



**CITY COUNCIL MEETING AGENDA**  
**Monday, May 19, 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 May 5, 2014, Camas City Council Meeting and the Work Session minutes of May 5, 2014.
- B. Approve claim checks as approved by the Finance Committee.
- C. Authorize the write-off of the April 2014 Emergency Medical Services (EMS) billings in the amount of \$49,364.73. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (submitted by Cathy Huber Nickerson)
- D. Authorize the write-off of garbage and recycling services on utility account #004283-000 in the amount of \$101.29 as the owner is deceased and the services are non-liable. Authorize the write off of hydrant meter services for utility account #015312-000 in the amount of \$290.92 as the LLC is defunct without assets. (submitted by Cathy Huber Nickerson)
- E. Authorize the Engineering Manager to sign the Construction Testing and Water Quality Monitoring Services Contract with Columbia West Engineering (CWE) for Project S-565 NW 38<sup>th</sup> Avenue Roadway Improvements, Phase 2, in an amount not to exceed \$33,975.00. The construction testing contract was presented to Council at the May 5, 2014, workshop. The Washington State Department of Ecology has mandated water quality monitoring as part of the Ecology's Wetland Mitigation 401 Certification that was issued on May 7, 2014. The 401 Certification was required prior to issuance of the City's US Army Corps of Engineers Permit. This Ecology mandated monitoring is included in this contract. The agreement between the City and the Washington State

Department of Transportation (WSDOT) for Federal Highways Administration (FHWA) grant projects specifies that consultant agreements must be signed by the Engineering Manager. (submitted by Anita Ashton)

- F. Authorize the Engineering Manager to sign Supplemental Agreement No. 4 with Otak, Inc., for construction management services for Project S-565 NW 38<sup>th</sup> Avenue Roadway Improvements, Phase 2, in an amount not to exceed \$279,475.00. The Construction Management Services Contract was presented to Council at the May 5, 2014, workshop. The agreement between the City and the Washington State Department of Transportation (WSDOT) for Federal Highways Administration (FHWA) grant projects specifies that consultant agreements must be signed by the Engineering Manager. (submitted by Anita Ashton)
- G. Authorize the Bid Award for Project S-565 NW 38<sup>th</sup> Avenue Roadway Improvements, Phase 2 to the lowest responsible bidder, Nutter Corporation, in the amount of \$4,219,597.22 including tax. This contract, with Nutter Corporation, will provide for construction of the NW 38<sup>th</sup> Avenue, Phase 2 Roadway Improvements Project. Bids were opened on Tuesday, May 13, 2014. (submitted by Anita Ashton)
- H. Authorize the Bid Award for Project S-590 Lake Road Half Street Improvements to the low bidder, Michael Green Construction, Inc., in the amount of \$96,334.90. This project is funded with monies from the Washington State Recreation Conservation Office (RCO), and will complete improvements required for a turn lane on NW Lake Road. (submitted by James Hodges)
- I. Authorize Pay Estimate No. 4 for Project WS-709D Water Transmission Main to Rotschy, Inc., in the amount of \$383,403.52 for work completed through May 6, 2014. This project is financed through the State of Washington Public Works Board Drinking Water State Revolving Loan Fund with funds obtained from the U.S. Environmental Protection Agency and Washington Department of Health. The project is budgeted and fully funded. (submitted by James Hodges)
- J. Authorize the Mayor to sign an interlocal agreement for Early Learning Public Libraries Partnership (ELPLP). ELPLP was established to give public libraries a seat at the table and a voice in the early learning community in Washington, including the Department of Early Learning. The Camas Library shares the vision of the ELPLP – *to deliver a comprehensive and responsive high-quality early learning that benefits every child and family*. Early learning is a major focus of the library (nine story times per week, visits to head start, summer reading, etc.). Camas will benefit from membership in a number of ways: brochures produced for members, free attendance at annual symposia, grant opportunities, etc. The cost for 2014 is \$352 and is in the library's budget appropriation. (submitted by David Zavortink)
- K. Authorize the Mayor to sign the Chemical Purchase and Service Contract Extension with Northstar Chemical, Inc. This contract extension holds the cost of chemicals used at the Wastewater Treatment Facility and miscellaneous locations in the water system for PH adjustment at last year's price. The original contract in 2012 provided for a number of annual extensions. This item was discussed at the May 5, 2014, workshop. (submitted by Eric Levison)

- L. Authorize the surplus of an electric motor from well number three, a Tommy Gate, and a Katolight generator AD170006E-4278. (submitted by Eric Levison)

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. Proclamations

**VIII. COMMUNITY DEVELOPMENT**

- A. Public Hearing Regarding Marijuana Uses Within the City of Camas Under Washington Initiative I-502
  - 1. 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. Under the work program the purpose of this public hearing is to hear from the public prior to Council providing legislative direction to staff on policy development. The City Council may decide to direct staff to prepare an ordinance and/or zoning to allow, conditionally allow or to outright prohibit the establishment of one or more type of marijuana facility within the City of Camas.  
Department/Presenter: Phil Bourquin, Community Development Director  
Recommended Action: Accept public comment, close the hearing, deliberate and direct Staff to collect and summarize the testimony for consideration by Council at the Council meeting of June 2, 2014. Further, Staff recommends that City Council provide legislative direction at the meeting of June 2, 2014.
- B. Ordinance No. 2704 Adopting a New Chapter 2.88 of the Camas Municipal Code Entitled "Parking Advisory Committee"
  - 1. Details: On May 5, 2014, Council held a public hearing to consider amendments to the Camas Municipal code (CMC 2.88 and CMC 10.08) establishing a Parking Advisory Committee and establishing a process for review of parking time limitations in the downtown core. At the conclusion of the public hearing Council motioned to approve the amendments as drafted and directed the City Attorney to prepare ordinance(s) for adoption. This is one of two consecutive ordinances.  
Department/Presenter: Phil Bourquin, Community Development Director  
Recommended Action: Adopt Ordinance No. 2704
- C. Ordinance No. 2705 Amending Chapter 10.08 of the Camas Municipal Code Relating to the City's Parking Advisory Committee
  - 1. Details: On May 5, 2014, Council held a public hearing to consider amendments to the Camas Municipal code (CMC 2.88 and CMC 10.08) establishing a Parking Advisory Committee and establishing a process for review of parking time

limitations in the downtown core. At the conclusion of the public hearing Council motioned to approve the amendments as drafted and directed the City Attorney to prepare ordinance(s) for adoption. This is the second of two consecutive ordinances.

Department/Presenter: Phil Bourquin, Community Development Director

Recommended Action: Adopt Ordinance No. 2705

**IX. PUBLIC COMMENTS**

**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 WORKSHOP MEETING MINUTES - DRAFT**  
**Monday, May 05, 2014 at 4:30 p.m.**  
**Camas City Hall, 616 NE 4<sup>th</sup> Avenue**

**I. CALL TO ORDER**

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

**II. ROLL CALL**

Present: Greg Anderson, Don Chaney, Tim Hazen, Steve Hogan and Melissa Smith

Excused: Linda Dietzman, and Shannon Turk

Staff: Kristin Berquist, Phil Bourquin, Peter Capell, James Carothers, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Eric Levison, Nick Swinhart, and David Zavortink

Press: Heather Acheson, Camas Washougal Post Record

**III. PUBLIC COMMENTS**

There were no comments from the public.

**IV. FIRE DEPARTMENT**

**A. Recognition of Fire Department Employee**

Details: There was a formal recognition of fire department employee, Brooks Cooper, who recently celebrated 25 years with the City.

Department/Presenter: Nick Swinhart, Fire Chief

**V. LIBRARY DEPARTMENT**

**A. Interlocal Agreement for Early Learning Public Library Partnership (ELPLP)**

Details: The Early Learning Public Library Partnership was established to give public libraries a seat at the table and a voice in the early learning community in Washington, including the Department of Early Learning. The Camas Library shares the vision of the ELPLP - to deliver a comprehensive and responsive high quality early learning that benefits every child and family. Early learning is a major focus of the library (nine story times per week, visits to head start, summer reading, etc.). Camas will benefit from membership in a number of ways:



brochures produced for members, free attendance at annual symposia, grant opportunities, etc. The agreement has been reviewed by the city attorney and found to be acceptable. The cost for 2014 is \$352 and is in the library's budget appropriation.

Department/Presenter: David Zavortink, Library Director

Early Learning Public Library Partnership Interlocal Agreement 

The ELPLP Interlocal Agreement will be included on the May 19, 2014 Agenda.

## **VI. PUBLIC WORKS DEPARTMENT**

### **A. Public Works Assistance Account Application for Project No. S-584 NW 6th Avenue Paving and Traffic Signal**

Details: Staff recommended that the City resubmit a Public Works Trust Fund (PWTF) application that is due on May 16th for the NW 6th Avenue Paving and Traffic Signal Project.

Department/Presenter: Eric Levison, Public Works Director

This item will be included on the May 5th Consent Agenda.

### **B. Contract Extension for Project No. WS-724 2014 Chemical Purchase and Service**

Details: This contract extension holds the cost of chemicals used at the Wastewater Treatment Facility and miscellaneous locations in the water system for PH adjustment at last year's price. The original contract in 2012 provided for a number of annual extensions.

Department/Presenter: Eric Levison, Public Works Director

Chemical Bid 

This item will be included on the May 19th Consent Agenda for Council's consideration.

### **C. North Urban Growth Area (NUGA) Sewer Options**

Details: Introduction of pending sewer issues to serve the NUGA in accordance with the adopted General Sewer Plan Amendment was given. Staff is exploring the concept of a Local Improvement District (LID) as a funding mechanism for backbone infrastructure needed to serve the area. This will include pump stations, force mains and gravity mains.

Department/Presenter: Eric Levison, Public Works Director

Staff received general agreement from Council to use open contract consultants to provide realistic cost estimates, a firmer time frame, and the offsets of an LID.

Levison and Huber Nickerson responded to questions from Council.

Randy Printz, 805 Broadway, Vancouver, representing a local developer, noted concern over the timing and costs of the sewer projects.

**D. Miscellaneous and Updates**

Updates on miscellaneous or emergent items

Department/Presenter: Eric Levison, Public Works Director

Three surplus items will be added to the May 19th Consent Agenda.

**VII. COMMUNITY DEVELOPMENT DEPARTMENT**

**A. NW 38th Avenue Phase 2 Construction Testing Services Contract**

Details: This contract, with Columbia West Engineering, Inc. (CWE), will provide required material testing services during the construction of the NW 38th Avenue Ph. 2 Project. The cost for testing services is included in the project budget.

Department/Presenter: James Carothers, Engineering Manager

NW 38th Avenue Ph. 2 Contract with Columbia West Eng., Inc. 

Staff will place this item on the May 19, 2014, Consent Agenda for Council's consideration.

**B. NW 38th Avenue Phase 2 Construction Services Agreement**

Details: This third supplemental agreement with Otak, Inc. will cover construction services. These services will include construction administration, construction inspection, submittal reviews, and the development of record drawings. Supplement Agreements 1, 2, and 3(3 added 5/1/14) with Otak, Inc. will provide services for right-of-way acquisition and the design of phase 2. The cost for the work is included in the project budget.

Department/Presenter: James Carothers, Engineering Manager

OTAK Supplement No. 4 

Staff will place this item on the May 19th, 2014, Consent Agenda for Council's consideration.

**C. Project S-590 Lake Road ½ Street Improvements**

Details: Project S-590 Lake Road ½ Street Improvements is scheduled to bid on May 13, 2014. Award of the project is expected to occur at the May 19th Council Meeting. This project is the companion improvement required for the Heritage Boat Launch and Parking Improvement project. The estimated cost of the project is in the range of \$120,000.00.

Department/Presenter: James Carothers, Engineering Manager

**D. Miscellaneous and Updates**

Details: Updates on miscellaneous or emergent items

Department/Presenter: Department/Presenter: Phil Bourquin, Community Development Director

There were no miscellaneous or emergent items.

**VIII. FINANCE DEPARTMENT**

**A. 2014 1st Quarter Financial Performance**

Details: This presentation reviewed the financial performance of the City from the perspective of budget to actual, investment performance and the status of short and long term debt. The presentation provided an economic overview both nationally and regionally providing context as well as the outlook for the next quarter.

Department/Presenter: Cathy Huber Nickerson, Finance Director

[Financial Performance 2014 Presentation](#) 

**IX. CITY ADMINISTRATION**

**A. Miscellaneous and Scheduling**

Details: Updates on miscellaneous or scheduling items

Department/Presenter: Peter Capell, City Administrator

Pete Capell reported that interviews were held today for the City of Camas Utility Manager position.

**X. COUNCIL COMMENTS AND REPORTS**

Hazen commented about the interviews for the Utility Manager position, the travelers in Poland, and later, he mentioned that he attended the ribbon cutting for the Vancouver Vision Center in Camas and the friends and family event for Arktana. He also said that The Friends of the Cemetery had a cleanup event on May 3rd in preparation for Memorial Day holiday that was well attended.



Chaney announced that Cheryl Bledsoe, Clark Regional Emergency Services Agency (CRESA), will be missed for her local involvement as she has taken a position with Clackamas County.

Smith noted she attended a Camas Washougal Chamber of Commerce meeting, a Chamber event celebrating the remodel of Columbia Ridge, an HRock night for elected women, and a round table session centered around the Washington Transportation Plan.

Hogan attended the Arktana Ribbon Cutting and said that First Friday in downtown Camas was well attended and that he enjoyed the unveiling of the renewed statue on 4th Avenue. Hogan attended the Steigerwald Commerce Center's Building 15 Ribbon Cutting and represented the City Council at the National Prayer Day for Journey Community Church. He announced that the yearly plant sale will be held, once again, in the downtown core of Camas on Saturday, May 10th.

#### **XI. PUBLIC COMMENTS**

There were no comments from the public.

#### **XII. ADJOURNMENT**

The meeting adjourned at 5:37 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 - Posted May 1, 2014**

[Council Workshop Packet](#) 

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Mayor

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City Clerk



**CITY COUNCIL REGULAR MEETING MINUTES - DRAFT**  
**Monday, May 05, 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 Hogan called the meeting to order at 7:00 p.m.

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

Present: Greg Anderson, Don Chaney, Tim Hazen, Steve Hogan, and Melissa Smith

Excused: Linda Dietzman and Shannon Turk

Staff: Kristin Berquist, Phil Bourquin, Peter Capell, James Carothers, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Eric Levison, Nick Swinhart, and David Zavortink

Press: There were no members of the press present

**IV. PUBLIC COMMENTS**

There were no comments from the public.

**V. CONSENT AGENDA**

- A.** Approved the minutes of the April 21, 2014, Camas City Council Meeting and the work session minutes of April 21, 2014.

Council Meeting 

## Council Work Session

- B.** Approved claim checks numbered 120930 – 121069 in the amount of \$359,816.50.
  
- C.** Directed the Community Development Director or designee to change the name of SE 20th Street to NW 38th Avenue and to readdress the properties, as described within the detail and through the exhibits. The City of Camas has completed the first phase of the NW 38th Avenue/SE 20th Street road improvement project and will be commencing construction on the second phase in March. That portion of these two phases beginning at the Vancouver city limits at Bybee Swale and heading east to the intersection of NW 38th Avenue and NW Parker Street are under the control of the City of Camas (38th Avenue corridor). Consistent with the City adopted street naming manual and for consistency in addressing and the promotion of public safety and services, for that portion of the NW 38th Avenue corridor between Vancouver city limits and NW Parker Street, Staff recommends SE 20th Street be changed to NW 38th Avenue and all addresses be changed accordingly. Copies of the current and proposed new addresses are attached. (submitted by Phil Bourquin)

## Exhibits

## Map and Addresses


- D.** Authorized the Mayor to sign the contract with Carlson Testing, Inc., for materials testing services estimated to occur in 2014, in the amount of \$18,000. There are several projects for which materials testing services will be required during the 2014 construction season. These include WS-709 Slow Sand Filter, WS-714 STEP Sewer Main, WS-729 Waterline Relocation for Burlington Northern Sante Fe Railroad, WS-736 Lone Waterline, S-566 Friberg Street Improvements, and S-590 Lake Road & 1/2 Street Improvements. The cost will be billed to the individual projects as the work is performed. (submitted by James Carothers)

## Construction Testing Contract

- E.** Authorized the Award of Project P-894 2014 Camas Pool Painting to the low bidder, Combs Painting, Inc., in the amount of \$17,886.00. The bid opening was conducted on Tuesday, April 29, 2014. (submitted by James Carothers)

## P-894 Bid Tab

- F.** Authorized the City Administrator to sign the Public Works Assistance Account application for the NW 6th Avenue Paving and Traffic Signal project. Staff is recommending that the City resubmit a Public Works Trust Fund (PWTF) application that is due on May 16th for the NW 6th Avenue Pavement project in the amount of \$1,900,000. This project lost State of Washington funding due to legislative priorities in the last round of the PWTF. The project will include grind and overlay on NW 6th Ave. from NW Adams to NW Norwood, compliance with the Americans with Disabilities Act (ADA) requirements, a traffic signal at 6th and Norwood, minor sidewalk improvements, an upgrade of the crosswalk warning system at NW Ivy and 6th, along with miscellaneous utility line rehabilitation. An additional \$150,000 was added to the original request of \$1,750,000 to account for additional ADA work and inflationary costs of construction. (submitted by Eric Levison)
- G.** Authorized the Mayor to sign a Real Estate Purchase and Sale Agreement with County Properties East, LLC for the sale of a portion of City-owned property identified as Clark County Excise Tax Identification No. 176188-000. County Properties East, LLC has filed a pre-application for the development of property zoned as Business Park at 4855 NW Lake Road. This property is due east of the Lake Road stormwater detention pond property owned by the City. The applicant wishes to improve the physical footprint and overall shape of this property and thereby increase the developable area. Therefore, the applicant has proposed purchasing the portion of the City's detention pond property that lies east of the pond. This portion of the pond property is not used by the City. The applicant has made an offer to the City that is based on a professional appraisal that was conducted for this portion of the property. The unit cost is \$2 per square foot. (submitted by James Carothers)

Lake Road Pond P & S Final 1 

CPE\_P&S\_Aerial 

**It was moved by Melissa Smith, seconded by Tim Hazen 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**

Smith noted she will be attending a Regional Transportation Council meeting on Tuesday, May 6th.

**VII. MAYOR**

**A. Announcements**

Mayor Pro-tem Hogan did not have any announcements.

**B. Proclamation**

**Buddy Poppy Proclamation** 

Mayor Pro tem Hogan read a proclamation urging the citizens of this community to recognize the merits of this cause by contributing generously to its support through the purchase of Buddy Poppies on May 16, 2014, and during Camas Days on July 25th and 26th, 2014, the days set aside for the distribution of these symbols of appreciation for the sacrifices of our honored dead.

**VIII. FINANCE**

**A. Resolution No. 1295 - Reimbursement Bond for 2014 Limited General Obligation Bond**

Details: The Internal Revenue Service (IRS) will allow for the reimbursement of expenses prior to bond issuance with a declaration of official intent prior to the accrual of expenses. The IRS will consider the reimbursement expenses as "spent" for arbitrage rebate requirements. The resolution delegated the authority from Council to the City Administrator for the Finance Director to certify certain expenses as qualified for reimbursement with bond proceeds. The City Administrator or the Finance Director will file a form of official intent within sixty days with the City Clerk and Bond Counsel. The delegation of authority to certify expenses does not remove the City Council's authority to approve City expenses nor does it remove authority for the City Administrator to direct line item changes within the budget.

