



## **CITY COUNCIL MEETING AGENDA**

**Tuesday, September 2, 2014, at 7 p.m.**

**Camas City Hall, 616 NE 4<sup>th</sup> Avenue**

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NOTE: There are two public comment periods included on the agenda. Anyone wishing to address the City Council may come forward when invited; please state your name and address. Public comments are typically limited to three minutes, and written comments may be submitted to the City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.

### **I. CALL TO ORDER**

### **II. PLEDGE OF ALLEGIANCE**

### **III. ROLL CALL**

### **IV. PUBLIC COMMENTS**

### **V. CONSENT AGENDA**

- A. Approve the minutes of the August 18, 2014, Camas City Council Meeting and the work session minutes of August 18, 2014
- B. Approve claim checks as approved by the Finance Committee
- C. Authorize the write-off of the July 2014 Emergency Medical Services (EMS) billings in the amount of \$66,358.09. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance from patient. (submitted by Cathy Huber Nickerson)
- D. Award the contract for WS-713C Wastewater Treatment Facilities (WWTF) Fall Protection to the lowest responsible bidder, Cedar Mill Construction Company, LLC in the amount of \$61,706.70. The contract was bid on Tuesday, August 26, 2014. There was one bid received. (submitted by James Carothers)
- E. Authorize the Bid Award for Project S-583, NW 18<sup>th</sup> Avenue Bike and Pedestrian Trail Link improvements to the low bidder, Michael Green Construction, Inc., in the amount of \$214,159.61. This project is budgeted and funded with Federal Funds from the Transportation Alternatives Program grant, City matching funds and a donation of \$2,500 from the Knight's Pointe Home Owners Association (HOA). This project will provide a separated walking/biking path from SE 201<sup>st</sup> Street to NW Beech Street on NW 18<sup>th</sup> Avenue. This project is fully funded in the adopted 2014 budget. The funding sources and expenditures are shown on the attached memo. (submitted by James Carothers)

- F. Authorize Pay Estimate No. 4 for Project WS-714/WS-729 Water and Sewer Casing Installation under the Burlington Northern Santé Fe (BNSF) railroad tracks in the amount of \$232,853.27 to 3 Kings Environmental for work completed through August 23, 2014. (submitted by James Carothers)
- G. Authorize the Mayor to sign Change Order No. 1 for Project S-565 NW 38<sup>th</sup> Avenue Roadway Improvements, Phase 2, providing a credit to the City for the use of Common Borrow (native material) in lieu of Gravel Borrow (Bid Item A14) for roadway embankment. The cost negotiated for native material for use as embankment is \$10 per cubic yard less than the unit bid cost. Under ideal conditions, the City could recognize up to \$100,100 savings on this bid item (A14). (submitted by James Carothers)
- H. Authorize the Mayor to sign the Independent Contract Agreement with Waste Connections. With the recent retirement of Cal Hittle, the City is in the process of evaluating its options for solid waste collection services within the City. While the City completes the evaluation process, staff is recommending that the City contract with Waste Connections to provide a driver through an Independent Contract Agreement. This short-term solution allows time to complete the evaluation process without adding additional staff, allows for existing crew members to utilize accrued vacation time, and minimizes overtime. City staff has worked with Waste Connections to develop the attached Agreement. This item was presented via memorandum at the August 18<sup>th</sup> Workshop. (submitted by Eric Levison)
- I. Authorize the Mayor to sign an amendment to the On-Call Water and Wastewater Engineering Services Contract with Gray & Osborne, Inc. not to exceed \$23,700. Gray & Osborne, Inc. has submitted the attached Scope of Work to complete revisions to the City's General Sewer Plan Amendment for an amount not to exceed \$23,700. This work will incorporate the Phase 2B Wastewater Treatment Plant analysis and improvements into the General Sewer Plan Amendment. This work will also incorporate into the General Sewer Plan Amendment updated information regarding conceptual alternatives to provide sewer service to the North Urban Growth Area (NUGA). This item was presented via memorandum at the August 18<sup>th</sup> Workshop. (submitted by Steve Wall)

NOTE: Any item on the Consent Agenda may be removed from the Consent Agenda for general discussion or action.

#### **VI. NON-AGENDA ITEMS**

- A. Staff
- B. Council

#### **VII. MAYOR**

- A. Announcements
- B. 2014 Day of Service Proclamation

#### **VIII. PUBLIC COMMENTS**

**IX. EXECUTIVE SESSION**

A. Real Property

**X. ADJOURNMENT**

NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that a person with special needs has the opportunity to participate. For more information, please call 360.834.6864.



**CITY COUNCIL REGULAR MEETING MINUTES - DRAFT**  
**Monday, August 18, 2014 at 7:00 p.m.**  
**Camas City Hall, 616 NE 4<sup>th</sup> Avenue**

*NOTE: There are two public comment periods included on the agenda. Anyone wishing to address the City Council may come forward when invited; please state your name and address. Public comments are typically limited to three minutes, and written comments may be submitted to the City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.*

**I. CALL TO ORDER**

Mayor Pro-tem Steve Hogan called the meeting to order at 7 p.m.

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

Present: Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan, Melissa Smith, and Shannon Turk

Staff: Jerry Acheson, Bernie Bacon, Kristin Berquist, Phil Bourquin, Pete Capell, Cathy Huber Nickerson, Mitch Lackey, Eric Levison, Robert Maul, Attorney David Schultz, Nick Swinhart and Steve Wall

Press: Heather Acheson and Dawn Feldhaus of Camas-Washougal Post-Record

**IV. PUBLIC COMMENTS**

Dave Lattanzi, 2535 NW Quartz St., Camas, distributed a hand-out dated August 18, 2014, to Council and addressed equity in Camas parks.

**V. CONSENT AGENDA**

- A.** Approved the minutes of the August 4, 2014, Camas City Council Meeting and the work session minutes of August 4, 2014

Council Minutes 8-04-14 

Workshop Minutes 8-04-14 

- B. Approved claim checks numbered 122588-122755 and 122758-122762 in the amount of \$2,077,375.40.
- C. Authorized Pay Estimate No. 2 for Project S-565 NW 38th Phase 2 to Nutter Corporation, Inc. in the amount of \$497,258.62 for work completed from July 1, 2014 - July 31, 2014. (submitted by James Carothers)

S-565 NW 38th Signed Pay Est 2 

- D. Authorized Pay Estimate No. 1 for Project S-566 NW Friberg Street/ Goodwin Road Improvements in the amount of 338,870.53 to McDonald Excavating, Inc., for work completed through July 31, 2014. This project was partially funded by a Public Works Trust Fund Loan (PWTF) and a Community Economic Revitalization Board (CERB) grant administered by the Washington State Department of Commerce and the Washington State Department of Ecology. (submitted by James Carothers)

S-566 Pay Est 1 

- E. Authorized Pay Estimate No. 1 for Project S-589A 2014 Grind & Overlay to Granite Construction Company in the amount of \$281,105.57 for work completed through July 31, 2014. This project was budgeted and fully funded. (submitted by Eric Levison)

S-589A Pay Est 1 

- F. Authorized the Mayor to execute Change Order No. 1 for Project WS-714 & WS-729 STEP Sewer Main & Relocate Waterline for Burlington Northern Sante Fe (BNSF) Railroad to 3 Kings Environmental in the amount of \$16,532.34. The costs are related to relocation of the Polk Street Entry Bore Pit and related Shoring Rental; additional excavation associated with an erroneous waterline locate, and additional 8" pipe fittings and gate valve for the Garfield waterline connection. The cost impacts are expected to be off-set by a reduction in other items. (submitted by James Carothers)

