



**CITY COUNCIL REGULAR MEETING AGENDA**  
**Monday, September 17, 2018, 7:00 PM**  
**City Hall, 616 NE 4th Avenue**

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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. September 4, 2018, Camas City Council Regular and Workshop Meeting Minutes
  -  [September 4, 2018 Camas City Council Workshop Meeting Minutes - Draft](#)
  - [September 4, 2018 Camas City Council Regular Meeting Minutes - Draft](#)
- C. \$97,941.91 for August 2018 Emergency Medical Services (EMS) Write-off Billings; Monthly Uncollectable Balance of Medicare and Medicaid Accounts (Submitted by Pam O'Brien)
- D. \$83,000 2019 Timber Harvest Services Professional Services Agreement with AKS Engineering & Forestry, LLC (Submitted by Sam Adams)
  -  [2019 Timber Harvest PSA](#)
- E. \$22,227 Crown View Pump Station Professional Services Amendment with Wallis Engineering (Submitted by Sam Adams)
  -  [Wallis Engineering PSA Amendment](#)
- F. \$9,920 Solid Waste Plan Professional Services Amendment with Bell & Associates, Inc. (Submitted by Sam Adams)
  -  [Bell & Associates PSA Amendment](#)
- G. \$359,798.66 Bid Award to McDonald Excavating, Inc. for NE Adams Street Neighborhood Improvements Community Development Block Grant (CDBG) Project (Submitted by James Carothers)
  -  [NE Adams Neighborhood Improvements Bid](#)
  - [NE Adams Neighborhood Improvements Map](#)

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

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

- A. Staff
- B. Council

## **VII. MAYOR**

- A. Announcements
- B. Childhood Cancer Awareness Month Proclamation

 [Childhood Cancer Awareness Month Proclamation](#)

- C. Mayor's Volunteer Spirit Award

## **VIII. MEETING ITEMS**

- A. Transfer and Conveyance of Georgia Pacific Property, Including the Lacamas Creek Dams and Mill Ditch, to the City of Camas  
Presenter: Pete Capell, City Administrator

 [Staff Report to Accept Dams and Mill Ditch Property Transfer](#)

[Georgia Pacific Agreement for Transfer and Conveyance](#)

[First Amendment to Agreement for Transfer and Conveyance](#)

## **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**  
**Tuesday, September 4, 2018, 4:30 PM**  
**City Hall, 616 NE 4th Avenue**

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**I. CALL TO ORDER**

Mayor Pro Tem Chaney called the meeting to order at 4:30 p.m.

**II. ROLL CALL**

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

Staff: Jerry Acheson, Sam Adams, Bernie Bacon, Phil Bourquin, Debra Brooks, Pete Capell, Jennifer Gorsuch, Stephanie Hite, Cathy Huber Nickerson, Randy Miller, Shyla Nelson, Nick Swinhart, Connie Urquhart, Joe Vrtiska, Steve Wall and Alicia Harris (intern)

No one from the press was present

**III. PUBLIC COMMENTS**

No one from the public wished to speak.

**IV. WORKSHOP TOPICS**

- A. City of Camas Bill Pay Demonstration  
Presenter: Cathy Huber Nickerson, Finance Director

 [Camas Bill Pay Bookmark Insert in November Utility Bill](#)  
[Camas Flyer in September Utility Bill](#)

Huber-Nickerson introduced staff from the Finance Department and provided an overview demonstration of the new bill pay system for the City of Camas.

- B. City of Camas 2019 Property Tax Projections  
Presenter: Cathy Huber Nickerson, Finance Director

 [2019 Property Tax Presentation](#)

Huber-Nickerson provided an overview of the City's 2019 property tax projections.

- C. 2019-2020 Revenue Budget Overview Presentation  
Presenter: Cathy Huber Nickerson, Finance Director

 [2019-2020 Revenue Budget](#)

Huber-Nickerson provided an overview of the City's 2019-2020 revenue budget.

- D. North Shore Lacamas Legacy Lands  
Presenter: Jerry Acheson

 [North Shore Legacy Lands](#)

Acheson provided an overview of the status of Lacamas Lake north shore legacy lands. Staff will provide more funding information at a future Council Workshop Meeting.

- E. Wallis Engineering Consultant Services Amendment - Crown View Pump Station  
Presenter: Sam Adams, Utilities Manager

 [Staff Report - Wallis Contract Amendment](#)


This item will be placed on the September 17, 2018 Consent Agenda for Council's consideration.

- F. Bell & Associates Consultant Services Amendment - Solid Waste Plan  
Presenter: Sam Adams, Utilities Manager

 [Staff Report - Bell Associates Amendment](#)

This item will be placed on the September 17, 2018 Consent Agenda for Council's consideration.

- G. 2019 Timber Harvest Professional Services  
Presenter: Sam Adams, Utilities Manager

 [Staff Report - AKS Consultant Services](#)  
[AKS Consultant Services - 2019 Timber Harvest](#)

This item will be placed on the September 17, 2018 Consent Agenda for Council's consideration.

- H. Water and Sewer System Development Charge Update  
Presenter: Steve Wall, Public Works Director

 [Water-Sewer System Development Charges Update](#)

This item will be placed on the September 17, 2018 Consent Agenda for Council's consideration.



I. Public Works Miscellaneous and Updates

Details: This is a placeholder for miscellaneous or emergent items.

Presenter: Steve Wall, Public Works Director

Wall informed Council that the Adams Street Improvements Community Development Block Grant (CDBG) project will open bids on September 11, 2018.

Wall stated that construction of the North Shore Sewer Transmission System project is fully complete and that the City's consultant has some minor items remaining before their work is finished.

Wall informed Council that staff will be using Class A Biosolids from the City's wastewater treatment plant to fertilize the Cemetery.

Wall and Capell provided additional information to Council regarding the potential transition of the Lacamas Lake Dams from Georgia Pacific to the City of Camas. Information was provided regarding State agency oversight, operations and insurance. Capell stated that staff will bring an action item to the next Regular Council Meeting to determine whether or not the City should take over ownership of the dams.

J. Community Development Miscellaneous and Updates

Details: This is a placeholder for miscellaneous or emergent items.

Presenter: Phil Bourquin, Community Development Director

Bourquin provided an update about the status of the Holland Partner Group project located off of NW 38th Avenue.

K. City Administrator Miscellaneous Updates and Scheduling

Details: This is a placeholder for miscellaneous or scheduling items.

Presenter: Pete Capell, City Administrator

Capell commented about the East County Fire and Rescue (ECFR) letter he sent informing ECFR that City of Camas representatives do not plan to attend the meeting to discuss a possible merger.

Capell stated that he copied Council on a memo from Shawn MacPherson, City Attorney, which describes the City's Mayor replacement procedures. Accordingly, staff will post the vacancy notice in early October, allowing three weeks to respond; applicants must be a citizen of Camas for at least one year and be registered to vote. Staff will also schedule a special meeting to interview the candidates after the applications have been reviewed and verified.

Capell stated he will work on the application and interview questions with any Council Members who are not interested applying for the Mayor position.

## **V. COUNCIL COMMENTS AND REPORTS**

Smith attended the Parks & Recreation Commission meeting.

Carter attended the Downtown Camas Association (DCA) meeting and the "Camas Grad Night" Parade of Homes opening.

Anderson commented about East County Fire and Rescue (ECFR).

Hogan will attend the next Camas Washougal Economic Development Association (CWEDA) meeting.

Turk commented about the Finance Committee meeting.

## **VI. PUBLIC COMMENTS**

No one from the public wished to speak.

## **VII. ADJOURNMENT**

The meeting adjourned at 6:25 p.m.

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



**CITY COUNCIL REGULAR MEETING MINUTES - DRAFT**  
**Tuesday, September 4, 2018, 7:00 PM**  
**City Hall, 616 NE 4th Avenue**

---

**I. CALL TO ORDER**

Mayor Pro Tem Chaney called the meeting to order at 7:00 p.m.

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

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



Staff: Bernie Bacon, Phil Bourquin, Pete Capell, James Carothers, Sarah Fox, Jennifer Gorsuch, Cathy Huber Nickerson, Shawn MacPherson, Robert Maul, Steve Wall and Alicia Harris (intern)

No one from the press was present


**IV. PUBLIC COMMENTS**

No one from the public wished to speak.

**V. CONSENT AGENDA**

- A. \$662,336.20 Automated Clearing House and Claim Checks Numbered 138133 to 138242 \$1,943,566.79 Automated Clearing House, Direct Deposit and Payroll Checks Numbered 7627 to 7640 and Payroll Accounts Payable Checks Numbered 138120 through 138132 \$62,043.65 August Electronic Payments
- B. August 20, 2018, Camas City Council Regular and Workshop Meeting Minutes
  -  [August 20, 2018 Camas City Council Workshop Meeting Minutes - Draft](#)
  - [August 20, 2018 Camas City Council Regular Meeting Minutes - Draft](#)
- C. \$1,831,241.50 to Rotschy, Inc. for NW Larkspur Street Project Bid Award (Submitted by James Carothers)
  -  [NW Larkspur Street Project Bids](#)
  - [NW Larkspur Street Project Bid Award Staff Report](#)

- D. \$320,718 to Otak, Inc. for NW Larkspur Street Construction Administration Services (Submitted by James Carothers)

 [NW Larkspur Street Construction Administration Contract](#)  
[NW Larkspur Street Construction Administration Staff Report](#)

- E. Completed North Shore Sewer Transmission System Acceptance (Submitted by Sam Adams)

**It was moved by Council Member Carter, and seconded, that the Consent Agenda be approved. The motion carried unanimously.**

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

- A. Staff

There were no updates from staff.

- B. Council

There were no updates from Council.

## **VII. MAYOR**

- A. Announcements

Mayor Pro Tem Chaney announced the date of the Camas High School Varsity Football game.

- B. Constitution Week Proclamation

 [Constitution Week Proclamation](#)

Mayor Pro Tem Chaney proclaimed September 17-23, 2018, as Constitution Week in the City of Camas.

- C. Suicide Awareness and Prevention Month Proclamation

 [Suicide Awareness and Prevention Month Proclamation](#)

Mayor Pro Tem Chaney proclaimed September as Suicide Prevention Month in the City of Camas.

## **VIII. MEETING ITEMS**

- A. Resolution No. 18-008 Adopting the Establishment of NE Birch Street Between NE 6th and 7th Avenues a One-Way Roadway  
Presenter: James Carothers, Engineering Manager

 [Resolution No. 18-008 NE Birch Street One-Way Roadway](#)  
[NE Birch Street One Way Map](#)

**It was moved by Council Member Turk, and seconded, that Resolution No. 18-008 be read by title only. The motion carried unanimously.**

**It was moved by Council Member Turk, and seconded, that Resolution No. 18-008 be adopted. The motion carried unanimously.**

- B. Resolution No. 18-009 Creating New Financial Analyst Position  
Presenter: Jennifer Gorsuch, Administrative Services Director

 [Resolution No. 18-009 New Financial Analyst Position](#)  
[Financial Analyst Job Description](#)

**It was moved by Council Member Rusch, and seconded, that Resolution No. 18-009 be read by title only. The motion carried unanimously.**

**It was moved by Council Member Carter, and seconded, that Resolution No. 18-009 be read by title only. The motion carried unanimously.**

- C. Collective Bargaining Agreement between the City of Camas and the Camas Public Employees' Association 2017-2020  
Presenter: Jennifer Gorsuch, Administrative Services Director

 [2017-2020 City of Camas and CPEA Collective Bargaining Agreement](#)

**It was moved by Council Member Turk, and seconded, that the Collective Bargaining Agreement between the City of Camas and the Camas Public Employees' Association be adopted. The motion carried unanimously.**

- D. Resolution No. 18-010 Supporting the Interstate 5 Bridge Replacement  
Presenter: Pete Capell, City Administrator

 [Resolution No. 18-010 Supporting Interstate 5 Bridge Replacement](#)

**It was moved by Council Member Anderson, and seconded, that Resolution No. 18-010 be read by title only. The motion carried unanimously.**

**It was moved by Council Member Anderson, and seconded, this Resolution No. 18-010 be adopted. The motion carried unanimously.**

- E. Ordinance No. 18-014 Camas Urban Tree Program  
Presenter: Sarah Fox, Senior Planner

 [Ordinance No. 18-014 Urban Tree Program](#)

**It was moved by Council Member Rusch, and seconded, that Ordinance No. 18-014 be read by title only. The motion carried unanimously.**

**It was moved by Council Member Carter, and seconded, that Ordinance No. 18-014 be adopted. The motion carried unanimously.**

**IX. PUBLIC COMMENTS**

Geri Rubano, Camas, commented about the Camas Urban Tree Program.

**X. ADJOURNMENT**

The meeting adjourned at 7:19 p.m.

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

August 10, 2018



City of Camas  
Attn: Sam Adams  
P.O. Box 1055  
Camas, WA 98607

**Re: Professional Services Proposal for Harvest Entry 4, Jones 2019 Timber Sale in the  
Boulder Creek and Jones Creek Watersheds**

Mr. Adams:

Attached is our estimate to provide services for the Jones 2019 Timber Sale located in the City of Camas Boulder Creek and Jones Creek Watersheds, Clark County, Washington.

The purpose of this proposal is to provide professional services for timber sale preparation, contract administration, and turbidity monitoring for the Jones 2019 Timber Sale. This proposed timber sale is primarily a rehabilitation project due to the poor stocking of merchantable timber in the sale area. This means that the marketability of the sale could present some challenges and could result in a short-term net financial loss to the City as presented in the adopted City of Camas Boulder Creek and Jones Creek Forest Management Plan. Additionally, this proposal takes into account that AKS has already performed some of the forest engineering services in order to obtain the Forest Practice Application (FPA) Permit. This work was performed, as approved by the City under an existing active contract, to aide in determining solutions for managing the nonmerchantable biomass while providing planting locations for reforestation efforts.

As discussed, approximately 70 acres was permitted to cut with the FPA, but we plan to coordinate with the City to potentially reduce the treatment area if deemed necessary based on estimated rehabilitation costs. We also understand that the City may or may not want to continue with turbidity monitoring services. For this reason, the turbidity monitoring services are delineated as an "Alternate" in this proposal.

We look forward to working with you on this project. Please give me a call if you have any questions or comments.

Sincerely,  
**AKS Engineering & Forestry, LLC**

A handwritten signature in black ink that reads "Bryce D. Hanson". The signature is written in a cursive, flowing style.

Bryce D. Hanson, PE, LSIT

## **LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES**

This agreement is made between the **City of Camas (Client)** and **AKS Engineering & Forestry, LLC (AKS)** to provide professional forestry, forest engineering, and turbidity monitoring services for the Jones 2019 Timber Sale located in the Boulder Creek and Jones Creek Watersheds (Section 10, T2N, R4E, W.M., Clark County, Washington).

### **PROJECT UNDERSTANDING**

The Client would like to implement Entry 4 of the adopted Boulder Creek and Jones Creek Watershed Forest Management Plan. This entry will include Units 11 and 12 from the Forest Management Plan. The project deliverables will include completed field work (forestry and forest engineering), a timber sale bid packet ready for auction, contract administration of the Jones 2019 Timber Sale Contract, tree planting administration and monitoring services for the harvested units, and turbidity monitoring (Alternate). The understanding is that the timber harvest will be planned for sale in the fall/winter of 2018, with active operations occurring in 2019 and/or 2020.

### **SCOPE OF WORK**

The following list of items outlines services AKS will be responsible for completing for Units 11 and 12.

#### **I. TASK 1: HARVEST UNIT LAYOUT**

##### **A. FOREST ENGINEERING & FORESTRY SERVICES**

Professional forest engineering and forestry services necessary for harvest unit layout include the following:

- Perform a timber cruise of the harvest areas to estimate harvest volume.
- Perform a timber appraisal, including the timber value, harvesting costs and rehabilitation costs. These factors will help determine an estimated stumpage value or rehabilitation cost.
- Perform field investigations to determine road maintenance needs, locate temporary logging roads, and a potential gate location.

#### **II. TASK 2: TIMBER SALE PACKET**

##### **A. SPECIFICATIONS/BIDDING**

The following services will be provided for finalizing a complete timber sale packet that can be advertised and let out for bid.

- Special provisions/specifications include preparation of the following for inclusion in the contract:
  - Road specifications
  - Harvest specifications
- Timber sale contract preparation, compilation, and revisions based on Client review.
- Marketing of the contract to prospective bidders.





### **III. TASK 3: TIMBER SALE ADMINISTRATION**

#### **A. CONTRACT ADMINISTRATION**

The following services will be provided for the duration of the Jones 2019 Timber Sale Contract:

- Attend pre-work conference to meet selected contract buyer and subcontractors to review the timber sale contract and determine a plan of operations.
- Perform site visits as necessary during sale operations to ensure compliance with the timber sale contract. Up to one visit per day during active operations may be necessary.
- Review log truck tickets and payments to ensure the Client is receiving adequate payments for forest products removed.
- Timber sale close-out procedures to ensure all contract terms have been met.

### **IV. TASK 4: POST-SALE ADMINISTRATION**

#### **A. TREE PLANTING ADMINISTRATION**

These services will include the following activities to replant the Jones 2019 Timber Sale harvest units:

- Reserve seedlings on behalf of the Client.
- Prepare tree planting contract documents (Client is responsible for legal portion of contract and bidding).
- Provide contract administration of the tree planting contract to ensure compliance.

Note that the cost of purchasing trees is not included and tree seedling costs can fluctuate.

#### **B. TREE SURVIVAL MONITORING**

Monitoring services will include performing site visits and tree survival surveys for the first 3 years following tree planting. It is required under the Forest Practice Act to replant and ensure planted trees survive the initial years in order to be determined as achieving "Satisfactory Reforestation." This will require one to two site visits to perform survival surveys and report findings to the State, with an additional site visit to monitor competing vegetation. AKS will provide recommendations for any site vegetation management that may be required to release the planted trees from any competing vegetation.