Department/Presenter: Cathy Huber Nickerson, Finance Director

**Resolution 1295** 

**It was moved by Greg Anderson, seconded by Tim Hazen that Resolution No. 1295 be read by title only. The motion carried unanimously.**

**It was moved by Melissa Smith, seconded by Greg Anderson that Resolution No. 1295 be adopted. The motion carried unanimously.**

**B. Public Hearing - Amendments to the 2014 City Budget to Establish the Camas Washougal Fire Department Budget**

Details: The 2014 Budget Public Hearing provided the Mayor and City Council opportunity to consider public testimony to amend the 2014 Budget in compliance with the Interlocal Agreement between the cities of Camas and Washougal for the formation and operation of the Camas-Washougal Fire Department. The ordinance provides for the Fire Department budget to be moved from the General Fund to the new fund, the Camas-Washougal Fire Department Fund, and to merge the Washougal Fire Budget and the Emergency Service Budget into one fund.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Council expressed their concerns about Attachment A not being available until the morning of the hearing. They were also concerned about the timing of the budget being adopted after the merger was already completed. A cost accounting tracking Emergency Medical Services (EMS) and Fire separately will continue to be provided for Council.

Mayor Pro-tem Hogan opened the public hearing at 7:18 p.m.

There was no one from the public who wished to speak.

Mayor Pro-tem Hogan closed the public hearing at 7:19 p.m.

**C. Ordinance No. 2701 Amending the 2014 City Budget to Establish the Camas-Washougal Fire Department Budget**

Details: Ordinance No. 2701 amended the 2014 Budget in compliance with the Interlocal Agreement between the cities of Camas and Washougal for the formation and operation of the Camas-Washougal Fire Department. The ordinance provided for the Fire Department Budget to be moved from the General Fund to the new fund, the Camas-Washougal Fire Department Fund, and to merge the Washougal Fire Budget and the Emergency Service budget into one fund.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Ordinance No. 2701 

Attachment A (added May 5, 2014) 



**It was moved by Melissa Smith, seconded by Tim Hazen that Ordinance No. 2701 be read by title only. The motion carried with Greg Anderson voting no.**

Anderson expressed concern that Attachment A was not attached until the morning of May 5<sup>th</sup>, 2014.

Council's questions were addressed by Huber Nickerson, Swinhart and Capell. City Attorney MacPherson confirmed the position of the Ordinance within the merger was procedurally correct.

**It was moved by Melissa Smith, seconded by Tim Hazen that Ordinance No. 2701 be approved. The motion carried unanimously by roll call vote.**

**D. Ordinance No. 2703**

Details: This ordinance provided for modifying the current fund No. 115 Emergency Rescue Fund to the Camas-Washougal Fire Department Fund. This fund will be used to account for revenues and expenditures associated with the Camas-Washougal Fire Department incorporating the Emergency Medical Services (EMS) provided to the cities of Camas and Washougal and the East County Fire and Rescue District.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Ordinance 2703 

Chaney discussed clarifications with the City Attorney.

**It was moved by Don Chaney, seconded by Greg Anderson that Ordinance 2703 be read by title only. The motion carried unanimously.**

**It was moved by Don Chaney, seconded by Melissa Smith to adopt Ordinance 2703 amended as follows: Section 1 of Ordinance 2703 was amended to read, The operations, functions, and accounting transactions of the 2014 budget of the No. 115 Emergency Rescue Fund and the Camas Fire Department from the City's General Fund are merged and combined with a fund to be known as the Camas-Washougal Fire Department Fund. The motion carried unanimously.**

**IX. COMMUNITY DEVELOPMENT**

**A. Public Hearing - Amendments to the Camas Municipal Code (CMC) Regarding the Establishment of a Parking Advisory Committee**

Details: This public hearing was to consider amendments to the Camas Municipal Code (CMC 2.88 and CMC 10.08) establishing a Parking

Advisory Committee and establishing a process for review of parking time limitations in the downtown core. As drafted, the Parking Advisory Committee will conduct public meetings to consider requests for changes in parking time limits in the downtown core and make a recommendation of any changes. If either the Parking Advisory Committee or City Engineer is not supportive of a change, the proposed change will not be implemented. When both the Parking Advisory Committee and City Engineer support a proposed change, a resolution will be prepared for final approval by City Council.

Department/Presenter: Phil Bourquin, Community Development Director

[DRAFT CMC 2.88](#) 

[DRAFT CMC 10.08](#) 

Mayor Pro-tem Hogan opened the public hearing at 7:23 p.m.

There were no comments from the public.

Mayor Pro-tem Hogan closed the public hearing at 7:23 p.m.

**It was moved by Anderson and seconded by Smith to approve the amendments to CMC 2.88 and CMC 10.08 and direct the city attorney to prepare an ordinance for adoption.**

**B. 2014 STEP Tank Pumping Bid**

Details: The bid opening for Project WS-741 2014 STEP Tank Pumping was conducted on Tuesday, April 29, 2014. The apparent low bidder failed to submit the Mandatory Bidder Criteria and the E-Verify documents with his submittal. Staff and the City Attorney will present the facts and explain the process for evaluation of the bids.

Department/Presenter: James Carothers, Engineering Manager

[WS-741 Bid Tab](#) 

Smith noted why she was not in favor of awarding the bid.

**It was moved by Don Chaney, seconded by Tim Hazen to waive the formalities and award the bid to the apparent low bidder, AAA Services LLC. The motion carried with Melissa Smith voting no.**



## X. FIRE DEPARTMENT

### A. Ordinance No. 2702 Adding a New Section to Chapter 8.58 of the Camas Municipal Code (CMC) for the Discharge of Consumer Fireworks by Permit on Prescribed Dates and Locations

Details: For many years, Camas Fire Department (CFD) has issued special events permits for the discharge of fireworks outside the normally allowed times. Typically, these permits would be for celebrations like anniversaries and birthdays. In an opinion rendered on July 29, 2013, City Attorney Roger Knapp stated that the ordinance language CFD has always used as authorization for issuing such permits, in fact, did not grant the proper legal authority required. Revised Code of Washington (RCW) 70.77.311 does allow the issuance of special events permits for fireworks. However, the City Attorney states that CMC 5.20.050 Special Events Permits must be amended to contain a reference to RCW 70.77.311 for such a provision to be used for fireworks. Based on the suggestion from the City Attorney and an order from the Fire Chief, the issuance of special events permits for fireworks have been prohibited since that time. Several months ago, Fire Chief Nick Swinhart approached the Council at a workshop and asked for direction on this issue. The direction requested was if the Council wished such permits to be issued in the future, whether they would be prepared to make the necessary ordinance changes to do so. Direction of Council at this meeting was that they desired the continuation of such permits, but with stricter guidelines. They asked the Fire Chief to investigate what kind of restrictions other municipalities used, and to report back with sample guidelines when completed. This item was presented during the April 21, 2014, Council Workshop with some suggestions for minor revisions.

Department/Presenter: Nick Swinhart, Fire Chief

[Ordinance 2702](#) 

Chaney asked and Swinhart confirmed that the guidelines for issuing this type of permit will be made available online.

**It was moved by Don Chaney, seconded by Melissa Smith that Ordinance No. 2702 be read by title only. The motion carried unanimously.**

**It was moved by Don Chaney, seconded by Melissa Smith that Ordinance No. 2702 be adopted and published according to law. The motion carried unanimously.**

## **XI. ADMINISTRATIVE SERVICES**

### **A. Resolution No. 1296 Creating the Position of Division Chief/Fire Marshal, and Establishing a Salary Scale for the Position**

Details: This resolution created the positions of Division Chief/Fire Marshall and set their salary scales. Discussion regarding the positions took place at the April 21 Council Workshop.

Department/Presenter: Jennifer Gorsuch, Administrative Services Director

Resolution 1296 

**It was moved by Greg Anderson, seconded by Tim Hazen that Resolution 1296 be read by title only. The motion carried unanimously.**

**It was moved by Greg Anderson, seconded by Tim Hazen that Resolution 1296 be adopted. The motion carried unanimously.**

### **B. Resolution No. 1297 Creating the Positions of Court Clerk and Lead Court Clerk, and Establishing Salary Scales for the Positions**

Details: This resolution created the positions of Court Clerk and Lead Court Clerk and set their salary scales. Discussion regarding the positions took place at the April 21 Council Workshop.

Department/Presenter: Jennifer Gorsuch, Administrative Services Director

Resolution 1297 

**It was moved by Don Chaney, seconded by Melissa Smith that Resolution 1297 be read by title only. The motion carried unanimously.**

**It was moved by Don Chaney, seconded by Greg Anderson that Resolution 1297 be adopted. The motion carried unanimously.**

## **XII. PUBLIC COMMENTS**

Judy Bauer, 2541 NW 15th Circle, Camas, noted a discrepancy in the agenda details of Resolution 1296.

Robert Bauer, Troop 554, attended the meeting.

Judy Bauer expressed appreciation for the thoroughness of the Council members.

### **XIII. ADJOURNMENT**

The meeting adjourned at 8 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 - Posted May 5, 2014**

[Council Agenda Packet](#) 

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Mayor

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City Clerk

May 12, 2014

Ms. Anita Ashton  
 City of Camas Community Development – Engineering Department  
 616 Northeast Fourth Avenue  
 P.O. Box 1055  
 Camas, Washington 98607

**Re: Contract for Construction Testing and Water Quality Monitoring Services  
 NW 38<sup>th</sup> Avenue Phase 2 Improvements  
 Camas, Washington  
 CWE W.O. No: 14102**

Dear Ms. Ashton,

Columbia West Engineering, Inc. (Columbia West) is pleased to provide this proposal agreement / contract with attached standard terms and conditions, fee schedule, and cost estimates (Exhibits A through D) for requested construction testing and water quality monitoring services for the above-referenced project located in Camas, Washington. The terms and conditions set forth in this contract are to provide the basis for the relationship between Columbia West and City of Camas Community Development – Engineering Department.

#### **Scope of Services.**

- 1) *Provide construction testing services to include, but not be limited to: Compaction testing of soil and aggregate materials for bases and backfill, and asphaltic concrete. Provide field sampling and testing of commercial and structural class concrete, and laboratory testing of aforementioned construction materials.*
- 2) *Construction testing services will be provided on an on-call basis. Electronic copies of reports will be distributed to relevant and requested parties.*
- 3) *Provide water quality monitoring, measure and record turbidity and sheen observations at five locations as designated in the Water Quality Monitoring and Protection Plan. Electronic copies of reports and sampling forms will be distributed to relevant and requested parties. If monitoring results indicate a violation of water quality standards or other conditions of the 401 Water Quality Certification, inform the City of Camas, the contractor, and the federal project coordinator.*
- 4) *Services will be provided as outlined in the Water Quality Monitoring and Protection Plan (at least weekly during construction, after precipitation events of 0.5 inch or greater in 24 hours, additional out of compliance testing, and on an on-call basis depending on project requirements.*

**Payment.** Services will be conducted on a time-and-expense basis in accordance with the schedule of fees and billing rates provided in the attached Professional Services Schedule of Fees (Exhibit B). The estimated fee for construction testing work performed described above and identified in Exhibit C is \$25,575.00. The estimated fee for water quality monitoring work performed described above and identified in Exhibit D is \$8,400.00. Please note these are not fixed lump sums, but rather best estimates based upon the anticipated scope of services. If unforeseen circumstances arise and warrant additions to the scope of services, Columbia West will contact you prior to performing further efforts. Columbia West will send an invoice on a monthly basis and be compensated in full within 30 days of receipt of the invoice.

**Start Time/Completion Time/Schedule.** Services will be performed at an on-call basis according to your request and schedule.



**Limitation of Remedy.** By signing this proposal agreement / contract, you agree to have read this document and the attached standard contract terms and provisions, including the limitation of remedy paragraph, and agree to be bound by all of the terms. The undersigned certifies that he/she is authorized to act on behalf of City of Camas.

This proposal and the attached terms and conditions constitute the entire agreement between the parties.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Columbia West Engineering, Inc.

City of Camas

Name and Title: Lance V. Lehto, PE, President

Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**1. General.** Columbia West Engineering, Inc. ("Columbia West") shall perform for Client the professional engineering services as outlined in the body of the Letter Agreement/Contract to which this applies. No additional services shall be performed nor required of Columbia West absent written agreement of the parties.

**2. Client's Responsibilities.** Client shall provide all reasonable information as to Client's requirements for the Project, and will designate a person to act with authority on Client's behalf for all aspects of the Project. Said person will examine and promptly respond to Columbia West's submissions and requests for information, and shall give prompt written notice to Columbia West should Client observe or otherwise become aware of any defect in the work performed under this Agreement. Columbia West shall be entitled to reasonably rely on all information provided to it by Client.

**3. Payment.** Fees and other charges will be billed in accordance with the terms and conditions outlined in the letter agreement. Additionally, the amount of each billing shall be due and payable 30 days after the date of such billing. Any portion of a billing not paid within thirty days of the billing date shall be delinquent and shall bear a service charge of one and one-half percent per month on the unpaid balance. If any billing is not paid within thirty days after the billing date, then in addition to any other remedies as may be available to Columbia West, it may cease performing work upon delivery of written notice to Client of its intention to do so. Columbia West shall additionally have the right but not the obligation to cease performing work under any other contract as may then be outstanding between Client and Columbia West.

**4. Limitation of Remedy.** To the fullest extent permitted by law, and not withstanding any other provision of this contract, the total liability, in the aggregate, of Columbia West and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, and all other contractors, subcontractor, consultants or others providing services for the project for any and all claims, losses, costs of damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the project from any cause or causes arising out of Columbia West's services on the project (whether described in this agreement or any subsequent agreement between the parties, except as expressly agreed otherwise), including any indemnity obligation owed hereunder or otherwise, shall not exceed \$50,000.00 or the compensation received under this contract, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, including negligence, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based on contract, tort, or statute, unless otherwise prohibited by law.

**5. Standard of Care.** Columbia West will provide its services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions and time period in the locality of the project. Columbia West makes no other representation regarding its services, and no guarantee or warranty, express or implied, is included or intended as to any findings, recommendations, specifications, reports, opinions, documents or other instruments of service prepared by Columbia West. No agent or representative of Columbia West has any authority to modify this disclaimer of warranty. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are to be made by Columbia West. Client acknowledges that the interpretations and recommendations made by Columbia West are based solely on the information available to Columbia West. Client agrees that Columbia West has been engaged to provide technical professional services only, and that Columbia West does not owe any fiduciary responsibility to the Client, or the project Owner, if different from Client.

**6. Client's Termination of Work.** Client may, by written notice, terminate Columbia West's work prior to completion. Columbia West shall nevertheless be entitled to payment of all fees and expenses incurred up to termination, and may additionally complete such work as may be necessary to place its files in order and to complete a report on work performed to date of termination. A termination charge to cover the costs thereof may be imposed at the discretion of Columbia West, said termination charge not to exceed ten percent of all charges incurred up to the date of notice of termination.

**7. Utilities.** In the prosecution of its work, Columbia West will take reasonable precautions to avoid any injury or damage to underground structures or utilities. Client agrees to defend, indemnify and hold Columbia West harmless for any damages or claims of damage to any such underground structures or utilities not called to Columbia West's attention or incorrectly shown on surveys or plans furnished to Columbia West.

**8. Samples.** Columbia West will retain uncontaminated samples of soil or rock taken in connection with this work. [Columbia West will retain such samples for thirty days. Retention of such samples beyond thirty days will occur only at Client's request and in return for payment of storage charges incurred.] All contaminated or environmentally impacted material or samples are the sole property of the client. Client maintains responsibility for proper disposal.

**9. Right of Entry.** Client will provide for the right of entry to Columbia West, its employees, agents or consultants, and for all equipment reasonably necessary to complete the work. Columbia West will take reasonable precautions in accordance with the Standard of Care to minimize any damage to property. It is understood by Client, however, that in the normal course of work, some damage may occur, in which event Columbia West is not obliged to restore the property to its state prior to the performance of such work.

**10. Re-use of Documents.** Any reuse or modification of documents by Client or anyone obtaining it through Client will be at Client's sole risk and without liability to Columbia West. Client will defend, indemnify and hold Columbia West harmless from all third party claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising out of or in any way related to the reuse or modification of the Work by Client or anyone obtaining it through Client.

**11. Cost and Other Estimates.** Client recognizes that Columbia West has no control over the cost of labor, materials, equipment or services provided by others, or over the contractor's methods of determining prices, or of market conditions. Any cost estimates as may be provided are made only on the basis of Columbia West's experience and judgment. No warranty is given, express or implied, that proposals or bids or actual project construction costs will not vary from cost estimates provided by Columbia West. Additionally, Columbia West makes no representations concerning estimates of area or volumes. Such estimates are estimates only. No warranty is made that estimates of areas or volumes will not be different from actual quantities.

**12. Construction Monitoring.** If Columbia West is retained by Client to provide services to monitor or observe portions of construction work, foundation excavations, or other field activities, Columbia West will report its observations and opinions to Client or Client's designated agent. Columbia West will report any observed geotechnically-related work that, in Columbia West's opinion, does not conform to plans or specifications. Client acknowledges that Columbia West has no right to reject or stop work of any contractor, subcontractor or agent of the Client. Columbia West's construction monitoring or foundation observation does not include nor consist of exploratory investigation, subsurface evaluation, seismic evaluation, groundwater analysis or any other activities associated with site investigation. Construction monitoring is limited to materials tested and observed during the construction phase of the project and is not a warranty or evaluation of subsurface conditions. Columbia West claims no past or prior knowledge of site conditions other than those documented in our reports. Should Columbia West not be retained by Client for the purpose of monitoring construction work or field activities, Columbia West shall not be held liable or responsible for any such activities, or for the geotechnical performance of the completed Project. Monitoring of construction work or field activities and the performance of the complete Project will then be the sole responsibility of Client or of any other parties designated by Client. Client in such event agrees to defend, indemnify and hold harmless Columbia West from any loss or judgment incurred by Columbia West as a result of a claim or lawsuit resulting from Client's failure to monitor construction work or field activities for which Columbia West has not been retained.

**13. Means, Methods and Techniques; Safety.** Columbia West is not responsible for and will not have control of means, methods, techniques, sequences or procedures of construction or other field activities of any contractor, subcontractor, agent or representative of Client. It is agreed that Columbia West has no control over any person or parties not employees or consultants of Columbia West. Columbia West has not been engaged and is not responsible for any safety precautions or programs related to construction for non-employees or non-consultants of Columbia West.

**14. Assignments.** During the term of this Agreement and following its expiration or termination for any reason, neither Client nor Columbia West shall transfer, assign, convey or sublet any right, claims, duty or obligation under it, nor any other interest therein without the prior written consent of the other party.

**15. Disputes.** In the event of a disagreement, Client and Columbia West agree that they will use their best efforts to resolve same in good faith negotiations or discussions with one another. If unsuccessful in resolving the dispute, the parties shall mediate any dispute prior to and as a precondition to commencement of a lawsuit by either.

