



City Council Workshop Agenda Monday, December 04, 2023, 4:30 PM Council Chambers, 616 NE 4th AVE

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

To observe the meeting (no public comment ability)

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

To participate in the meeting (able to public comment)

- go to <https://us06web.zoom.us/j/83054648980> (public comments may be submitted to publiccomments@cityofcamas.us)

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

WORKSHOP TOPICS

1. [Crown Park and S. Lacamas Creek Trailhead Improvement Projects – Equipment Purchase](#)
[Presenter: Trang K. Lam, Parks & Recreation Director](#)
[Time Estimate: 10 minutes](#)
2. [Commute Trip Reduction Interlocal Agreement Renewal](#)
[Presenter: James Carothers, Engineering Manager](#)
[Time Estimate: 5 minutes](#)
3. [City Facilities HVAC, Electrical and Plumbing Professional Services Agreement](#)
[Presenter: James Carothers, Engineering Manager](#)
[Time Estimate: 5 minutes](#)
4. [Public Right-of-Way Vacation Request for 1804 NW Edgehill Drive](#)
[Presenter: Rob Charles, Utilities Manager](#)
[Time Estimate: 10 minutes](#)
5. [2024 Clark County Transportation Alliance Policy Statement](#)
[Presenter: Steve Wall, Public Works Director](#)
[Time Estimate: 10 minutes](#)

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

COUNCIL COMMENTS AND REPORTS

PUBLIC COMMENTS

CLOSE OF MEETING



Staff Report

December 4, 2023 Council Workshop Meeting

Crown Park and S. Lacamas Creek Trailhead Improvement Projects – Equipment Purchase

Presenter: Trang K. Lam, Parks & Recreation Director

Time Estimate: 10 minutes

| Phone | Email |
|--------------|---------------------|
| 360.817.7037 | tlam@cityofcamas.us |

BACKGROUND:

CROWN PARK IMPROVEMENT PROJECT

Crown Park, located at 120 NE 17th Avenue, is a 7.3 acre park donated to the City of Camas (City) in 1934 by Crown Willamette paper Company. The park is comprised of mature fir trees, a picnic shelter, two play areas with equipment, a wall ball court, two tennis courts, horseshoe pit, and Scout Hall. Considered by many as the "Crown Jewel" of our entire parks system, the park hosts many of the City's events, such as the annual Camas Egg Scramble, summer concerts and movies, and the CamTown Youth Festival. But at the core, this is a family gathering spot for birthdays, reunions, picnics, and play for all.

Many of the park amenities and infrastructure have been added over the years. Several have been refurbished in the past three decades including the picnic shelter, tennis courts and wall ball court, while other elements are aging or have aged out of their useful life.

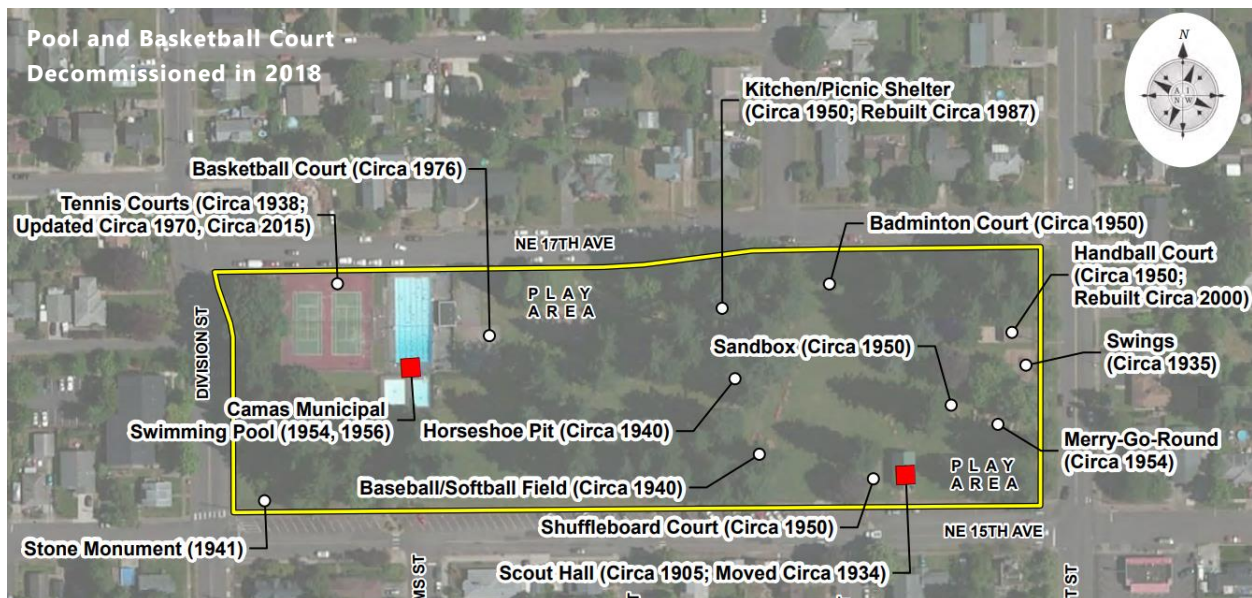


Figure 1- Crown Park inventory of existing amenities and estimated year of installation

In 2018, City Council adopted the Crown Park Master Plan (Master Plan) which serves as a vision of the park for current and next generations of users. Over a 13-month design process, Crown Park Public Advisory Committee provided feedback and direction to the project. A Technical Advisory Committee and the Parks and Recreation Commission (Commission) were both involved every step of the way along with an extensive public engagement process. The Commission reviewed the final Master Plan report Oct. 24, 2018; and Nov. 5, 2018, Council adopted the Master Plan which includes the following park features:

- Interactive water feature
- Inclusive playground
- Permanent restrooms
- Outdoor amphitheater (gathering space)
- Sport court (pickle ball and basketball)
- New ADA accessible pathways and sidewalks
- Access improvements to Scout Hall
- Flexible lawn space
- New site furnishings
- Upgraded irrigation system
- Stormwater management gardens and updated plantings



Figure 2: Park location map

Exhibit A, *"A Brief History of Crown Park Improvement Project"*, outlines the last 8 years and the next steps of this project –

- starting in 2016 when the design team was hired,
- 2017 with the closing of the municipal pool by Clark County Public Health then decommissioning of the pool,
- 2018 Council's adoption of the Crown Park Master Plan (Master Plan),
- 2019-20 when the project was on-hold, and
- 2021 when Council had a "Project Refresh" and moved the Master Plan into 30% design.

Since Project Refresh, the City has had [14 public meetings](#), an [open house](#), [two community surveys](#), and [playground theme survey](#) in partnership with Camas School District elementary and middle school students. Exhibit A also outlines the award of a \$500,000 construction grant from the State of Washington Recreation and Conservation Office (RCO), and the next steps to bring this project to the finish line, a grand opening in 2025.

S. LACAMAS CREEK TRAILHEAD IMPROVEMENT PROJECT

The South Lacamas Creek Trailhead (SLCT) is located on the north side of NE 3rd Avenue on the west side of Lacamas Creek near the intersection of E. First Avenue. The sight plan, land-use, and

environmental permitting for the project was completed in 2019 together with the Lacamas Creek Sewer Pump Station, which was constructed in 2020. The trailhead is located with a 1-mile radius of several recreational opportunities including Lacamas Regional Park, Crown Park, Louis Block Park, Camas Skate Park, Goot Park, and Fallen Leaf Lake Park. It also provides access to numerous trails systems including the Washougal River Greenway Trail, Mill Ditch Trail, Lacamas Regional Park trail system, and the Port of Camas Washougal Waterfront trail.

The existing trailhead is a gravel parking lot with no restroom or other amenities. Improvements that will be included in the SLCT improvements include a restroom facility, ADA facilities, sidewalks, signing, picnic table, bench, paved parking lot, landscaping, irrigation, and other related items. The need for restrooms and picnic areas were two items identified by the public in the 2022 Parks, Recreation and Open Space Plan (PROS Plan). Often, the lack of these facilities and ADA accessibility are limitations for many users and become barriers to recreational opportunities.

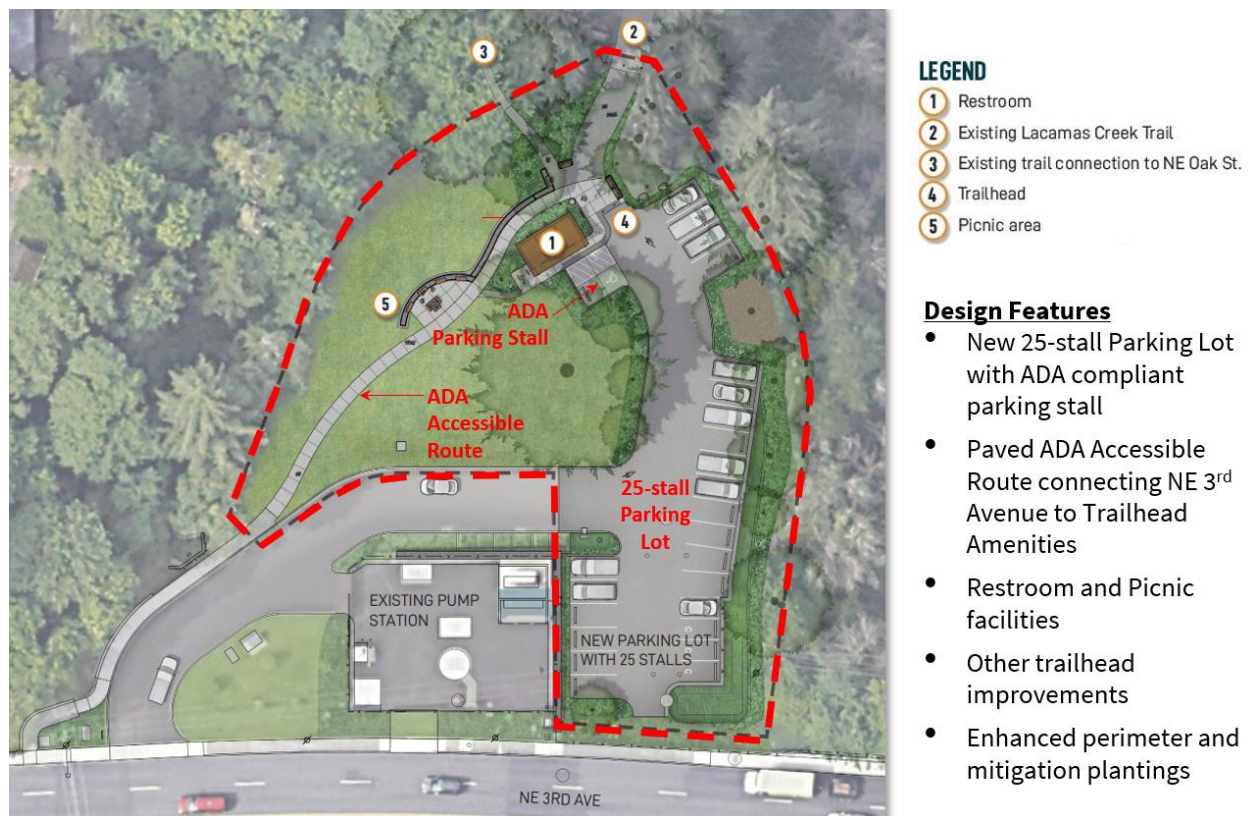


Figure 3: S. Lacamas Lake Trailhead project site plan

In 2023, the City was awarded a \$500,000 construction grant from RCO to implement this project.

SUMMARY: Crown Park project is in final design and permitting and will be ready for the bidding process in early 2024. The SLCT project has completed design and permitting and is ready for the bidding process now. Both projects were approved in the FY 2023-24 budget, and there is no funding from the general fund used for either project.

As presented at the Oct. 16, 2023, Council workshop, the Crown Park Improvement Project is on schedule, within scope and estimated to be within budget. As noted in that presentation, staff would provide implementation options along with the equipment purchase request. The following are the implementation options for Council consideration:

| OPTION 1 - Bid full Master Plan | OPTION 2 - Bid elements within RCO grant boundary | OPTION 3 – Do not bid project |
|--|---|---|
| This option complies with RCO grant requirement and allows the City to evaluate bids of the entire project with design alternate reduction options to reduce project cost as needed. | This option complies with RCO grant requirement and allows the City to evaluate bids of the scope elements within the RCO project boundary. This option will require an amendment to the design contract to update the plan set and it will have an impact on the project timeline. | This option would not construct the project. RCO grant funds would need to be returned. |

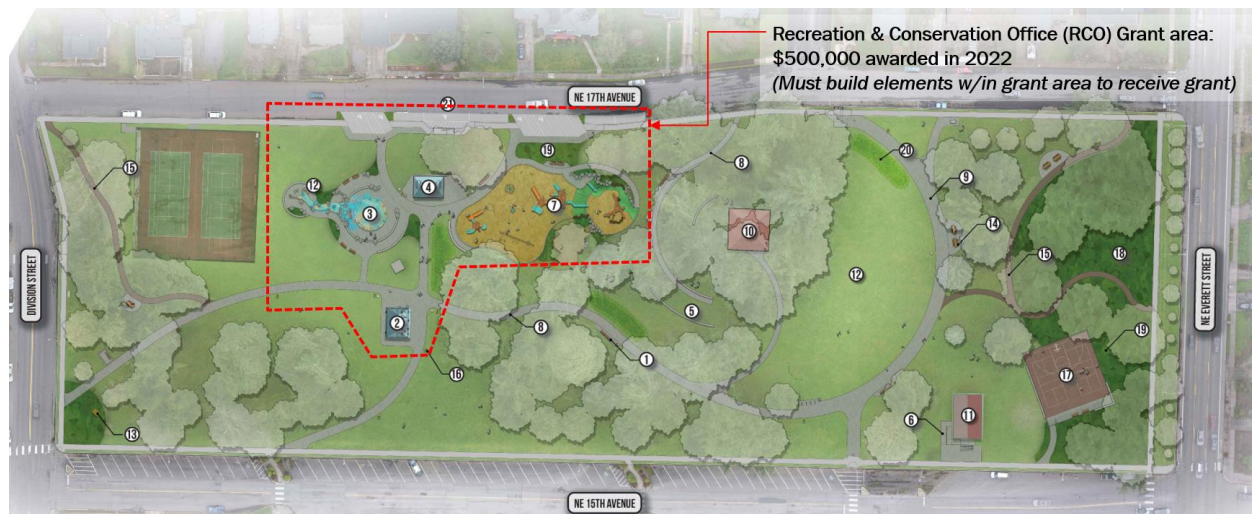


Figure 4: Crown Park Site Plan with RCO project boundary

The City has an opportunity to purchase and provide “owner furnished” equipment to contractors. There are several benefits to this advance purchase:

1. The City can piggyback on an existing Washington State contract with Sourcewell to sole source the equipment and receive a discount. The projects will receive a total discount of \$87,787 on equipment purchases through Sourcewell; a \$70,557 discount for Crown Park Project and a \$17,230 discount for the SLCT Project.
2. The bathrooms and playground equipment have a lead time for delivery of 6 – 12 months. This advanced purchase of the equipment will ensure the equipment is delivered within the project’s construction window.
3. Removing owner purchased items from the bidding process will eliminate contractor’s add-ons percentage for those items in the construction contract.

Please see Exhibit D for the full cost summary of the equipment purchases.

Equipment Purchase Cost Summary

| CROWN PARK* | | S. LACAMAS CREEK TRAILHEAD | |
|--|-------------------|---------------------------------------|-------------------|
| EQUIPMENT | COST | EQUIPMENT | COST |
| SOURCEWELL TOTAL | | SOURCEWELL TOTAL | |
| DISCOUNT: | \$ 70,557 | DISCOUNT: | \$ 17,230 |
| <u>Play Creation</u> | Playground | <u>Public Restroom Company</u> | Bathroom |
| <i>Sourcewell Contract Discount</i> | \$ 40,445 | <i>Sourcewell Contract Discount</i> | \$ 17,230 |
| TOTAL | \$ 533,295 | TOTAL | \$ 356,738 |
| <u>Public Restroom Company</u> | Bathroom | S. LACAMAS CREEK TRAILHEAD | |
| <i>Sourcewell Contract Discount</i> | \$ 30,112 | TOTAL | |
| TOTAL | \$ 623,448 | \$356,738 | |
| <u>Columbia Cascade Company</u> | Nature Play | | |
| TOTAL | \$ 36,559 | | |
| <u>Oregon Log Home Co.</u> | Log Furniture | | |
| TOTAL | \$ 15,750 | | |
| CROWN PARK TOTAL | | | |
| \$ 1,209,052 | | | |

*All equipment purchases requested for the Crown Park project is within the RCO grant area.

Staff is requesting the equipment purchase for the Crown Park and SLCT Projects. In addition, staff is also requesting direction on the approach for bidding the Crown Park Project.

BENEFITS TO THE COMMUNITY:

CROWN PARK IMPROVEMENT PROJECT

The park is located in a residential neighborhood on the north side of downtown Camas. Crown Park improvements will be the first of its kind in Camas, and the surrounding communities. Currently, there is no other interactive water feature within 14 miles of the site. The closest is located in downtown Vancouver; and the closest inclusive playground is within 13 miles of the site in Portland. This Master Plan implements the City's value of inclusive play for all through universal design of the playground and interactive water feature, which goes beyond the minimum level of accessibility. Universal design provides play opportunities and accessibility for all ages and abilities. Additionally, accessibility and play for all will include updates to park pathways, sidewalks, and street crossings to federal ADA standards. The park is at the heart of

the city, and within walking distance of the charming downtown commercial corridor (i.e. our main street), the Camas Public Library, an elementary school, a middle school and a high school. The rejuvenation of this park sustains commercial/retail vitality for our main street and adds to quality of life for residents and businesses. This is also the community's gathering space, our outdoor living room, our "Crown jewel." The new and upgraded amenities listed in this Project will provide accessibility and play opportunities for all ages and abilities - serving current Camas residents and fulfilling a vision for new generations of users.

According to Census tract data in the community surrounding Crown Park, this site is deficient in two of the five demographic and health categories identified in the Recreation & Conservation Office grant application:

1. Body mass index
2. Person of Color
3. Median Household Income
4. Mortality Rate
5. Disability

Compared to State averages in 2022, this area has a lower median household income and a higher mortality rate. Studies show that low-income communities are more frequently located in areas with limited access to quality parks and open spaces. They also frequently face significant health disparities which contributes to a much higher obesity and mortality rate. The improvements to this park add recreational opportunities for people of all ages and abilities to help improve the community's health and well-being.

This Project meets the following City adopted plans:

Camas 2035 Comprehensive Plan

Section 1.4.1 Citywide Land Use Goal - LU-1.4

- Ensure that park and recreation opportunities are distributed equitably throughout the City and work to achieve park and continuous trail corridors from Green Mountain to the Columbia River.

Section 5.7.2 Parks and Recreation Goal and Policies Parks and Recreation Goal

- Preserve and enhance the quality of life in Camas through the provision of parks, recreation programs, recreational facilities, trails, and open spaces.

2022 Parks, Recreation and Open Space (PROS) Plan

STEWARDSHIP OF LAND, PARKS & PROGRAMS:

Goal: Enhance parks and trails amenities.

- Action: Refresh existing legacy parks with new features to reflect current community desires, such as Crown Park.

PLAN FOR & FILL KNOWN SYSTEM GAPS:

Goal: Design new parks, trails & amenities with environment, safety & accessibility in mind.

- Action: Design and maintain parks and facilities to offer universal accessibility for residents of all physical abilities, skill levels and age; at a minimal in compliance with the Americans with Disabilities Act (ADA) Standards for Accessible Design

Goal: Enhance outdoor recreation opportunities.

- Action: Prioritize implementation of existing master plans with consideration for service gap delivery and available financial resources.
- Action: Add new unique park amenities to the system such as nature play area, a splash pad, a bike skills pump track, and all-inclusive playgrounds.

2022 Camas PROS Plan Capital Facilities Plan

Crown Park: Park development per site master plan (Listed as top priority project in the next 2-3 years)

S. LACAMAS CREEK TRAILHEAD IMPROVEMENT PROJECT

Local desire for recreational opportunities is identified in the 2022 PROS Plan. The community survey results show that “walking or running” and “fitness and exercise” scored highest by the community as a need. Trails are known to contribute to a healthier community by providing accessible outdoor recreation:

- A walkable community promotes public health, and the Surgeon General has issued a Call to Action to “step it up” and promote more walking and build a more walkable world.
- In addition, a more connected network of trails, connected with sidewalks, bike lanes, and links to public transit also provides economic value.
- Trails provide the infrastructure for the most popular and frequent outdoor recreation activity of older adults, which is walking.
- Recreational trails are real estate assets that enhance community connections and contribute to economic health.

We’ve seen these benefits for our communities even more so during and post pandemic. The trailhead provides connections to several nearby trail systems:

- To the south, the trailhead provides access to the Washougal Green Way Trail which connects to the Washougal Waterfront Park, each providing accessible trails with natural habitats, water access, and scenic views.
- To the North, the trailhead provides access into the 312-acre Lacamas Regional Park consists of a 12-mile network of scenic hiking and cycling trails, opportunities for boating and fishing, and views of natural habitats such as dense forests and spectacular waterfalls.

This project improves an existing trailhead gravel parking lot by installing a new dual ADA compliant restroom, paved parking, park amenities, and other features consistent with city trailhead standards. The project will allow for greater park and trail access opportunities for those with mobility impairments.

Camas 2035 Comprehensive Plan

Section 1.4.1 Citywide Land Use Goal - LU-1.4

- Ensure that park and recreation opportunities are distributed equitably throughout the City and work to achieve park and continuous trail corridors from Green Mountain to the Columbia River.

Section 5.7.2 Parks and Recreation Goal and Policies Parks and Recreation Goal

- Preserve and enhance the quality of life in Camas through the provision of parks, recreation programs, recreational facilities, trails, and open spaces.

2022 Parks, Recreation and Open Space (PROS) Plan

STEWARDSHIP OF LAND, PARKS & PROGRAMS:

Goal: Enhance parks and trails amenities.

- Action: Prioritize permanent bathrooms at neighborhood parks and trailheads.
- Action: Provide additional picnic shelters, tables and benches.

PLAN FOR & FILL KNOWN SYSTEM GAPS:

Goal: Design new parks, trails & amenities with environment, safety & accessibility in mind.

- Action: - Identify and grow trail segments and trailhead amenities that can accommodate residents of all physical abilities.

2022 Camas PROS Plan Capital Facilities Plan

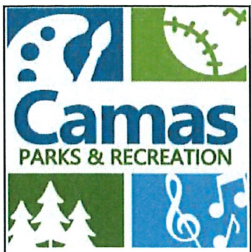
Crown Park: Park development per site master plan (Listed as top priority project in the next 2-3 years)

POTENTIAL CHALLENGES: Construction cost escalation and inflation has been an issue for all capital projects over the last several years; however, in the past year, prices have seemed to balance out. The stable market will help ensure a fair bidding process. Logistics and shipping delays have also been an issue. Ordering our equipment early through the Sourcwell contract will not only provide a discount, but it assures us that delivery will meet our construction timeline.

BUDGET IMPACT: Crown Park and SLCT projects were approved and fully funded in the FY 2023-24 budget, and there is no funding from the general fund used for either project.

Additionally, the City will save \$87,787 on equipment purchases through Sourcewell; \$70,557 savings for the Crown Park Project and \$17,230 savings for the SLCT Project.

RECOMMENDATION: Staff recommends Crown Park implementation Option 1 above; and the Crown Park and SLCT Projects' equipment purchases be placed on the Dec. 18, 2023 Consent Agenda for Council's consideration.



November 29, 2023

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

Commissioners:

Ellen Burton, Chair

Katy Daane

David Dewey

Brittany Grahm

Jason Irving, Vice Chair

Steve Lorenz

Jenny Wu

RE: Requesting Approval of Crown Park's equipment pre-order and for Council to direct staff to bid the entire Crown Park project as designed

Dear City Council members,

The Camas Parks and Recreation Commission (Commission) respectfully requests the City of Camas Council:

1. Approves the Crown Park equipment pre-order contract, and
2. Directs staff to bid the entire Crown Park Improvement project per the 100% design plan.

There is no funding from the general fund used to renovate the park.

VISION: We envision Camas as a thriving, cohesive community that honors a unique legacy of coordinated parks, trails, natural areas and diverse recreation opportunities highlighted by our lakes, rivers and streams. Stewardship and thoughtful enhancement of these assets ensure a safe, healthy, active and balanced lifestyle for all.

MISSION: Camas Parks and Recreation promotes a healthy and sustainable community by listening and responding to the community's needs and desires, protecting and preserving its natural spaces to improve ecological health, and developing and maintaining parks, trails and recreation programs that are welcoming for all.

Crown Park is the City's "Crown Jewel", our primary community gathering space for decades. The adopted 2018 Crown Park Master Plan (Master Plan) preserved and enhanced those uses while creating a vision of the park for the next generation. The 7.3-acre park was donated to the City in 1934. While the park has received ad-hoc improvements between 1930's to 1970's, and care from the City since 1934, the first time the City brought our Community together to develop a holistic vision and plan for the entire park was through the Master Plan.

Many of the park amenities and infrastructure have aged over the years. For example, the picnic shelter (circa 1950) was rebuilt in 1987, the public pool (circa 1954) was decommissioned in 2018, and the tennis courts (circa 1938), the last major amenity, were refurbished a second time in 2015. While the community did lose their beloved public pool at Crown, that loss catalyzed the Master Plan that is leading the improvements to our crown jewel of the park system for this and future generation of users.

As shown in the attached Project Timeline exhibit, the City and community have worked on this project since 2016. Since refreshing this project in November 2021 when Council's direction to complete the 30% design process for the entire park, the City has involved our community in 14 public meetings, an open house and two surveys. Additionally, both City Planning and Public Works staff have participated in the process and reviewed the design. After an eight-year journey, we are almost to the finish line, with the possibility of a grand opening for the new Crown Park in 2025.

Our project's vision of inclusive play for all through universal design of the playground and interactive water feature goes beyond the minimum level of accessibility. Universal design provides play opportunities and accessibility for all ages and abilities. This vision was

rewarded with a \$500,000 grant from the State of Washington's Recreation and Conservation Office. Accessibility and play for all also includes updating ADA accessibility to federal standards throughout the park (i.e. pathways, restroom and access into Scout Hall) and around our park (i.e. sidewalks and crossings). In addition, the City will add a much-needed permanent bathroom, upgrade our gathering space for events, care for our trees, vegetation and lawn with updated stormwater management and irrigation, new furnishings, and a multi-use sport court including pickle ball.

Council, before you is the opportunity to move this project across the finish line and provide the entire community with much-needed improvements to their beloved park. The Commission recommends Council:

1. Approves the request to purchase playground equipment and turf, nature play equipment and a permanent bathroom; and
2. Directs staff to bid the entire project as designed.

We sincerely hope you will move the community's vision in the Master Plan into construction.

Thank you,



Ellen L. Burton

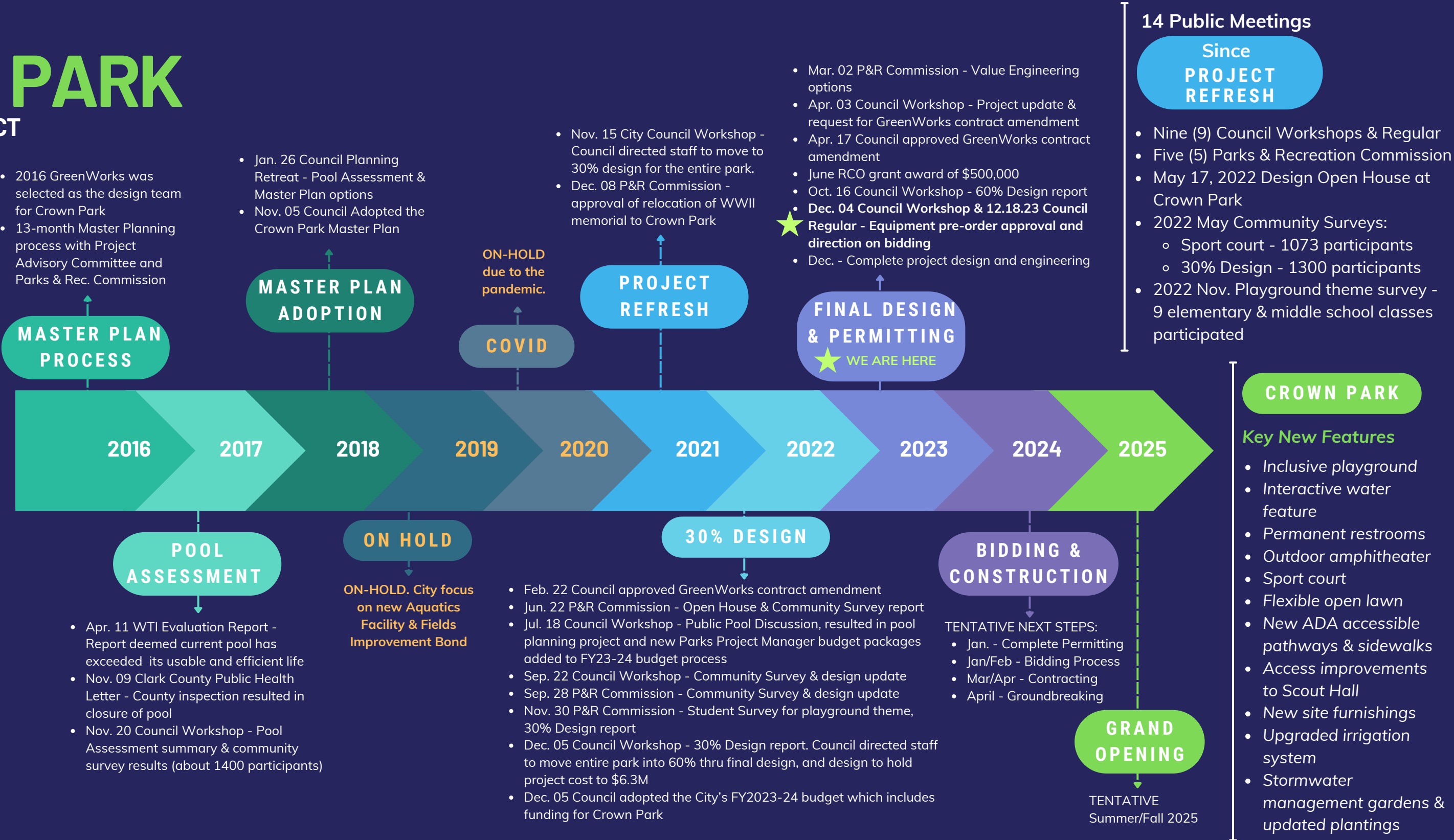
Chair

City of Camas Parks & Recreation Commission

Enclosure: A Brief History of Crown Park Improvement Project

A BRIEF HISTORY OF
CROWN PARK
IMPROVEMENT PROJECT

Crown Park, a 7.3 acre park was originally donated to Camas in 1934 by Crown Willamette Paper Company. Considered by many as the "Crown Jewel" of our entire parks system, Crown has been a primary gathering spot for the community for decades. It hosts many of the City's special events, such as the annual Camas Egg Scramble, summer Concerts and Movies In The Park, and the CamTown Youth Festival, but at its core, this is a family gathering spot for birthdays, reunions, picnics, and play for all.



