



**City Council Regular Meeting Agenda
Monday, February 03, 2025, 7:00 PM
Council Chambers, 616 NE 4th AVE**

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

To observe the meeting (no public comment ability)

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

To participate in the meeting (able to public comment)

- go to <https://us06web.zoom.us/j/82525742145>

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

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

CONSENT AGENDA

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

1. [January 21, 2025 Camas City Council Regular and Workshop Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [\\$92,616.37 McDonald Excavating Inc. SR500 12-inch Waterline Relocation Change Order No. 1](#)
(Submitted by James Carothers, Engineering Manager)
4. [\\$46,300.00 Annear Water Resources Professional Services Agreement for Lake Monitoring Plan Updates](#)
(Submitted by Steve Wall, Public Works Director)
5. [\\$2,308,603.00 Aetta Professional Services Agreement for Design and Construction Services for Fire Station 41 Headquarters](#)
(Submitted by Shaun Ford, Division Fire Chief and Steve Wall, Public Works Director)

6. [\\$9,500.00 Ecological Land Services \(ELS\) NW 38th Avenue Phase 1 Wetland Mitigation and Monitoring Professional Services Agreement Amendment 4 \(Submitted by James Carothers, Engineering Manager\)](#)
7. [\\$66,000.00 Ecological Land Services \(ELS\) NW 38th Avenue Phase 2 Wetland Mitigation and Monitoring Professional Services Agreement Amendment 5 \(Submitted by James Carothers, Engineering Manager\)](#)

NON-AGENDA ITEMS

8. Staff
9. Council

MAYOR

10. Mayor Announcements
11. [Black History Month Proclamation](#)
12. [City Staff Recognition Proclamation](#)

MEETING ITEMS

13. [2025-2027 Collective Bargaining Agreement between the City of Camas and Office and Professional International Employees Union \(OPEIU\), Local 11](#)
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)
[Time Estimate: 5 minutes](#)
14. [Ordinance No. 25-002 Amending CMC Chapter 3.88 Relating to Impact Fees](#)
[Presenter: Steve Wall, Public Works Director](#)
[Time Estimate: 5 minutes](#)
15. [Resolution No. 25-001 City Council Opposing Extension of Light Rail](#)
[Presenter: Tim Hein, Council Member and Leslie Lewallen, Council Member](#)
[Time Estimate: 5 minutes](#)

PUBLIC COMMENTS

EXECUTIVE SESSION

16. Executive Session - Topic: Property Acquisition (RCW 42.30.110)
Time Estimate: 10 Minutes

CLOSE OF MEETING



City Council Workshop Minutes - Draft
Tuesday, January 21, 2025, 4:30 PM
Council Chambers, 616 NE 4th AVE

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

CALL TO ORDER

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

ROLL CALL

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

Excused: Council Member Leslie Lewallen

Staff: Carrie Davis, Shaun Ford, Jennifer Gorsuch, Cathy Huber Nickerson, Tina Jones, Robert Maul, Doug Quinn, Bryan Rachal, Heidi Steffensen, Alicia Stevens, Matthew Thorup, Connie Urquhart and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post Record

PUBLIC COMMENTS

Douglas Tweet, Camas, commented about Resolution 25-001.

Randal Friedman, Camas, commented about the Camas Mill clean up.

Mike Stupak, Camas, commented about light rail on the Interstate Bridge.

Jill Ross, Camas, commented about Resolution 25-001.

Mark Harris, Camas, commented about light rail on the Interstate Bridge.

Margaret Tweet, Camas, commented about Resolution 25-001.

WORKSHOP TOPICS

1. Revisions to CMC 3.88 Pertaining to Impact Fees
 Presenter: Steve Wall, Public Works Director
 Time Estimate: 10 minutes

An Ordinance for this item will be placed on the February 3, 2025 Regular Meeting Agenda for Council's consideration.

2. Fire Station 41 Headquarters Design and Construction Management Professional Services Agreement

Meeting minutes created by Alicia Stevens.

Presenter: Shaun Ford, Division Chief EMS and Steve Wall, Public Works Director
Time Estimate: 15 minutes

This item will be placed on the February 3, 2025 Regular Meeting Consent Agenda for Council's consideration.

3. Camas Community Survey Results
Presenter: Bryan Rachal, Director of Communications
Time Estimate: 30 minutes

This item was for Council's information only.

4. Professional Services Agreement for Lake Monitoring Plan Update
Presenter: Steve Wall, Public Works Director
Time Estimate: 5 minutes

This item will be placed on the February 3, 2025 Regular Meeting Consent Agenda for Council's consideration.

5. Council Statement to CTRAN/Regional Transportation Council (RTC)
Presenter: Tim Hein, Council Member and Leslie Lewallen, Council Member
Time Estimate: 20 minutes

A Resolution for this item will be placed on the February 3, 2025 Regular Meeting Agenda for Council's consideration.

6. Clark County Green Business - We Compost Presentation
Presenter: Celina Montgomery
Time Estimate: 15 minutes

This item was for Council's information only.

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

Quinn commented about the Planning Conference, Wreath's Across America and America's 250th Anniversary program.

COUNCIL COMMENTS AND REPORTS

Nohr attended the Downtown Camas Association (DCA) planning meeting, Strategic Planning meeting, Finance Committee meeting and Regional Fire Authority (RFA) meetings. Nohr commented about the fires in Los Angeles and the Camas RFA.

Hein attended a CTRAN meeting. Hein commented about citizen comments regarding CTRAN, light rail and fluoride.

Carter attended the Finance Committee meeting and the Library Trustees meeting. Carter commented about the Camas RFA and her seat on the Camas City Council.

Senescu commented about applications for Council Member Carter's Council seat, the upcoming Design Committee meeting, America's 250th Anniversary and Camas's 50th Camas Days.

Boerke attended the Library Trustees meeting and the DCA retreat. Boerke commented about citizen comments on light rail and fluoride. Boerke commented about warming shelters, the Camas RFA and Crown Park.

Mayor Hogan commented about public comment periods at Council meetings, Analog Devices, the Parade of Homes, Georgia Pacific Mill clean up and the Planning Conference.

PUBLIC COMMENTS

Matt Ransom, Camas, commented about Regional Transportation Commission (RTC) and Lacamas Lake.

CLOSE OF MEETING

The meeting closed at 6:27 p.m.



City Council Regular Meeting Minutes - Draft
Tuesday, January 21, 2025, 7:00 PM
Council Chambers, 616 NE 4th AVE

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Excused: Council Member Leslie Lewallen

Staff: Rob Charles, Carrie Davis, Cliff Free, Jennifer Gorsuch, Robert Maul, Shawn MacPherson, Cathy Huber Nickerson, Tina Jones, Doug Quinn, Bryan Rachal, Heidi Steffensen, Alicia Stevens, Matthew Thorup, Connie Urquhart and Steve Wall

PUBLIC COMMENTS

Mike Hamilton, Camas, commented about property acquisition for a new operations center.

CONSENT AGENDA

1. January 6, 2025 Camas City Council Regular and Workshop Meeting Minutes
2. \$734,188.59 Automated Clearing House 701573-701615 and Claim Checks 159583-159672 Approved by Finance Committee
3. Approval of Fallen Leaf Lake Property Transfer and Purchase Agreement with Columbia Land Trust
(Submitted by Steve Wall, Public Works Director)
4. \$704,475.31 to Trojan Technologies for Ultraviolet Equipment at the Wastewater Treatment Plant
(Submitted by Rob Charles, Utilities Manager)
5. \$18,541.00 to Stantec as Amendment No. 3 for Upper Lacamas Lake Dam Gate Replacement Project
(Submitted by Will Noonan, Public Works Operations Manager)
6. Final Plat Approval for McIntosh Subdivision
(Submitted by Yvette Sennewald, Senior Planner)

Meeting minutes created by Alicia Stevens.

It was moved by Boerke, and seconded, to approve the Consent Agenda including the addition of the McIntosh Estates Final Plat. The motion carried unanimously.

NON-AGENDA ITEMS

7. Staff

There were no additional staff comments.

8. Council

Boerke commented about moving the last public comment before council comments.

Svilarich commented about the Downtown Camas Association (DCA) retreat and the sound system in the Council Chambers.

MAYOR

9. Mayor Announcements

There were no additional Mayor announcements.

MEETING ITEMS

10. Public Hearing and Ordinance No. 25-001 for the Transportation Benefit District (TBD) Assumption of Powers
Presenter: Cathy Huber Nickerson, Finance Director, and Matthew Thorup, Assistant Finance Director
Time Estimate: 25 minutes

Mayor Hogan opened the public hearing at 7:08 p.m. No one from the public wished to speak.

The public hearing closed at 7:09 p.m.

It was moved by Svilarich, and seconded, to adopt Ordinance 25-001 and publish according to law. The motion carried unanimously.

PUBLIC COMMENTS

No one from the public wished to speak.

CLOSE OF MEETING

The meeting closed at 7:11 p.m.

Meeting minutes created by Alicia Stevens.



Staff Report – Consent Agenda

February 3, 2025 Council Regular Meeting

\$92,616.37 McDonald Excavating Inc. SR500 12-inch Waterline Relocation Change Order No. 1 (Submitted by James Carothers, Engineering Manager)

| Phone | Email |
|---------------|---------------------------|
| 360.817. 7230 | jcarothers@cityofcamas.us |

BACKGROUND: WSDOT is preparing to install roundabouts on SR500 at NE 3rd Street and at NE Robinson Road. The existing alignment and elevation of the existing water main located north of NE Robinson conflicted with WSDOT’s future work. For this reason, the City was required to lower the elevation of the existing water main at that location. The 18-inch water main that runs along SR500 has a stub running west of Everett Road into NE 3rd Street for future Water System Plan upgrades. During construction it was determined that this stub terminated within the proposed roundabout footprint. Additional required work has been added to the scope of the SR500 12-inch Waterline Replacement project to extend the 18” water stub on NE 3rd Street beyond WSDOT’s project limits.

SUMMARY: McDonald Excavating has completed construction of the SR500 12-inch Waterline Relocation project located on SR500 between NE Robinson Rd and NE Hathaway Rd. The approved plans included the installation of the new water main that relocated 325 lineal feet of existing water main that conflicted with the upcoming WSDOT improvements. McDonald Excavating has also completed the change order (CO) work that extended the existing 18-inch water main located west of SR500 on NE 3rd Street as well as the addition of a fire hydrant. The cost of the added work, including additional improved roadway surfacing, is \$92,616.37 which is 55.5% of the original project cost.



Project Location – Original work is north of NE Robinson Road. Added (CO) work is on NE 3rd Street.

BUDGET IMPACT: The total original cost for this project is \$166,992.98. The additional work increases the overall project cost to \$259,609.35. All expenses are paid by the Water Fund.

RECOMMENDATION: Staff recommends approval of Change Order No. 1.



City of Camas
Contract Change Order

Order No. 1 Date 01/21/25

Contract for W1045 SR500 12" Waterline Relocation

To McDonald Excavating
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

| Item | Description of Changes | Quantity | Unit Cost | Decrease in Contract Price | Increase in Contract Price |
|------|--|----------|-------------|----------------------------|----------------------------|
| CO 1 | Installation of 18" waterline and Fire hydrant | 1 LS | \$85,915.00 | | \$85,915.00 |

| | |
|-------------------------------|-------------|
| Subtotal: | \$85,915.00 |
| 7.8% Sales Tax | \$6,701.37 |
| Net Change in Contract Price: | \$92,616.37 |

Contract Change Orders for this project = 55.5% of Contract Award
(Original Contract Value= \$ 166,992.98, New Total is \$259,609.35)

NOTES: CO 1 Installation of 125 lf of 18" DIP waterline, Fire Hydrant Tee and Assembly in order to extend existing waterline away from upcoming WSDOT improvements.

The amount of the contract will be **increased** by the sum of: ninety two thousand six hundred sixteen and 37/100 Dollars (\$92,616.37)

The contract total, including the original contract total, this and previous change orders will be **increased** to two hundred fifty nine thousand six hundred nine and 35/100 Dollars (\$259,609.35)

The contract period provided for completion will be extended 10 days.

This document will become a supplement to the contract and all provisions will apply hereto.

| | | |
|-------------|---|-------------------|
| Requested | <small>DocuSigned by:</small> <i>Cpus Lopez</i> 12A456F9F8C199 City Project Manager | 1/27/2025 Date |
| Recommended | <small>Signed by:</small> <i>James E. Carothers</i> 222ADA9D2E9949 Engineering Manager | 1/27/2025 Date |
| Accepted | <small>Signed by:</small> <i>Jonathan Schwartz</i> CBD1E53B6C7429 Contractor | 1/28/2025 Date |
| Approved | <small>DocuSigned by:</small> <i>SZ Wall</i> 778D0847FA101A Public Works Director | 1/28/2025 Date |

To: Steve Wall, Public Works Director
Brian Monnin, Engineer III – Stormwater
City of Camas, WA

November 20, 2024

From: Rob Annear, Ph.D., P.E, Annear Water Resources, LLC (AWR)
Mark Rosenkranz, CLM, Aquatic Insight, LLC

Subject: Proposal for Monitoring Plan Update

Introduction

Based on our conversation with the City of Camas on September 18th, 2024 AWR and Aquatic Insight have developed this proposal to update the Lacamas, Round and Fallen Leaf Monitoring Program. The overall goal of this project is to develop an updated monitoring plan that can be used for 1) ongoing data collection, 2) to identify when to conduct lake treatments (and post treatment monitoring) and 3) responding to cyanobacteria harmful algal bloom (cHAB) events.

Scope of Work

The scope of work is broken into two tasks: 1) review the past data analysis and interpretation of lake limnology and 2) utilize the lake ecology insights to develop an updated monitoring plan for 2025 and beyond.

Task 1. Data Review and Interpretation

Objective

The objective of this task is to review past data analysis and interpretations of the water quality and limnology in the lakes to inform updating the monitoring plan.

Activities

- Review the data analysis summary by Geosyntec (expected January 2025)
- Review the LCMP monitoring data results
- Review the Lacamas Watershed Council data from 2022 to 2024
- Review any data collected by Aquatechnex in 2024
- Review existing stormwater data collected in 2022 to present.
- Review current monitoring plan, developed by Geosyntec.
- Review previous conceptual models of the lake limnology and develop a refined conceptual model for specific time periods and processes in the lakes to help target monitoring and lake treatments.
- Draft initial sections of the updated monitoring plan to summarize the conceptual models of interest.
- Develop a short PowerPoint and check in meeting with the City.

Assumptions

- No new extensive data analysis will be conducted as part of this task.
- The City will provide all of the data and reports to be reviewed in this task.

Deliverables



- PowerPoint slide deck presenting key conceptual models of the lake.

Task 2. Update Monitoring Plan

Objective

The objective of this task is to update the lake monitoring plan for: ongoing data collection, supporting lake treatments, and responding to cHAB events for Lacamas, Round and Fallen Leaf Lakes.

Activities

- Develop key concepts and framework
- Based on the results of Task 1, develop the key concepts and framework for the new monitoring plan, leveraging past data collection, conceptual models and goals for this plan.
- The key concepts should include multiple “subplans” for situations like:
 - Baseline monitoring
 - Triggers for treatment
 - Before, during and after algal blooms
- The framework should also include recommendations and guidance on which treatment strategies to implement in specific water quality conditions, such as during high spring flow, between diatom and cyanobacteria activity, and during late season turn-over events for example.
- Develop a short PowerPoint on the key concepts and framework for the new monitoring plan and meet with the City for the feedback.
- Develop a first draft Monitoring Plan
- Present the first draft Monitoring Plan to the City in a meeting and seek feedback.
- Finalize the first draft Monitoring Plan and submit to the City for review.
- Respond to City comments, and finalize the new Monitoring Plan.

Assumptions

- The draft Monitoring Plan will undergo one round of review before being finalized.
- The City will provide one set of consolidated comments on the draft Monitoring Plan.

Deliverables

- Draft and Final Monitoring Plan for Lacamas, Round and Fallen Leaf Lakes

Task 3. Cove Management

Objective

The objective of this task is to develop an approach to managing water quality in the cove area of Lacamas Lake (Figure 1), which tends to be more isolated from the rest of the lake.



Figure 1. Cove area in Lacamas Lake.

Activities

- Work with the City to establish water quality goals for the cove area
- Develop some key ideas and strategies for managing this area of the lake
- Share these ideas with the City in a short PowerPoint and seek feedback.
- Based on feedback further refine and flush out management strategies for the cove and then develop a draft technical memorandum documenting the strategies and submit to the City for review.
- Respond to City comments, and finalize the technical memorandum.

Assumptions

- The draft technical memorandum will undergo one round of review before being finalized.
- The City will provide one set of consolidated comments on the draft technical memorandum.

Deliverables

- Draft and Final technical memorandum for managing the cove in Lacamas Lake.

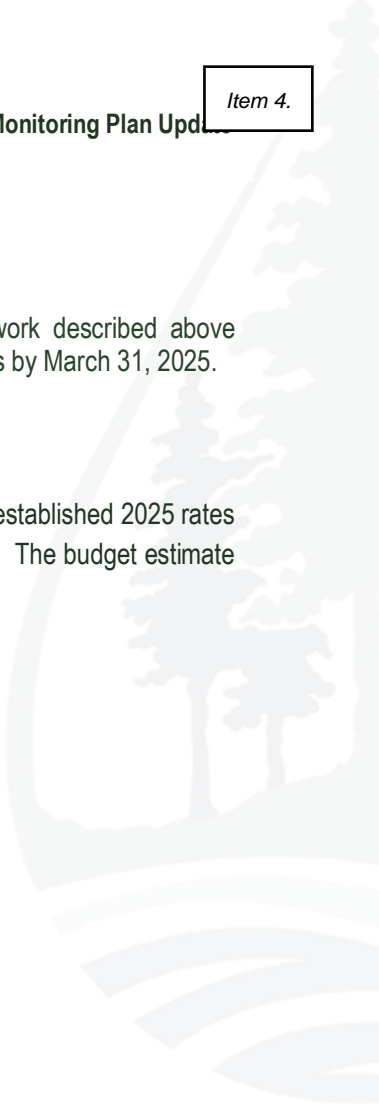
Schedule

Once under contract and the Geosyntec review is completed (January 2025), we will begin the work described above immediately, anticipating a start date of January 15, 2025. The schedule for completing the three tasks is by March 31, 2025.

Budget

The budget for the project is provided in the table below. The rates used in this budget are AWR Team established 2025 rates and will remain constant for the duration of the project. The budget requested for the project is \$46,300. The budget estimate was developed with no markup on expenses, and no markup on subconsultant costs by AWR.

| Task | Title | Cost |
|------|--------------------------------|----------|
| 1 | Data Review and Interpretation | \$14,900 |
| 2 | Update Monitoring Plan | \$26,600 |
| 3 | Cove Management | \$4,800 |
| | Total | \$46,300 |





CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
 Camas, WA 98607

PROJECT NO. _____

CAMAS WASHOUGAL FIRE DEPARTMENT (CWFD)
HEADQUARTERS STATION 41 REPLACEMENT, PH. 3 AND 4

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Aetta Architects**, 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 **CWFD Headquarters Station 41 Replacement, Phases 3 and 4.**
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, 2027**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$2,308,603** under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "A"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses.
 - b. The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant 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 "B"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "B"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. 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.

14. 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.

15. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
 16. 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.
 17. 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.
 18. 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.
 19. Notices. Notices to the City of Camas shall be sent to the following address:
 Cliff Free
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-1554
 EMAIL: cfree@cityofcamas.us
- Notices to Consultant shall be sent to the following address:
- Karl Johansson
 Aetta Architects
 821 SE 14th Loop, Suite 109
 PO Box 798
 Battle Ground, WA 98604
 PH: 360-687-8379
 EMAIL: karl@aetta.com
20. 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.
 21. 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.

- 22. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 23. 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.
- 24. 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.
- 25. 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 _____, 2025.

CITY OF CAMAS

AETTA ARCHITECTS
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

EXHIBIT "A"
SCOPE OF SERVICES AND COSTS

EXHIBIT “B”
TITLE VI ASSURANCES

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

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

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

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

Architectural / Engineering Fee Proposal

Date: January 9, 2025

To: Steve Wall, P.E.
Public Works Director, City of Camas
616 NE 4th Ave.
Camas, WA 98607
swall@cityofcamas.us

Subject: Architectural / Engineering Fee Proposal
Camas Washougal Fire Department (CWFD)
Headquarters Station 41 Replacement
Aetta Project No. 23048.1

Dear Steve,

Aetta Architects and our consultant team are pleased to be at this stage in the CWFD Headquarters Station 41 Replacement. Having completed Phases 1 and 2, we are proposing herein, on Phases 3 and 4, Building Design and Construction Administration.

PROJECT UNDERSTANDING:

The Camas Washougal Fire Department (CWFD) will construct a new two story, 23,280 square foot headquarters fire station on a 0.57 acre parcel located in downtown Camas. The station will house a City Services Fire Station, CWFD Administration Headquarters and Administration spaces including a Multi-Purpose Community Meeting / Fire Fighting Training Room. The Fire Response Station will include staff living quarters for 5-6 station personnel, requisite apparatus bays and various support spaces. Please refer to the following attachments, taken from the CWFD Station 41 Pre-Design Final Package, dated May 2024.

- Attachment A – Concept Narrative for anticipated structure and systems
- Attachment B – Preliminary Site Plan and Floor Plans
- Attachment C – Conceptual Renderings
- Attachment D – Conceptual Narrative
- Attachment E – Conceptual Cost Estimate

BUDGET

Approximate Construction Budget for this project is anticipated to be \$17,500,000.

PROJECT ASSUMPTIONS AND EXCLUSIONS:

The project team has made the following assumptions to develop the scope of services, limitations of scope, and associated fees for this project.

General Assumptions and Exclusions:

- The project will be completed in one construction phase.
- Construction will be administered as one bid package.
- The project will not be fast-tracked.
- All Agency review and/or permit fees will be paid by the Owner.
- Hazardous material identification and testing reports will be provided by the Owner.
- Artwork integration is excluded.
- Value Engineering is excluded.
- Acoustical Engineering is excluded.

SCOPE OF SERVICES:

Architectural – Aetta Architects and consulting Public Safety Specialist, TCA Architects.

Aetta Architects will lead the design team comprised of all the consultants and engineers described below. Additionally, Aetta will provide design services, project management and coordination with TCA Architects, our Public Safety Specialist and key consultant in the Schematic Design, Design Development, and Construction Documentation phases. Design will include the plans, elevations, sections, and details necessary to construction the building described in Phase 1 and 2 of the Pre-Design work. Additional design services include selection and specifications for final fit out of furniture, fixtures, and equipment (FF&E). Following the design phases, Aetta will continue with the coordination and delivery of Permitting, Bidding and Construction Administration with the assistance of TCA Architects. Design Management and Construction Administration will be provided in accordance with the signed Agreement. Such management and administration include but are not limited to coordinating the design development (SD, DD, and CD) with the Owner and Consultants, managing the plan review process with authorities having jurisdiction through permit approval, providing assistance in the procurement (bid) process and administering the contract between the Owner and Contractor.

See Exhibit F, B201-2017 for complete architectural basic services

See Exhibit G, Aetta Hourly Fee Breakdown Summary

See Exhibit H, TCS Hourly Fee Breakdown Summary

Civil Engineering – MacKay Sposito

Basic Services

Services for site development, include plans, details, calculations, and reports as needed for grading, erosion control, storm drainage, water systems, sanitary sewer, irrigation system and public street improvements. Provide bidding and construction phase services including assistance with the Construction Stormwater General Permit, produce final record drawings for the engineering plan set at the end of construction based on contractor provided redlines, and submit to all required jurisdictions for review and approval as required. Visit the site periodically to observe construction and prepare a final punch list for contractor action.

Land Use

Services to coordinate, prepare a SEPA Checklist, apply for and participate in all necessary governmental agency reviews, including Pre-Application Conference, Design Review, Site Plan Review, and Engineering Plan Review.

Landscape Design

Services for the landscape design including landscape plans and specifications, drawings, and details, planting Plan, irrigation system design/build plans, participation in all necessary related governmental agency reviews, and bidding and construction phase services.

Site Survey

Topographic and Existing Conditions Survey.

See Exhibit I, MacKay Sposito Hourly Fee Breakdown Summary

Structural Engineering – PCS Structural Solutions

Structural analyses for basic gravity and seismic resisting systems based on current building codes and a geotechnical report; and structural design and detailing of building structural systems including stairs and railings. Provide recommendations for non-structural building elements including mechanical equipment, half-height partition walls, fall protection and rooftop mechanical screens and on site structural design for emergency generator support and standalone waster enclosure structure. Visit the site to observe construction prior to slab-on-grade pour, covering of structural systems, and structural topping out.

See Exhibit J, PCS Hourly Fee Breakdown Summary

Mechanical, Electrical, and Plumbing Engineering – Interface Engineering

Plumbing

Design work to include plumbing supply and waste systems, natural gas systems, riser diagrams, schedules, fixture and equipment selection, design build fire sprinkler systems, stormwater conveyance to civil connection, and coordination with mechanical systems. Additional design will include air compressor and piping distribution, oil / water separator and kitchen grease interceptor. Visit the site periodically to observe construction and prepare a final punch list for contractor action.

Mechanical

Design work to include air handling, air distribution, control systems for heating and cooling, schedules, diagrams, fixture and equipment selection and radon mitigation systems as needed to accommodate and/or serve the proposed project. Additional design will include diesel exhaust systems and positive pressurized spaces. Visit the site periodically to observe construction and prepare a final punch list for contractor action.

Electrical

Design work to include electrical service, lighting distribution systems (interior and exterior), one-line diagrams, schedules, fixture and equipment selection, fire alarm system, emergency generator and transfer switch, and low-voltage system rough-in. Additional design will include station alerting systems, telecommunications system design including VOIP, wireless, intercom and paging, access control systems, door controls, CCTV and AV, security camera rough-in, roof-top photovoltaic and on site EV charging stations. Visit the site periodically during construction and punch list review. Visit the site periodically to observe construction and prepare a final punch list for contractor action.

See Exhibit K, Interface Hourly Fee Breakdown Summary

Building Envelope Consultant – Certa Building Solutions

Services to provide consultation on building envelope design and construction. Review drawings and specifications and provide recommendations with respect to appropriate assemblies for the proposed use and exposure of foundation wall waterproofing, exterior glazing, above-grade exterior wall, and roof assemblies, exterior envelope transitions in materials, and penetration details. Provide recommendations for performance and testing requirements, relevant standards, and acceptable materials/systems. During construction, conduct periodic site visits to observe building envelope construction and conformance to project detailing, review related submittals, attend pre-installation meetings, and witness air barrier and glazing performance (water) testing performed by the Contractor.

See Exhibit L, Certa Hourly Fee Breakdown Summary

Detailed Cost Estimation – Wiggins Preconstruction Services

Services to provide, through an Independent Cost Estimating Consultant, detailed cost estimates based on the documents provided for Schematic Design, Design Development, and Construction Document phases.

See Exhibit M, Wiggins Hourly Fee Breakdown Summary

Traffic Consultant – Lancaster Mobley

Our work under this proposal will be to prepare a Transportation Impact Study (TIS) suitable for submission to the City of Camas and WSDOT as part of the development application. The TIS will include the following:

- Analysis of expected trip impacts to City of Camas identified intersections including AM and PM peak hour operations.
- Preparation of custom trip generation study to estimate trip generation of the proposed fire station.
- A detailed distribution analysis will be conducted utilizing data provided by the Southwest Washington Regional Transportation Council.
- Conduct a safety analyses reviewing the most recent five years of available crash data at the study intersections and an evaluation of sight distances at the proposed access location(s).
- The final report will include a full appendix with supporting technical data and will be stamped by a professional engineer licensed in the state of Washington.

Geotechnical Engineer – Columbia West

Services to provide geotechnical engineering recommendations for use in design and construction of the proposed development. The specific scope of our services is summarized as follows:

- Review information available in Columbia West's files from previous geological and geotechnical studies conducted at and in the vicinity of the site.
- Coordinate and manage the field exploration program, which includes locating public and private utilities, coordinating site access, and scheduling subcontractors and field staff.
- Conduct explorations and testing at the site including drill borings, infiltration tests.
- Observe subsurface conditions, maintain continuous logs of the explorations, and collect soil samples at representative intervals.
- Perform laboratory testing on select samples collected from the explorations.
- Prepare a geotechnical report for the site that includes the following:
 - Summary of soil and groundwater conditions at the site
 - Exploration logs and Results of laboratory testing
 - Results of infiltration testing
 - Results of the 1-D seismic wave ReMi
 - Recommendations for foundation support, including allowable bearing capacity, estimated foundation settlement, and lateral resistance parameters
 - Recommendations for floor slab subgrade preparation
 - Evaluation of susceptibility of the soil to liquefaction
 - Foundation settlement potential.
 - Recommendations for site preparation, including grading and drainage, stripping depths, fill type for imported material, compaction criteria, trench excavation and backfill, use of on-site soil, and wet/dry weather earthwork
 - Recommendations for managing identified groundwater conditions that may affect the performance of structures
 - Recommendations for AC and PCC pavement design for on-site access drives and parking areas, including subbase, base course, and AC/PCC paving thickness.
 - Code-based seismic design parameters in accordance with ASCE 7-16
- Up to four hours of project management time for post-report consultation and review of final geotechnical-related plans and construction specifications.

Archaeology Consultant – Archaeological Investigations NW

AINW will conduct a cultural resource survey to meet compliance review for archaeological and historic resources under Governor's Executive Order (GEO) 21-01, review by the Washington State Department of Archaeology and Historic Preservation (DAHP) under the State Environmental Policy Act (SEPA), and review under Camas Municipal Code.

- The survey will include the City-owned parcel (tax lot 78100000) and the portion of Everett Street to be abandoned. The study will be overseen by AINW staff who are professionally qualified in archaeology and architectural history. The archaeological survey will consist of a pedestrian survey and shovel testing in unpaved areas, if possible using hand tools.
- A historic resource survey will document historic resources of the built environment, which include buildings or structures that are 45 years of age or older (i.e., constructed in 1980 or earlier).
- The methods and results of the archaeological and historic resource survey will be described in a combined cultural resource survey technical report to be prepared following the fieldwork.

LEED Consultant – ecoREAL Solutions

Provide LEED Consulting Services as necessary to achieve a minimum LEED Silver Accredited Certification. Services to include:

- SD, DD, and CD Phases
 - Attend consultant design meetings to guide sustainable design.
 - Facilitate an Eco-Charette to identify opportunities and challenges, set sustainability goals and create design and construction guidelines.
 - Develop documentation that identifies achievable LEED credits and creates a roadmap for certification with tasks, milestones, deadlines, and project team responsibilities.
 - Utilize proprietary Green Building Integrated Management (GBIM) and Green Canary Software to specify, track and verify sustainable progress.

- Perform an SD and DD Design Review based on identified sustainability guidelines.
- Perform a 50% and 100% CD Design Review.
- Assist in developing specifications that identify materials, products, manufacturers, performance requirements and chain of custody verification for LEED certification.
- Construction Phase Scope
 - Review, inspect, document, and collect information and materials necessary for certification.
 - Submit collected information and materials necessary for of information required for certification.

See Exhibit N, *ecoREAL Hourly Fee Breakdown by Task*

Construction Manager – R & C Management

Scope includes construction management services from Project Start-up through Post – Construction Closeout.

- Project Start-up
 - Review and comment on the overall project budget and create a detailed wholistic cashflow analysis with anticipated spending flow for Owners use for budgeting purposes.
 - Prepare and manage a wholistic master project schedule from project start to finish.
 - Prepare a written plan that outlines the process' to inform contractors about the project.
 - Prepare a list of project risks and recommended options to minimize those risks.
 - Create an overall Management Plan that includes Project Schedules, Project Budgets, Roles and Responsibilities, Standard Documents, and Management Information Control System.
 - Assist in consultant contract completion.
- Design
 - Review the Architects Design Schedule and manage alignment with the master schedule.
 - Contribute construction management incite and experience to A/E team for design consideration during SD, DD, and CD phases. Monitor the production of drawings and specifications in against the master schedule. Review SD, DD and CD Cost Estimates and assist in reconciling the budget with the design if needed.
 - Collaborate with the Architecture/Engineering (A/E) team to ensure that stakeholder engagement occurs at appropriate times during the design process.
- Bid / Award
 - Coordinate completion of the bid advertisement and pre-bid conference with the A/E and Owner.
 - Develop/Coordinate standard front end docs with legal counsel (GC Agreement, General Conditions Bid Form, instructions to bidders, advertisement etc.)
 - Review bid provided by the apparent low bidder and provide comment to Owner and Architect.
 - Prepare Notice of Award and distribute the Notice to all the bidders. Attach a construction agreement with the Notice to the responsible low bidder.
 - Coordinate the completion of the Construction Agreement. Forward the Certificate of Insurance and Payment/Performance Bonds for City approval.
 - Prepare Notice to Proceed after receipt of signed agreement, bonds, and certificates.
 - Coordinate return of the bid bonds after the construction agreement is fully executed.
- Construction
 - Create quality assurance and quality control documentation that defines the expectations for general contractors' deliverables, including requirements for pre-construction, monthly deliverables, and closeout documentation.
 - Attend all Construction Meetings. Keep meeting minutes utilizing the standard R&C Management meeting minute's format. Minutes will address the current status of Requests for Information, Change Order Requests and Change Orders, Payment Applications, Job Site Safety, Construction Schedule Review, Three-week look ahead, and LEED Certification Progress by Contractor and LEED Consultant.
 - Review the Contractor's Construction Schedule with the Architect, City and Fire Department and manage alignment with the master schedule.
 - Facilitate the contractor in providing a recovery schedule when any construction activity is seven days behind schedule.
 - Assist the Architect in observing that construction is in alignment with the Design Documents.
 - Assist the Architect in requiring the GC and subcontractors maintain as-built drawings throughout the Construction phase.

- Review field reports distributed by the Special Inspections firm and assist the Architect in resolving any deficiencies noted.
- Contractor Pay Application Review: Collaborate with the Architecture/Engineering (A/E) team to review contractor pay applications. Ensure that progress percentages accurately reflect the scope of work completed on-site. Additionally, confirm that all required monthly deliverables are submitted before recommending payment approval to the owner.
- Review Change Order Requests for accuracy and assist Architect in resolving inconsistencies.
- Track Change Order Requests and Change Orders in R&C Management Log Format.
- Process all Change Order Requests into a monthly Change Order.
- Moderate disputes between Owner, Architect, and/or Contractor for resolution.
- Occupancy and Post Construction
 - FFE Procurement & Coordination of the FFE Installation process.
 - Prepare an occupancy plan that includes a schedule for insuring continuity for the relocation and operation of existing critical equipment, fixtures, and equipment.
 - Coordinate low-voltage, security, and access controls connectivity and start-up.
 - Create a post-construction needs and issues move in list to streamline service start-up.
 - Issue a Final Project Report.
 - Attend warranty Inspections.
 - Assist the Architect and Engineers with the review of Operation and Maintenance Manuals.
 - Coordinate all training with the Contractor and Owner for equipment operation and maintenance.
 - Facilitate final payment procedures retainage, lien releases, insurance bonds, etc.

See Exhibit O, R & C Management Hourly Fee Breakdown by Task

COMPENSATION:

Basic Services are provided on a Lump Sum Fee basis.

| Basic Services | Consultant | Fee |
|---|--------------------------|--------------------|
| Architectural Design/Project Management | Aetta Architects | \$584,031 |
| Architectural Design Consultant | TCA Architects | \$457,119 |
| Structural Engineering | PCS Structural Solutions | \$128,250 |
| Mechanical Engineering | Interface Engineering | \$136,000 |
| Electrical Engineering | Interface Engineering | \$94,600 |
| | SUBTOTAL: | \$1,400,000 |
| Supplemental Services | Consultant / AE | Fee |
| SD and CD Renderings | Aetta | \$16,000 |
| Public Engagement | Aetta | \$4,000 |
| Conformed Construction Documents | Aetta | \$2,000 |
| Interior Design Support for FF&E | Aetta | \$20,000 |
| Conformed Construction Documents | Interface | \$2,000 |
| Conformed Construction Documents | PCS | \$2,000 |
| Non Structural Engineering Design | PCS | \$25,500 |
| Building Envelope Enclosure | Certa | \$49,800 |
| Cost Estimating | Wiggins | \$29,800 |
| Civil Engineering | MacKay Sposito | \$131,500 |
| Landscape Design | MacKay Sposito | \$42,000 |
| Site Survey | MacKay Sposito | \$12,500 |
| Land Use Planning | MacKay Sposito | \$33,000 |
| Traffic Consultant | Lancaster Mobley | \$11,000 |
| Photovoltaic System Design | Interface | \$8,000 |
| Fire Sprinkler Design/Build Services | Interface | \$5,000 |
| Fire Alarm Design Services | Interface | \$9,000 |
| Telecommunications, Annunciation & Security | Interface | \$29,000 |
| MEP Commissioning Support | Interface | \$12,000 |

| | | |
|------------------------------------|---------------------|--------------------|
| Radon System Design | Interface | \$4,900 |
| Energy Consulting | Interface | \$15,000 |
| Commissioning Services | Interface | \$25,000 |
| Geotechnical Survey and Report | Columbia West | \$15,000 |
| Archaeology Survey and Report | AINW | \$21,982 |
| LEED Certification | ecoREAL | \$60,125 |
| Construction Management | R&C Management | \$169,536 |
| Supplemental Services Coordination | Aetta | \$152,961 |
| | SUBTOTAL | \$908,603 |
| | GRAND TOTAL: | \$2,308,603 |

Additional Service listed below will be needed during construction. They can be contracted by Aetta or the Owner. These services are not included in the services provided because their scope will not be determined until later in the design. Aetta has provided the consultant, and fee estimates below for your budgeting consideration. Aetta will solicit fee proposals for your review when their scope has been determined.

| Additional Services | Consultant | Estimated Fee |
|---------------------------------|---------------|---------------|
| Special Inspections and Testing | Columbia West | \$15,000 |

Other additional services, if necessary to complete the project or agreed to by the Client and Architect, will be provided in accordance with Aetta's Hourly Billing Rates. See Exhibit P, Aetta Hourly Billing Rates

Fee Breakdown by Phase

Aetta will invoice per the following fee breakdown:

| | | |
|------------------------------|------|-------------|
| Schematic Design Phase | 18% | \$415,549 |
| Design Development Phase | 20% | \$461,721 |
| Construction Documents Phase | 31% | \$715,667 |
| Procurement/Bidding Phase | 2% | \$46,172 |
| Construction Phase | 27% | \$623,323 |
| Project Closeout | 2% | \$46,172 |
| | 100% | \$2,308,603 |

SCHEDULE OF SERVICES

A preliminary project schedule is provided below. Design Start is approximately February 1, 2025, and Project Completion being February 2027. A more comprehensive design schedule will be developed at the beginning of Design.

| | |
|--------------------------------|-------------------------------|
| Building and Site Design | February 2025 – February 2026 |
| Building and Site Construction | February 2026 – February 2027 |

Should you have any questions, or need further clarification, please do not hesitate to contact us. It is our goal to meet your needs for this project, and we look forward to working with you. If you are in agreement with this proposal, please sign below and return one (1) copy to our office.

Sincerely,

Karl Johansson, AIA
Principal

ACCEPTANCE OF PROPOSAL:

The undersigned has authority to sign for and hereby agrees to the fee proposal outlined above. Agreement to the proposal does not constitute a contract for the work but instead acknowledges acceptance of the architect and consultant scope of services and fees. An AIA Standard Form of Agreement between Architect and Owner will be provided for your review following a signed proposal.

Signature _____ Date _____

Printed Name _____

Copy: *Project File*

- Attachments:
- Exhibit A – Concept Site Plan and Floor Plans*
 - Exhibit B – Concept Program*
 - Exhibit C – Conceptual Rendering*
 - Exhibit D – Conceptual Narrative*
 - Exhibit E – Conceptual Cost Estimate*
 - Exhibit F – B201-2017*
 - Exhibit G – Aetta Hourly Fee Breakdown Summary*
 - Exhibit H – TCA Hourly Fee Breakdown Summary*
 - Exhibit I – MacKay Sposito Hourly Fee Breakdown Summary*
 - Exhibit J – PCS Hourly Fee Breakdown Summary*
 - Exhibit K – Interface Hourly Fee Breakdown Summary*
 - Exhibit L – Certa Hourly Fee Breakdown Summary*
 - Exhibit M – Wiggins Hourly Fee Breakdown Summary*
 - Exhibit N – ecoREAL Hourly Fee Breakdown Summary*
 - Exhibit O – R & C Management Hourly Fee Breakdown Summary*
 - Exhibit P – Aetta Architects, PC 2024 Rates and Reimbursables*



AIA[®] Document B201[™] – 2017

Standard Form of Architect's Services: Design and Construction Contract Administration

for the following PROJECT:

(Name and location or address)

Camas Washougal Fire Department (CWFD) Headquarters Station 41 Replacement
616 NE 4th Ave
Camas, WA 98607

THE OWNER:

(Name, legal status and address)

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

THE ARCHITECT:

(Name, legal status and address)

Aetta Architects, PC
821 SE 14th Loop, Suite 109
P.O. Box 798
Battle Ground, WA 98604

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the 8 day of August in the year 2023 .

(In words, indicate day, month and year.)

TABLE OF ARTICLES

- | | |
|---|--------------------------------------|
| 1 | INITIAL INFORMATION |
| 2 | SCOPE OF ARCHITECT'S BASIC SERVICES |
| 3 | SUPPLEMENTAL AND ADDITIONAL SERVICES |
| 4 | OWNER'S RESPONSIBILITIES |
| 5 | COST OF THE WORK |
| 6 | COMPENSATION |
| 7 | ATTACHMENTS AND EXHIBITS |

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102[™]–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802[™]–2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As described in Exhibits A, B, C, D, and E of the Architectural / Engineering Fee Proposal dated January 09, 2025

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

As described in Exhibits A, B, C, D, and E of the Architectural / Engineering Fee Proposal dated January 09, 2025

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 5.1:

(Provide total and, if known, a line item breakdown.)

\$17,500,000.00, seventeen million, five-hundred thousand dollars and zero cents

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Unknown at time of execution

.2 Construction commencement date:

Unknown at time of execution

.3 Substantial Completion date or dates:

Unknown at time of execution

.4 Other milestone dates:

Unknown at time of execution

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction)

Design-Bid-Build. Competitive Bidding. The parties do not anticipate fast-track scheduling, multiple bid packages, or phased construction. The parties assume there will be a single bid/procurement package. Additional bid/procurement packages shall be provided as an Additional Service

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

As requested, the project seeks to achieve a LEED Silver certification.

§ 1.1.6.1 Not Used.

§ 1.1.7 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Unknown at time of execution

§ 1.1.8 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

Init.

.1

(Paragraphs deleted)

Special Inspections and Testing: Unknown at time of execution

§ 1.1.9 The Architect shall retain the consultants identified in Sections 1.1.9.1 and 1.1.9.2:
(List name, legal status, address, and other contact information.)

§ 1.1.9.1 Consultants retained under Basic Services:

- .1 Structural Engineer:
 PCS Structural Solutions
 101 SW Main St., Suite 280
 Portland, OR 97204
- .2 Mechanical Engineer:
 Interface Engineering
 100 SW Main St., Suite 1600
 Portland, OR 97204
- .3 Electrical Engineer:
 Interface Engineering
 100 SW Main St., Suite 1600
 Portland, OR 97204

§ 1.1.9.2 Consultants retained under Supplemental Services:

- .1 Civil Engineering:
 MacKay Sposito
 18405 SE Mill Plain Blvd., Suite 100
 Vancouver, WA 98683
- .2 Site Survey:
 MacKay Sposito
 18405 SE Mill Plain Blvd., Suite 100
 Vancouver, WA 98683
- .3 Landscape Architecture:
 MacKay Sposito
 18405 SE Mill Plain Blvd., Suite 100
 Vancouver, WA 98683
- .4 Cost Estimator:
 Wiggins Preconstruction:
 14444 91st Ave. NE
 Kirkland, WA 98034-5142
- .5 Building Envelope:
 Certa Building Solutions
 1510 SE 44th Ave., Suite 102
 Portland, OR 97215
- .6 Traffic Consultant:
 Lancaster Mobley
 1130 SW Morrison St., Suite 318
 Portland, OR 97205
7. Archaeological Consultant

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Archaeological Investigations Northwest
3510 NE 122nd Ave.
Portland, OR 97230

8. Geotechnical Consultant
Columbia West Engineering
11917 NE 95th St.
Vancouver, WA 98682
9. LEED Consultant
ecoREAL Consultants
6343 Failing St.
West Linn, OR 97068
10. Construction Management Consultant
R & C Management Group
11818 SE Mill Plain Blvd, Suite 302
Vancouver, WA 98684

§ 1.1.10 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Instruments of Service to be provided or transmitted electronically shall be in a format that will not allow modification. Use of BIM, including Revit or other 3D-modeling software, shall be for Architect's own design and coordination purposes. Architect's Revit Model, or other 3D models shall not be set-up, developed, or maintained by Architect for other purposes, and shall not be shared with Owner, Contractor, or any third-party, unless otherwise agreed in writing. If requested by Owner, Architect shall provide modifiable electronic copies of plans and specifications as exported AutoCAD files, but only subject to Architect's standard Electronic Media Release executed by the receiving party.

