



**City Council Regular Meeting Agenda**  
**Monday, December 16, 2024, 4:30 PM**  
**Council Chambers, 616 NE 4th AVE**

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

**To observe the meeting** (no public comment ability)

- go to [www.cityofcamas.us/meetings](http://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/87048645195>

(public comments may be submitted to [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us))

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

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

1. [November 11, 2024 Camas City Council Workshop Regional Fire Authority Special Meeting and December 2, 2024 Camas City Council Regular and Workshop Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. \$125,247.59 for November 2024 Emergency Medical Services (EMS) Write-off Billings for Monthly Uncollectable Balance of Medicare and Medicaid Accounts (Submitted by Cathy Huber Nickerson, Finance Director)
4. [\\$6,529.24 Unpaid Final Utility Bill Write-off from Previous Property Owner or were otherwise uncollectible](#)  
(Submitted by Cathy Huber Nickerson, Finance Director)
5. [Professional Services Agreement with Daupler, Inc. for 2025 Operations Management Response Services](#)  
(Submitted by Steve Wall, Public Works Director)
6. [\\$112,201.00 to Parametrix, Inc for Private Stormwater Facility Initiative](#)  
(Submitted by Rob Charles, Utilities Manager)

7. [\\$384,632.50 Copper Mechanical Camas Police Department Mechanical Improvements Bid Award with up to 10% Change Order Authorization \(Submitted by Justin Monsrud, Engineer III\)](#)
8. [\\$104,785 AKS Engineering and Forestry Pacific Rim Drive Pavement and ADA Improvements \(Submitted by Jim Carothers, Engineering Manager\)](#)

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

9. Staff
10. Council

#### **MAYOR**

11. Mayor Announcements
12. [2025 Citizen Appointments to Boards and Commissions](#)
13. [2025 Council Assignments](#)
14. 2025 Mayor Pro Tem Appointment

#### **MEETING ITEMS**

#### **PUBLIC COMMENTS**

#### **CLOSE OF MEETING**



**City Council Special Meeting – Regional Fire Authority – Draft**  
**Thursday, November 21, 2024, 4:00 PM**  
**Council Chambers, 616 NE 4th AVE**

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

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**CALL TO ORDER**

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

**ROLL CALL**

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

Remote: Council Member Leslie Lewallen

Excused: Council Member John Nohr

Staff: Sydney Baker, Cliff Free, Shaun Ford, Cathy Huber Nickerson, Doug Quinn, Heidi Steffensen, Alicia Stevens, and Steve Wall

Press: No one from the press was present.

**WORKSHOP TOPICS**

1. Regional Fire Authority (RFA) Discussion  
Presenter: Cliff Free, Fire Chief; Shaun Ford, EMS Division Chief; and Cathy Huber Nickerson, Finance Director  
Time Estimate: 60 minutes

A resolution for this item will be placed on the December 2, 2024 City Council Regular Meeting Agenda for Council discussion.

**CLOSE OF MEETING**

The meeting closed at 5:03 p.m.



**City Council Workshop Minutes - Draft  
Monday, December 02, 2024, 4:30 PM  
Council Chambers, 616 NE 4th AVE**

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

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**CALL TO ORDER**

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

**ROLL CALL**

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

Remote: Council Member Tim Hein and Leslie Lewallen

Staff: Sydney Baker, Curleigh Carothers, Shaun Ford, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Tina Jones, Robert Maul, Alan Peters, Doug Quinn, Bryan Rachal, Heidi Steffensen, Alicia Stevens, Matthew Thorup, Connie Urquhart, and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post Record

**PUBLIC COMMENTS**

Samantha Horner, Camas, commented about fluoride.

Paul Beeber, New York, commented about fluoride.

Rick North, Massachusetts, comment about fluoride.

Bill Osmonson, Issaquah, commented about fluoride.

Beth Smith, Issaquah, commented about fluoride.

Justin Forsman, Vancouver, commented about fluoride.

Geri Rubano, Camas, commented about fluoride.

Derek Kemppainen, Battle Ground, commented about fluoride.

**WORKSHOP TOPICS**

1. NW Pacific Rim Drive Pavement and ADA Improvements Professional Services Agreement  
Presenter: James Carothers, Engineering Manager

*Meeting minutes created by Alicia Stevens.*

Time Estimate: 5 minutes

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

2. Operations Response Management Agreement with Daupler, Inc.  
Presenter: Steve Wall, Public Works Director  
Time Estimate: 10 minutes

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

3. Water System Fluoridation Update  
Presenter: Steve Wall, Public Works Director  
Time Estimate: 30 minutes

This item will be noticed for Public Hearing in 2025.

4. Updates to Utility Billing for 2025 Presentation  
Presenter: Matthew Thorup, Assistant Finance Director  
Time Estimate: 10 minutes

This item was for Council's information only.

5. Transportation Benefit District – Assumption of Powers  
Presenter: Matthew Thorup, Assistant Finance Director  
Time Estimate: 5 minutes

A Resolution for this item was placed on the December 2, 2024 City Council Regular Meeting for Council's consideration.

6. Staff Miscellaneous Updates  
Presenter: Doug Quinn, City Administrator  
Time Estimate: 10 minutes

Cathy Huber Nickerson commented about the Enterprise Asset Management module (EAM).

## **COUNCIL COMMENTS AND REPORTS**

Senescu commented about the Tree Lighting event, Walk and Knock and Wreaths Across America.

Boerke commented about the Tree Lighting and a grant received for safety improvements on 3<sup>rd</sup> Ave.

Lewallen commented about an upcoming Regional Transportation Council (RTC) meeting.

Hein commented about Wreaths Across America and (EAM).

Carter attended Library Board of Trustees meeting.

Nohr attended Strategic Planning meetings and commented about the Tree Lighting.

Svilarich attended the Downtown Camas Association (DCA) merchant meeting and commented on new businesses in Camas.

### **PUBLIC COMMENTS**

Derek Kemppainen, Battle Ground, commented about fluoride.

### **CLOSE OF MEETING**

The meeting closed at 6:11 p.m.



**City Council Regular Meeting Minutes - Draft**  
**Monday, December 02, 2024, 7:00 PM**  
**Council Chambers, 616 NE 4th AVE**

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

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

Remote: Council Member Tim Hein and Leslie Lewallen

Staff: Sydney Baker, Debra Brooks, Rob Charles, Madeline Coulter, Shaun Ford, Jennifer Gorsuch, Cathy Huber Nickerson, Tina Jones, Shawn MacPherson, Robert Maul, Alan Peters, Doug Quinn, Bryan Rachal, Heidi Steffensen, Alicia Stevens, Matthew Thorup, Connie Urquhart, and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post Record

**PUBLIC COMMENTS**

Wendy Uhacz, Camas, commented about the Nourse Road annexation.

Willie and Krislynn Sandry, Camas, commented about the Nourse Road annexation.

Evelyn Rusk, Camas, commented about light pollution.

Rick Marshall, Camas, commented about inflation.

Darcy Smith, Camas, commented about the Fire Department and roundabouts.

**CONSENT AGENDA**

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

1. November 18, 2024 Camas City Council Regular and Workshop Meeting Minutes
2. \$4,738,734.65 Automated Clearing House 701406-701454 and Claim Checks 159252-159355, and \$1029.41 Camas Assistance Program (CAP) 159251  
Approved by Finance Committee

3. \$147,454.00 to HDR, Inc., for Task Order #6 WWTP Clarifier Arm Replacements and Ultraviolet Equipment  
(Submitted by Rob Charles, Utilities Manager)
4. 2025 Residential STEP Tank Pumping  
(Submitted by Rob Charles, Utilities Manager)

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

## **NON-AGENDA ITEMS**

5. Staff

There were no additional Staff comments.

6. Council

There were no additional Council comments.

## **MAYOR**

7. Mayor Announcements

Mayor Hogan commented about Hometown Holidays and Wreaths Across America.

8. Interservice Walk and Knock Day Proclamation

Mayor Hogan declared December 7, 2024 as Interservice Walk and Knock Day in the City of Camas.