Crown Park Play Area

Quote / Worksheet # 2210-11375-1-5



To:

City of Camas | Camas Parks & Recreation Department
 227 NE Lake Road Camas, WA 98607
 Trang Lam | Parks & Recreation Director
 tlam@cityofcamas.us | 360. 817. 7234

Owner:

City of Camas | Camas Parks & Recreation Department
 227 NE Lake Road Camas, WA 98607
 Trang Lam | Parks & Recreation Director
 tlam@cityofcamas.us | 360. 817. 7234

Treehouse

Project Location:

Crown Park
 120 NE 17th Ave
 Camas, WA 98607

Ship To:

Crown Park
 120 NE 17th Ave
 Camas, WA 98607

| Date | Lead Time | Terms | Quoted By |
|-------------------|-----------|---------------------------------|----------------------------|
| November 13, 2023 | 28 weeks | prices valid through 12/30/2023 | Chris Donahue 253.691.6847 |

| Quantity | Drawing / Model # | | per unit | Total |
|-----------------------|-------------------|--|----------|---------------|
| PLAY EQUIPMENT | | | | |
| | 1167493-01-04 | 2-5 Playground Equipment per itemized Quote Sheet #1167493-01-04 manufactured by Landscape Structures | | \$ 79,850.00 |
| | 1167493-01-04 | 5-12 Playground Equipment per itemized Quote Sheet #1167493-01-04 manufactured by Landscape Structures | | \$ 208,500.00 |
| | | | | \$ - |

| | | | | |
|------------------|---|--|----------|---------------|
| SURFACING | | | | |
| 9,075 | Square Feet | ForeverLawn Playground Grass Ultra 2" SafetyFoam Pro (Main Area - 8Ft CFH over CCR). 1" SafetyFoam Pro (Hillside Area - 4Ft CFH over Shotcrete/CCR) Envirofill Infill per product specifications. Composite edge nailer boards. Also, all associated and required items that accompany this (seaming tape, etc.). Pricing includes Installation and Cleanup of Playground Grass System | \$ 23.94 | \$ 217,211.23 |
| | square footage based on material required | | | \$ - |
| | | | | \$ - |

| | | | | |
|--------------------------------|--|---|--|----------------|
| PLAYGROUND INSTALLATION | | | | |
| | | Not Included | | \$ - |
| | | Playground Grass Installation includes | | \$ - |
| | | - Prevailing Wage | | \$ - |
| | | - Certified Payroll | | \$ - |
| | | Sourcewell Contract #010521-LSI [City of Camas ID# 106292] Pricing Discount | | \$ (40,444.90) |

Issue Purchase Order to:

Landscape Structures, Inc.
 attention: **Misty Link**
 601 - 7th Street South
 Delano, MN 55328-0198
 mistylink@playlsi.com
 763.972.5591



Send for processing to:

PlayCreation, Inc.
 attention: **Chris Donahue**
 2104 SW 152nd Street, ste 1
 Burien, WA 98166
 Chris@PlayCreation.com
 206.932.6366

| | |
|------------------|---------------|
| Sub Total | \$ 465,116.33 |
| Freight | \$ 26,400.00 |
| Tax 8.5% | \$ 41,778.89 |
| Total | \$ 533,295.21 |

APPROVAL

signature

date

PO#

Quote based on current pricing | Pricing Valid till 12-30-2023

PlayCAD Quote

Item 1.

Date: 10/27/2023
By: Conner Mullan

Rep Organization: PlayCreation, Inc.
Contact Person: Chris Donahue

Quote No: 1167493-01-04

Project Title: Crown Park Play Area

Location: Camas, WA

| PlayBooster® and Weevos® (2-5 years) | | | | | | |
|---------------------------------------|----------|---|----------------|------------------|----------------|-----------------|
| PHASE-1 Direct Bury Aluminum | | | UNIT | | TOTAL | |
| QTY | NO. | DESCRIPTION | WEIGHT (lb) | PRICE (US \$) | WEIGHT (lb) | PRICE (2024) |
| PlayBooster® | | | | | | |
| Climbers W/Permalene Handholds | | | | | | |
| 1 | 152907C | Deck Link w/Barriers Steel end panels 3 Steps | | | 236.0 | 3,420.00 |
| Custom | | | | | | |
| 1 | CP030193 | 48" DECK MOUNTAIN ABC CLIMBER W/HANDHOLDS DB like ABC climber, but with mountain shape steps and permalene handholds. 4 permalene colors for the mountains. | | | 136.0 | 2,875.00 |
| 1 | CP007489 | BELT BOPPITY BRIDGE® FROM WEEVOS TO PLAYBOOSTER® DB Extended Handrails | | | 325.0 | 10,170.00 |
| 3 | CP021579 | DIGIFUSE PINE TREE POST TOPPER Requires standard roof post, not included. Branch panels are 3 different sizes. | 63.0 | 1,870.00 | 189.0 | 5,610.00 |
| Decks | | | | | | |
| 1 | 178710A | Hexagon Tenderdeck | | | 285.0 | 3,755.00 |
| 1 | 111228A | Square Tenderdeck | | | 118.0 | 1,315.00 |
| 1 | 185852A | Transfer Step w/2 Handloops DB | | | 77.0 | 1,290.00 |
| Enclosures | | | | | | |
| 1 | 115223A | Bubble Panel Above Deck | | | 38.0 | 1,085.00 |
| 1 | 115253A | Hole Panel | | | 30.0 | 775.00 |
| 1 | 127678A | Match 4 Panel Above Deck | | | 46.0 | 1,245.00 |
| Motion & More Fun | | | | | | |
| 1 | 120901A | Grab Bar | | | 5.0 | 245.00 |
| Posts | | | | | | |
| 2 | 111404G | 100"Alum Post DB | 26.0 | 375.00 | 52.0 | 750.00 |
| 2 | 111404D | 124"Alum Post DB | 30.0 | 455.00 | 60.0 | 910.00 |
| 1 | 111404C | 132"Alum Post DB | | | 31.0 | 475.00 |
| 3 | 111403D | 158"Alum Post For Roof DB | 36.0 | 530.00 | 108.0 | 1,590.00 |
| 2 | 111404H | 92"Alum Post DB | 23.0 | 355.00 | 46.0 | 710.00 |
| Slides | | | | | | |
| 1 | 130798A | Double Swirl Slide 48"Dk DB | | | 176.0 | 2,895.00 |

PlayCAD Quote

Item 1.

Date: 10/27/2023
By: Conner Mullan

Rep Organization: PlayCreation, Inc.
Contact Person: Chris Donahue

Quote No: 1167493-01-04

Project Title: Crown Park Play Area

Location: Camas, WA

| PlayBooster® and Weevos® (2-5 years) | | | | | | |
|--------------------------------------|----------|--|----------------|------------------|----------------|-----------------|
| PHASE-1 Direct Bury Aluminum | | | UNIT | | TOTAL | |
| QTY | NO. | DESCRIPTION | WEIGHT (lb) | PRICE (US \$) | WEIGHT (lb) | PRICE (2024) |
| 1 | 122033D | SpyroSlide 56"w/Hanger Bracket DB ¹ | | | 402.0 | 7,585.00 |
| Weevos® | | | | | | |
| Bridges | | | | | | |
| 1 | 173575A | Swiggly Stix Bridge DB ¹ | | | 126.0 | 6,080.00 |
| Climbers | | | | | | |
| 1 | 173573A | Wee Planet Climber DB ¹ | | | 130.0 | 3,480.00 |
| Mainstructures | | | | | | |
| 1 | 164343A | Weevos 2 Arch Mainstructure DB Only ¹ | | | 285.0 | 2,755.00 |
| Motion & More Fun | | | | | | |
| 1 | 164173A | Twirly Bar DB | | | 23.0 | 755.00 |
| Freestanding Play | | | | | | |
| Custom | | | | | | |
| 1 | CP001996 | UPCHARGE FOR ADDITIONAL CLAMP COLOR Per SS box | | | 0.0 | 140.00 |
| Motion & More Fun | | | | | | |
| 1 | 295696A | ReviRock Bouncer DB Only | | | 333.0 | 5,550.00 |
| Sensory Play | | | | | | |
| 1 | 228215A | Rhapsody Goblet Drum Junior DB | | | 55.0 | 1,800.00 |
| 1 | 228217A | Rhapsody Kettle Drum Junior DB | | | 62.0 | 1,800.00 |
| 1 | 250341C | Rhapsody Tongue Drum Junior w/o Mallet DB | | | 35.0 | 2,890.00 |
| Signs | | | | | | |
| 1 | 182503A | Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury | | | 24.0 | 0.00 |
| Swings | | | | | | |
| 2 | 174018A | Belt Seat ProGuard Chains for 8' Beam Height | 8.0 | 160.00 | 16.0 | 320.00 |
| 1 | 237297A | Friendship Swing w/Single Post Frame Additional Bay 52" Bury ProGuard Chains | | | 252.0 | 3,590.00 |
| 2 | 176038A | Full Bucket Seat ProGuard Chains for 8' Beam Height | 14.0 | 445.00 | 28.0 | 890.00 |
| 1 | 177344A | Single Post Swing Frame 52" Bury 8' Beam Height Only | | | 251.0 | 1,810.00 |
| 1 | 177345A | Single Post Swing Frame 52" Bury Additional Bay 8' Beam Height | | | 148.0 | 1,290.00 |

PlayCAD Quote

Item 1.

Date: 10/27/2023
By: Conner Mullan

Rep Organization: PlayCreation, Inc.
Contact Person: Chris Donahue

Quote No: 1167493-01-04

Project Title: Crown Park Play Area

Location: Camas, WA

PlayBooster® and Weevos® (2-5 years)

PHASE-1 Direct Bury Aluminum

| | | | UNIT | | TOTAL | |
|-----|-----|-------------|----------------|------------------|----------------|-----------------|
| QTY | NO. | DESCRIPTION | WEIGHT (lb) | PRICE (US \$) | WEIGHT (lb) | PRICE (2024) |

Only

PlayBooster® (5-12 years)

PHASE-1 Direct Bury Mixed Material

| | | | UNIT | | TOTAL | |
|-----|-----|-------------|----------------|------------------|----------------|-----------------|
| QTY | NO. | DESCRIPTION | WEIGHT (lb) | PRICE (US \$) | WEIGHT (lb) | PRICE (2024) |

PlayBooster®

Bridges & Ramps

| | | | | | | |
|---|---------|---------------------------------------|-------|----------|--------|-----------|
| 2 | 174815A | 12' Ramp w/Guardrails and Curbs | 638.0 | 8,920.00 | 1276.0 | 17,840.00 |
| 1 | 120325A | Ramp Berm Exit Plate Concrete Wall | | | 30.0 | 525.00 |
| 1 | 171539A | Ramp Deck Extension DB 12"Dk | | | 54.0 | 930.00 |

Climbers Nature-Inspired

| | | | | | | |
|---|---------|--|--|--|-------|----------|
| 1 | 172666B | Corkscrew Climber w/Recycled Wood-Grain Handholds 72"Dk DB | | | 109.0 | 2,535.00 |
| 1 | 169318E | Wood Plank Wiggle Ladder 64"Deck w/Recycled Wood-Grain Handholds DB | | | 92.0 | 2,010.00 |

Climbers W/Permalene Handholds

| | | | | | | |
|---|---------|--|--|--|-------|----------|
| 1 | 152907D | Deck Link w/Barriers Steel end panels 4 Steps | | | 296.0 | 4,235.00 |
| 1 | 229832A | Dot-to-Dot Climber | | | 204.0 | 2,905.00 |
| 1 | 116249A | Vertical Ladder 24"Dk DB | | | 40.0 | 975.00 |

Custom

| | | | | | | |
|---|-----------|---|-------|--------|-------|-----------|
| 1 | CP029994 | 144" SLIDEWINDER2® W/ NO UPPER BARRIER DB Custom configuration: Entrance-STR-RH-STR-LH-STR-STR-STR- STR-Exit | | | 340.0 | 7,560.00 |
| 1 | CP020857 | 149" OC SWIGGLE STIX BRIDGE DB ground level. Beam adjusted to fit along side a 12'5" ramp. (2) additional pods. Posts NOT included | | | 160.0 | 17,025.00 |
| 4 | CP000270A | DTR PB 216" Steel Roof Post for 96" Deck 44" Bury | 130.0 | 720.00 | 520.0 | 2,880.00 |
| 1 | CP014763A | DTR PB 42" OC Rocker Seat | | | 16.0 | 815.00 |

PlayCAD Quote

Item 1.

Date: 10/27/2023
By: Conner Mullan

Rep Organization: PlayCreation, Inc.
Contact Person: Chris Donahue

Quote No: 1167493-01-04

Project Title: Crown Park Play Area

Location: Camas, WA

| PlayBooster® (5-12 years) | | | | | | |
|------------------------------------|-----------|--|----------------|------------------|----------------|-----------------|
| PHASE-1 Direct Bury Mixed Material | | | UNIT | | TOTAL | |
| QTY | NO. | DESCRIPTION | WEIGHT (lb) | PRICE (US \$) | WEIGHT (lb) | PRICE (2024) |
| 1 | CP000334A | DTR PB Bee and Flower Pilot Panel | | | 60.0 | 2,005.00 |
| 1 | CP000184A | DTR PB Bee Pipe Barrier Above Deck | | | 92.0 | 1,255.00 |
| 1 | CP001203A | DTR PB Deck Extension for Sway Fun - Attaches to Standard Deck | | | 41.0 | 1,020.00 |
| 1 | CP003636 | TREEHOUSE ROOF FOR HEX DECK *NOTE: Requires 4-roof posts not included in price. | | | 392.0 | 8,235.00 |
| Decks | | | | | | |
| 3 | 178710A | Hexagon Tenderdeck | 285.0 | 3,755.00 | 855.0 | 11,265.00 |
| 5 | 121948A | Kick Plate 8"Rise | 13.0 | 145.00 | 65.0 | 725.00 |
| 1 | 185852A | Transfer Step w/2 Handloops DB | | | 77.0 | 1,290.00 |
| 7 | 111231A | Triangular Tenderdeck | 62.0 | 1,015.00 | 434.0 | 7,105.00 |
| 3 | 119646A | Tri-Deck Extension | 51.0 | 985.00 | 153.0 | 2,955.00 |
| Enclosures | | | | | | |
| 2 | 191031A | Accessible Panel Curb | 5.0 | 140.00 | 10.0 | 280.00 |
| 2 | 160694A | Barrier With Infill Panel | 32.0 | 790.00 | 64.0 | 1,580.00 |
| 1 | 135731A | Chimes Reach Panel Above Deck | | | 31.0 | 1,645.00 |
| 1 | 217909A | DigiFuse Barrier Panel Above Deck | | | 41.0 | 1,660.00 |
| 1 | 217911A | Camping-Sounds/Map - 000000004 DigiFuse Periscope Panel Above Deck Animal Tracks-Black Bear/Tracks - 000000023 | | | 60.0 | 2,980.00 |
| 3 | 127953A | Handhold Panel Set | 24.0 | 355.00 | 72.0 | 1,065.00 |
| 2 | 169319A | Recycled Wood-Grain Lumber Panel | 85.0 | 1,580.00 | 170.0 | 3,160.00 |
| 1 | 127440A | Trail Tracker Reach Panel Above Deck | | | 19.0 | 600.00 |
| 1 | 114649A | Zoo Infill Panel | | | 31.0 | 985.00 |
| Motion & More Fun | | | | | | |
| 1 | 120901A | Grab Bar | | | 5.0 | 245.00 |
| Overhead Events | | | | | | |
| 1 | 142890A | 2"90* Horizontal Ladder DB | | | 114.0 | 2,425.00 |
| 1 | 141886A | Access/Landing Assembly Rails Barrier Left 24"Dk | | | 34.0 | 875.00 |

PlayCAD Quote

Item 1.

Date: 10/27/2023
By: Conner Mullan

Rep Organization: PlayCreation, Inc.
Contact Person: Chris Donahue

Quote No: 1167493-01-04

Project Title: Crown Park Play Area

Location: Camas, WA

| PlayBooster® (5-12 years) | | | | | | |
|------------------------------------|-----------|---|----------------|------------------|----------------|-----------------|
| PHASE-1 Direct Bury Mixed Material | | | UNIT | | TOTAL | |
| QTY | NO. | DESCRIPTION | WEIGHT (lb) | PRICE (US \$) | WEIGHT (lb) | PRICE (2024) |
| Posts | | | | | | |
| 2 | 111404G | 100"Alum Post DB | 26.0 | 375.00 | 52.0 | 750.00 |
| 3 | 111404E | 116"Alum Post DB | 29.0 | 395.00 | 87.0 | 1,185.00 |
| 1 | 111404D | 124"Alum Post DB | | | 30.0 | 455.00 |
| 4 | 111403R | 126"Steel Post For Roof DB | 73.0 | 460.00 | 292.0 | 1,840.00 |
| 1 | 111404C | 132"Alum Post DB | | | 31.0 | 475.00 |
| 1 | 111404B | 140"Alum Post DB | | | 34.0 | 480.00 |
| 2 | 111404A | 148"Alum Post DB | 36.0 | 505.00 | 72.0 | 1,010.00 |
| 1 | 111404K | 156"Alum Post DB | | | 37.0 | 565.00 |
| 1 | 111404L | 164"Alum Post DB | | | 38.0 | 590.00 |
| 2 | 111404Z | 182"Steel Post DB 44" Bury | 105.0 | 595.00 | 210.0 | 1,190.00 |
| 6 | 111404H | 92"Alum Post DB | 23.0 | 355.00 | 138.0 | 2,130.00 |
| Roofs | | | | | | |
| 4 | 178470A | Pine Tree Accent Topper | 108.0 | 1,565.00 | 432.0 | 6,260.00 |
| Slides | | | | | | |
| 1 | 130390A | Double Swoosh Slide 64"Dk DB ¹ | | | 174.0 | 3,020.00 |
| 1 | 124863D | SlideWinder2 56"Dk DB 2 Straight | | | 192.0 | 3,735.00 |
| Freestanding Play Climbers | | | | | | |
| 1 | 173908A | Log Stepper 18"Height DB Only | | | 244.0 | 1,250.00 |
| 1 | 173907A | Log Stepper 8"Height DB Only | | | 155.5 | 910.00 |
| Custom | | | | | | |
| 2 | CP000182A | DTR IND Flower Stepper 8" Deck | 22.0 | 415.00 | 44.0 | 830.00 |
| 1 | CP017238 | ROPE PULL CLIMBER FOR 4' HILL. DB Approximately 14' 8" long in plan. Includes clamps, 1 PB Post and 5 roto knots. | | | 97.0 | 2,870.00 |
| Motion & More Fun | | | | | | |
| 2 | 164075B | Double Bobble Rider DB | 131.0 | 2,645.00 | 262.0 | 5,290.00 |
| 1 | 170894A | Sway Fun Wheelchair Glider 12"Height ¹ | | | 1271.0 | 21,350.00 |
| 1 | 249558A | We-Go-Round w/Nature DigiFuse Panels 2 Seats DB Only ¹ | | | 2107.0 | 38,725.00 |
| Signs | | | | | | |
| 1 | 182503C | Welcome Sign (LSI Provided) | | | 24.0 | 0.00 |

PlayCAD Quote

Item 1.

Date: 10/27/2023
 By: Conner Mullan

Rep Organization: PlayCreation, Inc.
 Contact Person: Chris Donahue

Quote No: 1167493-01-04

Project Title: Crown Park Play Area

Location: Camas, WA

| PlayBooster® (5-12 years) | | | | | | |
|------------------------------------|-----|-------------|----------------|------------------|----------------|-----------------|
| PHASE-1 Direct Bury Mixed Material | | | | UNIT | | TOTAL |
| QTY | NO. | DESCRIPTION | WEIGHT (lb) | PRICE (US \$) | WEIGHT (lb) | PRICE (2024) |

Ages 5-12 years Direct Bury

| SUMMARY | CONCRETE (cu-ft) | FOOTINGS (count) | LABOR (hours) | WEIGHT (lb) | PRICE (2024) |
|---|---------------------|---------------------|------------------|----------------|-----------------|
| PlayBooster® and Weevos® (2-5 years) PHASE-1 | 133.7 | 47 | 67.5 | 4,128.0 | 79,850.00 |
| Total Safety Zone Area = 5096 sq. ft. | | | | | |
| PlayBooster® (5-12 years) PHASE-1 | 243.4 | 68 | 128.8 | 11,980.5 | 208,500.00 |
| Total Safety Zone Area = 5096 sq. ft. | | | | | |

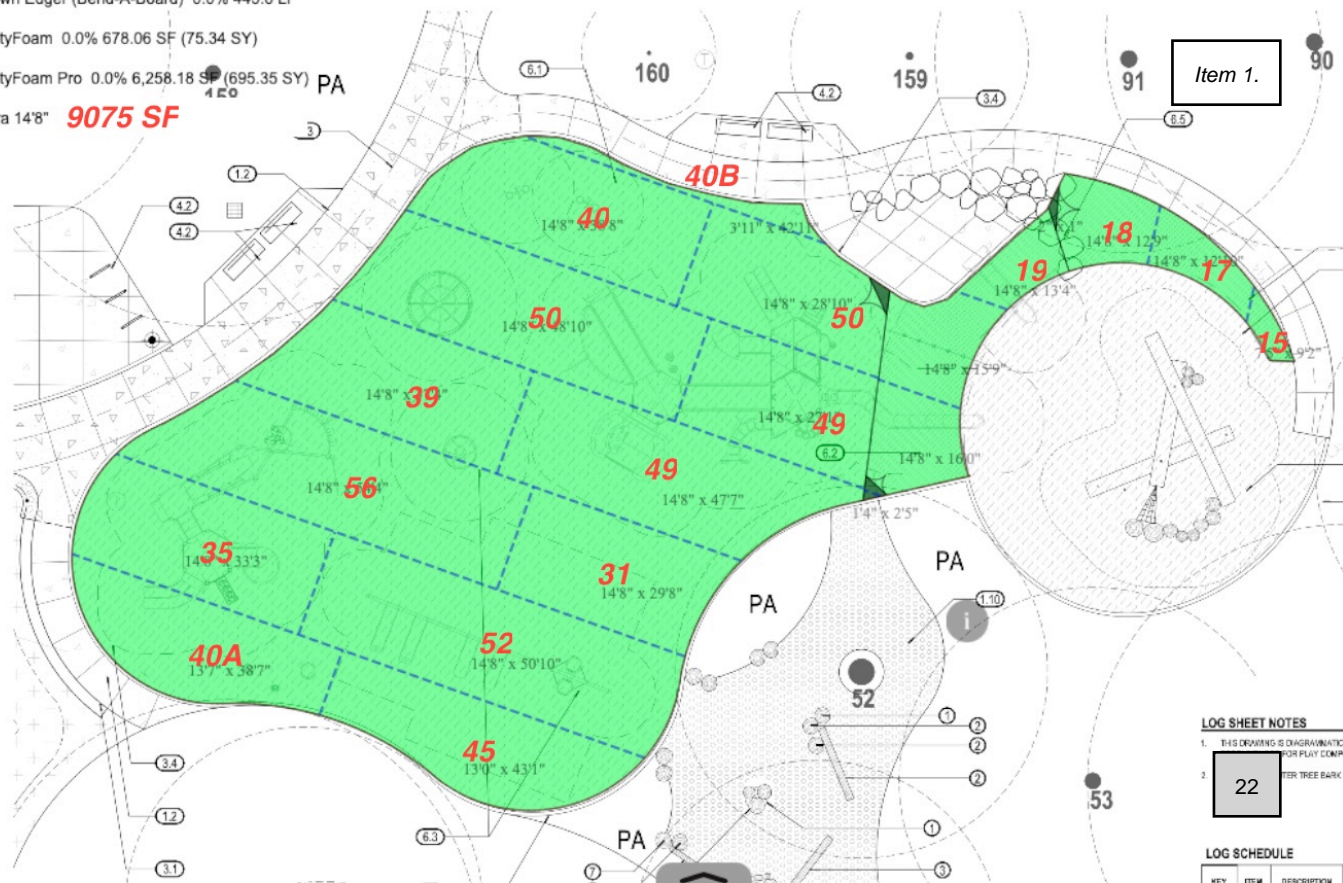
| | | | | | | |
|------------|-------------------|-------|-----|-------|----------|------------|
| ALL PHASES | PlayBooster® | 150.6 | 82 | 109.3 | 10,136.0 | 183,975.00 |
| | Weevos® | 33.7 | 14 | 14.5 | 564.0 | 13,070.00 |
| | Freestanding Play | 192.7 | 19 | 72.5 | 5,408.5 | 91,305.00 |
| | Total | 377.1 | 115 | 196.3 | 16,108.5 | 288,350.00 |

1/2 Brown Edger (Bend-A-Board) 0.0% 443.6 LF

1" SafetyFoam 0.0% 678.06 SF (75.34 SY)

2" SafetyFoam Pro 0.0% 6,258.18 SF (695.35 SY) PA

PG Ultra 14'8" **9075 SF**



Item 1.

LOG SHEET NOTES

- THIS DRAWING IS DIAGNOSTIC FOR PLAY COMP.
- TER TREE BARK

22

LOG SCHEDULE

| KEY | ITEM | DESCRIPTION |
|-----|------|-------------|
|-----|------|-------------|



landscape
structures

Crown Park Playground

PLAY*CREATION

1167493-01-04-01 • 10.30.2023

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Price Proposal: Crown Park - City of Camas, WA
Date: November 27, 2023
Reference: 11280-8/1/2023-3
Sourcwell: Contract # 081721-PRM

Our Offer to Sell:

Restroom Building and Shipping Cost @ \$ 572,123

Washington State & Local Taxes @ \$ 48,630

B&O Tax \$ 2,695

Total Cost of Building, Shipping, Taxes & Sourcwell 5% Discount @ \$ 623,448

Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.) Proposal updated to allow for 2-time crane pick and placement.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor 's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed,*

Crown Park - City of Camas, WA | 11/27/2023 | Reference # 11280-8/1/2023-3

2587 Business Parkway | Minden, NV 89423 | www.PublicRestroomCompany.com | p: 888-888-2060 | f: 888-888-1448

the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Time of Completion:

PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals; including final construction documents and structural calculations from all authorities required to approve them.

Exclusions/Exceptions:

1. Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.
2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
3. Sidewalks outside the building footprint.
4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.
5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.

