



City Council Regular Meeting Agenda Monday, December 18, 2023, 7:00 PM Council Chambers, 616 NE 4th AVE

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

To observe the meeting (no public comment ability)

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

To participate in the meeting (able to public comment)

- go to <https://us06web.zoom.us/j/88544014593> (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. [December 4, 2023 Camas City Council Regular and Workshop Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [Interlocal Agreement for 2023-2029 Commute Trip Reduction
\(Submitted by James Carothers, Engineering Manager\)](#)
4. [\\$598,900 Windsor Engineering Inc. City Facilities HVAC, Electrical and Plumbing
Improvements \(James Carothers, Engineering Manager\)](#)
5. [Interlocal Agreement with Clark County for an Update to the Comprehensive Solid
Waste Management Plan
\(Submitted by Steve Wall, Public Works Director\)](#)
6. [\\$21,000.00 Ecological Land Services \(ELS\) Northwest 38th Avenue Phase 1
Wetland Mitigation and Monitoring Professional Services Agreement Amendment
3
\(Submitted by James Carothers, Engineering Manager\)](#)

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7. [\\$49,450.00 Ecological Land Services \(ELS\) Northwest 38th Avenue Phase 2 Wetland Mitigation and Monitoring Professional Services Agreement Amendment 4](#)
(Submitted by James Carothers, Engineering Manager)
8. [Department of Commerce Middle Housing Planning Grant Agreement](#)
(Submitted by Alan Peters, Community Development Director)
9. [Crown Park and South Lacamas Creek Trailhead Improvement Projects Equipment Purchase](#) (Submitted by Trang Lam, Parks & Recreation Director)

NON-AGENDA ITEMS

10. Staff
11. Council

MAYOR

12. Mayor Announcements

MEETING ITEMS

13. [Ordinance No. 23-022 Weakley Road Annexation](#)
[Presenter: Robert Maul, Planning Manager](#)
[Time Estimate: 5 minutes](#)
14. [Resolution No. 23-011 Right of Way Vacation Request for 1804 NW Edgehill Drive](#)
[Presenter: Rob Charles, Utilities Manager](#)
[Time Estimate: 10 minutes](#)

PUBLIC COMMENTS

EXECUTIVE SESSION

15. Executive Session - Topic: Potential Litigation (RCW 42.30.110)
Time Estimate: 30 Minutes

CLOSE OF MEETING



City Council Workshop Minutes - Draft
Monday, December 4, 2023, 4:30 PM
Council Chambers, 616 NE 4th AVE

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

CALL TO ORDER

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

ROLL CALL

Present: Council Members Marilyn Boerke, Don Chaney, Tim Hein, Leslie Lewallen, John Nohr (joined the meeting at 5:13 p.m.), and Jennifer Senescu

Remote: Council Member Bonnie Carter

Staff: Sydney Baker, James Carothers, Rob Charles, Carrie Davis, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Tina Jones, Trang Lam, Robert Maul, Alan Peters, Doug Quinn, Bryan Rachal, Heidi Steffensen, Connie Urquhart, and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post Record (joined at 4:44 p.m.)

PUBLIC COMMENTS

Dave Lattanzi , Camas, commented about Crown Park.

Steve Lorenz, Camas, commented about Crown Park.

Ellen Burton, Camas, commented about Crown Park.

WORKSHOP TOPICS

1. Crown Park and South Lacamas Creek Trailhead Improvement Projects – Equipment Purchase
Presenter: Trang K. Lam, Parks & Recreation Director

This item will be placed on the December 18, 2023 Regular Meeting Consent Agenda for Council's consideration.

2. Commute Trip Reduction Interlocal Agreement Renewal
Presenter: James Carothers, Engineering Manager

This item will be placed on the December 18, 2023 Regular Meeting Consent Agenda for Council's consideration.

3. City Facilities HVAC, Electrical and Plumbing Professional Services Agreement
Presenter: James Carothers, Engineering Manager

This item will be placed on the December 18, 2023 Regular Meeting Consent Agenda for Council's consideration.

4. Public Right-of-Way Vacation Request for 1804 NW Edgehill Drive
Presenter: Rob Charles, Utilities Manager

A Resolution for this item will be placed on the December 18, 2023 Regular Meeting Agenda.

5. 2024 Clark County Transportation Alliance Policy Statement
Presenter: Steve Wall, Public Works Director

This item is on the December 4, 2023 Regular Meeting Consent Agenda for Council's consideration.

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

Quinn commented about the Camas-Washougal Fire Department Interlocal Agreement.

Peters commented about the Downtown Comprehensive Plan.

COUNCIL COMMENTS AND REPORTS

Lewallen attended the Parks and Recreation Commission meeting. Lewallen commented about citizen concerns regarding Crown Park and homelessness.

Senescu attended Hometown Holidays. Senescu commented about Wreaths Across America, Camas Little League, and homelessness.

Boerke commented about Crown Park and homelessness. Boerke attended Hometown Holidays.

Carter attended the Joint Policy Advisory Committee (JPAC) meeting and the Finance Committee meeting.

Chaney thanked Communications Director Bryan Rachal for his efforts during Hometown Holidays. Chaney commented about Crown Park, homelessness, and fireworks.

Hein thanked citizens for their comments about Crown Park, fireworks, and C-TRAN. Hein attended Hometown Holidays and the Salvation Army "Red Kettle Kickoff" event at Fishback Stadium.

Nohr attended the JPAC and Fireworks committee meetings. Nohr attended Hometown Holidays.

Mayor Hogan commented about the Camas-Washougal Interlocal Agreement and Wreaths Across America occurring on Saturday, December 16, 2023 at the Camas Cemetery. Hogan thanked the staff and volunteers for their efforts during Hometown Holidays.

PUBLIC COMMENTS

No one from the public wished to speak.

CLOSE OF MEETING

The meeting closed at 6:02 p.m.



City Council Regular Meeting Minutes – Draft
Monday, December 4, 2023, 7:00 PM
Council Chambers, 616 NE 4th AVE

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Remote: Council Member Bonnie Carter

Staff: Sydney Baker, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Tina Jones, Trang Lam, Shawn MacPherson, Alan Peters, Doug Quinn, Bryan Rachal, Heidi Steffensen, Connie Urquhart, and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post Record (joined at 7:15 p.m.)

OATH OF OFFICE

1. Oath of Office for Short Term – Council Members John Nohr and Jennifer Senescu
 Presenter: Shawn MacPherson, City Attorney

MacPherson administered the Oath of Office to Council Member Senescu and Council Member Nohr for their short terms ending on December 31, 2023.

PUBLIC COMMENTS

Lauren Collis, Camas, commented about contracts.

Dan Durringer, Camas, commented about city government.

CONSENT AGENDA

2. November 20, 2023 Camas City Council Regular and Workshop Meeting Minutes
3. \$1,614,175.04 Automated Clearing House Deposits 700284-700310 and Claim Checks 156279-156374. \$3,027,288.34 Automated Clearing House, Direct Deposit, Payroll Check 7950 and Payroll Accounts Payable Checks 154499-

154509. \$39,303.25 Automated Clearing House, Direct Deposit, Payroll Checks 7951-7953. Volunteer Firefighter Yearly Payout. Approved by Finance Committee

4. \$1,432,445 HDR, Inc. Task Order #4 with ten percent change order authorization (Submitted by Rob Charles, Utilities Manager)
5. 2024 Clark County Transportation Alliance Policy Statement (Submitted by Steve Wall, Public Works Director)

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

NON-AGENDA ITEMS

6. Staff

No additional comments.

7. Council

Lewallen attended the City School Subcommittee meeting.

MAYOR

8. Mayor Announcements

Hogan commented about Wreaths Across America occurring on December 18, 2023 at the Camas Cemetery.

9. Citizen Reappointments
Presenter: Steve Hogan, Mayor

It was moved by Boerke, and seconded, to approve the Mayor's citizen reappointments to the Library Board of Trustees, Planning Commission, and Parks and Recreation Commission. The motion passed with majority vote.

**Boerke – Yay
Carter – Yay
Chaney – Yay
Hein – Yay
Lewallen – No
Nohr – Yay
Senescu – Yay**

MEETING ITEMS

10. Weakley Annexation – 60% Public Hearing
Presenter: Robert Maul, Planning Manager

Mayor opened the public hearing at 7:29 p.m. The following residents provided

testimony:

Jamie Howsley
Debbie Prentice
Katie Real
June Frick
Jason Vultaggio
Roy Thorley
Ricky Drake
Eugene Real
Dale Wheeler
Jane Fielding
Sarah Bay

Mayor Hogan called a five-minute recess at 7:55 p.m.

Mayor Hogan unexpectedly left at 7:55 p.m. and Mayor Pro Tem Chaney became the chair and reconvened the meeting at 8:00 p.m.

The following residents continued to provide testimony:

Brody Woodruff
Katie Fielding
Lucy Wheeler
Michael Jordan
Teresa Jordan
Darren Harris
Deedee Vultaggio
Darren Woodruff
Rachel Wellbeth
Canaan Zigler
Cindy Hammond
Nicole Swendsen

The public hearing closed at 8:29 p.m.

It was moved by Boerke, and seconded, to approve the proposed Weakley Road Annexation and direct the City Attorney to prepare an adoptive ordinance for the December 18, 2023 Council Meeting. The motion passed with majority vote.

**Boerke – Yay
Carter – Yay
Chaney – Yay
Hein – No
Lewallen – No
Nohr – Yay
Senescu – No**

Mayor Pro Tem Chaney called a five-minute recess at 9:00 p.m.

Mayor Pro Tem Chaney reconvened the meeting at 9:05 p.m.

11. Ordinance 23-016 Amending Camas Municipal Code (CMC) 13.32 Water Use Regulations Code Revisions Pertaining to Water System Backflow Prevention
Presenter: Rob Charles, Utilities Manager

It was moved by Hein, and seconded, to adopt Ordinance No. 23-016 Amending Camas Municipal Code 13.32 Water Use Regulations Code Revisions Pertaining to Water System Backflow Prevention and publish according to law. The motion passed unanimously.

12. Public Hearing for Ordinance No. 23-012 Amending the 2023 Budget
Presenter: Debra Brooks, Financial Analyst and Cathy Huber Nickerson, Finance Director

Mayor Pro Tem opened the public hearing at 9:10 p.m. No one wished to speak.

The public hearing closed at 9:11 p.m.

It was moved by Boerke, and seconded, to adopt Ordinance No. 23-012 Amending the 2023 Budget and publish according to law. The motion passed.

**Boerke – Yay
Carter – Yay
Chaney – Yay
Hein – Yay
Lewallen – Yay
Nohr – Yay
Senescu – Yay**

13. Public Hearing for Ordinance No. 23-021 Amending the 2024 Budget
Presenter: Cathy Huber Nickerson, Finance Director

Mayor Pro Tem opened the public hearing at 9:14 p.m. No one wished to speak.

The public hearing closed at 9:15 p.m.

It was moved by Nohr, and seconded, to adopt Ordinance No. 23-021 Amending the 2024 Budget and publish according to law. The motion passed.

**Boerke – Yay
Carter – Yay
Chaney – Yay
Hein – Yay
Lewallen – Yay
Nohr – Yay
Senescu – Yay**

14. Ordinance No. 23-017 Amending Camas Municipal Code 13.36.010 Pertaining to Water Rates
Presenter: Steve Wall, Public Works Director

It was moved by Boerke, and seconded, to adopt Ordinance No. 23-017 Amending Camas Municipal Code 13.36.010 Pertaining to Water Rates and publish according to law. The motion passed by majority vote.

**Boerke – Yay
Carter – Yay
Chaney – Yay
Hein – Yay
Lewallen – No
Nohr – Yay
Senescu – Yay**

15. Ordinance No. 23-018 Amending Camas Municipal Code 13.64.010 Pertaining to Sewer Rates
Presenter: Steve Wall, Public Works Director

It was moved by Nohr, and seconded, to adopt Ordinance No. 23-018 Amending Camas Municipal Code 13.64.010 Pertaining to Sewer Rates and publish according to law. The motion passed unanimously.

16. Ordinance No. 23-019 Amending Camas Municipal Code 13.89.040 Pertaining to Stormwater Rates
Presenter: Steve Wall, Public Works Director

It was moved by Boerke, and seconded, to adopt Ordinance No. 23-019 Amending Camas Municipal Code 13.89.040 Pertaining to Stormwater Rates and publish according to law. The motion passed by majority vote.

**Boerke – Yay
Carter – Yay
Chaney – Yay
Lewallen – No
Nohr – Yay
Senescu – Yay**

17. Ordinance No. 23-020 Amending Camas Municipal Code 13.84.010 Pertaining to Solid Waste Rates
Presenter: Steve Wall, Public Works Director

It was moved by Hein, and seconded, to adopt Ordinance No. 23-020 Amending Camas Municipal Code 13.84.010 Pertaining to Solid Waste Rates and publish according to law. The motion passed unanimously.

PUBLIC COMMENTS

No one from the public wished to speak.

EXECUTIVE SESSION

18. Executive Session – Topic: Potential Litigation (RCW 42.30.110)
Time Estimate: 20 Minutes

The Council met in Executive Session to discuss potential litigation. No decisions were made. Executive session began at 9:25 p.m.

Those in attendance were Mayor Hogan and Council Members Boerke, Chaney, Hein, Lewallen, Nohr, and Senescu. Staff members were Shawn MacPherson, City Attorney, Doug Quinn, City Administrator, Cliff Free, Fire Chief, and Cathy Huber Nickerson, Finance Director.

Mayor Pro Tem Chaney reconvened the meeting at 9:45 p.m. to extend the executive session an additional ten-minutes.

Mayor Pro Tem Chaney reconvened the meeting at 9:55 p.m. to extend the executive session an additional ten-minutes.

Mayor Pro Tem Chaney reconvened the meeting at 10:05 p.m.

CLOSE OF MEETING

The meeting closed at 10:05 p.m.

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

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

Recitals:

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

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

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

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

II. Funding.

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

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

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

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

VI. Disbursement Provisions:

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

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

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

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

[SIGNATURE PAGE FOLLOWS – REMAINDER OF PAGE INTENTIONALLY BLANK]


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

CITY OF VANCOUVER

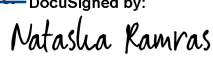
DocuSigned by:

 By: 75A9183485CA467...
 By: Eric Holmes, City Manager (or Designee)

Approved as to Form:

DocuSigned by:

 By: 9A7DC2E31E694A2
 By: Vancouver City Attorney

Attest:

DocuSigned by:

 By: BCF6734E40E94AE...
 By: Vancouver City Clerk

CLARK COUNTY

By: _____
 By: Clark County, Washington Clark County Council

Approved as to Form:

By: _____
 By: Clark County Deputy Prosecuting Attorney

CITY OF CAMAS

By: _____
 By: Mayor/City Manager

Approved as to Form:

By: _____
 By: Camas City Attorney

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

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

Introduction

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

1. Organization

City of Vancouver

2. Agreement number

PTD0832

3. Local agency contact

Olivia Kahn

360-487-7939

Olivia.Kahn@cityofvancouver.us

4. Employer engagement

Agency Responsibility: City of Vancouver

A. Identify worksites and employee transportation coordinators.

Activities:

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

Deliverables:

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

B. Engage and train employee transportation coordinators.

Activities:

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

Deliverables:

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

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

Activities:

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

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

Deliverables:

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

D. Enable incentives, subsidies, and disincentives.

Activities:

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

Deliverables:

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

5. Commute trip reduction plan

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

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

Activities:

- Follow WSDOT timeline for plan development and adoption.