## **MEETING ITEMS**

9. Public Hearing – Ordinance No. 24-014 2024 Fall Omnibus Budget Amendment  
Presenter: Cathy Huber Nickerson, Finance Director and Debra Brooks, Financial Analyst  
Time Estimate: 5 minutes

The public hearing opened at 7:30 p.m. at the November 18, 2024 City Council Regular Meeting. No one from the public wished to speak.

The public hearing closed at 7:16 p.m.

**It was moved by Boerke, and seconded, to adopt Ordinance 24-014 and publish according to law. The motion carried.**

**Roll Call Vote:**

**Lewallen – Yes  
Carter – Yes**



**Nohr – Yes**  
**Svilarich – Yes**  
**Hein – Yes**  
**Senescu – Yes**  
**Boerke - Yes**

10. Public Hearing - Ordinance No. 24-020 Adopting the 2025-2026 Biennial Budget  
Presenter: Cathy Huber Nickerson, Finance Director Time Estimate: 15 minutes

Mayor Hogan opened the public hearing at 7:19 p.m. The following provided testimony:

Paul Smith

The public hearing closed at 7:21 p.m.

**It was moved by Boerke, and seconded, to adopt Ordinance 24-020 and publish according to law. The motion carried.**

**Roll Call Vote:**

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

11. Resolution No. 24-017 Transportation Benefit District – Assumption of Powers  
Presenter: Matthew Thorup, Assistant Finance Director  
Time Estimate: 5 minutes

**It was moved by Carter, and seconded, to approve Resolution 24-017. The motion carried.**

12. 2025 Clark County Transportation Alliance Policy Statement  
Presenter: Steve Wall, Public Works Director  
Time Estimate: 10 minutes

**It was moved by Boerke, and seconded, to endorse the 2025 Clark County Alliance Policy Statement. The motion carried.**

13. Regional Fire Authority (RFA) Resolution  
Presenter: Cliff Free, Fire Chief  
Time Estimate: 10 minutes

**It was moved by Carter, and seconded, to approve Resolution 24-018. The motion carried.**

14. Nourse Road Annexation  
Presenter: Madeline Coulter, Planner  
Time Estimate: 15 Minutes

**It was moved by Nohr, and seconded, to accept the Notice of Intent to Annex with the following modifications of the boundaries thereto by adding four parcels owned by Uhacz, Herron, Xian, and Ramirez, and require the adoption of a subsequent zoning designation upon determination pursuant to RCW 35A.14.340, and require the assumption of all existing City indebtedness by this area to be annexed. The motion carried.**

#### **PUBLIC COMMENTS**

Paul Smith, Camas, commented about annexation and first responder response times.


Darcy Smith, Camas, commented about police staffing.

Randy Hopkins, Camas, commented about the Regional Fire Authority (RFA).

Ellen Burton, Camas, commented about budget.

#### **CLOSE OF MEETING**

The meeting closed at 8:13 p.m.



## 2024 Utility Billing Uncollectables

Written Off	Water	Sewer	Garbage	Recycle	Penalty	Storm	Write Off
12/03/24			20.00				20.00
12/03/24			13.00				13.00
12/03/24			17.00				17.00
12/03/24			52.00				52.00
12/03/24			13.00				13.00
12/03/24		9.98					9.98
12/03/24			13.00				13.00
09/11/24	39.36						39.36
10/21/24	20.14	24.35				18.60	63.09
10/21/24	104.94	201.88	148.12	32.96	17.00	62.78	567.68
10/21/24			0.07				0.07
10/21/24						3.07	3.07
10/21/24	448.33	908.24	380.10	127.59		223.18	2087.44
10/21/24	437.21	484.28			20.29		941.78
10/21/24		2.98	0.59	0.23		0.62	4.42
08/21/24			21.58				21.58
02/26/24	579.14	1065.74			43.66	110.62	1799.16
02/26/24	14.58					14.29	28.87
02/26/24	14.58					14.29	28.87
02/26/24	20.22					19.82	40.04
01/31/24			4.00				4.00
01/31/24			8.00				8.00
01/31/24			12.00				12.00
01/31/24			12.00				12.00
01/31/24			4.00				4.00
01/31/24	27.50	49.72					77.22
01/31/24		4.78					4.78
01/31/24			4.00				4.00
01/31/24			12.00				12.00
01/31/24	103.52				16.00		119.52
03/29/24			17.00				17.00
03/29/24			8.00				8.00
03/29/24			4.00				4.00
03/29/24			30.00				30.00
03/29/24			13.00				13.00
03/29/24			8.00				8.00
07/30/24			4.00				4.00
07/30/24			8.00				8.00
07/30/24			4.00				4.00
07/30/24			4.00				4.00
07/30/24			8.00				8.00
09/30/24			12.00				12.00
09/30/24			8.00				8.00
09/30/24			7.00				7.00
09/30/24			4.00				4.00
09/30/24			16.00				16.00
09/30/24			4.00				4.00
09/30/24			8.00				8.00
09/30/24			4.00				4.00
09/30/24			12.00				12.00
05/21/24			38.00				38.00
05/21/24			20.00				20.00
05/21/24	7.06	14.85	7.66	3.72		6.92	40.21
05/21/24						103.66	103.66
05/21/24			16.00				16.00
05/21/24			8.00				8.00
05/21/24			13.00				13.00
05/21/24	43.17	28.96	6.51	2.73		5.07	86.44
<b>Total</b>	<b>1859.75</b>	<b>2795.76</b>	<b>1026.63</b>	<b>167.23</b>	<b>96.95</b>	<b>582.92</b>	<b>6529.24</b>

Authorize the write-off of 57 unpaid final utility bill(s) in the amount of **\$6,529.24**. This amount represents outstanding water, sewer, garbage, recycling, penalties, and storm water charges that were left unpaid by a previous property owner or were otherwise uncollectable.  
 Submitted by Cathy Huber Nickerson, Finance Director



**CITY OF CAMAS**  
**PROFESSIONAL SERVICES AGREEMENT**

616 NE 4th Avenue  
 Camas, WA 98607

PROJECT NO. - N/A

**Public Works**  
**Operations Response Management for 2025**

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and Daupler, 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 Public Works Operations Response Management.
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 **December 31, 2025**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City or Consultant 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 \$39,900 under this agreement as follows:
  - A. Payment of \$39,900 for Water, Sewer, Streets, and Facilities implementation and response management for the period of January 1, 2025 thru December 31, 2025, payable within 30 days of receipt of invoicing from Consultant.
  - B. The Consultant's financial 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 to the City upon request.
5. Ownership and Use of Documents and Work Product.
  - A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
  - B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury,

- including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.
  - D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56 RCW
  - E. The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.
  - F. Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City has part of this contracted project.
  - G. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
  - H. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state and local laws, ordinances, and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Consultant's Liability Insurance.

- A. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- B. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
  2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
  3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
  4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
  5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- D. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- F. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

- G. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- H. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.
- Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
  - Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)
  - Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)
  - Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)
  - Civil Rights Restoration Act of 1987  
(Public Law 100-259)
  - Americans with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)
  - 49 CFR Part 21
  - 23 CFR Part 200
  - RCW 49.60.180

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

12. Confidentiality. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. Not used.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
- A. The Consultant, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
  2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
  4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- B. Where the Consultant is unable to certify to any of the statements in this contract, the Consultant shall attach an explanation to this contract.
- C. The Consultant agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
- D. The Consultant further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:



Lower Tier Covered Transactions

1. The lower tier Consultant certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. Where the lower tier Consultant is unable to certify to any of the statements in this contract, such Consultant shall attach an explanation to this contract.
- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the City for assistance in obtaining a copy of these regulations.
15. Intellectual Property.
- A. Warranty of Non-infringement. Consultant represents and warrants that the Consultant is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Consultant further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
  - B. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Consultant may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.
19. Right to Terminate Contract. Both parties shall have the right at its discretion and determination to terminate the contract following thirty (30) calendar days written notice and shall be effective at the end of the then current term of the agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:

Steve Wall  
 Public Works Director  
 City of Camas  
 616 NE 4th Avenue  
 Camas, WA 98607  
 PH: 360-817-1563  
 EMAIL: [swall@cityofcamas.us](mailto:swall@cityofcamas.us)

