



City Council Regular Meeting Agenda
Monday, May 04, 2026, 7:00 PM
Council Chambers, 616 NE 4th AVE

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

To observe the meeting (no public comment ability)

- go to <https://vimeo.com/event/5903790>

To participate in the meeting (able to public comment)

- go to <https://cityofcamas-us.zoom.us/j/88951076096>

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

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. [April 20, 2026 Camas City Council Regular and Workshop Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [\\$205,100.00 to Annear Water Resources for Lake Management Implementation Assistance](#)
(Submitted by Brian Monnin, Engineering Project Manager)
4. [\\$96,950.00 AKS Engineering and Forestry, LLC for Forest Management 2027](#)
(Submitted by Rob Charles, Utilities Manager)
5. [\\$348,000.00 G&O Engineering for Parallel STEP Main Design](#)
(Submitted by Rob Charles, Utilities Manager)
6. [\\$234,931.00 OCD Automation for Programming Logic Controller Upgrades at the Waste Water Treatment Plant \(WWTP\)](#)
(Submitted by Rob Charles, Utilities Manager)
7. [Clark County Interlocal Agreement for Prosecution Services](#)
(Submitted by Shawn MacPherson, City Attorney)

8. [\\$101,240.00 Parametrix for Stormwater Management Action Planning \(Submitted by Brian Monnin, Engineering Project Manager\)](#)
9. \$173,923.04 for February 2026 Emergency Medical Services (EMS) Write-off Billings for Monthly Uncollectable Balance of Medicare and Medicaid Accounts (Submitted by Cathy Huber Nickerson, Finance Director)
10. \$173,649.43 for March 2026 Emergency Medical Services (EMS) Write-off Billings for Monthly Uncollectable Balance of Medicare and Medicaid Accounts (Submitted by Cathy Huber Nickerson, Finance Director)

MAYOR

11. Mayor Announcements
12. [Taiwanese American Heritage Week Proclamation](#)
13. [Council Assignments](#)

MEETING ITEMS

14. [Public Hearing Considering the Vacation of a Public Waterline Easement](#)
[Presenter: James Carothers, Engineering Manager](#)
[Time Estimate: 10 minutes](#)

PUBLIC COMMENTS

NON-AGENDA ITEMS

15. Staff
16. Council

CLOSE OF MEETING



City Council Workshop Minutes - Draft
Monday, April 20, 2026, 4:30 PM
Council Chambers, 616 NE 4th AVE

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

CALL TO ORDER

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

ROLL CALL

Present: Council Members Marilyn Boerke, Mahsa Eshghi, Tim Hein, John Nohr, Jennifer Senescu and John Svilarich

Excused: Council Member Martin Elzingre

Staff: Sydney Baker, James Carothers, Rob Charles, Scott Collins, Carrie Davis, Cliff Free, Cathy, Huber Nickerson, Tina Jones, Kayla Mobley, Brian Monnin, Robert Maul, Alan Peters, Doug Quinn, Bryan Rachal, Heidi Steffensen, Alicia Stevens, Connie Urquhart and Chris Witkowski

Press: There was no one from the press present.

PUBLIC COMMENTS

Douglas Tweet, Camas, commented about Clark County Public Transit Benefit Area Authority (CTRAN).

Margaret Tweet, Camas, commented about CTRAN.

Ellen Burton, Camas, thanked Council for their work.

WORKSHOP TOPICS

1. Parks & Recreation Commission 2025 Review
Presenters: Chris Witkowski, Parks & Recreation Director and Bud Henson, Parks & Recreation Commissioner

This item was for Council's information only.

2. Professional Services Agreement for 2027 Harvest Unit Design
Presenter: Rob Charles, Utilities Manager

This item will be placed on the May 4, 2026 City Council Regular Meeting Agenda for Council's consideration.

3. Professional Services Agreement with Annear Water Resources for Lake Management Implementation Assistance
Presenter: Brian Monnin, Engineering Project Manager

This item will be placed on the May 4, 2026 City Council Regular Meeting Agenda for Council's consideration.

4. Professional Services Agreement for Parallel STEP Main Design
Presenter: Rob Charles, Utilities Manager

This item will be placed on the May 4, 2026 City Council Regular Meeting Agenda for Council's consideration.

5. Professional Services Agreement for Programming Logic Controller Upgrades at the Wastewater Treatment Plant (WWTP)
Rob Charles, Utilities Manager

This item will be placed on the May 4, 2026 City Council Regular Meeting Agenda for Council's consideration.

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

Collins provided an update on the Stormwater Management Action Plan. Collins provided an update on Well 13.

Quinn provided a legislative update and an update from the Form of Government Committee. Quinn commented about the upcoming Planning Conference, the demolition of the Bank of America building, updated Finance department hours, Parks and Recreation and Public Works employee movement and THRIVE Camas.

PUBLIC COMMENTS

No one from the public wished to speak.

COUNCIL COMMENTS AND REPORTS

Due to time constraints, this item was moved to the April 20, 2026 City Council Regular Meeting.

CLOSE OF MEETING

The meeting closed at 6:30 p.m.



City Council Regular Meeting Minutes - Draft
Monday, April 20, 2026, 7:00 PM
Council Chambers, 616 NE 4th AVE

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Excused: Council Member Martin Elzingre

Staff: Anita Ashton, Debra Brooks, James Carothers, Rob Charles, Scott Collins, Carrie Davis, Cliff Free, Cathy Huber Nickerson, Tina Jones, Shawn MacPherson, Robert Maul, Kayla Mobley, Alan Peters, Doug Quinn, Bryan Rachal, Heidi Steffensen, Alicia Stevens, Connie Urquhart and Chris Witkowski

Press: No one from the press was present.

PUBLIC COMMENTS

Brad Richardson, Camas, commented about the Port of Camas-Washougal.

CONSENT AGENDA

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

1. March 16, 2026 Camas City Council Regular and Workshop Meeting Minutes
2. \$2,404,236.05 Automated Clearing House 703501-703557 and Claim Checks 162790-162951 Approved by Finance Committee
3. Approve ADA Self Evaluation Plan and ADA Transition Plan Updates (Submitted by James Carothers, Engineering Manager)
4. \$13,868 PBS Engineering and Environmental LLC Self Evaluation Plan (SEP) and ADA Transition Plan Update Professional Services Agreement Amendment 2 (Submitted by James Carothers, Engineering Manager)
5. Professional Services Agreement for Boulder Creek Intake Reconstruction (Submitted by Rob Charles, Utilities Manager)

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

MAYOR

6. Mayor Announcements

There were no Mayor announcements.

7. Library Week Proclamation

Mayor Hogan proclaimed April 19th-25th, 2026 as National Library Week in the City of Camas.

8. Council Assignments

It was moved by Svilarich, and seconded, to confirm the Mayor's Council Appointments as presented. The motion failed.

Roll Call Vote:

**Senescu - No
Hein - No
Svilarich - No
Nohr - No
Eshghi - Yes
Boerke - No**

9. Planning Commission Appointment

It was moved by Nohr, and seconded, to approve the Mayor's Citizen Appointment to the Planning Commission. The motion passed unanimously.

Roll Call Vote:

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

MEETING ITEMS

10. Public Hearing – Ordinance No. 26-002 Spring Omnibus Amending the 2026 Readopted Budget
Presenter: Cathy Huber Nickerson, Finance Director and Debra Brooks, Financial Analyst

Mayor Hogan continued the public hearing. The following citizens provided testimony:

Tyler Sanders

The public hearing closed at 7:32 p.m.

It was moved by Nohr, and seconded, to adopt Ordinance No. 26-002 and publish according to law. The motion passed unanimously.

Roll Call Vote:

Hein - Yes

Eshghi - Yes

Nohr - Yes

Boerke - Yes

Senescu - Yes

Svilarich - Yes

11. Resolution No. 26-005 Revising the City of Camas Fee Schedule for 2026
Presenter: Cathy Huber Nickerson, Finance Director and Debra Brooks, Financial Analyst

It was moved by Nohr, and seconded, to approve Resolution No. 26-005 with the removal of Section II. The motion passed unanimously.

12. Resolution No. 26-006 Setting a Public Hearing Concerning the Proposed Vacation of a Portion of NW Oregon Street
Presenter: James Carothers, Engineering Manager

It was moved by Boerke, and seconded, to approve Resolution No. 26-006. The motion passed unanimously.

PUBLIC COMMENTS

No one from the public wished to speak.

NON-AGENDA ITEMS

13. Staff

There were no additional staff updates.

14. Council

Hein attended the Veterans of Foreign Wars (VFW) Service Awards and 17th District Town Hall. Hein met with constituents on Well 13 and Camas Mill clean up.

Eshghi provided updates on the Port of Camas-Washougal and the Regional Transportation Council (RTC).

Boerke provided an update from the Library Board of Trustees and Ending Community Homelessness Organization (ECHO). Boerke commented about the upcoming Chamber luncheon and upcoming Downtown clean up.

Svilarich attended the 17th District Town Hall and the Building Industry Association of Clark County (BIA) luncheon.

Senescu commented about City staff's work and the upcoming Chamber luncheon.

Nohr attended a Downtown Camas Association (DCA) meeting and LEOFF 1 Board Meeting and provided updates. Nohr attended the 7th District Town Hall. Nohr commented about National Library Week and construction downtown.

CLOSE OF MEETING

The meeting closed at 8:12 p.m.

To: Brian Monnin, Engineering Project Manager – Stormwater
City of Camas, WA

April 3, 2026

CC: Scott Collins, Public Works Director, and Rob Charles, Utilities Manager, City of Camas, WA

From: Rob Annear, PhD, PE; Zoe Rodriguez del Rey, Annear Water Resources, LLC

Subject: Scope of Work for Lacamas, Round, and Fallen Leaf Lakes Management Plan and Lake Cyanobacteria Management Plan Implementation for Calendar Year 2026

Introduction

This memorandum presents the proposed scope of work and budget to support implementation of the Lacamas, Round, and Fallen Leaf Lakes Management Plan and Lake Cyanobacteria Management Plan (LCMP) for the City of Camas (City). The scope focuses on the services identified in the Request for Qualifications (RFQ), including project management, monitoring and field work, data management and reporting, lake treatment support, outreach, and grant assistance, to support effective and adaptive implementation of the LCMP. The total duration of this scope of work is eight months (May 1, 2026 through December 31, 2026).

Annear Water Resources, LLC (AWR) will serve as the prime consultant and will be supported by subconsultants Aquatic Insight, LLC, Aquatechnex, LLC, and Paradigm Strategic Communications, LLC.

Communication is a priority for this project, and AWR will maintain clear and consistent coordination with the City, including direct communication with the City's Project Manager, Brian Monnin, and timely transmittal of relevant information such as laboratory results and other project updates.

Scope of Work

The scope of work is organized into task areas that align with the services identified in the RFQ and support adaptive implementation of the LCMP. These task areas include Project Management, Monitoring and Field Work, Data Management and Reporting, Lacamas Lake Treatment, Outreach and Communication, Grant Funding, and FY 2027 Freshwater Algae Control Grant.

Task 1. Project Management

Objective

The objective of this task is to provide overall coordination, communication, and administrative support to ensure the project is executed efficiently, remains on schedule and within budget, and maintains clear and consistent communication with the City.

Activities

- Project administration will include coordination, scheduling, invoicing, and overall QA/QC to support efficient project implementation.
- Monthly project meetings will be conducted with the City to review progress and address key issues.

- Quarterly progress reports will be prepared to summarize project activities and progress.

Assumptions

- Monthly project meetings will be virtual.
- The first monthly meeting will be used as the project kick-off meeting.
- Quarterly progress reports will be in the form of a concise memo summarizing progress by task.
- Monthly invoices for work completed in the prior month will be prepared and submitted by AWR including compilation of all subconsultant, laboratory, and shipping costs.

Deliverables

- Meeting agendas, presentations (if needed), and notes.
- Quarterly progress report memo.

Task 2. Monitoring and Field Work

Objective

The objective of this task is to collect high quality, representative data to support implementation of the LCMP, inform treatment decisions, and improve understanding of watershed and in lake processes driving water quality conditions. Monitoring will be conducted in accordance with the 2025 Monitoring Plan or any subsequent updates approved by the City.

Activities

- Monitoring plan update will incorporate recommendations from the Lacamas, Round, and Fallen Leaf Lakes Monitoring Program 2024–2025 Monitoring Results report. This may include discontinuing monitoring of the Cove, composite sampling for phytoplankton monitoring, and other recommendations, as approved by the City.
- Baseline monitoring of lakes and creeks will be conducted to characterize existing water quality conditions, including:
 - Lacamas Lake LL1 – monitoring is biweekly from May through October and monthly November through December.
 - Round Lake RL1 – monthly monitoring.
 - Fallen Leaf Lake FLL1 – monthly monitoring.
 - Lacamas Creek LC-G - monitoring is biweekly from May through October and monthly November through December.
 - Lacamas Creek LC-UD, Dwyer Creek DC1, and Unnamed Creek UC1 – quarterly monitoring.
 - Summer storm event monitoring will be conducted to evaluate nutrient inputs and Lacamas Lake dynamics during summer (July-September) storm driven runoff events. Storm event sampling will be triggered when rainfall exceeds 0.25 inches in 24 hours.
 - Up to three summer storm events are anticipated.
 - Monitoring at Lacamas Lake LL1.
 - Algal bloom surveillance monitoring will be conducted during baseline monitoring to track bloom development and support timely treatment decision. This includes collection of phytoplankton sample if surface films, scums, or discoloration are observed.

- Thermistor chain and water level logger data will be downloaded and the instruments maintained, including calibration of water level logger to staff gauge, as needed, to support continuous temperature and hydrologic monitoring. This includes:
 - Lacamas Lake LL1 thermistor chain
 - Round Lake RL1 thermistor chain
 - Lacamas Creek LC-G HOMO MX2001 water level logger
- Targeted sonde profiling and sediment samples will be collected in Lacamas Lake to support focused investigations of lake stratification conditions and nutrient dynamics.
- Prepare and submit a Health and Safety Plan that includes protocols for decontamination and prevention of aquatic invasive species spread during field activities.

Assumptions

- Monitoring plan updates will be limited to recommendations in the 2024–2025 Monitoring Results report and will be incorporated into the existing 2025 Monitoring Plan.
- Lake and creek monitoring will include coordination, scheduling, equipment, deployment, sample collection, field data documentation, chain of custody (COC) procedures, and sample handling and shipment.
- Lake monitoring will be conducted using Aquatic Insight's boats.
- The City will communicate the location and nature of any surface films, scums, or discoloration if they are observed in between regularly scheduled baseline monitoring. It is anticipated that up to 10 phytoplankton samples may be collected during the summer during baseline or other scheduled monitoring events.
- Thermistor chain and water level logger data will be downloaded on a monthly basis during baseline monitoring events.
- Targeted sonde profiling and sediment sampling will be completed over a one-day period and may include up to five (5) sonde profiles and three (3) sediment cores at selected locations within Lacamas Lake.
- Laboratory coordination will be performed by the AWR team, including management of sample submittals and tracking of analytical results. Laboratory and shipping costs will be submitted on a monthly basis as part of AWR invoices. Unless otherwise agreed to by the City, IEH will be used for water quality and sediment analysis and Aquatic Analysts will be used for phytoplankton analysis.

Deliverables

- Field sheets
- COC forms
- Laboratory electronic data deliverables (EDDs), if applicable

Task 3. Data Management, Analysis and Reporting

Objective

The objective of Data Management and Reporting is to ensure that monitoring data are accurately managed, quality controlled, analyzed, and reported to support LCMP implementation, regulatory compliance, and informed decision making.

Activities

- An Excel database will be developed to maintain a structured database for storing, organizing, and analyzing monitoring data. This includes field, sonde profile, laboratory, phytoplankton, sediment, thermistor chain, and water level logger data.
- Data entry and QA/QC review will be conducted to ensure data are complete, accurate, and consistent with applicable quality assurance requirements. Data will be updated at least on a monthly basis to ensure up to date information and forwarded to the City's Project Manager.
- Data analysis, including preparation of graphs and tables, will be performed to evaluate water quality conditions, trends, and key drivers relevant to LCMP implementation. This includes field, sonde profile, laboratory, phytoplankton, thermistor chain, and water level logger data. Graphs and tables will be updated at least on a monthly basis to ensure up to date information is readily available.
- Annual Report preparation will summarize monitoring results, data interpretation, and key findings for the reporting year. The annual report will cover a twelve-month period. Comparisons with historical data may also be included in the Annual Report.
- Data submittal to Washington State Department of Ecology (Ecology) Environmental Information Management (EIM) will be completed, as needed, and in accordance with Ecology requirements.

Assumptions

- The Excel database will include data gathered for the 2024–2025 Monitoring Results report and collected in 2026, including data collected by the City prior to May. The database can be expanded in the future to include other historical data available to the City.
- A draft of the Excel database will be presented to the City for approval during a monthly project meeting.
- The Annual Report will undergo one round of review by the City with one set of consolidated comments.
- Data submittal to the Ecology EIM database is not currently required for baseline monitoring by the City; therefore, this effort is assumed to be minimal and will be completed only, as needed.

Deliverables

- Excel database for storage, organization, and analysis of monitoring data.
- Monthly email with updated data.
- Draft and final Annual Report incorporating City comments.
- EIM data submittal files (as needed).

Task 4. Lacamas Lake Treatment Planning and Coordination

Objective

The objective of the task is to support development, implementation, and documentation of lake treatment strategies and activities using a data driven and adaptive approach.

Activities

- Lacamas Lake treatment planning meeting(s) will be conducted with the City to review monitoring results, discuss treatment options, and define the upcoming treatment approach.
- Lacamas Lake Treatment Plan technical memo will be prepared to document recommended treatment approach, including treatment type, timing, and application parameters. This document will be used to guide the lake treatment applicator with the application parameters and required reporting.
- Pre-treatment and post-treatment monitoring will be conducted to evaluate lake conditions and comply with APAM General Permit monitoring requirements, as applicable.
- Lacamas Lake treatment coordination will be conducted to support scheduling, logistics, and implementation of treatment activities and will include required notifications to Ecology under the APAM General Permit.
- APAM General Permit notifications and reporting will be completed in accordance with Ecology requirements.
- Lacamas Lake treatment documentation will be prepared to summarize treatment implementation, monitoring results, and outcomes.

Assumptions

- Up to four (4) one-hour virtual meetings are included for annual treatment planning and coordination based on up to two treatments anticipated to occur in 2026.
- The Lacamas Lake Treatment Plan will be a concise technical memorandum documenting treatment timing, chemical dose, area of application, and associated monitoring requirements for each treatment.
- APAM General Permit reporting will include required notifications to Ecology prior to treatment and submittal of chemical dose and monitoring results via email, as required by the permit.
- Requirements for public notification of planned treatments will be done under Task 5, Communication and Outreach.
- Pre-treatment and post-treatment monitoring requirements under the permit will be satisfied during regularly scheduled baseline monitoring, with the exception of monitoring required the day after treatment. Monitoring required during treatment application will be conducted by the applicator as part of routine application activities. Requirements will be documented in the Lacamas Lake Treatment Plan.
- Laboratory cost estimates associated with the APAM General Permit monitoring assume full compliance with all monitoring requirements; however, approved modifications to monitoring allowed under the 2026 APAM General Permit may reduce these costs.
- Annual Lacamas Lake treatment documentation will be a concise memorandum building on the Treatment Plan(s) and will document implementation, any deviations from the planned approach, confirmed chemical doses, area of application, monitoring results, and outcomes.
- Lacamas Lake Treatment Plan(s) and Annual Documentation technical memos will each undergo one round of review by the City before being finalized.
- Costs for treatment application are not included in this scope and will be paid directly by the City.

Deliverables

- Meeting notes for treatment planning and coordination meetings.
- Lacamas Lake Treatment Plan technical memorandum(s).
- Pre-treatment and post-treatment monitoring data, including field data sheets, COCs, and laboratory results.
- APAM General Permit notification and reporting submittals.
- Annual Lacamas Lake Treatment technical memo.

Task 5. Outreach and Communication

Objective

The objective of this task is to support clear, consistent, and accessible communication of LCMP implementation activities, monitoring results, and treatment actions to City Council, stakeholders, and the public.

Activities

- Routine website updates will be completed to provide timely information to the public, including treatment notifications and posting of cyanobacteria advisories when issued by the County.
- Host two website planning meetings with City staff (e.g., Project Manager, Director of Communications, IT) to understand existing website challenges/needs, define long-term website goals, assess IT capacity, and confirm the Client's website hosting platform and brand assets.
 - One presentation, agenda, and notes will be created to support the meetings. Each meeting will be 90 minutes and held virtually.
- AWR will assess the current web presence and propose a new website architecture to meet the Client's stated goals.
- The Deliverable will be a wireframe (conceptual layout) of the proposed revised site delivered in PDF format.
- Create one presentation to City Council to summarize monitoring results, treatment activities, and key findings after the active cyanobacteria season (target is late fall each year). Copy edit and format presentation (up to 50 slides)
- One meeting with the Lacamas Watershed Council will be conducted to share project updates, monitoring results, and planned activities. Deliverables include a tailored presentation.

Assumptions

- Routine website updates will include content (text and visuals) and the City will implement the updates.
 - Client will supply any imagery or iconography used. Content for each update is up to 500 words. Assumes monthly updates during the cyanobacteria active season (June-September).
- The annual presentation to City Council will include staff report and presentation which will be finalized at minimum two weeks before the selected City Council meeting.
- The annual meeting with the Lacamas Watershed Council will use the same presentation developed for the City Council and is intended to strengthen coordination and information sharing related to activities planned by the City and monitoring activities conducted by the Watershed Council.
- Communications products assume no more than two rounds of Client review.

Task 6. Grant Funding Support

Objective

The objective of this task is to identify and secure external funding opportunities to support implementation of the LCMP and related lake management activities.

Activities

- Grant and funding opportunities will be tracked to identify relevant local, state, and federal funding sources that align with LCMP implementation needs.
 - Research grant funding opportunities.
 - Monthly updates on upcoming opportunities.
- One grant application will be developed in coordination with the City, including preparation of application materials, supporting documentation, and required forms. Potential funding opportunities will be evaluated and discussed with the City's Project Manager to select the most appropriate opportunity to pursue.

Assumptions

- Grant and funding opportunities will be tracked in a living spreadsheet that includes key information such as funding source, eligibility requirements, match requirements and timelines.
- For budgeting purposes, development of one grant application is assumed to require a level of effort comparable to preparation of an application for the Ecology Freshwater Algae Control Grant Program. If a funding opportunity is identified that requires a greater level of effort, this will be discussed with the City's Project Manager prior to proceeding.
- If funding opportunities are identified that require preparation of more than one application or a greater level of effort, this work will be discussed with the City and subject to approval.
- Grant application and associated materials will undergo one round of review by the City before being finalized.

Deliverables

- Living spreadsheet tracking grant and funding opportunities.
- Draft and final grant application package ready for submittal.

Task 7. FY 2027 Freshwater Algae Control Grant

Objective

The objective of this task is to conduct the work defined in the Tracking Phosphorus Loading to Support Lacamas Lake LCMP Implementation project, funded by the FY 2027 Freshwater Algae Control Grant Program, in accordance with the grant application and Ecology contract. This work will quantify external phosphorus sources and transport pathways to Lacamas Lake and evaluate how seasonal and storm driven inputs influence lake conditions to inform watershed nutrient reduction strategies, treatment strategies, and support implementation of the LCMP.

Activities

- Grant administration and management support will be provided to assist the City in meeting Ecology's requirements, including coordination, documentation, and reporting.
- A project monitoring plan will be developed to define monitoring locations, parameters, and event triggers to characterize external nutrient inputs and support Ecology compliant data collection.
- Phosphorus in Lower Lacamas Creek will be tracked through baseflow and storm event monitoring to evaluate spatial and seasonal variation in nutrient concentrations and loads.

- Storm event monitoring of tributaries and outfalls will be conducted to characterize phosphorus inputs from smaller inflows discharging directly to Lacamas Lake during storm conditions.
- Summer storm monitoring will be conducted to evaluate nutrient pulses from Lacamas Creek and associated lake response during periods of elevated cyanobacteria risk.
- Technical reporting and outreach will be conducted to compile, analyze, and synthesize results into a technical report and presentation, including presentation of findings to the Lacamas Watershed Council to support decision making and coordination with stakeholders.

Assumptions

- The City will serve as the grant recipient and will be responsible for overall grant administration and compliance with Ecology requirements. Support will be provided to the City in the form of assistance with preparing Quarterly Progress Reports, a Recipient Closeout Report, and a Project Outcome Summary Report.
- The level of effort and associated costs for this task are assumed to be consistent with those defined in the grant application and subsequent contract with Ecology.
- The Technical Report will undergo one round of review by the City and will be used as the required Project Outcome Summary Report.
- During the project kickoff meeting, Ecology invoicing and reimbursement requirements will be reviewed to ensure billing under this task aligns with grant requirements.

Deliverables

- Project Monitoring Plan.
- Monitoring datasets and EIM submittals.
- Draft and final Technical Report.
- Presentation materials for meeting with Lacamas Watershed Council.
- Quarterly progress reports

Scope of Work Schedule

Work under this scope shall commence on May 1, 2026. Activities described herein represent work for calendar year 2026 and will be completed by December 31, 2026. A detailed task-based schedule will be developed following contract execution and presented at the project kickoff meeting.

Budget

The estimated budget for this project is \$205,100, including \$47,000 allocated to Task 7, which is eligible for reimbursement through the FY 2027 Freshwater Algae Control Grant awarded by Ecology to the City. The resulting total direct cost to the City is \$158,100. The budget by task is provided in the table below. Cost estimates are inclusive of labor, laboratory costs, and sample shipping.

A contingency of 5% \$10,155, is included to address unforeseen work in support of the City; however, use of contingency funds will require prior written approval from the City.

The rates used are AWR Team established 2026 rates and will remain constant for the duration of the year. The budget estimate was developed with no markup on expenses, and no markup on subconsultant costs.

Task	Title	Cost
1	Project Management	\$13,600
2	Monitoring and Field Work	\$62,600
3	Data Management, Analysis, and Reporting	\$20,100
4	Lacamas Lake Treatment Planning and Coordination	\$17,600
5	Outreach and Communication	\$31,200
6	Grant Funding Support	\$13,000
	Subtotal for Task 1-6	\$158,100
7	FY 2027 Freshwater Algae Control Grant	\$47,000
	Total for Tasks 1-7	\$205,100
	Contingency (5%)	\$10,155
	Grand Total	\$215,255

2026 Rate Schedule

Annear Water Resources

Labor Category	Name	Rate/Hour
Senior Principal	Robert Annear	\$224.70
Principal	Zoe Rodriguez del Rey	\$205.80
Senior Professional	Anurag Mishra	\$180.70
Project Management Assistant		\$142.40
Senior Staff Professional	Noah K. Benitez-Nelson	\$125.90
Staff Professional		\$110.00
Project Accountant	Alex Moore	\$80.50

Direct Expenses	Cost
Subcontract Services	Cost
Specialized Computer Applications (per hour)	\$ 24
Personal Automobile (per mile)	Current Gov't Rate

Aquatic Insight

Staff Title	Staff Name	Technical Hourly Rate	Fieldwork Hourly Rate	Travel Hourly Rate
Principal	Mark Rosenkranz	\$195.00	\$150.00	\$90.00
Senior Scientist	Lizbeth Seebacher	\$135.00	\$100.00	\$60.00
Technician		\$105.00	\$80.00	\$45.00
Junior Field Staff	Cher Prazak	\$95.00	\$70.00	\$45.00
Administration		\$80.00	n/a	n/a

AquaTechnex

Labor Category	Name	Rate
Principal	Terry McNabb	\$150.00
Support Staff		\$125.00

Paradigm

Labor Category	Name	Rate
Principal	Jennifer Rogers	\$240.00
Creative Lead	Nina Thoming	\$200.00



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
CONTRACT No. 260133

616 NE 4th Avenue
 Camas, WA 98607

PROJECT NO. STM23001

LCMP Implementation Support

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and Annear Water Resources, LLC (AWR), 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 LCMP Implementation Support.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than December 31, 2026, 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 services rendered in an amount not to exceed \$205,100 under this Agreement, unless amended to authorize additional compensation from the contingency in the amount of \$10,155, 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:
 Brian Monnin
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7988 x4221
 EMAIL: bmonnin@cityofcamas.us
- Notices to Consultant shall be sent to the following address:
 Robert L. Annear Jr.
 Annear Water Resources, LLC (AWR)
 2805 NE 15th Ave.
 Portland OR 97212
 PH: 503-936-0115
 EMAIL: rob@annearwaterresources.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 _____

CITY OF CAMAS:

Annear Water Resources, LLC (AWR):
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

EXHIBIT “A” SCOPE OF SERVICES

Scope of Work

The scope of work is organized into task areas that align with the services identified in the RFQ and support adaptive implementation of the LCMP. These task areas include Project Management, Monitoring and Field Work, Data Management and Reporting, Lacamas Lake Treatment, Outreach and Communication, Grant Funding, and FY 2027 Freshwater Algae Control Grant.

Task 1. Project Management

Objective

The objective of this task is to provide overall coordination, communication, and administrative support to ensure the project is executed efficiently, remains on schedule and within budget, and maintains clear and consistent communication with the City.

Activities

Project administration will include coordination, scheduling, invoicing, and overall QA/QC to support efficient project implementation.

Monthly project meetings will be conducted with the City to review progress and address key issues.

Quarterly progress reports will be prepared to summarize project activities and progress.

Assumptions

Monthly project meetings will be virtual.

The first monthly meeting will be used as the project kick-off meeting.

Quarterly progress reports will be in the form of a concise memo summarizing progress by task.

Monthly invoices for work completed in the prior month will be prepared and submitted by AWR including compilation of all subconsultant, laboratory, and shipping costs.

Deliverables

Meeting agendas, presentations (if needed), and notes.

Quarterly progress report memo.

Task 2. Monitoring and Field Work

Objective

The objective of this task is to collect high quality, representative data to support implementation of the LCMP, inform treatment decisions, and improve understanding of watershed and in lake processes driving water quality conditions.

Monitoring will be conducted in accordance with the 2025 Monitoring Plan or any subsequent updates approved by the City.

Activities

Monitoring plan update will incorporate recommendations from the Lacamas, Round, and Fallen Leaf Lakes Monitoring Program 2024–2025 Monitoring Results report. This may include discontinuing monitoring of the Cove, composite sampling for phytoplankton monitoring, and other recommendations, as approved by the City.

Baseline monitoring of lakes and creeks will be conducted to characterize existing water quality conditions, including:

Lacamas Lake LL1 – monitoring is biweekly from May through October and monthly November through December.

Round Lake RL1 – monthly monitoring.

Fallen Leaf Lake FLL1 – monthly monitoring.

Lacamas Creek LC-G - monitoring is biweekly from May through October and monthly November through December.

Lacamas Creek LC-UD, Dwyer Creek DC1, and Unnamed Creek UC1 – quarterly monitoring.

Summer storm event monitoring will be conducted to evaluate nutrient inputs and Lacamas Lake dynamics during summer (July-September) storm driven runoff events. Storm event sampling will be triggered when rainfall exceeds 0.25 inches in 24 hours.

Up to three summer storm events are anticipated.

Monitoring at Lacamas Lake LL1.

Algal bloom surveillance monitoring will be conducted during baseline monitoring to track bloom development and support timely treatment decision. This includes collection of phytoplankton sample if surface films, scums, or discoloration are observed.

Thermistor chain and water level logger data will be downloaded and the instruments maintained, including calibration of water level logger to staff gauge, as needed, to support continuous temperature and hydrologic monitoring. This includes:

Lacamas Lake LL1 thermistor chain

Round Lake RL1 thermistor chain

Lacamas Creek LC-G HOMO MX2001 water level logger

Targeted sonde profiling and sediment samples will be collected in Lacamas Lake to support focused investigations of lake stratification conditions and nutrient dynamics.

Prepare and submit a Health and Safety Plan that includes protocols for decontamination and prevention of aquatic invasive species spread during field activities.

Assumptions

Monitoring plan updates will be limited to recommendations in the 2024–2025 Monitoring Results report and will be incorporated into the existing 2025 Monitoring Plan.

Lake and creek monitoring will include coordination, scheduling, equipment, deployment, sample collection, field data documentation, chain of custody (COC) procedures, and sample handling and shipment.

Lake monitoring will be conducted using Aquatic Insight's boats.