### **V. TIMBER SALE LAYOUT AND ADMINISTRATION REIMBURSABLE EXPENSES**

AKS anticipates the following reimbursable expenses:

- Mileage
- Copies
- Deliveries
- Clerical



## VI. TASK 5: TURBIDITY MONITORING [ALTERNATE]

### A. CONTINUOUS MONITORING AND REPORTING

A 15-minute sampling interval is recommended in order to capture natural events (peak rain fall, slides, etc.) and maintain continuous monitoring of the turbidity levels at the monitoring station. Monitoring services will continue from May 2019 through May 2021 to capture several months of the following wet weather season in order to provide comparable data throughout the timber harvesting process. Services to maintain the monitoring efforts will include the following:

- **Site Visits:** Based on projected battery life, site visits are assumed to be necessary every 3 weeks to mitigate interrupted data collection due to dead batteries.
- **Data Reduction and Semiannual Reports:** The collected turbidity data will be reduced with the necessary software and semiannual reports will be produced. The semiannual reports will include graphs and general statistics about the turbidity levels and a short summary of the information with comparisons to local rain gages. The report schedule will follow the wet and dry seasons such as September 2019 and June 2019, and September 2020 and June 2020.
- **Final Reporting:** The semiannual reports will be available to the Client at any time during the monitoring process; however, a comprehensive report will be provided following the monitoring timeline of May 2019 through May 2021. The final report will compile all semiannual reports and summarize the results of the study to compare turbidity levels at the designated monitoring station for pre-timber harvest against post-timber harvest in the watershed.
- **Possible Investigation:** If the turbidity monitoring discovers abnormally high turbidity readings, such as from a landslide, AKS will investigate upstream reaches to attempt to determine the cause of the high turbidity outputs. AKS will report the findings to the Client and work with the Client on potential resolutions if determined appropriate.

### B. TURBIDITY MONITORING REIMBURSABLE EXPENSES

AKS anticipates the following reimbursable expenses associated with turbidity monitoring:

- Mileage
- Clerical
- Monitoring station repairs following large storm events
- Turbidity monitor servicing and/or replacement of wearing parts (Sonde cleaning/wiping element)

### **ESTIMATE FOR SERVICES**

I. TASK 1: HARVEST UNIT LAYOUT	
A. FOREST ENGINEERING & FORESTRY SERVICES .....	\$8,000
II. TASK 2: TIMBER SALE PACKET	
A. SPECIFICATIONS/BIDDING .....	\$4,000
III. TASK 3: TIMBER SALE ADMINISTRATION	
A. CONTRACT ADMINISTRATION.....	\$40,000
IV. TASK 4: POST-SALE ADMINISTRATION	
A. TREE PLANTING ADMINISTRATION .....	\$8,000
B. TREE SURVIVAL MONITORING .....	\$4,000
V. TIMBER SALE LAYOUT AND ADMINISTRATION REIMBURSABLE EXPENSES .....	\$2,500
VI. TASK 5: TURBIDITY MONITORING [ALTERNATE]	
A. CONTINUOUS MONITORING AND REPORTING .....	\$15,000
B. TURBIDITY MONITORING REIMBURSABLE EXPENSES .....	\$1,500
<b><u>TOTAL ESTIMATED COST (WITHOUT TURBIDITY MONITORING)</u></b>	<b>\$66,500</b>
<b><u>TOTAL ESTIMATED COST (INCLUDING TURBIDITY MONITORING)</u></b>	<b>\$83,000</b>

### **ASSUMPTIONS**

- This proposal is for contract preparation ready for bidding for final timber harvest and temporary road construction.
- The timber sale contract will follow the same format and utilize the same standard clauses as the Jones 2017 Timber Sale Contract, with some modifications to include provisions for stand rehabilitation standards.
- Unit boundary mapping was performed with a resource-grade GPS and will not be surveyed.
- Contract administration services assume that the timber sale will be active during 2019 and 2020.
- The tree planting contract will follow the same format and utilize the same standard clauses as the Jones 2017 Tree Planting Contract.
- Post-sale administration does not include the cost to purchase the tree seedlings.
- Tree survival monitoring is only for the first 3 years following planting. Additional monitoring may be necessary depending on the condition of the planted trees. Additional monitoring services can be determined at that time.

- Turbidity monitoring estimates are only for the current monitoring station and the described monitoring cycle.

#### **BASIS OF FEE AND BILLING**

In consideration for performing said services, the Client agrees to compensate AKS on an hourly basis at our standard rates. Invoices will be issued monthly for work performed the previous month.

#### **EXCLUSIONS**

Services not specifically included.

Fees or bonds required by affected governmental bodies for review, filing, and submission of plans, drawings, and plats are not included in the estimate. Title company fees are not included.

See attached "General Provisions."



AKS Engineering & Forestry, LLC

Date 8/10/18  
AKS Engineering & Forestry, LLC  
9600 NE 126<sup>th</sup> Avenue, Suite 2520  
Vancouver, WA 99682

\_\_\_\_\_  
Client

Date \_\_\_\_\_  
City of Camas  
P.O. Box 1055  
Camas, WA 98607



#### **GENERAL PROVISIONS**

1. **Expenses:** AKS Engineering & Forestry, LLC's ("AKS") reimbursable expenses shall be those expenses incurred directly for a project, including but not limited to services provided by outside consultants or contractors, transportation costs, meals, lodging, computer services, printing, permit fees, in-house deliveries, clerical, and binding charges. Client shall pay for such expenses on the basis of actual costs (if incurred through an outside vendor) plus 10%, or at AKS's regular rates at the time the cost is incurred.
2. **AKS's Fees / Fee Estimates:** Unless otherwise agreed in writing: (a) charges for AKS's services will be billed per AKS's rate schedule in effect at the time services are performed; (b) services include, without limitation, all office time, field time, meetings, phone calls, travel time, and all other time incurred for a project; (c) AKS bills in 15-minute increments; (d) AKS bills for travel time door-to-door at its regular rates; (e) AKS's rates may be adjusted from time to time, without notice; and (f) AKS does not warrant that actual fees and expenses will not vary from estimates.
3. **Payment:** AKS will issue invoices approximately monthly. Invoices are due and payable on receipt. All amounts more than 30 days past due will be subject to finance charges. Finance charges are computed at a rate of 1.5% per month, unless such rate exceeds the maximum amount allowed by law, in which case the finance charge will equal the maximum rate allowed by law. If Client disputes any portion of an invoice, Client must notify AKS of the dispute in writing within 30 days of the invoice date. The notice must state the disputed amount and basis for dispute. *Client hereby waives the right to dispute an invoice more than 30 days after an invoice's date, and/or if Client fails to provide the required notice.*
4. **Failure to Pay:** Failure to timely pay any amount due to AKS is a material breach of this Agreement and, in the case of late payment, AKS may, in its sole discretion, suspend or terminate service and all other obligations under this contract and/or under any other contract between AKS and Client (and/or between AKS and any other client subject to control by Client or any of Client's principals). If any payment is not timely made, AKS may withhold plans, documents, and information (whether such documents and/or information was prepared under this contract, another contract between AKS and Client, or a contract between AKS and another client subject to control by Client or one of Client's principals). If AKS suspends or terminates work due to Client's non-payment, AKS may require an additional "start-up fee" to re-start work, even if Client cures all past defaults. These remedies are in addition to any others available to AKS at law or in equity.
5. **Additional Charges:** If AKS performs any work pursuant to a lump sum agreement, AKS reserves the right to charge additional amounts (and client shall timely pay such extra amounts) when: (a) AKS provides any services not specified in the agreement; (b) unforeseen or differing conditions modify the scope of work anticipated by AKS; (c) any law, ordinance, regulation or similar item changes after the date of the agreement and such change requires AKS to re-perform any work; and (d) delay or other conduct by others impact AKS's services; and/or (e) any other circumstance justifies an equitable adjustment to the contract price. Unless otherwise agreed, additional charges shall be at AKS's standard rates.
6. **Cost Estimates:** Any construction or development cost estimates provided by AKS are only estimates. AKS has no control over market conditions or bidding procedures. AKS cannot warrant that bids or actual costs will not vary from estimates. AKS will not be liable to Client for any inaccurate cost estimates, and Client assumes all risks associated with construction and development cost estimates that AKS provides to Client.
7. **Standard of Care:** AKS shall only be responsible to the level of competency and the standards of care and skill maintained by similarly licensed professionals providing similar services on projects of similar type, size and scope as a subject project, in the locale where the subject project is located, at the time that AKS provides services. *AKS shall not be liable to Client for any standard of care higher than such standard.*
8. **Termination:** Without any liability to the other party, either Client or AKS may terminate this Agreement for any reason by giving 30 days written notice to the other party. In such event, Client shall immediately pay AKS in full for all work performed prior to the effective date of termination. AKS need not give 30-days' notice if the reason for termination is client's non-payment.
9. **Limitation of Liability:** In recognition of the fees charged by AKS, and the relative risks, rewards, and benefits of the project to AKS and Client, *Client agrees that AKS's liability to Client relating to this Agreement and the services that AKS performs hereunder, for any cause or combination of causes, under any theory of law, including tort (including negligence), contract or otherwise, shall be limited, in the aggregate, to the lesser of: (a) the amount of the fee received by AKS in connection with the project; and (b) the remaining insurance coverage available to AKS (after deduction of any costs, claim payments or other amounts that may have reduced policy limits). Client hereby expressly waives all claims of every nature against AKS that exceed these liability limitations. Client had the opportunity to negotiate a higher limitation for a higher fee.*
10. **Release of Individuals:** *No member, employee or other representative of AKS shall have any personal liability to Client for any act or omission, whether based on a claim of negligence or any other tort, or otherwise, arising out of or relating to this Agreement or the services that AKS performs hereunder, and Client hereby releases all such individuals from all claims of every nature.*
11. **Consequential Damage Waiver:** *AKS and Client hereby waive all claims against each other for indirect and consequential damages that arise in any manner out of this Agreement or the services performed hereunder. This mutual waiver includes a release of all claims for consequential damages, whether based in tort, contract or otherwise, and includes, without limitation, a release of claims for economic losses such as rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or productivity.*
12. **Enforceability:** If any provision contained in this Agreement (or any portion thereof) is held to be unenforceable by a court of competent jurisdiction, the remaining provisions contained herein (and all parts thereof) shall remain unimpaired, in full force and

effect. Each clause shall be enforced to the greatest extent not prohibited by law, and shall be modified to enforce the expressed intent to the greatest extent allowed.

13. **Assignment:** This Agreement is not assignable by Client without the written consent of AKS.

14. **Access; Client Cooperation:** Client represents and warrants that it has unrestricted access to the site, and that AKS has access to the site, to the same degree as Client. Client shall cooperate with AKS and timely provide AKS information that AKS requests.

15. **Work Product:** Calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product"), in any form, are instruments of professional service intended for one-time use by Client only, for this project only. Work Product is and shall remain the property of AKS and its consultants. Client may not use any Work Product on other projects without AKS's express written permission. Client shall not obtain the right to use the Work Product, even for one-time use on this project, unless all amounts due to AKS are paid in full. If Client is in possession of any Work Product and has not paid any amount due to AKS, AKS may demand return of the Work Product, and may specifically enforce Client's obligation to return the Work Product. Client agrees that AKS shall not have waived its rights in any Work Product by virtue of submission to a public body, by dissemination of Work Product without copyright designations or via any other conduct other than a written waiver signed by AKS.

**15.1:** If Client uses any Work Product without retaining AKS for any portion of the project (including construction phase) or any other project, then Client releases AKS and AKS's consultant(s) from all claims and causes of action that relate in any manner to the project and the Work Product. Client recognizes, acknowledges and agrees that the design for a project can be a work in progress and that changes occur and information becomes available, even during construction, and that, unless AKS can stay involved in the project through completion, AKS should be relieved of liability associated with the services it provided for the project. Client agrees to indemnify and hold AKS harmless from and against any claims, demands, damages and amounts of every nature, to the extent caused by Client's use of the Work Product (or Client's allowing someone else to use the Work Product) without the involvement of AKS. If this Agreement is terminated prior to completion of the project, for any reason other than AKS's termination as a result of Client's breach, then Client may continue to use the Work Product prepared by AKS prior to the date of termination, pursuant to the license granted herein, but only if: (a) Client pays AKS all amounts due to AKS; (b) Client removes all indicia of AKS's involvement in the Project from such documents, including title blocks and stamps; (c) Client retains another licensed design professional to review, approve and assume all responsibility for all design documents (the new design professional shall stamp the Work Product and, if anything has been submitted to a jurisdiction prior to termination, then the new design professional shall notify the jurisdiction that the new design professional is the new design professional of record).

**15.2:** If Client makes, authorizes or consents to changes to any Work Product, and such changes are not approved in writing by AKS, then such changes and the results thereof are not the responsibility of AKS. In that case, Client releases AKS from any liability arising from construction, use or result of such changes, and Client shall indemnify, defend and hold AKS harmless from and against any liabilities, costs, damages, demands, claims or other amounts to the extent caused by such changes.

16. **Indemnity:** Client hereby agrees to defend, indemnify and hold AKS (and each of AKS's owners, employees and agents) harmless from any claim, demand, loss, damages and/or liability, including reasonable attorneys' fees, to the extent such arises out of any acts by the Client, its agents, staff, and/or other consultants or contractors that act at Client's direction.

17. **Work of Others:** Client agrees that AKS shall not be responsible or liable for any work performed or services provided by anyone other than AKS and/or AKS's direct employees. If AKS assists Client with the coordination of other contractors and/or design professional and/or consultants, and/or AKS arranges for the provision of services by others, such coordination and/or other efforts is done as a convenience to Client and does not make AKS liable for the services provided by others. Client understands and expressly acknowledges that AKS does not provide geotechnical engineering, traffic engineering, structural engineering, and electrical engineering services. Client acknowledges that AKS does not assume responsibility for determining, supervising, implementing or controlling the means, methods, technique, sequencing or procedures of construction, or monitoring, evaluating or reporting job conditions that relate to health, safety or welfare.

18. **All Terms Material; Negotiation; Construction:** All provisions herein are material to AKS's agreement to provide services, and were expressly negotiated by the parties. Client had the opportunity to negotiate each term hereof, and waives any argument that this Agreement should be construed against the drafter.

19. **Authorization to Proceed:** Any request by Client for AKS to proceed with work shall constitute an express acceptance of all terms to this Agreement, including these General Provisions.

20. **Law/Venue:** All claims that relate to this Agreement or the services provided hereunder shall be subject to Oregon law, and any litigation shall be filed in Multnomah County, Oregon, except: (a) if any case involves a lien claim that must be litigated elsewhere as a matter of law, all issues may be litigated in the same forum as the lien foreclosure; and (b) if all work performed hereunder occurred in Washington, disputes shall be subject to Washington law and litigation shall be filed in Clark County, Washington.

21. **Mediation:** Client agrees to mediate any dispute between AKS and Client, at AKS's request. The parties shall equally share the costs of mediation.

22. **Notice of Claims:** Client shall provide AKS immediate written notice of any facts that could potentially result in any potential claim against AKS. *As a condition precedent to any recovery from AKS, Client shall give AKS written notice of any claim or facts that could result in a claim not later than ten (10) days after the date of the occurrence of the event causing the potential claim. Client's failure to provide such notice shall constitute waiver of such claim.*

23. **No Third-Party Beneficiaries:** Client and AKS are the only beneficiaries of this Agreement; no term herein is intended to benefit any third party.
24. **Time Limitation/Accrual:** Any claim or cause of action by Client against AKS arising out of or relating to this Agreement or the services performed hereunder (under any theory of law) must be initiated within two (2) years of *the earlier of* the date: (a) of AKS's last invoice; (b) of substantial completion; (c) of abandonment; (d) that Client knew or should have known of the damages claimed; and (e) that Client knew or should have known the facts giving rise to the claim. For purposes of this provision, AKS statements shall not constitute invoices; the "last invoice" shall be the last invoice that reflects new charges not previously charged for base contract work. A signed certificate of substantial completion shall be conclusive evidence of the date of substantial completion. If no certificate of substantial completion is executed, substantial completion shall be the earliest of the date that (a) the project is fit for its intended purpose; (b) the project is utilized for its intended purpose; and (c) a certificate of occupancy (permanent or temporary) is issued for any portion of the Project.
25. **Integration; Amendments:** This Agreement represents the entire and integrated agreement between Client and AKS, and supersedes all prior and contemporaneous negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the party against which such amendment is asserted.
26. **Binding Nature; Survival:** This Agreement shall be binding on the parties and their respective successors, heirs and permitted assigns. Each of Client's principals agrees to be bound by the terms hereof, to the same extent as Client. Any clauses intended to survive termination or expiration of this Agreement (including without limitation indemnity, waivers, limitations, and dispute resolution clauses) shall survive termination or expiration.
27. **Waiver:** No failure on the part of either party to exercise its rights under this Agreement shall be considered a waiver, release or relinquishment of any rights or powers conferred under this Agreement.
28. **Unmanned Aerial Systems (UAS):** AKS may utilize UAS to compile aerial photography of the project site before, during, and after construction. Client hereby grants AKS permission to operate the UAS over the project site. Client represents that all persons, vessels, vehicles, and structures related to the project are considered participants consenting to be involved with any UAS operations by AKS, and that Client has authority to grant these rights and to make these representations. Client shall defend, indemnify and hold AKS harmless from any breach of these representations, and from any claims or demands against AKS arising from any allegation of trespass, non-consent, or any other issues arising out of AKS's UAS operations (except to the extent that AKS causes property damage or personal injury that arises out of AKS's negligence).
29. **Electronic Media:** Client may only rely on printed Work Product, with AKS's wet stamp. Any files provided to Client in electronic format are for convenience only, and should not be relied upon as final documents. Any use of electronic files shall be at the user's sole risk. AKS makes no representation as to the accuracy or completeness of electronic documents, or as to the compatibility, usability or readability of such files.