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

Deliverables:

- Draft and Final local Commute Trip Reduction Plans.

6. Performance reporting

Agency Responsibility: City of Vancouver

A. Worksite surveys.

Activities:

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

Deliverables:

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

B. Program reports.

Activities:

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

Deliverables:

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

C. Worksite needs assessments.

Activities:

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

Deliverables:

- Worksite needs assessment reports and/or action plans.

7. Administration

Agency Responsibility: City of Vancouver

A. Financial management

Activities:

- Complete quarterly billing to WSDOT.

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

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

Deliverables:

- Invoices.
- Financial records.
- Grant application.

B. Program management

Activities:

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

Deliverables:

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

C. Policymaker engagement

Activities:

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

Deliverables:

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

D. Community of practice

Activities:

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

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

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

Deliverables:

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

E. Interagency coordination to maintain local policy requirements

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

Activities:

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

**EXHIBIT B
COMMUTE TRIP REDUCTION IMPLEMENTATION AGREEMENT**

[SEE NEXT PAGE]



**Washington State
Department of Transportation**

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

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

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

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

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

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

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

SCOPE OF WORK AND BUDGET

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

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

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

Section 2

Purpose of Agreement

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

Section 3

Scope of Project

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

Section 4

Term of Agreement

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

Section 5

General Compliance Assurance

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

Section 6

Administrative Work Plan

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

Section 7

CTR or GTEC Plan

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

Section 8

Survey Coordination

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

Section 9

Database Updates

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

Section 10

Use of State Funds for Incentives

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

Section 11

Coordination with Regional Transportation Planning Organizations (RTPO)

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

Section 12

Project Records

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

Section 13 Reimbursement and Payment

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

Section 14 Assignments and Subcontracts

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

Section 15 Funding Distribution

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

Section 16

Reports

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

Section 17

Implementation Plans

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

Section 18

Energy Credit

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

Section 19

No obligation by the state government

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

Section 20

Personal Liability of Public Officers

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

Section 21

Ethics

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

Section 22

Civil rights

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

Section 23

Compliance with Laws and Regulations

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

Section 24

Environmental and Regulatory Requirements

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

Section 25

Accounting Records

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

Section 26

Audits, Inspections, and Records Retention

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

Section 27

Labor Provisions

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

Section 28

Changed Conditions Affecting Performance

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

Section 29

Remedies for Misuse or Noncompliance.

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

Section 30

Disputes

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

Section 31

Termination

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

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

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

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

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

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

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

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

Section 32

Agreement Modifications

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

Section 33

Recapture Provision

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

Section 34

Forbearance by WSDOT Not a Waiver

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

Section 35

Waiver

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

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

Section 36

Limitation of Liability and Indemnification

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

Section 37

Agreement Modifications

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

Section 38 WSDOT Advice

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

Section 39 Venue and Process

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

Section 40 Subrogation

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

Section 41 Severability

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

Section 42

Counterparts

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

Section 43

Complete Agreement

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

Section 44

Execution

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

Section 45

Order of Precedence

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

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

Section 46

Execution

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

Section 47
Agreement Close Out

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

Section 48
Binding Agreement

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

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

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

CONTRACTOR

Brian Lagerberg, Director
Public Transportation Division

Authorized Representative

Title

Print Name

Date

Date



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

City Facilities HVAC, Electrical, and Plumbing Improvements

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

1. **Project Designation.** The Consultant is retained by the City to perform professional services in connection with the project designated as the **City Facilities HVAC, Electrical, and Plumbing Improvements**.
2. **Scope of Services.** Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **December 31, 2025** unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$598,900** under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in Exhibit "A" (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in Exhibit "C".
 - b. The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

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

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

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

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

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

- 8. Consultant's Liability Insurance.
 - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
 - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be

responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

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

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

12. Confidentiality. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
 - a. The Consultant, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

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

Lower Tier Covered Transactions

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

15. Intellectual Property.

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

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

 Notices to Consultant shall be sent to the following address:
 Travis Tormanen
 Windsor Engineering Inc.
 27300 NE 10th AVE
 Ridgefield, WA 98642
 PH: 360-610-4931
 EMAIL: ttormanen@windsorengineers.com
 21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
 22. Arbitration Clause. If requested in writing by either the City or the Consultant, the City and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M office in

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

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

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

DATED this _____ day of _____, 20__.

CITY OF CAMAS:

Windsor Engineering Inc.:
Authorized Representative

By _____

DocuSigned by:
By Travis Tormanen
E79C62F0E7EE46D...

Print Name _____

Travis Tormanen
Print Name _____

Title _____

Partner
Title _____

12/12/2023
Date _____

EXHIBIT “A” SCOPE OF SERVICES

Project Summary

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

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

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

Phase 2 – Camas City Hall/Station 41

Approximate Construction Cost: \$ 4.14 million (estimated)

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

General

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

Mechanical Systems

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

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

Electrical System

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

Task 1 – PM & BIM Support

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

Task 2 - Pre-Design

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

Task 3 - Permit Documents (vesting)

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

Task 4 - Construction Documents

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

Task 5 - Bid Support

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

Task 6 - Construction Administration

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

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

General

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

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

Mechanical System

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

Electrical System

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

Plumbing System

- Gas piping and distribution from new meter to equipment

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

Task 1 – PM & BIM Support

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

Task 2 – Pre-Design

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

Task 3 – Permit Documents (vesting)

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

Task 4 - Construction Documents

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

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

Task 5 - Bid Support

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

Task 6 - Construction Administration

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

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

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

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

Phase 2 (Camas City Hall / Station 41)

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

Exclusions

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

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

Assumptions

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

EXHIBIT “B” COSTS FOR SCOPE OF SERVICES

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

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

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

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

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

Phase 2 (Camas City Hall)

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

**EXHIBIT “C”
CONSULTANT BILLING RATES**

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

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

EXHIBIT “D” TITLE VI ASSURANCES

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

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

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

INTERLOCAL AGREEMENT**HDC.2157**

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666

and

CITY OF CAMAS616 NE 4th Avenue, Camas, WA 98607

Item 5.

Project: Update to Comprehensive Solid Waste Management Plan
Contract Name: CCPH City of Camas CSWMP Interlocal HDC.2157
Contract Period: Upon Execution-Ongoing

County Contacts		
Program	Fiscal	Contract
Joelle Loescher 360.397.8126 Joelle.Loesch@clark.wa.gov	Kayla Mobley 564.397.8235 Kayla.Mobley@clark.wa.gov	Holly Barnfather 360.949.6965 GCTt@clark.wa.gov

City Contacts		
Program	Fiscal	Contract
Steve Wall Public Works Director 360.817-7899 swall@cityofcamas.us	Cathy Huber Nickerson Finance Director 360-834-2462 chuber@cityofcamas.us	Procurement Specialist 360-834-2462 finance@cityofcamas.us

This Contract for governmental services, where both parties are public agencies, pursuant to RCW 39.34.080 is entered into between Clark County, hereinafter referred to as County, and City of Camas, hereinafter referred to as City. County and City agree to all terms and conditions, exhibits, and requirements of this contract.

CITY OF CAMAS**CLARK COUNTY**_____
Steven C. Hogan, Mayor Date_____
Kathleen Otto, County Manager Date

Attest

APPROVED AS TO FORM ONLY:

City Clerk_____
Amanda Migchelbrink Date
Deputy Prosecuting Attorney

APPROVED AS TO FORM ONLY:

By: _____
Shawn MacPherson, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND CITIES OF
BATTLE GROUND, CAMAS, LA CENTER, RIDGEFIELD, VANCOUVER,
WASHOUGAL, AND TOWN OF YACOLT
DESIGNATING CLARK COUNTY AS THE LEAD AGENCY FOR THE REVISION OF
THE COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN**

Pursuant to Chapter 39.34 RCW and RCW 70A.205.040, this Interlocal Agreement (Agreement) is entered into between Clark County and the City of Camas, establishing the obligations of the Parties for the maintenance and adoption of the Clark County Comprehensive Solid Waste Management Plan (CSWMP).

WHEREAS, RCW 70A.205.010 and RCW 70A.300.007 assigns primary responsibility for solid waste and moderate risk waste planning to local government; and

WHEREAS, RCW 70A.205.040 and RCW 70A.300.350 require or authorize counties, in cooperation with the various cities located within such county, to prepare a coordinated comprehensive solid & hazardous waste management plan; and

WHEREAS, under RCW 70A.205.075, all solid waste management plans must be maintained in current condition by periodic updates that include the estimated long-range planning needs for solid waste handling facilities projected twenty years into the future and local governments may also periodically update their hazardous waste plans; and

WHEREAS, the City and the County (Parties), recognize that our citizens and businesses, public policymakers, and local government staff benefit from cooperative, coordinated, and shared approaches to managing the regional solid waste system; and

WHEREAS, RCW 70A.205.040(4)(c) outlines that cities may authorize the county to prepare a plan for the city's solid waste management; and

WHEREAS, the Parties previously entered into a Solid Waste Interlocal Agreement on May 9, 2006 and have enjoyed a lengthy, productive, and effective working relationship in coordinating a wide range of solid waste disposal and collection issues; and

WHEREAS, in order to successfully develop, finance, and manage the Regional Solid Waste System, it is desirable that all waste generated in Clark County, including waste generated in incorporated cities and towns within the county, be disposed of through the Regional Solid Waste System and that the City authorizes the County to designate a disposal site(s) and transfer sites for the disposal of solid waste generated within the corporate limits of the City; and

WHEREAS, the Parties wish to adopt, maintain, and enforce minimum levels of service for residential source separation and collection of recyclables, including residential curbside recycling programs, multi-family recycling programs, and residential yard waste collection programs; and

WHEREAS, as part of this Agreement, the City agrees to authorize the county to prepare a plan for the City's solid waste management for inclusion in the CSWMP; and

WHEREAS, the Parties wish to continue working to develop and implement environmentally sound and cost-effective solid waste management programs including waste reduction and recycling programs that reduce greenhouse gas emissions as appropriate from the disposed waste stream.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, it is hereby agreed:

1. Purpose of agreement. The Parties intend this Agreement to provide for continued cooperation by both parties in the updating of the CSWMP, implementation of that plan, and periodic updates or replacement of that plan, all in compliance with Chapters 70A.205 and 70A.300 RCW.

2. Authority and responsibilities.
 - 2.1. County shall act as lead agency for review of the CSWMP, and for preparation of the revised CSWMP, incorporating both solid waste and moderate risk waste elements.
 - 2.2. It is understood that the planning effort will be informed by the Solid Waste Advisory Committee (SWAC) and the Regional Solid Waste System Steering Committee (RSWSSC).
 - 2.3. It is understood that the Washington State Department of Ecology (Ecology) will consider approval of the revised CSWMP only after all local jurisdictions participating in the planning process have adopted the revised CSWMP.
 - 2.4. The responsibilities of all parties in the management, planning, operations, and collection services of solid waste programs (including moderate risk waste) will be delineated in the adopted CSWMP.
 - 2.5. No separate entity is being created by this Agreement.

3. Limitations.
 - 3.1. Nothing in this agreement shall supersede any authority granted to either the County or the City, or otherwise imply any control by one Party over the other Party.
 - 3.2. Nothing in this agreement shall obligate either Party to provide personnel or assume operation and maintenance responsibilities for the other party's facilities or operations. Nor shall any provision of this agreement change in any manner the rules and restrictions under which either party operates.

4. Dispute resolution. Any disputes arising under the terms of this agreement shall be resolved through a negotiated effort to reach consensus. The Parties may agree to mediation as part of such effort.

5. Plan development process. The Parties agree to the following process for development of, updates to, and replacement of the CSWMP.
 - 5.1. Revision process
 - 5.1.1. With input from SWAC and RSWSSC, the County will develop a draft and circulate that draft to Ecology and all cities within the Clark County Regional Solid Waste

System. The County will make that draft available to the public for comments on their website.

5.1.2. After good faith consideration of any responses from the public, cities and town, and Ecology, County staff will prepare a final draft. After consultation with the city/town, SWAC, and RSWSSC, County will have the discretion to decide whether to change the final draft as a result of the responses.

5.1.3. Upon adoption, as defined herein, County will submit the adopted final draft to Ecology.

5.2. Amendments and updates

5.2.1. All proposed amendments will be evaluated per the process defined in the CSWMP.

5.2.2. Cities and towns that have signed the Agreement to join the Clark County Regional Solid Waste System may send possible amendments to the County for formal proposal. Upon such proposal, the County shall conduct the plan development process as outlined in this section.

5.2.3. The County shall prepare CSWMP updates as required by Chapter 70A.205 RCW, 70A.300 RCW, or by Ecology.

6. Plan adoption. If within 90 days of receiving the final draft CSWMP from the County, the City does not pass a resolution either adopting or disapproving the plan and deliver that resolution to the County, the City authorizes the County to include the city's solid waste plan prepared by the County in the CSWMP. All participating jurisdictions will be notified by the County when the CSWMP is adopted and when the CSWMP is approved by Ecology.

7. Term. Commencing on the effective date as outlined below in this Agreement, this Agreement shall continue until rescinded, terminated as herein provided, or as outlined in the adopted subsequent plan. Any party hereto may withdraw and terminate its rights and obligations under this Agreement with the understanding that:

7.1. Notice of intent to withdraw and develop an independent plan shall be given to all parties, including SWAC and RSWSSC, and shall be provided with 12 months' notice; and

7.2. Prior to termination, a withdrawing City must have prepared and received approval from Ecology for their independent solid waste management plan; and

7.3. Termination will not absolve the City or County of responsibility for meeting financial and other obligations outstanding at the time of termination.

8. Effective date. This Agreement shall be effective upon its execution by the Clark County

Council after execution by all other participating governments. The Parties agree that in the event this Agreement is approved on or after the effective date, the terms and conditions hereof shall be construed as having been in full force and effect as of the effective date.

9. Entire agreement and modification. This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to its subject matter and supersedes all prior agreements and understandings, whether written or oral, relating to its subject matter. No amendment or modification of this Agreement shall be valid unless made in writing and signed by each of the Parties.