§ 1.4 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The Architect makes no warranty, either expressed or implied, as to the Architect's or its consultants' findings, recommendations, plans, specifications, or professional advice, other than that Architect shall comply with the Standard of Care in the performance of its services. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 The Architect's Basic Services consist of those described in this Article 2 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 2 are Supplemental or Additional Services.

§ 2.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 2.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.1.3 As soon as practicable after the date of the Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, the Architect shall, subject to the Standard of Care, endeavor to meet the time limits established by the schedule. However, in the event the Architect is delayed by causes outside its control, or for other reasonable cause, the schedule shall be extended by a reasonable time. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 2.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 2.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.2 SCHEMATIC DESIGN PHASE SERVICES

§ 2.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 2.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 2.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 2.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 3.1.1.

§ 2.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 2.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 5.3.

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§ 2.2.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

§ 2.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 2.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 2.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 5.3.

§ 2.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.6.4.

§ 2.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 2.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 2.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 5.3.

§ 2.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 5.5, and request the Owner's approval.

§ 2.5 PROCUREMENT PHASE SERVICES

§ 2.5.1 General

The Architect shall assist the Owner in the Procurement Phase.

§ 2.5.2 Competitive Bidding

§ 2.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 attending a pre-bid conference for prospective bidders;

- 3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda.

§ 2.5.2.3 If the Bidding Documents permit substitutions, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 2.6 CONSTRUCTION PHASE SERVICES

§ 2.6.1 General

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under the Agreement unless the Owner and the Architect amend the Agreement.

§ 2.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 2.6.1.3 Subject to Section 3.2 and except as provided in Section 2.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 2.6.2 Evaluations of the Work

§ 2.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 2.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The

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Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 2.6.3 Certificates for Payment to Contractor

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 2.6.4 Submittals

§ 2.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 2.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 2.6.4.4 Subject to Section 3.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings

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or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 2.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.5 Changes in the Work

§ 2.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 3.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 2.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 2.6.6 Project Completion

§ 2.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

(Paragraphs deleted)

ARTICLE 3 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 3.1 SUPPLEMENTAL SERVICES

§ 3.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 6.2. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 3.1.2 below or attach the description of services as an exhibit to the Agreement.)

| Supplemental Services | Responsibility <i>(Architect, Owner or Not Provided)</i> |
|--|---|
| § 3.1.1.1 Programming | Owner per paragraph 1.1.1 |
| § 3.1.1.2 Multiple preliminary designs | Not Provided |
| § 3.1.1.3 Measured drawings | Not Provided |
| § 3.1.1.4 Existing facilities surveys | Not Provided |
| § 3.1.1.5 Site evaluation and planning | Architect |
| § 3.1.1.6 Building Information Model management responsibilities | Architect |

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|------------|--|--------------|
| § 3.1.1.7 | Development of Building Information Models for post construction use | Not Provided |
| § 3.1.1.8 | Civil engineering | Architect |
| § 3.1.1.9 | Landscape design | Architect |
| § 3.1.1.10 | Architectural interior design | Architect |
| § 3.1.1.11 | Value analysis | Not Provided |
| § 3.1.1.12 | Detailed cost estimating beyond that required in Section 5.3 | Architect |
| § 3.1.1.13 | On-site project representation | Not provided |
| § 3.1.1.14 | Conformed documents for construction | Architect |
| § 3.1.1.15 | As-designed record drawings | Not Provided |
| § 3.1.1.16 | As-constructed record drawings | Not Provided |
| § 3.1.1.17 | Post occupancy evaluation | Not Provided |
| § 3.1.1.18 | Facility support services | Not Provided |
| § 3.1.1.19 | Tenant-related services | Not Provided |
| § 3.1.1.20 | Architect's coordination of the Owner's consultants | Owner |
| § 3.1.1.21 | Telecommunications/data design | Architect |
| § 3.1.1.22 | Security evaluation and planning | Architect |
| § 3.1.1.23 | Commissioning | Architect |
| § 3.1.1.24 | Sustainable Project Services | Architect |
| § 3.1.1.25 | Fast-track design services | Not Provided |
| § 3.1.1.26 | Multiple bid packages | Not Provided |
| § 3.1.1.27 | Historic preservation | Not Provided |
| § 3.1.1.28 | Furniture, furnishings, and equipment design | Architect |
| § 3.1.1.29 | Other services provided by specialty Consultants | See 3.1.2.1 |
| § 3.1.1.30 | Other Supplemental Services | See 3.1.2.2 |
| | | |

§ 3.1.2 Description of Supplemental Services

§ 3.1.2.1 A description of each Supplemental Service identified in Section 3.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

As provided in the attached Architectural / Engineering Fee Proposal dated January 09,2025

§ 3.1.2.2 A description of each Supplemental Service identified in Section 3.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)

As provided in the attached Architectural / Engineering Fee Proposal dated January 09, 2025

§ 3.1.3 Not Used

§ 3.2 ARCHITECT'S ADDITIONAL SERVICES

The Architect may provide Additional Services after execution of the Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.2 shall entitle the Architect to compensation pursuant to Section 6.3 and an appropriate adjustment in the Architect's schedule.

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§ 3.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing (other than in the usual course of the design review or permit process);
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.
- .12 Revisions to Instruments of Service necessary as a result of untimely, incomplete, or uncoordinated plans and specifications for Delegated Design Components, and coordination of such untimely plans and specifications.

§ 3.2.2
(Paragraphs deleted)
Not Used.

§ 3.2.3
(Paragraphs deleted)
Not Used.

§ 3.2.4 Not Used.

§ 3.2.5 Not Used.

ARTICLE 4 OWNER’S RESPONSIBILITIES

§ 4.1 The Owner shall establish the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner’s other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner’s budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project’s scope and quality, and to a corresponding change to the Architect’s fee and schedule. The Architect is not required to revise the Instruments of Service until the Owner and Architect agree on the adjustment to the Project’s scope and quality, the schedule, and Architect’s fee.

§ 4.2 Not Used

§ 4.3 Not Used

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§ 4.4 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.5 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 3.1.1.

§ 4.7 Not Used.

§ 4.8 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities, or that modify the Contract Documents. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 4.9 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in the Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 4.10 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 5 COST OF THE WORK

§ 5.1 For purposes of the Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 5.3 In preparing estimates of the Cost of Work, the Architect, through its Cost Estimating Consultant, shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 3.1.1, as a Supplemental Service.

§ 5.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 180 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 5.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 5.6 If the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 not used;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, the Owner and the Architect shall discuss the cause of the bids exceeding the Owner’s budget. The Architect, with any additional compensation as determined per negotiations between the Owner and Architect, shall modify the Construction Documents as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 5.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner’s budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 6.3; otherwise the Architect’s services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect’s modification of the Construction Documents shall be the limit of the Architect’s responsibility under this Article 5.

ARTICLE 6 COMPENSATION

§ 6.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Architect’s Basic Services as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted)

As provided in the attached Architectural / Engineering Fee Proposal dated January 09, 2025

§ 6.2 For the Architect’s Supplemental Services designated in Section 3.1.1 and for any Sustainability Services required pursuant to Section 3.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As provided in the attached Architectural / Engineering Fee Proposal dated January 09, 2025

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

As provided in the attached Architectural / Engineering Fee Proposal dated January 09, 2025

§ 6.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 6.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | |
|------------------------|--------------------------|
| Schematic Design Phase | eighteen percent (18 %) |
|------------------------|--------------------------|

| | | | | |
|------------------------------|--------------|-----------|-----|----|
| Design Development Phase | twenty | percent (| 20 | %) |
| Construction Documents Phase | thirty-one | percent (| 31 | %) |
| Procurement Phase | two | percent (| 2 | %) |
| Construction Phase | twenty-seven | percent (| 27 | %) |
| Project Closeout | two | | 2 | %) |
| <hr/> | | | | |
| Total Basic Compensation | one hundred | percent (| 100 | %) |

§ 6.6 Not Used

§ 6.6.1 Not Used

§ 6.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

As provided in the attached Architectural / Engineering Fee Proposal dated January 09, 2025

§ 6.8 Not Used.

§ 6.9 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ten percent 10%

ARTICLE 7 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference: (List other documents, if any, including any exhibits relied on in Section 3.1.)

- Exhibit AA – Architect / Engineering Fee Proposal dated January 09,2025
- Exhibit A – Concept Site Plan and Floor Plans
- Exhibit B – Concept Program
- Exhibit C – Conceptual Rendering
- Exhibit D – Conceptual Narrative
- Exhibit E – Conceptual Cost Estimate
- Exhibit F – B201-2017
- Exhibit G – Aetta Hourly Fee Breakdown Summary
- Exhibit H – TCA Hourly Fee Breakdown Summary
- Exhibit I – MacKay Sposito Hourly Fee Breakdown Summary
- Exhibit J – PCS Hourly Fee Breakdown Summary
- Exhibit K – Interface Hourly Fee Breakdown Summary
- Exhibit L – Certa Hourly Fee Breakdown Summary
- Exhibit M – Wiggins Hourly Fee Breakdown Summary
- Exhibit N – ecoREAL Hourly Fee Breakdown Summary
- Exhibit O – R & C Management Hourly Fee Breakdown Summary
- Exhibit P – Aetta Architects, PC 2024 Rates and Reimbursables

ARTICLE 8 NOT USED

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Owner fails to perform its Owner responsibilities as required by this Agreement, the Architect may also elect to suspend services. If the Architect elects to suspend services, the Architect shall give thirty days’ written notice to the Owner before suspending services. In the event of a suspension of

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services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. The Architect's election not to suspend services under this provision does not waive the Architect's rights, remedies, claims or defenses.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Not Used.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

(Paragraphs deleted)

EXHIBIT G - AETTA ARCHITECTS HOURLY FEE BREAKDOWN SUMMARY

Item 5.

| FEE SUMMARY | | | | | | | | | | | | | |
|--|-----------|-----------------|---------------|--------------|-------------|------------|---------------|----------------|-------------|-------------------|----------------|---------------------|--|
| CLIENT: Camas Washougal Fire Department | | | | | | | | | | | | | |
| Headquarters Station 41 Replacement | | | | | | | | | | | | | |
| Project No: 23048.1 | | | | | | | | | | | | | |
| | Principal | Project Manager | Architect III | Designer III | Designer II | Designer I | Interiors III | Admin Services | Total Hours | Duration in weeks | Hours per week | Fee Hours per Phase | |
| 2024 Billing Rates | \$ 260.00 | \$ 220.00 | \$ 200.00 | \$ 180.00 | \$ 140.00 | \$ 100.00 | \$ 180.00 | \$ 80.00 | | | | | |
| Scope | | | | | | | | | | | | | |
| Schematic Design | 6 | 94 | 168 | 104 | 77 | 52 | 78 | 8 | 587 | 12 | 49 | \$ 105,220.00 | |
| Design Schedule | 2 | 8 | | | | | | | | | | | |
| Research & Investigation | | | 8 | | | | | 8 | | | | | |
| Owner Meetings | 2 | 6 | 6 | | | | | 6 | | | | | |
| Consultant Meetings | | 6 | 6 | | 4 | | | | | | | | |
| Internal Meetings | | 12 | 12 | 12 | 12 | 12 | 12 | | | | | | |
| Documentation and Correspondence | | | 20 | | | | | | | | | | |
| AHJ Engagement and Coordination | | | 6 | | | | | | | | | | |
| Building Design | | | 8 | | 24 | | | | | | | | |
| Interior Design | | | | 12 | | | | | | | | | |
| Cover Sheet | | | | | | | | | | | | | |
| Code Analysis | | 8 | 24 | | | | | | | | | | |
| Site Plan Coordination | | | | 8 | | | | | | | | | |
| Consultant Coordination / Management | | | | 24 | | | | | | | | | |
| Floor Plan (s) | | | | 20 | 24 | 25 | | | | | | | |
| Exterior Elevations | | | | 6 | | 18 | | | | | | | |
| Building Sections | | | | 12 | 12 | 18 | | | | | | | |
| Reflected Ceiling Plans | | | | | | | | | | | | | |
| Interior Elevations | | | | | | | 16 | 12 | | | | | |
| TOC Specifications (for Cost Estimating) | | 4 | | | | | | | | | | | |
| QA Review and Mark-up | | | | 8 | | | | | | | | | |
| QC Review and Mark-up | | | 8 | | | | | | | | | | |
| Cost Reconciliation | | | 8 | 8 | | | | 4 | | | | | |
| Administration / Accounting | 2 | | | | | | | 8 | | | | | |
| Design Development | 4 | 92 | 168 | 136 | 98 | 51 | 100 | 8 | 657 | 12 | 55 | \$ 116,820.00 | |
| Design Schedule Review | | 6 | | | | | | | | | | | |
| Research & Investigation | | | 24 | | | | | 24 | | | | | |
| Owner Meetings | 2 | 6 | 6 | | | | | 6 | | | | | |
| Consultant Meetings | | 6 | 6 | | 6 | | | | | | | | |
| Internal Meetings | | 12 | 12 | 12 | 12 | 12 | | 6 | | | | | |
| Documentation and Correspondence | | | 20 | | | | | | | | | | |
| AHJ Engagement and Coordination | | | 6 | | | | | | | | | | |
| Building Design | | | 8 | | 20 | | | | | | | | |
| Interior Design | | | | 12 | | | | | | | | | |
| Cover Sheet | | | | | | | | | | | | | |
| Code Analysis | | | | | | | | | | | | | |
| Site Plan Coordination | | | | 4 | | | | | | | | | |
| Consultant Coordination / Management | | | | | 20 | | | | | | | | |
| Floor Plan (s) | | | | 8 | 20 | 24 | | | | | | | |
| Roof Plans | | | | 4 | 20 | | | | | | | | |
| Exterior Elevations | | | 4 | 6 | | 12 | | | | | | | |
| Building Sections | | | | 6 | | 12 | | | | | | | |
| Exterior Details | | | | 6 | 12 | 12 | | | | | | | |
| Reflected Ceiling Plans | | | | | | | | | | | | | |
| Interior Elevations | | | | | | | 12 | 8 | | | | | |
| Wall Types | | | | | 8 | | | | | | | | |
| Door & Window Types | | | | | | 12 | | | | | | | |
| Door Schedule | | | | 8 | | 8 | | | | | | | |
| Room Finish Schedule | | | | | | | | | | | | | |
| Interior Details | | | | | | | 12 | 8 | | | | | |
| Floor Finish Plans | | | | | | | | 8 | | | | | |
| Demolition Plans | | | | 4 | 16 | | | | | | | | |
| Outline Specifications | | | 8 | 4 | | | | | | | | | |
| QA Review and Mark-up | | | | 8 | | | | | | | | | |

EXHIBIT G - AETTA ARCHITECTS HOURLY FEE BREAKDOWN SUMMARY

Item 5.

| FEE SUMMARY | Principal | Project Manager | Architect III | Designer III | Designer II | Designer I | Interiors III | Admin Services | Total Hours | Duration in weeks | Hours per week | Fee Hours per Phase |
|--|-----------|-----------------|---------------|--------------|-------------|------------|---------------|----------------|--------------|-------------------|----------------|----------------------|
| CLIENT: Camas Washougal Fire Department | | | | | | | | | | | | |
| Headquarters Station 41 Replacement | | | | | | | | | | | | |
| Project No: 23048.1 | | | | | | | | | | | | |
| QC Review and Mark-up | | 8 | | | | | | | | | | |
| Cost Reconciliation | | 8 | 8 | | | | | 4 | | | | |
| Administration / Accounting | 2 | | | | | | | 8 | | | | |
| Construction Documents | 8 | 178 | 260 | 152 | 184 | 78 | 146 | 8 | 1,014 | 16 | 63 | \$ 181,080.00 |
| Design Schedule Review | | 6 | | | | | | | | | | |
| Research & Investigation | | | 16 | | | | | 16 | | | | |
| Owner Meetings | 4 | 8 | 8 | | | | | 8 | | | | |
| Consultant Meetings | | 8 | | | 8 | | | | | | | |
| Internal Meetings | | 16 | 16 | 16 | 16 | 16 | | 8 | | | | |
| Documentation and Correspondence | | 24 | 24 | | | | | | | | | |
| Interior Design | | | 12 | | | | | 24 | | | | |
| Cover Sheet | | | | | | 4 | | | | | | |
| Code Analysis | | 8 | 12 | | | | | | | | | |
| Site Plan Coordination | | | | | | | | | | | | |
| Consultant Coordination / Management | | | | 24 | | | | | | | | |
| Floor Plan (s) | | | 12 | 20 | 24 | | | | | | | |
| Roof Plans | | | 8 | 16 | | | | | | | | |
| Exterior Elevations | | | 12 | | 24 | | | | | | | |
| Building Sections | | | 12 | | 24 | | | | | | | |
| Exterior Details | | 8 | 12 | 16 | 24 | | | | | | | |
| Reflected Ceiling Plans | | | | | | 16 | 12 | | | | | |
| Interior Elevations | | | | | | 24 | 16 | | | | | |
| Wall Types | | | | 16 | | | | | | | | |
| Door & Window Types | | | | | 28 | | | | | | | |
| Door Schedule | | | 8 | 12 | | | | | | | | |
| Room Finish Schedule | | | | | | | | 24 | | | | |
| Interior Details | | | 8 | | 36 | | | 16 | | | | |
| Floor Finish Plans | | | | | | 18 | 18 | | | | | |
| Demolition Plans | | | 24 | 32 | | | | | | | | |
| Divisions 0 & 1 coordination with Owner | | 24 | | | | | | | | | | |
| Complete Specifications | | 24 | 24 | | | | | | | | | |
| Bid Prep | | 12 | | | | | | | | | | |
| QA Review and Mark-up | | | 12 | | | | | | | | | |
| QC Review and Mark-up | | 16 | | | | | | | | | | |
| Permit Application and Submittal | | 16 | | | | | | | | | | |
| Permit Responses | | | 24 | | | | | | | | | |
| Cost Reconciliation | | 8 | 8 | | | | | 4 | | | | |
| Administration / Accounting | 4 | | | | | | | 8 | | | | |
| Construction Procurement (Bidding) | 0 | 18 | 37 | 0 | 0 | 0 | 0 | 2 | 57 | 4 | 14 | \$ 11,520.00 |
| Documentation and Correspondence | | 6 | 14 | | | | | | | | | |
| Addenda/ Bid assist | | 6 | 14 | | | | | | | | | |
| Pre-Bid Conference | | 6 | | | | | | | | | | |
| Substitution Requests | | | 9 | | | | | | | | | |
| Administration / Accounting | 0 | | | | | | | 2 | | | | |
| Contract Administration | 24 | 116 | 544 | 88 | 0 | 0 | 0 | 16 | 788 | 52 | 15 | \$ 157,680.00 |
| Documentation and Correspondence | | 60 | 80 | | | | | | | | | |
| Pre-Construction Meeting | | | 8 | 8 | | | | | | | | |
| OAC Meetings/Site Visits | 20 | 40 | 72 | | | | | | | | | |
| Submittal Review | | | 80 | | | | | | | | | |
| Pay Application Review | | 16 | | | | | | 8 | | | | |
| RFI Responses | | | 80 | | | | | | | | | |
| PR's / COP's / CO's | | | 80 | | | | | | | | | |
| Operations and Maintenance Manual Review | | | 72 | 40 | | | | | | | | |
| Record Documents Review | | | 72 | 40 | | | | | | | | |
| Administration / Accounting | 4 | | | | | | | 8 | | | | |

EXHIBIT G - AETTA ARCHITECTS HOURLY FEE BREAKDOWN SUMMARY

Item 5.

| FEE SUMMARY CLIENT: Camas Washougal Fire Department Headquarters Station 41 Replacement Project No: 23048.1 | Principal | Project Manager | Architect III | Designer III | Designer II | Designer I | Interiors III | Admin Services | Total Hours | Duration in weeks | Hours per week | Fee Hours per Phase |
|--|--------------|-----------------|---------------|--------------|--------------|--------------|---------------|----------------|-------------|-------------------|----------------|---------------------|
| Closeout | 0 | 6 | 26 | 28 | 0 | 0 | 0 | 0 | 60 | 4 | 15 | \$ 11,560.00 |
| Documentation and Correspondence | | 4 | 4 | | | | | | | | | |
| Punchlists | | | 18 | 18 | | | | | | | | |
| Punchlist Back Check | | | | 10 | | | | | | | | |
| Completion and Final Payment Certificates | 0 | 2 | 4 | | | | | | | | | |
| Supplemental SD and CD Renderings | 8 | 0 | 20 | 0 | 11 | 48 | 20 | 0 | 107 | | | \$ 16,020.00 |
| Meetings | | | 8 | | | | 8 | | | | | |
| Review | 8 | | 12 | | | | 12 | | | | | |
| Renderings/Presentations | | | | | 11 | 48 | | | | | | |
| Public Engagement | 6 | 8 | 0 | 4 | 0 | 0 | 0 | 0 | 18 | | | \$ 4,040.00 |
| Documentation | 2 | 4 | | 4 | | | | | | | | |
| Attendance | 4 | 4 | | | | | | | | | | |
| Supplemental Conformed CDs | 0 | 0 | 2 | 0 | 12 | 0 | 0 | 0 | 14 | 2 | 7 | \$ 2,080.00 |
| Documentation | | | 2 | | 12 | | | | | | | |
| Interior Design Support for FF&E | 0 | 4 | 32 | 0 | 0 | 22 | 58 | 0 | 116 | 12 | 10 | \$ 19,920.00 |
| Meetings | | 4 | 8 | | | | 8 | | | | | |
| Documentation | | | | | | 22 | 24 | | | | | |
| Research & Investigation | | | 8 | | | | 8 | | | | | |
| Specifications | | | 16 | | | | 18 | | | | | |
| Total Basic + Supplemental Services Hours | 56 | 516 | 1,257 | 512 | 382 | 251 | 402 | 42 | 3,418 | | | |
| Total Basic + Supplemental Services Fee | \$ 14,560.00 | \$ 113,520.00 | \$ 251,400.00 | \$ 92,160.00 | \$ 53,480.00 | \$ 25,100.00 | \$ 72,360.00 | \$ 3,360.00 | 3,418 | 100 | 211 | \$ 625,940.00 |

Estimated Fee Breakdown Clarifications

1. Fee Breakdown amounts do not exactly match Proposal Fee amounts due to rounding in hourly units. The Proposal Fee amounts are the contract amounts.
2. Although Total Hours per Phase will not change, Hourly Task distributions within each phase will shift between tasks as work and need develop.

EXHIBIT H - TCA ARCHITECTS HOURLY FEE BREAKDOWN SUMMARY

Item 5.

| FEE SUMMARY CLIENT: Camas Washougal Fire Department Headquarters Station 41 Replacement Project No: 23048.1 | Senior Principal | Associate Principal | Architect/ Designer III | Project Manager II | Architect/ Designer II | Architect Designer I | Admin Services | Total Hours | Duration in weeks | Hours per week | Fee Hours per Phase |
|---|------------------|---------------------|-------------------------|--------------------|------------------------|----------------------|----------------|-------------|-------------------|----------------|---------------------|
| 2024 Billing Rates | \$ 245.00 | \$ 195.00 | \$ 185.00 | \$ 180.00 | \$ 175.00 | \$ 155.00 | \$ 100.00 | | | | |
| Scope | | | | | | | | | | | |
| Schematic Design | 145 | 16 | 279 | 32 | 0 | 313 | 8 | 793 | 12 | 66 | \$ 145,335.00 |
| Design Schedule | 2 | | 12 | | | | | | | | |
| Research & Investigation | 4 | | 16 | | | | 4 | | | | |
| Owner Meetings | 36 | | 18 | | | | | | | | |
| Consultant Meetings | 12 | | 12 | | | 12 | | | | | |
| Internal Meetings | 12 | | 12 | | | 8 | | | | | |
| Documentation and Correspondence | 4 | | 24 | | | 40 | | | | | |
| AHJ Engagement and Coordination | 2 | | 8 | | | | | | | | |
| Building Design | 24 | | 40 | | | 80 | | | | | |
| Interior Design | 1 | | 4 | | | 7 | | | | | |
| Cover Sheet | 1 | | 4 | | | | | | | | |
| Code Analysis | 4 | | 8 | | | | | | | | |
| Site Plan Coordination | 4 | | 8 | | | 8 | | | | | |
| Consultant Coordination / Management | 8 | | 16 | | | | | | | | |
| Floor Plan (s) | 8 | | 24 | | | 40 | | | | | |
| Exterior Elevations | 4 | | 16 | | | 24 | | | | | |
| Building Sections | 2 | | 16 | | | 24 | | | | | |
| Reflected Ceiling Plans | | | 8 | | | 18 | | | | | |
| Interior Elevations | 1 | | 8 | | | 24 | | | | | |
| TOC Specifications (for Cost Estimating) | 2 | | 4 | 12 | | | | | | | |
| QA Review and Mark-up | 4 | 12 | 8 | | | 24 | | | | | |
| QC Review and Mark-up Backcheck | | 4 | | | | | | | | | |
| Cost Reconciliation | 4 | | 8 | | | | | | | | |
| Renderings/Presentation | 2 | | 5 | 20 | | | | | | | |
| Administration / Accounting | 4 | | | | | | 8 | | | | |
| | | | | | | | | | | | |
| Design Development | 96 | 16 | 193 | 48 | 132 | 132 | 7 | 624 | 12 | 52 | \$ 115,245.00 |
| Design Schedule Review | 1 | | 4 | | | | | | | | |
| Research & Investigation | 2 | | 12 | | | | | | | | |
| Owner Meetings | 24 | | 12 | | | | | | | | |
| Consultant Meetings | 10 | | 10 | | | 4 | | | | | |
| Internal Meetings | 10 | | 10 | | | | | | | | |
| Documentation and Correspondence | 2 | | 4 | | | | | | | | |
| AHJ Engagement and Coordination | 1 | | 2 | | | | | | | | |
| Building Design | 8 | | 24 | | | 16 | | | | | |
| Interior Design | | | 4 | | | 8 | | | | | |
| Cover Sheet | | | | | | | | | | | |
| Code Analysis | 1 | | 2 | | | | | | | | |
| Site Plan Coordination | 1 | | 4 | | | | | | | | |
| Consultant Coordination / Management | 1 | | 2 | | | | | | | | |
| Floor Plan (s) | 4 | | 8 | | | 16 | | | | | |
| Roof Plans | 1 | | 4 | | | 2 | | | | | |
| Exterior Elevations | 2 | | 4 | | | 4 | | | | | |
| Building Sections | 1 | | 8 | | | 12 | | | | | |
| Exterior Details | 2 | | 2 | | | 2 | | | | | |
| Reflected Ceiling Plans | 1 | | 6 | | | 4 | | | | | |
| Interior Elevations | 2 | | 8 | | | 16 | | | | | |
| Wall Types | 2 | | 8 | | | 2 | | | | | |
| Door & Window Types | 1 | | 4 | | | | | | | | |
| Door Schedule | 1 | | 4 | | | 2 | | | | | |
| Room Finish Schedule | 1 | | 4 | | | 2 | | | | | |

EXHIBIT H - TCA ARCHITECTS HOURLY FEE BREAKDOWN SUMMARY

Item 5.

| FEE SUMMARY CLIENT: Camas Washougal Fire Department Headquarters Station 41 Replacement Project No: 23048.1 | Senior Principal | Associate Principal | Architect/ Designer III | Project Manager II | Architect/ Designer II | Architect Designer I | Admin Services | Total Hours | Duration in weeks | Hours per week | Fee Hours per Phase |
|---|------------------|------------------------|----------------------------|-----------------------|---------------------------|-------------------------|----------------|-------------|----------------------|-------------------|------------------------|
| Interior Details | 2 | | 18 | | | 12 | | | | | |
| Floor Finish Plans | 2 | | 4 | | | 12 | | | | | |
| Demolition Plans | | | 1 | | | 2 | | | | | |
| Outline Specifications | 1 | | 4 | 24 | | | | | | | |
| QA Review and Mark-up | 2 | 12 | 8 | | | 16 | | | | | |
| QC Review and Mark-up | | 4 | | | | | | | | | |
| Cost Reconciliation | 4 | | 6 | | | | | | | | |
| Renderings/Presentation | 2 | | 2 | 24 | | | | | | | |
| Administration / Accounting | 4 | | | | | | 7 | | | | |
| Construction Documents | 102 | 44 | 288 | 76 | 0 | 154 | 6 | 670 | 16 | 42 | \$ 125,000.00 |
| Design Schedule Review | 2 | | 4 | | | | | | | | |
| Research & Investigation | 1 | | 12 | | | | | | | | |
| Owner Meetings | 24 | | 12 | | | | | | | | |
| Consultant Meetings | 12 | | 12 | | | 12 | | | | | |
| Internal Meetings | 10 | | 10 | | | 10 | | | | | |
| Documentation and Correspondence | 2 | | 12 | | | | | | | | |
| Interior Design | 2 | | 16 | | | | | | | | |
| Cover Sheet | | | | | | | | | | | |
| Code Analysis | 1 | | 2 | | | | | | | | |
| Site Plan Coordination | 1 | | 4 | | | | | | | | |
| Consultant Coordination / Management | 1 | | 2 | | | | | | | | |
| Floor Plan (s) | 4 | | 36 | | | 24 | | | | | |
| Roof Plans | 1 | | 8 | | | | | | | | |
| Exterior Elevations | 2 | | 8 | | | 2 | | | | | |
| Building Sections | 1 | | 24 | | | 16 | | | | | |
| Exterior Details | 1 | | 24 | | | | | | | | |
| Reflected Ceiling Plans | 1 | | 12 | | | 4 | | | | | |
| Interior Elevations | 1 | | 8 | | | 8 | | | | | |
| Wall Types | 2 | | 12 | | | 4 | | | | | |
| Door & Window Types | 2 | | 10 | | | 8 | | | | | |
| Door Schedule | 2 | | 8 | | | 8 | | | | | |
| Room Finish Schedule | 2 | | 8 | | | 2 | | | | | |
| Interior Details | | | 24 | | | 36 | | | | | |
| Floor Finish Plans | 1 | | 8 | | | 16 | | | | | |
| Demolition Plans | | | | | | | | | | | |
| Divisions 0 & 1 coordination with Owner | 4 | | | 2 | | | | | | | |
| Complete Specifications | 4 | | 12 | 32 | | | | | | | |
| Bid Prep - Advertisement | 1 | | | 4 | | | | | | | |
| QA Review and Mark-up | 4 | 36 | | 24 | | | | | | | |
| QC Review and Mark-up | 4 | 8 | | 8 | | | | | | | |
| Permit Application and Submittal | | | | | | | | | | | |
| Permit Responses | 2 | | | 2 | | | | | | | |
| Cost Reconciliation | 4 | | | 4 | | 4 | | | | | |
| Renderings/Presentation | | | | | | | | | | | |
| Administration / Accounting | 3 | | | | | | 6 | | | | |
| Construction Procurement (Bidding) | 14 | 0 | 6 | 0 | 0 | 0 | 1 | 21 | 4 | 5 | \$ 4,640.00 |
| Documentation and Correspondence | 1 | | 2 | | | | | | | | |
| Addenda/ Bid assist | 2 | | 2 | | | | | | | | |
| Pre-Bid Conference | 8 | | | | | | | | | | |
| Substitution Requests | 2 | | 2 | | | | | | | | |
| Conformed Set | | | | | | | | | | | |

EXHIBIT H - TCA ARCHITECTS HOURLY FEE BREAKDOWN SUMMARY

Item 5.

| FEE SUMMARY CLIENT: Camas Washougal Fire Department Headquarters Station 41 Replacement Project No: 23048.1 | Senior Principal | Associate Principal | Architect/ Designer III | Project Manager II | Architect/ Designer II | Architect Designer I | Admin Services | Total Hours | Duration in weeks | Hours per week | Fee Hours per Phase |
|---|----------------------|---------------------|-------------------------|---------------------|------------------------|----------------------|--------------------|--------------|-------------------|----------------|----------------------|
| Administration / Accounting | 1 | | | | | | 1 | | | | |
| Contract Administration | 107 | 0 | 8 | 184 | 0 | 8 | 5 | 312 | 52 | 6 | \$ 62,555.00 |
| Documentation and Correspondence | 16 | | | 30 | | | | | | | |
| Pre-Construction Meeting | 10 | | | 10 | | | | | | | |
| OAC Meetings/Site Visits | 40 | | | 60 | | | | | | | |
| Submittal Review | 4 | | 8 | 24 | | 8 | | | | | |
| Pay Application Review | 12 | | | 4 | | | | | | | |
| RFI Responses | 8 | | | 16 | | | | | | | |
| PR's / COP's / CO's | 12 | | | 40 | | | | | | | |
| Operations and Maintenance Manual Review | | | | | | | | | | | |
| Record Documents Review | | | | | | | | | | | |
| Administration / Accounting | 5 | | | | | | 5 | | | | |
| Closeout | 10 | 0 | 10 | 0 | 0 | 0 | 1 | 21 | 4 | 5 | \$ 4,400.00 |
| Documentation and Correspondence | 2 | | 2 | | | | 1 | | | | |
| Punchlists | 8 | | 8 | | | | | | | | |
| Punchlist Back Check | | | | | | | | | | | |
| Completion and Final Payment Certicates | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| Total Basic Services Hours | 474 | 76 | 784 | 340 | 132 | 607 | 28 | 2,441 | | | |
| Total Basic Services Fee | \$ 116,130.00 | \$ 14,820.00 | \$ 145,040.00 | \$ 61,200.00 | \$ 23,100.00 | \$ 94,085.00 | \$ 2,800.00 | 2,441 | 100 | 176 | \$ 457,175.00 |

Estimated Fee Breakdown Clarifications

1. Fee Breakdown amounts do not exactly match Proposal Fee amounts due to rounding in hourly units. The Proposal Fee amounts are the contract amounts.
2. Although Total Hours per Phase will not change, Hourly Task distributions within each phase will shift between tasks as work and need develop.

EXHIBIT I - MacKay Sposito HOURLY FEE BREAKDOWN SUMMARY

Item 5.

| Fee Schedule | | | | | | | | | | | | |
|--------------|--|-------------------|--------------------|-----------------|----------------|-------------------|-----------------|----------------|-------------|------------|----------------|--|
| TASK | MacKay Sposito | | | | | | | | Total Hours | Total Fees | | |
| | Steven M. fee/hr | Melanie P. fee/hr | Planner III fee/hr | Peter T. fee/hr | Greg O. fee/hr | Michael R. fee/hr | LD Asst. fee/hr | LD Mgr. fee/hr | | | | |
| | \$200 | \$182 | \$168 | \$240 | \$202 | \$156 | \$106 | \$252 | | | | |
| 2.1 | Schematic Design | | | | | | | | | | | |
| 2.1.1 | Collaboration with owner, architect, and other professionals in the preparation, coordination and finalization of a conceptual layout plan, including any building location, parking, circulation and civil design components, as required | | 8 | | | | | | | | \$1,456 | |
| 2.1.2 | Attendance at two (2) project team meetings to formalize the final conceptual layout, as necessary; | 4 | | | | 4 | | | | | \$1,608 | |
| 2.1.3 | Review final layout for compliance with the City of Camas Zoning and Development standards | | 8 | | | | | | | | \$1,456 | |
| 2.1.4 | Coordinate submittal process and timeline with owner and architect, prior to formal submittal | 4 | 12 | | | | | | | | \$2,984 | |
| Total | | | | | | | | | | | \$7,504 | |
| 3.1 | Planning Services | | | | | | | | | | | |
| 3.1.1 | Preparation of existing conditions base map | | | | 2 | 16 | | | | 18 | \$2,900 | |
| 3.1.2 | Preparation of preliminary site plan in ACAD | | 20 | | | | | | | 20 | \$3,640 | |
| 3.1.3 | Preparation of an Access and Circulation Plan in ACAD | | | | 2 | 8 | | | | 10 | \$1,652 | |
| 3.1.4 | Prepare code compliant landscaping and lighting location plan (see Landscape Task) | | | | | | | | | 0 | \$0 | |
| 3.1.5 | Preparation of application and code compliant project narratives | | 26 | | | | | | | 26 | \$4,732 | |
| 3.1.6 | Preparation of SEPA checklist | | | 24 | | | | | | 24 | \$4,032 | |
| 3.1.7 | Prepare and submit public health packet, if required | | | 3 | | | | | | 3 | \$504 | |
| 3.1.8 | Coordinate with required agencies to incorporate required materials into submittal packet | 1 | 2 | | | | | | | 3 | \$564 | |
| 3.1.9 | Incorporate bldg. envelopes, elevations, renderings, landscape and tree plans and preliminary civil plans into submittal packet | | 2 | | | | | | | 2 | \$364 | |

EXHIBIT I - MacKay Sposito HOURLY FEE BREAKDOWN SUMMARY

Item 5.

| | | | | | | | | | | | |
|--|--|---|---|--|---|----|----|---|--|----|-----------------|
| 3.1.10 | Coordinate with subconsultants to incorporate plans, reports, and materials into submittal packet | | 8 | | | | | | | 8 | \$1,456 |
| 3.1.11 | Coordinate with Camas Comm Dev to determine required materials for submittal packet | | 1 | | | | | | | 1 | \$182 |
| 3.1.12 | Review submittal packet; QA/QC | 3 | | | 2 | 3 | | | | 8 | \$1,686 |
| 3.1.13 | Assemble required submittal packet | | | | | | | 6 | | 6 | \$636 |
| 3.1.14 | Submit package to the City of Camas | | | | | | | 2 | | 2 | \$212 |
| 3.1.15 | Attendance at 2 project team mtgs. | 4 | | | | 4 | | | | 8 | \$1,608 |
| 3.1.16 | Track overall Type II land use permit process | 4 | | | | | | | | 4 | \$800 |
| 3.1.17 | Review staff report and conditions of approval and provide clarifications and rebuttals to conditions, if needed | | 3 | | | 3 | | | | 6 | \$1,152 |
| 3.1.18 | Review and debrief final written decision and conditions of approval | 2 | 4 | | | | | | | 6 | \$1,128 |
| 3.2 | Design Review | | | | | | | | | | |
| 3.2.1 | Prepare and present project to Design Review Committee | 1 | 3 | | | | | | | 4 | \$746 |
| 3.2.2 | Review written recommendations and respond, if necessary | 1 | 2 | | | | | | | 3 | \$564 |
| 3.3 | Final Site Plan Review | | | | | | | | | | |
| 3.3.1 | Prepare application form | | | | | | | 2 | | 2 | \$212 |
| 3.3.2 | Prepare Final Site Plan in ACAD | | | | | | 12 | | | 12 | \$1,872 |
| 3.3.3 | Incorporate Final Landscape Plan and Final Civil Plans into final submittal | | 4 | | | | | | | 4 | \$728 |
| 3.3.4 | Review submittal packet; QA/QC | 4 | | | 2 | | | | | 6 | \$1,280 |
| 3.3.5 | Assemble required submittal packet | | | | | | | 4 | | 4 | \$424 |
| 3.3.6 | Submit and process for Final Approval | | | | | | | 1 | | 1 | \$106 |
| Total | | | | | | | | | | 0 | \$33,180 |
| 5.1 | Engineering Design Services (Prelim.) | | | | | | | | | | |
| 5.1.1 | Prepare preliminary utilities layout plan for the site plan review packet | | | | 4 | 24 | | | | 28 | \$5,808 |
| 5.1.2 | Research existing stormwater system and how project will impact it | | | | 4 | 12 | | | | 16 | \$3,384 |
| 5.1.3 | Design stormwater system for project to meet City requirements | | | | 8 | 24 | | | | 32 | \$6,768 |
| 5.1.4 | Prepare preliminary stormwater Technical Information Report (TIR) | | | | 8 | 40 | | | | 48 | \$10,000 |
| 5.1.5 | Preliminary stormwater and utility plan to include in the site plan review packet | | | | 8 | 32 | | | | 40 | \$8,384 |
| Sub-total for Preliminary Engineering | | | | | | | | | | | \$34,344 |
| 5.2 | Final Engineering/Site Construction Plans | | | | | | | | | | |

EXHIBIT I - MacKay Sposito HOURLY FEE BREAKDOWN SUMMARY

Item 5.

| | | | | | | | | | | | |
|--|---|---|--|--|---|----|--|---|--|----|-----------------|
| 5.2.1 | Prepare final engineering plans for utilities, ingress/egress, parking, and associated stormwater plans for approval by the City of Camas; | | | | 8 | 40 | | | | 48 | \$10,000 |
| 5.2.2 | A capacity analysis of the downstream storm system is not included. If one is required during the review process, a scope of work will be developed in conjunction with city staff. | | | | 8 | 20 | | | | 28 | \$5,960 |
| 5.2.3 | Develop hydraulic models to size stormwater conveyance system and modify hydrologic models as needed to address final design requirements; | | | | 8 | 40 | | | | 48 | \$10,000 |
| 5.2.4 | Modify the preliminary stormwater TIR and associated exhibits to address changes to the proposed stormwater system based on final design requirements | | | | 4 | 20 | | | | 24 | \$5,000 |
| 5.2.5 | Prepare a Stormwater Plan detailing how the stormwater will be collected, conveyed and treated in accordance with City of Camas Code; | | | | 8 | 40 | | | | 48 | \$10,000 |
| 5.2.6 | Prepare Storm Facility Plans as required to detail the different stormwater facilities required to meet both quantity and quality control requirements | | | | | | | | | 0 | \$0 |
| 5.2.7 | Prepare a detailed utility plan to address how the site will be served for sanitary and water; | | | | 8 | 20 | | | | 28 | \$5,960 |
| 5.2.8 | Prepare a grading and erosion control plan | | | | | | | | | 0 | \$0 |
| 5.2.9 | Prepare a Stormwater Pollution Prevention Plan (SWPPP) as required by the City of Camas and the Department of Ecology | | | | 8 | 20 | | | | 28 | \$5,960 |
| Sub-total for Final Engineering | | | | | | | | | | | \$52,880 |
| Total for Engineering Design Services | | | | | | | | | | | \$87,224 |
| 6.0 | Project Management and Facilitation | | | | | | | | | | |
| 6.1 | Provide overall Project Management and Facilitation | 6 | | | | | | | | 6 | \$1,200 |
| 6.2 | Coordinate, schedule, and attend team meetings to discuss project budget, scope, and schedule (assumes 2 meetings) | | | | | | | 4 | | 4 | \$1,008 |
| 6.3 | Coordinate and communicate with Owner, Architect, Agency, and Sub-Consultants, as necessary; | 6 | | | | | | | | 6 | \$1,200 |
| 6.4 | Prepare monthly invoices | | | | | | | 4 | | 4 | \$1,008 |

EXHIBIT I - MacKay Sposito HOURLY FEE BREAKDOWN SUMMARY

Item 5.

| | | | | | | | | | | | |
|--------------|--|----|--|--|---|----|----|--|--|----|-----------------|
| 6.5 | Track overall budget/permit process/approval with Agency | 6 | | | | | | | | 6 | \$1,200 |
| Total | | | | | | | | | | | \$5,616 |
| 7.0 | Meetings and Coordination | | | | | | | | | | |
| 7.1 | Attend project team meetings on a recurring basis (assumes bi-monthly) | 18 | | | | | | | | 18 | \$3,600 |
| 7.2 | Attend team meetings with Owner at key milestones in the land use and engineering application process, and for design review | 12 | | | | | | | | 12 | \$2,400 |
| 7.3 | Attend and participate in coordination meetings with project team and Owner on an as-needed basis. | 8 | | | | | | | | 8 | \$1,600 |
| Total | | | | | | | | | | | \$7,600 |
| 8.0 | Construction Services | | | | | | | | | | |
| 8.1 | Attend pre-construction meeting with the Owner, Contractor, and Agency | | | | 4 | 4 | | | | 8 | \$1,768 |
| 8.2 | Provide bidding assistance to the Architect and Owner | | | | 6 | 12 | | | | 18 | \$3,864 |
| 8.3 | Provide engineering support and respond to RFI's and contractor submittals during construction | | | | 8 | 48 | | | | 56 | \$11,616 |
| 8.4 | Preparation of as-builts as required by the City for final acceptance | | | | 2 | 4 | 40 | | | 46 | \$7,528 |
| Total | | | | | | | | | | | \$24,776 |

| TASK | MacKay Sposito | | | | | | Hood McNees | | Total Hours | Total Fees |
|--|--------------------------|-------------------------|---------------------------|---------------------------|---------------------------|-------------------------|------------------------------|--------------------------------|-------------|------------|
| | Jim S fee/hr \$178 | Earl fee/hr \$132 | Joshua fee/hr \$122 | Taylor fee/hr \$210 | Survey Lump Sum \$1 | Admin fee/hr \$83 | Principal fee/hr \$150 | Elect. Eng. fee/hr \$130 | | |
| 4.1 Landscape Architecture Design Services | | | | | | | | | | |
| 4.1.1 Preliminary landscape/planting plan design (1 sheet) | 2 | 8 | 12 | | | | | | 22 | \$3,872 |
| 4.1.2 Preliminary Plaza Plan (1 sheet) | 8 | 24 | | | | | | | 32 | \$5,968 |
| 4.1.3 Client Meeting | 1 | 1 | | | | | | | 2 | \$382 |
| 4.1.4 Refine Landscape/Planting Plan (1 Sheet) | 1 | 4 | 8 | | | | | | 13 | \$2,272 |
| 4.1.5 Refine Plaza Plan | | | | | | | | | | |
| 4.1.5.1 Layout Materials Plan (1 sheet) | 4 | 8 | | | | | | | 12 | \$2,256 |
| 4.1.5.2 Materials Board and Presentation Graphics | 4 | 20 | 12 | | | | | | 36 | \$6,456 |
| 4.1.6 Site Plan Review Coordination | 1 | 4 | | | | | | | 5 | \$928 |
| 4.1.7 ROM Budget Estimate | 2 | 2 | 4 | | | | | | 8 | \$1,436 |
| 4.2 Final Landscape Site Construction PS&E's | | | | | | | | | | |
| 4.2.1 Planting Plan and details | | | | | | | | | | |

EXHIBIT I - MacKay Sposito HOURLY FEE BREAKDOWN SUMMARY

Item 5.

| | | | | | | | | | | | |
|---------------------------|---|-----------------|-----------------|-----------------|------------|------------|------------|------------|------------|------------|-----------------|
| 4.2.1.1 | Planting plan (1 sheet) | 2 | 8 | 20 | | | | | | 30 | \$5,216 |
| 4.2.1.2 | Planting details (1 sheet) | | | 4 | | | | | | 4 | \$672 |
| 4.2.2 | Irrigation Plan and details | | | | | | | | | | |
| 4.2.2.1 | Irrigation plan (1 sheet) | 1 | 32 | | | | | | | 33 | \$6,024 |
| 4.2.2.2 | Irrigation details (1 sheet) | | | 4 | | | | | | 4 | \$672 |
| 4.2.3 | Public Plaza layout, materials and details | | | | | | | | | | |
| 4.2.3.1 | Layout Materials Plan (1 sheet) | 4 | 4 | 20 | | | | | | 28 | \$4,888 |
| 4.2.3.2 | Site Details (1 sheet) | 6 | 8 | 12 | | | | | | 26 | \$4,672 |
| 4.2.4 | Cost Estimate | 2 | 4 | 4 | | | | | | 10 | \$1,800 |
| 4.2.5 | Technical Specifications | 16 | | | | | | | | 16 | \$3,200 |
| 5.0 | Bidding | | | | | | | | | | |
| 5.1 | Assemble Bid Package | | | | | | | | | 0 | \$0 |
| 5.2 | Pre-Bid Conference (on-site) | 2 | 4 | | | | | | | 6 | \$1,128 |
| 5.3 | Bidding Support and Addenda | 4 | 4 | 0 | | | | | | 8 | \$1,528 |
| 6.0 | Construction Support | | | | | | | | | | |
| 6.1 | Weekly Construction Meetings (punch List) | 2 | 6 | | | | | | | 8 | \$1,492 |
| 6.2 | Support Construction Inquiries | | | | | | | | | 0 | \$0 |
| Total Hours | | 62 | 141 | 100 | 0 | n/a | 0 | 0 | 0 | 303 | |
| Total Fees | | \$11,036 | \$18,612 | \$12,200 | \$0 | \$0 | \$0 | \$0 | \$0 | | \$41,848 |
| Reimbursable | | \$0 | | | | | \$0 | \$0 | \$0 | | \$0 |
| Total Fees by Firm | | \$41,848 | | | | | \$0 | \$0 | \$0 | | |
| TOTAL | | | | | | | | | | | \$41,848 |

Add Survey \$ 12,500

\$220,248

Estimated Fee Breakdown Clarifications

1. Fee Breakdown amounts do not exactly match Proposal Fee amounts due to rounding in hourly units. The Proposal Fee amounts are the contract amounts.
2. Although Total Hours per Phase will not change, Hourly Task distributions within each phase will shift between tasks as work and need develop.