## AKS Engineering & Forestry, LLC

### Standard Fee Schedule 5/30/18

#### Labor Rate Levels:

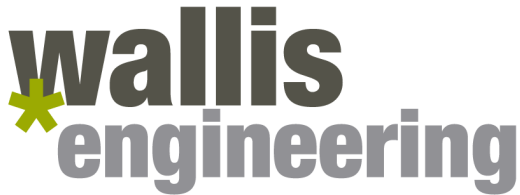
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources I .....	\$55/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources II ... ..	\$60/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources III ..	\$65/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources IV ..	\$70/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources V ...	\$75/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources VI..	\$80/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources VII. ....	\$85/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources VIII .....	\$90/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources IX ..	\$95/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources X ...	\$100/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XI ..	\$105/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XII. ....	\$110/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XIII .....	\$115/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XIV .....	\$120/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XV. ....	\$125/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XVI .....	\$130/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XVII.....	\$135/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XVIII.....	\$140/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XIX .....	\$145/hr
Engineer/Surveyor/Planner/Landscape Architect/Arborist/Natural Resources XX. ....	\$150/hr
GPS/Robotic Instrument One Person Crew .....	\$120/hr
Drone One-Person Crew/Office .....	\$105/hr
Survey Crew (Two Person).....	\$175/hr
Laser Scanning One Person Crew.....	\$170/hr
Technical Editor.....	\$70/hr
Clerical .....	\$65/hr

#### Reimbursables:

Subcontractors and Subconsultants	cost + 10%
Application/Permit Fees	@ cost
Mileage (current federally allowed rate)	\$0.545/mile
Technical Supplies	@ cost
Postage/Shipping	@ cost
Commercial Copies	cost + 10%
Commercial Delivery	cost + 10%
Miscellaneous (includes):	
Parking	@ cost
Aerial Photos	@ cost
Commercial Travel, Meals, Lodging	@ cost

AKS' policy is to put the client's interests first. We strive to provide top quality services at rates that are extremely competitive. We do not have a minimum number of hours charged per call out, mobilization charges, or trip charges. We understand that it is necessary, at times, to quickly go out to meet with clients and provide a small amount of work. There is no additional or minimum charge for this. Overtime rates are the same as the standard billing rate. AKS staff understands the need to work overtime to get projects done in a timely and efficient manner; therefore, we do not have an additional charge or multiplier for overtime. Field equipment, computer hardware, and computer software (AutoCAD licenses, etc.) are included in the labor rates.





## SUPPLEMENTAL AGREEMENT NO. 1

This Supplemental Agreement modifies the Personal Services Agreement (AGREEMENT) between Wallis Engineering (ENGINEER) and City of Camas (OWNER) signed February 5, 2018, for a PROJECT known as "Crown View Pump Station Improvements".

The following modifications are made to the AGREEMENT and all other terms and conditions remain unchanged:

The Scope of Work and Total Contract Amount are modified to include the following:

See attached EXHIBIT A1: Supplemental Scope of Work a detailed scope of work. The fee for this work will be billed on a time and materials basis not to exceed \$22,227.00. See Exhibit B1 for a breakdown of this estimated fee.

IN WITNESS WHEREOF this Supplemental Agreement is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

For OWNER: CITY OF CAMAS

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

\_\_\_\_\_, \_\_\_\_\_  
City of Camas  
616 NE 4th Avenue,  
Camas, WA 98607

For ENGINEER: WALLIS ENGINEERING

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

Jane Vail, Principal  
Wallis Engineering, PLLC  
215 W. 4<sup>th</sup> Street, Suite 200  
Vancouver, Washington 98660

**WALLIS ENGINEERING  
SUPPLEMENTAL AGREEMENT #1  
EXHIBIT A1: SCOPE OF WORK  
CITY OF CAMAS  
CROWN VIEW PLAZA PUMP STATION IMPROVEMENTS**

July 2018  
WE#1444A

**PROJECT DESCRIPTION AND GENERAL SCOPE**

Wallis Engineering is currently providing professional services to the City of Camas to design and prepare contract documents for the Crown View Plaza Pump Station Improvement project. In the course of predesign work, two issues have presented themselves: 1) the pump station is located on a constrained site with limited working space, and 2) the site currently experiences flooding during high rainfall events. The City has requested additional services to address these two issues in greater detail than originally anticipated. To address the site constraints, additional property will be purchased, and the site will be designed to fit within a larger footprint. As a first step towards ameliorating the flooding problem, a hydrologic and hydraulic analysis will be completed to provide stormwater system improvement recommendations.

This scope of work for Supplemental Agreement #1 addresses additional work necessary to obtain additional property, design the expanded site, and conduct an assessment of the local stormwater system.

**SUBCONSULTANTS**

<b>Subconsultant</b>	<b>Discipline</b>	<b>Task(s)</b>	<b>Scope of Work Exhibit</b>
MD Structural Engineering	Structural Engineering	Task 3.4	Exhibit C1
Universal Field Services	Property Acquisition	Task 7.1	Exhibit C2
KC Development	Survey	Task 7.2	Exhibit C3

**CONTRACT DURATION:** Contract term shall be extended to June 30, 2019.

**SPECIFIC SCOPE OF WORK**

**Task 1 Project Management (Supplemented Task)**

This supplement does not change the scope of project management work, but adds additional time necessary to manage the new and supplemented tasks and the extended contract duration.

**Task 3 Design (Supplemented Task)**

The original scope of work did not include any work necessary to design the retaining wall extension and associated site work. A new subtask has been added to this task to include additional work necessary to design the retaining wall and site improvements for the expanded site.

**3.4 Additional Site Design. (new subtask)** MD Structural will provide structural design of the proposed retaining wall extension, including structural calculations and drawings. Wallis will provide additional site work design for the expanded site.

**Task 6 Stormwater Assessment (New Task)**

This task includes a hydrologic and hydraulic assessment of the local stormwater system to be used to provide recommendations for improvements.

- 6.1 Review Existing Information.** Review available background information relating to the project area. The anticipated information, in electronic format, includes:
- Existing As-built drawings and plat maps.
  - Clark County GIS layers (stormwater piping, contours, flood plain mapping, wetlands, rights of way and property boundaries, etc.).
  - Aerial photography.
  - Road and utility as-builts as available.
- 6.2 Site Investigation.** Conduct a site visit to verify as-built drawing and GIS information, determine if additional information is needed, and document the condition of the outfall.
- 6.3 Hydrologic and Hydraulic Analysis.** The drainage basin contributing to the conveyance system adjacent to the pump station will be delineated based on GIS contour and stormwater piping layers. A hydrologic analysis of the basin will be completed using the SBUH method. A hydraulic model of the stormwater conveyance system adjacent to and downstream of the pump station will be developed in conjunction with the hydrologic analysis to determine capacity issues and conveyance system sizing needs.
- 6.4 Preliminary Stormwater Design Memorandum.** A memorandum will be prepared summarizing the existing conditions and the results of the hydrologic and hydraulic analysis. The memorandum will include recommendations for conveyance system improvements including pipe sizing, collection structures, outfall improvements, and preliminary cost estimates. An assessment of permitting needs for recommended improvements will also be included.

**Task 6 Deliverables:**

- Draft and Final Preliminary Stormwater Design Memorandum in electronic format.

**Task 6 Assumptions:**

- City will provide applicable GIS base layers.
- One site visit will be conducted.
- Available as-built drawings and Clark County GIS data are sufficiently detailed to allow for hydrologic modeling and conveyance system hydraulic modeling without additional survey.
- HydroCAD modeling software will be used for the hydrologic and hydraulic analysis. Up to ten pipe segments will be modeled.

**Task 7 Property Acquisition (New Task)**

This task includes services to acquire additional property from the adjoining property owner.

- 7.1 Property Acquisition.** Universal Field Services will assist the City with obtaining additional property for the pump station site. Property acquisition includes the following:
- Universal will be responsible for ordering and payment of preliminary title reports if needed. Preliminary title reports may be needed for development of the legal descriptions and may need to be ordered prior to the preparation of legal descriptions.
  - An appraisal waiver will be prepared by Universal using data from similar properties in the area. The City will review and provide authorization for the just compensation.
  - Negotiations will be conducted by Universal staff, on behalf of Agency, for property acquisition in accordance with the State and Federal Law. Complete files will be maintained

and will include: all correspondence; offer letters; and the diary of negotiator contacts with property owners and tenants.

- Universal will provide assistance to the City in closing the acquisition in accordance with City requirements, including clearing title by getting releases and reconveyances if needed or requested.

**7.2 Boundary Line Adjustment Application and Recording.** KC Development will complete a City of Camas boundary line adjustment application and recording with all supporting legal descriptions and documents pursuant to City Code 17.07.030 and 17.07.050.

***Task 7 Deliverables:***

- A Record of Survey will not be required

***Task 7 Assumptions:***

- A Record of Survey will not be required
- City will be responsible for recording the documents and making payment to the owner.

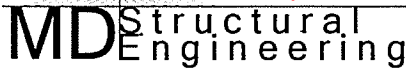
P:\14\1444A CROWN VIEW PS REHAB\100 AGREEMENT\102 WORKING DOCS\SUPP 1\1444A EXHIBIT A SCOPE SUPP 1.DOCX

**Supplemental Agreement No. 1**  
**Exhibit B1- Fee Estimate**  
**City of Camas - Crown View Pump Station Improvements**  
**WE #1444A**  
July 2018

													Subconsultants			Total
TASK		E1	E2	E3	E4	E5	E6	T1	TW	C1	Staff Cost	Expenses	MD Struc	UFS	KC Dev	Cost
		\$162	\$149	\$131	\$110	\$95	\$80	\$100	\$90	\$75						
Task 1	Project Management and Administration (supplemented task)	2			4					4	\$1,064					\$1,064
	TASK 1 SUBTOTAL	2	0	0	4	0	0	0	0	4	\$1,064	\$0		\$0	\$0	\$1,064
Task 3	Design (supplemented task)															
3.4	Additional Site Design (new subtask)	4			12						\$1,968	\$19 (M)	\$2,420			\$4,407
	TASK 3 SUBTOTAL	4	0	0	12	0	0	0	0	0	\$1,968	\$19	\$2,420	\$0	\$0	\$4,407
Task 6	Stormwater Assessment (new task)															
6.1	Review Existing Information		2		4		4				\$1,058					\$1,058
6.2	Site Investigation		4		4						\$1,036	\$19 (M)				\$1,055
6.3	Hydrologic and Hydraulic Analysis		8		2		16				\$2,692					\$2,692
6.4	Preliminary Stormwater Design Memorandum		8		20		20	8	4		\$6,152					\$6,152
	TASK 6 SUBTOTAL	0	22	0	30	0	40	8	4	0	\$10,938	\$19		\$0	\$0	\$10,957
Task 7	Property Acquisition (new task)															
7.1	Property Acquisition	2			4						\$764			\$4,560		\$5,324
7.2	Boundary Line Adjustment				2						\$220				\$255	\$475
	TASK 7 SUBTOTAL	2	0	0	6	0	0	0	0	0	\$984	\$0		\$0	\$4,560	\$255
	GRAND TOTAL	8	22	0	52	0	40	8	4	4	\$14,954	\$38		\$2,420	\$4,560	\$255

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Fee Summary.

FEE SUMMARY			
Staff	Hours	Rate	Fees
QC - Quality Control	0	\$206	\$0
SE - Senior Engineer	0	\$177	\$0
E1- Engineer 1(PM)	8	\$162	\$1,296
E2 - Engineer 2	22	\$149	\$3,278
E3 - Engineer 3	0	\$131	\$0
E4 - Engineer 4	52	\$110	\$5,720
E5- Engineer 5	0	\$95	\$0
E6 -Engineer 6	40	\$80	\$3,200
Inspector	0	\$91	\$0
T1 - Technician 1	8	\$100	\$800
TW- Technical Writer	4	\$90	\$360
C1 - Clerical 1	4	\$75	\$300
<b>Total Fees from Staff</b>			<b>\$14,954</b>
Subconsultant			Fees
MD Struc			\$2,420
UFS			\$4,560
KC Development			\$255
<b>Total Fees from Subconsultants</b>			<b>\$7,235</b>
NOTE: Fee includes 10% markup			
Expenses			Cost
Printing (P)			\$0
Mileage (M)			\$38
<b>Total Fees from Expenses</b>			<b>\$38</b>
<b>TOTAL BUDGET</b>			<b>\$22,227</b>



Email: britt@mdstructural.com phone: 360.944.9093  
113 W. 7<sup>th</sup> Street, Ste. 205, Vancouver, WA 98660

June 20, 2018

Jack Wallis  
Wallis Engineering  
215 W 4<sup>th</sup> Street  
Vancouver, WA 98660

RE: Proposal for structural engineering services:  
Crown View Pump Station Mechanically Stabilized Earth (MSE) Wall  
Camas, Washington

Dear Jack,

We are pleased to submit the following proposal for engineering services for the above project. This proposal includes our project description, scope of engineering services, and fees. If you have any questions or would like more detail on scope items, please don't hesitate to call. Thank you for this opportunity to provide these engineering services.

#### **PROJECT UNDERSTANDING**

The project consists of a single modular concrete block MSE wall approximately 80 ft long. The block wall will have a maximum retained height of soil of 6 ft with a flat back-slope which supports a large generator. There will likely be a 6 ft tall chain-link fence installed directly behind the block facing at the top of the wall and along the full length of the wall.

#### **SCOPE OF STRUCTURAL SERVICES**

MD Structural Engineering understands the scope of structural engineering services to be defined as follows. If items are required or should be excluded, please contact us as soon as possible so that adjustments can be made to the proposed fee.

1. (3)-Sets stamped structural calculations based on the IBC 2015 and NCMA 2010.
2. (3)-Sets stamped structural drawings consisting of Structural General Notes, block/ geotextile layout and necessary structural details/ sections.

#### **EXCLUDED SERVICES**

1. Civil Engineering
2. Geotechnical Engineering (Recommendations for generator vibrations in soil)
3. Revisions to the engineering after the first set of structural drawings and calculations have been issued for construction.



### **RIGHT-OF-WAY (R/W) SCOPE OF WORK**

Universal Field Services will provide labor, equipment and materials to research the needed properties, provide valuations, and assist the City to acquire one property for the expansion of a pump station. Universal will provide assistance in the closing process. R/W activities shall confirm to the standards contained in the Uniform Act of 1970 and amendments, and to State Law and County procedures. It is estimated that only one property will be involved.

### **Title Reports**

Universal will be responsible for ordering and payment of preliminary title reports if needed. A preliminary title reports may be needed for development of the legal descriptions and may need to be ordered prior to the preparation of legal descriptions.

### **Appraisals/Appraisal Review**

An appraisal waiver will be prepared by Universal using data from similar properties in the area. The City will review and provide authorization for the just compensation.

### **Acquisition**

Negotiations will be conducted by Universal staff, on behalf of Agency, for right-of-way acquisition in accordance with the State and Federal Law. Complete files will be maintained and will include: all correspondence; offer letters; and the diary of negotiator contacts with property owners and tenants.

### **Closing**

Universal will provide assistance to the City in closing the acquisition in accordance with their requirements, including clearing title by getting releases and reconveyances if needed or requested. City will be responsible for recording the documents and making payment to the owner.



PO Box 398  
Camas, WA 98607  
360.834.2519  
fax.834.5498  
[www.kcdevelopment.net](http://www.kcdevelopment.net)

*PROVIDING SURVEYING AND PLANNING SERVICES WITH A PERSONAL COMMITMENT TO EXCELLENCE.*

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**Scope and Fee Proposal**  
**"Crown View Pump Station Survey"**  
June 6, 2018

**Work to be performed for:**

Wallis Engineering  
c/o Tim Shell, PE  
360.852.9159

**Description of Services:**

The subject property is located at the Crown View Pump Station adjacent to NW Ivy Lane in Camas, Washington. The site is also known as a portion of Lot 16, Crown View Plaza, a Plat of Record in Book G, Page 822, Clark County Plat Records. Additional Professional Land Surveying Services are required, outlined as follows with the site area depicted on Exhibit "Additional Survey 2.pdf":

**Task I: Additional Topographic Base Survey**

This task includes the following:

1. Trees
2. Contours at 1-foot elevations
3. Update to the existing survey
4. Vertical Datum will be Clark County.
5. Deliverables in AutoCAD Civil 3d and .pdf

**Task II: Boundary Line Adjustment Application**

This task includes the following:

1. Completion of the City of Camas Application with all supporting documents pursuant to City Code 17.07.030.

**Task III: Boundary Line Adjustment Recording**

This task includes the following:

1. Completion of the City of Camas Recording with all supporting legal descriptions and documents pursuant to City Code 17.07.050. Note: Per Email from Robert Maul dated 6-6-18, a Record of Survey should not be required for this project. This would be an extra cost as needed.



Exhibit C3: KC Development LLC Scope of Work  
Supplemental Agreement No. 1  
City of Camas: Crown View Plaza Pump Station Improvements



PO Box 398  
Camas, WA 98607  
360.834.2519  
fax.834.5498  
[www.kcdevelopment.net](http://www.kcdevelopment.net)

*PROVIDING SURVEYING AND PLANNING SERVICES WITH A PERSONAL COMMITMENT TO EXCELLENCE.*

---

**Project Assumptions:**

Consultant shall have free, unencumbered access to the subject property. Owner and Consultant shall work together in a timely manner for prompt delivery of all aspects of services provided.

**Exclusions to Agreement:**

Other changes or additions to the description of services herein described shall be agreed upon in writing, considered an extra, and shall be billed as an additional cost based upon actual time and materials spent.

**Hourly Rates:**

Project Surveyor: \$110.00  
Field Crew Party Chief: \$75.00  
Field Crew Chain Person: \$55.00



---

**Bell & Associates, Inc.****1628 NW 33<sup>rd</sup> Way, Camas, WA 98607****Phone 360-210-4344 / Chris@Bellassociatesinc.com**

---

July 16, 2018

Sam Adams, P.E.  
Utility Manager  
City of Camas

Sam,

Here is the estimated budget, by task, to complete the Phase II planning work for the City's solid waste plan.


Task Description		Hours	Cost
1	Assist City and WCI staff with reroute / data collection	16	\$2,480
2	Assist with customer education and outreach material	8	\$1,240
3	Update Collection rates / follow up with WCI and County	8	\$1,240
4	Prepare final report / plan	32	\$4,960
<b>Totals</b>		<b>64</b>	<b>\$9,920</b>

Approved

---

Mayor or Designee

Date:



---

Chris Bell, Bell & Associates

Date:

9-6-18

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I, Jennifer Gorsuch, hereby certify  
that these bid tabulations are correct.

Jennifer Gorsuch, City Clerk

Date

9/11/18

<b>PROJECT NO. T1013</b> <b>DESCRIPTION: NE ADAMS STREET NEIGHBORHOOD IMPROVEMENTS</b> <b>DATE OF BID OPENING:</b> September 11, 2018, at 1:00 PM				<b>Engineer's Estimate:</b> \$374,400.00		<b>McDonald Excavating, Inc.</b> 2719 Main Street Washougal, WA 98671 360.835.8794		<b>Thompson Bros Excavating, Inc.</b> 18211 NE Fourth Plain Rd Vancouver, WA 98682 360.254.7056		<b>Haag &amp; Shaw, Inc.</b> 636 SE 3rd Ave Camas, WA 98607 360.834.2514	
				Ent. By RLS							
<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>ENGRG TOTAL</b>	<b>UNIT PRICE</b>	<b>CONTRACT TOTAL</b>	<b>UNIT PRICE</b>	<b>CONTRACT TOTAL</b>	<b>UNIT PRICE</b>	<b>CONTRACT TOTAL</b>
<b>Schedule A - Street</b>											
1	Mobilization	LS	1.00	\$10,000.00	\$10,000.00	\$26,130.00	\$26,130.00	\$35,000.00	\$35,000.00	\$18,000.00	\$18,000.00
2	Project Temporary Traffic Control	LS	1.00	\$4,000.00	\$4,000.00	\$12,000.00	\$12,000.00	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00
3	Clearing & Grubbing	LS	1.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$1,800.00	\$1,800.00
4	Removal of Structure and Obstruction	LS	1.00	\$5,404.00	\$5,404.00	\$3,000.00	\$3,000.00	\$8,600.00	\$8,600.00	\$6,400.00	\$6,400.00
5	Removal of Additional Cement Concrete Sidewalk	SY	30.00	\$35.00	\$1,050.00	\$8.00	\$240.00	\$40.00	\$1,200.00	\$45.00	\$1,350.00
6	Removal of Additional Cement Concrete Curb	LF	30.00	\$25.00	\$750.00	\$5.00	\$150.00	\$20.00	\$600.00	\$30.00	\$900.00
7	Roadway Excavation, Incl. Haul	CY	194.00	\$70.00	\$13,580.00	\$48.00	\$9,312.00	\$45.00	\$8,730.00	\$53.00	\$10,282.00
8	In-Place Cement Treated Base (CTB)	SY	1,942.00	\$6.75	\$13,108.50	\$7.00	\$13,594.00	\$4.75	\$9,224.50	\$5.97	\$11,593.74
9	Cement for CTB (10% @ 8" Depth)	TON	60.60	\$150.00	\$9,090.00	\$164.00	\$9,938.40	\$160.00	\$9,696.00	\$158.00	\$9,574.80
10	Removal and Replacement of Unsuitable Material (Road Base)	CY	30.00	\$55.00	\$1,650.00	\$65.00	\$1,950.00	\$90.00	\$2,700.00	\$60.00	\$1,800.00
11	HMA Class 1/2" PG 64-22	TON	406.00	\$94.00	\$38,164.00	\$95.00	\$38,570.00	\$101.00	\$41,006.00	\$112.00	\$45,472.00
12	Cement Concrete Traffic Curb	LF	584.00	\$35.00	\$20,440.00	\$26.00	\$15,184.00	\$40.00	\$23,360.00	\$45.36	\$26,490.24
13	Cement Concrete Pedestrian Curb	LF	100.00	\$35.00	\$3,500.00	\$33.00	\$3,300.00	\$40.00	\$4,000.00	\$45.36	\$4,536.00
14	Cement Concrete Driveway Entrance Type Retrofit	SY	82.00	\$75.00	\$6,150.00	\$120.00	\$9,840.00	\$118.00	\$9,676.00	\$140.00	\$11,480.00
15	Cement Concrete Sidewalk	SY	333.00	\$75.00	\$24,975.00	\$64.00	\$21,312.00	\$84.00	\$27,972.00	\$114.00	\$37,962.00
16	Cement Concrete Sidewalk Ramp Type Retrofit	SY	2.80	\$115.00	\$322.00	\$370.00	\$1,036.00	\$175.00	\$490.00	\$200.00	\$560.00
17	Cement Concrete Sidewalk Ramp Type Combination	SY	28.70	\$200.00	\$5,740.00	\$110.00	\$3,157.00	\$175.00	\$5,022.50	\$200.00	\$5,740.00
18	Cement Concrete Sidewalk Ramp Type 1	SY	5.90	\$167.00	\$985.30	\$200.00	\$1,180.00	\$175.00	\$1,032.50	\$200.00	\$1,180.00
19	Ramp Detectable Warning	SF	38.00	\$55.00	\$2,090.00	\$28.00	\$1,064.00	\$51.00	\$1,938.00	\$55.00	\$2,090.00
20	Mailbox Support	EA	2.00	\$300.00	\$600.00	\$235.00	\$470.00	\$600.00	\$1,200.00	\$300.00	\$600.00
21	Permanent Signing	LS	1.00	\$400.00	\$400.00	\$580.00	\$580.00	\$0.00	\$0.00	\$800.00	\$800.00
22	Construction Documentation (minimum bid \$10,000)	LS	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
23	Minor Changes (minimum bid \$5,000)	LS	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

<b>Street Subtotal</b>	<b>\$179,998.80</b>	<b>\$190,007.40</b>	<b>\$215,447.50</b>	<b>\$220,610.78</b>
<b>Sales Tax (0%)</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>Street Total</b>	<b>\$179,998.80</b>	<b>\$190,007.40</b>	<b>\$215,447.50</b>	<b>\$220,610.78</b>

**Schedule B - Water/Sewer**

24	Manhole 48 Inch Diam.	EA	2.00	\$7,000.00	\$14,000.00	\$7,935.00	\$15,870.00	\$7,000.00	\$14,000.00	\$9,400.00	\$18,800.00
25	Plugging Existing Pipe	EA	2.00	\$150.00	\$300.00	\$75.00	\$150.00	\$500.00	\$1,000.00	\$250.00	\$500.00
26	Trench Safety System (Min. \$1.00/LF)	LF	577.00	\$1.00	\$577.00	\$2.00	\$1,154.00	\$2.00	\$1,154.00	\$4.00	\$2,308.00
27	Removal and Replacement of Unsuitable Material	CY	50.00	\$50.00	\$2,500.00	\$50.00	\$2,500.00	\$50.00	\$2,500.00	\$60.00	\$3,000.00
28	Solid Rock Excavation	CY	10.00	\$200.00	\$2,000.00	\$100.00	\$1,000.00	\$200.00	\$2,000.00	\$50.00	\$500.00
29	Ductile Iron Pipe for Water Main, 6 Inch Diam.	LF	25.00	\$80.00	\$2,000.00	\$70.00	\$1,750.00	\$62.00	\$1,550.00	\$139.00	\$3,475.00
30	Ductile Iron Pipe for Water Main, 8 Inch Diam.	LF	474.00	\$90.00	\$42,660.00	\$70.00	\$33,180.00	\$67.00	\$31,758.00	\$79.00	\$37,446.00
31	Testing and Flushing Water System	LS	1.00	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00	\$1,500.00	\$1,500.00	\$2,600.00	\$2,600.00
32	Gate Valve, 8 Inch	EA	6.00	\$1,200.00	\$7,200.00	\$1,045.00	\$6,270.00	\$1,500.00	\$9,000.00	\$1,250.00	\$7,500.00
33	Ductile Iron Fitting, 6 Inch	EA	1.00	\$280.00	\$280.00	\$140.00	\$140.00	\$500.00	\$500.00	\$275.00	\$275.00
34	Ductile Iron Fitting, 8 Inch	EA	7.00	\$380.00	\$2,660.00	\$250.00	\$1,750.00	\$500.00	\$3,500.00	\$390.00	\$2,730.00
35	Service Connection, 1 Inch Diam.	EA	9.00	\$1,200.00	\$10,800.00	\$1,180.00	\$10,620.00	\$1,500.00	\$13,500.00	\$1,200.00	\$10,800.00
36	PVC Sanitary Sewer Pipe 8 Inch Diam.	LF	306.00	\$150.00	\$45,900.00	\$135.00	\$41,310.00	\$126.00	\$38,556.00	\$142.00	\$43,452.00
37	Sewer Bypass Pumping	LS	1.00	\$3,000.00	\$3,000.00	\$3,075.00	\$3,075.00	\$8,000.00	\$8,000.00	\$2,300.00	\$2,300.00
38	Testing Sewer Pipe	LS	1.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
39	Side Sewer with Cleanout	LF	178.00	\$109.00	\$19,402.00	\$85.00	\$15,130.00	\$90.00	\$16,020.00	\$131.00	\$23,318.00
40	Side Sewer with Cleanout & Check Valve	LF	93.00	\$119.00	\$11,067.00	\$105.00	\$9,765.00	\$95.00	\$8,835.00	\$196.00	\$18,228.00
41	Erosion Control and Water Pollution Control	LS	1.00	\$3,000.00	\$3,000.00	\$2,020.00	\$2,020.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00
42	Roadside Restoration	LS	1.00	\$3,000.00	\$3,000.00	\$1,700.00	\$1,700.00	\$3,800.00	\$3,800.00	\$3,800.00	\$3,800.00
43	Minor Changes (minimum bid \$5,000)	LS	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

<b>Water/Sewer Subtotal</b>	<b>\$179,346.00</b>	<b>\$156,634.00</b>	<b>\$166,173.00</b>	<b>\$190,032.00</b>
<b>Sales Tax (8.4%)</b>	<b>\$15,065.06</b>	<b>\$13,157.26</b>	<b>\$13,958.53</b>	<b>\$15,962.69</b>
<b>Water/Sewer Total</b>	<b>\$194,411.06</b>	<b>\$169,791.26</b>	<b>\$180,131.53</b>	<b>\$205,994.69</b>

<b>CONTRACT TOTAL</b> (Basis of Award - Schedules A + B)	<b>\$374,409.86</b>	<b>\$359,798.66</b>	<b>\$395,579.03</b>	<b>\$426,605.47</b>
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Irregular Bid: Proposal did not include a  
Unit Price for Bid Item No. 21

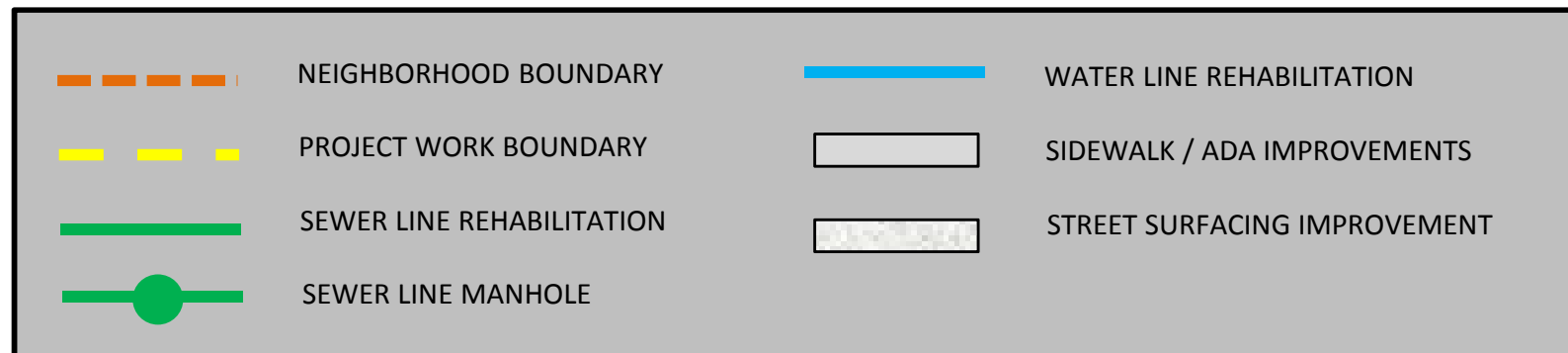
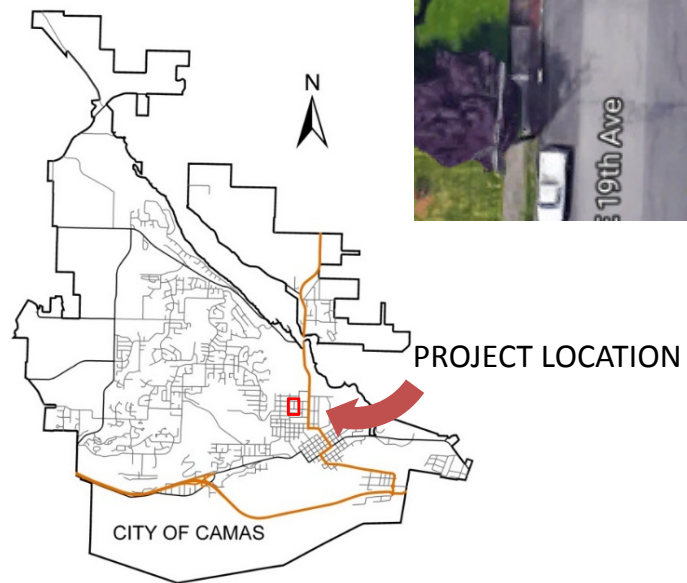
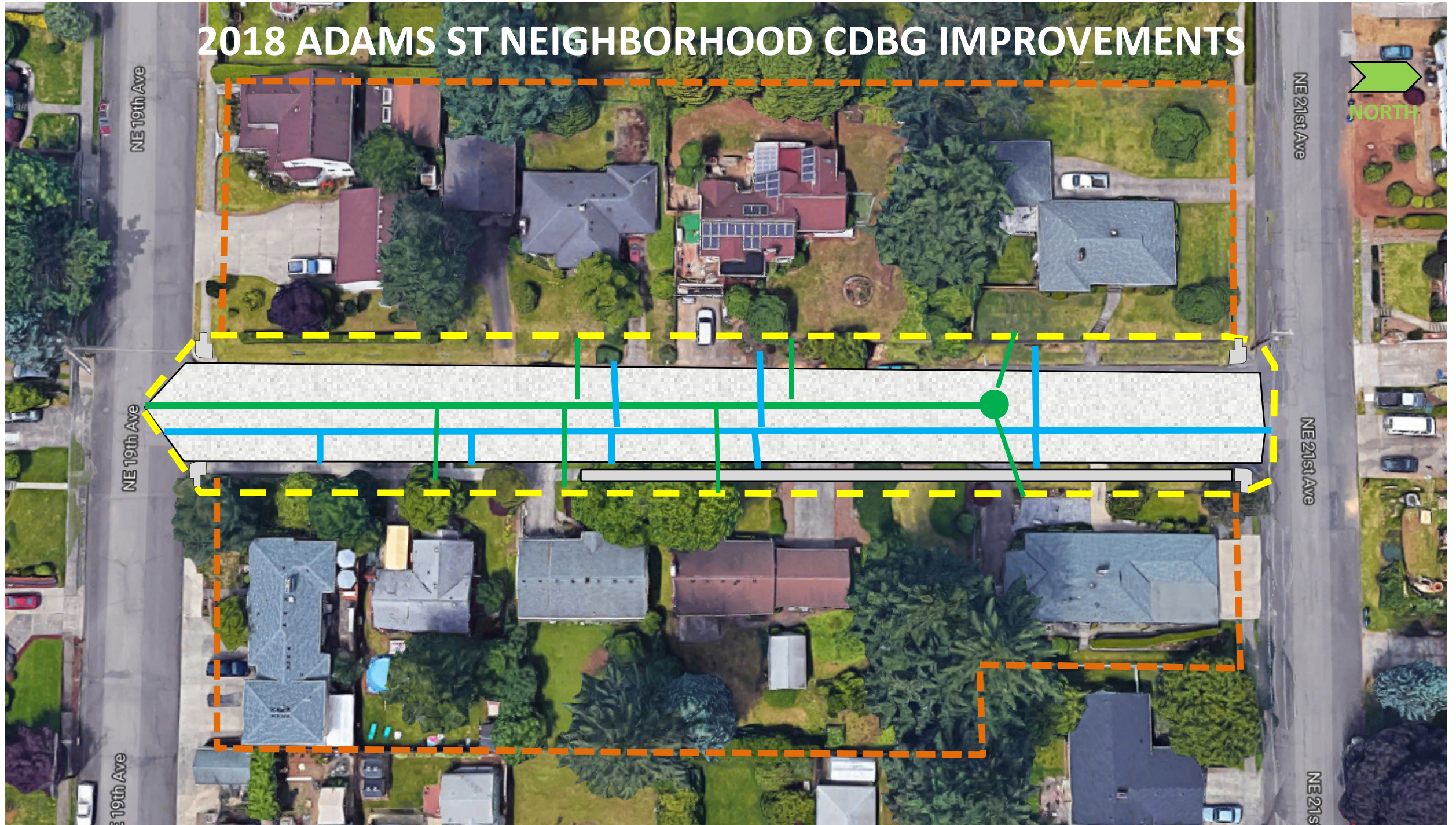
PROJECT NO. T1013 DESCRIPTION: NE ADAMS STREET NEIGHBORHOOD IMPROVEMENTS DATE OF BID OPENING: September 11, 2018, at 1:00 PM				Ent. By RLS		3 Kings Environmental, Inc. PO Box 280 Battle Ground, WA 98604 360.666.5464		Advanced Excavating Specialists, Inc. 1010 Columbia Boulevard Longview, WA 98632 360.232.8854		Clark and Sons Excavating 7601 NE 289th Street Battle Ground, WA 98604 360.450.7378		Nutter Corporation 7211-A NE 43rd Avenue Vancouver, WA 98661 360.573.2000	
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL		
Schedule A - Street													
1	Mobilization	LS	1.00	\$40,000.00	\$40,000.00	\$56,300.13	\$56,300.13	\$44,000.00	\$44,000.00	\$46,000.00	\$46,000.00		
2	Project Temporary Traffic Control	LS	1.00	\$11,000.00	\$11,000.00	\$8,150.00	\$8,150.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00		
3	Clearing & Grubbing	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$10,000.60	\$10,000.60		
4	Removal of Structure and Obstruction	LS	1.00	\$13,000.00	\$13,000.00	\$7,000.00	\$7,000.00	\$11,000.00	\$11,000.00	\$25,000.00	\$25,000.00		
5	Removal of Additional Cement Concrete Sidewalk	SY	30.00	\$60.00	\$1,800.00	\$18.00	\$540.00	\$58.00	\$1,740.00	\$25.00	\$750.00		
6	Removal of Additional Cement Concrete Curb	LF	30.00	\$35.00	\$1,050.00	\$13.00	\$390.00	\$45.00	\$1,350.00	\$16.00	\$480.00		
7	Roadway Excavation, Incl. Haul	CY	194.00	\$39.00	\$7,566.00	\$44.00	\$8,536.00	\$70.00	\$13,580.00	\$50.00	\$9,700.00		
8	In-Place Cement Treated Base (CTB)	SY	1,942.00	\$6.50	\$12,623.00	\$7.00	\$13,594.00	\$10.00	\$19,420.00	\$8.00	\$15,536.00		
9	Cement for CTB (10% @ 8" Depth)	TON	60.60	\$178.00	\$10,786.80	\$160.00	\$9,696.00	\$180.00	\$10,908.00	\$160.00	\$9,696.00		
10	Removal and Replacement of Unsuitable Material (Road Base)	CY	30.00	\$90.00	\$2,700.00	\$210.00	\$6,300.00	\$100.00	\$3,000.00	\$110.00	\$3,300.00		
11	HMA Class 1/2" PG 64-22	TON	406.00	\$128.00	\$51,968.00	\$96.00	\$38,976.00	\$90.00	\$36,540.00	\$101.00	\$41,006.00		
12	Cement Concrete Traffic Curb	LF	584.00	\$27.00	\$15,768.00	\$46.00	\$26,864.00	\$49.00	\$28,616.00	\$28.00	\$16,352.00		
13	Cement Concrete Pedestrian Curb	LF	100.00	\$23.00	\$2,300.00	\$42.00	\$4,200.00	\$47.00	\$4,700.00	\$31.00	\$3,100.00		
14	Cement Concrete Driveway Entrance Type Retrofit	SY	82.00	\$140.00	\$11,480.00	\$122.00	\$10,004.00	\$170.00	\$13,940.00	\$125.00	\$10,250.00		
15	Cement Concrete Sidewalk	SY	333.00	\$100.00	\$33,300.00	\$88.00	\$29,304.00	\$100.00	\$33,300.00	\$66.00	\$21,978.00		
16	Cement Concrete Sidewalk Ramp Type Retrofit	SY	2.80	\$600.00	\$1,680.00	\$400.00	\$1,120.00	\$900.00	\$2,520.00	\$600.00	\$1,680.00		
17	Cement Concrete Sidewalk Ramp Type Combination	SY	28.70	\$110.00	\$3,157.00	\$140.00	\$4,018.00	\$350.00	\$10,045.00	\$120.00	\$3,444.00		
18	Cement Concrete Sidewalk Ramp Type 1	SY	5.90	\$250.00	\$1,475.00	\$230.00	\$1,357.00	\$700.00	\$4,130.00	\$220.00	\$1,298.00		
19	Ramp Detectable Warning	SF	38.00	\$95.00	\$3,610.00	\$41.00	\$1,558.00	\$53.00	\$2,014.00	\$30.00	\$1,140.00		
20	Mailbox Support	EA	2.00	\$500.00	\$1,000.00	\$195.00	\$390.00	\$800.00	\$1,600.00	\$400.00	\$800.00		
21	Permanent Signing	LS	1.00	\$600.00	\$600.00	\$375.00	\$375.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00		
22	Construction Documentation (minimum bid \$10,000)	LS	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		
23	Minor Changes (minimum bid \$5,000)	LS	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		
Street Subtotal					\$246,863.80		\$248,672.13		\$279,403.00		\$262,010.60		
Sales Tax (0%)					N/A		N/A		N/A		N/A		
Street Total					\$246,863.80		\$248,672.13		\$279,403.00		\$262,010.60		

Schedule B - Water/Sewer											
24	Manhole 48 Inch Diam.	EA	2.00	\$10,000.00	\$20,000.00	\$10,500.00	\$21,000.00	\$7,500.00	\$15,000.00	\$8,000.00	\$16,000.00
25	Plugging Existing Pipe	EA	2.00	\$1,000.00	\$2,000.00	\$50.00	\$100.00	\$315.00	\$630.00	\$500.00	\$1,000.00
26	Trench Safety System (Min. \$1.00/LF)	LF	577.00	\$1.00	\$577.00	\$9.00	\$5,193.00	\$1.50	\$865.50	\$3.00	\$1,731.00
27	Removal and Replacement of Unsuitable Material	CY	50.00	\$44.00	\$2,200.00	\$130.00	\$6,500.00	\$45.00	\$2,250.00	\$110.00	\$5,500.00
28	Solid Rock Excavation	CY	10.00	\$330.00	\$3,300.00	\$500.00	\$5,000.00	\$435.00	\$4,350.00	\$275.00	\$2,750.00
29	Ductile Iron Pipe for Water Main, 6 Inch Diam.	LF	25.00	\$78.00	\$1,950.00	\$92.00	\$2,300.00	\$105.00	\$2,625.00	\$180.00	\$4,500.00
30	Ductile Iron Pipe for Water Main, 8 Inch Diam.	LF	474.00	\$72.00	\$34,128.00	\$58.00	\$27,492.00	\$75.00	\$35,550.00	\$72.00	\$34,128.00
31	Testing and Flushing Water System	LS	1.00	\$3,600.00	\$3,600.00	\$700.00	\$700.00	\$8,000.00	\$8,000.00	\$1,200.00	\$1,200.00
32	Gate Valve, 8 Inch	EA	6.00	\$1,600.00	\$9,600.00	\$980.00	\$5,880.00	\$1,150.00	\$6,900.00	\$1,300.00	\$7,800.00
33	Ductile Iron Fitting, 6 Inch	EA	1.00	\$740.00	\$740.00	\$185.00	\$185.00	\$280.00	\$280.00	\$200.00	\$200.00
34	Ductile Iron Fitting, 8 Inch	EA	7.00	\$775.00	\$5,425.00	\$285.00	\$1,995.00	\$337.00	\$2,359.00	\$300.00	\$2,100.00
35	Service Connection, 1 Inch Diam.	EA	9.00	\$1,559.00	\$14,031.00	\$1,500.00	\$13,500.00	\$1,500.00	\$13,500.00	\$1,100.00	\$9,900.00
36	PVC Sanitary Sewer Pipe 8 Inch Diam.	LF	306.00	\$115.00	\$35,190.00	\$158.00	\$48,348.00	\$45.00	\$13,770.00	\$112.00	\$34,272.00
37	Sewer Bypass Pumping	LS	1.00	\$12,000.00	\$12,000.00	\$9,000.00	\$9,000.00	\$7,000.00	\$7,000.00	\$14,500.00	\$14,500.00
38	Testing Sewer Pipe	LS	1.00	\$1,800.00	\$1,800.00	\$1,750.00	\$1,750.00	\$1,800.00	\$1,800.00	\$1,400.00	\$1,400.00
39	Side Sewer with Cleanout	LF	178.00	\$95.00	\$16,910.00	\$115.00	\$20,470.00	\$125.00	\$22,250.00	\$130.00	\$23,140.00
40	Side Sewer with Cleanout & Check Valve	LF	93.00	\$100.00	\$9,300.00	\$125.00	\$11,625.00	\$125.00	\$11,625.00	\$205.00	\$19,065.00
41	Erosion Control and Water Pollution Control	LS	1.00	\$4,000.00	\$4,000.00	\$1,220.00	\$1,220.00	\$6,000.00	\$6,000.00	\$3,500.00	\$3,500.00
42	Roadside Restoration	LS	1.00	\$6,250.00	\$6,250.00	\$3,300.00	\$3,300.00	\$6,000.00	\$6,000.00	\$1,000.00	\$1,000.00
43	Minor Changes (minimum bid \$5,000)	LS	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
<b>Water/Sewer Subtotal</b>					<b>\$188,001.00</b>		<b>\$190,558.00</b>		<b>\$165,754.50</b>		<b>\$188,686.00</b>
<b>Sales Tax (8.4%)</b>					<b>\$15,792.08</b>		<b>\$16,006.87</b>		<b>\$13,923.38</b>		<b>\$15,849.62</b>
<b>Water/Sewer Total</b>					<b>\$203,793.08</b>		<b>\$206,564.87</b>		<b>\$179,677.88</b>		<b>\$204,535.62</b>

**Irregular Bid: Bidder did not submit E-Verify MOU issued by Homeland Security**



# 2018 ADAMS ST NEIGHBORHOOD CDBG IMPROVEMENTS





# 2018 ADAMS ST NEIGHBORHOOD CDBG IMPROVEMENTS





~ PROCLAMATION ~

WHEREAS, Camas is a caring community that supports children and families; and

WHEREAS, 43 children are diagnosed with cancer in the U.S. each day, resulting in 15,780 times annually that a family will hear the words, "Your child has cancer"; and

WHEREAS, the causes of childhood cancer are largely unknown and more studies are needed to understand which treatments work best for children; and

WHEREAS, cancer treatment for children often must differ from traditional adult treatments to take into account children's developmental needs and other factors; and

WHEREAS, nearly 2,000 American children under the age of 19 still die each year from cancer, making it the leading cause of death by disease in children; and

WHEREAS, although the five-year survival rate for childhood cancers has reached 80 percent, two-thirds of those that do survive are at risk for chronic health conditions later on in life; and

WHEREAS, hundreds of children are currently being treated for cancer in Washington State; and

WHEREAS, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure;

NOW, THEREFORE, I, Scott Higgins, Mayor of the City of Camas, do hereby proclaim **September 2018**, as

***"Childhood Cancer Awareness Month"***

in the City of Camas, and encourage all citizens to support this cause that so deeply impacts families.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 17<sup>th</sup> day of September, 2018.

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



## Staff Report

September 17, 2018 Council Regular Meeting

**Final approval of the transfer and conveyance of Georgia Pacific property, including the Lacamas Creek dams and Mill Ditch, to the City of Camas.**

Staff Contact	Phone	Email
Pete Capell, City Administrator	360.834.6864	<a href="mailto:pcapell@cityofcamas.us">pcapell@cityofcamas.us</a>

**INTRODUCTION/PURPOSE/SUMMARY:** The City of Camas has entered into an Agreement for Transfer and Conveyance with Georgia Pacific Consumer Operations LLC to allow Georgia Pacific to donate property appraised at \$960,000 to the City of Camas. The approximate 190-acre donation includes two dams, Mill Ditch and other miscellaneous properties along the shorelines of Lacamas Creek and Washougal River.

Per the Agreement, the City had a 120-day due diligence period, which was extended to 150 days. During that time, we have performed engineering analysis of the dams, reviewed the maintenance and operations of the dams, discussed permitting and oversight with State agencies, explored partnerships with Clark County and requested insurance premiums to cover liability in the event of breach or failure of each dam.

The dams are in good structural condition. Based on prior inspections completed by Georgia Pacific, the wooden gates need to be replaced at the Upper Dam. Georgia Pacific will provide the City \$10,000 to cover the expense of replacing the gates. The regular maintenance and operation of the dam is currently estimated to require 0.5 FTE. Public Works would hire one full time person funded by the Stormwater Utility, who will provide stormwater maintenance, when not working on the dams. Based on a preliminary analysis, it appears the currently proposed Stormwater Rate increase of 3.0% would be sufficient to provide the level of maintenance support required.

We received a quote of \$247,845 per year for insurance premiums. Since there has never been a claim on the dams, staff and Washington Cities Insurance Authority recommends that we self-insure. We have reserves available in the Stormwater Fund and would likely be able to set aside additional funds each year. A breach or failure of the dams is only likely to occur during a major event in which case we would probably receive FEMA assistance.

We have approached Clark County, since they own Round Lake and surrounding trails, about partnering in the maintenance and operation of the dams. They have expressed interest, but we do not have an agreement to date. They also indicated they have access to less expensive insurance.

Georgia Pacific has indicated if we were not to accept the property, they would look for another organization to take ownership, lower the level of the lakes by opening the gates and explore



demolition of the dams. Their operator will no longer be working beginning in November, so at that point they will open the gates fully.

The closing of this transaction is subject to final approval of City Council. The agreement expires September 28, 2018. Staff recommends that Council approve this transaction. The dams provide significant recreational and aesthetic benefits to the City of Camas and our residents. In addition, the Mill Ditch is intended to be converted to a multi-modal trail with connections to many of our existing trails, open spaces and our downtown business district.

RECOMMENDATION/RECOMMENDED ACTION/ACTION REQUESTED: Staff recommends final approval of the Agreement for Transfer and Conveyance.

## AGREEMENT FOR TRANSFER AND CONVEYANCE

THIS AGREEMENT FOR TRANSFER AND CONVEYANCE (this "Agreement") is entered into as of MAY 1, 2018 (the "Effective Date") by and between Georgia-Pacific Consumer Operations LLC, a Delaware limited liability company ("Transferor"), and the City of Camas, a municipal corporation (the "City"). Transferor or the City may be separately referred to as a "Party," and together as the "Parties".

### RECITALS

A. Transferor owns certain real property in Clark County, Washington (the "Georgia-Pacific Property") described on Exhibit A attached hereto. Transferor desires to convey and dedicate to the City certain portions of the Georgia-Pacific Property that are depicted on Exhibit B attached hereto (the "Transfer Property"), subject to the terms and conditions of this Agreement.

B. City desires to accept Transferor's conveyance of the Transfer Property, subject to the terms and conditions of this Agreement.

### AGREEMENT

In consideration of the foregoing recitals, which are hereby incorporated into this Agreement as though set forth in full, and in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

#### 1. Conveyance; Acceptance.

1.1 Transferor agrees to convey to the City, and the City agrees to accept from Transferor, the Transfer Property, pursuant to the terms and conditions of this Agreement. The conveyance of the Transfer Property to the City shall be a dedication for public use, and the City shall pay no monetary amount to Transferor by way of purchase price for the Transfer Property.

1.2 The Parties acknowledge that the Transfer Property shall include the dam structures (the "Dam") located on tax parcels 124480000 and 124482000 and the staircase commonly known as the City Steps located on tax parcel 90918000 and 90911000.

1.3 The Parties acknowledge that the Transfer Property shall not include any water rights held by Transferor, all of which shall be retained by Transferor.

2. Easement Agreement. At Closing, Transferor and Transferee shall enter into an easement agreement (the "Easement Agreement") for a permanent access easement over Clark County tax parcel 90910000 to provide vehicular and pedestrian access to Transferor's property known as Clark County Tax Parcel 91043000. Transferor and Transferee shall work together during the Review Period to agree upon and finalize the form of the Easement Agreement. Transferor shall be responsible for the cost of any surveys or legal descriptions prepared in connection with the Easement Agreement. During the Review Period, the parties hereto shall also determine if there

are any private utilities located on the Transfer Property that serve the Georgia-Pacific Property. In the event any such utilities are identified, at Closing the parties shall enter into a mutually-acceptable easement agreement to allow such utilities to remain on the Transfer Property.

### 3. The City's Property Review

3.1 Access to Property; Inspections. The City shall have until one hundred twenty (120) days after the Effective Date (the "Review Period"), to satisfy itself concerning all aspects of the Transfer Property, including without limitation, the physical condition of the Transfer Property, the existence of wetlands and other sensitive areas, the availability of utilities serving the Transfer Property, the means by which the Property has access to public rights-of-way, and the ability of the City to obtain any permits or approvals necessary for the Property to be used for its intended purpose, subject to the Restrictive Covenants (defined below), provided that the City may elect to waive the Review Period and proceed to Closing at any time, subject to the terms and conditions of this Agreement. All such work and studies shall be at the sole cost and expense of the City and shall be nondestructive and shall not be invasive or involve subsurface investigations of the Transfer Property, except with the prior written consent of the Transferor, which consent shall be granted or withheld in Transferor's sole discretion. With respect to any such invasive or subsurface testing as Transferor may approve, the City shall notify Transferor at least five (5) business days in advance of any proposed soil or groundwater testing or any other invasive sampling, and shall conduct only such testing as may be approved by Transferor in its sole discretion and with such conditions as Transferor may require, including, but not limited to, requiring (i) an employee or representative of Transferor be present for such testing and (ii) that Transferor's representative be permitted to take split samples of any samples taken by the City's representative. The City shall, at its expense, restore any damage to or disturbance of the Transfer Property caused by its inspections. All costs and expenses of all of the City's tests, inspections and studies shall be paid by the City when due, regardless of whether the dedication of the Transfer Property occurs. Further, the City agrees to abide by any safety rules or rules of conduct imposed by Transferor with respect to the City's access.

3.2 Environmental Inspections. The City agrees to provide Transferor with a true and complete copy of all environmental studies, tests and reports which the City obtains in connection with its inspection of the Transfer Property if requested by Transferor. The City shall pay for all costs of its environmental inspections regardless of whether the transfer of the Transfer Property occurs.

3.3 Records Access and Scope of Inspections. The City acknowledges that Transferor has previously provided the City with copies of the following review materials: 2016 Lacamas Lake Dam Inspection Reports, 2017 Lacamas Lake Dam Inspection Reports, 2016 Lacamas Lake Dam Maintenance Summary and 2017 Lacamas Lake Dam Maintenance Summary. Within thirty (30) days following execution of this Agreement, the City shall be provided from Transferor the following documents: Most recent Lacamas Lake Dam O&M Manual, Most recent Lacamas Lake Dam Emergency Action Plan, Dam Seepage Measurements, Lacamas Lake Dam Engineering Drawing and Diagrams and Lake Level Transmitter Manual and Drawings. The City may, at its option and upon prior reasonable notice to Transferor, inspect Transferor's real property files related to the Transferor Property located at Transferor's Camas, WA facility, which documents will be made available to the City during normal business

hours at said location. However, the City agrees that it shall be solely responsible for the nature, scope and extent of its investigations of the Transfer Property and no statements made or information provided by Transferor or any agent or employee of Transferor shall be construed or relied upon as advice or a recommendation as to the kind or extent of any studies, tests or evaluations which should be obtained by the City or will be adequate for the City's intended use of the Transfer Property.

3.4 The City's Acceptance of Property. If, by the end of the Review Period, the City has not notified Transferor in writing that the City does not accept the Transfer Property and all aspects thereof in its then current condition, the City shall be deemed to have accepted the Transfer Property and all aspects thereof in its then current condition, and the City and Transferor shall proceed to Closing as contemplated by this Agreement.

3.5 Confidentiality Requirements. Prior to acquiring the Transfer Property, the City shall use and disclose information it obtains about the Transfer Property solely in connection with its purchase evaluation. Neither Party shall disclose any such information related to this Agreement or the transactions herein contemplated to any third party except (a) as required under public records laws of the State of Washington; (b) to such Party's permitted assignees, successors, property consultants and attorneys; (c) as required by any court of competent jurisdiction or as may be necessary in such Party's reasonable judgment in connection with any mediation, arbitration or litigation in connection with this Agreement; and (d) as to any information which is otherwise a matter of public record.

3.6 The City's Risk and Inspection Indemnity. The City assumes all of the risks of entry upon the Transfer Property by the City or its employees, agents or contractors, including the risk of personal injury. The City shall indemnify, hold harmless and, at the election of Transferor and with counsel acceptable to Transferor, defend Transferor from any and all cost, expense, liability, lien, charge or claim arising out of or related to the exercise by the City of its rights under this Section 3, or the conduct of any employee, servant, agent, contractor, licensee or invitee of the City, including all damages resulting from any damage to the Transfer Property or any Transfer Property of any person and any injury to or death of any person.

4. Title Report. Transferor shall provide the City with a preliminary title insurance commitment covering the Transfer Property for an ALTA standard form of owner's title insurance policy issued by First American Title Insurance Company at 818 Stewart Street, Seattle, Washington, which shall also act as escrow agent for the closing of this transaction (the "Escrow Agent").

5. Representations of Transferor. Transferor represents to the City as follows:

5.1 Agreement Binding. This Agreement is a valid and binding obligation of Transferor, enforceable against Transferor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally.

5.2 Authority of Transferor. Transferor's execution, delivery of and performance under this Agreement are undertaken pursuant to authority validly and duly conferred upon Transferor and the signatories hereto.

5.3 No Breach of Agreements. This Agreement and the consummation of the transaction evidenced by this Agreement do not violate any other agreement to which Transferor is a party.

5.4 Warranty Relating to Dams. Transferor hereby warrants it has not received any written notice that the Transfer Property is subject to correction notices or is operating in violation of any applicable federal, state, or other governmental or quasi-governmental department regulations.

5.5 Upper Dam Repair. At Closing, the Transferor shall provide Transferee with a credit of Ten Thousand and No/100 Dollars (\$10,000.00) (the "Gate Repair Payment") to use towards replacing the wooden gates on the upper dam located upon the Transfer Property. The City shall be responsible for any costs of replacing said wooden gates in excess of the Gate Repair Allowance

6. Representations and Warranties of City. The City represents and warrants to Transferor as follows:

6.1 Agreement Binding. This Agreement is a valid and binding obligation of the City, enforceable against the City in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally.

6.2 Authority of the City. The City officials executing this Agreement have been lawfully authorized by the City and any necessary governing official, body, counsel or assembly thereof as required by any applicable law, ordinance, code or statute to execute this Agreement.

6.3 No Violation of Law. The entry into this Agreement by the City and the creation and performance of the obligations of the City contained in this Agreement are not prohibited by or in conflict with any applicable law, ordinance, code or statute.

6.4 Acknowledgment of Condition of Transfer Property. The City is acquiring the Transfer Property on an "as is" basis, without any representation or warranty of any kind or nature whatsoever, express or implied, and the City acknowledges that no such representations or warranties have been made except as set forth in writing herein. In deciding whether to accept the Transfer Property, the City is relying solely on the City's investigation of the Transfer Property.

6.5 Acknowledgment of Use of Transfer Property. The City is acquiring the Transfer Property for use as open space or park space for public use.

7. Conditions to Closing. Transferor's obligation to close this transaction is subject to the satisfaction of each of the following conditions:

7.1 The City shall be in all respects prepared to accept title to the Transfer Property in accordance with this Agreement.

7.2 The representations made herein by the City shall be accurate as of the Closing Date (defined below).

8. Closing.

8.1 Closing Date. Closing of the transaction contemplated in this Agreement ("Closing") shall occur on or before ten (10) days after the expiration or earlier termination of the Review Period, or such earlier date as the Parties may mutually agree (the date on which Closing actually occurs, the "Closing Date").

8.2 Conveyance. At Closing, Transferor shall convey all of its interests in the Transfer Property to the City by quit claim deed (the "Deed") in the form attached hereto as **Exhibit C**. The Deed shall reflect the following restrictive covenants: (i) the Transfer Property may not be rezoned or utilized for any purpose other than recreational purposes; (ii) there shall be no use of the groundwater from or on the Transfer Property for drinking water purposes; (iii) the ditch located on the Transfer Property shall not be used for the conveyance of surface water, and (iv) the Transfer Property may not be used, occupied or leased for any school, day care center or any similar use by or for children (the "Restrictive Covenants"). The City agrees that the Restrictive Covenants are an integral part of the consideration for the transfer of the Transfer Property and shall be maintained by the City, its successors, assigns and any third party to whom the City may seek to transfer or convey any interest in the Transfer Property. In the event the City or any of its successors or assigns breaches any of the Restrictive Covenants, Transferor and any entity related to Transferor, in addition to such damage remedies as Transferor may have, may pursue any other remedies available to it in law or equity including, without limitation, specific performance or other injunctive relief. The City agrees to indemnify Transferor and any entity which directly or indirectly controls, is controlled by, or is under common control with Transferor ("Transferor's Affiliates", and together with Transferor, the "Released Parties") against, and hold Transferor and the other Released Parties harmless from, any and all losses, costs, claims, expenses (including attorneys' fees and court costs), suits, actions, judgments, fines, penalties or damages arising out of or resulting from the City's breach of the Restrictive Covenants. The provisions contained in this Section 8 shall expressly survive Closing and delivery and recording of the Deed

8.3 Additional Closing Deliveries. At Closing, Transferor and the City shall cooperate in the completion of an IRS Form 8283 and the execution of a Donation Acknowledgement Letter (attached hereto as Exhibit "D" and incorporated herein by reference) with respect to the Transfer Property or portions thereof and any other ancillary documents reasonably requested by Transferor in connection with the completion of the transfer contemplated herein. The parties shall also execute the Easement Agreement(s) contemplated in Section 2 hereof.

8.4 Title Insurance. The City shall pay the cost of any title insurance it elects to purchase for the Transfer Property.

8.5 Closing Fees. The Parties shall each pay fifty percent (50%) of all recording fees, escrow fees and transfer or similar taxes, if any.

8.6 Appraisal. The Parties acknowledge and agree that the City previously obtained an appraisal of the Transfer Property dated September 29, 2017 performed by Colliers International (the "Appraisal"). Prior to Closing, the Parties agree to have the Appraisal updated to have an effective date no more than sixty (60) days prior to the Closing Date and to have Transferor added as a co-client to the Appraisal. Transferor shall be responsible for the cost of said update to the Appraisal.

8.7 Professional Expenses. Except as set forth in Section 8.6 above, each Party shall pay its own legal, accounting and other professional fees incurred in connection with the transaction contemplated by this Agreement.

9. Post-Closing Obligations. The City hereby agrees that within twelve (12) months after Closing, the City shall erect a sign, the design, content and location of which shall be subject to Transferor's reasonable approval, memorializing Transferor's dedication of the Transfer Property to the City, and shall thereafter maintain such sign in good condition. The provisions contained in this Section 9 shall expressly survive Closing and delivery and recording of the Deed.

10. Limitation on Representations and Warranties; Assumption and Release.

(a) Any documents, title commitments, title exceptions, assessments, surveys, plats, plans, reports or studies, including without limitation any documents provided pursuant to Section 3 hererof (collectively, "Review Documents") made available to the City by Transferor or Transferor's Affiliates are provided as information only. The City shall not rely upon Transferor's or Transferor's Affiliates' provision of any Review Documents in lieu of conducting its own due diligence. Transferor has not made, does not make, and has not authorized anyone else to make any representation as to: (i) the accuracy, reliability or completeness of any of the Review Documents; (ii) the availability of railroad, water, sewer, electrical, gas or other utility services; (iii) the Environmental Conditions (as defined below) of the Transfer Property, (iv) the habitability, merchantability or fitness for a particular purpose of all or any portion of the Transfer Property; (v) the number of acres contained in the Transfer Property or whether any portion of such Transfer Property is able to be developed; (vi) the zoning, subdivision or land use laws or requirements applicable to the Transfer Property or the conformance of the Transfer Property with any such zoning, subdivision or land use laws or requirements; or (vii) any other matter or thing affecting or relating to the Transfer Property, any buildings or other improvements located on the Transfer Property, the condition of any of them, or this Agreement. Subject to any express representations and warranties of Transferor contained in Section 5, upon the conveyance of the Transfer Property to the City, the City shall accept the Transfer Property in its present environmental and physical condition on an "AS-IS," "WHERE-IS," WITH ALL FAULTS AND DEFECTS basis regardless of how such faults and defects were caused or created (whether by Transferor's or Transferor's Affiliates' negligence, actions or fault or otherwise), and acknowledges that: (y) without this acceptance, this sale would not have been made and (z) Transferor, nor Transferor's Affiliates, shall be under any obligation whatsoever to undertake any improvement, repair, modification, alterations, removal, remediation or other work of any kind with respect to all or any portion of the Transfer Property.

(b) Upon the Closing, the City expressly assumes any and all liability related to any Environmental Conditions and any Hazardous Materials (as defined below), and the City, for itself and the City's Affiliates, waives, relinquishes, releases, indemnifies and holds harmless the Released Parties from any and all losses or claims arising out of or related to the Environmental Condition of the Transfer Property.

(c) The City expressly acknowledges that in entering into this Agreement, the City is not relying on any representations or warranties from or by Transferor or Transferor's Affiliates. Instead, the City is responsible for, has conducted or shall conduct such due diligence as it deems necessary to protect its interest in purchasing the Transfer Property and in evaluating its liability in doing so. The City has examined and inspected or shall fully examine and inspect the Transfer Property and become thoroughly familiar with the title, physical and Environmental Condition, status and suitability of the Transfer Property.

(d) The City acknowledges and agrees that from and after Closing, it shall assume and be responsible for all instrumentation, electricity and data collection related to the Transfer Property and the Dam. Further, the City agrees that from and after Closing, the City shall be responsible for complying with all applicable local, state or federal laws, rules, permits and regulations related to the ownership, maintenance and operation of the Dam, including without limitation, compliance with a Dam Emergency Response Plan and any and all inspection or reporting obligations associated with the Dam.

(e) Upon the Closing, the City shall assume the risk that adverse matters, including, without limitation, adverse physical, zoning and Environmental Conditions, may not have been revealed by the City's due diligence investigations; and the City, upon Closing, for itself, and the City's Affiliates, shall be deemed to have forever waived, relinquished, released and agreed to hold harmless the Released Parties, and the City hereby forever waives, relinquishes, releases and agrees to indemnify and hold harmless the Released Parties, upon Closing, from and against any and all Losses/Claims, which the City or the City's Affiliates, a Governmental Body or any other person or entity might have asserted or alleged or might hereafter assert or allege against any of the Released Parties at any time by reason of, or arising out of, any latent or patent construction defects or physical conditions, violations (or alleged violations) of, or liability (or alleged liability) under any applicable Environmental Law or other Legal Requirement or Order, and any and all other acts, omissions, events, circumstances or matters regarding the Transfer Property regardless of how caused or created. By initialing below, the City hereby specifically acknowledges that the City has carefully reviewed this subsection and discussed its import with legal counsel and that the provisions of this subsection are a material part of this Agreement.

#### THE CITY'S INITIALS \_\_\_\_\_

(f) The provisions of this Section 10 are intended to be for the benefit of, and shall be enforceable by, Transferor and each of the other Released Parties and are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such person or entity may have by contract or otherwise (if any). The obligations of the City under this Section 10 shall not be terminated or modified in such a manner as to adversely affect any Released Party to whom this Section 10 applies without the consent of the affected Released



Party, it being expressly agreed that the Released Parties to whom this Section 10 applies shall be third party beneficiaries of this Section 10. The parties acknowledge and agree that the provisions set forth in Section 10 are a material inducement for Transferor to enter into this Agreement and that Transferor would not enter into this Agreement were it not for the inclusion of these provisions.

(g) The provisions contained in this Section 10 shall expressly survive Closing and delivery and recording of the Deed or the termination for any reason of this Agreement.

(h) "Environmental Conditions" means any adverse condition relating to any Hazardous Materials or the environment, including surface water, groundwater, drinking water supply, land, surface or subsurface strata or the ambient air and includes air, land and water pollutants, noise, vibration, light and odors.

(i) "Hazardous Materials" means asbestos, petroleum, including crude oil or any fraction or derivative thereof, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), explosives, flammables, radioactive substances of any kind, and any other substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder.

11. Notices. No Party shall be deemed to be in default of this Agreement unless that Party shall have been given notice of the alleged default and a reasonable opportunity to cure. Any notice that a Party may desire to give to the other Party in connection with this Agreement must be in writing and may be given by personal delivery, by mailing the same registered or certified mail with a return receipt requested, or by FedEx or other reputable overnight delivery service. Notice shall be given to the Parties at the following addresses or such other address and to such other persons as the Parties may designate after giving notice. Any such notice shall be deemed given upon delivery if by personal delivery, one business day after deposit with a reputable overnight delivery service with delivery fee prepaid, or two business days after deposit in the United States mail if sent by mail pursuant to the forgoing, postage prepaid:

City: City Clerk - City of Camas  
616 NE 4th Avenue  
Camas, WA 98607

With copy to: City Attorney  
430 NE Everett Street  
Camas, WA 98607

Transferor: Georgia-Pacific Consumer Operations LLC

133 Peachtree Street NE  
Atlanta, GA 30303  
Attn.: Law Department – Real Estate

With copy to: Marcus Skeem, Esq.  
Stoel Rives LLP  
600 University Street, Suite 3600  
Seattle, WA 98101

12. General Provisions.

12.1 This Agreement constitutes the entire agreement between the Parties with respect to the conveyance and improvement of the Transfer Property and supersedes all prior discussions, and written and verbal agreements between the Parties respecting the conveyance of the Transfer Property. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless authorized in accordance with law and reduced in writing and signed by them.

12.2 No warranties, agreements, or representations have been made or shall be binding on, or enforceable against, either Party unless set forth herein.

12.3 This Agreement is binding upon the heirs, personal representatives, successors, and assigns of the respective Parties.

12.4 This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.

12.5 There shall be no third-party beneficiaries to this Agreement.

12.6 All headers and section titles are for the benefit and ease of the reader, and shall not be used in interpreting this Agreement or the intent of the Parties.

12.7 The representation and warranties of the Parties in Sections 5 and 6 and the post-closing obligations of the City in Sections 8 and 9 shall survive Closing.

12.8 If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

12.9 In the event suit or action is instituted to interpret or enforce the terms of this Agreement or to rescind this Agreement, the prevailing Party is entitled to recover from the other Party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, and in any bankruptcy proceedings related to this Agreement, in addition to all other sums provided by law.

12.10 Failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions contained in this Agreement imposed upon any other Party shall not constitute a waiver or relinquishment of any Party's right to subsequently enforce the term, covenant, agreement or condition, but the term, covenant, agreement or condition shall continue in full force and effect.



12.11 Closing of this transaction is subject to final approval by the City Council of the City of Camas.

*[signature page follows]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.


**TRANSFEROR:**

**GEORGIA-PACIFIC CONSUMER  
OPERATIONS LLC**; a Delaware limited  
liability company

By:    
Name: MICHAEL CRUZ  
Date: MAY 1, 2018

**CITY:**

**CITY OF CAMAS**, a municipal  
corporation

By:   
Name: PETER CAPELL  
Date: 4/18/2018

**EXHIBIT A**  
Description of Georgia-Pacific Property

All that real property located in Clark County, WA and described in the following deeds:

- Bargain and Sale Deed dated April 24<sup>th</sup>, 1988 and recorded in Clark County, WA public records as document No. 8805020040
- Statutory Bargain and Sale Deed dated March 30, 1998 and recorded in Clark County, WA records as document No. 3049089
- Statutory Bargain and Sale Deed dated March 30, 1998 and recorded in Clark County, WA records as document No. 3087996

Less and except any parcels previously conveyed to third parties

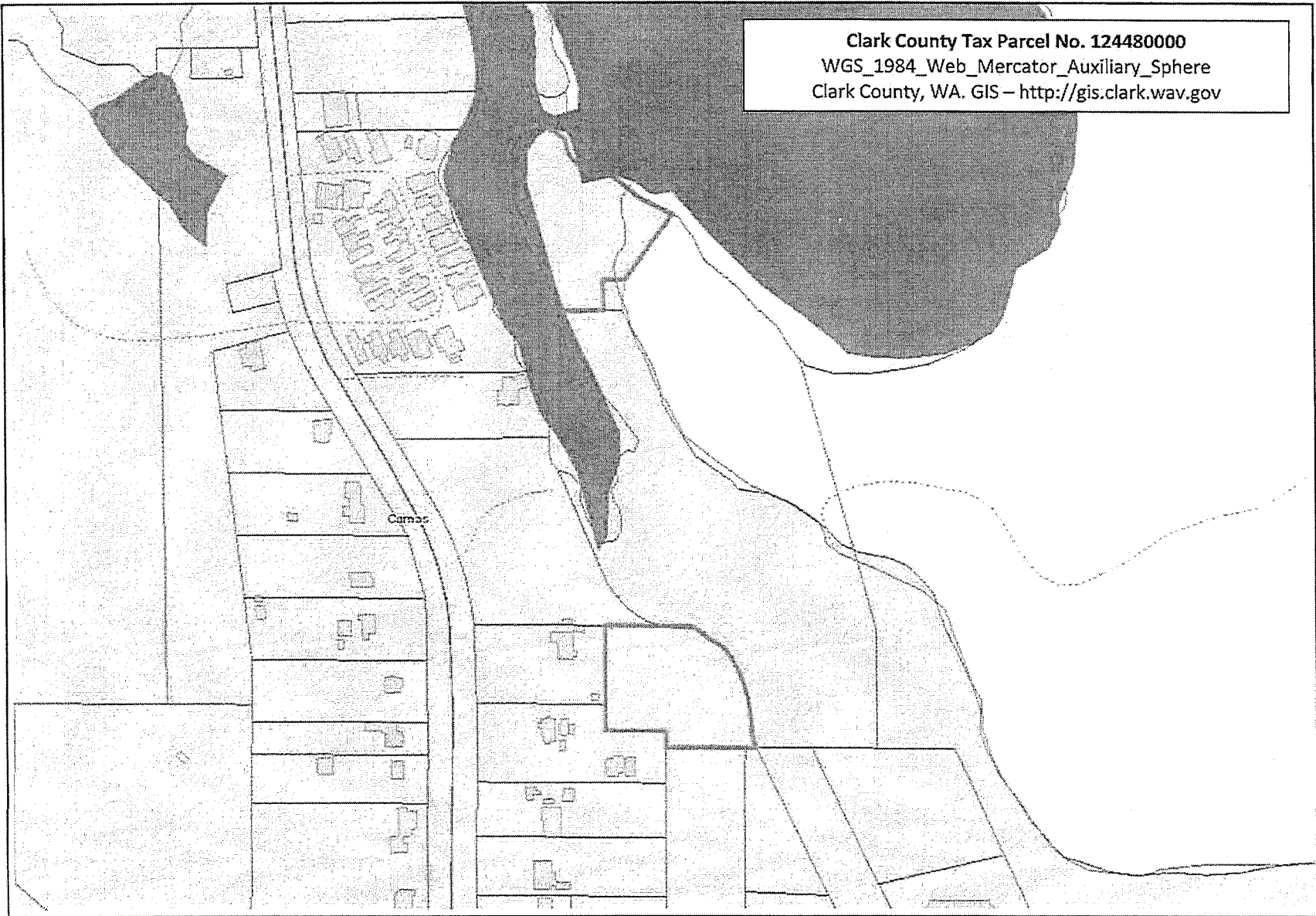
**EXHIBIT B**  
Legal Description of the Transfer Property

**Clark County Tax Parcels:**

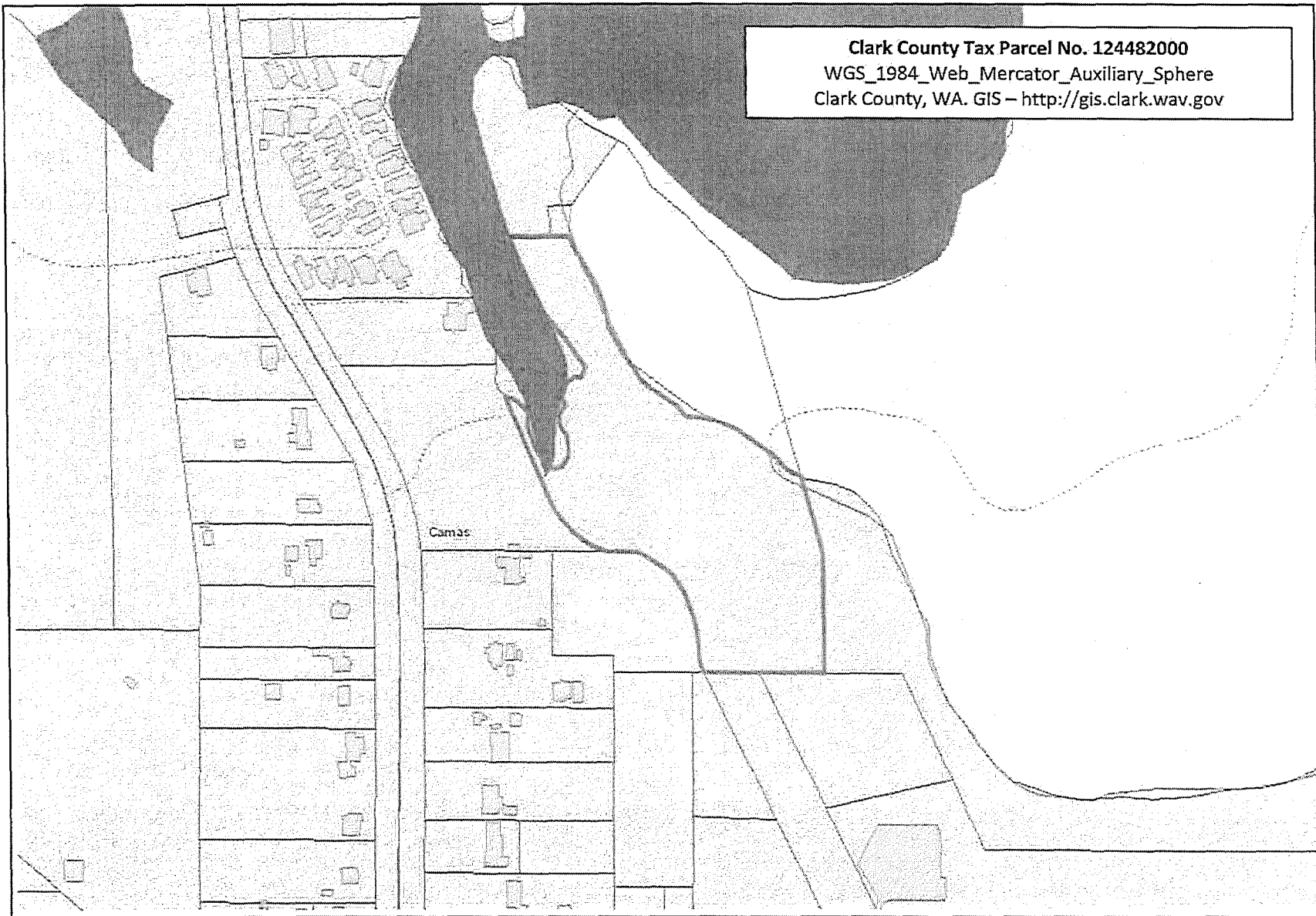
124480000, 124482000, 90910000, 90917000, 124483000, 90962000, 79540000, 79550000,  
79602000, 89450000, 89456000, 90911000, and 90918000

As more particularly depicted on Exhibit B-1 Attached hereto

**Clark County Tax Parcel No. 124480000**  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
Clark County, WA. GIS – <http://gis.clark.wa.gov>

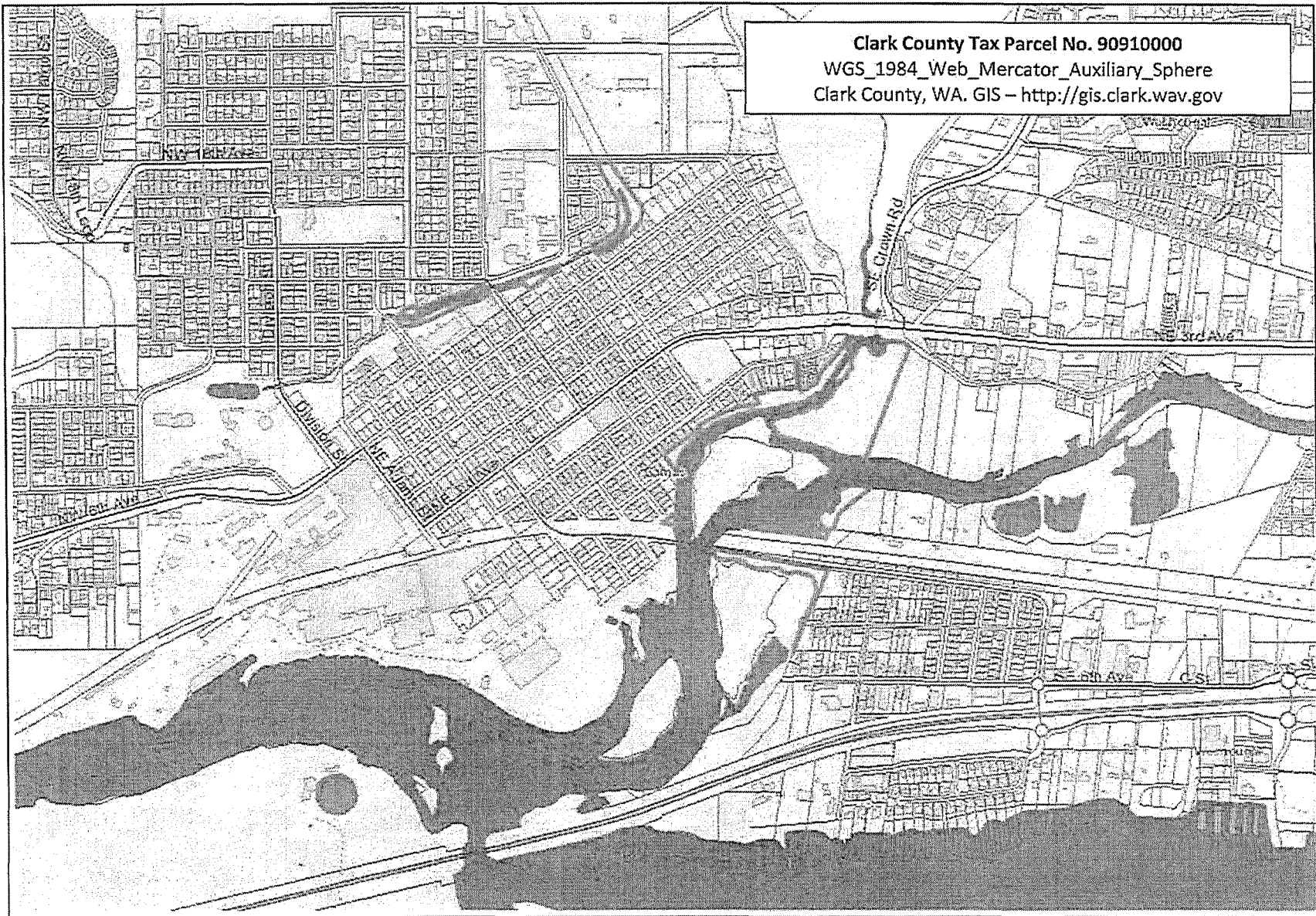


**Clark County Tax Parcel No. 124482000**  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
Clark County, WA. GIS – <http://gis.clark.wa.gov>





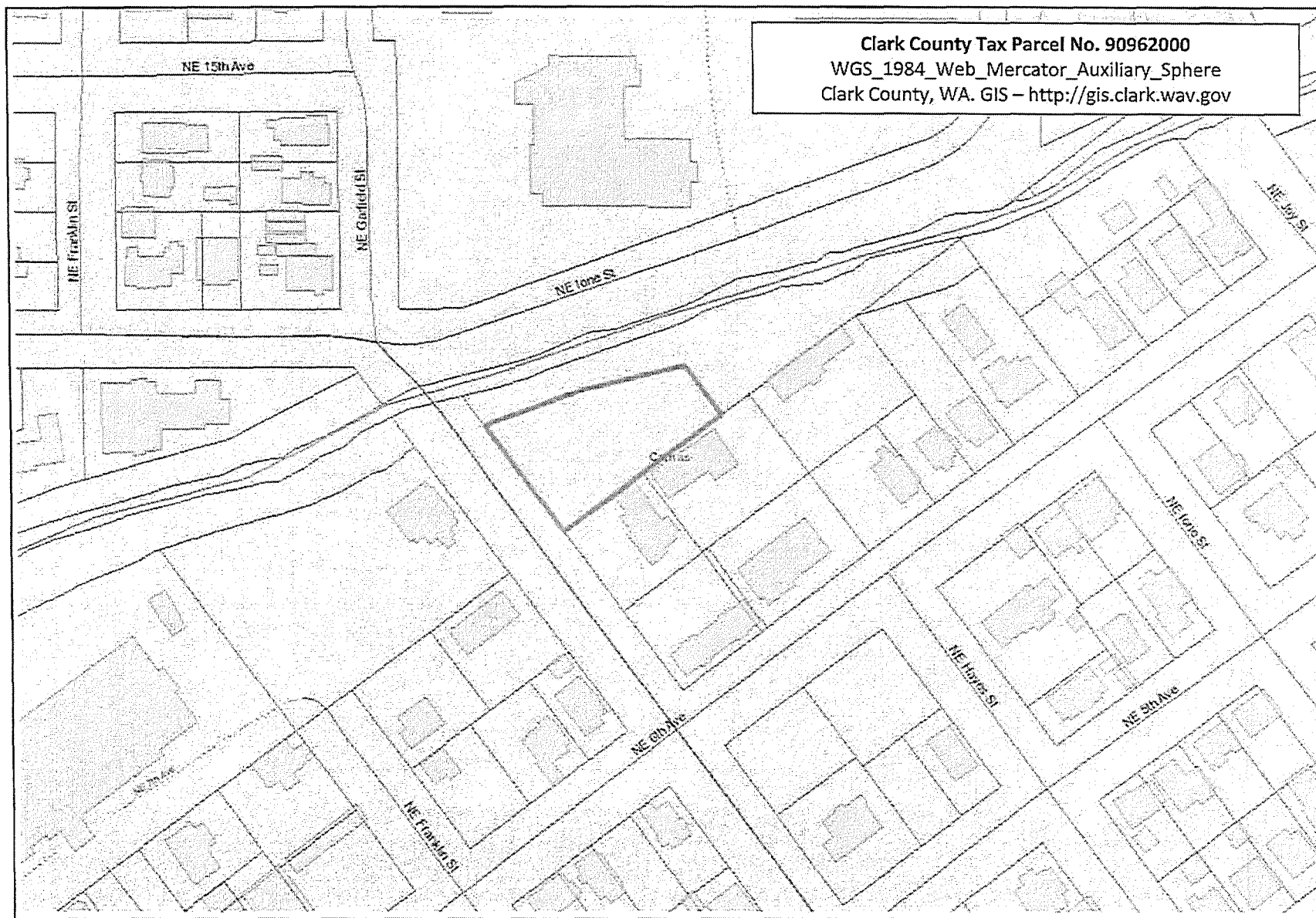
**Clark County Tax Parcel No. 90910000**  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
Clark County, WA. GIS – <http://gis.clark.wa.gov>



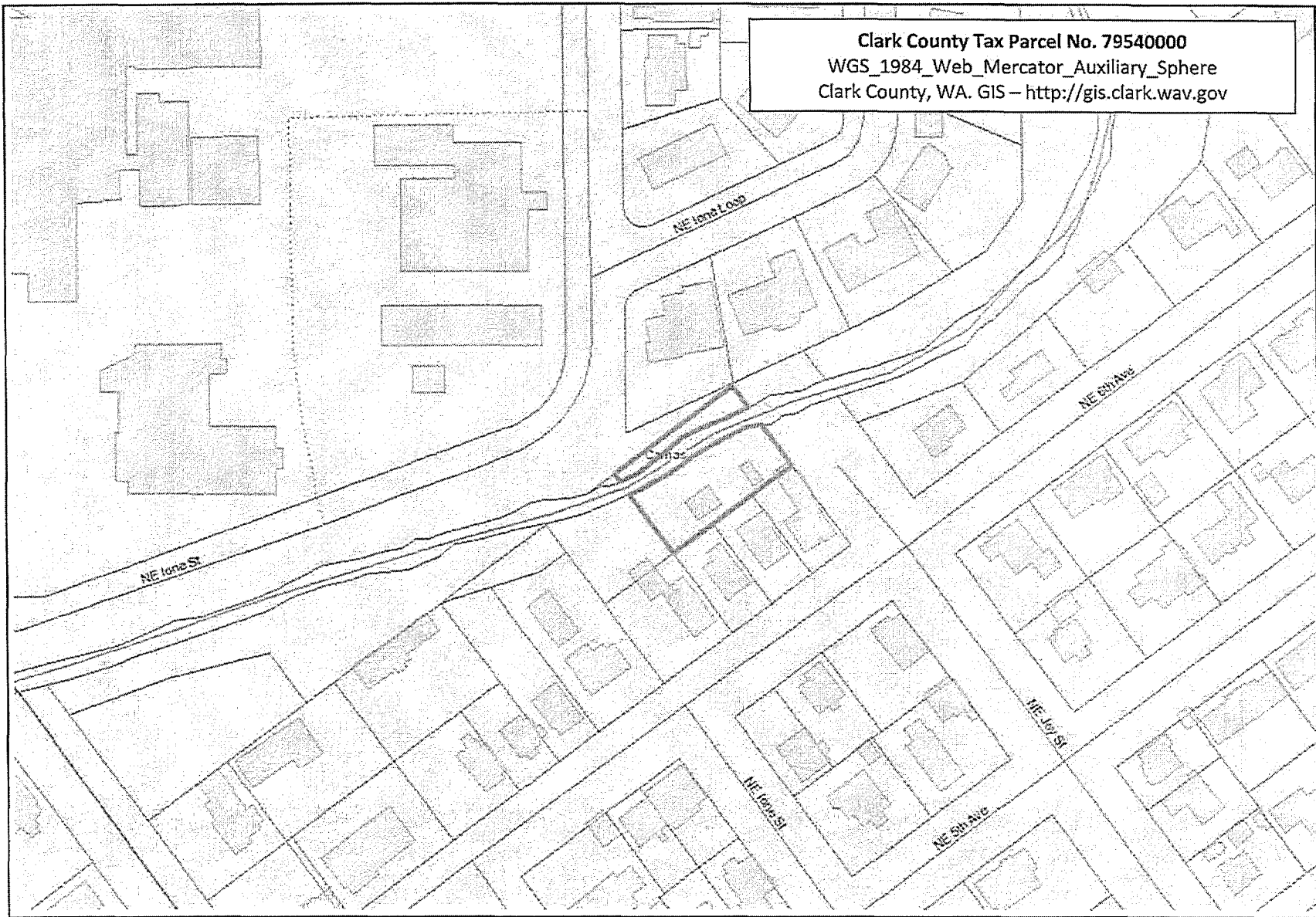
Clark County Tax Parcel No. 90917000  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
Clark County, WA. GIS – <http://gis.clark.wa.gov>



Clark County Tax Parcel No. 90962000  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
Clark County, WA. GIS – <http://gis.clark.wa.gov>

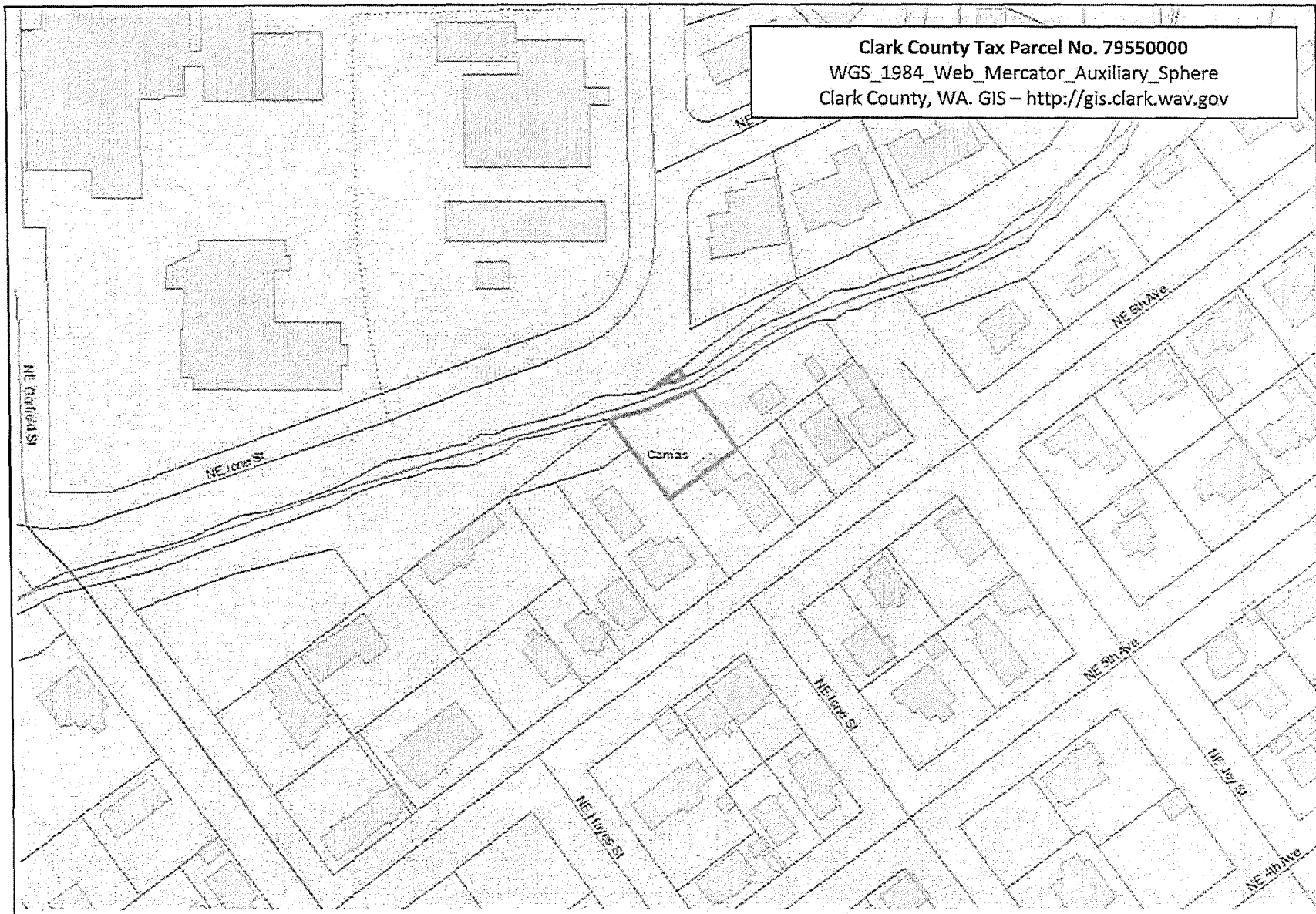


Clark County Tax Parcel No. 79540000  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
Clark County, WA. GIS – <http://gis.clark.wa.gov>

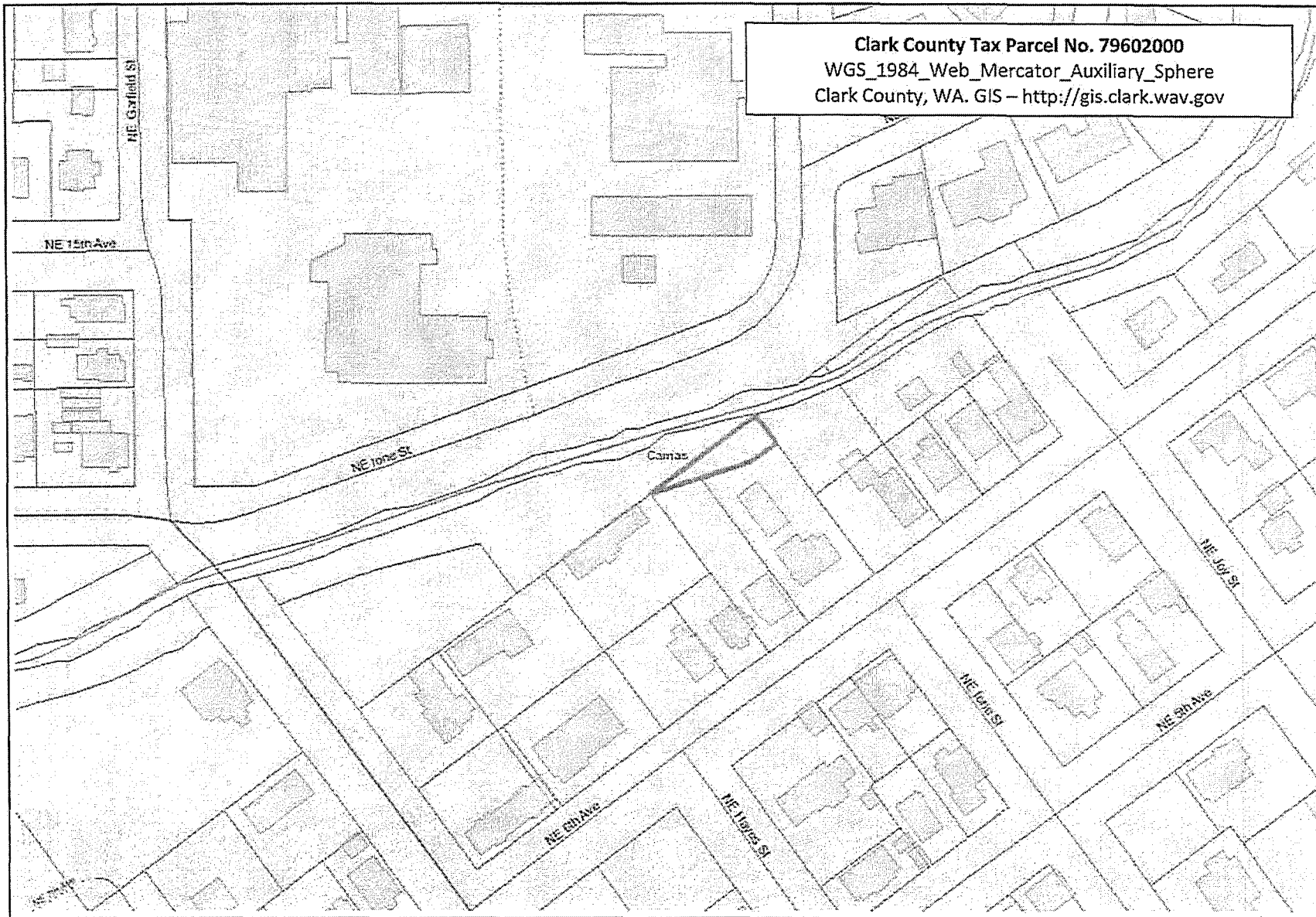




Clark County Tax Parcel No. 79550000  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
Clark County, WA. GIS – <http://gis.clark.wa.gov>

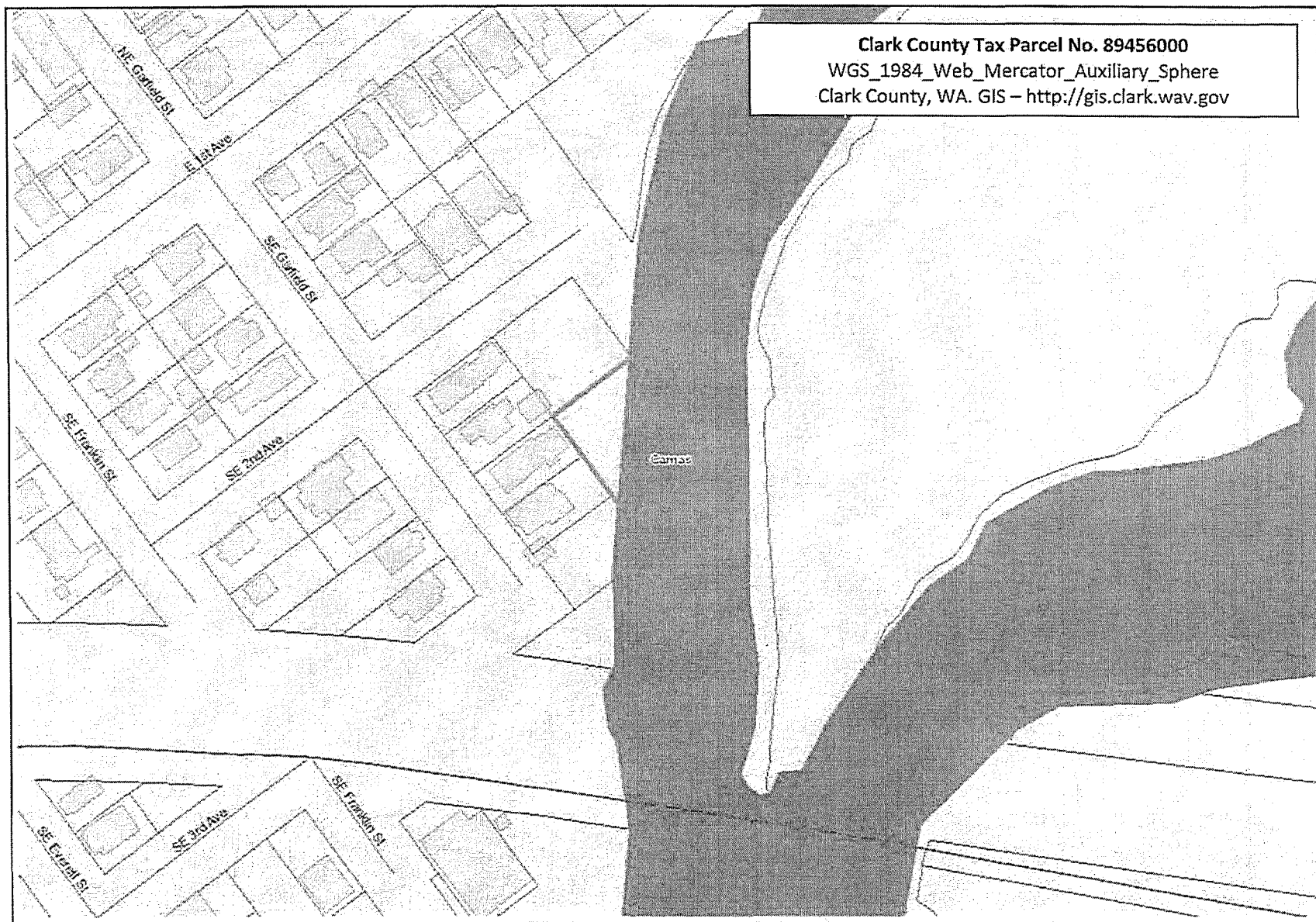


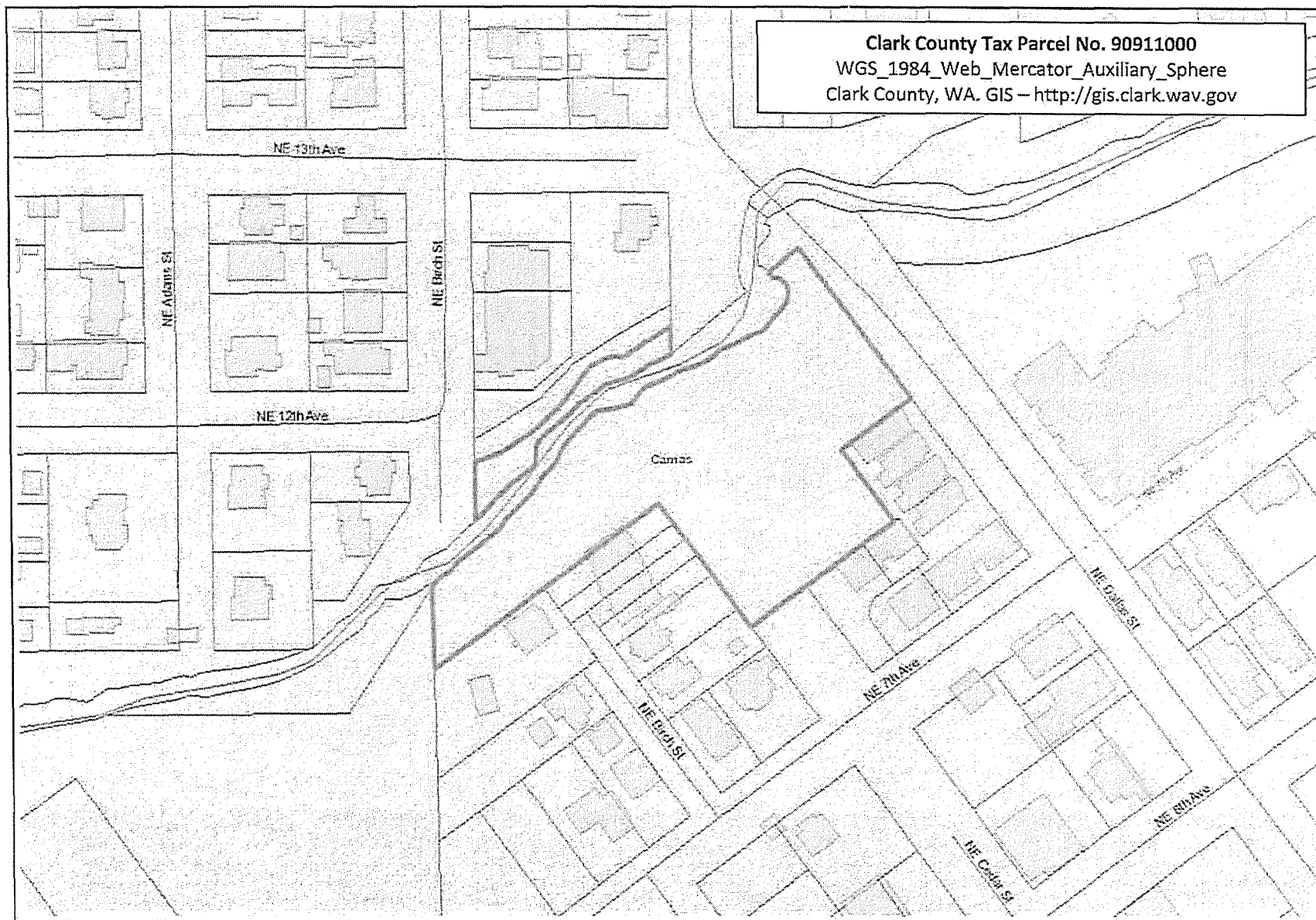
**Clark County Tax Parcel No. 79602000**  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
Clark County, WA. GIS – <http://gis.clark.wa.gov>



Clark County Tax Parcel No. 89450000  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
Clark County, WA. GIS – <http://gis.clark.wa.gov>







Clark County Tax Parcel No. 90918000  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
Clark County, WA. GIS – <http://gis.clark.wa.gov>

**EXHIBIT C**  
Form of Quit Claim Deed

When Recorded Return to:

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**QUIT CLAIM DEED**

NAME OF  
GRANTOR:

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NAME OF  
GRANTEE:

---

ABBREVIATED  
LEGAL  
DESCRIPTION:

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Additional or complete legal description is  
on Exhibit A of document

ASSESSOR'S  
PROPERTY TAX  
PARCEL ACCOUNT  
NUMBERS:

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### QUIT CLAIM DEED

The Grantor, \_\_\_\_\_, as a transfer of property for a public purpose pursuant to WAC 458-61A-205(4), does hereby convey and quitclaim to \_\_\_\_\_, the Grantee, all of Grantors' right, title and interest in the following described real estate (the "Property"), situated in the County of Clark, State of Washington, together with all after-acquired title of the Grantors therein:

#### SEE EXHIBIT A

Subject to the following restrictive covenants: (i) the Property may not be rezoned or utilized for any purpose other than recreational purposes; (ii) there shall be no use of the groundwater from or on the Property for drinking water purposes; (iii) the ditch located on the Property shall not be used for the conveyance of surface water; and (iv) the Property and the improvements may not be used, occupied or leased for any school, day care center or any similar use by or for children.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF WASHINGTON        )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2018, before me personally appeared \_\_\_\_\_,  
to me known to be the \_\_\_\_\_, the \_\_\_\_\_ of  
\_\_\_\_\_ that executed the within and foregoing  
instrument, and acknowledged said instrument to be the free and voluntary act and deed of said  
company, for the uses and purposes therein mentioned, and on oath stated that Person(s)  
Appearing was authorized to execute said instrument on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the  
day and year first above written.

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

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

NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

EXHIBIT A  
Legal Description



EXHIBIT D

FORM OF DONATION ACKNOWLEDGEMENT LETTER

[to be placed on City of Camas Letterhead]

\_\_\_\_\_, 2018

Georgia-Pacific Consumer Operations LLC  
133 Peachtree Street, NE  
Atlanta, Georgia 30303  
Attention: Mr. Mitch Trager

Re: Acknowledgment of Donation of [\_\_\_\_\_] acres of land situated in Clark County, Washington (the "Property")

Ladies and Gentlemen:

The purpose of this letter is for the City of Camas, State of Washington (the "City"), to acknowledge the donation of the Property by Georgia-Pacific Consumer Operations LLC ("GP") to the City for use as public recreation (the "Donation").

The City acknowledges and agrees that no goods or services were provided, or shall be in the future provided, to GP (or to any corporation or limited partnership or limited liability company which controls, is controlled by or is under common control with GP) with respect to the Donation.

City:

THE CITY OF CAMAS

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

Name: \_\_\_\_\_

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

**FIRST AMENDMENT TO**  
**AGREEMENT FOR TRANSFER AND CONVEYANCE**

THIS FIRST AMENDMENT TO AGREEMENT FOR TRANSFER AND CONVEYANCE (this "First Amendment") is made this 20th day of August, 2018, by and between Georgia-Pacific Consumer Operations LLC, a Delaware limited liability company ("Transferor"), and the City of Camas, a municipal corporation (the "City"). Transferor or the City may herein be separately referred to as a "Party" and together as the "Parties").

**RECITALS**

A. The City and Transferor entered into that certain Agreement for Transfer and Conveyance dated as of May 1, 2018 (the "Agreement") for the conveyance of certain real property located in Clark County, Washington as more particularly described therein (the "Transfer Property").

B. As set forth in Section 3.1 of the Agreement, the City is entitled to a Review Period of one hundred and twenty (120) days from the Effective Date to satisfy itself concerning all aspects of the Transfer Property.

C. The Parties now desire to amend the Agreement to extend the City's Review Period for an additional thirty (30) days on the terms contained herein.

D. All capitalized terms not herein defined shall have the same meaning as those terms are used in the Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended as follows:

1. The City's Review Period. The City's Review Period under Section 3.1 of the Agreement is hereby extended to run thirty (30) days following the original Review Period set forth in the Agreement.



2. Effect of Amendment. Except as specifically amended in this First Amendment, all other terms and provisions of the Agreement remain in full force and effect. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and electronic signatures in .pdf format shall have the same force and effect as the original thereof.

*[signature page follows]*

This First Amendment is entered into by the Parties and shall be effective on the date noted above.


TRANSFEROR:

GEORGIA-PACIFIC CONSUMER  
OPERATIONS LLC,  
a Delaware limited liability company

By:    
Name: Michael Cruz  
Date: 08/20/2018

THE CITY:

CITY OF CAMAS, a municipal corporation

By:   
Name: PETER CAPELL  
Date: 8/10/18