10. Indemnification / Hold harmless. City shall defend, indemnify, and hold County, 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 City in performance of this Agreement, except for injuries and damages caused by the sole negligence of County. 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 City, its officers, officials, employees, and volunteers, City's liability, including the duty and cost to defend, hereunder shall be only to the extent of the City's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the City'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.

11. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, each party agrees to maintain all records constituting public records and to produce or assist both parties in producing such records, within the time frames and parameters set forth in state law. Each party further agrees that upon receipt of any written public record request from the public, shall, within two business days, notify the other party of receipt of the request by providing a copy of the request to the other party's Public Records Officer.

12. Recording or public listing. The Parties agree that this Agreement, after full execution, either will

be recorded with the Clark County Auditor or listed by subject on Clark County's website or other electronically retrievable public source, as required by RCW 39.34.040.

13. Severability. If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.



**CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 3**

616 NE 4th Avenue
Camas, WA 98607

Project No. SS-545E

NW 38th Avenue - Phase 1

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the 4 day of December, 2023, 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 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 \$21,000.

- 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 Dec 31, 2024.

- b. ☐ Unchanged from Original/Previous Contract date of _____, 20____

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

3. Payment. Based on the Scope of Services and assumptions noted in **Exhibit "A"**, Consultant proposes to be compensated on a time and material basis per **Exhibit "B"** (Costs for Scope of Services) with a total estimated not to exceed fee of:

- a. Previous not to exceed fee: \$113,440

- b. Amendment No. 3 \$21,000

- c. **Total: \$134,440**

- 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 December 20____.

CITY OF CAMAS:

Ecological Land Services, ELS
Authorized Representative

By:_____

By:_____

Print Name:_____

Print Name: Michele McGraw

Title:_____

Title: Biologist

Date: _____

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



12-6-23

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 2011-0901

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,

Amendment number 3 to the Original City of Camas SS-545E NW 38th Ave Phase 1, Original contract March 9, 2015

- I understand the **Project Assumptions, Section 1 of Exhibit A.**
- I understand the **Terms of Agreement, Section 3 of Exhibit A.**
- 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 **\$21,000**. 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

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.

Section 2 - Amended Scope of Services

On-going services to provide monitoring and maintenance activities for Year 10, (2024) of the required year duration for Phase 1 of the NW 38th Avenue widening project, within parcel number 986031177. Item 6.

Description of Services and Estimated Costs:

Task 11: Year 10 Maintenance (2024)

Includes the following:

- 5 site visits with 3 crew members to weed eat, mow, and apply herbicide as needed.
- Potential willow plantings, 2 visits with 3 crew members
- Coordinate with ELS Biologist

Estimate: \$13,500

Task 12: Year 10 Monitoring and Report (2024)

Includes the following:

- 2 site visits and coordination with field crew to provide final monitoring report to agencies.

Estimate: \$5,000

Task 13: Contingency

Includes the following:

- Potential agency site visit with Biologist and field crew lead.

Estimate: \$2,500

Total Not-To-Exceed Estimate: \$ 21,000

* 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).

Section 2 (Continued)

Item 6.

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.

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 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.

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 2 – EXHIBIT A)

EXHIBIT C
STANDARD BILLABLE RATES

Standard Billing Rates 2024

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	\$ 250.00 / Hour
Professional Biologist	\$ 220.00 / Hour
Biologist V	\$ 187.00 / Hour
Biologist IV	\$ 170.00 / Hour
Biologist III	\$ 142.00 / Hour
Biologist II	\$ 130.00 / Hour
Biologist I	\$ 113.00 / Hour
Biologist Entry Level	\$ 102.00 / Hour
Field Director	\$ 83.00 / Hour
Field Technician IV	\$ 78.00 / Hour
Field Technician III	\$ 71.00 / Hour
Field Technician II	\$ 67.00 / Hour
Field Technician I	\$ 63.00 / Hour
Graphics Manager	\$ 155.00 / Hour
Graphics Professional	\$ 150.00 / Hour
Graphics Technician V	\$ 142.00 / Hour
Graphics Technician IV	\$ 140.00 / Hour
Graphics Technician III	\$ 124.00 / Hour
Graphics Technician II	\$ 110.00 / Hour
Graphics Technician I	\$ 99.00 / Hour
Project Coordinator III	\$ 116.00 / Hour
Project Coordinator II	\$ 85.00 / Hour
Project Coordinator I	\$ 71.00 / Hour
Standard Mileage	\$ 1.00 / Mile
Company Truck Mileage	\$ 1.00 / Mile
Government Mileage Rate	\$.65 / Mile <i>(or current rates)</i>

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



**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

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the 4 day of December, 2023, 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 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 \$21,000.
 - 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 Dec 31, 2024.
 - b. ☐ Unchanged from Original/Previous Contract date of _____, 20____

Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement.
3. Payment. Based on the Scope of Services and assumptions noted in **Exhibit "A"**, Consultant proposes to be compensated on a time and material basis per **Exhibit "B"** (Costs for Scope of Services) with a total estimated not to exceed fee of:
 - a. Previous not to exceed fee: \$116,750
 - b. Amendment No. 4: \$49,450.00
 - c. **Total: \$166,200**
 - 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 December 20____.

CITY OF CAMAS:

Ecological Land Services, ELS
Authorized Representative

By:_____

By:_____

Print Name:_____

Print Name: Michele McGraw

Title:_____

Title: Biologist

Date: _____

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



12-5-23

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

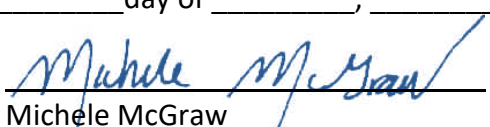
Amendment number 4 to the Original City of Camas SS-565C NW 38th Ave Phase 2, Original contract February 10, 2016

- I understand the **Project Assumptions, Section 1 of Exhibit A.**
- I understand the **Terms of Agreement, Section 3 of Exhibit A.**
- 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 **\$49,450.00**. 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

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.

Section 2 - Amended Scope of Services

On-going services: Provide additional monitoring and maintenance activities for Year 9, (2024) or Item 7. required 10-year duration for Phase 2 of the NW 38th Avenue widening project, within parcel number 986033686 and 986033867.

Task 11: Plant Procurement

Includes the following:

- Labor, mobilization, coordination, and equipment needed to install 1,750 plants and 1,100 cones and mulch within the mitigation area.

Estimate: \$26,750

Task 12: Ongoing Maintenance

Includes the following:

- 6 days with 3 crew members to weed eat, mow, and apply herbicide.
- 8 days with 1 crew member to remove irrigation.
- Includes mobilization, equipment, and coordination.

Estimate: \$17,000

Task 13: Site Monitoring

Includes the following:

- 2 Site visits with Biologist to walk the site and provide memo to City.

Estimate: \$3,200

Task 14: Contingency

Includes the following:

- Potential site visit with agency and memo to City.

Estimate: \$2,500

Total Not-To-Exceed Estimate: \$ 49,450.00

* 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

Section 2 (Continued)

Item 7.

such expanded work will be billed to the client, and when practical, ELS will make the best effort to coordinate 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.

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.
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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.
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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 2 - EXHIBIT A)

EXHIBIT C
STANDARD BILLABLE RATES

Standard Billing Rates 2024

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
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Standard Mileage	\$ 1.00 / Mile
Company Truck Mileage	\$ 1.00 / Mile
Government Mileage Rate	\$.65 / Mile <i>(or current rates)</i>

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



Staff Report – Consent Agenda

December 18, 2023 Council Regular Meeting

Department of Commerce Middle Housing Planning Grant Agreement (Submitted by Alan Peters, Community Development Director)

Phone	Email
360.817.7254	apeters@cityofcamas.us

BACKGROUND: The City of Camas is undergoing a periodic update to the Comprehensive Plan which will be required to address new legislation related to middle housing.

SUMMARY: The Washington State Department of Commerce has awarded the City a \$75,000 grant for middle housing planning. This is one of three grants that the City of Camas has been awarded to help fund the Comprehensive Plan periodic update.

The grant will assist with a middle housing needs assessment, stakeholder outreach, and drafting of housing Comprehensive Plan policies and development regulation amendments to accommodate middle housing in the City of Camas required by HB 1110.

BUDGET IMPACT: The grant award will provide \$75,000 towards the Comprehensive Plan periodic update.

RECOMMENDATION: Approve the grant agreement with the Department of Commerce.



Interagency Agreement with

City of Camas

through

Growth Management Services

Contract Number:

24-63326-108

For

Middle Housing Grant

Dated:

Date of Execution

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Face Sheet

Contract Number: 24-63326-108

Local Government Division Growth Management Services Middle Housing Grants

1. Contractor City of Camas 616 NE 4th Ave Camas, WA-98607		2. Regional Planner Catherine McKoy Catherine.McKoy@Commerce.wa.gov	
3. Contractor Representative Alan Peters Community Development Director 360-409-1475 apeters@cityofcamas.us		4. COMMERCE Representative Anne Aurelia Fritzel 1011 Plum Street SE Housing Planning Manager Olympia, WA 98504 360-259-5216 Anne.Fritzel@commerce.wa.gov	
5. Contract Amount \$75000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
8. End Date June 15, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
ALN N/A			
10. Tax ID # N/A	11. SWV # 16796-00	12. UBI # 062-0000-007	13. UEI # N/A
14. Contract Purpose For activities that support the preparation and adoption of policies and/or codes and other measures specific to implement middle housing (RCW 36.70A.030(26)) by applicable statutory deadlines.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, and Attachment "B" – Budget.			
FOR CONTRACTOR _____ Steve Hogan, Mayor _____ Signature _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$75000 (seventy-five thousand dollars), for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63326-108.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. Any payment made by COMMERCE for costs that are determined to be duplicate, in Commerce's sole determination, shall be subject to recapture and may result in suspension or termination of this Contract.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A.** "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B.** "COMMERCE" shall mean the Washington Department of Commerce.
- C.** "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D.** "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E.** "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F.** "State" shall mean the state of Washington.
- G.** "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A.** "Confidential Information" as used in this section includes:
 - i.** All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii.** All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make

a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or

acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Grant Objective: Update comprehensive plan housing element with Middle Housing requirements and prepare a draft middle housing ordinance that implements the requirements of HB 1110 (Middle Housing).			
Actions/Steps/Deliverables	Description	Start Date	End Date
Action 1	Middle Housing Assessment and Housing Market Memorandum	January 2024	June 2024
Step 1.1	Conduct an audit of the city's comprehensive plan housing element (2016) and of the city's housing action plan (2021) (both with respect to Middle Housing).	January 2024	April 2024
Step 1.2	Interview city staff to determine effectiveness of existing policies relating to Middle Housing	January 2024	April 2024
Step 1.3	Conduct a Middle Housing needs assessment that integrates 2045 growth projections and housing allocations consistent with HB 1220.	March 2024	June 2024
Step 1.4	Conduct a housing market evaluation to understand how to calibrate policies, programs, and incentives to work with the housing market support desired housing outcomes with respect to Middle Housing.	March 2024	June 2024
Step 1.5	Draft a Middle Housing needs assessment and market memorandum.	March 2024	June 2024
Deliverable 1	Middle Housing Needs Assessment and Housing Market Memorandum		June 15, 2024
Action 2	Middle Housing Stakeholder Outreach	July 2024	June 2025
Step 2.1	Engage community and stakeholders to obtain feedback to inform new middle housing policies, regulations and amendments.	July 2024	June 2025
Deliverable 2	Middle Housing Public Outreach Results Report		June 15, 2025

Action 3	Prepare Draft Middle Housing Development Regulation Amendments and Middle Housing Comprehensive Plan policies	January 2025	June 15, 2025
Step 3.1	Review and evaluate Middle Housing comprehensive plan and existing development regulations for needed middle housing related amendments	January 2025	February 2025
Step 3.2	Review Commerce Middle Housing Model Ordinance and other resources	January 2025	February 2025
Step 3.3	Draft Middle Housing development regulation amendments	February 2025	June 15, 2025
Deliverable 3	Draft Middle Housing Ordinance and adopted Comprehensive Plan updates		June 15, 2025

Attachment B: Budget

Grant Objective: Update comprehensive plan housing element with goals and policies to meet the housing needs of the community and comply with GMA Middle Housing requirements and prepare a draft middle housing ordinance that implements the requirements of HB 1110 (Middle Housing).	FY	Commerce Funds
Deliverable 1. Middle Housing Needs Assessment and Housing Market Memorandum	FY1 – June 15, 2024	\$37,500
Deliverable 2. Middle Housing Public Outreach Results Report	FY2 – June 15, 2025	\$21,500
Deliverable 3. Draft Middle Housing Ordinance and adopted Middle Housing Comprehensive Plan policies	FY2 – June 15, 2025	\$16,000
Total:		\$75,000

Equipment Purchase Summary**CROWN PARK***

EQUIPMENT	COST
SOURCEWELL TOTAL DISCOUNT:	\$ 70,557

Play Creation

Playground

Sourcewell Contract Discount \$ 40,445

TOTAL \$ 533,295

Public Restroom Company

Bathroom

Sourcewell Contract Discount \$ 30,112

TOTAL \$ 623,448

Columbia Cascade Company

Nature Play

TOTAL \$ 36,559

Oregon Log Home Co.

Log Furniture

TOTAL \$ 15,750

**CROWN PARK
TOTAL \$ 1,209,052**

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

Crown Park Play Area

Quote / Worksheet # 2210-11375-1-5



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

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

Treehouse

Project Location:
Crown Park
 120 NE 17th Ave
 Camas, WA 98607

Ship To:
Crown Park
 120 NE 17th Ave
 Camas, WA 98607

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

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

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

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

Issue Purchase Order to:

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



Send for processing to:

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

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

APPROVAL

signature

date

PO#

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

PlayCAD Quote

Item 9.

Date: 10/27/2023
By: Conner Mullan

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

Quote No: 1167493-01-04

Project Title: Crown Park Play Area

Location: Camas, WA

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

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Location: Camas, WA

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

PlayCAD Quote

Item 9.

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By: Conner Mullan

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

Quote No: 1167493-01-04

Project Title: Crown Park Play Area

Location: Camas, WA

PlayBooster® and Weevos® (2-5 years)

PHASE-1 Direct Bury Aluminum

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

Only

PlayBooster® (5-12 years)

PHASE-1 Direct Bury Mixed Material

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

PlayBooster®

Bridges & Ramps

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

Climbers Nature-Inspired

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

Climbers W/Permalene Handholds

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

Custom

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

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By: Conner Mullan

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

Quote No: 1167493-01-04

Project Title: Crown Park Play Area

Location: Camas, WA

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

PlayCAD Quote

Item 9.

Date: 10/27/2023
By: Conner Mullan

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

Quote No: 1167493-01-04

Project Title: Crown Park Play Area

Location: Camas, WA

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

PlayCAD Quote

Item 9.

Date: 10/27/2023
 By: Conner Mullan

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

Ages 5-12 years Direct Bury

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

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

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

1" SafetyFoam 0.0% 678.06 SF (75.34 SY)

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

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

Item 9.

LOG SHEET NOTES

1. THIS DRAWING IS DIAGRAMMATIC FOR PLAY COMPONENTS ONLY. IT DOES NOT REPRESENT TREE BARK.

113

LOG SCHEDULE

KEY	ITEM	DESCRIPTION
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landscape
structures

Crown Park Playground

PLAY*CREATION

1167493-01-04-01 • 10.30.2023

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

Our Offer to Sell:

Restroom Building and Shipping Cost @ \$ 572,123

Washington State & Local Taxes @ \$ 48,630

B&O Tax \$ 2,695

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

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

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

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

Installation Notice and Site Availability:

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

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

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

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

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

Special Conditions, Permits, and Inspection Fees:

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

Jurisdiction for Off-site Work:

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

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

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

Special Payment and Progress Billing Terms:

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

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

Time of Completion:

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

Exclusions/Exceptions:

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

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

Insurance and Prevailing Wage Certification:

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

Special Insurance to protect the Building before acceptance:

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

Errors and Omissions Insurance:

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

WARRANTY:

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

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

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

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

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

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

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

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

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

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

Termination:

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

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

Venue for Contract Jurisdiction:

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

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

Offered by: Public Restroom Company by


Charles E. Kaufman IV, President

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

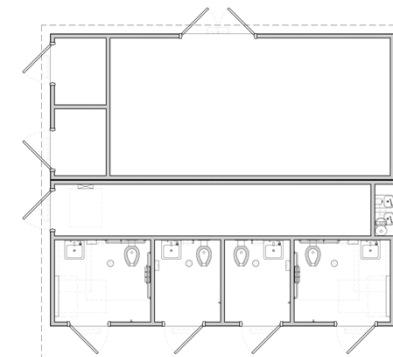
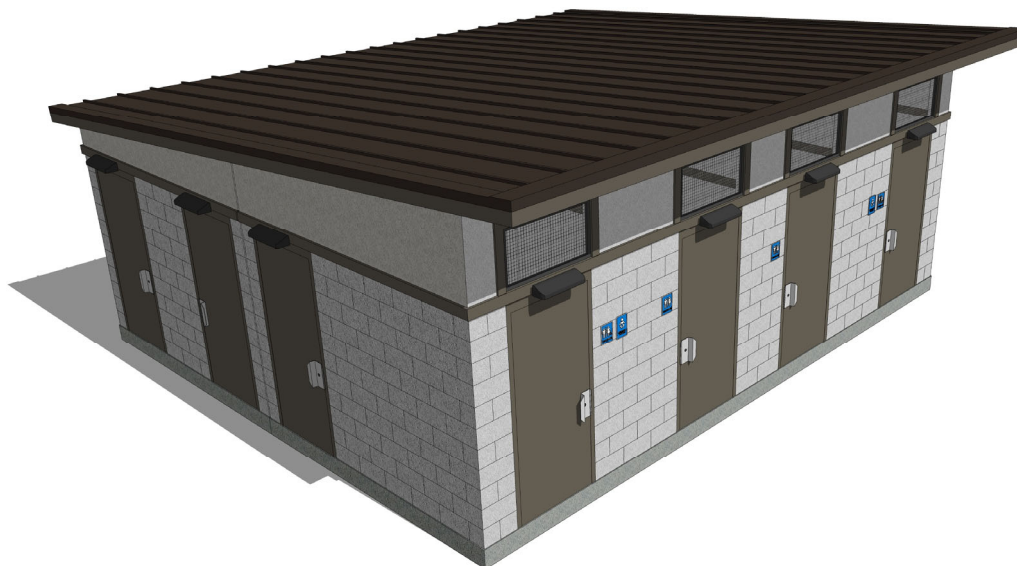
Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address



FLOOR PLAN
SCALE: NOT TO SCALE

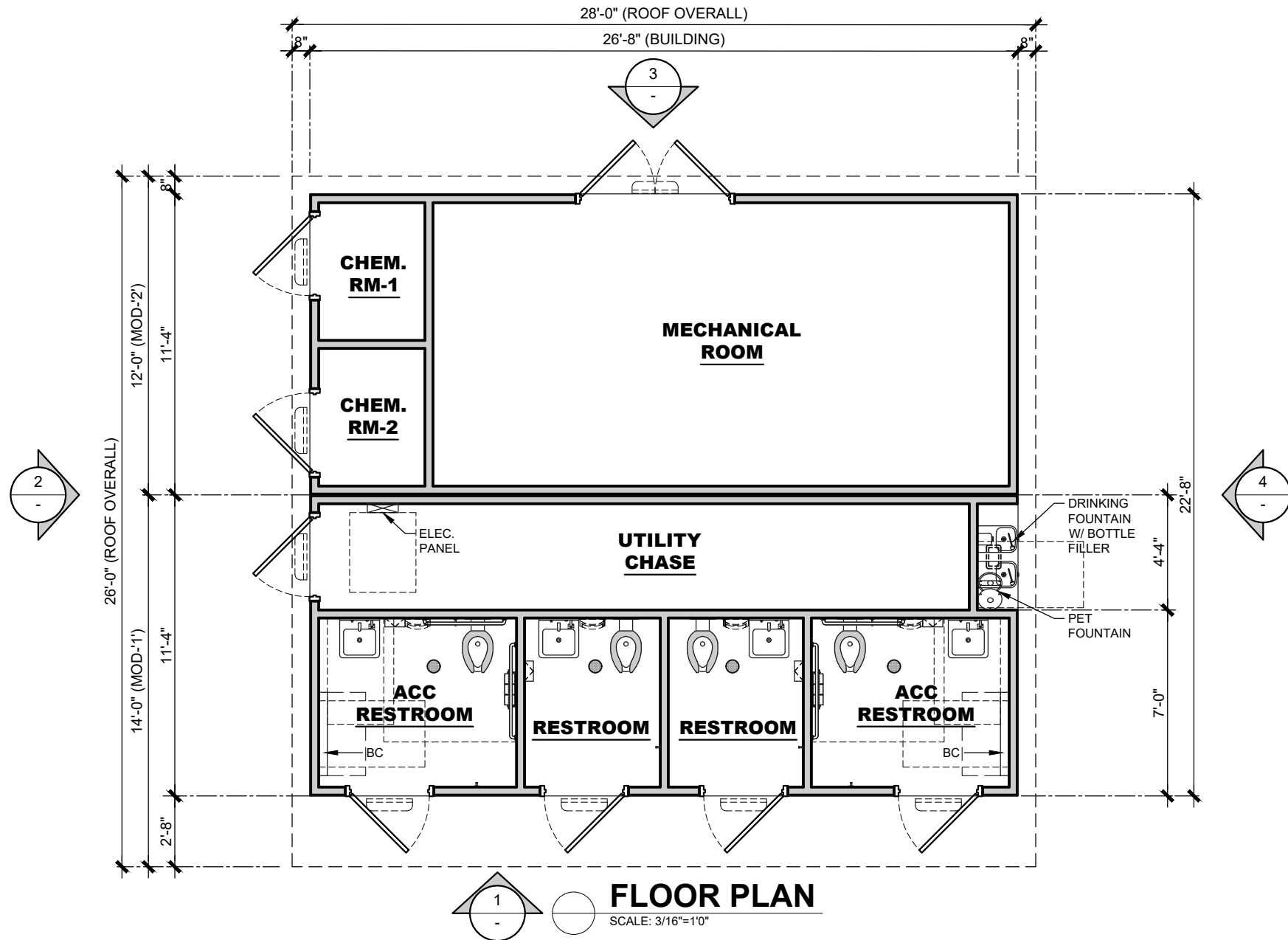
RESTROOM BUILDING
CAMAS, WASHINGTON
CROWN PARK

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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

**CROWN PARK
CAMAS, WA**

REVISION #

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

DRAWN BY: EOR

PROJECT #:

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

DRAWN BY: EOR

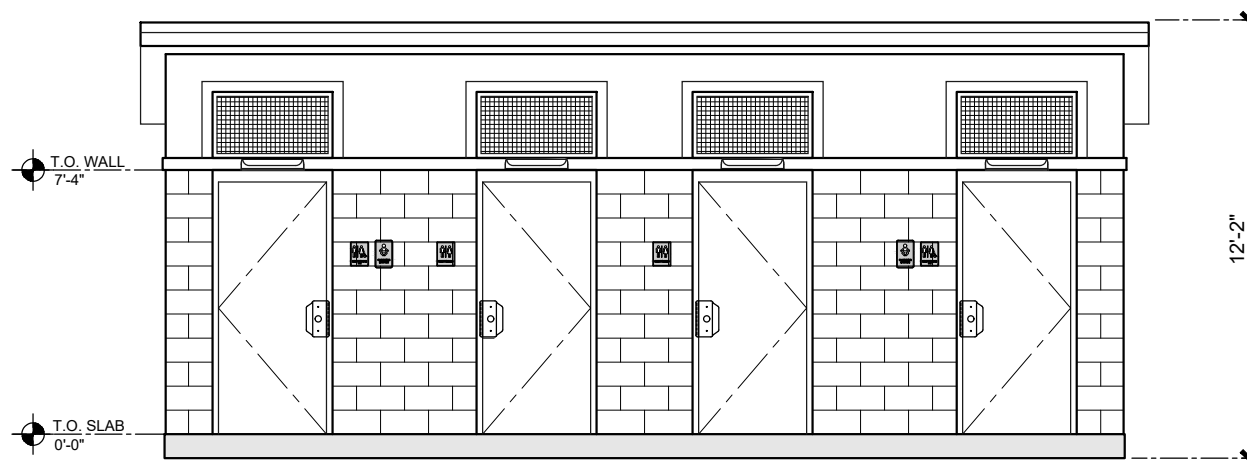
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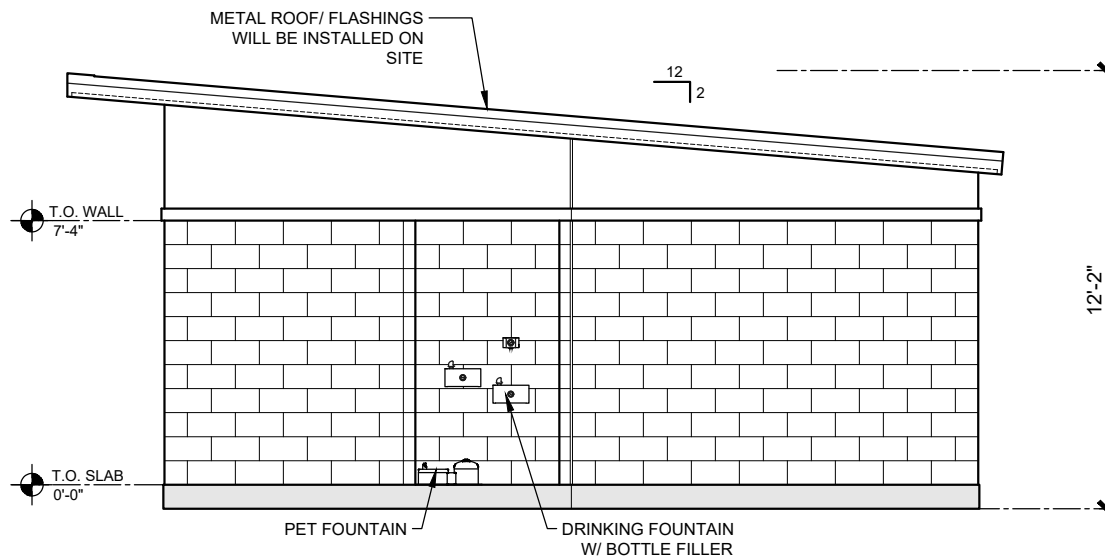
MAX. PERSON

180

122



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



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



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RESTROOM COMPANY.

BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

**CROWN PARK
CAMAS, WA**

REVISION #

3

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

DRAWN BY: EOR

PROJECT #:

11280

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

DRAWN BY: EOR

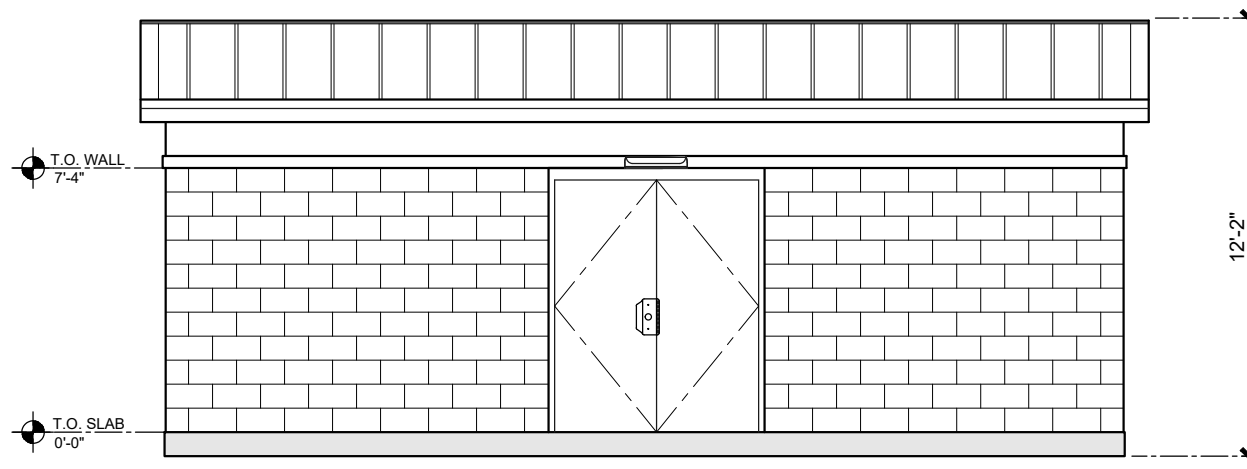
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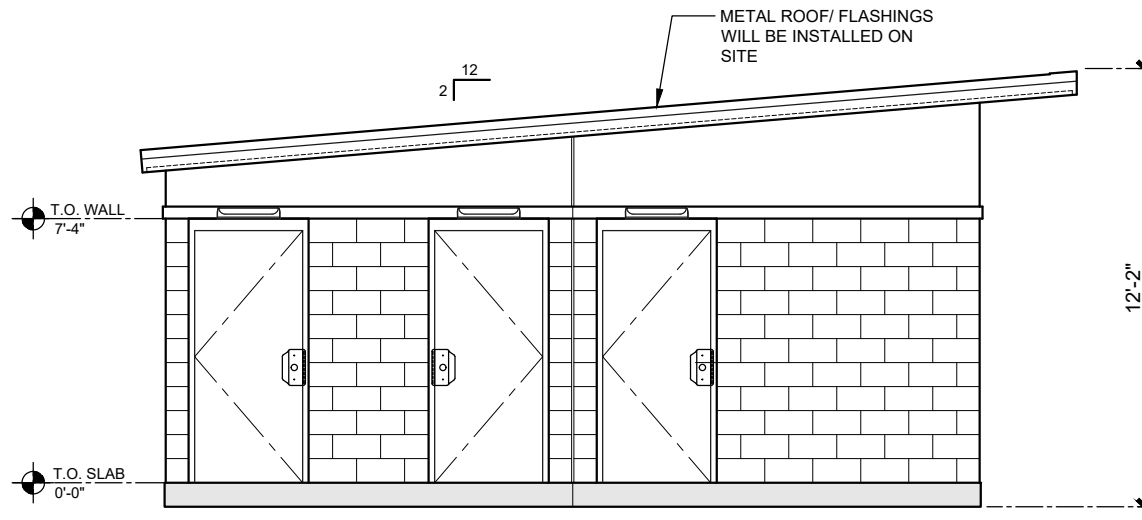
MAX. PERSON

180

123



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



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



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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

**CROWN PARK
CAMAS, WA**

REVISION #

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

DRAWN BY: EOR

PROJECT #:

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

DRAWN BY: EOR

SHEET#

A-3

MAX. PERSON

180

124



SPECIFICATIONS

Project #: 11280

Project Name: Crown Park

Site Address: 120 Ne 17Th Ave.

City, State, Zip: Camas, WA 98607

Bldg Size: See Drawings

Type of Bldg: SP-044-DF-BF

Restroom/Mechanical Room

TYPE OF BUILDING

Construction Type

MVR WOOD

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

FLOOR SYSTEM

ROOM/ITEM

FINISH

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

WALL SYSTEM

BUILDING WALLS HEIGHT

Building Walls Height	7'4"
-----------------------	------

EXTERIOR WALLS - CMU

BLOCK TYPE AND COLOR

ROWS

Split Face Exterior 4" CMU	Split Face Gray	All
----------------------------	-----------------	-----

CAP BEAM

Cap Beam	Cap Beam, Steel Tube, Painted
----------	-------------------------------

WALL FINISHES - EXTERIOR

TYPE

FINISH

HEIGHT

CMU	Paint over block filler	To Cap Beam
FRC Siding -Above- Cap Beam	FRC Stucco Pattern-James Hardie - Painted	Above Cap Beam
Alcove	Precision CMU Painted	To Cap Beam
Exterior Paint	PPG Exterior Gloss - Colors TBD by client	

WALL FINISHES - INTERIOR

ROOM

FINISH

HEIGHT

Restrooms Below Cap Beam	Block filler & paint	To Cap Beam
Restrooms - Above Cap Beam	Stucco Pattern FRC - Painted	Above Cap Beam
Mechanical - To Cap Beam	Block filler & paint	To Cap Beam
Mechanical - Above Cap Beam	Painted OSB	Above Cap Beam

ROOF SYSTEM

ITEM

DESCRIPTION

Vertical Seam 24 ga	Metal Sales Vertical Seam 24 ga 12in. Panel Striations
Entire Building Ceiling	(MVR) 5/16" Cement Board Stucco Pattern Over 5/8" OSB
Insulation	Insulate, But Not To Code
Fascia	14/16 Ga Formed Galvanized Steel W/1" Return At Top (MVR)
Vents SS Wire Mesh	Stainless Steel Wire Mesh - Provide Lexan Cover for Vents

DOORS - HARDWARE

ITEM	DESCRIPTION
Hollow Metal Doors	Hollow Metal: Galvanized 14 GA. Door w/ 14 GA Frame Continuous Hinge
Fiber Glass	Fiberglass Door with Fiberglass Frame
Double Door (Storage Area)	Hollow Metal 14 GA Door & 14 GA Frame w/ Continuous Hinge (Includes Threshold)
Deadbolt	SCHLAGE B600 series temporary large format core (std)

ITEM	DESCRIPTION	LOCATION
Pull Plates	Rockwood-VRT24 "Z" (Standard w/Anti-Microbial) (Std)	
Door Closer	LCN Closer, Model # 4211 Cush Arm (for Out Swing Door)	Restroom
Weather Strip	Pemko Perimeter Gasketing (3' x 7' Door) # 303-C-S-3684	All
Door Sweeps	Pemko Door Sweep 321SSN36"	All
Door Threshold (No Tile)	Threshold Fluted Saddle Mill Finish Alum, 4" Wide #270A36	All
Ives Crash Chain (Standard)	Ives Crash Chain, # CS11526D20, US26D, 20.5, Crash Stop	All but restroom
Magnetic Locks (SAM)	SAM Securitron System	Piezo Exit Switch SDC 4630 Series

RESTROOM ACCESSORIES

ITEM	MANUFACTURER/DESCRIPTION	FINISH
Signage	Door/Wall Signs	Polished Aluminum & Blue
Grab Bars	Grab Bars	Stainless Steel
Aluminum Louvers (Chase Std)	Louver Sunvent Industries Model #157	Polished Aluminum
3-roll Toilet Paper Holders	Royce Rolls TP-3	Stainless Steel
Baby Changing Station	Foundations Horizontal #5410339	Stainless Steel
Hand Dryer Std	Dyson Airblade V, Low Voltage 120V, Model # HU02,	Spray Nickel

ITEM	MANUFACTURER/DESCRIPTION
Utility Hook (Standard)	Utility Hook, Bright Finish
Soap Dispenser	PRC Proprietary Tank
W/Thru Wall Valve	Thru Wall Valve ASI #353

PLUMBING

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

PLUMBING GENERAL

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

ELECTRICAL

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

LIGHTING

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

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

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



Columbia Cascade Company

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

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

Item 9.

benj@greenworkspc.com

Date: **Sep 22, 2023**

Pages: **1 of 1**

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

Attn: **Mr. Ben Johnson**

Reference: **Crown Park
Camas, WA**

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

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

TIMBERFORM

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

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

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

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

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

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

Best regards,

COLUMBIA CASCADE COMPANY

By: 

CHRISTOPHER KIRN

chrisk@timberform.com

Visit our Web site www.timberform.com



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

Sales Quote

October 17, 2023
 Salesperson: Matt Kemper

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

Terms: **1% 10 net 11**

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

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

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

Received by _____ Date _____

Equipment Purchase Summary

S. LACAMAS CREEK TRAILHEAD

EQUIPMENT	COST
SOURCEWELL TOTAL DISCOUNT:	\$ 17,230

Public Restroom Company

Bathroom

Sourcewell Contract Discount **\$ 17,230**

TOTAL \$ 356,738

S. LACAMAS CREEK TRAILHEAD	\$ 356,738
TOTAL	

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

Our Offer to Sell:

Restroom Building and Shipping Cost @ \$ 327,370

Washington State & Local Taxes @ \$ 27,826

B&O Tax \$ 1,542

Total Cost of Building, Shipping, Taxes & Sourcwell 5% Discount @ \$ 356,738

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

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

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

Installation Notice and Site Availability:

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

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

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

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

Special Conditions, Permits, and Inspection Fees:

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

Jurisdiction for Off-site Work:

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

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

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

Special Payment and Progress Billing Terms:

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

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

Time of Completion:

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

Exclusions/Exceptions:

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

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

Insurance and Prevailing Wage Certification:

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

Special Insurance to protect the Building before acceptance:

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

Errors and Omissions Insurance:

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

WARRANTY:

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

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

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

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

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

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

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

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

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

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

Termination

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

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

Venue for Contract Jurisdiction:

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

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

Offered by: Public Restroom Company by


Charles E. Kaufman IV, President

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

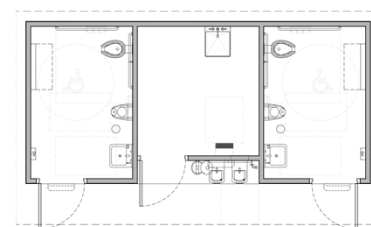
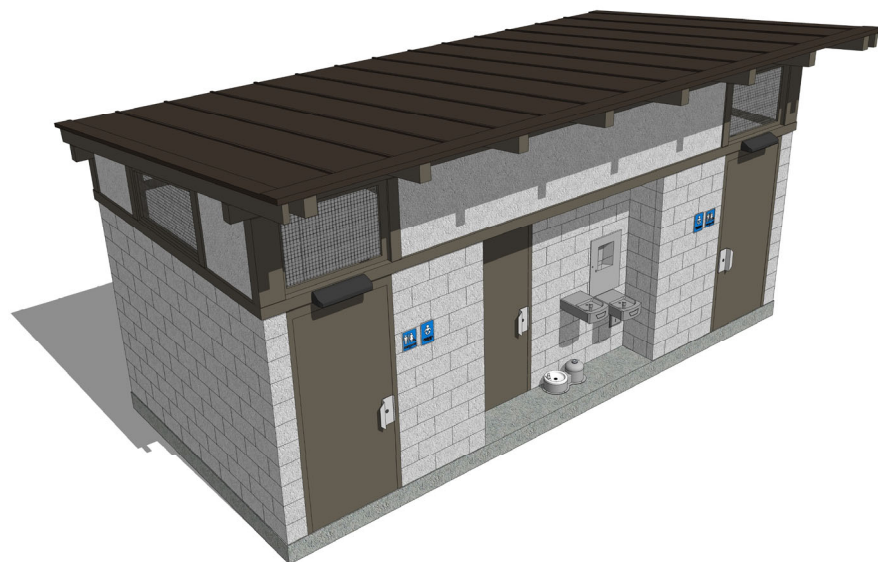
Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address



FLOOR PLAN

SCALE: NOT TO SCALE

RESTROOM BUILDING CAMAS, WASHINGTON LACAMAS CREEK TRAILHEAD

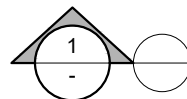
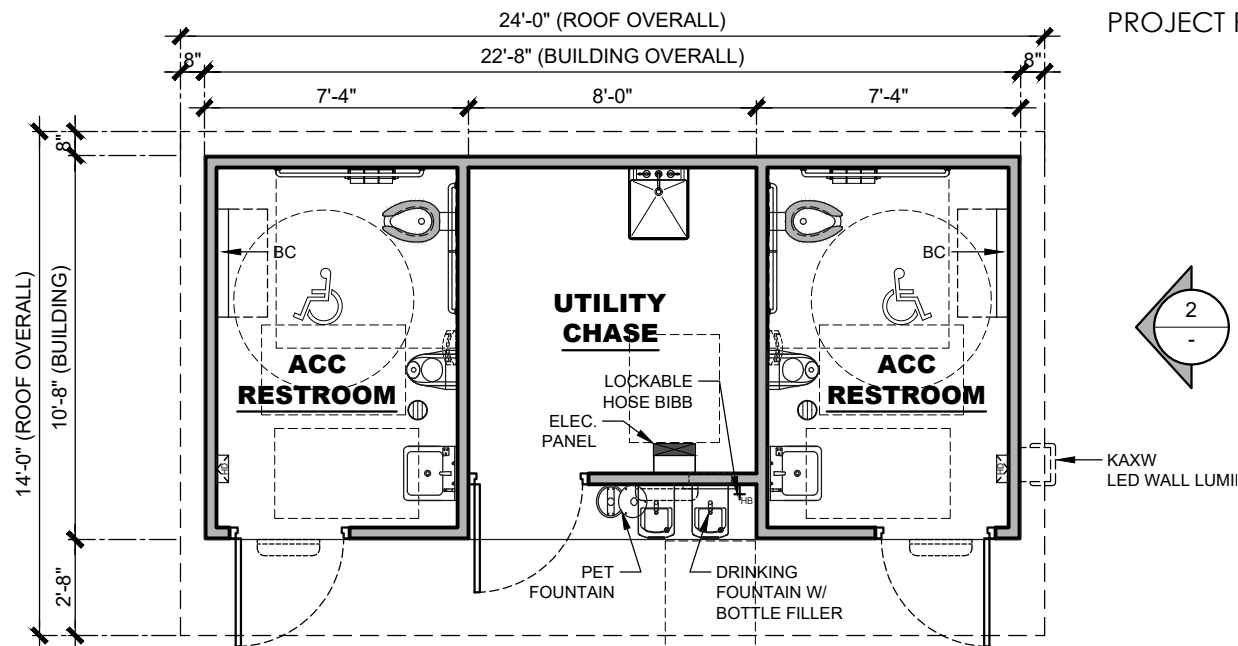
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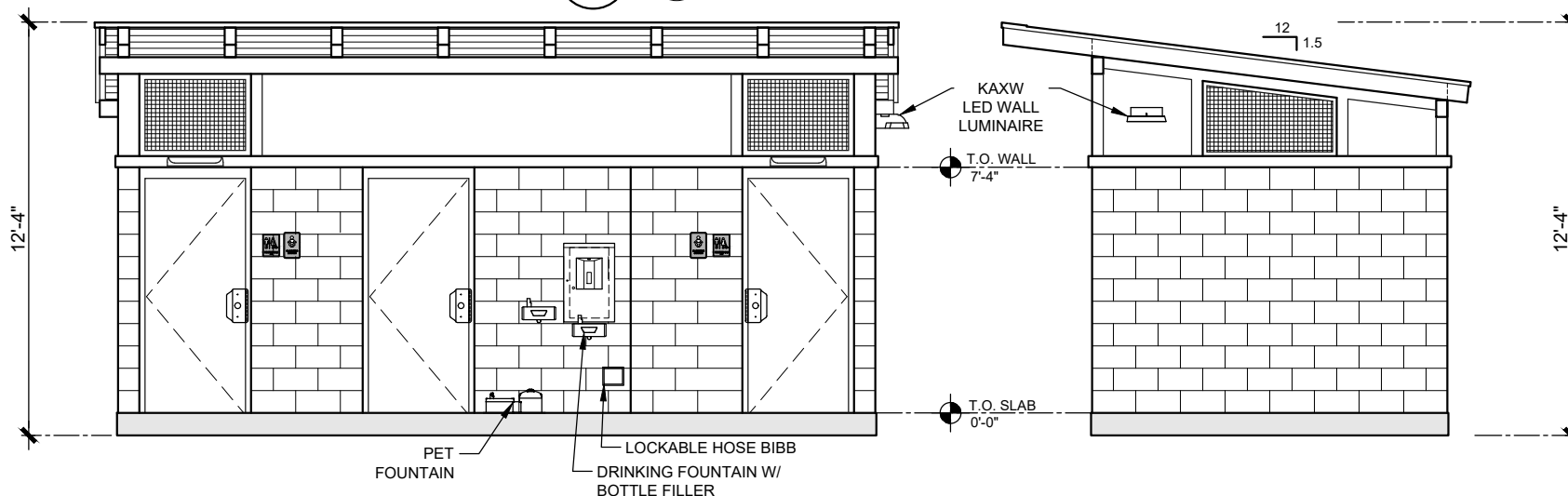
LVR



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

**FLOOR PLAN**

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

**ELEVATION 1**

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

**ELEVATION 2**

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

LVR

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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

**LACAMAS CREEK TRAILHEAD
CAMAS, WA**

REVISION #

1REVISION DATE: **3/4/2022**

DRAWN BY: EOR

PROJECT #:

11196START DATE: **1/17/2022**

DRAWN BY: EOR

SHEET#

MAX. PERSON

90

138



Location: Camas, WA

Project: Lacamas Creek Trailhead

Size: 22'8" x 10'8"

Description: Restroom building

State Seal: Washington

DESIGN LOADS

Floor: Mat Slab

Wind: 90 C

Roof: 20

TYPE OF BUILDING

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

FLOOR SYSTEM

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

WALL SYSTEM (structural)

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

WALL FINISHES - Exterior

NOTE: all paint to be Pitt-tech DTM EP

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

WALL FINISHES - Interior

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

ROOF SYSTEM

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

DOORS & HARDWARE

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

1. DOOR TYPES:

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

2. ALL H.M. DOOR FRAMES:

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

3. HINGE SPECS

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

4. LOCKS

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

5. HARDWARE SPECS:

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

6. OTHER:

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

RESTROOM ACCESSORIES

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

OTHER SPECIALTY ITEMS

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

PLUMBING**Restrooms**

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

Other

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

General

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

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



Staff Report – Ordinance

December 18th, 2023 Council Regular Meeting

Ordinance No. 23-012 – Weakly Road Annexation

Presenter: Robert Maul, Planning Manager

Time Estimate: 5 minutes

Phone	Email
360.817.7254	rmaul@cityofcamas.us

BACKGROUND: The City of Camas received a petition from Jordan Ramis, requesting annexation of 8 properties totaling approximately 40 acres into the City by the 60% petition annexation method (RCW 35A.14.120). Council held a public hearing and voted to approve the annexation on December 4th, 2023.

SUMMARY: The proposed ordinance will enact the annexation approved by Council on December 4th, 2023.

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

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

RECOMMENDATION: Staff recommends Council adopt Ordinance 23-012.

ORDINANCE NO. 23-022

AN ORDINANCE annexing real property to the City of Camas.

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

Section I

The Council of the City of Camas finds that the following steps have been taken with respect to annexation of the hereinafter described unincorporated area to the City of Camas:

A. On April 18, 2023, a Notice of Intention to petition for annexation of the subject real property by the direct petition method provided for in Chapter 35A.14, Revised Code of Washington, was filed with the City of Camas.

B. The City Council of the City of Camas set June 5, 2023, as the time for a meeting with the annexation proponents to determine whether the City would accept, reject, or geographically modify the proposed annexation, and whether it would require the simultaneous adoption of a proposed zoning regulation, and whether it would require the assumption of existing indebtedness.

C. On June 5, 2023, the City Council conducted a meeting at which it modified the geographical boundaries of the annexation area as proposed, required the assumption of all existing indebtedness, and required the adoption of a proposed zoning regulation consistent with the North Shore Subarea Plan.

D. On June 29, 2023, the City received a petition for annexation signed by the owners of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation of the property proposed to be annexed.

D. On August 7, 2023, the zoning designation for the proposed annexation area was adopted by the City Council consistent with the North Shore Subarea Plan.

E. On December 4, 2023, the City Council conducted a public hearing to consider the annexation proposal.

Section II

Pursuant to the direct petition method provided for in Chapter 35A.14 Revised Code of Washington, the real property described in Exhibit “A”, attached hereto and by this reference incorporated herein, being a portion of Clark County not heretofore incorporated as a city or town, and further being within the urban growth area for the City of Camas, is hereby annexed to the City of Camas and made a part thereof.

Section III

All property within the area hereby annexed shall be assessed and taxed to pay for the outstanding general obligation indebtedness of the City of Camas existing as of the effective date of said annexation.

Section IV

The real property hereby annexed to the City of Camas is zoned as set forth in the attached Exhibit. The City Community Development Director is hereby authorized and instructed to alter the district boundary lines of “The Map(s) of the Zoning Ordinance of the City of Camas,” established pursuant to Chapter 18.05 of the Camas Municipal Code, to include the property described in Section I hereof with such zoning classification.

Section V

The City Clerk is hereby directed to file with the Board of Clark County Councilors of

Clark County, Washington, a certified copy of this ordinance. The City Clerk is further directed to file with the Office of Financial Management a certificate as required by RCW 35A.14.700 within thirty (30) days of the effective date of this annexation. The City Clerk is further directed to take all other steps and to inform all other agencies of said annexation as may be necessary and proper.

Section VI

This ordinance shall take force and be in effect five (5) days from and after its publication according to law. The annexation of the aforescribed real property shall be effective as of the effective date of this ordinance, subject to such notices as may otherwise be required by law.

PASSED by the Council and APPROVED by the Mayor this _____ day of _____, 2023.

SIGNED: _____
Mayor

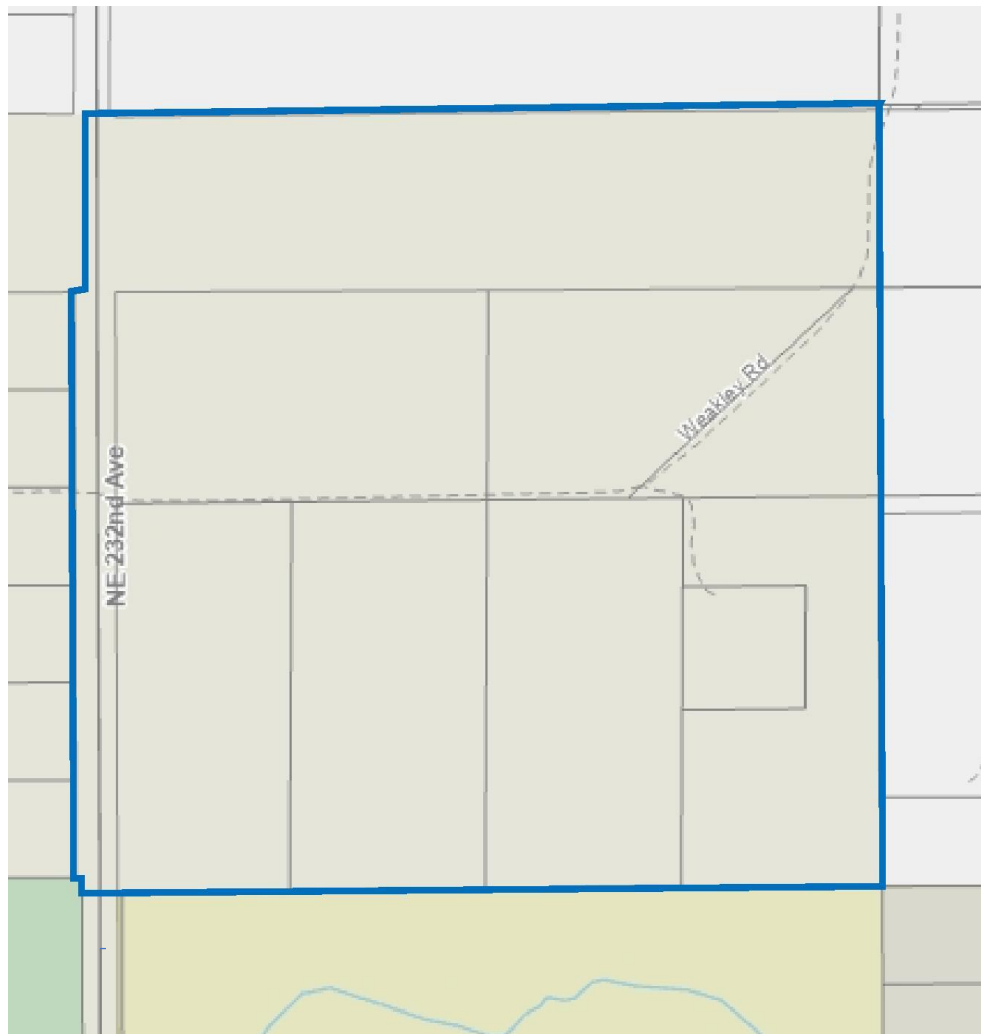
ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

A tract of land in the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, Township 2 North, Range 3 East, Willamette Meridian, in Clark County Washington, more particularly described as follows.

Beginning at the Northwest corner of Section 27; thence West 20.00 feet to the West boundary of the NE 232nd Ave. right-of-way; thence South $01^{\circ}13'19''$ West 301.02 feet; thence West 20.00 feet to the Northeast Corner of Parcel 1 of Short Plat 1-606; thence South $01^{\circ}13'19''$ West along the west boundary of said right-of-way 990.00 feet to the Southeast corner of Parcel 2 of Short Plat 1-618; thence South $89^{\circ}06'25''$ East 10.00 feet; thence South $01^{\circ}13'19''$ West 25.56 feet; thence South $89^{\circ}06'25''$ East 1354.43 feet to the Southeast corner of the Northwest quarter of the Northwest Quarter of Section 27; thence North $01^{\circ}28'19''$ East 1321.12 feet to the Northeast corner of the Northwest quarter of the Northwest Quarter of Section 27; thence North $89^{\circ}18'02''$ West 1330.22 feet to Northwest corner of Section 27 and the Point of Beginning.





Staff Report – Resolution

December 18, 2023, Council Regular Meeting

Resolution No. 23-011 ROW Vacation Request for 1804 NW Edgehill Drive

Presenter: Rob Charles, Utilities Manager

Time Estimate: 10 minutes

Phone	Email
360.817.7003	rcharles@cityofcamas.us

BACKGROUND: The property at 1804 NW Edgehill Drive has had a deck constructed over the City's property located at 600 NW 18th Loop for 30 years and the deck had been allowed through a land lease with the property owner. City staff informed the owner, Chad Deering, earlier this year that the lease would not be renewed and that they would either have to demolish the deck or request to purchase the property from the City. Purchase of any surplus property requires approval from city council.

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

The general area is shown below in Figure 1 and the vacation area in question is shown in Figure 2. Should Council agree that the right-of-way may be vacated, the process to move this item forward would be to have staff prepare a Resolution to set a public hearing date for the vacation. The Resolution to set the public hearing could potentially occur at the December 18th Council meeting, at which time, the public hearing would need to be set no less than 20 days and no more than 60 days from the date of the Resolution.

If the Council is in favor of the road vacation after the public hearing, an Ordinance authorizing the Vacation of ROW will be drafted for Council approval at a subsequent Regular Meeting. When Council adopts the Ordinance for vacation, the Ordinance shall become effective as stipulated under the terms therein and takes effect 5 days after having been published. The owner of the property is responsible for any publishing costs associated with the public hearing notification, recording costs with the Clark County Auditor's Office, and any other fees associated with the Boundary Line Adjustment.

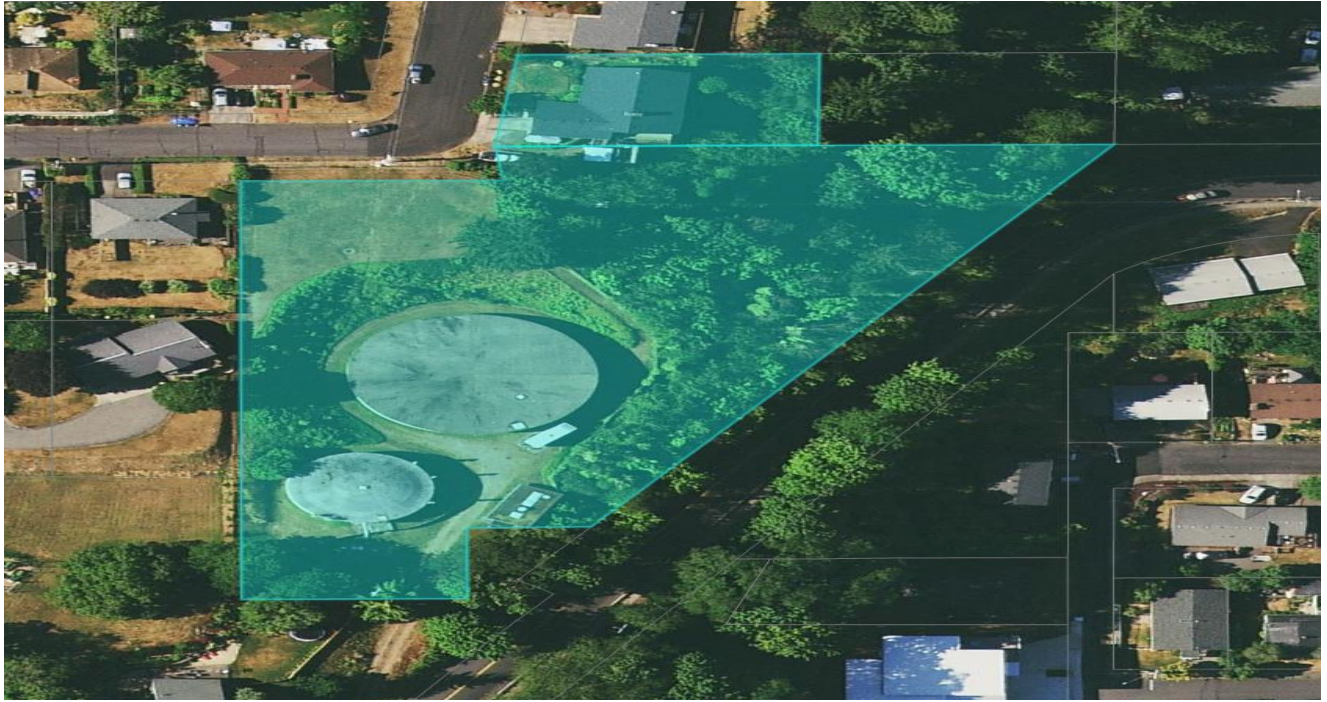


Figure 1: City Owned 600 NW 18th Loop property and 1804 NW Edgehill Drive property to the north

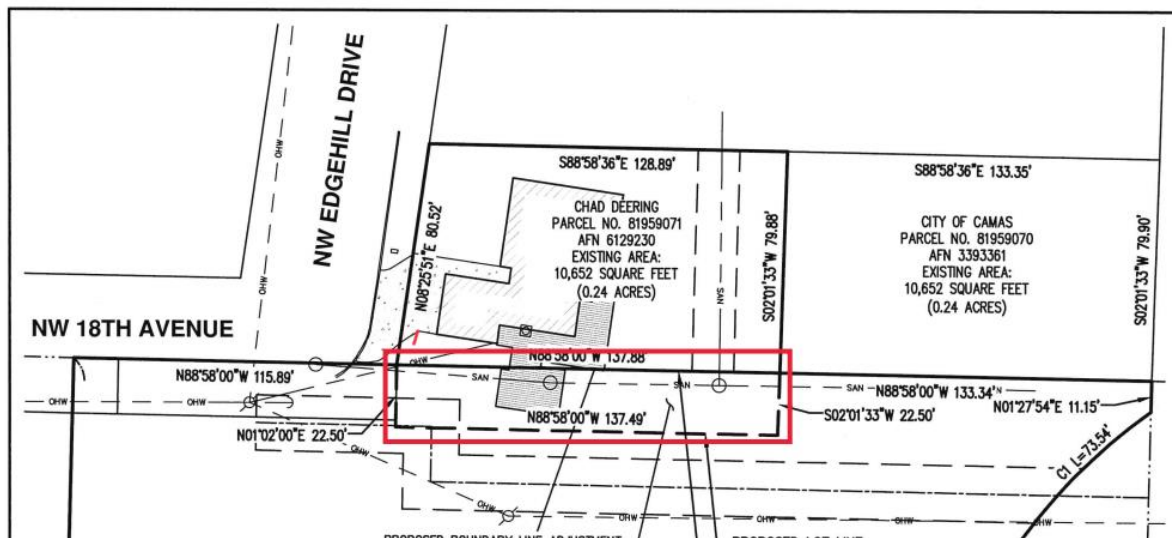


Figure 2: Area of proposed transfer from City owned land to 1804 NW Edgehill Drive (3,093 sf)

RECOMMENDATION: Staff recommends that Council schedule a public hearing for the January 15, 2024 Regular Meeting to consider the ROW Vacation Request for 1804 NW Edgehill Drive.

RESOLUTION NO. 23-011

A RESOLUTION setting a public hearing concerning the proposed vacation of a portion of city owned property at 600 NW 18th Loop.

WHEREAS, the City has received a request from the owner of 1804 NW Edgehill Drive at to vacate a portion of city owned property at 600 NW 18th Loop, and

WHEREAS, the portion of property at 600 NW 18th Loop is located on the south side of 1804 NW Edgehill Drive, and

WHEREAS, a sewer easement shall remain on the vacated property for the City to access the sewer line which runs through the property, and

WHEREAS, the Council of the City of Camas desires to initiate vacation proceedings for the property to be vacated, and

WHEREAS, it is necessary for the Council to fix a time and place for a public hearing to be held on the proposed street vacation,

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

Section I

The Council of the City of Camas does hereby initiate proceedings to vacate the following described portion of property located at 606 NW 18th Loop as described in Exhibit "A", attached hereto and by this reference incorporated herein.

Section II

A public hearing shall be held on the proposed vacation on the 16th day of January 2024, at 7:00 p.m., in the Council Chambers of the City Hall.

Section III

The City Clerk is directed to give twenty (20) days notice of the hearing by posting written notice in three of the most public places in the City of Camas, by posting a like notice on the portion of the streets to be vacated, and by mailing notice to the abutting property owners at

least fifteen (15) days prior to the date of hearing.

ADOPTED at a regular session of the City Council of Camas this 18th day of
December, 2023.

SIGNED: _____
Mayor

ATTEST _____
Clerk

Approved as to Form:

City Attorney

**AKS ENGINEERING & FORESTRY**

9600 NE 126th Avenue, Suite 2520, Vancouver, WA 98682

P: (360) 882-0419 F: (360) 882-0426

AKS Job #10382

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

**LEGAL DESCRIPTION
FOR
BOUNDARY LINE ADJUSTMENT**

EXISTING PARCEL NO. 85145-001

That portion of the Northeast Quarter of the Northeast Quarter of Section 10, Township 1 North, Range 3 East of the Willamette Meridian, in the City of Camas, Clark County, Washington, described as follows:

That tract of land described by Warranty Deed to the City of Camas recorded April 9, 1936, in Book 241 of Deeds, at Page 44, Clark County Auditor's Records, specifically described as follows:

BEGINNING at a point which is 403.5 feet south and 286.8 feet west of the northeast corner of Section 10, Township 1, North of Range3, E. W.M.;

Running thence West 80 feet;

Thence along the existing fence on the north side thereof west 20.31 feet;

Thence North parallel with the east line of said Section 10, 403.5 feet more or less, to the north line of said Section 10;

Thence East following the north line of said Section 10, 187.11 feet to a point which is 200 feet west of the northeast corner of said section 10;

Thence in a Southwesterly direction following the east line of Tax Lot 18 in said Section 10 as recorded in Assessors Plat Book, Clark County, Washington to a line running north and south that is parallel to the east line of said Section 10, 286.8 west thereof;

Thence South parallel with the east line of said Section 10 to the point of BEGINNING.

TOGETHER WITH that tract of land described by Quit Claim Deed to the City of Camas recorded April 16, 1936, in Book 241, at Page 79, Clark County Auditor's Records, specifically described as follows:

BEGINNING at the northeast corner of Section 10, Township 1 North, Range 3 East of the Willamette Meridian;

Thence West 200 feet;

Thence South 16°55' West to a point 337.31 feet south and 309.21 feet west of beginning;

Thence East 189.21 feet to the southeast corner of a tract sold to J.H. Van Buskirk;

Thence North to center of county road;

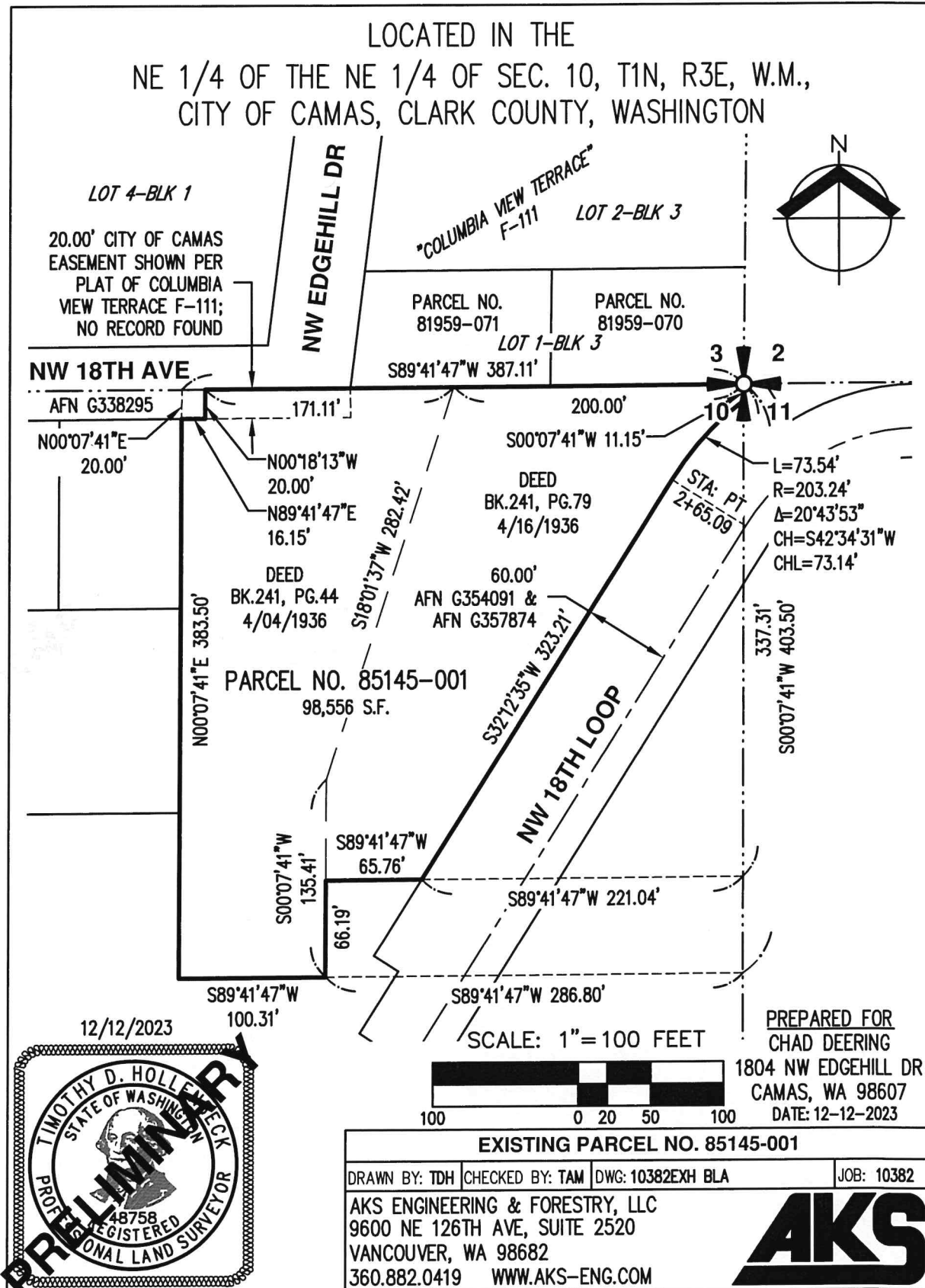
Thence Easterly along the center of county road to the east line of said Section 10;

Thence North to place of BEGINNING.

EXCEPT that portion thereof described by Quit Claim Deed for right-of-way purposes to Clark County recorded August 3, 1962, under Clark County Auditor's File Number G338295 and by Quit Claim Deed for right-of-way purposes recorded April 2, 1963, under Clark County Auditor's File Number G354091 and by Quit Claim Deed for right-of-way purposes recorded May 21, 1963, under Clark County Auditor's File Number G357874.



12.12.2023



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**LEGAL DESCRIPTION
FOR
BOUNDARY LINE ADJUSTMENT**

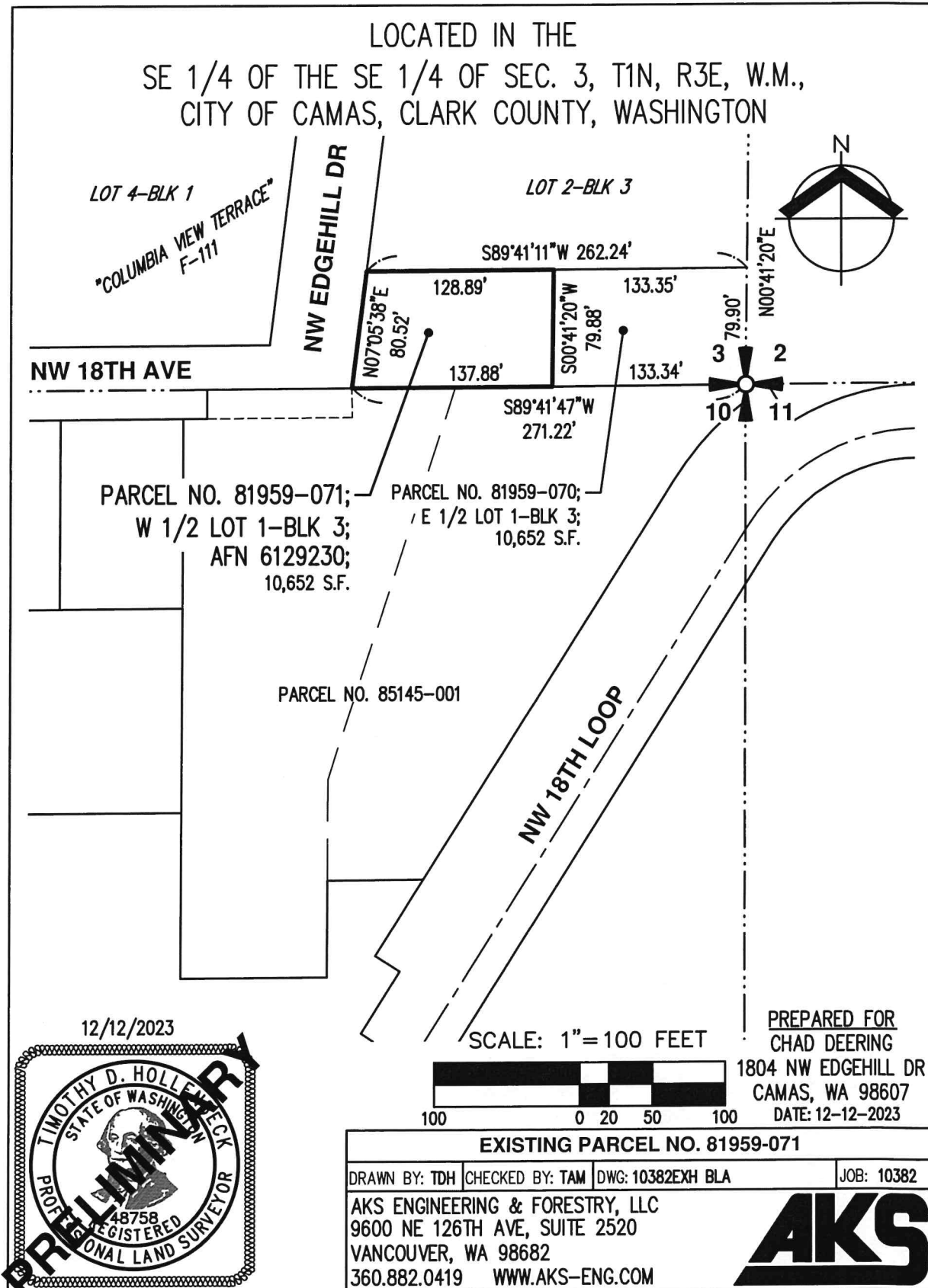
EXISTING PARCEL NO. 81959-071

That portion of the Southeast Quarter of the Southeast Quarter of Section 3, Township 1 North, Range 3 East of the Willamette Meridian, in the City of Camas, Clark County, Washington, described under Exhibit A of that Statutory Warranty Deed to Matthew Chad Deering recorded July 5, 2023, under Clark County Auditor's File Number 6129230, specifically described as follows:

The West Half of Lot 1, Block 3, Columbia View Terrace, according to the plat thereof, recorded in Volume "F" of Plats, Page 111, records of Clark County, Washington.



12.12.2023



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**LEGAL DESCRIPTION
FOR
BOUNDARY LINE ADJUSTMENT**

CONVEYANCE AREA

That portion of the Northeast Quarter of the Northeast Quarter of Section 10, Township 1 North, Range 3 East of the Willamette Meridian, in the City of Camas, Clark County, Washington, described as follows:

COMMENCING at the southeast corner of the Southeast Quarter of Section 3, Township 1 North, Range 3 East of the Willamette Meridian, said point being the southeast corner of Lot 1, Block 3, Columbia View Terrace, according to the Plat thereof recorded in Volume "F" of Plats, Page 111, records of said county;

Thence North 00°41'20" East, along the east line of the Southeast Quarter of said Section 3, a distance of 79.90 feet to the northeast corner of said Lot 1;

Thence South 89°41'11" West, along the north line of said Lot 1, a distance of 133.35 feet to the northeast corner of the West Half of said Lot 1;

Thence South 00°41'20" West, along the east line of the West Half of said Lot 1, parallel with the east line of the Southeast Quarter of said Section 3, a distance of 79.88 feet to the southeast corner of the West Half of said Lot 1, said point being on the North line of the Northeast Quarter of said Section 10, South 89°41'47" West, along said north line, 133.34 feet from the northeast corner thereof and the POINT OF BEGINNING;

Thence South 89°41'47" West, along the north line of the Northeast Quarter of said Section 10, a distance of 137.88 feet to the southwest corner of said Lot 1;

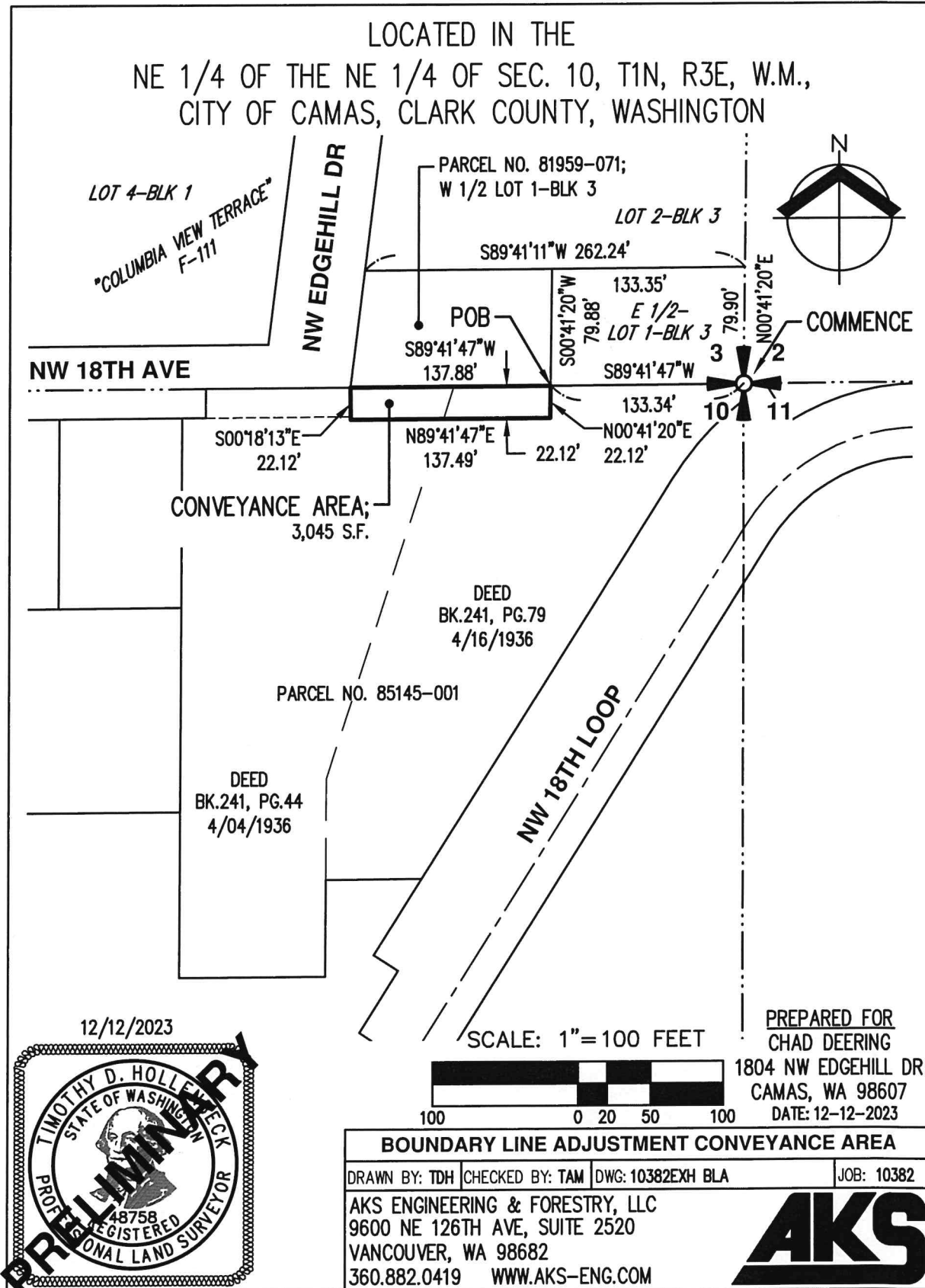
Thence South 00°18'13" East, leaving said north line, 22.12 feet to a point 22.12 feet south of, when measured perpendicular to, said north line;

Thence North 89°41'47" East, parallel with said north line, 137.49 feet to the southerly projection of the said east line of the West Half of said Lot 1;

Thence North $00^{\circ}41'20''$ East, along the southerly projection of said east line of the West Half of said Lot 1, parallel with the east line of the Southeast Quarter of said Section 3, a distance of 22.12 feet to the POINT OF BEGINNING.



12.12.2023



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**LEGAL DESCRIPTION
FOR
BOUNDARY LINE ADJUSTMENT**

ADJUSTED PARCEL NO. 85145-001

That portion of the Northeast Quarter of the Northeast Quarter of Section 10, Township 1 North, Range 3 East of the Willamette Meridian, in the City of Camas, Clark County, Washington, described as follows:

That tract of land described by Warranty Deed to the City of Camas recorded April 9, 1936, in Book 241 of Deeds, at Page 44, Clark County Auditor's Records, specifically described as follows:

BEGINNING at a point which is 403.5 feet south and 286.8 feet west of the northeast corner of Section 10, Township 1, North of Range3, E. W.M.;

Running thence West 80 feet;

Thence along the existing fence on the north side thereof west 20.31 feet;

Thence North parallel with the east line of said Section 10, 403.5 feet more or less, to the north line of said Section 10;

Thence East following the north line of said Section 10, 187.11 feet to a point which is 200 feet west of the northeast corner of said section 10;

Thence in a Southwesterly direction following the east line of Tax Lot 18 in said Section 10 as recorded in Assessors Plat Book, Clark County, Washington to a line running north and south that is parallel to the east line of said Section 10, 286.8 west thereof;

Thence South parallel with the east line of said Section 10 to the point of BEGINNING.

TOGETHER WITH that tract of land described by Quit Claim Deed to the City of Camas recorded April 16, 1936, in Book 241, at Page 79, Clark County Auditor's Records, specifically described as follows:

BEGINNING at the northeast corner of Section 10, Township 1 North, Range 3 East of the Willamette Meridian;

Thence West 200 feet;

Thence South 16°55' West to a point 337.31 feet south and 309.21 feet west of beginning;

Thence East 189.21 feet to the southeast corner of a tract sold to J.H. Van Buskirk;

Thence North to center of county road;

Thence Easterly along the center of county road to the east line of said Section 10;

Thence North to place of BEGINNING.

EXCEPT that portion thereof described by Quit Claim Deed for right-of-way purposes to Clark County recorded August 3, 1962, under Clark County Auditor's File Number G338295 and by Quit Claim Deed for right-of-way purposes recorded April 2, 1963, under Clark County Auditor's File Number G354091 and by Quit Claim Deed for right-of-way purposes recorded May 21, 1963, under Clark County Auditor's File Number G357874;

ALSO EXCEPT that portion thereof described as follows:

COMMENCING at the southeast corner of the Southeast Quarter of Section 3, Township 1 North, Range 3 East of the Willamette Meridian, said point being the southeast corner of Lot 1, Block 3, Columbia View Terrace, according to the Plat thereof recorded in Volume "F" of Plats, Page 111, records of said county;

Thence North $00^{\circ}41'20''$ East, along the east line of the Southeast Quarter of said Section 3, a distance of 79.90 feet to the northeast corner of said Lot 1;

Thence South $89^{\circ}41'11''$ West, along the north line of said Lot 1, a distance of 133.35 feet to the northeast corner of the West Half of said Lot 1;

Thence South $00^{\circ}41'20''$ West, along the east line of the West Half of said Lot 1, parallel with the east line of the Southeast Quarter of said Section 3, a distance of 79.88 feet to the southeast corner of the West Half of said Lot 1, said point being on the North line of the Northeast Quarter of said Section 10, South $89^{\circ}41'47''$ West, along said north line, 133.34 feet from the northeast corner thereof and the POINT OF BEGINNING;

Thence South $89^{\circ}41'47''$ West, along the north line of the Northeast Quarter of said Section 10, a distance of 137.88 feet to the southwest corner of said Lot 1;

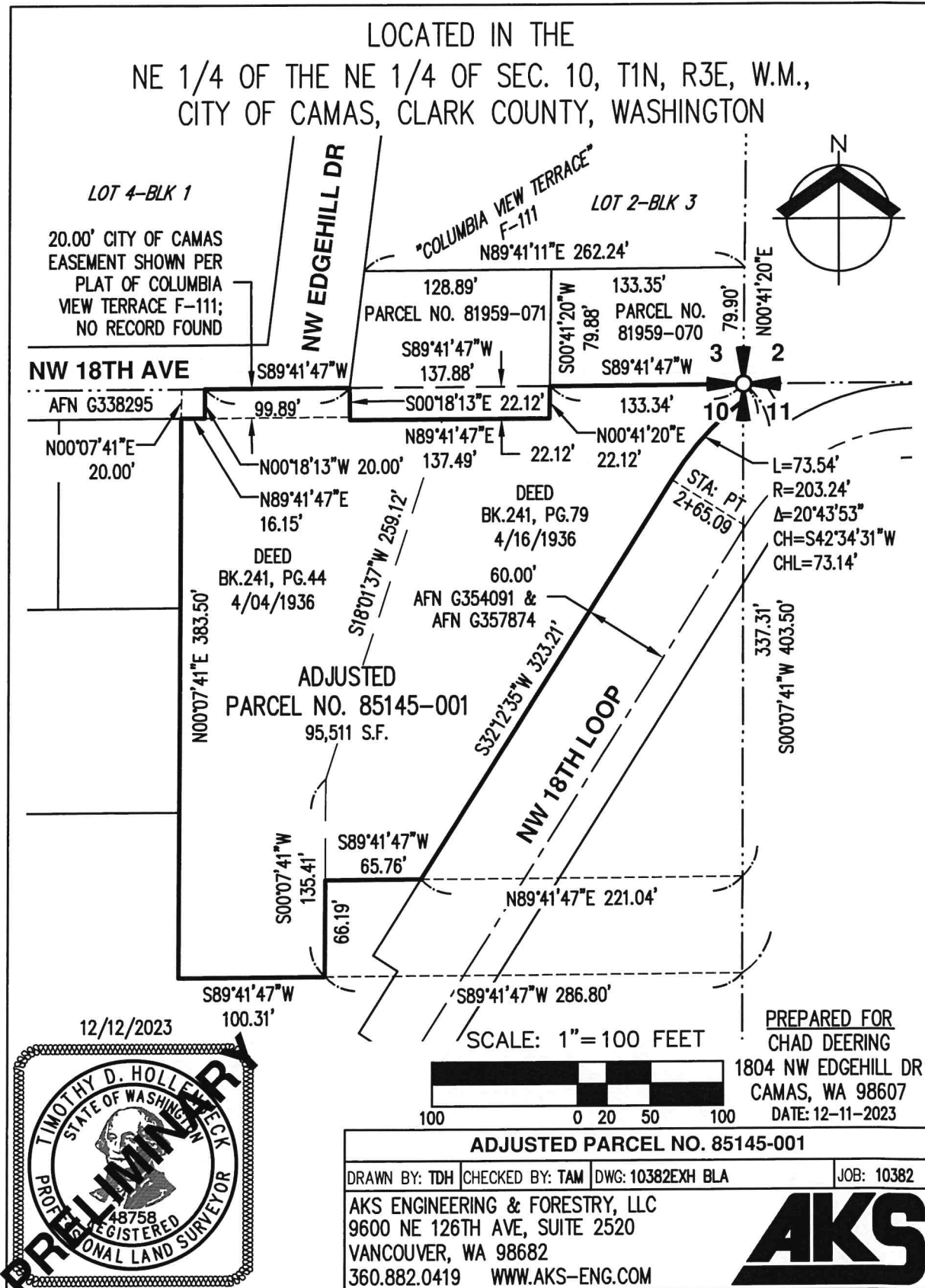
Thence South $00^{\circ}18'13''$ East, leaving said north line, 22.12 feet to a point 22.12 feet south of, when measured perpendicular to, said north line;

Thence North $89^{\circ}41'47''$ East, parallel with said north line, 137.49 feet to the southerly projection of the said east line of the West Half of said Lot 1;

Thence North $00^{\circ}41'20''$ East, along the southerly projection of said east line of the West Half of said Lot 1, parallel with the east line of the Southeast Quarter of said Section 3, a distance of 22.12 feet to the POINT OF BEGINNING.



12.12.2023



**AKS ENGINEERING & FORESTRY**

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P: (360) 882-0419 F: (360) 882-0426

AKS Job #10382

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

**LEGAL DESCRIPTION
FOR
BOUNDARY LINE ADJUSTMENT**

ADJUSTED PARCEL NO. 81959-071

That portion of the Southeast Quarter of the Southeast Quarter of Section 3 and the Northeast Quarter of the Northeast Quarter of Section 10, Township 1 North, Range 3 East of the Willamette Meridian, in the City of Camas, Clark County, Washington, described as follows:

The West Half of Lot 1, Block 3, Columbia View Terrace, according to the plat thereof, recorded in Volume "F" of Plats, Page 111, records of Clark County, Washington;

TOGETHER WITH that portion of the Northeast Quarter of the Northeast Quarter of said Section 10 described as follows:

COMMENCING at the southeast corner of the Southeast Quarter of Section 3, Township 1 North, Range 3 East of the Willamette Meridian, said point being the southeast corner of Lot 1, Block 3, Columbia View Terrace, according to the Plat thereof recorded in Volume "F" of Plats, Page 111, records of said county;

Thence North 00°41'20" East, along the east line of the Southeast Quarter of said Section 3, a distance of 79.90 feet to the northeast corner of said Lot 1;

Thence South 89°41'11" West, along the north line of said Lot 1, a distance of 133.35 feet to the northeast corner of the West Half of said Lot 1;

Thence South 00°41'20" West, along the east line of the West Half of said Lot 1, parallel with the east line of the Southeast Quarter of said Section 3, a distance of 79.88 feet to the southeast corner of the West Half of said Lot 1, said point being on the North line of the Northeast Quarter of said Section 10, South 89°41'47" West, along said north line, 133.34 feet from the northeast corner thereof and the POINT OF BEGINNING;

Thence South 89°41'47" West, along the north line of the Northeast Quarter of said Section 10, a distance of 137.88 feet to the southwest corner of said Lot 1;

Thence South 00°18'13" East, leaving said north line, 22.12 feet to a point 22.12 feet south of, when measured perpendicular to, said north line;

Thence North 89°41'47" East, parallel with said north line, 137.49 feet to the southerly projection of the said east line of the West Half of said Lot 1;

Thence North 00°41'20" East, along the southerly projection of said east line of the West Half of said Lot 1, parallel with the east line of the Southeast Quarter of said Section 3, a distance of 22.12 feet to the POINT OF BEGINNING.



12.12.2023