EXHIBIT J - PCS STRUCTURAL ENGINEERS HOURLY FEE BREAKDOWN SUMMARY

Item 5.

| FEE SUMMARY CLIENT: Camas Washougal Fire Department Headquarters Station 41 Replacement Project No: 23048.1 | Principal | Project Manager | Project Engineer | Design Engineer | BIM Tech. | Total Hours / Fee | Total Hours | Duration in weeks | Hours per week | Fee Hours per Phase |
|---|-----------|-----------------|------------------|-----------------|-----------|-------------------|-------------|-------------------|----------------|---------------------|
| 2024 Billing Rates | \$ 220.00 | \$ 180.00 | \$ 170.00 | \$ 150.00 | \$ 160.00 | | | | | |
| Scope | | | | | | | | | | |
| Schematic Design | 46 | 62 | 16 | 0 | 0 | 124 | 124 | 12 | 10 | \$ 24,000.00 |
| Consultant Meetings | 4 | 4 | | | | | | | | |
| Internal Meetings | 6 | 6 | 4 | | | | | | | |
| Preliminary Calculations | 6 | 16 | 12 | | | | | | | |
| Code Analysis | 8 | 8 | | | | | | | | |
| Consultant Coordination / Management | 8 | 8 | | | | | | | | |
| Plan Markups | 8 | 16 | | | | | | | | |
| QA/QC | 6 | 4 | | | | | | | | |
| | | | | | | | | | | |
| Design Development | 14 | 28 | 38 | 26 | 51 | 157 | 157 | 12 | 13 | \$ 26,640.00 |
| Consultant Meetings | 4 | 4 | | | | | | | | |
| Internal Meetings | 2 | 2 | 2 | 2 | 1 | | | | | |
| Calculations - Gravity System | | 2 | 8 | 12 | | | | | | |
| Calculations - Lateral System | | 2 | 8 | 12 | | | | | | |
| Code Analysis | | 4 | 4 | 0 | | | | | | |
| Consultant Coordination / Management | 4 | 6 | | | | | | | | |
| Plan Markups | | 4 | 8 | 0 | | | | | | |
| QA/QC | 4 | 2 | | | | | | | | |
| Structural Detailing | | | 6 | 0 | | | | | | |
| Revit - Modeling / Detailing / Coordinating | | | | | 50 | | | | | |
| General Notes | | | 2 | | | | | | | |
| Specification Review | | 2 | | | | | | | | |
| | | | | | | | | | | |
| Construction Documents | 20 | 46 | 52 | 64 | 62 | 244 | 244 | 16 | 15 | \$ 41,040.00 |
| Consultant Meetings | 4 | 4 | 4 | | | | | | | |
| Internal Meetings | 4 | 4 | 4 | 4 | 2 | | | | | |
| Calculations - Gravity System | | | 6 | 30 | | | | | | |
| Calculations - Lateral System | | | 6 | 30 | | | | | | |
| Code Analysis | | 4 | 4 | | | | | | | |
| Consultant Coordination / Management | 4 | 8 | 2 | | | | | | | |
| Plan Markups | | 8 | 8 | | | | | | | |
| QA/QC | 8 | 2 | | | | | | | | |
| Structural Detailing | | 12 | 16 | | | | | | | |
| Revit - Modeling / Detailing / Coordinating | | | | | 60 | | | | | |
| General Notes | | | 2 | | | | | | | |
| Specification Review | | 4 | | | | | | | | |
| | | | | | | | | | | |
| Construction Procurement (Bidding) | 2 | 6 | 4 | 0 | 0 | 12 | 12 | 4 | 3 | \$ 2,200.00 |
| Bidding Questions | | 2 | 2 | | | | | | | |
| Pre-Bid Conference | 2 | 2 | | | | | | | | |
| Substitution Requests | | 2 | 2 | | | | | | | |
| | | | | | | | | | | |
| Contract Administration | 22 | 36 | 66 | 72 | 0 | 196 | 196 | 52 | 4 | \$ 33,340.00 |
| Documentation and Correspondence | 6 | 10 | 10 | | | | | | | |
| Pre-Construction Meeting | 4 | 4 | | | | | | | | |
| Site Visits | 8 | 8 | 16 | | | | | | | |

EXHIBIT J - PCS STRUCTURAL ENGINEERS HOURLY FEE BREAKDOWN SUMMARY

Item 5.

| FEE SUMMARY CLIENT: Camas Washougal Fire Department Headquarters Station 41 Replacement Project No: 23048.1 | Principal | Project Manager | Project Engineer | Design Engineer | BIM Tech. | Total Hours / Fee | Total Hours | Duration in weeks | Hours per week | Fee Hours per Phase |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|-------------|-------------------|----------------|---------------------|
| Submittal Review | | 6 | 24 | 64 | | | | | | |
| Pay Application Review | 2 | 2 | | | | | | | | |
| RFI Responses | | | 16 | 8 | | | | | | |
| PR's / COP's / CO's | 2 | 6 | | | | | | | | |
| Closeout | 4 | 4 | 0 | 0 | 0 | 8 | 8 | 4 | 2 | \$ 1,600.00 |
| Documentation and Correspondence | 4 | 4 | | | | | | | | |
| Total Basic Services Hours | 108 | 182 | 176 | 162 | 113 | 741 | | | | |
| Total Basic Services Fee | \$ 23,760.00 | \$ 32,760.00 | \$ 29,920.00 | \$ 24,300.00 | \$ 18,080.00 | \$ 128,820.00 | | | | |

Supplemental Services

| | | | | | | | | | | |
|--|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|------------|-----------|----------|---------------------|
| Miscellaneous Design Items | 9 | 26 | 46 | 42 | 30 | 153 | 153 | 40 | 4 | \$ 25,580.00 |
| Emergency Generator | 1 | 4 | 10 | | 4 | | | | | |
| Stairs and Railings | 1 | 8 | 12 | 8 | 4 | | | | | |
| Half-height Partition Walls | 1 | 3 | 5 | 4 | 4 | | | | | |
| Fall Protection Support | 1 | 3 | 5 | 4 | 2 | | | | | |
| Rooftop Mechanical Screens | 4 | 6 | 12 | 24 | 12 | | | | | |
| Waste Enclosure Structure | 1 | 2 | 2 | 2 | 4 | | | | | |
| Conformed Construction Documents | 3 | 3 | 0 | 0 | 5 | 11 | 11 | 2 | 6 | \$ 2,000.00 |
| Drawings / Documentation | 3 | 3 | | | 5 | | | | | |
| Total Supplemental Services Hours | 12 | 29 | 46 | 42 | 35 | 420 | | | | |
| Total Supplemental Services Fee | \$ 2,640.00 | \$ 5,220.00 | \$ 7,820.00 | \$ 6,300.00 | \$ 5,600.00 | \$ 27,580.00 | | | | |

Estimated Fee Breakdown Clarifications

1. Fee Breakdown amounts do not exactly match Proposal Fee amounts due to rounding in hourly units. The Proposal Fee amounts are the contract amounts.
2. Although Total Hours per Phase will not change, Hourly Task distributions within each phase will shift between tasks as work and need develop.

EXHIBIT K - INTERFACE ENGINEERING HOURLY FEE BREAKDOWN SUMMARY

Item 5.

| FEE SUMMARY CLIENT: Camas Washougal Fire Department Headquarters Station 41 Replacement Project No: 23048.1 | Mechanical Principal | Mechanical Associate Principal | Senior Mech Engineer / Designer | Project Designer / Drafter | Electrical Principal | Senior Electrical Engineer / Designer | Electrical / Designer | Security Associate | Security Designer | Telecom Associate | Telecom Designer | Fire Associate Principal | Fire Designer | Senior Energy Designer | Total Hours | Duration in weeks | Hours per week | Fee Hours per Phase |
|---|-------------------------|--------------------------------------|---------------------------------------|----------------------------------|-------------------------|--|--------------------------|-----------------------|----------------------|----------------------|---------------------|--------------------------------|--------------------|------------------------------|----------------|----------------------|-------------------|------------------------|
| 2024 Billing Rates | \$ 250.00 | \$ 230.00 | \$ 190.00 | \$ 135.00 | \$ 250.00 | \$ 190.00 | \$ 165.00 | \$ 210.00 | \$ 165.00 | \$ 210.00 | \$ 165.00 | \$ 230.00 | \$ 160.00 | \$ 205.00 | | | | |
| Basic Services - Mechanical | | | | | | | | | | | | | | | | | | |
| Schematic Design | 25 | 39 | 28 | 29 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 121 | 8 | 15 | \$ 24,455.00 |
| Design Development | 27 | 45 | 35 | 25 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 132 | 8 | 17 | \$ 27,125.00 |
| Construction Documents | 34 | 78 | 55 | 38 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 205 | 12 | 17 | \$ 42,020.00 |
| Construction Procurement (Bidding) | 4 | 6 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 4 | 3 | \$ 2,760.00 |
| Contract Administration | 31 | 75 | 48 | 39 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 193 | 40 | 5 | \$ 39,385.00 |
| Total Mechanical Basic Services Hours | 121 | 243 | 168 | 131 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 663 | | | |
| Total Mechanical Basic Services Fee | \$ 30,250.00 | \$ 55,890.00 | \$ 31,920.00 | \$ 17,685.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 663 | 76 | 57 | \$ 135,745.00 |
| Basic Services - Electrical | | | | | | | | | | | | | | | | | | |
| Schematic Design | 0 | 0 | 0 | 10 | 26 | 34 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 86 | 8 | 11 | \$ 16,950.00 |
| Design Development | 0 | 0 | 0 | 11 | 28 | 37 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 96 | 8 | 12 | \$ 18,815.00 |
| Construction Documents | 0 | 0 | 0 | 20 | 37 | 60 | 36 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 153 | 12 | 13 | \$ 29,290.00 |
| Construction Procurement (Bidding) | 0 | 0 | 0 | 3 | 3 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 4 | 3 | \$ 1,865.00 |
| Contract Administration | 0 | 0 | 0 | 20 | 35 | 54 | 34 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 143 | 40 | 4 | \$ 27,320.00 |
| Total Basic Electrical Services Hours | 0 | 0 | 0 | 64 | 129 | 187 | 108 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 488 | | | |
| Total Basic Electrical Services Fee | \$ - | \$ - | \$ - | \$ 8,640.00 | \$ 32,250.00 | \$ 35,530.00 | \$ 17,820.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 488 | 76 | 42 | \$ 94,240.00 |
| Supplemental Service - Photovoltaic System | | | | | | | | | | | | | | | | | | |
| Schematic Design | 0 | 0 | 0 | 0 | 2 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 8 | 1 | \$ 1,260.00 |
| Design Development | 0 | 0 | 0 | 2 | 2 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | 8 | 1 | \$ 1,720.00 |
| Construction Documents | 0 | 0 | 0 | 4 | 3 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15 | 12 | 1 | \$ 2,810.00 |
| Contract Administration | 0 | 0 | 0 | 2 | 2 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 40 | 0 | \$ 1,910.00 |
| Total Basic Services Hours | 0 | 0 | 0 | 8 | 9 | 23 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 40 | | | |
| Total Basic Services Fee | \$ - | \$ - | \$ - | \$ 1,080.00 | \$ 2,250.00 | \$ 4,370.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 40 | 76 | 3 | \$ 7,700.00 |
| Supplemental Services - Fire Sprinkler | | | | | | | | | | | | | | | | | | |
| Schematic Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 4 | 0 | 6 | 8 | 1 | \$ 1,100.00 |
| Design Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 4 | 0 | 8 | 8 | 1 | \$ 1,560.00 |
| Construction Documents | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 2 | 0 | 6 | 12 | 1 | \$ 1,240.00 |
| Contract Administration | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 4 | 40 | 0 | \$ 920.00 |
| Total Basic Services Hours | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | 10 | 0 | 24 | | | |
| Total Basic Services Fee | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 3,220.00 | \$ 1,600.00 | \$ - | 24 | 76 | 2 | \$ 4,820.00 |
| Supplemental Services - Fire Alarm | | | | | | | | | | | | | | | | | | |
| Schematic Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 6 | 0 | 10 | 8 | 1 | \$ 1,880.00 |
| | | | | | | | | | | | | 4 | 6 | | | | | |
| Design Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 6 | 0 | 12 | 8 | 2 | \$ 2,340.00 |
| Construction Documents | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 4 | 0 | 12 | 12 | 1 | \$ 2,480.00 |
| Construction Procurement (Bidding) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | \$ - |
| Contract Administration | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 5 | 0 | 11 | 40 | 0 | \$ 2,180.00 |
| Total Basic Services Hours | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 24 | 21 | 0 | 45 | | | |
| Total Basic Services Fee | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,520.00 | \$ 3,360.00 | \$ - | 45 | 76 | 4 | \$ 8,880.00 |

EXHIBIT K - INTERFACE ENGINEERING HOURLY FEE BREAKDOWN SUMMARY

Item 5.

| FEE SUMMARY CLIENT: Camas Washougal Fire Department Headquarters Station 41 Replacement Project No: 23048.1 | Mechanical Principal | Mechanical Associate Principal | Senior Mech Engineer / Designer | Project Designer / Drafter | Electrical Principal | Senior Electrical Engineer / Designer | Electrical / Designer | Security Associate | Security Designer | Telecom Associate | Telecom Designer | Fire Associate Principal | Fire Designer | Senior Energy Designer | Total Hours | Duration in weeks | Hours per week | Fee Hours per Phase | |
|---|-------------------------|--------------------------------------|---------------------------------------|----------------------------------|-------------------------|--|--------------------------|-----------------------|----------------------|----------------------|---------------------|--------------------------------|---------------|------------------------------|----------------|----------------------|-------------------|------------------------|---------------------|
| Supplemental Services - Telecommunications, Annunciation and Security | | | | | | | | | | | | | | | | | | | |
| Schematic Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 8 | 6 | 8 | 0 | 0 | 0 | 28 | 8 | 4 | \$ 5,160.00 | |
| Design Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 10 | 8 | 10 | 0 | 0 | 0 | 36 | 8 | 5 | \$ 6,660.00 | |
| Construction Documents | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 16 | 8 | 12 | 0 | 0 | 0 | 44 | 12 | 4 | \$ 7,980.00 | |
| Construction Procurement (Bidding) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 4 | 4 | 4 | 0 | 0 | 0 | 16 | 4 | 4 | \$ 3,000.00 | |
| Contract Administration | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 6 | 10 | 5 | 0 | 0 | 0 | 31 | 40 | 1 | \$ 6,015.00 | |
| Total Basic Services Hours | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 36 | 44 | 36 | 39 | 0 | 0 | 0 | 155 | | | | |
| Total Basic Services Fee | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 7,560.00 | \$ 7,260.00 | \$ 7,560.00 | \$ 6,435.00 | \$ - | \$ - | \$ - | \$ - | 155 | 76 | 16 | \$ 28,815.00 |
| Supplemental Services - MEP Commissioning Support | | | | | | | | | | | | | | | | | | | |
| Schematic Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | \$ - | |
| Design Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | \$ - | |
| Construction Documents | 4 | 8 | 6 | 0 | 4 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 28 | 12 | 2 | \$ 5,970.00 | |
| Contract Administration | 4 | 8 | 6 | 0 | 4 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 28 | 40 | 1 | \$ 5,970.00 | |
| Total Basic Services Hours | 8 | 16 | 12 | 0 | 8 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 56 | | | | |
| Total Basic Services Fee | \$ 2,000.00 | \$ 3,680.00 | \$ 2,280.00 | \$ - | \$ 2,000.00 | \$ - | \$ 1,980.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 56 | 76 | 3 | \$ 11,940.00 |
| Supplemental Services - Radon System Design | | | | | | | | | | | | | | | | | | | |
| Schematic Design | 0 | 2 | 0 | 2 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 8 | 1 | \$ 1,110.00 | |
| Design Development | 1 | 2 | 0 | 1 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 8 | 1 | \$ 1,225.00 | |
| Construction Documents | 1 | 2 | 0 | 1 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 12 | 1 | \$ 1,475.00 | |
| Contract Administration | 0 | 2 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 40 | 0 | \$ 785.00 | |
| Total Basic Services Hours | 2 | 8 | 0 | 5 | 1 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 23 | | | | |
| Total Basic Services Fee | \$ 500.00 | \$ 1,840.00 | \$ - | \$ 675.00 | \$ 250.00 | \$ 1,330.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 23 | 76 | 2 | \$ 4,595.00 |
| Supplemental Services - Energy Consulting | | | | | | | | | | | | | | | | | | | |
| Schematic Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20 | 0 | 8 | 0 | \$ 4,100.00 | |
| Design Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 33 | 0 | 8 | 0 | \$ 6,765.00 | |
| Construction Documents | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20 | 0 | 12 | 0 | \$ 4,100.00 | |
| Total Basic Services Hours | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 73 | 0 | | | | |
| Total Basic Services Fee | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 14,965.00 | 0 | 76 | 0 | \$ 14,965.00 | |
| Supplemental Services - Commissioning Services | | | | | | | | | | | | | | | | | | | |
| Schematic Design | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | \$ - | |
| Design Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | \$ - | |
| Construction Documents | 21 | 0 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 41 | 12 | 3 | \$ 9,050.00 | |
| Contract Administration | 30 | 0 | 44 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 74 | 40 | 2 | \$ 15,860.00 | |
| Total Basic Services Hours | 51 | 0 | 64 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 115 | | | | | |
| Total Basic Services Fee | \$ 12,750.00 | \$ - | \$ 12,160.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 115 | 76 | 5 | \$ 24,910.00 | |

Estimated Fee Breakdown Clarifications

1. Fee Breakdown amounts do not exactly match Proposal Fee amounts due to rounding in hourly units. The Proposal Fee amounts are the contract amounts.
2. Although Total Hours per Phase will not change, Hourly Task distributions within each phase will shift between tasks as work and need develop.

EXHIBIT L - CERTA HOURLY FEE BREAKDOWN SUMMARY

Fee Schedule

Note:
assumes
\$205/hr for
Tech IV

| | | |
|--|-----------------|-----------------------------|
| Contract Documents Phase | | |
| BE Matrix (Fixed Fee) | \$3,000 | ~14 hrs |
| Design Development (DD) Phase (Fixed Fee) | \$2,500 | ~12 hrs |
| Construction Documents (CD) Phase (Fixed Fee) | \$6,000 | ~30 hrs |
| Procurement and VE Phase (T&E) | \$1,000 | ~5 hrs |
| Ongoing Consultation (T&E) | \$2,000 | ~10 hrs |
| Contract Documents Phase Subtotal | \$14,500 | |
| Construction Phase | | |
| Periodic Field Review (T&E) <i>(assumes 10 visits to site at \$1,750 per visit on average including travel and report)</i> | \$17,500 | ~8 hrs per visit + mileage |
| Field Performance Testing (T&E) <i>(assumes two days on site at \$2,900 per day including travel and report)</i> | \$5,800 | ~14 hrs per visit + mileage |
| Construction Administration Support (T&E) | \$10,000 | ~48hrs |
| Construction Phase Subtotal | \$33,300 | |
| Post Construction Phase | | |
| Project Closeout (T&E) | \$2,000 | ~9hrs |
| Post Construction Phase Subtotal | \$2,000 | |
| Optional Services (not included in Fees) | | |
| <i>Energy Code Compliance (Fixed Fee)</i> | \$25,000 | |
| Total Services Proposal | \$49,800 | |
| Estimate | | |

Estimated Fee Breakdown Clarifications

- Fee Breakdown amounts do not exactly match Proposal Fee amounts due to rounding in hourly units. The Proposal Fee amounts are the contract amounts.
- Although Total Hours per Phase will not change, Hourly Task distributions within each phase will shift between tasks as work and need develop.

EXHIBIT M - WIGGINS HOURLY FEE BREAKDOWN SUMMARY



Estimate Level: Schematic Design (SD)

| Scope | Hours | Rate | Ext. |
|--|-------|----------|----------------|
| Project Management & Meetings | 4 | \$180.00 | \$720 |
| Civil / Site Improvements Cost Estimating | 4 | \$180.00 | \$720 |
| Architectural & Structural Cost Estimating | 24 | \$180.00 | \$4,320 |
| Mechanical, Electrical, & Plumbing Cost Estimating | 10 | \$180.00 | \$1,800 |
| Estimate Presentation, Adjustments, & Pricing Break Outs | 4 | \$180.00 | \$720 |
| Fee Subtotal: | | | \$8,280 |

Estimate Level: Design Development (DD)

| Scope | Hours | Rate | Ext. |
|--|-------|----------|-----------------|
| Project Management & Meetings | 4 | \$180.00 | \$720 |
| Civil / Site Improvements Cost Estimating | 8 | \$180.00 | \$1,440 |
| Architectural & Structural Cost Estimating | 32 | \$180.00 | \$5,760 |
| Mechanical, Electrical, & Plumbing Cost Estimating | 16 | \$180.00 | \$2,880 |
| Estimate Presentation, Adjustments, & Pricing Break Outs | 4 | \$180.00 | \$720 |
| Fee Subtotal: | | | \$11,520 |

Estimate Level: Construction Documents (CD)

| Scope | Hours | Rate | Ext. |
|--|-------|----------|---------|
| Project Management & Meetings | 2 | \$180.00 | \$360 |
| Civil / Site Improvements Cost Estimating | 6 | \$180.00 | \$1,080 |
| Architectural & Structural Cost Estimating | 30 | \$180.00 | \$5,400 |
| Mechanical, Electrical, & Plumbing Cost Estimating | 16 | \$180.00 | \$2,880 |
| Estimate Presentation, Adjustments, & Pricing Break Outs | 2 | \$180.00 | \$360 |

Fee Subtotal: \$10,080

***Fee Total: \$29,880**

*Estimating Fees Clarifications

Fees include all expenses.

Fees are for construction cost estimating only. Soft costs estimating is excluded.

Estimated Fee Breakdown Clarifications

1. Fee Breakdown amounts do not exactly match Proposal Fee amounts due to rounding in hourly units. The Proposal Fee amounts are the contract amounts.
2. Although Total Hours per Phase will not change, Hourly Task distributions within each phase will shift between tasks as work and need develop.

EXHIBIT N - ecoREAL HOURLY FEE BREAKDOWN SUMMARY

FEE

| Scope | Hours | Rate | Subtotal |
|--|---------------------------------------|------------------|---------------------------------------|
| Schematic Design Phase: 20% | 64 | \$175 | \$11,200 |
| Design Development Phase: 20% | 64 | \$175 | \$11,200 |
| Construction Documents Phase: 30% | 95 | \$175 | \$16,625 |
| Procurement/Bidding Phase: 3% | 9 | \$175 | \$1,575 |
| Construction Phase: 26% | 80 | \$175 | \$14,000 |
| Project Closeout: 1% | 3 | \$175 | \$525 |
| Sub Total | 315 | | \$55,125 |
| Supplemental Service (GC Option) | | | |
| 1) Green Canary Stand Alone | N/A | N/A | \$5,000 |
| 2) Green Canary w/ Monthly Help | 4 hrs/ month | \$175 | \$5,000 + \$1000/month |
| 3) Green Canary w/ Full Service | 20 hrs/ month | \$175 | \$5,000 + \$3300/month |
| Green Canary Total | Choose option | | |
| | | | |
| Total | \$55,125 + Green Canary Option | | |

\$60,125 Grand Total

Estimated Fee Breakdown Clarifications

1. Fee Breakdown amounts do not exactly match Proposal Fee amounts due to rounding in hourly units. The Proposal Fee amounts are the contract amounts.
2. Although Total Hours per Phase will not change, Hourly Task distributions within each phase will shift between tasks as work and need develop.



EXHIBIT O - R & C MANAGEMENT HOURLY FEE BREAKDOWN SUMMARY

Item 5. 4

Aetta Architects
 Camas Washougal Fire Department (CWFD)
 Project Name: - New Headquarters and Station 41
 R&C Management - Construction Management Fee Proposal

| Scope of Services | Principal Construction Management Overview \$ 185.00 | Project Manager \$ 175.00 | Project Admin. Support \$ 90.00 | Budget Specialist \$ 110.00 | Client Requested No Scope (N/A) | Recommended | Rejected by Client | Total |
|--|---|------------------------------|------------------------------------|--------------------------------|---------------------------------|-------------|--------------------|---------------------|
| 1.0 Project Startup / Miscellaneous Scope / Overall Program/Project Management Scope Phase | | | | | | | | |
| A/E Procurement | 0 | 0 | 0 | 0 | | | | \$ - |
| Consultants Procurement/Selection (Other Professional Services) | 0 | 0 | 0 | 0 | | | | \$ - |
| Best Procurement strategies - Pro's/Cons for GCCM/DBB | 0 | 0 | 0 | 0 | | | | \$ - |
| GCCM Procurement (GCCM/CMGC - RFP/RFFP) | 0 | 0 | 0 | 0 | | | | \$ - |
| Define Program Scope | 1.2 | 12 | 1.2 | 0 | | x | | \$ 2,430.00 |
| Develop / Establish / Build project & program Budgets | 1.2 | 12 | 1.2 | 2.4 | | x | | \$ 2,694.00 |
| Develop / Establish / Build Management Plan (MP) - This MP will Create Management Plan that includes Project Schedules, Project Budgets, Roles and Responsibilities, Standard Documents, and Management Information Control System | 1.6 | 16 | 3.2 | 3.2 | | x | | \$ 3,736.00 |
| Program/Project Budget Management - Manage / Establish / Build project & program Budgets in lump sum. This is included in each phase of the project (Design, Bid, Permit, Construction, Closeout) we'll Develop not only a budget for the cost of work but will include Original Budget, Current budget, budget tracking documents that R&C/AETTA will use as a standard tool to manage the current budgets on commitments to date, paid to date, uncommitted and remaining to be paid that can be shared with the appropriate stakeholders and City board stakeholders. | 0 | 0 | 0 | 0 | | x | | \$ - |
| Develop Cashflow - Develop detailed Cashflow for Clients to use for budgeting purposes. This cashflow will include a wholistic view of the entire project from start to finish with anticipated flow of spending | 0 | 0 | 0 | 0 | | x | | \$ - |
| Reconcile project Budget(s) Quarterly throughout the entire project timeline. This lump sum accounts for (6) quarterly Reconciliations over the duration of the project starting the first quarter of 2025. For budget purposes each quarterly reconciliation accounts for 6 hours of work from the budget specialist. R&C will work with AETTA and the appropriate city stakeholders during these budget reconciliation | 0 | 0 | 0 | 36 | | x | | \$ 3,960.00 |
| Review/Approve project & program invoices in lump sum under each section of project below. | 0 | 0 | 0 | 0 | | x | | \$ - |
| Build Key Dates schedule (Program) | 0 | 0 | 0 | 0 | | x | | \$ - |
| Build Project/Program schedules | 1.2 | 12 | 2.4 | 0 | | x | | \$ 2,538.00 |
| Manage Program schedules included in lump sum under each section of project below. | 0 | 0 | 0 | 0 | | x | | \$ - |
| Establish/Review approved agreements (GC/Prof./Arch) | 0.8 | 8 | 1.6 | 0 | | x | | \$ 1,692.00 |
| Select/Coordinate Professional Services needed | 0.4 | 4 | 0.8 | 0 | | x | | \$ 846.00 |
| Draft Approved Agreements (8-10 Professional Services) in lump sum | 0 | 0 | 0 | 0 | | x | | \$ - |
| Agreement coordination (Architect AIA) in lump sum | 0 | 0 | 0 | 0 | | x | | \$ - |
| BOC Meetings / Coordination in lump sum | 0 | 0 | 0 | 0 | | x | | \$ - |
| Board Meetings / Prep / Etc. in lump sum | 0 | 0 | 0 | 0 | | x | | \$ - |
| Manage Energy Incentives / Grants in lump sum | 0 | 0 | 0 | 0 | | x | | \$ - |
| Misc. Program Items (non Project) | 0 | 0 | 0 | 0 | | x | | \$ - |
| Lump Sum of the recommended 1.0 items above. | 0 | 0 | 0 | 0 | | x | | \$ - |
| 1.0 Phase Subtotal | 6.4 | 64 | 10.4 | 41.6 | | | | \$ 17,896.00 |
| 2.0 Design Phase | | | | | | | | |
| Schematic Design Phase | | | | | | | | |
| Facilitate Design meetings with A/E and appropriate stakeholders | In Lump sum | | | | | | | \$ - |
| Review Schematic Design with Client & Architect | In Lump sum | | | | | | | \$ - |
| Construction Document Review (CDR) | In Lump sum | | | | | | | \$ - |
| Coordinate Cost Estimate Budget | In Lump sum | | | | | | | \$ - |
| Project Management - Schedule | In Lump sum | | | | | | | \$ - |
| Project Management - Budget (per detailed note under 1.0 above) | In Lump sum | | | | | | | \$ - |
| Consultant coordination | In Lump sum | | | | | | | \$ - |
| Land Use Consultant | In Lump sum | | | | | | | \$ - |
| Survey / Soils Consultant | In Lump sum | | | | | | | \$ - |
| HazMat Consultant | In Lump sum | | | | | | | \$ - |
| Test / Balance / Commissioning Consultant | In Lump sum | | | | | | | \$ - |
| Data / Technology Consultant | In Lump sum | | | | | | | \$ - |
| Exterior Envelope Consultant | In Lump sum | | | | | | | \$ - |
| Miscellaneous Coordination / Communications | In Lump sum | | | | | | | \$ - |
| SD Design Meetings | In Lump sum | | | | | | | \$ - |
| | In Lump sum | | | | | | | \$ - |

| | | | | | | | | | |
|---|-------------|-------------|------------|-------------|----------|--|---|-----------|------------------|
| Design Development Phase | In Lump sum | | | | | | | \$ | - |
| Furniture Fixtures Equipment (FFE) - Procurement | In Lump sum | | | | | | | \$ | - |
| Facilitate Design meetings with A/E and appropriate stakeholders | In Lump sum | | | | | | | \$ | - |
| Review DD Design with Client & Architect | In Lump sum | | | | | | | \$ | - |
| Construction Document Review (CDR) | In Lump sum | | | | | | | \$ | - |
| Coordinate Cost Estimate Budget | In Lump sum | | | | | | | \$ | - |
| Project Management - Schedule | In Lump sum | | | | | | | \$ | - |
| Project Management - Budget (per detailed note under 1.0 above) | In Lump sum | | | | | | | \$ | - |
| Meet with Client to review 50% complete documents | In Lump sum | | | | | | | \$ | - |
| Review cost estimate | In Lump sum | | | | | | | \$ | - |
| Miscellaneous Coordination / Communications | In Lump sum | | | | | | | \$ | - |
| DD Design Meetings | In Lump sum | | | | | | | \$ | - |
| | In Lump sum | | | | | | | \$ | - |
| Construction Document Phase | In Lump sum | | | | | | | \$ | - |
| Facilitate Design meetings with A/E and appropriate stakeholders | In Lump sum | | | | | | | \$ | - |
| Review CD Design with Client & Architect | In Lump sum | | | | | | | \$ | - |
| Construction Document Review Coordination (CDR) | In Lump sum | | | | | | | \$ | - |
| Coordinate Cost Estimate Budget | In Lump sum | | | | | | | \$ | - |
| Meet with Client to review 50% complete documents | In Lump sum | | | | | | | \$ | - |
| Review cost estimate | In Lump sum | | | | | | | \$ | - |
| Project Management - Schedule | In Lump sum | | | | | | | \$ | - |
| Project Management - Budget (per detailed note under 1.0 above) | In Lump sum | | | | | | | \$ | - |
| Meet with Client to review 75% complete documents | In Lump sum | | | | | | | \$ | - |
| Meet with Client to review 100% complete documents | In Lump sum | | | | | | | \$ | - |
| Permit Applications / Follow up w/ Jurisdiction | In Lump sum | | | | | | | \$ | - |
| Miscellaneous Coordination / Communications | In Lump sum | | | | | | | \$ | - |
| CD Design Meetings | In Lump sum | | | | | | | \$ | - |
| Lump Sum of the recommended 2.0 items above and identified on the Exhibit A. (Assumes (1-2) persons, Assumes 6 hours per week for 42 weeks) January 1, 2025 - November 1, 2025 <i>* We want to better understand the Design Schedule to assure we account for bidding etc. as this design phase could change based</i> | | 25.2 | 252 | 37.8 | 0 | | x | \$ | 52,164.00 |
| 2.0 Phase Subtotal | | 25.2 | 252 | 37.8 | 0 | | | \$ | 52,164.00 |
| 3.0 Bid/Award Phase | | | | | | | | | |
| Prepare Front end Bid Docs (Drawings/Specs/DIV1&2) | In Lump sum | | | | | | x | \$ | - |
| Facilitate the Bid Process on procurement of GC's | In Lump sum | | | | | | x | \$ | - |
| Develop/Coordinate with team DIV1&2 and coordinate with City on development of General Contractors agreement and General Conditions | In Lump sum | | | | | | x | \$ | - |
| Prepare Construction Schedule (Detailed) | In Lump sum | | | | | | x | \$ | - |
| Prepare Budgets / Buy Out project w/ Sub-Contractors | In Lump sum | | | | | | x | \$ | - |
| Agreement coordination (AIA 133 & 201) | In Lump sum | | | | | | x | \$ | - |
| Complete sub-contractor agreements (Completed by GC) | In Lump sum | | | | | | x | \$ | - |
| Miscellaneous Coordination / Communications | In Lump sum | | | | | | x | \$ | - |
| Miscellaneous Coordination Meetings | In Lump sum | | | | | | x | \$ | - |
| Bid Phase Lump Sum of the recommended 3.0 items above and identified on the Exhibit A. (Assumes (1-2) persons, Assumes 8 hours per week for 8 weeks) November 2, 2025 - December 31, 2025 <i>*We want to better understand the Design Schedule to assure we account for bidding etc. as this Bid/Awarded of GC phase could change based on better understanding of Schedule. The experience that we have and leveraging relationships that we have indicates this building will take 10-12 months to build so we would want to work backwards on if there are any critical "grand opening" dates and we'd work backwards.</i> | | 6.4 | 64 | 9.6 | 0 | | x | \$ | 13,248.00 |
| 3.0 Phase Subtotal | | 6.4 | 64 | 9.6 | 0 | | | \$ | 13,248.00 |
| 4.0 Pre-Con / Construction Phase | | | | | | | | | |
| Facilitate Pre-Construction Conference Meeting / Minutes | In Lump sum | | | | | | | \$ | - |
| Review Submittals from Sub-Contractors | In Lump sum | | | | | | | \$ | - |
| Review RFI's | In Lump sum | | | | | | | \$ | - |
| Manage Budget / Paid to date sub-contractors | In Lump sum | | | | | | | \$ | - |
| Manage Schedule / 3 week look ahead | In Lump sum | | | | | | | \$ | - |
| Attend and help facilitate OAC Meetings | In Lump sum | | | | | | | \$ | - |
| Submit / Review Progress Payment Requests / Change Orders | In Lump sum | | | | | | | \$ | - |
| Site visits / Construction Admin (Added CA) for quality control. This will include coordination through the A/E team on making sure the appropriate stakeholders (City, Special inspection, Envelop Consultant, Cx, Owner at timely milestones) | In Lump sum | | | | | | | \$ | - |
| Help facilitate/Manage Punch lists to Sub-Contractors | In Lump sum | | | | | | | \$ | - |
| Miscellaneous Coordination / Communications | In Lump sum | | | | | | | \$ | - |
| Miscellaneous Coordination Meetings | In Lump sum | | | | | | | \$ | - |
| Attend Board Meetings as necessary, assume 5 board meetings | In Lump sum | | | | | | | \$ | - |
| Furniture Fixtures Equipment (FFE) - Coordination on site | In Lump sum | | | | | | | \$ | - |

Item 5.

| | | | | | | | | | | |
|--|---|-------------|-------------|-------------|-------------|--|---|-----------|------------------|---------|
| Pre-Con / Construction Phase | Lump Sum of the recommended 4.0 items above and identified on the Exhibit A. (Assumes (1-2) persons, Assumes 6 hours per week for 4 weeks) January 1, 2026 - February 1, 2026 <i>*We want to better understand the Design Schedule to assure we account for bidding etc. as this Bid/Awarded of GC phase could change this construction phase timeline based on better understanding of Schedule</i> | 2.4 | 24 | 2.4 | 2.4 | | x | \$ | 5,124.00 | Item 5. |
| Construction Phase | Lump Sum of the recommended 4.0 items above and identified on the Exhibit A. (Assumes (1-2) persons, Assumes 8 hours per week for 43 weeks) February 2, 2026 - December 31, 2026 <i>*We want to better understand the Design Schedule to assure we account for bidding etc. as this Bid/Awarded of GC phase could change this construction phase timeline based on better understanding of Schedule. The experience that we have and leveraging relationships that we have indicates this building will take 10-12 months to build so we would want to work backwards on if there are any critical "grand opening" dates and we'd work backwards</i> | 34.4 | 344 | 34.4 | 34.4 | | x | \$ | 73,444.00 | |
| 4.0 Phase Subtotal | | 36.8 | 368 | 36.8 | 36.8 | | | \$ | 78,568.00 | |
| 5.0 Warranty / Close out Phase | | | | | | | | | | |
| | Coordinate/Review As-Built Drawings for Client/Architect | | | | | | | \$ | - | |
| | Coordinate/Review O&M's for Client/Architect | | | | | | | \$ | - | |
| | Develop/Manage warranty closeout phase | | | | | | | \$ | - | |
| | State of Washington Contract Closeout (intents/Affidavits), Notice of Completion Etc. | | | | | | | \$ | - | |
| | Closeout Paperwork Reviews | | | | | | | \$ | - | |
| | Lump Sum of the recommended 5.0 items above. (Assumes (1-2) persons, Assumes 2 hours per week for 8 weeks) January 1, 2027 - March 1, 2027 | | 16 | 4 | | | x | \$ | 3,160.00 | |
| 5.0 Phase Subtotal | | 0 | 16 | 4 | 0 | | | \$ | 3,160.00 | |
| 6.0 Reimbursable Expenses | | | | | | | | | | |
| | Printing/Misc. Items (T&M) | | | | | | | \$ | - | |
| | Miles / Driving (T&M) (Assumes (2) persons, assumes 1 trip per week for (n/a weeks) @.55 Cents per mile) | | | | | | | \$ | - | |
| | Lump Sum of the recommended 6.0 items above. | 4500 | | | | | x | \$ | 4,500.00 | |
| 6.0 Subtotal | | 4500 | 0 | 0 | 0 | | | \$ | 4,500.00 | |
| 7.0 Lump Sum Monthly Proposal | | | | | | | | | | |
| | Includes scopes items identified in Exhibit "A" Scope of Services narrative | | | | | | | \$ | - | |
| | Lump Sum of the recommended 7.0 items above. | 0 | | | | | | \$ | - | |
| 7.0 Subtotal | | 0 | 0 | 0 | 0 | | | \$ | - | |
| 8.0 Amendments / Additional services | | | | | | | | | | |
| | Amendment #1 (see signed amendment for breakdown) | | | | | | | \$ | - | |
| | Amendment #2 (see signed amendment for breakdown) | | | | | | | \$ | - | |
| | Amendment #3 (see signed amendment for breakdown) | | | | | | | \$ | - | |
| Amendments / Additional services Subtotal | | \$ - | \$ - | \$ - | \$ - | | | \$ | - | |
| TOTAL FEE | | | | | | | | \$ | 169,536 | |

Notes:

- Assumptions, New Construction (Contract Procurement TBD but this assumes traditional Design Bid Build).
- Scope Assumptions** are based on preliminary meetings with Aetta and City of Camas and Washougal FD. Project timelines from January 1, 2025 (Pre-Design) - March 1, 2027 (Final Closeout). Scopes will be for project listed above.
- Budget Assumptions: \$TBD:** The current budget has not been discussed at this time. This fee was not based off of cost of work (COW) or cost of Project (COP). This fee was based off assumptions and anticipated hours. Hours can be adjusted if there is more/less scope defined after the project startup phase.
- Proposal assumes all services will be complete March 1 2027. Services beyond that date will be billed at actual cost.

Estimated Fee Breakdown Clarifications

- Fee Breakdown amounts do not exactly match Proposal Fee amounts due to rounding in hourly units. The Proposal Fee amounts are the contract amounts.
- Although Total Hours per Phase will not change, Hourly Task distributions within each phase will shift between tasks as work and need develop.