The City will communicate the location and nature of any surface films, scums, or discoloration if they are observed in between regularly scheduled baseline monitoring. It is anticipated that up to 10 phytoplankton samples may be collected during the summer during baseline or other scheduled monitoring events.

Thermistor chain and water level logger data will be downloaded on a monthly basis during baseline monitoring events.

Targeted sonde profiling and sediment sampling will be completed over a one-day period and may include up to five (5) sonde profiles and three (3) sediment cores at selected locations within Lacamas Lake.

Laboratory coordination will be performed by the AWR team, including management of sample submittals and tracking of analytical results. Laboratory and shipping costs will be submitted on a monthly basis as part of AWR invoices. Unless otherwise agreed to by the City, IEH will be used for water quality and sediment analysis and Aquatic Analysts will be used for phytoplankton analysis.

Deliverables

Field sheets

COC forms

Laboratory electronic data deliverables (EDDs), if applicable

Task 3. Data Management, Analysis and Reporting

Objective

The objective of Data Management and Reporting is to ensure that monitoring data are accurately managed, quality controlled, analyzed, and reported to support LCMP implementation, regulatory compliance, and informed decision making.

Activities

An Excel database will be developed to maintain a structured database for storing, organizing, and analyzing monitoring data. This includes field, sonde profile, laboratory, phytoplankton, sediment, thermistor chain, and water level logger data.

Data entry and QA/QC review will be conducted to ensure data are complete, accurate, and consistent with applicable quality assurance requirements. Data will be updated at least on a monthly basis to ensure up to date information and forwarded to the City's Project Manager.

Data analysis, including preparation of graphs and tables, will be performed to evaluate water quality conditions, trends, and key drivers relevant to LCMP implementation. This includes field, sonde profile, laboratory, phytoplankton, thermistor chain, and water level logger data. Graphs and tables will be updated at least on a monthly basis to ensure up to date information is readily available.

Annual Report preparation will summarize monitoring results, data interpretation, and key findings for the reporting year. The annual report will cover a twelve-month period. Comparisons with historical data may also be included in the Annual Report.

Data submittal to Washington State Department of Ecology (Ecology) Environmental Information Management (EIM) will be completed, as needed, and in accordance with Ecology requirements.

Assumptions

The Excel database will include data gathered for the 2024–2025 Monitoring Results report and collected in 2026, including data collected by the City prior to May. The database can be expanded in the future to include other historical data available to the City.

A draft of the Excel database will be presented to the City for approval during a monthly project meeting.

The Annual Report will undergo one round of review by the City with one set of consolidated comments.

Data submittal to the Ecology EIM database is not currently required for baseline monitoring by the City; therefore, this effort is assumed to be minimal and will be completed only, as needed.

Deliverables

Excel database for storage, organization, and analysis of monitoring data.

Monthly email with updated data.

Draft and final Annual Report incorporating City comments.

EIM data submittal files (as needed).

Task 4. Lacamas Lake Treatment Planning and Coordination

Objective

The objective of the task is to support development, implementation, and documentation of lake treatment strategies and activities using a data driven and adaptive approach.

Activities

Lacamas Lake treatment planning meeting(s) will be conducted with the City to review monitoring results, discuss treatment options, and define the upcoming treatment approach.

Lacamas Lake Treatment Plan technical memo will be prepared to document recommended treatment approach, including treatment type, timing, and application parameters. This document will be used to guide the lake treatment applicator with the application parameters and required reporting.

Pre-treatment and post-treatment monitoring will be conducted to evaluate lake conditions and comply with APAM General Permit monitoring requirements, as applicable.

Lacamas Lake treatment coordination will be conducted to support scheduling, logistics, and implementation of treatment activities and will include required notifications to Ecology under the APAM General Permit.

APAM General Permit notifications and reporting will be completed in accordance with Ecology requirements.

Lacamas Lake treatment documentation will be prepared to summarize treatment implementation, monitoring results, and outcomes.

Assumptions

Up to four (4) one-hour virtual meetings are included for annual treatment planning and coordination based on up to two treatments anticipated to occur in 2026.

The Lacamas Lake Treatment Plan will be a concise technical memorandum documenting treatment timing, chemical dose, area of application, and associated monitoring requirements for each treatment.

APAM General Permit reporting will include required notifications to Ecology prior to treatment and submittal of chemical dose and monitoring results via email, as required by the permit.

Requirements for public notification of planned treatments will be done under Task 5, Communication and Outreach.

Pre-treatment and post-treatment monitoring requirements under the permit will be satisfied during regularly scheduled baseline monitoring, with the exception of monitoring required the day after treatment. Monitoring required during treatment application will be conducted by the applicator as part of routine application activities. Requirements will be documented in the Lacamas Lake Treatment Plan.

Laboratory cost estimates associated with the APAM General Permit monitoring assume full compliance with all monitoring requirements; however, approved modifications to monitoring allowed under the 2026 APAM General Permit may reduce these costs.

Annual Lacamas Lake treatment documentation will be a concise memorandum building on the Treatment Plan(s) and will document implementation, any deviations from the planned approach, confirmed chemical doses, area of application, monitoring results, and outcomes.

Lacamas Lake Treatment Plan(s) and Annual Documentation technical memos will each undergo one round of review by the City before being finalized.

Costs for treatment application are not included in this scope and will be paid directly by the City.

Deliverables

Meeting notes for treatment planning and coordination meetings.

Lacamas Lake Treatment Plan technical memorandum(s).

Pre-treatment and post-treatment monitoring data, including field data sheets, COCs, and laboratory results.

APAM General Permit notification and reporting submittals.

Annual Lacamas Lake Treatment technical memo.

Task 5. Outreach and Communication

Objective

The objective of this task is to support clear, consistent, and accessible communication of LCMP implementation activities, monitoring results, and treatment actions to City Council, stakeholders, and the public.

Activities

Routine website updates will be completed to provide timely information to the public, including treatment notifications and posting of cyanobacteria advisories when issued by the County.

Host two website planning meetings with City staff (e.g., Project Manager, Director of Communications, IT) to understand existing website challenges/needs, define long-term website goals, assess IT capacity, and confirm the Client's website hosting platform and brand assets.

One presentation, agenda, and notes will be created to support the meetings. Each meeting will be 90 minutes and held virtually.

AWR will assess the current web presence and propose a new website architecture to meet the Client's stated goals.

The Deliverable will be a wireframe (conceptual layout) of the proposed revised site delivered in PDF format.

Create one presentation to City Council to summarize monitoring results, treatment activities, and key findings after the active cyanobacteria season (target is late fall each year). Copy edit and format presentation (up to 50 slides)

One meeting with the Lacamas Watershed Council will be conducted to share project updates, monitoring results, and planned activities. Deliverables include a tailored presentation.

Assumptions

Routine website updates will include content (text and visuals) and the City will implement the updates.

Client will supply any imagery or iconography used. Content for each update is up to 500 words. Assumes monthly updates during the cyanobacteria active season (June-September).

The annual presentation to City Council will include staff report and presentation which will be finalized at minimum two weeks before the selected City Council meeting.

The annual meeting with the Lacamas Watershed Council will use the same presentation developed for the City Council and is intended to strengthen coordination and information sharing related to activities planned by the City and monitoring activities conducted by the Watershed Council.

Communications products assume no more than two rounds of Client review.

Task 6. Grant Funding Support

Objective

The objective of this task is to identify and secure external funding opportunities to support implementation of the LCMP and related lake management activities.

Activities

Grant and funding opportunities will be tracked to identify relevant local, state, and federal funding sources that align with LCMP implementation needs.

Research grant funding opportunities.

Monthly updates on upcoming opportunities.

One grant application will be developed in coordination with the City, including preparation of application materials, supporting documentation, and required forms. Potential funding opportunities will be evaluated and discussed with the City's Project Manager to select the most appropriate opportunity to pursue.

Assumptions

Grant and funding opportunities will be tracked in a living spreadsheet that includes key information such as funding source, eligibility requirements, match requirements and timelines.

For budgeting purposes, development of one grant application is assumed to require a level of effort comparable to preparation of an application for the Ecology Freshwater Algae Control Grant Program. If a funding opportunity is identified that requires a greater level of effort, this will be discussed with the City's Project Manager prior to proceeding.

If funding opportunities are identified that require preparation of more than one application or a greater level of effort, this work will be discussed with the City and subject to approval.

Grant application and associated materials will undergo one round of review by the City before being finalized.

Deliverables

Living spreadsheet tracking grant and funding opportunities.
Draft and final grant application package ready for submittal.

Task 7. FY 2027 Freshwater Algae Control Grant

Objective

The objective of this task is to conduct the work defined in the Tracking Phosphorus Loading to Support Lacamas Lake LCMP Implementation project, funded by the FY 2027 Freshwater Algae Control Grant Program, in accordance with the grant application and Ecology contract. This work will quantify external phosphorus sources and transport pathways to Lacamas Lake and evaluate how seasonal and storm driven inputs influence lake conditions to inform watershed nutrient reduction strategies, treatment strategies, and support implementation of the LCMP.

Activities

Grant administration and management support will be provided to assist the City in meeting Ecology's requirements, including coordination, documentation, and reporting.

A project monitoring plan will be developed to define monitoring locations, parameters, and event triggers to characterize external nutrient inputs and support Ecology compliant data collection.

Phosphorus in Lower Lacamas Creek will be tracked through baseflow and storm event monitoring to evaluate spatial and seasonal variation in nutrient concentrations and loads.

Storm event monitoring of tributaries and outfalls will be conducted to characterize phosphorus inputs from smaller inflows discharging directly to Lacamas Lake during storm conditions.

Summer storm monitoring will be conducted to evaluate nutrient pulses from Lacamas Creek and associated lake response during periods of elevated cyanobacteria risk.

Technical reporting and outreach will be conducted to compile, analyze, and synthesize results into a technical report and presentation, including presentation of findings to the Lacamas Watershed Council to support decision making and coordination with stakeholders.

Assumptions

The City will serve as the grant recipient and will be responsible for overall grant administration and compliance with Ecology requirements. Support will be provided to the City in the form of assistance with preparing Quarterly Progress Reports, a Recipient Closeout Report, and a Project Outcome Summary Report.

The level of effort and associated costs for this task are assumed to be consistent with those defined in the grant application and subsequent contract with Ecology.

The Technical Report will undergo one round of review by the City and will be used as the required Project Outcome Summary Report.

During the project kickoff meeting, Ecology invoicing and reimbursement requirements will be reviewed to ensure billing under this task aligns with grant requirements.

Deliverables

Project Monitoring Plan.
Monitoring datasets and EIM submittals.
Draft and final Technical Report.
Presentation materials for meeting with Lacamas Watershed Council.

Quarterly progress reports

Scope of Work Schedule

Work under this scope shall commence on May 1, 2026. Activities described herein represent work for calendar year 2026 and will be completed by December 31, 2026. A detailed task-based schedule will be developed following contract execution and presented at the project kickoff meeting.

**EXHIBIT “B”
COSTS FOR SCOPE OF SERVICES**

Budget

The estimated budget for this project is \$205,100, including \$47,000 allocated to Task 7, which is eligible for reimbursement through the FY 2027 Freshwater Algae Control Grant awarded by Ecology to the City. The resulting total direct cost to the City is \$158,100. The budget by task is provided in the table below. Cost estimates are inclusive of labor, laboratory costs, and sample shipping.

A contingency of 5% \$10,155, is included to address unforeseen work in support of the City; however, use of contingency funds will require prior written approval from the City.

The rates used are AWR Team established 2026 rates and will remain constant for the duration of the year. The budget estimate was developed with no markup on expenses, and no markup on subconsultant costs.

Task	Title	Cost
1	Project Management	\$13,600
2	Monitoring and Field Work	\$62,600
3	Data Management, Analysis, and Reporting	\$20,100
4	Lacamas Lake Treatment Planning and Coordination	\$17,600
5	Outreach and Communication	\$31,200
6	Grant Funding Support	\$13,000
	Subtotal for Task 1-6	\$158,100
7	FY 2027 Freshwater Algae Control Grant	\$47,000
	Total for Tasks 1-7	\$205,100
	Contingency (5%)	\$10,155
	Grand Total	\$215,255

EXHIBIT "C"
BILLING RATES

2026 Rate Schedule

Annear Water Resources

Labor Category	Name	Rate/Hour
Senior Principal	Robert Annear	\$224.70
Principal	Zoe Rodriguez del Rey	\$205.80
Senior Professional	Anurag Mishra	\$180.70
Project Management Assistant		\$142.40
Senior Staff Professional	Noah K. Benitez-Nelson	\$125.90
Staff Professional		\$110.00
Project Accountant	Alex Moore	\$80.50

Direct Expenses	Cost
Subcontract Services	Cost
Specialized Computer Applications (per hour)	\$ 24
Personal Automobile (per mile)	Current Gov't Rate

Aquatic Insight

Staff Title	Staff Name	Technical Hourly Rate	Fieldwork Hourly Rate	Travel Hourly Rate
Principal	Mark Rosenkranz	\$195.00	\$150.00	\$90.00
Senior Scientist	Lizbeth Seebacher	\$135.00	\$100.00	\$60.00
Technician		\$105.00	\$80.00	\$45.00
Junior Field Staff	Cher Prazak	\$95.00	\$70.00	\$45.00
Administration		\$80.00	n/a	n/a

AquaTechnex

Labor Category	Name	Rate
Principal	Terry McNabb	\$150.00
Support Staff		\$125.00

Paradigm

Labor Category	Name	Rate
Principal	Jennifer Rogers	\$240.00
Creative Lead	Nina Thoming	\$200.00

**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:

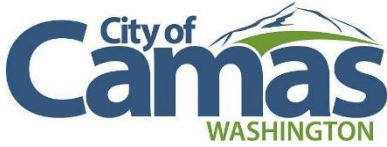
1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from 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.
6. **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. WTR24007

Forest Management 2027

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

- 1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the Forest Management 2027.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than December 31st 2031, 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 \$96,950 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 bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
 - Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
 - Civil Rights Restoration Act of 1987
(Public Law 100-259)
 - Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
 - 49 CFR Part 21
 - 23 CFR Part 200
 - RCW 49.60.180

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

12. Confidentiality. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
- a. The Consultant, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense

in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Consultant is unable to certify to any of the statements in this contract, the Consultant shall attach an explanation to this contract.
 - c. The Consultant agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
 - d. The Consultant further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

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

15. Intellectual Property.

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

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Consultant may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
 Rob Charles
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7003 ext 4203
 EMAIL: rcharles@cityofcamas.us
- Notices to Consultant shall be sent to the following address:
 Bryce Hanson
 AKS Engineering & Forestry, LLC
 9600 NE 126th Ave Suite 2520
 Vancouver, WA 98682
 PH: 360-882-0419
 EMAIL bryceh@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, LLC:
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

**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).

February 24, 2026

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

**RE: PROPOSAL TO PROVIDE PROFESSIONAL SERVICES FOR HARVEST ENTRY 1 OF THE UPDATED FMP, JONES 2027
TIMBER SALE LOCATED IN THE BOULDER CREEK AND JONES CREEK WATERSHEDS**

Dear Mr. Charles:

Attached is our estimate to provide services for the Jones 2027 Timber Sale located in the City of Camas Boulder Creek and Jones Creek Watersheds, Clark County, Washington.

The purpose of this proposal is to provide professional services for timber sale preparation and contract administration for the Jones 2027 Timber Sale. The proposed timber sale area (±84 Acres) is based on the revised and adopted City of Camas Boulder and Jones Creek Forest Management Plan (FMP) and will mark the start of the revised harvest unit schedule. Including the salvage timber sales associated with the Nakia Creek fire of 2022, this proposed sale will be the ninth timber sale in the watershed.

This proposed timber sale is primarily a rehabilitation project due to the poor stocking of merchantable timber in the sale area. This means that the marketability of the sale could present some challenges and could result in a short-term net financial loss to the City as presented in the adopted City of Camas Boulder Creek and Jones Creek Forest Management Plan.

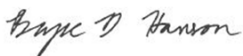
The attached aerial exhibit demonstrates poor stocking in the proposed harvest area (units 13 & 14), as opposed to the more well stocked areas shown to the north (units 16 & 35), which are planned for future harvest. The light green areas of units 13 & 14 are generally non-merchantable species, where the dark green areas are the merchantable conifer species. There is a clear difference between the areas, thus depicting the need to rehabilitate this area and resultantly an anticipated low financial return or net loss.

The attached exhibit depicts the proposed harvest area, part of which lies above the Jones intake facility and therefore requires increased buffers on contributing streams. Being above the intake facility also requires additional field investigations across the wet and dry seasons to properly identify the streams, differentiate the stream classifications, and apply the appropriate buffers per the FMP. Exact harvest area configurations (including size) and proposed road locations will be adjusted as necessary to conform to buffers and other field conditions.

We look forward to continuing to work with you on this project. If you have any questions or comments, please contact me at (360) 882-0419 or BryceH@aks-eng.com.

Sincerely,

AKS ENGINEERING & FORESTRY, LLC



Bryce D. Hanson, PE, LSIT, Certified Arborist

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is made between the City of Camas (Client) and AKS Engineering & Forestry, LLC (AKS) to provide professional forestry and forest engineering services for the Jones 2027 Timber Sale located in the Boulder Creek and Jones Creek Watersheds (SE ¼ of Section 3, T2N, R4E, W.M., Clark County, Washington). The Client authorizes AKS to provide professional consulting services acting as an independent consultant for this project as individually named. The scope of work and fees are as follows:

PROJECT UNDERSTANDING

The Client would like to implement Entry 1 of the revised and adopted Boulder Creek and Jones Creek Watershed Forest Management Plan (FMP). This entry will include harvest units 13 and 14 from the FMP (see attached exhibit). The project deliverables will include completed field work (forestry and forest engineering), a timber sale bid packet ready for auction, contract administration of the Jones 2027 Timber Sale Contract, and tree planting administration and monitoring services for the harvested units. The understanding is that the timber harvest will be planned for sale in the fall/winter of 2026, with active operations occurring in 2027.

SCOPE OF WORK

The following list of items are services AKS will be responsible for completing. All work outlined below will be performed by or under the direct supervision of an ISA Certified Arborist and/or Professional Engineer (PE) licensed in the State of Washington.

I. TIMBER SALE LAYOUT

A. FOREST ENGINEERING SERVICES

I) HARVEST UNIT LAYOUT

- Perform unit reconnaissance and layout to identify and mark streams, stream types, other water bodies, evidence of root rot, and physical characteristics of the harvest units.
- Mark harvest unit boundaries (cutting lines, Riparian Management Zones, etc.).
- Perform unit boundary mapping to determine the actual harvest areas.
- Based on harvest area, determine the amount and appropriate locations of Wildlife Reserve Trees (WRTs) and Green Retention Trees (GRTs) required to remain.
- Mark the WRTs and GRTs in the field.

II) ROAD LAYOUT AND DESIGN

- Perform field investigation to determine road and landing locations.
- Survey the preliminary road location.
- Complete road designs.
- Perform road staking/posting of the final road designs.
- Perform field investigations to determine road maintenance needs along the timber haul route.
- Coordinate with the City and adjacent landowners (as required) for maintenance needs along the timber haul route

B. FORESTRY SERVICES

- Perform a timber cruise of the harvest areas to estimate harvest volume.
- Perform a timber appraisal, including the timber value and road construction and harvesting costs. These factors will help determine an estimated stumpage value.

II. TIMBER SALE PACKET

A. SPECIFICATIONS/BIDDING/PERMITTING

The following services will be provided for finalizing a complete timber sale packet that can be advertised and let out for bid.

- Department of Natural Resources (DNR) Permitting: Prepare permit applications, such as the Forest Practice Application (FPA), and obtain permits for road construction and harvesting activities.
- Special provisions/specifications include preparation of the following for inclusion in the contract:
 - Road specifications
 - Harvest specifications
- Timber sale contract preparation, compilation, and revisions based on Client review.
- Marketing of the contract to prospective bidders.

III. TIMBER SALE ADMINISTRATION

A. CONTRACT ADMINISTRATION

The following services will be provided for the duration of the Jones 2027 Timber Sale Contract:

- Attend pre-work conference to meet the selected contract buyer and subcontractors to review the timber sale contract and determine a plan of operations.
- Perform site visits as necessary during sale operations to ensure compliance with the timber sale contract. Up to one visit per day during active operations may be necessary.
- Review log truck tickets and payments to ensure the Client is receiving adequate payments for forest products removed.
- Timber sale close-out procedures to ensure all contract terms have been met.

IV. POST-SALE ADMINISTRATION

A. TREE PLANTING ADMINISTRATION

These services will include the following activities to replant the Jones 2027 Timber Sale harvest units:

- Reserve seedlings on behalf of the Client.
- Prepare tree planting contract documents (Client is responsible for legal portion of contract and bidding).
- Provide contract administration of the tree planting contract to ensure compliance.

B. TREE SURVIVAL MONITORING

Monitoring services will include performing site visits and tree survival surveys for the first three years following tree planting. Monitoring is required under the Forest Practice Act to ensure planted trees survive the initial years and are determined to be achieving "Satisfactory Reforestation." Monitoring will

require one to two site visits to perform survival surveys and report findings to the State, with an additional site visit to monitor competing vegetation. AKS will provide recommendations for any site vegetation management that may be required to release the planted trees from any competing vegetation.

V. REIMBURSABLE EXPENSES

AKS anticipates the following reimbursable expenses:

- Mileage
- Copies
- Deliveries
- Clerical

Estimated Fees

I. TIMBER SALE LAYOUT	
A. FOREST ENGINEERING SERVICES	\$20,170
B. FORESTRY SERVICES	\$12,660
II. TIMBER SALE PACKET	
A. SPECIFICATIONS/BIDDING/PERMITTING	\$10,810
III. TIMBER SALE ADMINISTRATION	
A. CONTRACT ADMINISTRATION	\$34,745
IV. POST-SALE ADMINISTRATION	
A. TREE PLANTING ADMINISTRATION	\$12,665
B. TREE SURVIVAL MONITORING	\$3,900
V. REIMBURSABLE EXPENSES	\$2,000
TOTAL FEE: \$96,950	

ASSUMPTIONS

- This proposal is for contract preparation ready for bidding for road construction and final timber harvest.
- The timber sale contract will follow the same format and use the same standard clauses as the Jones 2019 Timber Sale Contract. The Jones 2019 Timber Sale was also a rehabilitation focused Timber Sale.
- Unit boundary mapping will be performed with a resource-grade GPS and will not be professionally surveyed.
- Contract administration services assume that the timber sale will be active during 2027.
- The tree planting contract will follow the same format and utilize the same standard clauses as the Boulder 2022 Tree Planting Contract.
- Post-sale administration does not include the cost to purchase the tree seedlings.
- Tree survival monitoring is only for the first 3 years following planting. Additional monitoring may be necessary depending on the condition of the planted trees. Additional monitoring services can be determined at that time.

- The proposed roads or portions of them may be recommended to be temporary, native surface roadways with haul restrictions. This would be to minimize construction costs and promote marketability due to the anticipated low timber volume and value, and high logging costs.

BASIS OF FEE AND BILLING

In consideration for performing said services, the Client agrees to compensate AKS on an hourly basis at our standard rates. Invoices will be issued monthly for services provided during the previous month.

EXCLUSIONS

Only those services/tasks specifically listed in the scope of work are included. Services that do not fall within the scope of work are excluded from this proposal.

Fees or bonds required by affected governmental bodies for review, filing, and submission of application, plans, and drawings are not included in the estimate.

See attached "General Provisions." The person signing below hereby confirms they have signature authority for the City of Camas to unconditionally guarantee all the obligations stated in this contract.

Wayne D Hanson

AKS Engineering & Forestry, LLC

Date 2/24/2026

AKS Engineering & Forestry, LLC
9600 NE 126th Avenue, Suite 2520
Vancouver, WA 98682

Client

Date _____

City of Camas
616 NE 4th Avenue
Camas, WA 98607



**Project Budget Estimate
Jones 2027 Timber Sale
AKS #3464-08**

AKS								ESTIMATED TOTAL COST
Principal In Charge	Project Manager	GIS Specialist - Office	Senior Forest/Civil Engineer	Forest/Civil Engineer	Forester	Project Coordinator		
\$215.00	\$205.00	\$165.00	\$195.00	\$160.00	\$130.00	\$95.00		
Project Tasks & Estimated Personnel Hours								
TASK I: TIMBER SALE LAYOUT								
A. FOREST ENGINEERING SERVICES	4	16	8	14	66	8	4	\$20,170
B. FORESTRY SERVICES	2	6	6	4	24	40	2	\$12,660
TASK II: TIMBER SALE PACKET								
SPECIFICATIONS/BIDDING/PERMITTING	2	8	6	4	40		6	\$10,810
TASK III: TIMBER SALE ADMINISTRATION								
A. CONTRACT ADMINISTRATION	3	30	8	16	128	16	10	\$34,745
TASK IV: POST-SALE ADMINISTRATION								
A. TREE PLANTING ADMINISTRATION	1	6	8		40	24	4	\$12,665
B. TREE SURVIVAL MONITORING		2	4		10	8	2	\$3,900
TASK V: REIMBURSABLE EXPENSES								
REIMBURSABLES (MILEAGE, DELIVERY, CLERICAL)								\$2,000
ESTIMATED PERSONNEL HOURS SUBTOTAL								
	12	68	40	38	308	96	28	-
ESTIMATED COST SUBTOTAL								
	\$2,580	\$13,940	\$6,600	\$7,410	\$49,280	\$12,480	\$2,660	\$96,950
TOTAL COST ESTIMATE W/ REIMBURSABLE EXPENSES								\$96,950



AKS Engineering & Forestry, LLC

Standard Fee Schedule 07/01/2025

Labor Rate Levels:

Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS VIII.....	\$90/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS IX.....	\$95/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS X.....	\$100/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XI.....	\$105/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XII.....	\$110/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XIII.....	\$115/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XIV.....	\$120/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XV.....	\$125/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XVI.....	\$130/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XVII.....	\$135/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XVIII.....	\$140/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XIX.....	\$145/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XX.....	\$150/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXI.....	\$155/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXII.....	\$160/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXIII.....	\$165/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXIV.....	\$170/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXV.....	\$175/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXVI.....	\$180/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXVII.....	\$185/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXVIII.....	\$190/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXIX.....	\$195/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXX.....	\$200/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXXI.....	\$205/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXXII.....	\$210/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXXIII.....	\$215/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXXIV.....	\$220/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXXV.....	\$225/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXXVI.....	\$230/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXXVII.....	\$235/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXXVIII.....	\$240/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XXXIX.....	\$245/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources/GIS XL.....	\$250/hr
Floodplain Manager.....	\$225/hr
GPS/Robotic Instrument One Person Field Crew	\$165/hr
GPS/Robotic Instrument One Person Field Crew – Prevailing Wage.....	\$205/hr
Aerial Surveying One-Person Field Crew.....	\$165/hr
Aerial Surveying Two-Person Field Crew.....	\$225/hr
Aerial Surveying Specialist - Office.....	\$125/hr
Survey Crew (Two Person).....	\$225/hr
Survey Crew (Two Person) – Prevailing Wage.....	\$275/hr
Survey Crew (Three Person).....	\$305/hr
Laser Scanning One Person Crew.....	\$195/hr
Laser Scanning One Person Crew – Prevailing Wage.....	\$240/hr
Clerical.....	\$95/hr

Reimbursables:

Mileage	current federally allowed rate
Subcontractors and Subconsultants, Application/Permit Fees	cost + 10%
Technical Supplies, Postage/Shipping, Commercial Copies	cost + 10%
Commercial Delivery	cost + 10%
Miscellaneous (includes):	
Parking, Aerial Photos	cost + 10%
Commercial Travel, Meals, Lodging	cost + 10%

AKS does not have an additional charge or multiplier for overtime. Field equipment, computer hardware, and computer software (AutoCAD licenses, etc.) are included in the labor rates.

1. **Expenses:** AKS Engineering & Forestry, LLC's ("AKS") reimbursable expenses shall be those expenses incurred directly for a project, including but not limited to services provided by outside consultants or contractors, transportation costs, meals, lodging, computer services, printing, permit fees, in-house deliveries, clerical, and binding charges. Client shall pay for such expenses on the basis of actual costs (if incurred through an outside vendor) plus 10%, or at AKS's regular rates at the time the cost is incurred.
2. **AKS's Fees / Fee Estimates:** Unless otherwise agreed in writing: (a) charges for AKS's services will be billed per AKS's rate schedule in effect at the time services are performed; (b) services include, without limitation, all office time, field time, meetings, phone calls, travel time, and all other time incurred for a project; (c) AKS bills in 15-minute increments; (d) AKS bills for travel time door-to-door at its regular rates; (e) AKS's rates may be adjusted from time to time, without notice; and (f) AKS does not warrant that actual fees and expenses will not vary from estimates.
3. **Payment:** AKS will issue invoices approximately monthly. Invoices are due and payable on receipt. All amounts more than 30 days past due will be subject to finance charges. Finance charges are computed at a rate of 1.5% per month, unless such rate exceeds the maximum amount allowed by law, in which case the finance charge will equal the maximum rate allowed by law. If Client disputes any portion of an invoice, Client must notify AKS of the dispute in writing within 30 days of the invoice date. The notice must state the disputed amount and basis for dispute. Client hereby waives the right to dispute an invoice more than 30 days after an invoice's date, and/or if Client fails to provide the required notice.
4. **Failure to Pay:** Failure to timely pay any amount due to AKS is a material breach of this Agreement and, in the case of late payment, AKS may, in its sole discretion, suspend or terminate service and all other obligations under this contract and/or under any other contract between AKS and Client (and/or between AKS and any other client subject to control by Client or any of Client's principals). If any payment is not timely made, AKS may withhold plans, documents, and information (whether such documents and/or information was prepared under this contract, another contract between AKS and Client, or a contract between AKS and another client subject to control by Client or one of Client's principals). If AKS suspends or terminates work due to Client's non-payment, AKS may require an additional "start-up fee" to re-start work, even if Client cures all past defaults. These remedies are in addition to any others available to AKS at law or in equity. In the event AKS refers this Agreement to a third-party for collection, Customer shall pay any and all collection costs incurred by AKS, including attorney's fees.
5. **Additional Charges:** If AKS performs any work pursuant to a lump sum agreement, or pursuant to oral or written direction from Client or Client's authorized representative, AKS reserves the right to charge additional amounts (and client shall timely pay such extra amounts) when: (a) AKS provides any services not specified in the agreement; (b) unforeseen or differing conditions modify the scope of work anticipated by AKS; (c) any law, ordinance, regulation or similar item changes after the date of the agreement and such change requires AKS to re-perform any work; and (d) delay or other conduct by others impact AKS's services; and/or (e) any other circumstance justifies an equitable adjustment to the contract price. Unless otherwise agreed, additional charges shall be at AKS's standard rates.
6. **Cost Estimates:** Any construction or development cost estimates provided by AKS are only estimates. AKS has no control over market conditions or bidding procedures. AKS cannot warrant that bids or actual costs will not vary from estimates. AKS will not be liable to Client for any inaccurate cost estimates, and Client assumes all risks associated with construction and development cost estimates that AKS provides to Client.
7. **Standard of Care:** AKS shall only be responsible to the level of competency and the standards of care and skill maintained by similarly licensed professionals providing similar services on projects of similar type, size and scope as a subject project, in the locale where the subject project is located, at the time that AKS provides services. *AKS shall not be liable to Client for any standard of care higher than such standard.*
8. **Termination:** Without any liability to the other party, either Client or AKS may terminate this Agreement for any reason by giving 30 days written notice to the other party. In such event, Client shall immediately pay AKS in full for all work performed prior to the effective date of termination. AKS need not give 30-days' notice if the reason for termination is client's non-payment.
9. **Limitation of Liability:** In recognition of the fees charged by AKS, and the relative risks, rewards, and benefits of the project to AKS and Client, Client agrees that AKS's liability to Client relating to this Agreement and the services that AKS performs hereunder, for any cause or combination of causes, under any theory of law, including tort (including negligence), contract or otherwise, shall be limited, in the aggregate, to the **lesser** of: (a) the amount of the fee received by AKS in connection with the project; and (b) the remaining insurance coverage available to AKS (after deduction of any costs, claim payments or other amounts that may have reduced policy limits). Client hereby expressly waives all claims of every nature against AKS that exceed these liability limitations. Client had the opportunity to negotiate a higher limitation for a higher fee.
10. **Release of Individuals:** No member, employee or other representative of AKS shall have any personal liability to Client for any act or omission, whether based on a claim of negligence or any other tort, or otherwise, arising out of or relating to this Agreement or the services that AKS performs hereunder, and Client hereby releases all such individuals from all claims of every nature.
11. **Consequential Damage Waiver:** AKS and Client hereby waive all claims against each other for indirect and consequential damages that arise in any manner out of this Agreement or the services performed hereunder. This mutual waiver includes a release of all claims for consequential damages, whether based in tort, contract or otherwise, and includes, without limitation, a release of claims for economic losses such as rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or productivity.
12. **Enforceability:** If any provision contained in this Agreement (or any portion thereof) is held to be unenforceable by a court of competent jurisdiction, the remaining provisions contained herein (and all parts thereof) shall remain unimpaired, in full force and effect. Each clause shall be enforced to the greatest extent not prohibited by law and shall be modified to enforce the expressed intent to the greatest extent allowed.
13. **Assignment:** This Agreement is not assignable by Client without the written consent of AKS.
14. **Access; Client Cooperation:** Client represents and warrants that it has unrestricted access to the site, and that AKS has access to the site, to the same degree as Client. Client shall cooperate with AKS and timely provide AKS information that AKS requests.
15. **Work Product:** Calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product"), in any form, are instruments of professional service intended for one-time use by Client only, for this project only. Work Product is and shall remain the property of AKS and its consultants. Client may not use any Work Product on other projects without AKS's express written permission. Client shall not obtain the right to use the Work Product, even for one-time use on this project, unless all amounts due to AKS are paid in full. If Client is in possession of any Work Product and has not paid any amount due to AKS, AKS may demand return of the Work Product, and may specifically enforce Client's obligation to return the Work Product. Client agrees that AKS shall not have waived its rights in any Work Product by virtue of submission to a public body, by dissemination of Work Product without copyright designations or via any other conduct other than a written waiver signed by AKS.
- 15.1: If Client uses any Work Product without retaining AKS for any portion of the project (including construction phase) or any other project, then Client releases AKS and AKS's consultant(s) from all claims and causes of action that relate in any manner to the project and the Work Product. Client recognizes, acknowledges and agrees that the design for a project can be a work in progress and that changes occur and information becomes available, even during construction, and that, unless AKS can stay involved in the project through completion, AKS should be relieved of liability associated with the services it provided for the project. Client agrees to indemnify and hold AKS harmless from and against any claims, demands, damages and amounts of every nature, to the extent caused by Client's use of the Work Product (or Client's allowing someone else to use the Work Product) without the involvement of AKS. If this Agreement is terminated prior to completion of the project, for any reason other than AKS's termination as a result of Client's breach, then Client may continue to use the Work Product prepared by AKS prior to the date of termination, pursuant to the license granted herein, but only if: (a) Client pays AKS all amounts due to AKS; (b) Client removes all indicia of AKS's involvement in the Project from such documents, including title blocks and stamps; (c) Client retains another licensed design professional to review, approve and assume all responsibility for all design documents (the new design professional shall stamp the Work Product and, if anything has been submitted to a jurisdiction prior to termination, then the new design professional shall notify the jurisdiction that the new design professional is the new design professional of record).

