



CITY COUNCIL REGULAR MEETING AGENDA
Monday, August 19, 2019, 7:00 PM
City Hall, 616 NE 4th Avenue

NOTE: For both public comment periods - come forward when invited; state your name and address; limit comments to three minutes. Written comments can be given to the City Clerk. If it is a public hearing or a quasi-judicial matter, special instructions will be provided.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENTS

V. CONSENT AGENDA

- A. Automated Clearing House and Claim Checks Approved by Finance Committee
- B. \$125,516.37 June, 2019 Emergency Medical Services (EMS) Write-off Billings; Monthly Uncollectable Balance of Medicare and Medicaid Accounts (Submitted by Cathy Huber Nickerson)
- C. August 5, 2019 Camas City Council Regular and Workshop Meeting Minutes
 -  [August 5, 2019 Camas City Council Workshop Meeting Minutes - Draft](#)
 - [August 5, 2019 Camas City Council Regular Meeting Minutes - Draft](#)
- D. \$706,942.80 Bid Award to Stettler Supply Company for Slow Sand Corrosion Control Improvements Project (Submitted by Sam Adams)
 -  [W1008 Bid Tabulation](#)
- E. Zayo Group Fiber Exchange Agreement (Submitted by Sam Adams)
 -  [Camas-Zayo - Exchange Agreement](#)
- F. Award 2019 Police Department Flooring Replacement Project to Floor Solutions, LLC in the amount of \$107,644.77. (Submitted by Denis Ryan)
 -  [Staff Report Police Department Flooring](#)
 - [2019 City of Camas Police Department Flooring Replacement](#)
- G. \$23,758 Slow Sand Treatment Plant Corrosion Control Construction Management (Submitted by Sam Adams)
 -  [Corollo Construction Management Agreement - Corrosion Control](#)
 - [Corollo Construction Management Agreement Corrosion Control Budget](#)

- H. \$89,310 Infiltration Study Gray and Osborne Inc. Professional Services Agreement
(Submitted by Sam Adams)

 [Inflow and Infiltration Study Agreement](#)
[Inflow and Infiltration Study Agreement Budget](#)

- I. \$5,684,212.54 Rotschy Inc. NW Brady Road Improvements Project Bid Award
(Submitted by James Carothers)

 [Brady Road Improvements Bids](#)

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

VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

VII. MAYOR

- A. Mayor Announcements

VIII. MEETING ITEMS

- A. 2019 Citywide Asphalt Overlay Project Bid Award
Presenter: Steve Wall, Public Works Director

 [Staff Report 2019 Pavement Preservation Bid Award](#)
[Bid Tabulations - 2019 Pavement Preservation](#)
[Lakeside Industries, Inc. E-Verify MOU](#)
[City Attorney Memorandum](#)

IX. PUBLIC COMMENTS

X. ADJOURNMENT

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT
Monday, August 5, 2019, 4:30 PM
City Hall, 616 NE 4th Ave

I. CALL TO ORDER

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

II. ROLL CALL

Present: Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan, Deanna Rusch and Melissa Smith

Staff: Sam Adams, Phil Bourquin, Pete Capell, James Carothers, Sarah Fox, Cathy Huber Nickerson, Mitch Lackey, Robert Maul, Heather Rowley, Steve Wall and Rachel Blair (intern)

Press: No one from the press was present

III. PUBLIC COMMENTS

Gail Deluke, 1424 NE Birch ST, Camas, commented about Crown Park.

IV. WORKSHOP TOPICS

- A. Columbia River Economic Development Council (CREDC) Update
Presenter: Jennifer Baker, President

 [CREDC Update](#)

Baker reviewed the presentation and discussion ensued.

- B. North Shore Subarea Plan Phase One WSP Professional Services
Presenter: Sarah Fox, Senior Planner

 [North Shore Subarea Plan Phase One Agreement](#)
[Scope of Work](#)

Fox and Don Hardy, of WSP, reviewed the proposed agreement and responded to questions from Council. This item was also placed on the August 5, 2019 Consent Agenda for Council's consideration.

- C. Community Development Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Phil Bourquin, Community Development Director

There were no miscellaneous items or updates.

- D. NE Lake Road and NE Everett Street Intersection Improvements Update
Presenters: Steve Wall, Public Works Director and James Carothers,
Engineering Manager

 [Staff Report](#)

[Lake and Everett Exhibit](#)

Carothers and Wall provided an overview and discussion ensued.

- E. Carollo Engineering Inc. Slow Sand Corrosion Control System Construction
Management Agreement
Presenter: Sam Adams, Utilities Manager

 [Staff Report](#)

[Task Order Number 2](#)

[Budget](#)

This item will be placed on the August 19, 2019 Consent Agenda for Council's consideration.

- F. Gray and Osborne, Inc. Infiltration and Inflow Study Professional Services
Agreement
Presenter: Sam Adams, Utilities Manager

 [Staff Report](#)

[Scope of Work](#)

[Cost Estimate](#)

This item will be placed on the August 19, 2019 Consent Agenda for Council's consideration.

- G. Public Works Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Steve Wall, Public Works Director

Wall commented about the upcoming Steigerwald levee project. He provided updates regarding bid results for several projects including the Prune Hill Park trail connection, the Crown Park Basketball Court, the 2019 Hot Mix Asphalt Overlay, the Slow Sand Filter Water Treatment Plant corrosion control improvements. He also commented about the City of Vancouver's organic waste recycling program.

Hogan inquired about street preservation and discussion ensued.

- H. City of Camas 2019 2nd Quarter Financial Review
Presenter: Cathy Huber Nickerson, Finance Director

 [2nd Quarter Financial Review](#)

Huber Nickerson reviewed the presentation and discussion ensued.

- I. City Administrator Miscellaneous Updates and Scheduling
Details: This is a placeholder for miscellaneous or scheduling items.
Presenter: Pete Capell, City Administrator

Capell commented about ongoing outreach for the Community Aquatics Center. He announced that he will attend the Washington City Management Association conference next week.

Anderson inquired about Animal Control code revisions and Capell responded.

Burton inquired about operations costs for the Community Aquatics Center and discussion followed.

V. COUNCIL COMMENTS AND REPORTS

Rusch and Burton attended two ribbon cuttings.

Burton commented about the Library special event and guest visitor, Librarian of Congress Dr. Carla Hayden. She attended the Shoreline Management Review Committee meeting.

Anderson and Carter commented about Camas Days.

Hogan attended a Camas-Washougal Economic Development Association (CWEDA) meeting. He will attend the Finance Committee meeting. He commented about public outreach regarding ongoing efforts regarding tree codes.

Chaney attended a meeting of the Clark Regional Emergency Services Agency (CRESA). He requested a future update from staff regarding Lacamas Lake. He commented about parking at Heritage Trail. He announced that he will not be present at the August 19, 2019 Council Meetings.

Smith attended the Seniors and Law Enforcement Together (S.A.L.T.) luncheon. She provided a brief update about the Regional Transportation Council (RTC). She will attend a meeting of Clark County Correction Facility Advisory Commission (CFAC).

Mayor invited Council to attend a tour of the Leadbetter House on September 18, 2019. She commented about date options for the fall Ward meetings and announced the Ward 3 meeting has been scheduled for the evening of October 8, 2019.

VI. PUBLIC COMMENTS

No one from the public wished to speak.

VII. ADJOURNMENT

The meeting adjourned at 6:21 p.m.

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT
Monday, August 5, 2019, 7:00 PM
City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan, Deanna Rusch and Melissa Smith

Staff: Pete Capell, Cathy Huber Nickerson, Shawn MacPherson, Heather Rowley, Steve Wall and Rachel Blair (intern)

Press: No one from the press was present

IV. PUBLIC COMMENTS

Heather Kesmodel, 1506 NE 6th AVE, Camas, commented about tree preservation.

V. CONSENT AGENDA

A. July 15, 2019, Camas City Council Regular and Workshop Meeting Minutes

 [July 15, 2019 Camas City Council Workshop Meeting Minutes - Draft](#)
[July 15, 2019 Camas City Council Regular Meeting Minutes - Draft](#)

B. \$1,013,086.06 Automated Clearing House and Claim Checks Numbered 141432 to 141436 and 141448 to 141610; \$2,269,974.71 Automated Clearing House, Direct Deposit and Payroll Checks Numbered 7710 to 7715 and Payroll Accounts Payable Checks Numbered 141437 through 141447; \$274,456.23 July Electronic Payments

C. \$79,925 North Shore Subarea Plan Phase One WSP Professional Services (Submitted by Sarah Fox)

 [North Shore Subarea Plan Phase One Agreement](#)
[Scope of Work](#)

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

VI. NON-AGENDA ITEMS

A. Staff

There were no comments from staff.

B. Council

Rusch commented about tree preservation.

VII. MAYOR

A. Mayor Announcements

There were no comments from Mayor.

VIII. MEETING ITEMS

A. Waste Connections Inc. Recyclables and Yard Debris Collection Contract Extension

Presenter: Sam Adams, Utilities Manager

 [Amendment to Recyclables and Yard Waste Collection](#)

It was moved by Council Member Carter, and seconded, that the amendment to the Waste Connections contract for recyclables and yard debris be approved. The motion carried unanimously.

B. Ordinance No. 19-008 Amending Camas Municipal Code (CMC) Title 5 Business Taxes, Licenses and Regulations

Presenter: Cathy Huber Nickerson, Finance Director

 [Ordinance No. 19-008](#)

[Exhibit A](#)

It was moved by Council Member Carter, and seconded, that Ordinance No. 19-008 be read by title only. The motion carried unanimously.

It was moved by Council Member Carter, and seconded, that Ordinance No. 19-008 be adopted and published according to law. The motion carried unanimously.

IX. PUBLIC COMMENTS

No one from the public wished to speak.

X. ADJOURNMENT

The meeting adjourned at 7:08 p.m.

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



I, Bernie Bacon, Deputy City Clerk, hereby certify
that these bid tabulations are correct.

Bernie Bacon 7/30/19
Bernie Bacon, Deputy City Clerk Date

PROJECT NO. W1008				Engineer's Estimate: \$371,565.00		Stettler Supply Company 4420 Ridge Drive NE Salem, OR 97301		PCR, Inc. PO Box 630 Beavercreek, OR 97004		McClure and Sons, Inc. 15714 Country Club Drive Mill Creek, WA 98012	
DESCRIPTION: Slow Sand Filter Water Treatment Plant Corrosion Control Improvements Project				Entered by: RLS		503.585.5550		503.723.6480		425.316.6999	
DATE OF BID OPENING: July 30, 2019, at 10:00 a.m.											
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	Mobilization	LS	1.00	\$15,000.00	\$15,000.00	\$35,000.00	\$35,000.00	\$65,000.00	\$65,000.00	\$60,000.00	\$60,000.00
2	Tomco CO2 System and Pad	LS	1.00	\$270,000.00	\$270,000.00	\$330,000.00	\$330,000.00	\$300,000.00	\$300,000.00	\$350,000.00	\$350,000.00
3	CO2 Piping	LS	1.00	\$15,000.00	\$15,000.00	\$7,400.00	\$7,400.00	\$42,000.00	\$42,000.00	\$54,000.00	\$54,000.00
4	Electrical and Controls	LS	1.00	\$30,000.00	\$30,000.00	\$77,500.00	\$77,500.00	\$80,000.00	\$80,000.00	\$160,000.00	\$160,000.00
5	Caustic Tank and Pad	LS	1.00	\$10,000.00	\$10,000.00	\$163,500.00	\$163,500.00	\$142,000.00	\$142,000.00	\$120,000.00	\$120,000.00
6	Caustic Piping	LS	1.00	\$5,000.00	\$5,000.00	\$43,000.00	\$43,000.00	\$45,000.00	\$45,000.00	\$64,000.00	\$64,000.00
SUBTOTAL				\$345,000.00		\$656,400.00		\$674,000.00		\$808,000.00	
SALES TAX CLARK COUNTY WA (7.7%)				\$26,565.00		\$50,542.80		\$51,898.00		\$62,216.00	
TOTAL				\$371,565.00		\$706,942.80		\$725,898.00		\$870,216.00	

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (“Agreement”) entered into as of _____, is made by and between **City of Camas**, (“City of Camas”) and **Zayo Group, LLC**, a Delaware limited liability company, and its Affiliates and subsidiaries (“Zayo”). Each of Zayo and City of Camas may also be collectively referred to in this Agreement as the “Parties” or, individually, as a “Party.”

WHEREAS, City of Camas is a municipality that owns, operates and maintains fiber networks in Washington; and,

WHEREAS, Zayo is a telecommunications provider that owns, operates and maintains metro fiber networks in multiple cities and long haul networks nationwide; and,

WHEREAS, each Party recognizes the efficiencies realized in exchanging certain dark fibers in support of their own business purposes to effectuate the operations desired by both Parties and is willing to exchange such dark fibers simultaneously in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and obligations contained herein, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE 1: DEFINITIONS

For the purposes of this Agreement, the following terms, whether in the singular or in the plural, when used in this Agreement and initially capitalized, will have the meaning specified:

- 1.1 “Accepting Party” shall mean the Party (either City of Camas or Zayo, as the context requires) who receives either City of Camas conduit access or Zayo dark fiber from the Provider and accepts and uses such dark fibers or conduit pursuant to this Agreement.