AETTA ARCHITECTS, PC
2024 RATES AND REIMBURSABLES*

Rates:

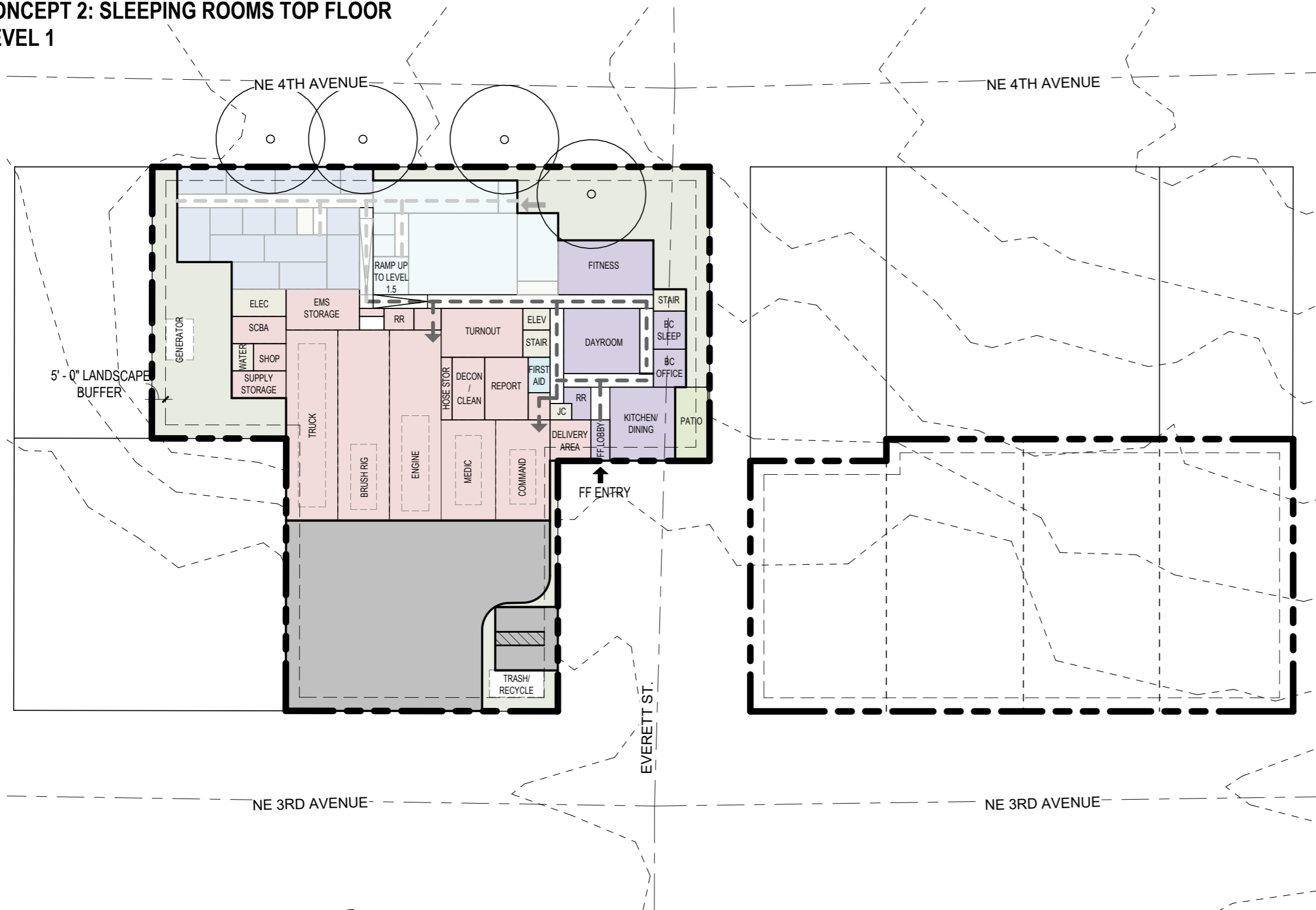
| | |
|--------------------|-------------------|
| Principal | \$260.00 per hour |
| Sr Project Manager | \$240.00 per hour |
| Project Manager | \$220.00 per hour |
| Architect III | \$200.00 per hour |
| Designer III | \$180.00 per hour |
| Architect II | \$160.00 per hour |
| Designer II | \$140.00 per hour |
| Architect I | \$120.00 per hour |
| Designer I | \$100.00 per hour |
| Intern | \$100.00 per hour |
| Admin. | \$ 80.00 per hour |

Reimbursables:

| | |
|-------------------------|-------------------------------|
| Project Expenses | Cost + 10% |
| In-House Plots | \$2.50 per sheet |
| In-House Prints – Color | \$0.30 per sheet |
| In-House Prints – B/W | \$0.15 per sheet |
| Mileage | Current IRS Reimbursable rate |

**Rates subject to change*

SITE OPTION E + STREET VACATION CONCEPT 2: SLEEPING ROOMS TOP FLOOR LEVEL 1



SITE INFORMATION

- ADDRESS: 528 NE 4TH AVE
CAMAS, WA 98607
- PARCEL NUMBERS: 78100000, 78105000
- PROPERTY OWNERS: CITY OF CAMAS
- LEGAL DESCRIPTION:
CAMAS LOTS 3,4,5,6 & 7 BLK 25
- SITE AREA: 25,000 SF OR .57 ACRES

PLANNING

- JURISDICTION: CITY OF CAMAS
- CAMAS, WASHINGTON MUNICIPAL CODE (CMMC)
- ZONING: DOWNTOWN COMMERCIAL (DC)

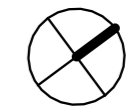
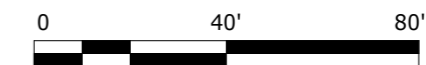
ZONE REQUIREMENTS (CMMC TABLE 18.09.030)

- MAXIMUM LOT COVERAGE: NONE
- MAXIMUM IMPERVIOUS AREA %: N/A
- MAX BUILDING HEIGHT: NONE
- SETBACKS (CMMC TABLE 18.09.030):
 - ROW: NONE
 - SIDE - STREET: NONE
 - REAR: NONE
- LANDSCAPE BUFFERS (CMMC TABLE 18.13.055)
 - ABUTTING STREET: 5'-0" L2 LOW SCREEN
 - ABUTTING COMMERCIAL: 5'-0" L2 LOW SCREEN

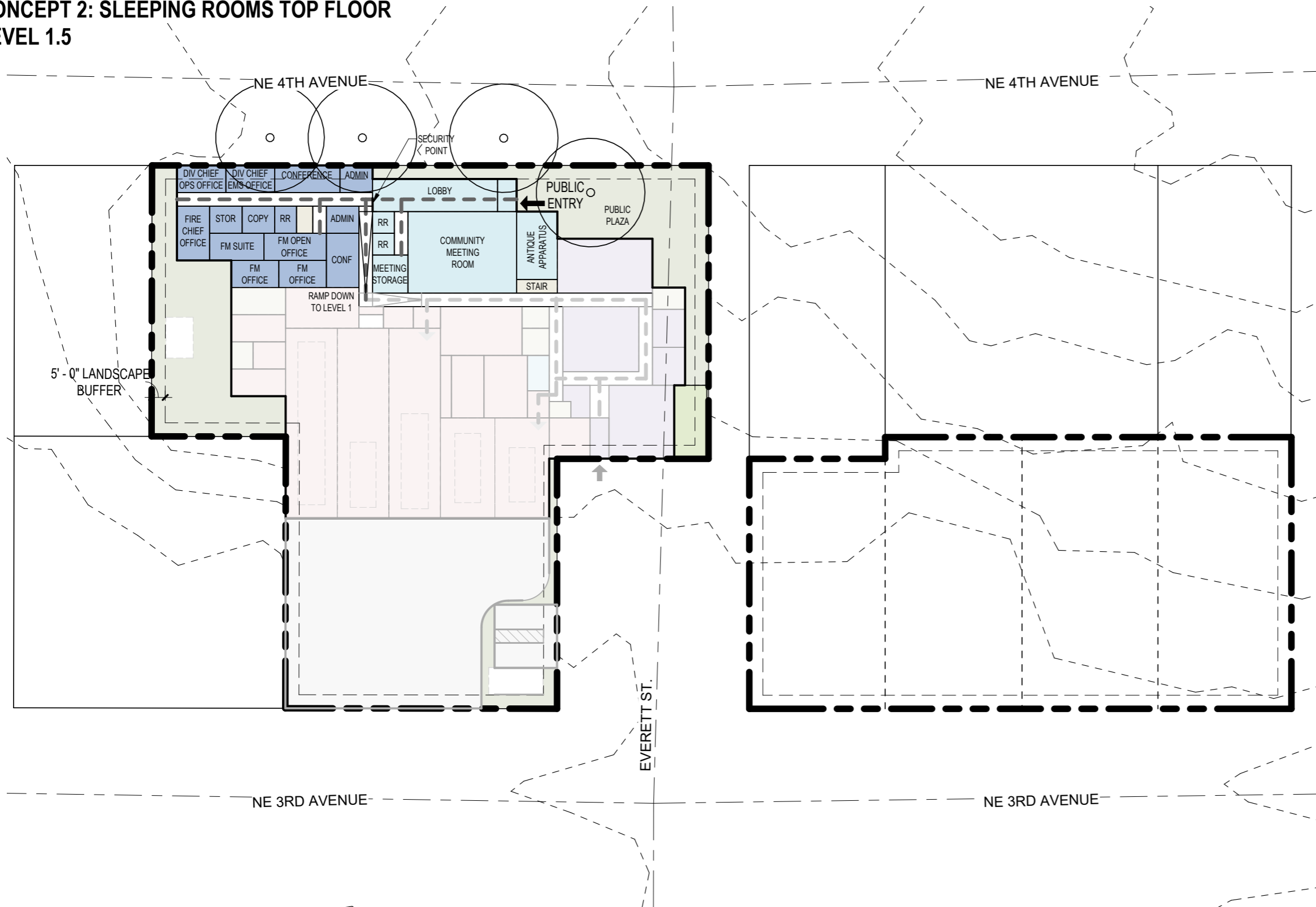
PARKING

- DETERMINED BY SIMILAR USES (CMMC 18.11.130)
 - BUSINESS SPACES: 1 SPACE PER 250 SF OF GROSS FLOOR AREA
 - CREW AREA: 1 PER SLEEPING ROOM
- PARKING STALL AND AISLE DIMENSIONAL STANDARDS (CMMC 18.11.020)
 - DRIVE AISLE: 24'-0"
 - STANDARD PARKING SPACE: 9'-0" X 18'-0"
 - COMPACT PARKING SPACE: 8'-0" X 15'-0"
- STALL COUNT: 2 STALLS
 - FF: 0 STALLS
 - ADMIN: 0 STALLS
 - PUBLIC: 2 STALLS

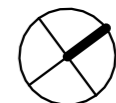
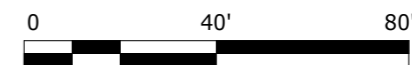
NOTE: PROPERTY LINES ARE APPROXIMATE



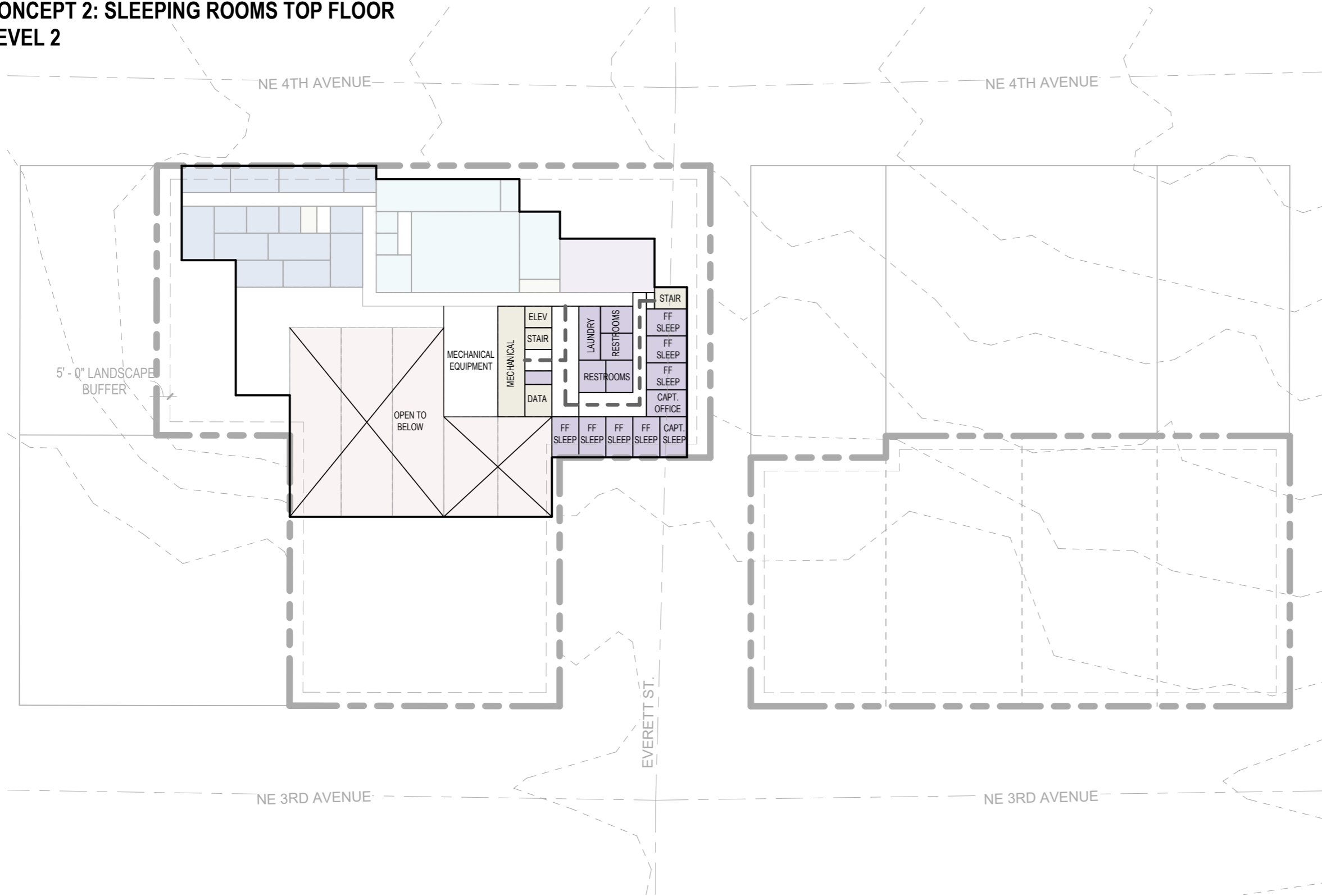
SITE OPTION E + STREET VACATION CONCEPT 2: SLEEPING ROOMS TOP FLOOR LEVEL 1.5



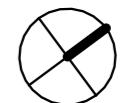
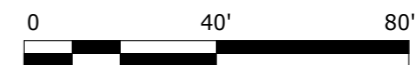
NOTE: PROPERTY LINES ARE APPROXIMATE



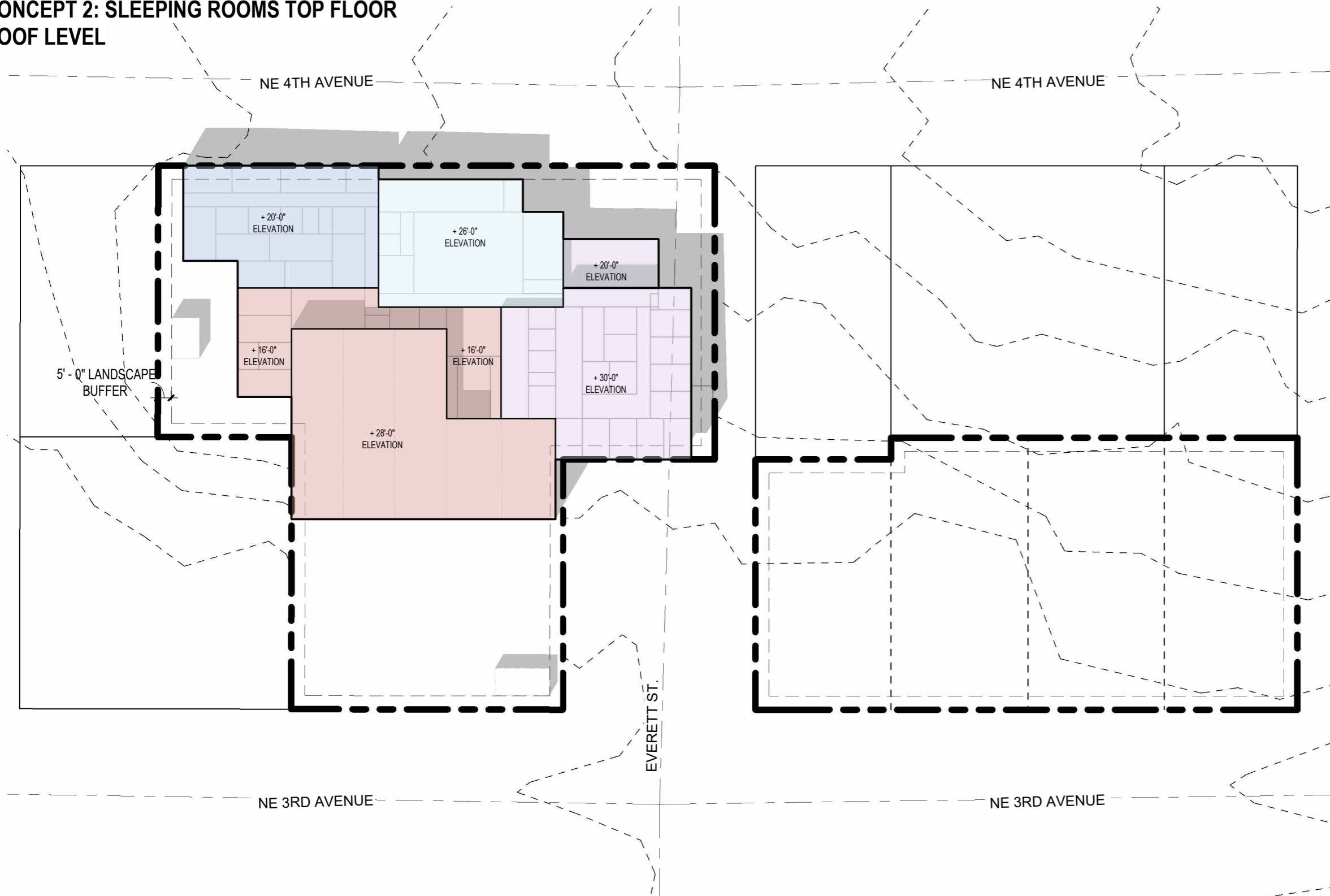
SITE OPTION E + STREET VACATION CONCEPT 2: SLEEPING ROOMS TOP FLOOR LEVEL 2



NOTE: PROPERTY LINES ARE APPROXIMATE



SITE OPTION E + STREET VACATION CONCEPT 2: SLEEPING ROOMS TOP FLOOR ROOF LEVEL



NOTE: PROPERTY LINES ARE APPROXIMATE



ATTACHMENT 'B'



Camas/Washougal Fire Station 41 2022 Capital Improvement Program

Date: August 22, 2023

| Public | # of People | Qty | Width | Length | Area (ea) | Net Area | Remarks |
|-------------------------------|-------------|-----|-------|--------|-----------|-------------|----------------------------------|
| Vestibule | | 1 | 7 ft | 7 ft | 49 | 49 | Tables for 30; seating for 50 |
| Lobby | | 1 | 10 ft | 15 ft | 150 | 150 | |
| Community/Training Room | | 1 | 30 ft | 40 ft | 1200 | 1200 | Tables for 30; seating for 50 |
| Training Storage | | 1 | 10 ft | 20 ft | 200 | 200 | |
| Public Restroom | | 2 | 8 ft | 8 ft | 64 | 128 | |
| Antique Rig Showcase | | 1 | 15 ft | 30 ft | 450 | 450 | Optional-segregated from lobby |
| First Aid Room | | 1 | 10 ft | 10 ft | 100 | 100 | |
| | | | | | 240 | 240 | |
| SUBTOTAL | | | | | | 2468 | |
| Admin | # of People | Qty | Width | Length | Area (ea) | Net Area | Remarks |
| Fire Chief's Office | 1 | 1 | 12 ft | 20 ft | 240 | 240 | |
| Division Chief Ops Office | 1 | 1 | 10 ft | 18 ft | 180 | 180 | |
| Division Chief EMS Office | 1 | 1 | 10 ft | 18 ft | 180 | 180 | |
| Fire Marshal Suite | 3 | 3 | 10 ft | 18 ft | 180 | 540 | Standalone Division |
| Shared Workspace FM Suite | | 1 | 10 ft | 18 ft | 180 | 180 | Direct access to exterior/lobby |
| Admin Assistant | 2 | 2 | 10 ft | 12 ft | 120 | 240 | 1 admin assistant for FM office |
| Small Conference | | 2 | 10 ft | 20 ft | 200 | 400 | 1 small conference for FM office |
| Records Storage | | 1 | 10 ft | 12 ft | 120 | 120 | |
| Copy/Work Room | | 1 | 8 ft | 10 ft | 80 | 80 | |
| SUBTOTAL | 8 | | | | | 2160 | |
| Crew Area | # of People | Qty | Width | Length | Area (ea) | Net Area | Remarks |
| Battalion Chief Office | 1 | 1 | 12 ft | 14 ft | 168 | 168 | |
| Battalion Chief Sleeping Room | 1 | 1 | 10 ft | 12 ft | 120 | 120 | |
| Captain's Office | 1 | 1 | 10 ft | 14 ft | 140 | 140 | |
| Captain's Sleeping Room | 1 | 1 | 10 ft | 10 ft | 100 | 100 | |
| Sleeping Room | 7 | 7 | 10 ft | 10 ft | 100 | 700 | Eng (3), Med (2), Truck (3) |
| Toilet/Shower Room | | 4 | 10 ft | 12 ft | 120 | 480 | |
| External Locker Alcove | | 9 | 5 ft | 10 ft | 50 | 450 | 36 lockers - 4 shifts in future |
| Kitchen/Dining | | 1 | 16 ft | 40 ft | 640 | 640 | |
| Dayroom | | 1 | 28 ft | 24 ft | 672 | 672 | |
| Physical Training | | 1 | 20 ft | 35 ft | 700 | 700 | SF to be validated |
| Laundry | | 1 | 8 ft | 10 ft | 80 | 80 | |
| Radio Charging Station | | 1 | 4 ft | 8 ft | 32 | 32 | In Report Writing Area |
| Report Writing | | 5 | 10 ft | 6 ft | 60 | 300 | |
| SUBTOTAL | 11 | | | | | 4582 | |

ATTACHMENT 'B'

| Apparatus Support | | | | | | | |
|---------------------------|--------------------|------------|--------------|---------------|------------------|-----------------|---|
| | # of People | Qty | Width | Length | Area (ea) | Net Area | Remarks |
| Apparatus Bay | | 5 | 15 ft | 70 ft | 1050 | 5250 | Eng (1), Med (1), Truck (1), Command (1), Brush Rig (1) |
| Turnout | | 1 | 28 ft | 19 ft | 532 | 532 | |
| Decon/ Cleaning | | 1 | 10 ft | 25 ft | 250 | 250 | Segregated area |
| Decon Toilet/Shower | | 1 | 9 ft | 10 ft | 90 | 90 | |
| EMS Storage | | 1 | 27 ft | 15 ft | 405 | 405 | |
| Mezzanine | | 1 | 10 ft | 40 ft | 400 | 400 | Optional; might use for training |
| Work Room/Shop | | 1 | 10 ft | 12 ft | 120 | 120 | |
| SCBA Compressor & Maint. | | 1 | 10 ft | 20 ft | 200 | 200 | Isolated SCBA and House Air Compressor |
| Hose Storage | | 1 | 8 ft | 16 ft | 128 | 128 | |
| Supply Storage | | 1 | 12 ft | 20 ft | 240 | 240 | |
| Decon Vestibules/Airlock | | 2 | 8 ft | 10 ft | 80 | 160 | |
| Delivery Area | | 1 | 12 ft | 20 ft | 240 | 240 | |
| Apparatus Wash Alcove | | 1 | 3 ft | 10 ft | 30 | 30 | |
| SUBTOTAL | | | | | | 8045 | |
| Building Support | | | | | | | |
| | # of People | Qty | Width | Length | Area (ea) | Net Area | Remarks |
| Stairs per Floor | | 4 | 8 ft | 10 ft | 80 | 320 | |
| Data | | 1 | 12 ft | 10 ft | 120 | 120 | |
| Elevator per Floor | | 2 | 8 ft | 10 ft | 80 | 160 | |
| Electrical | | 1 | 20 ft | 10 ft | 200 | 200 | |
| Janitor Closet per Floor | | 2 | 6 ft | 8 ft | 48 | 96 | |
| Mechanical | | 0 | 10 ft | 20 ft | 200 | 0 | |
| Sprinkler Riser Room | | 1 | 8 ft | 10 ft | 80 | 80 | |
| Elevator Machine Room | | 1 | 10 ft | 10 ft | 100 | 100 | |
| SUBTOTAL | | | | | | 1076 | |
| TOTAL EMPLOYEES | 19 | | | | | | |
| SUBTOTAL | | | | | | | |
| Net SF | | | | | | 18331 | |
| (Net: Gross Factor) | 27% | | | | | 4949 | |
| Gross SF | | | | | | 23280 | |
| Total | | | | | | 23280 | |
| Site | # of People | Qty | Width | Length | Area (ea) | Net Area | |
| Public Parking | | 10 | 9 ft | 18 ft | 162 | 1620 | Street? |
| Staff Parking | | 30 | 9 ft | 18 ft | 162 | 4860 | |
| Generator | | 1 | 10 ft | 15 ft | 150 | 150 | May vary by site w/ external plug for mobile unit |
| Trash/Recycling Enclosure | | 1 | 10 ft | 20 ft | 200 | 200 | |
| Patio | | 1 | 20 ft | 20 ft | 400 | 400 | |



Architectural Concept Narrative

Project Description

CWFD HQ Fire Station 41 is planned as a 23,280 square foot station to be developed on a 0.57 acre parcel located at 528 NE 4th Ave, Camas, WA. The City of Camas owns this property. CWFD prefers NE 3rd Avenue for emergency response. Upon opening for service, 5-6 personnel (in 4 shifts) will staff the station, and the apparatus bay will house 1 engine, 1 truck, 1 command vehicle, 1 medic and 1 brush rig. The station will have the ability to house 9 fire fighters for future growth.

Project Understandings and Considerations:

- Site consists of 2 parcels which would need to be combined by boundary line adjustments.
- Environmental Assessment and Geotechnical Investigations have not been performed to date. Estimating excludes environmental mitigation measures and soil improvements. A site contingency is included to mitigate risks from unforeseen conditions.
- A topographic survey has not been provided. The concept is based on available GIS information.

Code Data and Analysis

1. Local AHJ: City of Camas
2. Building Codes: 2021 IBC and I-Codes, UPC as amended by state and local government, WAC 296-305, 2010 ADA Standards, 2017 ANSI-ICC A117.1.
 - a. Occupancies:
 - i. Fire Station: B, R-3, S-1, S-2.
 - b. Type of Construction: V-B, Sprinklered.
 - c. Allowable Area: No maximum lot coverage regulations.
 - d. Allowable Stories/Height: Not limited.
 - e. Separations:
 - i. A non-separated mixed-use occupancy approach is taken per IBC 508.3.
 - ii. 1-hour fire-resistive construction is required between sleeping rooms and the apparatus bay per WAC 296-305-06507. An IBC 1-hour fire barrier will be used for assembly requirements.
 - iii. 1/2 hour partition between sleeping rooms per IBC 420.2 & 708.1.
3. Energy Code: 2021 Washington State Energy Code.
 - a. Climate Zone: 4C.

Anticipated Bid Date: TBD

Construction Schedule: 395 days (13 months) from NTP until Substantial Completion.

Concept Design Elements:

1. Frontage
 - a. See Concept Plan and Rendering
2. Site
 - a. See Concept Plan
 - b. 8" thick reinforced concrete apparatus bay front apron.
 - c. 10' high, 8" wide structural brick enclosure at new pad-mounted backup generator.
 - d. Landscaping.
 - e. Flagpole with external halyard beacon lighting.
 - f. Trash and Recycling enclosure with gates.
 - g. Security camera system.
 - h. Public plaza with site fixtures and enhanced landscaping.
 - i. (2) parking spots adjacent to apron and trash enclosure.
3. Building Structural
 - a. Steel structure with Buckling Restrained Braced Frames.
 - b. Metal Deck for roof structure with 20% using a Concrete/Metal Deck.
 - c. Framing Options:
 - i. Steel stud framing.
 - ii. Wood stud framing.
 - d. Slab on grade.
 - i. 8" reinforced concrete at apparatus bay.
 - ii. 4" reinforced concrete at other locations.
 - e. Conventional footings.
 - f. Alternate: Provide wood frame structure as a cost alternate in lieu of steel frame
4. Building Envelope
 - a. Exterior Walls: 6" (metal or wood) stud, 1/2" gypsum sheathing, 2" polyiso rigid insul., fluid applied WRB (e.g., Prosoco Cat5), R-21 batt insul. with:
 - i. Brick Masonry, 2 colors (20%).
 - ii. Metal Siding, concealed fastener, 2 profiles, 2 colors (70%).
 - iii. Wood Like/Solid Phenolic Panels (10%).
 - b. Roof: 1/4" denz deck coverboard, R-40 polyiso. rigid insulation., vapor barrier with:
 - i. Single-Ply Membrane Roof System (e.g., Sarnafil PVC).
 - ii. Crickets: tapered insulation (expanded polystyrene).
 - c. Roof accessories:
 - i. Access hatch.
 - ii. Fall protection.
 - iii. Skylight allowance.
 - d. Windows: Fiberglass (Cascadia or similar).
 - e. Doors & Frames: Storefront (fiberglass); Insulated Hollow Metal, OH Sectional Alum. fully glazed at Fitness Room and Antique Apparatus display.
 - f. Bay Door Options:
 - g. Alternates
 - i. 14' x 14' Hi-speed Coiling Doors (Hormann or similar).
 - ii. 14' x 14' Side Acting Bi-Fold Doors
 - iii. 14' x 14' Sectional doors with vision panels

- h. Access Control: proximity and keypad at doors to station, inner lobby door, and gates.
- 5. Exterior Detailing
 - a. Awnings: Prefinished Metal Roofing, Steel Frame.
 - b. Mechanical Screen Wall: Posts, Girts and Metal Siding.
- 6. Vertical Circulation
 - a. Hydraulic Elevator – with pit and machine room.
 - b. (2) Enclosed Stairs.
- 7. Patio
 - a. Covered BBQ area.
 - b. Concrete paving.
 - c. Landscaping.
 - d. Masonry screen wall.
- 8. Building Interior
 - a. Floors: Primarily Polished Concrete, Athletic Flooring (Exercise Room)
 - b. Base: Rubber, Porcelain Tile (Restrooms)
 - c. Walls:
 - i. Interior Wood Paneling (Lobby) 30%
 - ii. Light Orange Peel Texture GWB.
 - iii. Fiber-Reinforced Wall Covering (Tnemec product) (Decon, Cleanroom. Airlocks, PPE Storage, Bay Toilet).
 - d. Wainscot: 5' high Porcelain Tile (Restrooms).
 - e. Wainscot: 8' high CMU Veneer (Apparatus Bay).
 - f. Ceilings
 - i. Exposed Structure (Apparatus Bay, Fitness, Elec. and Mech. Rms).
 - ii. GWB (Restrooms, App. Bay Support Spaces).
 - iii. 2x4 Suspended Acoustical Panel.
 - g. Doors: Solid Core Wood, Hollow Metal (at Apparatus Bay)
 - h. Casework:
 - i. Counters:
 - 1. Solid Surface (Crew Area)
 - 2. Stainless Steel (Apparatus Bay)
 - ii. Cabinets: P-lam with 3mm Edge Banding.
 - i. Equipment
 - i. Washer Extractor
 - ii. Washer & Dryer- Decon
 - iii. SCBA Compressor & Remote Fill Station
 - iv. RamAir Gear Dryer
 - v. Washer & Dryer- Linens
 - vi. 6 Burner range with type 1 hood
 - vii. 4 Refrigerators
 - viii. 2 Dishwashers
 - ix. 2 Microwaves
 - x. Garbage Disposal

Electrical Concept Narrative

Power Systems

Electrical Service

Optimally 480V service is preferred based on anticipated electrical needs for mechanical heat pumps. The service will terminate in a service rated distribution panel. It will originate from CPU infrastructure with primary power delivered underground to a CPU pad mount transformer located on the fire station site. Secondary service will be delivered underground to the building via a CT cabinet located on the exterior and from there to the Main Distribution Panel in the electrical room. Meter base will be located adjacent to the CT cabinet. Main Distribution Panel will consist of a main circuit breaker and molded case group mounted circuit breakers.

Additionally, 480V power will likely be required should electrical apparatus be used in the future. No electric apparatus are not being considered in the near future.

Power Distribution

Panelboards with bolt in breakers will be provided.

Panelboards will have door in door style hinged doors.

Surge protectors to be provided for all panelboards.

Four total branch panelboards are anticipated.

Branch Circuitry

Branch circuitry will be provided as required for convenience receptacles, equipment, mechanical units and kitchen appliances.

Branch circuitry will be conduit (typically EMT) and wire. EMT will be required for homeruns. MC cable will be allowed for branches from homeruns.

Receptacles not serving equipment required to be on continuously will be controlled per requirements of Washington State Energy Code. Controlled receptacles will be controlled by occupancy sensors which shut the receptacles off when a room is unoccupied.

Shore power will be provided in apparatus bay for rigs. Shore power will consist of cord drops from ceiling with 20 amp or 30 amp outlets.

Controls for apparatus bay doors to be located on driver side of rigs. A central location with controls for all bay doors will also be provided.

Emergency Power System

Service

A diesel or natural gas generator with integral base fuel tank or propane will be provided to backup the entire building for a minimum of 72 hours at full load without refueling. Plug-in for mobile generator.

Elevator will not be on the generator.

Generator will be located in a sound attenuated, weatherproof enclosure.

System will have one automatic transfer switch. Emergency egress lighting will be handled with battery units, battery backup integral to light fixtures, or inverters to avoid a code requirement for a second transfer switch.

Kohler, Caterpillar and Onan are potential manufacturers of the generator system with Kohler being the Owner's preference given several existing facilities have Kohler generators.

Lighting

Equipment

Energy efficient LED lighting will be provided. Fixture types to be selected per ceiling conditions, room types and architectural considerations. Lamping will be LED.

Digital switches will be provided for manual switching in all areas. Automatic control of lighting fixtures will be provided per requirements of Washington State Energy Code. Vacancy or occupancy sensors will be provided in most spaces. Spaces without occupancy sensors will be automatically controlled per a schedule maintained in the lighting control system. Exception is bunk rooms which will have manual switching but no automatic controls.

Photosensors will be provided for automatic dimming of fixtures in daylight zones. Automatic dimming will be configured for fixtures to turn completely off when daylight levels are sufficient.

Lighting controls will be interfaced to Alerting System. Alerting System will signal lighting controls to turn fixtures on in selected areas during an alarm condition. Fixtures will initially turn on at a low level and then ramp up to full brightness.

Lighting control system will be a networked distributed system. Room controllers will be provided in each room and the automatic (occupancy sensors, photosensors) and manual (digital switches) controls will connect to the room controller which in turn determines status of light fixtures. Small rooms will be equipped with digital switches with integral occupancy sensors. These rooms will not require room controllers.

Emergency egress lighting to be provided using battery backup integral to LED fixtures or emergency lighting units (“bugeyes”). Fixtures with battery backup and emergency lighting units to be located as required to achieve code lighting levels for emergency egress lighting. Inverters will be used for fixtures where integral battery backup is not an option.

LED exit signs with battery backup to be located as required by code.

Exterior lighting will generally be located on building walls or under soffits. Pole lights will be used for parking areas. All exterior fixtures will have sharp cutoff optics to reduce light pollution. Exterior fixtures will be controlled by an astronomic timeclock to be on during prescribed hours between dusk and dawn. Selected exterior fixtures will be controlled by occupancy sensors as well. These fixtures will be on at reduced output normally and then increase to full output upon detection of occupancy. All pole fixtures will have integral occupancy sensors.

Communications Systems Analysis

Telephone/Data/TV

Fiber optic?, telephone and TV services will be delivered to the building underground. (3)4” conduits will be provided from locations coordinated with franchise utilities. Cabling for services will be by applicable utilities.

Services will be routed to the main communications room in the building.

A complete raceway system for data, voice and TV cabling will be provided in project. Raceways will be 1” EMT minimum. Cables will be routed in raceways where in walls or above non-accessible ceilings. Open cabling allowed above accessible ceilings.

Data/voice cables and outlets will be Cat 6. Cables will homerun to rack mounted patch panels in comm room. Outlets will be located as required by program. Typical comm outlet at each workstation or other location will be a 2-port outlet. Outlets will be provided at selected locations for wireless access points.

TV cables will be RG6 coax with F-style connectors. Cable will homerun to wall mounted TV headend in comm room.

Fire Alarm System

Equipment

System will meet code requirements. RF based wireless monitoring will be utilized. If necessary, an antenna for the RF signal will be installed.

Smoke alarms and CO detectors will be provided for bunk rooms and outside of bunk rooms.

Addressable fire alarm system will be provided. Smoke detection to be provided for egress pathways and elevator recall. Horn/strobes and strobes to be provided throughout building for code required audibility and visibility levels.

LCD annunciator to be located at fire fighter entry.

Other Systems

Alerting

Station alerting system will be provided. System will receive dispatch communications from local 911 dispatch system. Upon an alarm condition for station, alerting system will take the following actions:

- Sound alarm via paging speakers
- Distribute alarm message via paging speakers
- Signal lighting controls to bring lights on in selected rooms. Lights in bunk rooms will be ramped up slowly to a prescribed output level upon receiving alerting signal.
- Activate visual indicator wall lights
- Shut down gas and electric appliances

Alerting system will include dynamic check-in capability. Firefighters will be able to check-in daily in the alerting system to a particular bunk room. The system will then dynamically configure notifications to only alert the bunk rooms occupied by firefighters involved in the particular type of alarm. Only the applicable bunk rooms will be notified with each alarm.

Alerting system headend equipment will be rack mounted in the data room.

Paging system speakers will be located to deliver alarms and messages throughout the building. The paging system can also be used for general announcements, messages and communications.

Doorbell system will be connected to Alerting system so that tones can be distributed throughout building over paging speakers.

Doorbell

A doorbell system will be provided with a doorbell at the main entry and possibly at other entries.

Doorbell will be tied into the paging system for distribution of tone throughout the facility.

2-Way communication intercom to integrate into the building at entry points.

Access Control System

Access control system will be provided with card readers at all exterior man doors. Each door will include an electric strike, door switch (for monitoring door position), card reader, and request to exit (REX) device.

CCTV System

CCTV system will be provided with cameras to view all entries. Cameras will be IP based with a Cat 6 cable run to each camera location.

Audio Visual System

AV cabling and connectors will be provided in selected rooms coordinated with monitors and projectors to be used.

PV System

Photovoltaic panels will be located on roof. Size of system to be based on code requirements.

Inverters will be located on roof or in main electrical room.

Electric Vehicle Charging Stations

Level 2 charging stations will be provided in parking lot if required. Quantity to be determined. Minimum number to be per code requirements.

Charging stations for electrical apparatus are not required.

Antennas

Antennas for fire department communications will be located on the roof. Conduits will be provided from rooftop antenna locations to station office and comm room as required to support cabling needs at antennas.

Mechanical Concept Narrative

Fire Protection Description: NFPA 13 compliant sprinkler system with full building coverage.

Plumbing Description: New plumbing fixtures. New heat pump water heater with storage tanks. Air compressor with distribution piping and outlet. Air piping to SCBA fill. Natural gas (or LPG) service to kitchen range and BBQ with solenoid valves.

HVAC Description: New VRF heat pump systems with dedicated outdoor air system (ERV) in the admin, living quarters and support areas. New package rooftop heat pump for the apparatus bay. New vehicle source capture exhaust system for the apparatus bay. Type I kitchen hood with makeup air if required by AHJ.

I. Site Work/Utilities

1. Fire service to the building.
2. Water service to the building to accommodate flush-valve toilets.
3. Sewer service to the building.
4. Apparatus bay drainage oil/water separator (sewer) .
5. Natural gas (LPG) service to the building for kitchen range and BBQ.

II. Fire Protection

A. General:

1. New NFPA 13 wet sprinkler system with dry heads where required.
2. Semi-recessed heads in ceilings. Exposed heads with guard covers.
3. Schedule 40 black steel or thinwall steel pipe. Threaded or grooved end fittings.

B. Service: A 6" fire service and post FDC.

C. A dry system will be needed to cover long overhangs and cold attic spaces.

III. Plumbing

A. Piping materials will be as follows.

1. Above grade water: Type 'L' copper.
2. Below grade water: Type 'K' copper.
3. Above grade waste: Cast iron.
4. Below grade waste: PVC plastic pipe.
5. Vent: PVC/ABS.
6. Natural gas / LPG: Schedule 40 black steel.
7. Pipe insulation: Preformed fiberglass with white laminated jacket. Molded PVC covers.

B. Plumbing Fixtures will be as follows:

1. Water Closets: Floor mount, vitreous china, open front seats, water saving dual-flush (1.6/1.1 gpf) manual flush valves. ADA compliance as required.
2. Lavatories: Countertop or wall-hung units, vitreous china, manual single handle mixing faucet. ADA compliant.
3. Showers: Single piece fiberglass stalls with single lever pressure balancing valve and adjustable 1.8 gpm Water Sense spray head. ADA compliance with grab bars, fold down seat and hand wand as required.
4. Kitchen Sinks: 18-gauge stainless steel, double bowl unit with single lever faucet, swing spout, hose spray, garbage disposal and "insta-hot".
5. Laundry Sink: 18-gauge stainless steel, deep single bowl with single lever faucet, swing spout.

6. Janitor Service Sink: 24" x 24" molded stone floor mount with wall mount mixing faucet, pail hook, edge guards, backsplash and hose.
 7. Faucets: Commercial quality, polished chrome plated, cast brass.
 8. Cold Water Valve: Installed at locations for refrigerator ice makers and coffee makers.
 9. Pot Filler Faucet: Installed at center line above stove.
 10. Decon Sink: Heavy duty, stainless steel scullery type with drain boards and back-splash, single bowl unit with blade handle faucet, swing spout, rotary drain valve and commercial style hand spray.
 11. Eyewash: Swing down style mount on decon sink with CSA certified mixing valve meeting ANSI Z358.1 providing tempered water.
 12. Water Coolers: Electric, ADA double fountain hi-lo units with bottle filler.
- C. Domestic Hot Water:
1. Domestic heat pump water heater (HPWH) storage tanks electric water heater finishing tank located in a water room. Exterior supply and return piping with 3" insulation, heat trace and aluminum jacket run from the water room to the HPWH.
 2. There will be a recirculating hot water piping loop and pump that ensures a short wait for hot water at fixtures.
 3. Master mixing valve to supply 120 F water from 140 F storage.
 4. Point of use mixing valves at each lavatory.
- D. Plumbing accessories will be provided as follows:
1. Laundry Box: Fire rated, with hot and cold water connections and drain.
 2. Hose bibbs (interior): Located in work areas and bays.
 3. Hose reels: Located at interior hose bibb locations in the apparatus bay.
 4. Floor drains: Cast iron body, round polished nickel bronze strainer with trap primer. Located in potential wet areas (restrooms, etc.)
 5. Gear Extractor: Hot & cold water supply with RPBA protection and trench drain indirect waste.
 6. Trench drains: Extra-heavy duty, 6" width, center lengthwise in each bay.
- E. Natural gas (LPG) systems and piping will be as follows:
1. Piping to kitchen range and BBQ.
 2. Normally closed solenoid valves will be provided to shut off gas to the kitchen range and barbecue automatically on station call alarm, with separate wall mounted manual resets controlled by the station alerting system.
- F. Compressed air system as follows:
1. Tank mounted 175 psi reciprocating type compressor with filters for shop air.
 2. Wall outlets, with quick connect fittings, in the shop and apparatus bay and overhead air drops with reels in the apparatus bay.
- G. Elevator hoistway sump pump, with controls and force-main piping
- IV. Heating, Ventilation and Air Conditioning
- A. Living Quarters: VRFZ (variable refrigerant flow zoning) multi-zone heat pump system with individual fan coils for each zone connected to central exterior condensing units via refrigerant controller/manifolds and built-in electronic digital controls. R-410A refrigerant system.
- B. Support Spaces: VRFZ (variable refrigerant flow zoning) multi-zone heat pump system with individual fan coils for each zone connected to central exterior condensing units via refrigerant controller/manifolds and built-in electronic digital controls. R-410A refrigerant system.
- C. DOAS/ERV: Decoupled Dedicated Outside Air (DOAS) unit to supply outside air directly to all occupied areas of the building and recover heat from exhaust air through an Energy Recovery Ventilator (ERV). The ERV unit consists of outside air intake, MERV 13 high efficiency filters, supply

fan, exhaust fan and heat exchanger. Two separate ERV units, one unit serves the living and work areas, and the other unit serves the support spaces.

D. Fan Coils: Horizontal ducted units consisting of filter box, refrigerant coil and fan.

Ductless wall, ceiling or floor units consisting of filters, refrigerant coil and fan.

E. Zones: Each zone will be ventilated by the ERV and served by a fan coil with a wall mounted temperature control located in the space served. Each Sleep Room will be a separate zone as will the Kitchen, Exercise, Lobby, Conference Rm and Offices, and support areas.

F. Exhaust: Provide in Restrooms, Laundry, Janitor and Exercise. Ducting to ERV for continuous operation in conjunction with outside air supply for ventilation and building pressure.

H. Controls:

1. VRFZ zone sensor controls with LCD display and space temperature adjustment.
2. VRFZ central controller with touch screen interface for system operation and remote web interface.
3. ERV remote interface with LCD display.
4. Other equipment with standalone electronic controls.
5. Provide controls internet connectivity for remote access by District.

I. Apparatus Bays

1. Package rooftop heat pump with backup electric heat, spiral ductwork with drum louvers.
2. Ventilation: General exhaust at 1.5 CFM/ft² controlled manually with a wall timer or automatically activated with CO/NO₂ sensors. Alarm bell warning for high CO/NO₂ levels. Wall louvers with motorized dampers for intake when exhaust fan is operating.
3. Vehicle Exhaust: Source capture exhaust system on rails with nozzle attached to the apparatus.
4. HVLS ceiling fans.
5. 1-1/2" threaded pipe domestic water outlet for vehicle filling.

J. PPE Storage Room (Bunker Gear)

1. 2-speed ventilation (via ERV) with drying mode.
2. Drying cabinet or tubular system..
3. Heat maintains room temperature and provides passive gear drying.
4. Exhaust fan operates continuously.

K. Kitchen

1. Type I hood above range with roof mounted exhaust fan. Type 1 system include Ansul fire suppression in hood.
2. Hood makeup air with inline fan, filters and electric heat tempering.
3. Pot filler over range.
4. Exterior BBQ gas outlet.