**16. Certifications:** Client agrees not to require that Columbia West execute any certification with regard to services performed or work tested and/or observed under this agreement unless: (1) Columbia West believes that it has performed sufficient services to provide a sufficient basis to issue the certification, (2) Columbia West believes that the services performed or work tested and/or observed meet the criteria of the proposed certification, and (3) Columbia West has reviewed and approved in writing the exact form of such certification prior to execution of this agreement. Any certification by Columbia West is limited to an expression of professional opinion based upon the services performed by it, and does not constitute or imply a warranty or guarantee of any kind.

**17. No Personal Liability:** Client expressly waives any right to sue, or otherwise make any claim against, any of Columbia West's officers or employees, past or present, as individuals, for any cause.

**18. Consequential Damages:** Neither Client nor Columbia West will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

**19. No Third Party Beneficiaries:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Columbia West. No third party beneficiaries are created or intended by this Agreement.

**EXHIBIT B - 2014 Professional Services Schedule of Fees**

**SPECIAL INSPECTION AND CONSTRUCTION MONITORING**

➤ **Services**

	<u>TYPE</u>	<u>RATE</u>
Laboratory Technician.....	hourly	\$39.00
Engineering Technician (compaction testing soil & asphalt) .....	hourly	\$48.00
Concrete Testing Technician (ACI-certified concrete testing).....	hourly	\$45.00
Special Inspection (reinforced concrete).....	hourly	\$48.00
Special Inspection (proprietary anchors).....	hourly	\$48.00
Special Inspection (masonry, grout, CMU).....	hourly	\$48.00
Special Inspection (structural steel, bolting, and welding).....	hourly	\$55.00
Special Inspection (fireproofing).....	hourly	\$55.00
Floor Flatness Technician.....	hourly	\$60.00
Senior Engineering Technician .....	hourly	\$60.00
Asphalt Coring and Concrete Coring.....	hourly	\$60.00
Cement-Treated-Soil Testing and Inspection.....	hourly	\$55.00
Concrete Strength-Maturity Testing.....	hourly	\$65.00
Subgrade Evaluation .....	hourly	\$65.00
Laboratory Manager.....	hourly	\$80.00
Project Manager.....	hourly	\$80.00
Administrative Assistant.....	hourly	\$45.00
Skidmore Wilhelm – Bolt Testing (equipment fee).....	per day	\$50.00
Floor Flatness (equipment fee).....	per day	\$450.00
Anchor Proof Loading Hydraulic Ram and Deflection Gauges (equipment fee).....	per day	\$200.00
Concrete Strength-Maturity Electronic Meter/Reader (equipment fee).....	per day	\$50.00
Strength-Maturity Loggers.....	each	\$80.00

**ENGINEERING CONSULTING**

➤ **Personnel**

	<u>TYPE</u>	<u>RATE</u>
Principal Engineer .....	hourly	\$105.00
Project Engineer .....	hourly	\$95.00
Senior Staff Engineer .....	hourly	\$90.00
Staff Engineer .....	hourly	\$85.00
Staff Geologist .....	hourly	\$85.00
Environmental Engineer .....	hourly	\$85.00
Environmental Engineering Technician.....	hourly	\$75.00

➤ **Geotechnical Services**

	<u>TYPE</u>	<u>RATE</u>
Bearing Capacity and Settlement Analysis .....	site specific	quoted
Foundation Design .....	site specific	quoted
Geotechnical Plan Review .....	hourly	\$95.00
Geotechnical Site Investigation .....	site specific	quoted
Retaining Wall Design .....	site specific	quoted
Rigid and Flexible Pavement Design .....	site specific	quoted
Slope Stability Analysis .....	site specific	quoted
Soil Infiltration Testing .....	site specific	quoted
Deep Foundation and Pile Design.....	site specific	quoted

➤ **Environmental Services**

	<u>TYPE</u>	<u>RATE</u>
Stormwater Sampling – 1200 COLS .....	site specific	quoted
Stormwater Sampling – 1200 A .....	site specific	quoted
Stormwater Sampling – 1200 Z .....	site specific	quoted
Monthly Stormwater Monitoring .....	site specific	quoted
Stormwater Pollution Control Plan .....	site specific	quoted
Spill Prevention / Accidental Spill Plans .....	site specific	quoted
Critical Aquifer Recharge Area (CARA) Site Evaluation Report .....	site specific	quoted
Phase I Environmental Assessment .....	site specific	quoted
Phase II Environmental Assessment .....	site specific	quoted

**MATERIALS TESTING SERVICES**

➤ **Soils & Aggregate**

	<u>TYPE</u>	<u>RATE</u>
Atterberg Limits .....	each	\$95.00
Direct Shear.....	each	\$385.00
California Bearing Ratio .....	each	\$425.00
One-dimensional Consolidation .....	each	quoted
Fractured Face Determination.....	each	\$50.00
Flat & Elongated particles .....	each	\$125.00
Hydrometer Analysis .....	each	\$135.00
Moisture Content .....	each	\$20.00
Organic Content .....	each	\$75.00
Organic Impurities.....	each	\$75.00
pH (soil) .....	each	\$50.00
Permeability (Constant Head).....	each	\$350.00
Permeability (Falling Head).....	each	\$250.00
Percent Wood Waste.....	each	\$50.00
Proctor Moisture-Density .....	each	\$190.00
Proctor Moisture-Density with oversize .....	each	\$200.00
Sand Equivalent .....	each	\$95.00
Sieve Analysis < ¼ inch maximum particle size.....	each	\$90.00
Sieve Analysis ¼ inch to 2-inch maximum particle size.....	each	\$120.00
Sieve Analysis > 2-inch maximum particle size.....	each	\$220.00
Specific Gravity of coarse aggregate.....	each	\$85.00
Uncompacted Void Content .....	each	\$125.00
Specific Gravity of fine aggregate.....	each	\$125.00
Soil Classification .....	each	\$25.00

➤ **Treated Soils**

	<u>TYPE</u>	<u>RATE</u>
Proctor Moisture-Density .....	each	\$185.00
CBR (7-day cure) .....	each	\$560.00
Compressive Strength Test.....	per set	\$300.00

➤ **Portland Cement Concrete / Masonry / Rock**

	<u>TYPE</u>	<u>RATE</u>
Concrete Cylinder Compressive Strength .....	each	\$20.00
Mortar/Grout 2 inch Cube Compressive Strength.....	each	\$18.00
Mortar Cylinder Compressive Strength.....	each	\$18.00
Core Compressive Strength (peak strength only).....	each	\$55.00
Core Unconfined Compressive Strength (stress-strain relationship).....	each	\$145.00
Grout Prism Compressive Strength Test.....	each	\$35.00
CMU Prism Compressive Strength Test.....	each	\$110.00

➤ **Asphalt Concrete**

	<u>TYPE</u>	<u>RATE</u>
Rice Density .....	each	\$90.00
Core Density and Thickness .....	each	\$45.00
Oil Content Calibration - Ignition.....	each	\$400.00
Oil Content & Gradation - Ignition .....	each	\$195.00
Moisture Content of Bituminous Mixtures.....	each	\$25.00

**MISCELLANEOUS**

	<u>TYPE</u>	<u>RATE</u>
Concrete Equipment Fee.....	daily	No Charge
Coring Equipment .....	daily	\$100.00
Core Bit Wear .....	per core	\$3.00
Nuclear Densometer .....	daily	No Charge
Vehicle Fee.....	daily	\$20.00
Mileage (outside of service area) .....	mile	\$0.65
Meter (Turbidity or pH) .....	daily	\$10.00
Outside Services.....	each	cost + 20%

Personnel rates are portal to portal. All requested geotechnical observations, inspections, and/or testing carry no minimum charge. Hours in excess of eight per day and all work on weekends will be invoiced at 1.5 times the quoted rate. Rushed laboratory testing (turnaround less than two days) will be invoiced at 1.5 times the indicated rate. Laboratory rates do not include pick up or delivery to Columbia West's laboratory. (Ø)



**Exhibit C**  
**NW 38th Avenue Phase 2**  
**Camas, Washington**  
**Construction Testing Estimate**



**ESTIMATE BASED ON ASSUMED NUMBER OF SITE VISITS**

Item					Billing Rate	Estimated Total					
<b>Compaction</b>											
Soil Technician	16	trips at	4	hours/ea	\$20	mileage	\$0	dens/equip fee	\$48	/hr	\$3,392.00
Asphalt Technician	4	trips at	8	hours/ea	\$20	mileage	\$0	dens/equip fee	\$48	/hr	\$1,616.00
Technician Overtime	4	trips at	4	hours/ea	\$0	mileage	\$0	dens/equip fee	\$72	/hr	\$1,152.00
subtotal =											\$6,160.00

<b>Concrete</b>											
Concrete Technician	20	trips at	5	hours/ea	\$20	mileage	\$0	dens/equip fee	\$45	/hr	\$4,900.00
Sample Pick-up			15	trips	\$20	mileage	2	hours	\$45	/hr	\$1,650.00
subtotal =											\$6,550.00

<b>Laboratory Services</b>											
Concrete Compressive Strength Tests			4	per set			20	sets	\$20.00	/ea	\$1,600.00
Sand Equivalent							16	tests	\$95.00	/ea	\$1,520.00
Fracture Face Count							9	tests	\$50.00	/ea	\$450.00
Moisture Density Relationship							2	tests	\$200.00	/ea	\$400.00
Coarse Agg Spec Gravity							2	tests	\$85.00	/ea	\$170.00
Treated Soil Moisture Density Relationship							2	tests	\$185.00	/ea	\$370.00
Sieve Analysis 0-3/4"							4	tests	\$90.00	/ea	\$360.00
Sieve Analysis 3/4"-2.0"							16	tests	\$120.00	/ea	\$1,920.00
Rice Density							4	tests	\$90.00	/ea	\$360.00
Moisture Content							6	tests	\$25.00	/ea	\$150.00
Fine Agg Spec Gravity							1	tests	\$125.00	/ea	\$125.00
Uncompacted Void Content							4	tests	\$125.00	/ea	\$500.00
Asphalt Ignition Oven Calibration							1	tests	\$400.00	/ea	\$400.00
Asphalt Ignition/Gradation							6	tests	\$195.00	/ea	\$1,170.00
subtotal =											\$9,495.00

<b>Miscellaneous Services</b>											
Material Sampling (ac/agg)	10	trips at	3	hours/ea	\$20	mileage	\$0	dens/equip fee	\$48	/hr	\$1,640.00
Administrative Support							10	hours	\$45	/hr	\$450.00
Laboratory Manager							6	hours	\$80	/hr	\$480.00
Project Management / Meetings							10	hours	\$80	/hr	\$800.00
subtotal =											\$3,370.00

**TOTAL ESTIMATED COST: \$25,575.00**

**Exhibit D**  
**NW 38th Avenue Phase 2 Improvements**  
**Camas, Washington**  
**Water Quality Monitoring Estimate**  
**May 12, 2014**



ESTIMATE BASED ON ASSUMED NUMBER OF SITE VISITS

Item					Billing Rate	Estimated Total
<b>Weekly Site Visits</b>						
Environmental Engineering Technician	12	trips at	4	hours/ea	\$20	mileage
					\$10	equip fee
					\$75	/hr
						subtotal =
						\$3,960.00
						\$3,960.00
<b>In-Water Work - when installing temporary stream crossing, stream bypass, and berm removal</b>						
Environmental Engineering Technician	6	trips at	8	hours/ea	\$20	mileage
					\$10	equip fee
					\$75	/hr
						subtotal =
						\$3,780.00
						\$3,780.00
<b>Miscellaneous Services</b>						
Environmental Engineering Technician	2	trips at	4	hours/ea	\$20	mileage
					\$10	equip fee
					\$75	/hr
						subtotal =
						\$660.00
						\$660.00
<b>TOTAL ESTIMATED COST:</b>						<b>\$8,400.00</b>



<b>Supplemental Agreement Number <u>4</u></b>		Organization and Address Otak, Inc. 700 Washington Street, Suite 401 Vancouver, WA 98660	
Original Agreement Number <u>S-565</u>		Phone: (360) 737-9613	
Project Number	Execution Date <u>6/7/2012</u>	Completion Date <u>6/30/2015</u>	
Project Title <u>NW 38th Avenue Phase 2</u>	New Maximum Amount Payable <b>\$ 857,111.00</b>		
Description of Work Consultant Scope is amended to include construction administration, construction observation, submittal review and development of record drawings for Phase 2			

The Local Agency of City of Camas  
desires to supplement the agreement entered into with Otak, Inc.  
and executed on 6/7/2012 and identified as Agreement No. S-565

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See Attached Exhibit A-1 for additional scope

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date is extended to June 30, 2015

III

Section V, PAYMENT, shall be amended as follows:

Increase maximum amount payable by \$279,475. New maximum payable amount shall be \$857,111.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Tim Kraft, Principal

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

  
\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

**Exhibit "A"**  
**Summary of Payments**

	Basic Agreement	Supplement #1	Supplement #2	Supplement #3	Supplement #4	Total
Direct Salary Cost	\$ 38,288	\$ 119,067	\$ 27,783	\$ -	\$ 102,093	\$ 287,231
Overhead (Including Payroll Additives)	\$ 59,278	\$ 184,391	\$ 17,980	\$ -	\$ 133,457	\$ 395,106
Direct Non-Salary Costs	\$ 14,472	\$ 60,300	\$ 3,167	\$ -	\$ 13,297	\$ 91,236
Fixed Fee	\$ 11,487	\$ 35,719	\$ 5,704	\$ -	\$ 30,628	\$ 83,538
<b>Total</b>	<b>\$ 123,525</b>	<b>\$ 399,477</b>	<b>\$ 54,634</b>	<b>\$ -</b>	<b>\$ 279,475</b>	<b>\$ 857,111</b>



Exhibit A-1  
Scope of Work  
April 22, 2014  
City of Camas  
NW 38th Avenue Phase 2 Improvements  
Amendment 4

INTRODUCTION

This scope amends the Scope of Work approved by the City of Camas on June 7, 2012 to add construction management and inspection services.

13.0 PROJECT MANAGEMENT AND COORDINATION

13.1 Coordination with City of Camas

Otak will coordinate with City of Camas Engineering staff on a regular basis to work with the City's project engineer on project administration, issues, and schedule. A kickoff/coordination meeting will be conducted with Otak's project team and City staff to establish procedures/protocols and communication requirements for the project. Otak will assist in scheduling project related meetings, reviews, and other coordination activities needed to keep the project moving ahead.

**Assumptions for Budgeting Purposes:**

- This task assumes one hour of coordination time for a senior project manager and eight hours of coordination time for an assistant construction project manager, per week, for the assumed project duration of 26 weeks.

**Deliverables:**

- On-going coordination and communication as needed to appropriately manage the project (no tangible deliverables for this task).

13.2 Project Monitoring and Reporting

Project monitoring will include the coordination of design and construction services team members, project scheduling, and the preparation of a monthly progress report and a monthly invoice statement.

**Assumptions for Budgeting Purposes:**

- This task assumes one hour of coordination time for a senior project manager, per week, for the assumed project duration of 26 weeks.

**Deliverables:**

- Monthly project status report – Submitted to City with the monthly invoice.

### 13.3 Meetings

Otak will assist City project engineer in arranging, organizing, and attending meetings, including a kick off meeting with the City, preconstruction conference with City and contractor, weekly project progress meetings, and utility coordination meetings. Other specific pre-work meetings may include the following (based on need during construction or contractor request): traffic control/staging, construction surveying, ditch isolation and reconstruction, cement treated base construction, HMAC paving, striping, and electrical system installation. Otak will issue meeting notes for each meeting. Generally, Otak's Assistant Construction Project Manager will be in attendance. Progress meetings will be used to promote effective communication between the City, Otak, Contractor and other project stakeholders.

**Assumptions for Budgeting Purposes:**

- This task assumes a senior project manager will attend project meetings on a monthly basis (6 meetings total) at three hours per meeting (including travel) and an assistant construction project manager will attend project meetings weekly (26 meetings total) at 1.5 hours per meeting for the assumed project duration of 26 weeks.

**Deliverables:**

- Meeting agendas

## 14.0 CONSTRUCTION MANAGEMENT AND ENGINEERING

### 14.1 Project Setup

Otak will prepare the spreadsheets for the Request for Approval of Materials (RAM) and Record of Material (ROM) forms, and prepare templates for other required documentation forms. Otak staff will work with the City to develop a list of deliverables and approximate timeframe for submitting information to the City (ie. throughout the duration of the project, monthly, at project completion, etc.).

**Assumptions for Budgeting Purposes:**

- This task assumes WSDOT will assemble the initial Record of Materials (ROM) and Otak staff will reformat the data to create a user-friendly and concise ROM form.

## Scope of Services

Continued

### **Deliverables:**

- Record of Materials reformatted once Otak receives original ROM from WSDOT.

### **14.2 Material Submittals**

Otak will review material submittals (Manufacturer's Certificates of Compliance, Certificates of Material Origin, cut sheets, Qualified Product List sheets, etc), construction sequence schedules, shop drawings, and other items required from the Contractor. Otak will maintain a documented record of all material submittals in accordance with the Record of Materials and will review, approve, and track all Requests for Approval of Materials (RAM). Otak will log in, review, track and return each submittal within the timeframe established in the Standard Specifications. Otak will review the following submittals, including but not limited to: material specific submittals, traffic control plans, staging plans, erosion and pollution control plans, quality control plan, construction schedules, drainage structure shop drawings, demolition plans, HMAC and concrete mix designs, lighting pole and traffic signal pole submittals, submittals for traffic signal or electrical equipment and materials, landscaping and irrigation submittals, and others required by construction contract specifications.

### **Deliverables:**

- Material and submittal log
- RAM log

### **14.3 Construction Administration and Engineering**

Otak's Assistant Construction Project Manager and Field Inspector will be the direct points of contact for the City and construction contractor and will coordinate with utility franchise companies. Otak's Assistant Construction Project Manager will coordinate with the Field Inspector, Contractor, and City throughout the duration of the project, keep a record of decisions made, review and recommend solutions to change order requests and disputes with the Contractor, and assist the City with review of pay notes and draft pay estimates. Otak will draft construction contract change orders for City review and approval.

### **Assumptions for Budgeting Purposes:**

- This task assumes assistant construction project manager will provide ten hours per week, and field inspector will provide 1.5 hours per week for the assumed project duration of 26 weeks.

### **Deliverables:**

- Record of field decisions
- Pay notes to City for review and processing (monthly)
- Draft construction contract change orders for City review, approval, and processing

### **14.4 Response to Questions/Field Changes**

## Scope of Services

Continued

Otak will respond to requests for information by the Contractor and provide supplemental information as needed to maintain the progress of the work. If field adjustments are required as a result of a change in conditions or a desired change by the City, Otak will prepare necessary change order documents (per 14.3) and plan revisions.

### **Assumptions for Budgeting Purposes:**

- This task assumes an assistant construction project manager will provide four hours per week, and a field inspector will provide one hour per week, and engineering staff will provide 3 hours per week responding to questions and field changes, for the assumed project duration of 26 weeks.