10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.
14. Any Fire Suppression Systems by others, not by PRC.
15. Any future transformers, related shut offs, and disconnects for electrical is by others, not by PRC.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY:

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Owner/General Contractor selected parts and materials that are not PRC approved will not be covered under PRC's 5 year component warranty. These selections will be covered only by any available manufacturer warranty.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination:

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable

materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by


Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

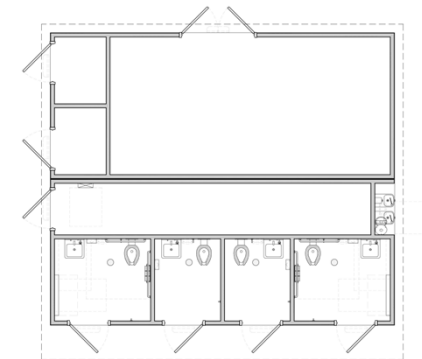
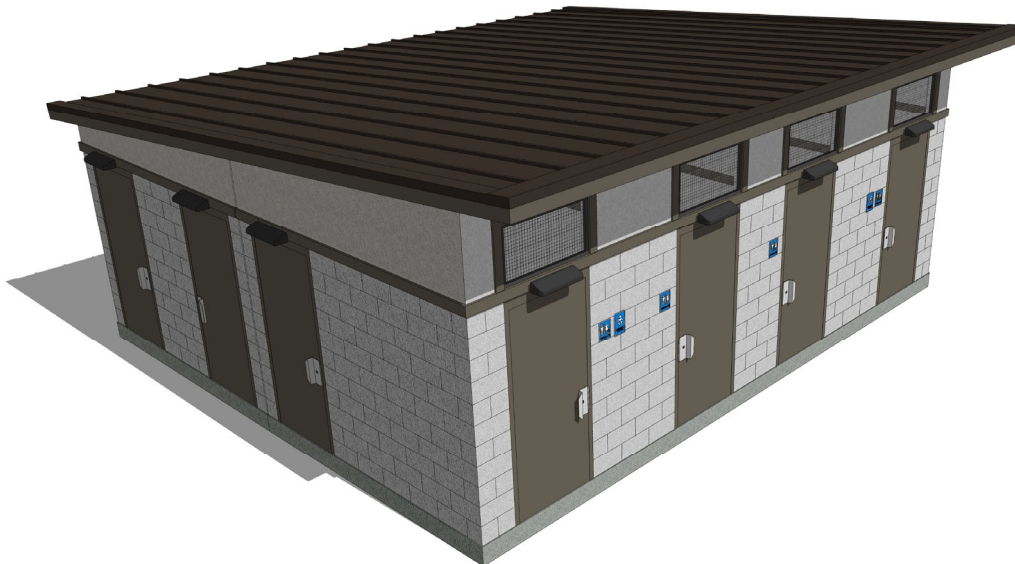
Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address



FLOOR PLAN

SCALE: NOT TO SCALE

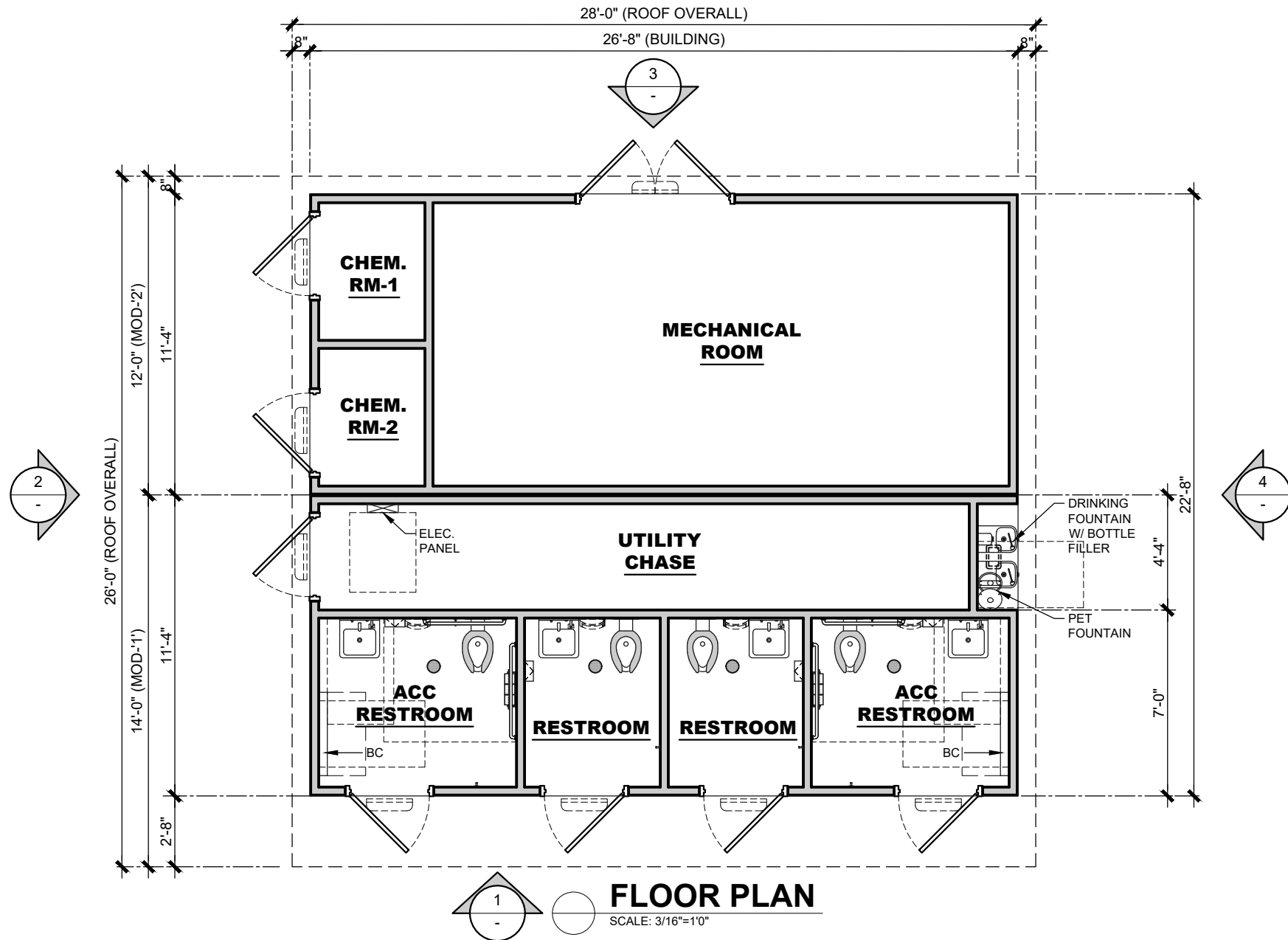
RESTROOM BUILDING CAMAS, WASHINGTON CROWN PARK

ARTIST IMPRESSION: 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE

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www.PublicRestroomCompany.com
2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-2060



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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

**CROWN PARK
CAMAS, WA**

REVISION #

3REVISION DATE: **8/1/2023**

DRAWN BY: EOR

PROJECT #:

11280START DATE: **4/20/2022**

DRAWN BY: EOR

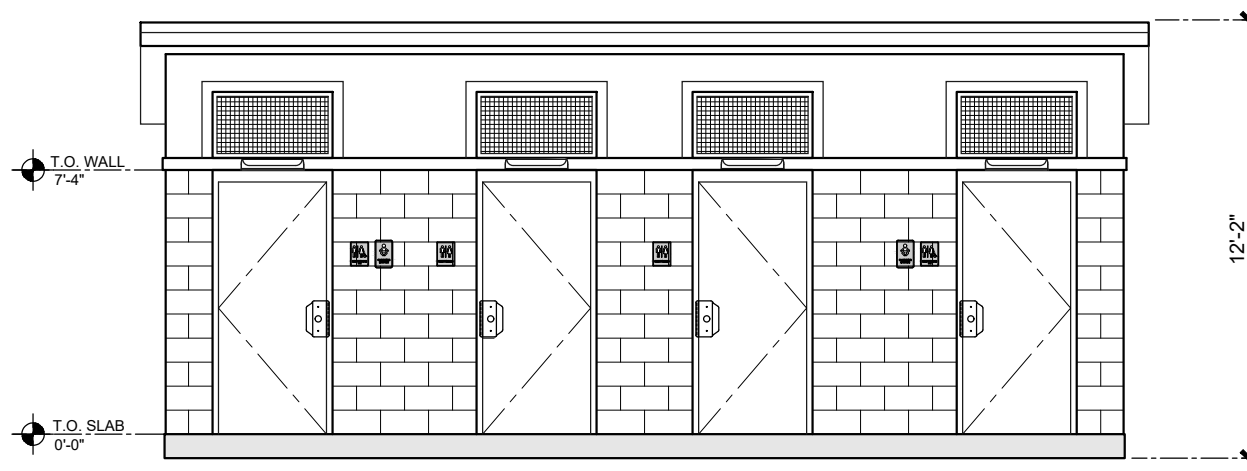
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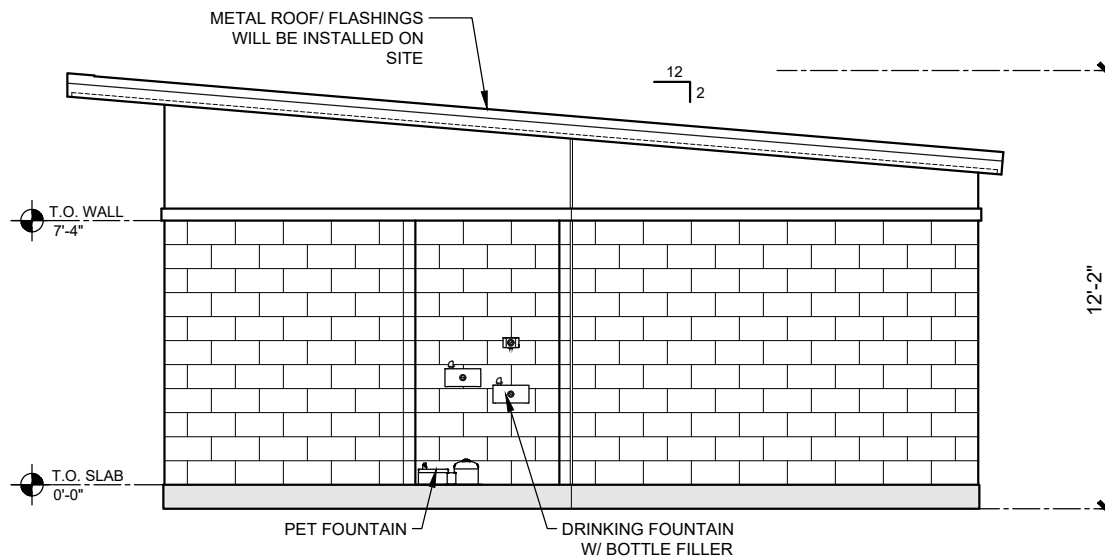
MAX. PERSON /

180

31



ELEVATION 1
SCALE: 3/16"=1'-0"



ELEVATION 2
SCALE: 3/16"=1'-0"



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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

**CROWN PARK
CAMAS, WA**

REVISION #

3

REVISION DATE: **8/1/2023**

DRAWN BY: EOR

PROJECT #:

11280

START DATE: **4/20/2022**

DRAWN BY: EOR

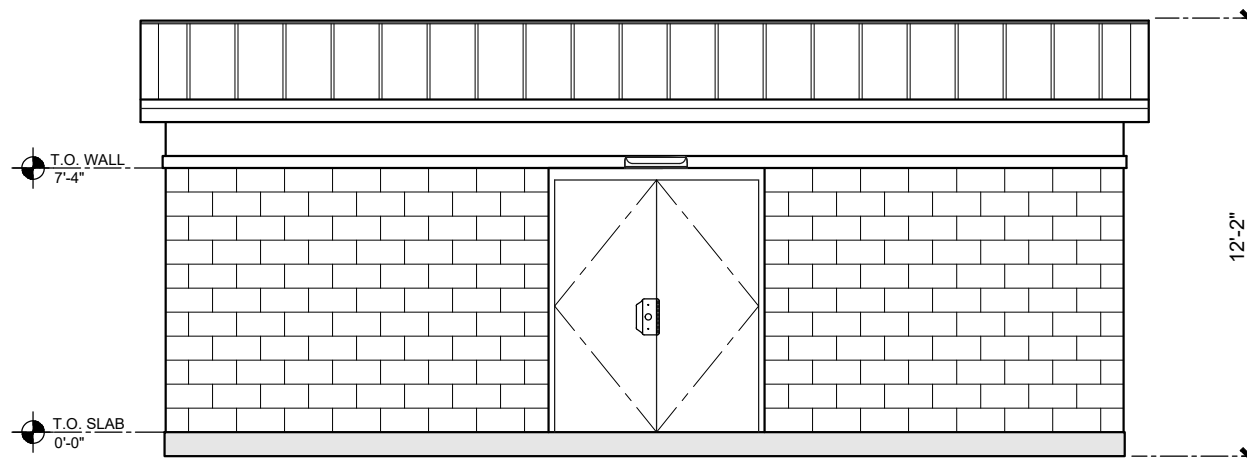
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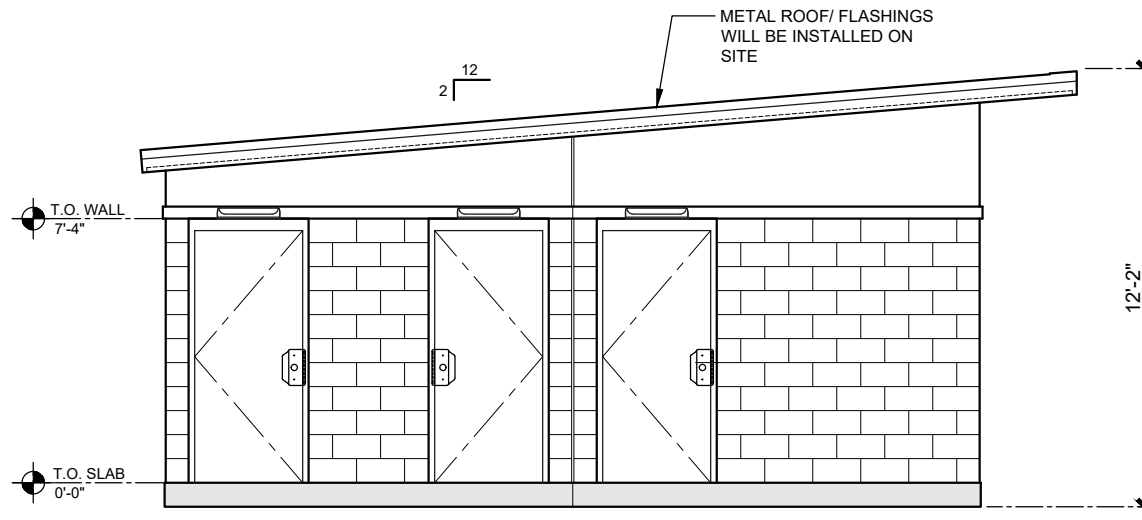
MAX. PERSON /

180

32



ELEVATION 3
SCALE: 3/16"=1'-0"



ELEVATION 4
SCALE: 3/16"=1'-0"



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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

**CROWN PARK
CAMAS, WA**

REVISION #

3REVISION DATE: **8/1/2023**

DRAWN BY: EOR

PROJECT #:

11280START DATE: **4/20/2022**

DRAWN BY: EOR

SHEET#

A-3

MAX. PERSON /

180

33



SPECIFICATIONS

Project #: 11280

Project Name: Crown Park

Site Address: 120 Ne 17Th Ave.

City, State, Zip: Camas, WA 98607

Bldg Size: See Drawings

Type of Bldg: SP-044-DF-BF

Restroom/Mechanical Room

TYPE OF BUILDING

Construction Type

MVR WOOD

Wood Framed walls above cap beam, and wood framed rafters [ceiling & vents same as MVR]

FLOOR SYSTEM

ROOM/ITEM

FINISH

Entire Building

Exposed Concrete with Light Broom Finish with Integral Additive for Stain/Moisture Resistance

WALL SYSTEM

BUILDING WALLS HEIGHT

Building Walls Height

7'4"

EXTERIOR WALLS - CMU

BLOCK TYPE AND COLOR

ROWS

Split Face Exterior 4" CMU

Split Face Gray

All

CAP BEAM

Cap Beam

Cap Beam, Steel Tube, Painted

WALL FINISHES - EXTERIOR

TYPE

FINISH

HEIGHT

CMU

Paint over block filler

To Cap Beam

FRC Siding -Above- Cap Beam

FRC Stucco Pattern-James Hardie - Painted

Above Cap Beam

Alcove

Precision CMU Painted

To Cap Beam

Exterior Paint

PPG Exterior Gloss - Colors TBD by client

WALL FINISHES - INTERIOR

ROOM

FINISH

HEIGHT

Restrooms Below Cap Beam

Block filler & paint

To Cap Beam

Restrooms - Above Cap Beam

Stucco Pattern FRC - Painted

Above Cap Beam

Mechanical - To Cap Beam

Block filler & paint

To Cap Beam

Mechanical - Above Cap Beam

Painted OSB

Above Cap Beam

ROOF SYSTEM

ITEM

DESCRIPTION

Vertical Seam 24 ga

Metal Sales Vertical Seam 24 ga 12in. Panel Striations

Entire Building Ceiling

(MVR) 5/16" Cement Board Stucco Pattern Over 5/8" OSB

Insulation

Insulate, But Not To Code

R Value:

Fascia

14/16 Ga Formed Galvanized Steel W/1" Return At Top (MVR)

Vents SS Wire Mesh

Stainless Steel Wire Mesh - Provide Lexan Cover for Vents

DOORS - HARDWARE

| ITEM | DESCRIPTION | |
|-----------------------------|--|-----------------------------------|
| Hollow Metal Doors | Hollow Metal: Galvanized 14 GA. Door w/ 14 GA Frame Continuous Hinge | |
| Fiber Glass | Fiberglass Door with Fiberglass Frame | |
| Double Door (Storage Area) | Hollow Metal 14 GA Door & 14 GA Frame w/ Continuous Hinge (Includes Threshold) | |
| Deadbolt | SCHLAGE B600 series temporary large format core (std) | |
| ITEM | DESCRIPTION | LOCATION |
| Pull Plates | Rockwood-VRT24 "Z" (Standard w/Anti-Microbial) (Std) | |
| Door Closer | LCN Closer, Model # 4211 Cush Arm (for Out Swing Door) | Restroom |
| Weather Strip | Pemko Perimeter Gasketing (3' x 7' Door) # 303-C-S-3684 | All |
| Door Sweeps | Pemko Door Sweep 321SSN36" | All |
| Door Threshold (No Tile) | Threshold Fluted Saddle Mill Finish Alum, 4" Wide #270A36 | All |
| Ives Crash Chain (Standard) | Ives Crash Chain, # CS11526D20, US26D, 20.5, Crash Stop | All but restroom |
| Magnetic Locks (SAM) | SAM Securitron System | Piezo Exit Switch SDC 4630 Series |

RESTROOM ACCESSORIES

| ITEM | MANUFACTURER/DESCRIPTION | FINISH |
|------------------------------|---|--------------------------|
| Signage | Door/Wall Signs | Polished Aluminum & Blue |
| Grab Bars | Grab Bars | Stainless Steel |
| Aluminum Louvers (Chase Std) | Louver Sunvent Industries Model #157 | Polished Aluminum |
| 3-roll Toilet Paper Holders | Royce Rolls TP-3 | Stainless Steel |
| Baby Changing Station | Foundations Horizontal #5410339 | Stainless Steel |
| Hand Dryer Std | Dyson Airblade V, Low Voltage 120V, Model # HU02, | Spray Nickel |
| ITEM | MANUFACTURER/DESCRIPTION | |
| Utility Hook (Standard) | Utility Hook, Bright Finish | |
| Soap Dispenser | PRC Proprietary Tank | |
| W/Thru Wall Valve | Thru Wall Valve ASI #353 | |

PLUMBING

| FIXTURE/PART | DESCRIPTION |
|----------------------------------|--|
| Toilets - Stainless Steel | Acorn # 1675 W-1-HET 1.28 GPF-FVBO-ADA-PFS-316SS |
| Lavs - Stainless Steel | Rear Connect Acorn # 1652LRB-1-DMS-03-M-316SS |
| Drinking Fountain | Wall Mounted Drinking Fountain, 14 Gauge, Type 304 Stainless Steel, Haws Model # 1109.14 |
| Round Concrete Pet Fountain | Round Concrete Pet Fountain Murdock GUT19-FP Series |
| Bottle Filler | Wall Mounted Bottle Filler, Lead Free, Type 304 Stainless Steel, Haws Model # 1920 |
| Lever (Std) - Toilet Flush Valve | Zurn W.C. Flush Valve 1.28 Ga Zurn # Z6143AV-HET-7L-BG |
| Metering Faucet | Single Hole Metering Faucet, Chicago Model # 333-E2805-665PSHABCP - Tempered |
| Floor Drains: W/Trap Primer | Floor Drain Zurn # ZN460-2NH-5B W/Strainer / With Trap Primer |

PLUMBING GENERAL

| FIXTURE/PART | DESCRIPTION |
|------------------------|--|
| Water Heater | Stiebel DHC-E8 |
| Tempered Water to Lavs | Thermostatic Mixing Valve, Acorn Model # ST70-12 |
| Valve Combo (PRV) | Valve Combo with Pressure Reducing Valve |
| Water Line Material | Copper (Std) |
| Bladder Tank | ProFlo PFXT5 |
| Hose Bibb- Interior | Acorn #8121-LF - in the Chase |
| Hose Reel & Hose | Hose Reel With 5/8"x75' Garden Hose |

ELECTRICAL

| ITEM | DESCRIPTION | |
|------------------|----------------------------------|-------------|
| Electrical Panel | 100 amp Single Phase - 120/240 v | 20 Circuits |
| Breakers | Plug on (QOD) | |

LIGHTING

| ITEM | DESCRIPTION (W=WALL, C=CEILING) | |
|--|--|----------|
| Lighting Control -Interior- OCC Sensor Switch for St&CN | Light Fixture Integrated Occupancy Sensor (OCC) Occupancy Sensor Wall Switch with Dimming | |
| Interior Lights | W/C) Luminaire, Swoop Series SWP-610-OP-BRZ | 15 Watts |
| Interior Lights | W/C) Luminaire, Swoop Series SWP1212-OP-BRZ-OCC | 15 Watts |
| Lighting Control -Exterior- Exterior Light | Photo Cell Intermatic Photo Control #EK4336S W) Luminaire, AEL-12 (Dark Sky Compliant) 20" long OCC | 10 Watts |
| Chase Lights | C) Green AL-41L (small Chase) Waterproof | 15 Watts |
| Storage Lights | C) Green AL-41L (small room) waterproof | 15 Watts |
| Storage Lights | C) Green AL-42L 36W (large room) waterproof | 30 Watts |

RECEPTACLES/SWITCHES, HEATERS, FANS, HVAC, LIGHTED SIGNS

| ITEM | DESCRIPTION | LOCATION |
|------------------|--|---|
| Receptacles | GFCI (Adjacent to Panel) | |
| Receptacles | GFCI | Chase |
| Switches By Pass | By Pass (To By Pass OCC Sensors) | Chase |
| J-box | Provide J-Box | For future Radiant Heater *to be on installed on site |
| Fan | Broan Model # L100MG 120 VAC with 6" Round Duct Connector #1106466 | |
| Emergency Light | Lithonia ELM2L Led 2 Head Led Emergency Light (Mechanical Room) | |



Columbia Cascade Company

Makers of TimberForm® PipeLine® Playground Equipment
and Outdoor Fitness Systems, TimberForm Site Furniture
and CycLoops® CycLocker® Bicycle Management Products.

PO Box 1039
Camas, WA 98607-0039 U.S.A.
Telephone 503/223-1157
e-mail HQ@timberform.com

Item 1.

benj@greenworkspc.com

Date: **Sep 22, 2023**

Pages: **1 of 1**

To: **GreenWorks, P.C.**

Attn: **Mr. Ben Johnson**

Reference: **Crown Park
Camas, WA**

Quote No. **Q-23-97932-A1**

Thank you for your interest in PipeLine Playground Equipment. We are pleased to offer our budgetary estimate for the above-referenced project as follows:

TIMBERFORM

| <u>Quantity</u> | <u>Model No. and Description</u> | <u>Price Each</u> | <u>Total</u> |
|---|--|-------------------|---------------------|
| 1 each | 4500-300-M Log Scramble similar to sheet No. L6.06 by GreenWorks, standard color CASPAX-7 powder-coated steel supports, Hand Hewn Douglas fir, 18-20" dia., clean peeled of bark and sanded, NATURAL color rope, embedment mount | \$ 33,095.00 | \$ 33,095.00 |
| DELIVERY CHARGE TO CAMAS, WASHINGTON | | | \$ 600.00 |
| 8.50% WASHINGTON SALES TAX | | | \$ 2,864.08 |
| DELIVERED TOTAL BUDGETARY ESTIMATE | | | \$ 36,559.08 |

LEAD TIME: Shipment can occur within 60 days after our receipt of an acceptable order and final specifications.

This quotation is good for 30 days and subject to our confirmation thereafter.

Shipping packages are usually heavy and awkward and require mechanical handling to accomplish truck unloading at destination. Truck unloading and job site work are extra and not included.

Upon your acceptance we will promptly prepare a written order Confirmation to begin processing your order. Our standard terms of sale will apply.

If we may be of further assistance to you in any way, please contact our Portland design headquarters by e-mail or at the telephone and FAX numbers shown above.

Best regards,

COLUMBIA CASCADE COMPANY

By:

CHRISTOPHER KIRN

chrisk@timberform.com

Visit our Web site www.timberform.com



P.O. Box 310
 Maupin, Or 97037
 (541) 395-2533
 (541) 395-2469 Fax

Sales Quote

October 17, 2023
 Salesperson: Matt Kemper

| | |
|----------------------------|----------------------------|
| Bill To: | Ship To: |
| Name: Greenworks | Name: Greenworks |
| Attn: Ben | Attn: Ben |
| Address: | Address: |
| Address: | Address: |
| Phone: 503-422-9767 | Phone: 503-422-9767 |

Terms:

1% 10 net 11

| Description | Length | Unit Price | Qty. | Total |
|-------------------------|-------------|-------------|------|-------------|
| Ship logs to Maupin | 1 | \$ 1,000.00 | 1 | \$ 1,000.00 |
| Hourly Labor | 1 | \$ 80.38 | 16 | \$ 1,286.08 |
| Hourly Labor | 1 | \$ 80.38 | 4 | \$ 321.52 |
| Hourly Labor | 1 | \$ 80.38 | 16 | \$ 1,286.08 |
| Square cut end large | 1 | \$ 50.22 | 28 | \$ 1,406.16 |
| Notch, w/ Set-Up | 1 | \$ 138.58 | 8 | \$ 1,108.64 |
| Drilling/Countersinking | 1 | \$ 27.72 | 4 | \$ 110.88 |
| Thru-Bolt Assembly | 1 | \$ 50.00 | 4 | \$ 200.00 |
| Hourly Labor | 1 | \$ 80.38 | 16 | \$ 1,286.08 |
| Square cut end large | 1 | \$ 50.22 | 8 | \$ 401.76 |
| Drilling/Countersinking | 1 | \$ 27.72 | 12 | \$ 332.64 |
| Hourly Labor | 1 | \$ 80.38 | 8 | \$ 643.04 |
| Pressure Treatment | 1 | \$ 4,062.00 | 1 | \$ 4,062.00 |
| Hourly Labor | 1 | \$ 80.38 | 4 | \$ 321.52 |
| Shipping to Camas | 1 | \$ 750.00 | 1 | \$ 750.00 |
| | Total | | | \$14,516.40 |
| | Deposit | | | |
| Acceptance | Balance Due | | | \$14,516.40 |

The undersigned does hereby agree to the price and terms as described above. Prices are F.O.B (Free on Board) manufacturer's facility. Freight and/or delivery is not included unless specifically noted above.

Invoices not paid when due shall accrue interest at 1.5% per month. The minimum finance charge shall be \$5.00

Received by

Date

Price Proposal: Lacamas Creek Trailhead, Camas, WA
Date: November 27, 2023
Reference: 11196-2/4/2022-1
Sourcwell: Contract # 081721-PRM

Our Offer to Sell:**Restroom Building and Shipping Cost @ \$ 327,370****Washington State & Local Taxes @ \$ 27,826****B&O Tax \$ 1,542****Total Cost of Building, Shipping, Taxes & Sourcwell 5% Discount @ \$ 356,738**

Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.) Proposal updated to allow for 2- time crane pick and placement.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor 's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed,*

Lacamas Creek Trailhead, Camas, WA | 11/27/2023 | Reference # 11196-2/4/2022-1
2587 Business Parkway | Minden, NV 89423 | www.PublicRestroomCompany.com | p: 888-888-2060 | f: 888-888-1448

the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Time of Completion:

PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals; including final construction documents and structural calculations from all authorities required to approve them.

Exclusions/Exceptions:

1. Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.
2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
3. Sidewalks outside the building footprint.
4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.
5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.

10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.
14. Any Fire Suppression Systems by others, not by PRC.
15. Any future transformers, related shut offs, and disconnects for electrical is by others, not by PRC.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY:

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Owner/General Contractor selected parts and materials that are not PRC approved will not be covered under PRC's 5 year component warranty. These selections will be covered only by any available manufacturer warranty.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable

materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by


Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

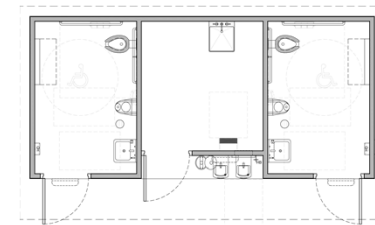
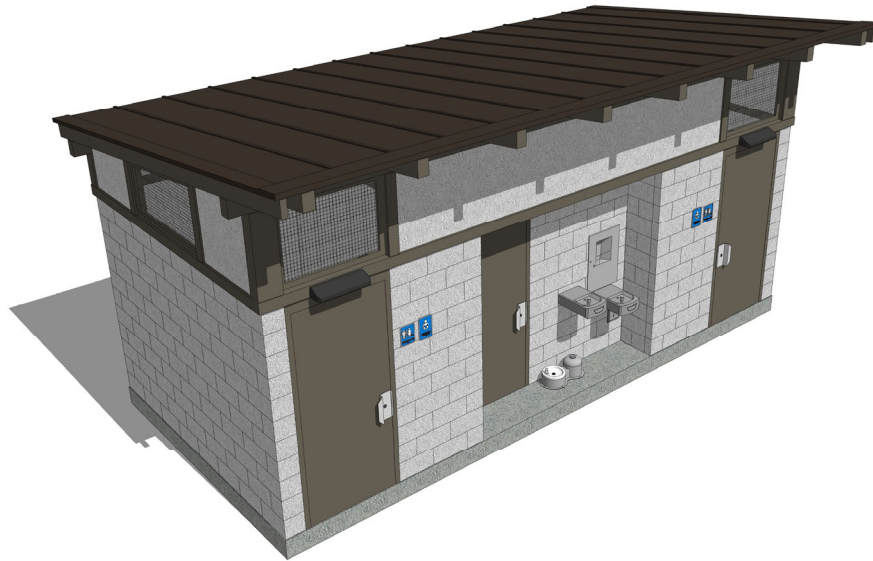
Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address



FLOOR PLAN

SCALE: NOT TO SCALE

RESTROOM BUILDING CAMAS, WASHINGTON LACAMAS CREEK TRAILHEAD

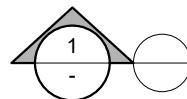
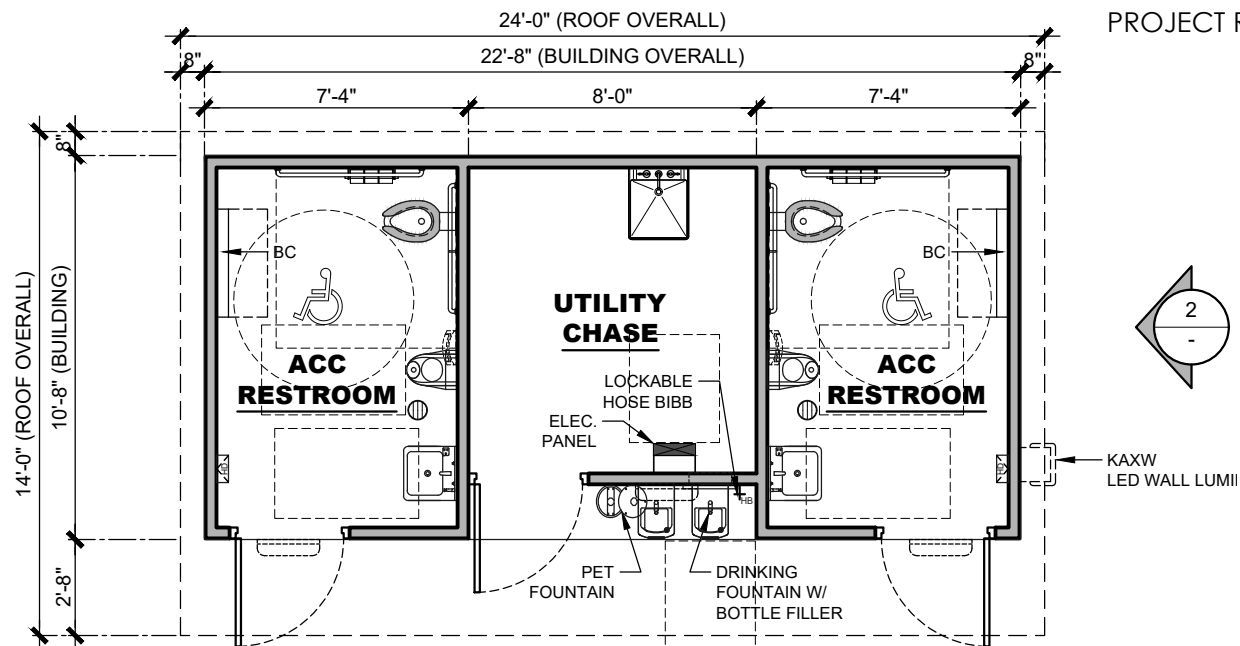
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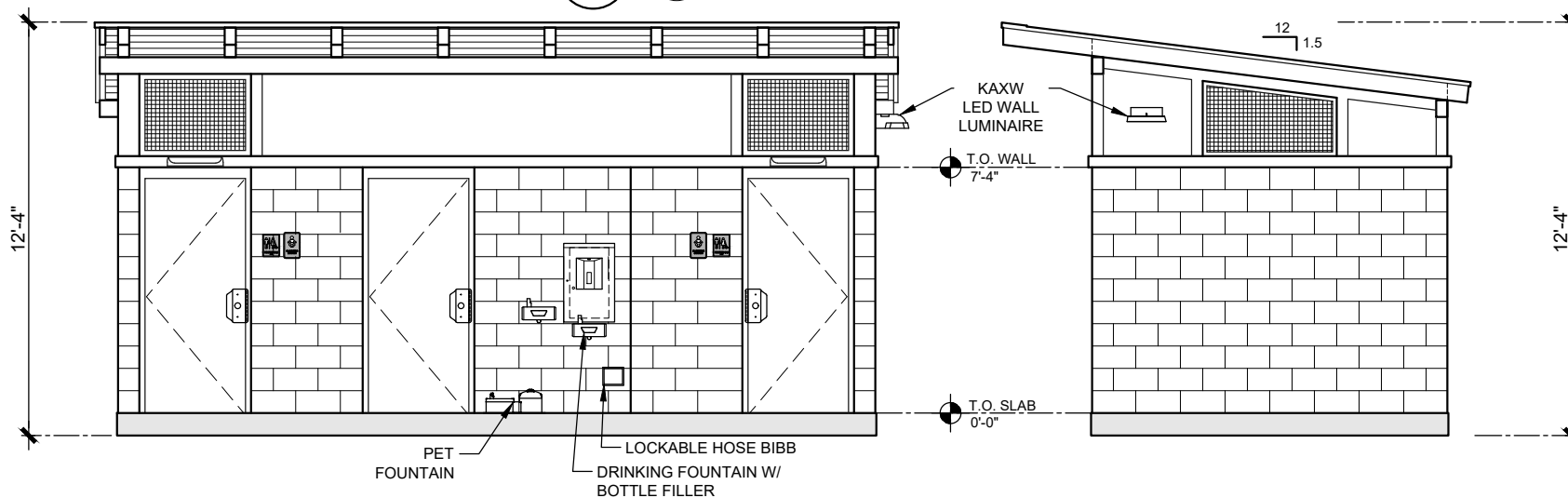
LVR



www.PublicRestroomCompany.com
2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-2060

**FLOOR PLAN**

SCALE: 3/16"=1'-0"

**ELEVATION 1**

SCALE: 3/16"=1'-0"

**ELEVATION 2**

SCALE: 3/16"=1'-0"

LVR

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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

LACAMAS CREEK TRAILHEAD
CAMAS, WA

REVISION #

1

PROJECT #:

11196REVISION DATE: **3/4/2022**

DRAWN BY: EOR

START DATE: **1/17/2022**

DRAWN BY: EOR

SHEET#

MAX. PERSON /

90

46



Location: Camas, WA

Project: Lacamas Creek Trailhead

Size: 22'8" x 10'8"

Description: Restroom building

State Seal: Washington

DESIGN LOADS

Floor: Mat Slab

Wind: 90 C

Roof: 20

TYPE OF BUILDING

| | |
|---------------|---|
| Walls to 7'4" | Masonry |
| LVR | Wood framed walls above cap beam, plank & beam roof structure, 1" x 1" x 3/16" S.S. vent |

FLOOR SYSTEM

| | |
|---|---|
| Type | Light weight concrete in 6x6 steel angle frame |
| Floor finish | NOTE: Slab to have smooth finish under epoxy coatings |
| Chase, Alcove | Exposed concrete with light broom finish with water resistant coating |
| Restrooms | Laticrete Spartacote Flex XPL "Medium Gray" epoxy with skid resistant additive |
| | NOTE: <u>DO NOT</u> use integral water resistant additive in floors that get tile or epoxy coatings |
| Fiberglass grates | Yes Provide grates for slab openings Qty (2) |
| Blockouts w/o grates | Qty (1) |
| Foundation Tie-Downs See note | Yes Provide steel angle tie down plates |
| Note: (Required for buildings that will be placed on concrete footings) | |

WALL SYSTEM (structural)**Framing**

| | | |
|--|--------|--|
| Exterior | 4" CMU | Split face, all rows, gray |
| Alcove | 4" CMU | Precision, all rows, gray |
| Interior | 4" CMU | Precision, gray |
| Cap beam (all walls) | | Steel tube, painted |
| Above cap beam (all walls) | | 2x3 wood framing with PT bottom plate |
| (eave/knee walls) | | 2x3 wood framing with PT bottom plate |
| Vents (exterior RR walls) | | Above cap beam: 1" x 1" x 3/16" S.S. Wire mesh (4) |
| Vents (Mech) | | Above cap beam: 1" x 1" x 3/16" S.S. Wire mesh (1) |
| Sheathing (framed walls above cap beams) | | 7/16" OSB both sides - Note: paint one side of the OSB |

WALL FINISHES - Exterior

NOTE: all paint to be Pitt-tech DTM EP

| | |
|---------------------|--|
| CMU | Paint over block filler full height |
| Moisture protection | Wrap building with Tyvek building wrap, under FRC siding only |
| Flashing | Custom S.S. Z flashing, above cap beam |
| Siding | Cement Board (sheet), painted - stucco pattern, above cap beam |
| Vent frame trim | 1x6 FRC |
| Vent screen trim | 1/8" Mild steel angle - painted |
| Other | Install removable lexan covers for vents |

WALL FINISHES - Interior

| | | |
|------------|----------------|---------------------------------------|
| Restrooms | to cap beam | Block filler & paint |
| | Base | None |
| | Above cap beam | Painted Cement Board - stucco pattern |
| Mechanical | to cap beam | Block filler & paint |
| | Above cap beam | Painted OSB |

ROOF SYSTEM

| | |
|------------------------|---|
| Style: | Shed with 2/12 pitch, 8" overhang (Nom) on 3 sides, 2'8" in front |
| Roofing: | 24 ga (12" with striations) "Metal Sales Vertical Seam" (prefinished) |
| Underlayment: | High temp self adhering |
| Framing: | Plank & beam |
| Rafters | 3-1/2 x 6 painted Glulam |
| Beams | 3-1/2 painted Glulam tapered one side |
| Ceiling: All but chase | 2x6 KD T&G Select Deck - stained |
| Chase | 5/16" Cement Board Stucco Pattern, below rafters |
| Insulation: | Fill rafter bays with rigid in chase only (2 layers of 3") |
| Sheathing: (top) | 7/16" OSB |
| Sheathing: (bottom) | 3/4" OSB, in chase only |
| Soffit: | 2x6 KD T&G Select Deck - stained |
| Fascia | Face of glulam rafters at rakes, none at eaves |
| Drainage | None |

DOORS & HARDWARE

| | Qty | Size | 1 & 2 Type | 3 Hinge | 4 Lock | 5 a Closer | 5 b Pull plate | 5 c Thresh | 5 d Sweep | 6 Notes |
|------------|-----|-------|---------------|------------|-----------|---------------|-------------------|---------------|--------------|------------|
| Restroom | 2 | 3'x7' | HM | Cont | B660J | yes | both sides | 270A | 321 SSN | 6a |
| Mechanical | 1 | 3'x7' | HM | Cont | B660J | no | both sides | 270A | 321 SSN | 6b,c |

1. DOOR TYPES:

- a) HM: GALVANIZED HOLLOW METAL, 14 GA DOOR w/ 14 GA FRAME.

2. ALL H.M. DOOR FRAMES:

- WELDED
4-3/4" WIDE, TYPICAL
4" MASONRY HEADERS

3. HINGE SPECS

- a) CONT = PEMKO KCFM-83" HD CONTINUOUS GEAR HINGE

4. LOCKS

- a) DEADBOLT: SCHLAGE B SERIES 626 WITH TEMPORARY CONSTRUCTION FULL SIZE INTERCHANGABLE CORE (FSIC)
1) B660J - KEY ONE SIDE, ADA TURN LEVER LOCKS AND UNLOCKS

5. HARDWARE SPECS:

- a) CLOSER: LCN 4211 (add CUSH ARM for out swing doors)
b) PULL PLATES:
1) PULL PLATE: ROCKWOOD VRT24C US32D x 91 CFC US32DMS (WITH BLACK COOL COATING HANDLE AND LATCH GUARD) THRESH:
c) PEMKO
1) #270A FOR NON TILED FLOORS
d) SWEEP: PEMKO 321 SSN

6. OTHER:

- a) MAGNETIC LOCKS - SUPPLY & INSTALL **SAM** SECURITRON SYSTEM
b) WEATHER STRIP - PEMKO 303-S
c) PROVIDE DOOR STOP (Ives WS449B26D)

RESTROOM ACCESSORIES

| ITEM | QTY | SIZE | MANUFACTURER / MODEL # | FINISH | NOTES |
|---|-----|--------|------------------------|-----------|---------------|
| Grab Bars | 2 | 18" | Bobrick 6806 | S.S. | |
| Grab Bars | 2 | 42" | Bobrick 6806 | S.S. | |
| Grab Bars | 2 | 48" | Bobrick 6806 | S.S. | |
| Signs - rectangular room ID ADA - "Restroom" | 2 | 6"x9" | (H1223) | | Aluminum Blue |
| Signs - rectangular room ID - "Baby changing" | 2 | 6"x9" | (H1320) | | Aluminum Blue |
| Toilet Paper Holders | 2 | 3-roll | Royce Rolls TP-3 | S.S. | |
| Baby Changing Station | 2 | | Foundations #5410339 | S.S./Poly | |
| Hand Dryer | 2 | | Dyson Airblade V HU02 | Nickel | Surface mount |
| Soap Dispenser (behind the wall tank) | 2 | | Ninth Inning | S.S. | |
| w/thru wall valve | 2 | | ASI #353 | | |
| Utility Hook | 2 | | Bobrick B-670 | S.S. | |

OTHER SPECIALTY ITEMS

| | | | | | |
|-------------|---|--|--|-------|--|
| WH Platform | 1 | | | white | |
|-------------|---|--|--|-------|--|

| | |
|--|--|
| | |
| | |
| | |

PLUMBING**Restrooms**

| | | |
|------------------|----------------------------|---|
| Fixture type | Stainless Steel | |
| Toilets | Qty: 2 | Acorn #1675-W-1-HET-1.28-FVBO-ADA-PFS-316SS |
| Seats | standard | Bemis 1955SSCT 047 (Black) |
| Flush valves | standard | Zurn Z6143AV-HET-BG-7L |
| Urinals | Qty: 2 | Acorn #1709 HEU-W-1-0.125-FVBO-316SS |
| Flush valves | standard | Zurn Z6195AV-ULF-BG-7L |
| Lavs (wall hung) | Qty: 2 | Acorn #1652-FALRB-1-DMS-03-M-316SS |
| Faucets | Chicago 333-E2805-665PSHAB | |
| Mixing valve | Qty: 2 | Acorn ST70-12 |
| Floor drains: | Qty: 2 | Zurn ZN460-2NH-5B |
| Primer: | Qty: 2 | Proflo PFTP-2500 |

Other

| | | |
|--------------|----------------|-------------------------------|
| Service sink | Qty: 1 | Mustee 17F laundry tub w/legs |
| Faucet | Chicago 891 CP | |

General

| | | |
|-------------------------|--------|--|
| Water heater | Qty: 1 | 6 gallon residential (AO Smith EJC-6) |
| Expansion tank | Qty: 1 | Proflo PFXT5 (at water heater) |
| Water heater | Qty: 2 | Stiebel DHC-3-2 |
| Drinking fountain | Qty: 2 | Murdock GSE64-FG-316SS |
| Pet fountain | Qty: 1 | Murdock GUT 19-PF |
| Bottle filler | Qty: 1 | Murdock A0000000-BF3-316SS |
| Water filter | Qty: 1 | Keystone CG10 |
| Pressure Gauge | Qty: 1 | Proflo PFXPG100K (for downstream) |
| Pressure Gauge | Qty: 1 | FNW XLFG 0200L (for upstream) |
| Check valve | Qty: 1 | 1-1/2" Nibco S-480-Y-LF |
| Pressure reducing valve | Qty: 1 | 1-1/2" Watts LF25 AUB (lead free) |
| Ball Valve | Qty: 1 | 2" Nibco NSFP600ALFK |
| Ball Valve | Qty: 1 | 1" Nibco NSFP600ALFG |
| Expansion tank | Qty: 1 | Prep for 26 gallon, install Proflo PFXT5 |
| Hose bib (interior) | Qty: 2 | Acorn 8121 LF in mechanical room |
| Hammer Arestor | Qty: 2 | Sioux Chief 654-CS |
| Hose bib (exterior) | Qty: 1 | Woodford B67 3/4" |
| Hose reel with hose | Qty: 1 | Strongway #46434 reel with 100' hose |
| Water | Copper | Insulated Hot Cold Tempered |
| Waste | PVC | |
| Vent cap | Qty: 1 | Smith 1748 |
| Corp stop | By GC | |

| | | |
|--|--|---|
| ELECTRICAL | | |
| Service | 200 amp | 120/240 volt single phase |
| Meter base | Provided and installed on site by others if required | |
| Panel | 200 amp - main breaker | Square D 30 circuit |
| | (1) Cover | Square D QO |
| Breakers | Plug on | Square D QO |
| | () Single pole 20 amp | QO120 |
| NOTE: All wiring must be stranded | | |
| NOTE: Run equipment ground wire in all conduits | | |
| Raceway | Metallic (EMT in exposed areas & MC Cable where concealed) | |
| Receptacles | (1) Dedicated GFCI | Leviton GFNT2-W |
| Switches | (1) Single pole | Leviton 1221-W |
| | (1) Exterior bypass | Leviton 1221-2R |
| | (1) Double pole (Restroom BYPASS) | Leviton 1222-2W |
| | (1) Photocell - Wall Mount | Intermatic EK4336S |
| | (1) 7 day programmable timer (exterior lights) | Intermatic EI600WH |
| Lights - Exterior | (1) 29 watt LED | Lithonia KAXW LED P1 40K R3 MVOLT DDBXD |
| Lights - Exterior | (3) 10 watt LED | Luminaire AEL12-10W-120-4000K-DP-BZH |
| | Controlled by photo cell | |
| | Controlled by time clock | |
| | Controlled by BYPASS SWITCH | |
| Lights - RR | (2) 15 watt LED | Luminaire SWP1212-15W-4000K-OP-BRZ-OCC |
| | Controlled by integral motion sensor | |
| | Controlled by BYPASS SWITCH | |
| Lights - Mechanical | (1) 4 ft.-2 lamp- LED | Greenlighting AL-42L |
| | Controlled by single pole switch | |
| Emergency light - Mechanical | (1) 2.4 watt LED | Lithonia ELM2L |
| Wire for | (2) Hand dryer | Dyson Airblade V (1000 W) |
| Wire for | Securitron system (2 doors) | |
| | (1) Power Supply | BPS-24-1 |
| | (1) Battery | B-24-5 |
| | (1) Digital Timer | DT7 |
| | (1) Bypass switch | SS2309PO-EN |
| | (2) Magnalock | SAM |
| | (2) Exit Button | SDC-463U |
| Wire for | (2) Water heater | Stiebel DHC-3-2 |
| Wire for | (1) Water heater | 6 gal. - 1650 watt |
| J-box and empty conduit for: | (2) future use in chase | |
| | | |
| | | |

Equipment Purchase Summary

CROWN PARK
EQUIPMENT PURCHASE

| EQUIPMENT | COST |
|-----------------------------|-----------|
| *SOURCEWELL TOTAL DISCOUNT: | \$ 70,557 |

Play Creation

(Thru Sourcewell Contract)

| | |
|--------------------------|------------|
| Playground (ages 2-5) | \$ 79,850 |
| Playground (ages 5-12) | \$ 208,500 |
| ForeverLawn turf | \$ 217,211 |
| EQUIPMENT SUBTOTAL | \$ 505,561 |
| *SourceWell Discount, 8% | \$ 40,445 |
| FREIGHT | \$ 26,400 |
| SUBTOTAL BEFORE TAXES | \$ 491,516 |
| TAXES (8.5%) | \$ 41,779 |

PLAY CREATION EQUIPMENT TOTAL \$ 533,295

Public Restroom Company

(Thru Sourcewell Contract)

| | |
|-----------------------------|------------|
| Restroom Building & Freight | \$ 602,235 |
| *SourceWell Discount, 5% | \$ 30,112 |
| EQUIPMENT SUBTOTAL | \$ 572,123 |
| TAXES (8.5%) | \$ 48,630 |
| B&O TAX | \$ 2,695 |

PRC EQUIPMENT TOTAL \$ 623,448

Columbia Cascade Company

| | |
|-----------------------------|-----------|
| Nature Play - Log Scrambler | \$ 33,095 |
| FREIGHT | \$ 600 |
| EQUIPMENT SUBTOTAL | \$ 33,695 |
| TAXES (8.5%) | \$ 2,864 |

COLUMBIA EQUIPMENT TOTAL \$ 36,559

Oregon Log Home Co.

| | |
|--------------------|-----------|
| Log Furniture | \$ 12,766 |
| FREIGHT | \$ 1,750 |
| EQUIPMENT SUBTOTAL | \$ 14,516 |
| TAXES (8.5%) | \$ 1,234 |

COLUMBIA EQUIPMENT TOTAL \$ 15,750

SOUTH LACAMAS CREEK TRAILHEAD
EQUIPMENT PURCHASE

| EQUIPMENT | COST |
|-----------------------------|-----------|
| *SOURCEWELL TOTAL DISCOUNT: | \$ 17,230 |

Public Restroom Company

(Thru Sourcewell Contract)

| | |
|-----------------------------|------------|
| Restroom Building & Freight | \$ 344,600 |
| *SourceWell Discount, 5% | \$ 17,230 |
| EQUIPMENT SUBTOTAL | \$ 327,370 |
| TAXES (8.5%) | \$ 27,826 |
| B&O TAX | \$ 1,542 |

PRC EQUIPMENT TOTAL \$ 356,738

S. LACAMAS CREEK TRAILHEAD
EQUIPMENT PRE-ORDER TOTAL \$ 356,738CROWN PARK
EQUIPMENT PRE-ORDER TOTAL \$ 1,209,053



Staff Report

December 4, 2023 Council Workshop Meeting

Commute Trip Reduction Interlocal Agreement Renewal

Presenter: James Carothers, Engineering Manager

Time Estimate: Five minutes

| Phone | Email |
|--------------|---------------------------|
| 360.817.7230 | jcarothers@cityofcamas.us |

BACKGROUND: In 2006 the Washington legislature passed the Commute Trip Reduction (CTR) Efficiency Act requiring local governments in an urban area with traffic congestion to develop programs that will reduce drive-alone trips and vehicle miles traveled per capita. Since 2005, the City of Vancouver and the City of Camas, along with other local agencies, have entered into intergovernmental agreements similar to the proposed agreement. This renewal agreement covers the years 2023 through 2029. The City of Vancouver has designated an employee to run the CTR program. This employee also assists other Clark County agencies in accomplishing the program goals. This agreement is in accordance with Washington Administrative Code (WAC) Chapter 468-63, Chapter 39.34 Revised Code of Washington (RCW) and Camas Municipal Code (CMC) 10.36.

SUMMARY: The purpose of this interlocal agreement is to establish a mechanism for ensuring compliance with the State funded CTR Act, to designate the City of Vancouver (COV) as the CTR Program Administrator, to enable the local agencies to meet the statutory requirements and to define the responsibilities of each agency. COV will use the funds received from the Washington State Department of Transportation for program administration and incentive programs for all the affected Clark County agencies as well as employers with 100 or more employees at any given site. Additionally, COV will provide all program tasks (see the 2023-2025 Work Plan in Exhibit A) to the City for staff implementation when applicable.

BENEFITS TO THE COMMUNITY: The CTR program is intended to alleviate air pollution, relieve congestion and reduce energy consumption. The program also incentivizes trip reduction in ways that may reduce costs for commuters such as carpooling, van pooling, public bus riding, bicycling and walking.

POTENTIAL CHALLENGES: None.

BUDGET IMPACT: This program is State funded and is administered by the City of Vancouver. The City's cost is related only to staff time for occasional meetings, administering Camas staff CTR incentive activities, assisting in the development of the next biennial work plan and reviewing and approving CTR annual reports from Camas employers with over 100 employees.

RECOMMENDATION: Staff recommends this item be placed on the December 18, 2023 Consent Agenda for Council's consideration.

**INTERLOCAL AGREEMENT
FOR
2023 – 2029 COMMUTE TRIP REDUCTION**

Parties: City of Vancouver, a Washington municipal corporation; and
Clark County, a Washington municipal corporation; and
City of Camas, a Washington municipal corporation; and

Recitals:

- A. In 2006 the Washington legislature passed the Commute Trip Reduction (CTR) Efficiency Act requiring local governments in urban area with traffic congestion to develop programs that reduce drive-alone trips and vehicle miles traveled per capita. As described in Washington Administrative Code (WAC) Chapter 468-63, the CTR Efficiency Act amended the 1991 Commute Trip Reduction Law, originally codified as §70.94.521-.551 RCW and subsequently amended as RCW 70A.15.4000-.4110 (collectively, the “CTR Act”).
- B. As required by § 70A.15.4020 RCW and WAC 468-63-040, the parties have adopted Commute Trip Reduction ordinances and plans for the purpose of reducing the number of commute trips to work in single occupant vehicles, alleviating air pollution, reducing energy consumption, and addressing traffic congestion problems.
- C. Since 2005, the City of Vancouver, Clark County, and the city of Camas, have entered into intergovernmental agreements similar to this this Interlocal Agreement for 2023 – 2029 Commute Trip Reduction (this “Agreement”) establishing a regional work plan and assigning administration responsibilities for the CTR program.
- D. Subject to approval by the governing bodies of the parties hereto and as authorized under the CTR Act and the Interlocal Cooperation Act, Chapter 39.34 RCW, the parties desire to enter into this Agreement to achieve and maintain compliance with the requirements of the CTR Act.

NOW, THEREFORE, BE IT RESOLVED that, in consideration of covenants, conditions, and obligations described herein, the parties hereto agree as follows:

- I. Purpose. The purpose of this Agreement is to establish a mechanism for ensuring compliance with the CTR Act, to designate the City of Vancouver as the CTR Program Administrator, to enable the parties of this Agreement to meet the statutory requirements by the applicable deadlines, and to specifically provide for the definition and coordination of each of the tasks for which the parties to this

Agreement will be responsible in achieving the goals and requirements of the CTR Act.

II. Funding.

- A. The City of Vancouver will utilize funds received from the Washington State Department of Transportation in the manner described in the *2023-2025 Commute Trip Reduction Administrative Workplan*, as may be updated from time to time, that is attached hereto as Exhibit A and incorporated herein (the “CTR Plan”), by this reference, as part of this Agreement. The City of Vancouver is authorized to redistribute funds as necessary due to changes in program responsibilities and would do so using an amendment to this agreement if necessary.
- B. The expenditure of funds is subject to the requirements of Washington State Department of Transportation guidelines.
- C. The parties to this Agreement shall use best efforts to jointly apply for additional grant funds to support continued and coordinated implementation of the CTR Act.

III. Service Provisions. Funds provided to the parties under this Agreement shall be used exclusively for activities undertaken to fulfill the requirements of the CTR Act and to implement the tasks as described in the *2023-2025 Commute Trip Reduction Work Plan*.

IV. Agreement Period. This Agreement commences on July 1, 2023 (the “Effective Date”) and terminates on June 30, 2029 unless the Washington State Legislature does not appropriate funding for the Commute Trip Reduction Work Plan in the 2025-2029 funding cycle, in which case this Agreement will terminate on June 30, 2025.

V. Coordination of Work: Each of the parties to this Agreement agrees to use its best efforts to coordinate with the other parties hereto in order to best achieve the purposes of the CTR Act and implement the CTR Plan.

VI. Disbursement Provisions:

- A. Acting as Program Administrator, the City of Vancouver shall submit an invoice, with an estimate of expenditures by budget categories used by the City of Vancouver for all state CTR funds expended for the purpose of CTR implementation. The period for which these invoices cover all expenses can be determined by the party submitting the invoices, but will not be submitted more frequently, or cover periods of less than three months.
- B. The City of Vancouver shall submit progress reports, to be forwarded to the Washington State Department of Transportation, accompanying the invoices for covered expenses. These reports should summarize:

1. Recent CTR events and projects;
 2. A detailed summary of implementation assistance provided to affected employers within each jurisdiction; and
 3. A list of scheduled CTR events, projects, and implementation assistance to be provided to affected employers including all CTR training classes.
- C. All invoiced items shall be exclusively for activities undertaken to fulfill the requirements of the CTR Act and in accordance with Washington State Department of Transportation guidelines on the expenditure of funds. Such funds may only be used to implement tasks as described in the CTR Plan.
- VII. Employment Provisions: There shall be no discrimination against any employee who is paid by the funds indicated in the Agreement or against any applicant for such employment because of race, religion, color, sex, marital status, creed, national origin, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rate of pay or other forms of compensation, and selection for training.
- VIII. Agreement Modifications. The governing bodies of the parties hereto may request modifications to this Agreement. Any such changes that are mutually agreed upon by the parties hereto shall be incorporated herein by written amendment of this Agreement. It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and that any oral understanding or agreements not incorporated herein shall not be binding.
- IX. Hold Harmless: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or that of its officers, agents or employees to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both parties, any damages allowed shall be levied in proportion to the percentage of negligence attributable to the other party. This indemnification clause shall also apply to any and all causes of action arising out of performance of work activities under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that neither the State of Washington nor the parties to this Agreement are liable for damage or claims for damages arising from any subcontractor's performance or activities under the terms of the contracts.

- X. Governing Law and Venue: The Agreement will be construed and enforced in accordance with, and the validity and performance thereof shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Clark County, Washington.
- XI. Severability: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity will not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.
- XII. Recapture Provision:
- A. In the event that a party fails to expend state funds in accordance with Washington law and/or the provisions of this Agreement, the City of Vancouver reserves the right to recapture state funds in an amount equal to the extent of noncompliance.
 - B. Such right of recapture shall exist for a period not to exceed three (3) years following termination of the Agreement. Repayment by the party of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the City of Vancouver is required to institute legal proceedings to enforce the recapture provision, the City of Vancouver shall be entitled to its cost thereof, including reasonable attorney's fees, to be compensated by the party.
 - C. This Agreement shall be subordinate to and governed by all provisions and terms contained in the *Commute Trip Reduction Implementation Agreement* between City of Vancouver and the Washington State Department of Transportation attached hereto as Exhibit B.
- XIII. Reduction in Funds: The City of Vancouver may unilaterally terminate all or part of this Agreement, or may reduce its scope of work or budget under this Agreement, if there is a reduction of funds by the source of those funds, and if such funds are the basis for this Agreement.
- XIV. Americans with Disabilities Act of 1990, Public Law 101-336 (ADA): Parties to this Agreement must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- XV. Termination: Notwithstanding any provisions of this Agreement, any party may terminate their participation in this Agreement by providing written notice of such termination to all other parties, specifying the effective date thereof, at least thirty (30) days prior to such date. Reimbursement for services performed by any party and not otherwise paid for prior to the effective date of such termination shall be made according to the terms of this Agreement.

- XVI. Property: All equipment, property, or improvement used to effectuate this Agreement shall become the sole property of the Party who provided the equipment, property, or improvement.
- XVII. Notices: Any notice given pursuant to this Agreement shall be directed to the authorized signatory of each party at the publicly available address for such entity. Unless otherwise requested by a party or required by law, notice may be given electronically.
- XVIII. Approval and Ratification. The parties hereto acknowledge and affirm that, pursuant to RCW 39.34.030(2), all necessary and appropriate action by the governing bodies of the participating public agencies has been taken to ratify and enter this Agreement into force upon execution by the authorized representative of each party.
- XIX. Counterparts: This Agreement may be executed electronically and in any number of counterparts, each of which when executed and delivered constitute a duplicate original, but only all counterparts together constitute the complete, executed Agreement.
- XX. Attachments:
- A. *2023-2025 Commute Trip Reduction Administrative Workplan (Exhibit A)*
 - B. *Commute Trip Reduction Implementation Agreement (Exhibit B)*

[SIGNATURE PAGE FOLLOWS – REMAINDER OF PAGE INTENTIONALLY BLANK]


IN WITNESS WHEREOF the undersigned entities have entered into and ratified this Agreement as of the Effective Date.

CITY OF VANCOUVER


DocuSigned by:

 By: _____
 By: Eric Holmes, City Manager (or Designee)

Approved as to Form:

DocuSigned by:

 By: _____
 By: Vancouver City Attorney

Attest:

DocuSigned by:

 By: _____
 By: Vancouver City Clerk

CLARK COUNTY

By: _____
 By: Chair, Clark County Commissioners

Approved as to Form:

By: _____
 By: Clark County Deputy Prosecuting Attorney

CITY OF CAMAS

By: _____
 By: Mayor/City Manager

Approved as to Form:

By: _____
 By: Camas City Attorney

EXHIBIT A
2023-2025 COMMUTE TRIP REDUCTION ADMINISTRATIVE WORKPLAN
[SEE ATTACHED]

EXHIBIT B
COMMUTE TRIP REDUCTION IMPLEMENTATION AGREEMENT
[SEE ATTACHED]

2023-2025 CTR Administrative Workplan – City of Vancouver – Clark County CTR

Introduction

The purpose of the 2023-2025 CTR Administrative Workplan is to establish commute trip reduction task descriptions and responsibilities, and associated budgets for each public agency party to the Interlocal Agreement effective July 1, 2023 to June 30, 2029, between the City of Vancouver, Clark County, and the City of Camas.

1. Organization

City of Vancouver

2. Agreement number

PTD0832

3. Local agency contact

Olivia Kahn

360-487-7939

Olivia.Kahn@cityofvancouver.us

4. Employer engagement

Agency Responsibility: City of Vancouver

A. Identify worksites and employee transportation coordinators.

Activities:

- Identify prospective worksites.
- Notify employers of legally required activities.
- Verify and maintain list of worksites and employee transportation coordinators in survey and program report system.

Deliverables:

- List of prospective affected worksite.
- Letters to new worksites and employers notifying employers of legally required activities.
- List of worksites in survey and program report system.

B. Engage and train employee transportation coordinators.

Activities:

- Conduct training sessions.
- Provide outreach and consultation.
- Provide technical assistance for worksite commute programs and employee surveys.
- Encourage employee transportation coordinators attend the Washington State Ridesharing Organization conference and other educational events.
- Explore hosting recognition and networking events.
- Send encouragement and reminder emails.

Deliverables:

- Employee transportation coordinator training slides and handouts.
- Newsletter for employee transportation coordinators.
- List of employee transportation coordinators who completed training or attended events.
- Copies of email invitations.
- Brief on employer recognition status or copies of award certificates.

C. Support distribution of information about transportation options to commuters.

Activities:

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- Develop promotions calendar.
- Promote commute options with employee transportation coordinators at wellness fairs, sustainability fairs, and other employee engagement events.
- Create promotions, produce materials, and distribute them to employee transportation coordinators.
- Convene colleagues from nearby jurisdictions to create regional promotions and share materials.
- Explore scholarships for Employee Transportation Coordinators who attend the WSRO annual conference.

Deliverables:

- Copy of promotions calendar.
- Examples of promotional materials.
- Lists of events attended.

D. Enable incentives, subsidies, and disincentives.

Activities:

- Promote the CTR business-and-occupation tax/public-utilities-tax credit.
- Administer the regional Emergency Ride Home (ERH) program in accordance with local ordinances.
- Administer, manage, and promote the SW Washington regional TDM Website, GetThereSWWashington.org, to employers and people who live and work in SW Washington.
- Host promotions and rewards programs on GetThereSWWashington.org to promote and encourage climate-friendly travel.
- Provide information to encourage employers to offer improved commute benefits; commute benefits offered by industry peer organizations, how commute benefits contribute to sustainability, effects of commute benefits on employee satisfaction, recruitment, or retention.
- Provide digital and print educational materials that indicate how much workers value commute benefits and climate-friendly travel options.
- Provide bike lights and other active transportation safety and reflective gear to promote climate-friendly travel.
- Provide secure bicycle parking (BikeLink locker subscriptions) and/or bicycle racks to encourage and promote bicycling and small mobility like e-scooters.
- Work with employers to:
 - Use GetThereSWWashington.org to host rewards programs.
 - Connect with C-Tran on transit passes and/or vanpool for their employees.
 - Institute or increase parking fees or shift from monthly fees to daily fees.
 - Establish telework/compressed-work-week policies.
 - Leverage the Public Rideshare Grant Program subsidy and encourage state workers to take advantage of the program.
 - Foster competition among employers to offer commute incentives.

Deliverables:

- Brief documenting promotions results and ideas for future improvement.
- Photos or case study of bicycle parking implemented.

5. Commute trip reduction plan

Agency Responsibility: Clark County, City of Camas, City of Vancouver

A. Work with local jurisdictions to update local CTR plans to ensure the local plans adhere to the guidance shared by WSDOT.

Activities:

- Follow WSDOT timeline for plan development and adoption.

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Deliverables:

- Draft and Final local Commute Trip Reduction Plans.

6. Performance reporting

Agency Responsibility: City of Vancouver

A. Worksite surveys.

Activities:

- Review revised policies and tutorials.
- Attend WSDOT trainings and workshops.
- Consider use of equivalent data of instead of WSDOT worksite survey.
- Survey worksites.
- Provide training and technical assistance to employers.
- Monitor online dashboards and help employers interpret and use dashboards to guide their programs.
- Analyze survey results and identify trends, including summary results for employers.

Deliverables:

- Survey results.
- Employer summary results.
- Briefing paper on employee commute survey trends.

B. Program reports.

Activities:

- Review revised policies and tutorials.
- Attend WSDOT trainings and workshops.
- Provide training and technical assistance to employee transportation coordinators.
- Analyze program reports and identify trends.

Deliverables:

- Reports.
- Briefing paper on employer program report trends.

C. Worksite needs assessments.

Activities:

- Obtain regular reports from employee transportation coordinators which include updates on progress toward CTR program requirements, activities, trip tracking, and/or worksite commute trends.
- Analyze reports from employee transportation coordinators, identify needs, and as necessary, create action plan to meet needs.

Deliverables:

- Worksite needs assessment reports and/or action plans.

7. Administration

Agency Responsibility: City of Vancouver

A. Financial management

Activities:

- Complete quarterly billing to WSDOT.

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- Maintain financial records.
- Apply for additional grant funding.

Deliverables:

- Invoices.
- Financial records.
- Grant application.

B. Program management

Activities:

- Provide quarterly reports to WSDOT.
- Maintain employer information.
- Coordinate with SW Washington Region Transportation Council (RTC), the City of Camas, and Clark County regarding update of CTR regional plans.
- Maintain local CTR plans and local CTR ordinances.
- Provide feedback to WSDOT to improve processes and program performance.
- Develop a two-year program schedule and administrative workplan.

Deliverables:

- Quarterly reports to WSDOT.
- Employer information list.
- Copy of local CTR plan.
- Copy of local CTR ordinance.
- Two-year program schedule.

C. Policymaker engagement

Activities:

- Provide updates to executive management, city council, county council and/or transit board.
- Educate legislature and policy makers Transportation Demand Management issues and strategies.
- Work with decision makers to implement TDM policy at a local, regional, state, and federal level.

Deliverables:

- Emails communications and/or calendar meetings with transportation leaders.

D. Community of practice

Activities:

- Provide WSDOT examples of efforts to provide CTR services to vulnerable populations.
- Serve as a liaison between WSDOT CTR office, Clark County, City of Vancouver, and City of Camas.
- Attend and participate on the TDM Technical Committee, TDM Executive Board meetings, and as needed, coordinate the CTR implementers meetings.
- Review and comment on the State CTR Plan, State CTR Report, and regional and local transportation plans.
- Participate in regional TDM forums, committees, boards, working groups.
- Participate and support in local planning efforts to increase awareness about TDM.
- Serve on local and regional planning and transportation committees to increase awareness about TDM.
- Participate in the TDM Technical Committee's Legislative Subcommittee, an Association of Commuter Transportation committee or board, and/or a Washington State Ridesharing Organization committee or board.

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- Make a top-five presentation at a TDM Technical Committee meeting.

Deliverables:

- Presentation slides.
- Briefing paper and/or case study outlining efforts to support vulnerable populations.

E. Interagency coordination to maintain local policy requirements

Agency Responsibility: Clark County, City of Camas, City of Vancouver

Activities:

- Coordinate with local jurisdictions to ensure implementation of the Commute Trip Reduction Program.
- Maintain and administer a CTR ordinance and local CTR plans for affected employers in their respective jurisdictions.
- Provide WSDOT with a public hearing notice and copies of any proposed amendments to the CTR ordinance, local CTR plans, and/or administrative guidelines within the first week of the public review period and final copies of all actions within one (1) month of adoption.
- Establish and maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred solely for the performance of this Agreement.
- Maintain an appeals process.



Public Transportation Division
 310 Maple Park Avenue S.E.
 P.O. Box 47387
 Olympia, WA 98504-7387

WSDOT Contact: Matthew Cramer
 360-905-2152
cramema@wsdot.wa.gov

| Commute Trip Reduction (CTR) | | | |
|------------------------------|------------------------------------|--------------------|--|
| Agreement Number | PTD0832 | Contractor: | City of Vancouver |
| Term of Project | July 1, 2023 through June 30, 2025 | | PO Box 9810 Vancouver, WA 98666-9810 |
| Vendor # | SW00084890 0 | Contact: | Olivia Holden 360-487-7733 olivia.holden@cityofvancouver.us |

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Contractor identified above, hereinafter the "CONTRACTOR," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, RCW 70A.15.4000 through RCW 70A.15.4110 establishes the state's leadership role, and the requirements and parameters to reduce traffic congestion, fuel use, and air pollution through commute trip reduction programs, including transportation demand management programs for growth and transportation efficiency centers ("GTEC") in Washington State; and

WHEREAS, the State of Washington in its Sessions Laws of 2023, Chapter 472 Section 221 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2023-2025 biennial appropriations to WSDOT; and

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

SCOPE OF WORK AND BUDGET

The CONTRACTOR agrees to provide Transportation Demand Management (TDM) services, primarily used to support local Commute Trip Reduction (CTR) programs associated with the Statewide Commute Trip Reduction Program, including: 1) Development and submission of an Administrative Work Plan by the end of the first quarter of this AGREEMENT that must be approved by WSDOT in writing; and 2) Implementation of the strategies and production of the deliverables outlined in the WSDOT-approved Administrative Work Plan in order to implement a CTR program. The Administrative Work Plan shall be incorporated as an amendment to this AGREEMENT.

| Funds | Current Funds |
|------------------------------|-------------------|
| Commute Trip Reduction (MMA) | \$ 391,900 |
| Total Project Cost | \$ 391,900 |

Budget: Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2023-2025 biennium.

Section 2

Purpose of Agreement

The purpose of this AGREEMENT is for WSDOT to provide funds to the CONTRACTOR for public transportation services that meet the needs of persons in the State of Washington.

Section 3

Scope of Project

The CONTRACTOR agrees to perform all designated tasks of the Project under this AGREEMENT as described in "Scope of Work and Budget".

Section 4

Term of Agreement

The CONTRACTOR shall commence, perform, and complete the work identified under this AGREEMENT within the time defined in the caption space header titled "Term of Agreement" on this AGREEMENT regardless of the date of signature and execution of this AGREEMENT unless terminated as provided herein.

Section 5

General Compliance Assurance

- A. The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's Commute Trip Reduction Guidebook, hereinafter referred to as the "Guidebook", and any amendments thereto, found at <https://www.wsdot.wa.gov/transit/grants/apply-manage-your-grant> , which by this reference is fully incorporated herein.
- B. The CONTRACTOR agrees that WSDOT, and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the CONTRACTOR with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regard to any matter arising under this AGREEMENT.

Section 6

Administrative Work Plan

- A. The CONTRACTOR agrees to submit to WSDOT an administrative work plan by the end of the first quarter of this agreement or when the CONTRACTOR submits its first invoice, whichever is sooner. The administrative work plan will include the following elements:
 - a. The work plan shall identify the deliverables, schedule, expected outcomes, performance measures, and strategies associated with this AGREEMENT and other strategies as defined in the approved and locally adopted CTR or GTEC plans. These plans may include but are not limited to, recruiting new employer worksites, reviewing employer programs and providing site-specific suggestions for improved CTR performance, administering surveys, CTR Work Plan reviewing program exemption requests, providing employer training, providing incentives, performing promotion and marketing, and providing emergency ride home and other commuter services.
 - b. The administrative work plan may be amended based on a mutual written agreement between the WSDOT Project Manager and the CONTRACTOR.

Section 7

CTR or GTEC Plan

The CONTRACTOR shall prepare and submit a local CTR and/or GTEC plan for each jurisdiction supported by project funds. The plan will meet the standards defined in the "Guidance Document."

Section 8

Survey Coordination

The CONTRACTOR agrees to coordinate with WSDOT and its contracting partners for Commute Trip Reduction employer surveys.

Section 9

Database Updates

The CONTRACTOR agrees to provide WSDOT and the CONTRACTOR's contracting partners with updated lists of affected or participating worksites, employee transportation coordinators, and jurisdiction contacts, as requested. These updates will be submitted in a format specified by WSDOT.

Section 10

Use of State Funds for Incentives

The CONTRACTOR agrees to use State funds provided as part of this AGREEMENT in accordance with incentives guidance that WSDOT shall provide to the CONTRACTOR.

Section 11

Coordination with Regional Transportation Planning Organizations (RTPO)

The CONTRACTOR shall coordinate the development and implementation of its CTR and/or GTEC plan and programs with the applicable regional transportation planning organization (RTPO). The CONTRACTOR agrees to notify the RTPO of any substantial changes to its plans and programs that could impact the success of the regional CTR plan. The CONTRACTOR agrees to provide information about the progress of its CTR and/or GTEC plan and programs to the RTPO upon request.

Section 12

Project Records

The CONTRACTOR agrees to establish and maintain accounts for the Project in order to sufficiently and properly reflect all eligible direct and related indirect Project costs incurred in the performance of this AGREEMENT. Such accounts are referred to herein collectively as the "Project Account." All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

Section 13 Reimbursement and Payment

- A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by the CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in **Section 16 – “Reports”** may delay payment. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.
- B. State Fiscal Year End Closure Requirement (RCW 43.88): The CONTRACTOR shall submit an invoice for completed work in the same state fiscal year in which it was incurred. Pursuant to RCW 43.88.020(12) “fiscal year” is defined as the year beginning July 1st and ending the following June 30th. Reimbursement requests must be received no later than July 15 of the following state fiscal year. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal year. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 14 Assignments and Subcontracts

- A. The CONTRACTOR shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the CONTRACTOR in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone, not under the CONTRACTOR's direct supervision.
- B. The CONTRACTOR agrees to include all applicable sections of the AGREEMENT such as **Sections 5, 10, 11, and Sections 15 through 27**, of this AGREEMENT in each subcontract and in all contracts, it enters into for the employment of any individual, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 15 Funding Distribution

The CONTRACTOR may distribute funds to local jurisdictions to include counties, cities, transit agencies, Transportation Management Associations, Metropolitan Planning Organizations, or other eligible organizations authorized to enter into agreements for the purposes of implementing CTR and/or GTEC, plans as applicable, and as authorized by **RCW 70A.15.4080**, and by ordinances adopted pursuant to **RCW 70A.15.4020(5)**.

Section 16

Reports

The CONTRACTOR shall prepare and submit quarterly, and annual program reports pursuant to this agreement and as prescribed in WSDOT's Transportation Demand Implementation Guidebook. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook.

Section 17

Implementation Plans

The CONTRACTOR shall incorporate appropriate sections of the "Scope of Work and Budget" and description of allowable incentives in accordance with the incentives guidance provided to the CONTRACTOR by WSDOT as set forth in **Section 10** of this AGREEMENT, as well as the WSDOT-approved Administrative Work Plan, in all agreements with an eligible contracting partner(s), as necessary, to coordinate the development, implementation, and administration of such CTR and/or GTEC plans, and in compliance with applicable ordinances.

Section 18

Energy Credit

To the extent CONTRACTOR receives any monies from the sale or disposition of energy credits, decarbonization credits, environmental credits, or any other monies through its participation in a like program, CONTRACTOR agrees to reinvest those monies into services and projects consistent with the STATE'S public transportation grant program. CONTRACTOR'S obligation to reinvest these monies under this provision shall be in an amount no less than the proportion of the STATE'S funding of this AGREEMENT.

Section 19

No obligation by the state government

No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

Section 20

Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

Section 21

Ethics

- A. Relationships with Employees and Officers of WSDOT. The CONTRACTOR shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall CONTRACTOR knowingly rent or purchase any equipment and materials from any employee or officer of WSDOT.
- B. Employment of Former WSDOT Employees. The CONTRACTOR hereby warrants that it shall not engage on a full-time, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without written consent of WSDOT.

Section 22

Civil rights

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any WSDOT-assisted contract or in the administration of its public transportation services.

Section 23

Compliance with Laws and Regulations

- A. The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW.
- B. Additionally, the CONTRACTOR agrees to comply with the following:
 - a. SB 5974 Move Ahead Washington
 - b. RCW 70A.02 Healthy Environmental for All (HEAL) ACT, and
 - c. RCW 70A. 65.260 Climate Commitment ACT.
- C. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violates state or local law or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

Section 24

Environmental and Regulatory Requirements

The CONTRACTOR agrees to secure any necessary local, state, and federal permits and approvals, and comply with all applicable requirements of Chapter 43.21C RCW State Environmental Policy Act (SEPA). The CONTRACTOR agrees to comply with all applicable requirements of Executive Order 21-02, Archaeological and Cultural Resources, for all capital construction projects or land acquisitions not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

Section 25

Accounting Records

The CONTRACTOR agrees to establish and maintain accounts for the Project in order to sufficiently and properly reflect all eligible direct and related indirect Project costs incurred in the performance of this AGREEMENT. Such accounts are referred to herein collectively as the "Project Account." All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

Section 26

Audits, Inspections, and Records Retention

WSDOT, the State Auditor, and any of their representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the CONTRACTOR's records with respect to all matters covered by this AGREEMENT. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this AGREEMENT. In order to facilitate any audits and inspections, the CONTRACTOR shall retain all documents, papers, accounting records, and other materials pertaining to this AGREEMENT for six (6) years from the date of completion of the Project or the Project's final payment date. However, in case of audit or litigation extending past that six (6) year's period, then the CONTRACTOR must retain all records until the audit or litigation is completed. The CONTRACTOR shall be responsible to assure that the CONTRACTOR and any subcontractors of the CONTRACTOR comply with the provisions of this section and provide, WSDOT, the State Auditor, and any of their representatives, access to such records within the scope of this AGREEMENT.

Section 27

Labor Provisions

Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek CONTRACTOR will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

Section 28

Changed Conditions Affecting Performance

The CONTRACTOR hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

Section 29

Remedies for Misuse or Noncompliance.

If WSDOT determines that the funds have been used in a manner materially different from **Section 1**, WSDOT may direct the CONTRACTOR to repay WSDOT the State-funded share of the Project. WSDOT may also withhold payments should it determine that the CONTRACTOR has failed to materially comply with any provision of this AGREEMENT.

Section 30

Disputes

- A. Disputes. Disputes, arising in the performance of this AGREEMENT, which is not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division's Assistant Director or Designee. This decision shall be final and conclusive unless within ten (10) days from the date of the CONTRACTOR'S receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.
- B. Performance During Dispute. Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

Section 31

Termination

- A. **Termination for Convenience.** WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. In the case of partial termination WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, and conditions. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However, if in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:
 - 1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
 - 2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
 - 3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of a war or in the interest

of national defense; or an Executive Order of the President or Governor of the state with respect to the preservation of energy resources;

4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
5. The state Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project.
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

B. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in violation of, any provision of this AGREEMENT.
5. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion, may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such cases, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

- E. Any termination of the AGREEMENT, whether for convenience or for default, that requires the AGREEMENT to be terminated or discontinued before the specified end date set forth in the caption header, "Term of Project", shall require WSDOT to amend the AGREEMENT by written amendment to reflect the termination date and reason for termination.

Section 32

Agreement Modifications

- A. Either PARTY may request changes to this AGREEMENT, including changes in the Scope of Work and Budget. Such changes that are mutually agreed upon shall be incorporated as written amendments to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto, provided, however, that changes to the Project title, UPIN, the contact person of either PARTY, biennial adjustments with no impact to the overall project cost, or adding the Administrative Work Plan, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the CONTRACTOR of any such approved revision in writing.
- B. If an increase in funding by the funding source augments the CONTRACTOR's allocation of funding under this AGREEMENT, the CONTRACTOR and WSDOT agree to enter into a written amendment to this AGREEMENT, providing for an appropriate change in the Scope of Work and Budget and/or the Total Project Cost in order to reflect any such increase in funding.
- C. If a reduction of funding by the funding source reduces the CONTRACTOR's allocation of funding under this AGREEMENT, the CONTRACTOR and WSDOT agree to enter into a written amendment to this AGREEMENT providing for an appropriate change in the Scope of Work and Budget and/or the Total Project Cost in order to reflect any such reduction of funding.

Section 33

Recapture Provision

In the event that the CONTRACTOR fails to expend State Funds in accordance with state law and/or the provisions of this AGREEMENT, WSDOT reserves the right to recapture State Funds in an amount equivalent to the extent of noncompliance. The CONTRACTOR agrees to repay such State Funds under this recapture provision within thirty (30) days of demand.

Section 34

Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 35

Waiver

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default, and shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default. In no event shall acceptance of any WSDOT payment of grant funds by the CONTRACTOR constitute or be construed as a waiver by the CONTRACTOR of any WSDOT breach, or default.

which shall in no way impair or prejudice any right or remedy available to CONTRACTOR with respect to any breach or default.

Section 36

Limitation of Liability and Indemnification

- A. The CONTRACTOR shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT, arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees, and officers arising out of, in connection with, or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers, and subcontractors of any tier. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees, or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.
- B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.
- C. The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the CONTRACTOR, by mutual negotiation, specifically waives any immunity under the state Industrial Insurance Law, Title 51 Revised Code of Washington.
- D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs, or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs, and expenses shall be recoverable by the prevailing PARTY.

Section 37

Agreement Modifications

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written amendment to this AGREEMENT shall not be binding or valid unless signed by the persons authorized to bind from each of the PARTIES. Provided, however, that changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, PIN the contact person of either PARTY, or dollar amount changes that do not affect the Project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the CONTRACTOR of the revision in writing.

Section 38 WSDOT Advice

The CONTRACTOR bears complete responsibility for the administration and success of the work as it is defined in this AGREEMENT and any amendments thereto. Although the CONTRACTOR may seek the advice of WSDOT, the offering of WSDOT advice shall not modify the CONTRACTOR's rights and obligations under this AGREEMENT and WSDOT shall not be held liable for any advice offered to the CONTRACTOR.

Section 39 Venue and Process

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

Section 40 Subrogation

- A. **Prior to Subrogation.** WSDOT may require the CONTRACTOR to take such reasonable action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to the Project Equipment as defined in the scope of work or other property in which WSDOT has a financial interest.
- B. **Subrogation.** WSDOT may require the CONTRACTOR to assign to WSDOT all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to intentionally prejudice the rights of WSDOT.
- C. **Duties of the CONTRACTOR.** If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT due to damage of Project Equipment. The CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

Section 41 Severability

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, that in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

Section 42 Counterparts

This AGREEMENT may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONTRACTOR does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned in such executed counterpart and does hereby accept State Funds and agrees to all of the terms and conditions thereof.

Section 43 Complete Agreement

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the CONTRACTOR has authority to make, and neither WSDOT nor the CONTRACTOR shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

Section 44 Execution

This AGREEMENT is executed by the Director of the Public Transportation Division, Washington State Department of Transportation, or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for, and on behalf of the Washington State Department of Transportation, in his/her capacity as Director of the Public Transportation Division.

Section 45 Order of Precedence

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. State law
2. This AGREEMENT
3. CTR Guidebook

Section 46 Execution

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation, or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for, and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation Division, or as a designee.

Section 47
Agreement Close Out

The CONTRACTOR shall notify WSDOT if the AGREEMENT is completed prior to the end date set forth in the caption header, "Term of Agreement". A written notification needs to be provided to WSDOT that the project is complete. WSDOT will prepare an amendment to modify the AGREEMENT to reflect the actual amount spent and the Project completion date.

Section 48
Binding Agreement

The undersigned acknowledges that they are authorized to execute the AGREEMENT and bind their respective agency(ies) and/or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year last signed below.

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR

**Brian Lagerberg, Director
Public Transportation Division**

Authorized Representative

Title

Print Name

Date

Date



Staff Report

December 4, 2023 Council Workshop Meeting

City Facilities HVAC, Electrical and Plumbing Professional Services Agreement

Presenter: James Carothers, Engineering Manager

Time Estimate: Five minutes

| Phone | Email |
|--------------|---------------------------|
| 360.817.7230 | Jcarothers@cityofcamas.us |

BACKGROUND: In 2021, City Council authorized completion of a Facilities Condition Assessment for multiple City-owned buildings. Staff worked with Meng Analysis and completed the Condition Assessment report in spring 2022. Within this report recommendations to address facility "Observed Deficiencies" were provided. Upon receiving recommendations, staff developed a workplan to address the most critical facility observed deficiencies.

In August of 2023, staff released a Request for Qualifications (RFQ) for professional engineering services with expertise in Mechanical, Electrical, and Plumbing (MEP) design for development of bid ready plans, specifications, and construction estimates (PS&E) for MEP projects at City Hall, Police Station, Operations Center and Grass Valley Fire Station 42. Four RFQ proposals were received and staff selected Windsor Engineering based on overall qualifications.

SUMMARY: Staff has negotiated this Professional Services Agreement in an amount not to exceed \$598,900. This scope of work includes, but is not limited to, project management and building modeling, basis of design narratives, permitting, PS&E packages for public bid advertisements, bidding support and construction administration support.