15.2: If Client makes, authorizes or consents to changes to any Work Product, and such changes are not approved in writing by AKS, then such changes are not the responsibility of AKS. In that case, Client releases AKS from any liability arising from construction, use or result of such changes. Client shall indemnify, defend and hold AKS harmless from and against any liabilities, costs, damages, demands, claims or other amounts to the extent caused by such changes.

15.3: AKS's deliverables only include printed paper copies or PDF's of Work Product. If AKS chooses, in its sole discretion, to produce any native editable design documents (such as CADD, REVIT or Word files), then Client agrees not to distribute such editable documents to any other person without AKS's express written consent, which consent AKS may withhold in its discretion.

16. Indemnity: Client hereby agrees to defend, indemnify and hold AKS (and each of AKS's owners, employees and agents) harmless from any claim, demand, loss, damages and/or liability, including reasonable attorneys' fees, to the extent such arises out of any acts by the Client, its agenda, staff and/or other consultants or contractors that act at Client's direction.

17. Work of Others: Client agrees that AKS shall not be responsible or liable for any work performed or services provided by anyone other than AKS and/or AKS's direct employees. If AKS assists Client with the coordination of other contractors and/or design professional and/or consultants, and/or AKS arranges for the provision of services by others, such coordination and/or other efforts is done as a convenience to Client and does not make AKS liable for the services provided by others. Client understands and expressly acknowledges that AKS does not provide geotechnical engineering, safety, traffic engineering, structural engineering, or electrical engineering services. Client acknowledges that AKS does not assume responsibility and agrees that AKS shall have no liability for determining, supervising, implementing or controlling the means, methods, technique, sequencing or procedures of construction, or monitoring, evaluating or reporting job conditions that relate to health, safety or welfare.

18. All Terms Material; Negotiation; Construction: All provisions herein are material to AKS's agreement to provide services and were expressly negotiated by the parties. Client had the opportunity to negotiate each term hereof and waives any argument that this Agreement should be construed against the drafter.

19. Authorization to Proceed: Any request by Client for AKS to proceed with work shall constitute an express acceptance of all terms to this Agreement, including these General Provisions.

20. Law/Venue: All claims that relate to this Agreement or the services provided hereunder shall be subject to Oregon law, and any litigation shall be filed in Multnomah County, Oregon, except: (a) if any case involves a lien claim that must be litigated elsewhere as a matter of law, all issues may be litigated in the same forum as the lien foreclosure; and (b) if all work performed hereunder occurred in Washington, disputes shall be subject to Washington law and litigation shall be filed in Clark County, Washington.

21. Mediation: Client agrees to mediate any dispute between AKS and Client, at AKS's request. The parties shall equally share the costs of mediation.

22. Notice of Claims: Client shall provide AKS immediate written notice of any facts that could potentially result in any potential claim against AKS. *As a condition precedent to any recovery from AKS, Client shall give AKS written notice of any claim or facts that could result in a claim not later than ten (10) days after the date of the occurrence of the event causing the potential claim. Client's failure to provide such notice shall constitute waiver of such claim.*

23. No Third-Party Beneficiaries: Client and AKS are the only beneficiaries of this Agreement; no term herein is intended to benefit any third party.

24. Time Limitation/Accrual: Any claim or cause of action by Client against AKS arising out of or relating to this Agreement or the services performed hereunder (under any theory of law) must be initiated within two (2) years of the *earlier* of the date: (a) of AKS's last invoice; (b) of substantial completion; (c) of abandonment; (d) that Client knew or should have known of the damages claimed; and (e) that Client knew or should have known the facts giving rise to the claim. For purposes of this provision, AKS statements shall not constitute invoices; the "last invoice" shall be the last invoice that reflects new charges not previously charged for base contract work. A signed certificate of substantial completion shall be conclusive evidence of the date of substantial completion. If no certificate of substantial completion is executed, substantial completion shall be the earliest of the date that (a) the project is fit for its intended purpose; (b) the project is utilized for its intended purpose; and (c) a certificate of occupancy (permanent or temporary) is issued for any portion of the Project.

25. Integration; Amendments: This Agreement represents the entire and integrated agreement between Client and AKS, and supersedes all prior and contemporaneous negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the party against which such amendment is asserted.

26. Binding Nature; Survival: This Agreement shall be binding on the parties and their respective successors, heirs and permitted assigns. Each of Client's principals agrees to be bound by the terms hereof, to the same extent as Client. Any clauses intended to survive termination or expiration of this Agreement (including without limitation indemnity, waivers, limitations, and dispute resolution clauses) shall survive termination or expiration.

27. Waiver: No failure on the part of either party to exercise its rights under this Agreement shall be considered a waiver, release or relinquishment of any rights or powers conferred under this Agreement.

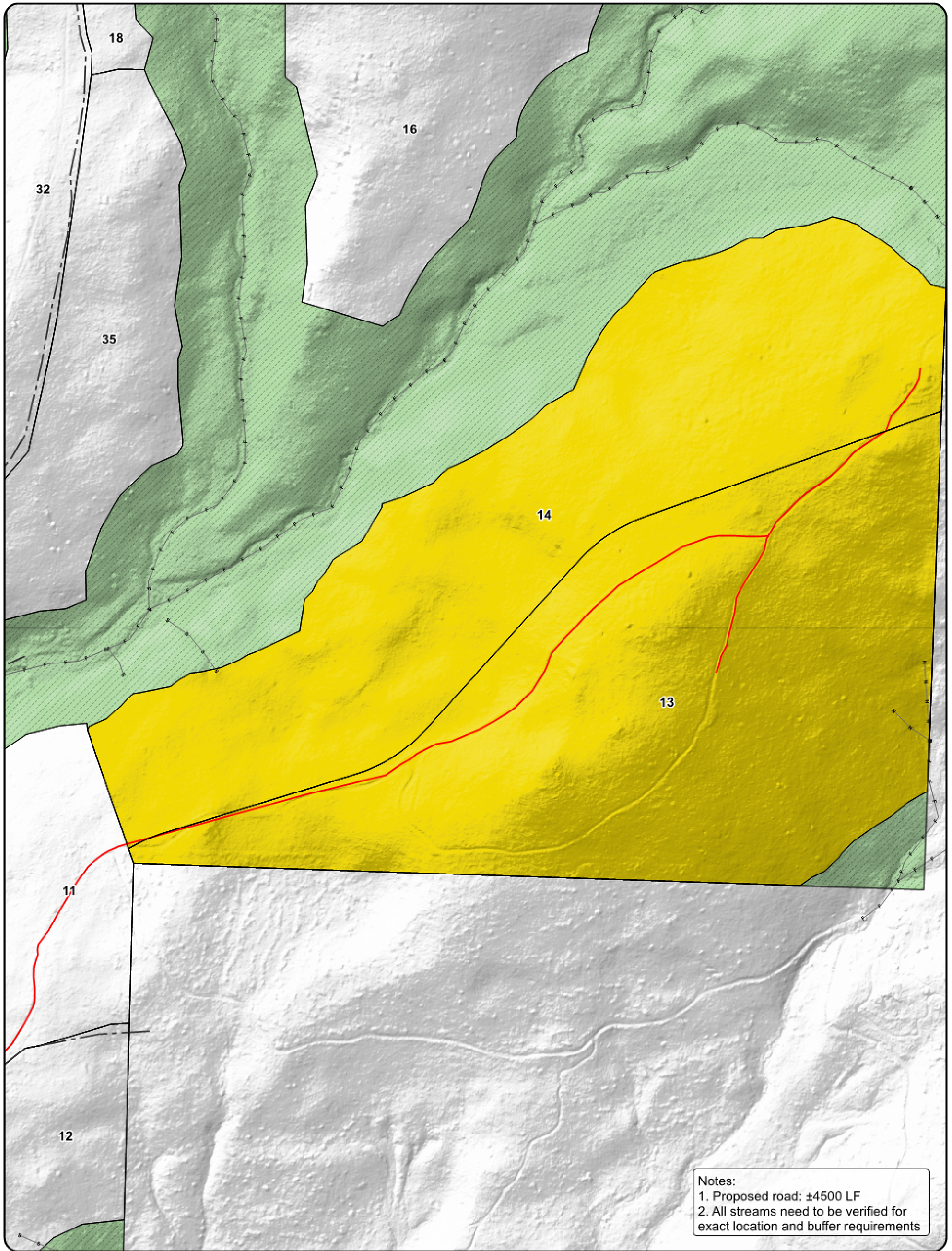
28. Unmanned Aerial Systems (UAS): AKS may utilize UAS to compile aerial photography of the project site before, during, and after construction. Client hereby grants AKS permission to operate the UAS over the project site. Client represents that all persons, vessels, vehicles, and structures related to the project are considered participants consenting to be involved with any UAS operations by AKS, and that Client has authority to grant these rights and to make these representations. Client shall defend, indemnify and hold AKS harmless from any breach of these representations, and from any claims or demands against AKS arising from any allegation of trespass, non-consent, or any other issues arising out of AKS's UAS operations (except to the extent that AKS causes property damage or personal injury that arises out of AKS's negligence).

29. Electronic Media: Client may only rely on Work Product with AKS's wet or digitally signed stamp. Any files provided to Client in electronic format are for convenience only and should not be relied upon as final documents. Any use of electronic files shall be at the user's sole risk. AKS makes no representation as to the accuracy or completeness of electronic documents, or as to the compatibility, usability or readability of such files.

30. Court Materials: If AKS receives a subpoena or is otherwise required to produce documents, provide testimony, or otherwise get involved in a court case that relates to your project (and to which AKS is not a party), the Client will pay all time and costs incurred for such matters at AKS' current staff billing rates.

31. Additional Insured: When requested or required, Client may be named as additional insured on AKS's standard and applicable insurance policies. Any policies of insurance that are in any way related to the Project, including those that are secured and maintained by either Party, will provide that each insurance carrier waives all rights of recovery under subrogation or otherwise, against the Additional Insureds and the parties hereto.

32. Authorization to Sign: The person or persons executing this Agreement hereby certifies that they are authorized to enter this Agreement on behalf of the individual or entity listed as the Client in the Client Information section of this Agreement and that they have the authority to bind the Client to this Agreement and these General Provisions.



Notes:
 1. Proposed road: ±4500 LF
 2. All streams need to be verified for exact location and buffer requirements

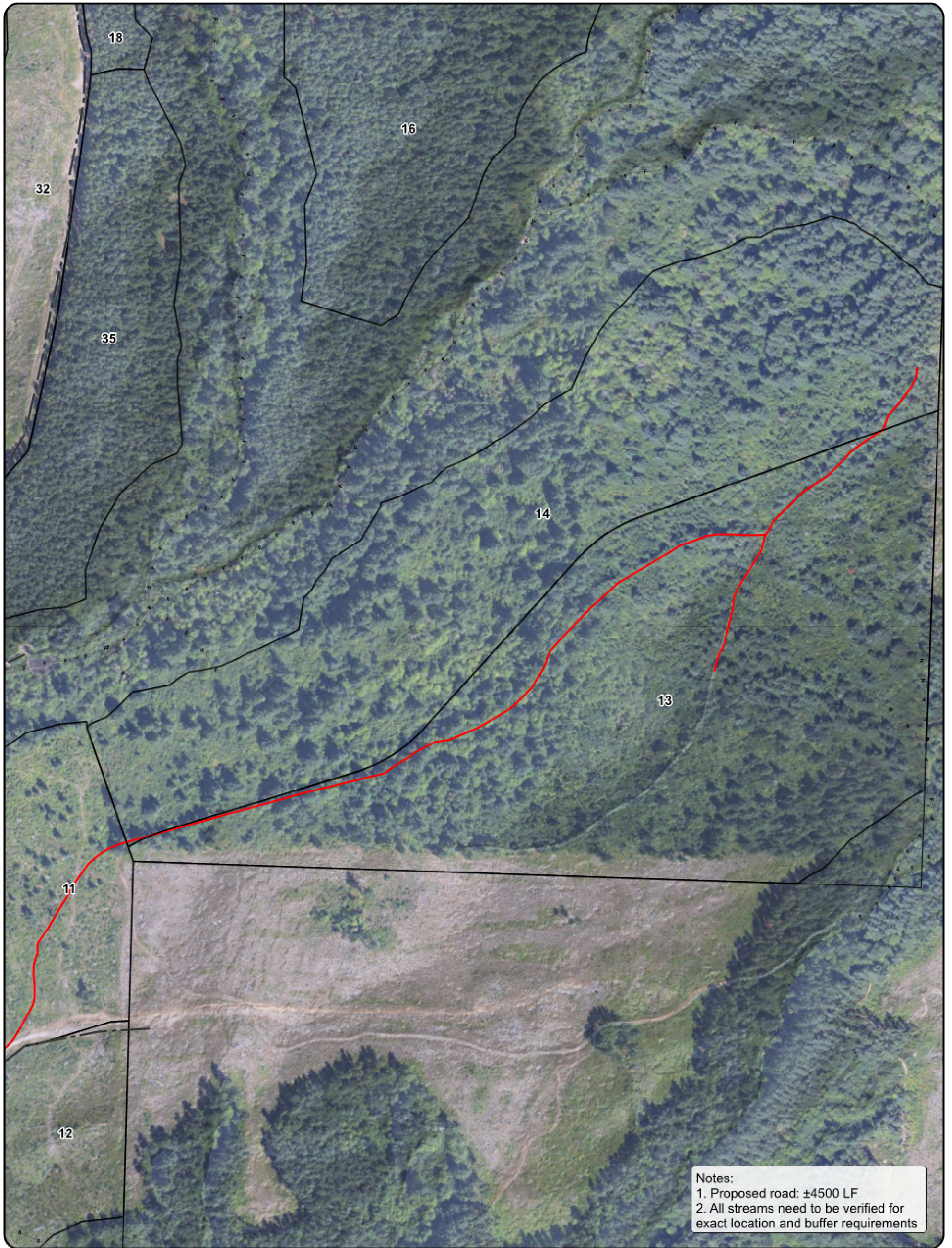
Legend

- | | | |
|-------------------|---------------------------|-----------------------------------|
| Streams | Approximate Proposed Road | Harvest Units |
| Fish | Existing Road Centerline | Future Units To Be Harvested |
| Non-Fish | Reserve Zones | Units To Be Harvested (±84 Acres) |
| Non-Fish Seasonal | | |

**Entry 1
2027**

City of Camas
Camas, WA

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.
 Source: LIDAR for hillshade obtained from Washington DNR. Taxlots and road linework obtained from Clark County GIS.



Notes:
 1. Proposed road: ±4500 LF
 2. All streams need to be verified for exact location and buffer requirements

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.
 Source: 2024 Aerial obtained from National Agricultural Imagery Program. LIDAR for hillshade obtained from Washington DNR. Taxlots and road linework obtained from Clark County GIS.

- Streams**
- Fish
 - Non-Fish
 - Non-Fish Seasonal
- Legend**
- Approximate Proposed Road
 - Existing Road Centerline
 - Harvest Unit Boundaries

Entry 1 - Aerial Map 2027
 City of Camas
 Camas, WA

Project: 3464-08 Print Date: 2/22/2026



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
 Camas, WA 98607

Parallel Step Main Replacement Design

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

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the **Parallel Step Main Replacement Design**.
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 31, 2027**, 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 **\$348,000.00** 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 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 is appropriate to the consultant's profession. Professional Liability insurance shall be written with limits of no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
 4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
 5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
 - g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
 - h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

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

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

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

12. Confidentiality. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—
Primary and Lower Tier Covered Transactions.
- a. The Consultant, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense

in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Consultant is unable to certify to any of the statements in this contract, the Consultant shall attach an explanation to this contract.
 - c. The Consultant agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
 - d. The Consultant further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

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

15. Intellectual Property.

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

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Consultant may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
 Rob Charles
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7003
 EMAIL: rcharles@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Jay Swift
 Gray & Osborne, Inc.
 1111 Main St. Suite 200A
 Vancouver, WA 98660
 PH: 360-571-3350
 EMAIL: jswift@g-o.com

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

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is

entitled to costs of suit, including reasonable attorney’s fee for having to compel arbitration or defend or enforce award.

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

DATED this _____ day of _____, 2026.

CITY OF CAMAS:

Gray & Osborne, Inc.
Authorized Representative

By _____

Signed by:
Michael B. Johnson
By _____
00DD797FDF6D425...

Print Name _____

Print Name Michael B. Johnson

Title _____

Title President

Date 2/25/2026

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT A

SCOPE OF WORK

CITY OF CAMAS

PARALLEL STEP MAIN REPLACEMENT DESIGN

PROJECT UNDERSTANDING

The City of Camas' Septic Tank Effluent Pump System (STEP) Main carries domestic, commercial and industrial flows from west Camas to the north from the Brady Road Pump Station along Parker Road, then to the southeast along Lake Road south of Lacamas Lake, and then to the south along Everett Road, eventually discharging at the WWTP. A STEP Main Extension was installed in 2015-2016 to connect the pre-existing STEP Main, which had terminated at the 6th and Joy gravity line, directly to the WWTP. The length of the pre-existing STEP Main is approximately 36,940 lf. The pipe material is PVC and varies in diameter from 8 inches to 24 inches. The majority of the STEP Main was installed in the mid-1980s and is thus about 40 years old. Much of the pipe used for the STEP Main is thin-walled (SDR41), plastic irrigation PVC pipe with a 100-psi rating.

A portion of the City's STEP Main is experiencing plugging issues due to a buildup of scale caused by the industrial discharge from TSMC (a.k.a. Wafertech). In June 2024 Gray and Osborne provided the City of Camas with a STEP Main Condition Assessment Plan and Scale Removal Evaluation study and report. The study and report included an evaluation of pipe scaling caused by the TSMC facility, a plan for assessing the condition of the City's STEP Main serving West Camas and NW Lake Road, and concept plans for replacing the STEP Main. The concept plan included cost estimates for replacing the entire STEP Main (from the Brady Road Pump Station to the new extension) and for replacing just the portion of the STEP Main near the TSMC facility

Given the nature of its construction, the scaling issues, and age of 40 years, it is appropriate to start developing a plan for phased replacement of the STEP Main and provide some parallel pipes for bypass provisions to reduce the risk of a catastrophic failure. The first phase for the STEP Main replacement will be construction of a parallel STEP Main around the TSMC (a.k.a. Wafertech) discharge locations on Lake Road, from NW Jackson to NW Friberg-Strunk Street. This section of STEP Main replacement currently consists of approximately 4,500 lf of 12-inch and 24-inch PVC pipe and associated appurtenances. Maintaining STEP Main service to TSMC and the rest of the customers throughout project construction will be of critical importance. The City has determined that installation of a redundant force main is desired to preserve pipeline capacity and allow for investigation and rehabilitation of the existing main. The City has requested this scope of work to install approximately 5,600 LF of parallel main from NW Friberg-Strunk Street to NW Jackson Street, a section where scaling is suspected.

More specifically, the work will include the following.

DESIGN

Task 1 – Project Management and Oversight

Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members. Services to include:

- A. Procure sufficient staff resources to dedicate to the project.
- B. Prepare and execute subconsultant contracts.
- C. Manage subconsultant work.
- D. Manage and control project budget and schedule.
- E. Manage and provide monthly progress reports and invoices.
- F. Provide coordination with the City, Wafertech, and other stakeholders.

In addition to Gray and Osborne’s internal project management, project management will also be provided by Shell Engineering and Consulting, LLC (Shell). (See attached scope from Shell, which is made a part of this scope by this reference.)

Task 2 – Kickoff Meeting

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

- A. Review provided record drawings of existing system.
- B. Review and confirm project understanding and design criteria to be employed.
- C. Review and confirm task assignments and budget hours for assigned tasks.
- D. Review and confirm project schedule and milestones/deliverables.
- E. Identify regulatory requirements.
- F. Identify utility purveyors and concerns.

- G. Identify project stakeholders and discuss their needs and impacts on the project.
- H. Environmental requirements.
- I. Document the discussion of the meeting and distribute to all attendees.

Task 3 – Survey

Define the limits of the existing rights-of-way, property line, and easements in the project corridors prior to design. Obtain vertical and horizontal control necessary for design of the project, obtain pertinent topographical information to include identifying existing and obvious utilities, and pertinent topographical features to facilitate design of the project. Survey services, to include:

A. Right-of-Way and Easement Research

Acquire and utilize readily available records of survey, plat maps, assessor maps, etc., from the County Courthouse (Auditor’s Office) along the project corridors as required for establishing the existing rights-of-way and easements along the project alignment. This work will include:

1. Identify current rights-of-way along the proposed alignment.
2. Overlay the rights-of-way and current property easements on a plan view of the project corridor.

B. Topographic Survey

1. Establish vertical and horizontal control on the City adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this scope of work.
2. Acquire supplemental topographical survey of the site (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, sidewalks, etc., in sufficient detail to support an adequate level of design.
3. Work to support the City obtaining easements for project alignment, if required, including legal descriptions and exhibits.

Task 4 – Utility Data Acquisition

Acquire record drawings and/or as-built information from utility purveyors known to provide service in the project corridor. Services, to include:

- A. Provide written requests for all utility purveyors known to provide utility service in the project area.
- B. Review data provided by utility purveyors and incorporate into project design as may be applicable.
- C. Applied Professional Services, Inc. (APS) will be contracted to locate and mark existing utilities prior to project survey. This information will be picked up by our survey crew and incorporated into the project base map. Potholing of critical utilities will also be contracted through this company once the preferred alignment has been identified.

Task 5 – Technical Memorandum (Predesign Letter Report)

Prepare a technical memorandum summarizing the project understanding, design criteria, regulatory requirements, and general design guidelines and standards which govern the project design. Services, to include:

- A. Prepare a written technical memorandum (letter report) summarizing the project understanding, project site, access issues, utility needs, utility conflict evaluation and resolution, pertinent design criteria, regulatory requirements, and general design guidelines and standards which govern the project design. The Technical Memorandum will also document the sizing/hydraulic recommendations provided by the City's modeling consultant. We will confirm this information with Wafertech and the City to verify it reflects the current understanding of future Wafertech expansion plans and flows.
- B. Submit the technical memorandum to City staff and solicit comments and/or clarifications. Incorporate all relevant review comments into memorandum and issue the final memorandum to the City.

NOTE: It is assumed that the City's modeling consultant will provide information regarding flow and pressure that will be used in the design for sizing and capacity.

Task 6 – Permitting

Gray and Osborne will provide support required to obtain permits necessary to facilitate construction of the project. Services, to include:

- A. Right-of-Way Permits
 - 1. Prepare and submit for grading, drainage, and right-of-way permits from the City.
 - 2. Prepare traffic control plans as necessary for work in major intersections and streets.

- B. Stormwater General Construction Permit

Prepare and submit for a Stormwater General Construction Permit from the Washington State Department of Ecology, if required. It is likely that this project disturbs less than one acre, and will thus be exempt.

- C. SEPA Checklist

Prepare and submit draft SEPA and revise the document as necessary before preparing final documents for City processing.

Task 7 – 30 Percent Design

Prepare 30 percent design effort drawings of the proposed utility alignment for City review. Services, to include:

- A. Base Map

Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.
- B. STEP Main Alignment

Prepare layouts and full-size drawings of design representing a 30 percent design effort to include alignment, profile, and typical cross sections illustrating the proposed improvements. These proposed improvements will be designed on the base map developed from the project survey.

C. Quantities and Cost Estimates

Calculate bid quantities and prepare preliminary-level construction cost estimates.

D. Review Meeting

Meet with City staff as may be required to review project status and solicit concerns/comments. It is assumed that the meeting will occur via video conference.

Task 8 – 60 Percent Design

Prepare project drawings, specifications, and cost estimates of the STEP main improvements representing a 60 percent design effort for City review and comment. Specifications will be prepared in WSDOT format. Design will be limited to the preferred alignment developed through the 30 percent design effort. Services, to include:

A. Plans

Prepare preliminary construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

B. Specifications (Draft)

Prepare draft project specifications in WSDOT format referencing the *2025 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

C. Quantities and Cost Estimates

Calculate bid quantities and prepare construction cost estimates.

D. Review Meeting

Meet with City staff as may be required to review project status and solicit concerns/comments. It is assumed that the meeting will occur via video conference.

Task 9 – 90 Percent Design

Prepare project drawings, specifications, and cost estimates of the STEP main improvements representing a 90 percent design effort for City review and comment. Services, to include:

A. Plans

Prepare construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

B. Specifications

Prepare project specifications in WSDOT format referencing the 2025 Standard Specifications for Road, Bridges and Municipal Construction. Specifications to include City-approved proposal, contract, and bonding documents.

C. Quantities and Cost Estimates

Calculate bid quantities and prepare construction cost estimates.

D. Review Meeting

Meet with City staff as may be required to review project status and solicit concerns/comments. It is assumed that the meeting will occur via video conference.

Task 10 – Final Design

Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting minimum City and WSDOT requirements, adhering to City codes and state guidelines where and when applicable. Plans shall be prepared in City-approved format to include plan and profile sheets and special details. Services, to include:

A. Final Plans

Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan and profile sheets, special notes, special details, etc.

B. Specifications (Final)

Prepare final specifications in WSDOT format to include proposal, contract, bonding documents, and technical specifications.

C. Quantities and Cost Estimates

Prepare final quantity takeoff and construction-level construction cost estimate.

Task 11 – Quality Assurance/Quality Control

Oversee three in-house quality assurance/quality control (QA/QC) meetings at G&O’s office during the course of the design project. The meetings will include senior project staff, Shell Engineering, and selected design team members. Meetings are to take place at the following levels:

A. 30 Percent Design (defined more fully in Task 7).

B. 60 Percent Design (defined more fully in Task 8).

C. 90 Percent Design (defined more fully in Task 9).

Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

Task 12 – Bid Support

Assist the City during the bid phase. Services, to include:

A. Support City staff to answer bid inquiries during bid phase.

B. Support City staff to prepare any Bid Addenda as may be required.

SCHEDULE

We anticipate the following schedule:

Notice to Proceed.....	February 1, 2026
30 Percent Design Effort.....	April 15, 2026
60 Percent Design Effort.....	July 15, 2026
90 Percent Design Effort.....	October 15, 2026
Final Design Effort	January 2027

BUDGET

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

MANAGEMENT RESERVE FUND

The Management Reserve Fund allows the City to expand the scope of work without seeking an additional and formal contract supplement, within the limits and terms as stated herein. The Engineer cannot access the Management Reserve Fund budget without the further written authorization of the City.

The Management Reserve Fund will consist of an amount not to exceed \$10,000, and is set aside to cover the cost of unforeseen work and/or services required for the PS&E phase of the project. Such unforeseen conditions could include additional right-of-way research, utility locates, traffic analysis, environmental documentation, public involvement process, geotechnical assistance, additional design effort, and/or other related tasks.

DELIVERABLES

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents:

1. Electronic copies of any permits acquired during the development of the project.
2. SEPA checklist.
3. Technical memoranda:
 - a. Draft copy;
 - b. Final copy.
4. Electronic copies of full-scale drawings at 30 percent, 60 percent, and 90 percent design effort levels.
5. Electronic copies of project specifications and cost estimate at 60 percent and 90 percent design effort levels.
6. Electronic set of final construction drawings (PDF).

7. One electronic set of final project specifications (PDF).

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

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

1. This scope of work assumes that the City will provide overall coordination and approval of the project, including timely (2 week) review of all submittals. This also assumes timely responses from Wafertech to inquires, issues raised, and the predesign review.
2. This scope of work assumes that the City will provide G&O with relevant capacity requirements and record drawings of existing sanitary sewer infrastructure along the project alignment, as may be available and/or pertinent to the project.
3. This scope of work assumes that the City will advertise and circulate the SEPA checklist document, pay any costs of publication, and make timely threshold determinations.
4. This scope of work assumes that the City will agree to appear as “Applicant” on all permits, will function as lead agency for the environmental documentation process, and will pay all costs or fees associated with the various permits that may be required.
5. This scope of work assumes that the City will make arrangements for and provide a suitable location to accommodate the bid opening.
6. This scope assumes that geotechnical investigations will not be needed due to the proposed pipeline being located within existing roadway.
7. This scope assumes there will be no critical areas requirements for this project due to the proposed pipeline being located within existing roadway.



SCOPE OF WORK FOR
CITY OF CAMAS
WAFERTECH SECTION PARELLEL STEP MAIN REPLACEMENT

December 4, 2025

PROJECT OVERVIEW

The City of Camas' Septic Tank Effluent Pump System (STEP) Main carries domestic, commercial and industrial flows from west Camas to the north from the Brady Road Pump Station along Parker Road, then to the southeast along Lake Road south of Lacamas Lake, and then to the south along Everett Road, eventually discharging at the WWTP. A STEP Main Extension was installed in 2015-2016 to connect the pre-existing STEP Main, which had terminated at the 6th and Joy gravity line, directly to the WWTP. The length of the pre-existing STEP Main is approximately 36,940 lf. The pipe material is PVC and varies in diameter from 8 inches to 24 inches. The majority of the STEP Main was installed in the mid-1980s and is thus about 40 years old. Much of the pipe used for the STEP Main is thin-walled (SDR41), plastic irrigation PVC pipe with a 100-psi rating.