L. SCBA Compressor Room

1. Cooling ventilation with roof exhaust fan and intake air louver. Hard-piped breathable air intake.



CWFD
Headquarters Station 41
Camas, WA



Conceptual Estimate

Version: DRAFT
February 28, 2024

Prepared for:
Camas-Washougal Fire Department

February 28, 2024

EXECUTIVE SUMMARY

PROJECT INFORMATION

| | | | |
|-------------------|-----------|-------------------------|-------------------------|
| Owner: | CWFD | Project Name: | Headquarters Station 41 |
| Location: | Camas, WA | Project Type: | Fire Station w/ Admin |
| FS 41 GSF: | 23,280 | Site Gross Area: | 25,000 |

PROJECT SCHEDULE

| | | | |
|------------------|--------------|---------------------------|----------|
| Bid Date: | Q4, 2025 | Construction Strt: | Q1, 2026 |
| Duration: | 14 Months | Mid-Point: | Q3, 2026 |
| Phasing: | Single Phase | | |

DOCUMENTS INFORMATION

| | | | |
|-----------------------|--|---------------------|------------------------|
| Drawings Set: | Conceptual Cost Set | Design Firm: | Aetta / TCA Architects |
| Other Reports: | Example Fire Station Site Visits - Meeting Minutes | | |

ESTIMATE DESCRIPTION

| | | | |
|-------------------------|---------------------|---------------------------|-------------------|
| Estimate Level: | Conceptual Estimate | Estimate Date: | February 28, 2024 |
| Delivery Method: | Design Bid Build | Set Aside Reqs: | None |
| Swing Shift? | No | Occupied Bldg? | No |
| Renovation? | No | Critical Facility? | No |

ESTIMATOR

| | | | |
|---------------|----------------|---------------|--|
| Name: | Matt Wiggins | Title: | Principal |
| Phone: | (360) 870-5100 | Email: | mattw@wigginsprecon.com |

February 28, 2024

OVERALL PROJECT COST SUMMARY

| <i>Description</i> | <i>QTY</i> | <i>UOM</i> | <i>\$ / UOM</i> | <i>Total Cost</i> |
|---|---------------|------------|-----------------|---------------------|
| Headquarters Station 41 Building | 23,280 | GSF | \$574.06 | \$13,364,133 |
| Demo Existing Bank | 1 | ls | \$250,000 | \$250,000 |
| Sitework - Onsite & ROW | 25,000 | SGA | \$51.13 | \$1,278,177 |
| General Conditions | 14 | MO | \$70,000 | \$980,000 |
| Estimated Construction Cost (Today's Dollars) | 23,280 | GSF | \$681.80 | \$15,872,310 |
| Escalation to Midpoint (Q3, 2026 @ 4% / Yr) | 10% | on | \$15,872,310 | \$1,587,231 |
| Total Estimated Construction Contract (Escalated) | 23,280 | GSF | \$749.98 | \$17,459,541 |
| Design Fees (A/E/Specialty/CA) | 12.00% | on | \$17,459,541 | \$2,095,145 |
| Owner Consultants (Survey/Geotech/Hazardous/Commissioning/Testing) | 2.00% | on | \$17,459,541 | \$349,191 |
| Printing/Advertising/Reimbursables/Misc | 0.50% | on | \$17,459,541 | \$87,298 |
| Permits | 1.00% | on | \$17,459,541 | \$174,595 |
| City Administration Cost / Construction Mgmt. | 2.00% | on | \$17,459,541 | \$349,191 |
| Builders Risk Insurance | 0.75% | on | \$17,459,541 | \$130,947 |
| Service Fees (Power/Gas/Phones/Water/Sanitary) | 2.00% | on | \$17,459,541 | \$349,191 |
| Course of Construction Contingency (change orders) | 4.75% | on | \$17,459,541 | \$829,328 |
| Furnishings/Equipment/IT Allowance | 3.00% | on | \$17,459,541 | \$523,786 |
| Staff Planning/Moving Costs | 0.50% | on | \$17,459,541 | \$87,298 |
| Management Reserve (unforeseen project requirements) | 3.00% | on | \$17,459,541 | \$523,786 |
| Washington State Sales Tax (Camas) | 8.50% | on | \$17,459,541 | \$1,484,061 |
| Total Estimated Project Cost (Escalated)* | | | | \$24,443,357 |

Excludes Site Acquisition/Financing Costs & Bond/Legal Costs

February 28, 2024

BUILDING ELEMENTS SUMMARY (UNIFORMAT II)

| <i>Ref</i> | <i>Group Element</i> | <i>QTY</i> | <i>UOM</i> | <i>\$ / UOM</i> | <i>Total Cost</i> |
|---|-------------------------------|------------|------------|-----------------|---------------------|
| A10 | Foundations | 23,280 | GSF | \$31.79 | \$739,965 |
| A20 | Basement Construction | 23,280 | GSF | \$0.00 | \$0 |
| B10 | Superstructure | 23,280 | GSF | \$66.67 | \$1,552,000 |
| B20 | Exterior Enclosure | 23,280 | GSF | \$88.18 | \$2,052,884 |
| B30 | Roofing | 23,280 | GSF | \$26.64 | \$620,080 |
| C10 | Interior Construction | 23,280 | GSF | \$38.98 | \$907,360 |
| C20 | Stairs | 23,280 | GSF | \$1.30 | \$30,255 |
| C30 | Interior Finishes | 23,280 | GSF | \$28.00 | \$651,840 |
| D10 | Conveying Systems | 23,280 | GSF | \$5.58 | \$130,000 |
| D20 | Plumbing | 23,280 | GSF | \$30.00 | \$698,400 |
| D30 | HVAC | 23,280 | GSF | \$56.44 | \$1,314,000 |
| D40 | Fire Protection | 23,280 | GSF | \$6.00 | \$139,680 |
| D50 | Electrical | 23,280 | GSF | \$71.05 | \$1,654,000 |
| E10 | Equipment | 23,280 | GSF | \$4.94 | \$115,000 |
| E20 | Furnishings (Casework) | 23,280 | GSF | \$10.97 | \$255,270 |
| F10 | Special Construction | 23,280 | GSF | \$0.00 | \$0 |
| F20 | Selective Building Demolition | 23,280 | GSF | \$0.00 | \$0 |
| Building Direct Construction Costs Subtotal | | | | | \$10,860,734 |
| Estimating / Design Contingency | | 15.0% | on | \$10,860,734 | \$1,629,110 |
| Contractor Markup (OH&P, Insurance, Bond, B&O Tax) | | 7.0% | on | \$12,489,844 | \$874,289 |
| Total Building Construction Cost (Today's Dollars) | | | | | \$13,364,133 |

BUILDING ESTIMATE DETAIL

| <i>Description</i> | <i>QTY</i> | <i>UOM</i> | <i>\$ / UOM</i> | <i>Total Cost</i> |
|--|---------------|------------|-----------------|-------------------|
| A10 Foundations | | | | |
| <u>A1010 - Standard Foundations</u> | | | | |
| Standard footing system (continuous and spread footings) - Allowance (1 cy / 100 sf SOG) | 183 | cy | \$900.00 | \$164,700 |
| Perimeter Stem wall | 1,390 | sf | \$60.00 | \$83,400 |
| Building step and ramp stem walls | 985 | sf | \$70.00 | \$68,950 |
| Foundation excavation | | | | |
| Footing excavation & backfill (includes 2' over ex. & backfill) | 2,196 | cy | \$40.00 | \$87,840 |
| Perimeter Drainage & Insulation | | | | |
| Perforated footing drains - Allowance | 635 | lf | \$30.00 | \$19,050 |
| Foundation insulation (2" rigid) | 1,270 | sf | \$4.00 | \$5,080 |
| Perimeter stem walls below grade dampproofing | 2,540 | sf | \$6.00 | \$15,240 |
| Step / ramp stem walls below grade waterproofing | 985 | sf | \$13.00 | \$12,805 |
| <hr/> | | | | |
| A1010 - Standard Foundations | 23,280 | GSF | \$19.63 | \$457,065 |
| <u>A1030 - Slabs on Grade</u> | | | | |
| Slab on Grade, 4" (incl. reinforcing, base course & vapor barrier) | 12,830 | sf | \$11.00 | \$141,130 |
| CIP on grade stair up to stepped building area | 1 | ls | \$10,000 | \$10,000 |
| Slab on Grade, 8" @ App. Bay (incl. reinforcing, base course & vapor barrier) | 5,470 | sf | \$16.00 | \$87,520 |
| Trenches, Pits & Bases | | | | |
| Elevator Pit | 1 | ls | \$35,000 | \$35,000 |
| Trench drain blockouts | 150 | lf | \$20.00 | \$3,000 |
| Mech Pads - Allowance | 250 | sf | \$25.00 | \$6,250 |
| <hr/> | | | | |
| A1030 - Slabs on Grade | 23,280 | GSF | \$12.15 | \$282,900 |
| Subtotal A10 Foundations | 23,280 | GSF | \$31.79 | \$739,965 |
| <hr/> | | | | |
| Subtotal A20 Basement Construction | 23,280 | GSF | \$0.00 | \$0 |

BUILDING ESTIMATE DETAIL

| <i>Description</i> | <i>QTY</i> | <i>UOM</i> | <i>\$ / UOM</i> | <i>Total Cost</i> |
|---|---------------|------------|-----------------|--------------------|
| B10 Superstructure | | | | |
| <u>CIP Structural Concrete</u> | | | | |
| Horizontal Structure | | | | |
| Topping Slabs | | | | |
| Slabs on metal floor deck (incl. reinforcing) | 3,745 | sf | \$11.00 | \$41,195 |
| <hr/> | | | | |
| | 23,280 | GSF | \$1.77 | \$41,195 |
| <u>Structural Steel</u> | | | | |
| Floor & roof structure, beams, columns & BRB lateral system | | | | |
| Floor Structure (15 psf allowance) | 3,745 | sf | \$60.00 | \$224,700 |
| App. Bay Roof Structure (15 psf allowance) | 5,470 | sf | \$60.00 | \$328,200 |
| Roof Structure, other (13 psf allowance) | 12,830 | sf | \$52.00 | \$667,160 |
| Metal Deck | | | | |
| Floor decking | 3,745 | sf | \$11.00 | \$41,195 |
| Roof decking | 12,830 | sf | \$9.00 | \$115,470 |
| Acoustical roof decking @ App. Bay | 5,470 | sf | \$16.00 | \$87,520 |
| Miscellaneous Metals | | | | |
| Misc. allowance - Area budget | 23,280 | gsf | \$2.00 | \$46,560 |
| Steel Fireproofing - None required | | | | \$0 |
| <hr/> | | | | |
| | 23,280 | GSF | \$64.90 | \$1,510,805 |
| Subtotal B10 Superstructure | 23,280 | GSF | \$66.67 | \$1,552,000 |

B20 Exterior Enclosure

B2011, 12 - Exterior Wall Construction & Parapets

| | | | | |
|---|--------|----|---------|-----------|
| Exterior Wall Assembly (GWB - Finish 1 Side, vapor barrier, mtl stud framing, batt insulation, sheathing, WRB, 2" rigid insul, z furring) | 14,405 | sf | \$36.50 | \$525,764 |
| Exterior wall finish | | | | |
| Mixture brick (20%), metal panels (70%), phenolic (10%) - 75% ratio | 14,405 | sf | \$46.80 | \$674,131 |
| Exterior paint & sealants | | | | |

BUILDING ESTIMATE DETAIL

| <i>Description</i> | <i>QTY</i> | <i>UOM</i> | <i>\$ / UOM</i> | <i>Total Cost</i> |
|---|---------------|------------|-----------------|--------------------|
| Misc. caulking and sealants - Area budget | 19,206 | vsf | \$1.50 | \$28,809 |
| Building graphics | | | | |
| Building identifying signage - Allowance | 1 | ls | \$10,000 | \$10,000 |
| Miscellaneous exterior enclosure costs | | | | |
| Contractor support of 3rd party air barrier testing | 1 | ls | \$5,000 | \$5,000 |
| Mock up - None | | | | \$0 |
| <hr/> | | | | |
| B2011, 12 - Exterior Wall Construction & Parapets | 23,280 | GSF | \$53.42 | \$1,243,704 |
| <u>B2020 - Exterior Windows</u> | | | | |
| Fiberglass & aluminum storefront, std. insulated glazing, standard finish - 25% ratio | 4,802 | sf | \$120.00 | \$576,180 |
| <hr/> | | | | |
| B2020 - Exterior Windows | 23,280 | GSF | \$24.75 | \$576,180 |
| <u>B2030 - Exterior Doors</u> | | | | |
| Glazed doors & entrances | | | | |
| Storefront doors & hardware, per leaf | 2 | ea | \$7,500 | \$15,000 |
| ADA auto operator, per vestibule | 1 | ea | \$10,000 | \$10,000 |
| Solid exterior doors | | | | |
| HM door, HM frame, and hardware | 7 | ea | \$4,000 | \$28,000 |
| Overhead doors | | | | |
| Glazed, motorized @ App. Bay, 14' x 14' (includes fire station accessories) | 5 | ea | \$30,000 | \$150,000 |
| Glazed, motorized @ exercise and antique apparatus display | 2 | ea | \$15,000 | \$30,000 |
| <hr/> | | | | |
| B2020 - Exterior Doors | 23,280 | GSF | \$10.01 | \$233,000 |
| Subtotal B20 Exterior Enclosure | 23,280 | GSF | \$88.18 | \$2,052,884 |

B30 Roofing

B3010 - Roof Coverings

Roof finishes & insulation

| | | | | |
|---|--------|----|---------|-----------|
| Membrane roofing system w/ rigid insulation | 18,300 | sf | \$24.00 | \$439,200 |
|---|--------|----|---------|-----------|

Flashings & sheet metal

BUILDING ESTIMATE DETAIL

| <i>Description</i> | <i>QTY</i> | <i>UOM</i> | <i>\$ / UOM</i> | <i>Total Cost</i> |
|---|---------------|------------|-----------------|-------------------|
| Roof system flashing & rough carpentry | 15% | on | \$439,200 | \$65,880 |
| Accessories | | | | |
| Misc. (walk pads, rooftop ladders, etc...) | 1 | ls | \$30,000 | \$30,000 |
| Fall restraint anchors (allowance) | 1 | ls | \$50,000 | \$50,000 |
| <hr/> | | | | |
| B3010 - Roof Coverings | 23,280 | GSF | \$25.13 | \$585,080 |
| <u>B3020 - Roof Openings</u> | | | | |
| Glazed roof openings - Allowance | 1 | ls | \$25,000 | \$25,000 |
| Roof hatch & ladder | 1 | ea | \$10,000 | \$10,000 |
| <hr/> | | | | |
| B3020 - Roof Openings | 23,280 | GSF | \$1.50 | \$35,000 |
| Subtotal B30 Roofing | 23,280 | GSF | \$26.64 | \$620,080 |
| <hr/> | | | | |
| C10 Interior Construction | | | | |
| <u>C1010 - Partitions</u> | | | | |
| GWB Partitions - 1 sf of wall assembly per building GSF allowance (GWB - Finish 2 Sides, mtl stud framing, sound batts) | 23,280 | sf | \$17.50 | \$407,400 |
| Premium - Fire rated, STC assemblies | 15% | on | \$407,400 | \$61,110 |
| Misc. carpentry, blocking, & backing - Area budget | 23,280 | sf | \$1.00 | \$23,280 |
| Interior caulking & joint sealants - Area budget | 23,280 | gsf | \$0.50 | \$11,640 |
| Retractable partitions - None | | | | \$0 |
| Interior windows and storefronts (% allowance on partitions) | 5% | on | \$407,400 | \$20,370 |
| <hr/> | | | | |
| C1010 - Partitions | 23,280 | GSF | \$22.50 | \$523,800 |
| <u>C1020 - Interior Doors</u> | | | | |
| Aluminum Storefront Doors, HW, Complete - None | 4 | ea | \$5,000.00 | \$20,000 |
| HM / SCW Dr, HM Frame, Hardware, Complete - per leaf (1 door per 375 building GSF allowance) | 62 | ea | \$3,600.00 | \$223,200 |
| Premium - Fire rated, special hardware | 5% | on | \$243,200 | \$12,160 |
| <hr/> | | | | |
| C1020 - Interior Doors | 23,280 | GSF | \$10.97 | \$255,360 |
| <u>C1030 - Fittings</u> | | | | |

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BUILDING ESTIMATE DETAIL

| <i>Description</i> | <i>QTY</i> | <i>UOM</i> | <i>\$ / UOM</i> | <i>Total Cost</i> |
|---|---------------|------------|-----------------|-------------------|
| Visual display specialties | | | | |
| Marker boards - Allowance | 1 | ls | \$10,000 | \$10,000 |
| Toilet Partitions - None | | | | |
| Toilet & Janitorial Accessories | 23,280 | gsf | \$1.25 | \$29,100 |
| Lockers & storage shelving - Allowance | | | | |
| Gear lockers | 1 | ls | \$60,000 | \$60,000 |
| Metal storage shelving - OFOI | | | | \$0 |
| Dorm wardrobes - Included with E20 | | | | \$0 |
| Identifying Devices | | | | |
| Code signage - Area budget | 23,280 | sf | \$0.25 | \$5,820 |
| Wayfinding and room signage - Area budget | 23,280 | sf | \$0.50 | \$11,640 |
| General fittings and specialties | | | | |
| FECs, corner guards, knox box, etc... - Area budget | 23,280 | gsf | \$0.50 | \$11,640 |
| <hr/> | | | | |
| C1030 - Fittings | 23,280 | GSF | \$5.51 | \$128,200 |
| <hr/> | | | | |
| Subtotal C10 Interior Construction | 23,280 | GSF | \$38.98 | \$907,360 |
| <hr/> | | | | |
| C20 Stairs | | | | |
| <u>C2010 - Stair Construction</u> | | | | |
| Pre-engineered metal stair (includes picket railings & concrete fill) | 1 | ea | \$20,000 | \$20,000 |
| CIP on grade stair railings | 1 | ls | \$5,000 | \$5,000 |
| Internal ramp railings | 1 | ls | \$5,000 | \$5,000 |
| <hr/> | | | | |
| C2010 - Stair Construction | 23,280 | GSF | \$1.29 | \$30,000 |
| <hr/> | | | | |
| <u>C2020 - Stair Finishes</u> | | | | |
| Sealed Concrete (panfill tread & landings) | 85 | sf | \$3.00 | \$255 |
| <hr/> | | | | |
| C2010 - Stair Construction | 23,280 | GSF | \$0.01 | \$255 |
| <hr/> | | | | |
| Subtotal C20 Stairs | 23,280 | GSF | \$1.30 | \$30,255 |

C30 Interior Finishes

BUILDING ESTIMATE DETAIL

| <i>Description</i> | <i>QTY</i> | <i>UOM</i> | <i>\$ / UOM</i> | <i>Total Cost</i> |
|---|---------------|------------|-----------------|--------------------|
| <u>C3010 - Wall Finishes</u> | | | | |
| Paint to walls, doors, frames and misc. - Area budget | 23,280 | sf | \$5.00 | \$116,400 |
| Other Wall Finishes (Restroom Wall Tile, Stainless Panels in Dec | 23,280 | gsf | \$7.50 | \$174,600 |
| C3010 - Wall Finishes | 23,280 | GSF | \$12.50 | \$291,000 |
| <u>C3020 - Floor Finishes</u> | | | | |
| Floor finish and wall base allowance (mixture of resilient, carpet, polished concrete, sealed concrete) | 23,280 | gsf | \$7.50 | \$174,600 |
| C3020 - Floor Finishes | 23,280 | GSF | \$7.50 | \$174,600 |
| <u>C3030 - Ceiling Finishes</u> | | | | |
| Ceiling finish allowance (mixture of ACT, gwb, painted open structure & accent in lobby / community) | 23,280 | gsf | \$8.00 | \$186,240 |
| C3030 - Ceiling Finishes | 23,280 | GSF | \$8.00 | \$186,240 |
| Subtotal C30 Interior Finishes | 23,280 | GSF | \$28.00 | \$651,840 |
| D10 Elevator | | | | |
| <u>D1010 - Elevators & Lifts</u> | | | | |
| Passenger Elevator,hydraulic | 2 | stps | \$65,000 | \$130,000 |
| D1010 - Elevators & Lifts | 23,280 | GSF | \$5.58 | \$130,000 |
| Subtotal D10 Conveying Systems | 23,280 | GSF | \$5.58 | \$130,000 |
| D20 Plumbing | | | | |
| Plumbing system complete w/ compressed air systema and trench drains in App. Bay | 23,280 | gsf | \$30.00 | \$698,400 |
| Subtotal D20 Plumbing | 23,280 | GSF | \$30.00 | \$698,400 |
| D30 HVAC | | | | |
| HVAC system complete | 23,280 | gsf | \$50.00 | \$1,164,000 |
| Source capture exhaust systems | 1 | ls | \$150,000 | \$150,000 |
| Subtotal D30 HVAC | 23,280 | GSF | \$56.44 | \$1,314,000 |

BUILDING ESTIMATE DETAIL

| <i>Description</i> | <i>QTY</i> | <i>UOM</i> | <i>\$ / UOM</i> | <i>Total Cost</i> |
|--|---------------|------------|-----------------|--------------------|
| D40 Fire Protection | | | | |
| Sprinkler system - Building area budget | 23,280 | gsf | \$6.00 | \$139,680 |
| Subtotal D40 Fire Protection | 23,280 | GSF | \$6.00 | \$139,680 |
| D50 Electrical | | | | |
| Electrical & low voltage systems complete | 23,280 | gsf | \$50.00 | \$1,164,000 |
| Generator & Transfer Equipment (500kW) | 1 | ls | \$250,000 | \$250,000 |
| A/V Systems (rough-in included above) | 1 | ls | \$40,000 | \$40,000 |
| FAST (Fast Alerting System) | 1 | ls | \$50,000 | \$50,000 |
| Photovoltaic system - Allowance | 1 | ls | \$150,000 | \$150,000 |
| Subtotal D50 Electrical | 23,280 | GSF | \$71.05 | \$1,654,000 |
| E10 Equipment | | | | |
| <u>E1020 - Institutional Equipment</u> | | | | |
| Audio-visual equipment - Included in D50 | | | | \$0 |
| Extractor & turnout gear dryer | 1 | ls | \$45,000 | \$45,000 |
| | 23,280 | GSF | \$1.93 | \$45,000 |
| <u>E1090 - Other Equipment</u> | | | | |
| Maintenance equipment | | | | |
| Shop equipment - OFOI | | | | \$0 |
| Residential equipment | | | | |
| Kitchen appliance package (includes type 1 hood) | 1 | ea | \$55,000 | \$55,000 |
| Break area appliance package | 1 | ea | \$5,000 | \$5,000 |
| Laundry washer & dryer package | 2 | ea | \$5,000 | \$10,000 |
| | 23,280 | GSF | \$3.01 | \$70,000 |
| Subtotal E10 Equipment | 23,280 | GSF | \$4.94 | \$115,000 |

BUILDING ESTIMATE DETAIL

| <i>Description</i> | <i>QTY</i> | <i>UOM</i> | <i>\$ / UOM</i> | <i>Total Cost</i> |
|---|---------------|------------|-----------------|-------------------|
| E20 Furnishings | | | | |
| <u>E2010 - Fixed Furnishings</u> | | | | |
| Fixed Casework | | | | |
| Kitchen casework with solid surface counters | 1 | ls | \$40,000 | \$40,000 |
| Break area | 1 | ls | \$10,000 | \$10,000 |
| Decon | 1 | ls | \$15,000 | \$15,000 |
| EMS | 1 | ls | \$10,000 | \$10,000 |
| Dorm wardrobes (2 per FF/ Capt. Sleep) | 18 | ea | \$2,000 | \$36,000 |
| Misc. TBD - Area budget | 23,280 | gsf | \$2.00 | \$46,560 |
| Blinds & other window treatment | | | | |
| Roller shades, manual | 4,802 | sf | \$20.00 | \$96,030 |
| Blackout shades @ Dorms | 112 | sf | \$15.00 | \$1,680 |
| <hr/> | | | | |
| E2010 - Fixed Furnishings | 23,280 | GSF | \$10.97 | \$255,270 |
| <u>E2020 - Moveable Furnishings</u> | | | | |
| EXCLUDED | | | | |
| <hr/> | | | | |
| E2020 - Moveable Furnishings | 23,280 | GSF | \$0.00 | \$0 |
| <hr/> | | | | |
| Subtotal E20 Furnishings | 23,280 | GSF | \$10.97 | \$255,270 |
| <hr/> | | | | |
| Subtotal F10 Special Construction | 23,280 | GSF | \$0.00 | \$0 |
| <hr/> | | | | |
| Subtotal F20 Selective Building Demolition | 23,280 | GSF | \$0.00 | \$0 |

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SITWORK ELEMENTS SUMMARY (UNIFORMAT II)

| <i>Ref</i> | <i>Group Element</i> | <i>QTY</i> | <i>UOM</i> | <i>\$ / UOM</i> | <i>Total Cost</i> |
|---|-----------------------------------|------------|------------|-----------------|--------------------|
| G00 | General Sitework Requirements | 25,000 | SGA | \$5.59 | \$139,800 |
| G10 | Site Preparation | 25,000 | SGA | \$2.34 | \$58,500 |
| G20 | Site Improvements | 25,000 | SGA | \$21.84 | \$545,895 |
| G30 | Site Civil / Mechanical Utilities | 25,000 | SGA | \$6.85 | \$171,270 |
| G40 | Site Electrical Utilities | 25,000 | SGA | \$3.20 | \$80,000 |
| G50 | Other Site Construction | 25,000 | SGA | \$0.00 | \$0 |
| Sitework Direct Construction Costs Subtotal | | | | | \$995,465 |
| Estimating / Design Contingency | | 20.0% | on | \$995,465 | \$199,093 |
| Contractor Markup (OH&P, Insurance, Bond, B&O Tax) | | 7.0% | on | \$1,194,558 | \$83,619 |
| Total Sitework Construction Cost (Today's Dollars) | | | | | \$1,278,177 |

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SITWORK ESTIMATE DETAIL

| <i>Description</i> | <i>QTY</i> | <i>UOM</i> | <i>\$ / UOM</i> | <i>Total Cost</i> | |
|---|---------------------------------------|------------|-----------------|-------------------------|----------|
| G00 General Sitework Requirements | | | | | |
| Mobilization | 1 | ls | \$47,000 | \$47,000 | |
| Temporary Construction Fencing | 830 | lf | \$10.00 | \$8,300 | |
| Traffic control | 13 | weeks | \$6,500 | \$84,500 | |
| Subtotal G00 General Sitework Requirements | 25,000 | SGA | \$5.59 | \$139,800 | |
| G10 Site Preparation | | | | | |
| <u>G1010,20 - Site Clearing & Demolition</u> | | | | | |
| Building demolition | | | | | |
| Remove existing bank building | | | | <i>Incl. on Summary</i> | |
| | G1010,20 - Site Clearing & Demolition | 25,000 | SGA | \$0.00 | \$0 |
| <u>G1030 - Site Earthwork (MacKay Sposito Estimate)</u> | | | | | |
| Site grading & excavation | | | | | |
| Clearing & grubbing | | | | | |
| Earthwork - Cut w/ export | 1,700 | cy | \$25.00 | \$42,500 | |
| Earthwork - Fill onsite | 300 | cy | \$40.00 | \$12,000 | |
| Erosion Sediment Control | 1 | ls | \$4,000.00 | \$4,000 | |
| Site Shoring - None | | | | \$0 | |
| | G1030 - Site Earthwork | 25,000 | SGA | \$2.34 | \$58,500 |
| <u>G1040 - Hazardous Waste Remediation</u> | | | | | |
| Hazardous materials abatement of existing building to be demolished (minor) | | | | <i>Incl. on Summary</i> | |
| Removal of Contaminated Soil - Allowance | | | | <i>Excluded</i> | |
| | G1040 - Hazardous Waste Remediation | 25,000 | SGA | \$0.00 | \$0 |
| Subtotal G10 Site Preparation | 25,000 | SGA | \$2.34 | \$58,500 | |
| G20 Site Improvements | | | | | |
| <u>G2010,20,30 - Roadways, Parking Lots, and Ped. Paving</u> | | | | | |
| Enhanced public plaza | 1 | ls | \$85,600 | \$85,600 | |
| Cement concrete curb | 326 | lf | \$32.00 | \$10,432 | |

February 28, 2024

SITWORK ESTIMATE DETAIL

| <i>Description</i> | <i>QTY</i> | <i>UOM</i> | <i>\$ / UOM</i> | <i>Total Cost</i> |
|--|---------------|------------|-----------------|-------------------|
| 8" reinforced concrete apron | 6,200 | sf | \$25.00 | \$155,000 |
| Pavement striping | 1 | ls | \$500.00 | \$500 |
| Hot mix asphalt | 40 | ton | \$160.00 | \$6,400 |
| Concrete sidewalk | 600 | sy | \$100.00 | \$60,000 |
| Crushed rock base course | 200 | cy | \$70.00 | \$14,000 |
| Additional ROW improvements | 1 | ls | \$100,000 | \$100,000 |
| <hr/> | | | | |
| G2010,20,30 - Roadways, Parking Lots, and Ped. Paving | 25,000 | SGA | \$17.28 | \$431,932 |
| <u>G2040 - Site Development</u> | | | | |
| Allowance - (monument sign, fencing, site furnishings, etc...) | 25,000 | gsf | \$2.00 | \$50,000 |
| Misc. structures | | | | |
| Trash enclosure | 1 | ls | \$15,000 | \$15,000 |
| Generator enclosure | 1 | ls | \$25,000 | \$25,000 |
| <hr/> | | | | |
| G2040 - Site Development | 25,000 | SGA | \$3.60 | \$90,000 |
| <u>G2050 - Landscaping (MacKay Sposito Estimate)</u> | | | | |
| Allowance | 1 | ls | \$23,963.00 | \$23,963 |
| <hr/> | | | | |
| G2050 - Landscaping | 25,000 | SGA | \$0.96 | \$23,963 |
| <hr/> | | | | |
| Subtotal G20 Site Preparation | 25,000 | SGA | \$21.84 | \$545,895 |
| G30 Site Civil / Mechanical Utilities | | | | |
| <u>G3010 - Water Supply (MacKay Sposito Estimate)</u> | | | | |
| New domestic & fire water service | 1 | ls | \$38,000 | \$38,000 |
| <hr/> | | | | |
| G3010 - Water Supply | 25,000 | SGA | \$1.52 | \$38,000 |
| <u>G3020 - Sanitary Sewer (MacKay Sposito Estimate)</u> | | | | |
| New sanitary sewer services | 1 | ls | \$42,420 | \$42,420 |
| Grease interceptor - See add alternate | 1 | ls | \$15,000 | \$15,000 |
| Oil / water interceptor | 1 | ls | \$10,000 | \$10,000 |
| <hr/> | | | | |
| G3020 - Sanitary Sewer | 25,000 | SGA | \$2.70 | \$67,420 |
| <u>G3030 - Storm Sewer (MacKay Sposito Estimate)</u> | | | | |
| Drain lines, catch basins, etc... | 1 | ls | \$65,850.00 | \$65,850 |

SITWORK ESTIMATE DETAIL

| <i>Description</i> | <i>QTY</i> | <i>UOM</i> | <i>\$ / UOM</i> | <i>Total Cost</i> |
|---|---------------|------------|-----------------|---------------------|
| Stormwater treatment & infiltration / detention | | | | <i>Not Required</i> |
| G3030 - Storm Sewer | 25,000 | SGA | \$2.63 | \$65,850 |
| Subtotal G30 Site Civil / Mechanical Utilities | 25,000 | SGA | \$6.85 | \$171,270 |
| G40 Site Electrical Utilities | | | | |
| <u>G4010 - Electrical Distribution</u> | | | | |
| Electrical utility | 1 | ls | \$40,000 | \$40,000 |
| Electric vehicle chargers - None | | | | \$0 |
| Site Power (reader board, etc...) | 1 | ls | \$15,000 | \$15,000 |
| G4010 - Electrical Distribution | 25,000 | SGA | \$2.20 | \$55,000 |
| <u>G4020 - Site lighting</u> | | | | |
| None (building mounted) | | | | \$0 |
| G4020 - Site lighting | 25,000 | SGA | \$0.00 | \$0 |
| <u>G4030 - Site communication & security</u> | | | | |
| Tele/Data utility | 1 | ls | \$25,000 | \$25,000 |
| G4030 - Site communication & security | 25,000 | SGA | \$1.00 | \$25,000 |
| Subtotal G40 Site Electrical Utilities | 25,000 | SGA | \$3.20 | \$80,000 |
| Subtotal G50 Other Site Construction | 25,000 | SGA | \$0.00 | \$0 |



Staff Report – Consent Agenda

February 3, 2025, Council Regular Meeting

\$9,500.00 Ecological Land Services (ELS) NW 38th Avenue Phase 1 Wetland Mitigation and Monitoring Professional Services Agreement Amendment 4. (Submitted by James Carothers, Engineering Manager)

| Phone | Email |
|---------------|---------------------------|
| 360.817. 7230 | jcarothers@cityofcamas.us |

BACKGROUND: Road improvement projects that impact wetlands and/or streams, directly or indirectly, require permits issued by the US Army Corps of Engineers (Corps). Corps permits are typically for a 10-year period or until the Corps and Ecology approve the mitigation site. The permit includes requirements for maintenance and monitoring. The NW 38th Avenue Road Improvements for Phase 1 (from the Camas city limits east to NW Armstrong Street) was constructed in 2014. Ecological Land Services (ELS) is the consultant that prepared the final wetland mitigation and monitoring reports for the project. ELS conducts the yearly maintenance activities and prepares the required monitoring reports for submittal to the Corps.

SUMMARY: The Phase 1 Professional Services Agreement (PSA) needs to be amended. The current ELS contracts for Phase 1 (monitoring year 10) expired on December 31, 2024. For this reason, staff has placed the amendment on the February 3, 2025, Council Consent Agenda.


- Phase 1 PSA Amendment 4 covers the year 11 (2025) maintenance, site visits with agencies, and approval of the mitigation site by the agencies.
 - Amendment 4 has a not to exceed amount of \$9,500.00.

BENEFITS TO THE COMMUNITY: The NW 38th Avenue Road Improvement Project, Phase 1 provided a contiguous vehicular and pedestrian connection from NE 192nd Avenue to NW Parker Street.

POTENTIAL CHALLENGES: Corps permits stipulate a level of success for survival of required plantings and eradication of invasive plant species. Failure to meet the requirements may result in additional planting and extension of monitoring in excess of the original 10 years.

BUDGET IMPACT The wetland mitigation project is paid for out of the Stormwater Fund.

RECOMMENDATION: Staff recommends Council approve PSA Amendment 4.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 4

616 NE 4th Avenue
 Camas, WA 98607

Project No. SS-545E

NW 38th Avenue, Phase 1 Roadway Improvement

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

The Parties entered into an Original Agreement signed and dated April 13, 2015, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

1. **Scope of Services.** Consultant agrees to perform additional services as identified on **Exhibit “A”** (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses, for an amount not-to-exceed \$9,500.00.
 - a. Unchanged from Original/Previous Contract

2. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this Amendment by:
 - a. Extended to December 31, 2025.
 - b. Unchanged from Original/Previous Contract date of _____, 20____

Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement.

3. **Payment.** Based on the Scope of Services and assumptions noted in **Exhibit “A”**, Consultant proposes to be compensated on a time and material basis per **Exhibit “B”** (Costs for Scope of Services) with a total estimated not to exceed fee of:
 - a. Previous not to exceed fee: \$134,440
 - b. Amendment No. 4 \$9,500
 - c. **Total: \$143,940**
 - d. Consultant billing rates:
 - Modification to Consultant Billing Rates per **Exhibit “C”** attached herein
 - Unchanged from Original/Previous Contract

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

DATED this _____ day of _____, 20__.

CITY OF CAMAS:

Ecological Land Services (ELS):
Authorized Representative

By: _____

DocuSigned by:
Michele McGraw
By: _____
241EE99093DF4BD...

Print Name: _____

Print Name: Michele McGraw

Title: _____

Title: Biologist

Date: 1/29/2025

EXHIBIT "A"
AMENDED SCOPE OF SERVICES
(INCLUDES SECTIONS 1 – 3)



1-9-25

Exhibit A

Services Requested By:

City of Camas
Anita Ashton, Project Manager-Engineering
616 NE 4th Avenue
Camas, Washington 98607

Corps of Engineers Permit No. NWS-0901

Phone: (360) 817-7231

Fax: (360) 834-1535

E-mail: aashton@cityofcamas.us

Billing E-mail: _____

Project Name: SS-545E NW 38th Ave Mitigation Monitoring and Maintenance for Phase 1, (ELS Project #1893.05)

- **Amendment number 4 to the Original City of Camas SS-545E NW 38th Ave Phase 1, Original signed contract dated April 13, 2015**
- I understand the **Project Assumptions, Exhibit A, Section 2.**
- I understand the **Terms of Agreement, Exhibit A, Section 3.**
- ELS will bill on a time and materials basis. Rate schedule is provided in **Exhibit C.**
- This proposal is valid for *30 days* from the date of this letter.
- My correct contact and billing information have been provided above. Invoices will be emailed unless otherwise requested.
- Do Prevailing wages apply to this project? YES NO

Acceptance and Agreement

I hereby authorize Ecological Land Services, Inc. to perform work as described in the Description of Services and Estimated Costs, with an additional Not-To-Exceed total of **\$9,500.** I accept the terms as stated in this Cost Proposal and Agreement and Exhibits, dated this _____ day of _____, _____.

Signature
City of Camas



Michele McGraw
Ecological Land Services, Inc.

Printed Name, Title
City of Camas

Section 1 - Amended Scope of Services

Item 6.

On-going services to provide monitoring and maintenance activities for Year 11, (2025) of the required 10-year duration for Phase 1 of the NW 38th Avenue widening project, within parcel number 986031177.

Description of Services and Estimated Costs:**Task 14: Year 11 Maintenance**

Includes the following:

- 2 site visits with 3 crew members to weed eat, mow, and apply herbicide as needed prior to an agency requested site visit.
- Coordinate with ELS Biologist

Estimate: \$6,500

Task 15: Site visit with agencies (if required)

Includes the following:

- Conduct a site visit with agencies if required to finalize permit compliance
- Coordinate as needed with field crew for site maintenance prior to agencies site visit

Estimate: \$3,000

Total Not-To-Exceed Estimate: \$ 9,500

* The above Not-To-Exceed Estimate is informational and for client budgeting purposes. ELS will invoice according to the NTE total, not the individual task amounts.

Account Balance: If at any time the **account balance for this project is beyond 30 days past due** work will cease until payment is received. **Current balance must be satisfied prior to final report being released to client.**

If payment of project invoices requires special arrangements, additional administrative costs may be incurred.

Important: The estimated cost proposal is based upon ELS's understanding of the scope of the project at the time of this estimate. If the work required to complete the project expands beyond the current project scope and assumptions, due to unforeseen difficulties which are outside of ELS's control, or any changes requested by the client, billing will be adjusted in accordance with the additional work required. The estimated fees for such expanded work will be billed to the client, and when practical, ELS will make the best effort to consult with the client in advance and receive written correspondence to clarify and confirm changes in the scope of work and any additional estimated fees. For any such expansion of work, ELS shall bill on a time and materials basis, unless other conditions are established. Materials or outside services needed to complete such expanded work (see hourly rates, Exhibit C) will be billed at cost with a handling fee (Item #4, Terms of Agreement, Exhibit B).

Not included in Estimate: application fees and costs, meetings and site visits beyond those specified within the estimate including those required by any regulatory agency, revisions requested by the client or regulatory agencies, post-application revisions or additions outside of the work quoted on the estimate,

additional time and revisions related to changes required by regulatory agencies, additional time and revisions related to opposition to the project and other time and expenses not specified within the estimate.

Section 2

Project Assumptions

This Cost Proposal offered by ELS, Inc. is based upon the following standard assumptions. Should one or more of these assumptions be incorrect, change or otherwise be altered costs and time for completion of the project may be impacted.

Universal Project Assumptions:

1. No violations exist for the subject property.
2. Unless stated elsewhere within the proposal, no more than one field visit will be required by ELS, Inc. or its agents.
3. Site conditions during project work will not differ significantly from the conditions ELS, Inc. observed or assumed when creating this proposal. These observations or assumptions are based upon one or more of the following: a pre-proposal site visit, correspondence with the client, or information derived from aerial photography.
4. The client has the right to access the subject property and will grant ELS, Inc. and its agents right of entry as needed to perform any and all tasks requested or listed within the Cost Proposal and Agreement.
5. All portions of the subject property are easily accessible with minimal clearing required to access and navigate the site. No hazardous conditions or livestock will be present on the subject property at the time of any site visit.
6. Property information provided for the project is accurate and subject property boundaries are clearly marked and/or understandable.

Section 3

Terms of Agreement for Professional Services Provided by ELS

1. The client orders the professional services of ELS. Said professional services may include jurisdictional wetland delineation, environmental report preparation, environmental permit applications, and other environmental related and consulting services.
2. ELS agrees to furnish and perform the professional services described herein in accordance with accepted professional standards. ELS agrees to perform said work in a timely manner, provided that ELS shall not be responsible for delays in completing said work that cannot reasonably be foreseen on date hereof, for delays which are caused by factors beyond their control, delays resulting from the action or inaction of any government agency or subcontractor not hired by ELS, or for delays resulting from the action or inaction of the client.
3. ELS makes no warranty, expressed or implied, as to their findings, recommendations, plans and specifications, or professional advice except that they were made or prepared in accordance with generally accepted practices. It is agreed that the professional services described herein shall be performed for the client's account. All past due accounts will be charged 1.5% per month or 18% per annum.
4. In the event that a subcontractor is needed for a project and the client wishes to have the subcontractor bill ELS directly, a 10% handling fee will be added to client invoice for this. In the event that permit costs are needed for a portion of a project and the client wishes to have ELS pay costs at time of request, a 10% handling fee will be added to client invoice for this service. Other project expenses paid in advance by ELS, a 10% handling fee will be added to client invoice for such costs. These costs can include but not limited to aerial photos, specialty maps, government documentation, color copies, oversized copies, film development and some field related supplies.
5. Sales tax will be applied to any project that includes planting/installation and/or maintenance. The sales tax rate will be based on the site location of project. Sales tax will be applied to in-house copies, statement to be provided by ELS, when applicable.
6. The client and ELS each bind themselves, their partners, successors, executors, and assignees to the other party of this agreement and to the partners, successors, executors, and assigns of such other party in respect to this agreement.
7. By mutual agreement of the parties hereto, the client hereby agrees to indemnify, defend and hold harmless ELS from damages or liability of any character, including in part, personal injury, property damage, costs, expenses and attorney fees arising out of any negligent act, error or omission of the client, or any person or organization for whom client may be responsible.
8. The client shall be responsible for payment of all costs and expenses incurred by ELS for client's account; including any such moneys that ELS may advance for the client's account for any reasonable project related purpose.
9. Both the client and ELS have the right to terminate this agreement at any time by giving the other party three (3) days written notice thereof. In such case, ELS shall be paid in full for all services performed to the date of termination. Said charges shall be based on the percentage of project completion as of the termination date unless other arrangements have been made.
10. ELS reserves the right to withdraw this proposal if not accepted within 30 days.
11. If the client fails to pay as agreed and collection or other remedies are necessary, ELS shall be entitled to collect all costs of collection, including reasonable attorney's fees, costs and pre-judgment interest as allowed by contract.
12. In executing the Cost Proposal and Agreement, an electronic, facsimile, or other authorized reproduced or stamped signature may be used to sign and execute the agreement and shall have the same force and effect as a written signature.
13. All project-related written materials are created using best available science and professional judgment. Any content-related changes to project documentation that are requested by the client may result in additional fees billed on a time and materials basis. Any such changes are made at the client's own risk. Changes made by ELS at the request of the client may not stand up to agency scrutiny or review, may be rejected by regulatory agencies and may result in additional costs or delays.
14. This Agreement shall be governed by and construed in accordance with the laws of the borough, county, or province of the State of WA in which the project is located. Any dispute which arises from this agreement shall be litigated within the borough, county, or province of the State of WA in which the project is located.
15. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

EXHIBIT "B"
AMENDED COSTS FOR SCOPE OF SERVICES
(SEE SECTION 1 – EXHIBIT A)

**EXHIBIT “C”
CONSULTANT BILLING RATES**

Exhibit C

Standard Billing Rates 2025

The cost estimates presented in this proposal are based on the following standard ELS billing rates:

| | |
|---|---|
| Expert Witness Testimony/Litigation Support | Double the Hourly Rate |
| President | \$ 260.00 / Hour |
| Professional Biologist | \$ 222.00 / Hour |
| Biologist V | \$ 188.00 / Hour |
| Biologist IV | \$ 172.00 / Hour |
| Biologist III | \$ 144.00 / Hour |
| Biologist II | \$ 132.00 / Hour |
| Biologist I | \$ 115.00 / Hour |
| Biologist Entry Level | \$ 104.00 / Hour |
| Field Director | \$ 95.00 / Hour |
| Field Technician IV | \$ 90.00 / Hour |
| Field Technician III | \$ 85.00 / Hour |
| Field Technician II | \$ 80.00 / Hour |
| Field Technician I | \$ 75.00 / Hour |
| Graphics Manager | \$ 165.00 / Hour |
| Graphics Professional | \$ 152.00 / Hour |
| Graphics Technician V | \$ 144.00 / Hour |
| Graphics Technician IV | \$ 142.00 / Hour |
| Graphics Technician III | \$ 126.00 / Hour |
| Graphics Technician II | \$ 112.00 / Hour |
| Graphics Technician I | \$ 100.00 / Hour |
| Project Coordinator III | \$ 120.00 / Hour |
| Project Coordinator II | \$ 90.00 / Hour |
| Project Coordinator I | \$ 80.00 / Hour |
| Standard Mileage | \$ 1.00 / Mile |
| Company Truck Mileage | \$ 1.00 / Mile |
| Government Mileage Rate | \$.70 / Mile <i>(or current rates)</i> |

ELS rates are subject to change yearly upon approval of the Board of Directors.