This work will be broken into two separate design phases for PS&E development and public bidding:

Phase 1 includes design work and PS&E for Operations Center, Police Department and Grass Valley Fire station 42. Design will include replacement of existing HVAC equipment and necessary electrical upgrades to accommodate the new equipment.

Phase 2 includes design work and PS&E for City Hall. Design will include replacement of the existing HVAC system, plumbing system and electrical distribution system. In addition, this work will include opportunity improvements to City Hall's lighting system to standardize lighting equipment (i.e. switch out fluorescent lighting with LED). Improvements to City Hall are more complex than the other noted facilities. Staff has included electrical and plumbing upgrades with the HVAC improvements to decrease overall staff workspace and City business interruptions.

BENEFITS TO THE COMMUNITY: These Improvements will lower operational expenses by minimizing costly emergency repairs, and providing increased energy efficiency, sustainability and water conservation.

POTENTIAL CHALLENGES: **1)** The Washington State Energy Code updates are pending. Currently there is uncertainty regarding the code revision scope and implementation timeframe. It is anticipated that code changes will be implemented in March 2024. Staff plans to streamline the mechanical permitting to vest under the current energy code. **2)** Equipment manufacturers are experiencing long lead times on parts and components, which can result in construction delays.

BUDGET IMPACT: This agreement in the amount of \$598,900 is funded by the 2023 LTGO bond. The 2023-2024 Biennial Budget allocated approximately \$7,000,000 of LTGO bond proceeds within the Capital Facilities Fund for multiple facility rehabilitation projects.

RECOMMENDATION: Staff recommends this item be placed on the December 18, 2023 Council Regular Meeting Agenda for Council's consideration.



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

City Facilities HVAC, Electrical, and Plumbing Improvements

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and **Windsor Engineering 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 **City Facilities HVAC, Electrical, and Plumbing Improvements**.
2. **Scope of Services.** Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **December 31, 2025** unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$598,900** 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:
 James Hodges
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7234
 EMAIL: james.hodges@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Travis Tormanen
 Windsor Engineering Inc.
 27300 NE 10th AVE
 Ridgefield, WA 98642
 PH: 360-610-4931
 EMAIL: ttormanen@windsorengineers.com

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

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

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

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

DATED this _____ day of _____, 20__.

CITY OF CAMAS:

Windsor Engineering Inc.:
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

EXHIBIT “A” SCOPE OF SERVICES

Project Summary

The Camas Facilities Improvements project consists of improvements to four city-owned buildings. The Camas Operations Center, Fire Station 42, and Camas Police Station currently have aging mechanical equipment that is expected to require replacement. The Camas City Hall/Station 41 building will require an extensive overhaul of the mechanical, plumbing and electrical systems including new equipment, piping and electrical distribution.

The project design, bidding and construction will be split into two phases. The phases will run concurrently and is meant to expedite the delivery of Phase 1.

Phase 1 – Camas Operations Center, Fire Station 42, Camas Police Station

Phase 2 – Camas City Hall/Station 41

Approximate Construction Cost: \$ 4.14 million (estimated)

Phase 1 - Scope of Services (Camas Operations Center, Fire Station 42, Camas Police Station)

General

- Attend meetings via teleconference during design: up to (4) meetings
- (3) Site-visits
- Development of floor plans necessary for communicating the location and orientation of existing/new equipment.

Mechanical Systems

- Plans and specifications pertaining to the following buildings and equipment.
 - Camas Operations Center
 - (6) Exhaust fan replacement
 - (1) Ventilation fan replacement
 - (1) Mobile office trailer heat pump replacement
 - New controls system
 - Electrical design required to accommodate new mechanical systems.
 - Station 42
 - Provide space conditioning (heating and cooling) throughout building, system to be selected during design. Potential options:
 - Replacement of existing furnaces and condenser units with new systems of equal capacity.

- Variable Refrigerant Flow (VRF) system and a Dedicated Outside Air Systems (DOAS)
 - Duct cleaning
 - TAB
 - Attic access
 - Engine bay exhaust system upgrades and controls
 - New controls system
 - Replacement plumbing fixture specifications
 - Electrical design required to accommodate new mechanical systems.
- Police Station
 - (2) Rooftop Air Handlers replacement
 - Address over pressurization issues including TAB (Testing, Adjusting, and Balancing) specifications
 - Replacement of failing fans
 - Duct cleaning specifications
 - Electrical design required to accommodate new mechanical systems.

Electrical System

- Electrical design required to accommodate new mechanical equipment. It is assumed all mechanical equipment will be like-for-like replacement with similar electrical loads.
 - Coordinate existing connections with any revised mechanical equipment
 - Provide power connections to new mechanical equipment as required
 - Service and panel load calculations per code

Task 1 – PM & BIM Support

- Project management related tasks, including budget and schedule tracking.
- Support from our Building Information Modeling (BIM), including model and sheet set up and floor plan development.

Task 2 - Pre-Design

- Perform code review analysis
- Preliminary calculations verifying existing equipment capacities
- Deliverable:
 - Basis of Design narrative
 - Schematic level drawing markups for space planning and system descriptions. General scope and conceptual design of the MEP system will be established.

Task 3 - Permit Documents (vesting)

- Permit documents for submittal to plan review department to vest the project under the 2018 Washington State Energy Code.

Task 4 - Construction Documents

- Quality assurance procedures
- Final Mechanical and Electrical calculations
- Opinions of probable construction costs
- Deliverable:
 - CD-level drawings to define the mechanical and electrical systems to a point necessary for permitting, bidding and construction.
 - State energy code compliance forms for mechanical and electrical systems as necessary for permitting
 - Specifications

Task 5 - Bid Support

- Bid addendum assistance
- Review substitution requests
- Attend pre-bid meeting (1)
- Bid review and recommendation

Task 6 - Construction Administration

- Review shop drawings and submittals for MEP (Divisions 21, 22, 23, 26, 27, 28 only)
- Respond to RFIs as required
- (2) Field observation & MEP reports during construction
- Final punch list & report

Phase 2 - Scope of Services (Camas City Hall/Station 41)

General

- Windsor will coordinate our system design with other disciplines according to the typical Engineer of Record (EOR) “standard of care” such that the systems can feasibly fit within the spaces allocated, including plenums, shafts, and mechanical/electrical rooms. However, the EOR is not responsible for resolving all potential conflicts and clashes, such as those detected by computer software (e.g., Navisworks).
- All construction drawings will be done in Revit to a Level of Development (LOD) 200 level.
- Meetings via teleconference during design: up to (6) meetings
- Meeting with the code review department.

- Matterport scanning and development of a Revit model to be used for a floorplan background by a sub-consultant (Jolma Design)

Mechanical System

- General: provide complete new HVAC system throughout building, to consist of heating, ventilation, and air conditioning. Provide all-new equipment, ductwork, diffusers, etc for a complete and operable system.
- Provide space conditioning (heating and cooling) throughout building, system to be selected during design. Potential options:
 - Cooling tower and boiler, with water-source heat pump system
 - Variable Refrigerant Flow (VRF) system
- Provide ventilation throughout building with Dedicated Outside Air Systems (DOAS)
- Garage ventilation
- Grilles, registers, and diffusers
- General building exhaust systems design including toilet rooms and janitor rooms
- Space heating and ventilation design for areas not requiring air conditioning
- Load calculations for heating and cooling
- Ventilation calculations
- Performance specifications for HVAC controls
- Structural design for rooftop equipment by sub-consultant (Waypoint Engineering)

Electrical System

- Electrical design required to accommodate new mechanical systems. It is assumed all mechanical equipment will be like-for-like replacement with similar electrical loads.
 - Coordinate existing connections with any revised mechanical equipment
 - Provide power connections to new mechanical equipment as required
 - Service and panel load calculations per code
- Replace existing distribution system.
 - Service and panel load calculations per code
 - Provide new main distribution panel
 - Provide new sub panels. Adjust branch circuiting as required.
 - Coordinate distribution design with generator replacement by others
 - Coordinate with utility as required to provide new service equipment
- Replace lighting and controls
 - Exterior lighting
 - Interior lighting
 - Egress lighting

Plumbing System

- Gas piping and distribution from new meter to equipment

- Sanitary drainage, vent, and waste from fixtures to 5 feet outside of building. Replace existing cast iron piping with new.
- Domestic cold and hot water piping distribution design, cold water to five feet outside building. Replace existing galvanized supply piping with new (PEX piping).
- All existing piping to be abandoned in place.
- Design of domestic water heating system, gas-fired boiler
- Plumbing fixture selection. Replace all existing fixtures with new.
- Riser diagrams
- Boiler flue venting

Task 1 – PM & BIM Support

- Project management related tasks, including budget and schedule tracking.
- Support from our Building Information Modeling (BIM), including model and sheet set up and floor plan development.

Task 2 – Pre-Design

- Develop programming/space requirements for Mechanical, Electrical, Plumbing (MEP) systems
- Perform code review analysis
- Preliminary calculations
- Deliverable:
 - Basis of Design narrative
 - Schematic level drawing markups for space planning and system descriptions.
 General scope and conceptual design of the MEP system will be established.

Task 3 – Permit Documents (vesting)

- Permit documents for submittal to plan review department to vest the project under the 2018 Washington State Energy Code.

Task 4 - Construction Documents

- Submit milestone MEP and Structural drawings and specifications for review and coordination
- MEP quality assurance procedures
- Final MEP calculations
- 100% CD / Bid document submittal
- Attend design coordination meetings
- Resolve permit issues related to MEP and Structural design
- Opinions of probable construction costs
- Deliverable:

- CD-level drawings to define the MEP and Structural system to a point necessary for permitting, bidding and construction.
- State energy code compliance forms for mechanical and electrical systems as necessary for permitting
- Specifications

Task 5 - Bid Support

- Bid addendum assistance
- Review substitution requests
- Attend pre-bid meeting (1)
- Bid review and recommendation

Task 6 - Construction Administration

- Review shop drawings and submittals for MEP (Divisions 21, 22, 23, 26, 27, 28 only)
- Respond to RFIs as required
- (2) Field observation & MEP reports during construction
- Final punch list & report

This proposal is based on the below schedule, with the assumption that a notice to proceed will be issued by November 10th, 2023.

Phase 1 (Camas Operations Center, Fire Station 42, Camas Police Station)

| Project Phase | Deliverable Date & Phase Duration |
|--------------------------------------|--|
| Task 1 – PM & BIM | Full duration of project |
| Task 2 - Pre-design | End of December (7-weeks) |
| Task 3 - Permit Documents | Early March (10-weeks, contingent on code implementation date) |
| Task 4 – Bid/Construction Documents | End of April (7-weeks) |
| Task 5 – Bid Support | 4-weeks |
| Task 6 – Construction Administration | 6 Months |

Phase 2 (Camas City Hall / Station 41)

| Project Phase | Phase Duration |
|--------------------------------------|---|
| Task 1 – PM & BIM | Full duration of project |
| Task 2 - Pre-design | End of January (11-weeks) |
| Task 3 - Permit Documents | Early March (7-weeks, contingent on code implementation date) |
| Task 4 – Bid/Construction Documents | End of July (20-weeks) |
| Task 5 – Bid Support | 6-weeks |
| Task 6 – Construction Administration | 12-months |

Exclusions

- Full-time onsite inspections during construction
- Architectural and Civil engineering
- Design related to the following buildings and systems.
 - Operations Center
 - Vehicle engine exhaust system
 - Furnace replacement
 - Furnace economizers for free cooling
 - Domestic hot water heater replacement
 - Police Station
 - Fire/smoke damper testing and servicing
 - Aging UPS batteries
 - Station 42
 - Site lighting
 - Plumbing fixtures
 - Water softener
 - Vehicle exhaust system
 - Lighting upgrades
 - City Hall
 - Parking garage lighting design
 - Low Voltage Systems
 - Phone/data
 - Access Control
 - Security surveillance

- Fire Alarm
- Generator replacement (assumed by others)
- Fire protection specifications for bidder designed systems
- Architectural design related to ADA upgrades
- Street lighting design
- Firefighter tap-out system (System used to shut off appliances in the event of an emergency)
- Building envelope consulting
- Energy modeling
- Seismic calculations or design
- Life cycle cost analysis for systems
- Commissioning

Assumptions

- Finishes such as drywall and ceiling tiles will be replaced like-for-like and will not require an architect for selections and approval of finishes.
- Project will be permitted under the 2018 Washington State Energy Code.
 - There is currently some uncertainty regarding what will be included in the 2021 WSEC code, especially as it pertains to utilizing natural gas for building and domestic hot water heating.
 - There is also uncertainty regarding when the 2021 code will be implemented. Currently the 2021 Washington Energy Code is planned to be implemented on March 15th, 2024. Due to ongoing litigation, this date may move to July 2024.
 - If the 2021 WSEC implementation date is moved to July, Windsor will reconsider the Task 2 delivery date in the interest of streamlining the project delivery process.
 - Coordination between Windsor and the plan review department will be required to establish minimum requirements for a vesting submittal.
- Project is not pursuing LEED or other 3rd party sustainability certification.

EXHIBIT “B” COSTS FOR SCOPE OF SERVICES

The budget breakdown schedule shown below is for reference. The actual cost per tasks may be more or less in each case, but the not-to-exceed value of \$598,900 may not be exceeded without the execution of a mutually agreeable written amendment.

A maximum of \$20,000 will be invoiced with 10% markup for reimbursable expenses. Reimbursable expenses include air travel, mileage, rental cars, lodging and per diem, plotting, and messenger services.

Subcontractors invoices (Waypoint Engineering and Jolma Design) will be invoiced to client with a 10% markup.

Phase 1 (Camas Operations Center, Fire Station 42, Camas Police Station)

| Task | Descriptions | Labor | Expenses | Subs | Totals |
|--------|-----------------------------|------------|----------|----------|------------|
| 1 | PM & BIM | \$ 15,500 | \$ 1,500 | - | \$ 17,000 |
| 2 | Pre-design | \$ 24,000 | \$ 800 | \$ 8,000 | \$ 32,800 |
| 3 | Permit Documents | \$ 40,000 | \$ 1,800 | - | \$ 41,800 |
| 4 | Bid/Construction Documents | \$ 82,500 | \$ 2,500 | - | \$ 85,000 |
| 5 | Bid Support | \$ 11,300 | \$ 400 | - | \$ 11,700 |
| 6 | Construction Administration | \$ 30,000 | \$ 1000 | - | \$ 31,000 |
| Totals | | \$ 203,300 | \$ 8,000 | \$ 8,000 | \$ 219,300 |

Phase 2 (Camas City Hall)

| Task | Descriptions | Labor | Expenses | Subs | Totals |
|--------|-----------------------------|------------|-----------|-----------|------------|
| 1 | PM & BIM | \$ 27,000 | \$ 1,000 | \$ - | \$ 28,000 |
| 2 | Pre-design | \$ 30,000 | \$ 1,000 | \$ 12,000 | \$ 43,000 |
| 3 | Permit Documents | \$ 66,600 | \$ 3,000 | \$ 4,000 | \$ 73,600 |
| 4 | Bid/Construction Documents | \$ 136,000 | \$ 4,300 | \$ 4,000 | \$ 144,300 |
| 5 | Bid Support | \$ 28,000 | \$ 900 | \$ - | \$ 28,900 |
| 6 | Construction Administration | \$ 60,000 | \$ 1,800 | \$ - | \$ 61,800 |
| Totals | | \$ 347,600 | \$ 12,000 | \$ 20,000 | \$ 379,600 |

**EXHIBIT “C”
CONSULTANT BILLING RATES**

Billing rates will be adjusted January 1st of each calendar year to reflect current Windsor billing rates for each calendar year.

| <u>Position</u> | <u>Rate</u> |
|----------------------------|-------------|
| Intern/Admin | \$ 90 |
| Designer I | \$ 105 |
| Engineer I / Designer II | \$ 120 |
| Engineer II / Designer III | \$ 135 |
| Engineer III / Designer IV | \$ 155 |
| Engineer IV / Designer V | \$ 175 |
| Engineer V | \$ 190 |
| Engineer VI | \$ 210 |
| Engineer VII | \$ 235 |
| Engineer VIII | \$ 265 |

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).



Staff Report

December 4, 2023 Council Workshop Meeting

Public Right-of-Way Vacation Request for 1804 NW Edgehill Drive

Presenter: Rob Charles, Utilities Manager

Time Estimate: 10 minutes

| Phone | Email |
|--------------|-------------------------|
| 360.817.7003 | rcharles@cityofcamas.us |

BACKGROUND: The property at 1804 NW Edgehill Drive has had a deck constructed over the City's right-of-way located at 600 NW 18th Loop for approximately 30 years that had been allowed through a long-term land lease with the property owner. The City informed the owner, Chad Deering, earlier this year that the lease would not be renewed and that they would either have to demolish the deck or request to purchase the property from the City. The vacation, surplus and purchase of existing right-of-way requires approval from the City Council through a Right-of-Way vacation process which is initiated with staff.

SUMMARY: The owner of the property has started the City's vacation process and obtained a value for the property of \$10,500 which staff has reviewed and concurs with. As part of the vacation process and assuming Council approves, the adjacent property owner will still have to complete a Boundary Line Adjustment with the City's Planning Department to legally adjust the property boundaries. The adjusted property boundary would be approximately 3,093 square feet directly south of the 1804 NW Edgehill Drive property. The general area is shown below in Figure 1 and the vacation area in question is shown in Figure 2.

Should Council agree that the right-of-way may be vacated, the process to move this item forward would be to have staff prepare a Resolution to set a public hearing date for the vacation. The Resolution to set the public hearing could potentially occur at the December 18th Council meeting, at which time, the public hearing would need to be set no less than 20 days and no more than 60 days from the date of the Resolution.

If the Council is in favor of the vacation after the public hearing, an Ordinance authorizing the Vacation of ROW will be drafted for Council approval at a subsequent Regular Meeting. When Council adopts the Ordinance for vacation, the Ordinance shall become effective as stipulated under the terms therein and takes effect 5 days after having been published.

The owner of the property is responsible for any publishing costs associated with the public hearing notification, recording costs with the Clark County Auditor's Office, and any other fees associated with the Boundary Line Adjustment.

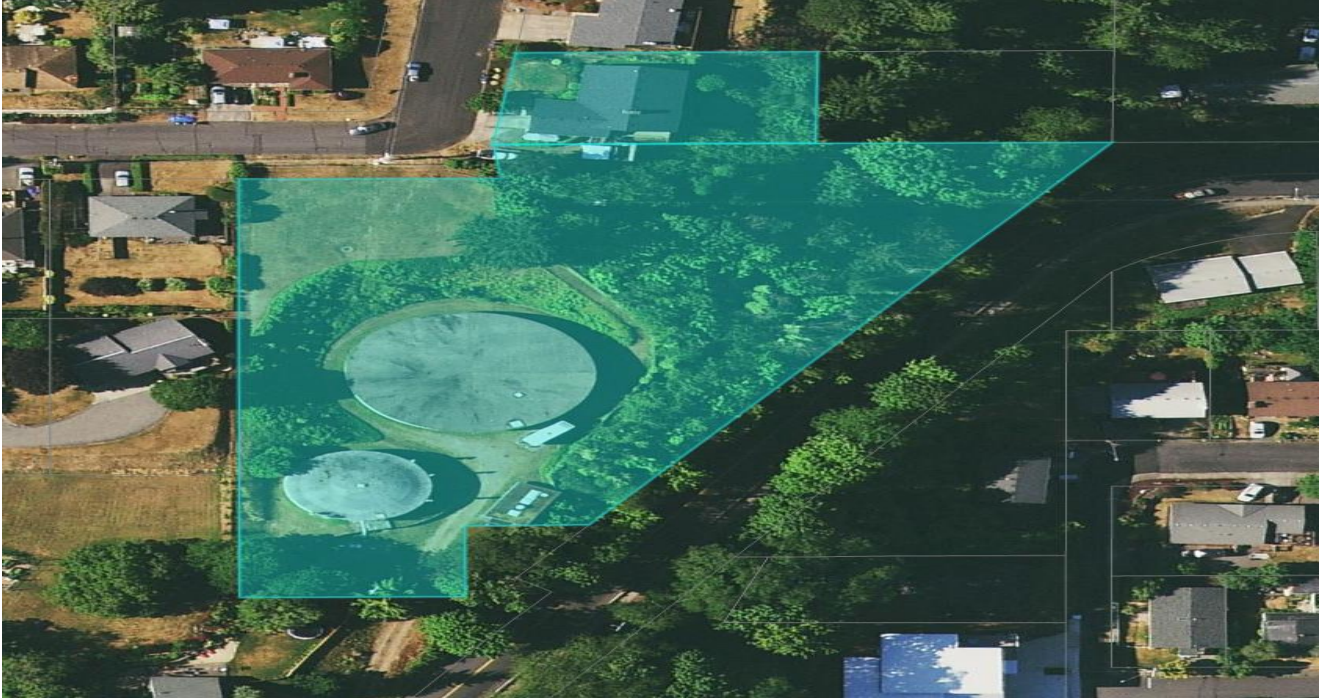


Figure 1: City Owned 600 NW 18th Loop property and 1804 NW Edgehill Drive property to the north

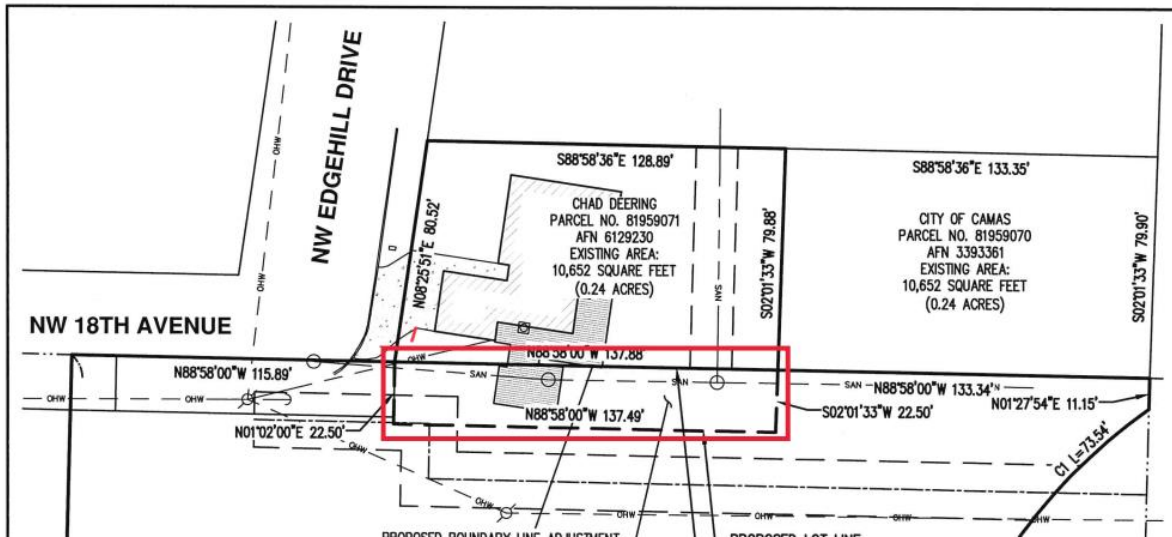


Figure 2: Area of proposed transfer from City owned land to 1804 NW Edgehill Drive (3,093 sf)

RECOMMENDATION: Staff would recommend that a Resolution to set the public hearing for vacation of this Right of Way be placed on the next regular Council Meeting's Agenda.

EXHIBIT "A"**PETITION FOR VACATION OF CITY RIGHT-OF-WAY AT: 600 NW 18th Loop, Camas, WA, 98607**

TO: City Council, City of Camas, State of Washington

We, the undersigned taxpayers and landowners within the City of Camas, Washington, present this Petition and request that the City right-of-way known as: North portion of parcel # 85145001 be vacated from the point commencing at Please see attached BLA Exhibit and ending at 3045. The area of the land requested to be vacated consists of approximately 3045 square feet.

The Petition for Vacation of right-of-way/alley/street (circle one) based on the following:

- ☒ The land is no longer used or has not been used for some time by the public or the city.
- ☒ The maintenance of this property is a waste of city funds.
- ☒ The land would be better used under private ownership.

The names and addresses of the abutting property owners whose realty abuts the City property are:

| <u>Name</u> | <u>Address</u> |
|-----------------------------|--|
| <u>Matthew Chad Deering</u> | <u>1804 NW Edgehill Dr, Camas, WA, 98607</u> |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

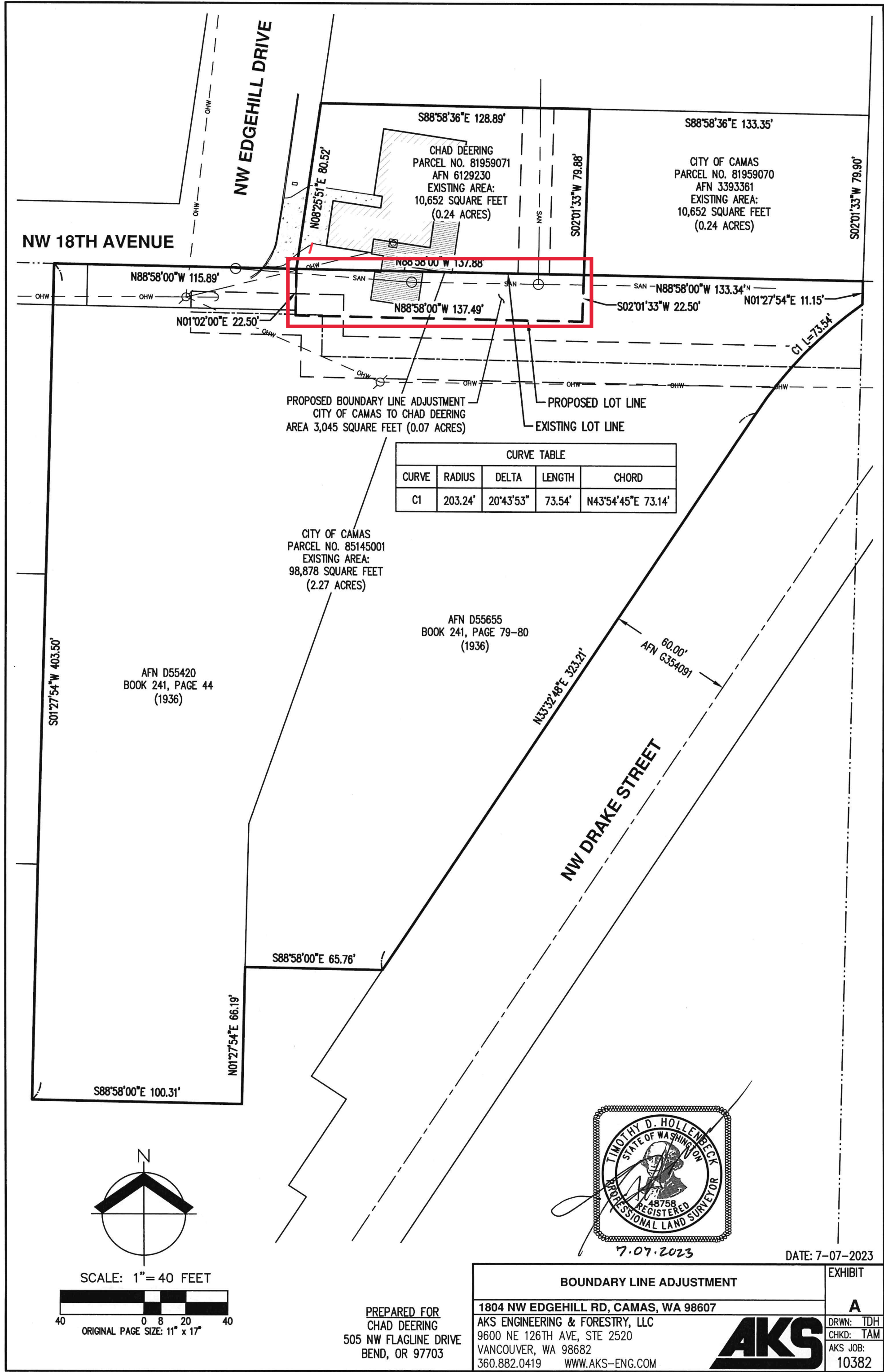
The effect of the vacation of this property to the owners thereof will be:

No negative effect, as the owner is requesting the vacation

Respectfully submitted,

| <u>Name</u> | <u>Address</u> | <u>Date</u> |
|-----------------------------|----------------------------|------------------------|
| <u>Matthew Chad Deering</u> | <u>1804 NW Edgehill Dr</u> | <u>Sept. 6th, 2023</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Attachment: Assessor's map of the requested City property and legal description.





Property Fact Sheet for Account 85145001

September 07, 2023

Item 4.

General Information

| | |
|------------------------|---------------------------------------|
| Property Account | 85145001 |
| Site Address | 600 NW 18TH LOOP, CAMAS, WA 98607 |
| Legal Desc | #23,89,57 SEC 10 T1NR3EWM 1.42A |
| Owner | CITY OF CAMAS |
| Mail Address | 616 NE 4TH AVE CAMAS WA , 98607 US |
| Tax Status | TOTAL EXEMPTION |
| Property Status | Active |
| Area (approx.) | 61,855 sq. ft. / 1.42 acres |
| Section-Township-Range | NE 1/4,S10,T1N,R3E |

Assessment (2022 Values for 2023 Taxes)

| | |
|----------------------|----------------|
| Land Value | \$510,290.00 |
| Building Value | \$792,199.00 |
| Total Property Value | \$1,302,489.00 |
| Total Taxable Value | \$0.00 |

Most Recent Sale

| | |
|---------------|--|
| Sale Date | |
| Document Type | |
| Sale Number | |
| Sale Amount | |

Administrative

| | |
|--------------|-------|
| Jurisdiction | Camas |
|--------------|-------|

Land Use Planning

| | |
|--|---------------------------|
| Comprehensive Plan Designation | SFM |
| Comprehensive Plan Overlay(s) | none |
| Urban Growth Area | Camas |
| Zoning Designation - Codes | Residential-7,500 (R-7.5) |
| Zoning Overlay(s) | none |

Miscellaneous

| | |
|-------------------|--------|
| Census Tract | 406.10 |
| Drainage District | n/a |
| Neighborhood | n/a |
| Park District | n/a |

Public Safety

| | |
|--------------------------------|----------------------|
| Burning Allowed | No |
| EMS Response Area | Camas Washougal Fire |
| Fire District | Camas |
| Increased Wildfire Danger Area | Yes |
| Police Jurisdiction | Camas Police Dept |

Schools

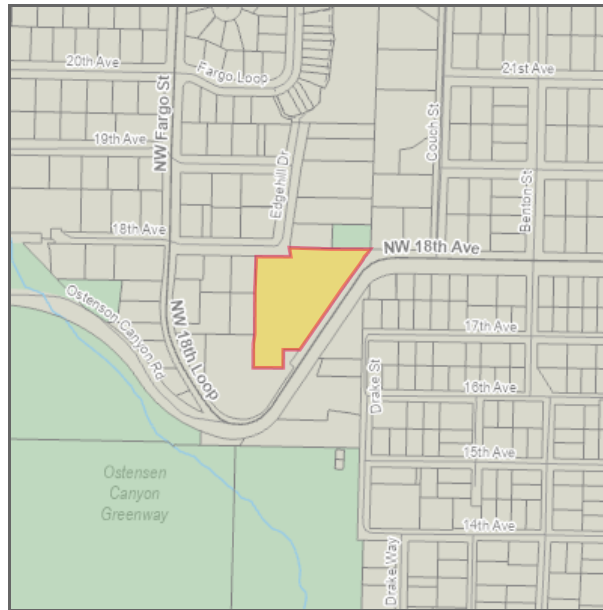
| | |
|-----------------------------------|--------------|
| School District Name | Camas |
| Elementary School Attendance Area | Helen Baller |
| Middle School Attendance Area | Liberty |
| High School Attendance Area | Camas |

Transportation

| | |
|---|-------|
| C-TRAN Public Transportation Benefit Area | Yes |
| Traffic Impact Fee (TIF) District | Camas |
| Transportation Analysis Zone | 416 |

Utilities

| | |
|-------------------------------|-------|
| CPU Lighting Utility District | n/a |
| Last Street Sweeping | n/a |
| Sewer District | Camas |
| Waste Collection Provider | n/a |
| Water District | Camas |



Environmental Public Health

| | |
|---------------------------------------|------------|
| Public Health Food Inspector District | District 2 |
| Public Health Food Plan Review Area | District B |
| Public Health WRAP Inspector District | District 1 |

Wetlands and Soil Types

| | |
|--------------------------------|--|
| Critical Aquifer Recharge Area | Category 2 Recharge Areas |
| FEMA Map / FIRM Panel | 53011C0533D |
| Flood Hazard Area | Outside Flood Area |
| Shoreline Designation | none |
| Soil Types / Class | Non-Hydric / HcB Non-Hydric / HcD Non-Hydric / Olf Non-Hydric / VaC |
| Water Resource Inventory Area | Name: SALMON-WASHOUGAL Sub-Basin: LaCamas |
| Watershed | Columbia Slope |
| Sub Watershed | Camas |
| Wetland Class | No Mapping Indicators |
| Wetland Inventory | No Mapping Indicators |

Geological Hazards

| | |
|-------------------|---|
| Geological Hazard | Areas of Potential Instability Slopes > 15% |
| Liquefaction | Very Low |
| NEHRP Class | C |
| Slope Stability | Severe Erosion Hazard Area |

Forest Practice Moratorium

| | |
|------|--|
| none | |
|------|--|

Cultural Resources

| | |
|----------------------------|-----------------------|
| Archaeological Probability | Low Moderate |
| Archaeological Site Buffer | No |
| Historic Site | No Mapping Indicators |

Habitat and Species Resources

| | |
|-----------------------------|-----------------------|
| Habitat and Species Impacts | No Mapping Indicators |
|-----------------------------|-----------------------|

Dear Mr. Deering,

In completing this Broker Price Opinion (BPO) there are a few points to take into consideration to better understand the data and methodology that were used to arrive at the enclosed evaluation. This BPO is unique in that rather than evaluating an existing parcel or home, we are evaluating a portion of an existing lot that is being considered for a boundary line adjustment. This presents a challenge in that there are far less data/comparable sales for transactions like this compared to other typical real estate transactions. That said, by using the methodology below, I believe the result is a reasonable, fair evaluation for the land in question.

The land being evaluated as described herein shall be referred to as “The Property”.

- The Property rests on the lot located at 600 NW 18th Loop, Camas, WA, 98607, and abuts the South property line of the property at 1804 NW Edgehill Drive, Camas, WA, 98607. There are drawings of The Property attached to this BPO (see attached survey work).
- The property rests in a fair/good neighborhood surrounded by homes valued from approximately \$550k-\$950k. Some of the homes in the neighborhood have views of the Columbia River and/or Mt. Hood. Camas, WA, is known for its excellent schools, scenic parks/lakes/waterways, and highly regarded community. Camas is generally considered one of the most desirable residential locations in all of SW Washington.
- The zoning of The Property is R-7.5, which is residential property planned for an average lot size of 7500 sq ft. This is a valuable zone in Camas, as residential properties on lots this size with views are highly desirable; however, because The Property is only 3045 sq ft and because the shape of the property is extremely narrow (approximately 22.5') in width, it doesn't fit the size or dimensions necessary to be a buildable lot. The limited size of The Property makes it considerably less valuable than if it were large enough and of the shape that would allow for construction of a dwelling that meets the required setbacks.
- For this purpose, the comparable sales used in this evaluation are **not** of buildable lots. This is an important point, because when evaluating \$/sq ft or \$/acre of land, the comparable sales used must be of similar highest and best use, and it would be inaccurate to include properties that allow for a use that is not possible on The Property (in the same way it would be inaccurate to include properties of a commercial or multifamily zone). In short, because The Property offers no opportunity to build a residential dwelling, it must be compared with parcels with the same limited use.
- There are other notable characteristics of The Property that drastically encumber its potential uses and value. For example, while the western-most portion of The Property is somewhat flat, generally speaking the majority of the land is severely sloped and would require extensive excavation/engineering to create any sort of enhanced use (ex. to create a yard, build a shed or shop, or expanding possible parking would all require considerable investment). Furthermore, there appears to be a utility easement and manhole sitting on The Property presently (see attached survey work), that would need to be taken into consideration and would likely limit potential non-dwelling uses. There is also an existing deck on The Property that takes up most of the usable space but is in disrepair and will require significant rehabilitation if it is to stay. (I am not attributing any value to this deck in its current condition). These characteristics all limit the possible uses of The Property, and in turn encumber its value.
- When searching for comparable sales, due to a lack of available data, I searched all of Clark County and its outlying areas, and as far back as far as 2 years to find sales comps of recreational (non-buildable) properties, which yielded 2 active listings ranging in price from \$59k to \$99k, and 6 sold listings ranging in sold price from \$15k to \$48k. The lots ranged in size from .19 acres all the way up to 30.04 acres.

- In comparing lots this size with those that are buildable it illustrates the significantly diminished value that occurs when a home cannot be built on the lot in question- it is virtually unheard of to find a buildable lot for \$15k-\$48k in Southwest Washington in our current market.
- There was another commonality that stood out about non buildable lots when reviewing the data: those that sold generally had some sort of attractive potential use (ex. campground, on a creek, next to a boat launch, etc.) that I could imagine appealing to a Buyer, and the listings all marketed these potential uses as selling points. It is difficult to imagine a similarly viable selling point for The Property. It isn't an appealing campsite as it rests in the middle of a residential neighborhood. It isn't private. It's much smaller than all the comparable sales. It doesn't sit next to a body of water or park.
- That said, it is important to note that the property does have a remarkable view, and the fact that it is in the City of Camas is a plus. These attributes are uniquely valuable in comparison to all of the comparable sales.
- Among the comps listed the price/sq ft of land ranged from \$0.06/ft to \$4.83/ft. When the highest and lowest comparable sales are removed, the remaining sales come in at \$0.32/sq ft, \$0.45/sq ft, \$1.81/sq ft, and \$2.73/sq ft respectively, with gives us an average sales price of non-buildable land of \$1.33/sq ft.
- A straight-line application of this value to The Property gives us an estimated value of **\$4,049.85**.
- That said, I would argue a more basic approach in imagining trying to sell this sliver of land would suggest a higher value. The Property does have an exceptional view, and if a Buyer did want to take on the task of rehabilitating the deck, I could imagine selling that sliver of land for more than the average \$/sq ft given its location. While I view it as unlikely, it is possible that someone might be willing to pay to have a small sliver of land with a view of the river, and a small deck they could work on as a project. My experience as a Broker informs me that this possibility must be considered, despite the available data, as this situation is truly unique. It is difficult to imagine someone paying much more than \$10,000, though, for such a small amount of land with such limited uses.

Broker's Opinion of Value for The Property: \$10,500.

All of the comparable sales, surveyor drawings, pictures of The Property, and the GIS slopes report are attached for your reference. Please contact me with any questions/feedback/concerns, or if I can be of any further assistance.

Sincerely,

Rod Wilkinson

Real Estate Broker

John L. Scott Clark County West

(360) 518-9950

RodWilkinson@johnlscott.com

rodwilkinson.johnlscott.com

John L. Scott® | REAL ESTATE



Agent Full

Lots and Land

\$99,000 20K-.99AC

0 Etna RD Woodland, WA 98674

Unit/Lot #:

Status: **Active**

DOM: 88

List Date: 5/1/2023

Acres: 0.57

MLS#: 23138725

XST/Dir: Etna Road, just beyond Cedar Creek Boat launch

Show: Vacant

Offer/Nego: Call Seller's Agent

AG: Mary Meeker

AG Ph: [360-936-5797](tel:360-936-5797)

AG Cell:

CoAgent:

CoPh:

Private: Recreational property adjacent to public boat launch, Cedar Creek Fishing Hole. Seller makes no warranties, Buyer responsible for due diligence. Seller needs a 30 day close.

Public: Recreational property adjacent to public boat launch, Cedar Creek Fishing Hole. Best access down below, off of the parking lot for boat launch. Very steep drop off from the top.

Property Details:

Additional Parcels: /

Property Type: Recreation only

County: Clark

Subdivision:

Area: 52

Zoning: R-10

Elementary: Green Mountain

Middle: Green Mountain

High: Woodland

Internet: Y

Address: Y

No Blog:

No AVM:

Availability: Sale

#Lots:

Legal: #23 SEC 12 T5N R1E

0.57A FOR ASSESSOR USE

ONLY A TT IN GOVT LOT 5 SEC

12 T5N R1EWM DAF BEG ON

THE NLY RW

Tax ID: 253091000

Seller Disc:

Other Disc:

List Type: ER

Limited Representation: N

CC&R: N

Manufactured House Okay:

View: River

Waterfront: /

Body Water:

Lot Size: 20,000 SqFt to .99 Acres

Lot Dimensions:

Lot Desc: Bluff, Brush, Wooded

Land Desc: Level, Sloped

Road Frntg:

Road Surface: Paved

Percolation Test: /

Soil Type/Class:

Soil Cond:

Current Use: Recreational

PDF Doc(s): 2

Open House:

Upcoming Open House:

Broker Tour:

Upcoming Broker Tour:

Improvements:

Utilities: None

Existing Structures: /None

Financial:

Property Tax/Yr: \$890.26 / 2022

HOA: N

Escrow Pref: Cascade Title Vancouver, Gretchen

Crop/Land Lease:

Terms: Cash

Assoc. Am:

Spcl Asmt Balance: Dues:

Tax Deferral: N
BAC: \$ 2000

Other Dues:

Short Sale: N
\$ Pre-Approv:

3rd Party: N

Total Comm Differs: N
Bankruptcy (WA): N
Bank Owned/Real Estate
Owned: N

Broker/Agent Data:

Agent: Mary Meeker Agent Lic: 23236 Agent Ph: [360-936-5797](tel:3609365797) Agent Cell: SAID:

Item 4.

IA

Email(s) Agent: maryameeker@gmail.com OFC: jkjoneswre@outlook.com

CoAgent: CoSAID: CoBRCD: CoPh:

CoAgent Email:

Office: Woodland Real Estate Office Lic: 2120 Office Ph: [360-225-8278](tel:3602258278) Agent Ext: Fax: 360-225-8279

Office Email: jkjoneswre@outlook.com

BRCD: 4WRE01 FIRPTA: N WUCIO: N

Owner(s): VOGES MICHAEL Tenant/Other: Owner Phone:

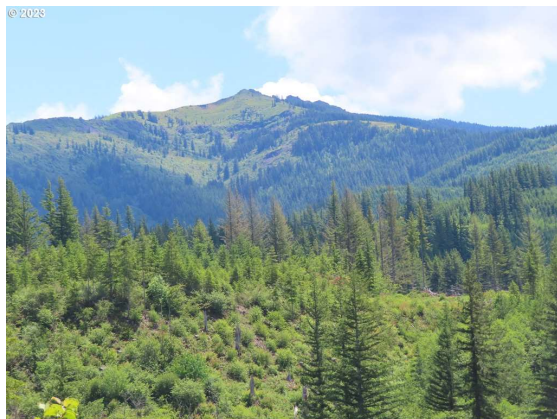
Tran: 5/1/2023 Exp: Tenant/Other Phone:

Poss: Close Of Escrow

Comparable Information:

Original Price: \$99,000

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SCHOOL AVAILABILITY SUBJECT TO CHANGE.



Agent Full

Lots and Land

7/28/23

Item 4.

PM

\$59,900 5-6.99AC
 L-1100 RD Yacolt, WA 98675
 Unit/Lot #: 1
 Status: **Active**
 List Date: 6/25/2023

DOM: 33
 Acres: 5
 MLS#: 23143251

XST/Dir: see attached documents

Show: See Remarks,
 Vacant
Offer/Nego: Call Seller's
 Agent
AG: Curt Christopherson
AG Ph: [253-640-2121](tel:253-640-2121)
AG Cell:
CoAgent:
CoPh:

Private: DFL tax status buyer must continue this classification at closing or pay for removal. Could be hard to find if you're not use to selling land, use GPS 45.80055 -122.27533. The property is 8 miles off the pavement on the L-1100 road a very drivable road. Stay on the main L-1100 Rd then left on the L-1195 Rd. at approx the 6 mi mark then another 1.5 mi. then left. Property is 1000' walk in to Lot 1 until the seller clears the debris on the DNR land. No survey, property markers onsite are approximate

Public: Off grid very remote & very beautiful 5 acres of recreational property that is located under 60 miles from Portland OR. The property offers level to gently sloping terrain with views of the Cascade Mountains. Access is by the L1100 road using a Dept. of Natural Resources road use permit. Best use for the property is camping, hunting, hiking & growing timber, due diligence is the buyer's responsibility. Property markers are approximate and not part of a survey. Best bet to find this property using a map & directions combined with the GPS coordinates which are 45.80055 -122.27533. Owner terms available

Property Details:

| | | | |
|---------------------------------------|--|-------------------------------------|------------------------------|
| Additional Parcels: / | Availability: Sale | Lot Size: 5 to 6.99 Acres | PDF Doc(s): 2 |
| Property Type: Recreation only | #Lots: | Lot Dimensions: | Open House: |
| County: Clark | Legal: #1 SEC 26 T4NR4EWM | Lot Desc: Reproduced Timber, | Upcoming Open House: |
| Subdivision: | 15A FOR ASSESSOR USE ONLY | Secluded, Trees, Wooded | Broker Tour: |
| Area: 66 | S 12 OF N 12 OF NW 14 OF SE | Land Desc: Gentle Sloping, | Upcoming Broker Tour: |
| Zoning: Forest | 14 N 12 OF N 12 OF S 1 2 OF | Level | |
| Elementary: Yacolt | NW | Road Frntg: | |
| Middle: Amboy | Tax ID: 249742000 | Road Surface: Dirt, Gravel | |
| High: Battle Ground | Seller Disc: Disclosure | Percolation Test: / | |
| Internet: Y | Other Disc: | Soil Type/Class: | |
| Address: Y | List Type: ER | Soil Cond: Native | |
| No Blog: | Limited Representation: N | Current Use: Recreational, | |
| No AVM: | CC&R: N | Timber | |
| | Manufactured House Okay: | | |
| | View: Mountain(s), Territorial, | | |
| | Trees/Woods | | |
| | Waterfront: / | | |
| | Body Water: | | |

Improvements:

Utilities: None
Existing Structures: /

Financial:

| | | | |
|--|---------------------------|-----------------------------|-------------------------------|
| Property Tax/Yr: \$29.10 / 2023 | Spcl Asmt Balance: | Tax Deferral: Y, DFL | Short Sale: N |
| HOA: N | Dues: | BAC: % 3.5 | \$ Pre-Approv: |
| Escrow Pref: | | Other Dues: | 3rd Party: N |
| Crop/Land Lease: | | | |
| Terms: Cash, Contract, Owner Will Carry | | | Total Comm Differs: N |
| Assoc. Am: | | | Bankruptcy (WA): N |
| | | | Bank Owned/Real Estate |
| | | | Owned: N |

Broker/Agent Data:

Agent: Curt Christopherson

Agent Lic: 98314

Agent Ph: [253-640-2121](tel:253-640-2121)

Agent Cell:

SAID:

Item 4.

Email(s) Agent: seaportrealty@gmail.com

CoAgent:

CoSAID:

CoBRCD:

CoPh:

CoAgent Email:

Office: Sea-Port Realty Inc.

Office Lic: 18114

Office Ph: [360-515-7838](tel:360-515-7838)

Agent Ext:

Fax: 360-864-2903

Office Email:

BRCD: 4SPT01

FIRPTA: N

WUCIO: N

Owner(s): HOLBROOK FAMILY LLC

Tenant/Other:

Owner Phone:

Tran: 6/30/2023

Exp:

Tenant/Other Phone:

Poss:

Comparable Information:

Original Price: \$69,900

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SCHOOL AVAILABILITY SUBJECT TO CHANGE.



Agent Full

Lots and Land

7/28/2022 Item 4. PM**\$48,000** 3-4.99AC**38100 NE SUNSET FALLS RD** Yacolt, WA 98675

Unit/Lot #:

Status: **Sold**

List Date: 10/14/2022

DOM: 6

Acres: 3.48

MLS#: 22055362

XST/Dir: 38100 NE Sunset Falls Rd

Show: Vacant

Offer/Nego: Call Seller's Agent

AG: Justin McClellan

AG Ph: [360-609-6380](tel:360-609-6380)

AG Cell:

CoAgent:

CoPh:

Private: Buyer paid part of sellers closing costs. Pre escrow open with Mark Korpela at Chicago Title. Property is a legal lot per Clark County but seller does not think it's buildable due to topography and stream setbacks.

Public: 3+ acres or recreational land backed up to 1,000's of acres of Weyerhaeuser land and across the road from the East Fork of the Lewis River! Lots of hiking, biking, hunting, fishing, and other recreational opportunities nearby! Close by is Bells Mountain, Tarbell, Hidden Falls, Silver Star, Moulton Falls, Lucia Falls and more! This may be just right for your recreational property. Less than 30 minutes to Battle Ground! Owner will carry a contract with the right terms.

Property Details:

Additional Parcels: N/

Availability: Sale

Lot Size: 3 to 4.99 Acres

Property Type: Recreation only

#Lots: 1

Lot Dimensions:

Open House:

County: Clark

Legal: #5 SEC 23 T4N R4EWM

Lot Desc: Stream, Wooded

Upcoming Open House:

Subdivision:

3.48A M/L THT PTN OF E1/2 OF

Land Desc: Level, Sloped, Steep

Broker Tour:

Area: 66

SE1/4 OF NW1/4 LYN N OF CO

Slope

Upcoming Broker Tour:

Zoning: FR-80

RD #12 EXC #20

Road Frntg:

Elementary: Yacolt

Tax ID: 249116000

Road Surface: Paved

Middle: Amboy

Seller Disc:

Percolation Test: /

High: Battle Ground

Other Disc:

Soil Type/Class:

Internet: Y

List Type: ER

Soil Cond: Native

Address: Y

Limited Representation: N

Current Use: Raw Land

No Blog:

CC&R:

No AVM:

Manufactured House Okay:

View: Territorial, Trees/Woods

Waterfront: /

Body Water:

Improvements:

Utilities: Electricity Available

Existing Structures: N/

Financial:

Property Tax/Yr: \$271.71 / 2021

Spcl Asmt Balance: Dues:

Tax Deferral: N BAC: \$ 2000

Short Sale: N \$ Pre-Approv:

HOA: N

Escrow Pref: Mark Korpela, Chicago Title

Other Dues:

3rd Party: N

Crop/Land Lease:

Terms: Cash, Farm Credit Service, Contract

Total Comm Differs: N

Assoc. Am:

Bankruptcy (WA): N

Bank Owned/Real Estate

Owned: N

Broker/Agent Data:

Agent: Justin McClellan Agent Lic: 23019813 Agent Ph: [360-609-6380](tel:360-609-6380) Agent Cell: SAID:

Item 4.

Email(s) Agent: justin@blackhawk.team OFC: Notices@PRSadmin.com

CoAgent: CoSAID: CoBRCD: CoPh:

CoAgent Email:

Office: Professional Office Lic: 24458 Office Ph: [888-302-5550](tel:888-302-5550) Agent Ext: Fax: 509-241-0336

Realty Services International, Inc.

Office Email: Notices@PRSadmin.com

BRCD: 4PRW01 FIRPTA: N WUCIO: N

Owner(s): Wolf Industries Tenant/Other: Owner Phone:

Tran: 10/28/2022 Exp: Tenant/Other Phone:

Poss:

Comparable Information:

| | | | |
|--------------------------|--------------------------|---------------------------|---------------------------|
| Pending Date: 10/20/2022 | Original Price: \$48,000 | CDOM: 6 | %SP/OLP: 100 |
| Sold Date: 10/28/2022 | List Price: \$48,000 | BAID: NONRMLS | %SP/LP: 100 |
| Terms: Contract | Sold Price: \$48,000 | B/Agt: OR and WA Non Rmls | B/Off: NMLS01 |
| | | | B/Off Phone: 503-236-7657 |

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SCHOOL AVAILABILITY SUBJECT TO CHANGE.

7/28/2022 Item 4. PM

Agent Full

Lots and Land

\$15,000 7K-9,999SF

10 Kellogg RD Ariel, WA 98603

Unit/Lot #:

Status: **Sold**

DOM: 31

List Date: 2/14/2023

Acres: 0.19

MLS#: 23453497

XST/Dir: Hwy 503/Lewis River Road to Thurman Ave
to Kellogg Road[VirtualTour #1](#)**Show:** See Remarks,
Vacant**Offer/Nego:** Call Seller's
Agent**AG:** Erica L Rodman**AG Ph:** [360-281-0768](tel:360-281-0768)**AG Cell:****CoAgent:****CoPh:****Private:** Address is the LOT # for identification purposes; and is not the actual address.**Public:** Recreational lot on Brooks Creek in Ariel-home of DB Cooper lore & legend! In addition to being a beautiful & quiet retreat w/yr long fun; the property is located around the corner to excellent access to Lake Merwin/Speelyai Bay so you can boat, kayak, fish & recreate to you hearts content. Also just a 30 min. drive to the Ape Caves, Gifford Pinchot Natl Forest & Mt. St. Helens! Excellent location for a weekend getaway. Additional-adjacent lots available. Year round fun await!

Property Details:

| | | | |
|---------------------------------------|--|---|------------------------------|
| Additional Parcels: N/ | Availability: Sale | Lot Size: 7,000 to 9,999 SqFt | PDF Doc(s): 4 |
| Property Type: Recreation only | #Lots: 1 | Lot Dimensions: 114 x 61 | Open House: |
| County: Cowlitz | Legal: 570 (TURNER HAVEN) -10 | Lot Desc: Brush, Stream, Trees, Wooded | Upcoming Open House: |
| Subdivision: | 23 -6N -3E | Land Desc: Gentle Sloping, Level | Broker Tour: |
| Area: 81 | Tax ID: EM2321010 | Road Frntg: Y | Upcoming Broker Tour: |
| Zoning: UZ | Seller Disc: Disclosure | Road Surface: Paved | |
| Elementary: Yale | Other Disc: | Percolation Test: N/ | |
| Middle: Woodland | List Type: ER | Soil Type/Class: | |
| High: Woodland | Limited Representation: N | Soil Cond: Native | |
| Internet: Y | CC&R: Y | Current Use: Recreational | |
| Address: Y | Manufactured House Okay: | | |
| No Blog: Y | View: Creek/Stream, Territorial | | |
| No AVM: Y | Waterfront: Y/Creek | | |
| | Body Water: Brooks Creek | | |

Improvements:

Utilities: Phone Available, Electricity Available**Existing Structures:** Y/Driveway

Financial:

| | | | |
|---|---------------------------|------------------------|--|
| Property Tax/Yr: \$346.82 / 2022 | Spcl Asmt Balance: | Tax Deferral: N | Short Sale: N |
| HOA: N | Dues: | BAC: % 2.75 | \$ Pre-Approv: N |
| Escrow Pref: Cascade Title | | Other Dues: | 3rd Party: N |
| Crop/Land Lease: N | | | |
| Terms: Cash, Conventional | | | Total Comm Differs: N |
| Assoc. Am: | | | Bankruptcy (WA): N |
| | | | Bank Owned/Real Estate Owned: N |

Broker/Agent Data:

Agent: Erica L Rodman Agent Lic: 18852 Agent Ph: [360-281-0768](tel:360-281-0768) Agent Cell: SAID:

Item 4.

 ER

Email(s) Agent: ericalrodmanwre@outlook.com OFC: jkjoneswre@outlook.com

CoAgent: CoSAID: CoBRCD: CoPh:

CoAgent Email:

Office: Woodland Real Estate Office Lic: 2120 Office Ph: [360-225-8278](tel:360-225-8278) Agent Ext: Fax: 360-225-8279

Office Email: jkjoneswre@outlook.com

BRCD: 4WRE01 FIRPTA: N WUCIO: N

Owner(s): LEE JANICE K, LEE KENT Tenant/Other: Owner Phone:

Tran: 3/30/2023 Exp: Tenant/Other Phone:

Poss: Close Of Escrow

Comparable Information:

| | | | |
|-------------------------|--------------------------|-------------------|---------------------------|
| Pending Date: 3/17/2023 | Original Price: \$29,000 | CDOM: 31 | %SP/OLP: 51.72 |
| Sold Date: 3/30/2023 | List Price: \$29,000 | BAID: RVDAVIS | %SP/LP: 51.72 |
| Terms: Cash | Sold Price: \$15,000 | B/Agt: Rick Davis | B/Off: 4WEI01 |
| | | | B/Off Phone: 360-253-1212 |

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SCHOOL AVAILABILITY SUBJECT TO CHANGE.

7/28/2022 Item 4. PM

Agent Full

Lots and Land

\$25,000 7K-9,999SF

8 Kellogg RD Ariel, WA 98603

Unit/Lot #:

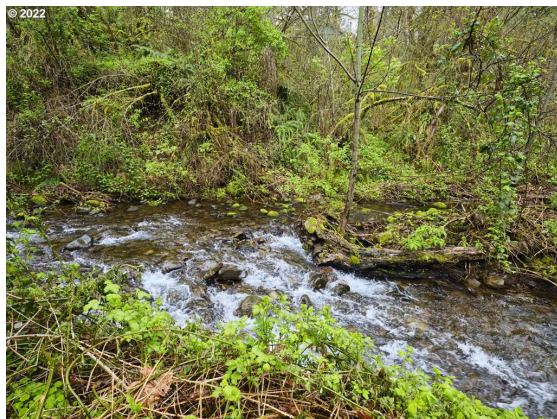
Status: **Sold**

DOM: 23

List Date: 2/14/2023

Acres: 0.21

MLS#: 23652396

XST/Dir: Hwy 503/Lewis River Road to Thurman Ave
to Kellogg Rd**Show:** See Remarks,
Vacant**Offer/Nego:** Call Seller's
Agent**AG:** Erica L Rodman**AG Ph:** [360-281-0768](tel:360-281-0768)**AG Cell:****CoAgent:****CoPh:****Private:** Adjacent parcels also available. Address is the LOT # for identification purposes--not the ACTUAL address.**Public:** Gorgeous opportunity to own along Brooks Creek. Make this your private get-away just a short stroll to the Speeplai Launch on Lake Merwin. This lot provides seclusion & is perfect for you to set up your own private camping spot. No more making reservations! You can enjoy this rural sanctuary any time! Driveway is in, power is at the road. This lot is recreational ONLY; but County allows installation of a septic & well for your recreational use. Adjacent lots also available; friends &/or family?!

Property Details:

Additional Parcels: N/**Availability:** Sale**Lot Size:** 7,000 to 9,999 SqFt**PDF Doc(s):** 4**Property Type:** Recreation only**#Lots:** 1**Lot Dimensions:** 144 x 86**Open House:****County:** Cowlitz**Legal:** 570 (TURNER HAVEN) -8**Lot Desc:** Cleared, Stream,**Upcoming Open House:****Subdivision:**

23 -6N -3E

Wooded

Broker Tour:**Area:** 81**Tax ID:** EM2321008**Land Desc:** Gentle Sloping,**Upcoming Broker Tour:****Zoning:** UZ**Seller Disc:** Disclosure

Level

Elementary: Yale**Other Disc:****Road Frntg:** Y**Middle:** Woodland**List Type:** ER**Road Surface:** Paved**High:** Woodland**Limited Representation:** N**Percolation Test:** N/**Internet:** Y**CC&R:** Y**Soil Type/Class:****Address:** Y**Manufactured House Okay:****Soil Cond:** Native**No Blog:** Y**View:** Creek/Stream, Territorial**Current Use:** Raw Land,**No AVM:** Y**Waterfront:** Y/Creek

Recreational

Body Water: Brooks Creek

Improvements:

Utilities: Phone Available, Electricity Available**Existing Structures:** Y/Driveway

Financial:

Property Tax/Yr: \$346.82 /
2022**Spcl Asmt Balance:**
Dues:**Tax Deferral:** N
BAC: % 2.75**Short Sale:** N
\$ Pre-Approv: N**HOA:** N**Other Dues:****3rd Party:** N**Escrow Pref:** Cascade Title**Crop/Land Lease:** N**Terms:** Cash, Conventional**Total Comm Differs:** N**Assoc. Am:****Bankruptcy (WA):** N**Bank Owned/Real Estate****Owned:** N

Broker/Agent Data:

Agent: Erica L Rodman Agent Lic: 18852 Agent Ph: [360-281-0768](tel:360-281-0768) Agent Cell: SAID:

Item 4.

 ER

Email(s) Agent: ericalrodmanwre@outlook.com OFC: jkjoneswre@outlook.com

CoAgent: CoSAID: CoBRCD: CoPh:

CoAgent Email:

Office: Woodland Real Estate Office Lic: 2120 Office Ph: [360-225-8278](tel:360-225-8278) Agent Ext: Fax: 360-225-8279

Office Email: jkjoneswre@outlook.com

BRCD: 4WRE01 FIRPTA: N WUCIO: N

Owner(s): LEE JANICE K, LEE KENT Tenant/Other: Owner Phone:

Tran: 3/23/2023 Exp: Tenant/Other Phone:

Poss: Close Of Escrow

Comparable Information:

| | | | |
|------------------------|--------------------------|-------------------|---------------------------|
| Pending Date: 3/9/2023 | Original Price: \$35,000 | CDOM: 23 | %SP/OLP: 71.43 |
| Sold Date: 3/23/2023 | List Price: \$35,000 | BAID: RVDAVIS | %SP/LP: 71.43 |
| Terms: Cash | Sold Price: \$25,000 | B/Agt: Rick Davis | B/Off: 4WEI01 |
| | | | B/Off Phone: 360-253-1212 |

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SCHOOL AVAILABILITY SUBJECT TO CHANGE.

7/28/2022 **Item 4.** PM

Agent Full

Lots and Land

\$35,000 1-2.99AC

14836 LEWIS RIVER RD Ariel, WA 98603

Unit/Lot #:

Status: **Sold**

DOM: 105

List Date: 7/14/2022

Acres: 1.79

MLS#: 22528289

XST/Dir: Lewis River Rd. marked by directional sign

Show: Text Seller's Agent,
Vacant**Offer/Nego:** Call Seller's
Agent**AG:** Justin Underwood**AG Ph:** [360-333-5706](tel:360-333-5706)**AG Cell:** [360-333-5706](tel:360-333-5706)**CoAgent:****CoPh:**

Private: Appraisers: lot recreational use only no power, no utilities, not possible to build on, in a flood plain. Property also needed extensive lot line adjustment with two neighboring properties.

Public: Your own private campground near Lake Merwin! Enjoy creek side camping near Yale reservoir and Speelyai Bay Park. Near Cougar store and restaurants, you can resupply quickly. Level lot features creek frontage to Yale creek. Lot is recreational only, no utilities and cannot be built one. Seller is in process of lot line adjustment.

Property Details:

Additional Parcels: /**Availability:** Sale**Lot Size:** 1 to 2.99 Acres**PDF Doc(s):** 3**Property Type:** Recreation only**#Lots:****Lot Dimensions:****Open House:****County:** Cowlitz**Legal:** 17 -6N -4E T-8C-1,9A-2,8C-2 INCL T-9A-2,8C-2 WAS ER1709007 IN 86 & PRIOR YEARS.**Lot Desc:** Flood Zone, Private, Stream, Trees, Wooded**Upcoming Open House:****Subdivision:****Tax ID:** ER1708010**Land Desc:** Below Flood Plain, Level**Broker Tour:****Area:** 81**Seller Disc:****Road Frntg:****Upcoming Broker Tour:****Zoning:** UZ**Other Disc:****Road Surface:** Gravel**Elementary:** Yale**List Type:** ER**Percolation Test:** /**Middle:** Woodland**Limited Representation:** N**Soil Type/Class:****High:** Woodland**CC&R:****Soil Cond:** Native**Internet:** Y**Manufactured House Okay:****Current Use:** Recreational**Address:** Y**View:** Creek/Stream, Territorial, Trees/Woods**No Blog:****Waterfront:** /**No AVM:****Body Water:**

Improvements:

Utilities: None**Existing Structures:** N/

Financial:

Property Tax/Yr: \$758.68 / 2021**Spcl Asmt Balance:**
Dues:**Tax Deferral:** N
BAC: % 3**Short Sale:** N
\$ Pre-Approv:**HOA:** N**Other Dues:****3rd Party:** N**Escrow Pref:** Sandy Fromm - Stewart Longview**Crop/Land Lease:****Terms:** Cash**Total Comm Differs:** N**Assoc. Am:****Bankruptcy (WA):** N**Bank Owned/Real Estate****Owned:** N

Broker/Agent Data:

Agent: Justin Underwood Agent Lic: 88418 Agent Ph: [360-333-5706](tel:360-333-5706) Agent Cell: [360-333-5706](tel:360-333-5706) SAID: U

Email(s) Agent: justinunderwood@johnlscott.com OFC: notices.vancouver@johnlscott.com

CoAgent: CoSAID: CoBRCD: CoPh:

CoAgent Email:

Office: John L. Scott Real Estate Office Lic: 101734 Office Ph: [360-253-4100](tel:360-253-4100) Agent Ext: Fax: 360-944-1397

Office Email: notices.vancouver@johnlscott.com

BRCD: 4JLS03 FIRPTA: N WUCIO: N

Owner(s): Ronald Yankee Tenant/Other: Owner Phone:

Tran: 12/28/2022 Exp: Tenant/Other Phone:

Poss:

Comparable Information:

| | | | |
|--------------------------|--------------------------|---------------------------|---------------------------|
| Pending Date: 10/27/2022 | Original Price: \$79,900 | CDOM: 105 | %SP/OLP: 43.8 |
| Sold Date: 12/16/2022 | List Price: \$79,900 | BAID: NONRMLS | %SP/LP: 43.8 |
| Terms: Cash | Sold Price: \$35,000 | B/Agt: OR and WA Non Rmls | B/Off: NMLS01 |
| | | | B/Off Phone: 503-236-7657 |

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SCHOOL AVAILABILITY SUBJECT TO CHANGE.

7/28/2022 **Item 4.** PM

Agent Full

Lots and Land

\$40,000 7K-9,999SF

9 Kellogg RD Ariel, WA 98603

Unit/Lot #:

Status: **Sold**

DOM: 23

List Date: 2/14/2023

Acres: 0.19

MLS#: 23555179

XST/Dir: Hwy 503/Lewis River Rd to Thurman Ave to Kellogg Rd.

[VirtualTour #1](#)**Show:** See Remarks, Vacant**Offer/Nego:** Call Seller's Agent**AG:** Erica L Rodman**AG Ph:** [360-281-0768](tel:360-281-0768)**AG Cell:****CoAgent:****CoPh:****Private:** Adjacent lots also available. Address is the "LOT #" for identification purposes; not the actual address.**Public:** Camping site on the creek already for you to start using! Pull your trailer in, connect to the power on site & start enjoying the good life on Brooks Creek! Speeylai Bay boat launch right down the road on Merwin Reservoir, perfect for strolls, to launch your boat/ kayak & great Kokanee fishing too! Property is recreational only & permanent residential structures are not allowed. Adjacent lots available. Pristine; see why this is called Turner "Haven".

Property Details:

Additional Parcels: N/**Availability:** Sale**Lot Size:** 7,000 to 9,999 SqFt**PDF Doc(s):** 4**Property Type:** Recreation only**#Lots:****Lot Dimensions:** 140 x 76**Open House:****County:** Cowlitz**Legal:** 570 (TURNER HAVEN) -9**Lot Desc:** Brush, Cleared,**Upcoming Open House:****Subdivision:**

23 -6N -3E

Stream, Trees, Wooded

Broker Tour:**Area:** 81**Tax ID:** EM2321009**Land Desc:** Gentle Sloping,**Upcoming Broker Tour:****Zoning:** UZ**Seller Disc:** Disclosure

Level

Elementary: Yale**Other Disc:****Road Frntg:** Y**Middle:** Woodland**List Type:** ER**Road Surface:** Paved**High:** Woodland**Limited Representation:** N**Percolation Test:** N/**Internet:** Y**CC&R:** Y**Soil Type/Class:****Address:** Y**Manufactured House Okay:****Soil Cond:** Native**No Blog:** Y**View:** Creek/Stream, Territorial,**Current Use:** Raw Land,**No AVM:** Y

Trees/Woods

Recreational

Waterfront: Y/Creek**Body Water:**

Improvements:

Utilities: Phone Available, Electricity Available**Existing Structures:** Y/Driveway, Slab

Financial:

Property Tax/Yr: \$346.82 / 2022**Spcl Asmt Balance:**
Dues:**Tax Deferral:** N
BAC: % 2.75**Short Sale:** N
\$ Pre-Approv: N**HOA:** N**Other Dues:****3rd Party:** N**Escrow Pref:** Cascade Title**Crop/Land Lease:** N**Terms:** Cash, Conventional**Total Comm Differs:** N**Assoc. Am:****Bankruptcy (WA):** N**Bank Owned/Real Estate****Owned:** N

Broker/Agent Data:

Agent: Erica L Rodman Agent Lic: 18852 Agent Ph: [360-281-0768](tel:360-281-0768) Agent Cell: SAID:

Item 4.

 ER

Email(s) Agent: ericalrodmanwre@outlook.com OFC: jkjoneswre@outlook.com

CoAgent: CoSAID: CoBRCD: CoPh:

CoAgent Email:

Office: Woodland Real Estate Office Lic: 2120 Office Ph: [360-225-8278](tel:360-225-8278) Agent Ext: Fax: 360-225-8279

Office Email: jkjoneswre@outlook.com

BRCD: 4WRE01 FIRPTA: N WUCIO: N

Owner(s): LEE JANICE K, LEE KENT Tenant/Other: Owner Phone:

Tran: 3/23/2023 Exp: Tenant/Other Phone:

Poss: Close Of Escrow

Comparable Information:

| | | | |
|------------------------|--------------------------|-------------------|---------------------------|
| Pending Date: 3/9/2023 | Original Price: \$50,000 | CDOM: 23 | %SP/OLP: 80 |
| Sold Date: 3/23/2023 | List Price: \$50,000 | BAID: RVDAVIS | %SP/LP: 80 |
| Terms: Cash | Sold Price: \$40,000 | B/Agt: Rick Davis | B/Off: 4WEI01 |
| | | | B/Off Phone: 360-253-1212 |

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SCHOOL AVAILABILITY SUBJECT TO CHANGE.

7/28/2021 **Item 4.** PM

Agent Full

Lots and Land

\$75,000 20-49.99AC

0 Dike RD Woodland, WA 98674

Unit/Lot #:

Status: **Sold**

DOM: 114

List Date: 4/28/2021

Acres: 30.04

MLS#: 21331227

XST/Dir: Exit 22, West on Dike Rd, at split take a right

Show: Vacant

Offer/Nego: Call Seller's Agent

AG: Jessica Honore

AG Ph: [360-601-5776](tel:360-601-5776)

AG Cell:

CoAgent: Marsha Thomas-Carney

CoPh: [360-601-1410](tel:360-601-1410)

Private: Listing Agent related to Seller. Prelim w/WFG-Kim Jones, Plz Honor. Include all 3 tax parcels in offer WB0209002, WB0304001 & WB0316001. Buyer to do due-diligence. Only access is by boat, there is no road access.

Public: Unique opportunity to own your own piece of island in the Columbia River off of Dike Rd in Woodland. Could be a recreational paradise with camping, boating and fishing on weekends. AG zoning and in floodzone. Buyer to do due-diligence - check with county to know regulations for any building.

Property Details:

Additional Parcels: Y/

Availability: Sale

Lot Size: 20 to 49.99 Acres

PDF Doc(s): 3

Property Type: Recreation only

#Lots: 3

Lot Dimensions:

Open House:

County: Cowlitz

Legal: 3 -5N -1W T-4,7 LOTS

Lot Desc: Flag Lot, Flood Zone, Trees

Upcoming Open House:

Subdivision:

10,11 EXC SUPER HWY AND
EXC 20 FT STRIP N FRONT EXC
T-7A IN FILE 423,488.

Land Desc: Below Flood Plain

Broker Tour:

Area: 81

Tax

Road Frntg:

Upcoming Broker Tour:

Zoning: AG

ID: WB0304001 WB0209002
WB0316001

Road Surface: Unimproved

Percolation Test: N/

Soil Type/Class:

Soil Cond: Native

Current Use: Agricultural, Raw
LandElementary: Woodland,
Woodland

Middle: Woodland

High: Woodland

Internet: Y

Address: Y

No Blog: N

No AVM: N

Seller Disc: Disclosure

Other Disc:

List Type: ER

Limited Representation: N

CC&R:

Manufactured House Okay:

View: River

Waterfront: Y/River Front

Body Water: Columbia River

Improvements:

Utilities: None

Existing Structures: N/

Financial:

Property Tax/Yr: \$329.86 /
2021Spcl Asmt Balance:
Dues:Tax Deferral: N
BAC: % 2.25Short Sale: N
\$ Pre-Approv:

HOA: N

Other Dues:

3rd Party: N

Escrow Pref: Kim Jones - WFG

Crop/Land Lease: N

Terms: Cash

Assoc. Am:

Total Comm Differs: N

Bankruptcy (WA): N

Bank Owned/Real Estate

Owned: N

Broker/Agent Data:

Agent: Jessica Honore Agent Lic: 113358 Agent Ph: [360-601-5776](tel:360-601-5776) Agent Cell: SAID: J

Item 4.

¹

Email(s) Agent: jessica.honore@live.com OFC: vanmall@equitygroup.com

CoAgent: Marsha Thomas- CoSAID: THOMASCA CoBRCD: 4EQT56 CoPh: [360-601-1410](tel:360-601-1410)

Carney

CoAgent Email: Marsha@MarshaCarney.com

Office: RE/MAX Equity Office Lic: 20041 Office Ph: [360-882-6000](tel:360-882-6000) Agent Ext: Fax: 360-882-3600

Group

Office Email: vanmall@equitygroup.com

BRCD: 4EQT45 FIRPTA: N WUCIO: N

Owner(s): CATES BERRICK CLARK JR Tenant/Other: Owner Phone:

Tran: 11/22/2021 Exp: Tenant/Other Phone:

Poss: Close Of Escrow

Comparable Information:

| | | | |
|-------------------------|--------------------------|---------------------------|---------------------------|
| Pending Date: 8/20/2021 | Original Price: \$90,000 | CDOM: 114 | %SP/OLP: 83.33 |
| Sold Date: 11/15/2021 | List Price: \$90,000 | BAID: NONRMLS | %SP/LP: 83.33 |
| Terms: Cash | Sold Price: \$75,000 | B/Agt: OR and WA Non Rmls | B/Off: NMLS01 |
| | | | B/Off Phone: 503-236-7657 |

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SCHOOL AVAILABILITY SUBJECT TO CHANGE.

PICTURES OF "THE PROPERTY"





Staff Report

December 4, 2023 Council Workshop Meeting

2024 Clark County Transportation Alliance Policy Statement

Presenter: Steve Wall, Public Works Director

Time Estimate: 10 minutes

| Phone | Email |
|--------------|----------------------|
| 360.817.7899 | swall@cityofcamas.us |

SUMMARY: For the past 20+ years, various agencies around the County have met in the fall of each year, prior to the State's Legislative Session, to roundtable on governmental policies of interest, lobbying efforts and transportation related projects. Through the years, Identity Clark County has taken the lead in organizing the efforts around a unified message regarding transportation and has led the development of what's become known as the Clark County Transportation Alliance (CCTA) and its associated Policy Statement. The agencies and groups participating in the CCTA have grown substantially through the years and have typically developed a joint annual policy statement on transportation priorities including "next up" priority projects across southwest Washington. A strong and unified voice increases the chances that our region will receive state and federal funding for critical infrastructure projects and priorities, which we need to keep our citizens, freight, commerce, guests and economy moving safely and efficiently.

The attached draft document was developed in partnership with stakeholders and with technical support from the SW Regional Transportation Council. As shown in the attached, each City included two high priority projects that are highlighted as part of the region's priorities. Two projects associated with the SR500/Everett Corridor and one project for replacement of the SR14 Slough Bridge have been included that would directly benefit the citizens of Camas. Not to be overlooked are the broader policy statements supporting funding for Operations and Maintenance (including preservation), and Safety Program Enhancements, which would also greatly benefit Camas residents and businesses.

BUDGET IMPACT: There is no direct budget impact associated with this agenda item as it is only a policy statement. However, the Statement does include and support three significant transportation projects for the City of Camas; two along the Everett Corridor and replacement of the SR14 Slough Bridge. Additionally, the Statement includes support for additional funding for Safety and Preservation related projects; both of which would benefit the citizens of Camas.

RECOMMENDATION: Staff recommends that Council endorse the 2024 Clark County Transportation Alliance Policy Statement. This item has also been placed on the December 4, 2023 Consent Agenda for Council's consideration.

Clark County Transportation Alliance

2024 Policy Statement

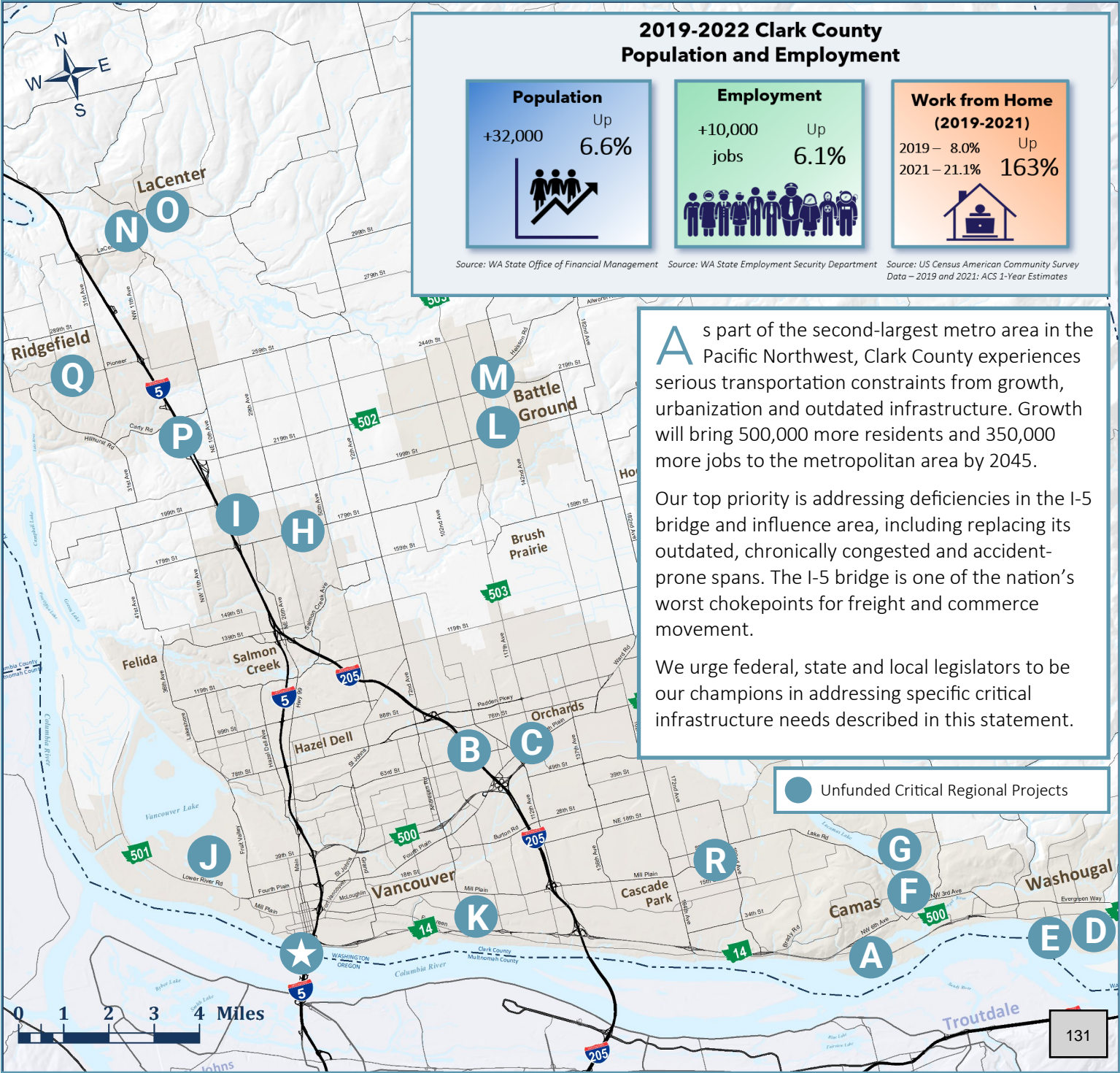
Clark County Transportation Alliance

2024 Policy Statement

Item 5.

[ENDORISING ORGANIZATION LOGOS HERE]

[LIST OF ENDORISING ORGANIZATIONS HERE]



A CALL TO FURTHER ACTION

I-5 Bridge Replacement and Influence Area Improvements



Action #1

Support Timely I-5 Bridge Replacement: We fully support replacement of the I-5 bridges and related corridor improvements:

- **Supplemental EIS:** support timely completion of studies, reports and permit applications
- **Bi-state legislative consensus:** drive toward regional consensus for long-term solution responsive to economic prosperity, climate stewardship, social equity and local workforce opportunities
- **Funding commitments:** secure balanced project funding including emerging federal bridge and transit grants, commitments from both states and local contributions

The I-5 bridge spans are functionally obsolete, seismically vulnerable and require outsized maintenance investments to remain operational. A bi-state approach focused on practical solutions to improve mobility throughout this primary freight, commerce and commuter corridor is a regional imperative congruent with the 2002 I-5 Corridor Strategic Plan.



107-year old I-5 Bridge

Regional Maintenance and Operations Needs

Action #2

Pursue Funding to Advance State of Good Repair and Operations: carefully evaluate recommendations of the Joint Transportation Committee's Statewide Transportation Needs Assessment, and consider enhanced and new funding models (e.g. road-usage charge).

Fund Critical Area Operations: dedicate additional maintenance, planning and traffic operations funds for critical urban areas (SR-14, SR-500, I-5, I-205) to optimize safety and mobility on our existing system.

The 2022 Move Ahead Washington package was a welcome down payment on our maintenance and preservation backlog. Additional funding is needed to support our regional economy and community with an optimized transportation network.

Target Zero and Safety Program Enhancements

Action #3

We fully support rapid deployment of high impact state and federal resources to stem the tide of fatal and serious injury crashes on regional and local roadways. Inaction annually costs Washingtonians \$18.1B inclusive of medical care, emergency services, market productivity and other incident-related expenses (FHWA).

Prioritize grant and program enhancements for:

- Safe Routes to Schools, Complete Streets and Active Transportation programs
- State and federal local road safety planning and implementation grants
- Public awareness programs deployed by local agencies and the Washington Traffic Safety Commission
- Expand resources and tools for traffic enforcement

Facilitating Transportation Mobility, Economic Growth and Equity

We urge legislators to embrace the following priorities where possible:

- Support funding to adequately maintain the Columbia River marine highway shipping channel for the next 20-years, and for ongoing implementation of the channel maintenance plan
- Fund regionally significant freight mobility improvements for river, road and rail for Ports, as well as track improvements for the county-owned Chelatchie Prairie Railroad
- Stabilize statewide programs including the Public Works Trust Fund, CERB, FMSIB, TIB and FRAP, and protect Tax Increment Financing (TIF) which facilitates economic and infrastructure opportunities
- Support broadband infrastructure to disperse economic opportunity, foster telecommuting and better compete in the evolving digital economy
- Actively embrace smart technologies to ease pressures on the transportation grid and support conversion of public and private fleets to alternative fuels
- Support the evaluation of transportation investments to help ensure equity and climate goals
- **We place high priority on long-range land-use and strategic new transportation corridor planning to serve steadily rising population and commerce forecasts**

CATALYTIC REGIONAL PROJECTS AND NEEDS

Item 5.

Action #4

Fund Regionally Catalytic Projects to Address Immediate Needs: secure funding for priorities that reduce congestion hotspots, improve safety and deliver multi-modal investments. Each project has been vetted through the regional planning process.



| | PROJECT NAME | PROJECT DESCRIPTION | ~ COST | LEAD AGENCY |
|---|--|---|---------|-----------------------|
| A | WEST CAMAS SLOUGH BRIDGE WIDENING | Develop parallel bridge structure for westbound SR-14 traffic and added capacity | \$65M | WSDOT |
| B | I-205/SR-500 TO PADDEN EXWY | Following recent planning study, provide funds for initial intersection improvement to address congestion hot spot | \$50M | WSDOT |
| C | SR-500/FOURTH PLAIN/SR-503 | Following recent planning study, provide funds for initial intersection improvement to address congestion hot spot | \$20M | WSDOT |
| D | WASHOUGAL 32ND STREET RAIL UNDERPASS | Have secured \$50M of total need, to eliminate at-grade rail-crossing, improving safety, community connectivity and economic opportunity | \$65M | City of Washougal |
| E | WASHOUGAL TOWN CENTER TRANSPORTATION ACCESS IMPROVEMENT | Improve corridors connecting Washougal Town Center (TC) and adjacent developable land, including TC Connectors; 27th/Index Improvements for Port and SR-14 access | \$35M | City of Washougal |
| F | SR-500/EVERETT STREET — LACAMAS LAKE BRIDGE | Install new Lacamas Lake Bridge and landings above the floodplain with multimodal capacity | \$15M | City of Camas |
| G | SR-500/EVERETT STREET — NE 35TH AVE TO NE 43RD AVE | Improve SR-500 to multi-modal urban arterial standards supporting new economic development opportunities | \$15M | City of Camas |
| H | 179TH ST FROM NE 15TH AVE TO NE 50TH AVE | Improve roadway to multi-modal arterial standards supporting expanded capacity and economic development opportunities | \$65.7M | Clark County |
| I | NE 15TH AVE FROM 179TH ST TO NE 10TH AVE | Add arterial connection to increase capacity in conjunction with 179th/I-5 interchange upgrade | \$21.8M | Clark County |
| J | FRUIT VALLEY FREIGHT ACCESS AND SAFETY IMPROVEMENTS | Planning, engineering, environmental review and construction for new north-south freight arterial | \$130M | City of Vancouver |
| K | MACARTHUR BETWEEN N BLANDFORD AND S LIESER | Corridor improvements including multi-modal paths, roundabouts at key intersections and traffic safety enhancements | \$40M | City of Vancouver |
| L | EATON BLVD FROM SW 20TH AVE TO SR-503 | Improve roadway to urban arterial standards and improve traffic safety | \$4.0M | City of Battle Ground |
| M | DOWNTOWN REVITALIZATION AND CIRCULATION STUDY | Design for the downtown circulation and revitalization plan including focus on alternative transportation options | \$0.5M | City of Battle Ground |
| N | 4TH ST WIDENING/BREEZE CREEK CULVERT | Complete street makeover with fish bearing culvert replacement for improved environmental outcomes | \$16M | City of La Center |
| O | PACIFIC HWY SHARED USE PATH | Complete pathway connection between downtown and northeast communities | \$3.35M | City of La Center |
| P | RIDGEFIELD/I-5 SOUTH CONNECTOR/I-5 TO HILLHURST RD | Add western ramp access at I-5 and arterial street extension to Hillhurst Rd | \$40M | City of Ridgefield |
| Q | SR-501/PIONEER BETWEEN 56TH AND ROYLE ROAD | Improve roadway to four-lane multimodal standard, supporting economic development and community partnership opportunities | \$30M | City of Ridgefield |
| R | PUBLIC TRANSIT | Help fund construction of C-TRAN's extension of the Fourth Plain BRT line that will interconnect with its Mill Plain BRT line | \$10M | C-TRAN |