### **Deliverables:**

- Log of RFI responses and field changes

## 15.0 CONSTRUCTION OBSERVATION

### 15.1 Field Inspection

Otak will provide a Field Inspector to observe the construction work. The Field Inspector will typically be the first point of contact, and will be readily accessible for the Contractor. The Field Inspector will observe construction, attend the pre-construction conference and progress meetings, complete daily inspection reports, measure quantities and keep quantity paybooks, and review quantities with the Contractor and City prior to submittal to the City for payment. The Field Inspector will maintain a full-size set of plans, noting changes to the work, to be used as the basis for construction record drawings (see Task 16.2), along with the Contractor's as-built records. The Field Inspector will be on site when the Contractor is working.

### **Assumptions for Budgeting Purposes:**

- This task assumes a construction inspector will provide a full-time presence on-site as work demands. The assumed level of effort for budgeting purposes is 55 hours per week for the assumed project duration of 26 weeks.

### **Deliverables:**

- Daily progress reports (submitted electronically, daily)
- Monthly quantities (submitted monthly for progress estimate)
- Quantity paybooks (submitted at project closeout)

### 15.2 Site Visits

Otak's Senior Project Manager and other engineering staff will visit the site periodically to review construction progress and verify compliance with the project plans and specifications.



## Scope of Services

Continued

It is anticipated that site visits will be combined with a construction meeting whenever possible.

### **Assumptions for Budgeting Purposes:**

- This task assumes a senior project manager will make a monthly site visit to the site to review project progress, visit with Contractor and City staff, and provide general consultation and project management. Site visits are assumed to be two hours (including travel).

### **15.3 Final Inspections**

The City, Project Manager(s), and Field Inspector will inspect the project and compile a punch list upon substantial completion. After the Contractor has completed all punch list items, the project team will again inspect the project and establish the physical completion date.

#### **Deliverables:**

- Initial punch list for City review and comment
- Final punch list incorporating all comments
- Notification of punch list completion and physical completion date

### **16.0 PROJECT CLOSEOUT**

#### **16.1 Closeout Documentation**

Otak will compile project closeout documentation and coordinate with the Contractor and the City to obtain the required documents. Otak will assemble project documentation and deliver to the City at project completion.

#### **Deliverables:**

- Project documentation according to LAG Manual requirements.

#### **16.2 As Constructed Record Drawings**

The Final Plans will be revised to conform to construction record drawings from information supplied by the Contractor and Field Inspector. Two hardcopy sets of "Construction Record" plans (paper format) and a CD with an electronic copy of the plans (AutoCAD .dwg file format) will be submitted to the City.

#### **Deliverables:**

- Full-size hardcopy and electronic As-Builts

### **EXPENSES**

## Scope of Services

Continued

Expenses have been estimated in the budget at 5% of the labor cost, but will be invoiced based on actual costs incurred.

### ASSUMPTIONS

- The scope and budget have been prepared with the assumption that actual construction of the project will begin in June 2014 and take approximately 6 months (26 weeks) to complete.

### PROJECT TEAM ORGANIZATION

To correspond with terms used in this Scope of Work, the list below identifies key Otak staff:

Senior Project Manager – Ian Machan

Assistant Construction Project Manager – Bill Pierce

Field Inspector – Tom Garner

Engineering Staff – Rich Darland, Cory Kratovil

**Exhibit E-1**

Otak, Inc.  
 Consultant Fee Determination -- Summary Sheet

**Project:** NW 38th Avenue Phase 2

**Office Staff  
 Direct Salary Cost (DSC):**

<u>Staff Name</u>	<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>	
CE VII		108	X	\$45.15	=	\$4,876	
CE VII		63	X	\$45.15	=	\$2,844	
CE I		103		\$27.75	=	\$2,858	
PM/PLS		16		\$34.42	=	\$551	
Sr. Party Chief		16		\$24.51	=	\$392	
Sr. Field Tech II		16		\$24.51	=	\$392	
Project Admin Asst		44	X	\$22.74	=	\$1,001	
<b>Total DSC</b>						<b>=</b>	<b>\$12,915</b>

**Overhead (OH Cost -- Including Salary Additives):**  
 OH Rate x DSC of 175.00% X \$12,915 = \$22,601

**Fee**  
 Fee Rate x DSC of 30% X \$12,915 = \$3,875

**Field Staff  
 Direct Salary Cost (DSC):**

<u>Staff Name</u>	<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>	
Eng Tech V (Field Insp.)		1527	X	\$30.00	=	\$45,810	
Asst. Const PM		823	X	\$47.00	=	\$38,681	
<b>Total DSC</b>						<b>=</b>	<b>\$84,491</b>

**Overhead (OH Cost -- Including Salary Additives):**  
 OH Rate x DSC of 122.18% X \$84,491 = \$103,231

**Fee**  
 Fee Rate x DSC of 30% X \$84,491 = \$25,347

**Exhibit E-1**

Otak, Inc.  
Consultant Fee Determination -- Summary Sheet

**Project:** NW 38th Avenue Phase 2

**Reimbursables:**

Per Diem	\$6,972
Mileage	\$5,000
Copies	\$640

**Total Reimbursables** = \$12,612

**Subconsultant Costs**

\$14,403

**Grand Total**

\$279,475

Prepared by: Ian Machan

Date: 4/22/2014



**OTAK, Inc.**  
**Overhead Schedule**  
01/01/12-12/31/12

Account Title	G/L Overhead Costs FINAL	OTAK		Proposed Overhead Costs	ACCEPTED OVERHEAD COSTS	%
		Adjustments FINAL	Notes			
<b>Direct Labor Base</b>						
601.00 Direct Labor - Principals	\$ 2,309,918.91	\$ -		\$ 2,309,918.91	\$ 2,309,918.91	36.63%
601.02 Direct Labor - FAR Adjustment	131,083.24	-		131,083.24	131,083.24	2.08%
602.00 Direct Labor - Employees	3,865,302.44	-		3,865,302.44	3,865,302.44	61.29%
<b>Total Direct Labor Base</b>	<b>\$ 6,306,304.59</b>	<b>\$ -</b>		<b>\$ 6,306,304.59</b>	<b>\$ 6,306,304.59</b>	<b>100.00%</b>
<b>Overhead Costs</b>						
701.00 Indirect Labor-Principals & Employees	\$ 2,514,565.83	\$ (6,188.00)	7	\$ 2,508,377.83	\$ 2,508,377.83	39.78%
701.02 FAR Indirect Labor	(131,083.24)	-		(131,083.24)	(131,083.24)	-2.08%
701.50 Indirect Labor-Premium Time	19,115.33	-		19,115.33	19,115.33	0.30%
702.00 Marketing Labor	597,898.24	-		597,898.24	597,898.24	9.48%
702.01 Training Labor	50,316.38	-		50,316.38	50,316.38	0.80%
702.50 Promotional Project Time	559,353.98	-		559,353.98	559,353.98	8.87%
703.00 Indirect Cost Payroll-Marketing Staff	2,140.00	-		2,140.00	2,140.00	0.03%
705.01 PTO & Comp	535,610.39	-		535,610.39	535,610.39	8.49%
705.02 Sabbatical Leave	(796.05)	-		(796.05)	(796.05)	-0.01%
705.03 Principals Vacation	113,153.76	-		113,153.76	113,153.76	1.79%
705.04 Sick Pay	96,971.64	-		96,971.64	96,971.64	1.54%
705.05 Holiday Pay	232,471.02	-		232,471.02	232,471.02	3.69%
705.06 Voluntary PTO	457.69	-		457.69	457.69	0.01%
705.07 Legal Settlement-Compensation	247,312.91	(247,312.91)	2	-	-	0.00%
707.01 Bonuses	4,500.00	-		4,500.00	4,500.00	0.07%
707.02 Bonuses - Safety	4,913.82	-		4,913.82	4,913.82	0.08%
708.00 Severance Pay	59,974.84	(43,293.00)	3	16,681.84	16,681.84	0.26%
710.00 Payroll Taxes	7,568.25	-		7,568.25	7,568.25	0.12%
710.01 Payroll Taxes- FICA ER Expense	779,651.01	-		779,651.01	779,651.01	12.36%
710.02 Payroll Taxes- SUI ER Expense	217,139.87	-		217,139.87	217,139.87	3.44%
710.03 Payroll Taxes- WBFT ER Expense	2,681.41	-		2,681.41	2,681.41	0.04%
710.04 Payroll Taxes- Trimet ER Expense	53,898.30	-		53,898.30	53,898.30	0.85%
712.00 Employee Housing	22,691.92	-		22,691.92	22,691.92	0.36%
713.00 Employee Relocation Expenses	7,883.13	-		7,883.13	7,883.13	0.13%
715.00 Flex/401K Admin Fees	10,578.99	-		10,578.99	10,578.99	0.17%
716.00 Fringe Benefits Other	3,639.83	-		3,639.83	3,639.83	0.06%
717.00 Health Insurance Claims	(90,966.43)	-		(90,966.43)	(90,966.43)	-1.44%
718.00 Health Insurance Employees	976,106.47	(14,777.12)		961,329.35	961,329.35	15.24%
719.00 Life & LTD Insurance Employees	59,574.15	-		59,574.15	59,574.15	0.94%
722.01 Employee Functions - FAR	2,100.24	(2,100.24)	1	-	-	0.00%
722.02 Alcoholic Beverage - FAR	703.00	(703.00)	1	-	-	0.00%
723.00 Employee Personal Charges - FAR	1,665.71	(1,665.71)	1	-	-	0.00%
724.00 DRPD Unallowed Charges - FAR	3,129.93	(3,129.93)	1	-	-	0.00%
725.00 Continuing Education	14,014.43	-		14,014.43	14,014.43	0.22%
725.01 Continuing Education - Tuition Reimb	820.00	-		820.00	820.00	0.01%
726.00 Professional Fees & Licenses	17,009.15	(1,818.53)	6	15,190.62	15,190.62	0.24%
727.00 Travel - Education	2,107.67	-		2,107.67	2,107.67	0.03%
728.00 Travel - Employee Commuting Expense	2,608.45	-		2,608.45	2,608.45	0.04%
729.01 Employee Recruiting	7,535.19	-		7,535.19	7,535.19	0.12%
729.02 Employee Recruiting Advertising	1,110.00	-		1,110.00	1,110.00	0.02%
730.01 Office Rent	1,548,579.22	(266,638.00)	4	1,281,941.22	1,281,941.22	20.33%
730.02 Office Rent- CAM Charges	182,332.14	-		182,332.14	182,332.14	2.89%
730.03 Office Rent-Utilities Paid	37,087.55	-		37,087.55	37,087.55	0.59%
731.00 Janitorial Services	67,960.28	-		67,960.28	67,960.28	1.08%
732.00 Protective Services	8,192.07	-		8,192.07	8,192.07	0.13%
733.00 Maintenance & Repairs	38,687.98	-		38,687.98	38,687.98	0.61%
734.00 Utilities	52,614.17	-		52,614.17	52,614.17	0.83%
735.00 Telephone	303,474.26	-		303,474.26	303,474.26	4.81%
736.00 Internet Services	7,853.99	-		7,853.99	7,853.99	0.12%
740.01 Operating & General Supplies	92,198.25	-		92,198.25	92,198.25	1.46%
740.02 Operating & General Supplies - FAR	511.14	(511.14)	1	-	-	0.00%
741.00 Postage & Freight	24,824.33	-		24,824.33	24,824.33	0.39%
742.01 Printing & Graphics	15,105.22	-		15,105.22	15,105.22	0.24%
742.02 Printing & Graphics FAR	349.26	(349.26)	1	-	-	0.00%

**OTAK, Inc.**  
**Overhead Schedule**  
**01/01/12-12/31/12**

Account Title	OTAK		Notes	Proposed Overhead Costs	ACCEPTED OVERHEAD COSTS	%
	G/L Overhead Costs FINAL	Adjustments FINAL				
743.00 Computer Supplies	57,247.85	-		57,247.85	57,247.85	0.91%
744.00 Software Program Expenses	295,110.21	-		295,110.21	295,110.21	4.68%
745.00 Outside Computer Services	101,595.78	-		101,595.78	101,595.78	1.61%
746.01 Miscellaneous	3,661.35	(391.45)	6	3,269.90	3,269.90	0.05%
746.02 Miscellaneous FAR	883.89	(883.89)	1	-	-	0.00%
747.00 Equipment Rental	112,736.32	-		112,736.32	112,736.32	1.79%
748.00 Equipment Lease	85,054.21	-		85,054.21	85,054.21	1.35%
749.01 Business Meals - inside	2,626.13	-		2,626.13	2,626.13	0.04%
749.02 Business Meals - Offsite	5,132.64	-		5,132.64	5,132.64	0.08%
749.03 Business Meals - Inside FAR	212.99	(212.99)	1	-	-	0.00%
749.04 Business Meals - Offsite FAR	3,774.40	(3,774.40)	1	-	-	0.00%
750.00 Discretionary Recognitions	205.98	-		205.98	205.98	0.00%
752.00 Temp Clerical & Admin Services	110,607.07	-		110,607.07	110,607.07	1.75%
755.00 Travel Airfare - FAR	8,381.38	(8,381.38)	1	-	-	0.00%
755.01 Travel Automobile Rental - FAR	1,924.33	(1,924.33)	1	-	-	0.00%
755.02 Travel Lodging - FAR	16,839.59	(16,839.59)	1	-	-	0.00%
755.03 Travel Parking - FAR	2,150.86	(2,150.86)	1	-	-	0.00%
755.04 Travel Misc - FAR	3,325.02	(3,325.02)	1	-	-	0.00%
760.01 Insurance - Business	414,815.81	-		414,815.81	414,815.81	6.58%
761.02 Officers Insurance FAR	(9,044.00)	9,044.00	1	-	-	0.00%
762.01 Vehicle Leases	18,507.47	-		18,507.47	18,507.47	0.29%
763.01 Travel Mileage Reimbursed	16,340.13	-		16,340.13	16,340.13	0.26%
763.02 Travel Mileage Reimbursed FAR	5,244.21	(5,244.21)	1	-	-	0.00%
764.01 Vehicles Expenses	96,923.13	(2,447.00)	5	94,476.13	94,476.13	1.50%
764.02 Vehicles Expenses FAR	1,286.26	(1,286.26)	1	-	-	0.00%
774.00 Business Development	18,699.18	-		18,699.18	18,699.18	0.30%
776.00 Advertising & Promotion	25,286.02	(25,286.02)	1	-	-	0.00%
776.01 Advertising AD Placement	11,554.26	(11,554.26)	1	-	-	0.00%
777.00 Marketing Exhibits	6,964.94	(6,964.94)	1	-	-	0.00%
778.00 Marketing Expenses	55,845.54	(55,845.54)	1	-	-	0.00%
779.00 Client Appreciation	5,724.17	(5,724.17)	1	-	-	0.00%
780.01 Professional Services - Other	159,279.05	(17,029.29)	6	142,249.76	142,249.76	2.26%
780.02 Professional Services - Other FAR	61,652.69	(61,652.69)	1	-	-	0.00%
781.01 Professional Dues, Pubs, Subscrip	30,297.04	(3,239.20)	6	27,057.84	27,057.84	0.43%
781.02 Professional Dues, Pubs, Subscrip FAR	3,697.40	(3,697.40)	1	-	-	0.00%
782.00 Business Ds Licens & Memberships	10,722.71	(1,146.42)	6	9,576.29	9,576.29	0.15%
782.01 Business Ds License, Membership & Fees	38,602.58	(4,127.19)	6	34,475.39	34,475.39	0.55%
782.02 Business Ds License & Membership-FAR	10,302.48	(10,302.48)	1	-	-	0.00%
783.01 Business Subscriptions & Pubs	11,675.97	-		11,675.97	11,675.97	0.19%
783.02 Business Subscriptions & Pubs FAR	2,903.55	(2,903.55)	1	-	-	0.00%
785.01 Business Meals-Direct Sales	166.00	-		166.00	166.00	0.00%
785.02 Business Meals-Direct Sales FAR	834.67	(834.67)	1	-	-	0.00%
786.02 Entertainment FAR	44,012.74	(44,012.74)	1	-	-	0.00%
787.01 Travel - Office & Direct Sales	40,101.30	(7,983.45)	5	32,117.85	32,117.85	0.51%
787.02 Travel - Office & Direct Sales FAR	21,490.20	(21,490.20)	1	-	-	0.00%
787.03 Travel Airfare	52,276.20	(23,300.39)	5	28,975.81	28,975.81	0.46%
787.04 Travel Lodging	15,425.31	-		15,425.31	15,425.31	0.24%
787.05 Travel Meals	5,267.09	(1,835.59)	5	3,431.50	3,431.50	0.05%
787.06 Travel Parking	27,513.40	-		27,513.40	27,513.40	0.44%
787.07 Travel Misc	(15,802.68)	-		(15,802.68)	(15,802.68)	-0.25%
787.08 Travel Meals - FAR	2,113.37	(2,113.37)	1	-	-	0.00%
788.00 Travel - Auto Rental	12,246.73	-		12,246.73	12,246.73	0.19%
788.01 Travel - Auto Allowance	8,160.00	(8,160.00)	10	-	-	0.00%
790.01 Legal	130,944.14	(16,740.82)	8	114,203.32	114,203.32	1.81%
790.02 Legal FAR	1,072.50	(1,072.50)	1	-	-	0.00%
792.00 Legal Claim Settlement	25,000.00	-		25,000.00	25,000.00	0.40%
792.02 Legal Claim Settlement FAR	(200,000.00)	200,000.00	1	-	-	0.00%
793.01 Accounting Services	362,625.21	(27,357.53)	9	335,267.68	335,267.68	5.32%
793.02 Accounting Services FAR	1,351.00	(1,351.00)	1	-	-	0.00%
800.00 Allowance for Bad Debt - FAR	650,168.72	(650,168.72)	1	-	-	0.00%
801.01 Bank Charges & Fees	25,559.86	-		25,559.86	25,559.86	0.41%
801.02 Bank Charges & Fees FAR	15.00	(15.00)	1	-	-	0.00%

**OTAK, Inc.**  
**Overhead Schedule**  
**01/01/12-12/31/12**

Account Title	G/L Overhead Costs FINAL	OTAK		Proposed Overhead Costs	ACCEPTED OVERHEAD COSTS	%
		Adjustments FINAL	Notes			
803.01 Contributions	40.00			40.00	40.00	0.00%
803.02 Contributions FAR	737.96	(737.96)	1	-	-	0.00%
805.00 Sales Tax Paid	19,812.38			19,812.38	19,812.38	0.31%
806.00 Other Taxes	183,214.34			183,214.34	183,214.34	2.91%
807.00 Penalties, Finance Chg, Late Fees	27,030.35	(27,030.35)	1	-	-	0.00%
808.00 Moving Expense	3,869.05			3,869.05	3,869.05	0.06%
810.00 Overhead Allocation	3,637,174.71	331,975.00	11	3,969,149.71	3,969,149.71	62.94%
811.00 Overhead Allocation Reallocated	(4,181,218.72)			(4,181,218.72)	(4,181,218.72)	-66.30%
812.00 Overhead Labor Allocated	322,893.92			322,893.92	322,893.92	5.12%
813.00 Overhead Labor Reallocated	(322,893.91)			(322,893.91)	(322,893.91)	-5.12%
815.00 Amortization	49,804.80	(49,804.80)	8	-	-	0.00%
816.01 Depreciation	341,071.65			341,071.65	341,071.65	5.41%
817.00 Interest Expense FAR	218,586.01	(218,586.01)	1	-	-	0.00%
818.00 Income Tax Expense	(430,569.17)	430,569.17	1	-	-	0.00%
820.00 Insurance-Officers	27,502.36	(27,502.36)	1	-	-	0.00%
902.00 Interest Income	(96,527.47)	96,527.47	1	-	-	0.00%
903.00 Dividend Income	(2,318.68)	2,318.68	1	-	-	0.00%
904.00 Miscellaneous Income	(78,412.22)	19,322.22		(59,090.00)	(59,090.00)	-0.94%
904.01 Misc Sublease Rental Income	(4,550.00)			(4,550.00)	(4,550.00)	-0.07%
904.02 Finance Charge Revenue	(662.00)	662.00	1	-	-	0.00%
906.00 Gain/Loss Asset Disposal	(34,630.50)			(34,630.50)	(34,630.50)	-0.55%
	<u>\$ 12,089,143.28</u>	<u>\$ (884,500.29)</u>		<u>\$ 11,204,642.99</u>	<u>\$ 11,204,642.99</u>	<u>177.67%</u>

Overhead Rate

177.67%

177.67%

0.29%

177.96%

Note: Otak is capping the overhead factor at 175%

Schedule Footnotes:

- 1 Unallowable accounts all costs removed by OTAK
- 2 Unallowable compensation for former CEO relative to ownership transition issues
- 3 Severance amounts in excess of statutory or policy requirements
- 4 Unallowable rent costs for office facilities under common ownership control
- 5 Unallowable costs resulting from extrapolation of statistical sample results - generally inadequate documentation of business purpose for travel expenditure and overseas airfare relative to UAE business segment.
- 6 Extrapolated results of statistical sample of accounts with higher risk of containing unallowable costs.
- 7 Excess Compensation for certain executives beyond of the average of three compensation surveys as per AASHTO guidance.
- 8 Amounts paid relative to loan guarantee
- 9 Cost for preparation and/or defense of certain federal income tax positions
- 10 Unallowable costs for lease of luxury automobile
- 11 Adjustment to bring allocation of indirect costs to foreign subsidiary into conformance with DCAA three factor formula

## AUDIT SERVICES

Oregon Department of Transportation

September 12, 2013

The Board of Directors and Stockholders  
OTAK, Inc.