Notices to Consultant shall be sent to the following address:

Finance  
 Daupler, Inc.  
 8024 Conser Street  
 Overland Park, KS 66204  
 PH: (913) 638-7714  
 EMAIL: finance@daupler.com

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. If requested in writing by either the City or the Consultant, the City and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.
- Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.
23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive but shall be cumulative with all other remedies available to the City at law or in equity.
26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF CAMAS:

Daupler, Inc.:  
Authorized Representative

By \_\_\_\_\_

By \_\_\_\_\_

Print Name Steven C. Hogan

Print Name John P. Bertrand

Title Mayor

Title CEO

Date \_\_\_\_\_

EXHIBIT "A" SCOPE &  
COSTS OF SERVICES



TERM: 1/1/2025 - 12/31/2025

SERVING: Water, Sewer, Streets, and Facilities

REFERENCE #

215648963779-56431579

TO

Steve Wall
Public Works Director
City of Camas

CONTACT

swall@cityofcamas.us
360-817-7899
616 NE 4th Avenue
Camas, WA 98607

DATE

October 28th, 2024

PREPARED BY

Wyatt Darnell
Account Manager
Daupler

CONTACT

913-392-2483
wyatt@daupler.com

Daupler, Inc.

ADDRESS

8024 CONSER ST
OVERLAND PARK, KS 66204

PHONE

+1-888-201-5652

WEB

DAUPLER.COM
info@daupler.com

Table with 4 columns: Item & Description, Quantity, Price, Total. Rows include Response Management System, Daytime Spillover, Platform Users, Support, Subtotal, and Yearly Total.

**REFERENCE #**

215648963779-56431579

**PAGE 2**

The undersigned agree to the [Terms and Conditions](#) and agree to the execution as of the date signed, the Effective Date:

Daupler, Inc.

Camas, WA

Name

Name

Title

Title

Date

Date

Signature

Signature

**Daupler, Inc.**

**ADDRESS**

8024 CONSER ST  
OVERLAND PARK, KS 66204

**PHONE**

+1-888-201-5652

**WEB**

DAUPLER.COM  
info@daupler.com

## **Daupler, Inc. Standard Terms and Conditions**

Please read these Standard Terms and Conditions (this "Agreement") carefully before using the Daupler web-based Incident Response Management System and its services ("Services") located at www.daupler.com (the "Website"). By accessing or using the Website or the Services, you agree to be bound by this Agreement and all of its terms without change. This Agreement is between Daupler, Inc. ("Daupler"), you the user ("User"), and, if you are using Services on behalf of a company or organization, such company or organization will also be considered a party to this Agreement and "User". You represent that you have the authority to bind your company to this Agreement.

### **1. Services.**

Subject to User's compliance with all of the terms and conditions of this Agreement, Daupler (i) will use commercially reasonable efforts to provide the Services to User and (ii) hereby grants User a non-exclusive, non-transferable, non-sublicensable right and license to access the Services in accordance with any documentation published on the Website. The Services will be delivered using Daupler's proprietary software, processes, user interfaces, know-how, techniques, designs, ideas, concepts, and other tangible or intangible technical material or information "Daupler Technology").

Daupler will provide error correction, workarounds and new releases in accordance with its normal practices. User may request support through Daupler's third party call answering service made available on the Website and any other support services provided in the documentation.

Each User will have unique access codes to be used to access the Services. User is responsible for maintaining (including the confidentiality of) the access codes and will be solely liable for all activities that occur under such codes or arising from User's instruction in connection with the disclosure of the codes. User shall immediately notify Daupler of any unauthorized use of any such access codes. **USER AGREES THAT ACCESS CODES MAY NOT BE SHARED AND MAY ONLY BE USED BY ONE AUTHORIZED USER.**

### **2. Payment of Fees.**

User shall pay Daupler the annual fee for the Services published on the Website or within their proposal. Annual fees and any time and materials fees are due within 30 days after receipt of invoice. To the extent applicable and utilized, User will pay Daupler for consulting, integration or other professional services. User shall make all payments in accordance with the terms set forth on the Website and herein. Fees paid hereunder are non-refundable.

Daupler may suspend User's access to the Services if User is more than 10 business days late on a payment. User shall pay a late fee on any amount that is not paid when due that shall be calculated at an interest rate of 1.5% per month on any such outstanding balance, or the maximum permitted by law, whichever is less, from the date due, plus all expenses of collection. User will be billed, and payments will be made, in U.S. dollars. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. User shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on Daupler's net income.

### **3. Term and Termination.**

This Agreement is effective upon execution of the Services and shall continue for a period of one year thereafter. This Agreement will automatically renew for additional one year periods unless either party provides the other party with written notice of its intent not to renew within 90 days of the end of the annual term.

Either party may terminate this Agreement upon 30 days notice if the other party breaches any material term of these Terms and fails to cure such breach within 30 business days after notice of such breach.

Material breach by the User includes any breach of User's payment obligations or unauthorized use by User of the Daupler Technology or Services.

Upon termination of this Agreement for any reason, any amounts owed to Daupler under this Agreement before such termination or expiration will be immediately due and payable, all licensed rights granted will immediately cease to exist, and User must promptly discontinue all use of the Daupler Technology and erase all copies of the Daupler Technology.

#### 4. Permitted Uses, Restrictions.

User is solely responsible for (a) providing and maintaining the hardware and software necessary to access and use the Services and (b) making available such personnel and information as may be reasonably required, and taking such other actions as Daupler may reasonably request to provide the Services.

User shall use the Services in compliance with all applicable laws, statutes, ordinances and regulations. User shall obtain any necessary licenses, certificates, permits, approvals or other authorizations required by all laws, statutes, ordinances and regulations applicable to User's use of the Services.

User shall not use the Services for purposes other than as set forth in the Agreement. In furtherance thereof, User will not (a) resell the Services or any data received in connection therewith or otherwise disclose, disseminate, reproduce or publish any portion of the Services in any manner or permit the same; (b) use the Services to create derivative products or other derivative works; (c) modify, translate, alter, disassemble, decompile, manipulate or reverse engineer any portion of the Services; (d) except for authorized Users, permit any third party to use the Services; (e) create Internet "links" to or from the Services, or "frame" or "mirror" any content forming part of the Services, other than on its authorized Users' own intranets or otherwise for its own internal business purposes; (f) send spam or other duplicative or unsolicited messages in violation of applicable laws; (g) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or that violates third party privacy rights; (h) send through, store in or otherwise introduce to the Services, through its use or otherwise, a computer virus; (i) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (j) attempt to gain unauthorized access to the Services or its related systems or networks.

#### 5. Ownership.

As between the parties, Daupler alone (and its licensors, where applicable) own all right, title, and interest, in and to the Services, Daupler Technology, or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by User or any other party relating to the Services, which are hereby assigned to Daupler. User represents and warrants that User owns or has the right to use all customer data used by the Services ("User Data") and that the use of the User Data in connection with the Services does not violate any third party rights.

Daupler acknowledges that as between the parties, User owns all right, title and interest in and to the User Data, provided, however, that User grants Daupler the right to use any and all User Data in blinded or aggregated form for the purpose of data analysis, compilation, interpretation, study, reporting, publishing, improvement of the Services, product and service development, and other such purposes.

Except as expressly set forth herein, Daupler alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Services and Daupler Technology or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by User or any other party relating to the Services, which are hereby assigned to Daupler. User will not copy, distribute, reproduce, or use any of the foregoing except as expressly permitted under this Agreement. All rights not expressly granted to User are reserved by Daupler and its licensors.



## 6. Confidentiality.

Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose information relating to the Disclosing Party’s technology or business (“Confidential Information” of the Disclosing Party).

The Receiving Party agrees: (i) not to divulge to any third person any such Confidential Information, (ii) to give access to such Confidential Information solely to those employees with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Confidential Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order.

Daupler acknowledges that, subject to the exceptions listed in this Section 5, User Data is User’s Confidential Information. User acknowledges that Daupler does not wish to receive any Confidential Information from User that is not necessary for Daupler to perform its obligations under this Agreement and will limit its disclosures accordingly.