A portion of the City's STEP Main is experiencing plugging issues due to a buildup of scale caused by the industrial discharge from TSMC (a.k.a. Wafertech). In June 2024 Gray and Osborne provided the City of Camas with a STEP Main Condition Assessment Plan and Scale Removal Evaluation study and report. The study and report included an evaluation of pipe scaling caused by the TSMC facility, a plan for assessing the condition of the City's STEP Main serving West Camas and NW Lake Road, and concept plans for replacing the STEP Main. The concept plan included cost estimates for replacing the entire STEP Main (from the Brady Road Pump Station to the new extension) and for replacing just the portion of the STEP Main near the TSMC facility

Given the nature of its construction, the scaling issues, and age of 40 years, it is appropriate to start developing a plan for phased replacement of the STEP Main and provide some parallel pipes for bypass provisions to reduce the risk of a catastrophic failure. The first phase for the STEP Main replacement will be construction of a parallel STEP Main around the TSMC discharge locations on Lake Road, from NW Jackson to NW Friberg Trunk Street. This section of STEP Main replacement currently consists of approximately 4,500 lf of 12-inch and 24-inch PVC pipe and associated appurtenances. Maintaining STEP Main service to TSMC and the rest of the customers throughout project construction will be of critical importance. The City has determined that installation of a redundant force main is desired to preserve pipeline capacity and allow for investigation and rehabilitation of the existing main. The City has requested this scope of work to install approximately 5,000 LF of parallel main from NW Friberg-Strunk Street to NW Jackson Street, a section where scaling is suspected.

More specifically, the work will include the following

SCOPE OF WORK

1. Project Management

Provide project management for the project. Coordinate with City of Camas (City) staff and the Gray & Osborne (G&O) project team. Coordinate and manage the schedule for the consultant team. Facilitate communication and exchange of information. Review project progress versus schedule. Meet periodically with the City and G&O project team to review project progress and identify design issues. Communicate with regulatory agencies and stakeholders.

2. Review Background Information

Review previous reports, flow data, and record drawings. Coordinate with City to obtain available information required for design.

3. Technical Memorandum (Predesign Letter Report)

Manage analysis of the existing STEP Main and facilitate preparation a pre-design Technical Memorandum. Submit the Technical Memorandum for City review and comments. Facilitate a review meeting with City staff and preparation of a final draft.

4. Design Phase

Provide project management for completion of engineering design of the project. This task includes completing the engineering analysis and calculations necessary to complete the design. This task also includes preparation of detailed plans, specifications, and cost estimates to adequately describe the work for a public works contractor. Deliverables for this phase of the project will be provided at 30%, 60%, 90% and Final stages of development.

- Plans
- Special provisions
- Engineer's estimate

5. Client Meetings, Stakeholder Meetings, and Site Visits

Attend meetings with City staff and Stakeholders during all phases of the project. Attend site visits to review existing conditions, field verify utility locations and record drawings (if available), and verify locations of proposed work. The following meetings are anticipated:

- Project Scoping Meeting
- Project Kick-off Meeting
- Site Visits
- Periodic Project Team Meetings
- Pre-Design Report Review Meeting
- Design Review Meetings at 30%, 60%, 90% and Final

6. Permitting Assistance

Assist G&O with applying for and obtaining the required permits for the project. It is anticipated that the following permit applications will be required:

- City of Camas Engineering Approval
- SEPA Checklist

7. QA/QC Review

Conduct Quality Assurance/Quality Control reviews of all deliverables, to include:

- Survey Base Map
- Pre-Design Technical Memorandum
- 30%, 60%, 90% and Final design submittals
- SEPA Checklist

8. Bid and Contract Award Services

Assist the City with the bid and award process for the project. Respond to bidder inquiries. Prepare addenda as necessary. Review bid results and bidder qualifications. Prepare an award recommendation for the City.

9. Assumptions:

The following assumptions have been made in developing this scope of work.

- Meetings will be video conferences.
- No right-of-way, stormwater or grading permitting is required.
- No geotechnical investigation or recommendations are required.
- Less than 1 acre of ground disturbance will occur and a Stormwater General Construction Permit (NPDES) is not required.
- SEPA Checklist will be prepared by Gray and Osborne.
- Construction support services will be contracted under a future amendment.

EXHIBIT "B"
COSTS FOR SCOPE OF SERVICES



EXHIBIT 'B'
Fee Estimate
 City of Camas STEP Main Replacement
 December 4, 2025

Task	Description	Hours	Labor Cost	Expenses	Total Cost
1	CONTRACT MANAGEMENT				
	Scope Development	12	\$ 2,400		\$ 2,400
	Invoicing	3	\$ 600		\$ 600
2	REVIEW BACKGROUND INFORMATION				
	Reports	8	\$ 1,600		\$ 1,600
	Record Drawings	4	\$ 800		\$ 800
	Site Review	4	\$ 800		\$ 800
3	TECHNICAL MEMORANDUM				
	Report Development	8	\$ 1,600		\$ 1,600
4	DESIGN PHASE				
	30%	40	\$ 8,000		\$ 8,000
	60%	40	\$ 8,000		\$ 8,000
	90%	40	\$ 8,000		\$ 8,000
	Final	40	\$ 8,000		\$ 8,000
5	MEETINGS				
	Plan Review Meetings	8	\$ 1,600		\$ 1,600
	Stakeholder Meetings	8	\$ 1,600		\$ 1,600
6	PERMITTING ASSISTANCE				
	SEPA Checklist (included above)				
	ROW Permit (included above)				
7	QA/QC REVIEWS				
	Technical Memorandum	4	\$ 800		\$ 800
	30% Deliverable	4	\$ 800		\$ 800
	60% Deliverable	4	\$ 800		\$ 800
	90% Deliverable	4	\$ 800		\$ 800
	Final PS&E	4	\$ 800		\$ 800
8	BID AND CONTRACT AWARD				
	Bidder Questions, Pre-Bid Meeting, Addenda	8	\$ 1,600		\$ 1,600
	TOTAL	243	\$ 48,600	\$ 500	\$ 49,100

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

CITY OF CAMAS - PARALLEL STEP MAIN REPLACEMENT DESIGN

Tasks	Principal-In-Charge Hours	Project Manager Hours	Civil Eng. Hours	Engineer-In-Training Hours	AutoCAD/GIS Tech./Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey Crew Member Hours
1 Project Management and Oversight	8	32					
2 Kickoff Meeting	1	4	1				
3 Survey		2			8	60	200
4 Utility Data Acquisition		2	8	32			
5 Prepare Technical Memorandum	12	16	60		12		
6 Permitting		4	16	40	24		
7 30 Percent Design		16	60	80	120		
8 60 Percent Design		16	60	80	120		
9 90 Percent Design		16	60	80	120		
10 Final Design		16	40	40	80		
11 Quality Assurance/Quality Control	30	16	16	12			
12 Bid and Award Services		8	16	4	4		
Hour Estimate:	51	148	337	368	488	60	200
Fully Burdened Billing Rate Range:*	\$170 to \$270	\$170 to \$270	\$140 to \$190	\$110 to \$180	\$70 to \$190	\$140 to \$220	\$80 to \$160
Estimated Fully Burdened Billing Rate:*	\$260	\$240	\$150	\$125	\$135	\$205	\$145
Fully Burdened Labor Cost:	\$13,260	\$35,520	\$50,550	\$46,000	\$65,880	\$12,300	\$29,000

Total Fully Burdened Labor Cost: \$ 252,510

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 3,980

Subconsultant:

Locate Company \$ 25,000

Shell Engineering & Consulting, LLC \$ 49,100

Subconsultant Overhead (10%) \$ 7,410

Management Reserve: \$ 10,000

TOTAL ESTIMATED COST: \$ 348,000

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

EXHIBIT “D”
TITLE VI ASSURANCES

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

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

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

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

March 25th, 2026



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

Item 6.

Kyle Stephens
WWTP Operations Manager
City of Camas, Washington
1129 SE Polk St
Camas, WA 98607

via email: kstephens@cityofcamas.us

Subject: Proposal for City of Camas Wastewater Treatment Plant PLC-A Replacement, Rev 1

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

The Shop Building Modicon Quantum PLC (PLC-A) hardware has been discontinued and product support will soon be ending. Based on recent Solids Plant failures and system outages of other PLC systems that required replacement (PLC-C and PLC-D), it appears that this Modicon Quantum hardware is nearing the end of life, and its replacement is necessary to mitigate additional unexpected outages. In addition to the PLC upgrade, additional improvement to PLC-A panel will be updating the 24VDC panel power supply to a 24VDC Uninterruptable Power System (UPS) that power Input/Output signals and the PLC hardware in the PLC-A control panel.

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

Scope and Work and Deliverables Provided by OCD Automation:

- Execution of detailed plan to swap out of the single PLC chassis that comprise the Shop Building Modicon Quantum PLC system (PLC-A). Design deliverables will include the following:
 - 24VDC UPS power installed in the shop PLC panel for new PLC/Network hardware and analog I/O signals.
 - Upgrade design will be conveyed as PDF redlines drafted upon PDF scans of the existing plant PLC network block diagram, the PLC-A panel drawings, and the PLC panel's respective control loop drawings where applicable. Up to 10 total drawing sheets are assumed to be redlined below.
 - 1 Demolition drawing for the PLC cabinet identifying hardware and circuits to be removed.
 - 1 Network Block Diagram identifying network components, and cabling to be installed between them.
 - PLC cabinet layout drawing redlines of each of the control cabinet identifying new hardware to be installed.
 - PLC cabinet power schematics of each of the control cabinet identifying modified and new circuits.
 - 6 loop drawing updates reflecting new PLC hardware for the 3 digital I/O cards.
 - 2 loop drawing updates reflecting new PLC hardware for the 2 analog I/O cards.
 - Refinement of PDF redlines based on final implementation, startup, and commissioning efforts of the PLC panel upgrades.
- Configuration and Programming of OCD Automation Provided Hardware:
 - Migration of current Modicon Quantum PLC-A code into the Modicon M580 plc platform. The PLC programming will replicate the existing programming with the following features requested:
 - Review, adjustments, and cleanup of function blocks and datatypes based on usage to eliminate unused logic and variables.
 - Update of motor and motorized valve function blocks and datatypes to make HMI manual operation, speed control available to the operators from the HMI for a future SCADA upgrade project
 - Development of an analog transmitter function block and datatype to allow transmitter scaling, diagnostics, and alarm setpoints to be available to the operators from the HMI for a future SCADA upgrade project.
- OCD Automation will provide 3 days of onsite startup support at the Camas Wastewater Treatment Plant during PLC panel upgrade during implementation phase to support the City of Camas's installing electrician.
- OCD Automation employees Jake Ositis (E5) and Anthony Zacateco-Hernandez (E2) are expected to be the primary staff members working on project tasks, assisted as necessary by others.

Materials:

- See Attachment 1, itemized hardware list.

Info Needs:

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

Assumptions/Exclusions:

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

Schedule

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

Invoicing

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

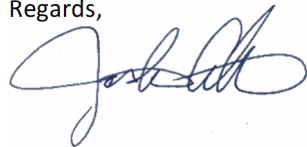
Cost of Services

The services to execute this work will be performed on a lump sum basis to a target budget of **\$59,962**, broken down as follows:

- Labor: \$30,522
- Materials: \$29,440

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

Regards,



Justin D. Colton
President, OCD Automation Inc.

Attachments:

- 1) Hardware and Components List

**ATTACHMENT-1
 PLC Hardware and Components List**

Description	Manufacturer	Part Number	Quantity	Notes
QUINT4-PS/1AC/24DC/20 - Power supply unit	Phoenix Contact	2904602	2.00	
QUINT4-UPS/24DC/24DC/20 - Uninterruptible power supply	Phoenix Contact	2907071	2.00	
UPS-BAT/PB/24DC/12AH - Battery module	Phoenix Contact	1274119	2.00	
X-Slot Ethernet Backplane	Schneider	BMEXBPxx00	1.00	Size as needed
High Power 24-48VDC Power Supply	Schneider	BMXCPS3020	1.00	
M580 CPU Level 40 - DIO and RIO	Schneider	BMEP584040	1.00	
M580 Ethernet IP, 3-Port	Schneider	BMENOC0301	1.00	
Digital Input, 16 Channel, 120VAC, Sinking	Schneider	BMXDAl1604	2.00	
Terminal block, Modicon X80, 20-pin removable caged	Schneider	BMXFTB2000	3.00	
Digital Output, 8 Channel, Form-C Relay	Schneider	BMXDRC0805	1.00	
Terminal block, Modicon X80, 40-pin removable caged	Schneider	BMXFTB4000	1.00	
Analog Input, 8 Channel, Current/Voltage	Schneider	BMXAMI0810	1.00	
Terminal block, Modicon X80, 28-pin removable caged	Schneider	BMXFTB2800	1.00	
Analog Output, 4 Channel, Current/Voltage	Schneider	BMXAMO0410	1.00	

March 25th, 2026



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

Item 6.

Kyle Stephens
WWTP Operations Manager
City of Camas, Washington
1129 SE Polk St
Camas, WA 98607

via email: kstephens@cityofcamas.us

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

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

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

1. Update the 120VAC and 24VDC Uninterruptable Power Systems (UPS) that power Input/Output signals and the PLC hardware in Solids Building Motor Control Centers 1 and 2. (MCC-C1/C1A/C2/C2A).
 - a. Currently, not all the PLC-C hardware is UPS powered!
2. Deploy a robust ethernet PLC Remote I/O and device network which relocates 13 ethernet drives and devices controlled by PLC-DBCP from the general SCADA network onto a segregated air-gapped network specific to PLC-DBCP.

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

Scope and Work and Deliverables Provided by OCD Automation:

- Execution of detailed plan and design to be followed by the City’s electrical contractor to upgrade of the four PLC groups that comprise the Digester Building Modicon Quantum PLC system (PLC-C). Design deliverables will include the following:
 - The selection and provision of new Modicon PLC hardware detailed on attachment-1 and summarized below is based on our knowledge of the Modicon platform.
 - Modicon M580 Processor using the Modicon X80 series PLC hardware platform.
 - Modicon Managed Ethernet Network hardware.
 - 24VDC UPS power each PLC panel for new PLC/Network hardware and analog I/O signals.
 - Industrial ethernet patch panel for interconnections between the two PLC control sections of the digester Motor Control Center (MCC).
 - Upgrade design will be conveyed as PDF redlines drafted upon PDF scans of the existing plant PLC network block diagram, the Digester MCC panel drawings, and each panel’s respective control loop drawings where applicable. Up to 40 total drawing sheets are assumed to be redlined broken down below.
 - 1 Demolition drawing per PLC cabinet identifying hardware and circuits to be removed.
 - 1 Digester Control Panel and Digester MCC PLC and device Network Block Diagram identifying network components, and cabling to be installed between them.
 - PLC cabinet layout drawing redlines of the Digester PLC each of the control cabinets in the MCC identifying new hardware to be installed.
 - PLC cabinet power schematics of each of the control cabinets in the MCC identifying modified and new circuits.
 - 28 loop drawing updates reflecting new PLC hardware for the 14 digital I/O cards.
 - 5 loop drawing updates reflecting new PLC hardware for the 5 analog I/O cards.
 - Refinement of PDF redlines based on final implementation, startup, and commissioning efforts of the PLC panel upgrades.
- Configuration and Programming of OCD Automation Provided Hardware:
 - Migration of current Modicon Quantum PLC-DBCP code into the Modicon M580 plc platform. The PLC programming will replicate the existing programming with the following features requested:
 - Review, adjustments, and cleanup of function blocks and datatypes based on usage to eliminate unused logic and variables.
 - Update of motor and motorized valve function blocks and datatypes to make HMI manual operation, speed control available to the operators from the HMI for a future SCADA upgrade project
 - Development of an analog transmitter function block and datatype to allow transmitter scaling, diagnostics, and alarm setpoints to be available to the operators from the HMI for a future SCADA upgrade project.
- OCD Automation will provide two weeks of onsite startup support at the Camas Wastewater Treatment Plant during PLC panel upgrade during implementation phase to support the City of Camas and their installing electrician.
- OCD Automation employees Jake Ositis (E5) and Anthony Zacateco-Hernandez (E2) are expected to be the primary staff members working on project tasks, assisted as necessary by others.

Materials:

- See Attachment 1, itemized hardware list.

Info Needs:

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

Assumptions/Exclusions:

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

Schedule

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

Invoicing

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

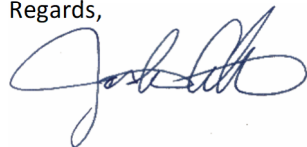
Cost of Services

The services to execute this work will be performed on a time and materials basis to a target budget of **\$174,969** broken down as follows:

- Hardware, Components, and Expenses: **\$70,151**
- Project Labor: **\$104,818**

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

Regards,



Justin D. Colton
President, OCD Automation Inc.

Attachments:

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

**ATTACHMENT-1
PLC Hardware and Components List**

Description	Manufacturer	Part Number	Quantity	Notes
QUINT4-PS/1AC/24DC/20 - Power supply unit	Phoenix Contact	2904602	3.00	
QUINT4-UPS/24DC/24DC/20 - Uninterruptible power supply	Phoenix Contact	2907071	3.00	
UPS-BAT/PB/24DC/12AH - Battery module	Phoenix Contact	1274119	3.00	
Modicon Extended Managed Switch, 8 ports for copper	Schneider	MCSESM083F23F1	5.00	
Proxy module, Modicon X80, Modbus Plus	Schneider	TCSEGDB23F24FA	1.00	
X-Slot Ethernet Backplane	Schneider	BMEXBPxx00	4.00	Rack Sizes TBD, as needed
High Power 24-48VDC Power Supply	Schneider	BMXCPS3020	4.00	
M580 CPU Level 40 - DIO and RIO	Schneider	BMEP584040	1.00	
M580 Ethernet IP, 3-Port	Schneider	BMENOC0301	1.00	
BUS MODULE, 2 RS485/232 Ports	Schneider	BMXNOM0200	1.00	
X-Bus Backplane Extender Kit (2 Modules, Cable, and Terminators)	Schneider	BMXXBE2005	1.00	
Digital Input, 16 Channel, 120VAC, Sinking	Schneider	BMXDAl1604	7.00	
Terminal block, Modicon X80, 20-pin removable caged	Schneider	BMXFTB2000	3.00	
Digital Output, 8 Channel, Form-C Relay	Schneider	BMXDRC0805	7.00	
Terminal block, Modicon X80, 40-pin removable caged	Schneider	BMXFTB4000	7.00	
Analog Input, 8 Channel, Current/Voltage	Schneider	BMXAMI0810	4.00	
Terminal block, Modicon X80, 28-pin removable caged	Schneider	BMXFTB2800	4.00	
Analog Output, 4 Channel, Current/Voltage	Schneider	BMXAMO0410	1.00	



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
CONTRACT No. 260137

616 NE 4th Avenue
 Camas, WA 98607

PROJECT NO. SWR26001A

Shop Building Modicon
Quantum PLC system (PLC-A)

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

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the **Shop Building Modicon Quantum PLC system (PLC-A)**.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **December 31, 2026**, 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 **\$59,962** 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:
 Brian Monnin
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7988 x4221
 EMAIL: bmonnin@cityofcamas.us
- Notices to Consultant shall be sent to the following address:
 Justin D. Colton
 OCD Automation, Inc.
 PO Box 2275
 Estacada, OR 97023
 PH: (503) 910-5364
 EMAIL: jake.ositis@odcautomation.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 _____

CITY OF CAMAS:

OCD Automation, Inc.:
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

EXHIBIT "A" SCOPE OF SERVICES

Scope and Work and Deliverables Provided by OCD Automation:

- Execution of detailed plan to swap out of the single PLC chassis that comprise the Shop Building Modicon Quantum PLC system (PLC-A). Design deliverables will include the following:
 - 24VDC UPS power installed in the shop PLC panel for new PLC/Network hardware and analog I/O signals.
 - Upgrade design will be conveyed as PDF redlines drafted upon PDF scans of the existing plant PLC network block diagram, the PLC-A panel drawings, and the PLC panel's respective control loop drawings where applicable. Up to 10 total drawing sheets are assumed to be redlined below.
 - 1 Demolition drawing for the PLC cabinet identifying hardware and circuits to be removed.
 - 1 Network Block Diagram identifying network components, and cabling to be installed between them.
 - PLC cabinet layout drawing redlines of each of the control cabinet identifying new hardware to be installed.
 - PLC cabinet power schematics of each of the control cabinet identifying modified and new circuits.
 - 6 loop drawing updates reflecting new PLC hardware for the 3 digital I/O cards.
 - 2 loop drawing updates reflecting new PLC hardware for the 2 analog I/O cards.
 - Refinement of PDF redlines based on final implementation, startup, and commissioning efforts of the PLC panel upgrades.
- Configuration and Programming of OCD Automation Provided Hardware:
 - Migration of current Modicon Quantum PLC-A code into the Modicon M580 plc platform. The PLC programming will replicate the existing programming with the following features requested:
 - Review, adjustments, and cleanup of function blocks and datatypes based on usage to eliminate unused logic and variables.
 - Update of motor and motorized valve function blocks and datatypes to make HMI manual operation, speed control available to the operators from the HMI for a future SCADA upgrade project
 - Development of an analog transmitter function block and datatype to allow transmitter scaling, diagnostics, and alarm setpoints to be available to the operators from the HMI for a future SCADA upgrade project.
- OCD Automation will provide 3 days of onsite startup support at the Camas Wastewater Treatment Plant during PLC panel upgrade during implementation phase to support the City of Camas's installing electrician.
- OCD Automation employees Jake Ositis (E5) and Anthony Zacateco-Hernandez (E2) are expected to be the primary staff members working on project tasks, assisted as necessary by others.

EXHIBIT "B"
COSTS FOR SCOPE OF SERVICES

Cost of Services

The services to execute this work will be performed on a lump sum basis to a target budget of **\$59,962**, broken down as follows:

- Labor: \$30,522
- Materials: \$29,440

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.
6. **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
CONTRACT No. 260136

616 NE 4th Avenue
 Camas, WA 98607

PROJECT NO. SWR26001B

Digester Building Modicon Quantum (PLC-DBCP)

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

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the **Digester Building Modicon Quantum (PLC-DBCP)**.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **December 31, 2026**, 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 **\$174,969** 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:
 Brian Monnin
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7988 x4221
 EMAIL: bmonnin@cityofcamas.us
- Notices to Consultant shall be sent to the following address:
 Justin D. Colton
 OCD Automation, Inc.
 PO Box 2275
 Estacada, OR 97023
 PH: (503) 910-5364
 EMAIL: jake.ositis@odcautomation.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 _____

CITY OF CAMAS:

OCD Automation, Inc.:
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

EXHIBIT “A” SCOPE OF SERVICES

Scope and Work and Deliverables Provided by OCD Automation:

- Execution of detailed plan and design to be followed by the City’s electrical contractor to upgrade of the four PLC groups that comprise the Digester Building Modicon Quantum PLC system (PLC-C). Design deliverables will include the following:
 - The selection and provision of new Modicon PLC hardware detailed on attachment-1 and summarized below is based on our knowledge of the Modicon platform.
 - Modicon M580 Processor using the Modicon X80 series PLC hardware platform.
 - Modicon Managed Ethernet Network hardware.
 - 24VDC UPS power each PLC panel for new PLC/Network hardware and analog I/O signals.
 - Industrial ethernet patch panel for interconnections between the two PLC control sections of the digester Motor Control Center (MCC).
 - Upgrade design will be conveyed as PDF redlines drafted upon PDF scans of the existing plant PLC network block diagram, the Digester MCC panel drawings, and each panel’s respective control loop drawings where applicable. Up to 40 total drawing sheets are assumed to be redlined broken down below.
 - 1 Demolition drawing per PLC cabinet identifying hardware and circuits to be removed.
 - 1 Digester Control Panel and Digester MCC PLC and device Network Block Diagram identifying network components, and cabling to be installed between them.
 - PLC cabinet layout drawing redlines of the Digester PLC each of the control cabinets in the MCC identifying new hardware to be installed.
 - PLC cabinet power schematics of each of the control cabinets in the MCC identifying modified and new circuits.
 - 28 loop drawing updates reflecting new PLC hardware for the 14 digital I/O cards.
 - 5 loop drawing updates reflecting new PLC hardware for the 5 analog I/O cards.
 - Refinement of PDF redlines based on final implementation, startup, and commissioning efforts of the PLC panel upgrades.
- Configuration and Programming of OCD Automation Provided Hardware:
 - Migration of current Modicon Quantum PLC-DBCP code into the Modicon M580 plc platform. The PLC programming will replicate the existing programming with the following features requested:
 - Review, adjustments, and cleanup of function blocks and datatypes based on usage to eliminate unused logic and variables.
 - Update of motor and motorized valve function blocks and datatypes to make HMI manual operation, speed control available to the operators from the HMI for a future SCADA upgrade project

- Development of an analog transmitter function block and datatype to allow transmitter scaling, diagnostics, and alarm setpoints to be available to the operators from the HMI for a future SCADA upgrade project.
- OCD Automation will provide two weeks of onsite startup support at the Camas Wastewater Treatment Plant during PLC panel upgrade during implementation phase to support the City of Camas and their installing electrician.
- OCD Automation employees Jake Ositis (E5) and Anthony Zacateco-Hernandez (E2) are expected to be the primary staff members working on project tasks, assisted as necessary by others.

EXHIBIT "B"
COSTS FOR SCOPE OF SERVICES

Cost of Services

The services to execute this work will be performed on a time and materials basis to a target budget of **\$174,969**

broken down as follows:

- Hardware, Components, and Expenses: **\$70,151**
- Project Labor: **\$104,818**

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.
6. **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).

**INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY, WASHINGTON,
AND THE CITY OF CAMAS, WASHINGTON, FOR THE PROVISION OF
PROSECUTION SERVICES, DATED AS OF JULY 1, 2026**

THIS AGREEMENT is made and entered into by and between Clark County, a governmental subdivision of the State of Washington (the “County”), and the City of Camas, a municipal corporation of the State of Washington (the “City”). The City and the County may be each referred to as a “Party” and collectively referred to as “the Parties” to this Agreement.

RECITALS

Whereas, RCW 39.34.180 provides that each city is responsible for the prosecution of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and referred from its law enforcement agency, whether filed under state law or city ordinance, and may elect to carry out this responsibility by entering into an interlocal agreement to provide this service; and

Whereas, CrR 3.2.1 provides that persons arrested without a warrant and held in custody are entitled to have a neutral magistrate determine within 48 hours after arrest whether probable cause exists to continue to hold such persons, with the result that weekend probable cause hearings must be held Friday afternoons and Sundays, and sometimes on other days during holiday weeks; and

Whereas, the most efficient way to prosecute probable cause hearings for the mutual benefit of the City, the County, and the Court is to centralize and consolidate prosecution of city cases at those hearings; and

Whereas, the Clark County Prosecuting Attorney’s Office (the “Prosecutor’s Office”) has provided prosecution services for weekend probable cause hearings since 2001 to the Cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, and Washougal pursuant to statute and an interlocal agreement with each of those cities that set a total annual compensation to the Prosecutor’s Office for these services from all of these cities together of \$13,000, or \$250 a week, divided among the cities based upon their relative populations; and

Whereas, the terms of the interlocal agreement between the City and the County have not been revised since 2001; and

Whereas, the work required of a Deputy Prosecuting Attorney to provide services for one weekend’s probable cause hearings is estimated at approximately six hours, for which the County must compensate the Deputy Prosecuting Attorney; and

Whereas, the Parties now desire to revise and update the terms of their interlocal agreement regarding prosecution services for weekend probable cause hearings to more accurately reflect

conditions in the current year, including changes in population, the effects of inflation, and fair current compensation for attorneys working on weekends and holidays; and

Whereas, more reasonable total annual compensation from all the cities for weekend and holiday probable cause prosecution services would be \$65,000, or \$1,250 a week; and

Whereas, the Clark County Council and the Camas City Council have determined that it is in the interest of the public health, safety, and welfare to enter into this Agreement.

Now, therefore, in consideration of the terms, conditions, and covenants contained herein, the Parties hereby agree as follows:

AGREEMENT

Section 1 – Adoption of Recitals. The foregoing recitals are hereby agreed up, ratified, and confirmed as being true and correct, and they are hereby made part of this Agreement.

Section 2 – Purpose of Agreement.

2.1 Purpose. The purpose of this Agreement is to set forth the terms pursuant to which the Prosecutor will represent the City in probable cause hearings before Clark County District Court that occur on Friday afternoons, Sundays, and sometimes other days of the week during holiday weeks.

2.2 Mutual intent. The Parties mutually intend and agree that implementation of the City's obligation to prosecute misdemeanors and gross misdemeanors over the weekends is most efficiently performed by the Prosecutor's Office in exchange for fair compensation and other consideration from the City as set forth below.

Section 3. – Duration of Agreement.

3.2 Effective date. The effective date of this Agreement is July 1, 2026, provided that it is filed with the Clark County Auditor by that date, or if the filing date is later, on that date.

3.3 Expiration. The duration of the Agreement is until July 1, 2031, on which date it expires.

3.4 Negotiated extensions. Except as provided by RCW 39.34.180(3), this Agreement does not automatically renew. The Parties agree to negotiate updated and appropriate terms to extend the Agreement prior to January 31, 2031, and every five years following an extension.

3.5 Arbitration; notice. If the Parties cannot agree on the levels of compensation for prosecution services when negotiating an update and extension of this Agreement, either party may invoke binding arbitration pursuant to RCW 39.34.180(3) by issuing notice to the other Party at least 120 days prior to the Agreement's expiration.

3.6 Termination. Except as provided by Section 3.4, Section 3.5, and RCW 39.34.180(3), either Party may terminate this Agreement for any reason or no reason by giving six months' written notice to the other Party.

Section 4 – Duties of the Prosecutor's Office.

4.1 Probable cause hearings. The Prosecutor's Office shall provide Deputy Prosecuting Attorneys to represent the City and the other cities in the County at probable cause determination hearings scheduled on Friday afternoons, Sundays, and other days of the week as required for compliance with CrR 3.2.1 during holiday weeks.

4.2 Declaration of probable cause. The Deputy Prosecuting Attorney representing the City at such a hearing shall present to the Court the declaration of probable cause to arrest the defendant authored by the arresting law enforcement officer. If the Deputy Prosecuting Attorney determines that the declaration of probable cause is insufficient, the Deputy Prosecuting Attorney shall, prior to submitting the probable cause statement to the magistrate, make reasonable efforts to contact the law enforcement agency that authored the declaration to request a supplemental statement of probable cause. If the Deputy Prosecuting Attorney does not receive a supplemental statement from that law enforcement agency before probable cause statements are due, the case will be exonerated, and the defendant will be released on that case.

Section 5 – Compensation for Prosecution Services.

5.1 Quarterly fee. As compensation for the services provided to the City by the Prosecutor's Office, each quarter the City shall pay the Prosecutor's Office its proportionate percentage share of \$16,250 (one-quarter of \$65,000), as set forth in Sections 5.2 and 5.3.

5.2 Proportionate payment. The City shall pay the Prosecutor's Office the percentage portion of the total quarterly fee of \$16,250 that is equal to the portion that its population bears to the total populations of the following incorporated cities in Clark County: Battle Ground, Camas, La Center, Ridgefield, Vancouver, and Washougal. The Parties agree that those percentages are as follows:

County	Jurisdiction	2020 Population Census	2021 Population Estimate ¹	2022 Population Estimate	2023 Population Estimate	2024 Population Estimate	2025 Population Estimate	Percent %	\$ / Week	\$ / Quarter	\$ / Year
Clark	Clark County	503,311	513,100	520,900	527,400	536,300	542,400				
Clark	Unincorporated Clark County	233,048	236,200	237,650	240,155	243,830	245,750				
Clark	Incorporated Clark County	270,263	276,900	283,250	287,245	292,470	296,650				
Clark	Battle Ground	20,743	21,160	21,780	21,910	22,470	22,790	7.73%	\$ 96.64	\$ 1,256.32	\$ 5,025.27
Clark	Camas	26,065	26,870	27,250	27,420	27,660	27,970	9.49%	\$ 118.61	\$ 1,541.87	\$ 6,167.48
Clark	La Center	3,424	3,605	3,835	3,890	4,045	4,270	1.45%	\$ 18.11	\$ 235.39	\$ 941.55
Clark	Ridgefield	10,325	11,910	13,640	15,180	15,790	16,290	5.53%	\$ 69.08	\$ 898.00	\$ 3,592.00
Clark	Vancouver	190,915	194,400	197,600	199,600	202,600	205,100	69.58%	\$ 869.72	\$ 11,306.31	\$ 45,225.25
Clark	Washougal	17,039	17,200	17,390	17,490	18,150	18,360	6.23%	\$ 77.85	\$ 1,012.11	\$ 4,048.44
Clark	Woodland (part)	84	85	85	85	85	85				
Clark	Yacolt	1,668	1,670	1,670	1,670	1,670	1,785				
							TOTAL	100.00%	\$1,250	\$ 16,250.00	\$ 65,000.00

Attached and incorporated by reference as EXHIBIT A is the 2025 Washington State Office of Financial Services estimated population totals for Clark County, Battle Ground, Camas, La Center, Ridgefield, Vancouver, and Washougal.

5.3 Payment dates. For services rendered pursuant to this Agreement, the County shall bill the City quarterly, and the City shall remit its quarterly payment to the County according to the percentage shown in the table above, within 30 days of receipt of the quarterly bill.

5.4 Billings. Billings and payments shall be either emailed, or mailed by first-class mail if appropriate, postage prepaid, to the addresses set forth as follows:

a. If to the City:

City of Camas Finance Department
 616 NE Fourth Avenue
 Camas, WA 98607

Phone 360-834-2262
 Email finance@cityofcamas.us

b. If to the County:

Clark County
 Attn: Dave Ratliff, Payroll and Accounts Receivable Manager
 1300 Franklin St. Suite 575
 Vancouver, WA 98660
 564-397-4693
dave.ratliff@clark.wa.gov

Section 6 – Administration of Agreement.

6.1 No new entity. No separate legal or administrative entity exists or will be created to administer the provisions of this Agreement.

6.2 Representatives of the Parties. The Parties agree that their representatives responsible for administering the terms of this Agreement are as follows:

- a. **For the City:** The City’s Mayor, or the Mayor’s designee.
- b. **For the County:** The Clark County Prosecuting Attorney or the Prosecuting Attorney’s designee.

6.3 Notices: All notices shall be in writing and deemed received on the day the notice is personally served or emailed, or three (3) days after the date the notice is mailed by first-class mail. Either Party may change the name and address to which notices shall be directed by giving the other Party notice of the change as provided in this Section.

a. Notice to the City:

City Administrator
616 NE 4th Avenue
Camas, WA 98607

Phone 360-834-6864
Email administration@cityofcamas.us

With copy to:
Shawn R. MacPherson, City Attorney
430 NE Everett
Camas, WA 98607
360-834-4611
smacpherson@cityofcamas.us

b. Notice to the County:

Tony Golik, Clark County Prosecuting Attorney
Mailing address 1013 Franklin Street
PO Box 5000
Vancouver, WA 98666-5000
Phone (564) 397-2261

Email tony.golik@clark.wa.gov

With a copy to:

Gayle Hutton, Prosecuting Attorney's Administrator

Mailing address 1013 Franklin Street

PO Box 5000

Vancouver, WA 98666-5000

Phone (564) 397-2261

Email gayle.hutton@clark.wa.gov

Section 7 – Property. Any real or personal property acquired, held, or used to effectuate this Agreement shall become the sole property of the Party that provided the property, and the Party that owns the property may dispose of it according to that Party's lawfully exercised discretion.

Section 8 – Budget. No joint fund will be established, and no joint budget will be prepared, to carry out this Agreement. Each Party shall be responsible for budgeting its own projected and actual financial impacts from the activities described in this Agreement.

Section 9 – Indemnification and Defense. To the maximum extent permitted by law, the City shall defend, indemnify and hold harmless the County, its officers, officials, employees, and agents, or any of them, from any and all claims, injuries, actions, liabilities, suits, damages, losses, fees, expenses, and costs of any nature whatsoever, including attorney fees and costs on appeal, resulting from or arising out of duties performed pursuant to this Agreement. The foregoing indemnification obligations of the City are a material inducement to the County to enter into this Agreement, are reflected in the consideration afforded to each Party hereunder, and have been mutually negotiated by the Parties. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of City's indemnity obligations under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 10 – Miscellaneous Provisions.

10.1 Further cooperation. The Parties shall cooperate in good faith and execute such documents as reasonably necessary and take all additional actions which are reasonably necessary and appropriate to give full force and effect to the provisions and intent of this Agreement.

10.2 Entire agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior agreements relating to the subject matter hereof.

Interlocal Agreement for the Provision of Prosecution Services

July 1, 2026

Page 6

10.3 Amendments. This Agreement may be amended only by an instrument in writing that is formally approved and executed by the Parties subsequent to the date hereof.

10.4 Assignment. No Party hereto shall assign its rights or obligations under this Agreement without the prior written consent of the other Party.

10.5 Ratification. Acts taken in conformity with this Agreement prior to its execution or filing with the County Auditor are hereby ratified and affirmed by the Parties.

10.6 Governing law and venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in the Clark County Superior Court.

10.7 Waiver. Waiver by any Party of the right to strict performance of any provision of this Agreement or of any breach of this Agreement shall not constitute a waiver of any other provision or breach.

10.8 No employment relationship created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between one Party and any employee, agent, representative or contractor of the other Party.

10.9 No rights conveyed to others. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and that it conveys no right to any other person or entity. There are no indirect or third-party beneficiaries to this Agreement. The Parties do not intend by this Agreement to assume contractual obligations to any person or entity other than the Parties named in this Agreement.

10.10 Section headings. Section and subsection headings contained in this Agreement are included solely for the convenience of the reader, and are not intended to be a part of this Agreement.

10.11 Severability. In the event any term or condition of this Agreement or the application thereof to any Party, person or circumstance is held invalid or unenforceable, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid or unenforceable term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

10.12 Drafting. The Parties have mutually and fully negotiated the provisions of this Agreement. Therefore, the Agreement shall be construed according to its fair meaning without regard to which Party drafted a particular provision.

IN WITNESS WHEREOF, the City of Camas and Clark County have executed this Agreement on the dates indicated below.

EXECUTED on this ____ day of _____, 2026.

CITY OF CAMAS, WASHINGTON

Attest:

City Clerk

By: _____
Steve Hogan, Mayor

Approved as to Form Only:

By: _____
Shawn R. MacPherson
City Attorney

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Attest:

Clerk to the Council

By: _____
Sue Marshall, Chair

Approved as to Form Only:
Anthony F. Golik
Prosecuting Attorney

By: _____
Glen Yung, Councilor

By: _____
Katie L. Jolma
Deputy Prosecuting Attorney

By: _____
Michelle Belkot, Councilor

By: _____
Wil Fuentes, Councilor

By: _____
Matt Little, Councilor

EXHIBIT A

Attached as Excel Sheet – 2025 Washington State Office of Financial Services Estimated Population for Clark County, Battle Ground, Camas, La Center, Ridgefield, Vancouver, and Washougal with Percentages and Cost Shares.

EXHIBIT A		Washington State Office of									
Financial Services		2025 Population of									
Clark County, Battle Ground, Camas, La Center, Ridgefield, Vancouver, and Washougal		with Percentages and Cost Shares									
County	Jurisdiction	2020 Population Census	2021 Population Estimate ¹	2022 Population Estimate	2023 Population Estimate	2024 Population Estimate	2025 Population Estimate	Percent %	\$ / Week	\$ / Quarter	\$ / Year
Clark	Clark County	503,311	513,100	520,900	527,400	536,300	542,400				
Clark	Unincorporated Clark County	233,048	236,200	237,650	240,155	243,830	245,750				
Clark	Incorporated Clark County	270,263	276,900	283,250	287,245	292,470	296,650	294,780			
Clark	Battle Ground	20,743	21,160	21,780	21,910	22,470	22,790	7.73%	\$ 96.64	\$ 1,256.32	\$ 5,025.27
Clark	Camas	26,065	26,870	27,250	27,420	27,660	27,970	9.49%	\$ 118.61	\$ 1,541.87	\$ 6,167.48
Clark	La Center	3,424	3,605	3,835	3,890	4,045	4,270	1.45%	\$ 18.11	\$ 235.39	\$ 941.55
Clark	Ridgefield	10,325	11,910	13,640	15,180	15,790	16,290	5.53%	\$ 69.08	\$ 898.00	\$ 3,592.00
Clark	Vancouver	190,915	194,400	197,600	199,600	202,600	205,100	69.58%	\$ 869.72	\$ 11,306.31	\$ 45,225.25
Clark	Washougal	17,039	17,200	17,390	17,490	18,150	18,360	6.23%	\$ 77.85	\$ 1,012.11	\$ 4,048.44
Clark	Woodland (part)	84	85	85	85	85	85				
Clark	Yacolt	1,668	1,670	1,670	1,670	1,670	1,785				
							TOTAL	100.00%	\$1,250	\$ 16,250.00	\$ 65,000.00

*To capture the correct percentages of participating cities, Yacolt and Woodland's populations were subtracted from the 2025 incorporated Clark County total, which resulted in a total population of 294,780 residents for participating jurisdictions. The Clark County Prosecuting Attorney's Office calculated the formulas for each participating city's share of weekly, quarterly, and yearly costs found in the chart above, which are accepted as accurate.

City of Camas
Stormwater Management Action Plan
NPDES MS4 2024-2029 Permit Cycle

Introduction

The City of Camas (City) is contracting with Parametrix to develop the City's 2024 Stormwater Management Action Plan (SMAP), based on requirements of the Washington State Department of Ecology (Ecology) National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater 2024–2029 Permit (Permit). Parametrix will apply Ecology guidance to conditions unique to the City to prepare a SMAP that is based on Permit requirements.

From 2021 to 2023, Parametrix supported the City in completing its SMAP as part of the 2019–2024 NPDES Phase II Municipal Stormwater permit cycle (2019 SMAP).

Task 01 – Project Management

Objective

The purpose of this task is to track, manage, document, and report on the Parametrix work effort.

Deliverables

- Monthly progress reports enclosed with invoices.
- Miscellaneous correspondence to document project management issues.
- QA/QC review documentation (delivered upon request).

Assumptions

- Project management will extend through March 31, 2027 (approximately 11 months).
- Budget assumes 22 virtual, biweekly (every 2 weeks) 30-minute meetings.

Task 02 – Project Initiation and Data Collection

Objective

The purpose of this task is to kick off the project, define the project objectives, establish team member roles and communications, and collect data needed for the FutureShed update and following identification of stormwater management actions (SMAs).

Approach

Kickoff Meeting. Parametrix will prepare for and facilitate a kickoff meeting with City staff. The meeting will include introduction of the project team; definition of the project objectives; review of the scope of work and schedule milestones; describe the communications plan; and prepare the risk register.

Data Collection. Parametrix will use the data collected from the first round of the SMAP and work with the City’s GIS department to update data layers that have changed since development of the 2019 SMAP. The following data updates may be included:

- Land cover.
- Stormwater conveyance piping and infrastructure.
- Stormwater facility locations and types.

Deliverables

- Agenda for kickoff meeting, Word document.

Assumptions

- Up to three Parametrix staff members will participate in the kickoff meeting. One, virtual, 2-hour meeting is assumed.
- Where available, the City will provide Parametrix with information in electronic format via email, FTP site transfer, or a file-share platform hosted by Parametrix (such as OneDrive/SharePoint or ProjectWise).
- Parametrix will use data collected and assumptions developed for the 2019 SMAP. The City will provide additional data and direction to support updates to land cover, stormwater conveyance systems (including piping and related infrastructure), and stormwater facility locations. Formal documentation of data gaps (i.e., a data gap memorandum) is not included in this scope of work, but Parametrix will supplement gaps in land cover data from publicly available databases where available.
- If available in the City’s current records, the City will provide the following information:
 - GIS data listed above.
 - Most recent NPDES annual reports and stormwater management program documents.
 - Water quality data from surface water or stormwater monitoring programs.
 - Existing modeling data on the City’s stormwater system and drainage basins within the City.
 - Results of a recent stormwater system needs assessment, including a map of problem areas and basic project sheets developed to date.
- Overburdened community information will be based on the Washington State Department of Health’s Environmental Health Disparities Mapping Project, as referenced in the Permit.
- The City will provide Parametrix with document review comments from all City reviewers consolidated into a single electronic file.

Task 03 – Receiving Water Prioritization Update

Objective

The purpose of this task is to update the prioritization of watershed protection needs via the FutureShed GIS/spreadsheet methodology to help the City determine if it will select a new high-priority catchment area or remain in the previous SMAP catchment to identify additional actions.

Approach

FutureShed Catchment Scoring Update. Parametrix will update the FutureShed GIS/spreadsheet model for the City with the latest model parameters (drainage basins, land cover, stormwater management coverage), with updates based on data collected in Task 2. Existing and projected future water quality and flow control contribution scores will be calculated for SMAP citywide catchments. Future scores will be based on default build-out scenarios, similar to those used in the 2019 SMAP.

City Workshop. Parametrix will facilitate a workshop with the City's SMAP Interdisciplinary Team at the beginning of the City's review period to review the updated FutureShed catchment scores, answer questions, and select a priority catchment area (either a new high-priority catchment area or remain in the previous SMAP catchment to identify additional actions) to target for stormwater management planning in Task 04.

Public Engagement Support. Parametrix will update the web-based GIS StoryMap from the 2019 SMAP with new information suitable for distribution to the public and for the City to share with Ecology.

Deliverables

- Summary tables of FutureShed scoring results.
- Agenda for City Workshop, Word document.
- Figure of selected priority catchment area, PDF.
- A web-based GIS StoryMap, updated from the 2019 SMAP, suitable for distribution to the public and for the City to share with Ecology.

Assumptions

- Previous documentation of the 2019 SMAP Receiving Water Assessment and the Receiving Water Prioritization will be included as appendices to the SMAP report (Task 04 below), and will not be updated except for the FutureShed model results completed as part of this task.
- Up to two Parametrix staff members will participate in the City workshop. One 2-hour meeting is assumed. The City will identify and invite other City staff to participate in the meeting.
- Public Engagement Support budgeted, including anticipated effort to update the StoryMap, is not to exceed 48 hours.

Task 04 – SMA Identification and SMAP Report

Objective

The goal of this task is to identify and document high-level SMAs that may improve the condition of the high-priority watershed identified in Task 03 based on the requirements of Permit Section S.5.C.1.d.iii.

Approach

SMA Identification. Parametrix will work with the City to build on work the City has already started to identify and finalize a list of the following:

- Concept-level potential **stormwater facility retrofits** for the area, including identification of BMP types (in broad categories such as distributed low-impact development retrofits, regional or catchment area flow control facilities, or targeted water quality media filtration) and preferred locations where possible (in general categories such as regional vs. site-specific facilities, retrofits in the right-of-way vs. parcels, or excluded areas such as protected natural resources).
- **Land management or development strategies** and/or actions for stormwater management. Parametrix will help draft text (approximately one page) to describe up to three land management or development strategies.
- **Targeted, enhanced, or customized permit-related SMAs** such as illicit discharge detection and elimination (IDDE) field screening, prioritization or source control inspections, operation and maintenance inspections, enhanced maintenance, and/or public education and outreach behavior change programs. Parametrix will help draft text (approximately one page) to describe up to three permit-related actions.
- If applicable, changes needed to local long-range plans to address SMAP priorities.
- A proposed implementation schedule and budget sources for short- and long-term actions.
- A process for future assessments and feedback to inform future changes.

City SMA Check-In Meeting. Parametrix will facilitate a meeting with City staff to review and confirm potentially selected SMAs before finalization of the draft SMAP report.

Retrofit SMA Documentation. Parametrix will develop up to three concept-level stormwater facility retrofits for the selected site. The concept design will be documented as follows:

- A “project one-sheet” (one-page summary sheet) in PDF with project location, high-level concept design drawing, and narrative description including site constraints and opportunities.
- Planning-level construction cost: AACE Class V cost estimates (order of magnitude) based on summary sheet.

SMAP Report. Parametrix will develop draft and final SMAP reports that outline the identified actions and incorporate adjustments based on public comment, as approved by the City.

Deliverables

- Draft list of SMAs for structural retrofits and targeted areas for City review in Microsoft Word and PDF electronic file formats.
- Agenda for Check In Meeting, Word document.
- Updated draft SMAP report for one high-priority basin for City review in Microsoft Word and PDF electronic file formats, approximately 30 pages (not including appendices).
- Final SMAP report for one high-priority basin in Microsoft Word and PDF electronic file formats, approximately 30 pages (not including appendices).

Assumptions

- Up to two Parametrix staff members will participate in the City staff check in meeting. One, virtual, 2-hour meeting is assumed. The City will identify and invite other City staff to participate in the workshop. The City will coordinate the location and time and have key City staff at the meetings based on planned topics.
- The 2024 SMAP report will follow the 2019 SMAP report format and content.
- Parametrix will be responsible for developing the figures which will be included in the SMAP report.
- The City will provide Parametrix with SMAP report review comments from all City reviewers consolidated into a single electronic Excel table file.
- The City will take the lead on responding to all comments from Ecology, with Parametrix support on technical issues as needed.
- For all Ecology permit submittals, Parametrix will submit documents to the City, and the City will submit the documents to Ecology.

Project Budget

Item 8.

Parametrix		Staff Name										Labor Summary		Expenses	Expense Total	TOTAL
		C. Olson	J. Brandt	C. So	C. Tinsley	J. Featherston	T. Prince	R. Mellinger	I. Ollestad	K. Tuttle	S. Godber	Hours	Dollars	Travel		
		Engineer IV	Sr Engineer	Engineer II	Sr GIS Analyst	Sr Consultant	Sr Engineer	Publications Supervisor	Sr Project Control Specialist	Project Accountant	Planner III					
Estimate Project #276-1683-815		Billing Rate														
TOTAL FEE ESTIMATE		\$ 24,974	\$ 15,440	\$ 17,809	\$ 12,053	\$ 10,891	\$ 11,058	\$ 2,386	\$ 2,399	\$ 852	\$ 3,315	554	\$ 101,176	\$ 64	\$ 64	\$ 101,240
Task 1	Project Management	34	4						18	8		64	\$ 10,052	-	\$ -	\$ 10,052
1	Invoicing	12							12	6		30	\$ 4,263		\$ -	\$ 4,263
2	Check In Meetings	12										12	\$ 2,025		\$ -	\$ 2,025
3	Project Setup and General PM Support	10	4						6	2		22	\$ 3,765		\$ -	\$ 3,765
Task 2	Project Initiation and Data Collection	16	10		16	2						44	\$ 8,924	-	\$ -	\$ 8,924
1	Kickoff Meeting	4	2			2						8	\$ 1,848		\$ -	\$ 1,848
2	Data Collection and FutureShed Inputs	12	8		16							36	\$ 7,076		\$ -	\$ 7,076
Task 3	Receiving Water Prioritization Update	44	20		28	4					24	120	\$ 22,458	-	\$ -	\$ 22,458
1	FutureShed Update	32	8		12	4						56	\$ 11,002		\$ -	\$ 11,002
2	City Workshop	8	4		4							16	\$ 3,145		\$ -	\$ 3,145
3	Public Engagement Support	4	8		12						24	48	\$ 8,311		\$ -	\$ 8,311
Task 4	SMAP Report	54	24	140	22	28	44	14				326	\$ 59,741	64	\$ 64	\$ 59,805
1	SMA Identification	8	16	28	4	10	20					86	\$ 18,131	64	\$ 64	\$ 18,195
2	Meeting w/ City	4		4			4					12	\$ 2,189		\$ -	\$ 2,189
3	Retrofit SMA Documentation	10		48	10	10	20					98	\$ 17,849		\$ -	\$ 17,849
4	SMAP Report	32	8	60	8	8		14				130	\$ 21,572		\$ -	\$ 21,572
Total Hours		148	58	140	66	34	44	14	18	8	24	554				
TOTALS		\$ 24,974	\$ 15,440	\$ 17,809	\$ 12,053	\$ 10,891	\$ 11,058	\$ 2,386	\$ 2,399	\$ 852	\$ 3,315	554	\$ 101,176	\$ 64	\$ 64	\$ 101,240



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
CONTRACT No. 260135

616 NE 4th Avenue
 Camas, WA 98607

PROJECT NO. STM26002

Stormwater Management Action Planning (SMAP)

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 **Stormwater Management Action Planning (SMAP)**
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 31, 2027**, 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 **\$101,240** 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:
 Brian Monnin
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7988 x4221
 EMAIL: bmonnin@cityofcamas.us
- Notices to Consultant shall be sent to the following address:
 Clara Olson
 Parametrix, Inc.
 5 SE Martin Luther King Jr. Blvd., Suite 400
 Portland, OR 97214
 PH: 253-604-6687
 EMAIL: Colson@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. 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 _____

CITY OF CAMAS:

Parametrix, Inc.:
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

EXHIBIT “A” SCOPE OF SERVICES

Task 01 – Project Management

Objective

The purpose of this task is to track, manage, document, and report on the Parametrix work effort.

Deliverables

- _ Monthly progress reports enclosed with invoices.
- _ Miscellaneous correspondence to document project management issues.
- _ QA/QC review documentation (delivered upon request).

Assumptions

- _ Project management will extend through March 31, 2027 (approximately 11 months).
- _ Budget assumes 22 virtual, biweekly (every 2 weeks) 30-minute meetings.

Task 02 – Project Initiation and Data Collection

Objective

The purpose of this task is to kick off the project, define the project objectives, establish team

member roles and communications, and collect data needed for the FutureShed update and following identification of stormwater management actions (SMAs).

Approach

Kickoff Meeting. Parametrix will prepare for and facilitate a kickoff meeting with City staff.

The

meeting will include introduction of the project team; definition of the project objectives; review of

the scope of work and schedule milestones; describe the communications plan; and prepare the risk

register.

Scope of Work

City of Camas

Stormwater Management Action Plan 2 April 2026

NPDES MS4 2024-2029 Permit Cycle

Data Collection. Parametrix will use the data collected from the first round of the SMAP and work

with the City's GIS department to update data layers that have changed since development of the

2019 SMAP. The following data updates may be included:

- _ Land cover.
- _ Stormwater conveyance piping and infrastructure.
- _ Stormwater facility locations and types.

Deliverables

- _ Agenda for kickoff meeting, Word document.

Assumptions

_ Up to three Parametrix staff members will participate in the kickoff meeting. One, virtual, 2-hour meeting is assumed.

_ Where available, the City will provide Parametrix with information in electronic format via email, FTP site transfer, or a file-share platform hosted by Parametrix (such as OneDrive/SharePoint or ProjectWise).

_ Parametrix will use data collected and assumptions developed for the 2019 SMAP. The City

will provide additional data and direction to support updates to land cover, stormwater conveyance systems (including piping and related infrastructure), and stormwater facility locations. Formal documentation of data gaps (i.e., a data gap memorandum) is not included

in this scope of work, but Parametrix will supplement gaps in land cover data from publicly available databases where available.

_ If available in the City's current records, the City will provide the following information:

- GIS data listed above.
- Most recent NPDES annual reports and stormwater management program documents.
- Water quality data from surface water or stormwater monitoring programs.
- Existing modeling data on the City's stormwater system and drainage basins within the City.
- Results of a recent stormwater system needs assessment, including a map of problem areas and basic project sheets developed to date.

_ Overburdened community information will be based on the Washington State Department of

Health's Environmental Health Disparities Mapping Project, as referenced in the Permit.

_ The City will provide Parametrix with document review comments from all City reviewers consolidated into a single electronic file.

Task 03 – Receiving Water Prioritization Update

Objective

The purpose of this task is to update the prioritization of watershed protection needs via the FutureShed GIS/spreadsheet methodology to help the City determine if it will select a new high-priority catchment area or remain in the previous SMAP catchment to identify additional actions.

Scope of Work

City of Camas

Stormwater Management Action Plan 3 April 2026

NPDES MS4 2024-2029 Permit Cycle

Approach

FutureShed Catchment Scoring Update. Parametrix will update the FutureShed GIS/spreadsheet model for the City with the latest model parameters (drainage basins, land cover, stormwater management coverage), with updates based on data collected in Task 2. Existing and projected future water quality and flow control contribution scores will be calculated for SMAP citywide catchments. Future scores will be based on default build-out scenarios, similar to those used in the 2019 SMAP. City Workshop. Parametrix will facilitate a workshop with the City's SMAP Interdisciplinary Team at the beginning of the City's review period to review the updated FutureShed catchment scores, answer questions, and select a priority catchment area (either a new high-priority catchment area or remain in the previous SMAP catchment to identify additional actions) to target for stormwater management planning in Task 04. Public Engagement Support. Parametrix will update the web-based GIS StoryMap from the 2019 SMAP with new information suitable for distribution to the public and for the City to share with Ecology.

Deliverables

_ Summary tables of FutureShed scoring results.

- _ Agenda for City Workshop, Word document.
- _ Figure of selected priority catchment area, PDF.
- _ A web-based GIS StoryMap, updated from the 2019 SMAP, suitable for distribution to the public and for the City to share with Ecology.

Assumptions

- _ Previous documentation of the 2019 SMAP Receiving Water Assessment and the Receiving Water Prioritization will be included as appendices to the SMAP report (Task 04 below), and will not be updated except for the FutureShed model results completed as part of this task.
- _ Up to two Parametrix staff members will participate in the City workshop. One 2-hour meeting is assumed. The City will identify and invite other City staff to participate in the meeting.
- _ Public Engagement Support budgeted, including anticipated effort to update the StoryMap, is not to exceed 48 hours.

Task 04 – SMA Identification and SMAP Report

Objective

The goal of this task is to identify and document high-level SMAs that may improve the condition of the high-priority watershed identified in Task 03 based on the requirements of Permit Section S.5.C.1.d.iii.

Scope of Work

City of Camas
Stormwater Management Action Plan 4 April 2026
NPDES MS4 2024-2029 Permit Cycle

Approach

SMA Identification. Parametrix will work with the City to build on work the City has already started to

identify and finalize a list of the following:

- _ Concept-level potential stormwater facility retrofits for the area, including identification of BMP types (in broad categories such as distributed low-impact development retrofits, regional or catchment area flow control facilities, or targeted water quality media filtration) and preferred locations where possible (in general categories such as regional vs. site-specific facilities, retrofits in the right-of-way vs. parcels, or excluded areas such as protected natural resources).
- _ Land management or development strategies and/or actions for stormwater management. Parametrix will help draft text (approximately one page) to describe up to three land

management or development strategies.

- _ Targeted, enhanced, or customized permit-related SMAs such as illicit discharge detection and elimination (IDDE) field screening, prioritization or source control inspections, operation and maintenance inspections, enhanced maintenance, and/or public education and outreach behavior change programs. Parametrix will help draft text (approximately one page)

to describe up to three permit-related actions.

- _ If applicable, changes needed to local long-range plans to address SMAP priorities.

- _ A proposed implementation schedule and budget sources for short- and long-term actions.

- _ A process for future assessments and feedback to inform future changes.

City SMA Check-In Meeting. Parametrix will facilitate a meeting with City staff to review and confirm

potentially selected SMAs before finalization of the draft SMAP report.

Retrofit SMA Documentation. Parametrix will develop up to three concept-level stormwater facility

retrofits for the selected site. The concept design will be documented as follows:

- _ A “project one-sheet” (one-page summary sheet) in PDF with project location, high-level concept design drawing, and narrative description including site constraints and opportunities.

- _ Planning-level construction cost: AACE Class V cost estimates (order of magnitude) based on

summary sheet.

SMAP Report. Parametrix will develop draft and final SMAP reports that outline the identified actions

and incorporate adjustments based on public comment, as approved by the City.

Deliverables

- _ Draft list of SMAs for structural retrofits and targeted areas for City review in Microsoft Word

and PDF electronic file formats.

- _ Agenda for Check In Meeting, Word document.

- _ Updated draft SMAP report for one high-priority basin for City review in Microsoft Word and

PDF electronic file formats, approximately 30 pages (not including appendices).

- _ Final SMAP report for one high-priority basin in Microsoft Word and PDF electronic file formats, approximately 30 pages (not including appendices).

Scope of Work

City of Camas
Stormwater Management Action Plan 5 April 2026
NPDES MS4 2024-2029 Permit Cycle

Assumptions

_ Up to two Parametrix staff members will participate in the City staff check in meeting.

One,

virtual, 2-hour meeting is assumed. The City will identify and invite other City staff to participate in the workshop. The City will coordinate the location and time and have key City staff at the meetings based on planned topics.

_ The 2024 SMAP report will follow the 2019 SMAP report format and content.

_ Parametrix will be responsible for developing the figures which will be included in the SMAP report.

_ The City will provide Parametrix with SMAP report review comments from all City reviewers consolidated into a single electronic Excel table file.

_ The City will take the lead on responding to all comments from Ecology, with Parametrix support on technical issues as needed.

_ For all Ecology permit submittals, Parametrix will submit documents to the City, and the City will submit the documents to Ecology.

**EXHIBIT “B”
COSTS FOR SCOPE OF SERVICES**

Parametrix		Staff Name										Labor Summary		Expenses	Expense Total	TOTAL
		C. Olson	J. Brandt	C. So	C. Tinsley	J. Featherston	T. Prince	R. Mellinger	I. Ollestad	K. Tuttle	S. Godber	Hours	Dollars	Travel		
Estimate Project #276-1683-815		Billing Rate														
Staff Name		C. Olson	J. Brandt	C. So	C. Tinsley	J. Featherston	T. Prince	R. Mellinger	I. Ollestad	K. Tuttle	S. Godber					
Title/Category		Engineer IV	Sr Engineer	Engineer II	Sr GIS Analyst	Sr Consultant	Sr Engineer	Publications Supervisor	Sr Project Control Specialist	Project Accountant	Planner III					
TOTAL FEE ESTIMATE		\$ 24,974	\$ 15,440	\$ 17,809	\$ 12,053	\$ 10,891	\$ 11,058	\$ 2,386	\$ 2,399	\$ 852	\$ 3,315	554	\$ 101,176	\$ 64	\$ 64	\$ 101,240
Task 1	Project Management	34	4						18	8		64	\$ 10,052	-	\$ -	\$ 10,052
1	Invoicing	12							12	6		30	\$ 4,263		\$ -	\$ 4,263
2	Check In Meetings	12										12	\$ 2,025		\$ -	\$ 2,025
3	Project Setup and General PM Support	10	4						6	2		22	\$ 3,765		\$ -	\$ 3,765
Task 2	Project Initiation and Data Collection	16	10		16	2						44	\$ 8,924	-	\$ -	\$ 8,924
1	Kickoff Meeting	4	2			2						8	\$ 1,848		\$ -	\$ 1,848
2	Data Collection and FutureShed Inputs	12	8		16							36	\$ 7,076		\$ -	\$ 7,076
Task 3	Receiving Water Prioritization Update	44	20		28	4					24	120	\$ 22,458	-	\$ -	\$ 22,458
1	FutureShed Update	32	8		12	4						56	\$ 11,002		\$ -	\$ 11,002
2	City Workshop	8	4		4							16	\$ 3,145		\$ -	\$ 3,145
3	Public Engagement Support	4	8		12						24	48	\$ 8,311		\$ -	\$ 8,311
Task 4	SMA Report	54	24	140	22	28	44	14				326	\$ 59,741	64	\$ 64	\$ 59,805
1	SMA Identification	8	16	28	4	10	20					86	\$ 18,131	64	\$ 64	\$ 18,195
2	Meeting w/ City	4		4			4					12	\$ 2,189		\$ -	\$ 2,189
3	Retrofit SMA Documentation	10		48	10	10	20					98	\$ 17,849		\$ -	\$ 17,849
4	SMA Report	32	8	60	8	8		14				130	\$ 21,572		\$ -	\$ 21,572
Total Hours		148	58	140	66	34	44	14	18	8	24	554				
TOTALS		\$ 24,974	\$ 15,440	\$ 17,809	\$ 12,053	\$ 10,891	\$ 11,058	\$ 2,386	\$ 2,399	\$ 852	\$ 3,315	554	\$ 101,176	\$ 64	\$ 64	\$ 101,240

EXHIBIT “C” BILLING RATES

Parametrix		Staff Name		Title/Category								Labor Summary		Expenses		Expense Total	TOTAL
		C. Olson	J. Brandt	C. So	C. Tinsley	J. Featherston	T. Prince	R. Mellinger	I. Ollestad	K. Tuttle	S. Godber	Hours	Dollars	Travel			
Estimate Project #276-1683-815		Billing Rate	168.74	266.21	127.21	182.62	320.32	251.32	170.46	133.25	106.47	138.13					
TOTAL FEE ESTIMATE			\$ 24,974	\$ 15,440	\$ 17,809	\$ 12,053	\$ 10,891	\$ 11,058	\$ 2,386	\$ 2,399	\$ 852	\$ 3,315	554	\$ 101,176	\$ 64	\$ 64	\$ 101,240
Task 1	Project Management		34	4						18	8		64	\$ 10,052	-	\$ -	\$ 10,052
1	Invoicing		12							12	6		30	\$ 4,263		\$ -	\$ 4,263
2	Check In Meetings		12										12	\$ 2,025		\$ -	\$ 2,025
3	Project Setup and General PM Support		10	4						6	2		22	\$ 3,765		\$ -	\$ 3,765
Task 2	Project Initiation and Data Collection		16	10		16	2						44	\$ 8,924	-	\$ -	\$ 8,924
1	Kickoff Meeting		4	2			2						8	\$ 1,848		\$ -	\$ 1,848
2	Data Collection and FutureShed Inputs		12	8		16							36	\$ 7,076		\$ -	\$ 7,076
Task 3	Receiving Water Prioritization Update		44	20		28	4					24	120	\$ 22,458	-	\$ -	\$ 22,458
1	FutureShed Update		32	8		12	4						56	\$ 11,002		\$ -	\$ 11,002
2	City Workshop		8	4		4							16	\$ 3,145		\$ -	\$ 3,145
3	Public Engagement Support		4	8		12						24	48	\$ 8,311		\$ -	\$ 8,311
Task 4	SMAP Report		54	24	140	22	28	44	14				326	\$ 59,741	64	\$ 64	\$ 59,805
1	SMA Identification		8	16	28	4	10	20					86	\$ 18,131	64	\$ 64	\$ 18,195
2	Meeting w/ City		4		4			4					12	\$ 2,189		\$ -	\$ 2,189
3	Retrofit SMA Documentation		10		48	10	10	20					98	\$ 17,849		\$ -	\$ 17,849
4	SMAP Report		32	8	60	8	8	14					130	\$ 21,572		\$ -	\$ 21,572
	Total Hours		148	58	140	66	34	44	14	18	8	24	554				
TOTALS			\$ 24,974	\$ 15,440	\$ 17,809	\$ 12,053	\$ 10,891	\$ 11,058	\$ 2,386	\$ 2,399	\$ 852	\$ 3,315	554	\$ 101,176	\$ 64	\$ 64	\$ 101,240

**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.
6. **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).

~ PROCLAMATION ~

WHEREAS, America has been continually renewed and enriched by people from diverse backgrounds; and

WHEREAS, each brings their unique heritage, which over time becomes part of our shared heritage; and

WHEREAS, generations of Asian Americans have helped make America what it is today; and

WHEREAS, there are more than 500,000 Taiwanese Americans in the United States, with a significant Taiwanese American community in Camas, WA; and

WHEREAS, Taiwanese Americans have made indispensable contributions to the diversity and prosperity of American society as successful and notable artists, Nobel Laureate scientists, researchers, human rights activists, and business leaders; and

WHEREAS, Taiwanese Americans are proud of their roots and their role in strengthening our nation; and

WHEREAS the year 2026 marks the 47th anniversary of the enactment into law of the 1979 "Taiwan Relations Act," which – together with the 1982 "Six Assurances" – forms the cornerstone of U.S.-Taiwan relations; and

WHEREAS this week recognizes the longstanding friendship between the United States and Taiwan; and

WHEREAS, during this special week, Taiwanese Americans can embrace America's diversity and celebrate our shared traditions that make America a great nation;

NOW THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim the week of May 10-16, 2026, as:

“Taiwanese American Heritage Week”

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

In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 4th day of May 2026.

Steve Hogan, Mayor

COUNCIL APPOINTMENTS 2026

Board/Committee/Commission	Full Name	Position
C-TRAN	Tim Hein	Representative
	Jennifer Senescu	Alternate
City/School Committee	Marilyn Boerke	Representative
	Mahsa Eshghi	Representative
Columbia River Economic Development Council (CREDC)	Steve Hogan	Appointed
	Doug Quinn	Alternate
Camas-Washougal Chamber of Commerce	Marilyn Boerke	Representative
	Jennifer Senescu	Alternate
Design Review Committee	Jennifer Senescu	Liaison
Downtown Camas Association	John Nohr	Representative
East County Ambulance Advisory Board (ECAAB)	John Nohr	Representative
Ending Community Homelessness Organization (ECHO)	Marilyn Boerke	Representative
Finance Committee	John Nohr	Representative
	Tim Hein	Representative
	Martin Elzingre	Representative
GP Mill Clean-Up Advisory Committee	Jennifer Senescu	Representative
	Mahsa Eshghi	Representative

COUNCIL APPOINTMENTS 2026

Joint Policy Advisory Committee (JPAC) and Regional Fire Authority Ad Hoc Committee	Marilyn Boerke	Representative
	John Nohr	Representative
	Tim Hein	Representative
LEOFF Board	John Nohr	Representative
	Marilyn Boerke	Representative
Library Board of Trustees	Marilyn Boerke	Representative
Lodging Tax Advisory Committee	Mahsa Eshghi	Representative
Mayor Pro Tem	Tim Hein	Appointed
	John Nohr	Alternate
Parks & Recreation Commission	Tim Hein	Liaison
	Marilyn Boerke	Alternate
Planning Commission	Jennifer Senescu	Liaison
	Marilyn Boerke	Alternate
Port of Camas-Washougal	Mahsa Eshghi	Liaison
	Martin Elzingre	Alternate
Regional Transportation Council (RTC) (C-W 2026-27 Representative)	Mahsa Eshghi	Representative
	<i>City of Washougal</i> David Fritz	<i>Alternate</i>
Washington State Energy Facility Site Evaluation Council (EFSEC)	Jennifer Senescu	Representative



Staff Report – Public Hearing

May 4, 2026 Council Regular Meeting

Public Hearing Considering the Vacation of a Public Waterline Easement

Presenter: James Carothers, Engineering Manager

Time Estimate: 10 minutes

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

BACKGROUND: Camas Woods 1 Subdivision (SUB 24-1002) applicant received preliminary plat approval on May 8, 2025. This subdivision is located adjacent north to Camas High School. In 1924, the City purchased a waterline easement across the subject project property for a nominal fee. A transmission main line was installed 100 years ago, and this pipe was abandoned and relocated off the subject property several decades ago.

SUMMARY: The property owner and development applicant, HSR Capital, LLC, has formally requested the City’s vacation of the sections of easement across the Camas Woods 1 property. The total area of the easement is 37,541 square feet or 0.86 acre.

HSR hired an appraiser to provide valuation of the easement. The appraiser determined the fair market value of the easement to be \$40,000. Based on the infrastructure to be donated to the City with the development of the land, HSR is requesting that “...Council consider whether additional monetary compensation is necessary in connection with the easement vacation.”

Based on the applicant’s removal of the abandoned water main and the extent of the infrastructure of on-site and off-site water, sewer and transportation improvements that are to be donated, staff recommends approval of the vacation at no additional cost to the applicant.

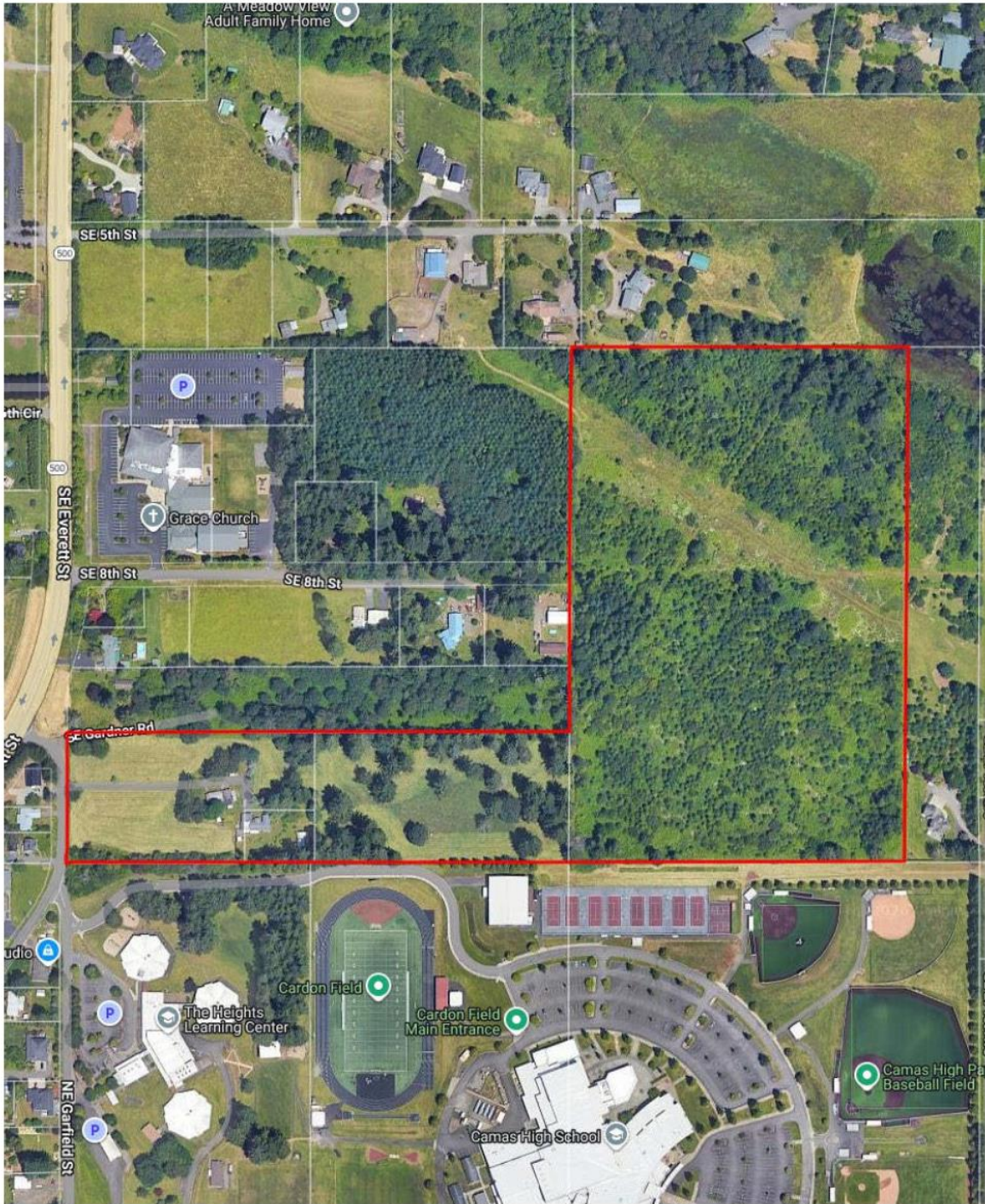
RCW 35.94.040 requires a public hearing for public easement vacations. A resolution would need to follow the public hearing to allow the vacation, or release, of the easement to be recorded.

Staff proposes the following schedule:

- April 6, 2026 – Introduce at Council Workshop - done
- **May 4, 2026 – Hold Public Hearing**
- May 18, 2026 – Adopt the Vacation Resolution

BENEFITS TO THE COMMUNITY: Development of this easement area would be a better use for the property.

AERIAL MAP





WWW.AKS-ENG.COM

February 3, 2026

Jim (Curleigh) Carothers, PE
City Engineer
City of Camas
616 NE 4th Ave, Camas, WA 98607

RE: Waterline Easement Vacation (SUB24-1002, ENG-25-1042)

Curleigh:

The purpose of this memorandum is to provide a narrative explanation pertaining to an easement vacation request as part of the Camas Woods development project (SUB24-1002) also associated with construction plan phase 1 (ENG-25-1042), located on Parcels 178108-000 and 178140-000.

The existing 25-foot-wide easement to the City of Camas (City) provides utility and maintenance access to an abandoned 10-inch steel water line originally serving the municipal headworks. The line is no longer in use and lies approximately three feet below grade. The property owner intends to construct over the easement area, as depicted in the approved land use documents, which necessitates formal vacation through City Council approval.

Per the original documents, (Book 158, Page 432 and Book 160, Page 381), recorded January 28th, 1924, the easement was granted with a total dollar value of \$1.00 from each respective parcel. As part of the standardized process, a valuation of the easement must be submitted to establish compensation for the City's relinquishment of rights. The Developer/Applicant/property owner has prepared a letter and commissioned an appraisal of the easement to satisfy the City's requirement. These documents are attached for review and consideration for presenting to City Council.

With construction of the Camas Woods project (Phase 1), the development will remove the steel pipe within the project extents and will cap the ends of the waterline.

Sincerely,

AKS ENGINEERING & FORESTRY, LLC

Bryce Hanson, PE

- Enclosures: HSR letter (dated 1/27/2026)
Appraisal (dated 1/26/2026)
Legal descriptions and exhibits (dated 2/2/2026)



Camas Woods, Waterline Vacation
AKS Job #8397

2/3/2026
Page 1 of 1



**REQUEST FOR CONSIDERATION OF NON-MONETARY OFFSET
Camas Woods Phases 1 & 2 – Waterline Easement Vacation**

January 27, 2026

Dear Mayor and Members of the City Council,

On behalf of the Camas Woods development team, we respectfully submit the enclosed January 26, 2026 independent appraisal prepared by Appraisal & Consulting Group, LLC, estimating the fair market value of the City of Camas' existing waterline easement interest at \$40,000. The appraisal is based on a lot-by-lot partial diminution analysis and assumes no loss of proposed lot count, no reduction in density, and continued buildability of all affected proposed lots.

In conjunction with the requested easement vacation, we, as the developer, are committed to constructing, at our sole cost, and dedicating substantial new public water system improvements as part of the Camas Woods subdivision. These improvements include removal of an obsolete City-owned steel waterline and installation of a new, looped public water system with an estimated combined value of approximately \$1.39 million. The proposed system will improve system redundancy and water pressure, enhance long-term reliability, and allow for future extension eastward, providing benefit to the broader City water service area.

While the appraisal appropriately concludes the fair market value of the easement interest in isolation, we respectfully request that the City Council consider the developer-funded water system improvements as non-monetary consideration that substantially exceeds the appraised value of the easement being vacated. In practical terms, the City will receive new, modern public infrastructure, eliminate future maintenance and replacement obligations associated with the obsolete line, and advance its long-term water system objectives — with no reimbursement, credit obligation, or future financial commitment by the City.

Considering the magnitude of these public benefits and their proportional relationship to the appraised easement value, we respectfully request that the City Council consider whether additional monetary compensation is necessary in connection with the easement vacation. We understand that this determination is a matter of Council discretion and is consistent with the City's consideration of public benefit in prior utility and roadway easement vacation actions.

We appreciate the City's thoughtful consideration of this request and look forward to continuing to work collaboratively with staff and Council toward an outcome that serves the best interests of both the City of Camas and the community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andy Swanson".

Camas Woods Development Team
Andy Swanson
President
HSR Capital, LLC



Appraisal &
Consulting Group, LLC

January 26, 2026

HSR CAMAS WOODS P2, LLC

Attn: Andy Swanson
19120 SE 34th Street #103
Vancouver, WA 98683

RE: City of Camas Waterline Easement Vacation
Camas Woods Subdivision
Camas, WA 98607

Dear Mr. Swanson:

Pursuant with our engagement, I have prepared an analysis of the value of the City of Camas's existing waterline easement across the Camas Woods Phases 1 & 2 property. The existing easement is not being used by the City and neither the easement area or the existing waterline infrastructure within the easement is planned for use as a part of the Camas Woods development. As a result, a proposed vacation of the existing waterline easement is proposed. This appraisal presents the value of the existing easement area and the resulting value of the property rights that would be relinquished by the City if the waterline easement is vacated. It is noted the primary analysis does not consider the value or benefits to the City of Camas from new waterlines and water system infrastructure that will be installed as a part of the Camas Woods development. These improvements will improve public water system to the area and allow the future orderly development of surrounding properties zoned for residential development as supported by market conditions. This appraisal report is intended to satisfy the scope of work and requirements agreed upon by the client and Appraisal & Consulting Group, LLC.

At the request of the client, this appraisal is presented in a Restricted Appraisal Report as defined by *USPAP* Standards Rule 2-2(b). Use of this report is limited to the client (HSR CAMAS WOODS P2, LLC) and the City of Camas for decision making regarding the potential vacation of the existing waterline easement. The rationale for how the appraiser arrived at the opinions and conclusions set forth in this report may not be understood properly without additional information that is retained in the appraiser's work file.

The subject property is zoned for a mix of residential densities. The majority of the subject is zoned HD-NS – North Shore Higher Density Residential and LD-NS North Shore Lower Density Residential. In addition, the northeast corner of Parcel 178140000 is zoned POS-NS, North Shore Park/Open Space and the west portion of Parcel 178159000 is zoned MX-NS, North Shore Mixed Use. The existing waterline easement does not encumber the Mixed Use zoned portion of the property with all but a small portion within the Higher Density and Lower Density residential zones.

13306 NW Cornell Road, Suite 201
Portland, OR 97229
503.740.8729 – Cell Phone
971.277.6368 – Fax
www.acvaluation.com

The Camas Woods Phases 1 & 2 property is proposed/approved for 206 single-family lots and two pads for future multi-family/mixed-use development. The 206 single-family lots include 88 townhomes, 80 small, detached lots, and 38 standard detached lots. Given the property type (residential development land), the market would determine the value of the easement area proposed for vacation based on its impact on development on the site including the number of potential lots as well as any impacts on the utility of planned lots. This, in effect, establishes the difference in value of the property “With” and “Without” the existing waterline easement. This is typically referred to as a Before and After analysis.

The proposed development was designed assuming the existing waterline easement will be vacated. Therefore, the appraiser has also relied on information from engineer Bryce Hanson, PE, LSIT, Certified Arborist with AKS Engineering & Forestry, LLC who considered alternative redesigns of some portions of the site if the easement is not vacated. The resulting impact on the number and utility of future residential lots establishes the value impact from the existing waterline easement and mirrors market behavior and the analysis a developer/buyer would consider in a purchase decision. The value impact is based on the current unimproved status of the property as vacant land approved for residential development.

While no extraordinary assumptions or hypothetical conditions are made in this appraisal, the appraiser has relied on exhibits and size estimates prepared by the property owner and their engineer in the preparation of this appraisal.

Appraisal Information

Valuation Date: December 10, 2025

Inspection Date: The appraiser inspected the subject property with Steve Waugh, Chief Development Officer with HSR on December 10, 2025. This date is used as the valuation date for this appraisal assignment.

Client: HSR CAMAS WOODS P2, LLC

Intended Use: The intended use of this appraisal is to assist with decision making by the client and intended user regarding the potential vacation of an existing 25-foot wide waterline easement.

Intended Users: HSR CAMAS WOODS P2, LLC and City of Camas City Council and City Engineer.

Purpose of Report: To estimate the fair market value of the City of Camas’ existing waterline easement interest as a basis for determining just compensation in connection with a proposed easement vacation.

Scope of Work: The scope of work included a review of the proposed subdivision layout, engineering exhibits prepared by AKS Engineering, off-site cost estimates, and other relevant subject property information (zoning, utility availability, general market conditions). The appraiser then concludes the highest and best use of the property and, consistent with market behavior, uses residential and sales to conclude per proposed lot land values for the affected product types on the subject property (Attached Townhome Lots, Narrow Small Detached Lots, and Standard Detached Lots). The analysis evaluates the partial impact of the existing waterline easement as it traverses portions of twelve (12) proposed lots. All proposed lots remain buildable, with no loss of lot count or residential density (noting current proposed lots 16 & 17 would be relocated/switched with current Tract 502 to avoid a loss in development potential).

Property Description

Subject Property: The subject property consists of 36.12 acres of land zoned for a mix of residential development (primarily lower and higher density residential development with a small area of park/open space and mixed-use land). The Camas Woods Phases 1 & 2 property is proposed/approved for 206 single-family lots and two pads for future multi-family/mixed-use development. The 206 single-family lots include 88 townhomes, 80 small, detached lots, and 38 standard detached lots. The subject property consists of Parcels 178140000, 178108000, 178169000, and 178159000 as summarized in the table below.

SIZE	
PARCEL	ACRES
178140000	26.12
178108000	5.00
178169000	0.56
178159000	4.44
TOTALS	36.12

Property Rights Valued: Fee Simple subject to the City of Camas’s existing easement rights in the Before situation and fee simple without the City of Camas’s easement interest following the vacation of the easement in the After situation.

Ownership & Sales History: The subject property is under the ownership of Camas Woods LLC (Parcel 178140000) and HSR Camas Woods P2, LLC (Parcels 178159000, 178169000, and 178108000). Parcel 178140000 was originally purchased by HSR Capital, LLC on November 23, 2022 from the Webberly Family Living Trust et al. for \$3,650,000. On October 17, 2023, the ownership in this parcel was transferred to Camas Woods LLC. This was a related party transfer/change of name with no stated consideration.

The remaining parcels (Parcels 178159000, 178169000, and 178108000) were purchased from Jana L. Brandli and Linda K. Thomas, Co-Trustees of the Rekdahl Living Trust dated January 4, 2006 by HSR Camas Woods P2, LLC on September 18, 2024 for \$3,516,344.

Given the length of time from the negotiation and closing of the original 2022 purchase, it is not given significant weight in this analysis, but the more recent 2024 sale is used in the valuation analysis with an adjustment for required off-site costs.

Assessed Values/Property Taxes:

TAXES & ASSESSMENT (2025 Values for 2026 Taxes)					
				TAX RATE	0.9508%
PARCEL	LAND	IMPROVEMENTS	TOTAL	TAXABLE	TAXES
178140000	\$5,054,116	\$0	\$5,054,116	\$5,054,116	\$48,757.05
178108000	\$492,800	\$0	\$492,800	\$492,800	\$4,441.73
178169000	\$262,956	\$275,865	\$538,821	\$538,821	\$4,891.66
178159000	\$409,478	\$117,749	\$527,227	\$527,227	\$4,787.96
TOTALS	\$6,219,350	\$393,614	\$6,612,964	\$6,612,964	\$62,878.40

Source: Clark County Assessment & Taxation

Definition of Market Value: Given the scope and intended use of this assignment, the applicable value definition is “Market Value.” It is noted that a specific market value conclusion (as unencumbered) is not included in the scope of work for this assignment with the analysis focusing on a supportable diminution of value range (on a percentage basis) resulting from the easement to the State of Oregon. However, in concluding a supportable percentage loss in value, the appraiser has given consideration to the concept of “Market Value” in the concluded diminution of value percentage.

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming that the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

Exposure Time: The appraiser’s opinion of reasonable exposure period for the subject property is 1 to 2 years which is a typical closing period for a large, residential development site.

Definition of Easement

Definition of Easement, as defined by the Dictionary of Real Estate Appraisal Practice, Sixth Edition (2015), is:

“The right to use another’s land for a stated purpose.”

Property Description

Site: The Camas Woods Phases 1 & 2 Property consists of four parcels totaling 36.12-acres zoned for a mix of residential densities. The property is within the City of Camas and adjacent (to the north) of Camas High School. The property is proposed/approved for 206 single-family lots and two pads for future multi-family/mixed-use development. The 206 single-family lots include 88 townhomes, 80 small, detached lots, and 38 standard detached lots. The subject property consists of Parcels 178140000, 178108000, 178169000, and 178159000.

Zoning: The subject property is zoned for a mix of residential densities. The majority of the subject is zoned HD-NS – North Shore Higher Density Residential and LD-NS North Shore Lower Density Residential. In addition, the northeast corner of Parcel 178140000 is zoned POS-NS, North Shore Park/Open Space and the west portion of Parcel 178159000 is zoned MX-NS, North Shore Mixed Use. The existing waterline easement does not encumber the Mixed Use zoned portion of the property with all but a small portion within the Higher Density and Lower Density residential zones.

¹ Office of Comptroller of the Currency (OCC), Title 12 of the Code of Federal Regulation, Part 34, Subpart C -Appraisals, 34.42 (g); Office of Thrift Supervision (OTS), 12 CFR 564.2 (g); This is also compatible with the FDIC, FRS and NCUA definitions of market value.

Highest and Best Use: The highest and best use of the subject property, both before and after the proposed easement vacation, is residential subdivision development consistent with the Camas Woods Phases 1 & 2 project design and applicable zoning regulations. The presence of the easement does not eliminate buildable lots or reduce permitted density. However, as will be discussed in the valuation analysis, there are some impacts to the utility of 10 lots with the current location of the waterline easement. This is based on the appraiser’s review of the development “as proposed” as well as a review of information provided by engineer Bryce Hanson, PE, LSIT, Certified Arborist with AKS Engineering & Forestry, LLC who considered alternative redesigns to some portions of the site if the easement is not vacated. In summary, if the easement is not vacated/relinquished, there is a reduction in utility to 12 proposed lots on the property.

Valuation Analysis

The first step in the valuation analysis is to establish baseline land values per proposed for the various lot types impacted by the City’s waterline easement. The lot types are summarized below.

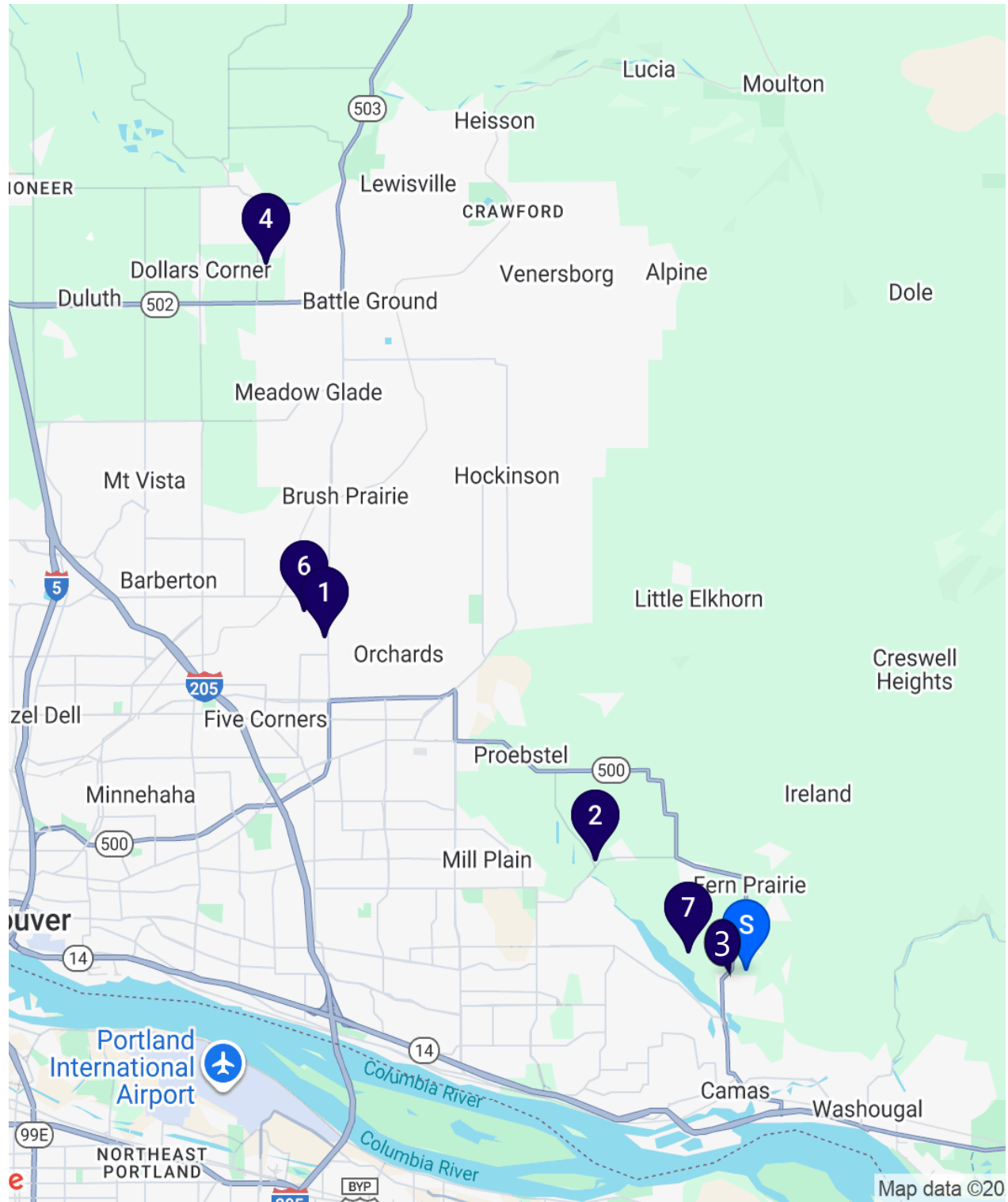
LOT TYPES IMPACTED BY EASEMENT
Component
Attached Townhome Lots
Narrow, Small, Detached Lots
Standard Detached Lots

The conclusion of these baseline land values by lot type allows for the upcoming conclusion of the diminution in value to the individual lots impacted by the existing waterline easement. The land sales summary chart on the following page summarizes the selected comparables along with appropriate adjustments for necessary off-site costs to indicate a “Land Sales Price Per Proposed Lot As Fully Served”.

Comparable Residential Land Sales

No.	Location / Address	Zoning	Size Acres	Sale Date	Sale Price (\$)	Sale Price Per Acre	Proposed	Sale Price	Comments/Notes	
							Lots or Units	Per Proposed Lot		
							Density/Acre	As Fully Served		
1	Ankenbauer Townhome site HSR 10502 NE 117th Avenue Vancouver, WA 98662 (County)	R1-6	4.14	5/25	\$1,500,000	\$362,319	53 Townhome Lots at 2,500 SF Avg. 12.80 Units/Acre	\$28,302	Irregular site abutting SR-503 propose for townhomes. Good soils with lower construction costs anticipated.	
2	LaCamas Village Subdivision NWC of NE Ingle Road/NE Goodwin Rd Camas, WA 98607	R-6 & MF-10	12.7	10/25	\$5,500,000	\$433,071	159 113 Detached & 46 Townhome 12.60 Units/Acre	\$34,591	Mix of detached and attached townhomes. Located in part of the Green Mountain Master Plan. The developer proposed plat in for approvals now with significant planning work done	
3	Camas Woods-West Portion 920 SE Gardner Road Camas, WA 178159, 178169, 178108	HD-NW & MX High Density Residential & MX Northshore	10.00	9/24	\$3,516,344 <u>Plus \$940,000 Off-sites</u> \$4,456,344	\$351,634	144 56 TH & 88 APT 144 Ttl. Res Units 14.44 Units/Acre	\$30,947 Adjusted for Off-Sites as Fully Served	Western 10-acres of the overall Camas Woods Ph. 1 & 2 plat purchased 9/24. We have adjusted the price upward by \$16,800/unit applied to the 56 SFR lot portion of the total 206 SF Lots for its allocated off-site costs to be considered fully served with utilities/access for this analysis as part of Phase 1 off-site costs.	
4	Village at Cherry Grove NE 92nd Avenue, S of NW 15th Way Battle Ground, wA 228522000 & 228545-000	R10	20.01	3/25	\$5,000,000 <u>Plus \$1,500,000 Off-sites</u> \$6,500,000	\$324,838	180 Townhome lots at 2,500 SF 9.00 Units/Acre	\$36,111 Adjusted for Off-sites as fully Served	Closed sales for a level site proposed for 180 townhome lots now under construction. The price was adjusted upward to reflect the off-site costs the buyer will incur to extend water and sewer to the site.	
5	Confidential Pending Sale Vancouver, WA (Clark County)	R1-6 Middle Housing Option	8.48	Confidential Pending Sale 12/25	\$3,875,000	\$456,958	98 Townhome Lots at 2807 SF Avg. 11.55 Units/Acre	\$39,541	Level, fully served site pending sale for development of 98 future lots averaging 2807 Sf. Site will have lower than typical development costs with level topo, no off-site cost, and well drained soils with most of the frontage improvements done.	
6	Falcon Pionte 10809 NE 119th Street Vancouver, WA Pcl# 199611-000 & 986063383	R1-5	39.74	8/24	\$11,712,000	\$294,716	247 Standard Detached at 5,000 SF Avg. 6.22 Units/Acre	\$47,417	Level, rectangular site with utilities in Brush Prairie area of Vancouver purchased by large local builder for development of larger standard lot at over 5,000 SF. Development costs will be low for this project given size, soils, shape, etc..and the lot sizes are	
7	Mills West Land N. of Leadbetter Road, West of Boat Ramp Camas, WA Pcl#177884-000	HD-NS	35.6 <u>-9.25</u> 26.35	12/25 Pending Now Under Contract	\$6,000,000 <u>Plus \$1,000,000 Off-Sites</u> \$7,000,000	\$265,655	127 Standard Detached at 6,500 SF Avg. 4.82 units/acre	\$55,118	This represents the asking price for a 26.35 acre developable site located north of LaCamas Lake that is now reportedly under contract to large developer SunCal. The pending price was not disclosed. This site is proposed for large lots over 6,500 SF and will be served by the proposed abutting plat to the east.	

RESIDENTIAL LAND SALE COMPARISON LOCATION MAP



Comparable 5 is a Confidential Pending

The comparables indicate a range of \$28,302 to \$55,118 per potential lot. The comparables include land sales proposed for a variety of lot types. Comparable 3 represents the 2024 sale of the west portion of the subject. The transaction price is adjusted upward for the allocated portion of the off-site costs required to serve the property (sewer extensions, roundabout, traffic mitigation).

Townhome Lot Values: Regarding the subject’s townhome lots, the low end is indicated by Comparable 1, which has an inferior location and site configuration. This sale sets the low end of the value range at \$28,032/lot. The high end of the range for the subject’s townhouse lots is indicated by Comparable 2 at \$34,591/lot which has a slightly lower density and a mix of townhouse and detached lots. Adjusted for off-site costs, the west portion of the subject (Comparable 3) was purchased for \$30,947/lot. As this includes some planned, higher density apartment units, it is a slightly low indicator for the subject’s townhome lots. Based on the information above, a value of **\$32,000/lot** is concluded for the subject’s townhome lots.

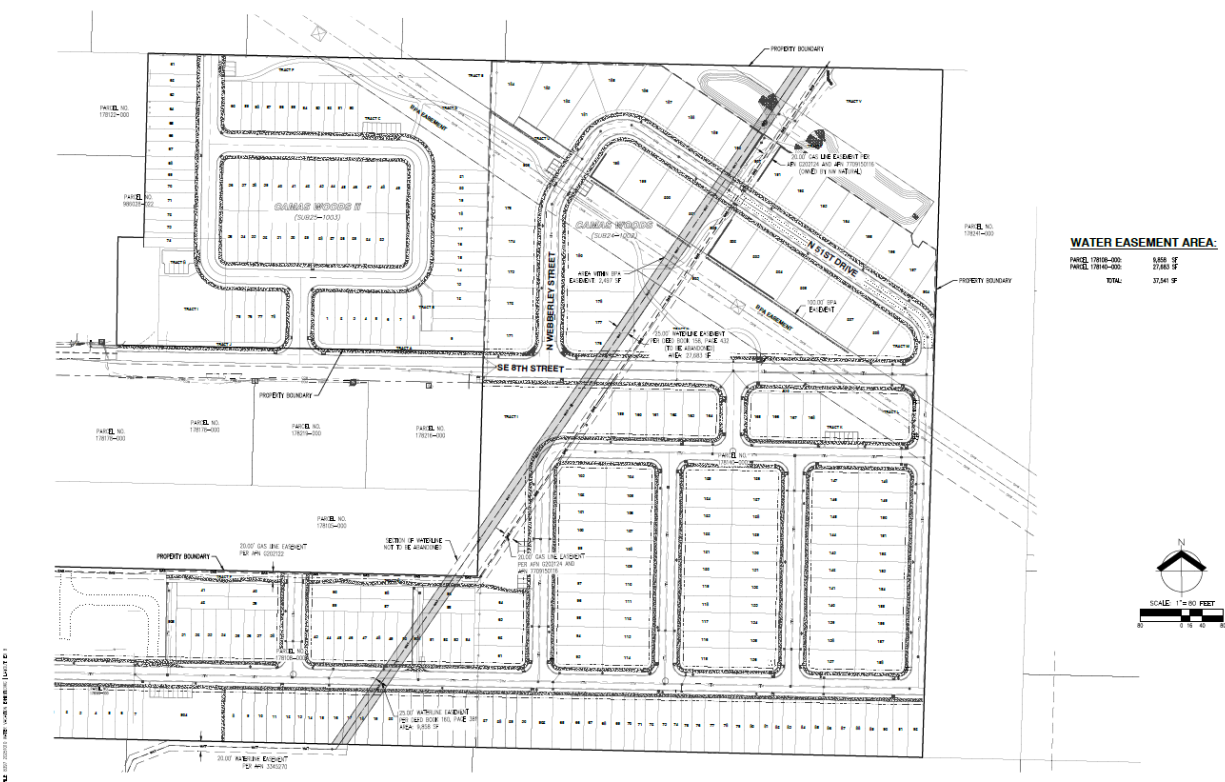
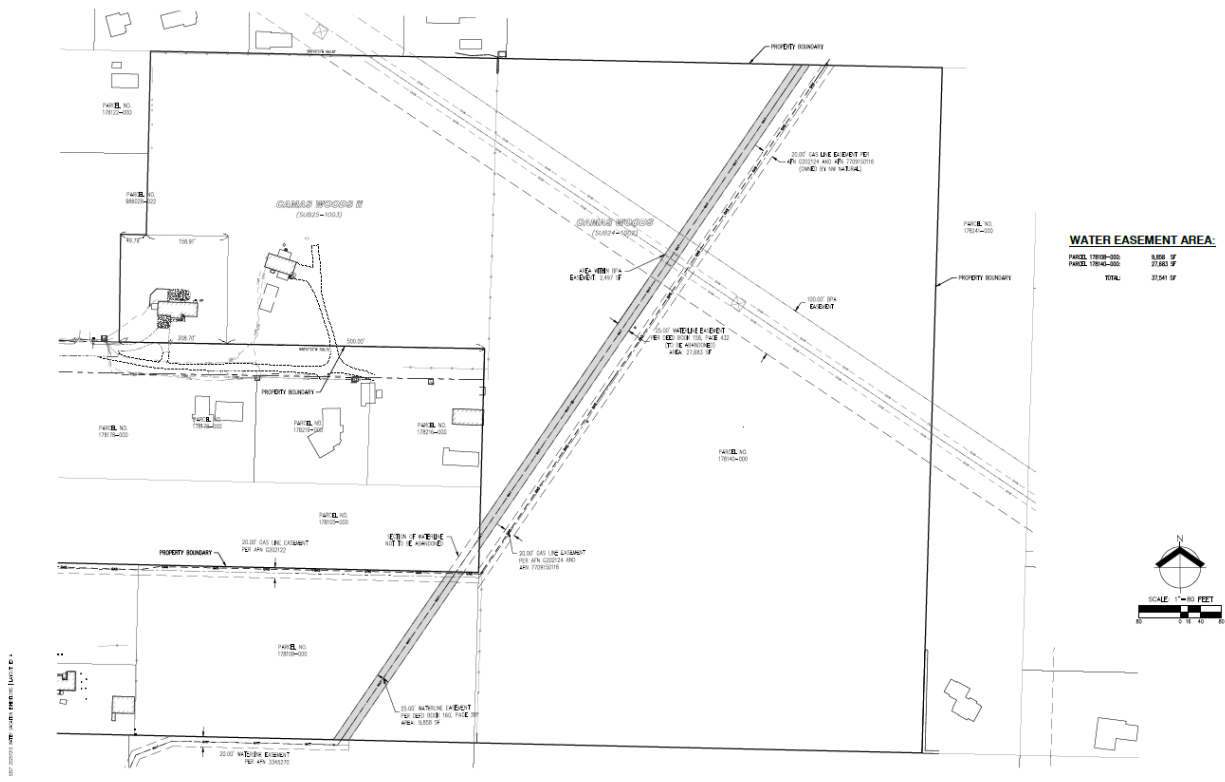
Narrow Small Detached & Standard Detached Lot Values: The subject’s Narrow Small Detached Lots and Standard Detached Lots are somewhat similar with the primary difference being the narrower width of the “Narrow Small Detached Lots”. Comparable 2 (\$34,591/lot) brackets the low end of value for these lots with a mix of detached and townhome lots. The most applicable comparables for these lot types are Comparables 6 (\$47,417/lot) and 7 (\$55,118/lot). Comparable 6 will have lower development costs, supporting a value just below this sale for the subject’s Narrow Small Detached Lots, with a value conclusion of **\$45,000/lot**. The subject’s Standard Detached Lots support a value between the two sales at the upper end of the range of **\$50,000/lot**.

The land value per proposed lot, on a fully served basis, for each lot type are summarized below. It is noted that these values do not reflect an adjustment for the subject’s extraordinary off-site costs.

Per Lot Land Values Based on Lot Type	
Component	Land Value Per Lot
Attached Townhome Lots	\$32,000
Narrow, Small, Detached Lots	\$45,000
Standard Detached Lots	\$50,000

Easement Description

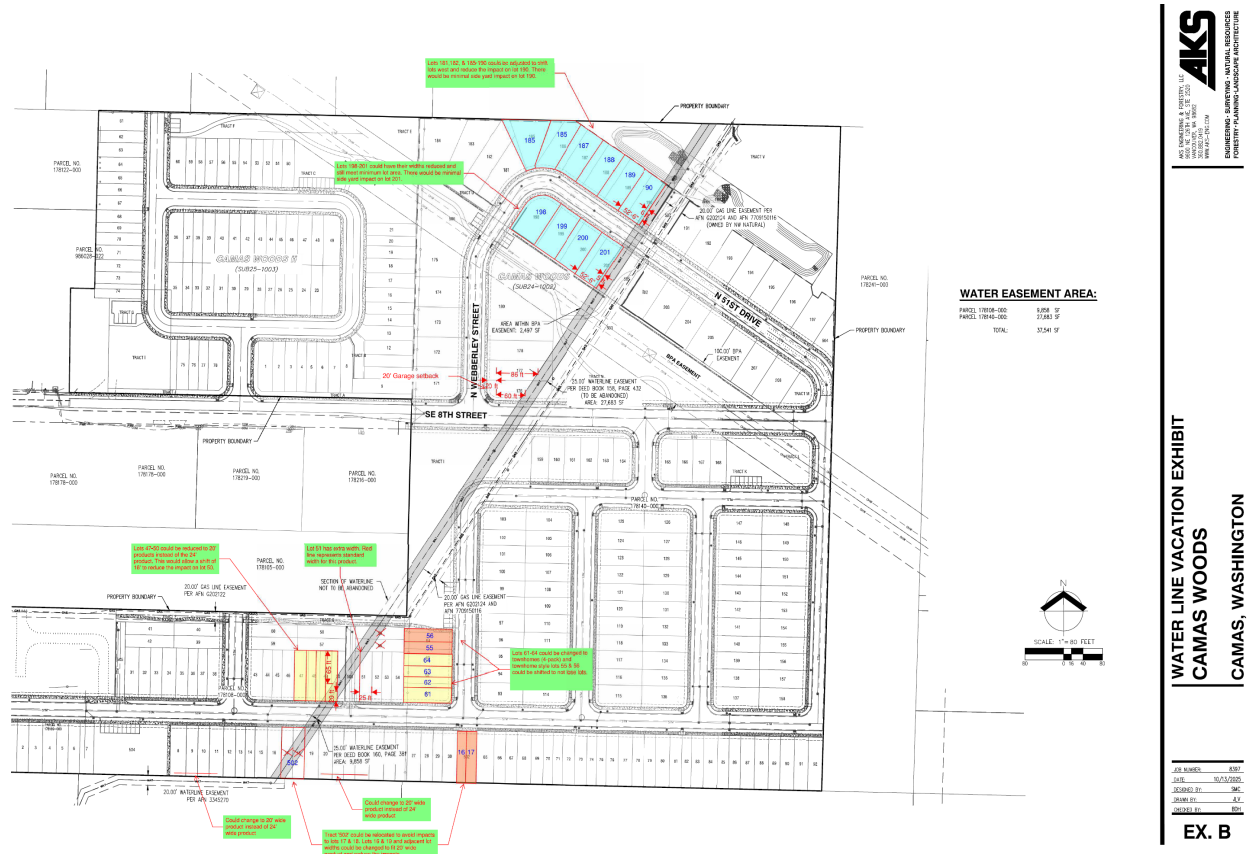
The waterline easement proposed to be vacated/relinquished is 25-foot side and runs diagonally across the subject property. The easement encumbers a total of 37,541 SF or 0.86 acres. While there is an existing older steel waterline within the easement area, the existing water main and easement are no longer needed by the City as a new water transmission mainline was reportedly installed in an alternative location. The two maps below show the existing easement.



Diminution in Value Analysis

The proposed development was designed assuming the existing waterline easement will be vacated. Therefore, the appraiser has also relied on information from engineer Bryce Hanson, PE, LSIT, Certified Arborist with AKS Engineering & Forestry, LLC who considered alternative redesigns of some portions of the site if the easement is not vacated. The resulting impact on the number and utility of future residential lots establishes the value impact from the existing waterline easement and mirrors market behavior and reflects the analysis a developer/buyer would consider in a purchase decision.

The exhibit below show the analysis completed by the engineer. This exhibit is also attached to the appraisal allowing a more detailed view.



In summary, by slightly shifting some lots, and some small adjustments to lot dimensions, no lots are lost as a result of the waterline easement. However, even with the reconfiguration described above, the existing waterline easement would encumber 12 lots. These 12 lots and their “lot type” are summarized in the table below.

Lot No.	Proposed Lot Type	Lot Size (SF)
16	Attached TH	2,967
17	Attached TH	2,458
18	Attached TH	2,461
19	Attached TH	2,977
50	Attached TH	2,900
51	Attached TH	3,500
55	Attached TH	2,500
56	Attached TH	2,500
176	Narrow Small Detached	5,294
177	Narrow Small Detached	5,400
190	Standard Detached	5,250
201	Standard Detached	6,000

For each of the impacted lots, the City’s easement interest was valued using a partial diminution in land value approach. This methodology measures the reduction in market value attributable solely to the presence of the waterline easement, where the easement results in partial functional limitations/reduced utility but does not cause a total loss of use.

Market-supported land values on a price per proposed lot basis were established on an as-if fully served basis for each proposed lot product type (see previous land value analysis). An extraordinary off-site cost allocation was deducted from these values to reflect normalized as-is market conditions because the subject project will incur substantial off-site utility and traffic improvements to be considered fully served.

Severity weighting factors ranging from 0.05 (light impact) to 0.40 (moderate impact) were applied on a lot-by-lot basis, reflecting the degree of encroachment, product sensitivity, and available design mitigation. While these categories are somewhat subjective, they are based on the actual impact to each lot and reflect a reasonable indicator of the impact on value.

The primary concern of a developer/builder is the ability to build on a lot. While, with some design mitigation, there is no loss in the potential number of lots, market participants also give consideration the utility and appeal of each lot in a development which is reflected in the analysis below. The first table summarizes each lot, the concluded impact and the reason for the conclusion of the impact to each of the impacted potential lots.

Lot No.	Proposed Lot Type	Severity Category (Weight)	Net Impact (Reason) for Severity Rating	Design Flexibility & Mitigation Considerations
16	Attached TH	Light (0.05)	Minor rear yard encroachment	Retains buildability, minor rear yard encroachment
17	Attached TH	Light (0.05)	Light-product type sensitivity	Light Slight Design Modification-Tract 502 could relocated in place of lots 17 & 18
18	Attached TH	Light (0.05)	Light-product type sensitivity	Light Slight Design Modification-Tract 502 could relocated in place of lots 17 & 18
19	Attached TH	Light (0.05)	Minor front yard encroachment	Retains buildability, minor front yard encroachment
50	Attached TH	Light-Moderate (0.20)	Light-Moderate front/footprint impacts	Design mod to change 47-50 from 24 ft product to 20, reducing impact on lot 50
51	Attached TH	Light (0.05)	Light-Minor back yard encroachment	Retains buildability, wider lot, minor rear yard encroachment
55	Attached TH	Moderate (0.40)	Moderate-product type sensitivity	Design Modification (No net loss of lots), revise lots 61-64 to 2 det & 4 att units
56	Attached TH	Moderate (0.40)	Moderate-product type sensitivity	Design Modification (No net loss of lots), revise lots 61-64 to 2 det & 4 att units
176	Narrow Small Detached	Moderate (0.40)	Moderate-footprint reduction	Deep lot mitigates impact; easement reduces building footprint and limits design flexibility
177	Narrow Small Detached	Light (0.05)	Light rear yard impact	Deep lot partially mitigates impact; minor rear yard encroachment reduces usable yard area.
190	Standard Detached	Light-Moderate (0.20)	Light-Moderate width impact	Could adjust 181, 182 & 185 & shift 186-190 westerly (moderate impact on lot width)
201	Standard Detached	Light (0.05)	Reduced side yard by a few feet, still buildable	Shift/narrow up lots 198-201 to 52.5', with 5 ft or less impact on building area

Lot No.	Proposed Lot Type	Lot Size (SF)	Land Value As-If Fully Served (No Easement)	Less Extraordinary Off-Site Cost Allocation/Unit	Normalized As-Is Market Value (Non-Easement Adjusted)	Severity Category (Weight)	Easement Diminution in Value
16	Attached TH	2,967	\$32,000	\$16,800	\$15,200	Light (0.05)	\$760
17	Attached TH	2,458	\$32,000	\$16,800	\$15,200	Light (0.05)	\$760
18	Attached TH	2,461	\$32,000	\$16,800	\$15,200	Light (0.05)	\$760
19	Attached TH	2,977	\$32,000	\$16,800	\$15,200	Light (0.05)	\$760
50	Attached TH	2,900	\$32,000	\$16,800	\$15,200	Light-Moderate (0.20)	\$3,040
51	Attached TH	3,500	\$32,000	\$16,800	\$15,200	Light (0.05)	\$760
55	Attached TH	2,500	\$32,000	\$16,800	\$15,200	Moderate (0.40)	\$6,080
56	Attached TH	2,500	\$32,000	\$16,800	\$15,200	Moderate (0.40)	\$6,080
176	Narrow Small Detached	5,294	\$45,000	\$16,800	\$28,200	Moderate (0.40)	\$11,280
177	Narrow Small Detached	5,400	\$45,000	\$16,800	\$28,200	Light (0.05)	\$1,410
190	Standard Detached	5,250	\$50,000	\$16,800	\$33,200	Light-Moderate (0.20)	\$6,640
201	Standard Detached	6,000	\$50,000	\$16,800	\$33,200	Light (0.05)	\$1,660
			\$446,000	\$201,600	\$244,400		\$39,990

The total value impact from the existing waterline easement is \$39,990, rounded to **\$40,000**. Based on the total value of the land, adjusted for applicable off-site costs, or \$244,400, this represents a loss in value of 16.4%. The \$40,000 value conclusion represents the incremental increase in the subject’s land value that is attributable to the removal of the existing waterline easement assuming no loss of lot count, no reduction in density, and continued buildability of all affected lots.

Valuation Summary	
Value Scenario	Value Conclusion
Market Value/Diminution in Value from Existing Easement	\$40,000

Proposed Developer Water System Improvements

The analysis above reflects the value impact of the subject’s existing waterline easement. In conjunction with the proposed easement vacation, the developer proposes to construct and dedicate new public water system improvements to the City of Camas during Phase 1. These improvements include removal of an obsolete steel waterline within the easement area at an estimated cost of \$16,764, and construction of new water system infrastructure at an estimated cost of \$1,373,017 for Phase 1. Contractor estimates for these improvements are retained in the appraiser’s file.

The proposed water system will serve the Camas Woods subdivision, allow for future extension to the east, provide system looping for redundancy, and improve water pressure and reliability for the subdivision and surrounding service areas. These improvements are not reflected in the concluded fair market value of the easement interest. Consideration of these improvements as an offset to just compensation is a policy determination that is beyond the scope of this appraisal assignment.

HSR CAPITAL CAMAS WOODS P2, LLC
Attn: Andy Swanson

January 26, 2026
Page 14

Item 14.

If you have questions regarding this appraisal, please contact me.

Sincerely,

APPRAISAL & CONSULTING GROUP, LLC



Matthew P. Call, MAI
Certified General Real Estate Appraiser
State of Washington License No. 1102167
Email: matthew.call@acgvaluation.com
Phone: 503.740.8729

MPC:ays

A250309

ASSUMPTIONS & LIMITING CONDITIONS


- ▶ Information presented in this report has been obtained from reliable sources, and it is assumed that the information is accurate.
- ▶ This analysis assumes that the information provided for this appraisal accurately reflect the current condition of the subject property.
- ▶ This report shall be used for its intended purpose only, and by the party to whom it is addressed. Possession of this report does not include the right of publication.
- ▶ The appraiser may not be required to give testimony or to appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.
- ▶ The statements of value and all conclusions shall apply as of the dates shown herein.
- ▶ There is no present or contemplated future interest in the property by the appraiser which is not specifically disclosed in this report.
- ▶ Without the written consent or approval of the author neither all, nor any part of, the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media. This applies particularly to value conclusions and to the identity of the appraiser and the company with which the appraiser is connected.
- ▶ This report must be used in its entirety. Reliance on any portion of the report independent of others, may lead the reader to erroneous conclusions regarding the property values. Unless approval is provided by the author no portion of the report stands alone.
- ▶ We assume no responsibility for matters legal in character, nor do we render any opinion as to title, which is assumed to be marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, under responsible ownership, and competent management.
- ▶ The appraisal has provided exhibits to assist the client(s)/intended user(s) to understand from a graphical standpoint some of the salient issues which impact the subject property. We have made no survey of the property and if further verification is required, a survey by a registered surveyor is advised.
- ▶ The appraiser assumes no responsibility for determining if the property requires environmental approval by the appropriate governing agencies, nor if it is in violation thereof, unless otherwise noted herein. This analysis assumes that no asbestos or other hazardous materials are stored or found in or on the subject property. If evidence of hazardous materials of any kind occurs, the reader should seek qualified professional assistance. If hazardous materials are discovered and if future market conditions indicate an impact on value and increased perceived risk, a revision of the concluded values may be necessary.
- ▶ The valuation stated herein assumes professional management and operation of the buildings throughout the lifetime of the improvements, with an adequate maintenance and repair program.
- ▶ The liability of Appraisal & Consulting Group LLC, its principals, agents, and employees is limited to the client. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way responsible for any costs incurred to discover or correct any deficiency in the property.
- ▶ The appraiser is not qualified to detect the presence of toxic or hazardous substances or materials which may influence or be associated with the property or any adjacent properties, has made no investigation or analysis as to the presence of such materials, and expressly disclaims any duty to note the degree of fault. Appraisal & Consulting Group LLC and its principals, agents, employees, shall not be liable for any costs, expenses, assessments, or penalties, or diminution in value, property damage, or personal injury (including death) resulting from or otherwise attributable to toxic or hazardous substances or materials, including without limitation hazardous waste, asbestos material, formaldehyde, or any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, solids or gasses, waste materials or other irritants, contaminants or pollutants.
- ▶ Unless otherwise noted herein, a detailed soils study was not provided for this analysis. The subject's soils and sub-soil conditions are assumed to be suitable based upon a visual inspection of the subject property and surrounding properties, which did not indicate evidence of excessive settling or unstable soils. No certification is made regarding the stability or suitability of the soil or sub-soil conditions.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- ▶ The statements of fact contained in this report are true and correct.
- ▶ The reported analyses, opinions, and conclusions of the signer are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- ▶ The signer of this report has no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- ▶ Matthew Call, MAI has performed no services, specifically as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- ▶ The signer is not biased with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ▶ The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ▶ The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ▶ The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics* and *Standards of Professional Appraisal Practice* of the Appraisal Institute, and the *Uniform Standards of Professional Appraisal Practice*, as set forth by the Appraisal Standards Board of the Appraisal Foundation.
- ▶ Matthew Call, MAI has made an in person inspection of the subject property but has not personally inspected the comparable sales.
- ▶ No one provided significant real property appraisal assistance to the appraisers signing the certification.

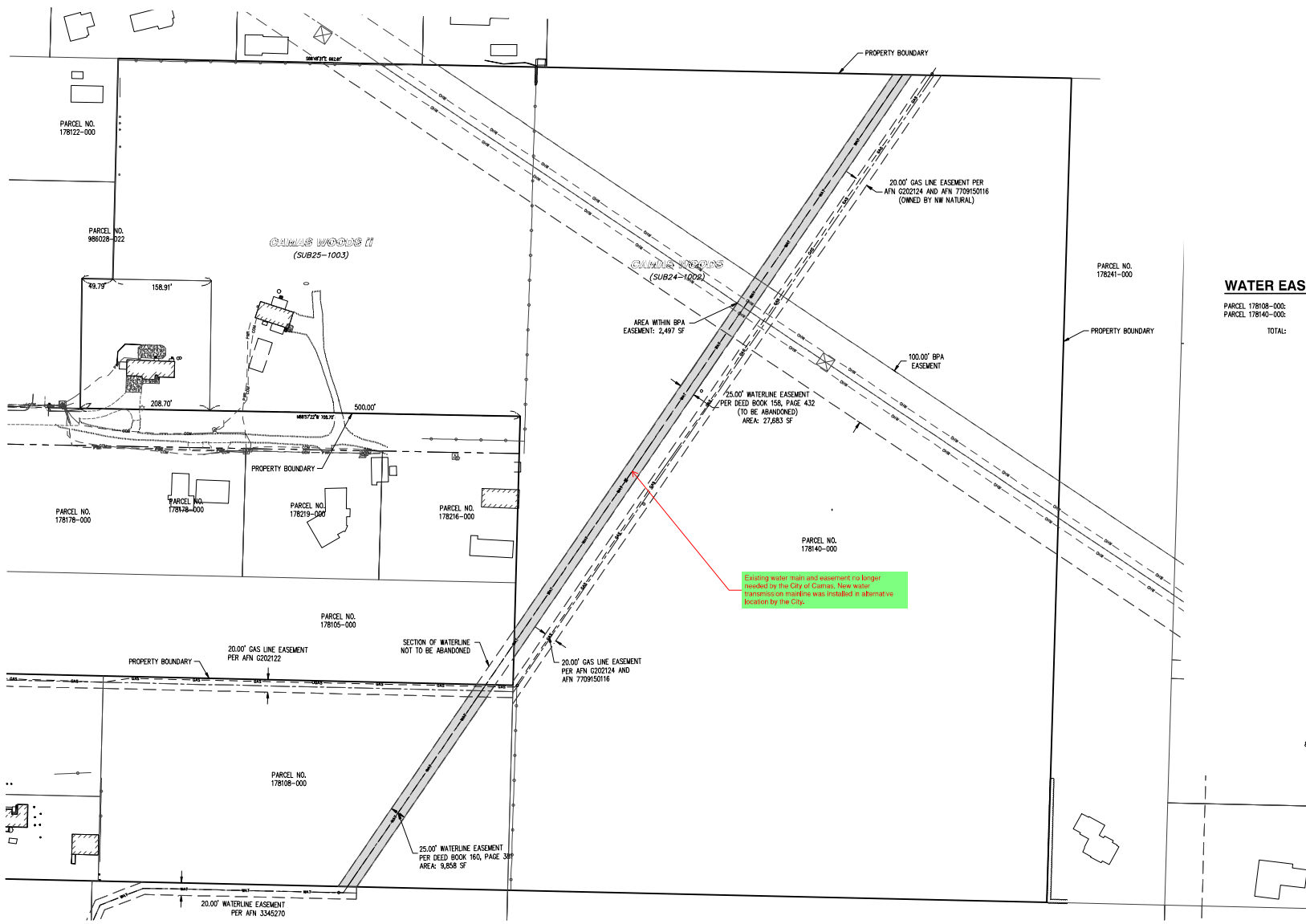
The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, Matthew Call, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.



Matthew Call, MAI
 Certified General Real Estate Appraiser
 State of Washington License No. 1102167

January 26, 2026

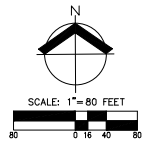
Date



WATER EASEMENT AREA:

PARCEL 178108-000:	9,858 SF
PARCEL 178140-000:	27,883 SF
TOTAL:	37,541 SF

Existing water main and easement no longer needed by the City of Camas. New water transmission mainline was installed in alternative location by the City.

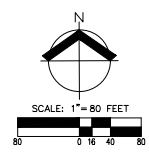
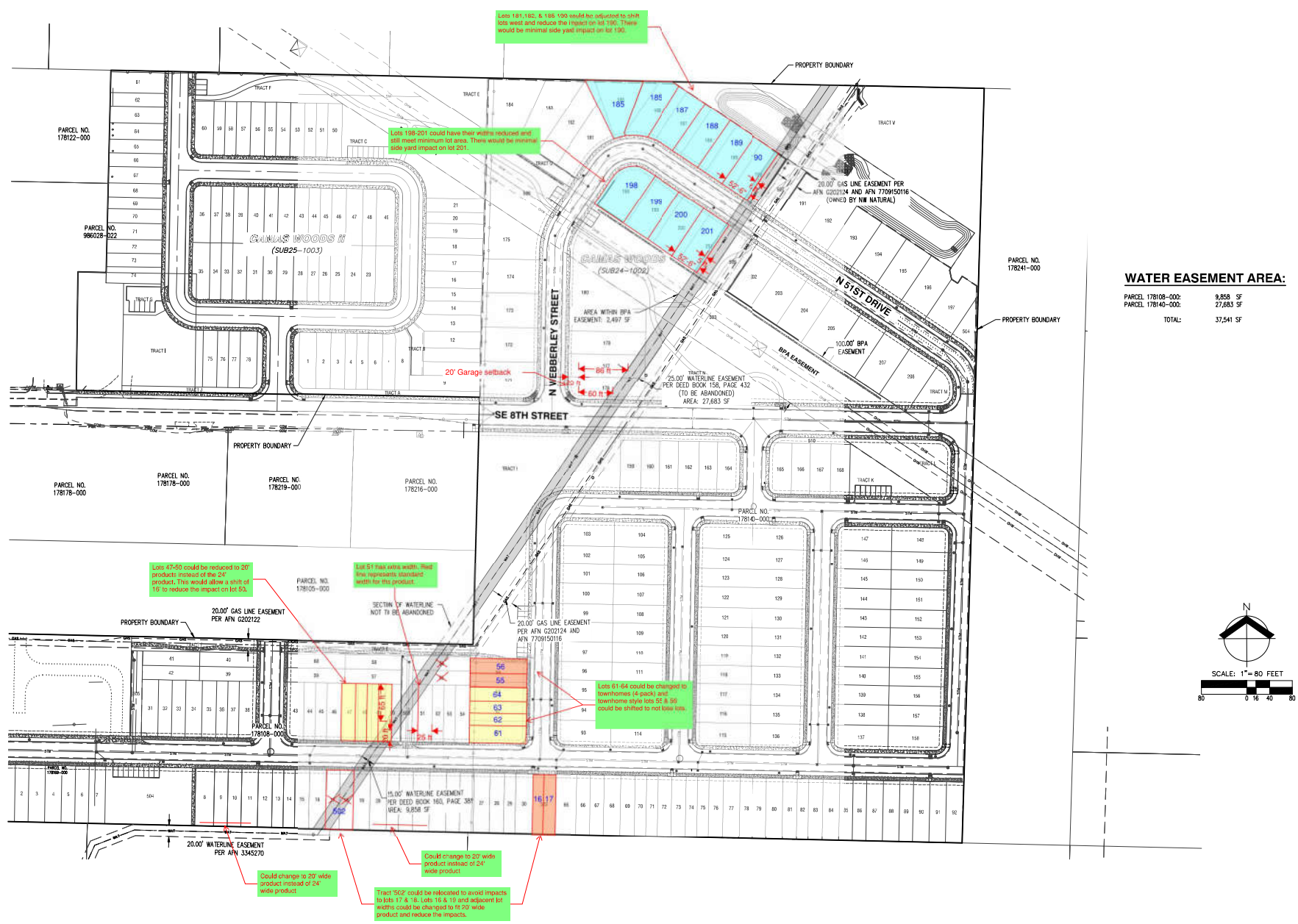


WATER LINE VACATION EXHIBIT
CAMAS WOODS
CAMAS, WASHINGTON

JOB NUMBER:	8397
DATE:	10/13/2025
DESIGNED BY:	SMC
DRAWN BY:	JLV
CHECKED BY:	BDH

EX. A

AKS DRAWING FILE: 8397 20250103 WATER VACATION EXHIBIT LAYOUT.dwg



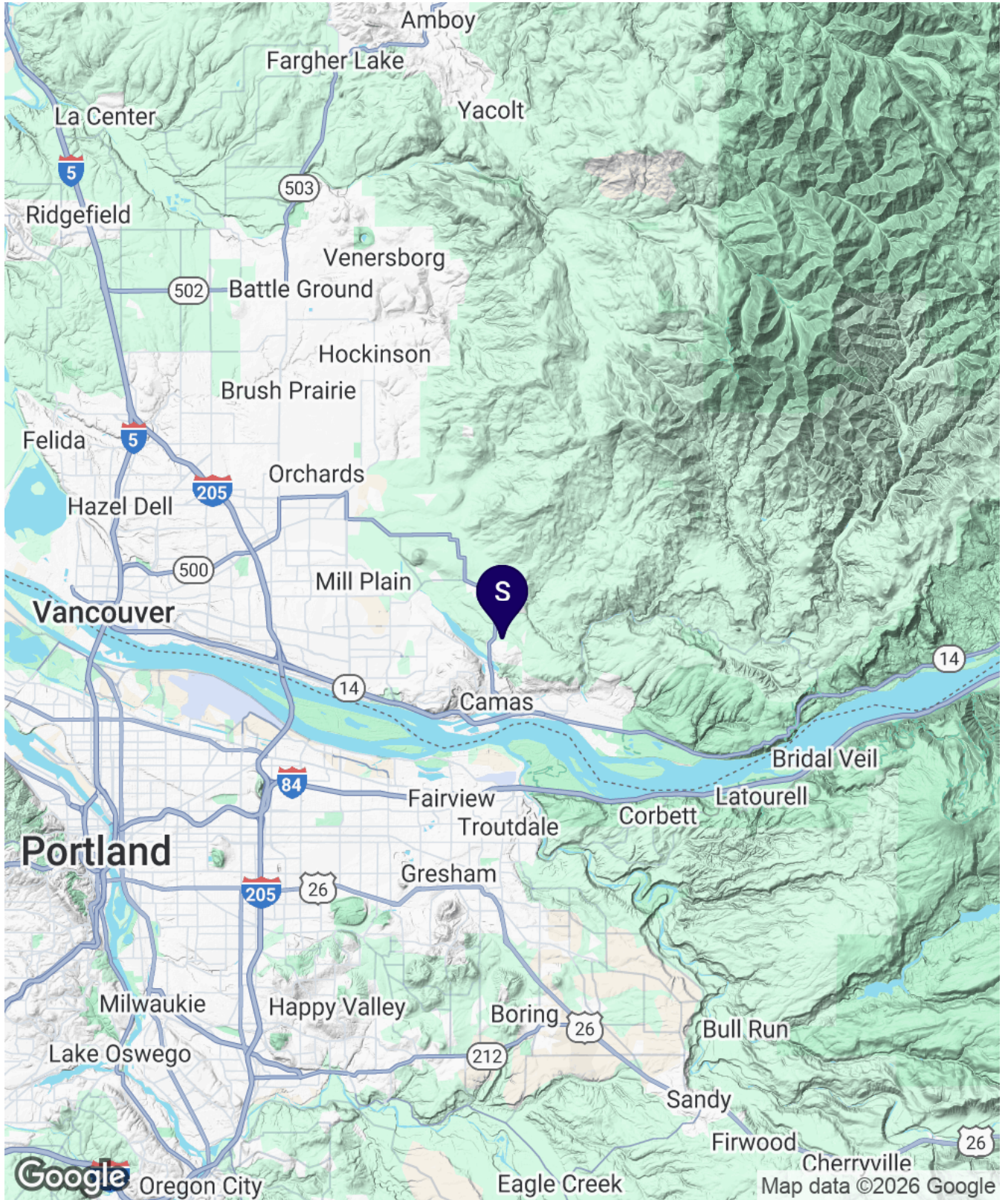
WATER LINE VACATION EXHIBIT
CAMAS WOODS
CAMAS, WASHINGTON

JOB NUMBER: 8397
 DATE: 10/15/2025
 DESIGNED BY: SMC
 DRAWN BY: J.V.
 CHECKED BY: BSH

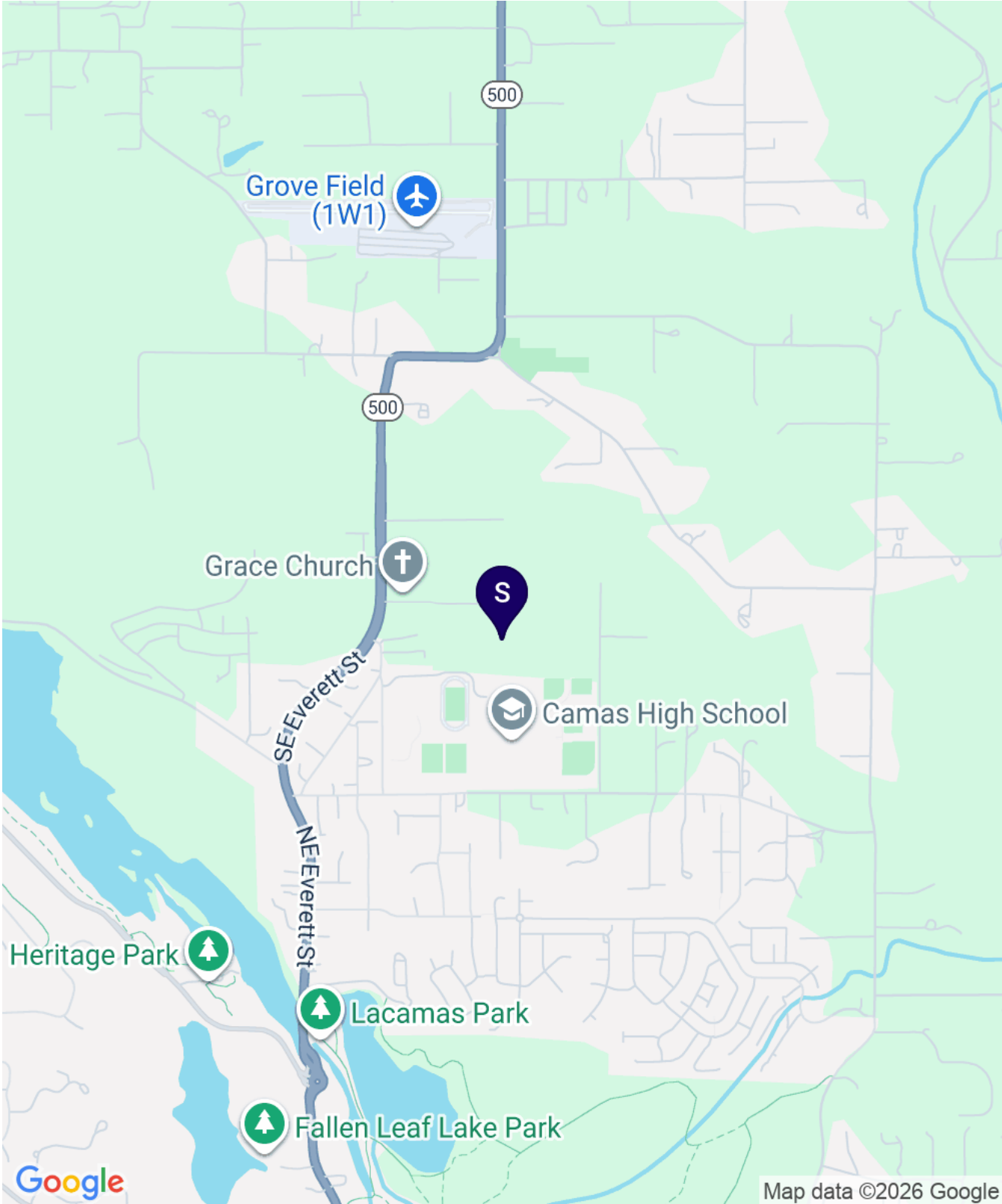
EX. B

AKS DRAWING FILE: S:\2025\05 WATER VACATION EXHIBITS\CAMAS LAYOUT 02.B

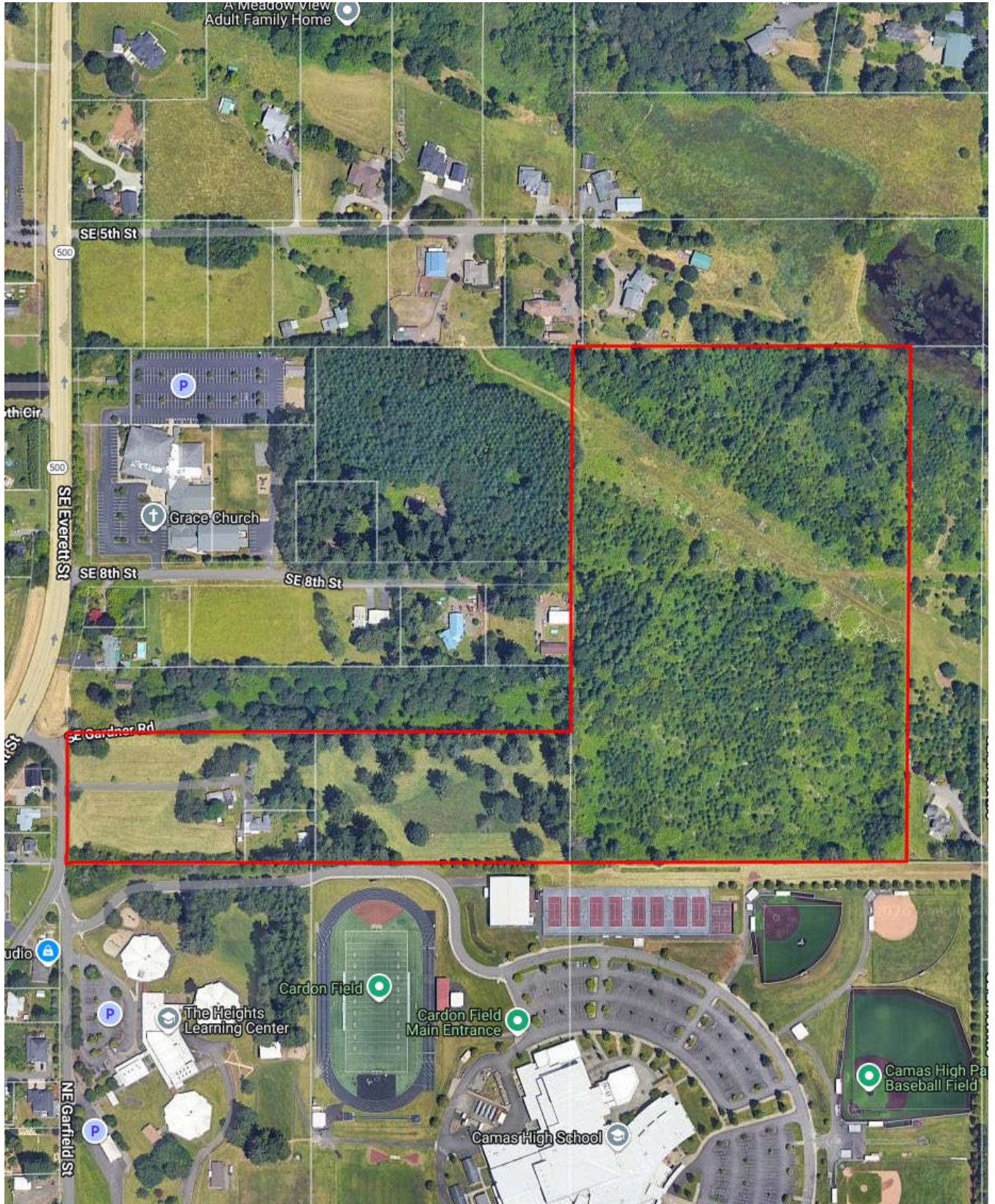
REGIONAL MAP



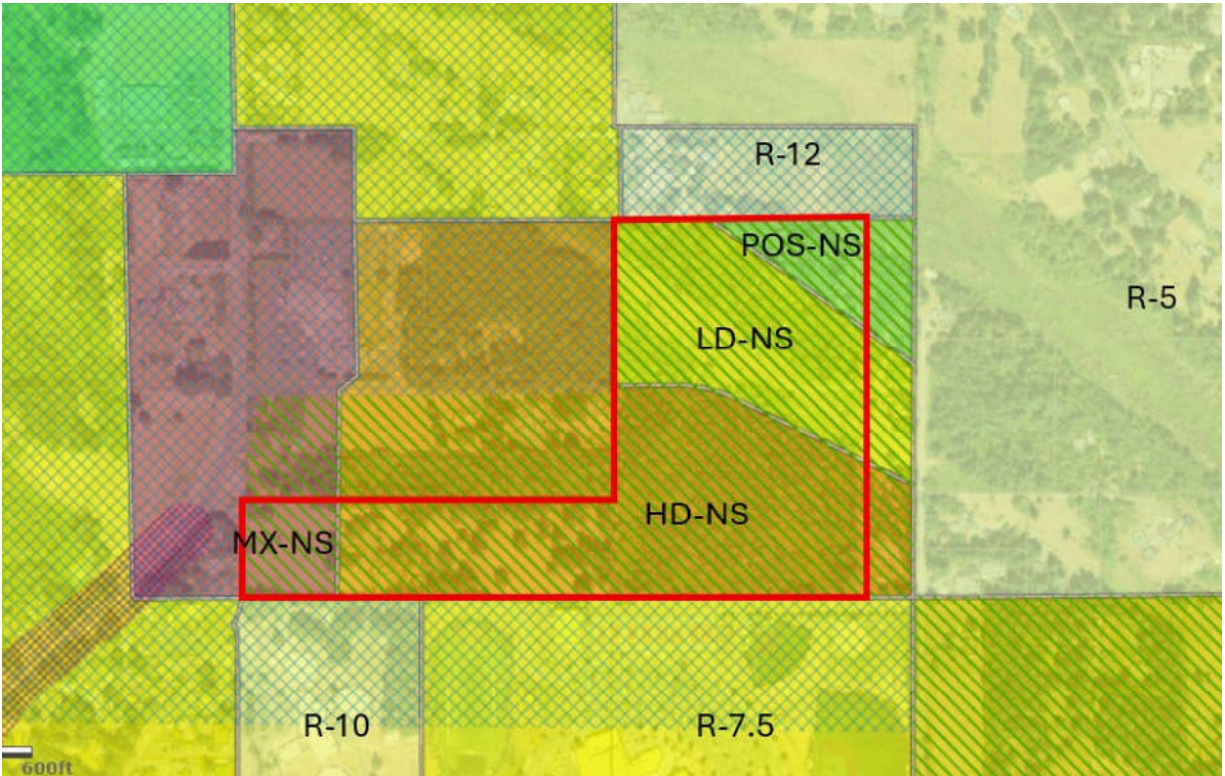
LOCAL AREA MAP



AERIAL MAP



ZONING MAP



Matthew P. Call, MAI



Appraisal & Consulting Group, LLC

After graduating from Gonzaga University in 1998, I was looking for something in the real estate field that would match my interests and skills. I was lucky enough to be put in touch with Don Palmer and began working at Palmer, Groth & Pietka in 1999. During my time at PGP I was able to learn from great mentors and eventually co-manage a group of appraisers in the office. My appraisal experience includes a wide range of property types with a focus on conservation/rural lands, including Yellow Book appraisals, and legal/estate work, litigation, and condemnation cases. I have experience on several multi-property condemnation assignments, in both urban and rural areas, including natural gas, power line, and light rail projects. I enjoy the challenge of unique appraisal assignments and pride myself on attention to detail and working with the client from the initial engagement to answering any questions after the delivery of the report. I obtained the MAI designation from the Appraisal Institute in 2011 and am committed to continue increasing my appraisal knowledge and focus on client service into the future.

EDUCATION AND QUALIFICATIONS

Bachelor of Arts in Business Administration, Gonzaga University, 1998

APPRAISAL INSTITUTE COURSES

Uniform Standards of Professional Appraisal Practice

Uniform Appraisal Standards for Federal Land Acquisitions

Valuation of Conservation Easements

Basic and Advanced Condemnation Appraisal

Business Practices & Ethics

Various other Appraisal Institute Courses and Seminars

EXPERIENCE

Appraisal & Consulting Group – Commercial Appraiser / 2013 – Present

Multnomah Appraisal Group – Partner, 2012

Valuation Services Director, Colliers International Valuation & Advisory Services (formerly Palmer, Groth & Pietka, Inc.), 1999 to 2011

ORGANIZATIONS

Greater Oregon Chapter of the Appraisal Institute (2024 Chapter Secretary)

La Salle Catholic College Prep Alumni Board (2004-2016)

PRESENTATIONS

The Seminar Group – 2012 – Eminent Domain: Current Development in Condemnation, Valuation & Challenges
– “Pipeline Easement Valuation”

The Seminar Group – 2011 – Eminent Domain: Current Development in Condemnation, Valuation & Challenges
– “Severance Damages and Cost to Cure”

The Seminar Group – 2010 – Eminent Domain: Current Development in Condemnation, Valuation & Challenges
– “Valuation of Easements”

STATE CERTIFICATIONS

Oregon, State Certified General Appraiser, License No. C000759

Washington, State Certified General Real Estate Appraiser, License No. 1102167




STATE OF WASHINGTON
DEPARTMENT OF LICENSING - BUSINESS AND PROFESSIONS DIVISION
THIS CERTIFIES THE PERSON OR BUSINESS NAMED BELOW IS AUTHORIZED AS A

WASHINGTON STATE DEPARTMENT OF LICENSING

CERTIFIED GENERAL REAL ESTATE APPRAISER

MATTHEW P CALL

1102167	03/27/2012	08/26/2027
License Number	Issue Date	Expiration Date



 Marcus J Glasper, Director

(R/4/23)

Appraiser Certification and Licensure Board
State Certified General Appraiser
28 hours of continuing education required

MATTHEW P CALL
APPRAISAL & CONSULTING GROUP, LLC
13306 NW CORNELL RD, STE 201
PORTLAND, OR 97229

License No.:	C000759	
Issue Date:	September 01, 2024	 _____ Chad Koch, Administrator
Expiration Date:	August 31, 2026	



Appraisal & Consulting Group, LLC

Appraisal & Consulting Group, LLC, was formed in June 2012 to serve the appraisal needs of lenders, government agencies, investors, and property owners throughout the Pacific Northwest. With offices in Portland, Oregon, and Vancouver, Washington, our experienced appraisal team is:

“Ready, willing and able to serve you in a professional and timely manner.”

Don Palmer, David Groth, and David Pietka, each with 45+ years of experience, have brought together a group of highly experienced appraisers who will take full responsibility for inspections, gathering of information, analysis, and report preparation. Reports are prepared by experienced appraisers and all reports are reviewed for quality and accuracy by an MAI. The members have extensive appraising and real estate consulting experience in Oregon and Washington and average 24 years in the business. With fourteen members, our combined appraisal experience is over 353 years. Our appraisal experience covers all urban property types from single family to large multiple family complexes and from small retail properties to large motels, hotels, retail complexes, office buildings, and special purpose properties. In addition, we have appraisers specializing in rural and resource properties and commercial properties on the Oregon and Washington coast.

We look forward to serving you on a regular basis.

PORTLAND

13306 NW Cornell Road, Suite 201
Portland, OR 97229

VANCOUVER

112 W 11th Street, Suite 250
Vancouver, WA 98660

971.277.6368 fax

www.acgvaluation.com



AKS ENGINEERING & FORESTRY
9600 NE 126th Avenue, Suite 2520, Vancouver, WA 98682
P: (360) 882-0419 F: (360) 882-0426

AKS Job #8397

OFFICES IN: BEND, OR | KEIZER, OR | THE DALLES, OR | TUALATIN, OR | VANCOUVER, WA | WHITE SALMON, WA

EXHIBIT __
LEGAL DESCRIPTION
WATER EASEMENT TERMINATION

Located in the Northeast Quarter of Section 35, Township 2 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington, described as follows:

COMMENCING at the southeast corner of the Northeast Quarter of Section 35;

thence along the south line of said Northeast Quarter North 88°42'17" West 1318.71 feet to the southwest corner of Auditor's File Number 6148731;

thence along the west line of said tract North 01°31'20" East 374.56 feet to the most southerly corner of the water pipeline easement per Book 158 at Page 432 (1/28/1924) and the **POINT OF BEGINNING**;

thence continuing along said west line North 01°31'20" East 46.02 feet;

thence along the northwest line of said easement North 34°25'46" East 299.11 feet;

thence continuing along the northwest line of said easement North 34°18'32" East 782.26 feet to the north line of said Auditor's File Number 6148731;

thence along said north line South 88°48'31" East 29.85 feet;

thence along the southeast line of said easement South 34°18'32" West 798.60 feet;

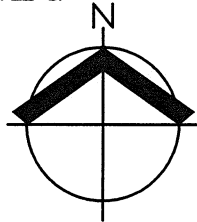
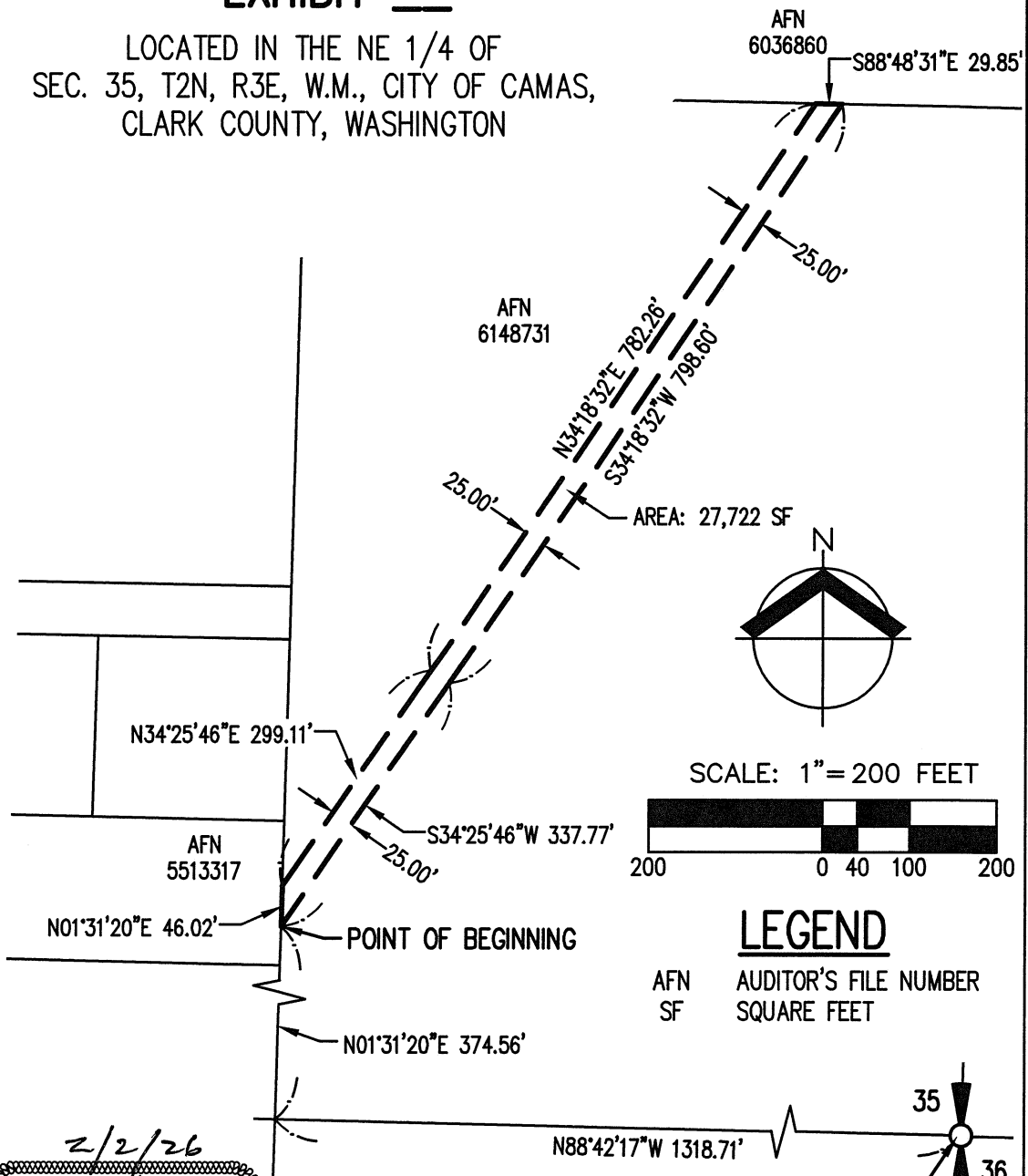
thence continuing along the southeast line of said easement South 34°25'46" West 337.77 feet to the **POINT OF BEGINNING**.

Contains approximately 27,722 square feet.

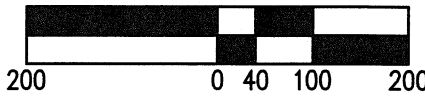


EXHIBIT

LOCATED IN THE NE 1/4 OF
SEC. 35, T2N, R3E, W.M., CITY OF CAMAS,
CLARK COUNTY, WASHINGTON

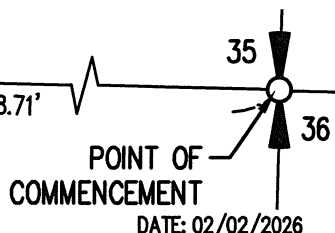


SCALE: 1" = 200 FEET

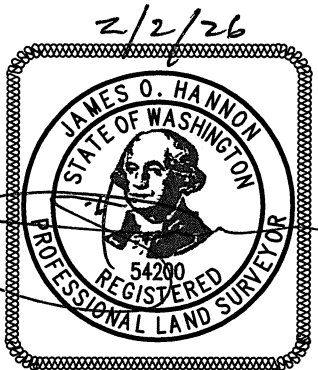


LEGEND

AFN AUDITOR'S FILE NUMBER
SF SQUARE FEET



DATE: 02/02/2026



WATER EASEMENT TERMINATION			
DRAWN BY: CJC	CHECKED BY: JOH	DWG: 8397 WAT TERMINATE	JOB: 8397
AKS ENGINEERING & FORESTRY, LLC 9600 NE 126TH AVE, SUITE 2520 VANCOUVER, WA 98682 360.882.0419 WWW.AKS-ENG.COM			





AKS ENGINEERING & FORESTRY
9600 NE 126th Avenue, Suite 2520, Vancouver, WA 98682
P: (360) 882-0419 F: (360) 882-0426

AKS Job #8397

OFFICES IN: BEND, OR | KEIZER, OR | THE DALLES, OR | TUALATIN, OR | VANCOUVER, WA | WHITE SALMON, WA

EXHIBIT __
LEGAL DESCRIPTION
WATER EASEMENT TERMINATION

Located in the Northeast Quarter of Section 35, Township 2 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington, described as follows:

COMMENCING at the southeast corner of the Northeast Quarter of Section 35;

thence along the south line of said Northeast Quarter North 88°42'17" West 1561.72 feet to the southeast corner of the water pipeline easement per Book 160 at Page 381 (5/15/1924) and the **POINT OF BEGINNING**;

thence continuing along said south line North 88°42'17" West 29.85 feet to the southwest corner of said easement;

thence along the northwest line of said easement North 34°25'46" East 394.31 feet to the north line of Auditor's File Number 6205801;

thence along said north line South 88°42'17" East 29.85 feet to the southeast line of said easement;

thence along said southeast line South 34°25'46" West 394.31 feet to the **POINT OF BEGINNING**.

Contains approximately 9,858 square feet.

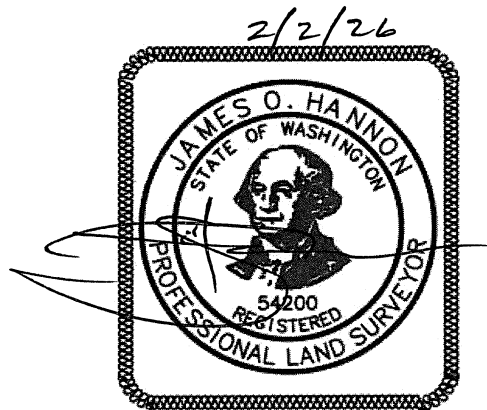
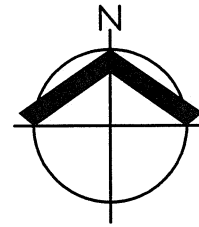
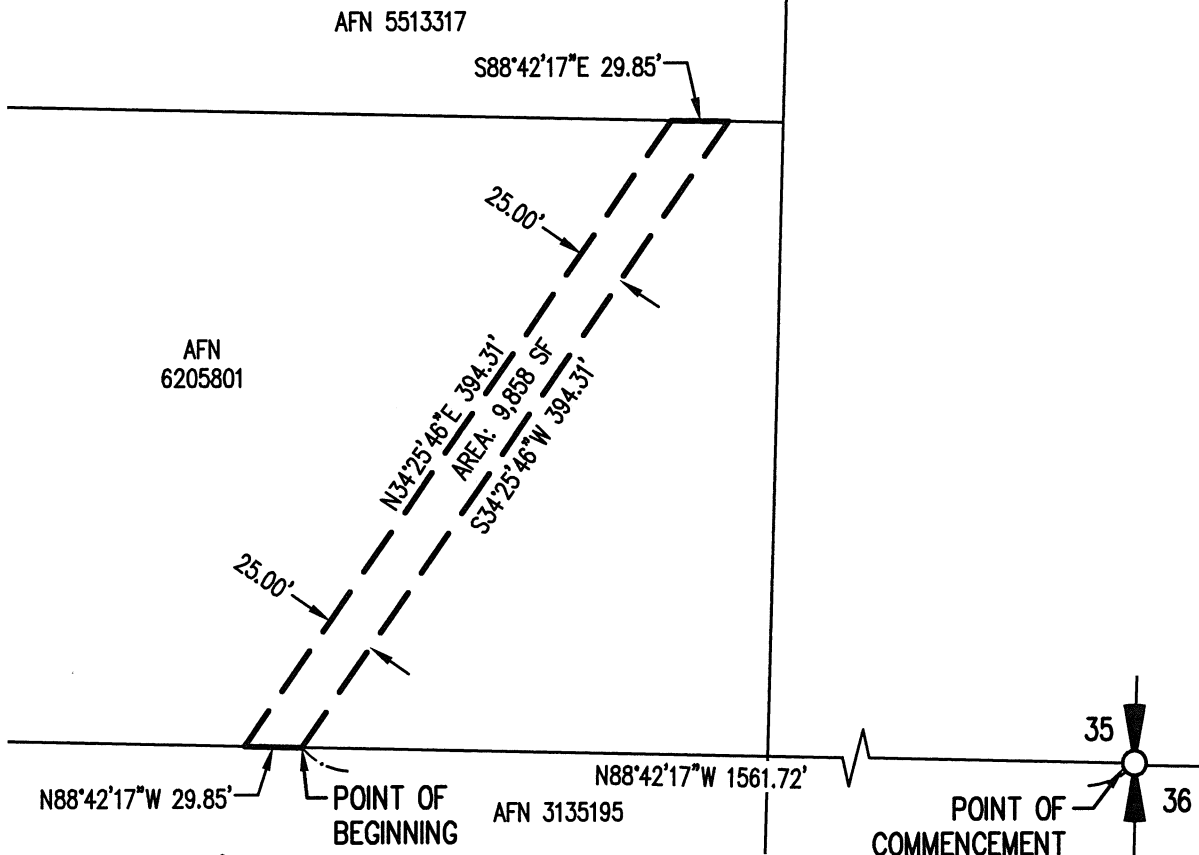
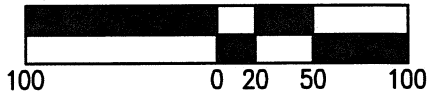


EXHIBIT ___

LOCATED IN THE NE 1/4 OF SEC. 35, T2N,
R3E, W.M., CITY OF CAMAS,
CLARK COUNTY, WASHINGTON



SCALE: 1" = 100 FEET



AFN
6205801

AFN 5513317

S88°42'17"E 29.85'

25.00'

25.00'

N34°25'46"E 394.31'
AREA: 9,858 SF
S34°25'46"W 394.31'

N88°42'17"W 29.85'

POINT OF BEGINNING

AFN 3135195

N88°42'17"W 1561.72'

POINT OF COMMENCEMENT

35

36

2/2/26



LEGEND

AFN AUDITOR'S FILE NUMBER
SF SQUARE FEET

DATE: 02/02/2026

WATER EASEMENT TERMINATION

DRAWN BY: CJC | CHECKED BY: JOH | DWG: 8397 WAT TERMINATE | JOB: 8397

AKS ENGINEERING & FORESTRY, LLC
9600 NE 126TH AVE, SUITE 2520
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