Re: OTAK, Inc. Schedule of Indirect Cost Rate  
Fiscal Year Ended December 31, 2012

We have performed a cognizant review of OTAK, Inc.'s documentation and the working papers of your independent CPA firm, Clark Eustace Wagner, PA, of their audit of the Schedule of Indirect Cost Rate for OTAK, Inc.'s Fiscal Year Ended December 31, 2012 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. Our cognizant review was performed in accordance with the AASHTO Review program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

We were provided with a copy of independent auditor's report dated June 10, 2013, copies of their working papers and additional documentation from OTAK, Inc.

Based on our review, we accepted the audited Schedule of Indirect Cost Rate. This letter of concurrence establishes OTAK, Inc.'s Schedule of Indirect Cost Rate for the fiscal year ended December 31, 2012 at 177.67% of direct labor and a Facilities Capital Cost of Money factor of 0.29% of direct labor.

A copy of this letter will be forwarded to the appropriate ODOT contracting offices and Washington DOT. If you or any representative of OTAK, Inc. has any questions, please contact me at (503) 986-3213 or Inna Cutting at (503) 986-3174.

Sincerely,



Margaret Cole, CPA  
External Audit Services Manager  
Oregon Department of Transportation

cc: Chris Rayasam, CFO, OTAK, Inc.  
James C. Gill, CPA, Clark Eustace Wagner, PA



Washington State  
Department of Transportation

Lynn Peterson  
Secretary of Transportation

September 17, 2013

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

Nicholas Loope,  
President and Chief Executive Officer  
OTAK, Inc.  
17355 SW Boones Ferry Road  
Lake Oswego, OR 97035-5217

RE: OTAK, Inc. Indirect Cost Rate Schedule  
Fiscal Year End December 31, 2012

Dear Mr. Loope:

The Oregon Department of Transportation (ODOT) has concluded their cognizant review of Otak, Inc. ODOT is the Cognizant State for OTAK, Inc. ODOT accepted the audit performed by CPA Firm, Clark Eustace Wagner, PA. We were provided with their letter and a copy of the CPA audit report.

Based on the cognizant state's review and acceptance of the OTAK indirect cost rate, we are issuing this letter of review establishing OTAK's indirect cost rate for the fiscal year ending December 31, 2012, at 177.96% of direct labor. This rate includes FCCM of 0.29%.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement (s).

If you, or any representative of OTAK, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360) 705-7003.

Sincerely,

Martha S. Roach  
Agreement Compliance Audit Manager

MR:ds  
Enclosure

cc: Steve McKerney, Director of Internal Audit  
Jeri Sivertson, Assistant Director of Internal Audit  
Larry Schofield, MS 47323  
File





# Exhibit G-1

## Subconsultant Fee Determination Summary Sheet

Project: NW 38th Avenue Phase 2  
 Subconsultant: DKS Associates, Inc.

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>			<u>Rate</u>	=	<u>Cost</u>
		Total				
Grade 31	2	2	X	\$61.54	=	\$123
Grade 20	26	26	X	\$42.66	=	\$1,109
Grade 12	30	30	X	\$30.61	=	\$918
Grade 9	12	12	X	\$25.07	=	\$301
Tech L	8	8	X	\$24.42	=	\$195
				Total DSC	=	<u>\$2,647</u>

Overhead (OH Cost -- Including Salary Additives):

OH Rate x DSC of 177.10% X \$2,646.74 = \$4,687

Fixed Fee (FF)

FF Rate x DSC of 30% X \$2,646.74 = \$794

Reimbursables:

Mileage	\$	326	
Copies	\$	50	
Misc.	\$	30	
			Total Reimbursables = <u>\$ 406</u>

Grand Total \$8,534

Prepared By: Peter L. Coffey

Date: April 30, 2014

**Exhibit G-2**  
 Consultant Fee Determination-Summary Sheet



Standard DKS Billing Grades	Maximum Direct Salary	Overhead	Fixed Fee*	Maximum Billing Rate
Tech Level A	\$ 9.62	177.10%	30.0%	\$ 29.55
Tech Level B	\$ 9.77	177.10%	30.0%	\$ 30.00
Tech Level C	\$ 11.40	177.10%	30.0%	\$ 35.00
Tech Level D/Grade 1	\$ 13.03	177.10%	30.0%	\$ 40.00
Tech Level E/Grade 2	\$ 14.65	177.10%	30.0%	\$ 45.00
Tech Level F/Grade 3	\$ 16.28	177.10%	30.0%	\$ 50.00
Tech Level G/Grade 4	\$ 17.91	177.10%	30.0%	\$ 55.00
Tech Level H/Grade 5	\$ 19.54	177.10%	30.0%	\$ 60.00
Tech Level I/Grade 6	\$ 21.17	177.10%	30.0%	\$ 65.00
Tech Level J/Grade 7	\$ 22.79	177.10%	30.0%	\$ 70.00
Tech Level K/Grade 8	\$ 24.42	177.10%	30.0%	\$ 75.00
Tech Level L/Grade 9	\$ 26.05	177.10%	30.0%	\$ 80.00
Tech Level M/Grade 10	\$ 27.68	177.10%	30.0%	\$ 85.00
Grade 11	\$ 29.31	177.10%	30.0%	\$ 90.00
Grade 12	\$ 30.93	177.10%	30.0%	\$ 95.00
Grade 13	\$ 32.56	177.10%	30.0%	\$ 100.00
Grade 14	\$ 34.19	177.10%	30.0%	\$ 105.00
Grade 15	\$ 35.82	177.10%	30.0%	\$ 110.00
Grade 16	\$ 37.45	177.10%	30.0%	\$ 115.00
Grade 17	\$ 39.08	177.10%	30.0%	\$ 120.00
Grade 18	\$ 40.70	177.10%	30.0%	\$ 125.00
Grade 19	\$ 42.33	177.10%	30.0%	\$ 130.00
Grade 20	\$ 43.96	177.10%	30.0%	\$ 135.00
Grade 21	\$ 45.59	177.10%	30.0%	\$ 140.00
Grade 22	\$ 47.22	177.10%	30.0%	\$ 145.00
Grade 23	\$ 48.84	177.10%	30.0%	\$ 150.00
Grade 24	\$ 50.47	177.10%	30.0%	\$ 155.00
Grade 25	\$ 52.10	177.10%	30.0%	\$ 160.00
Grade 26	\$ 53.73	177.10%	30.0%	\$ 165.00
Grade 27	\$ 55.36	177.10%	30.0%	\$ 170.00
Grade 28	\$ 56.98	177.10%	30.0%	\$ 175.00
Grade 29	\$ 58.61	177.10%	30.0%	\$ 180.00
Grade 30	\$ 60.24	177.10%	30.0%	\$ 185.00
Grade 31	\$ 61.87	177.10%	30.0%	\$ 190.00
Grade 32	\$ 63.50	177.10%	30.0%	\$ 195.00
Grade 33	\$ 65.13	177.10%	30.0%	\$ 200.00
Grade 34	\$ 66.75	177.10%	30.0%	\$ 205.00
Grade 35	\$ 68.38	177.10%	30.0%	\$ 210.00
Grade 36	\$ 70.01	177.10%	30.0%	\$ 215.00
Grade 37	\$ 71.64	177.10%	30.0%	\$ 220.00
Grade 38	\$ 73.27	177.10%	30.0%	\$ 225.00
Grade 39	\$ 74.89	177.10%	30.0%	\$ 230.00
Grade 40	\$ 76.52	177.10%	30.0%	\$ 235.00

\*calculated using direct salary only

DKS ASSOCIATES

SCHEDULE OF DIRECT LABOR, BURDEN, FRINGE BENEFITS, AND OVERHEAD COSTS

AS REISSUED

FISCAL YEAR ENDED APRIL 30, 2013

Cost Elements	Proposed	Audit Adjustments	Footnote	Audited	BFO Rates
Direct labor	\$ 4,872,708	\$ 50,060	4i	\$ 4,922,768	
Burden and fringe benefits:					
Payroll taxes - FICA/Medicare	\$ 625,073	\$ -		\$ 625,073	12.70 %
Payroll taxes - disability	21,199	-		21,199	0.43
Payroll taxes - unemployment	82,031	-		82,031	1.67
Insurance- hospitalization	690,699	-		690,699	14.03
Insurance - group life	17,602	(14,364)	4i	3,238	0.07
Insurance - dental	108,779	-		108,779	2.21
Insurance - workers' compensation	42,947	-		42,947	0.87
Paid leave - vacation	465,580	-		465,580	9.46
Paid leave - holiday	219,211	-		219,211	4.45
Paid leave - sick	171,126	-		171,126	3.48
Profit sharing plan	39,821	-		39,821	0.81
ESOP expense	305,298	-		305,298	6.20
Flexible spending / Commuter checks	53,920	-		53,920	1.10
Total burden and fringe benefits	2,843,286	(14,364)		2,828,922	57.47
Overhead:					
Indirect labor	3,279,248	(255,196)	4a,4g,4h, 4i	3,024,052	61.43
Office rent	821,543	-		821,543	16.69
Business insurance	307,203	-		307,203	6.24
Auto and travel	240,241	(93,751)	4j, 4m	146,490	2.98
Depreciation	314,140	-		314,140	6.38
Equipment rental and maintenance	187,495	-		187,495	3.81
Bad debt expense	103,500	(103,500)	4b	-	-
Telephone	128,130	-		128,130	2.60
Office supplies and services	285,669	(35,212)	4e	250,457	5.09
Consultants	172,566	-		172,566	3.51
Legal and accounting	257,595	(5,619)	4k	251,976	5.12
Dues, training and publications	117,830	(19,454)	4d	98,376	2.00
Business taxes and licenses	162,535	(632)	4f	161,903	3.29
Recruiting costs	13,269	-		13,269	0.27
Contributions	13,957	(13,957)	4c	-	-
Total overhead	6,404,921	(527,321)		5,877,600	119.39
Total burden, fringe benefits and overhead	\$ 9,248,207	\$ (541,685)		\$ 8,706,522	176.86 %

See accompanying notes to the schedule.



April 2, 2014

TO: Erik Jonson, WSDOT Contracts Administrator  
MS 47323

FROM: Martha Roach, Agreement Compliance Audit Manager **MR**

SUBJECT: DKS Associates Indirect Cost Rate correction for  
fiscal year end April 30, 2013  
**Corrected Memo**

The Oregon Department of Transportation (ODOT) has concluded their cognizant review of DKS Associates for the above referenced fiscal year. ODOT is the Cognizant State for DKS Associates. As such ODOT has performed its cognizant review and accepted the audit performed by OUM & Co, LLP. ODOT provided us a copy of the acceptance letter along with the CPA audit report.

Based ODOT's acceptance of the revised Indirect Cost Rate for DKS Associates, we are issuing this letter establishing the DKS Associates Indirect Cost Rate for the fiscal year ending April 30, 2013 at 177.10% of direct labor (rate includes .24% Facilities Cost of Capital).

Costs billed to agreements will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement.

If you have any questions, feel free to call me at (360) 705-7006 or via email at [roachma@wsdot.wa.gov](mailto:roachma@wsdot.wa.gov)

Attachment

cc: Steve McKerney  
File



# Exhibit G-1

## Subconsultant Fee Determination Summary Sheet

Project: NW 38th Avenue Phase 2  
 Subconsultant: Apex Companies

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>			<u>Rate</u>	=	<u>Cost</u>
		<u>Total</u>				
Principal	10	10	X	\$71.22	=	\$712
Senior Project	32	32	X	\$39.00	=	\$1,248
Admin Assistant	4	4	X	\$19.75	=	\$79
			X		=	\$0
			X		=	\$0
				<b>Total DSC</b>	<b>=</b>	<b><u>\$2,039</u></b>

Overhead (OH Cost -- Including Salary Additives):

OH Rate x DSC of 144.08% X \$2,039 = \$2,938

Fixed Fee (FF)

FF Rate x DSC of 30% X \$2,039 = \$612

Reimbursables:

mileage

Mileage	\$	224				
Copies	\$	35				
Misc.	\$	20				
				<b>Total Reimbursables</b>	<b>=</b>	<b><u>\$279</u></b>

Grand Total

\$5,868

Prepared By: Stu Albright

Date: April 30, 2014

**Exhibit G-2**  
**Consultant Fee Determination - Summary Sheet**  
**(Specific Rates of Pay)**  
**Fee Schedule**  
**Apex Companies, LLC Oregon**

Discipline or Job Title	Hourly DSC	Overhead @ 144.08%	Profit @30% of DSC	Rate
PRINCIPAL	\$71.22	\$102.61	\$21.37	\$195.20
SENIOR ASSOCIATE	\$54.35	\$78.31	\$16.31	\$148.96
ASSOCIATE	\$46.53	\$67.04	\$13.96	\$127.53
SENIOR PROJECT	\$39.00	\$56.19	\$11.70	\$106.89
PROJECT	\$32.13	\$46.29	\$9.64	\$88.06
SR STAFF	\$27.98	\$40.31	\$8.39	\$76.69
STAFF SCIENTIST	\$22.64	\$32.62	\$6.79	\$62.05
DRAFTER	\$31.02	\$44.69	\$9.31	\$85.02
ADMINISTRATIVE ASSISTANT	\$19.75	\$28.46	\$5.93	\$54.13

**Apex Companies, LLC**

Cost Detail

Dec-12	<u>DIRECT COSTS</u>	<u>OVERHEAD COSTS</u>	<u>G &amp; A COSTS</u>	<u>TOTAL</u>
<b>Direct Costs</b>				
DIRECT LABOR	12,595,648			12,595,648
DIRECT MATERIALS	3,138,172			3,138,172
DIRECT SUBCONTRACTOR	32,110,540			32,110,540
DIRECT OTHER	8,364,502			8,364,502
DIRECT ACCRUED TRAILING	(519,344)			(519,344)
<b>Total Direct Costs</b>	<b>55,689,518</b>			<b>55,689,518</b>
<b>Bids &amp; Proposals, R &amp; D Costs</b>				
B&P LABOR	1,266,326			1,266,326
B&P ODC'S	584			584
<b>Total Bids &amp; Proposals Costs</b>	<b>1,266,910</b>			<b>1,266,910</b>
<b>Fringe Benefits</b>				
401K MATCH		154,373	44,155	198,528
EMPLOYEE BENEFITS		229,936	62,062	291,998
EMPLOYEE INSURANCE		1,264,670	218,088	1,482,758
FEDERAL UNEMPLOYMENT		20,376	6,843	27,219
FICA - EMPLOYER		1,446,207	272,427	1,718,635
HOLIDAY LEAVE		605,757	137,874	743,632
STATE UNEMPLOYMENT		198,172	38,624	236,795
VACATION/SICK LEAVE		1,257,082	317,799	1,574,881
<b>Total Fringe Benefits</b>		<b>5,176,574</b>	<b>1,097,872</b>	<b>6,274,446</b>
<b>Overhead</b>				
ADVERTISING - EMPLOYMENT		450	-	450
BANK CHARGES		359	26,994	27,353
BUSINESS MEALS		50,415	26,025	76,440
DEPRECIATION		337,286	262,081	599,367
DUES & SUBSCRIPTIONS		66,617	14,079	80,696
EMPLOYEE RELOCATION		7,793	-	7,793
EQUIPMENT MAINTENANCE		83,779	28,433	112,212
EQUIPMENT RENTAL		55,250	330	55,580
FIELD SUPPLIES		139,523	7,737	147,260
HEALTH & SAFETY SCREENING		145,765	1,446	147,211
INCENTIVES-SPOT AWARD		56,076	1,050	57,126
INDIRECT LABOR		3,042,125	3,022,902	6,065,028
INDIRECT MARKETING LABOR		1,202,926	682,341	1,885,267
INSURANCE-W/C,GEN,PROF& POL,LB		500,739	46,068	546,808
INTERDIVISIONAL LABOR TRANSPR		171,454	(254,202)	(82,748)
LEGAL & ACCOUNTING		17,296	265,703	282,998
MANAGEMENT FEES				-
MANAGEMENT INCENTIVE		701,633	300,000	1,001,633
MARKETING COMPENSATION		7,873	2,185	10,058
OFFICE SUPPLIES		230,053	62,269	292,322
OTHER COMPENSATION			0	0
OTHER TAX EXPENSE		58,728	25,656	84,383
POSTAGE & DELIVERY		131,228	9,900	141,129
PROFESSIONAL FEES		14,480	7,010	21,490
PROPERTY TAX EXPENSE		34,342	6,142	40,484
RECRUITING		81,231	18,035	99,265
RENT		1,252,509	188,057	1,440,566
TELEPHONE-Local, Long Dist., Mobile		362,512	37,779	400,291
TEMPORARY LABOR		57,917	-	57,917
TRAVEL		284,661	156,770	441,432
UTILITIES		177,180	3,390	180,570
<b>Total Overhead Costs</b>		<b>9,272,200</b>	<b>4,948,180</b>	<b>14,220,380</b>
<b>Total Costs</b>	<b>56,956,428</b>	<b>14,448,774</b>	<b>6,046,052</b>	<b>77,451,254</b>

Cost	Expenses	Overhead %
B&P Costs	1,266,910	
Fring Benefits	6,274,446	
Overheads	14,220,380	
<b>Total Overhead</b>	<b>18,147,349</b>	
		144.08%
Direct Labor	12,595,648	

Labor Multiplier:

Direct Payroll	1.0000
Overhead Portion	1.4408
Profit Portion - to be negotiated	
<b>Total Labor Multiplier</b>	<b>2.4408</b>



**OVERHEAD RATE**



Apex Companies, LLC - 000231

Qualifications Package

Type: Limited Liability Company

DBE Type: SBE:

Fiscal Year End: 12/31/2012

Status: Approved

Report Submitted: 06/28/2013

Expiration: 06/30/2014

Premium Pay: No

Dual Overhead: No

Audited: Yes

Overhead: 144.080%

Overtime: 50.00%

Hazardous: 20.00%

**Comments:** Attached is Apex Companies, LLC's overhead rates. Apex will also send a cover letter with attachments, as well as the Executive Compensation Worksheet which is not included in the online document. If you have any questions, please contact Christy Jackson at 301-417-0200 x316. Thank you.