The parties will have the right to disclose the existence but not the terms and conditions (including without limitation pricing) of this Agreement, unless such disclosure is approved in writing by both parties prior to such disclosure, or is included in a filing required to be made by a party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirers.

## 7. Indemnification.

Daupler shall indemnify and hold User and its officers, directors, employees, attorneys, and agents (“Indemnitees”) harmless from and against any and all costs, damages, losses, liabilities and expenses (including reasonable attorneys’ fees and costs) each to the extent paid to an unaffiliated third party to the extent arising out of or in connection with such third-party’s claim alleging that the Daupler Technology directly infringes a U.S. copyright. Notwithstanding the foregoing, Daupler will have no obligation with respect to any infringement claim based upon any modification of the Daupler Technology by User or any use of the Daupler Technology (i) not in accordance with the documentation; or (ii) in combination with other products, equipment, software, or data not supplied by Daupler.

User shall indemnify, defend and hold Daupler, its licensors and each such party’s Indemnitees harmless from and against any and all costs, damages, losses, liabilities, and expenses (including reasonable attorneys’ fees and costs) each to the extent paid to an unaffiliated third party arising from or in connection with such third-party’s claims, demands, or allegations (i) that User violated this Agreement (ii) arising from or relating to the use of the Services or the results thereof, except claims covered by Daupler’s indemnity, above.

As a condition to a party’s indemnification obligations hereunder, the other party shall give the indemnifying party sole control of the defense and settlement of the claim, prompt notice of a claim, and, at the indemnifying party’s expense and request, all available information and reasonable assistance in relation to such defense and settlement efforts. Neither party may compromise or settle a third-party claim

that adversely affects the other party without the other party's prior written consent, which consent shall not be unreasonably withheld.

#### **8. Warranties and Warranty Disclaimer.**

Daupler represents and warrants that the Services will be provided in a professional and workmanlike manner. In the event Daupler breaches such warranty, User may, as its sole remedy, request that Daupler promptly correct any such failure of Services at no additional charge.

Except as otherwise provided herein, Daupler provides the Services to User without warranties, express or implied. Daupler and its licensors do not represent or warrant that (a) the use of the Services will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system, or data, (b) the Services will meet requirements or expectations, (c) any results or stored User Data will be accurate or reliable, (d) errors or defects will be corrected, (e) the Services or the server(s) that make the Services available are free of viruses or other harmful components; (f) the Services or results will meet any regulatory approvals or requirements. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by Daupler and its licensors.

#### **9. Limitation of Liability.**

In no event shall Daupler's aggregate liability arising from or relating to this Agreement exceed the amounts actually paid by and payable by User in the twelve (12) month period immediately preceding the event giving rise to such liability. Except for a party's obligations arising under Section 6 or a party's breach of its obligations under Section 7, in no event shall either party and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind other than as a result of Daupler's negligence, gross negligence or willful misconduct (including direct or indirect damages for loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with this agreement, including but not limited to the use or inability to use the Services, or for any content obtained from or through the Services, any interruption, inaccuracy, error or omission in the content, even if the party from which damages are being sought or such party's licensors have been previously advised of the possibility of such damages.

#### **10. Privacy Policy**

By using the Services, You consent to the information collection policies detailed in the [Privacy Policy](#). Use of information we collect now is subject to the Privacy Policy in effect at the time such information is used.

#### **11. General Provisions.**

The parties acknowledge that this is a business relationship based on the express provisions of this Agreement and no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by this Agreement.

User shall not assign or transfer this Agreement or any rights or obligations under this Agreement without Daupler's prior written consent. A change in control constitutes an assignment under this Agreement. Any unauthorized assignment or transfer shall be void and constitutes ground for immediate termination of this Agreement by Daupler. This Agreement binds and inures to the benefit of the parties and their respective permitted successors and permitted assigns.

If any provision, or part thereof, of this Agreement becomes or is declared invalid, illegal or unenforceable in any respect under any law, such provision, or part thereof, shall be null and void, and deemed deleted from this Agreement. The validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

Any waiver is only valid to the extent expressly set forth in writing. No waiver by either party of any right under this Agreement shall constitute a subsequent or continuing waiver of such right or any other rights under this Agreement.

User acknowledges that the Services are a valuable commercial product, the development of which involved the expenditure of substantial time and money. Any violation of the licenses granted hereunder, confidentiality obligations or infringement or misappropriation of Daupler's intellectual property rights shall be deemed a material breach of the Agreement, for which Daupler may not have adequate remedy in money or damages, and Daupler shall be entitled to injunctive relief, in addition to (and not in lieu of) such further relief as may be granted by a court of competent jurisdiction, without the requirement of posting a bond or providing an undertaking.

Except for User's obligation to pay the fees for Services provided, neither party shall be liable for any failure or delay in its performance due to circumstances beyond its reasonable control (including, but not limited to, act of terrorism, war (declared or not declared), sabotage, insurrection, riot, act of civil disobedience, act of any government, accident, fire, explosion, flood, storm, earthquake, volcanic eruption, nuclear event, any act of God, labor disputes, failure or delay of shippers, or unavailability of components or equipment); provided that it notifies the other party as soon as practicable and uses commercially reasonable efforts to resume performance.

This Agreement is governed by and construed in accordance with the laws of the State of Kansas, without giving effect to its principles of conflicts of law. Any litigation arising out of this Agreement shall be brought by either party in a court of competent jurisdiction located in Johnson County, Kansas, and each party hereby waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient forum. Each party hereby expressly and irrevocably waives the right to a jury trial. The prevailing party shall be awarded its reasonable attorneys' fees and costs in any proceeding arising out of or related to this Agreement.

This Agreement is the complete agreement between the parties and supersedes any prior or contemporaneous oral or written communications between the parties concerning the subject matter of this. There are no conditions, understandings, agreements, representations or warranties, express or implied, which are not specified herein. This Agreement may only be modified by a written document expressly stated for such purpose and executed by the parties. The terms and conditions of this Agreement shall control and supersede any end user license agreements, terms of use, click-through or shrinkwrap terms, purchase order terms, invoice terms, or other similar documents, in any format, including terms located on User's website or provided with its ordering documents, whether signed before or after this Agreement. Such other terms shall be void to the extent they relate to the subject matter contemplated by this Agreement.

The following sections shall survive the expiration or termination of this Agreement: 2 (Payment of Fees); 3 (Term and Termination); 4 (Permitted Uses; Restrictions); 5 (Ownership); 6 (Confidentiality); 7 (Indemnification); 8 (Warranties; Warranty Disclaimer); 9 (Limitation of Liability); 10 (Privacy Policy); and 11 (General Provisions).

**EXHIBIT “B”**  
**TITLE VI ASSURANCES**

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

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

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

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



**CITY OF CAMAS**  
**PROFESSIONAL SERVICES AGREEMENT**

616 NE 4th Avenue  
 Camas, WA 98607

PROJECT NO. D1015

**PRIVATE STORMWATER FACILITY INITIATIVE**

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and Parametrix, 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 Private Stormwater Initiative.
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 12/31/2025, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed \$112,201.00 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 "C".
  - b. The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.



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

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

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

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

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

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

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

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

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

12. Confidentiality. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—  
Primary and Lower Tier Covered Transactions.
- a. The Consultant, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

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

Lower Tier Covered Transactions

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

15. Intellectual Property.

- a. Warranty of Non-infringement. Consultant represents and warrants that the Consultant is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Consultant further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books,

magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Consultant may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:  
 Brian Monnin  
 City of Camas  
 616 NE 4th Avenue  
 Camas, WA 98607  
 PH: 360-817-7988  
 EMAIL: [Bmonnin@cityofcamas.us](mailto:Bmonnin@cityofcamas.us)

Notices to Consultant shall be sent to the following address:

Richard Roche  
 Parametrix, Inc.  
 5 SE Martin Luther King Jr. Blvd., Suite 400  
 Portland, OR 97214  
 PH: 253-604-6687  
 EMAIL: [Rroche@parametrix.com](mailto:Rroche@parametrix.com)

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be settled by litigation in Clark County, Washington.
23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.