- 1.2 “Access Point” is the physical location(s) at which Accepting Party may connect its telecommunications system with the City of Camas conduit access or the Zayo dark fiber, as the context requires. Access Points are further described in Exhibit A for the City of Camas conduit access and Exhibit B for the Zayo dark fiber.
- 1.3 “Affiliate” shall mean, with respect to any Person, any other Person, who directly or indirectly controls, is controlled by, or is under common control with that Person. As used in this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether by way of equity ownership, contract or otherwise.
- 1.4 “Claim” shall mean all suits, actions, damages, claims, liabilities, losses, fines, judgments, costs and expenses (including reasonable attorneys’, accountants’, experts’ fees and disbursements and costs of appeal) of any kind or character.
- 1.5 “Facilities” shall mean the Zayo dark fiber, together with its manholes, handholes and other related improvements, all of which are owned or controlled by Zayo.
- 1.6 “Governmental Authority” shall mean any federal, state, regional, county, municipal, local, territorial, or tribal government, or any public or quasi-public authority, whether foreign or domestic, or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing, including without limitation, courts, public utilities and sewer authorities.
- 1.7 “City of Camas conduit access” shall mean the conduit access provided by City of Camas to Zayo as further described in Exhibit A.
- 1.8 “Person” shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.
- 1.9 “Project Costs” shall mean, for each Party, all labor, transportation, supervision, materials and other costs associated with the applicable Party’s Work.

- 1.10 “Provider” shall mean (a) with regard to the fibers provided by City of Camas to Zayo, City of Camas will be the Provider; (b) with regard to the conduit provided by Zayo to City of Camas, Zayo will be the Provider.
- 1.11 “Service Order” shall mean the service order placed by Zayo for City of Camas conduit access or the service order placed by City of Camas for the Zayo dark fiber in accordance with the procedures set forth in the Underlying Agreements.
- 1.12 “Underlying Rights” shall mean all deeds, leases, easements (including express, implied or prescriptive), rights-of-way agreements, licenses, franchises, pole attachment licenses, grants, contracts and other rights, titles and interests to use real property of any third Person, which are necessary for the construction, placement, location, installation, operation, use, lease, IRU, rental, maintenance, repair or replacement of either the City of Camas conduit access or Zayo dark fiber.
- 1.13 “Work” shall mean all necessary project management, engineering, make-ready, installation, construction and demobilization work required to be completed by each Party in order to provide either the City of Camas conduit access or the Zayo dark fiber.
- 1.14 “Zayo dark fiber” shall mean the conduit provided by Zayo to City of Camas as further described in Exhibit B.

ARTICLE 2: EXCHANGE

- 2.1 The Parties will perform their respective obligations as set forth in Articles 3 and 4 below in accordance with the terms and conditions of this Agreement.
- 2.2 The consideration to Zayo for its performance of this Agreement is as described in Article 3. The consideration to City of Camas for its performance of this Agreement is as described in Article 4. Both Parties stipulate that the consideration supporting their respective rights and performance obligations under this Agreement is adequate and sufficient. The Parties agree that each considers the exchanges to be made hereunder an even or equivalent exchange with no other consideration, fees or charges required to be paid by either Party beyond that established in this Agreement with respect to such Exchange.

- 2.3 The Parties will provide one another fiber or conduit routes as generally described in Articles 3 and 4 below and under the terms and conditions of this Agreement.
- 2.4 In the event of an express conflict between a term in this Agreement, including any amendment, and a term in an Underlying Agreement, the term in this Agreement will control, but solely with respect to the City of Camas conduit access or Zayo dark fiber covered by such Underlying Agreement.

ARTICLE 3: CITY OF CAMAS PROVIDES TO ZAYO

Concurrent with the Effective Date of this Agreement, City of Camas shall provide, and Zayo shall receive the City of Camas conduit access as more fully described in Exhibit A.

ARTICLE 4: ZAYO PROVIDES TO CITY OF CAMAS

Concurrent with the Effective Date of this Agreement, Zayo shall provide, and City of Camas shall receive the Zayo dark fiber as more fully described in Exhibit B.

ARTICLE 5: TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the Effective Date and, if not earlier terminated in accordance with the provisions herein, shall continue in effect until the latest expiration of the initial twenty (20) years ("Initial Term"). If the Provider intends to decommission, abandon or otherwise stop providing services it provides to the Accepting Party, it shall provide written notice at least one hundred eighty (180) days prior to the end of the Initial Term or a Renewal Term. The Accepting Party will have the right to take ownership of the fiber or conduit, as applicable, and begin to maintain the network.
- 5.2 Upon the final expiration of the Term, the Agreement shall immediately terminate, all rights to the use of the City of Camas conduit access and the Zayo dark fiber shall revert to the applicable Provider, and Provider shall owe the Accepting Party no further duties, obligations or consideration.
- 5.3 An Accepting Party may terminate its Service Order for convenience prior to the end of the Service Term without affecting the Provider's rights as an Accepting Party hereunder

and, in such event, (i) the Provider may continue under its Service Order until such Service Order has expired or been terminated; and (ii) the Accepting Party shall not receive any compensation for such termination.

- 5.4 Zayo may terminate, upon thirty (30) days' written notice, its Service Order to City of Camas if City of Camas terminates the Service Order provided by City of Camas to Zayo.
- 5.5 City of Camas may terminate, upon thirty (30) days' written notice, its Service Order to Zayo if Zayo terminates the Service Order provided by Zayo to City of Camas.
- 5.6 Either Party may terminate, upon thirty (30) days' written notice, this Agreement if the other Party has violated any material term of this Agreement and the defaulting Party has failed to cure such breach, all as further described and in accordance with Article 11 Default and Termination below.

ARTICLE 6 ACCESS TO CITY OF CAMAS CONDUIT ACCESS AND ZAYO DARK FIBER SYSTEM

- 6.1 City of Camas shall provide Zayo with access to the City of Camas conduit access at the Demarcation Points as further described in Exhibit A. Zayo shall be responsible for all fiber splicing of the City of Camas conduit access to the fiber of the Zayo system.
- 6.2 Zayo shall provide City of Camas with access to the Zayo dark fiber at the Demarcation Points described in Exhibit B and at additional locations to be mutually agreed between the Parties. Such access is granted for the sole purpose of installing microduct by City of Camas. City of Camas acknowledges that the Zayo dark fiber is already occupied with fibers of Zayo and Zayo customers and, accordingly, agrees to comply with the Zayo access rules as described in Exhibit C.
- 6.3 Recognizing that the Facilities comprise a portion of the Zayo System, Zayo shall have the right to supervise and control in a reasonable manner all activities concerning access to the Facilities, including but not limited to splicing and/or new City of Camas' construction for interconnection between the Facilities and any City of Camas'-owned network. Any such work respecting the Facilities by City of Camas' shall be undertaken only upon ten (10) day prior notice to Zayo, by contractors as reasonably approved by Zayo and with a Zayo

inspector present during such activities. City of Camas shall reimburse Zayo for all costs incurred in connection with such inspector.

- 6.4 Recognizing that the City of Camas conduit access is in a conduit of the Zayo Facilities, City of Camas shall have the right to supervise and control in a reasonable manner all activities concerning access to the City of Camas conduit access by Zayo, including but not limited to splicing and/or new Zayo construction for interconnection between the City of Camas conduit access and any Zayo network. Any such work respecting the City of Camas conduit access by Zayo shall be undertaken only upon ten (10) day prior notice to City of Camas, by contractors as reasonably approved by City of Camas and with an City of Camas inspector present during such activities. Zayo shall reimburse City of Camas for all costs incurred in connection with such inspector.
- 6.5 Accepting Party shall keep the Zayo dark fiber or City of Camas conduit access, as applicable, free and clear from all liens and encumbrances resulting from Accepting Party's use of the fiber. Provider has the right, but not the obligation, to pay all amounts due and discharge any lien or encumbrance, upon thirty (30) calendar days prior written notice to Accepting Party. In that event, Accepting Party shall reimburse Provider upon demand.
- 6.6 All splicing shall be done in accordance with the fiber specifications and acceptance testing as described in Exhibit D.

ARTICLE 7: ASSIGNMENT.

Neither Party may transfer or assign, voluntarily or by operation of law, this Agreement or its duties and obligations contained in this Agreement without the prior written notice to and written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, neither Party shall be required to obtain the consent of the other for (i) any corporate financing, merger or reorganization, (ii) assignment or transfer of this Agreement or the rights herein granted to any subsidiary, parent company or Affiliate, (iii) any transfer or purchase of all or substantially all of the business or assets of such Party, or (iv) any person with which or

into which such Party may merge or consolidate. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

ARTICLE 8: REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that:

- (a) The undersigned has full authority to enter into this Agreement and hereby accepts this Agreement on behalf of their companies;
- (b) It has full right and authority, including any requisite corporate authority, to perform its respective obligations under this Agreement;
- (c) The execution of this Agreement is not violative of its charter, by-laws or any law, regulation or agreement by which it is bound or to which it is subject;
- (d) No litigation or governmental proceeding is pending or threatened in writing which might have a material adverse effect on this Agreement, the transaction contemplated by this Agreement or the rights of the Parties hereunder.

ARTICLE 9: INDEMNIFICATION

Each Party shall indemnify, defend and hold harmless the other Party and its respective directors, officers, agents, employees, successors and assigns from and against all Claims sustained in any action commenced by any third party in connection with the Indemnifying Party's performance of, or failure to perform, its obligations and duties under this Agreement except for those Claims arising from the negligence or willful misconduct of the Indemnified Party; provided, however, that Provider is not obligated to indemnify the Accepting Party, and the Accepting Party shall defend and indemnify the Provider hereunder, for any Claims by any third party, including end user customers, arising from services provided by the Accepting Party that incorporate any of the services including but not limited to (a) violation of any applicable law by end user customers; (b) damage to property or personal injury (including death) arising out of the acts or omissions of end user customers; (c) termination or suspension of services of the Accepting Party or End User Customers due to an Accepting Party default; or (d) Claims by a third party, including without limitation end user customers, arising out of or related to the use or misuse of any service.

ARTICLE 10: LIMITATIONS OF LIABILITY

10.1 The Providing Party shall not be liable for loss or damage occasioned by a Force Majeure Event and to the extent allowed by law, for injury to or death of any person and for damage to or loss of any property arising out of or attributable to its operations and performance under this Agreement. The Providing Party's total liability to the other Party in connection with this Agreement for any and all causes and Claims whether based in contract, warranty, negligence or otherwise shall be limited to the lesser of (i) the actual direct damages sustained by the Accepting Party; or (ii) a provable amount which shall be no greater than the aggregate unamortized amount of the IRU fees that would have been paid by the Accepting Party to Provider for the City of Camas conduit access or Zayo dark fiber, as applicable, for which the Claim is based and at the time the Claim is made. No cause of action under any theory which accrued more than one (1) year prior to the filing of a complaint alleging such cause of action may be asserted by either Party against the other Party. The foregoing limitation of maximum liability shall not apply to (i) payment obligations due and owing by one Party to the other Party, or (iii) damages arising from the gross negligence or willful misconduct of a Party and shall not restrict either Party's right to proceed for injunctive relief.

10.2 EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 9 ABOVE AND EXCEPT FOR CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INCURRED OR SUFFERED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROVIDING PARTY MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY,

MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, AND ANY SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

ARTICLE 11: DEFAULT AND TERMINATION

The following shall constitute an event of default together with the applicable remedies:

11.1 Event of Default. Any of the following shall constitute an event of default: (a) a Party fails to cure any monetary breach within five (5) days of receiving notice of the breach from the other Party; (b) a Party fails to perform or observe any representation, warranty, covenant, condition or agreement and fails to cure such breach within thirty (30) days after written notice of such breach; (c) any representation or warranty made by a Party hereunder or in any other instrument provided to one Party by the other Party proves to be incorrect in any material respect when made; (d) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment of benefit of creditors is made by or against the Accepting Party; (e) a Party becomes insolvent or fails generally to pay its debts as they become due; or (f) a Party voluntarily or involuntarily dissolves or is dissolved or terminates or is terminated.

11.2 Remedies. In the event of a default by either Party, the non-defaulting Party shall have the right to exercise any or all of the following remedies to the extent applicable: (a) terminate this Agreement; (b) proceed to enforce the remedies of a secured party under Washington law; (c) proceed by court action to enforce performance of this Agreement and any remedy provided for herein and/or recover all damages of any default or exercise any other right or remedy available at law or in equity; and (d) disconnect and/or remove the applicable Dark Fiber and equipment. Upon any such termination, the defaulting Party shall lose the right to use the Dark Fiber. Any such termination shall in no way affect or alter the validity of this Agreement with respect to the rights granted to the non-defaulting Party hereunder and the non-defaulting Party may continue to use the Dark Fiber and avail itself of all other rights it receives pursuant to this Agreement; provided, however, that such non-defaulting Party must pay a use fee to the Provider based on current market value for a lease of similar facilities.

ARTICLE 12: NOTICES

All notices shall be in writing and shall be delivered by certified mail return receipt requested or by nationally recognized overnight delivery that provides proof of delivery. Any such notice shall be deemed effective on the date of mailing. All notices shall be addressed to the Parties as specified below:

If to City of Camas: City of Camas, Inc.
 616 NE 4th Avenue
 Camas, WA 98607
 Attention: _____
 360-834-6864

If to Zayo: Zayo Group, LLC
 1805 29th Street
 Boulder, CO 80301
 Attention: General Counsel

ARTICLE 13: GOVERNING LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Washington, without reference to its conflicts of law principles. Each Party hereby submits to the jurisdiction and venue of the courts in the State of Washington for purposes of any litigation related to the Agreement and irrevocably waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile of any Party thereto. Each Party hereby irrevocably and unconditionally waives the right to a jury trial in connection with any Claim arising out of or related to this Agreement.