Attachments: [2012 Overhead quals.pdf](#)

**Workflow**

Status	Name	Disposition	Date/Time
Draft	Christy M Jackson/PennDOT BP-000231	Submit	06/28/2013 04:44:06 PM
Pending	Thomas O Miller/PennDOT	Approve	07/12/2013 07:45:34 PM

*This rate is subject to audit verification by the Department. Our acceptance of this overhead rate does not extend beyond contracts with the Pennsylvania Department of Transportation. Any other entity contracting with your firm is responsible for determining the acceptability of your overhead statement. Proposals for new agreements that are Federally-funded should use the above stated rate. If you are party to an agreement that requires you to develop a FAR rate and to submit a request for a supplement to adjust the Agreement amount, please make your supplemental agreement request through the appropriate Department Project Manager, using the above stated rate. The terms and conditions of all existing Agreements remain in full force and effect. An overhead rate for billing purposes must be developed accordingly.*

**Audit Information**

Created By	Created On	Modified By	Modified On
Christy M Jackson/PennDOT BP-000231	06/28/2013 04:44:07 PM	Thomas O Miller/PennDOT	07/12/2013 07:45:34 PM

You are currently logged in as Christy M. Jackson.



I, Jennifer Gorsuch, hereby certify that these bid tabulations are correct.  
 Jennifer Gorsuch, Deputy City Clerk Date 5/13/2014

PROJECT NO. S-565 DESCRIPTION: NW 38th Avenue Roadway Improvements, Phase 2 DATE OF BID OPENING: May 13 2014 at 10:00am		Em. By RLS		Engineer's Estimate \$2,149,956.01	Notes Corporation 7211 NE 43rd Ave. Vancouver, WA 98681 360.235.2036	McDermott Excavating Inc. 2710 Main St. Vancouver, WA 98681 360.235.8784	Thompson Bros. Excavating Inc. 18211 NE Fourth Pl. R. Vancouver, WA 98682 360.234.7654	Truskey, Inc. 8710 NE 82nd Ave. Portland, OR 97220 503.334.3100	Goodfellow Bros., Inc. 1515 NE Ambassador Place, Ste. E Portland, OR 97220 503.256.4114						
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
<b>Schedule A - Road Construction</b>															
A1	Workstation	LS	1	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00
A2	Highway Surveying	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
A3	SPC Plan	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
A4	Traffic Control Supervisor	LS	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
A5	Flaggers and Section	LS	2,100	\$48.00	\$100,800.00	\$48.00	\$100,800.00	\$48.00	\$100,800.00	\$48.00	\$100,800.00	\$48.00	\$100,800.00	\$48.00	\$100,800.00
A6	Other Traffic Control	LS	200	\$45.00	\$9,000.00	\$45.00	\$9,000.00	\$45.00	\$9,000.00	\$45.00	\$9,000.00	\$45.00	\$9,000.00	\$45.00	\$9,000.00
A7	Construction Sign Class A	LS	1,200	\$20.00	\$24,000.00	\$20.00	\$24,000.00	\$20.00	\$24,000.00	\$20.00	\$24,000.00	\$20.00	\$24,000.00	\$20.00	\$24,000.00
A8	Portable Change Message Sign	LS	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
A9	Other Temporary Traffic Control	LS	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
A10	Shoring and Cribbing	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
A11	Removal of Structures and Obstructions	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
A12	Highway Excavation incl. haul	CV	3,000.00	\$10.00	\$30,000.00	\$10.00	\$30,000.00	\$10.00	\$30,000.00	\$10.00	\$30,000.00	\$10.00	\$30,000.00	\$10.00	\$30,000.00
A13	Excavation Foundation Excavation incl. haul	CV	1,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00
A14	General Excavation incl. haul	CV	1,100.00	\$15.00	\$16,500.00	\$15.00	\$16,500.00	\$15.00	\$16,500.00	\$15.00	\$16,500.00	\$15.00	\$16,500.00	\$15.00	\$16,500.00
A15	Backfill Excavation incl. haul	CV	1,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00
A16	Chamber Excavation incl. haul	CV	1,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00
A17	Stormwater Facility Excavation incl. haul	CV	1,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00
A18	Construction Gravel for Substation	SY	2,000.00	\$2.00	\$4,000.00	\$2.00	\$4,000.00	\$2.00	\$4,000.00	\$2.00	\$4,000.00	\$2.00	\$4,000.00	\$2.00	\$4,000.00
A19	Gravel Substation Base Course	TON	1,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00
A20	1/2" Place Concrete Aggregate Base	SY	6,400.00	\$3.00	\$19,200.00	\$3.00	\$19,200.00	\$3.00	\$19,200.00	\$3.00	\$19,200.00	\$3.00	\$19,200.00	\$3.00	\$19,200.00
A21	1/4" Place Concrete	TON	1,633.00	\$12.00	\$19,596.00	\$12.00	\$19,596.00	\$12.00	\$19,596.00	\$12.00	\$19,596.00	\$12.00	\$19,596.00	\$12.00	\$19,596.00
A22	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A23	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A24	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A25	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A26	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A27	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A28	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A29	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A30	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A31	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A32	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A33	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A34	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A35	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A36	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A37	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A38	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A39	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A40	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A41	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A42	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A43	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A44	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A45	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A46	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A47	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A48	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A49	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A50	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A51	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A52	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A53	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A54	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A55	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A56	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A57	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00	\$15.00	\$60,000.00
A58	Formwork for Retention Walls	TON	4,000.00	\$15.00	\$60,000.00										





I, Jennifer Gorsuch, hereby certify that these bid tabulations are correct.  
 Jennifer Gorsuch, Deputy City Clerk Date 5/13/2014

PROJECT NO. S-590				Engineer's Estimate: \$110,168.00		Michael Green Construction, Inc. PO Box 142 Washougal, WA 98671 360.518.1476		Haag & Shaw, Inc. 636 SE 3rd Ave. Camas, WA 98607 360.834.2514		Keystone Contracting, Inc. 417 NW 209th St Ridgefield, WA 98642 360.887.0868		Schmid & Sons, Inc. PO Box 799 Camas, WA 98607 360.835.3376	
DESCRIPTION: NW Lake Road Half Street Improvements				Ent. By RLS									
DATE OF BID OPENING: May 13, 2014, at 2:00PM													
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
<b>Schedule A - Road Construction</b>													
A1	Construction Staking, Complete	LS	1.0	\$3,500.00	\$3,500.00	\$2,900.00	\$2,900.00	\$4,400.00	\$4,400.00	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00
A2	Archeological Standby Time	HOURL	5.0	\$450.00	\$2,250.00	\$135.00	\$675.00	\$495.00	\$2,475.00	\$200.00	\$1,000.00	\$90.00	\$450.00
A3	Mobilization	LS	1.0	\$6,050.00	\$6,050.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00
A4	Flaggers and Spotters	HOURL	160.0	\$52.00	\$8,320.00	\$43.60	\$6,976.00	\$58.00	\$8,000.00	\$45.00	\$7,200.00	\$64.00	\$10,240.00
A5	Project Temporary Traffic Control	LS	1.0	\$2,680.00	\$2,680.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,750.00	\$2,750.00
A6	Cleaning and Grubbing	LS	1.0	\$8,250.00	\$8,250.00	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00	\$8,000.00	\$8,000.00	\$9,000.00	\$9,000.00
A7	Removal of Structures and Obstructions	LS	1.0	\$2,000.00	\$2,000.00	\$8,120.00	\$8,120.00	\$1,920.00	\$1,920.00	\$13,000.00	\$13,000.00	\$4,000.00	\$4,000.00
A8	Roadway Excavation Including Haul, Subgrade Preparation, Scarification, Watering and Compaction	CY	555.0	\$45.00	\$24,975.00	\$17.86	\$9,912.30	\$59.80	\$33,189.00	\$35.00	\$19,425.00	\$39.00	\$21,645.00
A9	Crushed Surfacing Top Course, Incl. Haul and Watering	CY	45.00	\$55.00	\$2,475.00	\$42.00	\$1,890.00	\$32.00	\$1,440.00	\$60.00	\$2,700.00	\$75.00	\$3,375.00
A10	Crushed Surfacing Base Course, Incl. Haul and Watering	CY	181.0	\$55.00	\$9,955.00	\$42.00	\$7,602.00	\$32.00	\$5,792.00	\$45.00	\$8,145.00	\$50.00	\$9,050.00
A11	Construction Geotextile for Soil Separation	SY	820.0	\$2.00	\$1,640.00	\$1.34	\$1,098.80	\$1.34	\$1,098.80	\$4.00	\$3,280.00	\$1.20	\$984.00
A12	22	TON	145.0	\$110.00	\$15,950.00	\$97.44	\$14,128.80	\$125.00	\$18,125.00	\$100.00	\$14,500.00	\$96.00	\$13,920.00
A13	Irrigation Repair	LS	1.0	\$3,005.00	\$3,005.00	\$2,480.00	\$2,480.00	\$1,550.00	\$1,550.00	\$1,000.00	\$1,000.00	\$3,250.00	\$3,250.00
A14	Landscaping Restoration	LS	1.0	\$0.00	\$0.00	\$5,400.00	\$5,400.00	\$1,550.00	\$1,550.00	\$1,500.00	\$1,500.00	\$3,650.00	\$3,650.00
A15	Permanent Seeding	SF	7,000.0	\$0.35	\$2,450.00	\$0.60	\$4,200.00	\$0.15	\$1,050.00	\$0.10	\$700.00	\$0.58	\$4,060.00
A16	Ditch Inlet Catch Basin	EA	1.0	\$3,500.00	\$3,500.00	\$2,165.00	\$2,165.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
A17	Adjust Existing Structure to Grade	EA	7.0	\$300.00	\$2,100.00	\$180.00	\$1,260.00	\$260.00	\$1,820.00	\$200.00	\$1,400.00	\$325.00	\$2,275.00
A18	Temporary Water Pollution / Erosion Control Silt Prevention, Control and	LS	1.0	\$2,500.00	\$2,500.00	\$5,359.00	\$5,359.00	\$2,700.00	\$2,700.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
A19	Countermeasures Plan	LS	1.0	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$350.00	\$350.00	\$300.00	\$300.00	\$500.00	\$500.00
A20	Permanent Signage, Complete	LS	1.0	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$1,080.00	\$1,080.00	\$300.00	\$300.00	\$1,000.00	\$1,000.00
<b>Total Schedule A (Non-Taxable Items)</b>				<b>\$108,000.00</b>		<b>\$94,166.90</b>		<b>\$99,039.80</b>		<b>\$102,150.00</b>		<b>\$104,949.00</b>	

<b>Schedule C - Water /Sewer Items (taxable)</b>													
B1	Fire Hydrant Relocation	LS	1.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	\$1,600.00	\$1,600.00
<b>Schedule C Subtotal (Taxable Items)</b>				<b>\$2,000.00</b>		<b>\$2,000.00</b>		<b>\$4,500.00</b>		<b>\$3,000.00</b>		<b>\$1,600.00</b>	
<b>Washington State Sales Tax (8.4%)</b>				<b>\$168.00</b>		<b>\$168.00</b>		<b>\$378.00</b>		<b>\$252.00</b>		<b>\$134.40</b>	
<b>Schedule C Total (Taxable Items)</b>				<b>\$2,168.00</b>		<b>\$2,168.00</b>		<b>\$4,878.00</b>		<b>\$3,252.00</b>		<b>\$1,734.40</b>	
<b>CONSTRUCTION TOTAL (SCH. A + SCH. B)</b>				<b>\$110,168.00</b>		<b>\$96,334.90</b>		<b>\$103,917.80</b>		<b>\$105,402.00</b>		<b>\$106,683.40</b>	

Non-Responsive Bid  
 Bidder did not submit the following:  
 Bid Bond Acknowledgement form  
 E-Verify MOU from Homeland Security

CITY OF CAMAS  
 PROJECT NO. WS-709D  
 Water Transmission Main Project

PAY ESTIMATE: FOUR  
 PAY PERIOD: 4/2/14 Through 5/6/14  
 ORIGINAL CONTRACT AMOUNT \$2,311,765.37

Rotschy, Inc.  
 9210 NE 62nd Avenue  
 Vancouver, WA 98665  
 (360) 334-3101

Schedule A - Rural Clark County Work

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
1	Contractor Construction Survey/Staking	LS	1.00	\$8,000.00	\$8,000.00	1.00	\$8,000.00	0.00	\$0.00	1.00	\$8,000.00
2	Mobilization	LS	1.00	\$141,490.68	\$141,490.68	1.00	\$141,490.68	0.00	\$0.00	1.00	\$141,490.68
3	Project Temporary Traffic Control (STA 5+97 to STA 50+00)	LS	0.89	\$15,000.00	\$13,350.00	0.53	\$7,950.00	0.36	\$5,400.00	0.89	\$13,350.00
4	Project Temporary Traffic Control (STA 50+00 to STA 166+18 and STA 900+00 to STA 516+10)	LS	1.00	\$40,000.00	\$40,000.00	0.90	\$36,000.00	0.10	\$4,000.00	1.00	\$40,000.00
5	HIMA CL. 1/2' FG 64-22	TN	2,071.00	\$77.00	\$159,467.00	0.00	\$0.00	2,344.37	\$180,516.49	2344.37	\$180,516.49
6	Planning Bituminous Pavement	SY	14,077.00	\$1.50	\$22,015.50	0.00	\$0.00	7,729.00	\$11,593.50	7729.00	\$11,593.50
7	Pitgging Existing Pipe	EA	1.00	\$200.00	\$200.00	4.00	\$800.00	1.00	\$200.00	5.00	\$1,000.00
9	Connection to Existing 6 in. Dia. Pipe at STA 35+45	EA	1.00	\$2,250.00	\$2,250.00	1.00	\$2,250.00	0.00	\$0.00	1.00	\$2,250.00
10	Connection to Existing 8 in. Dia. Pipe at STA 50+00	EA	1.00	\$2,100.00	\$2,100.00	0.00	\$0.00	1.00	\$2,100.00	1.00	\$2,100.00
11	Connection to Existing 10 in. Dia. Pipe at STA 166+18	EA	1.00	\$21,400.00	\$21,400.00	0.00	\$0.00	1.00	\$21,400.00	1.00	\$21,400.00
12	Connection to Existing 8 in. Dia. Pipe at STA 516+10	EA	1.00	\$1,750.00	\$1,750.00	1.00	\$1,750.00	0.00	\$0.00	1.00	\$1,750.00
13	Restrained Ductile Iron Pipe for Water Main 12 in. Dia. (CL 52)	LF	14,404.00	\$75.00	\$1,080,300.00	13,052.00	\$978,900.00	1,328.00	\$99,600.00	14380.00	\$1,078,500.00
14	Restrained Ductile Iron Pipe for Water Main 18 in. Dia. (CL 52)	LF	2,877.00	\$110.00	\$316,470.00	2,830.00	\$311,300.00	32.00	\$3,520.00	2862.00	\$314,820.00
15	PVC Pipe Casing for Water Main, 20 in. Dia. STA 138+25 to STA 139+01	EA	1.00	\$9,500.00	\$9,500.00	1.00	\$9,500.00	0.00	\$0.00	1.00	\$9,500.00
16	Control Density Fill and Trench Plating	LF	185.00	\$50.00	\$9,250.00	182.00	\$9,100.00	0.00	\$0.00	182.00	\$9,100.00
17	Removal and Replacement of Unsuitable Material	CY	150.00	\$20.00	\$3,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
18	Extra Trench Excavation	CY	150.00	\$10.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
19	Trench Safety System (\$1/LF Minimum Bid)	LF	17,745.00	\$1.00	\$17,745.00	15,882.00	\$15,882.00	1,863.00	\$1,863.00	17745.00	\$17,745.00
20	Gate Valve, 6 in.	EA	1.00	\$600.00	\$600.00	0.00	\$0.00	1.00	\$600.00	1.00	\$600.00
21	Gate Valve, 8 in.	EA	2.00	\$850.00	\$1,700.00	0.00	\$0.00	2.00	\$1,700.00	2.00	\$1,700.00
22	Butterfly Valve, 12 in.	EA	28.00	\$1,520.00	\$42,560.00	24.00	\$36,480.00	6.00	\$9,120.00	30.00	\$45,600.00
23	Butterfly Valve, 18 in.	EA	6.00	\$3,185.00	\$19,110.00	6.00	\$19,110.00	0.00	\$0.00	6.00	\$19,110.00
24	Comb. Air Release/Air Vacuum Valve Assembly, 2 in.	EA	6.00	\$3,695.00	\$22,170.00	6.00	\$22,170.00	1.00	\$3,695.00	7.00	\$25,865.00
25	PRV Station	EA	1.00	\$47,200.00	\$47,200.00	1.00	\$47,200.00	0.00	\$0.00	1.00	\$47,200.00
26	Hydrant Assembly	EA	7.00	\$4,150.00	\$29,050.00	6.00	\$24,900.00	1.00	\$4,150.00	7.00	\$29,050.00
27	Service Connection 1 in. Dia.	EA	7.00	\$1,150.00	\$8,050.00	9.00	\$10,350.00	5.00	\$5,750.00	14.00	\$16,100.00
28	Replacement Service Connection 1 in. Dia.	EA	5.00	\$635.00	\$3,175.00	2.00	\$1,270.00	2.00	\$1,270.00	4.00	\$2,540.00
29	Replacement Service Connection 2 in. Dia.	EA	1.00	\$1,585.00	\$1,585.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
30	Replacement Service Connection 8 in. Dia.	EA	1.00	\$1,875.00	\$1,875.00	0.00	\$0.00	1.00	\$1,875.00	1.00	\$1,875.00
31	Erosion Control and Water Pollution Control	LS	1.00	\$24,500.00	\$24,500.00	0.87	\$21,315.00	0.13	\$3,185.00	1.00	\$24,500.00
32	Paint Line, 4 in.	LF	17,410.00	\$0.17	\$2,959.70	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
33	Plastic Stop Line	LF	15.00	\$11.50	\$172.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
34	Temporary Pavement Marking	LF	17,410.00	\$0.05	\$870.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
35	Removing Temporary Pavement Marking	LF	17,410.00	\$0.05	\$870.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
36	Project Documentation (\$20,000 Minimum Bid)	LS	1.00	\$20,000.00	\$20,000.00	0.55	\$11,000.00	0.00	\$0.00	0.55	\$11,000.00