- 25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive but shall be cumulative with all other remedies available to the City at law or in equity.
- 26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

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

CITY OF CAMAS:

Parametrix, Inc.:  
Authorized Representative

By \_\_\_\_\_

DocuSigned by:  
*Richard Roche*  
By \_\_\_\_\_  
40B7F37B5CC04B1...

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

Print Name Richard Roche

Title \_\_\_\_\_

Title Senior Vice President

Date 12/4/2024

EXHIBIT "A"  
SCOPE OF SERVICES

EXHIBIT "B"  
COSTS FOR SCOPE OF SERVICES



EXHIBIT "C"  
BILLING RATES

**EXHIBIT “D”**  
**TITLE VI ASSURANCES**

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

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

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

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

## City of Camas Analyzing Conversion of Private Stormwater Facilities to Public Maintenance

### PROJECT UNDERSTANDING

#### Background

The City of Camas (City) has been working to address the long-term control, management, and maintenance of privately-owned stormwater management facilities throughout the city. Several approaches have been discussed with City Council and have each been determined to have varying degrees of technical, legal, and public relations challenges.

Common challenges faced by the City and other similar municipalities include the following:

- Facilities that were slated to be managed by Home-Owners Associations (HOAs) developed issues because the HOA never formed, dissolved, or did not collect enough dues to cover full management of the facility.
- Some municipalities have attempted to negotiate quit claim deeds with the property owners, but the owners were very hesitant to give up ownership while at the same time potentially not fully understanding the responsibility of retaining it.
- Some municipalities have initiated maintenance on the private facilities without ownership, then faced mixed results with the future expectations of the property owners.
- Some municipalities have recommended a combined approach of an enforcement/transfer pathway. In this approach, the municipality would issue a notice of violation first, then a civil penalty if the owner does not perform the facility maintenance themselves. As part of this process, the municipality would simultaneously offer the facility owner forgiveness of the monetary penalty by turning over their portion of stormwater facility ownership to the municipality.

#### Purpose

With this scope, Parametrix is recommending a phased approach to support the City in addressing the long-term management of the private stormwater facilities.

### TASK 1 – PROJECT MANAGEMENT

#### Measurable Objective

This effort is intended to track, manage, document, and report on the work effort throughout the life of the contract.

#### Approach

Parametrix will administer and track the contracted effort, including preparing monthly invoices. Parametrix's project manager will coordinate with City's project manager through routine phone and email contact regarding scope, schedule, budget, and work progress.

**Assumptions**

- Project management will extend from January 2, 2025, through January 2, 2026 (approximately 12 months).
- The Parametrix project manager will coordinate with City project manager approximately every two weeks by phone or video call. More frequent coordination may be conducted as needed.

**Deliverables**

- Monthly invoices itemized by time spent within each task and progress reports identifying the related deliverables for the time spent and percent of work complete for each task.
- QA/QC review documentation (delivered upon request).

**TASK 2 – FACILITY EVALUATION**

**Measurable Objective**

The purpose of this task is to acquire information and evaluate the ownership status, management agreements, and current performance conditions of the private stormwater facilities throughout the city.

**Approach**

The City will:

- Provide their inventory of private stormwater facilities, past reports, inspection records, as-builts, and other available documents relevant to the private stormwater facilities and City maintenance standards.
- Provide available GIS data (or recommend potential County GIS data), which may include:
  - HOA status
  - Stormwater facility owner
  - Stormwater facility type, location and age
  - Boundaries of tributary areas draining to facilities
  - Stream mapping with channel location of pipes and channels with flow direction.
  - Pipe network

Parametrix will:

- Develop a web map depicting the available GIS data for internal City staff review.
- Provide a high level review of the City municipal code to identify portions of the code that are related to ownership and maintenance of private stormwater facilities, and draft proposed revisions for the City for review, most likely including:
  - Title 13: Public Services (13.88 Stormwater Drainage Utility and 13.89 Stormwater Utility Services Charges Management)
  - Title 14: Stormwater Provisions (14.02 Stormwater Control)
  - Any chapters that include stormwater enforcement procedures
- Identify data gaps and prepare a data gaps summary memorandum discussing:

- Data not available,
  - Quality of available data,
  - Gaps recommended to be filled for the project, and
  - Gaps that can be accepted and addressed through assumptions or extrapolation from other sources.
- Develop facility condition metrics for review and approval by the City. The metrics may consider such factors as age of the facility, date of last maintenance, size of facility treatment area, potential pollutants in the tributary area, HOA status, and communication history with the owners.
  - Based on the condition metrics, characterize and prioritize the status of the private facilities for conversion to public maintenance.
  - Meet with City staff to discuss, and if necessary revise, the preliminary facility ranking.

### Assumption

- Budget includes up to 2 Parametrix staff members attending a project kick-off meeting lasting up to 2 hours.
- The City will identify and invite other City staff to participate in the kickoff meeting.
- Data gaps that the City chooses to be filled for the project will be addressed by the City. (Parametrix can collect certain data for additional scope and fee.)
- Data gaps that cannot be filled will be addressed through assumptions or extrapolation from other sources to the extent possible.
- Facilities will be evaluated based on existing, available information. No new inspections or data collection will be implemented unless conducted by the City. Additional data collection by the City may require adjustments to the project schedule.

### Deliverables

- Notes from project kick-off meeting.
- Web map for City review and comment.
- Draft Code revisions, in Word
- Draft and Final Data Gaps Assessment technical memorandum for City review in Microsoft Word and PDF electronic file formats (approximately 3 to 5 pages in the main document, with additional pages for attachments).
- Spreadsheet file documenting preliminary facility prioritization.
- Technical memorandum (approximately 4 pages, not including appendices) documenting condition metrics and final facility ranking for conversion to public maintenance .



**TASK 3 – ACTION STRATEGY**

**Measurable Objective**

The intent of this task is to develop an implementation strategy for the City to begin addressing the long-term control, management, and maintenance of the private stormwater facilities throughout the city.

**Approach**

The City will:

- Provide documentation (consisting of reports, meeting notes, email summaries, etc.) of approaches evaluated by the City to-date (as of the notice to proceed of this effort) and potential challenges identified.

Parametrix will:

- Review information provided by the City.
- Reach out to at least 3 other Washington and Oregon jurisdictions on the City’s behalf and collect information regarding their experiences negotiating management of private stormwater facilities.
- Examine, compare, and contrast lessons learned from other jurisdictions against the City’s capacity and needs, and incorporate relevant components into a preliminary action strategy for the City.
- Meet with City staff to discuss, and if necessary revise, the action strategy.

**Assumptions**

- Parametrix will contact no more than 6 jurisdictions in an attempt to identify at least 3 who have a history of ownership or maintenance agreements with private facility owners. Jurisdictions may include Gresham and Oregon City.
- The preliminary action strategy recommendations may incorporate elements previously considered by the City if Parametrix determines that information from other jurisdictions provides reasonable justification for reconsideration.

**Deliverables**

- Draft and final Private Stormwater Facility Action Strategy technical memorandum (approximately 5 pages, not including attachments).

**TASK 4 – COST ANALYSIS**

**Measurable Objective**

The intent of this task is to estimate the cost needed to bring the private stormwater facilities up to their original design functionality and maintain their performance moving forward.

**Approach**

The City will:

- Provide documentation of City full-time employees (FTE) hours spent maintaining City-owned stormwater management facilities over the past 5 years.

Parametrix will:

- Based on the facility evaluations in Task 2, work with the City to select 1 high-priority facility and 1 medium-priority facility of each facility type (including but not limited to ponds, bioretention facilities, and cartridge systems). Then, estimate the total cost of maintenance and repairs needed for each of these facilities based on their assessed existing conditions compared to their original design parameters.
- Based on the cost estimates above, extrapolate the cost of addressing initial maintenance and repairs on all private stormwater facilities in the City’s inventory from Task 2.
- Based on the Task 3 selected action strategy and information from other jurisdictions, estimate the FTEs needed to implement the strategy.
- Based on information regarding FTE time spent maintaining City-owned facilities, estimate the FTEs required to maintain each privately-owned facility.

**Assumptions**

- Dollar costs and FTEs will be estimated based on other facilities with as much similarity to the City’s private stormwater facilities as possible. However, facility and property ownership negotiations present unique challenges that cannot always be accurately predicted. Therefore, cost estimates in this task are intended to be a starting point for the City to begin funding this work. Actual costs may vary over the life of the effort.

**Deliverables**

- Draft and final cost estimate spreadsheets documenting estimated initial maintenance and repair costs; action strategy implementation costs, and future ongoing maintenance costs.

City of Camas		Staff Name	C. Olson	J. Brandt	P. Fendt	S. Sokol	A. Van Kirk	C. Tinsley	E. Belanger	K. Tuttle	A. Mannion	J. Treval	B. Crawley	J. Coop	E. Ferguson	D. Moss	Labor Summary		TOTAL
Private Stormwater Facility Feasibility Study		Title/Category	Engineer III	Sr Engineer	Principal Consultant	Engineer IV	Engineer II	Sr GIS Analyst	Sr Project Control Specialist	Project Accountant	Owner's Representative	Planner III	Planner III	Sr Engineer	Sr Planner	Sr Consultant	Hours	Dollars	
Project #273-1683-TBD		Billing Rate	162.24	255.94	351.23	188.99	134.78	173.91	172.28	101.40	281.61	164.32	171.86	263.64	226.43	277.16			
<b>TOTAL FEE ESTIMATE</b>			\$ 22,227	\$ 15,356	\$ 5,620	\$ 2,268	\$ 10,917	\$ 8,348	\$ 2,240	\$ 710	\$ 9,012	\$ 8,545	\$ 10,312	\$ 5,273	\$ 8,604	\$ 2,772	586	\$ 112,201	\$ 112,201
1.0	Project Management		37	6					13	7				6			69	\$ 12,070	\$ 12,070
01.01	Internal Meetings and Coordination		12	2													14	\$ 2,459	\$ 2,459
01.02	PM Meetings w/ City		12	4													16	\$ 2,971	\$ 2,971
01.03	Invoicing/PL/EV/Project Accounting		13						13	7							33	\$ 5,059	\$ 5,059
01.04	QA/QC													6			6	\$ 1,582	\$ 1,582
2.0	Facility Evaluation		56	28	10		41	48						4	38	6	231	\$ 44,959	\$ 44,959
02.01	Kickoff Meeting		4	2	2										2		10	\$ 2,316	\$ 2,316
02.02	Data Collection and Review		8	4				16								2	30	\$ 5,659	\$ 5,659
02.03	Develop Project Webmap						1	16									17	\$ 2,917	\$ 2,917
02.04	Code Review and Revisions		2		2										36		40	\$ 9,178	\$ 9,178
02.05	Develop Condition Metrics		12	10	2			4						2		2	32	\$ 6,986	\$ 6,986
02.06	Perform Evaluation, Tech Memo		26	10	2		40	12						2		2	94	\$ 16,040	\$ 16,040
02.07	Review Meeting w City		4	2	2												8	\$ 1,863	\$ 1,863
3.0	Action Strategy		36	22	6	12	40							2		4	122	\$ 22,874	\$ 22,874
03.01	Outreach to other jurisdictions		16	8	2											2	28	\$ 5,900	\$ 5,900
03.02	Prelim Action Strategy		16	12	2	12	40							2		2	86	\$ 15,110	\$ 15,110
03.03	Review Meeting w City		4	2	2												8	\$ 1,863	\$ 1,863
4.0	Cost Analysis		8	4							32	52	60	8			164	\$ 32,299	\$ 32,299
04.01	Perform Analysis - Total Cost & Maintenance for SW Facilities		2								8	14	14	4			42	\$ 8,338	\$ 8,338
04.02	Perform Analysis - Initial Maint & Repairs for implementation		2								8	14	14	4			42	\$ 8,338	\$ 8,338
04.03	Perform Analysis - FTE cost for implementation strategy		2	2							8	12	16				40	\$ 7,811	\$ 7,811
04.04	Perform Analysis - FTE cost for overall maintenance		2	2							8	12	16				40	\$ 7,811	\$ 7,811
<b>Total Hours</b>			137	60	16	12	81	48	13	7	32	52	60	20	38	10	586		
<b>TOTALS</b>			\$ 22,227	\$ 15,356	\$ 5,620	\$ 2,268	\$ 10,917	\$ 8,348	\$ 2,240	\$ 710	\$ 9,012	\$ 8,545	\$ 10,312	\$ 5,273	\$ 8,604	\$ 2,772	586	\$ 112,201	\$ 112,201



## Staff Report – Consent Agenda

December 16, 2024 Council Regular Meeting

\$384,632.50 Copper Mechanical Camas Police Department Mechanical Improvements Bid Award with up to 10% Change Order Authorization (Justin Monsrud, Engineer III)

Phone	Email
360.817. 7232	jmonsrud@cityofcamas.us

**BACKGROUND:** The Camas Police Station, located on NE 3<sup>rd</sup> Avenue, was constructed in 1997. This facility has mechanical components at the end of their useful life and needing refurbishing or full replacement. Staff has worked with Windsor Engineers on a construction contract to address the mechanical deficiencies.

**SUMMARY:** On November 20<sup>th</sup> staff held a public bid opening for a construction contract. Staff received six bids with the low bidder being Copper Mechanical with a price of \$384,632.50. This project will replace the existing rooftop air handler units, install new rooftop condenser units, replace the buildings exhaust system, and address other mechanical items noted within the facility condition assessment report.

**BENEFITS TO THE COMMUNITY:** This project will benefit Camas Police Station by meeting the most current mechanical and energy codes. For example, the new condensing units will meet most current environmental codes for refrigerant (greenhouse emissions).

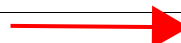
**BUDGET IMPACT:** The low bid for this project is \$384,632.50. Accounting for 10% change order authorization project construction cost could be as high as \$423,095.75. This project has adequate funding through the 2023 Limited Tax General Obligation bond with funds allocated for major facility maintenance.

**RECOMMENDATION:** Staff recommends Council award this bid to Copper Mechanical for the low bid price of \$384,632.50 with up to 10% change order authorization.



I, Will Noonan, Public Works Operations Manager, hereby certify that these bid tabulations are correct.

Signed by: Will Noonan 11/20/2024  
0633194FB91E49F...  
 Will Noonan Date

<b>PROJECT NO. FAC23008</b>				<b>Engineer's Estimate:</b>		<b>name</b>	<b>Stewart Mechanical</b>	<b>name</b>	<b>Copper Mechanical LLC</b>	<b>name</b>
				<b>\$225,000.00</b>		<b>address</b>	1802 SE 16th St	<b>address</b>	PO Box 2496	<b>address</b>
<b>DESCRIPTION: Camas Police Department Mechanical Improvements</b>							Battle Ground, WA 98604		Battle Ground, WA 98604	
				Ent. By		<b>email</b>	<a href="mailto:Taylor@stewartci.com">Taylor@stewartci.com</a>	<b>email</b>	<a href="mailto:matt@coppermechanical.com">matt@coppermechanical.com</a>	<b>email</b>
<b>DATE OF BID OPENING:</b>						<b>phone</b>	360-892-5215	<b>phone</b>	360-566-3565	<b>phone</b>
<b>Project - Schedule A</b>										
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE
1	Mobilization	1.00	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$3,500.00
2	Construction Documentation (Min. Bid \$7,500)	1.00	1	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
3	Minor Changes (Minimum Bid \$5,000)	1.00	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	Improvements	1.00	1	\$185,000.00	\$185,000.00	\$393,989.00	\$393,989.00	\$332,000.00	\$332,000.00	\$655,517.00
Subtotal Schedule A -					\$207,500.00		\$411,489.00		\$354,500.00	
Sales Tax (8.5%)						\$17,637.50		\$34,976.57		\$30,132.50
<b>Total Schedule A -</b>						<b>\$225,137.50</b>		<b>\$446,465.57</b>		<b>\$384,632.50</b>
<b>(BASIS OF AWARD**)</b>										
<b>** Basis of Award will be determined by the sum of Schedules A. City of Camas will determine whether Schedule A be awarded.</b>										

<b>PROJECT NO. FAC23008</b>				Hermanson Company	name	AirX LLC	name	Columbia Allied Services	name	JH Kelly
				1221 2nd Ave N	address	6115 NE 88th St	address	27316 NE 10th Ave.	address	821 Third Ave.
<b>DESCRIPTION: Camas Police Department Mechanical Improvements</b>				Kent, WA 98032		Vancouver, WA 98665		Ridgefield, WA 98642		Longview, WA 98632
				Ent. By <a href="mailto:ztillotson@hermanson.com">ztillotson@hermanson.com</a>	email	<a href="mailto:alex@airx.llc">alex@airx.llc</a>	email	<a href="mailto:office@columbiaallied.com">office@columbiaallied.com</a>	email	<a href="mailto:bids@jhkelly.com">bids@jhkelly.com</a>
<b>DATE OF BID OPENING:</b>				206-575-9700	phone	360-718-9100	phone	360-256-1024	phone	360-423-5510
<b>Project - Schedule A</b>										
ITEM NO	DESCRIPTION	UNIT	QTY	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	Mobilization	1.00	1	\$3,500.00	\$32,500.00	\$32,500.00	\$7,500.00	\$7,500.00	\$5,068.00	\$5,068.00
2	Construction Documentation (Min. Bid \$7,500)	1.00	1	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
3	Minor Changes (Minimum Bid \$5,000)	1.00	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	Improvements	1.00	1	\$655,517.00	\$331,450.00	\$331,450.00	\$351,350.00	\$351,350.00	\$588,382.00	\$588,382.00
Subtotal Schedule A -				\$671,517.00		\$376,450.00		\$371,350.00		\$605,950.00
Sales Tax (8.5%)				\$57,078.95		\$31,998.25		\$31,564.75		\$51,505.75
<b>Total Schedule A -</b>				<b>\$728,595.95</b>		<b>\$408,448.25</b>		<b>\$402,914.75</b>		<b>\$657,455.75</b>
<b>(BASIS OF AWARD**)</b>										
** Basis of Award will be determined by the sum of Sch										



**CITY OF CAMAS**  
**PROFESSIONAL SERVICES AGREEMENT**

616 NE 4th Avenue  
 Camas, WA 98607

PROJECT NO. STR24001D

**Pacific Rim Drive Pavement & ADA Improvements**

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and AKS Engineering & Forestry, 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 Pacific Rim Drive Pavement & ADA Improvements.
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 March 5, 2025, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed \$104,785 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 "C".
  - b. The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

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

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

6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state and local laws, ordinances, and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.

7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

8. Consultant's Liability Insurance.

a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. No Limitation. Consultant’s maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.



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

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

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

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

12. Confidentiality. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—  
Primary and Lower Tier Covered Transactions.
- a. The Consultant, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

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

Lower Tier Covered Transactions

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

15. Intellectual Property.

- a. Warranty of Non-infringement. Consultant represents and warrants that the Consultant is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Consultant further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books,

magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Consultant may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:  
 Jim Hodges  
 City of Camas  
 616 NE 4th Avenue  
 Camas, WA 98607  
 PH: 360-817-7234  
 EMAIL: [jhodges@cityofcamas.us](mailto:jhodges@cityofcamas.us)

Notices to Consultant shall be sent to the following address:

David Lundin  
 AKS Engineering & Forestry  
 9600 NE 126<sup>th</sup> Ave, Suite 2520  
 Vancouver WA 98682  
 PH: 360-882-0419 ext. 357  
 lundind@aks-eng.com

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. If requested in writing by either the City or the Consultant, the City and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M office in

accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive but shall be cumulative with all other remedies available to the City at law or in equity.
- 26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

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

CITY OF CAMAS:

AKS Engineering & Forestry:  
Authorized Representative

By \_\_\_\_\_

By \_\_\_\_\_

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

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

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

EXHIBIT "A"  
SCOPE OF SERVICES



November 18, 2024

Jim Hodges, Project Manager  
City of Camas  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

**RE: SCOPE AND BUDGET PROPOSAL FOR PROFESSIONAL SERVICES**  
**City of Camas: Pacific Rim Drive Pavement & ADA Improvements**

Dear Jim:

Thank you for requesting a proposal for professional civil engineering and surveying services for the Pacific Rim Drive Pavement and ADA Improvements project. Our proposed scope of work and estimated cost for these services are attached.

We can begin work immediately upon receiving your authorization. If you have any questions or comments, please contact me.

Sincerely,

**AKS ENGINEERING & FORESTRY, LLC**

A handwritten signature in black ink, appearing to read 'D. Lundin'.

David Lundin, Public Works Project Manager  
9600 NE 126th Avenue, Suite 2520 | Vancouver, WA 98682  
P: 360.882.0419 Ext. 357 | LundinD@aks-eng.com

Attach: AKS Scope of Work  
Budget Estimate Worksheet

Pacific Rim Drive Pavement & ADA Improvements  
Camas, Washington

### SCOPE OF WORK

The City of Camas (City) anticipates improving approximately 3,000 linear feet of Pacific Rim Drive from NW Parker Street to NW 27<sup>th</sup> Avenue and from Knapp Lane to Endicott Street (the Project Limits). Planned improvements include replacing the pavement through a grind and inlay and replacing the sidewalk ramps east of Knapp Lane for Americans with Disabilities Act compliance. The City has requested AKS Engineering & Forestry, LLC (AKS) provide surveying and engineering design services to support the project. The City will provide pavement design and prepare the bidding documents including special provisions. All work outlined below will be performed by AKS and under the direct supervision of a professional appropriately licensed in the State of Washington.

#### I. PROJECT MANAGEMENT

##### A. PROJECT MANAGEMENT

AKS will provide project management, including:

- Coordinate, conduct, and document project meetings, to include:
  - A project kick-off meeting to review the City's goals and establish clear lines of communication.
  - Biweekly virtual project team meetings throughout the design process.
  - In-person design review meetings following design deliverable milestones.
- Develop a project schedule.
- Prepare monthly invoices.

##### B. DELIVERABLES

- Meeting agenda and notes
- Project schedule
- Monthly invoices

#### II. SURVEYING

##### A. TOPOGRAPHIC SURVEYING SERVICES

AKS will perform the following surveying services within the Project Limits. The survey limits will be curb to curb. At ramp locations, the limits will be expanded to 5 feet beyond the right-of-way and will extend to 10 feet beyond the end of the curb return:

- Contact the Washington Utility Notification Center (locate services) and request field marking of public underground utilities in the area.
- Conduct field surveying to locate existing property corners and other survey monuments of record to determine the existing right of way at intersections and ADA crossing locations.
- Establish a local horizontal datum plane-scaled to ground from Washington State Plan (NAD83) utilizing GPS ties from the Washington State Reference Network.
- Establish NAVD29(47) vertical datum utilizing a Clark County benchmark.
- Perform a topographic/site field survey of the existing conditions between curbs utilizing an Unstaffed Aircraft System (UAS) unit to gather high-resolution, orthorectified aerial imagery and existing ground surface data, including ground elevations and surface features such as concrete



curbs and paving, asphalt paving; utility markings of belowground utilities; and aboveground indications of utilities, such as valves, manhole lids, and catch basins.

- Perform a conventional survey at ADA ramp locations to expand the survey base map to support ramp design with data to meet ADA tolerances.
- Prepare a base map for design showing the topographic/site features in electronic format (CAD). The topography will have a one-foot contour interval.

**B. DELIVERABLES**

- Existing conditions base map, submitted electronically to our in-house design team

**III. PRELIMINARY AND FINAL DESIGN**

AKS will prepare plans for the scope of improvements identified above, including retrofit ADA ramps at up to 16 locations.