WS-729 WS-714 Change Order 1 

- G. Awarded Project No. S-545C NW 38th Entry Monuments to the lowest responsible bidder, Rotschy, Inc. in the amount of \$44,273.81, including tax. This contract with Rotschy, Inc. provides for construction of the entry monuments on the west end of NW 38th Avenue. Quotes were opened on Tuesday, August 12, 2014. The engineer's estimate was \$33,400. (submitted by James Carothers)

S-545C Signed Bid Tab 8-12-14 

- H. Authorized Pay Estimate No. 2 for Project WS-741 STEP/STEF Tank Pumping to AAA Septic Service in the amount of \$6,889.26 for work completed through August 1, 2014. This project is budgeted and fully funded. (submitted by James Carothers)

WS-741 Pay Estimate No. 2 

- I. Authorized Pay Estimate No. 1 for Project No. SS-568 Camas Vactor Facility Upgrade to Nutter Corp. in the amount of \$199,653.95 for work completed through July 31, 2014. This amount includes a 5% retainage. This project is budgeted and fully funded. (submitted by Eric Levison)

SS-568 Vactor Pay Estimate 1 

**It was moved by Melissa Smith, seconded by Linda Dietzman to approve the Consent Agenda. The motion carried unanimously.**

NOTE: Any item on the Consent Agenda may be removed from the Consent Agenda for general discussion or action.

**VI. NON-AGENDA ITEMS**

**A. Staff**

There were no comments from staff.

**B. Council**

Anderson attended a recent Design Review meeting for a development on Lake Road, located just west of Sampson Sports.

Anderson and Turk have been involved in connecting a Homeowner's Association (HOA) with City staff regarding a speeding concern.

Anderson reminded everyone about the Camas and Clark County Open House at Lacamas Lake Lodge on Wednesday, August 20<sup>th</sup>, from 6 p.m. to 9 p.m. for the 2016 Comprehensive Plan Updates.

Anderson also distributed a handout regarding the Board of Freeholders and a home rule charter; he asked if Council would like to place this item on a workshop agenda in the near future.

Mayor returned to the meeting at 7:09 p.m. (after excusing himself from the workshop at 6:30 p.m.) and continued the conversation about whether

Council would like the Freeholder topic placed on a workshop agenda and Council concurred that they did.

Randy Curtis, Community Center Development Committee Chair, continued the comments he began at the earlier Council Workshop and spoke in support of the acquisition of Lacamas Swim and Sport. He noted it was important to change the mindset from purchasing a health club to presenting a fully implemented business model of a Camas Community Center using the Lacamas Swim and Sport facility.

After Council discussion, the consensus of Council was that, as proposed with bond funding, the majority of Council was not in favor of pursuing the acquisition of Lacamas Swim and Sport.

Mayor stated that if Council arrives at a consensus for other Community Center options at a later date, staff will work on those options.

## **VII. MAYOR**

### **A. Announcements**

Mayor did not have any announcements.

## **VIII. PUBLIC COMMENTS**

Dave Lattanzi, 2535 NW Quartz Street, Camas, spoke about needing leadership from Council regarding a community center.

## **IX. ADJOURNMENT**

The meeting adjourned at 8:05 p.m.

*NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that a person with special needs has the opportunity to participate. For more information, please call 360.834.6864.*

## **Quick Preview of Agenda and Supporting Documents**

[Council Agenda with Supporting Documents - Posted 8-13-14](#) 

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Mayor

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City Clerk



**CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT**  
**Monday, August 18, 2014 at 4:30 p.m.**  
**Camas City Hall, 616 NE 4<sup>th</sup> Avenue**

**I. CALL TO ORDER**

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

**II. ROLL CALL**

Present: Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan, Melissa Smith, and Shannon Turk

Staff: Jerry Acheson, Bernie Bacon, Kristin Berquist, Phil Bourquin, Pete Capell, Cathy Huber Nickerson, Mitch Lackey, Eric Levison, Robert Maul, City Attorney David Schultz, Nick Swinhart and Steve Wall

Press: Heather Acheson and Dawn Feldhaus of Camas-Washougal Post-Record

**III. PUBLIC COMMENTS**

Paul Gardner, 315 Sante Fe Dr., Vancouver, donated his comment time to Mark Elkins.

The following members of the public spoke regarding the decision of acquiring LaCamas Swim and Sport for a Community Center in Camas:

Chuck Clark, 2802 NW 9th Ave., Camas

Cassi Marshall, Community Center Development Committee, 521 NE 17th Ave., Camas

Bob Hinkel, original owner of Lacamas Swim and Sport, 20215 SE Brady Rd., Camas

Denise Croucher, current owner of Lacamas Swim and Sport, 2950 NW 38th Ave., Camas

The following person spoke regarding I-502 and Marijuana Retailing, Processing and Producing:

Mark Elkins, 2220 North T Street, Washougal

#### **IV. PUBLIC WORKS DEPARTMENT**

##### **A. Independent Contract Agreement with Waste Connections**

Details: With the recent retirement of Cal Hittle, the City is evaluating options for solid waste collection services within the City. During the evaluation process, staff recommended that the City contract with Waste Connections to provide a driver through an independent contract agreement. The City Attorney is in the process of finalizing the agreement with Waste Connections and is in coordination with our insurance authority. This short-term solution allows time to complete the evaluation process without adding additional staff, allows for existing crew members to utilize accrued vacation time, and minimizes overtime.

Department/Presenter: Eric Levison, Public Works Director

[Memo to Council Waste Connections 8-12-14](#) 

The contract agreement with Waste Connections will be placed on the September 2, 2014, Consent Agreement for consideration.

##### **B. General Sewer Plan Amendment Revisions**

Details: Gray & Osborne, Inc. submitted the attached Scope of Work not to exceed \$23,700 to complete revisions to the City's General Sewer Plan Amendment. The revisions included a description and analysis of the Phase 2B Wastewater Treatment Plant Upgrade Project and updated information regarding conceptual alternatives to provide sewer service to the North Urban Growth Area. Please see the attached Memorandum for additional information.

Department/Presenter: Steve Wall, Utility Manager

[G&O Proposal - GSP Amendment Revisions](#) 

[Memo to Council GSP Amendment 8-12-14](#) 

The Gray & Osborne, Inc. Scope of Work will be placed on the September 2, 2014, Consent Agenda for Council's consideration.

##### **C. Miscellaneous and Updates**

Details: Updates on miscellaneous or emergent items

Department/Presenter: Eric Levison, Public Works Director

There were no updates for miscellaneous or emergent items.

## **V. COMMUNITY DEVELOPMENT DEPARTMENT**

### **A. Brady Road and Camas Meadows Drive Federal Functional Roadway Classification**

Details: The Brady/Parker/Larkspur/Camas Meadows Drive corridor is the only contiguous north/south arterial located between 192nd Avenue and SR-500 in the City's Comprehensive Plan. This corridor serves hundreds of acres of commercial, industrial, and light industrial/business park properties. Staff recommended a consistent corridor designation in the Federal Highway Administration's Federal Functional Classification (FFC) system. The FFC system is used to determine appropriate use of federal funds for improvements to roadways. Roadways that are not classified in the FFC system are not eligible to receive federal funds. Currently, SE Brady Road from SE 192nd Avenue to NW McIntosh Road is classified as a minor arterial route. NW Brady Road and NW Parker Street from NW 16th Avenue to NW Lake Road are also classified as a minor arterial. Staff finds that this designation is appropriate for the entire corridor. Staff proposed the following modifications to the FFC system ratings: changing the status for NW Brady Road from McIntosh to 16th Avenue from collector to minor arterial; and adding the extension of Parker Street (known as Larkspur and Camas Meadows Drive) from Lake Road to Goodwin Road to the FFC system with a minor arterial designation.