SUBTOTAL: \$2,076,236.38 \$1,716,717.68 \$361,537.99 \$2,078,255.67  
 Sales Tax (7.7%): \$159,870.20 \$132,187.26 \$27,838.43 \$160,025.69  
 Total: \$2,236,106.58 \$1,848,904.94 \$389,376.42 \$2,238,281.36

CITY OF CAMAS PROJECT NO. WS-709D Water Transmission Main Project	PAY ESTIMATE: FOUR PAY PERIOD: 4/2/14 Through 5/6/14  ORIGINAL CONTRACT AMOUNT \$2,311,765.37	Rotschy, Inc. 9210 NE 62nd Avenue Vancouver, WA 98665 (360) 334-3101
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Schedule B - Camas City Limits Work *											
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
3	Project Temporary Traffic Control (STA 5+97 to STA 50+00)	LS	0.11	\$15,000.00	\$1,650.00	0.00	\$900.00	0.05	\$750.00	0.11	\$1,650.00
5	HMA CL 1/2" PG 64-22	TN	107.00	\$77.00	\$8,239.00	0.00	\$0.00	107.00	\$8,239.00	107.00	\$8,239.00
6	Planing Bituminous Pavement	SY	531.00	\$1.50	\$796.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
8	Connection to Existing 10 In. Dia. Pipe at STA 5+97	EA	1.00	\$1,425.00	\$1,425.00	0.00	\$0.00	1.00	\$1,425.00	1.00	\$1,425.00
13	Restrained Ductile Iron Pipe for Water Main 12 In. Dia. (CL 52)	LF	488.00	\$75.00	\$36,600.00	471.00	\$35,325.00	17.00	\$1,275.00	488.00	\$36,600.00
19	Trench Safety System (S1/LF Minimum Bid)	LF	488.00	\$1.00	\$488.00	471.00	\$471.00	17.00	\$17.00	488.00	\$488.00
22	Butterfly Valve, 12 In.	EA	2.00	\$1,520.00	\$3,040.00	2.00	\$3,040.00	0.00	\$0.00	2.00	\$3,040.00
26	Hydrant Assembly	EA	1.00	\$4,150.00	\$4,150.00	1.00	\$4,150.00	0.00	\$0.00	1.00	\$4,150.00
32	Paint Line, 4 In.	LF	0.00	\$0.17	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
SUBTOTAL:					\$56,388.50		\$43,886.00		\$11,706.00		\$55,592.00
Sales Tax (8.4%):					\$4,736.63		\$3,686.42		\$983.30		\$4,669.73
Total:					\$61,125.13		\$47,572.42		\$12,689.30		\$60,261.73

Change Order #1											
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
1	Upsize PRV Station to 8"x8" & Duct for Screenings (Items 1A & 1B)	LS	1.00	\$10,241.10	\$10,241.10	1.00	\$10,241.10	0.00	\$0.00	1.00	\$10,241.10
					\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
SUBTOTAL:					\$10,241.10		\$10,241.10		\$0.00		\$10,241.10
Sales Tax (7.7%):					\$788.56		\$788.56		\$0.00		\$788.56
Total:					\$11,029.66		\$11,029.66		\$0.00		\$11,029.66

Change Order #2											
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
1	Pulverize Roadway	SY	12,316.00	\$0.78	\$9,606.48	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
2	Grade and Compact Pulverized Road	SY	12,316.00	\$0.60	\$7,389.60	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
3	Chip Seal (Two Layers)	SY	13,791.00	\$6.96	\$95,985.36	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
4	Chip Seal Approach at NE 14th Street	LS	1.00	\$1,076.00	\$1,076.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
5	6 inch Ductile Iron Pipe for Hydrants (Clark County)	LF	120.00	\$60.81	\$7,297.20	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
6	6 inch Ductile Iron Pipe for Hydrants (City of Camas)	LF	6.00	\$60.81	\$364.86	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
7	12 inch N-12 Culvert Pipe	LF	50.00	\$40.86	\$2,043.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Clark County SUBTOTAL:					\$123,397.64		\$0.00		\$0.00		\$0.00
City of Camas SUBTOTAL:					\$364.86		\$0.00		\$0.00		\$0.00
Clark County Sales Tax (7.7%):					\$9,501.62		\$0.00		\$0.00		\$0.00
City of Camas Sales Tax (8.4%):					\$30.65		\$0.00		\$0.00		\$0.00
Total:					\$133,294.77		\$0.00		\$0.00		\$0.00

CITY OF CAMAS PROJECT NO. WS-709D Water Transmission Main Project	PAY ESTIMATE: FOUR PAY PERIOD: 4/2/14 Through 5/6/14  ORIGINAL CONTRACT AMOUNT: \$2,311,765.37	Rotschy, Inc. 9210 NE 62nd Avenue Vancouver, WA 98665 (360) 334-3101
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	CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
ORIGINAL CONTRACT TOTAL (Sched. A + B)	\$2,132,624.88	\$1,760,603.68	\$373,243.99	\$2,133,847.67
ADDITIONS / DELETIONS	\$134,003.60	\$10,241.10	\$0.00	\$10,241.10
SUBTOTAL	\$2,266,628.48	\$1,770,844.78	\$373,243.99	\$2,144,088.77
SALES TAX (7.7%)	\$160,689.41	\$132,975.83	\$27,838.43	\$160,814.25
SALES TAX (8.4%)	\$4,736.63	\$3,686.42	\$983.30	\$4,669.73
TOTAL CONTRACT	\$2,432,054.53	\$1,907,507.03	\$402,065.72	\$2,309,572.75
LESS 5% RETAINAGE		(\$88,542.24)	(\$18,662.20)	(\$107,204.44)
TOTAL LESS RETAINAGE		\$1,818,964.79	\$383,403.52	\$2,202,368.31

Note: Bid items split into Schedule A & B to accommodate different tax rates based on location of work.  
 \* Schedule B work is from station 5+97 to 10+85 (488 lineal feet)

ACCT. NUMBER: 424.00.594.340.65

THIS PAY EST: \$383,403.52

F.I.

St. D. [Signature] 5/13/14  
 Project Engineer Date

[Signature] 5/13/14  
 Contractor Date

[Signature] 5/13/2014  
 Project Manager Date

INTERLOCAL AGREEMENT  
FOR  
EARLY LEARNING PUBLIC LIBRARIES PARTNERSHIP

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014 for Agreement year 2014, by and among the public libraries listed in Exhibit A hereto (collectively, the “Initial Parties,” and, together with all other Washington public libraries made parties hereto by supplement, the “Parties” and each a “Party”). This Agreement is made pursuant to chapter 39.34 RCW (the “Interlocal Cooperation Act”), and has been authorized by the governing body of each Party. Each of the Parties is a “public agency” as defined in the Interlocal Cooperation Act.

RECITALS

WHEREAS, the Parties desire to work together in furtherance of their common interest in the promotion and provision of early learning services; and

WHEREAS, in furtherance of such goal, the Parties intend to obtain and acquire early learning advocacy services; and

WHEREAS, this Agreement may be supplemented from time to time to admit as Parties other Washington public libraries that share the interests of the Initial Parties; and

WHEREAS, the Interlocal Cooperation Act authorizes public agencies to undertake collectively any actions that such public agencies are authorized to undertake alone;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Purposes. The Parties shall work jointly and cooperatively:
  - a. To obtain early learning advocacy services in furtherance of the following common goals:
    - i. To establish Washington State public libraries in general, and the Parties in particular, as recognized and important providers of early learning services;
    - ii. To leverage funding for public library early learning services in public and tribal libraries;
    - iii. To develop strategic partnerships and collaborations with organizations such as Thrive by Five and the Department of Early Learning;

- iv. To galvanize the library community around early learning and enhance visibility;
  - v. To represent public libraries with the legislature and other governmental entities, as appropriate; and
  - vi. To facilitate creating a public library agenda for early learning funding; and
- b. To acquire such early learning advocacy services by contract with one or more qualified persons or organizations; and
  - c. To undertake other activities in furtherance of the promotion and provision of early learning services.
2. Joint Board. There is hereby created the Early Learning Public Library Partnership Joint Board (the “Board”), which shall be responsible for administering the purposes described above. The Board shall be composed of one voting member designated by and representing each Party. The Board shall meet as often as it deems necessary.

The Board shall have the following powers:

- a. To adopt bylaws concerning the operation of the Board, which bylaws may include, to the extent desirable and without limitation, provisions (i) establishing the Board chair and other Board officers and delineating their powers and the manner by which they are selected; (ii) establishing a steering committee and delineating its powers; and (iii) establishing the manner of calling, holding and conducting Board meetings, and related procedures regarding notice, attendance, quorums and voting;
- b. To establish and adopt a budget for the costs of implementing this Agreement, and to amend the same from time to time as necessary;
- c. To review and approve budget expenditures;
- d. To receive the initial contributions of funds from the Initial Parties, to determine the amount and timing of initial contributions from additional Parties joining in this Agreement as described in Section 6.a and receive the same, and to determine the amount and timing of subsequent contributions by all of the Parties and receive the same, all as described in Section 4 of this Agreement;
- e. To pay the costs of implementing this Agreement;



- f. To establish a special fund or funds with a county, city or district treasurer servicing one of the Parties as authorized by RCW 39.34.030(4)(b); and
  - g. To provide resources and assistance and take such other actions as the Board determines appropriate in furtherance of the purposes of this Agreement.
3. Contracts. The Board may, from time to time, contract for early learning advocacy services with one or more qualified persons or organizations, and may also retain such other professional or legal assistance to carry out the purposes of this Agreement. A written contract or engagement letter shall be provided for each such engagement. Any information and materials developed by providers of professional services shall be made available to each Party to this Agreement.
4. Contributions. Each Initial Party shall initially contribute an amount equal to the lesser of (a) one-tenth of one percent (0.1%) of its current operating budget as of the date of its execution of this Agreement, or (b) \$30,000. Total amount shall be due and payable within 30 days following such Initial Party's execution of this Agreement.

Each additional Party joining in this Agreement as described in Section 6.a shall initially contribute an amount equal to the lesser of (a) one-twentieth of one percent (0.05%) of its current operating budget as of the date of its execution of this Agreement, or (b) \$15,000. One half of such amount shall be due and payable within 30 days following such additional Party's execution of this Agreement, and the other half of such amount shall be due and payable on January 1 of the next succeeding year.

The Board shall also determine the amount and timing of any subsequent contributions to be made by all of the Parties, and shall communicate the same in writing to the Parties.

Each Party pledges its best efforts to approve its further contributions in accordance with this Agreement, but no Party shall be liable for any monetary contribution unless and until the governing body of such Party has appropriated funds for such specific purpose.

If any Party to this Agreement shall fail to pay any contribution required of it pursuant to this Agreement in full when due, then such Party shall be in default hereunder, such Party shall refrain from further participation in the Board's business, all of such Party's rights pursuant to this Agreement shall be suspended, and this Agreement shall immediately and automatically be terminated as to such Party.

5. Term of Agreement; Termination. The term of this Agreement shall commence on the date of the Agreement and, unless otherwise agreed by the Parties, shall

remain in full force and effect so long as at least two Parties continue the operation of the Agreement. As described in Section 4, this Agreement shall immediately and automatically be terminated as to any Party that has failed to make full and timely payment of its contribution, when due. Additionally, any Party may withdraw from this Agreement and may be discharged from its obligations hereunder, but only if it has paid all outstanding financial contributions and upon not less than sixty (60) days written notice to the Board; provided, that immediately upon notification of an intent to withdraw from this Agreement, the withdrawing Party shall not be liable for any further financial contributions.

Any Parties remaining to the Agreement may unanimously decide to terminate this Agreement. Upon termination of this Agreement after any obligations authorized and incurred by the Board have been paid, any funds remaining shall be disbursed among the Parties in the same proportion as the contribution of such funds were made by the Parties.

6. Miscellaneous Provisions.

- a. This Agreement shall be effective as to each Initial Party upon execution by that Initial Party. The Initial Parties agree that any Washington public library may be made subsequently become a Party to this Agreement upon acceptance by the Board chair on behalf of the Parties of a supplement hereto executed by the new Party in substantially the form of Exhibit B, and payment by the new Party of an initial contribution as described in Section 4.
- b. Supplements hereto for the purpose of adding new Parties to this Agreement, as described in Section 6.a, need only be signed by the new Party and accepted by the Board chair or designee. Otherwise, this Agreement may be amended only by a written instrument signed by at least 75% of the Parties hereto.
- c. The waiver by any Party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of such term, covenant, or condition or any subsequent breach of the same of any other term, covenant, or condition of this Agreement.
- d. Any Party hereto shall have the right to enjoin any substantial breach or threatened breach of this Agreement by any other Party, and shall have the right to recover damages and to specific performance of any portion of this Agreement.
- e. This Agreement is solely for the benefit of the Parties hereto and no third party shall be entitled to claim or enforce any rights hereunder except as specifically provided herein.

- f. The records and documents with respect to all matters covered by this Agreement shall be subject to audit by the Parties during the term of this Agreement and three (3) years after termination or such other longer period as may be required by applicable law.
- g. If any provision of this Agreement or application thereof to any Party or circumstance, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.
- h. This Agreement shall be effective whether signed by all Parties by manual or facsimile signature, and whether on the same document or in counterparts.
- i. All notices or other communications shall be deemed sufficient hereunder if made in writing and delivered by telefacsimile, email or by first-class mail, postage prepaid, to each Party at its respective address set forth in Exhibit A, or to such other address as such Party may hereafter designate to the others in writing.

IN WITNESS WHEREOF, this Agreement has been executed by each Party as set forth in the following exhibits:

[The remainder of this page intentionally left blank.]

EXHIBIT A

Initial Parties

Supplemental Parties

Asotin County Library  
Everett Public Library  
Fort Vancouver Regional Library District  
Jefferson County Library  
King County Library  
Kitsap Regional Library  
Longview Public Library  
Mid-Columbia Library System  
Mount Vernon City Library  
Orcas Island Public Library  
Pierce County Library System  
Puyallup Public Library  
San Juan Island Library District  
Seattle Public Library  
Sedro-Woolley Public Library  
Sno-Isle Library  
Spokane County Library District  
Spokane Public Library  
Stevens County Rural Library District  
Walla Walla County Rural Library District  
Washington State Library  
Whitman County Library  
Yakima Valley Libraries

Anacortes Public Library  
Bellingham Public Library  
Burlington Public Library  
Liberty Lake Municipal Library  
Lopez Island Library District  
Port Townsend  
Timberland Regional  
Whatcom County

EXHIBIT B

Form of Supplement to Add Additional Parties

The undersigned Washington public library represents that it is a “public agency,” as defined in chapter 39.34 RCW, and hereby agrees to become a “Party”, as that term is defined in that certain Interlocal Agreement for Early Learning Public Library Partnership (the “Agreement”), dated \_\_\_\_\_, 201\_\_\_, by and among the Parties listed in Exhibit A thereto [and any supplements heretofore delivered], with all of the rights and responsibilities appertaining thereto, and to pay the contributions required of it pursuant to this Agreement in full when due.

IN WITNESS WHEREOF, this supplement to the Agreement has been executed by:

**Camas Public Library**

By \_\_\_\_\_

Its \_\_\_\_\_

At the direction of the governing body thereof  
by motion regularly passed at an open public  
meeting held on \_\_\_\_\_, 2014.

ACCEPTED on behalf of the Early Learning Public Library Partnership Joint Board by:

Neil Parikh, Chair

By \_\_\_\_\_

May 5, 2014

Mr. Eric Levison  
City of Camas  
1620 SE 8th Ave  
Camas, WA 98607

Dear Eric,

Enclosed are the signed two contracts for the sodium hydroxide contract extension and our Certificate of Insurance with the City of Camas named as additionally insured. Also, below is the information that you requested:

**EEO Officer**

Matthew J. Werger, Northstar Chemical, Inc General Manager, has the responsibility as the corporate EEO officer.

**Emergency Phone Number**

In the case of emergency or after-hours needs, please call (888) 793-9476 or (503) 504-8301.

**Subcontractor**

We do not anticipate utilizing a subcontractor to provide any service to the City of Camas.

We greatly thank you for the opportunity to service the City of Camas with their sodium hydroxide needs. Please contact me if you have any questions.

Respectfully,



Matt Werger  
General Manager

CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Camas under and by virtue of Title 35 RCW (cities and towns), as amended

And, \_\_\_\_\_, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for **2014 Chemical Purchase and Service, City of Camas Project No. WS-724 (2014)**, in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Camas.

II. The City of Camas hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The Contractor 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.



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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

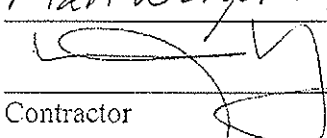
V. All work shall be free of defect in workmanship or materials. Upon notice, the Contractor shall make all repairs promptly at no cost to the City. Failure to repair or replace defects in a manner satisfactory to the Engineer will constitute a breach of this contract.

VI. The Contractor is obligated to pay Prevailing Wages as determined by the Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County effective April 24, 2014.

VII. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.

VIII. It is further provided that no liability shall attach to the City of Camas by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor of the City of Camas has caused this instrument to be executed by and in the name of the said City of Camas the day and year first above written.

Executed by the Contractor May 5, 2014.  
NORTHSTAR CHEMICAL INC  
Matt Wenger - General Manager  
  
Contractor

Executed by the Local Agency \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor of the City of Camas

Approved as to Form

\_\_\_\_\_  
City of Camas Attorney

*~WORLD ELDER ABUSE AWARENESS DAY~  
PROCLAMATION*

WHEREAS, Camas' seniors are valued members of society and it is our collective responsibility to ensure they live safely and with dignity; and

WHEREAS, abuse of older people is a tragedy inflicted on vulnerable seniors and an ever-increasing problem in today's society that crosses all socio-economic boundaries; and

WHEREAS, combating abuse of seniors and vulnerable adults will help improve the quality of life for all seniors across this country and will allow seniors and vulnerable adults to continue to live as independently as possible and contribute to the life and vibrancy of the City of Camas; and

WHEREAS, Camas' seniors and vulnerable adults are guaranteed that they will be treated with respect and dignity to enable them to continue to serve as leaders, mentors, volunteers and important and active members of this community; and

WHEREAS, we are all responsible for building safer communities for Camas' seniors; and

WHEREAS, the well-being of Camas' seniors is in the interest of all and further adds to the well-being of our community.

NOW THEREFORE, I, Scott Higgins, Mayor of the City of Camas, do hereby proclaim June 15, 2014, as "Elder Abuse Awareness Day" and encourage all Camas residents to recognize and celebrate the accomplishments of Camas' seniors.



In witness whereof, I have set my hand  
and caused the seal of the City of Camas to  
be affixed this 19th day of May, 2014.