**A. PLANS AND SPECIFICATIONS**

Plans will be prepared in AutoCAD to clearly convey the project design. Plans will generally be at a scale of 1" = 20' on 22" x 34" sheets and will include the planned improvements as described above. ADA ramp plans will be at 1" = 10' or 1" = 5' to provide adequate detail. Plans will include quantities of demolition items and items to be constructed. Detail drawings for each ramp will be provided showing new curb, ramp, sidewalk, and sawcut locations and quantities. Plans will be submitted at 30%, 90% and 100% milestones.

Complete construction plans are anticipated to include:

- Cover sheet with sheet index
- General Notes, Legend, and Abbreviations
- Roadway Plan (plan view only)
- Detailed ADA Ramp Plan (demolition and proposed design in plan view with spot elevations)
- Construction Details

**B. DELIVERABLES**

Deliverables will be in PDF format. Review comments will be addressed in each subsequent submittal. Deliverables will include:

- Plans (30%, 90%, 100%)

**SCHEDULE**

We understand the City would like to bid-ready plans as soon as possible. Therefore, we propose the following milestones:

Notice to Proceed	December 18, 2024
30% Design Submittal	January 22, 2025
90% Design Submittal	February 19, 2025
Final PS&E (Bid ready)	March 5, 2025

### ESTIMATED COST

AKS will perform the above scope of services on a time and expenses basis at our published standard hourly rates and receiving reimbursement for any subcontracts and expenses, such as mileage, deliveries, and commercial reproduction at cost plus 10 percent. We estimate the cost of these services will not exceed **\$104,785**, including sales tax, as detailed in the Budget Estimate worksheet.

### ASSUMPTIONS

- Surveying of subsurface structures is not required or included.
- Pavement section will be provided by the City.
- Grading for ADA compliance will be contained in the sidewalk with minor extension to the paved street where needed; regrading of street intersections will not be required.
- Preparation of specifications is not included; the City will prepare bidding documents and any special provisions.
- The project will be subject to Minimum Requirement #2 Construction Stormwater Pollution Prevention Plan (SWPPP). A Construction SWPPP, if required, will be prepared by the City or can be added by amendment.
- Erosion and Sediment Control Plan and details will be provided by the City.
- Inspection and evaluation of trees is not included.
- Streetlight or other electrical design is not required or included.
- Landscaping design is not required or included.
- Retaining wall design is not required or included.
- Coordination with franchise utilities for relocations, if any, will be by the City. Plans will identify utilities impacted by the proposed improvements.
- Construction cost estimating is not included.
- Permitting services are not included.
- Public involvement services are not included.
- Bid document distribution is not included.
- Bidding support and construction phase support are not included.
- Temporary traffic control and temporary pedestrian access route plans will be prepared by the Contractor.

EXHIBIT "B"  
COSTS FOR SCOPE OF SERVICES



**Project Budget Estimate  
Camas Pacific Rim Drive  
AKS #11852**

**AKS ENGINEERING & FORESTRY, LLC**

	Principal In Charge/ Quality Reviewer	Project Manager	Project Engineer	Eng. Designer	Eng. CAD Tech	Project Surveyor	Survey Tech	Survey Crew (2 Person)	Aerial Survey Crew (1 Person)	Aerial Surveying Specialist - Office	Project Coordinator	Reimbursable Expenses	ESTIMATED TOTAL COST
	\$245.00	\$230.00	\$185.00	\$165.00	\$145.00	\$185.00	\$145.00	\$275.00	\$245.00	\$165.00	\$100.00	1.1	
<b>Project Tasks &amp; Estimated Personnel Hours</b>													
<b>TASK 1: Project Management</b>													
Project Management	2	12									6		\$3,850
Project Kickoff Meeting and Start Up		2	4								2		\$1,400
Project Coordination Meetings (bi-weekly)		6	6								6		\$3,090
<b>TASK 2: Surveying</b>													
Topographic Surveying		2				22	44	40	10	10	4	\$100	\$26,520
<b>TASK 3: Preliminary and Final Design</b>													
Preliminary Plans (30%)		8	16	30	60								\$18,450
Pre-final Plans (90%)	2	10	30	100	100								\$39,340
Final Plans (100%)	1	4	12	32	24								\$12,145
<b>ESTIMATED PERSONNEL HOURS SUBTOTAL</b>													
	5	44	68	162	184	22	44	40	10	10	18	-	-
<b>ESTIMATED COST SUBTOTAL</b>													
	\$1,225	\$10,120	\$12,580	\$26,730	\$26,680	\$4,070	\$6,380	\$11,000	\$2,450	\$1,650	\$1,800	\$100	\$104,785
<b>TOTAL COST ESTIMATE</b>													
													\$104,785

EXHIBIT "C"  
BILLING RATES

**EXHIBIT “D”  
TITLE VI ASSURANCES**

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

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

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

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

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

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

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

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



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

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

Pertinent Non-Discrimination Authorities:

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

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

## 2025 Citizen Appointments

Item 12.

<b>Board/ Committee/ Commission</b>	<b>Term</b>	<b>Full Name</b>	<b>Appointment</b>	<b>Term Expiration</b>
Civil Service Commission	6 Years	Martin Burrows	Reappointment	12/31/2030
Library Board of Trustees	5 Years	Rosemary Knapp	Reappointment	12/31/2029
Parking Commission	4 Years	Brie Marais	Appointment	12/31/2028
Parks and Recreation Commission	3 Years	Ellen Burton	Reappointment	12/31/2027
	3 Years	Alicia Brazington	Reappointment	12/31/2027
Planning Commission	3 Years	Geoerl Niles	Reappointment	12/31/2027
	3 Years	Marlo Maroon	Reappointment	12/31/2027
Salary Commission	4 Years	Zach Goodman	Reappointment	12/31/2028
Clark County Arts Commission – City of Camas Representative	4 Years	Steve Oglesby	Appointment	12/31/2028
Clark County Mosquito Control Board – City of Camas Representative	2 Years	Justin Lottig	Appointment	12/31/2026

# COUNCIL APPOINTMENTS 2025

Board/Committee/Commission	Full Name	Position
C-TRAN	Tim Hein	Representative
	Jennifer Senescu	Alternate
City/School Committee	Marilyn Boerke	Representative
	Leslie Lewallen	Representative
Columbia River Economic Development Council (CREDC)	Steve Hogan	Appointed
	Doug Quinn	Alternate
Council Policies & Procedures Ad Hoc Committee	Bonnie Carter	Representative
	Marilyn Boerke	Representative
Camas-Washougal Chamber of Commerce	Leslie Lewallen	Representative
	John Svilarich	Alternate
Downtown Camas Association	John Nohr	Representative
	John Svilarich	Alternate
East County Ambulance Advisory Board (ECAAB)	John Nohr	Representative
Finance Committee	John Nohr	Representative
	Tim Hein	Representative
	Bonnie Carter	Representative
GP Mill Clean-Up Advisory Committee	Jennifer Senescu	Representative
	John Svilarich	Representative

# COUNCIL APPOINTMENTS 2025

Homelessness Strategy Ad Hoc Committee	Bonnie Carter	Representative
	Marilyn Boerke	Representative
	Leslie Lewallen	Representative
Joint Policy Advisory Committee (JPAC) and Regional Fire Authority Ad Hoc Committee	Marilyn Boerke	Representative
	John Nohr	Representative
	Bonnie Carter	Representative
LEOFF Board	John Nohr	Representative
	Marilyn Boerke	Representative
Library Board of Trustees	Bonnie Carter	Representative
	Marilyn Boerke	Representative
Lodging Tax Advisory Committee	Marilyn Boerke	Representative
Mayor Pro Tem	Appointments to be made at 12/16/24 Council Meeting	Appointed Alternate
Parks & Recreation Commission	Tim Hein	Liaison
	John Svilarich	Alternate
Planning Commission	John Svilarich	Liaison
	Leslie Lewallen	Alternate
Port of Camas-Washougal	Bonnie Carter	Liaison
	Leslie Lewallen	Alternate
Regional Transportation Council (RTC) (C-W 2023-25 Representative)	David Fritz	Representative

# COUNCIL APPOINTMENTS 2025

Item 13.

*City of Camas*

*Leslie Lewallen*

*Alternate*