NW 38th Ave. - Phase 1 Wetland Mitigation Site

Item 6.



Legend

Taxlots

Notes:

752.3 0 376.17 752.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.



Staff Report – Consent Agenda

February 3, 2025, Council Regular Meeting

\$66,000.00 Ecological Land Services (ELS) NW 38th Avenue Phase 2 Wetland Mitigation and Monitoring Professional Services Agreement Amendment 5. (Submitted by James Carothers, Engineering Manager)

| Phone | Email |
|---------------|---------------------------|
| 360.817. 7230 | jcarothers@cityofcamas.us |

BACKGROUND: Road improvement projects that impact wetlands and/or streams, directly or indirectly, require permits issued by the US Army Corps of Engineers (Corps). Corps permits are typically for a 10-year period or until the Corps and Ecology approve the mitigation site. The permit includes requirements for maintenance and monitoring. The NW 38th Avenue Road Improvements for Phase 2 (from NW Armstrong Street east to NW Parker Street) was constructed in 2015. Ecological Land Services (ELS) is the consultant that prepared the final wetland mitigation and monitoring reports for the project. ELS conducts the yearly maintenance activities and prepares the required monitoring reports for submittal to the Corps.

SUMMARY: The Phase 2 Professional Services Agreement (PSA) needs to be amended. The current ELS contracts for Phase 2 (monitoring year 9) expired on December 31, 2024. For this reason, staff has placed the amendment on the February 3, 2025, Council Consent Agenda.


- Phase 2 PSA Amendment 5 covers the year 10 (2025) maintenance, additional plantings, site visits with agencies, and preparation of the Year 10 monitoring report.
 - Amendment 5 has a not to exceed amount of \$66,000.00.

BENEFITS TO THE COMMUNITY: The NW 38th Avenue Road Improvement Project, Phase 2 provided a contiguous multi-modal connection from NE 192nd Avenue to NW Parker Street.

POTENTIAL CHALLENGES: Corps permits stipulate a level of success for survival of required plantings and eradication of invasive plant species. Failure to meet the requirements may result in additional planting and extension of monitoring in excess of the original 10 years.

BUDGET IMPACT The wetland mitigation project is paid for out of the Stormwater Fund.

RECOMMENDATION: Staff recommends Council approve PSA Amendment 5.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 4

616 NE 4th Avenue
 Camas, WA 98607

Project No. SS-565C

NW 38th Avenue, Phase 2 Roadway Improvement

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

The Parties entered into an Original Agreement signed and dated March 21, 2016, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

1. **Scope of Services.** Consultant agrees to perform additional services as identified on **Exhibit “A”** (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses, for an amount not-to-exceed \$66,000.00.
 - a. Unchanged from Original/Previous Contract

2. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this Amendment by:
 - a. Extended to December 31, 2025.
 - b. Unchanged from Original/Previous Contract date of _____, 20____

Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement.

3. **Payment.** Based on the Scope of Services and assumptions noted in **Exhibit “A”**, Consultant proposes to be compensated on a time and material basis per **Exhibit “B”** (Costs for Scope of Services) with a total estimated not to exceed fee of:
 - a. Previous not to exceed fee: \$166,200
 - b. Amendment No. 5 \$66,000
 - c. **Total: \$232,200**
 - d. Consultant billing rates:
 - Modification to Consultant Billing Rates per **Exhibit “C”** attached herein
 - Unchanged from Original/Previous Contract

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

DATED this _____ day of _____, 20__.

CITY OF CAMAS:

Ecological Land Services (ELS):
Authorized Representative

By: _____

DocuSigned by:
Michele McGraw
By: _____
241EE99093DF4BD...

Print Name: _____

Print Name: Michele McGraw

Title: _____

Title: Biologist

Date: 1/29/2025

EXHIBIT "A"
AMENDED SCOPE OF SERVICES
(INCLUDES SECTIONS 1 – 4)



1-9-25

Exhibit A

Services Requested By:

City of Camas
Anita Ashton, Project Manager-Engineering
616 NE 4th Avenue
Camas, Washington 98607

Corps of Engineers Permit No NWS 2013-746

Phone: (360) 817-7231

Fax: (360) 834-1535

E-mail: aashton@cityofcamas.us

Billing E-mail: _____

Project Name — SS-565C NW 38th Ave Phase 2 (ELS Project #1893.06)

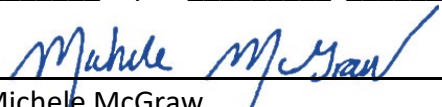
Amendment number 5 to the Original City of Camas SS-565C NW 38th Ave Phase 2, Original contract March 21, 2016

- I understand the **Project Assumptions, Exhibit A, Section 2.**
- I understand the **Terms of Agreement, Exhibit A, Section 3.**
- ELS will bill on a time and materials basis. Rate schedule is provided in **Exhibit C.**
- This proposal is valid for *30 days* from the date of this letter.
- My correct contact and billing information have been provided above. Invoices will be emailed unless otherwise requested.
- Do Prevailing wages apply to this project? YES NO

Acceptance and Agreement

I hereby authorize Ecological Land Services, Inc. to perform work as described in the Description of Services and Estimated Costs, with an additional Not-To-Exceed total of **\$ 66,000** . I accept the terms as stated in this Cost Proposal and Agreement and Exhibits, dated this _____ day of _____, _____.

Signature
City of Camas



Michele McGraw
Ecological Land Services, Inc.

Printed Name, Title
City of Camas

Section 1 - Amended Scope of Services

Item 7.

On-going services: Provide additional monitoring and maintenance activities for Year 10, (2025) of the required 10-year duration for Phase 2 of the NW 38th Avenue widening project, within parcel number 986033686 and 986033867.

Description of Services and Estimated Costs:**Task 15: Plant Procurement (only if found necessary during spring and summer walk throughs).**

Includes the following:

- Labor, mobilization, coordination, and equipment needed to install plants and mulch within the mitigation area as needed.

Estimate: \$25,000

Task 16: Ongoing Maintenance

Includes the following:

- 6 days with 3 crew members to weed eat, mow, and apply herbicide.
- Remove tree tubes, flagging and assure signs and posts are installed.
- Includes mobilization, equipment, and coordination.

Estimate: \$19,000

Task 17: Mitigation Site Monitoring and Wetland Delineation

Includes the following:

- Conduct mitigation site monitoring; one site visit in May to conduct hydrology monitoring and one in October to conduct monitoring for plant success.
- Complete Year 10 monitoring report and figures
- Conduct wetland delineation; Two site visits in the spring to delineate the wetlands on site. Includes digging test plots to gather information on vegetation, soils, and hydrology and flagging and GPS'ing wetland boundaries.
- Complete full delineation report, data sheets, and figure set.
- Coordination with City and Ecology regarding existing mitigation acreage.
- Coordination with field crew

Estimate: \$19,500

Task 18: Contingency

Includes the following:

- Ongoing coordination and communication as needed

Estimate: \$2,500

Total Not-To-Exceed Estimate: \$ 66,000

* The above Not-To-Exceed Estimate is informational and for client budgeting purposes. ELS will invoice according to the NTE total, not the individual task amounts.

Account Balance: If at any time the **account balance for this project is beyond 30 days past due** work will cease until payment is received. **Current balance must be satisfied prior to final report being released to client.**

If payment of project invoices requires special arrangements, additional administrative costs may be incurred.

Important: The estimated cost proposal is based upon ELS's understanding of the scope of the project at the time of this estimate. If the work required to complete the project expands beyond the current project scope and assumptions, due to unforeseen difficulties which are outside of ELS's control, or any changes requested by the client, billing will be adjusted in accordance with the additional work required. The estimated fees for such expanded work will be billed to the client, and when practical, ELS will make the best effort to consult with the client in advance and receive written correspondence to clarify and confirm changes in the scope of work and any additional estimated fees. For any such expansion of work, ELS shall bill on a time and materials basis, unless other conditions are established. Materials or outside services needed to complete such expanded work (see hourly rates, Exhibit C) will be billed at cost with a handling fee (Item #4, Terms of Agreement, Exhibit B).

Not included in Estimate: application fees and costs, meetings and site visits beyond those specified within the estimate including those required by any regulatory agency, revisions requested by the client or regulatory agencies, post-application revisions or additions outside of the work quoted on the estimate, additional time and revisions related to changes required by regulatory agencies, additional time and reports related to opposition to the project and other time and expenses not specified within the estimate.

Section 2

Project Assumptions

This Cost Proposal offered by ELS, Inc. is based upon the following standard assumptions. Should one or more of these assumptions be incorrect, change or otherwise be altered costs and time for completion of the project may be impacted.

Universal Project Assumptions:

1. No violations exist for the subject property.
2. Site conditions during project work will not differ significantly from the conditions ELS, Inc. observed or assumed when creating this proposal. These observations or assumptions are based upon one or more of the following: a pre-proposal site visit, correspondence with the client, or information derived from aerial photography.
3. The client has the right to access the subject property and will grant ELS, Inc. and its agents right of entry as needed to perform any and all tasks requested or listed within the Cost Proposal and Agreement.
4. All portions of the subject property are easily accessible with minimal clearing required to access and navigate the site. No hazardous conditions or livestock will be present on the subject property at the time of any site visit.
5. Property information provided for the project is accurate and subject property boundaries are clearly marked and/or understandable.
6. ELS, Inc. will flag independently and leave flags onsite. Flags will remain in place and undisturbed for the duration of the project.

Section 3**Terms of Agreement for Professional Services Provided by ELS**

1. The client orders the professional services of ELS. Said professional services may include jurisdictional wetland delineation, environmental report preparation, environmental permit applications, and other environmental related and consulting services.
2. ELS agrees to furnish and perform the professional services described herein in accordance with accepted professional standards. ELS agrees to perform said work in a timely manner, provided that ELS shall not be responsible for delays in completing said work that cannot reasonably be foreseen on date hereof, for delays which are caused by factors beyond their control, delays resulting from the action or inaction of any government agency or subcontractor not hired by ELS, or for delays resulting from the action or inaction of the client.
3. ELS makes no warranty, expressed or implied, as to their findings, recommendations, plans and specifications, or professional advice except that they were made or prepared in accordance with generally accepted practices. It is agreed that the professional services described herein shall be performed for the client's account. All past due accounts will be charged 1.5% per month or 18% per annum.
4. In the event that a subcontractor is needed for a project and the client wishes to have the subcontractor bill ELS directly, a 10% handling fee will be added to client invoice for this. In the event that permit costs are needed for a portion of a project and the client wishes to have ELS pay costs at time of request, a 10% handling fee will be added to client invoice for this service. Other project expenses paid in advance by ELS, a 10% handling fee will be added to client invoice for such costs. These costs can include but not limited to aerial photos, specialty maps, government documentation, color copies, oversized copies, film development and some field related supplies.
5. Sales tax will be applied to any project that includes planting/installation and/or maintenance. The sales tax rate will be based on the site location of project. Sales tax will be applied to in-house copies, statement to be provided by ELS, when applicable.
6. The client and ELS each bind themselves, their partners, successors, executors, and assignees to the other party of this agreement and to the partners, successors, executors, and assigns of such other party in respect to this agreement.
7. By mutual agreement of the parties hereto, the client hereby agrees to indemnify, defend and hold harmless ELS from damages or liability of any character, including in part, personal injury, property damage, costs, expenses and attorney fees arising out of any negligent act, error or omission of the client, or any person or organization for whom client may be responsible.
8. The client shall be responsible for payment of all costs and expenses incurred by ELS for client's account; including any such moneys that ELS may advance for the client's account for any reasonable project related purpose.
9. Both the client and ELS have the right to terminate this agreement at any time by giving the other party three (3) days written notice thereof. In such case, ELS shall be paid in full for all services performed to the date of termination. Said charges shall be based on the percentage of project completion as of the termination date unless other arrangements have been made.
10. ELS reserves the right to withdraw this proposal if not accepted within 30 days.
11. If the client fails to pay as agreed and collection or other remedies are necessary, ELS shall be entitled to collect all costs of collection, including reasonable attorney's fees, costs and pre-judgment interest as allowed by contract.
12. In executing the Cost Proposal and Agreement, an electronic, facsimile, or other authorized reproduced or stamped signature may be used to sign and execute the agreement and shall have the same force and effect as a written signature.
13. All project-related written materials are created using best available science and professional judgment. Any content-related changes to project documentation that are requested by the client may result in additional fees billed on a time and materials basis. Any such changes are made at the client's own risk. Changes made by ELS at the request of the client may not stand up to agency scrutiny or review, may be rejected by regulatory agencies and may result in additional costs or delays.
14. This Agreement shall be governed by and construed in accordance with the laws of the borough, county, or province of the State of WA in which the project is located. Any dispute which arises from this agreement shall be litigated within the borough, county, or province of the State of WA in which the project is located.
15. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

Section 4

Plant Replacement Clause

Within the first calendar year after planting, ELS will provide replacement for plant mortality due to planting error or non-viable plant stock if the planting areas meet all the criteria specified in the mitigation plan for site preparation including, but not limited to topsoil replacement, soil amendments, mulch application, and irrigation source(s). ELS will not provide replacement for plant mortality due to any other factors including, but not limited to vandalism, willful damage or destruction, animal interference, natural disasters, unsuitable soil conditions, inadequate third-party irrigation, or drought, flooding, extreme freezing, or other extreme weather conditions. ELS will not provide replacement for plant mortality after the first calendar year after planting. ELS shall be provided with written notice of any plant mortality for which it is responsible for replacing and shall be given reasonable opportunity to replace same prior to owner or primary contractor engaging any third party to replace any such plantings. ELS shall not be responsible for any costs whatsoever that may be associated with third parties replacing plants or irrigating for which ELS is responsible under this paragraph unless and until ELS has been provided with such reasonable opportunity to replace plantings and has failed to do so in a timely manner.

EXHIBIT "B"
AMENDED COSTS FOR SCOPE OF SERVICES
(SEE SECTION 1 – EXHIBIT A)

**EXHIBIT “C”
CONSULTANT BILLING RATES**

Exhibit C

Standard Billing Rates 2025

The cost estimates presented in this proposal are based on the following standard ELS billing rates:

| | |
|---|---|
| Expert Witness Testimony/Litigation Support | Double the Hourly Rate |
| President | \$ 260.00 / Hour |
| Professional Biologist | \$ 222.00 / Hour |
| Biologist V | \$ 188.00 / Hour |
| Biologist IV | \$ 172.00 / Hour |
| Biologist III | \$ 144.00 / Hour |
| Biologist II | \$ 132.00 / Hour |
| Biologist I | \$ 115.00 / Hour |
| Biologist Entry Level | \$ 104.00 / Hour |
| Field Director | \$ 95.00 / Hour |
| Field Technician IV | \$ 90.00 / Hour |
| Field Technician III | \$ 85.00 / Hour |
| Field Technician II | \$ 80.00 / Hour |
| Field Technician I | \$ 75.00 / Hour |
| Graphics Manager | \$ 165.00 / Hour |
| Graphics Professional | \$ 152.00 / Hour |
| Graphics Technician V | \$ 144.00 / Hour |
| Graphics Technician IV | \$ 142.00 / Hour |
| Graphics Technician III | \$ 126.00 / Hour |
| Graphics Technician II | \$ 112.00 / Hour |
| Graphics Technician I | \$ 100.00 / Hour |
| Project Coordinator III | \$ 120.00 / Hour |
| Project Coordinator II | \$ 90.00 / Hour |
| Project Coordinator I | \$ 80.00 / Hour |
| Standard Mileage | \$ 1.00 / Mile |
| Company Truck Mileage | \$ 1.00 / Mile |
| Government Mileage Rate | \$.70 / Mile <i>(or current rates)</i> |

ELS rates are subject to change yearly upon approval of the Board of Directors.



NW 38th Ave. - Phase 2 Wetland Mitigation Site

Item 7.



Legend

Taxlots

Notes:

752.3 0 376.17 752.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.

~ PROCLAMATION ~

WHEREAS, each February Black History Month serves as both a celebration and a powerful reminder that Black history is American history; and

WHEREAS, we use this month to honor the rich history and contributions made by Black Americans who have helped shape our city, state and nation; and

WHEREAS, the 2025 national theme for observance is: “African Americans and Labor” which explores how Black Americans have been a part of the labor force in the United States since the first enslaved Africans arrived. They have faced many challenges in the labor force, including discrimination and exclusion, but have also been leaders in the labor movement; and

WHEREAS, Black Americans have and continue to make substantial contributions to the labor industry including leading many labor activism efforts, including the Montgomery Bus Boycott, the March on Washington for Jobs and Freedom, and other efforts nationally and in our region; and

WHEREAS, the observance of Black History Month calls our attention to the continued need to battle racism and build a society that lives up to its democratic ideals; and

WHEREAS, the City of Camas recognizes that racial and ethnic diversity enriches our community and acknowledges the challenges that Black Americans face in achieving equity, opportunity, and labor equality; and

WHEREAS, diversity, equity, inclusion, and belonging are priorities we are determined to work toward eliminating disparities to build a better future, ensure safety, trust, and belonging for all in our community;

NOW THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim February 2025, as:

“Black History Month”

in the City of Camas and encourage all citizens this month and throughout the year to observe, celebrate, and honor Black history and culture and the contributions of Black Americans in our community and throughout our region, state, and nation.

In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 3rd day of February 2025.

Steve Hogan, Mayor

~ PROCLAMATION ~

WHEREAS, the City of Camas recently participated in an independent third-party survey conducted by ETC, which measured resident satisfaction across sixteen areas of City services; and

WHEREAS, the results of this survey reflected the exceptional quality of service provided by City staff, with residents expressing high levels of satisfaction in key areas, including Library services, Waste Collection, Fire and EMS services, and overall quality of life in the City; and

WHEREAS, residents recognized the City's commitment to public safety, highlighting rapid response times from emergency services, the local fire prevention focus, and quick police emergency responses; and

WHEREAS, the City's Communications team was praised for providing timely and comprehensive information about services and programs, the quality of the City's website, and the efforts to keep residents informed; and

WHEREAS, Waste Collection and Utility Billing staff earned high marks for their accessibility and professionalism, providing responsive service through email, phone, and in-person interactions; and

WHEREAS, services such as street sweeping, snow removal, and lighting were identified as essential contributors to the residents' positive perceptions of the City's efforts to maintain a high quality of life; and

WHEREAS, the City of Camas has been recognized on a number of occasions, including being named as one of the top 50 Best Places to Live by Money Magazine in 2024, an achievement which rests in no small part due to the outstanding work, effort and professionalism of all City staff;

NOW, WHEREFORE, the Mayor and Administration of the City of Camas do hereby recognize and commend the exceptional efforts, dedication, and professionalism of our City staff, whose contributions have led to these remarkable survey results. We extend our gratitude for your commitment to providing outstanding customer service and enhancing the quality of life for all Camas residents.

In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 3rd day of February 2025.

Steve Hogan, Mayor



Staff Report

February 3, 2025 Council Regular Meeting

2025-2027 Collective Bargaining Agreement between the City of Camas and Office and Professional International Employees Union (OPEIU), Local 11

Presenter: Jennifer Gorsuch, Administrative Services Director

Time Estimate: 5 minutes

| Phone | Email |
|--------------|-------------------------|
| 360.817.7013 | jgorsuch@cityofcamas.us |

BACKGROUND: The City and OPEIU, which represents the employees of the Camas Public Library, have been negotiating in good faith since November 2024 on a successor agreement to the prior collective bargaining agreement which expired December 31, 2024. The successor agreement has been ratified by the union.

SUMMARY: This agreement between the City and OPEIU is a three-year contract and is effective through 2027. The contract includes a cost of living increase each year equivalent to the BLS West Region CPI-W (July-July) with a minimum of 2% and a maximum of 4.5%. This is the same formula used for all other City bargaining agreements.

BUDGET IMPACT: The overall total budget impact for 2025 is estimated to be approximately \$20k. This amount was included in the 2025-2026 budget approved by Council at the end of 2024. No additional budgetary expenditure is needed.

RECOMMENDATION: Staff recommends Council authorize the Mayor and City Administrator to sign the three-year agreement with OPEIU Local 11.

AGREEMENT

BY AND BETWEEN

CITY OF CAMAS - CAMAS PUBLIC LIBRARY

AND THE

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11
AFL-CIO**

JANUARY 1, 2025 – DECEMBER 31, 2027

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THIS AGREEMENT is made and entered into this 1st day of January, 2025, by and between the City of Camas, Camas, Washington, hereinafter referred to as the "Employer," and the Office & Professional Employees International Union, Local 11, AFL-CIO, chartered by the Office & Professional Employees International Union, AFL-CIO, hereinafter referred to as the "Union."

PREAMBLE

WHEREAS, it is the purpose of this Agreement to achieve and maintain a high level of performance in the operation of the Camas Public Library together with promoting efficiency, productive initiative and harmonious relations between the Employer and the Union, and to provide for the rights, well-being, and security of the parties involved, and

WHEREAS, the parties have agreed to certain terms and conditions of wages, hours, and conditions of employment for employees of the Employer as listed herein and wish to reduce the Agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY AGREED TO AS FOLLOWS:

ARTICLE 1 – RECOGNITION

The Employer agrees to recognize the Union as the sole collective bargaining agent for the full-time and part-time employees of the Camas Public Library in the following classifications:

- Administrative Support Assistant
- Library Associate
- Library Assistant
- Library Aide
- Circulation Services Specialist
- Library Coordinator

All supervisory and confidential employees including the Technology and Collections Manager are excluded.

New position classifications will be discussed at the Joint Labor/Management Committee (JLMC) for clarification on their bargaining unit status.

ARTICLE 2 – UNION SECURITY

2.1 The Employer and the Union agree that the terms of this Agreement apply equally to all employees covered within the bargaining unit. Any bargaining unit employee may authorize the Employer to deduct from the employee’s pay the amount of Union membership dues charged by the Union for representation and services provided by the Union. This authorization must be in writing and forwarded to the payroll department.

Any bargaining unit employee who does not want to be a member of the Union, but who nonetheless wants to pay for the services provided by the Union, has the voluntary option to pay fair share fees in an amount equal to membership dues. Any member of the bargaining

unit may authorize the Employer to deduct from the employee's pay voluntarily fair share fee in an amount equal to Union dues charged by the Union. This authorization must be in writing and forwarded to the payroll department.

- 2.2 The Employer agrees to notify the Union of all new employees hired into positions covered by this Agreement within thirty (30) days of their employment to present to them a new member packet and proper documentation regarding representation in accordance with all applicable laws and statutes.
- 2.3 Nothing in the above sections will interfere with the employee's rights under RCW 41.56.122 of the Public Employee's Collective Bargaining Act.
- 2.4 The Union agrees to defend, indemnify, save and hold the City of Camas harmless from, for and against any and all claims arising from the application of this Article.

ARTICLE 3 – CHECK-OFF OF DUES

- 3.1 The Employer agrees to deduct voluntary Union dues or voluntary fair share fees from the wages of each employee as qualified in Section 3.2 below. The Employer agrees to forward such dues to the office of the Union monthly.
- 3.2 The Union upon completion of the new employee presentation shall provide the Employer a copy of the voluntary dues deduction forms, voluntary fair share fees deduction forms or opt out forms for those employees who do not want to be Union members.

ARTICLE 4 – WORK SCHEDULE

- 4.1 Eight (8) consecutive hours, excluding the lunch period, shall constitute a day's work. The normal lunch period shall be one (1) hour. The normal work week will consist of up to forty (40) hours of work in a seven (7) day work period. For library employees, the normal work week may include non-consecutive work days, Monday through Saturday. The Employer can schedule employees to work non-consecutive work days (Examples of the scheduling are inclusive of working Monday through Thursday, Friday off, and working Saturday). Employees may work on Sundays provided that there is prior approval from the Library Director. Changes to work schedules shall be in accordance with Section 4.4 to this Article.
- 4.2 Each employee shall receive a maximum of two (2) fifteen (15) minute relief periods including transit time in each day's work schedule except in cases of emergency. The first relief period will normally occur prior to lunch, and the second relief will occur after lunch during the employees' work shift.
- 4.3 Full-time employees attending out of town training lasting less than 6 hours, including travel time, shall return to their worksite or work from home with their supervisor's approval. Part-time employees shall work with their supervisor for approved scheduling.

- 4.4 The Employer will normally provide two (2) weeks' notice of a schedule change except in cases of emergency in which case no notice is required. Schedules may change within the two (2) week window with the consent of the impacted employee(s).
- 4.5 Each member of the bargaining unit may be allowed to exchange shifts with other members when the change is not detrimental to the best interests of the Employer as determined by and subject to the approval of the Library Director or the Library Director's designee.
- 4.6 In accordance with the provisions of Article 31.2 the work week for classifications in the bargaining unit may be adjusted to four (4) consecutive ten (10) hour days, exclusive of the meal period. Under this work schedule, overtime shall be paid for work in excess of a ten (10) hour work day or forty (40) hours in a work week. Additionally, employees or the Library may propose alternative work schedules within the limits of a maximum forty (40) hour per week schedule and such schedules may be established by mutual agreement of the Union and the Library. No alternative schedule is permitted which would result in the payment of overtime for hours worked during the regular shift, to accommodate this flex-time provision.
- 4.7 **Flex Time.** All employees who are assigned to and work a regularly scheduled weekend shift shall receive one (1) hour of flex time. Flex time may be accumulated, must be used in the same calendar year and may not be cashed out. Usage of flex time must be approved in advance by the employee's supervisor or designee. For purposes of this article, a "regularly scheduled weekend shift" is defined as an eight (8) hour shift for full-time employees and a five (5) hour shift for part-time employees. Employees may carry over two (2) hours of flex time into the next calendar year.
- 4.8 **City Closure.** In the event of a citywide or departmental closure due to inclement weather, employees should follow the City of Camas Inclement Weather Policy. In the case of all other citywide or departmental closures, employees will be reassigned to alternate departments, asked to work remotely, or given the option to use hours from their leave banks. If no opportunity exists to work in other City departments and the employee is not able to work remotely, the employee will remain whole including no loss of wages and will not be required to use hours from their leave banks.

ARTICLE 5 – OVERTIME

- 5.1 All work performed in excess of eight (8) hours per day (except as noted in 4.6) and/or forty (40) hours per week shall be paid for at the rate of one and one-half (1.5) times the regular rate of pay.
- 5.2 Call-backs shall be compensated at a minimum of two (2) hours at the overtime rate of pay. A call back is defined as having returned to your worksite outside of the employee's regular work shift.
- 5.2.1 **Emergent and Unavoidable Callback – Split Shift.** This Section is intended to address intermittent schedule changes due to emergent and unavoidable circumstances. Emergent circumstances are unforeseeable situations that include unpredictable or unavoidable occurrences at unscheduled intervals with regard to those employees scheduled to work an

evening shift who call in unable to report to work due to illness, weather related incidents or other unforeseen incidents.

- (a) An employee who is asked by the Library Director or the Library Director’s designee to cover an emergent or unavoidable circumstance callback shift shall work a six (6) hour shift from 9:00 a.m. – 12:00 p.m. and return to complete their shift for 6:00 p.m. – 9:00 p.m. The employee shall receive two (2) additional hours of compensation at their regular rate of pay for a total of eight (8) hour shift. The specific hours (9:00 a.m. – 12:00 p.m., etc.) used in this Section are examples only. Any shift could be split to ensure coverage.
- (b) Assignments for emergent or unavoidable circumstances callback duty shall be made from a list of employees on a seniority base rotation.
- (c) The City shall prohibit taking any adverse action against an employee for his or her refusal to work an emergent or unavoidable circumstance callback.

5.3 Any employee may elect to accrue compensating time off at the rate of time and one-half (1.5) in lieu of overtime payments up to a maximum accumulation of three (3) work weeks. The use of said compensatory time off is subject to the prior approval of the Library Director or the Library Director’s designee.

ARTICLE 6 – HOLIDAYS

6.1 The following days shall be paid holidays at the straight time rate for employees covered by this Agreement:

- New Year's Day
- Presidents Day
- Martin Luther King Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day After Thanksgiving*
- Christmas Day
- Three (3) Floating Holidays (To be used prior to December 31st of the current year)

6.2 The date of observance of the holidays shall be the date on which the City of Camas, by law, observes those holidays, provided that whenever one of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday.

6.3 Holidays paid for but not worked shall be recognized as a shift worked for the purpose of determining weekly overtime.

- 6.4 Any employee who has worked the employee’s shift or who is on authorized sick leave the day prior to, or immediately after, a holiday will receive their normal rate of pay.
- 6.5 Any employee who is on medically authorized sick leave when a holiday occurs will receive their normal rate of pay for that holiday and will not have their sick leave accrual charged.
- 6.6 Any employee who is on scheduled and approved vacation when a holiday occurs will receive their normal rate of pay for that holiday and will not have their vacation accrual charged for the holiday.
- 6.7 Any employee who covers a full-time shift on Christmas Eve day will be allowed to leave two (2) hours prior to the end of their regular quitting time, with pay, unless in the opinion of the Employer, the employees services are needed and required in the interests of the public health, safety or general welfare or for reasons of emergency in which case the employee shall not be entitled the time off. If an employee is required to work, they will be allowed to take two (2) hours off at another mutually agreeable time. If the Christmas Day holiday is observed on December 24, this benefit does not apply.
- 6.8 Any employee who is required to work on any of the holidays listed in Section 6.1 shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay in addition to their holiday pay. By mutual agreement an employee may choose to take another day off in lieu of holiday pay.
- 6.9 Newly hired employees shall be entitled to a pro-rata share of the three "floater" holidays, based on the part of the year that the employee is employed.

ARTICLE 7 – VACATIONS

- 7.1 Paid annual vacation accrual shall begin at the date of hire. Vacation accrual may be taken as earned according to the following schedule:

| <u>Length Of Service</u> | <u>Hours Per Year</u> | <u>Hours Per Pay Period</u> |
|--------------------------|-----------------------|-----------------------------|
| 0 – 1 year | 96 | 4 |
| 2 – 4 years | 108 | 4.5 |
| 5 – 9 years | 120 | 5 |
| 10 – 14 years | 156 | 6.5 |
| 15 – 19 years | 180 | 7.5 |
| 20 and more years | 216 | 9 |

Maximum vacation days to carry over: All bargaining unit employees shall be entitled to accumulate and carry over into the following year a maximum of four hundred (400) hours. Any accumulated vacation time in excess of the four hundred (400) hours on January 1st shall be forfeited.

Employees are eligible to cash out up to 80 hours of vacation leave each calendar year at any time with notice prior to payroll cutoff. Employees must maintain at least 80 hours of vacation leave in their accruals to receive any cash out.

- 7.2 All part-time employees shall accrue vacation at the same rate as full-time employees but in proportion to the number of hours worked.
- 7.3 Employees shall choose vacation by seniority and may schedule their vacation any time upon approval of the Library Director or the Library Director's designee.
- 7.4 An employee not taking their vacation shall not be entitled to extra compensation for having worked during the period for which they were entitled to vacation unless required by the Library Director or the Library Director's designee and approved by the Employer to do so.
- 7.5 Employees shall receive all accrued vacation at the time of termination including which was earned during the year of termination.
- 7.6 Holidays occurring during an employee's vacation shall not be charged against earned and accrued vacation.

ARTICLE 8 – SICK LEAVE

- 8.1 Employees shall accrue sick leave at the rate of four (4) hours per pay period with a maximum accrual rollover limit on December 31st of each calendar year of one thousand forty (1040) hours. Part-time employees working ten (10) or more hours per week shall accrue sick leave at the same rate but in proportion to the number of hours worked.
- 8.2 Employees noted in Section 8.1 above are entitled to use sick leave for only a bona fide illness or injury and as described in RCW 49.46.210; quarantine due to exposure to contagious diseases; any physical treatment or examination including medical, dental or ocular. Employees shall also use sick leave for the employee's family as described in the State of WA Paid Sick Leave Law, or any person living in the immediate household requiring the employee's attendance and/or care. Sick leave may also be used for parents, including "step" and in-law relationships as well and as described in Exhibit "B" to this Agreement.
- 8.3 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 8.4 Time off for medical purposes shall be charged against sick leave for actual time used only.
- 8.5 The City agrees to adhere to any provisions covered under the Family Medical Leave Act (FMLA), the Washington Family Care Act, Washington State Paid Family and Medical Leave Program and the Americans with Disabilities Act (ADA).
- (a) Maternity leave shall be granted for disabilities caused by pregnancy, miscarriage, abortion or childbirth.
- (b) Employees on maternity leave may use their accrued sick leave or vacation, or leave without pay not to exceed three (3) months which may be extended three (3) additional months by the Employer upon validation of need by a doctor's medical verification.

- (c) The City will offer Paid Family and Medical Leave in compliance with the Washington Paid Family and Medical Leave Program for eligible employees.
 - (d) The City will contribute to the Paid Family and Medical Program based upon the required amount to be contributed by Employers by Chapter 50A.04 RCW. Additionally, the City shall deduct from the employees' wages the percent of premiums for the Paid Family and Medical Leave Program as permitted by RCW 50A.04.115(3)(b) and (c); which employees will be required to participate in as per RCW 50A.04 the Paid Family and Medical Leave Program.
 - (e) Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement.
- 8.6 Sickness or disability shall be reported to the Library Director or the Library Director's designee prior to time for commencement of the employee's work day, or as soon thereafter as practicable. An employee must provide the Employer with notice of no less than ten (10) days in advance the use of paid sick leave when it is foreseeable, but best practice should be the employee provides the notice as soon as practicable.
- 8.6.1 **Medical Verification.** The City may require a physician's verification of an illness lasting more three (3) days, of an employee's ability to return to work, and/or of an employee's ability to continue the full performance of his or her duties.
- 8.7 Any employee who has reached their maximum accrual of one thousand forty (1040) sick leave hours, shall be eligible to cash out at straight time, thirty-three percent (33%) of all hours that would have been accrued over the maximum allowed.
- 8.8 The Employer agrees to a maximum sick leave accrual of one thousand forty (1040) hours per calendar year that can be carried over. Employees who have accrued sick leave hours above the maximum accrual amount shall cash out the amount above the maximum accrual allotment of one thousand forty (1040) sick leave hours on December 31st of each calendar year; as per section 8.7 to this Article.
- 8.9 If an employee retires under DRS requirements from the City or in the event of death of current employee, that employee or the employee's beneficiary is eligible to cash out twenty-five (25%) of their sick leave balance at their current straight time rate.
- 8.10 The City of Camas shall administer state and federal laws related to family leave in accordance with those laws and consistent with City personnel policies.
- 8.11 **Family and Medical Leave (FMLA)** Employees who work for the City at least twelve (12) months and have worked one thousand two hundred fifty (1250) hours over the previous twelve (12) months are eligible for up to twelve (12) weeks total of paid or unpaid leave per twelve (12) months period for birth, adoption, foster care of a child or a serious health condition of the employee or immediate family member requiring inpatient care or continuing treatment by a health care provider.

An "immediate family member" is an employee's son, daughter, spouse, legal domestic partner, or parent. A son or daughter is a minor child either under the age of eighteen (18) or eighteen (18) years of age or older but incapable of self-care because of a mental or physical disability. A "serious health condition" is an injury, illness, impairment, physical or mental condition that involves inpatient care or continuing treatment by a health care provider. The City may require certification from a health care provider for leave based on a serious health condition. The disability portion of pregnancy leave is considered a serious health condition for purposes of the Family and Medical Leave Act. The leave would normally end six (6) weeks after a normal birth or eight (8) weeks after a cesarean section.

Employees must provide the City with at least thirty (30) days' notice, if possible before taking such leave or notify the City as soon as practicable. Before going on unpaid leave status for the birth, adoption or foster care of a child an employee is required to use all accrued unused compensatory or floating holidays and all accrued unused vacation leave.

Before going on unpaid leave status for the serious health condition of the employee, spouse, parents or the employee's minor child requiring inpatient or continuing treatment an employee is required to use all accrued unused sick leave, floating holidays, compensatory time and vacation leave.

As required by law, the City shall maintain the employee's health benefits during the FMLA leave to a maximum of twelve (12) weeks. In the event an employee does not return to City employment after taking leave under this section, the City may recover the cost of any health insurance premiums paid by the City during the unpaid portion of the leave. Upon return from such leave, the employee will be reinstated to the employee's former or equivalent position.

- 8.12 **Paid Family and Medical Leave (PFML)**. When and employee needs medical leave for themselves or to care for a family member, the employee may apply for Paid Family and Medical Leave (PFML), an insurance program administered by the Employment Security Department. An employee may charge the employee's sick leave account, or other accrued paid leaves if the employee's sick leave balance is exhausted, for the difference between any compensation received from the Paid Family and Medical Leave Program and the employees' normal pay. The calculation shall be based on the difference between the employee's pay period compensation (rate times pay period hours) minus the benefits received from the Paid Family and Medical Leave Program with Washington State.

The City will offer Paid Family and Medical Leave in compliance with the Washington Paid Family and Medical Leave Program.

Eligibility for leave and benefits is established by Washington law and is therefore independent of this agreement. Premiums for benefits are established by law and the parties agree that employees will pay the full portion of the employee premiums even if such premiums change over time due to legislative action.

ARTICLE 9 – BEREAVEMENT LEAVE

- 9.1 A maximum of three (3) paid working days (consecutive or nonconsecutive) bereavement leave shall be allowed when there is a death in the employee's immediate family or any other member of the immediate household, as outlined below. An additional two (2) days shall be allowed as needed and will be charged to sick leave, vacation leave, comp time, floating holiday or leave without pay (if all other leave has been depleted) at the discretion of the employee.
- 9.2 Employees scheduled to work on the day of the service shall be allowed to attend the funeral of a deceased fellow employee with pay if the City has the ability to cover necessary department operations.
- 9.3 Administrative Services will administer bereavement leave for consistency in unique circumstances as they arise.

IMMEDIATE FAMILY –Bereavement leave may be used for qualifying family members in the case of imminent death and for the purposes of this Section eligible family members are:

- a. the spouse, children, parents, brother, sister (or the step, domestic partner and in-law equivalents); the employee's grandparents, grandchildren, nieces, nephews aunts and uncles;
- b. the employee's domestic partner and children, parents, brother, sister (or the step and in-law equivalents) of the domestic partner);
- c. other relatives living in the employee's household.

ARTICLE 10 – JURY DUTY

An employee shall be granted leave with full pay for any regularly scheduled straight-time hours of work missed because he/she was required to be on jury duty. An employee shall endorse any jury fee (excluding mileage and meal allowances) to the City. An employee shall notify the Employer promptly upon receiving notice to report for jury duty by providing a copy of the jury summons. When an employee is excused or dismissed from jury duty, he/she shall promptly report to work.

ARTICLE 11 – OTHER LEAVES

- 11.1 **Military Leave.** In the event of a military leave the Employer abides by the provisions of the State of Washington RCW 38.40.060 which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties up to twenty-one (21) days with pay during each year (October-September) while engaged in the performance of ordered military duty and while going to or from such duty.

During a period of military conflict declared by the President or Congress, an employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves is entitled to up to fifteen (15) days of unpaid leave while the employee's spouse or domestic partner is on leave from deployment, or before and up to deployment. (Spousal military leave may also be covered under FMLA leave for a qualifying exigency, although an

employee need not meet the more stringent FMLA eligibility requirements in order to take this spousal military leave). The purpose of this leave is to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is deployed or while the family member is on leave from a deployment. An employee must work an average of twenty (20) hours per week to be eligible for this family military leave. Employees are eligible for this leave per deployment.

An employee who seeks to take family military leave must provide the City with notice of the employee's intent to take leave within five (5) business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. The employee may substitute any available accrued leave for any part of this family military leave.

- 11.2 **Unpaid Leave/Leave of Absence.** The Employer may grant an employee a leave of absence without pay for a period not to exceed ninety (90) days. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the Employer and a copy filed with the Library Director. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from the employee's total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall constitute cause for forfeiture of right to reinstatement. The Employer may, in exceptional circumstances, extend leave beyond ninety (90) days.
- 11.3 **Union Business Leave.** Upon written request from the Union, a Union Representative or Steward may be granted time off without pay or any cost to the Employer to conduct bona fide business of the Union. Stewards and Members of the JLMC shall have a reasonable amount of time during their shifts to conduct Camas Public Library Union affairs after first notifying their Supervisor.
- 11.4 **Domestic Violence/Sexual Assault:** The Employer will grant leave in accordance with the City's Domestic Violence/Sexual Assault policy.
- 11.5 **Worker's Compensation:** Worker's Compensation provides partial wage replacement for injured employees.

For the initial ninety (90) calendar days while off duty on a work-related injury/illness, the City will keep the employee on salary and the employee shall turn over to the City any time loss checks received for that period.

After ninety (90) days the employee would be required to use their accrued sick or vacation leave. If an employee elects to use accrued leave while receiving Worker's Compensation benefits the City will pay the employee the employee's regular wages using accrued sick or vacation leave. If an employee elects this option, when the employee receives time loss payments from the Department of Labor & Industries, the employee must turn such payments over to the Finance Department. The Finance Department will use the worker's compensation payment to replenish the employee's sick leave or vacation leave balance that was drawn down at the

employee's current hourly wage rate. Comp time is not eligible for buyback and may not be used following a work-related injury or illness while an employee is receiving Worker's Compensation pay.

If an employee chooses not to use sick or vacation leave as a supplement, any time loss payments received by the employee from the Department of Labor & Industries may be kept and their time in the payroll system will be documented as leave without pay.

Light Duty – The City will assign light duty to the employee anywhere in the City, if available and based on doctor approved activities at the time it is approved by the doctor (preferably within the employees own department). Administrative Services would be the point person and would review the doctor's note and restrictions, work with the department and make a formal offer of light duty work to the employee. If the employee turns down the light duty, no time loss checks will be issued by L& I (as is their policy). The employee would need to use leave for their time off until they were released to full duty or if they accepted the light duty assignment at a later date.

ARTICLE 12 – SENIORITY

- 12.1 In the City of Camas – Camas Public Library seniority for reasons other than layoff or cutbacks shall be calculated as the length of continuous employment of an employee within the bargaining unit. Seniority shall be observed where abilities are substantially equal with respect to promotions, transfers and layoff.
- 12.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than twelve (12) months or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.
- 12.3 Part-time employees will receive seniority on a seniority pro-rata basis equal to the calculation utilized by the Washington State Department of Retirement Systems.
- 12.4 Seniority for layoff or cutbacks shall be calculated by the total length of service within the bargaining unit and in accordance with Article 14.3(a) to this Agreement.
- 12.5 Department seniority is defined as the length of employment with the City in one (1) department and seniority used in the selection of vacation and assignments of overtime. Seniority for work schedules shall be in accordance with Article 31 to this Agreement.

ARTICLE 13 – EVALUATIONS, PROMOTIONS, DEMOTIONS AND TRANSFERS

- 13.1 The Library shall implement a semi-annual or annual performance evaluation of each employee. The importance of this process, and the need for its careful consideration in execution, is emphasized. The purpose of the performance review is to maintain a mutual understanding of the Employee and Employer's role in providing quality and service to the Library; and is a basis for promotions, goal setting, pay step progression (ref. 24.3) and other

personnel related action. These evaluations and performance review procedures shall be carried out, and submitted each year.

- 13.2 Promotion is hereby defined as a move from a lower position to a higher position and in accordance with Article 24.6 within this Agreement.
- 13.3 Notice of vacant positions may be posted on a simultaneous or internal/external basis and based upon the following guidelines:
- a. All external applications will be collected directly by the Human Resources Department.
 - b. The City shall first review and consider internal applications when reviewing the applicant pool.

Employees may apply for open recruitments and will receive consideration if they meet all required qualifications.

Internal notices shall be posted on all Union bulletin boards with copies to the Union office and Stewards.

- 13.4 An employee may apply for and receive a transfer to a position of another classification with the same position, range, and step. Such transfer may be made upon request of the employee at the discretion of the Employer. Any employee so transferred shall receive the same salary as in the employee's former position; however, all requests must be in writing and agreed to by the Employer.
- 13.5 **Demotion:** Demotion may be used by the Employer if the Employer determines the employee is not performing all the job requirements properly or completely. The Employer will not use demotion in disciplinary actions.
- 13.6 **Lateral Transfers:** This is defined as an employee who voluntarily takes another position of the same pay range. In the event that the employee does not successfully pass the probationary period, such employee shall be reinstated without any loss of seniority or pay, provided the pay rate shall not exceed the normal rate of the subject employee for the position being reinstated into.
- 13.7 **Career Development:** Employees who wish to advance their career at the library may meet with the Library Director to develop training options to enhance their skills to prepare them for future job opportunities. Training options shall take into consideration areas of focus for growth but does not guarantee a promotion.