ARTICLE 14: MISCELLANEOUS

14.1 Survival. Any and all provisions of this Agreement which, by their nature, would reasonably be expected to be complied with or performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Termination or expiration of this Agreement or any IRU

shall not affect the rights or obligations of either Party that have arisen before the date of such termination or expiration. Each Party's indemnification and confidentiality obligations shall survive termination or expiration of this Agreement as further described herein.

14.2 Relationship of the Parties. The relationship of the Parties is that of independent contractor and not as the agent, employee or legal representative of the other. Each Party has and hereby retains the right to exercise full control of and supervision over the performance of its obligations hereunder and full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations.

14.3. Amendment. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties.

14.4. Rules of Construction. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of the terms, provisions, or conditions of this Agreement. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the Parties or objects referred to may require. Any capitalized terms used in this Agreement but not defined herein shall have the meaning defined in the applicable Underlying Agreement. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

14.5 Severability. In the event that any term or provision of this Agreement is declared to be illegal, invalid or unconstitutional, then that provision shall be deemed to be deleted from

this Agreement and have no force or effect and this Agreement shall thereafter continue in full force and effect, as modified.

- 14.6 Waiver of Compliance.** Failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms or conditions. To the contrary, the same shall remain at all times in full force and effect.
- 14.7 Joint Work Product.** This Agreement is the joint work product of both Parties hereto, accordingly, in the event of ambiguity no presumption shall be imposed against any Party by reason of document preparation.
- 14.8 Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein by this reference as a part of this Agreement.
- 14.9 Entire Agreement.** This Agreement, including any Exhibits, contains the entire agreement between the Parties relating to the rights, duties and obligations granted and assumed herein and supersedes all prior and contemporaneous communications, understandings and agreements with respect to the subject matter hereof, whether written or oral, expressed or implied. No other agreement, statement, promise, or practice between the Parties relating to the Agreement shall be binding upon the Parties.
- 14.10 Counterparts.** This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Electronic signatures shall be treated as originals.

In confirmation of their consent and agreement to the terms and conditions contained in this Agreement and intending to be legally bound hereby, the Parties have executed this Agreement as of the date last written below (“Effective Date”).

City of Camas

By: _____

Printed Name: _____

Title: _____

Dated: _____

Zayo Group, LLC

By: _____

Printed Name: _____

Title: _____

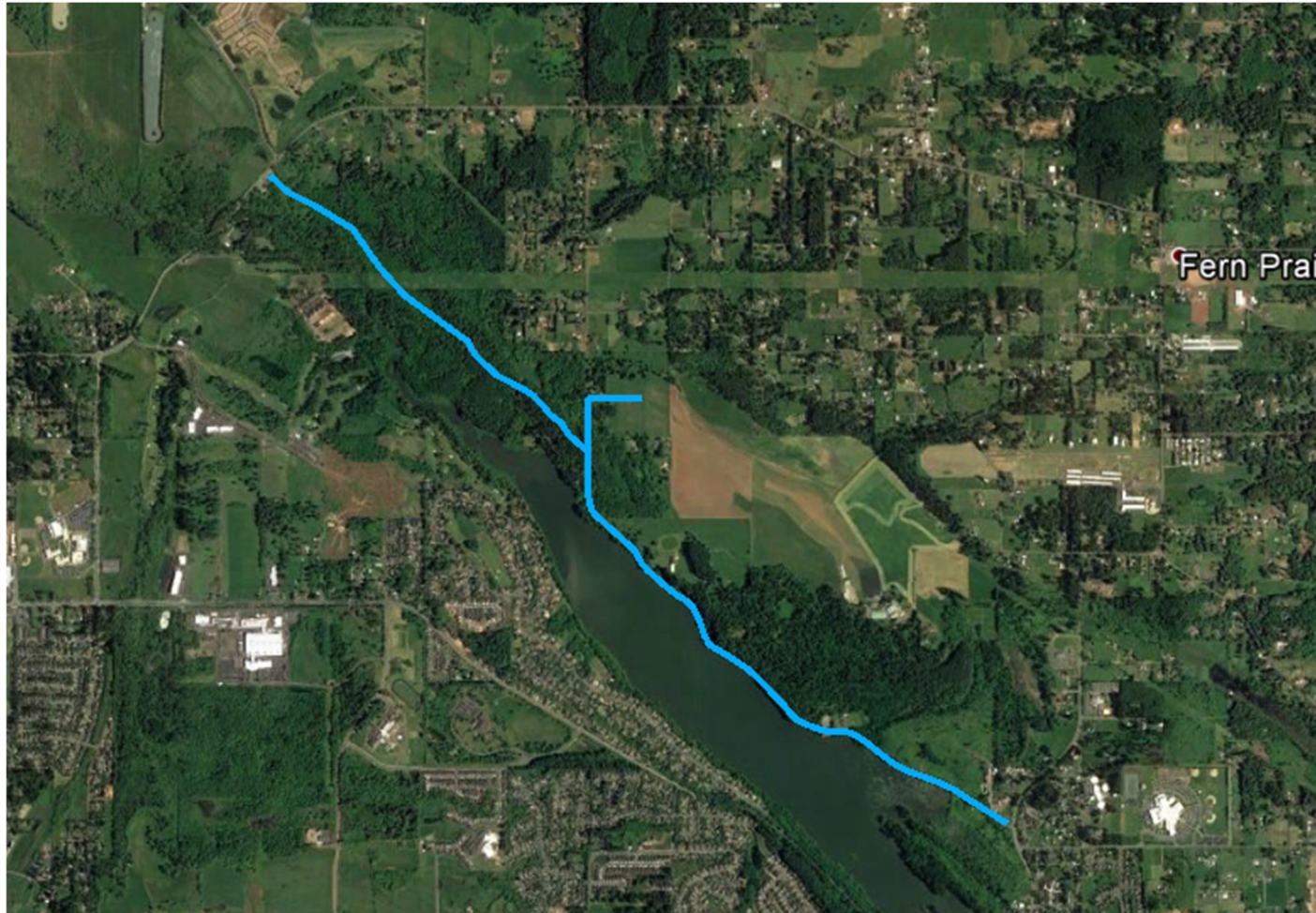
Dated: _____

Exhibit A

City of Camas Conduit Access to Zayo							
A Location	Z location	Route Miles	Existing Conduit	Fiber Miles	Monthly Access Fee	# of months	Total Access Fee
Pump Station 1	Pump Station 3	3.45	1	3.45	\$3,099	240	\$743,744

The A Location and the Z Location are the Demarcation Points for the City of Camas Conduit Access provided to Zayo. These are the splice points for connecting the City of Camas conduit access to the existing dark fiber owned by City of Camas. They are also Access Points for Zayo and City of Camas.

Zayo Renders: 6F along path below (Blue Line)



Zayo Receives: conduit access along path below (Green Line)

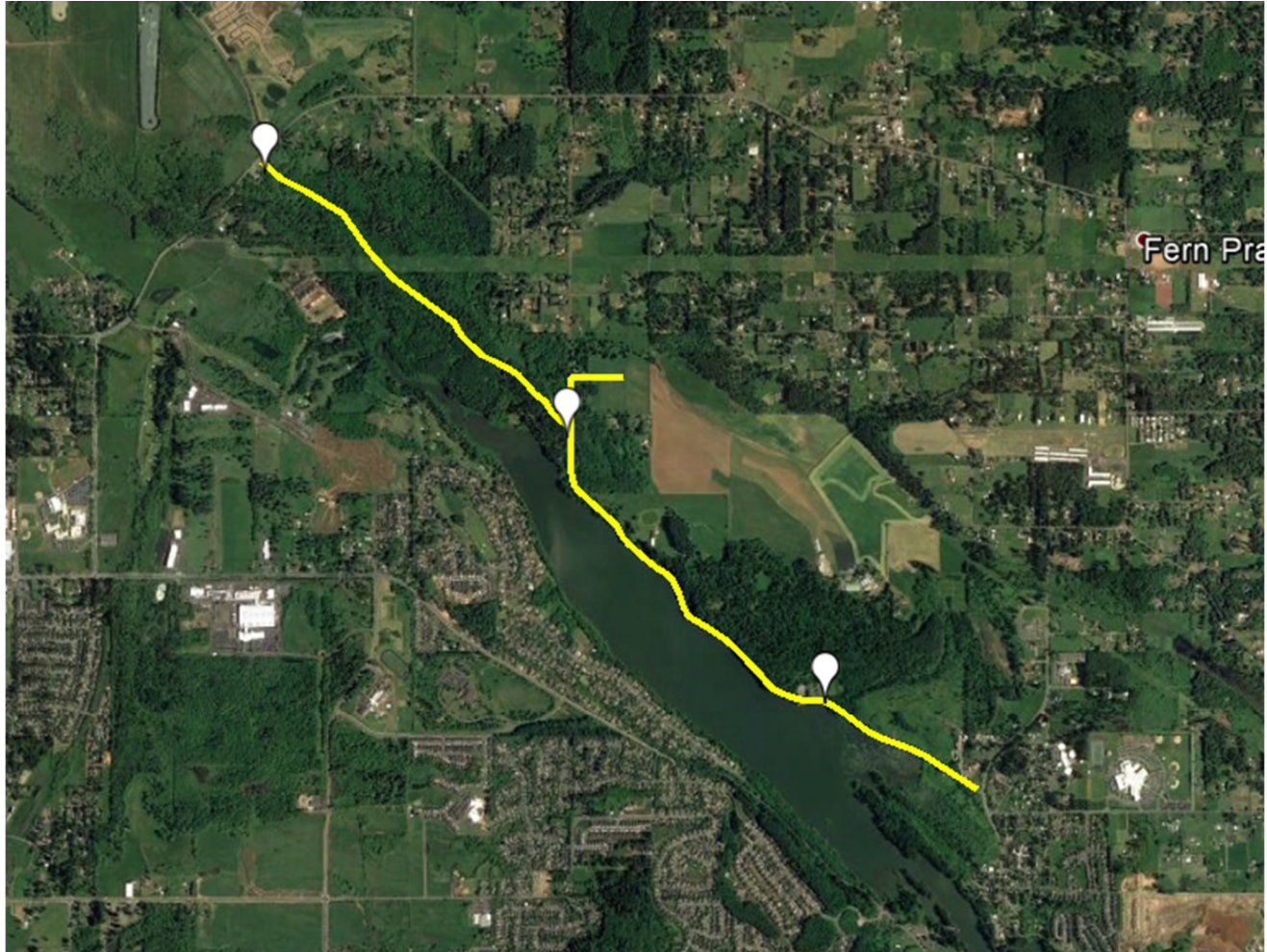


Exhibit B

Zayo Fiber to City of Camas							
A Location	Z location	Route Miles	Strands	Fiber Miles	Metro \$3000/FM	10yr IRU	O&M MRC @\$350/rm annual
Pump Station 1	Pump Station 3	3.45	6	20.7	Metro	\$719,594	\$101
		3.45		20.7	Totals	\$719,594	\$101
					O&M @ 240	\$24,150	
					Total Contract	\$743,744	

The A Location and the Z Location are the Demarcation Points for the Zayo fiber provided to City of Camas. They are also Access Points for City of Camas.

Additional Access Points along the Zayo dark fiber will be mutually agreed by City of Camas and Zayo. Each such Access Point will also be a Demarcation Point for the Zayo dark fiber connection to the City of Camas system.

Exhibit C

Access to Zayo Manholes or Handholes

When City of Camas is performing work within Zayo manholes or handholes, City of Camas covenants and agrees:

- (1) That any personnel or representative of City of Camas entering the Zayo manholes or handholes on Inyo Network's behalf shall not step on, connect anything to, or otherwise come into contact with Zayo's, or any other parties, cables or other equipment located in the manholes or handholes. Additionally, City of Camas may not, nor permit others to, rearrange, disconnect, remove, attempt to repair or otherwise tamper with any of the Facilities or equipment installed by Zayo or any other parties;
- (2) To perform or cause to be performed all work contemplated hereunder in a safe manner consistent with construction and maintenance best practices;
- (3) To comply with all lawful federal, state and municipal laws, statutes, codes, orders, rules and regulations applicable to the manholes and handholes;
- (4) To observe all reasonable rules and regulations set forth in writing by Zayo for the use of the manholes and handholes, as amended from time to time, provided that any such rules and regulations shall in no event materially interfere with City of Camas' rights under this First Amendment and in the event of a conflict between any such rules and regulations and the terms of this First Amendment, the terms of this First Amendment shall control;
- (5) To perform or cause to be performed all work contemplated hereunder in such a way as to minimize interference with the operation and use of Zayo's or any other party's facilities in the manholes or handholes;
- (6) To obtain, prior to the commencement of any work, all necessary federal, state and/or municipal permits, licenses and approvals;
- (7) Not to store cable in excess of 100' within the manholes or handholes without prior written approval from Zayo
- (8) Intercept Zayo dark fiber at all locations where City of Camas requires a splice point, by placing a new City of Camas owned manhole or handhole.
- (9) To place an identifying carrot or other label on City of Camas' fiber sheath in each manhole or handhole, and
- (10) To be financially liable for the cost of repair or replacement of any conduits, cables, equipment or any other portion of the manholes, handholes or the property of third parties that is damaged by City of Camas as a result of City of Camas performing work in or around the manholes and handholes, together with any outage credits which may have been incurred by Zayo as a result of Zayo customers losing the use of their dark fiber.

City of Camas shall have no right whatsoever to physically access the Zayo Facilities, or to maintain, repair or replace the Facilities, except as specifically described above.

Exhibit C - continued
Access to City of Camas conduit access

When Zayo is performing work with the City of Camas conduit access, Zayo covenants and agrees:

- (1) That any personnel or representative of Zayo working with the City of Camas conduit access on Zayo's behalf shall not step on, connect anything to, or otherwise come into contact with Inyo's cable located in the conduit.
- (2) To perform or cause to be performed all work contemplated hereunder in a safe manner consistent with construction and maintenance best practices;
- (3) To comply with all lawful federal, state and municipal laws, statutes, codes, orders, rules and regulations applicable to the manholes and handholes;
- (4) To observe all reasonable rules and regulations set forth in writing by City of Camas for the use of the City of Camas conduit access, as amended from time to time, provided that any such rules and regulations shall in no event materially interfere with Zayo's rights under this First Amendment and in the event of a conflict between any such rules and regulations and the terms of this First Amendment, the terms of this First Amendment shall control;
- (5) To perform or cause to be performed all work contemplated hereunder in such a way as to minimize interference with the operation and use of City of Camas cable;
- (6) To obtain, prior to the commencement of any work, all necessary federal, state and/or municipal permits, licenses and approvals;
- (7) Intercept City of Camas cable at all locations where Zayo requires a splice point, by placing a new Zayo owned manhole or handhole.
- (9) To place an identifying carrot or other label on Zayo's fiber sheath in each manhole or handhole, and
- (10) To be financially liable for the cost of repair or replacement of any conduits, cables, equipment or any other portion of the manholes, handholes or the property of third parties that is damaged by Zayo as a result of Zayo's performing work in or around the manholes and handholes, together with any outage credits which may have been incurred by City of Camas as a result of City of Camas customers losing the use of their dark fiber.

Zayo shall have no right whatsoever to physically access the City of Camas cable, or to maintain, repair or replace the cable, except as specifically described above.

Exhibit D
Fiber specifications and acceptance testing
[Terrestrial Only]

SPECIFICATIONS

The fiber optic cable shall generally be single-armored unless otherwise designated by Provider in its sole discretion.

Optical Cable with Non-Zero Dispersion –Shifted Fiber

- ♦ Attenuation at 1550 nm = 0.27 dB/km max
- ♦ Total Dispersion = 2.0 - 6.0 ps/nm-km for 1530 nm to 1565nm
4.5 – 11.2 ps/nm-km for 1565nm to 1625nm

Optical Cable with Single Mode Fiber

- ♦ Attenuation at 1310 nm = 0.40 dB/km max
- ♦ Attenuation at 1550 nm = 0.30 dB/km max
- ♦ Zero Dispersion wavelength = 1300 to 1322nm
- ♦ Dispersion slope = <.092 ps/nm²*km typical

Optical Cable with Negative Dispersion Single Mode Fiber

- ♦ Attenuation at 1550 nm = 0.27 dB/km max
- ♦ Attenuation at 1310 nm = 0.50 dB/km max
- ♦ Total Dispersion = -10.0 to -1.0 ps/(nm*km) for 1530 nm to 1605nm

ACCEPTANCE TESTING

All splicing and testing shall be performed with industry-accepted equipment. Provider shall perform two stages of testing during construction of a new fiber cable route installed pursuant to this agreement. Industry accepted Optical Time Domain Reflectometer (OTDR) and Optical Power Loss tests shall be performed.

1.1 Splicing Standards are as follows for standard single mode fiber:

After end-to-end (site-to-site) connectivity on the fibers, bi-directional span testing shall be done at both 1550nm and 1310nm. Spans in excess of 60kM shall be tested at 1550nm only, 1310nm Testing will be omitted unless specifically requested by the customer. Test results from spans in excess of 60kM will have no bearing on route or system acceptance and shall be provided as information only. These measurements must be made after the splice manholes or handholes are closed in order to check for macro-bending problems. Connectors shall be cleaned as necessary to ensure accurate measurements are taken.

Installed loss measurement at 1310nm and 1550nm shall be recorded using an industry-accepted laser source and power meter. Continuity testing shall be done on all fibers concurrently. The overall bi-directional splice loss average (calculated as the sum of splice

loss for the span divided by the number of splices) shall not exceed 0.15 dB at 1550nm and/or 0.20dB at 1310nm. No single splice event will exceed 0.3db at 1550nm.

The objective loss value of the connector and its associated splice shall be 0.50dB or less. This value does not include the insertion loss from its connection to the FDP. Connectors shall be Ultra SC-UPC with conventional single mode glass.

The end-to-end loss value as measured with an industry-accepted laser source and power meter should have an attenuation rating of less than or equal to the following:

- (1) At 1310nm: $(0.40 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.20 \text{ dB} \times \text{number of splices})$.
- (2) At 1550nm: $(0.30 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.20 \text{ dB} \times \text{number of splices})$.”

1.2 All splices shall be protected with heat shrinks. An industry-accepted non-encapsulated splice enclosure shall be used on all splices (like Alcatel WTC2, PLP Coyote, Lucent 2600, 3M 2178, Tyco 450-D or Windsor.)

1.3 The entire fiber optic system shall be properly protected from foreign voltage and grounded with an industry-accepted system.

Exhibit E
Form of Completion Notice

{Current Date}

Company Name

Addressee

Street Address

City, State and Zip

Re: *Contract Identifier*

Dear Sir or Madam:

This letter is your Completion Notice that the Dark Fiber described in the contract titled above has been installed and completed. Test results have been delivered to {_____}.

Please sign below indicating your acceptance and return this document to the address noted above. Per the Agreement, if we do not receive your acceptance signature then the default acceptance is assumed on *{current date plus 2 days}*.

If you should have an operational issue; please contact our operations center at _____. Should you have any questions regarding this notice, please contact the undersigned at _____.

Best regards,

Accepted by:

Name: _____

Title: _____

Date: _____



Staff Report

August 12, 2019 Council Regular Meeting

2019 Police Department Flooring Replacement Project

Staff Contact	Phone	Email
Denis Ryan, PW Operations Supervisor	360.817.1563	dryan@cityofcamas.us

SUMMARY: The Camas Police Department at 22 years old is in need of having the original flooring replaced. Areas of high traffic are beginning to wear through, tile seams are starting to show with gaps beginning to appear. The existing floor tile and pattern are no longer produced.

Staff has selected Floor Solutions, LLC to move furniture, remove existing flooring and baseboard, prep surface, and install nearly 9,000 square feet of new flooring and baseboard for the amount of \$107,644.67. Because of the size and use of the police facility, scheduling and work will be done to minimize impacts on operations.

BUDGET IMPACT: As part of the 2019 Capital Budget \$100,000 was allocated for major building maintenance. Because of unforeseen major repairs to other facilities, currently the remaining budget is \$50,597.89. If Council awards this bid it acknowledges the additional \$57,046.78 needed in the Fall Omnibus to complete this project.

RECOMMENDED ACTION: It is the recommendation of staff that this project be authorized.

Floor Solutions, LLC - Installation

2121 N.W. Front Avenue
 Portland OR 97209
 503 295 2070 503 219 8655

Quote #

90449

Customer PO

Contract #

Date

6/3/2019

Sales Person1

JASON BEAM

Sales Person2

Acct # 3898
 For: **Fax**

CITY OF CAMAS
1620 SE 8TH AVE
CAMAS, WA 98607

Ship To:

CITY OF CAMAS POLICE STATION HQ
1620 SE 8TH AVE
CAMAS, WA 98607

General Information / Description

Total

\$31,236.22

SHAW 24" CARPET TILE
 -STYLE: DIFFUSE
 -COLOR: MAGNETIC FIELDS
 -810 S/Y

INCLUDES ADHESIVE AND FREIGHT

\$8,100.00

LABOR TO INSTALL CARPET TILE
 -810 S/Y

\$16,813.95

SHAW 18.5" X 24" LVT
 -STYLE: CONCRETE
 -COLOR: FORGED CONCRETE
 -2280 S/F

INCLUDES ADHESIVE AND FREIGHT

\$8,550.00

LABOR TO INSTALL LVT
 -2280 S/F

\$2,297.28

4" WALL BASE AND REDUCERS
 -2160 L/F OF WALL BASE
 -96 L/F OF REDUCER

\$3,729.60

LABOR TO INSTALL WALL BASE AND REDUCERS
 -2160 L/F OF WALL BASE
 -96 L/F OF REDUCER

\$6,093.75

DEMO/DISPOSAL OF EXISTING FLOORING
 -975 S/Y

\$5,982.40

MINOR FLOOR PREP FOR CARPET AND LVT
 -8774 S/F

General Information / Description	Total
LIFT SYSTEM FOR SYSTEMS-FURNITURE	\$562.50
MOVING FEES	\$15,937.50
ALL PRICING IS REFLECTIVE OF PREVAILING WAGE REQUIREMENTS AND INCLUDES WA STATE INTENTS/AFFIDAVITS	
ALL PRICING IS BASED ON REGULAR WORKING HOURS (NO OT OR AFTER HOURS)	
PRICING IS REFLECTIVE OF SOURCEWELL CONTRACT 121715	

Total	
Contract Total	\$99,303.20
Sales Tax	\$8,341.47
Grand Total	\$107,644.67
Deposit	Date Ck #

We will furnish the listed materials and perform the labor (if applicable) required for installation. Floor prep (other than minor), overtime, furniture moving, post installation cleaning, waxing or material protection, and removal of existing flooring are not included unless specifically noted above and could result in additional charges. Purchase of the materials and their installation are subject to credit approval by Floor Solutions, LLC upon your acceptance of this proposal.

Buyer _____ Date _____ Seller _____ Date _____

TASK ORDER NO. 2

CITY OF CAMAS

AND

CAROLLO ENGINEERS, INC.

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the ____ day of July 2019, in connection with Project No. 1008:

SLOW SAND WATER TREATMENT PLANT CORROSION CONTROL IMPROVEMENTS FACILITY DESIGN AND CONSTRUCTION PROJECT CONSTRUCTION CONTRACT MANAGEMENT

INTRODUCTION

In 2014, the City of Camas replaced their pressure filter surface water treatment plant with the new Slow Sand Filter Water Treatment Plant (SSF WTP), which provides seasonal supply of water to the City's 542 pressure zone. The SSF WTP will be operated from November 1st through May 15th, with peak demands expected in winter. Corrosion control treatment is required as the City exceeded the copper action level in the 1990s and Lead and Copper Rule (LCR) regulatory requirements do not allow the discontinuation of corrosion control once treatment is initiated.

PURPOSE

The purpose of this project is to implement contract management for construction of the improvements detailed in design contract documents *SS WTP Corrosion Control Facility* (June 2019). These design elements were based on recommendations provided in the *Final Corrosion Control Treatment Recommendations Memo* (Confluence Engineer Group; July, 2018) to achieve desired pH and alkalinity targets at the SSF WTP, for continued compliance with the LCR.

OBJECTIVES

The objective of this Task Order is to establish the scope and level of effort of Construction Contract Management services during construction of the SSF WTP Corrosion Control Facility Design and Construction Project.

SCOPE OF WORK

General Assumptions

- Carollo Engineers, Inc. are referred to as "ENGINEER" in this document.
- The City of Camas and its staff are referred to as "OWNER" in this document.
- THIRD PARTIES: The services to be performed by the ENGINEER are intended solely for the benefit of the OWNER. No person or entity not a signatory to this Agreement shall be entitled to

rely on the ENGINEER's performance of its services hereunder, and no right to assert a claim against the ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the ENGINEER's services hereunder.

TASK 400 – CONSTRUCTION SERVICES

The work to be completed under this task was included in Task Order No. 1. However, approximately 40 hours of engineering time associated with this task were utilized during detailed design to accommodate the design of upsizing the project power distribution system. The purpose of this additional scope is to return the budget for these hours to this Task.

TASK 600 – CONSTRUCTION CONTRACT MANAGEMENT SERVICES

The purpose of this Task is to provide Construction Contract Management services during the construction of the SSF WTP Corrosion Control Facility Design and Construction Project. The ENGINEER will work in collaboration with the OWNER to execute the design intent, as follows:

Construction Contract Management (CM): The ENGINEER shall provide support and consultation to the OWNER throughout the construction period, as outlined in the following tasks:

- 1) Establish and manage, throughout the duration of the construction phase of the project, an electronic Document Control System (DCS). The DCS will be used to:
 - a) Manage Requests for Information (RFIs), submittals, Pay Estimates, and Design Clarifications.
 - b) Upload the contract documents, meeting minutes, daily construction reports, third party inspection documents, startup documentation, construction photos, and other miscellaneous documentation.
- 2) Conduct Pre-Construction Conference.
- 3) Review Contractor's Schedule of Values (SOV) and Schedule.
- 4) Review Change Order (CO) requests from CONTRACTOR and issue Change Order documentation, if necessary.
- 5) Provide periodic site visits to conduct construction meetings (when required) and/or provide field services, including construction observation and resolving field issues.

Deliverables:

- a. Pre-construction agenda and meeting minutes.
- b. Inspection reports for each day on-site
- c. Use of the EADOC system.
- d. Pay app reviews
- e. Comments on SOV and schedule
- f. Comments on CO requests

Assumptions:

- 1) EADOCs will be used for the DCS. Associated usage fees are included as a direct cost.
- 2) Contract completion time is six months from Notice to Proceed to Substantial Completion.
- 3) Review of three Change Order requests from Contractor.
- 4) Develop two Change Orders for implementation by the OWNER.
- 5) Assume eight site visits (four hours each) to conduct construction meeting and/or provide field services. When feasible meeting and field service site visits will be combined.

- 6) OWNER will provide and pay for Special Inspection Services, Materials Testing, and Electrical Inspection.
- 7) A \$1000 allowance is included for printing costs, which may include submittal and contract documents.

TIME OF PERFORMANCE

The scope of services provided herein is anticipated to be completed in approximately six months following formal Notice to Proceed (NTP). Construction duration may impact time and cost of performance based on construction contractor progress outside of the ENGINEER's control.

PAYMENT

ENGINEER will invoice OWNER on a monthly basis with percent complete for each of the tasks. Compensation will be based on the attached fee schedule (EXHIBIT A) and level of effort:

EFFECTIVE DATE

This Task Order No. 2 is effective as of the ____ day of July 2019.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. 1 evidencing its issuance by OWNER and acceptance by ENGINEER.

CITY OF CAMAS

CAROLLO ENGINEERS, INC

Accepted this ____ day of July 2019

By: _____

By: _____

Jude Grounds, P.E.
Vice President

By: _____

City of Camas
Slow Sand Filtration Facility Construction Management Services
Carollo Engineers Fee Proposal
2019



Task Description	Lead Project Professional \$195.00	Project Professional \$180.00	EADOC's Setup \$140.00	Document Processor \$100.00	Carollo Total Hours	Carollo Labor Cost	ODCs		TOTAL
							Travel / Direct Cost	PECE \$12.00	
400 Construction Services									
Submittal Review		40			40	\$ 7,200	\$ -	\$ 480	\$ 7,680
Task 400 SUBTOTAL	0	40	0	0	40	\$ 7,200	\$ -	\$ 480	\$ 7,680
600 Construction Management Services									
Document Control System (EADOCs)	2		6	4	12	\$ 1,630	\$ 1,000	\$ 144	\$ 2,774
Conduct Pre-Construction Conference	8			2	10	\$ 1,760	\$ 80	\$ 120	\$ 1,960
Review Contractor's Schedule of Values and Schedule	4	2			6	\$ 1,140	\$ -	\$ 72	\$ 1,212
Review Change Order requests and prepare Change Documentation when necessary	12	2			14	\$ 2,700	\$ -	\$ 168	\$ 2,868
Conduct Site visits to conduct constuction meeting and/or provide inspection services	32				32	\$ 6,240	\$ 640	\$ 384	\$ 7,264
Task 600 SUBTOTAL	58	4	6	6	74	\$ 13,470	\$ 1,720	\$ 888	\$ 16,078

Total \$ 23,758

EXHIBIT A
SCOPE OF WORK
CITY OF CAMAS
INFILTRATION AND INFLOW FOLLOWUP STUDY

This exhibit describes a scope of work for completing an infiltration and inflow (I/I) follow-up study for the City of Camas (City) wastewater collection system. This study is intended to address the requirements shown in **bold, underlined** font in Section S4.E from the City's NPDES permit shown below:

S4.E. Infiltration and Inflow Evaluation

1. *The Permittee must conduct a study of inflow sources. The study must be submitted by May 15, 2016:*
 - *Quantify the level of inflow from each collection system basin or sub-basin in order to identify areas exceeding a peak day to monthly average peaking factor of 3.4:1 during the design rainfall event.*
 - *Determine the inflow related actions and projects necessary to reduce inflow in each identified sub-basin.*
 - *Describe policies and practices for removing inflow sources. Address both sewer customers and the public collection system. Include policies which consider where stormwater conveyance systems both are and aren't available and describe ordinance provisions necessary to effectively reduce inflow.*
 - *Estimate the cost for each major project.*
 - *Prioritize the list of projects to most cost effectively reduce the level of inflow to a peaking factor of 3.4:1 or less.*
 - *Propose a schedule for completing the inflow related actions and projects within the shortest feasible time frames.*
2. *Inflow Project List and Schedule. The Permittee shall implement the inflow strategy of its October 21, 2014, proposal. This includes completing initial and **follow-up studies of inflow sources in years one and five of the permit**, and accomplishing inflow*

specific projects commensurate with the funding levels proposed for years 2 - 4 of the permit.

Gray & Osborne completed the first I/I Study required in the permit in 2016. The 2016 I/I Study included the following elements:

- Flow Monitoring
- Pump Station Run Time Assessment
- Television Inspection
- Smoke Testing
- Physical Inspection

The 2016 I/I Study identified a number of infiltration and inflow sources, including cross connections with the storm system, manholes, area drains, and roofs as well as leaking, deteriorated sewer mains along Everett Street, Franklin Street, and the Mill Ditch. The City has completed projects to address many of the identified sources.

Per information from the City, Ecology has indicated that the I/I Follow-Up Study should include the following information:

- Reevaluation of current I/I, per EPA criteria, and comparison with findings in the 2016 I/I Study with a focus on inflow.
- Quantification of I/I-related peaking factors and comparison with the 2016 I/I Study.
- Summarize the I/I mitigation efforts to date and their impacts.
- Describe positive impacts that any I/I reductions have had/will have on the plant. For example, if peaking factors have been reduced, evaluate and document any plant capacity recovery and how that could translate to delaying capacity-related plant upgrade projects.

The proposed scope of work is described below.

PROPOSED SCOPE OF WORK

Task 1 – Flow Monitoring Plan

- A. Review and summarize pump station run time data for 24 pump stations.
- B. Review and summarize City wastewater treatment facility (WWTF) influent flow and rainfall records for the period of 2015 to 2019.
- C. Develop a Flow Metering Plan – A brief memorandum summarizing the review of pump station run time data and WWTF flow and precipitation

records. Consider the magnitude and return interval for storms and their impact on flows. Provide recommendations for flow metering locations and durations. (In general, the intent is to monitor flows in the same or similar locations as for the 2016 I/I Study; however, more (or less) time may be needed to capture storms of similar intensity as for the 2016 I/I Study.)

- D. Incorporate City comments and finalize Flow Metering Plan.

Task 2 – Flow Monitoring

- A. Procure, manage, and install nine flow meters per the Flow Metering Plan. Measure and document 3 months of wet weather flows. Assume City supplies one portable flow meter and Gray & Osborne leases eight others as needed.
- B. Move meters up to four times during the 3-month period.
- C. Monitor flow meter readings semiweekly. Compare to WWTF influent flow records and precipitation data for the same periods.
- D. Remove and clean flow meters.

Task 3 – Infiltration and Inflow Follow-Up Report

- A. Summarize previous identification of I/I sources and quantities, including those identified in the 2016 I/I Study, and their impacts.
- B. Document efforts to remove I/I completed since the 2016 I/I Study and their impacts.
- C. Evaluate and quantify I/I based on run time data, WWTF flow records, and new flow monitoring conducted. Compare to that identified in the 2016 I/I Study.
- D. Reevaluate current I/I, per EPA criteria, and comparison with findings in the 2016 I/I Study with a focus on inflow.
- E. Quantification of I/I-related peaking factors and comparison with 2016 I/I Study.
- F. Describe impacts that I/I reductions have had/will have on the plant. For example, if peaking factors have been reduced, evaluate and document any plant capacity recovery and how that could translate to delaying capacity-related plant upgrade projects.

- G. Provide recommendations for additional I/I removal.
- H. Submit initial draft report to City.
- I. Review City comments and submit final report to Ecology incorporating City comments.
- J. Review Ecology comments and submit final report incorporating Ecology comments (maximum of one round of revisions to incorporate Ecology comments is included).

Task 4 – Meetings

- A. Attend one meeting to discuss the Flow Metering Plan and one additional meeting to discuss the City's comments on the draft Infiltration and Inflow Follow-Up Report.

Task 5 – Project Management/Quality Assurance/Quality Control

- A. Provide project management throughout, and QA/QC review and key intervals for the project.

ASSUMPTIONS

- A. The City will monitor pump station run time from 2019 to 2020 and provide that data to Gray & Osborne. Gray & Osborne will identify key pump stations that should be monitored every day or every other day during peak storm periods (due to the requirement in the NPDES to identify *peak day to monthly average peaking factor of 3.4:1 during the design rainfall event.*)
- B. The City will provide one field crew member to assist with flow meter insertion/removal.
- C. It is assumed that, as in the 2016 I/I Study, it is not necessary to quantify flow in every subbasin, and that monitoring flow in basins identical or similar to that conducted for the 2016 I/I Study will be sufficient.

SCHEDULE

Flow Monitoring Plan	September 2019
Flow Monitoring	November 2019 through January 2020
Draft Report	March 15, 2020
Final Report	April 10, 2020

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Camas - Infiltration and Inflow Study

Tasks	Project Manager Hours	Project Engineer Hours	Civil Engineer Hours	Engineering Technician Hours
1 Flow Monitoring Plan				
A Review and Summarize Run Time Data		2	4	
B Review and Summarize WWTF and Precipitation Data		2	4	
C Develop a Flow Metering Plan	4	8	8	12
D Finalize Flow Metering Plan	2	2		2
2 Flow Monitoring				
A Procure, Manage, and Install 9 Flow Meters	2	24	20	
B Move Flow Meters		32	32	
C Monitor Flow Meters	4	6	24	
D Remove and Clean Flow Meters		12	12	
3 Infiltration and Inflow Follow-Up Report				
A Summarize Previous Identification of I/I Sources, Quantities, and Impacts	2	2	4	8
B Document Efforts to Remove I/I	2	2	4	8
C Evaluate and Quantify I/I	4	12	8	
D Reevaluate Current I/I per EPA Criteria	4	4	2	
E Quantify I/I-Related Peaking Factors and Comparison with 2016 I/I Study	2	4	2	
F Describe Impacts that I/I Reductions Will Have/Have Had on the WWTP and Collection System	8	4	4	
G Provide Recommendations for Additional I/I Removal	6	4	4	
H Submit Initial Draft Report to City	8	40	32	40
I Review City Comments and Submit Final Report to Ecology Incorporating City Comments	4	8	8	8
J Review Ecology Comments and Submit Final Report Incorporating Ecology Comments	2	8	8	8
4 Meetings				
A Attend 2 Meetings	12	6		
5 Project Management/Quality Assurance/Quality Control				
A Provide Project Management and QA/QC	12	6		
Hour Estimate:	78	188	180	86
Fully Burdened Billing Rate Range:*	\$119 to \$200	\$119 to \$148	\$93 to \$135	\$50 to \$132
Estimated Fully Burdened Billing Rate:*	\$165	\$135	\$100	\$90
Fully Burdened Labor Cost:	\$12,870	\$25,380	\$18,000	\$7,740

Total Fully Burdened Labor Cost: \$ 63,990

Direct Non-Salary Cost:

Mileage & Expenses (mileage @ current IRS rate) \$ 1,100

Printing \$ 340

Equipment Rental:

Flow Meters (8 each for 3 months) \$ 23,880

TOTAL ESTIMATED COST: \$ 89,310

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



I, James E. Carothers, hereby certify
that these bid tabulations are correct.

James E. Carothers
James E. Carothers, PE Date
Engineering Manager

PROJECT NO. S-587 DESCRIPTION: NW BRADY ROAD IMPROVEMENTS				Engineer's Estimate: \$6,321,500 original \$6,357,371 revised		Rotschy, Inc. 9210 NE 62nd Avenue Vancouver, WA 98665		Thompson Bros. Excavating, Inc. 18211 NE Fourth Plain Road Vancouver, WA 98682		Tapani, Inc. 1904 SE 6th Place/PO Box 1900 Battle Ground, WA 98604	
DATE OF BID OPENING:		Ent. By									
August 13, 2019, at 10:00 AM		RLS				360.334.3100		360.254.7056		360.687.1148	
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
SCHEDULE A (NON-TAXABLE ITEMS)											
1	Mobilization	LS	1.00	\$462,000.00	\$462,000.00	\$542,073.00	\$542,073.00	\$250,000.00	\$250,000.00	\$597,600.00	\$597,600.00
2	Project Documentation	LS	1.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
3	Minor Change	EST	1.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
4	Joint Utility Trench Schedule Bonus	EST	1.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
5	SPCC Plan	LS	1.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
6	Construction Staging and Access Plan	LS	1.00	\$5,000.00	\$5,000.00	\$22,000.00	\$22,000.00	\$60,000.00	\$60,000.00	\$1,000.00	\$1,000.00
7	Project Temporary Traffic Control	LS	1.00	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00	\$40,000.00	\$40,000.00	\$15,000.00	\$15,000.00
8	Traffic Control Supervisor	LS	1.00	\$24,000.00	\$24,000.00	\$20,000.00	\$20,000.00	\$45,000.00	\$45,000.00	\$15,000.00	\$15,000.00
9	Portable Changeable Message Sign	LS	1.00	\$35,000.00	\$35,000.00	\$18,000.00	\$18,000.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00
10	Flaggers	HR	2,800.00	\$60.00	\$168,000.00	\$35.00	\$98,000.00	\$56.00	\$156,800.00	\$60.00	\$168,000.00
11	Clearing and Grubbing	LS	1.00	\$85,000.00	\$85,000.00	\$75,000.00	\$75,000.00	\$25,000.00	\$25,000.00	\$75,000.00	\$75,000.00
12	Roadside Cleanup	EST	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
13	Removal of Structures and Obstructions	LS	1.00	\$11,500.00	\$11,500.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00
14	Remove and Reset Existing Fence	LF	160.00	\$10.00	\$1,600.00	\$24.00	\$3,840.00	\$40.00	\$6,400.00	\$25.00	\$4,000.00
15	Decommission Monitoring Well	EA	2.00	\$1,000.00	\$2,000.00	\$2,500.00	\$5,000.00	\$4,500.00	\$9,000.00	\$1,000.00	\$2,000.00
16	Roadway Excavation Incl. Haul	CY	4,710.00	\$20.00	\$94,200.00	\$28.00	\$131,880.00	\$18.50	\$87,135.00	\$25.00	\$117,750.00
17	Pond Excavation Incl. Haul	CY	8,530.00	\$20.00	\$170,600.00	\$15.00	\$127,950.00	\$18.40	\$156,952.00	\$11.00	\$93,830.00
18	Select Borrow Incl. Haul	TON	11,000.00	\$22.00	\$242,000.00	\$11.00	\$121,000.00	\$21.25	\$233,750.00	\$18.00	\$198,000.00
19	Unsuitable Foundation Excavation Incl. Haul	CY	100.00	\$25.00	\$2,500.00	\$30.00	\$3,000.00	\$40.00	\$4,000.00	\$25.00	\$2,500.00
20	Construction Geotextile for Separation	SY	2,500.00	\$1.00	\$2,500.00	\$1.50	\$3,750.00	\$1.25	\$3,125.00	\$2.50	\$6,250.00
21	Cement Amended Subgrade	SY	11,550.00	\$3.50	\$40,425.00	\$3.00	\$34,650.00	\$2.40	\$27,720.00	\$3.50	\$40,425.00
22	Cement for CAS	TON	380.00	\$140.00	\$53,200.00	\$148.00	\$56,240.00	\$150.00	\$57,000.00	\$160.00	\$60,800.00
23	Crushed Surfacing Base Course	TON	7,840.00	\$35.00	\$274,400.00	\$31.00	\$243,040.00	\$29.25	\$229,320.00	\$30.00	\$235,200.00
24	Removal of Temporary Shoofly	LF	2,160.00	\$30.00	\$64,800.00	\$9.00	\$19,440.00	\$40.00	\$86,400.00	\$9.00	\$19,440.00
25	HMA CL 1/2 In. PG 64-22	TON	6,030.00	\$100.00	\$603,000.00	\$94.00	\$566,820.00	\$91.00	\$548,730.00	\$83.00	\$500,490.00
26	Job Mix Compliance Price Adjustment	CALC	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
27	Compaction Price Adjustment	CALC	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
28	Planing Bituminous Pavement	SY	2,450.00	\$3.00	\$7,350.00	\$3.50	\$8,575.00	\$4.50	\$11,025.00	\$6.00	\$14,700.00
29	Temporary Conc. Barrier	LF	1,700.00	\$40.00	\$68,000.00	\$41.00	\$69,700.00	\$19.00	\$32,300.00	\$25.00	\$42,500.00
30	Gravity Block Wall	SF	7,910.00	\$45.00	\$355,950.00	\$39.00	\$308,490.00	\$43.00	\$340,130.00	\$50.00	\$395,500.00
31	Corrugated Polyethylene Storm Sewer Pipe 8 In. Diam.	LF	480.00	\$40.00	\$19,200.00	\$45.00	\$21,600.00	\$70.00	\$33,600.00	\$76.00	\$36,480.00
32	Corrugated Polyethylene Storm Sewer Pipe 10 In. Diam.	LF	1,200.00	\$45.00	\$54,000.00	\$73.00	\$87,600.00	\$93.00	\$111,600.00	\$94.00	\$112,800.00
33	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam.	LF	3,500.00	\$50.00	\$175,000.00	\$57.00	\$199,500.00	\$95.00	\$332,500.00	\$95.00	\$332,500.00
34	Corrugated Polyethylene Storm Sewer Pipe 18 In. Diam.	LF	600.00	\$65.00	\$39,000.00	\$87.00	\$52,200.00	\$99.00	\$59,400.00	\$145.00	\$87,000.00
35	Corrugated Polyethylene Storm Sewer Pipe 24 In. Diam.	LF	270.00	\$85.00	\$22,950.00	\$94.00	\$25,380.00	\$105.00	\$28,350.00	\$107.00	\$28,890.00
36	Corrugated Polyethylene Storm Sewer Pipe 36 In. Diam.	LF	220.00	\$130.00	\$28,600.00	\$175.00	\$38,500.00	\$120.00	\$26,400.00	\$155.00	\$34,100.00
37	Ductile Iron Storm Sewer Pipe, 18 In. Diam.	LF	70.00	\$100.00	\$7,000.00	\$110.00	\$7,700.00	\$130.00	\$9,100.00	\$168.00	\$11,760.00
38	Trench Safety System	LF	4,600.00	\$1.50	\$6,900.00	\$1.00	\$4,600.00	\$1.00	\$4,600.00	\$3.00	\$13,800.00
39	Slotted Drain	LF	230.00	\$100.00	\$23,000.00	\$140.00	\$32,200.00	\$95.00	\$21,850.00	\$100.00	\$23,000.00
40	Slotted Drain In-Line Catch Basin	EA	14.00	\$750.00	\$10,500.00	\$475.00	\$6,650.00	\$400.00	\$5,600.00	\$900.00	\$12,600.00
41	Two-Way Storm Cleanout	EA	7.00	\$1,200.00	\$8,400.00	\$950.00	\$6,650.00	\$1,100.00	\$7,700.00	\$700.00	\$4,900.00
42	Connection to Extg Storm Pipe	EA	1.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$4,100.00	\$4,100.00
43	Adjust Manhole	EA	2.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$800.00	\$1,600.00	\$330.00	\$660.00
44	Manhole 48 In. Diam. Type 1	EA	20.00	\$4,000.00	\$80,000.00	\$4,000.00	\$80,000.00	\$2,400.00	\$48,000.00	\$4,800.00	\$96,000.00
45	Manhole 48 In. Diam. Type 3	EA	10.00	\$4,250.00	\$42,500.00	\$3,900.00	\$39,000.00	\$2,500.00	\$25,000.00	\$4,600.00	\$46,000.00
46	Manhole 60 In. Diam. Type 1	EA	2.00	\$5,000.00	\$10,000.00	\$4,850.00	\$9,700.00	\$5,300.00	\$10,600.00	\$8,900.00	\$17,800.00
47	Manhole 60 In. Diam. Type 3	EA	1.00	\$5,250.00	\$5,250.00	\$4,700.00	\$4,700.00	\$5,400.00	\$5,400.00	\$7,800.00	\$7,800.00
48	Flow Control Manhole	EA	2.00	\$6,000.00	\$12,000.00	\$19,000.00	\$38,000.00	\$6,500.00	\$13,000.00	\$30,000.00	\$60,000.00
49	Combination Curb Inlet	EA	29.00	\$2,500.00	\$72,500.00	\$2,200.00	\$63,800.00	\$1,800.00	\$52,200.00	\$2,300.00	\$66,700.00
50	Catch Basin, PVC	EA	8.00	\$1,900.00	\$15,200.00	\$2,650.00	\$21,200.00	\$600.00	\$4,800.00	\$3,100.00	\$24,800.00
51	Ditch Inlet	EA	8.00	\$2,000.00	\$16,000.00	\$2,400.00	\$19,200.00	\$1,600.00	\$12,800.00	\$2,200.00	\$17,600.00
52	Removal and Replacement of Unsuitable Material - Stormwater	CY	30.00	\$30.00	\$900.00	\$110.00	\$3,300.00	\$100.00	\$3,000.00	\$80.00	\$2,400.00
53	Water Quality Structure	EA	1.00	\$63,000.00	\$63,000.00	\$75,000.00	\$75,000.00	\$			

PROJECT NO. S-587 DESCRIPTION: NW BRADY ROAD IMPROVEMENTS				Engineer's Estimate: \$6,321,500 original \$6,357,371 revised		Rotschy, Inc. 9210 NE 62nd Avenue Vancouver, WA 98665 360.334.3100		Thompson Bros. Excavating, Inc. 18211 NE Fourth Plain Road Vancouver, WA 98682 360.254.7056		Tapani, Inc. 1904 SE 6th Place/PO Box 1900 Battle Ground, WA 98604 360.687.1148	
DATE OF BID OPENING: August 13, 2019, at 10:00 AM				Ent. By RLS							
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL

SCHEDULE B (TAXABLE ITEMS)

112	Adjust Sanitary Sewer Cleanout	EA	14.00	\$750.00	\$10,500.00	\$175.00	\$2,450.00	\$300.00	\$4,200.00	\$260.00	\$3,640.00
113	Temporary Sanitary Sewer Cleanout	EA	4.00	\$1,000.00	\$4,000.00	\$550.00	\$2,200.00	\$500.00	\$2,000.00	\$350.00	\$1,400.00
114	PVC Sanitary Sewer Pipe 6 In. Diam.	LF	140.00	\$40.00	\$5,600.00	\$67.00	\$9,380.00	\$97.00	\$13,580.00	\$80.00	\$11,200.00
115	Connection to Existing Sanitary STEP Main	EA	4.00	\$2,500.00	\$10,000.00	\$7,500.00	\$30,000.00	\$1,500.00	\$6,000.00	\$3,000.00	\$12,000.00
116	Adjust Valve Box	EA	6.00	\$600.00	\$3,600.00	\$100.00	\$600.00	\$400.00	\$2,400.00	\$120.00	\$720.00
117	Adjust Water Meter and Box	EA	3.00	\$1,000.00	\$3,000.00	\$350.00	\$1,050.00	\$200.00	\$600.00	\$270.00	\$810.00
118	Relocate Existing Water Meter	EA	1.00	\$1,200.00	\$1,200.00	\$1,800.00	\$1,800.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00
119	Blowoff Assembly	EA	4.00	\$5,000.00	\$20,000.00	\$4,000.00	\$16,000.00	\$2,800.00	\$11,200.00	\$1,700.00	\$6,800.00
120	Low Point Blowoff	EA	1.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$3,000.00	\$3,000.00	\$4,300.00	\$4,300.00
121	Hydrant Assembly	EA	2.00	\$6,000.00	\$12,000.00	\$4,500.00	\$9,000.00	\$6,000.00	\$12,000.00	\$5,600.00	\$11,200.00
122	Moving Existing Hydrant	EA	1.00	\$4,000.00	\$4,000.00	\$1,600.00	\$1,600.00	\$4,000.00	\$4,000.00	\$1,400.00	\$1,400.00
123	Tapping Sleeve and Valve Assembly 8 In.	EA	2.00	\$3,000.00	\$6,000.00	\$5,500.00	\$11,000.00	\$4,000.00	\$8,000.00	\$8,200.00	\$16,400.00
124	Gate Valve 8 In.	EA	2.00	\$2,500.00	\$5,000.00	\$1,800.00	\$3,600.00	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00
124A	Butterfly Valve 12 In.	EA	1.00	\$3,000.00	\$3,000.00	\$2,200.00	\$2,200.00	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00
125	Butterfly Valve 16 In.	EA	3.00	\$5,500.00	\$16,500.00	\$3,700.00	\$11,100.00	\$8,000.00	\$24,000.00	\$5,300.00	\$15,900.00
126	Butterfly Valve 18 In.	EA	1.00	\$6,000.00	\$6,000.00	\$4,700.00	\$4,700.00	\$8,000.00	\$8,000.00	\$6,600.00	\$6,600.00
127	Butterfly Valve 18 In. - Retrofit	EA	1.00	\$80,000.00	\$80,000.00	\$40,000.00	\$40,000.00	\$6,000.00	\$6,000.00	\$20,000.00	\$20,000.00
128	Ductile Iron Pipe For Water Main 8 In. Diam.	LF	109.00	\$90.00	\$9,810.00	\$110.00	\$11,990.00	\$98.00	\$10,682.00	\$80.00	\$8,720.00
128A	Ductile Iron Pipe For Water Main 12 In. Diam.	LF	61.00	\$100.00	\$6,100.00	\$100.00	\$6,100.00	\$112.00	\$6,832.00	\$108.00	\$6,588.00
129	Ductile Iron Pipe For Water Main 16 In. Diam.	LF	2,130.00	\$125.00	\$266,250.00	\$100.00	\$213,000.00	\$125.00	\$266,250.00	\$115.00	\$244,950.00
130	Trench Safety System	LF	2,440.00	\$1.50	\$3,660.00	\$1.00	\$2,440.00	\$1.00	\$2,440.00	\$1.00	\$2,440.00

SCHEDULE B SUBTOTAL	\$481,720.00	\$385,710.00	\$396,684.00	\$380,268.00
SALES TAX @ 8.4%	\$40,464.48	\$32,399.64	\$33,321.46	\$31,942.51
SCHEDULE B TOTAL	\$522,184.48	\$418,109.64	\$430,005.46	\$412,210.51
 TOTAL OF SCHEDULE A ITEMS AND SCHEDULE B ITEMS (WITH SALES TAX) BASIS OF AWARD	 \$6,357,371.48	 \$5,684,212.54	 \$5,736,623.46	 \$6,017,751.81

PROJECT NO. S-587 DESCRIPTION: NW BRADY ROAD IMPROVEMENTS				Lee Contractors, LLC PO Box 869 Battle Ground, WA 98604		McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671		Nutter Corporation 7211-A NE 43rd Avenue Vancouver, WA 98661		Advanced Excavating Specialists, LLC 1010 Columbia Boulevard Longview, WA 98632		
DATE OF BID OPENING:			Ent. By									
	August 13, 2019, at 10:00 AM			RLS	360.723.5295		360.835.8794		360.573.2000		360.232.8854	
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	
SCHEDULE A (NON-TAXABLE ITEMS)												
1	Mobilization	LS	1.00	\$400,000.00	\$400,000.00	\$436,200.00	\$436,200.00	\$601,000.00	\$601,000.00	\$570,000.01	\$570,000.01	
2	Project Documentation	LS	1.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	
3	Minor Change	EST	1.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
4	Joint Utility Trench Schedule Bonus	EST	1.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	
5	SPCC Plan	LS	1.00	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	
6	Construction Staging and Access Plan	LS	1.00	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$12,000.00	\$12,000.00	\$3,000.00	\$3,000.00	
7	Project Temporary Traffic Control	LS	1.00	\$75,000.00	\$75,000.00	\$12,000.00	\$12,000.00	\$70,000.00	\$70,000.00	\$65,000.00	\$65,000.00	
8	Traffic Control Supervisor	LS	1.00	\$10,000.00	\$10,000.00	\$27,865.00	\$27,865.00	\$78,000.00	\$78,000.00	\$56,000.00	\$56,000.00	
9	Portable Changeable Message Sign	LS	1.00	\$10,000.00	\$10,000.00	\$12,875.00	\$12,875.00	\$11,000.00	\$11,000.00	\$15,000.00	\$15,000.00	
10	Flaggers	HR	2,800.00	\$60.00	\$168,000.00	\$60.00	\$168,000.00	\$56.00	\$156,800.00	\$55.00	\$154,000.00	
11	Clearing and Grubbing	LS	1.00	\$50,000.00	\$50,000.00	\$200,000.00	\$200,000.00	\$75,000.00	\$75,000.00	\$167,500.00	\$167,500.00	
12	Roadside Cleanup	EST	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
13	Removal of Structures and Obstructions	LS	1.00	\$100,000.00	\$100,000.00	\$25,000.00	\$25,000.00	\$30,000.98	\$30,000.98	\$78,000.00	\$78,000.00	
14	Remove and Reset Existing Fence	LF	160.00	\$20.00	\$3,200.00	\$35.00	\$5,600.00	\$20.00	\$3,200.00	\$35.00	\$5,600.00	
15	Decommission Monitoring Well	EA	2.00	\$500.00	\$1,000.00	\$850.00	\$1,700.00	\$2,000.00	\$4,000.00	\$1,645.00	\$3,290.00	
16	Roadway Excavation Incl. Haul	CY	4,710.00	\$18.00	\$84,780.00	\$26.00	\$122,460.00	\$26.00	\$122,460.00	\$27.00	\$127,170.00	
17	Pond Excavation Incl. Haul	CY	8,530.00	\$18.00	\$153,540.00	\$15.00	\$127,950.00	\$18.00	\$153,540.00	\$33.00	\$281,490.00	
18	Select Borrow Incl. Haul	TON	11,000.00	\$13.00	\$143,000.00	\$25.00	\$275,000.00	\$13.00	\$143,000.00	\$28.00	\$308,000.00	
19	Unsuitable Foundation Excavation Incl. Haul	CY	100.00	\$100.00	\$10,000.00	\$35.00	\$3,500.00	\$40.00	\$4,000.00	\$50.00	\$5,000.00	
20	Construction Geotextile for Separation	SY	2,500.00	\$4.00	\$10,000.00	\$1.00	\$2,500.00	\$1.00	\$2,500.00	\$2.00	\$5,000.00	
21	Cement Amended Subgrade	SY	11,550.00	\$8.00	\$92,400.00	\$6.00	\$69,300.00	\$2.60	\$30,030.00	\$4.00	\$46,200.00	
22	Cement for CAS	TON	380.00	\$150.00	\$57,000.00	\$154.00	\$58,520.00	\$140.00	\$53,200.00	\$150.00	\$57,000.00	
23	Crushed Surfacing Base Course	TON	7,840.00	\$35.00	\$274,400.00	\$30.00	\$235,200.00	\$28.00	\$219,520.00	\$28.00	\$219,520.00	
24	Removal of Temporary Shoofly	LF	2,160.00	\$20.00	\$43,200.00	\$3.50	\$7,560.00	\$8.00	\$17,280.00	\$16.00	\$34,560.00	
25	HMA CL 1/2 In. PG 64-22	TON	6,030.00	\$135.00	\$814,050.00	\$90.00	\$542,700.00	\$98.00	\$590,940.00	\$91.00	\$548,730.00	
26	Job Mix Compliance Price Adjustment	CALC	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
27	Compaction Price Adjustment	CALC	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
28	Planing Bituminous Pavement	SY	2,450.00	\$8.00	\$19,600.00	\$3.00	\$7,350.00	\$6.00	\$14,700.00	\$7.00	\$17,150.00	
29	Temporary Conc. Barrier	LF	1,700.00	\$25.00	\$42,500.00	\$25.00	\$42,500.00	\$22.00	\$37,400.00	\$20.00	\$34,000.00	
30	Gravity Block Wall	SF	7,910.00	\$35.00	\$276,850.00	\$46.00	\$363,860.00	\$64.00	\$506,240.00	\$60.00	\$474,600.00	
31	Corrugated Polyethylene Storm Sewer Pipe 8 In. Diam.	LF	480.00	\$40.00	\$19,200.00	\$55.00	\$26,400.00	\$54.00	\$25,920.00	\$112.00	\$53,760.00	
32	Corrugated Polyethylene Storm Sewer Pipe 10 In. Diam.	LF	1,200.00	\$45.00	\$54,000.00	\$85.00	\$102,000.00	\$66.00	\$79,200.00	\$65.00	\$78,000.00	
33	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam.	LF	3,500.00	\$45.00	\$157,500.00	\$80.00	\$280,000.00	\$109.00	\$381,500.00	\$68.00	\$238,000.00	
34	Corrugated Polyethylene Storm Sewer Pipe 18 In. Diam.	LF	600.00	\$75.00	\$45,000.00	\$130.00	\$78,000.00	\$100.00	\$60,000.00	\$94.00	\$56,400.00	
35	Corrugated Polyethylene Storm Sewer Pipe 24 In. Diam.	LF	270.00	\$115.00	\$31,050.00	\$85.00	\$22,950.00	\$91.00	\$24,570.00	\$115.00	\$31,050.00	
36	Corrugated Polyethylene Storm Sewer Pipe 36 In. Diam.	LF	220.00	\$150.00	\$33,000.00	\$180.00	\$39,600.00	\$171.00	\$37,620.00	\$140.00	\$30,800.00	
37	Ductile Iron Storm Sewer Pipe, 18 In. Diam.	LF	70.00	\$160.00	\$11,200.00	\$95.00	\$6,650.00	\$115.00	\$8,050.00	\$98.00	\$6,860.00	
38	Trench Safety System	LF	4,600.00	\$2.00	\$9,200.00	\$1.00	\$4,600.00	\$2.00	\$9,200.00	\$5.00	\$23,000.00	
39	Slotted Drain	LF	230.00	\$100.00	\$23,000.00	\$125.00	\$28,750.00	\$120.00	\$27,600.00	\$105.00	\$24,150.00	
40	Slotted Drain In-Line Catch Basin	EA	14.00	\$500.00	\$7,000.00	\$210.00	\$2,940.00	\$500.00	\$7,000.00	\$350.00	\$4,900.00	
41	Two-Way Storm Cleanout	EA	7.00	\$1,200.00	\$8,400.00	\$500.00	\$3,500.00	\$1,100.00	\$7,700.00	\$550.00	\$3,850.00	
42	Connection to Extg Storm Pipe	EA	1.00	\$500.00	\$500.00	\$950.00	\$950.00	\$1,400.00	\$1,400.00	\$5,000.00	\$5,000.00	
43	Adjust Manhole	EA	2.00	\$500.00	\$1,000.00	\$800.00	\$1,600.00	\$600.00	\$1,200.00	\$165.00	\$330.00	
44	Manhole 48 In. Diam. Type 1	EA	20.00	\$3,000.00	\$60,000.00	\$4,500.00	\$90,000.00	\$3,400.00	\$68,000.00	\$4,500.00	\$90,000.00	
45	Manhole 48 In. Diam. Type 3	EA	10.00	\$3,000.00	\$30,000.00	\$4,000.00	\$40,000.00	\$3,300.00	\$33,000.00	\$4,100.00	\$41,000.00	
46	Manhole 60 In. Diam. Type 1	EA	2.00	\$7,000.00	\$14,000.00	\$9,000.00	\$18,000.00	\$6,300.00	\$12,600.00	\$7,800.00	\$15,600.00	
47	Manhole 60 In. Diam. Type 3	EA	1.00	\$7,000.00	\$7,000.00	\$6,900.00	\$6,900.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00	
48	Flow Control Manhole	EA	2.00	\$4,000.00	\$8,000.00	\$23,000.00	\$46,000.00	\$7,000.00	\$14,000.00	\$20,000.00	\$40,000.00	
49	Combination Curb Inlet	EA	29.00	\$1,500.00	\$43,500.00	\$2,100.00	\$60,900.00	\$2,400.00	\$69,600.00	\$2,000.00	\$58,000.00	
50	Catch Basin, PVC	EA	8.00	\$3,000.00	\$24,000.00	\$3,500.00	\$28,000.00	\$2,300.00	\$18,400.00	\$2,700.00	\$21,600.00	
51	Ditch Inlet	EA	8.00	\$2,200.00	\$17,600.00	\$2,800.00	\$22,400.00	\$2,600.00	\$20,800.00	\$2,600.00	\$20,800.00	
52	Removal and Replacement of Unsuitable Material - Stormwater	CY	30.00	\$111								

PROJECT NO. S-587 DESCRIPTION: NW BRADY ROAD IMPROVEMENTS				Lee Contractors, LLC PO Box 869 Battle Ground, WA 98604		McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671		Nutter Corporation 7211-A NE 43rd Avenue Vancouver, WA 98661		Advanced Excavating Specialists, LLC 1010 Columbia Boulevard Longview, WA 98632	
DATE OF BID OPENING: August 13, 2019, at 10:00 AM			Ent. By RLS	360.723.5295		360.835.8794		360.573.2000		360.232.8854	
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
SCHEDULE B (TAXABLE ITEMS)											
112	Adjust Sanitary Sewer Cleanout	EA	14.00	\$150.00	\$2,100.00	\$70.00	\$980.00	\$250.00	\$3,500.00	\$190.00	\$2,660.00
113	Temporary Sanitary Sewer Cleanout	EA	4.00	\$2,500.00	\$10,000.00	\$460.00	\$1,840.00	\$600.00	\$2,400.00	\$400.00	\$1,600.00
114	PVC Sanitary Sewer Pipe 6 In. Diam.	LF	140.00	\$60.00	\$8,400.00	\$100.00	\$14,000.00	\$82.00	\$11,480.00	\$115.00	\$16,100.00
115	Connection to Existing Sanitary STEP Main	EA	4.00	\$5,000.00	\$20,000.00	\$5,650.00	\$22,600.00	\$5,000.00	\$20,000.00	\$5,000.00	\$20,000.00
116	Adjust Valve Box	EA	6.00	\$200.00	\$1,200.00	\$30.00	\$180.00	\$300.00	\$1,800.00	\$84.00	\$504.00
117	Adjust Water Meter and Box	EA	3.00	\$200.00	\$600.00	\$205.00	\$615.00	\$350.00	\$1,050.00	\$145.00	\$435.00
118	Relocate Existing Water Meter	EA	1.00	\$600.00	\$600.00	\$440.00	\$440.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00
119	Blowoff Assembly	EA	4.00	\$2,000.00	\$8,000.00	\$2,475.00	\$9,900.00	\$4,200.00	\$16,800.00	\$1,700.00	\$6,800.00
120	Low Point Blowoff	EA	1.00	\$10,000.00	\$10,000.00	\$4,690.00	\$4,690.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00
121	Hydrant Assembly	EA	2.00	\$10,000.00	\$20,000.00	\$4,500.00	\$9,000.00	\$3,800.00	\$7,600.00	\$8,000.00	\$16,000.00
122	Moving Existing Hydrant	EA	1.00	\$4,000.00	\$4,000.00	\$2,100.00	\$2,100.00	\$1,000.00	\$1,000.00	\$1,400.00	\$1,400.00
123	Tapping Sleeve and Valve Assembly 8 In.	EA	2.00	\$10,000.00	\$20,000.00	\$3,565.00	\$7,130.00	\$5,600.00	\$11,200.00	\$5,400.00	\$10,800.00
124	Gate Valve 8 In.	EA	2.00	\$1,500.00	\$3,000.00	\$1,200.00	\$2,400.00	\$1,600.00	\$3,200.00	\$660.00	\$1,320.00
124A	Butterfly Valve 12 In.	EA	1.00	\$3,500.00	\$3,500.00	\$1,580.00	\$1,580.00	\$2,500.00	\$2,500.00	\$1,270.00	\$1,270.00
125	Butterfly Valve 16 In.	EA	3.00	\$5,000.00	\$15,000.00	\$6,565.00	\$19,695.00	\$3,900.00	\$11,700.00	\$5,900.00	\$17,700.00
126	Butterfly Valve 18 In.	EA	1.00	\$11,000.00	\$11,000.00	\$8,935.00	\$8,935.00	\$4,900.00	\$4,900.00	\$6,700.00	\$6,700.00
127	Butterfly Valve 18 In. - Retrofit	EA	1.00	\$20,000.00	\$20,000.00	\$47,680.00	\$47,680.00	\$7,900.00	\$7,900.00	\$105,000.00	\$105,000.00
128	Ductile Iron Pipe For Water Main 8 In. Diam.	LF	109.00	\$75.00	\$8,175.00	\$130.00	\$14,170.00	\$90.00	\$9,810.00	\$96.00	\$10,464.00
128A	Ductile Iron Pipe For Water Main 12 In. Diam.	LF	61.00	\$85.00	\$5,185.00	\$160.00	\$9,760.00	\$100.00	\$6,100.00	\$120.00	\$7,320.00
129	Ductile Iron Pipe For Water Main 16 In. Diam.	LF	2,130.00	\$130.00	\$276,900.00	\$155.00	\$330,150.00	\$136.00	\$289,680.00	\$115.00	\$244,950.00
130	Trench Safety System	LF	2,440.00	\$2.00	\$4,880.00	\$1.00	\$2,440.00	\$1.00	\$2,440.00	\$2.00	\$4,880.00
SCHEDULE B SUBTOTAL				\$452,540.00		\$510,285.00		\$420,860.00		\$482,403.00	
SALES TAX @ 8.4%				\$38,013.36		\$42,863.94		\$35,352.24		\$40,521.85	
SCHEDULE B TOTAL				\$490,553.36		\$553,148.94		\$456,212.24		\$522,924.85	
TOTAL OF SCHEDULE A ITEMS AND SCHEDULE B ITEMS (WITH SALES TAX) BASIS OF AWARD				\$6,197,353.36		\$6,293,899.94		\$6,554,423.22		\$6,690,803.31	



Staff Report

August 19, 2019 Council Regular Meeting

2019 Pavement Preservation Consideration of Bids

Staff Contact	Phone	Email
Denis Ryan, PW Operations Supervisor	360.817.7983	dryan@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: On the August 1, 2019 bid opening for project T1020 Citywide Asphalt Overlay, the City received four bids. All four bids received are below the Engineer's Estimate for the Project and fit within the City's 2019 Pavement Preservation Budget. The Bid Tabulations are attached for reference.

As noted on the Bid Tabulations, the apparent low bidder, Lakeside Industries, Inc. did not submit one document on the bid submittal list. At the time of the bid opening Lakeside Industries, Inc. did not provide a full and complete copy of the memorandum of understanding (MOU) issued by Homeland Security. After the bid opening staff verified that Lakeside Industries does have a current MOU in place with the Department of Homeland Security effective July 28, 2010 (Company ID. 346790).

Based on discussions with the City attorney, the City Council has a number of options when considering the award of the bid as outlined below.

RECOMMENDATION:

OPTIONS:	RESULTS:
If the Council determines that the omissions were a minor irregularity, they can award the bid to Lakeside Industries, Inc.	Council waives the minor bid irregularity and awards the bid to Lakeside Industries, Inc. for the amount of \$433,895 and authorizes the Mayor or designee to sign the contract and change orders up to ten percent of the original contract amount.
If the Council determines that the omissions were a major irregularity, they can reject the apparent low bid and award the bid to Granite Construction Co.	Council rejects the bid of Lakeside Industries, Inc. as non-responsive due to a major irregularity and awards the bid to Granite Construction Co. for the amount of \$469,469 and authorizes the Mayor or designee to sign the contract and change orders up to ten percent of the original contract amount.
The Council can reject all bids	Direct staff to rebid the project.



I, Leisha Copsey, hereby certify that these bid tabulations
are correct.

Leisha Copsey
Leisha Copsey, Deputy City Clerk

8/1/19
Date

PROJECT NO. T1020

DESCRIPTION: 2019 Hot Mix Overlays

DATE OF BID OPENING: August 1, 2019 Time: 11:30 am

Entered by SW

City of Camas
Engineer's Estimate

Lakeside Industries
P.O. Box 820465
Vancouver, WA 98682

Granite Construction Co.
16821 SE McGillivray
Vancouver, WA 98683

Brix Paving Northwest Inc.
P.O. Box 2388
Tualatin, OR 97062

Clark & Son's Excavating, Inc
7601 NE 289th Street
Battle Ground, WA 98604

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1	57,723.00	\$ 57,723.00	20,164.00	\$ 20,164.00	24,514.00	\$ 24,514.00	\$ 45,000.00	\$ 45,000.00	50,000.00	\$ 50,000.00
2	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	40,000.00	\$ 40,000.00	31,000.00	\$ 31,000.00	25,000.00	\$ 25,000.00	\$ 35,000.00	\$ 35,000.00	40,000.00	\$ 40,000.00
3	PORTABLE CHANGEABLE MESSAGE BOARD	EA	2	2,500.00	\$ 5,000.00	2,350.00	\$ 4,700.00	2,500.00	\$ 5,000.00	\$ 1,750.00	\$ 3,500.00	1,800.00	\$ 3,600.00
4	EROSION/WATER POLLUTION CONTROL	LS	1	2,000.00	\$ 2,000.00	904.00	\$ 904.00	4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	6,000.00	\$ 6,000.00
5	PLANING ROADWAY MATERIALS FOR PAVEMENT REPAIR INCLUDING HAUL, MAX 4-INCH DEPTH	SY	600	30.00	\$ 18,000.00	13.00	\$ 7,800.00	15.00	\$ 9,000.00	\$ 18.00	\$ 10,800.00	16.00	\$ 9,600.00
6	PLANING ROADWAY MATERIALS INCLUDING HAUL, MAX 2-INCH DEPTH	SY	16,000	10.00	\$ 160,000.00	4.36	\$ 69,760.00	4.50	\$ 72,000.00	\$ 4.75	\$ 76,000.00	4.30	\$ 68,800.00
7	HMA FOR PAVEMENT REPAIR CL. 1/2 In. PG 64-22	TON	80	250.00	\$ 20,000.00	133.00	\$ 10,640.00	200.00	\$ 16,000.00	\$ 180.00	\$ 14,400.00	165.00	\$ 13,200.00
8	HMA CL. 1/2 In. PG 64-22	TON	2,800	100.00	\$ 280,000.00	94.00	\$ 263,200.00	100.00	\$ 280,000.00	\$ 102.00	\$ 285,600.00	110.00	\$ 308,000.00
9	UTILITY/MANHOLE PROTECTION AND ADJUSTMENT	EA	3	500.00	\$ 1,500.00	456.00	\$ 1,368.00	750.00	\$ 2,250.00	\$ 400.00	\$ 1,200.00	600.00	\$ 1,800.00
10	TEMPORARY PAVEMENT MARKINGS	LF	4,500	0.50	\$ 2,250.00	0.50	\$ 2,250.00	1.00	\$ 4,500.00	\$ 0.50	\$ 2,250.00	1.00	\$ 4,500.00
11	PAINT LINE	LF	13,500	1.35	\$ 18,225.00	0.65	\$ 8,775.00	0.26	\$ 3,510.00	\$ 0.40	\$ 5,400.00	0.65	\$ 8,775.00
12	ROADWAY EXCAVATION INCLUDING HAUL (SIDEWALK, CURB AND GUTTER)	CY	13	350.00	\$ 4,550.00	203.00	\$ 2,639.00	500.00	\$ 6,500.00	\$ 300.00	\$ 3,900.00	50.00	\$ 650.00
13	CEMENT CONCRETE SIDEWALKS	SY	55	250.00	\$ 13,750.00	101.00	\$ 5,555.00	25.00	\$ 1,375.00	\$ 130.00	\$ 7,150.00	120.00	\$ 6,600.00
14	CEMENT CONCRETE CURB AND GUTTER	LF	26	75.00	\$ 1,950.00	60.00	\$ 1,560.00	70.00	\$ 1,820.00	\$ 80.00	\$ 2,080.00	100.00	\$ 2,600.00
15	CONCRETE CURB RAMP	EA	2	5,000.00	\$ 10,000.00	1,790.00	\$ 3,580.00	7,000.00	\$ 14,000.00	\$ 2,500.00	\$ 5,000.00	7,000.00	\$ 14,000.00
Subtotal				\$634,948.00		\$433,895.00		\$469,469.00		\$500,280.00		\$538,125.00	
BID TOTAL:				\$634,948.00		\$433,895.00		\$469,469.00		\$500,280.00		\$538,125.00	

Irregular Bid: E-verify MOU
Not Submitted

Non-Responsive Bid: Bidder was
Not Listed on Plan Holders List



Company ID Number: 346790

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Lakeside Industries, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



Company ID Number: 346790

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



Company ID Number: 346790

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer



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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(i)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Lakeside Industries, Inc.

Henry Waggoner

Name (Please Type or Print)

Title

Electronically Signed

07/28/2010

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

07/28/2010

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Lakeside Industries, Inc.
Company Facility Address:	6505 226th PL SE, Suite 200
	Issaquah, WA 98027
Company Alternate Address:	PO Box 7016
	Issaquah, WA 98027
County or Parish:	KING
Employer Identification Number:	910751657

Company ID Number: 346790

North American Industry Classification Systems Code:	237
Parent Company:	
Number of Employees:	500 to 999
Number of Sites Verified for:	12
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">• WASHINGTON 10 site(s)• OREGON 1 site(s)• IDAHO 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Shawna L Houser	Fax Number:	(425) 313 - 2614
Telephone Number:	(425) 313 - 2676		
E-mail Address:	shawnah@lakesideind.com		
Name:	Anne M Blair	Fax Number:	(425) 313 - 2614
Telephone Number:	(425) 313 - 2677		
E-mail Address:	anneb@lakesideind.com		
Name:	Henry R Waggoner	Fax Number:	(425) 313 - 2620
Telephone Number:	(425) 313 - 2661		
E-mail Address:	hankw@lakesideind.com		



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MEMORANDUM

TO: Denis Ryan

FROM: Shawn MacPherson

RE: Bid Question re 2019 Citywide Asphalt Overlay Project

DATE: August 9, 2019

We met to discuss a potential bid issue concerning the asphalt overlay project. The apparent low bidder, Lakeside Industries, submitted a bid that varies from the instructions. Specifically, the specifications require that a copy of the E-Verify Program MOU be provided with the bid proposal. I understand the MOU showing Lakeside's enrollment in the E-Verify Program was provided to the City soon after the bid opening of August 1 and the MOU shows enrollment from and after July 2010. I also understand that Lakeside signed the E-Verify acknowledgment form.

The City has received a bid protest dated August 7, 2019 from Granite Construction Company objecting to the bid submitted by Lakeside. The bid opening as noted was August 1. Under RCW 39.04.105 when a municipality receives a written protest from a bidder the municipality is prohibited from executing a contract for the project from anyone but the protesting bidder without first providing two business days' notice of the municipality's intent to execute a contract. However, the statute further provides that the protest must be submitted in writing no later than two business days following bid opening. The bid protest accordingly does not appear to have been timely submitted.

The first step when the City obtains bids that vary from the bid specifications in some respect is to ascertain whether those irregularities are substantial and material or whether they are minor in nature. A material irregularity is defined as an irregularity giving the bidder a substantial advantage or benefit not enjoyed by other bidders. Any bid containing a material irregularity must be rejected. On the other hand, if the irregularity is deemed to be minor, then the City may either reject the bid, or waive the irregularity and accept the bid. *East Side Disposal Company v. Mercer Island*, 9 Wn. App. 667 (1973); *Gostovich v. West Richland*, Wn. 2d 583 (1969); and *Farmer Construction v. State*, 98 Wn. 2d 600 (1983).

In determining whether there is an undue advantage conferred upon a bidder, the courts principally look to whether the defect is such as would allow the bidder to avoid performing the contract. A bidder is found to have a substantial advantage if it has the option of deciding

MEMORANDUM

August 9, 2019

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whether to perform or not, depending on how the other bids are submitted. In *AAB Electric v. Stevenson Public Schools*, 6 Wn. App. 887 (1971), the low bidder neglected to sign its bid. The school board awarded the contract to the second bidder, and the school board's action was upheld by the court, because the bidder, not having signed its bid, was in a position where it could decide whether or not to accept the award and perform the work. The court held that the omitted signature could only be considered to be a material defect, because the bid was not binding upon the bidder until properly signed by its corporate officers.

In both *East Side Disposal* and *Farmer Construction*, the low bidders signed the bid bond, but neglected to sign the bid proposal. The court in both cases held that the failure to sign the bid proposal was a minor irregularity that could be waived. The court held that, if it appears from examination of all the writings that the writing which was signed by the party to be charged was signed with the intention that it refer to the unsigned writing, and that the writings are so connected by internal reference an assigned writing to the unsigned one, they may be said to constitute one paper relating to the same contract. Thus, the irregularity was deemed minor, because the bidder could not get out of the contract, and the city had the option to accept the low bid and waive the irregularity, or to reject the low bid on the basis of the irregularity.

It is clear from reading the cases that questions of whether a bid variance is material are questions for the city council. *R.W. Rhine Company v. Tacoma*, 13 Wn. App. 597 (1975). So long as the council's determination is made in good faith, it should be upheld by the court.

Thus, in this case, the City Council would need to make the following determinations:

1. Is the irregularity in the bid substantial or minor? If it is substantial, then the bid must be rejected.
2. If you determine that the irregularity is minor, then you must decide whether to waive the irregularity and accept the bid, or to reject the bid on the basis of the minor irregularity.

As guidance to the Council, it is my opinion that the irregularity appears minor in nature. As to the failure to submit the MOU, this appears to constitute a record keeping function which, while required, does not rise to the level of a substantial issue preventing the apparent low bidder from entering into the contract. While Ordinance 2626 does include specific reference to the MOU requirements ultimately the determination as to whether to waive this irregularity in the bid is within the discretion of the Council.

Finally, if the Council determines that the irregularity is minor, then when deciding whether or not to waive the irregularity, it should be remembered that the purpose of competitive bidding is to provide for public contracts to be performed satisfactorily and efficiently, at the least cost to the public, while avoiding fraud and favoritism in the awarding of such contracts.