Department/Presenter: James Carothers, Engineering Manager

[Brady-Parker-Larkspur-CMDr\\_MA\\_map](#) 

There were no questions or concerns voiced about this item. This request for changes will be brought before the Regional Transportation Advisory Committee (RTAC) for its consent. Upon consent from RTAC, this request will be sent to WSDOT for approval from the FHWA.

### **B. Change Order No. 1 for Project S-565 NW 38th Avenue Roadway Improvements, Phase 2**

Details: Change Order No. 1 provided the opportunity for a credit to the City for the use of Common Borrow (native material) in lieu of Gravel Borrow (Bid Item A14) for roadway embankment. The native material on-site was found to be suitable for embankment for this project. The Common Borrow (native material) will be placed and compacted in

accordance with the Contract Provisions and the Geotechnical Engineer's recommendations. The cost negotiated for native material for use as embankment is \$10 per cubic yard less than the unit bid cost. Under ideal conditions, the City could recognize up to \$100,000 savings on this bid item (A14).

Department/Presenter: James Carothers, Engineering Manager

There were no questions or concerns voiced about this item.

**C. I-502 and Marijuana Retailing, Processing and Producing**

Details: City Council passed Ordinance No. 2698 on April 7, 2014, establishing a moratorium on I-502 uses through October 21, 2014, together with a work program. City Council held a public hearing on May 19, 2014, to accept public comment regarding the City's interest in regulating the establishment, location, operation, maintenance or continuation of marijuana retail sales facilities, manufacturing facilities, and growing facilities asserted to be authorized or actually authorized under Washington Initiative Measure No. 502, or proposed Washington Administrative Code (WAC) Chapter 314-55, or any other laws of the State of Washington. The purpose of this workshop is for City Council to review, discuss and provide direction to staff on a path forward. Some options include-

1. Prepare amendments to CMC 18.07 Use Authorization providing for the establishment of state licensed retail marijuana facilities in certain commercially zoned areas and draft siting criteria to address concerns related to location, design, as well as public health safety and welfare. Additionally, prepare amendments to CMC 18.07 Use Authorization providing for the establishment of state licensed growing, manufacturing and processing of marijuana facilities in certain Industrial designated lands and draft siting criteria to address concerns related to location, design, as well as public health safety and welfare.
2. Same as Option 1 but prohibiting the establishment of state licensed growing, manufacturing and processing of marijuana facilities within the City of Camas.
3. Direct the City Attorney to prepare an ordinance prohibiting the establishment of retail marijuana facilities, marijuana producers, and marijuana processors within the City of Camas.

4. Other options as may be discussed at the workshop. Additional examples of options from Washougal, Vancouver and Clark County are attached.

Department/Presenter: David Schultz, City Attorney's Office and Phil Bourquin, Community Development Director

[Written Public Comments I-502](#) 

[Summary of public testimony from May 19, 2014](#) 

[Municipal Research Services Council \(MRSC\) Article](#) 

[Washougal Status](#) 

[Clark County Ordinance 2014-05-07](#) 

[Vancouver Ordinance and Background](#) 

[2014 Washington State Legislation](#) 

Capell said that City of Camas residents voted against the marijuana initiative. Most of the comments staff received from citizens have been in opposition to the initiative. Therefore, staff recommends that marijuana retail sales, manufacturing and growing facilities be prohibited through the City's land use tables. The revisions to the land use tables would sunset in two to three years, as determined by Council. After the sunset, many of the funding and operational questions will be answered through the local jurisdictions that have authorized marijuana sales, manufacturing and growing. In addition, the current lawsuits will have gone through the court system to give Council better direction. A future Council will revisit this issue at that time and based on the information they have gathered, should be able to make a more informed decision. This decision would not impact state law. People will still be able to use medical and recreational marijuana in Camas in accordance with current state laws. Camas residents will still have access to retail stores in close proximity in the City of Vancouver. Capell stated that there is a risk of a lawsuit. However, from the State Attorney General's opinion, the decision for zoning is within the local community's jurisdiction. Camas will have support, as long as the City does not cite the federal regulations. It may cost some attorney time, but Camas has the backing of the Washington Cities Insurance Authority, so our risk is not too great.

Mayor confirmed that the City of Camas received one Marijuana Producer Tier 3 application in December of 2013 while the moratorium was in effect.

After lengthy discussion by Council members and staff, staff was directed by Council to move forward with a non-sunset ban for growing and producing marijuana and a sunset ban for retailing marijuana. The sunset ban's length will be determined in the future. This fall, there will be a Planning Commission hearing as well as a Council hearing with potential adoption no later than October 20, 2014.

#### **D. Miscellaneous and Updates**

Details: Updates on miscellaneous or emergent items

Department/Presenter: Phil Bourquin, Community Development Director

There were no miscellaneous or emergent updates.

### **VI. CITY ADMINISTRATION**

#### **A. Lacamas Swim and Sport Acquisition**

Details: Staff has prepared answers for most of Council's previous questions about the possible Lacamas Swim and Sport acquisition for a Community Center. The City of Camas has maintained a vision to create a Community Center for several decades. Due to a number of factors, the possible purchase of Lacamas Swim and Sport could be the only chance the City has to fulfill that vision. An estimate of \$1,850,000 to renovate the Crown Park Pool and a cost to replace it for \$3,000,000 was received by Camas staff.

Operating a Community Center will not solely rely on pass holders. The Community Center sources of revenue would include:

- \* Annual Pass Holders
- \* Senior Membership Programs
- \* Daily Passes and Drop-ins
- \* Program and Class Fees
- \* Rentals

The Community Center would provide an opportunity to combine the City's Recreation Program with the Camas School District's Community Education Program which would greatly increase the programs offered to the public. A recreation facility that serves all ages, populations and abilities would receive 60% or more of the revenue from well-designed recreation programs and rentals. It would become a significant community asset.

Department/Presenter: Peter Capell, City Administrator

Acquisition Recommendation Memorandum 

## Community Center Financial Analysis

### City of Camas Lacamas Swim Club Review

Capell wrote a memo to address Council's questions; he reviewed the memo's points during the Council meeting:

1. The difference between a Community Center and Health Club was discussed with Angela Brosius, Firstenburg Manager, who indicated that 60% of the revenue is generated from well-designed recreation programs and rentals.
2. An appraiser was hired to review the appraisal. The appraiser understood the concerns about the price being too high; the appraiser confirmed the price of \$4.9 million for the buildings.
3. One of the most significant benefits of acquiring LaCamas Swim and Sport will be the ability to utilize the facility to create a first class recreation program. That program is also a key to the success of the Community Center.
4. Staff has not answered the question, "What is the condition of the pool, roof and other major facilities?" Staff has not pursued an inspection. If Council decides to proceed with the acquisition, then a thorough inspection by a specialist will be done. If any major deficiencies are found, the City will negotiate with the owner to make the repairs or reduce the price.

Capell stated that he believed that this acquisition would be successful and recommended that Council proceed with the acquisition. Council discussed the possibility and made comments.

Mayor Higgins excused himself at 6:30 p.m. to conduct an "ask" for Camas Parks and Recreation programs at Camas Meadows Golf Course. He will return as soon as possible.

Randy Curtis, Community Center Development Committee Chair, offered to respond to the concerns that surfaced during the discussion at the 7 p.m. Council Meeting and Mayor Pro-tem Hogan agreed.

## **B. Miscellaneous and Scheduling**

Details: Updates on miscellaneous or scheduling items

Department/Presenter: Peter Capell, City Administrator

There were no miscellaneous or scheduling item updates.

**VII. COUNCIL COMMENTS AND REPORTS**

Dietzman reported the outcome of the Lodging Tax Committee's Annual Meeting.

**VIII. PUBLIC COMMENTS**

Denise Croucher, owner of LaCamas Swim and Sport, made comments about the business direction of the health club in contrast to the direction of a typical community center.

**IX. ADJOURNMENT**

The meeting adjourned at 6:40 p.m.

NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that a person with special needs has the opportunity to participate. For more information, please call 360.834.6864.

**Quick Preview of Workshop Agenda and Supporting Documents - Posted August 13, 2014**

[Workshop Agenda with Supporting Documents - Posted August 13, 2014](#) 

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Mayor

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City Clerk



I, Peter Capell, City Clerk hereby certify that these bid tabulations are correct.

*Peter Capell*  
Peter Capell

Date

<b>PROJECT NO. WS-713C</b>				Engineer's Estimate		Cedar Mill Construction Co., LLC	
<b>DESCRIPTION: Wastewater Treatment Plant Fall Protection RE-BID</b>				\$57,452		19465 SW 89th Avenue	
<b>DATE OF BID OPENING: August 26, 2014 at 11:00 a.m.</b>				Entered by		Tualatin, OR 97062	
				r/s		503.885.9370	
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL
1	Mobilization	LS	1	\$3,000.00	\$3,000.00	\$575.00	\$575.00
2	Fall Protection Guardrails	LS	1	\$45,000.00	\$45,000.00	\$55,200.00	\$55,200.00
3	Project Documentation	LS	1	\$5,000.00	\$5,000.00	\$1,150.00	\$1,150.00
				Subtotal		\$53,400.00	
				8.4 % Sales Tax		\$4,452.00	
				Total		\$57,452.00	
						\$56,925.00	
						\$4,781.70	
						\$61,706.70	



Peter Capell, City Clerk, hereby certify  
that the bid is valid and correct.  
Peter Capell Date 8/26/2014

PROJECT NO. S-583				Engineer's Estimate: \$202,100.00		Michael Green Construction, Inc. PO Box 142 Washougal, WA 98671 360.518.1476		Haag & Shaw, Inc. 636 SE 3rd Avenue Camas, WA 98607 360.834.2514		3 Kings Environmental, Inc. PO Box 280 Battle Ground, WA 98604 360.666.5464	
DESCRIPTION: NW 18th Avenue Bike and Pedestrian Improvements DATE OF BID OPENING: August 26, 2014, at 10:00AM				Ent. By RLS							
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
A1	Roadway Surveying	LS	1.0	\$8,000.00	\$8,000.00	\$9,000.00	\$9,000.00	\$10,235.00	\$10,235.00	\$10,450.00	\$10,450.00
A2	SPEC Plan	LS	1.0	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
A3	Mobilization	LS	1.0	\$25,000.00	\$25,000.00	\$8,950.00	\$8,950.00	\$2,800.00	\$2,800.00	\$24,000.00	\$24,000.00
A4	Traffic Control Supervisor	LS	1.0	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$3,480.00	\$3,480.00	\$3,450.00	\$3,450.00
A5	Flaggers and Spotters	HR	240.0	\$50.00	\$12,000.00	\$54.00	\$17,960.00	\$55.00	\$13,200.00	\$59.00	\$14,160.00
A6	Other Traffic Control Labor	HR	8.0	\$50.00	\$400.00	\$56.00	\$448.00	\$55.00	\$440.00	\$59.00	\$472.00
A7	Other Temporary Traffic Control	LS	1.0	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$3,166.00	\$3,166.00
A8	Cleaning and Grubbing	ACRE	0.3	\$4,500.00	\$1,350.00	\$9,500.00	\$9,500.00	\$3,999.90	\$3,999.90	\$36,000.00	\$36,000.00
A9	Removal of Structures and Obstructions	LS	1.0	\$5,000.00	\$5,000.00	\$9,850.00	\$9,850.00	\$7,088.00	\$7,088.00	\$4,530.00	\$4,530.00
A10	Seawalling Asphalt Pavement	LF	175.0	\$2.50	\$437.50	\$3.50	\$612.50	\$2.50	\$437.50	\$4.00	\$700.00
A11	Earthwork	LS	1.0	\$21,500.00	\$21,500.00	\$17,950.00	\$17,950.00	\$100,600.00	\$100,600.00	\$13,200.00	\$13,200.00
A12	Porous Geotextile Fabric	SY	1,525.0	\$2.00	\$3,050.00	\$1.58	\$2,409.50	\$1.24	\$1,891.00	\$1.00	\$1,525.00
A13	Removable Barrier	CY	130.0	\$46.00	\$5,980.00	\$48.68	\$6,328.40	\$30.00	\$3,900.00	\$61.00	\$7,930.00
A14	Grushed Surfacing Top Course	CY	255.0	\$20.00	\$5,100.00	\$52.12	\$13,290.60	\$30.00	\$7,650.00	\$89.00	\$22,695.00
A15	Porous 1MA, CI 1/2" PG 70-72	TON	225.0	\$110.00	\$24,750.00	\$180.81	\$40,682.25	\$110.00	\$24,750.00	\$182.00	\$40,950.00
A16	Corrugated Polyethylene Storm Sewer Pipe, 6" Dia.	LF	6.0	\$70.00	\$420.00	\$38.10	\$228.60	\$25.00	\$150.00	\$86.00	\$516.00
A17	Corrugated Polyethylene Storm Sewer Pipe, 8" Dia.	LF	8.0	\$80.00	\$640.00	\$43.15	\$345.20	\$30.00	\$240.00	\$91.00	\$728.00
A18	12" Dia. Polyvinyl Chloride (PVC) C 900 Storm Sewer Pipe, 12" Dia.	LF	230.0	\$60.00	\$13,800.00	\$52.42	\$12,056.60	\$30.00	\$6,900.00	\$41.00	\$9,416.00
A19	Cable Basin, Type 2	EA	395.0	\$30.00	\$11,850.00	\$42.46	\$16,771.70	\$35.00	\$13,825.00	\$51.00	\$20,145.00
A20	Area Drain, 12" Basin	EA	2.0	\$1,500.00	\$3,000.00	\$2,491.00	\$4,982.00	\$1,200.00	\$2,400.00	\$1,822.00	\$3,644.00
A21	30" Basin with Solid Lid	EA	1.0	\$1,000.00	\$1,000.00	\$760.00	\$760.00	\$400.00	\$400.00	\$1,143.00	\$1,143.00
A22	Valve/Inlet Box Adjustment	EA	3.0	\$1,500.00	\$4,500.00	\$2,422.42	\$7,267.26	\$1,650.00	\$4,950.00	\$2,450.00	\$7,350.00
A23	ESCC Lead	DAY	2.0	\$250.00	\$500.00	\$300.00	\$600.00	\$150.00	\$300.00	\$250.00	\$500.00
A24	Frost Control	LS	1.0	\$4,000.00	\$4,000.00	\$4,680.00	\$4,680.00	\$50.00	\$50.00	\$5,675.00	\$5,675.00
A25	Landscaping	LS	1.0	\$13,663.00	\$13,663.00	\$7,930.00	\$7,930.00	\$7,880.00	\$7,880.00	\$8,671.50	\$8,671.50
A26	Driveway Construction Type HMA	SY	100.0	\$25.00	\$2,500.00	\$58.49	\$5,849.00	\$36.00	\$3,600.00	\$42.00	\$4,200.00
A27	Decorative Warning Devices	SF	36.0	\$40.00	\$1,440.00	\$28.00	\$1,008.00	\$34.20	\$1,231.20	\$70.00	\$2,520.00
A28	Quarry Spalls	CY	250.0	\$10.00	\$2,500.00	\$12.60	\$3,150.00	\$35.00	\$8,750.00	\$49.00	\$12,250.00
A29	Irrigation System	LS	1.0	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$4,520.00	\$4,520.00	\$4,723.50	\$4,723.50

CONTRACT TOTAL  
(BASIS OF AWARD)

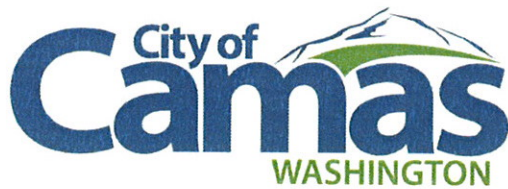
\$202,100.50

\$214,159.61

\$238,467.60

\$242,524.00

Non-responsive. Bidder did not submit:  
DOT Form No. 272-056A E/P  
DOT Form No. 422-031A E/P



**MEMORANDUM**

**Date:** 08-26-2014

**To:** Council and Mayor

**From:** Staff

**Subject:** S-583 – NW 18<sup>th</sup> Avenue Bike and Pedestrian Link Improvements – Overall Project Funding and Expenses

Below is an updated breakdown of the overall 2014 budgeted project funding and the projected overall costs based on the August 26<sup>th</sup> construction bid opening. The amounts below are rounded to the nearest hundred dollars.

\*Consultant services expenses and change orders are estimated variables.

<u>Source</u>	<u>Funding</u>	<u>Expenses</u>
FHWA TAP	\$ 220,000	
Knight's Pointe HOA Donation	\$ 2,500	
Camas Stormwater ('14 Budget)	\$ 52,800	
Consultant Design Cost (*est.)		\$ 55,000
Engineering and Testing Services (*est.)		\$ 30,000
Construction Bid Amount		\$ 214,100
Estimated Change Orders (5%)		\$ 10,700
Trails (REET 2, '14 Budget)	\$ 50,000	
=====		
Totals	\$ 325,300	\$ 309,800
=====		

Project Funding Less Expenses = \$ 15,500

CITY OF CAMAS  
PROJECT NO. WS-714/729  
Project Name: STEP SEWER RR CROSSING/GARFIELD WATER LINE

PAY ESTIMATE: FOUR  
PAY PERIOD: 7/27/14 through 8/23/14  
ORIGINAL CONTRACT AMOUNT: \$690,809.35

3 Kings Environmental  
1311 SE Grace Ave  
Battle Ground, WA 98604  
360-666-5464

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
SCHEDULE A: STEP SEWER RR CROSSING, WS-714											
1	Mobilization	LS	1.00	\$25,000.00	\$25,000.00	1.00	\$25,000.00	0.00	\$0.00	1.00	\$25,000.00
2	SPCC Plan	LS	1.00	\$500.00	\$500.00	1.00	\$500.00	0.00	\$0.00	1.00	\$500.00
3	Project Temporary Traffic Control	LS	1.00	\$2,875.00	\$2,875.00	0.25	\$718.75	0.75	\$2,156.25	1.00	\$2,875.00
4	Cushed Surfacing Base Course	CY	5.00	\$48.50	\$242.50	0.00	\$0.00	5.00	\$242.50	5.00	\$242.50
5	HMA CI 1/2 in. Pg 64-22	TON	5.00	\$180.00	\$900.00	0.00	\$0.00	6.87	\$1,236.60	6.87	\$1,236.60
6	PVC Sanitary Sewer Pipe 24 inch Diam.	LF	110.00	\$158.00	\$17,380.00	0.00	\$0.00	99.00	\$15,642.00	99.00	\$15,642.00
7	Testing Sewer Pipe	LF	110.00	\$11.00	\$1,210.00	0.00	\$0.00	99.00	\$1,089.00	99.00	\$1,089.00
8	48 inch Steel Casing	LF	94.00	\$2,103.00	\$19,768.20	40.00	\$84,120.00	38.00	\$79,914.00	78.00	\$164,034.00
9	Ramming Shaft	EA	1.00	\$26,250.00	\$26,250.00	0.90	\$23,625.00	0.10	\$2,625.00	1.00	\$26,250.00
10	Reception Shaft	EA	1.00	\$10,050.00	\$10,050.00	0.00	\$0.00	1.00	\$10,050.00	1.00	\$10,050.00
11	Obstruction Removal	EST	1.00	\$20,000.00	\$20,000.00	0.00	\$0.00	0.49	\$9,871.23	0.49	\$9,871.23
12	Erosion & Water Pollution Control	LS	1.00	\$3,420.00	\$3,420.00	0.75	\$2,565.00	0.25	\$855.00	1.00	\$3,420.00
13	Utility Marker Posts	EA	1.00	\$150.00	\$150.00	0.00	\$0.00	1.00	\$150.00	1.00	\$150.00
14	Casing Vent Standpipe	EA	1.00	\$2,770.00	\$2,770.00	0.00	\$0.00	1.00	\$2,770.00	1.00	\$2,770.00

TOTAL STEP SEWER SCHEDULE A: \$308,429.50  
Sales Tax (8.4%): \$25,908.08  
Subtotal: \$334,337.58

\$136,528.75  
\$11,468.42  
\$147,997.17  
\$126,601.58  
\$10,634.53  
\$137,236.11  
(\$6,330.08)  
\$130,906.03  
\$263,136.33  
\$22,102.95  
\$285,233.28

5% RETAINAGE  
SCHEDULE A: WS-714 TOTAL LESS RETAINAGE

SCHEDULE A: CHANGE ORDERS, WS-714											
1	C.O. #1 - Item C, Over Excavation for 8 inch Tie-In	EA	1.00	\$3,691.21	\$3,691.21	0.00	\$0.00	1.00	\$3,691.21	1.00	\$3,691.21
2	C.O. #1 - Item D, Upsize Fittings, 6 inch to 8 inch	EA	1.00	\$2,908.46	\$2,908.46	0.00	\$0.00	1.00	\$2,908.46	1.00	\$2,908.46
				\$0.00	\$0.00	0.00	\$0.00	1.00	\$0.00	1.00	\$0.00

TOTAL CHANGE ORDER SCHEDULE A: \$6,599.67  
Sales Tax (8.4%): \$554.37  
Subtotal: \$7,154.04

5% RETAINAGE  
SCHEDULE A: CHANGE ORDER TOTAL LESS RETAINAGE

\$6,599.67  
\$554.37  
\$7,154.04  
(\$329.98)  
\$6,824.06

CITY OF CAMAS  
PROJECT NO. WS-7141729  
Project Name: STEP SEWER RR CROSSING/GARFIELD WATER LINE

PAY ESTIMATE: FOUR  
PAY PERIOD: 7/27/14 through 8/23/14  
ORIGINAL CONTRACT AMOUNT: \$690,809.35

3 Kings Environmental  
1311 SE Grace Ave  
Battle Ground, WA 98604  
360-686-6464

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
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SCHEDULE B: STEP GARFIELD WATER LINE, WS-729											
1	Mobilization	LS	1.00	\$25,000.00	\$25,000.00	1.00	\$25,000.00	0.00	\$0.00	1.00	\$25,000.00
2	SPCC Plan	LS	1.00	\$500.00	\$500.00	1.00	\$500.00	0.00	\$0.00	1.00	\$500.00
3	Archaeological Standby Time	HR	12.00	\$400.00	\$4,800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
4	Clearing And Grubbing	LS	1.00	\$675.00	\$675.00	1.00	\$675.00	0.00	\$0.00	1.00	\$675.00
5	Project Temporary Traffic Control	LS	1.00	\$3,600.00	\$3,600.00	0.80	\$2,880.00	0.20	\$720.00	1.00	\$3,600.00
6	Crushed Surfacing Base Course	CY	25.00	\$1,212.50	\$30,312.50	0.00	\$0.00	25.00	\$1,212.50	25.00	\$30,312.50
7	HMA C.I. 112 In. Pg 64-22	TON	5.00	\$180.00	\$900.00	0.00	\$0.00	6.76	\$1,216.80	6.76	\$1,216.80
8	Shoring	LF	1.00	\$2,200.00	\$2,200.00	1.25	\$2,750.00	0.00	\$0.00	1.25	\$2,750.00
9	Plugging Existing Pipe	EA	3.00	\$990.00	\$2,970.00	1.00	\$990.00	3.00	\$2,970.00	4.00	\$3,960.00
10	Removal and Replacement of Unsuitable Mat.	CY	20.00	\$75.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
11	Existing Water Main Restraint	EA	3.00	\$850.00	\$2,550.00	0.00	\$0.00	3.00	\$2,550.00	3.00	\$2,550.00
12	Ductile Iron Class 52 Pipe for Water Main 6 In.	LF	20.00	\$150.00	\$3,000.00	4.00	\$600.00	11.00	\$1,650.00	15.00	\$2,250.00
13	Ductile Iron Class 52 Pipe for Water Main 16 In.	LF	280.00	\$200.00	\$56,000.00	139.00	\$27,800.00	141.00	\$28,200.00	280.00	\$56,000.00
14	Butterfly Valve 16 in.	EA	1.00	\$3,182.00	\$3,182.00	1.00	\$3,182.00	0.00	\$0.00	1.00	\$3,182.00
15	Tapping Sleeve and Valve Assembly, 16x6 in.	EA	1.00	\$4,296.00	\$4,296.00	0.00	\$0.00	1.00	\$4,296.00	1.00	\$4,296.00
16	48-inch Steel Casing	LF	66.00	\$2,103.00	\$138,798.00	65.50	\$137,746.50	0.00	\$0.00	65.50	\$137,746.50
17	Running Shaft	EA	1.00	\$25,700.00	\$25,700.00	1.00	\$25,700.00	0.00	\$0.00	1.00	\$25,700.00
18	Reception Shaft	EA	1.00	\$8,115.00	\$8,115.00	0.50	\$4,057.50	0.50	\$4,057.50	1.00	\$8,115.00
19	Obstruction Removal	EST	1.00	\$30,000.00	\$30,000.00	0.00	\$0.00	1.00	\$30,000.00	1.00	\$30,000.00
20	Erosion & Water Pollution Control	LS	1.00	\$3,400.00	\$3,400.00	0.70	\$2,380.00	0.30	\$1,020.00	1.00	\$3,400.00
21	Seeding, Fertilizing, and Mulching	LS	1.00	\$5,000.00	\$5,000.00	0.00	\$0.00	1.00	\$5,000.00	1.00	\$5,000.00
22	Utility Marker Posts	EA	3.00	\$150.00	\$450.00	0.00	\$0.00	3.00	\$450.00	3.00	\$450.00
23	Removing and Resetting Beam Guardrail	LF	10.00	\$500.00	\$5,000.00	12.50	\$6,250.00	0.00	\$0.00	12.50	\$6,250.00
TOTAL GARFIELD WATERLINE					\$328,848.50		\$240,511.00		\$83,342.80		\$328,853.80
Sales Tax (8.4%):					\$27,623.27		\$20,202.92		\$7,000.80		\$27,203.72
Subtotal:					\$356,471.77		\$260,713.92		\$90,343.60		\$351,057.52
									(\$4,167.14)		
5% RETAINAGE									\$86,176.46		

SCHEDULE B: WS-729 TOTAL LESS RETAINAGE

SCHEDULE B: CHANGE ORDERS, WS-729											
1	C.O. #1 - Item A, Relocate Ramming Shaft	EA	1.00	\$6,174.81	\$6,174.81	0.00	\$0.00	1.00	\$6,174.81	1.00	\$6,174.81
2	C.O. #1 - Item B, Return of Shoring	EA	1.00	\$2,476.76	\$2,476.76	0.00	\$0.00	1.00	\$2,476.76	1.00	\$2,476.76
				\$0.00	\$0.00	0.00	\$0.00	1.00	\$0.00	1.00	\$0.00
TOTAL CHANGE ORDER SCHEDULE B:					\$8,651.57		\$0.00		\$8,651.57		\$8,651.57
Sales Tax (8.4%):					\$726.73		\$0.00		\$726.73		\$726.73
Subtotal:					\$9,378.30		\$0.00		\$9,378.30		\$9,378.30
									(\$432.58)		
5% RETAINAGE									\$8,945.72		

SCHEDULE B: CHANGE ORDER TOTAL LESS RETAINAGE

CITY OF CAMAS  
PROJECT NO. WS-714/729  
Project Name: STEP SEWER RR CROSSING/GARFIELD WATER LINE

PAY ESTIMATE: FOUR  
PAY PERIOD: 7/27/14 through 8/23/14  
ORIGINAL CONTRACT AMOUNT: \$690,809.35

3 Kings Environmental  
1311 SE Grace Ave  
Battle Ground, WA 98604  
360-666-5464

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
WS-714 / WS-729 SCHEDULE A&B:											
ORIGINAL CONTRACT TOTAL					\$637,278.00		\$377,039.75		\$209,944.36		\$566,984.13
CHANGE ORDERS TO DATE							\$0.00		\$15,251.24		\$15,251.24
SUBTOTAL					\$637,278.00		\$377,039.75		\$225,195.62		\$602,235.37
SALES TAX (8.4%)					\$53,631.35		\$31,671.34		\$18,916.43		\$60,587.77
TOTAL CONTRACT					\$690,809.35		\$408,711.09		\$244,112.05		\$662,823.14
LESS 5% RETAINAGE							(\$18,851.99)		(\$11,259.78)		(\$30,111.77)
TOTAL LESS RETAIN.							\$389,859.10		\$232,852.27		\$622,711.37

WS-714 SEWER ACT. NUMBER: 424-00-594-350-65  
WS-729 WATER ACT. NUMBER: 424-00-594-343-65

THIS PAY EST: \$137,730.09  
THIS PAY EST: \$95,122.18

Project Engineer St. Bueck Date 8/22/14

Contractor Melby S&A Date 8-22-2014

Project Manager James Nelson Date 8/22/2014



City of Camas  
Contract Change Order

Order No. 1 Date September 2, 2014  
Contract for S-565 NW 38<sup>th</sup> Ave. Roadway Improvements, Ph. 2  
To Nutter Corp.  
(Contractor)

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

Description of Changes

- A. **Bid Item A14 - Gravel Borrow**, the Contractor requests that quantities be measured by tonnage vs. cubic yard. The tonnage, as shown on the trip tickets, will be converted to cubic yards for payment. Conversion Factor calculation based on 'central mass sand & gravel' tests conducted by testing agency on the gravel borrow.

The agreed upon conversion factor is 1.6 Tons/CY.

- B. **Bid Item A14 - Gravel Borrow**, the Contractor requests that material quantities be adjusted from the original bid quantity (14,300 cy) to reflect adjusted quantities (4,285 cy). Price per cubic yard to remain at original unit price of \$18.50/cy for adjusted quantities. It is agreed that if the adjusted quantities exceed the 25% threshold (5,360 cy) that the unit price per cy will remain at \$18.50/cy.

Original Quantity 14,300 cy @ \$18.50/cy = \$264,550.00

Adjusted Quantity: 4,285 cy @ 18.50/cy = \$79,272.50

Remaining Balance Between Original and Adjusted Quantities = 10,015 cy

**Decrease in Contract Price for A14 is approximately \$185,277.50**

- C. **Common Borrow** - the Contractor requests the use of Common Borrow (native material) in lieu of Gravel Borrow (Bid Item A14) for roadway embankment. The native material on-site was found to be suitable for roadway embankment.

The Contractor has agreed that the remaining balance in material quantities, due to the change from Gravel Borrow (A14) to Common Borrow, will not exceed 10,015 cy, as shown in Item B, above. The negotiated unit bid cost for Common Borrow shall be \$8.50/cy. It is agreed that if the remaining quantity balance is less than 75% of 10,015 cy, the negotiated unit bid cost will remain at \$8.50/cy.

Remaining Quantity Balance: 10,015 cy @ \$8.50/cy = \$85,127.50

**Increase in Contract Price is approximately \$85,127.50**

**Net Decrease in Contract Price: \$100,150.00**

**NOTE:**

**Item A**-Approval was given by the City (Project Engineer, A. Ashton) on August 25, 2014.

**Items B&C**-Approval for change in material was given by the City Council on August 18, 2014.

The amount of the contract, prior to sales tax, will be (**decreased**) (increased) by the sum of: one hundred thousand one hundred fifty dollars and zero cents (\$100,150.00).

The contract total, including the original contract total, this and previous change orders will be: four million one hundred nineteen thousand four hundred forty-seven dollars and twenty-two cents (\$4,119,447.22). **Sales tax is included in this total.**

The contract period provided for completion will be (increased) (decreased) (**unchanged**): 0 days.

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

Requested	<u>James Hodges</u> Project Manager	<u>8/26/2014</u> Date
Recommended	<u>Jim E. Caruth</u> Engineering Manager	<u>8/26/2014</u> Date
Accepted	<u>Jennifer Garrett</u> Contractor	<u>8/26/2014</u> Date
Approved	_____ Mayor	_____ Date

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made and entered into as of \_\_\_\_\_, 2014, by and between the City of Camas, a Washington municipal corporation (the "City"), and Waste Connections of Washington, Inc., a Washington corporation ("Waste Connections").

WHEREAS, the City currently provides solid waste collection services to the City and its residents; and

WHEREAS, Waste Connections currently provides drop box and recycling services for the City; and

WHEREAS, as part of the drop box and recycling services provided to the City, the employees of Waste Connections are familiar with the rules and procedures of the City, as well as the routes utilized by the City in its solid waste collection services; and

WHEREAS, the City is currently evaluating its options for solid waste collection services within the City; and

WHEREAS, the City is currently in need of a driver for a solid waste disposal truck, and the City desires to avoid the cost of retaining a new employee while the City is in the process of evaluating citywide solid waste collection services; and

WHEREAS, the City has notified the union representing the solid waste collection drivers of the potential for retaining an independent contractor to provide driver services during this interim period of evaluation for the continuation of solid waste collection services by the City; and

WHEREAS, as a condition for retention of any Waste Connections employee for solid waste truck driver services, the employee will be required to directly report to City personnel for instructions and route schedules and to follow other City procedures, as may be established,

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. **Services.** Beginning on \_\_\_\_\_ ("Effective Date"), and remaining in effect for a period not to exceed six months from the date of this Agreement, Waste Connections shall provide the City with a solid waste truck driver (the "Driver") whom shall follow instructions, route schedules, and other City procedures as directed by City personnel.

2. **Waste Connections Representations and Warranties.** Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, Waste Connections makes the following representations and warranties.

2.1. That it is fully authorized and empowered to enter into this Agreement, and that its performance of the obligations under this Agreement will not violate any agreement between

Waste Connections and any other person, firm or organization or any law or governmental regulation.

2.2. That it is in full compliance with any and all laws and/or statutes applicable to the services described hereunder.

3. **Compensation.** The work performed by the Driver shall be performed at the rate of \$38 per hour for the first 40 hours of work performed each week. If the Driver works over 40 hours in a week, an overtime rate will apply at \$49 per hour for all hours in excess of 40. If the Driver is required to work on a Holiday, City will be charged \$38 per hour for eight hours, plus the overtime rate of \$49 per hour for actual hours worked by the Driver. A "Holiday" is defined as January 1<sup>st</sup>, Memorial Day, July 4<sup>th</sup>, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. The total compensation for work performed by the Driver will not exceed the total estimated amount of \$8,000 per month.

4. **Independent Contractor Status.**

4.1. Waste Connections is an independent contractor of City. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

4.2. Waste Connections shall have no authority to act as agent for, or on behalf of, the City, or to represent the City, or bind the City in any manner.

4.3. The Driver shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the City.

4.4. Waste Connections shall be responsible for payment of all workers compensation insurance for, wages to, and withholding of all taxes from, the Driver

5. **Confidential Information.** Waste Connections and its employees shall not, during the time of rendering services to the City or thereafter, disclose to anyone other than authorized employees of the City (or persons designated by such duly authorized employees of the City) or use for the benefit of Waste Connections and its employees or for any entity other than the City, any information of a confidential nature, including but not limited to, information relating to: any such materials or intellectual property; any of the City projects or programs; the technical, commercial or any other affairs of the City; or, any confidential information which the City has received from a third party.

6. **Indemnification.**

6.1. Waste Connections shall defend, indemnify, and hold the City, its officers, officials and employees harmless from any and all claims, injuries, damages, losses, or suits, including reasonable attorney fees, to the extent arising out of or connected in any way with the negligent or willful acts or omissions of the Driver.

6.2. Except as set forth in Section 6.1, the City shall defend, indemnify, and hold Waste Connections, its directors, officers and employees harmless from any and all claims, injuries, damages, losses, or suits, including reasonable attorney fees, arising out of or connected in any way with the performance of this Agreement.

6.3. Should a court of competent jurisdiction determine that the 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 Waste Connections and the City, its officers, officials, employees, and volunteers, Waste Connections' liability hereunder shall be only to the extent of Waste Connections' negligence, or that of its employees, agents, and subcontractors. It is further specifically and expressly understood that the indemnification provided herein constitutes Waste Connections' waiver of immunity under Title 51 of the Revised Code of Washington, relating to industrial insurance, 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.

## **7. Duration, Scope and Severability.**

7.1. The City may terminate this Agreement for any reason upon seven days' notice to the Waste Connections. Either party may terminate this Agreement for cause immediately upon notice to the breaching party.

7.2. This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

7.3. This Agreement may be amended only by written agreement duly executed by an authorized representative of each party.

7.4. If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

7.5. No modifications to this Agreement shall be binding upon the City without the express, written consent of the City.

7.6. This Agreement shall not be assigned by either party without the express consent of the other party.

## **8. Liability Insurance.**

8.1. Waste Connections agrees to carry commercial general liability insurance protecting itself and the City, its officers and employees, from the matters addressed in Section 6.1. Such liability insurance shall be in the amount of \$ 2,000,000.00 and shall name the

City as an additional insured, and upon request by City, Waste Connections agrees to deliver to City a certificate of said insurance policy. Waste Connections shall carry workers' compensation insurance in compliance with all applicable laws.

8.2. The City agrees to carry commercial general liability insurance protecting itself and Waste Connections, its directors, officers and employees, from any claims of persons for injuries to life, person or property by reason of anything done or permitted to be done or suffered or omitted to be done by the City or its employee, in the performance of this Agreement. Such liability insurance shall be in the amount of \$2,000,000.00, and shall name Waste Connections as an additional insured, and upon request by Waste Connections, the City agrees to deliver to City a certificate of said insurance policy. The City agrees to carry automobile liability insurance in the amount of \$1,000,000.00, and shall name Waste Connections as an additional insured, and upon request by Waste Connections, the City agrees to deliver to City a certificate of said insurance policy.

9. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement shall only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of Washington. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN THE STATE OF WASHINGTON.

10. **Liability.** The City shall not be responsible for federal, state and local taxes derived from the Driver's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Driver's.

11. **Waiver of Rights.** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have each executed this agreement as of the Effective Date.

CITY OF CAMAS

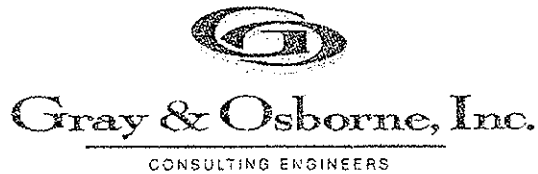
WASTE CONNECTIONS OF  
WASHINGTON, INC.

\_\_\_\_\_  
By:\_\_\_\_\_

Title;\_\_\_\_\_

\_\_\_\_\_  
By:\_\_\_\_\_

Title:\_\_\_\_\_



July 24, 2014

Mr. Eric Levison  
Public Works Director  
City of Camas  
616 NE Fourth Avenue  
Camas, Washington 98642

SUBJECT: PROPOSAL FOR GENERAL SEWER PLAN AMENDMENT  
REVISIONS  
CITY OF CAMAS, CLARK COUNTY, WASHINGTON  
G&O #20134.73

Dear Mr. Levison:


Per your request, Gray & Osborne, Inc. is submitting this proposal for completing revisions to the April 2010 General Sewer Plan to incorporate the modifications at the WWTF constructed during Phase 2B and recent modifications to the NUGA Sewer Service Plan. David Knight at Ecology requested that the Phase 2B revisions be completed before he reviews the Amendment. The scope of work includes completing the revisions, submittal of the Amendment to Ecology and adjacent purveyors, responding to comments, and incorporation of comments into the Amendment. (A separate proposal for an amendment to our general engineering services has been submitted for completing the evaluation of sewer service alternatives for the NUGA. The scope for this amendment only includes incorporation of that evaluation in the General Sewer Plan Amendment.)

For this project, I would serve as Project Manager and Greg Harem and Abbey Trautman in our Vancouver office will serve as Project Engineers. John Wilson and Tom Zerkel will provide quality assurance. As indicated in the attached Exhibit B, the estimated cost of the attached scope of work is the not-to-exceed amount of \$23,700.

Please advise us should you require any additional information concerning this proposal.

Sincerely,

GRAY & OSBORNE, INC.



Jay L. Swift, P.E.

JLS/hhj  
Encl.

cc: Mr. Jim Hodges, Capital Projects Manager, City of Camas  
Mr. Steve Wall, Utilities Director, City of Camas



Mr. Eric Levison  
July 24, 2014  
Page 2

### **CITY OF CAMAS – GENERAL SEWER PLAN AMENDMENT REVISIONS**

Gray & Osborne, Inc. is hereby authorized to proceed with the engineering services for the General Sewer Plan Amendment Revisions as noted herein and under the terms and conditions of our current On-Call Water and Wastewater Engineering Services Contract dated December 2, 2013, for a cost not to exceed \$23,700 as noted herein without further written direction and authorization of the City.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **CITY OF CAMAS GENERAL SEWER PLAN AMENDMENT REVISIONS**

This exhibit describes a scope of work for completing revisions to the City's April 2010 General Sewer Plan Amendment to incorporate the changes to the WWTF from Phase 2B, and to incorporate revisions to the NUGA Sewer Service Plan. David Knight at Ecology requested that the Phase 2B revisions be completed before he reviews the Amendment. The scope of work includes completing the revisions, submittal of the Amendment to Ecology and adjacent purveyors, responding to comments, and incorporation of comments into the Amendment.

The proposed scope of work is described below.

#### **PROPOSED SCOPE OF WORK**

##### **Task 1 – Update General Sewer Plan**

- A. Revise analysis of the existing WWTF process units to accommodate NUGA flows and loads to include Phase 2B, including the third clarifier, new filter, and hydrogen sulfide scrubber.
- B. Update the General Sewer Plan Amendment to include Phase 2B, including the third clarifier, new filter and hydrogen sulfide scrubber, and to incorporate the revised evaluation of NUGA Sewer Service Alternatives. (A separate proposal for an amendment to our general engineering services has been submitted for completing the evaluation of service alternatives for the NUGA. The scope for this amendment only includes incorporation of that evaluation in the General Sewer Plan Amendment.)
- C. Incorporate City comments and submit the revised General Sewer Plan Amendment to Ecology and adjacent purveyors.

##### **Task 2 – Incorporate Comments from Adjacent Purveyors and Ecology**

- A. Review and respond to comments from Ecology and adjacent purveyors, in letter or e-mail form, as appropriate. (Note: Up to two rounds of responses, maximum, is included in this scope.)

- B. Incorporate comments from adjacent purveyors and Ecology into the Amendment. (Note: One round of revisions to incorporate comments from adjacent stakeholders and Ecology is included in this scope.)
- C. Submit Final General Sewer Plan Amendment to Ecology and adjacent purveyors.

### **Task 3 – Meetings**

Attend one meeting and up to three telephone conferences.

**EXHIBIT B**  
**ENGINEERING SERVICES**  
**SCOPE AND ESTIMATED COST**

*City of Camas - General Sewer Plan Amendment Revisions*

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	AutoCAD/GIS Tech./Eng. Intern Hours
<b>1 Update General Sewer Plan</b>				
A Revise Analysis of W/TF to Include Phase 2B	2	8	8	
B Update General Sewer Plan Amendment to Include Phase 2B and Revised NUGA Service Plan	2	20	40	40
C Submit General Sewer Plan Amendment to Ecology and Adjacent Purveyors		4	4	
<b>2 Incorporate Comments from Adjacent Purveyors and Ecology</b>				
A Review and Respond to Comments from Ecology and Adjacent Purveyors		8	8	
B Incorporate Comments from Adjacent Purveyors and Ecology into Amendment	1	16	16	8
C Submit Final General Sewer Plan Amendment to Ecology and Adjacent Purveyors		4	4	
<b>3 Meetings</b>	4	4		
Hour Estimate:	9	64	80	48
Fully Burdened Billing Rate Range:*	\$112 to \$182	\$115 to \$178	\$110 to \$139	\$45 to \$90
Estimated Fully Burdened Billing Rate:*	\$155	\$135	\$120	\$75
Fully Burdened Labor Cost:	\$1,395	\$8,640	\$9,600	\$3,600

Total Fully Burdened Labor Cost:

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @\$0.56/mile)

Printing

**TOTAL ESTIMATED COST:**

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

***PROCLAMATION***

WHEREAS, the giving of oneself in service to another empowers the giver and the recipient; and

WHEREAS, the City of Camas recognizes the importance of volunteers in our community and encourages all citizens to be part of positive action through volunteer service; and

WHEREAS, our community faces vast new challenges, now, more than ever and people from all walks of life are needed to come together to use their skills for the common good; and

WHEREAS, self-sacrificing individuals mobilized to help others can make a difference in the lives of children, adults and the elderly throughout our community; and

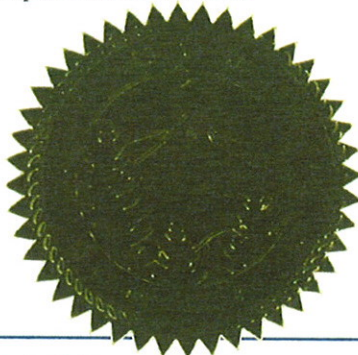
WHEREAS, the City of Camas fosters creative leadership, and civic engagement, and promotes public-private partnerships to expand the scope and effectiveness of volunteerism. Together we join to answer the call, and to recognize the impact community volunteers have had on the City's history and the integral role they have in shaping the future; and

WHEREAS, September 13, 2014, has been dedicated as a day of volunteerism in Clark County, with a goal of enlisting 500 residents to volunteer throughout the community.

THEREFORE, I, Scott Higgins, Mayor of the City of Camas, do hereby proclaim September 13, 2014, as:

***"2014 Day of Service"***

and call on all citizens, of all ages, to join in and get involved in community service on this day, and throughout the year. By volunteering, we strengthen the connections between neighbors and community and we become more understanding and compassionate citizens.



In witness whereof, I have set my hand  
and caused the seal of the City of Camas to  
be affixed this 2<sup>nd</sup> day of September, 2014.

\_\_\_\_\_  
Scott Higgins, Mayor