ARTICLE 14 – LAYOFFS AND RECALL

- 14.1 The City may layoff an employee based on the elimination of the employee's position due to lack of work, lack of funds, reorganization, elimination of services/functions or other similar reasons. Additionally, employees may be laid off through displacement by an employee

through the bumping procedure outlined in this Agreement. Employees who bump downward or accept vacant positions in a lower class shall be considered laid off from their former classification for the purpose of recall rights under this Article. Forced reduction of hours shall also be considered a layoff.

14.2 Two (2) weeks' notice of such layoffs shall be given as soon as possible before the scheduled layoff.

14.2.1 Termination of non-critical employees and consultants within the Camas Public Library.

14.2.2 Temporary reduced work hours programs including reduced work weeks and furloughs/ shutdowns.

14.2.3 Attrition-based programs such as early retirements and voluntary layoffs.

14.2.4 Reduction of paid leave balances or accrual rates.

14.3 Application of the principle of seniority shall apply in the case of layoff and reinstatement provided that the remaining employees shall have the skill and ability to do the work as determined in a fair and equitable manner.

(a) In layoff, the last employee employed shall be the first laid off provided the senior employee is capable of performing the work with skill and ability as determined by the Library Director.

(b) The last employee laid off shall be given the first opportunity to be reinstated provided however, that such employee has the qualifications and abilities for the position for which he/she is to be reinstated. Any notice of re-employment to an employee who has been laid off shall be made by phone or certified mail. The employee shall keep the Employer advised of the employee's current address. Failure of such employee to report for reinstatement shall result in loss of seniority.

14.4 **Selection and Notice.** Employees who will be separated from City service shall be provided a minimum of two (2) weeks' notice of such layoffs shall be given as soon as possible before the scheduled layoff or pay in lieu of notice. The Union shall be notified concurrent with notice to employees.

14.4.1 A minimum of ten (10) working days' notice shall be provided to employees who are reassigned to lower classifications. One (1) week minimum notice is required for employees who are reassigned laterally as a result of layoff. No pay in lieu of notice is authorized but reassignments and demotions shall be delayed until the required notice period has been met. The City may use contingent layoff notices to employees whose positions are not being eliminated, but who it determines are subject to being bumped by more senior employees.

14.5 **Recall.** Any employee laid off shall be placed on the recall list; in order of seniority for the classification from which they were laid off; for a period of twelve (12) months.

14.5.1 Recall Procedure. Notice of recall shall be sent to the employee by certified mail at the last address reflected in the employee's official personnel file and the employee must respond within fifteen (15) calendar days of the date of the notice. The City may send out multiple recall notices and recall the most senior employee who responds within the allotted time period. An employee shall be allowed to waive one offer but shall otherwise be removed from the recall list for a classification based upon rejection or failure to respond. The employee shall be responsible for notifying the Administrative Services Department of any change in address or telephone number.

14.5.2 Rights Upon Recall. Employees who are recalled shall be reinstated with all rights formerly attained including accrued sick leave based upon the following:

- Employees recalled within six (6) months from layoff shall have fifty percent (50%) of accrued sick leave which shall be reinstated.
- Employees recalled with ten (10) years of service or more shall have one hundred percent (100%) of accrued sick leave reinstated.

The seniority date shall be adjusted to reflect the time on layoff but the employee shall otherwise retain all service credit held at the time of layoff. Employees recalled to their former classification shall be appointed to the step and range formerly held and credit toward the next salary anniversary date shall be continued, not including the time on layoff.

14.5.3 Laid-off employees will be offered employment in any available vacancy in a classification for which they have recall rights provided they are fully qualified for the position. In the event there are multiple employees eligible for recall within a classification and multiple positions available, Administrative Services shall coordinate a placement process whereby eligible employees are placed in the most suitable positions based on interest, qualifications and department's needs, provided however that this procedure may not be used to recall a more junior employee in place of a more senior one. The intent of this language is to facilitate voluntary placements within the list of available vacancies and employees who are being recalled. As an alternative to recall available positions may be filled by promotion, transfer or demotion of current employees with mutual agreement of the department, Administrative Services and the applicable Union.

14.5.4 Laid-off employees are eligible for consideration for other positions in the City through the competitive recruitment and selection procedures and shall be allowed to compete as internal candidates for the duration of their recall rights period. Laid-off employees are responsible for making themselves aware of available positions other than those for which they are entitled to recall consideration.

14.6 Seniority for Layoff. Seniority for selection of employees for layoff and bumping/reassignment shall be in accordance with Article 12 to this Agreement. The following additional considerations shall apply as warranted:

In the event of a tie in bargaining unit seniority, seniority shall be prioritized as follows:

- 1) Classification Seniority

2) City Service Date Seniority.

14.7 **Reassignment and Bumping.**

14.7.1 Employees facing layoff shall be offered reassignment in the order below. No step may be utilized unless there are no available positions in the preceding steps except that the steps may be rearranged as necessary to provide a minimum pay reduction. In all cases the employee must be qualified to perform the duties of the position following a reasonable period of orientation and training. In the event there is more than one qualified candidate for a position, such position shall be offered on the basis of seniority. In bumping situation, the employee may bump only into the position occupied by the least senior employee, not any less senior employee. The order of consideration shall be:

- a. Vacant positions in the classification from which the employee is being laid off.
- b. Vacant positions in former classifications in the bargaining unit.
- c. Bumping across department lines is not permitted.
- d. Bumping the least senior employee and able to perform the duties in this lower classification.

**ARTICLE 15 – HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION DRUG
PENSION - LIFE INSURANCE**

15.1 The Employer shall offer at least two (2) medical insurance plans for employees and their dependents which includes domestic partners.

15.1.1 Employees may opt their dependents out of medical coverage per the City of Camas Dual Insurance Incentive Program policy and in accordance to IRC (Internal Revenue Code) Section 125.

15.2 The Employer shall provide a term life insurance policy for all employees working twenty (20) hours a week or more. The amount of the policy shall be equal to the nearest thousand dollars of the employee's normal yearly salary exclusive of overtime but not to exceed a maximum of Fifty Thousand Dollars (\$50,000.00).

15.3 Health Insurance: **Kaiser HMO and AWC Regence Health First 250 Plan:**

The Employer will pay medical coverage premiums for employees and dependents. Premium contributions are as follows:

All City of Camas – Camas Public Library employees shall pay fifteen dollars (\$15.00) towards their health care premium paid for by the City of Camas through pre-tax payroll deduction of the total premium cost.

Dependent(s) coverage shall be paid at ninety percent (90%) by the City of Camas and ten percent (10%) shall be paid by the employee through pre-tax payroll deduction of the total premium cost.

- 15.4 For the term of this Agreement, the Employer agrees to pay only the premiums for dental (Delta Dental; Delta Dental Plan F; Willamette Dental fifteen dollar [\$15.00] co-pay and Kaiser Dental five dollars [\$5.00] office co-pay), vision and life insurance plans offered by the Employer. The Employer will continue prescription drug coverage through the medical plan, consistent with the provisions of the medical plan.
- 15.5 In the event insurance companies, brokers and/or administrators of the existing health and welfare plans notify the Employer of changes in benefits structure, the Employer will notify the Union and employees of such changes and these changes will pass through to the membership without negotiations. In the event of a change in the continued availability of such plan and/or any premium cost share increases to the membership, the parties will negotiate these changes and thereafter the Employer will determine whether or not to make changes to the health and welfare plans inclusive of benefit levels and premium levels. In the event the plans employees are covered under become excessive in premium amount; as defined under State or Federal law; the Union and the Employer agree to meet, negotiate and make decisions about plan design in order to try to avoid any cost associated with the Affordable Care Act (ACA) tax or surcharge.
- 15.6 The Union and/or the employee will indemnify and hold the Employer harmless from any and all claims or disputes between an insurance carrier and employees relating to medical claims and/or coverages.
- 15.7 Any and all disputes or disagreements and/or claims involving coverage of employees between the insurance company and the employee are not grievable under this contract.
- 15.8 The Employer shall make pension contributions required by statute to the Department of Retirement System (DRS).

ARTICLE 16 – JOINT LABOR/MANAGEMENT COMMITTEE

The Employer and the Union agree to maintain a Joint Labor/Management Committee (JLMC).

JLMC MISSION STATEMENT

The Joint Labor/Management Committee (JLMC) is recognized as a Union/Management partnership. The common mission is to commit to a relationship that promotes a participative and cooperative endeavor between OPEIU Local 11 and the City of Camas-Camas Public Library.

The JLMC acknowledges that both the Union members and the City management team bring value, talent and resources necessary to provide excellent public service to the citizens of the City of Camas.

Through a forum of open communication and cooperation, this mission will result in sustaining and enhancing a quality work environment meeting the future challenges of service to the community.

The JLMC will consist of two (2) members each from labor and management and will be scheduled to meet monthly or as needed. The responsibility of the JLMC will be to address problems, issues or concerns of the bargaining unit or management using the interest-based problem solving process to arrive at consensus agreement.

ARTICLE 17 – DISCIPLINARY PROCEDURES

- 17.1 The Employer may discipline an employee for just cause.
- 17.2 Disciplinary action or measures shall include only the following:
- (a) Verbal reprimand;
 - (b) Written reprimand;
 - (c) Suspension without pay;
 - (d) Discharge.
- 17.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline.
- 17.4 When the Employer determines the circumstances are such that retention of the employee will likely result in the disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may immediately suspend with or without pay, depending on the circumstances. In such cases the facts supporting the circumstances will be made available to the employee by the Employer not later than three (3) working days after the action became effective.
- 17.5 The provisions of this article shall not apply to newly hired employees serving a six (6) month or longer probationary period subject to the following provisions. The Employer may extend a probationary employee's probationary period for up to an additional three (3) months. Any extensions beyond the three (3) month period will be subject to mutual agreement with the Union. In any event, the probationary period shall not exceed twelve (12) months. Probationary employees shall work subject to the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse.
- 17.6 The employee and the employee's Union representative with the employee's authorization shall have the right to inspect the full contents of the employee's personnel file. No written reprimand may be placed in the personnel file without the employee having been first notified of said written reprimand and given a copy, with a copy to the Union. An employee who disagrees with the validity of any written reprimand added to the file shall have the opportunity to challenge said written reprimand under the issue resolution procedure herein. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

- 17.7 The written reprimands will be removed from an employee's personnel file after one hundred eighty (180) days from the date said action was finalized provided that no further written reprimands have been issued within the one hundred eighty (180) day time period. If another written reprimand has been issued within this time period then both written reprimands shall remain in the personnel file for an additional one hundred eighty (180) days from the date of the latest written reprimand. In any event, the one hundred eighty (180) days may be extended to three hundred sixty (360) days depending on the seriousness of the circumstances. If another written reprimand has been issued within the three hundred sixty (360) days' time period then both written reprimands shall remain in the personnel file for an additional three hundred sixty (360) days from the date of the last written reprimand.
- 17.8 In the event an employee may be subject to disciplinary action up to and including discharge, the Employer will notify the employee of the facts supporting such action and provide the employee with an opportunity to confer with the employee's representative prior to the disciplinary action being finalized. The employee will be provided an opportunity to respond to the facts before the disciplinary action is finalized. If the employee requests the presence of the employee's Union representative they shall be allowed to attend the disciplinary meeting provided scheduling of the meeting is not unreasonably delayed.
- 17.9 It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time in lieu of the suspension of pay.

ARTICLE 18 – GREIVANCE RESOLUTION PROCESS

18.1 Grievance Procedure

The objective of this process is to promote open and continuous communication regarding concerns in the workplace and recommendations for improving the quality of work life. This process is established on the premise of trust and mutual respect and is to be used for determining “what’s right” NOT “who’s right”.

The parties agree that every effort should be made to resolve grievances informally with the first level Supervisor or others, as appropriate, and to settle grievances at the lowest possible level. The grievant and/or the Union and the appropriate Employer representative shall meet, if necessary, to attempt to resolve the grievance at any Step.

To facilitate this process, the levels below should be followed in sequence unless inappropriate for the circumstances. Some issues may necessitate meeting more than once at any particular level or obtaining information from additional sources. Each level will be addressed in an expedient manner.

18.2 Filing and Processing Requirements

A grievance may be brought under this procedure by one (1) or more aggrieved employees, or by the Union as a class grievance (hereafter described as “the grievant”). No grievance shall be processed beyond informal process without Union concurrence and representation.

A written grievance shall be signed and dated and indicate the Step at which it is being filed and responses shall address at a minimum, the following points:

- a. The nature of the grievance/response and the facts upon which it is based;
- b. A statement of the specific provision(s) of the Agreement that is (are) the basis of the grievance/response;
- c. The manner in which the provisions have been violated, misapplied or misinterpreted (or in which the provisions supports the response);
- d. The date or dates on which the alleged violation, misinterpretation or misapplication occurred;
- e. The specific remedy sought or offered.

18.3 Timelines

Timelines under this Article (contract violation, receipt of grievance, etc.) shall be that “working days” means Monday through Friday, excluding City observed holidays. Filing and response time limits shall be met by mailing, email, hand delivery or facsimile transmission. Receipt shall be considered to be the date of actual receipt. The time limits prescribed herein may be waived or extended by mutual agreement, in writing, by the Steward or the Union in a class grievance and the appropriate Employer representative at each Step.

A grievance not brought within the time limit prescribed for every Step shall be considered settled on the basis of the Employer’s last decision received by the Steward of the Union. A grievance or complain not responded to by the Employer representative may be moved to the next Step in the procedure.

Scope: Grievances and recommendations that can’t be resolved by the employee and Supervisor.

18.4 Steps.

Step 1. If unable to resolve the grievance informally with the immediate Supervisor the Steward or the Union Representative shall present the grievance in writing to the Supervisor within ten (10) working days of the occurrence or knowledge thereof. This ten (10) day period includes any attempted informal resolution meetings. The Supervisor and the Union, along with the grievant shall meet to discuss the grievance within seven (7) days of receipt of written grievance. The Supervisor must respond in writing to the grievant and the Union within ten (10) working days after the meeting has been held with the Supervisor’s official response.

Step 2. If unable to resolve the grievance at Step 1 the Steward or the Union Representative

shall submit the written grievance to the department head or their designee within ten (10) working days following the Supervisor's response. The department head or their designee and the Union, along with the grievant shall meet to discuss the grievance within seven (7) days of receipt of written grievance. The department head or their designee shall respond in writing to the grievant and the Union within ten (10) working days after the meeting has been held with the department head or the department head designee's official response. At this Step documented copies shall be sent to Local 11 and the Administrative Services Department.

Step 3. If unable to resolve the grievance at Step 2 the Union Representative or his or her designee shall submit the grievance in writing to the Administrative Services Director within ten (10) working days following the department head or their designee response. The Administrative Services Director shall respond in writing to the grievance within ten (10) working days of receiving the request to either schedule a meeting or submit a response.

18.5 **Arbitration**

If the grievance cannot be resolved at Step 3 the parties may, by mutual agreement, seek the assistance of the Federal Mediation and Conciliation Service (FMCS) or the Public Employees Relation Commission (PERC) in an attempt to resolve the dispute. The Union shall notify the Employer, in writing of submission to arbitration within ten (10) working days after receipt of the written response in Step 3 above.

In the event that a grievance has not been settled an Arbitrator shall be selected by the Employer and Union Representative from a panel obtained from the FMCS or PERC. The decision of such Arbitrator shall be final and binding upon both parties. The parties shall each pay their own costs and each shall pay one-half (½) of the cost of the service of the Arbitrator and of any other joint costs of the arbitration.

18.6 **Mediation**

As an alternative or supplement to the grievance procedure or for such other purposes the parties may mutually determine, the parties may invoke a mediation process to resolve grievances or other issues between them as provided herein. As contemplated by this Section, mediation involves the use of a third party to serve as a Mediator using contemporary mediation techniques. A decision to utilize a Mediator shall be voluntary by both parties and the Mediator shall be a mutually acceptable FMCS or PERC staff representative.

ARTICLE 19 – NON-REDUCTION OF WAGES AND WORKING CONDITIONS

The parties hereto agree that the wages and working conditions specified by the Employer ordinances and resolutions now in force shall be maintained consistent with this Agreement for its term.

ARTICLE 20 – STRIKES AND LOCKOUTS

The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, neither the Union nor the City shall cause, engage in or sanction any work stoppage, slowdown or other interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action including suspension or discharge. No employee shall receive any portion of the employee's salary or benefits as provided by the City, and in accordance with applicable law, while engaging in activities in violation of this Article. The City shall not constitute any lockout of its employees during the term of this Agreement.

ARTICLE 21 – UNION REPRESENTATIVE

An authorized representative of the Union shall have the right to investigate issues or conditions at reasonable hours upon first securing permission from the Employer to do so and without interfering with the progress of work. The Union shall advise the Employer, in writing of the names of their authorized representatives and stewards.

ARTICLE 22 – BULLETIN BOARD

The Employer shall provide a bulletin board for the Union's use in an area conveniently accessible to bargaining unit employees. The Union may maintain the board for the purpose of notifying employees of matters pertaining to Union business. All notices shall be signed by a representative of the Union who is authorized by the Union to approve Union notices.

ARTICLE 23 – NON-DISCRIMINATION

- 23.1 The Employer agrees that they will not discriminate against any employee because of lawful Union activity.
- 23.2 Neither the Union nor the Employer in carrying out their obligation under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex or age.
- 23.3 All references to employees in this contract shall be construed to be non-gender specific.

ARTICLE 24 – WAGES, CLASSIFICATIONS AND PAY PLAN

- 24.1 The applicable pay plan is attached hereto and incorporated herein by reference as Exhibit "A" to this Agreement.
- 24.2 Salary Increases – Across the Board Wage Adjustments.
 - 24.2.1.a Effective January 1, 2025 all bargaining unit employees shall receive a wage increase of two and four tenths percent (2.4%) and shall be set forth in Exhibit "A" to this Agreement.

24.2.1.b Effective January 1, 2026 all bargaining unit employees shall receive a wage increase equivalent to the Bureau of Labor Statistics West CPI-W from July – July (announced each year in August) for the 2025 calendar year and in using this formula the resulting COLA will be no less than two percent (2%) and no more than four and one half percent (4.5%) and shall be set forth in Exhibit “A” to this Agreement.

24.2.1.c Effective January 1, 2027 all bargaining unit employees shall receive a wage increase equivalent to the Bureau of Labor Statistics West CPI-W from July – July (announced each year in August) for the 2026 calendar year and in using this formula the resulting COLA will be no less than two percent (2%) and no more than four and one half percent (4.5%) and shall be set forth in Exhibit “A” to this Agreement.

In the event that the Bureau of Labor Statistics West CPI-W from July-July for 2026 and 2027 is higher than four and one half percent (4.5%) the parties agree to open the Agreement to discuss wages only.

- 24.3 Newly hired employees shall normally be paid at Step 1 of their pay range as determined by the Employer. An employee may be granted a Step increase to Step 2 subject to satisfactory completion of probation, except in promotions where Section 24.6 of this Article applies, as determined by the Library Director. Thereafter, an employee will be considered for a further Step increase after twelve (12) months in Step 2 of the pay plan subject to a satisfactory performance review by the Library Director. Step increases will occur after an employee has spent at least twelve (12) months in each step and subject to satisfactory performance evaluations by the department head. If performance reviews result in an unsatisfactory performance rating then the employee may be held in the existing Step for up to an additional twelve (12) months. Thereafter, the employee will be considered for a further Step increase subject to a satisfactory performance review by the Library Director.
- 24.4 No step increase is applicable if an employee reaches the maximum step of their pay plan.
- 24.5 Employees will perform the job duties and responsibilities of their current classification set forth in each respective job description.
- 24.6 Employees who are promoted to a higher job classification the employee will be placed at least two (2) steps within the new range or receive a six percent (6%) increase higher than his or her wage rate within their former classification, provided however that the salary shall not exceed the top of the pay range for said promotion. The employee’s anniversary date for wage increases will be the date of appointment to the higher classification. In the event a promoted employee does not successfully pass the probationary period, such employee shall be reinstated without any loss of seniority or pay provided the pay rate shall not exceed the normal rate of the subject employee for the position being reinstated.
- 24.7 An employee who is temporarily assigned the duties and responsibilities of a higher level position shall be paid at a rate one step, three percent (3%) above the employee’s current rate of pay, or at the entry rate of the higher job class, whichever is greater. Higher level positions

are defined as higher paid positions. All of the following conditions must be met for an employee to receive the out of class pay:

- (1) The position is currently vacant; OR the employee normally filling the position is on authorized leave; OR the employee normally assigned to the position has been temporarily relieved of the employee's regular duties to complete a special project approved by their supervisor; OR the workload has been temporarily increased; and;
- (2) The employee is formally assigned to perform and actually performs duties of the higher job class which are not within the normal duties of the employee's regular job class. Formal assignment should normally include a written directive from the employee's Supervisor and;
- (3) The employee is so assigned and actually works fifty percent (50%) of the assignment for a period of eight (8) consecutive working hours. If the employee is so assigned and actually works fifty percent (50%) of the assignment for a period of more than eight (8) hours, the out-of-class pay shall be retroactive to the first hour of that specific assignment. This does not include cross-training circumstances.

The same employee shall not be assigned to the higher-level duties for more than six (6) consecutive months unless specifically approved by the city administrator for extenuating circumstances. An extension of an out-of-class assignment beyond twelve (12) months must be approved by the City Council. The Union will be given notice of any such extensions. The out-of-class rate of pay shall apply for that time actually worked in the higher class.

Periods of paid leave during the out-of-class assignment shall be compensated at the employee's regular rate of pay except when the assignment is for more than one month. When assigned for more than one month, the employee shall receive the out-of-class pay for leave taken during the out-of-class assignment.

- 24.8 If a person is hired, terminates or works only part way through a month, their pay will be based on their hourly rate of pay for the portion of the month worked.

ARTICLE 25 – HEALTH AND SANITATION

- 25.1 The Washington State rules and regulations covering health and sanitation shall prevail.
- 25.2 Upon employee request the Employer agrees to arrange an ergonomic review of the employees work station and make reasonable accommodations to ensure a healthy work environment.

ARTICLE 26 – SEPARABILITY

In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, or through a final decree of a government, state or local body, such decision shall not invalidate the entire Agreement it being the express intention of

the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provision of this Agreement shall be modified through negotiations to comply with the existing regulations or laws.

ARTICLE 27 – MILEAGE ALLOWANCE

All employees required by the Library Director to use their private cars for official departmental business shall be compensated at the rate for such use as determined by the Internal Revenue Service.

ARTICLE 28 – DEPARTMENT RULES AND REGULATIONS

The Union agrees that its members shall comply in full with departmental rules and regulations including those relating to conduct and work performance. The Employer agrees that new departmental rules and regulations affecting working conditions shall be reviewed with the Union prior to implementation.

ARTICLE 29 – JOB DESCRIPTIONS AND RECLASSIFICATIONS

When work operations involving new or substantially changed requirements are established as determined by the Employer and such requirements are not adequate or properly prescribed in any existing position, the Employer will revise the position or establish a new position classification consulting with the Union beforehand.

ARTICLE 30 – CONFLICT OF CONTRACT AND ORDINANCE

It is agreed that the intention of the parties of this Agreement is that this Agreement and all working agreements shall be consistent with the personnel ordinances and that where it is found that the provisions of such an Agreement are in conflict with the personnel ordinance(s), that the language of the Agreement would become the basis for recommending an amendment of the ordinance(s).

ARTICLE 31 – MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. Management's affairs and prerogatives which the parties have agreed do not constitute negotiable matters relating to wages, hours and working conditions are inclusive of but not limited to the following:

- 31.1 The right to institute from time to time, work rules applicable to bargaining unit employees.
- 31.2 The right to determine work schedules, overtime and the methods and processes by which work is to be performed. Changes to work schedules will be preceded by reasonable notice.
- 31.3 The right to hire, promote, demote, transfer, assign, and/or retain employees in positions within the City.
- 31.4 The right to discipline employees for just cause.

- 31.5 The right to lay off employees for lack of work, lack of funds, reorganization or occurrence of conditions beyond the control of the City.
- 31.6 The right to take whatever actions the Employer deems necessary to carry out services in an emergency. The term "emergency" is inclusive of but not limited to life threatening situations, civil disorders, natural disasters, unforeseen occurrences or conditions, complications of circumstances, sudden or unexpected occasion for action.
- 31.7 The right to determine the methods and processes means and personnel by which operations are to be carried out on an efficient basis. This includes the right to modify operations, personnel and equipment.

ARTICLE 32 – EMPLOYEE RIGHTS

Subject to the provisions of this contract and except as otherwise provided, employees have the right to use the issue resolution procedure contained herein to protect their rights as set forth in this Agreement.

ARTICLE 33 – DEFINITION OF JOB TERMS

- (1) Full-Time Employee – An employee working a full-time schedule of forty (40) hours per week.
- (2) Part-Time Employee – An employee working a part-time schedule of twenty (20) hours, but less than forty (40) hours per week. Part-time employees will receive health and welfare insurance, sick leave, vacations and holiday benefits on a pro-rata basis in accordance with the number of hours worked and applicable Local, State and Federal laws. The employee's portion of the insurance premium will be carried out by payroll deduction. Further, floating holidays will be credited on a pro-rated basis for the portion of the year worked.
- (3) Provisional Part-Time Employee – An employee working a part-time schedule of less than twenty (20) hours per week. Such employee is eligible to participate in non-insured benefit programs at a level proportionate to their monthly work schedule.
- (4) Temporary Employees – An employee working a full or part-time schedule not to exceed six (6) months. Temporary employees are not eligible to participate in the benefit programs nor shall they accrue seniority.
- (5) Probationary Employees – The probationary period for employees shall be six (6) months or longer subject to the following provisions. The Employer may extend a probationary employee's probationary period for up to an additional three (3) months. Any extensions beyond the three (3) month period will be subject to mutual agreement with the Union. In any event, the probationary period shall not exceed twelve (12) months. Probationary employees shall work subject to the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse.

ARTICLE 34 – NO SMOKING POLICY

The No Smoking Policy which was mutually agreed upon between the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

ARTICLE 35 – SUBSTANCE ABUSE POLICY AND PROCEDURES

The Substance Abuse Policy and procedures mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

ARTICLE 36 – SHARED LEAVE POLICY

The Shared Leave Policy and procedures mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

ARTICLE 37 – TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from January 1, 2025, except as otherwise indicated, until December 31, 2027, except for contract language changes which shall be effective from the effective date of signature forward.

CITY OF CAMAS – CAMAS PUBLIC LIBRARY,
WASHINGTON

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 11

Steve Hogan, Mayor

Howard Bell, Executive Officer/Secretary-Treasurer

Date: _____

Date: _____

Doug Quinn, Interim City Administrator

Cheyenne Russell, Union Representative

Date: _____

Date: _____

Connie Urquhart, Library Director

Date: _____

EXHIBIT "A"

2025 – WAGE SCHEDULE

| Position | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|----------------------------------|---------|---------|---------|---------|---------|---------|---------|
| Library Aide | \$3,010 | \$3,111 | \$3,211 | \$3,310 | \$3,409 | \$3,507 | \$3,607 |
| Library Assistant | \$3,823 | \$3,950 | \$4,076 | \$4,200 | \$4,326 | \$4,454 | \$4,581 |
| Library Associate | \$4,414 | \$4,559 | \$4,703 | \$4,850 | \$4,995 | \$5,140 | \$5,286 |
| Administrative Support Assistant | \$5,260 | \$5,419 | \$5,581 | \$5,749 | \$5,921 | \$6,099 | \$6,281 |
| Circulation Services Specialist | \$4,857 | \$5,016 | \$5,177 | \$5,338 | \$5,495 | \$5,656 | \$5,817 |
| Library Coordinator | \$6,470 | \$6,683 | \$6,896 | \$7,109 | \$7,323 | \$7,535 | \$7,749 |

Progression through the pay plan is subject to the provisions of Article 24 to this Agreement.

Hourly Rate Formula: $12 \times \text{Monthly Salary} \div 2080 \text{ Hours}$



Staff Report

February 3, 2025 Council Regular Meeting

Ordinance No. 25-002 Amending CMC Chapter 3.88 Relating to Impact Fees

Presenter: Steve Wall, Public Works Director

Time Estimate: 5 minutes

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

BACKGROUND: Staff presented proposed edits to Camas Municipal Code Chapter 3.88 at the November 18, 2024 Council Workshop, and again at the January 21, 2025 Council Workshop. General information regarding the proposed amendments was provided on November 18th, and specific follow-up questions were addressed at the January 21st Workshop.

Chapter 3.88 of the Camas Municipal Code (CMC) pertains to the collection of Impact Fees on new development, including the issuance of credits to developers for construction of particular capital improvements. Chapter 3.88 has been modified over time consistent with applicable State law.

As the City Council is aware, updates to the Fire and Parks/Open Space Impact Fees have been adopted via Ordinance in the last couple years and staff is anticipating bringing forth a proposal for adoption of new Traffic Impact Fees in the near future. With updates occurring to the Fees, staff has also been tracking minor updates and clean-up of CMC Chapter 3.88. Attached for Council’s reference are a draft Ordinance with proposed revisions to Chapter 3.88, and an Underline/Strikeout version of Chapter 3.88 showing proposed additions and deletions.

Revisions to Chapter 3.88 are summarized immediately below for reference:

- Multiple Department Heads oversee implementation of Impact Fees. The generic definition of a “Director” has been added for clarity.
- Allowing the prepayment of impact fees has been considered an incentive to developers in the past. However, there are not currently provisions putting any limitations on how long the City will hold the prepayment on behalf of the developer. There is an administrative burden of holding funds on behalf of others.
- The specific formulas regarding calculations of impact fees can change over time. However, the basis for the calculations generally remains the same. Section 3.88.060 through 3.88.100 have been modified to reference the general basis for the calculations instead of a specific formula.

- The code sections regarding Exemptions to payment of impact fees and the ability to submit an independent fee calculation have been updated consistent with State law and best practices.
- The process for issuance of impact fee credits has been updated to meet current practice and include an expiration of 10 years for the use of any credits issued. This is consistent with the State law that requires the City to use or obligate impact fees within 10 years of receiving them.
- The Appeals and Refund sections have been updated to meet current and best practices.

SUMMARY: Ordinance 25-002 will adopt the revisions to CMC Chapter 3.88 which shall take force and be in effect five (5) days from and after its publication according to law.

BENEFITS TO THE COMMUNITY: The proposed changes to CMC Chapter 3.88 simplifies the language and ensures the collection of impact fees and issuance of impact fee credits are consistent with State statutes and best practices.

BUDGET IMPACT: There is no direct budget impact resulting from the proposed changes to CMC Chapter 3.88.

RECOMMENDATION: Staff recommends adopting Ordinance No. 25-002 as presented.

ORDINANCE NO. 25-002

An ORDINANCE amending certain provisions of Chapter 3.88 of the Camas Municipal Code relating to impact fees.

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

Section I

A new Subsection N of Camas Municipal Code Section 3.88.030 is hereby added to provide as follows:

N. "Director" means the applicable Department Director (Department Head) responsible for overseeing the implementation of a particular capital facility. Director includes the Fire Chief, Community Development (Planning) Director, Public Works Director and Parks & Recreation Director.

Section II

Subsection Y of Camas Municipal Code Section 3.88.030 is hereby amended to provide as follows:

Y. "Parks and Recreation Director" means the officially appointed or acting director of the city parks and recreation department, also referred to herein as a "department head."

Section III

Subsection BB of Camas Municipal Code Section 3.88.030 is hereby amended to provide as follows:

BB. "Planning director", or "Community Development Director" means the officially appointed or acting director of the city community development and planning department.

Section IV

Camas Municipal Code Section 3.88.040D-Impact Fee Imposition is hereby amended to provide as follows:

D. Impact fees may, with the consent of the city, be prepaid. Prepaid impact fees, including the amounts of any developer credits under subsection 3.88.140(A) shall be deducted from impact fees at the time such fees are collected pursuant to subsection 3.88.040(C).

1. Prepaid impact fees shall be tracked as individual components for purposes of future use. Prepayment of Transportation Impact Fees shall be based on the number of PM peak hour vehicle trip ends for each use. Prepayment of Fire Impact Fees shall be based on the total square footage paid for non-residential or equivalent number of single-family homes for residential. Prepayment of Park Impact Fees shall be based on the total square footage paid for non-residential or the equivalent number of single family homes based on the total square footage.

2. Prepaid impact fees shall only be held by the City and valid for 5 years. Upon expiration of the 5-year period, the City will refund the prepaid impact fees at the original value for which they were purchased, plus any accrued interest.

Section V

Camas Municipal Section 3.88.060 - Traffic impact fee formula is hereby amended to provide as follows:

The impact fee component for traffic shall be calculated using the most recent version of the Traffic Impact Fee Update and Transportation System Plan as adopted by the City Council. The Traffic Impact Fee ("TIF") formula is typically defined as: $TIF = T \times (1-B-D) \times C \times A$

- A. "TIF" means the traffic impact component of the total development impact fee.
- B. "T" means the average PM peak hour vehicle trip ends for each use, estimated by the current edition of the ITE Trip Generation Manual, computed by taking the size of the development times the PM peak hour trip generation rate.
- C. "B" is the reduction for bypass trips for ITE land use codes estimated by the current edition of the ITE Trip Generation Handbook.
- D. "D" is the reduction for diverted linked trips for ITE land use codes estimated by the current edition of the ITE Trip Generation Handbook.
- E. "C" is the cost per PM peak hour trip end as determined and adopted by Council.
- F. "A" is an adjustment to the cost of public facilities for past or future payments made or reasonably anticipated to be made in the form of user fees, debt service payments, taxes, or other payments earmarked for or pro-ratable to traffic system improvements contained in the capital facilities plan.

Section VI

Camas Municipal Section 3.88.070 – Park and open space impact fee component formula is hereby amended to provide as follows:

The impact fee component for parks, trails and open spaces shall be calculated using the most recent version of the Park Impact Fee Study and Impact Fee Schedule as adopted by the City Council. The Park Impact Fee ("PIF") formula is typically defined as the combination of the Existing Facilities Component and the Future Facilities Component for residential and non-residential uses.

- A. The Existing Facilities Component is the eligible cost of capacity in existing parks, trails and open space facilities that serves future growth divided by the growth in system demand.
- B. The Future Facilities Component is the eligible cost of planned (future) capacity increasing facilities, or projects, divided by the growth in system demand.

Section VII

Camas Municipal Section 3.88.090 - Fire Impact fee component formula is hereby amended to provide as follows:

The impact fee component for fire shall be calculated using the most recent version of the Fire Impact Fee Study as adopted by the City Council. The Fire Impact Fee (“FIF”) formula is typically defined as the allocable capital costs to serve customer growth divided by the total growth in customers served by the new capital for single-family residential, multi-family residential, and all other occupancies.

Section VIII

Camas Municipal Code Section 3.88.100- School impact fee component formula is hereby amended to provide as follows:

A. Plan adoption. The city will collect School Impact Fees on behalf of a school district provided the school district's capital facilities plan is adopted by reference as a component of the most current Comprehensive Plan in accordance with city policies and procedures.

B. The impact fee component for schools shall be separately calculated by each school district in accordance with state statutes and current best practices and approved by the school district board prior to requesting the city update or revise the school impact fee (“SIF”).

C. No new or revised school impact fees shall be effective until adopted by the council following a duly advertised public hearing to consider the school district’s capital facilities plan or plan update.

D. School impact fees will be collected by the city pursuant to provisions in 3.88.040 then passed through to the respective school district for their use in funding school capital facilities. The City may charge applicable administrative fees in addition to the school impact fees in accordance with the City’s fee schedule.

Section IX

Subsection A of Camas Municipal Code Section 3.88.110 – Computation of fees is hereby amended to provide as follows:

A. The impact fee for nonresidential development shall be computed by applying the traffic impact fee component formula, the parks impact fee component formula, and the fire facility impact fee component formula, and then totaling the results. The impact fee for each residential dwelling unit shall be computed by applying the traffic impact fee component formula, the park impact fee component formula, the open-space impact fee component formula, the fire facility impact fee component formula, and the school impact fee component formula, and then totaling the results.

Section X

Subsection B of Camas Municipal Code Section 3.88.120 - Collection of fees is hereby amended to provide as follows:

B. Except as may be due to exemptions or credits provided pursuant to the applicable section of this code, or pursuant to an adjustment of the fee as approved by the Director as outlined in Section 3.88.135, the city shall not issue a building permit(s) for residential buildings or commercial or industrial tenant improvements unless and until the impact fees set forth in the schedules in this chapter have been paid.

Section XI

Camas Municipal Code Section 3.88.130-Exemptions is hereby amended to provide as follows:

A. The following shall be exempted from the payment of all impact fees:

1. Replacement of a demolished or destroyed structure of the same size and use, and located on the same parcel or lot as that of the demolished or destroyed structure. Said replacement must occur within five years of the date the structure was demolished or destroyed.

The owner of a demolished or destroyed structure shall be required to submit a copy of a demolition permit, utility bill or other acceptable documentation that proves the structure in question existed within the appropriate time frame. The owner will receive a unit for unit exemption for residential uses. Exemptions for commercial or industrial users will be based on the level of impact generated by the new use as it compares to the existing or previous use.

Conversion of a lesser impact land use to a greater impact land use will require the payment of the appropriate impact fees. The new fee will be based on the total impact generated by the new land use, minus the similar impact fee associated with the existing land use. Conversion of a greater land use to a lesser land use will not be entitled to reimbursement of impact fees;

2. Alteration, expansion, enlargement, remodeling, rehabilitation or conversion of an existing residential dwelling unit where no additional units are created and the use is not changed;

3. The construction of accessory structures that will not create significant impacts on planned facilities;

4. Miscellaneous improvements, including, but not limited to, fences, walls, swimming pools and signs;

B. The director shall be authorized to determine whether a particular development activity falls within an exemption identified in this section, in any other section, or under other applicable law. Determinations of the director shall be in writing and shall be subject to the appeals procedures listed in Section 3.88.150 of the CMC.

Section XII

Camas Municipal Code Section 3.88.135-Independent fee calculation is hereby amended to provide as follows:

A. If the director believes in good faith that none of the impact fee categories or impact fee amounts set forth in the schedules in Sections 3.88.060 through 3.88.100 accurately calculate the impacts of a development activity on planned facilities, the director may accept an independent fee calculation for consideration. The city may impose alternative impact fees on a specific development activity based on these calculations. The resultant alternative impact fees shall be set forth in writing and provided to the fee payer.

B. If a director determines an adjustment to the fees calculated according to Sections 3.88.060 through 3.88.100 may be warranted, then the fee payer shall prepare and submit to the director an independent fee calculation for the development activity for which final plat, PRD, PUD, binding site plan, or other development approval, or a building permit, is sought. While there is a presumption that the calculations set forth in the city's capital facilities plans and Sections 3.88.060 through 3.88.100 are valid, the documentation submitted shall show the basis upon which the independent fee calculation was made, including empirical data and analysis based on professional studies and other relevant information. The appropriate director shall review the independent fee calculation and may adopt, reject, or adopt in part, the independent fee calculation based on specific characteristics of the development activity, and/or principles of fairness.

C. Any fee payer submitting an independent fee calculation will be required to pay the city a fee to cover the cost of reviewing the independent fee calculation in accordance with the city's adopted fee schedule. In the event it is necessary for the city to enlist the services of an outside consultant to assist in the review of the independent fee calculation, the fee payer will be required to pay any consultant charges over the base fee identified in the fee schedule.

D. Determinations by any Director under this section may be appealed pursuant to CMC Section 3.88.150.

Section XIII

Camas Municipal Code Section 3.88.140A- Credits is hereby amended to provide as follows:

A. Development Credit.

(1) A developer (as defined in CMC 3.88.030) shall be entitled to a credit against the applicable impact fee for the dedication of land or the for the design or engineering or construction of an "eligible improvement." For purposes of this section, an eligible improvement shall mean an improvement or real property that is identified in one of the City's Capital Facilities Plan as being funded by impact fees, in the amount(s) identified and/or calculable in the Capital Facilities Plan.

(2) The amount of the credit shall be the dollar amount assigned to the improvement or to the land in the Capital Facilities Plan. Where only a portion of the improvement is constructed or a portion of the land is dedicated, the amount of the credit shall be pro-rated.

(3) Credits earned for one category of impact fee, e.g. traffic, may not be applied against a different category of impact fee, e.g. schools.

(4) Approval from the city council shall be required prior to the start of the construction or dedication of any eligible improvement. "Approval" in the context of this subsection (4) shall be satisfied if the city, requires the construction of the eligible

improvement as a condition of approval for a land use application, which shall be constructed to the standards as required thereby. If a developer wishes to construct an eligible improvement that is not otherwise a condition to an approved land use application, prior approval must be obtained from the city council.

(5) Credits shall be issued as follows:

(A) For traffic, fire, and parks and open space impact fees, no credits shall be granted until either the eligible improvements have been constructed by the developer and such work has been accepted by the city; or until the land has been dedicated by the developer and such dedication has been accepted by the city.

(B) For school impact fees, no credit shall be granted without written authorization from the school district to the City identifying the dollar amount of the credit, the developer to whom the credit should be issued, and a description of the improvements completed associated with the credit.

(6) If impact fees become due and payable prior to the developer becoming eligible for the issuance of credits as provided for in section (5), the developer may apply to the community development director to defer collection of the impact fees until construction or dedication is completed. The community development director may condition deferral upon:

a) The developer posting a bond or other financial security satisfactory to the city in an amount equal to one hundred twenty-five percent (125%) of the deferred impact fees, which bond or other financial security shall be conditioned upon the developer either paying the deferred impact fees or completing construction or dedication within a specified time, or

b) The withholding of an occupancy permit, or

c) Such other conditions acceptable to the city.

(7) Upon acceptance of the eligible improvement, the developer may submit an application for the impact fee credit to the director. After submission of a credit application and verification of entitlement thereto, the director shall submit to the City Council for concurrence. Upon ratification, the director or finance department shall issue a credit in writing to the developer specifying the type and amount of credit

(8) The credit may, at the option of the developer, be applied all or in part to the impact fees owing for the developer's project.

(9) To the extent the credit exceeds the amount of the impact fee owed by the developer, or the developer chooses not to apply the impact fee to the developer's project, the unused credit may be applied to a different project of the developer or transferred to another developer to be applied to that developer's development project.

(10) Before the impact fee credit can be transferred to a different developer, the holder of the impact fee credit shall file with the finance department an application to transfer the credit. The application shall identify the transferee, and the amount and type of the impact fee credit being transferred. The transfer application shall be accompanied by an administrative fee in an amount as may be set by resolution of the city council.

(11) When credits are to be redeemed, the holder of the impact fee credit shall file an application for redemption on a form to be created by the finance department. The application for redemption shall be accompanied by an administrative fee in such amount as may be set by resolution of the city council. When impact fee credits are being redeemed, such redemption shall not allow the impact fee credits to be prorated among more than one

residential lot in amounts that are less than the then existing impact fee per lot. (For example, where impact fees are five thousand dollars per residential lot and a developer wishes to redeem eleven thousand dollars worth of credits, the developer shall not be allowed to apply one thousand dollars per residential lot over eleven lots. The developer may apply five thousand dollars to two residential lots and one thousand dollars to one residential lot.)

(12) The finance department shall be responsible for maintaining appropriate records documenting the issuance, transfer, and redemption of impact fee credits.

(13) Expiration of credits. Any credits issued after the effective date of this ordinance shall expire and become null and void ten (10) years from the date of ratification by the city council of the original credit. Transferring of credits or partial use of credits shall in no event extend the expiration date or further use of credits.

Section XIV

Camas Municipal Code Section 3.88.150-Appeals is hereby amended to provide as follows:

A. A developer may appeal the amount of any impact fee determined by the Director to the City Hearing Examiner. The developer shall have the burden of proving:

1. An error was committed in calculating the assessment of the impact fee or the developer's proportionate share.

2. Such fee does not mitigate a direct impact.

3. The City based its determination on incorrect data. A developer may also submit such other information deemed relevant or appropriate for the purpose of disputing the impact fee.

B. The Director shall meet with the developer and such other parties as are deemed necessary in order to resolve the dispute. If the dispute is not resolved by the Director, the developer may appeal the imposition of the impact fee to the Hearing Examiner. The Hearing Examiner only determines whether the fee is reasonable, but does not make any adjustment thereto. The Hearing Examiner may remand the matter to the applicable Department for further consideration consistent with the Hearing Examiner's decision.

C. An appeal from a decision of the Director must be filed with the Hearing Examiner within 10 calendar days of the Director's written decision regarding the fee amount.

Section XV

Subsection B of Camas Municipal Code Section 3.88.160- Accounting Procedures- Reports is hereby repealed.

Section XVI

Subsections A and B2 of Camas Municipal Code Section 3.88.170- Expenditure of fees is hereby amended to provide as follows:

A. Impact fees for system developments shall be expended only in conformance with the capital facilities plan. Impact fees shall be expended or encumbered for a permissible use within ten years of collection, unless there exists an

extraordinary and compelling reason for fees to be held longer than ten years. Such extraordinary or compelling reasons shall be identified in written findings by the city council.

B2. Impact fees shall not be imposed to solely benefit existing customers unless otherwise allowed by law.

Section XVII

Camas Municipal Code Section 3.88.180A and C - Refunds is hereby amended to provide as follows:

A. The current owner of property on which an impact fee has been paid may receive a refund of such fee if the city fails to expend or encumber the impact fees within ten years of collection, or such greater time as may be established in written findings by the city council documenting extraordinary or compelling reasons for extension beyond ten years as allowed by law. In determining whether impact fees have been encumbered, impact fees shall be considered encumbered on a first-in, first-out basis. The current owner likewise may receive a proportionate refund when the public funding of applicable service area projects by the end of such ten-year period has been insufficient to satisfy the ratio of public to private funding for such service area as established in the capital facilities plan. The city shall notify potential claimants by first class mail deposited with the United States Postal Service at the last known address of each claimant.

C. A developer may request and shall receive a refund, including any interest earned on the impact fees, when the developer does not proceed with the development activity and no impact has resulted. All refunds shall be provided on a dollar-for-dollar basis according to the original payment.

Section XVIII

A new subsection D, E, F of Section 3.88.180 of Camas Municipal Code - Refunds is hereby added to provide as follows:

D. Any administrative fee and/or application fee are not eligible for a refund.

E. Refunds will not be made for amounts less than \$100.00.

F. The applicant must submit a written request for a refund and provide a receipt of impact fees paid. No refund will be processed prior to cancellation of any applicable permit, land use or approval or pending application thereof.

Section XIX

Camas Municipal Code Section 3.88.200 is hereby amended to provide as follows:

The impact fees and associated studies set forth in Sections 3.88.060 through 3.88.100 shall be reviewed and amended by the city council as it may deem necessary and appropriate.

This Ordinance shall take force and be in effect five (5) days from and after its publication according to law.

PASSED BY the Council and APPROVED by the Mayor this _____ day of _____, 2025.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

Chapter 3.88 IMPACT FEES ON NEW DEVELOPMENTS FOR CERTAIN PUBLIC FACILITIES

3.88.010 Purpose of provisions— Statutory authority.

The ordinance codified in this chapter is enacted pursuant to the provisions of RCW Chapter 82.02, and is intended to accomplish the following purposes:

- A. To insure that adequate facilities are available to serve new growth and development;
- B. To promote orderly growth and development by requiring that new development pay a proportionate share of the cost of new facilities needed to serve growth; and
- C. To insure that impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicate fees for the same impact.

3.88.020 Findings.

The city council finds and declares that:

- A. New residential and nonresidential development causes increased demands on public facilities, including streets, roads, parks, open space, recreational facilities, fire facilities, and schools;
- B. Projections indicate that new development will continue, and that it will place ever-increasing demands on the city to provide necessary public facilities;
- C. To the extent that new development places demands on the public facility infrastructure, those demands should be partially financed by shifting a proportionate share of the cost of such new facilities from the public at large to the developments actually creating the demand; and
- D. The imposition of impact fees upon residential and nonresidential development in order to finance specified public facilities, the demand for which is created by such development, is in the best interest of the general welfare of the city and its residents, is equitable, does not impose an unfair burden on such development by forcing developers and builders to pay more than their fair or proportionate share of the cost, and is reasonably necessary to provide the necessary public facility infrastructure to serve new development as planned for in the comprehensive plan and the capital facilities plan.

3.88.030 Definitions.

The following definitions shall apply for purposes of this chapter unless the context clearly requires otherwise. Terms otherwise not defined herein shall be defined pursuant to RCW 82.02.090, or given their usual and customary meaning.

- A. "Act" means the Growth Management Act, Chapter 17, Laws of 1990, 1st Ex. Sess., Chapter 36.70A RCW et seq., and Chapter 32, Laws of 1991, 1st Sp. Sess., as now in existence or as hereinafter amended.
- B. "Building permit" means the permit required for new construction and additions pursuant to Chapter 15.04 of this code. The term building permit, as used herein, shall not be deemed to include permits required for the remodeling, rehabilitation, or other improvements to an existing structure or rebuilding a damaged or destroyed structure, provided there is no increase in the applicable unit of measure for nonresidential construction or number of dwelling units for residential construction.
- C. "Capital facilities plan" means the capital facilities plans adopted by the council as part of the capital facilities element of the comprehensive plan for Camas.

- D. "Capital facilities" means the facilities or improvements of the city.
- E. "City engineer" means the officially appointed or acting city engineer for the city.
- F. "City" means the city of Camas.
- G. "CMC" refers to the Camas Municipal Code.
- H. "Council" means the city council of the city of Camas.
- I. "County" means Clark County.
- J. "Department" means the city planning department.
- K. "Developer" means an individual, group of individuals, partnership, corporation, association, municipal corporation, state agency, or other person or entity and their successors and assigns undertaking development activity, including the design, engineering, or construction of facilities identified in one of the City's Capital Facility Plans.
- L. "Development activity" means any construction or expansion of a building or structure, or any change in use of a building; or the subdivision of land; or plat approval, PUD or PRD approval, boundary line adjustment, or any change in land use that creates additional demand and need for public schools, public streets and roads, publicly owned parks, open space and recreational facilities, and fire protection facilities.
- M. "Development approval" means any written authorization from the city which authorizes the commencement of a development activity, including, but not limited to, building permit, plat approval, PUD or PRD approval, binding site plan approval, boundary line adjustment, and a conditional use permit.
- N. "Director" means the applicable Department Director (Department Head) responsible for overseeing the implementation of a particular capital facility. Director includes the Fire Chief, Community Development (Planning) Director, Public Works Director and Parks & Recreation Director.
- O. "Encumbered" means to reserve, set aside or otherwise earmark the impact fees in order to pay for commitments, contractual obligations, or other liabilities incurred for planned facilities.
- P. "Fee payer" means a person, corporation, partnership, an incorporated association, or any other similar entity or municipal corporation commencing a development activity which creates the demand for planned facilities, and which requires development approval and/or the issuance of a building permit. Fee payer includes an applicant for an impact fee credit.
- Q. "Fire chief" means the officially appointed or acting chief of the fire department of the city, also referred to herein as a "department head."
- R. "Fire impact fee" means the impact fee designated to pay for fire protection facilities.
- S. "Impact fee account" or "account" means the accounts established for the planned facilities for which impact fees are collected. The accounts shall be established pursuant to CMC Section 3.88.160A, and shall comply with the requirements of RCW 82.02.070.
- I. "Impact fee" means the payment of money imposed upon development as a condition of development approval, to pay for public facilities needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for public facilities, that is a proportionate share of the cost of the public facilities, and that is used for facilities that reasonably benefit the new development. Impact fee does not include reasonable permit or application fees. The impact fee hereby imposed consists of a traffic fee component, a park impact fee component, an open space impact fee component, a fire facility impact fee component, and a school impact fee component.
- U. "Impact fee deferral program" shall mean that program established by the city council pursuant to RCW 82.020.050 for the deferred collection of impact fees for single-family detached and attached residential construction which includes a process by which the applicant for a building permit for a single-family detached or attached residence may request a deferral of the full impact fee payment, on certain conditions.

- V.** "Independent fee calculation" means the impact fee calculation, and/or economic documentation prepared by a fee payer, to support the assessment of an impact fee other than by the use of the schedules in Sections 3.88.060 to 3.88.100 of this chapter, or the calculations prepared by the planning director or city engineer where none of the impact fee categories or impact fee amounts in Sections 3.88.060 to 3.88.100 accurately describe or capture the impacts of the development activity on public streets and roads, publicly owned parks, open space and recreational facilities, and fire protection facilities.
- W.** "Low income housing" means a single-family or multifamily housing development, the construction of which is either undertaken by a housing authority operated pursuant to RCW Chapter 35.82, or financially assisted, pursuant to a federal, state or local governmental low-income housing program; provided, however, that the term shall apply only to the number of units within such housing development as are required to be occupied by low-income residents.
- X.** "Owner" means the owner of record of real property, or a person with an unrestricted written option to purchase property; provided, that if the real property is being purchased under a recorded real estate contract, the purchaser shall be considered the owner of the real property.
- Y.** "Park impact fee" means the impact fee designated to pay for publicly owned parks, open space and recreational facilities.
- Z.** "Parks and Recreation ~~e~~Director" means the officially appointed or acting director of the city parks and recreation department, also referred to herein as a "department head."
- AA.** "Planned facilities" means public streets and roads, publicly owned parks, open space and recreational facilities, and fire protection facilities included in the capital facilities element of the comprehensive plan for Camas.
- BB.** "Planned residential development" (PRD) or "planned unit development" (PUD) shall be as defined in Section 18.93.020 of the CMC.
- CC.** "Planning director", or "**Community Development Director**" means the officially appointed or acting director of the city **community development and** planning department.
- DD.** "Project improvements" means site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project, and are not system improvements. No improvement or facility included in the capital facilities plan approved by the city council shall be considered a project improvement.
- EE.** "Public facilities" means the following capital facilities owned or operated by government entities: public streets and roads; publicly owned parks, open space, and recreational facilities; school facilities; and fire protection facilities of the city of Camas.
- FE.** "Service area" means a geographical area defined by the city of Camas in which a defined set of public facilities provide service to development within the area.
- GG.** "Standard of service" means the quantity and quality of service which the city council has determined to be appropriate and desirable for the city. A measure of the standard of service may include, but is in no way limited to, maximum levels of congestion on city streets and roads, maximum wait at stops, maximum fire department response times, minimum fire suppression capabilities, minimum park and open space required for a variety of types of parks and open space; minimum distance from residences to parks, and/or any other factors or standards the city council may deem appropriate.
- HH.** "System improvements" means public facilities that are included in the capital facilities plan and are designed to provide service to service areas within the community at large, in contrast to project improvements.
- II.** "Temporary dwelling units" means a development that provides temporary housing for individual persons for one or more days.

- JJ.** "Traffic impact fee" means the impact fee designated to pay for public streets and roads.
- KK.** "Unit" means any building or portion thereof which contains living facilities including provisions for sleeping, cooking, eating, and sanitation, as required by the city, for not more than one family and including site-built buildings, mobile/manufactured homes and modular homes.
- LL.** "Voluntary agreement" means an agreement between a developer and the city as authorized by RCW 82.02.020.

3.88.035 Preliminary determination.

Any person undertaking any construction or expansion of a building, structure or use, any change in the use of a building or structure, or any change in the use of land may request that the public works director conduct a preliminary review to determine whether such project creates an additional demand and need for public services. If the public works director determines that no such additional demand is created, then such project shall be exempt from the impact fees imposed by this chapter.

3.88.040 Impact fee imposition.

- A. All new development activity within the city shall be subject to the payment of impact fees, which shall be calculated by adding the impact fee components, as hereinafter provided for, that are applicable to each new development activity.
- B. The amount of impact fees shall be determined at the time of building permit application, or for development not requiring a building permit, at the time of site plan approval.
- C. Subject to the provisions of subsection 3.88.040(D) for pre-payment of impact fees, impact fees shall be due and collected at the time of building permit application, or for development not necessitating a building permit, at the time of site plan approval.
- D. Impact fees may, with the consent of the city, be prepaid. Prepaid impact fees, including the amounts of any developer credits under subsection 3.88.140(A) shall be deducted from impact fees at the time such fees are collected pursuant to subsection 3.88.040(C).
1. Prepaid impact fees shall be tracked as individual components for purposes of future use. Prepayment of Transportation Impact Fees shall be based on the number of PM Peak Hour Vehicle trip ends for each use. Prepayment of Fire Impact Fees shall be based on the total square footage paid for non-residential or equivalent number of single family homes for residential. Prepayment of Park Impact Fees shall be based on the total square footage paid for non-residential or the equivalent number of single family homes based on the total square footage.
 2. Prepaid impact fees shall only be valid and held by the City for 5 years. Upon expiration of the 5 year period, the City will refund the prepaid impact fees at the original value for which they were purchased, plus any accrued interest.
- E. The amount of impact fees that may be deferred under the impact fee deferral program shall be determined by the fees in effect at the time an applicant applies for a deferral.

3.88.050 Development service areas established.

Service areas, which may vary by type of public facilities, may be established in the capital facilities plan element of the comprehensive plan. Such service areas shall be defined so as to insure that those developments paying impact fees will be reasonably benefitted by the new public facilities. Additional or revised service areas may be designated by the city council by amendment to the capital facilities plan element of the comprehensive plan upon consideration of the following factors:

- A. The comprehensive plan;

- B. Standards for adequate public facilities incorporated in the capital facilities plan;
- C. Projections for full development as permitted by land use ordinances and timing of development;
- D. The need for and cost of unprogrammed capital improvements necessary to support projected development;
- E. Such other factors as the city council may deem relevant.

3.88.055 Findings of adequacy.

- A. Prior to approving proposed plats, planned residential or planned unit developments or binding site plans, or granting other development approvals, the council or administrative personnel, as appropriate, shall make written findings that appropriate provisions are made for planned facilities. Findings of adequacy shall be based on the city's standards of service.
- B. Compliance with this requirement shall be sufficient to satisfy the requirements of RCW 58.17.110, 58.17.060 and the Act. The findings shall be made at the time of preliminary plat, PRD, PUD, binding site plan or other development approval.
- C. The city shall not approve applications for preliminary plats, PRD, PUD, binding site plans or other development approvals, unless the city is able to make the findings of adequacy; provided, that if the fee payer opts to dedicate land, to provide improvements and/or construction consistent with the requirements of CMC Section 3.88.140 governing credits, where appropriate, the city may make such findings.
- D. If any party for any reason is able to exempt itself from the operation of this chapter, the city reserves the right to review its land use plan in conjunction with its capital facilities plans in order to ensure adequacy. In the event that the impact fees that might have been paid would have been an integral part of the financing to ensure adequacy, the city reserves the right to deny approval for the development on these grounds.

3.88.060 Traffic impact fee formula.

The impact fee component for traffic shall be calculated using the most recent version of the Traffic Impact Fee Update and Transportation System Plan as adopted by the City Council. following formula: The Traffic Impact Fee ("TIF") formula is typically defined as: $TIF = T \times (1-B-D) \times C \times A$

- A. "TIF" means the traffic impact component of the total development impact fee.
- B. "T" means the average PM peak hour vehicle trip ends for each use, estimated by the ~~eighth or~~ current edition of the ITE Trip Generation Manual, computed by taking the size of the development times the PM peak hour trip generation rate.
- C. "B" is the reduction for bypass trips for ITE land use codes ~~in the 800s and 900s~~ estimated by the ~~second or~~ current edition of the ITE Trip Generation Handbook.
- D. "D" is the reduction for diverted linked trips for ITE land use codes ~~in the 800s and 900s~~ estimated by the ~~second or~~ current edition of the ITE Trip Generation Handbook.
- E. "C" is the cost per PM peak hour trip end as determined and adopted by Council.
- F. "A" is an adjustment to the cost of public facilities for past or future payments made or reasonably anticipated to be made in the form of user fees, debt service payments, taxes, or other payments earmarked for or pro-ratable to traffic system improvements contained in the capital facilities plan. ~~The adjustment for traffic impacts is determined to be forty percent so that "A" equals sixty percent.~~

3.88.070 Park and open space impact fee component formula.

~~A. A. The impact fee component for parks, trails and open spaces shall be calculated using the most recent version of the Park Impact Fee Study and Impact Fee Schedule as adopted by the City Council. The Park Impact Fee ("PIF") formula is typically defined as the combination of an Existing Facilities Component and a Future Facilities Component for residential and non-residential uses. The park and open space impact fee component shall consist of three subcomponents: an existing subcomponent, a future subcomponent, and an adjustment subcomponent.~~

~~A. The Existing Facilities Component is the eligible cost of capacity in existing parks, trails and open space facilities that serves future growth divided by the growth in system demand.~~

~~B. The Future Facilities Component is the eligible cost of planned (future) capacity increasing facilities, or projects, divided by the growth in system demand.~~

~~B. The existing subcomponent shall be calculated using the following formula:~~

~~$$PIF_E = \frac{\sum_{Cat=1}^8 (UAC_{Cat} \times C_{Cat})}{G} \times U$$~~

~~1. "PIF_E" means the existing subcomponent of the park and open space component of the total development impact fee.~~

~~2. "Cat" means the eight categories of existing and future park facilities used in the 2018 Parks Impact Fee Update.~~

~~3. "UAC_{Cat}" means the units (measured in acres or miles) of available capacity for each category of existing park facilities.~~

~~4. "C_{Cat}" means the average cost per unit for each category of existing park facilities.~~

~~5. "G" means the projected growth in population during the planning period.~~

~~6. "U" means the average number of occupants per dwelling unit, or 2.94 occupants per single family or multi-family dwelling unit and 0.74 occupant per accessory dwelling unit.~~

~~C. The future subcomponent shall be calculated using the following formula:~~

~~$$PIF_F = \frac{\sum_{Proj=1}^n (C_{Proj} \times E_{Proj})}{G} \times U$$~~

~~1. "PIF_F" means the future subcomponent of the park and open space component of the total development impact fee.~~

~~2. "Proj" means each project in the list used in the list of "n" projects used to calculate the future subcomponent.~~

~~3. "n" means the number of projects on the list of projects used to calculate the future subcomponent.~~

~~4. "C_{Proj}" means the total cost for each project in the list of "n" projects used to calculate the future subcomponent.~~

~~5. "E_{Proj}" means the impact fee eligibility (expressed as a percentage) for each project in the list of "n" projects used to calculate the future subcomponent. This percentage represents the proportion of each project that will create capacity for future users.~~

~~6. "G" means the projected growth in population during the planning period.~~

7. ~~"U" means the average number of occupants per dwelling unit, or 2.94 occupants per single-family or multi-family dwelling unit and 0.74 occupant per accessory dwelling unit.~~

D. ~~The adjustment subcomponent shall be calculated using the following formula:~~

$$PIF_A = \frac{FB}{REET \times E_{cap}}$$

1. ~~"PIF_A" means the adjustment subcomponent of the park and open space component of the total development impact fee.~~
2. ~~"FB" means the fund balance of unspent parks impact fee revenue.~~
3. ~~"REET" means that portion of projected real estate excise tax revenues that is expected to be dedicated to parks capital.~~
4. ~~"E_{cap}" means the weighted average impact fee eligibility, which is identified as the "capital cost eligibility" applied to projected real estate excise tax revenues in the 2018 parks impact fee update adopted by the city.~~

3.88.090 Fire facility impact fee component formula.

The impact fee component for fire shall be calculated using the most recent version of the Fire Impact Fee Study as adopted by the City Council. The Fire Impact Fee ("FIF") formula is typically defined as the allocable capital costs to serve customer growth divided by the total growth in customers served by the new capital for single-family residential, multi-family residential, and all other occupancies.

A. ~~The impact fee component for fire facilities for residential structure shall be calculated using the following formula:~~

$$RFFIF = \frac{RR \times AE \times SF \times A}{TNSF}$$

1. ~~"RFFIF" means the residential fire facilities impact fee;~~
2. ~~"RR" means the percentage of responses to fires involving residential structures;~~
3. ~~"AE" means the total estimated capital expenditures for fire facilities for the next twenty years multiplied by a percentage equal to that portion of the estimated capital expenditures attributed to new growth;~~
4. ~~"SF" means the square footage of the new residential structure for which the impact fee is being calculated;~~
5. ~~"TNSF" means the projected total square footage for all new residential structures projected to be built during the next twenty years;~~
6. ~~"A" means an adjustment to the cost of the public facilities for past or future payments made or reasonably anticipated to be made by new development to pay for particular system improvements in the form of user fees, debt service payments, taxes, or other payments earmarked for or pro-ratable to the particular system improvement.~~

B. ~~The impact fee component for fire facilities for nonresidential structures shall be calculated using the following formula:~~

$$PIF = \frac{C \times S \times U \times A}{P}$$

1. ~~"NRRFFIF" means the nonresidential fire facilities impact fee;~~
2. ~~"NRR" means the percentage of responses to fires involving nonresidential structures;~~

- 3. ~~"AE" means the total estimated capital expenditures for the fire department for the next twenty years times a percentage equal to that portion of the total estimated capital expenditures attributable to new growth;~~
- 4. ~~"SF" means the square footage of the new nonresidential structure for which the impact fee is being calculated;~~
- 5. ~~"TNBSF" means the projected total square footage for all new nonresidential structures projected to be built during the next twenty years;~~
- 6. ~~"A" means an adjustment to the cost of the public facilities for past or future payments made or reasonably anticipated to be made by new development to pay for particular system improvements in the form of user fees, debt service payments, taxes, or other payments earmarked for or pro-ratable to the particular system improvement.~~

3.88.100 School impact fee component formula.

- A. Plan adoption. The city will collect impact fees on behalf of a school district provided the school district's capital facilities plan is adopted by reference as a component of the most current Comprehensive Plan in accordance with city policies and procedures.
- B. The impact fee component for schools shall be separately calculated by each school district in accordance with state statutes and current best practices and approved by the school district board prior to requesting the city update or revise the school impact fee ("SIF").
- C. No new or revised school impact fees shall be effective until adopted by the council following a duly advertised public hearing to consider the school district's capital facilities plan or plan update.
- D. School impact fees will be collected by the city pursuant to provisions in 3.88.040 then passed through to the respective school district for their use in funding school capital facilities. The City may charge applicable administrative fees in addition to the school impact fees in accordance with the City's fee schedule.

The impact fee component for schools shall be calculated using the following formula:

$$SIF = CS(SF) - (SM) - TC \times A$$

- 1. "SIF" means the school's component of the total development impact fee.
- 2. "CS" means the cost of each type of facility listed in the respective school district capital facilities plan divided by: the number of students per type of facility at capacity of the facility less the number of students representing over capacity at existing facilities. "Type of facility" means elementary school, middle school and high school.
- 3. "SF" means student factor. The "student factor" is the number of students typically generated from one residential unit for each type of school facility. This is determined by dividing the total number of residential units in the district by the current enrollment numbers for each type of school facility.
- 4. "SM" means state match. "State match" is that amount received from the state of Washington towards school construction costs. The state match component of the formula is that amount representing the per student amount of state matching funds. This is calculated for each type of facility as: student factor x Boeckh Index x SPI square foot standard x state matching percentage.
- 5. "TC" means tax credit. This is calculated as:

$$\frac{(1+i)^{20}-1}{(1+i)^{20}}$$

- x average assed value for the dwelling unit
- x current school district capital property tax levy rate

where i = the current interest rate as stated in the ~~Bond Buyer Twenty Bond General Obligation Box index.~~

6. ~~"FC" means facilities credit. This is the value of any improvements listed in the district's capital facilities plan provided by the developer.~~
7. ~~"A" means an adjustment for the portion of anticipated additional tax revenues resulting from a development that is pro-ratable to system improvements contained in the capital facilities plan. The adjustment for school impacts is determined to be eighty five percent for single family residences and eighty five percent for each multifamily unit.~~

3.88.105 Resolution.

The council shall from time to time adopt a resolution or resolutions calculating the monetary amount of each component of the impact fee by using the formulas established by this chapter.

3.88.110 Computation of fees.

- A. The impact fee for nonresidential development shall be computed by applying the traffic impact fee component formula, ~~the parks impact fee component formula,~~ and the fire facility impact fee component formula, and then totaling the results. The impact fee for each residential dwelling unit shall be computed by applying the traffic impact fee component formula, the park impact fee component formula, the open-space impact fee component formula, the fire facility impact fee component formula, and the school impact fee component formula, and then totaling the results.
- B. If the development for which approval is sought contains a mix of residential and nonresidential uses, then the impact fee must be separately calculated for each type of use.
- C. The city council shall have the authority to adjust the standard impact fee at the time the fee is imposed to consider unusual circumstances peculiar to specific development activity to insure that impact fees are imposed fairly.
- D. Upon application by the developer of any particular development activity, the city council may consider studies and data submitted by the developer, and if warranted, may adjust the amount of the impact fee. Such adjustment shall be deemed warranted if:
1. The public facility improvements would not reasonably benefit the proposed development;
 2. The public facility improvements identified are not reasonably related to the proposed development;
 3. The formulae set forth for calculating the impact fee components do not accurately reflect traffic, park and open space, fire facility, or school impacts.

3.88.120 Collection of fees.

- A. The city shall collect impact fees, based on the schedules in Sections 3.88.060 through 3.88.100, from any applicant seeking a building permit from the city.
- B. Except as may be due to exemptions or credits provided pursuant to the applicable section of this code, or pursuant to an ~~independent fee calculation accepted by the community development director~~ adjustment of the fee as approved by the Director as outlined in Section 3.88.135, ~~or impact fees imposed by the community development director pursuant to Section 3.88.135,~~ the city shall not issue a building permit(s) for residential buildings or commercial or industrial tenant improvement unless and until the impact fees set forth in the schedules in this chapter have been paid.

- C. Notwithstanding subsection B, for the purposes of commercial or industrial uses, the community development director may allow for payment of impact fees up to but no later than final occupancy.
- D. Collection of impact fees may be deferred annually for the first twenty single-family residential construction building permits by an applicant until issuance of a certificate of occupancy or eighteen months from the original building permit issuance, whichever occurs first, upon application under the impact fee deferral program, subject to the provisions and conditions therein and RCW 82.02.050, and collection by the city of an administrative fee as established by the adopted fee schedule.

3.88.130 Exemptions.

- A. The following shall be exempted from the payment of all impact fees:

- 1. Replacement of a demolished or destroyed structure of the same size and use, and located on the same parcel or lot as that of the demolished or destroyed structure. Said replacement must occur within five years of the date the structure was demolished or destroyed.

The owner of a demolished or destroyed structure shall be required to submit a copy of a demolition permit, utility bill or other acceptable documentation that proves the structure in question existed within the appropriate time frame. The owner will receive a unit for unit exemption for residential uses. Exemptions for commercial or industrial users will be based on the level of impact generated by the new use as it compares to the existing or previous use.

Conversion of a lesser impact land use to a greater impact land use will require the payment of the appropriate impact fees. The new fee will be based on the total impact generated by the new land use, minus the similar impact fee associated with the existing land use. Conversion of a greater land use to a lesser land use will not be entitled to reimbursement of impact fees;

- 2. Alteration, expansion, enlargement, remodeling, rehabilitation or conversion of an existing unit where no additional units are created and the use is not changed;
- 3. The construction of accessory structures that will not create significant impacts on planned facilities;
- 4. Miscellaneous improvements, including, but not limited to, fences, walls, swimming pools and signs;
- 5. ~~A structure moved from one location within the city to another location within the city. The vacated lot will not be exempted from paying all appropriate impact fees. In the event the structure is moved outside the city, the vacant lot will be eligible for impact fee exemptions if all applicable criteria can be satisfied;~~
- 6. ~~Upon application therefore, the council may, on a case-by-case basis, exempt a public school district from payment of all or a portion of the impact fees imposed upon a public school development.~~

- ~~B. Except as otherwise provided pursuant to the terms of a voluntary agreement entered into between the city and a developer, the payment of fees, the dedication of land, or the construction of planned facilities by the developer pursuant to the terms of a voluntary agreement negotiated with the city with specific reference to the improvements identified in the capital facilities plans and in anticipation of the imposition of impact fees, and entered into between the city and a developer prior to the effective date of the ordinance codified in this chapter, shall be deemed to be complete mitigation for the impacts of the specific development on the planned facilities. The units in such development may be charged a reduced fee pursuant to an independent fee calculation under CMC Section 3.88.135. The developer shall provide the planning director documentation demonstrating compliance with the terms of the voluntary agreement.~~

- ~~C. Except as otherwise provided pursuant to the terms of a plat condition or a SEPA mitigation condition; the payment of fees, the dedication of land, or the construction of planned facilities by the developer pursuant to the terms of a plat condition or a SEPA mitigation condition negotiated with the city with specific reference to the improvements identified in the capital facilities plan and in anticipation of the imposition of impact fees, and imposed prior to the effective date of the ordinance codified in this chapter, shall be~~

~~deemed to be complete mitigation for the impacts of the specific development on the planned facilities. The units in such development may be charged a reduced fee pursuant to an independent fee calculation under CMC Section 3.88.135. The developer shall provide the planning director documentation demonstrating compliance with the terms of the voluntary agreement.~~

- ~~BD.~~ The ~~planning~~ director shall be authorized to determine whether a particular development activity falls within an exemption identified in this section, in any other section, or under other applicable law. Determinations of the ~~planning~~ director shall be in writing and shall be subject to the appeals procedures listed in Section 3.88.150 of the CMC.

3.88.135 Independent fee calculation.

- A. If the ~~planning~~ director believes in good faith that none of the impact fee categories or impact fee amounts set forth in the schedules in Sections 3.88.060 through 3.88.100 accurately calculate the impacts of a development activity on planned facilities, the ~~planning~~ director may ~~conduct~~ accept an independent fee calculation ~~s for consideration~~. The ~~planning director~~ city may impose alternative impact fees on a specific development activity based on these calculations. The resultant alternative impact fees ~~and the calculations~~ shall be set forth in writing and ~~shall be mailed~~ provided to the fee payer.
- B. If a ~~director determines an adjustment to the fees calculated~~ fee payer opts not to have the impact fees determined according to the schedules in Sections 3.88.060 through 3.88.100 may be warranted, then the fee payer shall prepare and submit to the ~~planning~~ director an independent fee calculation for the development activity for which final plat, PRD, PUD, binding site plan, or other development approval, or a building permit, is sought. While there is a presumption that the calculations set forth in the city's capital facilities plans and Sections 3.88.060 through 3.88.100 are valid, ~~the~~ documentation submitted shall show the basis upon which the independent fee calculation was made, including empirical data and analysis based on professional studies and other relevant information. The appropriate ~~department heads~~ director shall review the independent fee calculation ~~and provide an analysis to the planning director concerning whether the independent fee calculation shall be accepted, rejected, or accepted in part. The planning director may adopt, reject, or adopt in part, the independent fee calculation based on the analysis prepared by appropriate department heads, and~~ based on specific characteristics of the development activity, and/or principles of fairness. ~~The impact fees or alternative impact fees and the calculations shall be set forth in writing and shall be mailed to the fee payer.~~
- C. Any fee payer submitting an independent fee calculation will be required to pay the city a fee to cover the cost of reviewing the independent fee calculation in accordance with the city's adopted fee schedule. ~~The fee shall be five hundred dollars, unless~~ In the event it is necessary for the city to enlist the services of an outside consultant to assist in the review of the independent fee calculation. ~~In this instance,~~ the fee payer will be required to pay any consultant charges over the base ~~five hundred dollar amount~~ fee identified in the fee schedule. ~~Individual single family lots will be exempt from the review fee. The city shall require the fee payer to post a cash deposit of five hundred dollars prior to initiating the review.~~
- ~~D.~~ Determinations by any Director under this section may be appealed pursuant to CMC Section 3.88.150. ~~While there is a presumption that the calculations set forth in the city's capital facilities plans are valid, the planning director shall consider the documentation submitted by the fee payer and the analysis prepared by the appropriate department heads, but is not required to accept such documentation or analysis which the planning director reasonably deems to be inaccurate or not reliable, and may, in the alternative, require the fee payer to submit additional or different documentation for consideration. The planning director is authorized to adjust the impact fees on a case-by-case basis based on the independent fee calculation, the specific characteristics of the development activity, and/or principles of fairness. The impact fees or alternative impact fees and the calculations shall be set forth in writing and shall be mailed to the fee payer.~~
- ~~E.~~ Determinations made by the planning director pursuant to this section may be appealed to the planning commission.

3.88.140 Credits.

A. Development Credit.

- (1) A developer (as defined in CMC 3.88.030) shall be entitled to a credit against the applicable impact fee for the dedication of land or the for the design or engineering or construction of an "eligible improvement." For purposes of this section, an eligible improvement shall mean an improvement or real property that is identified in one of the City's Capital Facilities Plan as being funded by impact fees, in the amount(s) identified and/or calculable in the Capital Facilities Plan.
- (2) The amount of the credit shall be the dollar amount assigned to the improvement or to the land in the Capital Facilities Plan. Where only a portion of the improvement is constructed or a portion of the land is dedicated, the amount of the credit shall be pro-rated.
- (3) Credits earned for one category of impact fee, e.g. traffic, may not be applied against a different category of impact fee, e.g. schools.
- (4) Approval from the city council shall be required prior to the start of the construction or dedication of any eligible improvement. "Approval" in the context of this subsection (4) shall be satisfied if the city, requires the construction of the eligible improvement as a condition of approval for a land use application. If a developer wishes to construct an eligible improvement that is not otherwise a condition to an approved land use application, prior approval must be obtained from the city council.
- (5) Credits shall be issued as follows:
 - (A) For traffic, fire, and parks and open space impact fees, no credits shall be granted until either the eligible improvements have been ~~designed, engineered or~~ constructed by the developer and such work has been accepted by the city ~~council~~; or until the land has been dedicated by the developer and such dedication has been accepted by the city ~~council~~.
 - (B) For school impact fees, no credit shall be granted ~~until the school board adopts a resolution certifying that the eligible improvements have been designed or engineered or constructed and accepted by the school board, or that the land has been dedicated and accepted by the school board. The resolution shall further~~ without written authorization from the school district to the City identifying the dollar amount of the credit, ~~and~~ the developer to whom the credit should be issued, ~~and a description of the improvements completed associated with the credit.~~
- (6) If impact fees become due and payable prior to the developer becoming eligible for the issuance of credits as provided for in section (5), the developer may apply to the community development director to defer collection of the impact fees until construction or dedication is completed. The community development director may condition deferral upon:
 - a) The developer posting a bond or other financial security satisfactory to the city in an amount equal to one hundred twenty-five percent (125%) of the deferred impact fees, which bond or other financial security shall be conditioned upon the developer either paying the deferred impact fees or completing construction or dedication within a specified time, or
 - b) The withholding of an occupancy permit, or
 - c) Such other conditions acceptable to the city.
- ~~(7) If the developer is dissatisfied with the decision of the community development director, the developer may seek to have that decision reviewed by the city council.~~
- (8) Upon acceptance of the eligible improvement, the developer ~~identified in the motion or resolution~~ may submit an application for the impact fee credit to the ~~city's finance department on a form to be created by the finance department~~ director. After submission of a credit application and verification of entitlement thereto, ~~the finance department shall issue a credit voucher to the developer specifying the amount of the impact fee credit and the type of credit~~ the director shall submit to the City Council

for concurrence. Upon ratification, the director or finance department shall issue a credit in writing to the developer specifying the type and amount of credit.

- (9) The credit may, at the option of the developer, be applied all or in part to the impact fees owing for the developer's project.
- (10) To the extent the credit exceeds the amount of the impact fee owed by the developer, or the developer chooses not to apply the impact fee to the developer's project, the unused credit may be applied to a different project of the developer or transferred to another developer to be applied to that developer's development project.
- (11) Before the impact fee credit can be transferred to a different developer, the holder of the impact fee credit shall file with the finance department an application to transfer the credit on a form to be created by the finance department. The application shall identify the transferee, and the amount and type of the impact fee credit being transferred. The transfer application shall be accompanied by an administrative fee in an amount as may be set by resolution of the city council.
- (12) When credits are to be redeemed, the holder of the impact fee credit shall file an application for redemption on a form to be created by the finance department. The application for redemption shall be accompanied by an administrative fee in such amount as may be set by resolution of the city council. When impact fee credits are being redeemed, such redemption shall not allow the impact fee credits to be prorated among more than one residential lot in amounts that are less than the then existing impact fee per lot. (For example, where impact fees are five thousand dollars per residential lot and a developer wishes to redeem eleven thousand dollars worth of credits, the developer shall not be allowed to apply one thousand dollars per residential lot over eleven lots. The developer may apply five thousand dollars to two residential lots and one thousand dollars to one residential lot.)
- (13) The finance department shall be responsible for maintaining appropriate records documenting the issuance, transfer, and redemption of impact fee credits.
- (14) Expiration of credits. Any credits issued after the effective date of this ordinance shall expire and become null and void ten (10) years from the date of ratification by the city council of the original credit. Transferring of credits or partial use of credits shall in no event extend the expiration date or further use of credits.

- B. Low-Income Housing Credit. A credit of seventy-five percent of the total impact fees assessed for parks, open space, fire and transportation shall be given to housing which meets the requirements of low-income housing as defined in Section 3.88.030.
- C. Industrial Expansion Credit. Collection of the impact fee for industrial development which is projected to generate annual property taxes payable to the city in excess of one hundred thousand dollars shall be deferred for three years. If the industrial development is obligated to pay to the city real property taxes averaging one hundred thousand dollars per year or more for the three-year deferral period, then the developer shall be entitled to a credit against impact fees equal to twenty-five percent of the total real property taxes paid by such developer during the three-year deferral period. In the event that the credit calculated hereunder exceeds the amount of the impact fee, the city shall have no obligation to reimburse the difference to the developer. The deferral period shall commence in the first year during which the initial phase of improvements have been completed and are placed on the real property tax assessment rolls.

3.88.150 Appeals.

A. A developer may appeal the amount of any impact fee determined by the Director to the City Hearing Examiner. The developer shall have the burden of proving:

1. An error was committed in calculating the assessment of the impact fee or the developer's proportionate share.
2. Such fee does not mitigate a direct impact.

3. The City based its determination on incorrect data. A developer may also submit such other information deemed relevant or appropriate for the purpose of disputing the impact fee.

B. The Director shall meet with the developer and such other parties as are deemed necessary in order to resolve the dispute. If the dispute is not resolved by the Director, the developer may appeal the imposition of the impact fee to the Hearing Examiner. The Hearing Examiner only determines whether the fee is reasonable, but does not make any adjustment thereto. The Hearing Examiner may remand the matter to the applicable Department for further consideration consistent with the Hearing Examiner's decision.

C. An appeal from a decision of the Director must be filed with the Hearing Examiner within 10 calendar days of the Director's written decision regarding the fee amount.

~~Any person aggrieved by the amount of the impact fee calculated and imposed upon a particular development activity may appeal such determination to the board of adjustment by filing written notice of appeal with the city clerk within twenty days of the issuance of the determination of the impact fee. The chairman of the board of adjustment shall cause a notice of the time and place of hearing to be mailed to the developer. At such hearing, the developer shall be entitled to be heard and to introduce evidence on his own behalf. The board of adjustment shall thereupon ascertain the amount of the impact fee, and the city clerk shall immediately notify the developer thereof, by mail.~~

~~(Ord. 1873 § 15, 1992)~~

3.88.160 Accounting procedures—Reports.

- A. All impact fees collected shall be deposited in the growth management act capital projects fund. The finance director shall establish separate designated reserve accounts for public roads and streets, for fire facilities, for school facilities, and for public park, open space, and recreational facilities, and shall maintain records for each such account. All interest earned by the fund shall be allocated to the separate designated reserve accounts in the same proportion that the balance of each reserve account bears to the total fund balance. All interest shall be retained in the account and expended for the purposes for which the impact fees were imposed.
- ~~B. The finance director shall provide an annual report on or before April 1st of each year for the previous calendar year on each impact fee account showing the source and amount of the moneys collected, earned or received, and system improvements that were financed in whole or in part by impact fees.~~
- ~~€B.~~ Pursuant to and consistent with the requirements of RCW 82.02.060, the capital facilities plans have provided adjustments for future taxes to be paid by the developer, which are earmarked or proratable to the planned facilities which will serve the development activity. The impact fee schedules in Sections 3.88.060 through 3.88.100 have been reasonably adjusted for taxes and other revenue sources which are anticipated to be available to fund particular planned facilities.

3.88.170 Expenditure of fees.

- A. Impact fees for system developments shall be expended only in conformance with the capital facilities plan. Impact fees shall be expended or encumbered for a permissible use within ~~six-ten~~ years of collection, unless there exists an extraordinary and compelling reason for fees to be held longer than ~~six-ten~~ years. Such extraordinary or compelling reasons shall be identified in written findings by the city council.
- B. Pursuant to this chapter:
1. Impact fees collected for public streets and roads, impact fees for publicly owned parks, open space and recreational facilities, and impact fees for fire protection facilities shall be used solely for those respective purposes, and only those that will reasonably benefit the development activity.
 2. Impact fees shall not be imposed to solely benefit existing customers unless otherwise allowed by law.

~~Impact fees shall not be imposed to make up for deficiencies in existing facilities serving existing developments.~~

3. Impact fees shall not be used for maintenance or operation.
- C. Impact fees may be spent for planned facilities, including but not limited to planning, land acquisition, construction, engineering, architectural, permitting, financing, and administrative expenses, applicable impact fees or mitigation costs, capital equipment pertaining to planned facilities, and any other similar expenses which can be capitalized.
- D. Impact fees may also be used to recoup city improvement costs previously incurred by the city to the extent that new growth and development activity will be served by the previously constructed improvements or incurred costs.
- E. In the event that bonds or similar debt instruments are or have been issued for the advanced provision of city improvements for which impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities or improvements provided are consistent with the requirements of this section and are used to serve the development activity.

3.88.180 Refunds.

- A. The current owner of property on which an impact fee has been paid may receive a refund of such fee if the city fails to expend or encumber the impact fees within ~~six-ten~~ years of collection, or such greater time as may be established in written findings by the city council documenting extraordinary or compelling reasons for extension beyond ~~six-ten~~ years. In determining whether impact fees have been encumbered, impact fees shall be considered encumbered on a first-in, first-out basis. The current owner likewise may receive a proportionate refund when the public funding of applicable service area projects by the end of such ~~six-ten~~-year period has been insufficient to satisfy the ratio of public to private funding for such service area as established in the capital facilities plan. The city shall notify potential claimants by first class mail deposited with the United States Postal Service at the last known address of each claimant.
- B. The request for a refund must be submitted to the city council in writing within one year of the date the right to claim a refund arises or within one year of the date notice is given, whichever is later. Any impact fees that are not expended within these time limitations, and for which no application for refund has been made as herein provided, shall be retained and expended on the indicated capital facilities. Refunds of impact fees under this subsection shall include any interest earned on the impact fees.
- C. A developer may request and shall receive a refund, including any interest earned on the impact fees, when the developer does not proceed with the development activity and no impact has resulted. All refunds shall be provided on a dollar for dollar basis according to the original payment.
- D. Any administrative fee and/or application fee are not eligible for a refund.
- E. Refunds will not be made for amounts less than \$100.00.
- F. The applicant must submit a written request for a refund and provide a receipt of impact fees paid. No refund will be processed prior to cancellation of any applicable permit, land use or approval or pending application thereof.

3.88.190 Impact fee as additional and supplemental requirement.

The impact fee is additional and supplemental to, and not in substitution of, any other requirements imposed by the city on the development of land or the issuance of building permits; provided, that any other such city development regulation which would require the developer to undertake dedication or construction of a facility contained within the city capital facility plan shall be imposed only if the developer is given a credit against impact fees as provided for in this chapter.

3.88.200 Review of impact fees.

The impact fee schedules set forth in Sections 3.88.060 through 3.88.100 shall be reviewed and amended by the city council as it may deem necessary and appropriate, ~~in conjunction with the annual update of the capital facilities plan element of the city's comprehensive plan.~~

RESOLUTION NO. 25-001

A RESOLUTION of the City Council of the City of Camas, Washington opposing any extension of Light Rail as part of the I-5 Interstate Bridge Replacement project.

WHEREAS, the City of Camas believes it is critically important to replace the I-5 Interstate Bridge given its age and condition, which acts to impede private and commercial traffic capacity and creates potential hazards for all commuters, including residents of the City; and

WHEREAS, the proposed I-5 Interstate Bridge Replacement project (IBR Project) includes an extension of Light Rail (LRT) some 9,690 feet from Delta Park to downtown Vancouver; and

WHEREAS, the documented cost of the LRT component of the IBR Project would require \$2,000,000,000 for capital infrastructure; and

WHEREAS, in addition \$21,790,090 is anticipated to be expended for the annual operating expenses of LRT upon completion, of which \$1,551,920 must be paid by C-TRAN and the municipalities which support it, including Camas, through their continuing .7% sales tax contribution; and

WHEREAS, the annual operating expense obligation is expected to increase, with the sales tax contribution of the municipalities to rise to a minimum of .9% sales tax revenue or more; and

WHEREAS, C-TRAN, supported by the tax dollars of the City of Camas and other municipalities, currently provides public transportation services over the I-5 Interstate Bridge which have been operated in an efficient and effective manner; and

WHEREAS, the C-TRAN services in this area and for Clark County in general provide flexible and frequent routes for our residents using a variety of vehicles and propulsion modes

that are responsive to current and future ridership needs, all in compatibility with the vehicular infrastructure which will be part of and developed for the IBR Project; and

WHEREAS, maintaining the current level of service in the operations of C-TRAN over the I-5 Interstate Bridge would not require any special engineering or vehicular weight considerations absent the inclusion of the LRT component; and

WHEREAS, the LRT component of the IBR Project is further superfluous to the actual needs of our community, given the historically low ridership on the C-TRAN Commuter Express to downtown Portland due to multiple factors including decreased downtown employment, high commercial vacancy rates, shifting business and work patterns, increased remote work opportunities and increased employment opportunities present in Clark County, all of which do not support a Light Rail project that was designed to support an anticipated rise in ridership; and

WHEREAS, in the event C-TRAN ridership in the I-5 corridor does in fact increase in the future, there are cost-effective, flexible resources which would be readily engaged to support it, without the necessity of any Light Rail component; and

WHEREAS, as relates the residents of Camas and their adjacency to the I-205 Bridge, which cannot support Light Rail infrastructure, the perceived benefit of LRT as part of the IBR Project is limited to the I-5 corridor only; and

WHEREAS, at a time when all governmental budgets are under scrutiny, with significant competition for resources related to providing the core functions essential to our residents, the Camas City Council is united in concluding that the capital and maintenance costs of the LRT component of the IBR Project is too burdensome to our city and residents, would provide little to no benefit now or in the future, and should not be included as part of the IBR Project.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Camas as follows:

Section I

The City states its opposition to the Light Rail extension as part of the I-5 Interstate Bridge Replacement project and urges this component to be removed in its entirety.

ADOPTED at a regular meeting of the Council of the City of Camas, this 3rd day of February, 2025.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney