil rights movement which supports a more fair and just society for all; and

WHEREAS, women have served our country courageously in the military and were particularly important in the establishment of early philanthropic and cultural institutions in our Nation; and

WHEREAS, despite these contributions, the role of women, especially minority women, have been consistently overlooked and undervalued in the literature, teaching, and study of American history; and

WHEREAS, in remembering the trailblazers of the past and the heroines of the present day, we honor their legacies by carrying forward the valuable lessons learned from the examples they set; and

WHEREAS, this year's theme, "Celebrating Women Who Tell Our Stories," honors the women who have been active in all forms of media and storytelling;

NOW, THEREFORE, I, Steve Hogan, Mayor of the City of Camas in the State of Washington, do hereby proclaim March 2023, as

"Women's History Month"

In the City of Camas, I call upon our residents to recognize and commend its observance.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 6th day of March 2023.

Steve Hogan, Mayor



Staff Report

March 6, 2023 Council Regular Meeting

HSR Capital (Webberley Property) Annexation Request
Presenter: Alan Peters, Community Development Director
Time Estimate: 10 minutes

Phone	Email
360.817.7254	apeters@cityofcamas.us

BACKGROUND: The Community Development Department received a petition from HSR Capital, LLC, requesting annexation of 11 properties totaling 53.39 acres into the City of Camas by the 60% petition annexation method (RCW 35A.14.120). The subject properties are located directly north of Camas High School, are bounded on three sides by Camas city limits, and are within the City’s Urban Growth Area.

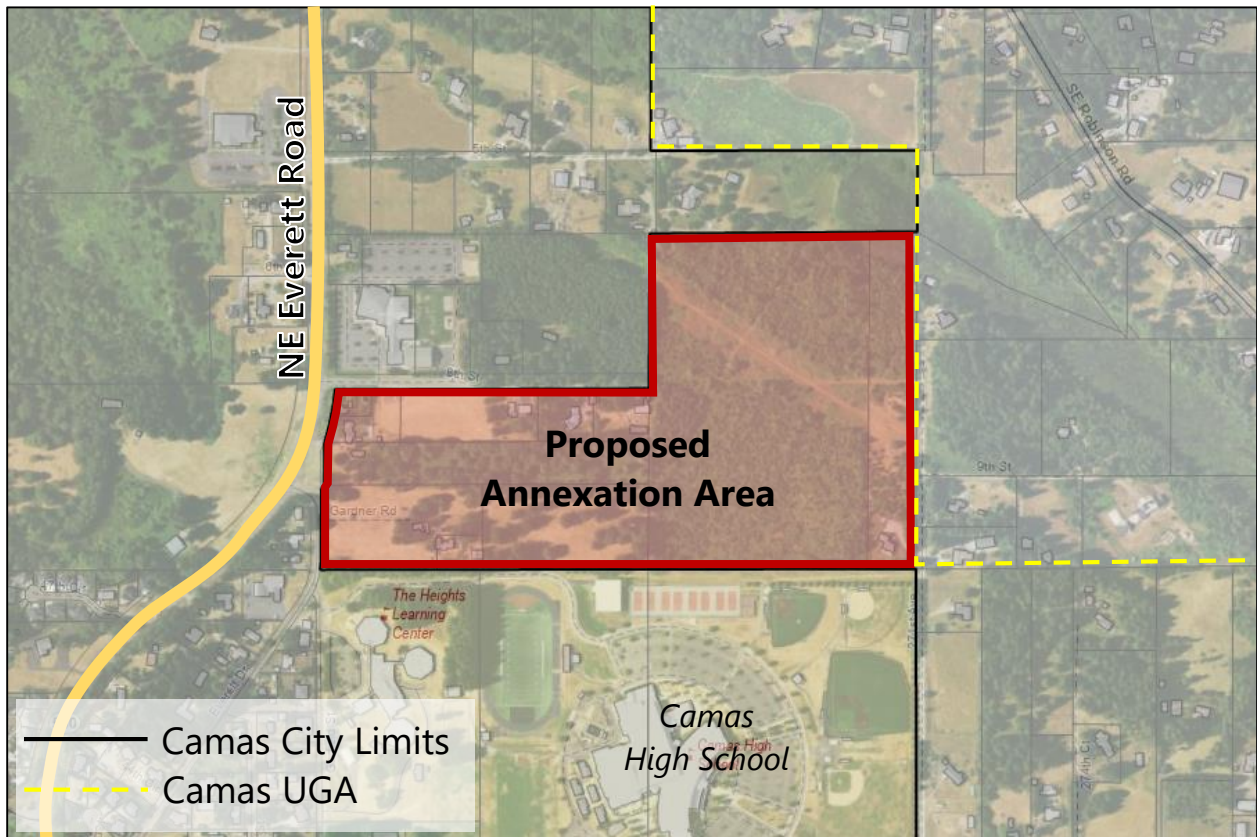


Figure 1: Location of proposed annexation area.

SUMMARY: On January 6, 2023, the Community Development Department received a notice of intention to commence annexation proceedings from HSR Capital, LLC, pursuant to the 60% petition annexation method provided for by RCW 35A.14.120. The proposed annexation area consists of 11 individual properties (see Table 1) totaling 53.39 acres. HSR Capital is the owner of parcel no. 178140-000, a 26.52-acre property formerly owned by the Webberley family.

Table 1: Properties within the proposed annexation area.

Parcel no.	Owner	Acreage	Value	% of Total Value
178105-000	Envision Group, LLC	5.03	\$515,751	4.94%
178108-000	Rekdahl Donald A & Rekdahl Shirley M Trustees	5.09	\$472,342	4.52%
178120-000	Cathy D Waller	0.96	\$633,643	6.07%
178140-000	HSR Capital, LLC	26.52	\$4,886,730	46.80%
178159-000	Rekdahl Donald A & Rekdahl Shirley M Trustees	4.36	\$478,189	4.58%
178169-000	Rekdahl Donald A & Rekdahl Shirley M Trustees	0.56	\$528,973	5.07%
178178-000	Burton F Place & Karen L Place	2.60	\$431,795	4.14%
178212-000	Janice A Ormond	0.36	\$406,599	3.89%
178216-000	Con McClure & Debra McClure	1.06	\$353,760	3.39%
178219-000	Carolyn Lee Masuoka & Jason Kurtis Bennett Masuoka	1.06	\$784,215	7.51%
178241-000	Mark Hagensen & Lori Hagensen	5.79	\$949,246	9.09%
		Total	\$10,441,243	100%

Nine of the properties are developed with single-family residences and residential accessory structures. The remaining two properties, including the 26.52-acre HSR Capital property, are undeveloped. Camas High School is located immediately to the south.

The properties are currently in Clark County's Single-family Residential (R1-6) zone with an Urban Holding (UH-10) overlay. The proposed annexation area is within Camas' Urban Growth Area and is bounded on the north, south, and west by Camas' city limits. The properties are within the newly created North Shore Subarea, and are located within four new comprehensive plan land use designations: North Shore Commercial, North Shore Multi-Family High, North Shore Single-Family

Low, and North Shore Open Space/Parks. If annexed, the properties would need to be rezoned to corresponding City zoning designations.

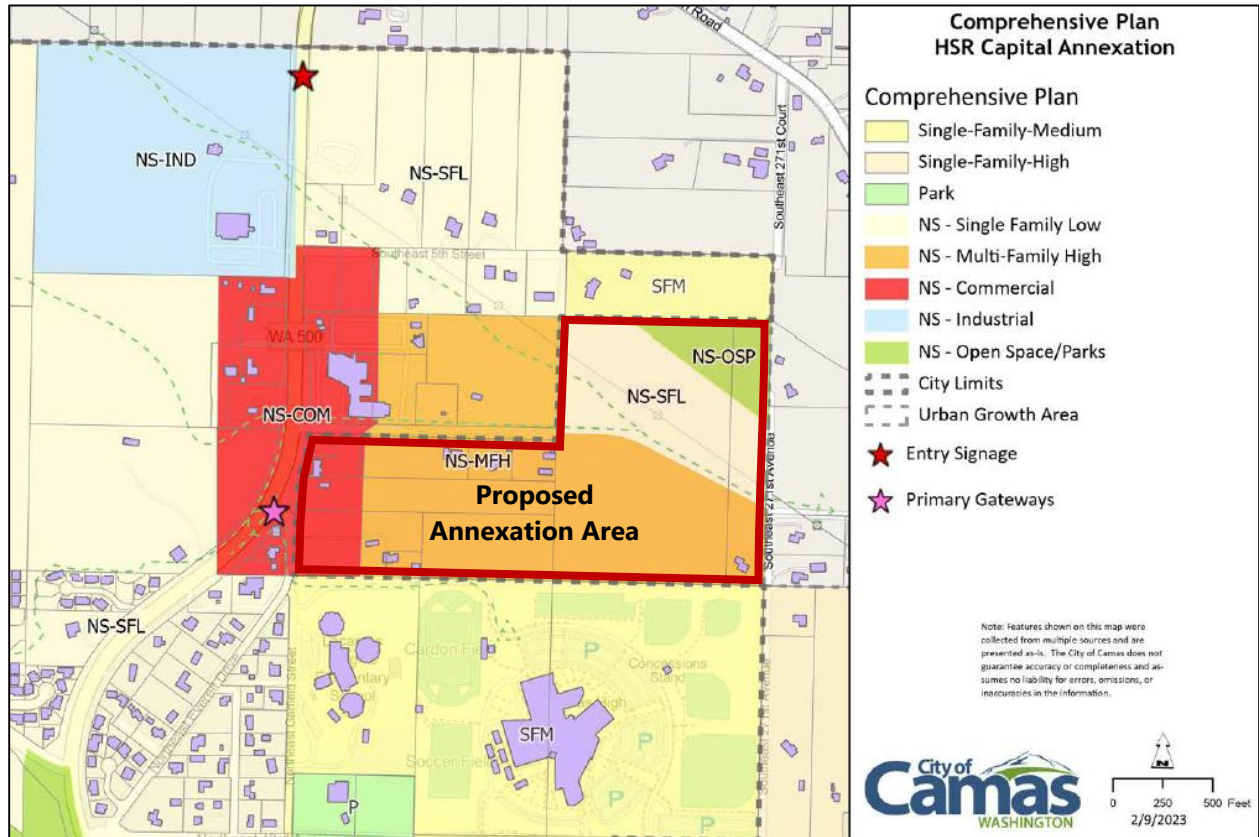


Figure 2: Comprehensive plan land use designations map.

This is a meeting with the annexation petitioners required to be held within 60 days of the filing of a notice of intent. Per RCW 35A.14.120, the purpose of this meeting is for Council to determine:

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

If Council determines at that meeting to accept the proposed annexation (with or without modifications) the next step in the process is for the initiating party to collect signatures from property owners representing at least 60% of the assessed value of the area to be annexed. If a valid petition is submitted, then Council may hold a public hearing to consider the request.

Approval by Council is a condition precedent to circulation of the petition. There is no appeal from the City Council decision.

BENEFITS TO THE COMMUNITY: The proposed annexation would help implement the Camas 2035 Comprehensive Plan and North Shore Subarea Plan by bringing lands within the City's Urban Growth Area into Camas City Limits. The City would benefit from additional commercial, residential, and open space lands.

BUDGET IMPACT: The City will be responsible to provide services to the annexed area, however; additional property tax revenues would be anticipated if the properties are further developed. There are no capital facilities projects planned in the project boundaries, so public improvements in the annexed area would need to be built by the developer at their own cost.

RECOMMENDATION: Staff recommends Council:

1. Accept the petitioner's notice of intent to commence annexation proceedings;
2. Require the simultaneous adoption of a proposed zoning regulation consistent with the North Shore Subarea Plan; and
3. Require the assumption of all existing city indebtedness by the area to be annexed.

ATTACHMENTS:

Application



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

General Application Form

Case Number:

Applicant Information

Applicant/Contact: HSR Capital, LLC (Andy Swanson) Phone: (503) 936-8514
 Address: 500 E Broadway, Suite 120 andy@hsr-capital.com
 Street Address E-mail Address
 Vancouver WA 98661
 City State ZIP Code

Property Information

Property Address: 178105-000, 178108-000, 178120-000, 178140-000, 178159-000, 178169-000, 178178-000, 178212-000, 178216-000, 178219-000, and 178241-000
 Street Address County Assessor # / Parcel #
 Camas WA 98607
 City State ZIP Code
 Zoning District Single-family Residential (RHO) Site Size 58.39 acres
 (Clark Co.)

Description of Project

Brief description:
 This application is the 10% intent to annex to annex 11 parcels into the City. HSR Capital owns Parcel 178140-000, which represents more than 10% of the total land value of the annexation area.

Are you requesting a consolidated review per CMC 18.55.020(B)? YES NO
 Permits Requested: Type I Type II Type III Type IV, BOA, Other

Property Owner or Contract Purchaser

Owner's Name: HSR Capital, LLC (Andy Swanson) Phone: (503) 936-8514
 Last First
 500 E Broadway Suite 120
 Street Address Apartment/Unit #
 E mail Address: Vanocuver WA 98661
 andy@hsr-capital.com City State Zip

Signature

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

Signature:  Date: 1/6/23

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

Date Submitted:	Pre-Application Date:	<input type="checkbox"/> Electronic Copy Submitted Validation of Fees
Staff:	Related Cases #	

Receipt # 728411
 on: 01-06-23
 by: kajowros
 Amt: \$944.00

**10% NOTICE OF INTENT
ANNEXATION TO THE CITY OF CAMAS**

We the undersigned hereby give notice of intent to the City of Camas to have our property located as described below annexed to the City of Camas. We certify that we are the legal owners of property representing at least ten percent (10%) or more of the total value of all property within the area we are asking to be annexed.

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

The legal description is as follows:
See attached legal description.

The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to process this request.

Parcel #	Sign & Print Name	Address	Date Signed
178140-000	<i>Bruce Andrew Swenson - Am M. Swenson</i>	500 Broadway Street, Suite 120 Vancouver, WA 98660	1/6/23

RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property.



BEND, OR
2777 NW Lolo Drive, Suite 150
Bend, OR 97703
(541) 317-8429
www.aks-eng.com

KEIZER, OR
3700 River Road N, Suite 1
Keizer, OR 97303
(503) 400-6028

TUALATIN, OR
12965 SW Herman Road, Suite 100
Tualatin, OR 97062
(503) 563-6151

VANCOUVER, WA
9600 NE 126th Avenue, Suite 2520
Vancouver, WA 98682
(360) 882-0419

Date: 1/5/2023
To: City of Camas Community Development Department
From: Michael Andreotti, RLA
Project Name: Webberly Annexation
AKS Job No.: 8397
Project Site: East of SR-500 and north of Camas High School
Subject: Annexation - 10% Notice of Intent

This memo is written to discuss the proposed intent to annex 11 properties into the City of Camas (City).

The Applicant is proposing annex 11 properties just north of Camas High School into the City. The properties are identified as Clark County Parcel Numbers 178105-000, 178108-000, 178120-000, 178140-000, 178159-000, 178169-000, 178178-000, 178212-000, 178216-000, 178219-000, and 178241-000. The total area proposed for annexation is ±53.39 acres and all parcels are located within the Camas Urban Growth Area (UGA) and within the recently approved North Shore Subarea boundary.

This 10 percent intent to annex is submitted by HSR Capital, LLC, who is the owner of Parcel 178140-000. This parcel is valued at \$4,886,730, which represents 46.80 percent of the total value of all parcels in the proposed annexation area. The proposed annexation is a logical step for the parcels given that are parcels to the north, south, and west are within City Limits, the parcels to the east are outside of the UGA, and the parcels are within the North Shore Subarea.

Public services, including water and sewer, are available in SR-500 on the west boundary of the annexation area. Emergency services, garbage service, and transportation infrastructure are also constructed along the area's west boundary. Extension of these public services into the annexation area are not part of a City capital project and would occur with future development of parcels within the annexation area.

A list of the properties with pertinent information is included below:

Parcel Number	Parcel Owner	Parcel Size (per GIS data)	Parcel Value	Percent of Total Value
178105-000	Envision Group, LLC 19408 NE 22 nd Circle Vancouver, WA 98684	5.03 Acres	\$515,751	4.94%
178108-000	Rekdahl Donald A & Rekdahl Shirley M Trustees 921 SE Gardner Road Camas, WA 98607	5.09 Acres	\$472,342	4.52%
178120-000	Cathy D Waller 817 SE Everett Road Camas, WA 98607	0.96 Acres	\$633,643	6.07%

178140-000	HSR Capital, LLC 500 Broadway Street, Ste 120 Vancouver, WA 98660	26.52 Acres	\$4,886,730	46.80%
178159-000	Rekdahl Donald A & Rekdahl Shirley M Trustees 921 SE Gardner Road Camas, WA 98607	4.36 Acres	\$478,189	4.58%
178169-000	Rekdahl Donald A & Rekdahl Shirley M Trustees 921 SE Gardner Road Camas, WA 98607	0.56 Acres	\$528,973	5.07%
178178-000	Burton F Place & Karen L Place 26503 SE 8 th Street Camas, WA 98607	2.60 Acres	\$431,795	4.14%
178212-000	Janice A Ormond 26209 SE 6 th Street Camas, WA 98607	0.36 Acres	\$406,599	3.89%
178216-000	Con McClure & Debra McClure 21320 NE Dole Valley Road Yacolt, WA 98675	1.06 Acres	\$353,760	3.39%
178219-000	Carolyn Lee Masuoka & Jason Kurtis Bennett Masuoka 26519 SE 8 th Street Camas, WA 98607	1.06 Acres	\$784,215	7.51%
178241-000	Mark Hagensen & Lori Hagensen 1008 SE 271 st Avenue Camas, WA 98607	5.79 Acres	\$949,246	9.09%
Total			\$10,441,243	100%



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**LEGAL DESCRIPTION
FOR
HSR CAPITAL, LLC**

ANNEXATION TO THE CITY OF CAMAS

A tract of land located in the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter all in Section 35, Township 2 North, Range 3 East of the Willamette Meridian in Clark County, Washington described as follows:

COMMENCING at the northeast corner of the Northeast Quarter of said Section 35;

Thence South 01°41'43" West, along the east line of the Northeast Quarter of said Section 35, a distance of 2656.90 feet to the southeast corner thereof;

Thence North 88°42'20" West, along the south line of the Northeast Quarter of said Section 35, a distance of 260.01 feet to a point 260.00 feet west of, when measured perpendicular to, the east line of the Northeast Quarter of said Section 35, said point being the southeast corner of that tract of land described in that Purchaser's Assignment of Contract and Deed to Mark and Lori Hagensen recorded July 13, 1995, under Auditor's File Number 9507130065, records of said county, and the POINT OF BEGINNING;

Thence North 01°41'43" East, along the east line of said Hagensen tract being parallel with the east line of the Northeast Quarter of said Section 35, a distance of 1327.97 feet to the north line of the Southeast Quarter of the Northeast Quarter of said Section 35, said point being the northeast corner of said Hagensen tract;

Thence North 88°48'38" West, along the north line of the Southeast Quarter of the Northeast Quarter of said Section 35, a distance of 1062.89 feet to the northeast corner of the Southwest Quarter of the Northeast quarter of said Section 35;

Thence South 01°31'07" West, along the east line of the Southwest Quarter of the Northeast Quarter of said Section 35, a distance of 611.05 feet to the south line of that tract of land described in that Quit Claim Deed to Clark County, Washington recorded June 5, 1957, under Auditor's File Number G219359, records of said county;

Thence North 88°54'54" West, along the south line of said Clark County tract, 1244.54 feet to the east right-of-way line of State Route 500 (SR500), said point being 75.00 east of, when measured radial to, the centerline of SR500, and said point also being on a non-tangent 1030.00-foot radius curve to the right, the center of which bears North 83°05'49" West;

Thence along said non-tangent 1030.00-foot radius curve to the right and said right-of-way line, through a central angle of 14°18'37", the chord of which bears South 14°03'30" West, 256.59 feet, and arc distance of 257.26 feet to a point 20.00 feet east of, when measured perpendicular to, the west line of the Northeast Quarter of said Section 35, said point being on the east right-of-way line of Northeast Everett Drive;

Thence South 01°20'29" West, along the east right-of-way line of Northeast Everett Drive being parallel with the west line of the Northeast Quarter of said Section 35, a distance of 419.20 feet to a point of curvature with a 306.48-foot radius curve to the right;

Thence along said 306.48-foot radius curve to the right, leaving said parallel line and continuing along the east right-of-way line of Northeast Everett Drive, said right-of-way line being 20.00 feet east of, when measured radial to the centerline of said Drive, through a central angle of 07°40'40", the chord of which bears South 05°10'49" West, 41.04 feet, an arc distance of 41.07 feet to the south line of the Northeast Quarter of said Section 35;

Thence South 88°42'20" East, along the south line of the Northeast Quarter of said Section 35, a distance of 2360.34 feet to the POINT OF BEGINNING.

Contains 53.39 acres, more or less.

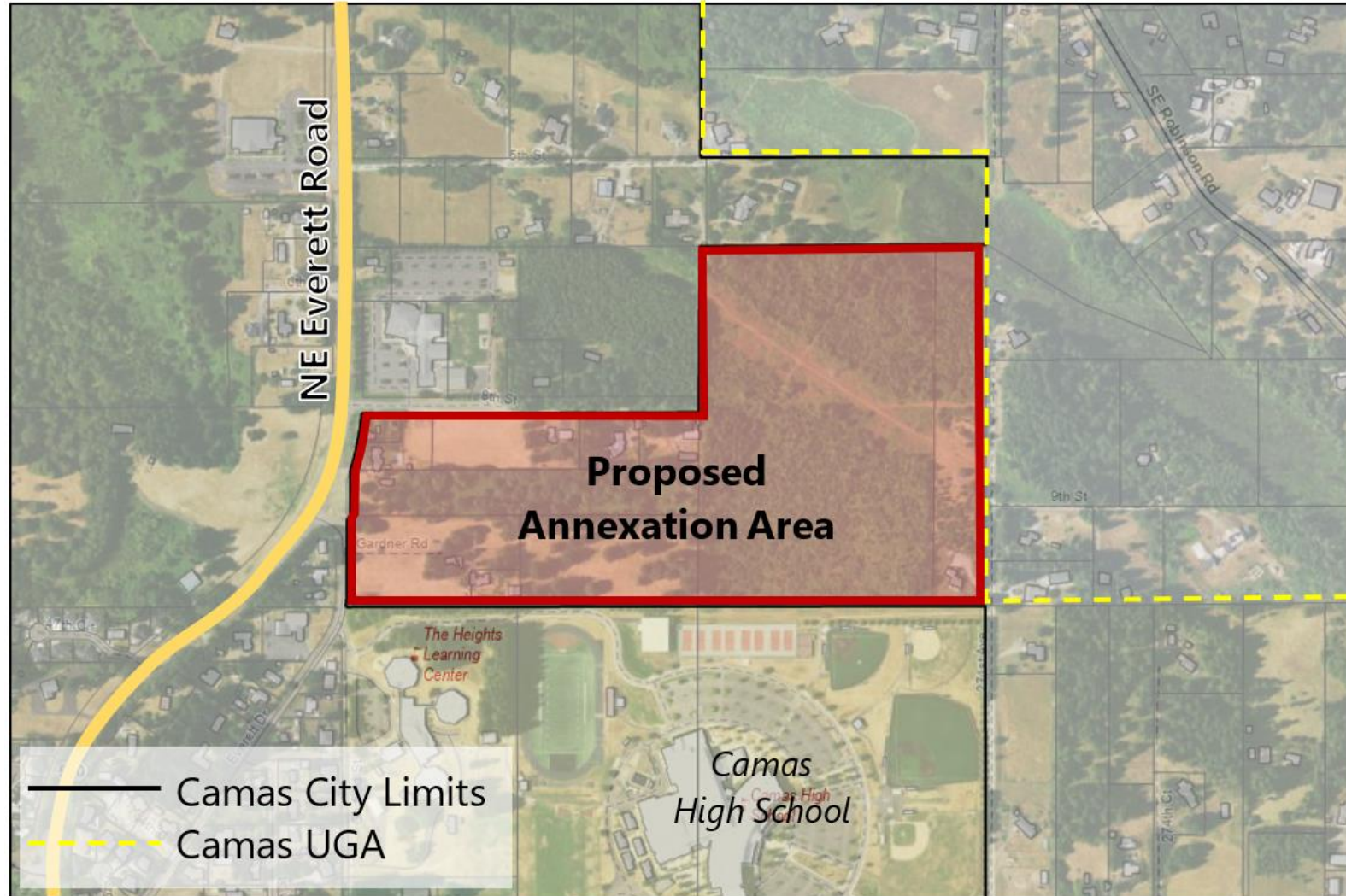


HSR Capital (Webberley Property) Annexation Request

March 6, 2023

City Council Regular Meeting

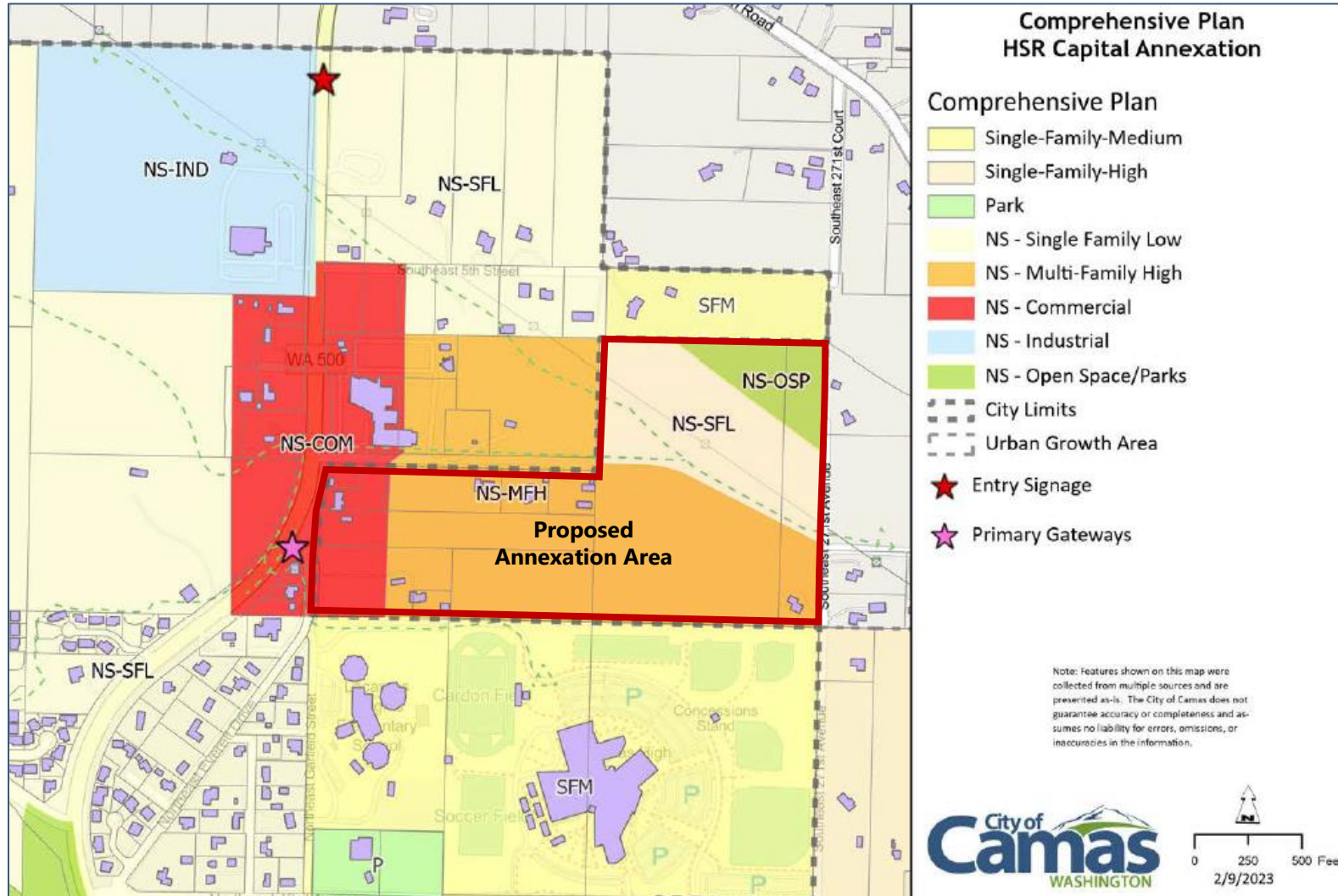
Map of Proposed Annexation Area



Properties within Proposed Annexation Area

Parcel no.	Owner	Acreage	Value	% of Total Value
178105-000	Envision Group, LLC	5.03	\$515,751	4.94%
178108-000	Rekdahl Donald A & Rekdahl Shirley M Trustees	5.09	\$472,342	4.52%
178120-000	Cathy D Waller	0.96	\$633,643	6.07%
178140-000	HSR Capital, LLC	26.52	\$4,886,730	46.80%
178159-000	Rekdahl Donald A & Rekdahl Shirley M Trustees	4.36	\$478,189	4.58%
178169-000	Rekdahl Donald A & Rekdahl Shirley M Trustees	0.56	\$528,973	5.07%
178178-000	Burton F Place & Karen L Place	2.60	\$431,795	4.14%
178212-000	Janice A Ormond	0.36	\$406,599	3.89%
178216-000	Con McClure & Debra McClure	1.06	\$353,760	3.39%
178219-000	Carolyn Lee Masuoka & Jason Kurtis Bennett Masuoka	1.06	\$784,215	7.51%
178241-000	Mark Hagensen & Lori Hagensen	5.79	\$949,246	9.09%
		Total	\$10,441,243	100%

Comprehensive Plan Map



Meeting with Initiators on the Annexation Proposal

- Following receipt of a valid notice of intent, RCW 35A.14.120 requires that Council meet with the initiating parties. The purpose of this meeting is for Council to determine:
 - **Whether the City will accept, reject, or geographically modify the proposed annexation;**
 - **Whether it shall require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed for the area to be annexed as provided for in RCW 35A.14.330 and 35A.14.340; and**
 - **Whether it shall require the assumption of all or of any portion of existing city indebtedness by the area to be annexed.**

Next Steps in Annexation Process

- If Council accepts the initial annexation proposal, the petition may be drafted and circulated.
- The petition must be signed by the owners of not less than 60% of the assessed value of the property for which annexation is petitioned.
- When a legally sufficient petition is filed, Council may consider it at a public hearing.
 - If it decides to approve, it must enact an ordinance to annex the territory (RCW 35A.14.140).
 - It may annex all or any portion of the area proposed for annexation, but may not include any property not described in the annexation petition.

Recommendation

1. Accept the petitioner's notice of intent to commence annexation proceedings;
2. Require the simultaneous adoption of a proposed zoning regulation consistent with the North Shore Subarea Plan; and
3. Require the assumption of all existing city indebtedness by the area to be annexed.



Staff Report – Resolution

March 6, 2023 Council Regular Meeting

Resolution No. 23-001 Accepting the Terms of the Local Agency Agreement for the Citywide Horizontal Curves Safety Project

Presenter: James Carothers, Engineering Manager

Time Estimate: Five minutes

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

BACKGROUND: The City applied for and received grant funding for a Citywide “Horizontal Curves Safety” project. This FHWA grant covers 100% of the cost of the project for up to \$80,000 for design, \$20,000 for right-of-way acquisition and \$260,000 for construction. It is anticipated that up to 40 arterial and collector roadway curves will be improved with reflectorized signage, markings, delineations and related appurtenances.

SUMMARY: The FHWA grant and agreement with WSDOT for the Project requires the City Council to formally accept the grant and agreement. Typically, adoption of the Budget with the project identified would be sufficient; however, this project was not included in the biennial budget and will be added in the Spring Omnibus. To advance the design ahead of a Council approved omnibus, staff has worked with the city attorney on a resolution accepting the terms of the standard Local Agency Agreement with WSDOT.

BENEFITS TO THE COMMUNITY: Citywide safety improvements to roadway curves will benefit all road users.

BUDGET IMPACT: It is anticipated that 100% of this project will be funded by the FHWA grant.

RECOMMENDATION: Staff recommends Council adopt Resolution No. 23-001.

RESOLUTION NO. 23-001

A RESOLUTION accepting the terms of the Local Agency Agreement with the Washington State Department of Transportation for the citywide Horizontal Curve Safety Improvement Project.

WHEREAS, the City has applied and been approved for certain grant funding associated with the citywide Horizontal Curve Safety Improvement Project with the Washington State Department of Transportation; and

WHEREAS, the Washington State Department of Transportation has presented a Local Agency Agreement to govern the terms of said grant funding; and

WHEREAS, receipt of said grant funding requires the City to accept and agree to comply with the applicable provisions set forth within the presented Local Agency Agreement;

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

Section I

The Council of the City of Camas hereby approves the terms of the Local Agency Agreement presented by the Washington State Department of Transportation related to the citywide Horizontal Curve Safety Improvement Project and further agrees to comply with all the applicable provisions as set forth therein.

ADOPTED at a regular meeting of the Council of the City of Camas this _____ day of March, 2023.

SIGNED: _____

Mayor

ATTEST: _____

Clerk

APPROVED as to form:

City Attorney

Local Agency Agreement

Agency City of Camas

Address 616 NE 4th Ave.
Camas, WA 98607

CFDA No. 20.205 - Highway Planning and Construction
(Catalog of Federal Domestic Assistance)

Project No.

Agreement No.

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Citywide Horizontal Curve Safety Improvements

Length Varies

Termini Citywide

Description of Work

Install horizontal curve warning signs at priority locations based on horizontal curve inventory and speed data collection and study

Project Agreement End Date 7/31/2028

Proposed Advertisement Date 7/31/2024

Claiming Indirect Cost Rate
 Yes No

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
100 % a. Agency	8,000.00		8,000.00
b. Other Consultant	72,000.00	0.00	72,000.00
Federal Aid Participation Ratio for PE			
c. Other		5,000.00	
d. State Services			
e. Total PE Cost Estimate (a+b+c+d)	80,000.00	5,000.00	80,000.00
Right of Way			
100 % f. Agency			
g. Other Consultant			
Federal Aid Participation Ratio for RW			
h. Other			
i. State Services			
j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction			
100 % k. Contract			
l. Other			
m. Other			
Federal Aid Participation Ratio for CN			
n. Other			
o. Agency			
p. State Services			
q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
r. Total Project Cost Estimate (e+j+q)	80,000.00	5,000.00	80,000.00

Agency Official

By

Title

Agency Date

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

Item 15.

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal

funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted

promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Instructions

1. **Agency Name and Billing Address** – Enter the Agency of primary interest which will become a party to the agreement.
2. **Project Number** – Leave blank. This number will be assigned by WSDOT.
3. **Agreement Number** – Leave blank. This number will be assigned by WSDOT.
4.
 - a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus
Example: (Name) “Regal Road”, (Length) “1.2 miles”, (Termini) “Smith Road to Main Street”
 - b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.
Example: “Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue.”
 - c. **Project Agreement End Date** – Enter the Project Agreement End Date (mm/dd/yy). This date is based on the project’s Period of Performance (2 CFR 200.309).
 For Planning Only projects – WSDOT recommends agencies estimate the end of the project’s period of performance and add three years to determine the “Project Agreement End Date”.
 For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”. For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
 - d. **Proposed Advertisement Date** – At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).
 - e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.
4. **Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)**
 - a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).
 *Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.
 - **Line a** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line d** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line e** – Total of lines a + b + c + d.
 - b. **Right of Way** – If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.
 *Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.
 - **Line f** – Enter the estimated amount of agency work in columns 1 through 3.
 - **Line g & h** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - **Line i** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - **Line j** – Total of lines f + g + h + i.
 - c. **Construction** – Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).
 *Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- **Line k** – Enter the estimated cost of the contract.
- **Lines l, m, & n** – Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- **Line o** – Enter estimated costs of all construction related agency work.
- **Line p** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line q** – Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

d. Total Project Cost Estimate

- **Line r** – Total Cost Estimate of the Project. Total of lines e + j + q.

*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

6. **Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.
7. **Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
 - a. **Method “A”** is used when the state administers the contract for the agency.
 - b. **Method “B”** is also used when the state administers the contract for the agency.
 - c. **Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
8. **Resolutions/Ordinances** – When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.
9. **Parties to the Agreement** – Submit one originally signed agreement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their files. The agreement is first executed by the agency official(s) authorized to enter into the agreement. It is then transmitted to the state for execution by Local Programs. The agreement is dated at the time of final execution by Local Programs.

ORDINANCE NO. 23-002

AN ORDINANCE condemning for public street purposes certain land lying within the City of Camas for the purpose of constructing and maintaining NW 38th Avenue.

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

Section I

The City Council of the City of Camas hereby makes the following findings:

- A. The City desires to undertake a street improvement project of NW 38th Avenue from NW Parker Street to Grass Valley Park (“the street improvement project”).
- B. NW 38th Avenue is classified as a regional arterial street whose function is to serve as a primary route to and from the commercially and industrially zoned properties in Grass Valley and for commuting between Camas and Vancouver.
- C. Arterial streets should have a capacity of 15,000.00 to 20,000.00 cars per day.
- D. NW 38th Avenue is currently an unimproved arterial consisting of two lanes and no improved shoulders or other related facilities, with exceptions of a paved shared use path.
- E. The street improvement project proposes to widen NW 38th Avenue to three lanes between Grass Valley Park and NW Parker Street.
- F. The street improvement project further includes construction of curbs, gutters, bike lanes, sidewalks, street lighting, median, and storm water appurtenances.
- G. The street improvement project is consistent with the City of Camas 20-Year Growth Management Plans.
- H. The property described in Exhibit “A” and depicted in Exhibit “C” attached hereto and by this reference incorporated herein about the street improvement project (“the subject real properties”).

I. The City has been unsuccessful in its attempts to acquire the subject real properties by negotiation.

J. The street improvement project constitutes a public use under the provisions of RCW 8.12.030.

K. The subject real properties are necessary for completion of the street improvement project, to wit, a perpetual easement for ingress and egress for the purpose of constructing, using, installing, repairing, and maintaining the street improvement project and adjacent streams and ditches.

L. Pursuant to RCW 8.25.290, the City published and mailed notice to the property owners of the subject real properties this ordinance authorizes to be condemned, advising such owners that a final decision condemning the required properties would be made at the March 6, 2023, Camas City Council meeting.

M. Any and all interested parties had the opportunity to address the Camas City Council on this subject at the March 6, 2023, meeting.

Section II

The City is authorized to condemn property and property interests for public improvements under RCW 8.12.030.

Section III

The City of Camas hereby condemns for public street purposes as described herein the properties described in Exhibit "A" attached hereto and by this reference incorporated herein. Condemnation of the properties is subject to the making or paying of just compensation to the owners in the manner provided by law.

Section IV

Compensation for the subject real properties shall be paid from the NW 38th Avenue Construction Fund of the City, and not by special assessment upon properties benefitted by such acquisition.

Section V

The City Attorney is hereby authorized and directed to begin and prosecute the proceedings provided by law to condemn, take, and appropriate the interests necessary to carry out the provisions of this ordinance, and is further authorized in conducting said condemnation proceedings, and for the purpose of minimizing damages, to stipulate as to the use of the properties hereby authorized to be condemned and appropriated, and as to the reservation of any right of use of the owner or any person entitled to possession of the properties, provided that such reservation does not interfere with the use of said properties as provided in this ordinance.

Section VI

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

PASSED by the Council and APPROVED by the Mayor this 6th day of March, 2023

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

Exhibit "A"
Page 1 of 1
Permanent Easement
Legal Description

Being a variable width strip of land located in the Northwest One-Quarter of Section 4, Township 1 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington, said strip of land being more particularly described as follows:

All that portion of that parcel conveyed in that Warranty Deed to Mortgage Lenders of America, Et Al as described in Auditor's File Number 5407618, Deed Records of Clark County, Washington, lying northerly and westerly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

BEGINNING at a point on the easterly right-of-way line of NW Parker Street, said point being 270.24 feet right of, when measured at right angles to the centerline of NW 38th Avenue as described in the attached Exhibit "B", said centerline at Engineers' Construction Centerline Station 10+60.53;

Thence on a straight line to a point, being 229.19 feet right of, when measured at right angles to said centerline at Engineers' Station 14+15.15;

Thence on a straight line to a point, being 149.27 feet right of, when measured at right angles to said centerline at Engineers' Station 14+18.58;

Thence on a straight line to a point on the easterly line of said Mortgage Lenders of America parcel, being 159.91 feet right of, when measured at right angles to said centerline at Engineers' Station 16+70.01;

Thence along said easterly Mortgage Lenders parcel line to a point on the southerly right-of-way line of North 38th Avenue, being 89.95 feet right of, when measured at right angles to said centerline at Engineers' Station 16+72.82;

EXCEPTING therefrom any portion of said parcel lying within the existing right-of-way of NW 38th Avenue.

EXCEPTING therefrom any portion of said parcel lying within the existing right-of-way of NW Parker Street.

Contains in all 81,312 square feet or 1.867 acres, more or less.

See Exhibit Map attached hereto.

Exhibit "B"
Page 1 of 2
NW 38th Avenue Construction Centerline Description
City of Camas Road Project Number T-1024

Being a construction centerline located in a portion of the John Hicks Donation Land Claim No. 42, the Northeast One-Quarter and the Northwest One-Quarter of Section 4, Township 1 North, Range 3 East, and the Southeast One-Quarter and the Southwest One-Quarter of Section 33, Township 2 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington, said centerline being more particularly described as follows:

BEGINNING at a 2" brass cap at the northwest corner of said John Hicks Donation Land Claim being in the existing centerline intersection of N.W. 38th Avenue and NW Parker Street, also being Construction Road Centerline Station 10+00;

Thence South 88°59'59" East, along said existing centerline of NW 38th Avenue, 188.87 feet to the beginning of a 770.00 foot radius curve to the left and being Construction Road Centerline Station PC 11+88.87;

Thence leaving said existing centerline along said curve to the left through a central angle of 02°27'16" (the chord of which bears North 89°46'23" East 32.98 feet) 32.98 feet to a point of tangency and being Construction Road Centerline Station PT 12+21.85;

Thence North 88°32'45" East, 438.32 feet to the beginning of a 770.00 foot radius curve to the right and being Construction Road Centerline Station PC 16+60.17;

Thence along said curve to the right through a central angle of 08°34'04" (the chord of which bears South 87°10'12" East 115.04 feet) 115.14 feet to a point of tangency and being Construction Road Centerline Station PT 17+75.32;

Thence South 82°53'10" East, 83.80 feet to the beginning of a 770.00 foot radius curve to the left and being Construction Road Centerline Station PC 18+59.12;

Thence along said curve to the left through a central angle of 06°06'49" (the chord of which bears South 85°56'35" East 82.12 feet) 82.16 feet to a point of tangency and being Construction Road Centerline Station PT 19+41.28;

Thence South 88°59'59" East, 433.89 feet to the beginning of a 2000.00 foot radius curve to the right and being Construction Road Centerline Station PC 23+75.17;

Thence along said curve to the right through a central angle of 01°25'56" (the chord of which bears South 88°17'01" East 49.99 feet) 49.99 feet to a point of tangency and being Construction Road Centerline Station PT 24+25.16;

EXHIBIT "B"
Page 2 of 2

Thence South $87^{\circ}34'03''$ East, 50.04 feet to the beginning of a 2000.00 foot radius curve to the left and being Construction Road Centerline Station PC 24+75.20;

Thence along said curve to the left through a central angle of $01^{\circ}25'56''$ (the chord of which bears South $88^{\circ}17'01''$ East 49.99 feet) 49.99 feet to a point of tangency and being Construction Road Centerline Station PT 25+25.19 and being on the north line of said Section 4;

Thence South $88^{\circ}59'59''$ East, along the north line of said Section 4, 1354.81 feet to the **POINT OF TERMINUS** of said construction road centerline being at Station 38+80.00, said point bears North $88^{\circ}59'59''$ West, 1210.92 feet from a 2 1/2" brass cap at the northeast corner of said Section 4.

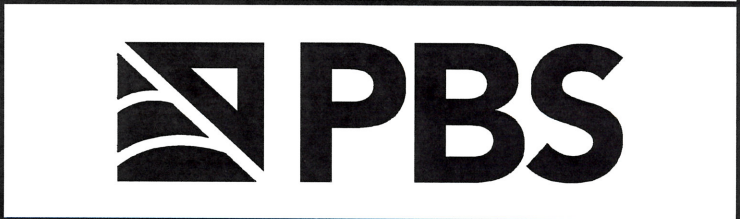
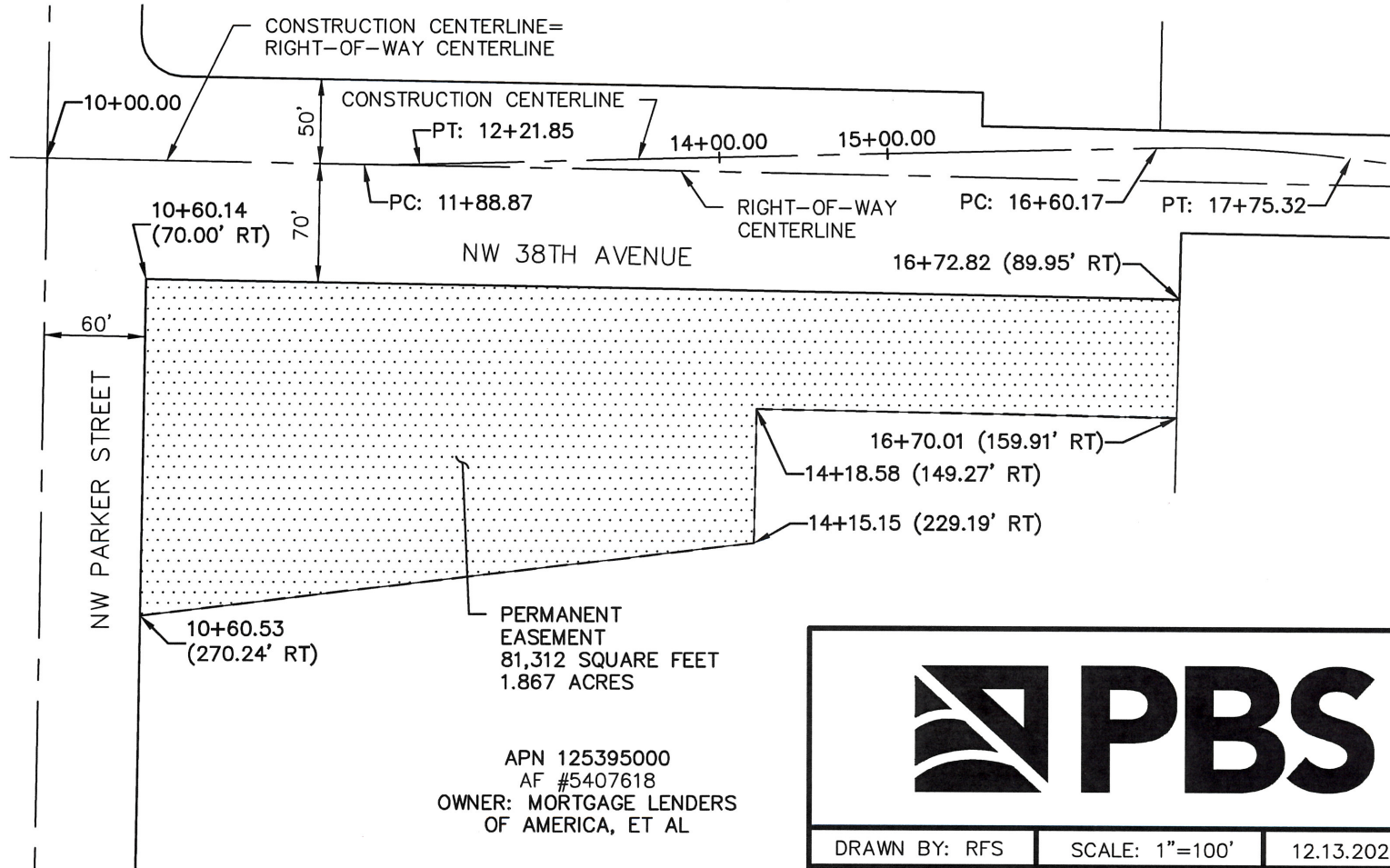
EXHIBIT "C"

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Item 16.

EXHIBIT MAP PERMANENT EASEMENT

DECEMBER 13, 2021



DRAWN BY: RFS	SCALE: 1"=100'	12.13.2021
CHECKED BY: TLG	JOB NO.: 71519.000	SHEET 1 OF 1