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

*~BETTER HEARING MONTH PROCLAMATION~*

WHEREAS, audiologists around Clark County observe and celebrate Better Hearing Month each year during the month of May; and

WHEREAS, Camas City Council recognizes and values the efforts of all who work to eliminate or minimize the isolating effects of communication disorders in the one in five families affected by them; and

WHEREAS, our citizens who have overcome communication disabilities through the services of audiologists are now able to lead independent, productive, and fulfilling lives; and

WHEREAS, our veterans are returning from service with the primary medical complaint of tinnitus and hearing loss as the second most common complaint, and audiologists are diagnosing and helping our veterans find solutions; and

WHEREAS, Camas is proud and honored to have audiologists offering quality education and health care services to its citizens.

NOW, THEREFORE, I, Scott Higgins, Mayor of the City of Camas, do hereby proclaim May 2014, as "Better Hearing Month" and encourage all citizens to recognize the achievements of audiologists in improving the quality of life for people with communication disorders.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 19<sup>th</sup> day of May, 2014.

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

3/1/14 fax Original

Mayor  
Council  
Pete  
Pond

CITY OF CAMAS  
MAYOR'S OFFICE

MAR 11 2014

RECEIVED

Dear City Council of Camas,

I just heard that the city council may not be supporting the legal selling of marijuana in Camas under the I502 law. I had thought that the law was passed and was being put into effect and was really surprised to hear that our city council was not supporting the measure. I'm writing to ask you to support the law and allow the legal sale of marijuana through a retail store in Camas.

I'm sure you are not getting many people to write to you supporting the initiative. It's still very difficult for people to understand that marijuana is legal in this state, most of us; myself included still feel we must hide it from authorities.

I don't like going to the seedy illegal sellers and would prefer to know exactly where the marijuana came from. I've read that I502 makes it a matter of legal course that each plant is tracked from seed to retail sale to insure that it is safe and has not been laced with anything bad for us.

I voted for I502 because I thought it would be much safer for everyone to know where the marijuana actually came from rather than having to deal with illegal growers and that our local authorities would support the initiative. Every time I buy some for recreational use I wonder where it came from, and I wonder if I will be arrested for buying it from an illegal dealer.

What do you think the writers of I502 envisioned? Although a small amount for personal consumption is legal, that we would still have to buy from illegal dealers? Of course not, they meant for us to be able to buy it from legal stores that are selling a reliable and safe product.

Please support the sale of legal marijuana in Camas.

Thank you.

I would give you my name, but until you make it legal in Camas I don't really trust you.

3/10/14 for original Mayor  
Copies: Council, Pete, Phil

Dear Mayor and City Council,

I read in the Post Record that you needed some more input from camas residents on the new marijuana law passed by us Washingtonians. Two years ago when this law was passed I was strongly against legalizing marijuana. However, one of my dearest and closest friends was diagnosed with cancer. One of her doctors prescribed medical marijuana because of her nausea and loss of appetite due to the chemotherapy. It was a real problem to find medicinal marijuana in Clark County so she had to purchase marijuana in Oregon and we had to cross state lines with it which made us very nervous and is why I am writing this anonymously. Therefore, I feel that it would be a travesty to not allow Camas to be able to help our residents in similar situations. I strongly believe that the city of camas needs this law to go in to affect immediately without any more moratoriums!!! Camas has always prided itself as innovators, not followers. So lets be the first city in Washington to sell recreational marijuana and let the rest follow us. I do however feel there is a flaw in the law that needs to be addressed. I have been going to church my entire life and feel that the city of camas should pass a zoning law not allowing marijuana facilities in one thousand feet within a church.

Sincerely,

Camas Pride

CITY OF CAMAS  
MAYOR'S OFFICE

MAR 24 2014

RECEIVED

DEAR Mayor Higgins

PLEASE DO NOT LET A MARIJUANA STORE BE OPENED IN CAMAS

CAMAS WAS VOTED ONE OF THE SAFEST PLACES TO LIVE. IT WILL NO LONGER BE THAT IF A 'PET' STORE GOES IN THERE WILL BE MORE ROBBERIES AND OTHER CRIMES SUCH AS CHILD ABUSE. MORE OF OUR GREAT TEENAGERS WILL HAVE ACCESS TO IT. I KNOW THEY CAN GET IT NOW BUT A 'PET' STORE WILL ONLY MAKE IT EASIER.

SINCE IT CAN BE PUT INTO CUPCAKES ETC. IT MAKES IT EASIER TO GIVE IT

TO CHILDREN AND WILL LEAD TO MORE CHILD ABUSE (SEXUAL AND OTHERWISE).

IT IS ADDICTIVE. PATRICK KENNEDY (OF THE KENNEDY FAMILY & A RECOVERING ADDICT) SAYS TODAY'S MARIJUANA IS EVEN STRONGER.

MAYOR HIGGINS, PLEASE DON'T SELL OUR TOWN FOR "THE MONEY" MARIJUANA WOULD BRING LIKE OUR STATE HAS DONE.

I WAS BORN IN CAMAS AND HAVE SEEN MANY CHANGES, BUT NOTHING LIKE THE SALE OF MARIJUANA WOULD BRING.

PLEASE CONSIDER WHAT IT WOULD DO TO OUR GREAT TOWN, ADULTS, TEENS, CHILDREN AND POLICEMEN. THIS IS A MIND ALTERING DRUG. IF IT WEREN'T NO ONE WOULD BUY IT.

THANK YOU FROM A PERSON WHO CARES ABOUT CAMAS AND ITS PEOPLE.

Received  
at  
March 31, 2014



APR 1 2014

**Phil Bourquin**

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**From:** Greg Anderson  
**Sent:** Tuesday, April 01, 2014 7:26 AM  
**To:** Cynthia Hein  
**Cc:** Phil Bourquin  
**Subject:** RE: Comments regarding the extension of the moratorium on WA State Initiative 502

RECEIVED

Thank you for your comments,  
they will be added to our consideration of this matter.

Best regards,

Greg Anderson  
Council-member

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**From:** Cynthia Hein [Cthein89@comcast.net]  
**Sent:** Monday, March 31, 2014 10:25 PM  
**To:** Scott Higgins; Greg Anderson; Don Chaney; Linda Dietzman; Tim Hazen; Steve Hogan; Melissa Smith; Shannon Turk  
**Subject:** Comments regarding the extension of the moratorium on WA State Initiative 502

Mayor Higgins and City of Camas Council Members:

I am communicating to express my options that the current moratorium on WA State Initiative 502 be extended indefinitely within the City of Camas. There are several reasons for this:

1. Federal Law has not made the growth, manufacture, selling or use of marijuana legal-it is still illegal under Federal Law. The President and Attorney General not enforcing it does not make it right either. We are a country of the law and it should be interpreted and enforced accordingly.
2. The State of Washington does not have the authority to choose to support this and has no mechanisms / policy in place for growth, manufacture, sale, use or enforcement of marijuana. The desire on the part of a majority of voters in the State to make it legal does not make it right for reasons of use or for increased tax revenues.
3. As such, this has no place in Camas. I doubt a majority of voters in our community would support seeing this used anywhere in our community. It is against the values for which the City of Camas and this Community has stood.

Respectfully submitted,  
Tim Hein  
3512 NW Logan Ct.  
Camas, WA 98607  
360-833-0341

ORDINANCE NO. 2698

AN ORDINANCE related to land use and zoning, adopting a moratorium on the establishment, location, operation, maintenance or continuation of marijuana retail sales facilities, processing facilities, manufacturing facilities, and growing facilities asserted to be authorized or actually authorized under Washington Initiative Measure No. 502, or proposed Washington Administrative Code Chapter 314-55, or any other laws of the state of Washington; and providing for an immediate effective date

WHEREAS, Washington Initiative Measure No. 502, herein after "I-502," approved by the voters of Washington State on November 6, 2012, provides for private recreational marijuana use by persons over 21 years of age, subject to state licensing and regulation of marijuana production, processing and retail sales facilities and requires the Washington State Liquor Control Board, herein after "LCB," to adopt procedures and criteria by December 1, 2013 for issuing licenses to produce, process and sell marijuana provided they are located at least 1000 feet from the nearest schools, playgrounds, day care facilities, arcades, public parks, public libraries, recreational centers, and transit centers; and

WHEREAS, pursuant to I-502, on September 4, 2013, the LCB issued revised proposed administrative rules under WAC 314-55, and established the maximum number of retail licenses that may be issued for Washington cities and counties, including a maximum total of 1 retail licenses within the City of Camas; and

WHEREAS, further pursuant to I-502, WAC 314-55 is scheduled to be finalized October 16, 2013 and become effective on November 16, 2013 with applications for marijuana production, processing and retail facilities accepted by the LCB beginning November 18, 2013; and

WHEREAS, the City previously adopted a moratorium to consider the issue on November 4, 2013, but requires additional time to consider the various issues associated with application of the new laws associated with recreational marijuana use and land use; and

WHEREAS, marijuana uses and activities authorized under I-502 remain expressly prohibited by federal law, although under a guidance memo issued to U.S. Attorneys on August 29, 2013, the U.S. Department of Justice indicated they will not challenge the legality of I-502 if the state law and regulations promulgated there under meet certain specified federal concerns; and

WHEREAS, previously in a letter dated January 17, 2012, the U.S. Department of Justice, Drug Enforcement Agency, provided that anyone who knowingly carries out the medical

marijuana activities contemplated in Washington, as well as anyone who facilitates such activities could be subject to criminal prosecution; and

WHEREAS, proposed guidance for implementing I-502 under WAC 314-55-020(11) states: "The issuance or approval of a license shall not be construed as a license for, or an approval of, any violations of local rules or ordinances, including, but not limited to: Building and fire codes, zoning ordinances, and business licensing requirements;" and

WHEREAS, the Camas City Council acknowledges the will of Washington Voters in passing I-502, recognizes that and that the majority of Camas Voters voted against the passage of I-502, and also recognizes that marijuana production, processing and retail sales still remain illegal under federal law; and

WHEREAS, additional time is needed to review and determine the local implications of state rules, to assess impacts and potential liabilities under federal law, and to determine an appropriate regulatory framework under these laws; and

WHEREAS, since the initial moratorium was passed by City Council, the Washington State Attorney General's Office has provided a non-binding opinion that local governments are not preempted by state law from banning the location of a Washington State Liquor Control Board licensed marijuana producer, processor, or retailer within their jurisdiction, and that local governments may establish land use regulations (in excess of the Initiative 502 buffer and other Liquor Control Board requirements) or business license requirements in a fashion that makes it impracticable for a licensed marijuana business to locate within their jurisdiction; and

WHEREAS, the City must ensure that any proposed locations for these operations are appropriate and that potential secondary impacts are minimized and mitigated; and

WHEREAS, the City desires to further research the associated costs of implementation of such laws; and

WHEREAS, the City desires additional public comment on the topic, and intends to permit for additional community outreach, work sessions, and public hearings, relating to the development of regulations for marijuana production, processing, manufacture, and retail sales facilities; and

WHEREAS, the City Council deems it to be in the public interest to establish a zoning moratorium on marijuana retail facilities, marijuana growing facilities, marijuana manufacturing facilities, and marijuana processing facilities; and

WHEREAS, the City Council has considered and approves the attached work plan; and

WHEREAS, while the City Council determines that a moratorium is necessary for reasons stated herein, the Council understands the desires of those wishing to move forward with implementing 1-502. Nevertheless, given the complex and evolving legal and regulatory framework surrounding the production and retail sale of marijuana, these measures are necessary until the Council can adequately and appropriately address the issues described herein; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act ("SEPA"); and

WHEREAS, the City Council finds that the regulatory requirements established by this ordinance are necessary for the immediate preservation of the public peace, health and safety and for the immediate support of city government and its existing public institutions,

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF CAMAS:

Section 1. The City Council adopts the foregoing recital clauses herein as findings in support of the adoption of the moratorium provided by this ordinance.

Section 2. Pursuant to the provisions of RCW 36.70A.390 and RCW 35.63.200, a zoning moratorium is hereby enacted prohibiting until October 21, 2014 within the City of Camas, the application for and the licensing, establishment, location, operation, maintenance or continuation of any marijuana retail sales use, growing use, manufacturing use, or processing use, facility use associated with Marijuana pursuant to Washington Initiative Measure No. 502, WAC 314-55 or other state law.

Section 3. Work Plan. The following work plan includes target dates, but it is the intent for staff to have some flexibility in scheduling to accommodate for quorums, workloads, and notice requirement. The City Council moratorium hearing will occur April 7, 2014; a public hearing to hear from citizens on the record regarding allowing the retail sale, growing, harvesting, and processing of marijuana will occur on May 5, 2014; staff will prepare of list of options based upon the testimony by May 19, 2014; City Council will provide direction to staff on the options by June 2, 2014; the Planning Commission will hold a workshop on the options on June 17, 2014; staff will draft a report and amendments available by July 8, 2014; the Planning Commission will conduct a hearing on July 15, 2014; City Council will set the hearing date on August 4, 2014; and the City Council hearing will occur on September 15, 2014; Ordinance Adoption will occur October 6, 2014.

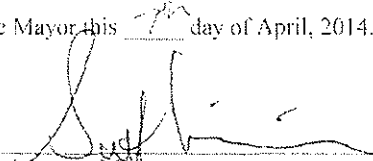
Section 4. Effective Date. This Ordinance is designated as a public emergency ordinance necessary for the protection of public health, public safety, public property or public

peace, and shall be effective upon adoption, provided that it is passed by majority plus one of the whole membership of the City Council.

Section 5. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not effect or invalidate the remainder or any parts thereof to any person or circumstances and to this end, the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

PASSED BY the Council and APPROVED by the Mayor this 7<sup>th</sup> day of April, 2014.

SIGNED: \_\_\_\_\_



\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_



\_\_\_\_\_  
Clerk

APPROVED as to form:



\_\_\_\_\_  
City Attorney

ORDINANCE NO. 2704

AN ORDINANCE adopting a new Chapter 2.88 of the Camas Municipal Code, entitled "Parking Advisory Committee."

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

Section I

A new Chapter 2.88 of the Camas Municipal Code is hereby added to provide as set forth in the attached Exhibit "A", attached hereto and by this reference incorporated herein.

Section II

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

PASSED BY the Council and APPROVED by the Mayor this \_\_\_\_\_ day of May, 2014.

SIGNED: \_\_\_\_\_  
Mayor

SIGNED: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney

EXHIBIT "A"

Chapter 2.88

PARKING ADVISORY COMMITTEE

Sections:

- 2.88.010 Created.
- 2.88.020 Membership—Compensation - Terms.
- 2.88.030 Organization—Membership and Service.
- 2.88.040 Rules—Quorum.
- 2.88.050 Meetings.
- 2.88.060 Purpose.
- 2.88.070 Duties.
- 2.88.080 Reporting.

2.88.010 Created.

There is created in city government a “parking advisory committee,” (hereinafter “committee”).

2.88.020 Membership – Compensation – Terms.

The parking advisory committee shall consist of seven members who shall serve without remuneration and shall be appointed by the mayor and confirmed by the city council. The initial appointments shall include two members whose terms shall be for two years, two members whose terms shall be for three years, and the remaining shall serve for a four-year term. Thereafter, every person appointed to such committee shall serve a four- year term, except when the appointment is to fill an unexpired term. These members shall consist of either residents of the city or own property in the city or are officers in a business or profession located in the downtown area and shall serve at the pleasure of the mayor.

2.88.030 Organization – Membership and Service.

Immediately upon appointment, the members designated to act on said committee shall assemble for organization, and for the convenience of business transactions shall elect a chairperson from among its members to preside at its meetings and a vice-chairperson to preside in the absence of the chairperson. The terms of the chairperson and vice-chairperson shall be for one year and the members shall annually thereafter elect its own chairperson and vice-chair person. The city shall designate administrative staff to serve as the secretary for the committee. The secretary shall be responsible for keeping all records and minutes; official minutes shall, however, be subject to approval by vote of the membership.



**2.88.040 Rules – Quorum.**

The committee will operate under Robert’s Rules of Order. The committee may establish its own written rules and regulations, not inconsistent with state law or city ordinance. The committee shall consist of seven members. Four out of seven members shall constitute a quorum. Any recommendation by the committee requires a majority vote of the committee members present at the meeting.

**2.88.050 Meetings.**

The parking advisory committee shall meet on the second Tuesday of each January, May and September for which business before the committee is pending. Special meetings may be called at the discretion of the Community Development Director, City Engineer or designee, upon due notice to all members and upon compliance with the Open Public Meetings Act, RCW Chapter 42.30.

**2.88.060 Purpose.**

The purpose of the committee is to advise the city about the parking policy and program implementation within that portion of the Downtown Commercial (DC) zone located along and between NE 6<sup>th</sup> Avenue, NE Adams, NE 3<sup>rd</sup> Avenue, and NE Garfield Street.

**2.88.070 Duties.**

The duties of the committee are to provide advice and recommendations to city council and city staff on the following parking matters:

- A. Commencement, conduct and development of parking analysis and studies;
- B. Adoption and/or amendment of all ordinances, rules and regulations regarding on-street and off-street parking;
- C. Setting or changing parking rates for on-street and off-street parking;
- D. Setting or changing the method of collection of parking fines;
- E. Acquisition of property for parking facilities;
- F. Acquisition, construction, or enlargement of any municipal parking facility; and
- G. Any other parking matter as directed by city council.

**2.88.080      Reporting**

The parking advisory committee herein created shall report to the city council from time to time as requested by the city council or mayor, but in any event, shall report at least once every year.

ORDINANCE NO. 275

AN ORDINANCE amending Chapter 10.08 of the Camas Municipal Code by adding certain provisions relating to the City's Parking Advisory Committee and adopting additional state laws.

The Council of the City of Camas do ordain as follows:

Section I

A new Subsection D of the Camas Municipal Code Section 10.08.010 is hereby added to provide as follows:

CMC 10.08.010 Time Limit - Designated Streets.

D. Effective June 1, 2014, prior to establishing an additional limitation upon parking within that portion of the Downtown Commercial zone describe in Chapter 2.88.020, the City Engineer or designee shall confer with the Parking Advisory Committee. Any recommendation of the Parking Advisory Committee to impose a change to an existing time limitation, may upon concurrence by the City Engineer, be forward onto City Council for approval by resolution, consistent with CMC 10.04.010, WAC-308-330-270 and RCW 46.90.010. Only those proposed additional parking time limitations supported by an affirmative or neutral recommendation of the City Engineer shall be forward on to City Council for approval.

Section II

Camas Municipal Code Section 10.08.055 - Adoption by reference, is hereby amended to provide as follows:

10.08.055 Adoption by reference.

The following sections of the Revised Code of Washington and the Washington Administrative Code are hereby adopted by reference: RCW 46.61.570 (1),(3) and (4) - Stopping, Standing or Parking Prohibited in Specified Places - Reserving Portion of Highway Prohibited; RCW 46.61.575 - Additional Parking Regulations; RCW 46.90.010 - Adoption of model traffic ordinance - Amendments; Washington Administrative Code 308-330-270 Local Authority - Authority; Washington Administrative Code 308-330-436 - Parking for Certain Purposes Unlawful; Washington Administrative Code 308-330-442 - Standing in Loading Zone; and Washington Administrative Code 308-330-457 - Restricted Use of Bus Stops and Taxi Cab Stands.

Section III

Sections 10.08.070 Doctor space - Establishment and CMC 10.08.080 Doctor space - Use restricted are hereby repealed.

Section IV

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

PASSED BY the Council and APPROVED by the Mayor this \_\_\_\_\_ day of May, 2014.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney