

#### CITY COUNCIL MEETING AGENDA

Monday, June 3, 2013, at 7 p.m. Camas City Hall, 616 NE 4<sup>th</sup> Avenue

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENTS

#### V. CONSENT AGENDA

- A. Approve the minutes of the May 20, 2013, Camas City Council Meeting and the work session minutes of May 20, 2013
- B. Approve claim checks as approved by the Finance Committee
- C. Authorize the Mayor to sign the Public Works Trust Fund (PWTF) Loan Agreement (PR13-951-108) in the amount of \$300,000 for Project S-566 NW Friberg Street and Goodwin Road Street Improvements. (submitted by James Hodges, Project Manager)
- D. Authorize release of retainage for Project for P-871 Community Center Roof Replacement in the amount of \$2,327.06 to Gregg Roofing. All required releases have been received. (submitted by James Hodges, Project Manager)
- E. Approve Pay Estimate No. 4 for Project WS-713 Wastewater Treatment Facilities Improvements (WWTF), Phase 2B in the amount of \$56,125.20 to Contractors Northwest, Inc., for work completed through May 15, 2013. This project is fully funded. (submitted by James Hodges, Project Manager)
- F. Approve Pay Estimate No. 2 for Project S-545 NW 38<sup>th</sup>/SE 20<sup>th</sup> Street Improvements, Phase 1, for work completed from April 1, 2013 through April 30, 2013. (submitted by Anita Ashton, Engineer III)
- G. Authorize the Mayor to sign the road easement agreement with Longview Fiber for Jones/Boulder Creek Access (submitted by Eric Levison, Public Works Director)
- H. Authorize the Mayor to sign the professional services agreement with Ecosafe to perform an evaluation of the street lighting system in the amount of \$10,500. (submitted by Eric Levison, Public Works Director)
- I. Authorize the Mayor to sign the professional services contract with Kennedy /Jenks Consultants for an optimization study for the Waste Water Treatment Plant (WWTP) in the amount of \$37,503. (submitted by Eric Levison, Public Works Director)
- J. Authorize award of the 2013 Slurry contract to the responsible low bidder, Blackline, Inc., in the amount of \$134,139. (submitted by Eric Levison, Public Works Director)

K. Authorize the Mayor to sign the Department of Commerce Energy Efficiency Grant Contract in the amount of \$110,711 which will be used for the energy efficiency improvements included in Project P-877 HVAC Energy Audit Police Department and Library (submitted by Eric Levison, Public Works Director)

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

#### VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

#### VII. MAYOR

- A. Announcements
- B. Appointments to Library Board of Trustees

#### VIII. COMMUNITY DEVELOPMENT

Appendix C.

- A. Public Hearing Revising and Extending the Comprehensive Six (6) Year Street Plan
  - 1. Details: The six-year transportation improvement program, also known as the six-year street plan, is to be updated by municipal agencies annually per RCW 35.77.010. This year's updates capture the projects from the 2012 Transportation Impact Fee Update list as well as changes to the Capital Facilities Plan list adopted in conjunction with the 2013 budget. Projects are dropped from the list annually once the construction phase has started and is fully funded.
    The plan and map attached for the hearing have only minor updates from the May 20<sup>th</sup> Workshop attachments. Inconsistencies that were on the map are now updated to coincide with the plan list. The plan list revisions include changes to the Improvement Type Codes to match the updated Appendix A, as well as changes to the Federal Fund Codes and State Fund Codes to match the updated Appendix C. The appendices is updated to include the new Appendix A and

Notice of this public hearing was posted on the Camas website, at the Post Office, City Hall, Library, and in the Camas/Washougal Post on May 21<sup>st</sup> and May 28<sup>th</sup>.

Department/Presenter: James Carothers, Engineering Manager Recommended Action: A public hearing will be held to consider testimony, direct staff to make desired changes, if any, and authorize the preparation of a resolution to adopt the plan on June 17, 2012.

#### IX. HUMAN RESOURCES

A. Resolution No. 1271 Revising the City of Camas Job Description Titled Public Works Project Manager

1. Details: The title for this position is being revised to Project Manager and minor changes have been made in the job description — both of which more accurately reflect the duties. The salary scale for the position remains unchanged.

Department/Presenter: Jennifer Gorsuch, Human Resources Director Recommended Action: Recommend approval of the resolution and authorize the Mayor's signature.

#### X. ADMINISTRATION

- A. Ratification of Finance Director Position
  - Details: The City Code requires the Mayor to hire the City's Finance Director, and that the decision be ratified by the City Council. On May 23, 2013, Mayor Higgins offered the Finance Director position to Cathy Huber Nickerson, effective July 8, 2013, and she accepted. (See attached employment agreement.) The purpose of this agenda item is to ratify the filling of the Finance Director position.

Department/Presenter: Nina Regor, City Administrator Recommended Action: To ratify the Mayor's decision to fill the Finance Director position with Cathy Huber Nickerson.

#### XI. ADJOURNMENT

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



# CITY COUNCIL REGULAR MEETING MINUTES - Draft Monday, May 20, 2013 at 7:00 p.m. Camas City Hall, 616 NE 4<sup>th</sup> Avenue

#### I. CALL TO ORDER

Mayor Scott Higgins called the meeting to order at 7pm.

#### II. PLEDGE OF ALLEGIANCE

#### III. ROLL CALL

Present: Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan,

Melissa Smith, and Shannon Turk

Staff: Phil Bourquin, Leisha Copsey, Sherry Coulter, Joan Durgin, Jennifer

Gorsuch, Eric Levison, Shawn MacPherson, Nina Regor and Rob Skeens

Press: The press was not present

#### IV. PUBLIC COMMENTS

There were no comments from the public.

#### V. CONSENT AGENDA

Chaney asked for clarification regarding items "C" and "D" on the consent agenda. Levison responded to Chaney's inquiries.

A. Approve the minutes of the May 6, 2013, Camas City Council Meeting and the Work Session minutes of May 6, 2013.

May 6, 2013, City Council Meeting Minutes

May 6, 2013, City Council Workshop Meeting Minutes

- B. Approve claim checks numbered117090-117260 in the amount of \$1,013,790.07.
- C. Authorize the Mayor to sign the Professional Service Contract Amendment with Gray & Osborne, Inc., in the amount of \$131,889 for phase 2B of the Wastewater Treatment Plant (WWTP) Project. The amendment provides funding to program a Human Machine Interface (HMI) application for the WWTP. The amendment includes a Management Reserve Fund of \$30,000 for contingencies. In order to

access the reserve fund, Gray &Osborne, Inc., must obtain written approval from the City. (submitted by Eric Levison)

Gray & Osborne, Inc., Professional Service Contract Amendment 🦠

D. Authorize the Mayor to sign a 12 month contract extension with Northstar Chemical, Inc., for Project WS-724 2013 Chemical Purchase and Service. The City's existing contract for chemical purchase and service of sodium hydroxide allows for a contract extension to occur provided that both parties (The City of Camas and Northstar Chemical, Inc.) mutually agree to such extension, subject to Northstar Chemical, Inc., price per pound, delivered. Operations and WWTP staff have indicated satisfactory results with the City's current supplier. This

material is a budgeted expense. (submitted by Eric Levison)

Chemical Purchase Contract Extension

- E. Authorize the write-off of the April 2013 Emergency Medical Services (EMS) billings in the amount of \$49,950.73. This is the monthly uncollectible balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (submitted by Pam O'Brien)
- F. Authorize Release of Retainage for Project S-552B 2011 Camas Pavement Project (slurry seals) in the amount of \$5,904.83 to Intermountain Slurry Seal Inc. All required releases have been received. (submitted by James Hodges)

Release of Retainage for Project S-552B

G. Approve Pay Estimate No. 1 for Project SS-578 2013 NW Lake Road Invasive Species Removal to Green Tree Landscaping, Inc., in the amount of \$5,428.50. The pay estimate is for work completed in April 2013. (submitted by Anita Ashton)

Pay Estimate No. 1 for Project \$S-578

H. Reject all bids for Project P-883 Camas Police Facility Fencing. One bid was received and opened on Monday, May 5, 2013. The bid amount of \$71,854.02 is approximately \$22,359.00 over the Engineer's Estimate. This bid amount is also over the amount budgeted for the project (\$60,000.00). Staff's recommendation is to reject all bids. Staff will re-evaluate the project at a later date. (submitted by Denis Ryan, Public Works Operations Supervisor)

Bid Tab for Project P-883

I. Approve Pay Estimate No. 1 for Project WS-720A 2013 STEP/STEF Tank
Pumping to AAA Septic Service in the amount of \$7,410.57. The pay estimate is
for work completed through April 30, 2013. This project is budgeted and fully
funded. (submitted by James Hodges)

Pay Estimate No. 1 for Project WS-720A 🦠

J. Approve Pay Estimate No. 31 (final) for Project WS-656 WWTP Improvements, Phase 2A to McClure and Sons, Inc., in the amount of \$160,428.75, and accept project as complete. This project is budgeted and fully funded. (submitted by James Hodges)

Pay Estimate No. 31 for Project WS-656

It was moved by Greg Anderson, seconded by Steve Hogan to approve the Consent Agenda. The motion carried unanimously.

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

#### VI. NON-AGENDA ITEMS

#### A. Staff

There were no comments from staff.

#### B. Council

Dietzman thanked all of the volunteers that have made a difference in the City of Camas.

Mayor announced that a local citizen has volunteered to water the flower baskets in the downtown area and thanked him for his efforts.

#### VII. MAYOR

#### A. Announcements

Mayor Higgins presented Finance Director Joan Durgin with a 24 year service pin.

B. World Elder Abuse Awareness Day Proclamation

Proclamation >>>

Mayor Higgins read a proclamation declaring June 15, 2013, as Elder Abuse Awareness Day.

#### VIII. HUMAN RESOURCES

A. Resolution No. 1270 Revising the City of Camas Salary Scale for the Position of Finance Director

Details: This item was previously discussed with City Council at the May 6, 2013, Council Workshop.

Department/Presenter: Nina Regor, City Administrator and Jennifer Gorsuch, Human Resources Director

Resolution No 1270 - Revised May 20, 2013 🦠

It was moved by Don Chaney, seconded by Steve Hogan to amend Resolution No. 1270 to reflect an effective date of May 1, 2013.

Don Chaney withdrew his initial motion.

It was moved by Don Chaney, seconded by Steve Hogan that Resolution No. 1270 be read by title only. The motion carried unanimously.

It was moved by Don Chaney, seconded by Steve Hogan that Resolution No. 1270 be amended under Sub Section II to reflect an effective date of May 1, 2013, and be adopted. The motion carried unanimously.

B. Collective Bargaining Agreement Between the City of Camas and the Camas Police Officer's Association (CPOA)

Details: The collective bargaining agreement between the City of Camas and the CPOA is for a one year period beginning January 1, 2013, and ending December 31, 2013. This item was previously discussed with City Council and has been the subject of Executive Sessions. The CPOA bargaining group has ratified the labor agreement.

Department/Presenter: Jennifer Gorsuch, Human Resources Director

2013 CPOA Agreement Some

It was moved by Linda Dietzman, seconded by Melissa Smith to approve ratification of the agreement and authorization for the Mayor and City Administrator to sign the agreement. The motion carried unanimously.

#### IX. FINANCE

A. Ordinance No. 2674 Authorizing the Execution of a Financing Contract for Heating Ventilation and Air Conditioning (HVAC) Equipment

Details: The City has received credit approval from the Washington State Treasurer's Office to borrow up to \$375,000 to finance installation of new HVAC equipment in the police facility and the library. The City intends to finance this over 10 years and the interest rate will be decided in late June when the Treasurer issues bonds. The interest rate will be a favorable rate, much better than what the City could receive on our own. Energy and maintenance costs savings are expected to be approximately \$30,000 a year with this new equipment.

Department/Presenter: Joan Durgin, Finance Director

Ordinance No. 2674

It was moved by Steve Hogan, seconded by Melissa Smith that Ordinance No. 2674 be read by title only. The motion carried unanimously.

It was moved by Steve Hogan, seconded by Greg Anderson that Ordinance No. 2674 be adopted and published according to law. The motion carried unanimously.

#### X. ADMINISTRATION

A. Ordinance No. 2675 Providing for the Combination of the City Clerk with the City Administrator, and Providing for the Appointment of a City Treasurer

Details: The purpose of this ordinance is to transfer the duties of the City Clerk to the City Administrator and to provide for the appointment of a City Treasurer. Since 1970, the Clerk and Treasurer functions have been combined, and currently fall within the purview of the Finance Director. The functions of the Treasurer would remain with the Finance Director. This proposal was discussed at the May 6, 2013, City Council Workshop.

Department/Presenter: Nina Regor, City Administrator

Ordinance No. 2675

It was moved by Linda Dietzman, seconded by Steve Hogan that Ordinance No. 2675 be read by title only. The motion carried unanimously.

It was moved by Linda Dietzman, seconded by Tim Hazen that Ordinance No. 2675 be adopted and published according to law. The motion carried unanimously.

B. Real Estate Purchase and Sale Agreement with Arthur C. Piculell, Jr. and Dee W. Piculell, Husband and Wife, within the Lake Hills Subdivision

Details: At the May 6, 2013, Council Workshop, the City Council discussed the proposal to acquire a seven acre parcel within the Lake Hills Subdivision per an agreement of May 24, 2012. In the agreement, the City agreed to pay \$272,000 and \$15,000 in park impact fee credits for this acquisition. There was consensus to bring this item forward.

Department/Presenter: Nina Regor, City Administrator and Shawn MacPherson, City Attorney

Purchase and Sale Agreement Sale

It was moved by Don Chaney, seconded by Shannon Turk to authorize the Mayor to sign on behalf of the City of Camas a Real Estate Purchase and Sale agreement with earnest money provision with Arthur C. Piculell, Jr.

and Dee W. Piculell, husband and wife, within the Lake Hills Subdivision. The motion carried unanimously.

Chaney expressed his gratitude for all of the hard work Durgin has done to benefit the City over the past 24 years.

Mayor and Council echoed Chaney's comments.

#### XI. ADJOURNMENT

The meeting adjourned at 7:28 p.m.

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

Quick Preview of Agenda and Supporting Documents - Posted May 15, 2013

Council Agenda with Supporting Documents >>>

Mayor	City Clerk



# CITY COUNCIL WORKSHOP MEETING MINUTES - Draft Monday, May 20, 2013 at 4:30 p.m. Camas City Hall, 616 NE 4<sup>th</sup> Avenue

#### I. CALL TO ORDER

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

#### II. ROLL CALL

Present: Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen (arrived at 4:40

p.m.), Steve Hogan, Melissa Smith, and Shannon Turk

Staff: Phil Bourquin, James Carothers, Leisha Copsey, Sherry Coulter, Jennifer

Gorsuch, Eric Levison, Nina Regor, Rob Skeens and Nick Swinhart

Press: The press was not present

#### III. PUBLIC COMMENTS

There were no comments from the public.

#### IV. MAYOR

#### **A.** Employee Recognition

Details: Mayor acknowledged Finance Director Joan Durgin for her 24 years of service to the City.

Department/Presenter: Mayor Scott Higgins

#### V. PUBLIC WORKS DEPARTMENT

#### **A.** 2013 Roadway Preservation Bids

Details: Staff has sent out a request for bids for the 2013 road preservation projects. There were two small works roster bid packets this year. The first was a slurry seal proposal that is preliminarily estimated at \$150,000 and the second was for road base preparation which is estimated at \$25,000. The City is also cooperatively working with the City of Vancouver to utilize their overlay bid for a portion of NW Brady Road and with Clark County for miscellaneous chip seals to be used City wide.

Department/Presenter: Eric Levison, Public Works Director

Staff will place the low bids for these projects on the June 3, 2013, Consent Agenda for Council's consideration.

#### **B.** Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

Department/Presenter: Eric Levison, Public Works Director

Levison gave Council an update regarding the fuel tank that was removed from the Lacamas Lake Lodge site.

Levison stated that the asbestos at Scout Hall has been remediated and the hall is scheduled to be reopened on June 1st.

Levison also gave Council a brief overview of a comprehensive storm water drainage plan that is being developed and added that staff anticipates bringing this matter to Council for discussion in July.

#### VI. COMMUNITY DEVELOPMENT DEPARTMENT

#### A. Six-Year Street Plan

Details: The Six-Year Transportation Improvement Program, also known as the six-year street plan, is to be updated by municipal agencies annually per Revised Code of Washington (RCW) 35.77.010. This year's updates capture the projects from the 2012 Transportation Impact Fee Update List as well as changes to the Capital Facilities Plan List adopted in conjunction with the 2013 budget. Projects are dropped from the list annually once the construction phase has started and is fully funded. The initial draft of the list and map was provided for Council review and comment. The appendices identify the coding on the list.

Department/Presenter: James Carothers, Engineering Manager

Draft - Six Year Transportation Improvement Program Six



Draft - Six Year Street Priorities Map



Staff will bring this item forward for a public hearing on June 3rd and for adoption on June 17th.

**B.** Public Works Trust Fund (PWTF) Pre-Construction Loan PR13-951-108 for Project S-566 Friberg/Goodwin Street Improvements

Details: Camas has applied for a pre-construction loan in the amount of \$300,000 through the PWTF Loan Program. The Public Works Board (PWB) has approved the City's application, and has submitted the attached loan agreement for execution by the Mayor. Pre-construction activities include engineering,

acquisition of right-of-way, various permits, public involvement, preparation of bid documents; and cultural, historical, and environmental investigations and reports. and other related tasks.

Department/Presenter: James Carothers, Engineering Manager

Pre-Construction Loan Agreement



Staff expects to have this item on the June 3, 2013, Consent Agenda for Council's consideration.

#### C. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

Department/Presenter: Phil Bourquin, Community Development Director

Bourquin informed Council that a development agreement may be coming before them for discussion in early June. He added that the development agreement is in the area of Bybee and 38th.

#### VII. CITY ADMINISTRATION

#### Α. **Engineering Staffing**

Details: The purpose of this item was to discuss a proposal to best meet the City's engineering staffing needs within available resources. The 2013 budget includes an existing, vacant Engineering Technician position funded for a full year. Before recruiting to fill the position, staff evaluated the needs of the organization. The City is beginning to see the recovery of the economy, by way of increasing development. However, the City's current engineering needs are predominantly City-funded capital projects to spur economic development. Staff reviewed the needs and discussed using temporary employees and/or contract services. However, the needs stretch beyond the time restrictions of temporary employees, and consulting or contract services would add additional administration demands on the City's engineers, who are already overburdened managing the existing projects. It is expected that the currently identified projects will take 3-4 years to complete, not taking into account the potential of new projects or privately funded commercial and residential development. Staff therefore recommends converting the vacant Engineering Technician position into a second Project Manager position. This would increase the City's flexibility in meeting the community's engineering needs. The Project Manager is an existing classification, and no changes are being proposed to its salary range; however, staff is proposing minor revisions to its job description. Although the Project Manager is a higher paid position than the Engineering Technician, this proposal would result in about a \$20,500 savings to the General Fund for 2013, resulting from the amount of time the Engineering Technician position has been vacant. The Project Manager would be a General Fund position; however, any work done on specific capital projects would be reimbursed by those projects,

e.g., via the grants or loans the City has secured for them. The attached memo provided additional information.

Department/Presenter: Nina Regor, City Administrator

Additional Information Memorandum >>>

Council did not voice any objections to the proposal.

#### B. Miscellaneous and Scheduling

Details: Updates on miscellaneous or scheduling items

Department/Presenter: Nina Regor, City Administrator

Regor informed Council that staff has not received any additional topics for the mid-year planning retreat. She added that it may be viable to split the two topics that have been identified for the retreat, and schedule them during regular workshop meetings so that another meeting did not have to be added. There was consensus to schedule the Strengths, Weaknesses, Opportunities, and Threats (SWOT) results presentation for a workshop meeting, and if discussion appeared to be prolonged, to schedule a special meeting for the balance of the conversation.

Regor announced that there is a vacant firefighter/paramedic position. There are no current employees who are qualified to fill the position, so the City will be drawing from a list of candidates to fill the position.

#### VIII. COUNCIL COMMENTS AND REPORTS

Dietzman attended the Clark County Mosquito Control Board meeting and took part in the interviews for the Library Board of Trustees. She also announced that a group of Polish students will be visiting Camas in mid-June through the Sister Cities program. Dietzman added that she participated in a work party that took place at the Camas Cemetery and a reading at the library for their 90th birthday.

Anderson remarked about his absence from the May 6th Council meetings and stated that he attended his daughter's graduation at Washington State University, Vancouver.

Turk attended the Community Center Development Committee (CCDC) meeting and commented about the Performance Management Training that is being hosted by the City of Vancouver.

Hazen informed Council that the May Parks Commission meeting has been canceled.

Chaney commented about Fallen Leaf Lake Park and the viability of the businesses in the downtown area.

Chaney engaged Council in a discussion about the potential of adding another public comment period to the end of the regular meeting agenda, as was suggested by several citizens. After discussion, Anderson stated that he will do some research and bring his findings back to the June 3, 2013, Council Workshop for further discussion.

Chaney inquired as to whether or not Council wanted to continue the discussion about creating a vehicle allowance for the Mayor. He noted that this topic had been discussed in the past but that there was not a conclusion to this matter. After a brief discussion, Council decided that the Finance Committee would research this matter and bring their findings back to a future Council workshop.

Smith attended the Regional Transportation Council (RTC) meeting and gave a brief overview about the work performed by the Friends of the Camas Cemetery and their future plans.

Mayor commented about the overall vibrancy of the downtown area.

Hogan commented about a bill that was signed by the Governor which will allow theatres to serve liquor and how the passage of this bill will help the Liberty Theatre grow in the future.

#### IX. PUBLIC COMMENTS

Chris Kralik, 631 NW 18th Loop, Camas, made inquiries about the fuel tank leak that Levison mentioned. Levison responded to Kralik's inquiries.

Ken Hadley, 4011 F Circle, Washougal, commented about the opportunity to speak at the end of the regular Council meetings.

#### X. ADJOURNMENT

The meeting adjourned at 5:33 p.m.

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

Quick Preview of Agenda and Supporting Documents - Posted May 15, 2013

Mayor	City Clerk
Workshop Agenda with Supporting	uments >>



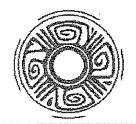
### **AGENDA ITEM SUBMITTAL FORM**

MEETING TIME/DATE: 7:00 PM - 06/03/2013

COUNCIL MEETING  Consent A	Agenda neeting Agenda	(Yes_X No) (Yes No)
WORKSHOP MEETIN		(Yes No)
DEPARTMENT:		
Communi	ity Development	
AGENDA ITEM TITLE:	:	
	<del>-</del>	1-108 in the amount of \$300,000 for Project S-566 Road Street Improvements
AGENDA ITEM DETAI	ILS/DESCRIPTION:	
Pre-Const	truction Activities for Pr	F Loan in the amount of \$300,000 to partially fund roject S-566 NW Friberg Street and Goodwin Road est rate is 1 percent for 5 years.
This proje	ect is budgeted.	
RECOMMENDED ACT	ΓΙΟΝ:	
Authorize	the Mayor to execute	the Loan Agreement for PWTF Loan PR13-951-108.
DEPARTMENT STAFF	/PRESENTERS:	
James Ca	rothers, Engineering M	anager
SUPPORTING DOCUM	VIENTS (name):	
PWTF Loa	an PR13-951-108	
SUBMITTED BY:	James Hodges, Projec	ct Manager

#### NOTE:

- EMAIL "Agenda Item Submittal Form" to agenda email in WORD .doc format by 5:00pm on the Tuesday prior to scheduled meeting.
- Place all supporting documents listed above in the G:\AgendaPrep\(your department folder) by same deadline.



# Washington State Public Works Board

1011 Plum Street SE Post Office Box 42525 Olympia, Washington 98504-2525

### **Pre-Construction Loan Agreement between:**

**City of Camas** 

and

**Public Works Board** 

For:

Project Name: NW Friberg Street and Goodwin Road Improvements

Loan Number: PR13-951-108
Loan Type: PreConstruction

**Execution/Start Date:** <u>Contract Execution Date</u>

(to be filled by the Public Works Board)

#### **DECLARATIONS**

#### CLIENT INFORMATION

Legal Name: Loan Number:

Federal Tax Identification Number: State Wide Vendor Number:

City of Camas PR13-951-108 916001223 0016796

#### PROJECT INFORMATION

Project Title:

NW Friberg Street and Goodwin Road

Improvements

Project City: Project State: Project Zip Code: Camas Washington 98607

#### LOAN INFORMATION ... ...

Loan Amount: Total Estimated Cost: Total Estimated Funding:

Loan Term: Interest Rate: Payment Month:

Loan Reimbursement Start Date:

Time of Performance

\$300,000.00 \$300,000.00 \$300,000.00 5 years\* 1% June 1<sup>st</sup>

April 23, 2012

24 months from Execution Date of this Contract to

Project Completion.

\*May be extended to 20 years if construction funding is secured by June 1, 2014.

Our contracts are billed only once each year. Our contract Loan Term years have their beginning in the above PAYMENT MONTH, in the year the contract is executed. The term is concluded on the PAYMENT MONTH, of the final year of the term. We cannot extend the term of a contract beyond the above declared LOAN TERM from that date (without a separate amendment). Therefore, any Contracts that are executed substantially before or after the PAYMENT MONTH (in the executing year) will have an actual term of somewhat less that the full LOAN TERM specified.

All sections of the contract that reference a specific ferm year are to be understood as representative of a <u>maximum</u> possible term period, as dictated by our annual billing cycle.

#### SPECIAL CONDITIONS GOVERNING THIS LOAN AGREEMENT

None.

#### LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

The loan will be secured by a general obligation of the Contractor.

#### DECLARATION (continued)

Loan Number: Project Title:

PR13-951-108

NW Friberg Street and Goodwin Road Improvements

Scope of Work:

PWTF Pre-Construction funds will be used for Land/ROW Acquisition.

Costs may include, but are not limited to, engineering, purchase of right-of-way, cultural and historical resources review, environmental review, permits, public involvement and bid documents that allow the City to meet local, state, and federal standards.

Contract Number: PR13-951-108

#### **Washington State Department of Commerce**

## PUBLIC WORKS BOARD CONSTRUCTION LOAN CONTRACT

1. Contractor City of Camas PO Box 1055 616 NE 4th Avenue Camas, WA 98607		2. Co N/A	ontractor Doing	Business	As (optional)
3. Contractor Represe	ntative	4. Pu	blic Works Bo	ard Repres	entative
5. Contract Amount	6. Funding Source	4	7. Contract St	art Date	8. Contract End Date
\$300,000.00	Federal: ☐ State: ☑ Other: ☐ N/A: ☐		Contract Exec		June 1,2017
9. Federal Funds (as a N/A	pplicable) Federal Agen N/A	су	CFDA I N/A	Vumber	
10. Tax ID #	11. SWV #	12. U	BI#	13. DUNS	#
916001223	0016796				
	l government for preconstructions, sanitary sewage syst				
terms of this Contract a date and year last writte this Contract and the fo including Declarations I	he Washington State Public nd attachments and have ex en below. The rights and obli llowing other documents inco Page; and Attachment I: Atto	ecuted gations orpora orney's	I this Contract of some of both parties ted by reference Certification.	n the date b to this Con Contract	elow to start as of the tract are governed by
FOR THE CONTRACT	OR		PUBLIC WORK		
Signature		John	LaRocque, Exe	cutive Direc	tor
Print Name		Date	ere interes ere til til Vertil til Vegg, gjeggeg mygga mangag man samma er er ere k		
Title			ROVED AS TO		
Date		Robi	3rd Day of Dece McKenna ney General	ember, 2012	
. •		Kathr	a <i>ture on file</i> yn Wyatt tant Attornev G	eneral	

#### PUBLIC WORKS BOARD CONSTRUCTION LOAN PROGRAM

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## PUBLIC WORKS BOARD PRE-CONSTRUCTION LOAN PROGRAM

#### SPECIAL TERMS AND CONDITIONS

#### 1.1 Definitions

As used throughout this Pre-construction Loan Contract the following terms shall have the meaning set forth below:

- A. "Contract" shall mean this Pre-construction Loan Contract.
- B. "Contractor" shall mean the local government identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- C. "The Board" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.

#### 1.2 Authority

Acting under the authority of Chapter 43.155 RCW, the Board has awarded the Contractor a Public Works Trust Fund pre-construction loan for an approved public works project.

#### 1.3 Purpose

The Board and the Contractor have entered into this Contract to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the <u>SCOPE</u> <u>OF WORK</u> shown on the Declarations page. The project must be undertaken in accordance with the loan terms and conditions, and all applicable federal, state and local laws and ordinances, which by this reference are incorporated into this Contract as though set forth fully herein.

#### 1.4 Order of Precedence

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

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

#### 1.5 5- year deferral for start-up systems

If the project financed by this contract is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Contract execution date.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

#### 1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

#### 1.7 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 1.16 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.12.

The Contractor acknowledges and agrees to the Board's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the Board in any action undertaken to enforce its rights under this section.

#### 1.8 Investment Grade Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit.

Costs incurred as part of the investment grade audit are eligible project costs.

#### 1.9 Eligible Project Costs

Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in the declared <u>SCOPE OF WORK</u>. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after the <u>LOAN REIMBURSEMENT START DATE</u> shown in the Declarations are eligible for reimbursement under this Contract.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with Public Works Program loans.

These terms supersede the terms in Section 2.2. Allowable Costs.

#### 1.10 Historical and Cultural Resources

The Contractor acknowledges that the project funded by this Contract is subject to Section 106 of the National Historic Preservation Act of 1966.

Contractor agrees that Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural artifacts and agrees to hold harmless the State of Washington in relation to any claim related to such historical or cultural artifacts discovered, disturbed, or damaged as a result of Contractor's public works project funded under this Contract.

The Contractor agrees that, in no case shall construction activities, ground disturbance, or excavation of any sort, begin until the Contractor has complied with all provisions of Section 106 of the National Historic Preservation Act of 1966, as amended.

In addition, the Contractor shall not conduct or authorize destructive project planning activities before completing compliance with Section 106 of the National Historic Preservation Act of 1966, as amended.

If historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and implement reasonable measures to protect the discovery site from further disturbance, take reasonable steps to ensure confidentiality of the discovery site, restrict access to the site, and notify the concerned tribe's cultural staff or committee, Tribal Historical Preservation Officer (THPO), Cultural Resources Program Manager at Washington State Department of Health, and the State's Historical Preservation Officer (SHPO) at the Washington State Department of Archaeology and Historic Preservation (DAHP). If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact the concerned tribe's cultural staff or committee and DAHP.

The Contractor shall require the above provisions to be contained in all contracts for work or services related to the declared <u>SCOPE OF WORK</u>. In no case shall construction activities begin until the Contractor has complied with all provisions of Section 106 of the National Historic Preservation Act of 1966.

In addition to the requirements set forth in this Contract, the Contractor agrees to comply with Native American Graves Protection and Repatriation Act, Archaeological Resources Protection Act, Revised Code of Washington (RCW) 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and Washington Administrative Code (WAC) 25-48 regarding Archaeological Excavation and Removal Permits.

#### 1.11 Performance Incentives

[Section deleted. Title retained to preserve document formatting]

#### 1.12 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the <u>SCOPE OF WORK</u> are complete. The Board will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or contract work is performed.
- D. A final voucher for the remaining eligible funds.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the Board's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

#### 1.13 Project Signs

If the Contractor displays, during the period covered by this Contract, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Trust Fund as a participant in the project.

#### 1.14 Rate and Term of Loan

The Board shall loan the Contractor a sum not to exceed the <u>LOAN AMOUNT</u> shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared <u>INTEREST RATE</u> per annum on the outstanding principal balance. The length of the loan shall not exceed the declared <u>LOAN TERM</u> in years, with the final payment due by the <u>CONTRACT END DATE</u> as shown on the Contract Face Sheet.

#### 1.15 Recapture

The right of recapture shall exist for a period not to exceed six (6) years following contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the Board shall be entitled to its costs thereof, including attorney's fees.

These terms supersede the terms in Section 2.31. Recapture.

#### 1.16 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared <a href="SCOPE">SCOPE</a> OF WORK.

The Board shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this contract, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit a signed and completed Invoice Voucher (Form A19), referencing the **SCOPE OF WORK** project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The Invoice Voucher must be certified by an official of the Contractor with authority to bind the Contractor.

Each Invoice Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date. The Board will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and the Project Status Report, the Board shall promptly remit a warrant to the Contractor.

The Contractor shall submit all Invoice Vouchers and all required documentation to:

Contracts Administration Unit Department of Commerce PO Box 42525 Olympia, WA 98504-2525

The Board will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the Board not more often than monthly.

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

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

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Board.

<u>Duplication of Billed Costs.</u> If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the Board for that cost.

<u>Disallowed Costs.</u> The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works loan exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the Board a Project Completion Amendment certifying the total actual project costs and local share. The final Public Works loan disbursement shall bring the total loan to the lesser of 100% of the eligible project costs or the total declared **LOAN AMOUNT**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received Public Works Trust Fund monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the Public Works Assistance Account by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

#### 1.17 Repayment

Loan repayment installments are due on the day and month identified under the term: <u>PAYMENT MONTH</u> on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified <u>PAYMENT MONTH</u> date of each year during the remaining term of the loan.

Repayment of the loan under this Contract shall include the declared <u>INTEREST RATE</u> per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the <u>CONTRACT END DATE</u> shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

#### 1.18 Reports

The Contractor shall furnish the Board with:

- A. Project Status Reports with each invoice Voucher,
- B. Project Reports at the end of each fiscal year,
- C. Certified Project Completion Report at project completion (as described in Section 1.12), and
- D. Other reports as the Board may require.

#### 1.19 Termination for Cause

If the Contractor fails to comply with the terms of this Contract, or fails to use the loan proceeds only for those activities identified in the **SCOPE OF WORK**, the Board may terminate the Contract in whole or in part at any time. The Board shall notify the Contractor in writing of its determination to

terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.40 Termination for Cause/Suspension.

#### 1.20 Termination for Convenience

The Board may terminate this contract in the event that state funds are no longer available to the Board, or are not appropriated for the purpose of meeting the Board's obligations under this contract. Termination will be effective when the Board sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

These terms supersede the terms in Section 2.41 Termination for Convenience.

#### 1.21 Time of Performance

No later than 24 months after the date of contract execution the Contractor-must reach project completion.

Failure to meet Time of Performance shall constitute default of this contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the Board extend the deadline for project completion. The Board may extend the deadline.

The term of this contract shall be for the entire term of the loan, regardless of actual project completion, unless terminated sooner as provided herein.

#### 1.22 Special Conditions

If <u>SPECIAL CONDITIONS</u> are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this contract.

#### 1.23 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified therein as **LOAN SECURITY**.

#### **GENERAL TERMS AND CONDITIONS**

#### 2.1 DEFINITIONS

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

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any fier.

#### 2.2 ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

#### 2.3 ALL WRITINGS CONTAINED HEREIN

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

#### 2.4 AMENDMENTS

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

## 2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

#### 2.6 APPROVAL

This contract shall be subject to the written approval of the Board's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

#### 2.7 ASSIGNMENT

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

#### 2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys fees and costs.

#### 2.9 AUDIT

#### A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

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

The Board reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

As applicable, Contractors required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the Board's requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

#### B. State Funds Requirements

Contractors expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

Grantor agency name
State program name
BARS account number
Grantor
Agency contract number
Contract award amount including amendments (total grant award)
Beginning balance
Current year revenues
Current year expenditures
Ending balance
Program total

If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by the Board.

#### C. Documentation Requirements

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Department of Commerce ATTN: Audit Review and Resolution Office PO Box 42525 Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the Board.
- Copy of the Management Letter.

#### 2.10 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

#### 2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- All material provided to the Contractor by the Board that is designated as "confidential" by the Board;
- 2. All material produced by the Contractor that is designated as "confidential" by the Board; and
- 3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Board or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide THE BOARD with its policies and procedures on confidentiality. The Board may require changes to such policies and procedures as they apply to this Contract whenever the Board reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the Board. Upon request, the Contractor shall immediately return to the Board any Confidential Information that the Board reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify the Board within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

#### 2.12 CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 2.13 COPYRIGHT PROVISIONS

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

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

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

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

#### 2.14 DISALLOWED COSTS

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

#### 2.15 DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the Board, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- · be in writing;
- · state the disputed issues;
- state the relative positions of the parties;
- · state the Contractor's name, address, and Contract number; and
- be mailed to the Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

#### 2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

#### 2.17 ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

#### 2.18 GOVERNING LAW AND VENUE

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

#### 2.19 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, the Board, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, the Board, the state of Washington, its officers, employees and authorized agents.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

#### 2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the Board. The Contractor will not hold itself out as or claim to be an officer or employee of the Board or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

#### 2.21 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Board may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The Board may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Board under this Contract, and transmit the deducted amount to the Department of Labor and

Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

#### 2.22 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to: Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11).
- Boards of directors or officers of non-profit corporations Liability Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Housing assistance program, Chapter 43.185 RCW.
- G. Interlocal cooperation act, Chapter 39.34 RCW.
- H. Noise control, Chapter 70,107 RCW.
- Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- J. Open public meetings act, Chapter 42.30 RCW.
- K. Prevailing wages on public works, Chapter 39.12 RCW.
- L. Public records act, Chapter 42.56 RCW.
- M. Relocation assistance real property acquisition policy, Chapter 8.26 RCW.
- N. Shoreline management act of 1971, Chapter 90.58 RCW.
- O. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.
- P. State building code, Chapter 19.27 RCW and Energy-related building standards, Chapter 19.27A RCW, and Provisions in buildings for aged and handicapped persons, Chapter 70.92 RCW.
- Q. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- R. State environmental policy, Chapter 43.21C RCW.
- S. State Executive Order 05-05 Archeological and Cultural Resources.

#### 2.23 LICENSING, ACCREDITATION AND REGISTRATION

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

#### 2.24 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

#### 2.25 LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

#### 2.26 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

#### 2.27 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

#### 2.28 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the Board's review upon request.

#### 2.29 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

#### 2.30 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the Board's name is mentioned, or language used from which the connection with the state of Washington's or the Board's name may reasonably be inferred or implied, without the prior written consent of the Board.

### 2.31 RECAPTURE

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

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

#### 2.32 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

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

#### 2.33 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

### 2.34 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Board, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

#### 2.35 SAVINGS

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

### 2.36 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

### 2.37 SUBCONTRACTING

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

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

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

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

### 2.38 SURVIVAL

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

### 2.39 **TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

### 2.40 TERMINATION FOR CAUSE / SUSPENSION

In event the Board determines that the Contractor failed to comply with any term or condition of this Contract, the Board may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the Board upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the Board may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the Board to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the Board determines that the Contractor did not fail to comply with the terms of the Contract or when the Board determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original contract and the replacement contract, as well as all costs associated with entering into the replacement contract (i.e., competitive bidding, mailing, advertising, and staff time).

#### 2.41 TERMINATION FOR CONVENIENCE

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

### 2.42 TERMINATION PROCEDURES

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

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
- C. Assign to the State all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Board has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the Board; and
- **D.** Preserve and transfer any materials, contract deliverables and/or the Board property in the Contractor's possession as directed by the Board.

Upon termination of the Contract, the Board shall pay the Contractor for any service provided by the Contractor under the Contract prior to the date of termination. The Board may withhold any amount due as the Board reasonably determines is necessary to protect the Board against potential loss or liability resulting from the termination. the Board shall pay any withheld amount to the Contractor if the Board later determines that loss or liability will not occur.

The rights and remedies of the Board under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

### 2.43 WAIVER

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

### ATTACHMENT I: ATTORNEY'S CERTIFICATION

# PUBLIC WORKS BOARD PRE-CONSTRUCTION LOAN PROGRAM

City of Camas PR13-951-108

ĺ, <u>.</u>			, hereby certify:
	m an attorney at law admitted to practice orney of the Contractor identified on the d		
	ave also examined any and all documen luding the application requesting this fin		
Ва	sed on the foregoing, it is my opinion tha	at:	
1.	The Contractor is a public body, proper State of Washington, empowered to recontract with the State of Washington, accomplish the objectives set forth in the	ceive and expendand to receive an	d federal, state and local funds, to
2.	The Contractor is empowered to accepand to provide for repayment of the loa		
3.	There is currently no litigation in exister completion of the above-described pub repaying the Public Works Trust Fund I respect to such project. The Contracto its ability to repay such loan on the term	ilic facilities proje loan extended by r is not a party to	ect or to enjoin the Contractor from the Public Works Board with bilitigation which will materially affect
4.	Assumption of this obligation would not limitations applicable to the Contractor.		y and administrative rule debt
Sig	gnature of Attorney	Date	
Na	me		
Ade	dress		
	y of Camas 13-951-108	Page 29 3/12/2013	PreConstruction Public Works Board Contrac



### **AGENDA ITEM SUBMITTAL FORM**

MEETING TIME/DATE: 7:00 PM - 06/03/2013

COUNCIL	MEETING	
	Consent Agenda	(Yes <u>X</u> No)
	Regular meeting Agenda	(Yes No)
WORKSHO	P MEETING	(Yes No)
DEPARTM	ENT:	
	Community Development	
AGENDA I	TEM TITLE:	
	Release Retainage for P-871 Cor	nmunity Center Roof Replacement.
AGENDA I	TEM DETAILS/DESCRIPTION:	
		nmunity Center Roof Replacement to Gregg Roofing required releases have been received.
	This project is budgeted and full	y funded.
RECOMMI	ENDED ACTION:	
	Authorize and Approve Release Gregg Roofing.	of Retainage for P-871 in the amount of \$2,327.06 to
DEPARTM	ENT STAFF/PRESENTERS:	
	James Carothers, Engineering M	anager
SUPPORTI	NG DOCUMENTS (name):	
	P-871 Est 1	
SUBMITTE	D BY: <u>James Hodges, Proje</u>	ct Manager

### NOTE:

- EMAIL "Agenda Item Submittal Form" to agenda email in WORD .doc format by 5:00pm on the Tuesday prior to scheduled meeting.
- Place all supporting documents listed above in the G:\AgendaPrep\(your department folder) by same deadline.

CITY OF CAMAS PAY ESTIMATE: TWO-FINAL Gregg Roofing PAY PERIOD: PROJECT NO. P-871 27001 SE 15th Street Project Name: Camas, WA 98607 Camas Community Center Roof Replacement Original Contract Amount: \$48,552,36 360.834.3902 DESCRIPTION UNIT ITEM ORIGINAL UNIT CONTRACT QUANTITY TOTAL QUANTITY TOTAL QUANTITY TOTAL NO. QUANTITY PRICE TOTAL **PREVIOUS PREVIOUS** THIS EST. THIS EST. TO DATE TO DATE \$35,240.00 LS \$35,240.00 1.00 \$35,240.00 1,00 \$35,240.00 30 Year Dimensional Fiberglass Shingles - 130 mph 0.00 \$0,00 SF 540.00 60 Mil. TPO Thermo-Plastic 2 membrane Roof 540 \$4.00 \$2,160.00 \$2,160.00 540,00 \$2,160.00 0.00 \$0.00 \$0.00 HR 40 \$2,000.00 0.00 \$0.00 Labor Rate for Repairs \$50.00 0.00 0,00 \$0.00 1.00 Continuous Gutters and Downspouts LS 1 \$5,390.00 \$5,390.00 1.00 \$5,390.00 0.00 \$0,00 \$5,390.00 CO#1 Items A & B 3,751.14 \$3,751.14 0.00 \$0.00 1.00 \$3,751.14 1.00 Subtotal: \$44,790,00 \$42,790.00 \$3,751.14 \$46,541,14 Sales Tax: Rate: 8.4% \$3,762,36 \$3,594.36 \$315,10 \$3,909.46 Total: \$48,552.36 \$4,066.24 \$50,450.60 \$46,384.36 ORIGINAL. CONTRACT TOTAL TOTAL TOTAL TO DATE TOTAL **PREVIOUS** THIS EST. \$46,541.14 **SUBTOTALS** \$44,790.00 \$42,790.00 \$3,751.14 CHANGE ORDERS TO DATE \$0.00 \$0.00 \$0,00 SUBTOTAL \$44,790.00 \$46,541.14 \$42,790.00 \$3,751.14 \$3,909.46 SALES TAX \$3,594.36 \$315.10 \$3,762.36 TOTAL CONTRACT \$50,450.60 \$48,552.36 \$46,384.36 \$4,066.24 (\$2,327.06) **LESS 5% RETAINAGE** (\$2,139,50) (\$187.56) \$44,244.86 \$48,123.54 TOTAL LESS RETAIN. \$3,878,68 CITY USE ONLY CITY USE ONLY ACCT. NUMBER: 001-18-594-730-62 THIS PAY EST. LESS RETAINAGE \$3,878,68 F.I. Project Engineer Date

> RFC ENTEKED No 11/27/12

RFC ENTERED <u>\$ 5/23//3</u>



## **AGENDA ITEM SUBMITTAL FORM**

MEETING TIME/DATE: 7:00 PM - 06/03/2013

COUNCIL	MEETING	
	Consent Agenda	(Yes_X_ No)
	Regular meeting Agenda	(Yes No)
WORKSHO	P MEETING	(Yes No)
DEPARTMI	ENT:	
	Community Development	
AGENDA IT	TEM TITLE:	
	Project WS-713 Wastewater Tre	atment Facilities Improvements (WWTF), Phase 2B
AGENDA I	FEM DETAILS/DESCRIPTION:	
	•	713 WWTF, Phase 2B, in the amount of \$56,125.20 to provide work completed through May 15, 2013.
	This project is budgeted and full	y funded.
RECOMME	ENDED ACTION:	
	Authorize and Approve Pay Estinof \$56,125.20	mate 4 for WS-713 WWTF, Phase 2B in the amount
DEPARTM	ENT STAFF/PRESENTERS:	
	James Carothers, Engineering M	lanager
SUPPORTI	NG DOCUMENTS (name):	
	WS-713 Pay Est 4	
SUBMITTE	D BY: <u>James Hodges, Proje</u>	ct Manager

### NOTE:

- EMAIL "Agenda Item Submittal Form" to agenda email in WORD .doc format by 5:00pm on the Tuesday prior to scheduled meeting.
- Place all supporting documents listed above in the G:\AgendaPrep\(your department folder) by same deadline.

### PROGRESS ESTIMATE NO. 4 MAY 16, 2013

CITY OF CAMAS CLARK COUNTY WASHINGTON

PROGRESS ESTIMATE PERIOD APRIL 16, 2013 TO MAY 15, 2013

425-00-594-350-65

PROJECT:

CITY OF CAMAS

WASTEWATER TREATMENT FACILITIES IMPROVEMENTS - PHASE 2B

G&O JOB NUMBER #11505.02

CITY OF CAMAS PROJECT #WS-713

CONTRACTOR:

CONTRACTORS NORTHWEST, INC.

P.O. BOX 6300

COEUR D'ALENE, ID 83816

1	BIDI	TEMS		QUAN	NTITIES	PROJEC	T COSTS	PERCENT
<u> </u>				TOTAL	l	······································		OF
			ı	THIS	TOTAL TO	AMOUNT	AMOUNT TO	CONTRACT
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	PERIOD	DATE	THIS PERIOD	DATE	QUANTITY
_	75 1 17		A	0.0001	100.000/	<b>#0.00</b>	661 114 00	1000/
1	Bond and Insurance	1 LS	\$51,114.00	0.00%	100.00%	\$0.00	\$51,114.00	100%
2	Mobilization and			0.0004	(0.4.0)	ma aa	0000000	(20)
	Demobilization	1 LS	\$95,000.00	0.00%	63.16%	\$0.00	\$60,000.00	63%
3	General Requirements	1 LS	\$188,970.00	1.90%	30.49%	\$3,587.90	\$57,609.44	30%
4	Site Work	1 LS	\$676,981.00	0.00%	47.53%	\$18.99	\$321,772.92	48%
5	UV Disinfection/Effluent							
	Pump Station	1 LS	\$500,101.00	0.00%	2.76%	\$0.00	\$13,800.00	3%
6	Clarifier No. 3	1 LS	\$695,938.00	6.79%	42.18%	\$47,243.10	\$293,519.75	42%
7	Hydrogen Sulfide Scrubber		:			·		ł
	System	1 LS	\$277,769.00	0.00%	0.00%	\$0.00	\$0.00	0%
8	Electrical	1 LS	\$273,127.00	1.26%	5.65%	\$3,429.70	\$15,429.70	6%
9	Trench Excavation Safety							1
	System	1 LS	\$5,703.00	0.00%	75.00%	\$0.00	\$4,277.25	75%
10	Dewatering	1 LS	\$6,064.00	0.00%	50.00%	\$0.00	\$3,032.00	50%
11	Unsuitable Excavation	100 CY	\$37.00	0	100	\$0.00	\$3,700.00	100%
12	Rock Excavation	220 CY	\$68.50	0	1 0	\$0.00	\$0.00	0%
13	Additive Item No. 1 - Dryer							
	Building	1 LS	\$23,600.00	0.00%	0.00%	\$0.00	\$0.00	0%
14	Additive Item No. 5 -	1 22	Q20,00000	,	******		1	
	Launder Covers	1 LS	\$45,700.00	0.00%	0.00%	\$0.00	\$0.00	0%
		. ~~	410,, 00100	0,00,0		,		
CHA	NGE ORDERS:							
COI						\$0.00	\$0.00	
CO2						\$0.00	\$0.00	
CO3						\$0.00	\$0.00	
CO4						\$0.00	\$0.00	
CO4				1	1		1 20.00	I

### PROGRESS ESTIMATE NO. 4 MAY 16, 2013

CITY OF CAMAS CLARK COUNTY WASHINGTON PROGRESS ESTIMATE PERIOD APRIL 16, 2013 TO MAY 15, 2013

PROJECT:

CITY OF CAMAS

CONTRACTOR:

CONTRACTORS NORTHWEST, INC.

WASTEWATER TREATMENT FACILITIES IMPROVEMENTS - PHASE 2B

P.O. BOX 6300

G&O JOB NUMBER #11505.02

COEUR D'ALENE, ID 83816

CITY OF CAMAS PROJECT #WS-713

		PROJEC	T COSTS
•		AMOUNT	AMOUNT TO
		THIS PERIOD	DATE
SUBTOTAL EARNED TO DATE	· · · · · · · · · · · · · · · · · · ·	\$54,279.69	\$824,255.06
SALES TAX	8.40%	\$4,559.49	\$69,237.41
MATERIALS ON HAND		\$0.00	\$51,263.23
TOTAL		\$58,839.18	\$944,755.70
LESS 5% RETAINED (BEFORE TAX)		\$2,713.98	\$41,212.75
TOTAL EARNED TO DATE LESS RETAINAGE			\$903,542.95
LESS AMOUNTS PREVIOUSLY PAID			
PROGRESS ESTIMATE NO. 1			\$337,296.34
PROGRESS ESTIMATE NO. 2			\$360,739.36
PROGRESS ESTIMATE NO. 3			\$149,382.05
TOTAL BASINESSON MONEY PATE		mer 125 20	PEC 105 00

TOTAL PAYMENT NOW DUE:

\$56,125.20

\$56,125.20

ORIGINAL CONTRACT AMOUNT CONTRACT PERCENTAGE TO DATE

\$2,858,837.00 29%

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A TRUE AND CORRECT STATEMENT OF THE WORK PERFORMED UNDER THIS CONTRACT. I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID IN ACCORDANCE WITH RCW 39.12 (PREVAILING

WAGES).

GRAY & OSBORNE, INC.

CONTRACTORS NORTHWEST, INC.

CITY OF CAMAS

(Curt Mysauls

den d bann

SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY		TOTAL	SALES	SALES	one and the second seco		
NO.	PROGRESS ESTIMATE	EARNED	TAX	TAX	MATERIALS	RETAINAGE	TOTAL
	PERIOD DATES	PER PERIOD	RATE	AMOUNT	ON HAND	(5%)	PAYMENT
1.	JANUARY 15, 2013 TO FEBRUARY 18, 2013	\$205,141.01	8.40%	\$17,231.84	\$125,180.54	\$10,257.05	\$337,296.34
2.	FEBRUARY 19, 2013 TO MARCH 21, 2013	\$417,917.42	8.40%	\$35,105.06	-\$71,387.25	\$20,895.87	\$360,739.36
3.	MARCH 21, 2013 TO APRIL 15, 2013	\$146,916.94	8.40%	\$12,341.02	-\$2,530.06	\$7,345.85	\$149,382.05
4.	APRIL 16, 2013 TO MAY 15, 2013	\$54,279.69	8.40%	\$4,559.49	\$0.00	\$2,713.98	\$56,125.20
<del></del>	TOTAL:	\$824,255.06		\$69,237.41	\$51,263.23	\$41,212.75	\$903,542.95
		Pag	e 2 of 2			Progres	ss Estimate No. 4,xfs



### **AGENDA ITEM SUBMITTAL FORM**

MEETING DATE/TIME: June 3, 2013/7:00

COUNCIL MEETING	
Consent Agenda	(Yes <u>X_No)</u>
Regular meeting Agenda	(Yes No)
WORKSHOP MEETING	(Yes No)
DEPARTMENT:	
COMMUNITY DEVELOPMENT	
AGENDA ITEM TITLE:	
	i, Inc. in the amount of \$466,447.40.
AGENDA ITEM DETAILS/DESCRIPTION:	
	/ 38 <sup>th</sup> Ave/SE 20 <sup>th</sup> St. Street Improvements, Ph. 1
The pay estimate is for work co	mpleted from April 1, 2013-April 30, 2013.
RECOMMENDED ACTION:	
Authorize Pay Estimate #2	
DEPARTMENT STAFF/PRESENTERS:	
James E. Carothers, P.E. Engine	ering Manager
SUPPORTING DOCUMENTS:	
S-545 Signed NW 38 <sup>th</sup> -SE 20 <sup>th</sup> Pa	ay Estimate #2
SUBMITTED BY: Anita Ashton, Project	Engineer

### NOTE:

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- Place all supporting documents listed above in the G:\AgendaPrep\(your department folder) by same deadline.

Teach   Teac	CITY OF CAMAS PROJECT NO. 5-545 PROJECT NO. 5-545 DESCRIPTION: NW 38th AverSE 20th SL Extension Roadway Improvements, Pt. 1 PAY ESTIMATE # 2_ Council Meeting Date: June 3, 2013 Work Period Date: April 3, 2013 to April 20, 2013	P.O. B BATTI Phone				(Expenditures \$1,021	res to Date	Expending \$17 Expendi	Tig Tig The Riog 5 set to Exceed 5 suit 1 suit 5 court pur 5 court	PWIF Faceing In Expenditives after C Expenditives as	0ups 1 & 2)	WIROSWR Fan (Schwidde B Expenditur Groo	Rems Only)	Previous Est	timate #	Corrent E	stimalo #	Totala t	o Date
1		זואט	ORIGINAL	UNIT PRICE		Quantity	Amount	Quantity	Amount	// Quantity	Amount.	Quantity	ice Amount		TOTAL PREVIOUS		TOTAL THIS EST:		TOTAL TO DATE
A.   Control Process   Contr															·····				
1				\$12,000.00				1	<del> </del>	<b>-</b>						050	\$129,000,00		\$3,000.00
A.   Continue Annexes	A 3. Roadway Surveying	LS.	1	\$15,000.00	\$15,000.00	0.43	\$6,000,00					ar en santa		0.13	\$1,950,00	0.27	\$4,050,00	0.40	\$6,000.00
Fig.   Control Section   Con		1.5						f	<del> </del>	<b>↓</b>							\$1,125.00		
The content of the				855.00	\$35,300.00					1		ar ar said a s		160.50		218.50			\$20,845.00
1.   Control And Colored   1.   Control And Co	A ? Other Traffic Control Labor		200		\$11,000.00	20.50	\$1,127.50							9.00	\$495,00	11,50	\$632,50	20.50	\$1,127.50
A. B. Control modern and Control and Con		->	7.53			3.48	\$12,180,00	<u> </u>	<u> </u>	<b>├</b> ──-				246	\$8.510.00	1.02	\$3,570.00	3.48	\$12,180,00
1.   Continue Conti	A 10 Removal of Structures and Obstructions	1.5		\$5,000,00	\$5,000.00	0.13						0.00	n krayetin e					0.13	\$650.00
1.1		LS CY	3.752			2315.60	\$41,684.40	<u> </u>	<del> </del>	<del> </del>	[			389.00	57,002,00	1 926 80	\$34 692 40	2315 80	\$41 684 40
1.	A 13 Unsuitable Foundation Excavation, incl. Haul	CY	235	\$35.00	\$8,225,00	92.80	\$3,248.00							6.10	\$213.50	86.70	. \$3,034,50	92.80	\$3,248.00
A. B. Command Configuration Services   1.5   1		CY						<del> </del>	<u> </u>	<b>}</b>				7,461.00	\$149,220,00				
A. B.   Contact CT	A 16 Construction Geotestile for Separation	SY		\$1.50		2,602,00	\$3,903.00			1				2,512.00	\$3,768.00		\$135.00		
A. J.   Control Services State Control   The   Services	A 17 In-Place Corport Treated Base (CTB)	SY	4,879	\$3.50	\$17,076,50			ļ		<u> </u>		4.00							
1. A.   Proceed for Security	A 19 Crushed Suffecing Base Course	TN			\$185,400.00														
A. J.   Person of the Control of Control o	A 20 Planing Bituminous Payement	SY	333	\$19.00	\$6,327.00					<b></b>									
A. D.							·			<del> </del>				<del></del>					
Fig.   Control Appendix Service   17	A 23 Preparation of Existing Surfaces, CSS-1 for Tack Cost	TN	4	\$3,500.60	\$14,000.00							and the second	VSESSION O						
1.   1.	A 25 Shoring Trench Safety System (\$1,00 min.)					44.00	\$44.00	<b></b>		ł						44.00	844.00	44.00	\$44.00
A. D.   Restriction State   Color	A 26 (Structure Excavation Class A, Incl. Hau!	CY	1 230	\$17.00	\$20,910,00	651,30	511,072,10					Control of the	1000					651.30	\$11,072,10
A D   D. Reserved But to Except Infell Burley   Line   L		F CY	1,288	\$40.00	\$51,520.00 \$	85.00				<b>{</b> -						L	[		
A. A.   Decreage Co.   Security Co.   Co.   Decreage Co.   Co.   Decreage Co.   Co.   Decreage Co.   Co.   Decreage Co.   Decreage Co.   Co.   Decreage Co	A 29 St. Reinforced Ear for Concrete Traffic Barrier	LB.	109,216	\$0,25	527,304.00							100	ARTICLE STORY						
A. A.				\$0.25	\$16,280.00	35,884,00	\$8,971.00			<b>}</b>				36,070,00	\$9,017.50	-186.00	(\$46,50)	35\$84.00	\$8,971.50
A A	A 32 Concrete Ct. 4000 - Traffic Barrier	CY	689				-			l	10								
A 20 Description Type Control for Foot State Colored CP   1		CY	407			331.94	\$99,582.00							83.65	\$25,095,00	248.29	\$74,487.00	331,94	\$99,582.00
Proceedings   Teach   Teacher   Te	A 35 Bridge Railing Type Metal			\$60.00	\$49,320.00														
A. 27   A. A. Security of the Colorest of Colorest (Colorest Colorest (Colorest Colorest (Colorest Colorest Colorest (Colorest Colorest Colorest Colorest Colorest (Colorest Colorest	Bridge Railing, Type Chain Link Fence, Black Coated, 42*		6,1	#CF 00	***********												DOKEN		
A. M.	A 37 Abminum Arph Culvert		76			75.00	\$37,500.00			<b></b>			and the second			75.00	\$37,500.00	75.00	\$37,500,00
A 41 Compared Positring Stem Secure Posit Positring Stem Secure Posit Positring Stem Secure Positring Stem Sec	A 38 Ductile Iron Pipe for Storm Sewer Culvert, 12" Die.			\$60.00															
A 4 ( Convenient Popularium Starts Start Press, TV Ch. V St.	A 40 Conspated Polyethylene Storm Sever Pipe, 6" Dia.				\$3,192,00								Net of the last				l		
A. 4.   Interior Cor (Co. ) Pyr 1	A 41 Comugated Potyethylene Storm Saver Pice, 10" Dia.				\$9,486,00	(00.00	240.464.00					¥ 30 m 10 m				100.00	*********	400.00	********
A. 4.   Interior Cor (Co. ) Pyr 1						2,40	\$6,000.00											2.40	\$6,000,00
A 46   Comparison Polymer Program   Foundation Statem Program   Foundation   Fou	A 44 (Markote 60" Dia, Type 3			\$3,800.00	\$3,800.00 }							100							
A 4   Memorie of Dia, Type 3   EA   1   \$2,000 0   \$2,000 0   \$0.00   \$2,000 0   \$2,00	A 45 Compated Polyethylene Storm Sever Pipe, 12 Dia.			\$55.00	\$4,128,00 \$	91.50	52.928.00									91.50	\$2,928.00	91.50	\$2,928,00
A 45   Marchine   72 Da. 1792   5 A   \$5,000.0   \$5,2	A 47 Manhole 45' Dia., Type 3	EA	1	\$2,800,00	\$2,800.00							ne research	ne contract						
A 51 Major Manholo 5A 1 \$500.00 \$500.0	5 A 48 Manhole 60° Dia, Typo 3 with Flow Splitter	- <u>E</u> A				0.80				<u> </u>						0.80	\$4,880,00		
A 52 Adjust Clotch Basin - Feb. 2 \$50,000 \$1,000.000 \$	A 50 Manhole 96" Dia., Stormwater Filtration	EA		\$44,000.00	\$44,000,00 [	0.90	\$39,600,00					Acres de la companya	2.04,002			0.90	\$39,600.00	0.90/	\$39,600,00
A 5C Cach Bean, Type 1 EA 2 \$1,000,00 \$45,00			1																
A 5 Concrete (ref. CA 25 St.000.00 450.000.00 5 St.000.00 5 St.0000.00 5 St.000.00 5 St.0000.00 5 St.000.00 5 St.0	A 53 Catch Basin, Type 1	EA	1 2	\$1,800.00	\$3,600.00														
A 59 Ductile ton Severy Fige (Storm), 12 Dia UF 1470 S33,00 S37,550,00 S22,000 S33,050,00 S22,000 S37,550,00 S27,550,00 S37,550,00 S						<del></del>						Mark Control							
A 59   Ductile from Sevent Floor (Storm) 24" Disc.   F.   391   \$85,00   \$17,500   \$17,500   \$17,000   \$	A 56 Ductile from Sewer Pipe (Storm), 12" Dia	LF	1.420	\$38.00	\$53,960.00	622.00	\$23,636.00									522.00	\$23,636,00	622,00	\$23,636,00
A 59 Septing Fertiliging Multihing AC 3.10 \$2,400.00 \$1,	A 57 Ducile Iron Sewer Pipo (Storm), 24" Dia.	LF.		\$96.00								ations are a large			****	25			
A 50 Style for Temporary ESC LS 1 \$4,000.00 15,800.00 10.00 \$4,800.00 \$4,8	A 59  Seeding Fertilizing Mulching		3,10											8.00	5249,00		· · · · · · · · · · · · · · · · · · ·	17.00	
A 54 Plaste Covering SY 200 \$35.50 \$700.00 \$70	A 60 Strawfor Temporary ESC	LS	1		\$4,800.00	1.00	\$4,800.00					A.	27.72.46			1,00	\$4,800.00	1,00	\$4,800.00
A 54 Plaste Covering SY 200 \$35.50 \$700.00 \$70		SY												<del></del>					
A 55 Subsigned Construction Engrances SY 1,111 \$10,00 \$11,110,00 \$45,00 \$46,500 \$46,55	A 63 Plastic Covering	SY	200	\$3.50	\$700.00	200.00	\$700.00						Mark State			200.00	\$700,00	200,00	\$700.00
A 69 Street Cleaning FR 90 \$110.00 \$50.000 \$6.50 \$5.545.00 \$6.00 \$50.545.00 \$6.00 \$50.545.00 \$6.		LF SV		\$6,75		485 60	SA SSA CO							485.60	\$4.656.P0 8	te har Array		ens en	\$4,656.00
A 67 SN Ferce	A 66 Street Cleaning	HR	90	\$110.00	\$9,900.00	59.50	\$6,545.00					alejon servis		44.50	\$4,895,00	15.00	\$1,650.00	59.50	\$6,545.00
A 58 Walte LF 350 S5.00 S150000 W S5.00 S5	A 67 Snt Fence	LF					\$18,306.00									1 1 1 1 1 1 1			
A 71 Lundscaping (S 1 5775,000.00 575,000.00	A 69 Waltie	LF	380	\$5.00	\$1,900,00		X					a de la compa							
A 72 Intogration LS 1 \$55,000.00 \$59,000.00   September 1   September 2	A 70 High Visibility Fence	Lξ	1,860		\$3,255.00	1,478.00	\$2,586.50							1,478,00	\$2,586,50			1478.00	\$2.595.50
14 73   Cornect Condictor Traffic Customera Garder   1 F   6273   5900   356 45700	A 72 Imigation				\$59,000.00						23					Tagang water			
A 74 Connect Concrete Traffic Curb UF 915 \$200 \$3.25.00	A 73 Cement Contrete Traffic Curb and Gutter	į.F	6,273	\$9.00	\$56,457.00							9.25700							

ITY OF CAMAS ROJECT NO. 5-545 SECRIPTION: NAY 38th AverSE 20th St. Extension Readway Improvements, Ph. 1 AY ESTIMATE # 2. ouncil Meeting Date: June 3, 2013 fork Period Date: April 1, 2013 to April 30, 2013	P.O. BC BATTLI Phone:	E GROUND, V (360) 587-114 I Contract To		.33 t: \$2,093,08}	(Expenditures \$1,021, Expenditu	ng Tracking not to Exceed 500,000 ros to Date up 1	(Expenditure \$17 Expenditu	ng (racidh) 2 no to Escaed 2 MIL) 2 nes to Date	(Expenditures of Expenditu	rd Tracking or Groups I &2] esto Date	(Schedu) Expeni	Funding Tracking e Batteris Only) - intres to Date arroup 4	Previous E	istimate d	Current 8	Estimate ø	Totals	to Date
ITEM DESCRIPTION NO.	דואט	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	Quantity.	Amdunt	duantly.	Amount	Z Olianii V	Amount	r ) Quantity	Amount	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL . THIS EST.	QUANTITY TO DATE	TOTAL TO DAT
75 Raised Pavement Marker, Type 1	Hund.			\$760,00							Central State	VI STANSA TA	3		1			
1 76 Raised Pavement Marker, Type 2	Hund.	1,30	3545.00	\$708.50			1											
77   Cement Concrete Driveway Entrance	SY	205	\$45.00	\$9,225.00	<b> </b>	1	<b>}</b>						<u> </u>		ļ	ļ	<u></u>	<del> </del>
78 Single 6-ft, Costed Chain Link Gate, Black Vinyl 79 Comen Concrete Sidewalk	EA 5Y	4,367	\$1,200,00 \$31,00	\$1,200.00 \$135,377.00	<del></del>		<u>}</u>									<del></del>	}	<del> </del>
80 Cement Concrete Curb Ramp, Type 1	EA.	17		\$14,450.00	l		<u> </u>	<del></del>	ļ				<b>]</b>		<b> </b>	<del> </del>		<del>                                     </del>
81 Detectoole Warning Surface	SF	180		\$4,320,00			1				(C. 68)	de a ser o			î			
82   Quarry Spatts	TN	154	\$55,00	58,470.00							To the second	is to be a second						ļ
63 Malpox Support, Type 1, with Steel Post	EA.	8	\$200.00	\$1,600.00				VI SANGRES NA CONTRACTOR							1,317,00	\$6,585.00	1317.00	56.5
84 Joint Utility Trench for Dry Littles, Incl. Backfill Material \$44 Joint (1989) Well-of for Dry (Asings, Incl. MacArts Administ	LF	2,946	\$5.00 2 5 500	\$14,730,00	1,317.00	\$6,585.00			04253 (1015) (1024A pri	enance and all			<b>]</b>		240.00	\$1,200,00	240.00	
85 Shamoelion System	LS	1	\$195,000.00	\$195,000.00		Service Servic	TANKS OF THE PARTY	AND RESIDENCE OF THE PARTY OF T	240,00	1-2-103 \$ 1.200 OK	Language of the Control	and the second				31,200,00	2-10:00	
86 Traffic Signal Systems	LS	1	\$190,000.00				1					H WARREN THE						
87 Conduit Pipe, 1-1/4" Dia., Lighting Conduit	Į.F	822	\$1.00	\$822.00							6-47 H-7							
88 Conduit Pipe, 2" Dia., Lighting Conduit	LF	48		\$264.00			<u> </u>						1		ļ		ļ	<b>├─</b> ─
89 Permanent Signing	LS LF	6,100	\$7,000.00 \$0.35		I		<b>}</b>		[				1	ļ		<del> </del>		<del> </del>
90 [Past Line, 4" Yellow 91 [Painted Wide Line, 8" White	LF	6,400	\$0.45	\$2,880.00	<b></b>		}		<del> </del>					<del></del>	<del></del>	<del>                                     </del>	<b></b>	1
92 Plastic Bicycle Lane Symbol	EA	10	\$320.00	\$3,200.00			L					description of						
93 Plastic Traffic Arrow	EA	23	\$135.00	\$3,105.00							4400	e salatanian				<u> </u>		<del>                                     </del>
94 Plastic Crosswalk Line 95 Plastic Stop Line	SF LF	3,000 102	\$4.50 \$7.00	\$13,500.00 \$714.00	<b></b>		<u> </u>		ļ				<u></u>		<u> </u>	<del></del>		<del> </del>
96   Pond Excayation, Incl. Haul	CY	2,350		\$23,500.00	<del> </del>		<b></b>						<del>}</del>			<del> </del>		<del> </del>
97   Pond Excavation for Embankment	CY	2,200	\$8.00	\$17,600.00			§	· · · · · · · · · · · · · · · · · · ·	<del> </del>				<b>1</b>					
98 Construction Geotextile for Septration	SY	1,825	\$1,50	\$2,737.50								Linear Service						
99 Recycled Asphalt Concrete Appregate 1 1/4	TN LF	670	\$9.00	\$6,030.00							10.00							<b></b>
100 Ductile kon Pipe for Storm Sewer Culvert, 12' Dia.	<u>tf</u>	36	\$35.00	\$1,260,00	<b> </b>		<b>}</b>					STATE OF THE STATE	ļ					<del> </del>
101 Corrugated Polyethylene Storm Sever Pipe, 8" Dia. 102 Corrugated Polyethylene Storm Sewer Pipe, 12" Dia.	반	321 101	\$20.00 \$24.00	\$5,420,00 \$2,424,00	···		<b>}</b>						ļ					<del> </del>
103 Corrupated Polyethylene Storm Sewer Pipe, 24" Dia.	UF	329	\$60.00	\$19,740.00	I———													1 .
104   Calch Sasin, Type 1	EA.	2	\$1,700.00	\$3,400.00								CONTRACTOR OF						
105 Manhola 60° Dia. Type 3	EΑ	1	\$3,500.00	\$3,500.00	08.0	\$2,100.00					17.70				0.60	\$2,100.00	0.60	52
106 Sediment Trap	EA.	1	\$4,300.00	\$4,300.00			<u> </u>											<del> </del>
107 Emergency Overflow Weir 108 Outfall Dispersion Trench, 6" Dia	LS LF	20	\$2,800,00 \$50,00	\$2,800.00 \$1,000.00	<del></del>		<u> </u>						<del></del>					<del> </del>
109 Outlali Dispersion Trench, 12' Dia.	l ir	10	\$72.00	\$720.00								organisa sa sa da c						
110 Coaled Chain Link Fence, Black Vinyt, Type 3	LF (	915	\$18.00	\$18,470.00							Care Disease	A SAME THE SAME						
111 Double 20-ft. Coaled Chain Link Gate, Black Vinyt	EA_	2	\$2,100.00	\$4,200.00								Frank States						
112 Sing's 6-8, Coated Chain Link Gale, Black Vinyl	EA	- 2	\$1,200.00	\$2,400.00			ļ											ļ
113 Tapered End Section w/Type 4 Safety Bars, 24° Dia. 114 Oustry Spells	EA TN	180	\$850.00 \$22.00	\$850,00 \$3,960,00								Secretary for						<del> </del>
115 Modular Block Wall - Retaining Wall C	SF	1,450	\$10.00	\$14,500.00														
116 Field Office Building	LS	1	\$4,500.00	\$4,500,00	0.80	\$3,500.00					VI 56 (2)	10.00	0,80	\$3,600.00			0.80	\$3
117 Wetland Milication Planting	LS	1	\$43,000.00	543,000.00														
118 Project Documentation (\$25,000 Min. Bid) Subtotal	LS	11	\$25,000,00	\$25,000,00		### FF FF							ļl	#200 252 5N		\$463,092.40		\$859
Suprota				\$3,533,887.25		\$858,245,50		•		\$1,200.00				\$396,353.10		\$463,092.40		5033
edulo A Change Orders																		
1 Item A-CCO #1 Portable Message Signs	J	1.00									49450402	like grant state of the				\$1,200.00		ļ. <u></u>
item 8-CCC #2 Removal of Storage Sted Item C-CCC #3 Change Unit Measure from CY to LS	<b></b>	1.00					<u> </u>									\$800.00		<del> </del>
item D-CCO #3 Change Unit Measure from CY to LS	<del>                                     </del>	1.00	No Cost No Cost										<del> </del>			No Cost No Cost		
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1 Manous & Replace AREV ASSERBY C Comb As Release Ast Vactory Valve Assembly 1 from Manage of The Type 1		12.2	- Luw								E STATE OF THE STA		····		<del>-</del>			
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anitary Sewer 6 PVC Sanitary Sewer Pipe, 10" Dia. (ASYM 03034)	LE	41	\$46.00	\$1,686.00									1				1	

CITY OF CAMAS PROJECT NO. S-545 DESCRIPTION: NW 38th AverSE 20th St. Extension Roadway Improvements, Ph. 1 PAY ESTINATE # 2. Council Meeting Date: June 3, 2013 Work Period Date: April 1, 2013 to April 30, 2013	Phone: i	X 1908 SROUND, W (360) SBT-1148 Contract Tota (Includes Sak	8 si: \$3,651,231.; es Tax Amount	: \$9,093.08}	STP Funding (Expanditures n \$1,021,64 Expanditure Group	ot to Exceed (0.00) s to Date	ID Employ To (Expenditure Col.) \$1,75 ML Expenditure Coup 2	io Exceed ) o Date	PV/IF Eureling (Exhelicitysis after Expenditives Group	Groups 1 82) to Date:	(Schedule B Expenditu Gro	ies to Dale op 4	Provious &		Current E		Totals (	
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B 18 Phys Valve, 10-inch	EA	1.00	The state of the s	\$3,700,00	er comments		ON THE STATE OF TH			Selection to the selection of the select		5749834-17	PALVIOUS	TAE VIOUS	1 1/10 000.	1112	1	
8 19 Stee AARV (Non-Traffic Rated)	FA EA	1.00		\$1,200,00	es de risso			40.00							1			
8 20 Testing Sever Pipe	LF	325.00	\$1.00	\$325.00	e sould state	A 100 TO 100	ACRES OF COMMENTS OF								1			
8 21 Sewer Cleanout	EA	2.00	\$400.00	\$800,00				A DEPT OF		70.00								
Subtot	et			\$108,251.00			12.4											
Schedule B Change Orders	1														<u> </u>			
B 1 Rem E-CCO #5 Installation of Soil Filter		1.00	\$1,250.00		restant to the series										1,D0		1.00	\$1,250.00 \$1,250.00
Optosia	ai CONTO	RACT TOTAL		\$3,642,138.25	STP TOTAL	8858,245.50	TIB Total		PWIF Total	\$1,200,00	WTR/SWR Total		Previous Estimate	9202 257 10	Current Estimate	\$1,250,68 • \$463,092,40	Totals to Date	\$859,445.50
		RS TO DATE		35,002, (303.0	CO'S To Date	3130,240.00	CO'S To Date		CO'S To Date	31,200.00	CO'S To Date		CO'S To Date	4300,000.10	CO'S To Date		CO'S To Date	\$3,250.00
		SUBTOTAL		\$3,642,138.25	Subtotal	\$858,245.50	Subjeted		Subtotal	\$1,200,00	Subtotal		Subtotal	\$395,353,10			Subtotat	\$6,500.00
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. سحل ا	TOTAL	CONTRACT		\$3,651,231.33	Total	\$858,245.50	Total	j	Total	\$1,200.00	Total		Total	\$396,353.10	Total	\$465,447,45	Total	\$862,800.50
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Sch. A STF - Account Number: 313-00-8 Sch. A STF - Account Number: 313-00-8 Sch. A STF - Account Number: 313-00-8 Sch. B - Struct Account Number: 323-00-8 Sch. B - Struct Account Number: 323-00-9 Sch.	95 200 65 95 300 65 94 340 65 94 350 65 22 230 35	Estenate *		\$386,353.10	\$1,250,60 (A \$1,355,00 (A	of to Exceed \$1.02 of to Exceed \$1.75 empiring Amount a mounts Incl. Tax) mounts Incl. Tax) mounts Incl. Tax) f	mil.) eter STP/TIB)	nering Manage	Canth		5/24/13 Date							

RFC ENTERED LL 5/28/13



### AGENDA ITEM SUBMITTAL FORM

**MEETING DATE/TIME: June 3, 2013** 

**COUNCIL MEETING** 

Consent Agenda

Regular meeting Agenda

(Yes\_X\_ No\_\_)

(Yes\_\_ No\_\_)

**WORKSHOP MEETING** 

(Yes\_\_ No\_\_)

**DEPARTMENT: Public Works** 

AGENDA ITEM TITLE: Easement agreement with Longview Timberlands, LLC for Headworks

access

AGENDA ITEM DETAILS/DESCRIPTION: The easement will provide access to City watershed property over lands owned by Longview Timberlands, LLC. The access easement allows for the implementation of the approved Forest Management Plan throughout the planning horizon. There is no expiration date on the easement access. This item was discussed at the April 1, 2013 Workshop. Total cost of the easement is \$65,138.65. This is a budgeted item, but overall costs for the easements exceeded to line item amount of \$100,000 when combined with the AKS contact of \$42,000 and amendment in the amount of \$49,000. The additional cost is primarily due to the addition of the Jones Creek access which was requested by the grantor as part of the easement negotiations. The Jones Creek access added \$6,000 to the AKS amendment for survey and \$37,503.15 to grantor for the easement. Approximately \$11,000 of the AKS amendment will be expended in 2014 during the reforestation phase. The cost for the Jones Creek access will defray future costs required to access the next phase of the Management Plan and will provide certainty that access is secured. Staff recommends approval and will work to fit expenditures within existing budget authority in the Water Fund. No General Fund dollars will be used for this item.

RECOMMENDED ACTION: Authorize Mayor to sign Easement Agreement

DEPARTMENT STAFF/PRESENTERS: Eric Levison

SUPPORTING DOCUMENTS: City of Camas Easement

SUBMITTED BY: Eric Levison

After Recording, Return Document to:

Longview Timberlands LLC Michelle Metcalf P.O. Box 667 10 International Way Longview, WA 98632

Grantor: Longview Timberlands LLC

Grantee: City of Camas

Legal Description (abbreviated): N1/2SW1/4, S4; E1/2, S9, T2N, R4E

Assessor's Tax Parcel I.D. No.: 136643000, 137708000, 137710000

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_2013, is entered into by and between LONGVIEW TIMBERLANDS LLC, a Delaware limited liability company ("Grantor") and, CITY OF CAMAS, a municipal corporation of the State of Washington ("Grantee").

#### **AGREEMENT**

- 1. Easement Grant. Grantor, for and in consideration of \$65,168.35 and other valuable consideration received by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee, its successors and assigns, subject to existing easements and valid rights, a perpetual non-exclusive easement and right-of-way sixty (60) feet in width, being thirty (30) feet on each side of the center line of an existing and new road (the "Road") located on a portion of Grantor's real property (the "Grantor's Property"), which is more particularly described on Exhibit A attached hereto (the "Easement").
- 2. **Purpose.** The Easement is conveyed for the purpose of providing Grantee, its employees, agents, contractors, and invitees, vehicular ingress and egress to and from property now or later owned by Grantee, and for the purpose of tree farm management, construction, reconstruction, maintenance and repair of the Road, and harvesting,

removal and hauling of timber, forest products, rock and other valuable materials from Grantee's lands.

- 3. Road Construction. Grantee shall construct new portions of the Road as provided for herein in compliance with all of the laws, rules, regulations and orders now or hereafter in force of all federal, state and other governmental authorities, including, but not limited to, all laws, rules, regulations and valid orders of local, state and federal governmental officials relating to (i) the preservation and protection of the environment, (ii) the use, storage, application, transportation, presence or absence of hazardous substances or materials of any kind, (iii) the designation, classification and protection of any species of plant or animal, (iv) forestry and logging practices, (v) the prevention, suppression and control of fire, and (vi) all laws, rules and regulations of any local, state or federal authority (including the federal Occupational Safety & Health Administration (OSHA) and comparable state authorities) relating to occupational safety and health, and any reporting and recordkeeping obligations relating thereto Grantee shall cooperate with Grantor to provide Grantor ("Applicable Law"). adequate notice of Grantee's road construction operations and otherwise enable compliance with Applicable Law with respect to Grantee operations on a road work area. Additionally, if Grantee receives notice from any governmental authority or any other person alleging that the activities of any of Grantee, its employees, agents or subcontractors in connection with such road construction are in violation of any Applicable Law or in violation of any other rights of such person, then Grantee will promptly notify Grantor of the same. Any such notice shall include a copy of any written notices or other material received by Grantee and in any event shall include a description of the allegations in reasonable detail.
- 4. Road Crossing; Grantor's Reservations. Grantee's right to use a Road is non-exclusive and is concurrent with the rights of the Grantor, and any third-party licensees, contractors, or permittees of Grantor. Grantor reserves for itself and its successors and assigns the right, at all times for any and all purposes, to use, cross and re-cross, at any place on grade or otherwise, patrol, and repair the Road, in any manner that will not unreasonably interfere with the rights granted to Grantee hereunder.
- 5. **Third Parties**. Grantor may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided that use by such party shall be subject to the terms and conditions of this Agreement and shall not unreasonably interfere with the rights granted to the Grantee hereunder.
- 6. **Maintenance**. The cost of road maintenance shall be allocated on the basis of respective uses of the Road. When any party uses the Road, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when the Road, or a portion thereof, is being used solely by one party, such party shall maintain that portion of the Road so used at a standard no

less than the standards existing at the time use commenced. During periods when more than one party or its Permittees, as defined below, is using the Road, or a portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but not be limited to:

- (i) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate, the maintenance of the Road or the portion thereof being used; and
- (ii) A method of payment by which each party shall pay its pro rata shares of the cost incurred by said maintainer in maintaining the Road or portion thereof.

For the purposes of this Agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facility as nearly as possible in their present condition or as hereafter improved.

- 7. Road Damage. Each party using any portion of the Road shall repair or cause to be repaired, at its sole cost and expense, that damage to the Road occasioned by it which is in excess of that which would be caused through normal and prudent usage of the Road. Should inordinate damage to the Road occur which is not caused by an authorized user of the Road, the parties hereto shall meet to agree on the cost of repairs or replacement and the shares of such costs to be borne by each user of the Road.
- 8. Improvements. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, any improvements shall be solely for the account of the improver. Grantee shall not make any improvements (as contrasted with maintenance of the Road) without Grantor's prior written consent. Should Grantee desire to construct any improvements to the Road, Grantee shall present a written proposal to Grantor specifying the location, size and specifications of the improvements. Grantor shall specify either its written approval, disapproval, or required modifications within thirty (30) days of Grantee's request. Such approval shall not be unreasonably withheld or conditioned by Grantor, unless Grantor, in Grantor's sole discretion, determines that the proposed improvements will unreasonably affect the suitability of the Road for Grantor's timber harvest, management and maintenance activities.
- 9. Right of Way Timber. Grantor reserves to itself all timber now on or hereafter growing within the right of way of the Road on its property. If any road work to be performed by Grantee requires the falling of merchantable or non-merchantable timber from a road right-of-way, Grantee shall fell and buck any timber required to be removed from the applicable road work area in a workmanlike manner, so as to obtain maximum utilization consistent with the desires of Grantor. Merchantable logs so produced shall be decked along the road at conveniently accessible locations to facilitate

EASEMENT AGREEMENT Page 3 of 6

- subsequent loading and hauling operations, and Grantee shall promptly notify Grantor of the volume and location of such decks.
- 10. Exercise of Rights. Grantee may permit its agents, contractors, licensees, vendors, lessees, and their agents, herein individually referred to as "Permitee" and collectively referred to as "Permitees," to exercise the rights granted to it herein provided such use by any Permittee is directly related to the limited purposes for which this easement is granted.
- 11. **Indemnification**. Grantee agrees to defend, indemnify and save harmless Grantor from and against all causes of action, litigation, cost, loss, liability, damage and expense (including attorneys' fees) for injury or death to persons, whomsoever, and damage to or loss of property, to whomsoever belonging, arising out of or in any way connected with the use of the Road by Grantee and its Permitees, except to the extent that such causes of actions, litigation, cost, loss, liability, damage and expense results from the negligence or willful misconduct of Grantor.
- 12. **Insurance**. The Grantee is self insured for all exposures to tort liability, general liability, property damage liability and vehicle liability. Grantee shall be solely responsible for payment of all premiums, deductibles and self-insured retentions. Grantee represents to Grantor that such self insurance provides coverage substantially similar to that required of Grantee's Permitees and contractors as set forth below.
  - Prior to exercising any rights granted to it under this Agreement, Grantee shall cause its Permitees to obtain, at their own expense, and thereafter maintain continuously in full force and effect the insurance coverage listed on attached Exhibit C (the "Required Insurance"). Permitees' procurement and maintenance of the Required Insurance shall be a condition precedent to their right to commence or continue any work or use of a Road under this Agreement. Grantee shall obtain and provide to Grantor prior to commencement of any activities under this Agreement by a Permitee of Grantee proof that such Permitee has all required coverage (including certificates of insurance and required endorsements). Procurement and maintenance of Required Insurance does not in any way limit the liability of Grantee or any Permittee of Grantee for any losses which may occur on account of Grantee's or any Permittee's acts or omissions, and Grantee or Permitees, as the case may be, shall be fully responsible for any and all uncovered losses and for any and all amounts which exceed any applicable policy limits for covered losses under any Required Insurance.
- 13. Compliance with Laws and Regulations and Safety Rules. Grantee shall comply with all Applicable Laws, including but not limited to those governing the construction, reconstruction, use and maintenance of the Road. In using the Road, Grantee and any Permittee shall comply with all reasonable safety rules Grantor establishes regarding the use of the Road on Grantor's property.

EASEMENT AGREEMENT Page 4 of 6

- 14. Hazardous Substances. Grantee will comply with all Applicable Law regarding the use, storage, and handling of Hazardous Substances. In addition, Grantee must: (a) not dispose or discard any dangerous, hazardous, or regulated products, materials or substances including petroleum products, anti-freeze, oil filters, grease tubes, and similar items on Grantor's Property; (b) regularly inspect any vehicles and equipment used by Grantee for hydraulic and fuel leaks, and ensure that such vehicles and equipment are repaired and properly maintained before use on Grantor's Property; (c) immediately cleanup and properly dispose of any and all leaks, spills, and overfills of any material or substance, including any contaminated soil; and (d) immediately notify Grantor of any event which is required to be reported under environmental laws. As used in this Agreement, the term "Hazardous Substance" means any fuels, oils, pollutants, contaminants, chemicals or hazardous, toxic, or dangerous wastes, substances, chemicals or materials regulated or controlled pursuant to any applicable law now or at any time hereafter in effect.
- 15. Fire Protection. When performing any work allowed under this Agreement or using a Road, Grantee will exercise the highest degree of care to prevent fires on Grantor's Property, shall maintain all fire-fighting equipment required by applicable law, and shall otherwise comply with any reasonable requirements of Grantor with respect to prevention and suppression of fires. Grantee will make every reasonable effort, at its sole expense, to control, extinguish or prevent the spread of fire on, to or from the easement or Grantor's Property, and will immediately report to Grantor any fire which may arise upon or threaten the Grantor's Property or adjoining lands.
- 16. Gate and Security Procedures. Grantor may, at its sole expense, install gates on the Road on its property, provided, that the gate is constructed in a manner that two or more locks can be placed on the gate, any one of which individually is capable of locking and unlocking the gate, and Grantee is given an opportunity to put a lock on the gate. Grantee, in using the Road, shall comply with Grantor's security procedures for Grantor's Property. Nothing contained in this Agreement is intended to confer any general right of public access over any Road and Grantee shall take all necessary steps to limit public access over any Road upon Grantor's reasonable request.
- 17. Successors and Assigns. The rights and obligations herein shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto and shall be appurtenant to the property benefitted by the easements granted herein.
- 18. **Prior Rights**. These grants and all rights hereunder are subject to all liens, easements, servitudes, rights of way, oil, gas, and mineral leases, and all other grants or reservations either of record or on the ground affecting Grantor's Property.
- 19. Liens. Grantee shall promptly pay for all materials, labor and supplies used by Grantee in connection with its construction, maintenance, repair and reconstruction of the Roads, and keep Grantor's Property free from liens therefore.

EASEMENT AGREEMENT Page 5 of 6

- 20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 21. Counterparts. This Agreement may be executed in two or more counterparts and each counterpart shall be deemed to be an original, but all of which together shall constitute one and the same instrument upon delivery of one such counterpart by each party to this Agreement.

[Signatures on following page(s)]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Grantor:	Longview Timberlands LLC, a Delaware limited liability company
	By:
Grantee:	City of Camas, a municipal corporation of the State of Washington
	By:
STATE OF WASHINGTON )	
COUNTY OF COWLITZ	oss.
	edged before me on, 2013, by Chris Lipton, ton Operations/Chief Forester of Longview Timberlands mpany.
	Notary Public for My commission expires:
STATE OF WASHINGTON	
COUNTY OF CLARK	oss.
This instrument was acknowled	edged before me on, 2013, by as of the City of the State of Washington.
Camas, a municipal corporation of th	e State of Washington.
	Notary Public for
EASEMENT AGREEMENT	Page 7 of 6

Му	commission	expires:	

### EXHIBIT A

### **Grantor's Property**

The North half of the Southwest quarter of Section 4, Township 2 North, Range 4 East, Willamette Meridian in County of Clark, State of Washington.

The East half of Section 9, Township 2 North, Range 4 East, Willamette Meridian in the County of Clark, State of Washington.

### EXHIBIT B

## **Easement Description and Maps**

[See attached maps]

## ENGINEERING PLANNING FORESTRY

9600 NE 126<sup>th</sup> Ave., Suite 2520 Vancouver, WA 98682 Phone: (360) 882-0419 Fax: (360) 882-0426



#### LANDSCAPE ARCHITECTURE SURVEYING

Offices Located In: SHERWOOD, OREGON SALEM, OREGON VANCOUVER, WASHINGTON WWW.aks-eng.com

#### LEGAL DESCRIPTION

50-Foot Access Easement

A 50.00-foot road access easement (offset 25.00 feet left and right from centerline) over a portion of the tract described in Deed Document Number 4340527, records of Clark County, Washington located in the North half of the Southwest Quarter of Section 4, Township 2 North, Range 4 West, Willamette Meridian, Clark County, Washington, as shown on the attached "Access Easement Exhibit" dated February 22, 2013, the centerline of said access easement being described as follows:

COMMENCING at a 1-inch iron bar at the West Quarter Corner of Section 4; thence along the east-west centerline of Section 4 South 88°14'27" East 788.82 feet to the True POINT OF BEGINNING of the herein-described access easement, from which a brass cap marking the center west 1/16 corner of Section 4 bears South 88°14'27" East 461.96 feet;

Thence South 26°22'20" East 112.47 feet to a 300.00 foot radius curve to the right; thence along said curve to the right through a central angle of 25°13'52", an arc distance of 132.11 feet (the chord of which bears South 13°45'24" East 131.05 feet); thence South 01°08'28" East 92.10 feet to a 120.00 foot radius curve to the right; thence along said curve to the right through a central angle of 43°59'28" an arc distance of 92.13 feet (the chord of which bears South 20°51'16" West 89.89 feet); thence South 42°51'00" West 29.78 feet to a point on the centerline of an existing road; thence along said existing road South 42°51'00" West 32.80 feet to a 200.00 foot radius curve to the left; thence along said curve to the left with a central angle of 14°47'34", an arc distance of 51.64 feet (the chord of which bears South 35°27'13" West 51.49 feet); thence South 28°03'27" West 72.90 feet to a 75.00 foot radius curve to the left through a central angle of 109°37'31", an arc distance of 143.50 feet (the chord of which bears South 26°45' 19" Bast 122.59 feet); thence South 81°34'04" East 113.19 feet to a 500.00 foot radius curve to the right through a central angle of 25°30'33", an arc distance of 222.61 feet (the chord of which bears South 68°48'48" East 220.78 feet); thence South 56°03'32" East 83.12 feet to a 110.00 foot radius curve to the left through a central angle of 85°25'08", an arc distance of 163.99 feet (the chord of which bears North 81°13'54" East 149.22 feet); thence North 38°31'20" East 53.41 feet to a 150.00 foot radius curve to the right through a central angle of 29°24'44", an arc distance 77.00 feet (the chord of which bears North 53°13'42" East 76.16 feet); thence North 67°56'04" East 68.07 feet to a point; thence North 60°31'47" East 61.28 feet to a point; thence North 51°44'43" East 180.03 feet to a point; thence North 58°09'09" East 49.56 feet to a point; thence North 67°43'20" East 47.19 feet to a 90.00 foot radius curve to the right through a central angle of 104°05'31", an arc distance 163.51 feet (the chord of which bears South 60°13'54" East 141.93 feet); thence South 08°11'09" East 73.45 feet to a point; thence South 09°14'13" East 228.25 feet to a 130.00 foot radius curve to the right through a central angle of 52°43'18", an arc distance of 119.62 feet (the chord of which bears South 17°07'26" West 115.45 feet); thence South 43°29'05" West 202.26 feet to a 85.00 foot radius curve to the left through a central angle of 81°36'14", an arc distance of 121.06 feet (the chord of which bears South

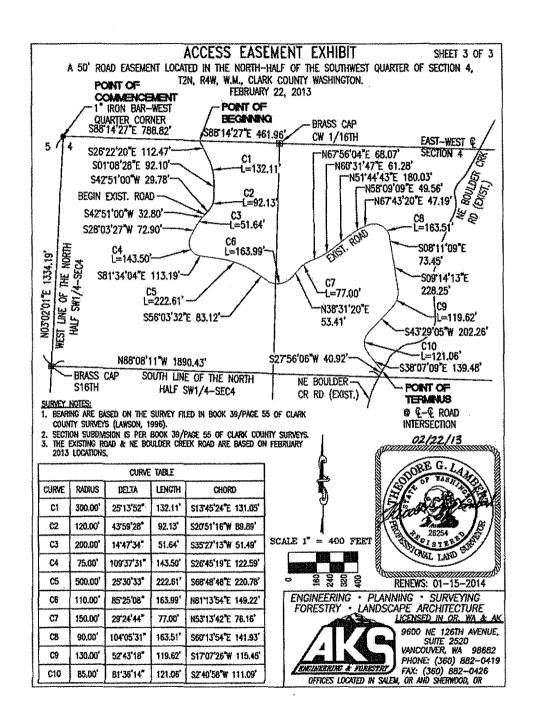
PAGE 1 OF 3

02°40'58" West 111.09 feet); thence South 38°07'09" East 139.48 feet to the centerline intersection of the existing road with NE Boulder Creek Road, and the terminus of the HEREIN-DESCRIBED CENTERLINE, from which the said West Quarter Corner bears South 27°56'06" West along the centerline of said NE Boulder Creek Road, 40.92 feet, North 88°08'11" West along the south line of the north half of the Southwest Quarter of Section 4 a distance of 1890.43 feet to a brass cap marking the South 1/16th corner on the west line of said Southwest Quarter, and North 03°02'01" East along said west line 1334.19 feet.

The above described tract of land contains 3.36 acres, more or less. The Basis of Bearings is per the survey by Lawson dated February 29th, 1996 and filed in Clark County survey records book 39, page 55. Easement sidelines shall be shortened or lengthened from the Point of Beginning to terminate on the east-west centerline. Easement sidelines shall be shortened or lengthened to terminate at the centerline of said NE Boulder Creek Road.



PAGE 2 OF 3



## ENGINEERING PLANNING FORESTRY

9600 NE 126<sup>th</sup> Ave., Suite 2520 Vancouver, WA 98682 Phone: (360) 882-0419 Fax: (360) 882-0426



#### LANDSCAPE ARCHITECTURE SURVEYING

Offices Located In: SHERWOOD, OREGON SALEM, OREGON VANCOUVER, WASHINGTON www.aks-eng.com

#### LEGAL DESCRIPTION

50-Foot Access Easement

Being a 50.00 easement for ingress and egress in a portion of the East half of Section 9, Township 2 North, Range 4 East Willamette Meridian, Clark County, Washington, the centerline of which is described as follows and the sidelines of which are to be shortened or extended to intersect with the East line of the Northeast quarter of Section 9 and the centerline of an existing gravel road at the terminus of the described centerline.

COMMENCING at a Department of Natural Resources brass cap in concrete marking the Northeast corner of Section 9 as shown in Book 39 of Surveys, Page 55, Clark County Auditor's Records;

Thence South 01°42'59" West along the East line of the Northeast quarter of Section 9 (Survey 39-55) for a distance of 804.40 feet to the **POINT OF BEGINNING**;

Thence South 49°03'00" West, for a distance of 329.60 feet;

Thence South 53°38'00" West, for a distance of 161.00 feet;

Thence South 56°27'00" West, for a distance of 356.40 feet;

Thence along the arc of a 100.00 radius curve to the left, through a central angle of 19°11'00", for an arc distance of 33.50 feet, the chord of which bears South 46°52'00" West 33.30 feet;

Thence South 26°42'00" West, for a distance of 118.40 feet;

Thence along the arc of a 240.00 radius curve to the right, through a central angle of 59°53'00", for an arc distance of 250.08 feet, the chord of which bears South 56°38'00" West 239.60 feet;

Thence South 86°34'00" West, for a distance of 282.30 feet;

Page 1 of 4

Thence along the arc of a 240.00 radius curve to the right, through a central angle of 28°15'00", for an arc distance of 118.30 feet, the chord of which bears North 79°18'00" West 117.10 feet;

Thence North 65°11'00" West, for a distance of 40.30 feet;

Thence along the arc of a 375.00 radius curve to the left, through a central angle of 23°37'00", for an arc distance of 154.60 feet, the chord of which bears North 76°59'00" West 153.5 feet;

Thence North 88°48'00" West, for a distance of 209.30 feet;

Thence along the arc of a 250.00 radius curve to the left, through a central angle of 22°12'00", for an arc distance of 96.90 feet, the chord of which bears South 80°06'00" West 96.30 feet;

Thence South 69°00'00" West, for a distance of 48.50 feet;

Thence along the arc of a 275.00 radius curve to the right, through a central angle of 19°55'00", for an arc distance of 95.60 feet, the chord of which bears South 78°57'00" West 95.10 feet;

Thence South 88°55'00" West, for a distance of 77.60 feet;

Then South 83°32'00" West, for a distance of 54.20 feet;

Thence along the arc of a 200.00 radius curve to the left, through a central angle of 15°42'00", for an arc distance of 54.80 feet, the chord of which bears South 75°41'00" West 54.60 feet;

Thence South 67°50'00" West, for a distance of 56.00 feet;

Thence along the arc of a 110.00 radius curve to the left, through a central angle of 71°54'00", for an arc distance of 138.00 feet, the chord of which bears South 31°53'00" West 129.20 feet;

Thence South 04°04'00" East, for a distance of 139.30 feet;

Thence along the arc of a 100.00 radius curve to the left, through a central angle of 57°06'00", for an arc distance of 99.70 feet, the chord of which bears South 32°37'00" East 95.60 feet;

Thence South 61°10'00" East, for a distance of 77.20 feet;

Thence along the arc of a 300.00 radius curve to the right, through a central angle of 65°57'00", for an arc distance of 345.30 feet, the chord of which bears South 28°12'00" East 326.50 feet;

Thence South 04°46'00" West, for a distance of 276.00 feet;

Thence South 08°25'00" West, for a distance of 52.90 feet;

Page 2 of 4

Thence South 19°30'00" West, for a distance of 56.30 feet;

Thence South 27°36'00" West, for a distance of 255.20 feet;

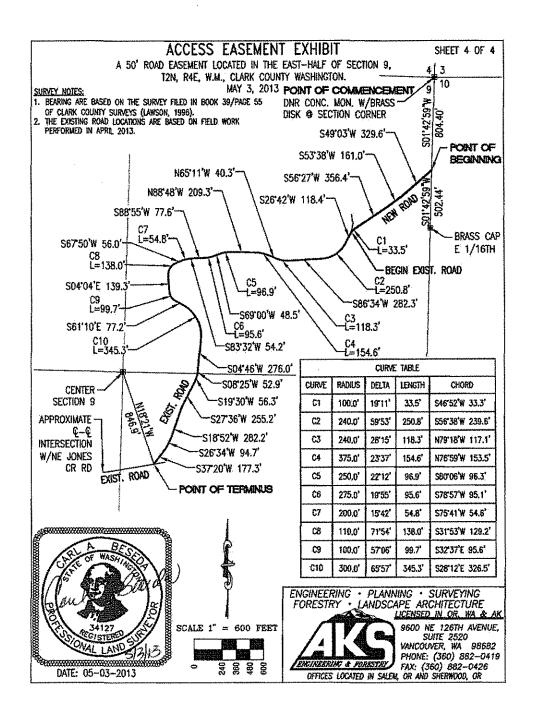
Thence South 18°52'00" West, for a distance of 282.20 feet;

Thence South 26°34'00" West, for a distance of 94.70 feet;

Thence South 37°20'00" West, for a distance of 177.30 feet to the centerline of an existing gravel road as located April 2013 by AKS Engineering & Forestry, being the **POINT OF TERMINUS** of this described centerline, from which a brass cap marking the center of Section 9 (Survey 39-55) bears North 18°21'00" West 846.90 feet.



Page 3 of 4



### **EXHIBIT C**

### Required Insurance

### A. Required Coverage

- (1) Workers' Compensation & Employer's Liability Insurance with limits not less than set forth below:
  - (a) Workers' Compensation Statutory minimum limit
  - (b) Employer's Liability

(i) Each Accident - \$500,000 (ii) Disease - Each Employee - \$1,000,000 (iii) Disease - Policy Limit - \$1,000,000

If Grantee operates in Washington or in any other state in which workers' compensation or industrial insurance is purchased and/or administered through a monopolistic state fund, Grantee must obtain a "Stop Gap" endorsement providing employer's liability coverage with at least the limits set forth above.

(2) Commercial General Liability Insurance, applicable to all premises and operations, including Bodily Injury, Property Damage without any exclusions of coverage for earth movement or for explosion, collapse and underground hazards, Personal & Advertising Injury, Blanket Contractual Liability (covering all obligations and indemnities set forth in the Profit), Independent Contractors, Products/Completed Operations, with limits of liability of not less than set forth below:

(a)	Each Occurrence	-	\$1,000,000
(b)	General Aggregate	-	\$2,000,000
(c)	Products/Completed Operations Aggregate	***	\$2,000,000

(3) Business Automobile Insurance, including coverage for all owned, non-owned, leased, used, hired, or borrowed vehicles, with a combined single limit for both bodily injury and property damage of \$1,000,000 per occurrence. To the extent required by Applicable Law, Grantee and any hauling contractors and agents of Grantee will obtain an MCS-90 endorsement.

### B. Occurrence Basis; Acceptable Insurers

All Required Insurance shall be in a standard form acceptable to Grantor and written on an occurrence basis (and not on a "claims-made" or other basis). Each insurer shall be an admitted insurer in the state(s) in which Grantee operates (not surplus line insurers) and have a policyholder's rating of not less than A- for financial strength and not less than VII for financial size in the most recent edition of *Best's Rating Guide*.

### C. Period of Coverage

All Required Insurance shall be in effect prior to the commencement of any activities by Grantee or Permittees of Grantee under the Agreement. All policies of Required Insurance shall remain in effect when performing activities and uses contemplated by this Agreement, except that in the case of new Road construction the Commercial General Liability Coverage carried by Grantee or its Permittees involved in such construction activities shall remain in effect for one (1) year after completion of such work and the Products/Completed Operations coverage shall remain in effect for the duration of the applicable statute of ultimate repose.

### D. Additional Insureds

All policies of Required Insurance shall be endorsed to Grantor and its respective shareholders, members, partners, officers, directors, managers, employees, agents, affiliates, successors and assigns (collectively, the "Additional Insureds") as additional insureds (not a blanket endorsement). All coverage afforded to the Additional Insureds shall: (1) be primary and noncontributory as to any insurance or self-insurance retention of the Additional Insureds and will be exhausted first notwithstanding that the Additional Insureds may have valid and collectible insurance covering the same risk; (2) provide the same types and limits of coverage afforded to the other named insureds; (3) waive all rights of subrogation against the Additional Insureds; (4) not be limited to "ongoing operations"; and (5) be maintained for the same durations as the coverage afforded the other named insureds.

### E. Premiums, Deductibles and Self-Insured Retentions

Grantee shall be solely responsible for payment of all premiums, deductibles and self-insured retentions for each claim, suit or action made against any Required Insurance. Any deductibles or self-insured retentions over \$25,000 must be declared and approved in writing by Grantor. Grantee shall furnish evidence satisfactory to Grantor that all premiums and contributions to any Required Insurance have been paid, and Grantor shall be entitled to withhold any sums which are otherwise owing to Grantee at any time until Grantee has furnished satisfactory proof of compliance with all of its obligations pertaining to the premiums and contributions referred to herein. Grantor's right to withhold payment shall not be its exclusive remedy and shall be in addition to any other rights of Grantor for such breach.

### F. Other Requirements

The Commercial General Liability and Business Automobile policies shall include or be expressly endorsed to provide: (i) cross-liability coverage to the extent as would be achieved under the standard Insurance Services Office (ISO) "separation of insureds" clause, without any exclusions for cross-liability for claims brought by an Additional Insured against any other named insured; (ii) that any aggregate limits are on a per-project basis with activities under this Agreement listed as a separate project and shall not be reduced or diminished by defense costs.

### G. Expiration, Cancellation and Modification of Insurance Coverage; Notice

Grantee shall provide no less than thirty (30) days' written notice to Grantor prior to any expiration, reduction or modification in the coverage provided by the Required Insurance. Additionally, all policies of Required Insurance shall be endorsed to expressly provide that such policies will not be cancelled, modified, reduced or allowed to expire or lapse for any reason without the insurer first providing to Grantor not less than thirty (30) days' prior written notice of such pending expiration, lapse, cancellation, modification or reduction. No such expiration, lapse, cancellation, modification or reduction shall affect Grantee's obligation to keep and maintain the Required Insurance.



NOTE:

# **AGENDA ITEM SUBMITTAL FORM**

MEETING DATE/TIME: June 3, 2013

COUNCIL MEETING  Consent Agenda  Regular meeting Agenda	(Yes_X_ No ) (Yes No )
WORKSHOP MEETING	(Yes No)
DEPARTMENT: Public Works	
AGENDA ITEM TITLE: Professional service	agreement with Ecosafe for street lighting evaluation
an evaluation of the street lighting system contribute \$2,500 towards the study. This workshop.  Workshop staff notes: Details: As part of an Energy Grant, the Codiode (LED) street lights in selected neight proposing a study to 1) Confirm or suggest Discuss benefits and concerns of allowing in new development. 3) Identify options for existing lighting system inventory. 5) Investing the inventory. 6) Identify potential funding street satisfactory negotiated fee, staff is propose funding and will pursue grant or partnership.	rofessional Service agreement with Ecosafe to perform in the amount of \$10,500. Clark Public Utilities will series was discussed at the February 19, 2013. Sity authorized a pilot project installing light emitting aborhoods. As a follow-up to the pilot project, staff is set changes to current street lighting policies. 2) gor requiring LED or other energy-saving technologies or standards of new lighting technologies. 4) Identify estigate the cost/benefit of retrofitting existing ategies. This is a non-budgeted item. Assuming a sing reallocating a portion of the lighting budget for hip opportunities with Clark Public Utilities and others.
RECOMMENDED ACTION: Authorize May	or to sign proposal
DEPARTMENT STAFF/PRESENTERS: Eric L	evison
SUPPORTING DOCUMENTS: Ecosafe prop	osal
SUBMITTED BY: Eric Levison	



# STATEMENT OF WORK

FOR

Mr. Eric Levison
Public Works Director

CITY OF CAMAS
616 NE 4<sup>TH</sup> AVENUE
CAMAS, WA 98607

DATE: APRIL 9, 2013



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# INTRODUCTION/BACKGROUND

The City of Camas has previously, through the use of grant funds, established and completed an LED Street Light Pilot project. The project was found to be successful as gauged by the visual improvement in lighting of the corridor area, energy and financial savings (energy/maintenance), the apparent quality of the fixtures and the positive input provided by residents. Residents (in an un-scientific study) found the lighting to be more focused and beneficial for night lighting in its application - by drivers, pedestrians and residents in the pilot area. Additionally, similar study sites have been conducted around the United States that have yielded similar outcomes in support of these findings.

Given the positive outcomes of the LED pilot the City of Camas desires to do a complete "LED Transitional Review" of both existing and future lighting facilities, within the city limits, for consideration of city policy and land development changes, with regard to existing and future outdoor lighting standards. This review will attempt to answer and/or provide recommendations around two key questions. The first will be to provide recommendations around the establishment/placement of city sponsored lighting infrastructure and secondly, to provide the necessary detail (including costs, energy savings, ROI, etc.) to make an informed decision on the potential move to LED sourced outdoor lighting for both existing (retrofit) and new facilities. In conjunction with the second part of this work, a standard and product line specification will be provided for all LED replacement products.

### SCOPE OF WORK

The scope of work for the "LED Transitional Review" includes all planning, data collection, sourcing, and preparation of the cost/benefit analysis and design recommendation for the transitional components. Ecosafe will work with the client in the preparation and final review of any recommendation(s) concerning city policy changes around the future siting of city lighting infrastructure and any associated land development implications. Ecosafe will ensure it has adequate resources to source the scope of work. Specific deliverables will be listed in the Work Requirements and Schedules sections of this SOW.

# PERIOD OF PERFORMANCE

The period of performance for the "LED Transitional Review" is approximately four months (120 days) beginning in May 2013 through August 2013. All work will be scheduled to complete within this timeframe. Any modifications or extensions will be by mutual agreement between the City of Camas and Ecosafe.



### PLACE OF PERFORMANCE

In completing the "LED Transitional Review", Ecosafe will perform a majority of the work at its own facility. Ecosafe will meet with the City of Camas representatives as needed to work through those sections of the scope of work that relate to city policy, to share input and provide updates as needed. Additionally, all project reviews will be held at City of Camas facilities and attended by Ecosafe. The City of Camas will provide and arrange for meeting space within its facility for all required meetings.

# WORK REQUIREMENTS

As part of the "LED Transitional Review", Ecosafe will be responsible for performing certain tasks throughout the various stages of this project. The following is a list of those tasks, which will result in the successful completion of this project (some of these tasks will require input/assistance from the city and Clark PUD):

# Kickoff:

- Ecosafe will develop and present the project plan;
- Ecosafe in conjunction with the City of Camas will meet, discuss and finalize the project plan including schedule;
- Identify resources and contacts needed (Ecosafe/City).

#### Documentation Phase:

- Identify all current city outdoor lighting infrastructure, by type, age, etc.;
- Current policy(s) on outdoor lighting;
- Current cost modeling (energy, maintenance (outage rate), leasing, purchase);
- Use and purpose of lighting by type/location;
- Utility/city roles and responsibilities.

## Research Phase:

- Existing footprint and sequencing by type/location;
- Detail data collection to existing footprint;
- Rebates and incentives by governments/utilities;
- Available Grants;
- LED product solution set for existing and new lighting infrastructure;
- ROI modeling to existing acquisition model;
- Other potential acquisition models;
- Financing options.

### Policy Development Phase:

- Review of current lighting policies, to include new development (with city);
- Options or changes, pros/cons;



# Recommendations/Presentation Phase:

- Proposed policy changes or status quo further work;
- Data documentation of existing infrastructure with detail and mapping;
- Retrofit and/or new construction/replacement program;
- ROI/Cost benefit analysis with current comparatives and qualifying incentives/rebates;
- Product specifications for LED Transition;
- Transition Plan.

# SCHEDULE/MILESTONES

The below list consists of the initial milestones identified for the LED Transitional Review:

SOW Approval April 15, 2013 Period of Performance Begins April 16, 2013 Project Plan Development April 16-30, 2013 Presentation and Discussion **TBD** Documentation Phase May 1-June 15, 2013 Research Phase June 16-July 30, 2013 Policy Development Parallel to Review, as scheduled Review of Documentation/Follow Up/Reports As Needed Recommendations/Presentation August 2013 - TBD Project Closure September 1, 2013

#### PROJECT COST AND TERMS

The term costs shall be on a fixed project fee basis, set at \$10,500.00. The fee is to include time, materials and other project expenses of the consultant. The fee shall be billed in two parts, 50% upon completion and agreement of the project plan and 50% upon submission of consultants' final report.

## ACCEPTANCE

Approved by:		
Eric Levison SCOTT HIGGINS  Public Works Director MAANS S	Date:	······································



NOTE:

# **AGENDA ITEM SUBMITTAL FORM**

MEETING DATE/TIME: June 3, 2013

COUNCIL MEETING  Consent Agenda  Regular meeting Agenda	(Yes_X_ No ) (Yes No )
WORKSHOP MEETING	(Yes No)
DEPARTMENT: Public Works	
AGENDA ITEM TITLE: Professional Service Treatment Plan optimization study	es contract with Kennedy Jenks for Wastewater
amount of \$37,503 for optimization study recommending this study to help identify	ofessional Services contract with Kennedy Jenks in the at the Wastewater Treatment Plant. Staff is opportunities to optimize the plant operation. This lim Dickinson, conversion to anaerobic digestion and
As part of the overall cost, this proposal re Group 4 certified operator to assist plant Supervisor to replace Jim Dickinson. This	equests a \$10,000 line item for on call services by a staff during the hiring period for a new Wastewater item was discussed at the April 15, 2013 workshop. the workshop, staff proposes to defer a portion of the set the cost.
RECOMMENDED ACTION: Authorize Mayo	or to sign contact
DEPARTMENT STAFF/PRESENTERS: Eric L	evison
SUPPORTING DOCUMENTS: KJ proposal	
SUBMITTED BY: Eric Levison	

# Kennedy/Jenks Consultants

# Engineers & Scientists

200 S.W. Market Street, Suite 500 Portland, Oregon 97201 503-295-4911 FAX: 503-295-4901

27 May 2013

Eric Levison Public Works Director City of Camas 616 NE Fourth Avenue PO Box 1055 Camas, WA 98607

Subject:

Proposal for Professional Services

City of Camas Operations Review

K/J P13037

Dear Mr. Levison:

Kennedy/Jenks is pleased to submit this proposal for providing professional services for conducting an Operations Review of the Camas Wastewater Treatment Plant.

## Scope of Services

The objective of the Operations Review is to capture institutional knowledge, support efficient and effective operation by plant staff, help address permit compliance challenges, and identify future activities to support long-term plant operation. Kennedy/Jenks will also provide as-needed support to the Citv's Interim Operator-In-Charge. The scope of our services is as follows:

## Task 1 - Data Collection

Purpose: Document operational or procedural concerns related to operation of the wastewater treatment plant.

# Task 1.1 - Interviews

- Conduct in-person interview with current Operations Supervisor at the Wastewater Treatment Plant
- Conduct in-person interview with current plant staff
- Conduct in-person and/or telephone interviews with Ecology staff (David Knight, Carl Jones, and Pat Bailey)
- Conduct telephone interview with Gray and Osborne design engineer
- Conduct follow-up telephone interviews to review current operations and address questions that arise during the Operations Review

Eric Levison City of Camas 27 May 2013 Page 2

### Task 1.2 - Data Review

- Prepare data request identifying desired information and format
- Review of data will be provided in subsequent tasks
- Review data provided by City, anticipated to include:
  - o Operations & Maintenance (O&M) Manual
  - Standard Operating Procedures (SOPs)
  - Laboratory procedures
  - Staffing levels and position descriptions
  - Current NPDES Permit
  - DMRs and process control data
  - Hydromantis GPS-X model

### Deliverables

- Data request memo (pdf)
- Interview summaries (pdf)

### Task 2 - O&M Review

Review and assess operations and staffing data; provide recommendations related to O&M manual, staffing, laboratory procedures, monitoring and controls, SOPs, and illicit discharge response. Activities include:

- Review O&M manual and identify recommended improvements to align manual and practices with best operational approaches
- Review current staffing and staff expectations (position descriptions). Recommend appropriate changes to plant staffing or staff responsibilities.
- · Identify recommended training to support sound plant operations
- · Review laboratory procedures and identify recommended changes if required.
- Review plant SCADA improvements currently under design, and identify any additional recommendations based on staff/consultant interviews and O&M review.
- Review current practices related to identifying responding to illicit discharges, and prepare outline SOPs identifying recommended practices, procedures and material on hand.

## Deliverables

Outline SOPs to be included in Technical Memorandum (Task 4)

Eric Levison City of Camas 27 May 2013 Page 3

### Task 3 - Treatment Review

Review plant performance data and compare with theoretical performance to identify and eliminate operational issues that might prevent full nitrification. Activities include:

- Review historical data to identify patterns (if any) related to nitrification performance
- Review existing GPS-X process model, conduct limited assessment of model calibration, and run model to determine whether predicted performance matches actual performance
- Review current treatment plant operating setpoints and process monitoring to make sure secondary process is fully optimized

#### Deliverables

Included in Task 4

### Task 4 - Technical Memo

Prepare a Technical Memorandum summarizing the evaluation; identifying O&M, SCADA, staff training, or other needs; and recommending future activities to address these needs. Activities include:

- Compile information from Tasks 1 and 2 in a Draft Technical Memorandum (pdf)
- Meet with City staff to review findings and recommendations in Draft Technical Memorandum
- Address City review comments and provide Final Technical Memorandum (five hard copies and one pdf)

### Task 5 - On-call Services

Provide on call technical assistance for Interim Operator-In-Charge related to compliance, operation, or reporting requirements. Assistance will be provided to the City as needed, up to the task budget of \$10,000.

### **Basis of Compensation**

Compensation for Kennedy/Jenks' services will be on a time and expense reimbursement basis in accordance with our Schedule of Charges dated 2013, attached. Payments shall be made monthly based on invoices which describe services and list actual costs and expenses.

Based on our estimate of services required, we propose a budget of \$37,503, which will not be exceeded without authorization. The budget may be increased by mutual agreement to complete additional work as directed by the City.

# **Terms and Conditions**

This proposal is based on current projections of staff availability and costs and, therefore, is valid for 90 days following the date of this letter.

To assure a clear understanding of all matters related to our mutual responsibilities, the attached Standard Conditions dated January 1, 2007 are made a part of our agreement. We

# Kennedy/Jenks Consultants

Eric Levison City of Camas 27 May 2013 Page 4

have found these terms to be appropriate for use with agreements for the provision of engineering and scientific services, and accordingly, should any conflict exist between the attached terms and the form of any purchase order or confirmation issued, the terms of this proposal and the attached Standard Conditions shall prevail in the absence of our express written agreement.

If this proposal meets with your approval, please sign where noted below and return a copy to our office to serve as our authorization.

Thank you for considering us for this work. We look forward to working with you.

Very truly yours,	AUTHORIZATION:
KENNEDY/JENKS CONSULTANTS, INC.	CITY OF CAMAS
Romed Moeller	By: (Signature)
Ron Moeller Project Manger	(Print Name)
	Title:
Heasher M. Stephens	Date:
Heather Stephens, PE Project Manager	

**Enclosures** 

City of Camas Client:

Contract/Proposal Date: May 27, 2013

### Standard Conditions

January 1, 2007

KENNEDY/JENKS CONSULTANTS. INC. CLIENT and ("CONSULTANT") agree that the following provisions shall be a part of their agreement.

- 1. TERMS OF PAYMENT, CLIENT will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.
- EFFECT OF INVOICE. The work performed shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective, and the invoice amount(s) in dispute. CLIENT shall pay undisputed amounts as provided for in the preceding paragraph.
- 3. INTEREST: SUSPENSION OF WORK, Failure of CLIENT to make full payment of an invoice so that it is received by CONSULTANT within said thirty (30) days of the date thereof subjects the amount overdue to a delinquent account charge of one percent (1%) of the invoice amount per month, compounded monthly, but not to exceed the maximum rate permitted by law. Failure of CLIENT to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.
- 4. ADVANCE PAYMENT: WITHHOLDING OF WORK PRODUCT. CONSULTANT reserves the right to require payment in advance for work it estimates will be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT's outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the scope of work. CONSULTANT is not obligated to provide services in excess of the authorized budget.
- 5. STANDARD OF CARE. CONSULTANT's services performed under this agreement will be performed in a manner consistent with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. When the findings and recommendations of CONSULTANT are based on information supplied by CLIENT and others, such findings and recommendations are correct to the best of CONSULTANT's knowledge and belief. No warranty, express or implied, is made or intended by this agreement, or by the foregoing statement of the applicable standard of care, or by providing consulting services or by furnishing oral or written reports of findings made. No entity other than CLIENT or CONSULTANT shall be construed as a beneficiary to this Agreement.
- 6. INSURANCE COVERAGE. CONSULTANT is protected by Worker's Compensation insurance as required by applicable state laws and will maintain employer's liability coverage. During the performance of this agreement CONSULTANT will maintain professional liability insurance with a limit of \$1 million on a claims made, annual aggregate basis, and commercial general liability and automobile liability insurance each with a limit of not less than \$1 million on an occurrence basis.
- 7. ALLOCATION OF RISK, CLIENT and CONSULTANT have discussed the risks associated with this project and the extent to which those risks should be shared by CLIENT and by CONSULTANT, and have agreed: (a) To the fullest extent permitted by law, CLIENT agrees to limit the liability of CONSULTANT, its officers, employees, and subconsultants to CLIENT, all landowners, contractors, subcontractors, lenders,

suppliers, manufacturers, third parties, and their employees such that the total aggregate liability, including all attorneys fees and costs shall not exceed \$50,000.00 or the total fees paid for CONSULTANT's services on this project, whichever is greater. (b) All damages such as loss of use, profits, anticipated profits, and the like losses are consequential damages for which CONSULTANT is not liable. (c) CLIENT shall give written notice to CONSULTANT of any claim of negligent act, error or omission within one (1) year after the completion of the work performed by CONSULTANT. Failure to give notice herein required shall constitute a waiver of said claim by CLIENT.

- SERVICES DURING CONSTRUCTION. Any construction inspection or testing provided by CONSULTANT is for the purpose of determining compliance by contractors with the functional provisions of project documents only. CLIENT agrees that CONSULTANT will have no inspection responsibilities at the jobsite except to the extent specifically provided for in the agreed upon scope of work. CONSULTANT shall not be held in any way to guarantee any contractor's work, nor to assume responsibility for means, methods or appliances used by any contractor nor to assume responsibility for a contractor's compliance with laws and regulations or for contractor's errors, omissions, or defective work. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours. CLIENT agrees to require in all construction contracts for the project, provisions that CLIENT and CONSULTANT shall be defended and indemnified by the contractor and its subcontractors and named additional insureds on contractor's and subcontractor's insurance. Any statements of estimated construction costs furnished by CONSULTANT are based on professional opinions and judgment, and CONSULTANT will not be responsible for fluctuations in construction costs.
- SERVICES BY CLIENT. CLIENT will provide access to site of work, obtain all permits, provide all legal services in connection with the project, and provide environmental impact reports and energy assessments unless specifically included in the scope of work. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the scope of work. CLIENT shall designate to CONSULTANT the location of all subsurface utility lines and other subsurface man-made objects (in this agreement collectively called "buried utilities") within the boundaries of the jobsite. CONSULTANT will conduct at CLIENT's expense such additional research as in CONSULTANT's professional opinion is appropriate to attempt to verify the location of buried utilities at the jobsite, but CLIENT shall remain responsible for the accurate designation of their location and, shall indemnify, defend, and hold CONSULTANT harmless from any claims or loss arising from the failure to accurately locate buried utilities.
- 10. COMPLIANCE WITH LAWS. CLIENT and CONSULTANT shall each use reasonable care in its efforts to comply with laws, codes, ordinances and regulations in force at the time of the performance by each under this agreement, insofar as such laws are applicable to a party's performance. Unless otherwise provided for in the scope of work this agreement or by law, the responsibility for making any disclosures or reports to any third party, for notifying all governmental authorities of the discovery of hazardous materials on the jobsite, and for taking corrective, remedial, or mitigative action shall be solely that of CLIENT. It is CONSULTANT's belief that the work is not subject to California Prevailing Wage Law, unless expressly identified as such within the scope of work. Should it be alleged or determined that some or all of the work is subject to California's Prevailing Wage Law, then CLIENT shall reimburse CONSULTANT for the additional costs associated with CONSULTANT complying with those laws.

- 11. USE OF DOCUMENTS. Drawings, reports, writings and other original documents (documents) furnished by CONSULTANT are for the exclusive use of CLIENT and CONSULTANT retains all intellectual property rights including copyrights. Documents are furnished to CLIENT upon CLIENT's specific agreement that it assumes all liability resulting from the further distribution of such documents, or any portion of them, and that CLIENT will indemnify CONSULTANT and hold it harmless against any claims associated with the unauthorized use of such documents. In no event will CLIENT or any person acting on its behalf edit, abridge, or modify any document prepared by CONSULTANT without CONSULTANT's express written consent.
- 12. ELECTRONIC OR MAGNETIC DATA. Documents provided by CONSULTANT in electronic or magnetic formats are provided under the following conditions unless detailed otherwise in the scope of work or by a written amendment. Documents are provided in CONSULTANT's standard software formats. CLIENT recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CLIENT'S software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CLIENT agrees to defend indemnify and hold CONSULTANT, its subconsultants, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.
- 13. TERMINATION. This agreement may be terminated by either party by written notice should the other party fail substantially to perform its obligations under this agreement and continue such default after the expiration of a seven (7) day notice period. Either party may terminate this agreement without necessity of cause upon the expiration of a thirty (30) day notice period. If this agreement is terminated by CLIENT in the absence of default by CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred by it prior to its receipt of notice of termination from CLIENT, including reimbursement for direct expenses due, plus an additional amount, not to exceed ten percent (10%) of charges incurred to the termination notice date, to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but not limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.
- 14. PRECEDENCE OF CONDITIONS. Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail in the absence of CONSULTANT's express written agreement to the contrary.
- 15. ASSIGNMENT: SUBCONTRACTING. Neither CLIENT nor CONSULTANT shall assign any of its rights including a right to sue, or delegate its duties under this agreement without the written consent of the other.
- 16. FORCE MAJEURE. Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT's reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.
- 17. MERGER: WAIVER: SURVIVAL. This agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision. Any provision hereof which is legally deemed void or unenforceable shall not void this entire agreement and all other provisions shall survive and be enforceable.

18. APPLICABLE LAW. This agreement shall be interpreted and enforced according to the laws of the State of California. In the case of invalidity or unenforceability of any provision or portion thereof, the provision shall be rewritten and enforced to the maximum extent permitted by law to accomplish as near as possible the intent of the original provision. Nothing herein shall be construed to provide for indemnification against damages arising from a party's gross negligence or willful misconduct.

CLIENT Name: \_\_\_

City of Camas

PROJECT Description: Operations Review

Proposal/Job Number:\_

P13037

								KJ	KJ	Sub	KJ	KJ	KJ				+
Classification:	Heather Stephens	Tom Giese	Ron Moeller	Project Admin.	Admin. Assist.	Aide	Total	Labor	Comm. Charges	Wastewater Solutions, Inc	Sub-Markup	ODCs	ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs Expenses
Hourly Rate:	\$195	\$175	\$165	\$85	\$75	\$55	Hours	Fees	3%	Fees	5%	Fees	10%				Fees
Task 1 - Data Collection		<u> </u>															
1.1 - Interviews	2	4	12				18	\$3.070	\$92	\$1,600	\$80	\$400	\$40	\$3,070	\$1,680	\$532	\$5,282
1.2 - Data Review		4	8		2		14	\$2,170	\$65		\$0		\$0	\$2,170	\$0	\$65	\$2,235
Task 1 - Subtotal	2	8	20	0	2	0	32	\$5,240	\$157	\$1,600	\$80	\$400	\$40	\$5,240	\$1,680	\$597	\$7,517
Task 2 - O&M Review										1							
All work		2	32		2		36	\$5,780	\$173	\$800	\$40	\$500	\$50	\$5,780	\$840	\$723	\$7,343
Task 2 - Subtotal	0	2	32	0	2	0	36	\$5,780	\$173	\$800	\$40	\$500	\$50	\$5,780	\$840	\$723	\$7,343
Task 3 - Treatment Review								3									
All work		6	2				. 8	\$1,380	\$41	\$4,500	\$225		\$0	\$1,380	\$4.725	\$41	\$6,146
Task 3 - Subtotal	0	6	2	0	0	0	8	\$1,380	\$41	\$4,500	\$225	\$0	\$0	\$1,380	\$4,725	\$41	\$6,146
Task 4 - Technical Memo, QC, & PM								-		-							
Tech Memo / Meeting with City		2	10		4		16	\$2,300	\$69	\$2,550	\$128	\$250	\$25	\$2,300	\$2,678	\$344	\$5,322
QC	2						2	\$390	\$12		\$0		\$0	\$390	\$0	\$12	\$402
Project Management and Administration			3	3			6	\$750	\$23		\$0		\$0	\$750	\$0	\$23	\$773
Task 4 - Subtotal	2	2	13	3	4	0	24	\$3,440	\$103	\$2,550	\$128	\$250	\$25	\$3,440	\$2,678	\$378	\$6,496
Task 5 - On-call Services									-	_							
As-needed Assistance			60				60	\$9,900		] [	\$0	\$91	\$9	\$9,900	\$0	\$100	\$10,000
Task 5 - Subtotal	0	0	60	0	0	0	60	\$9,900	\$0	\$0	\$0	\$91	\$9	\$9,900	\$0	\$100	\$10,000
All Tasks Total	4	18	127	3	8	0	160	\$25,740	\$475	\$9,450	3473	\$1,241	\$124	\$25,740	\$9.923	\$1,840	\$37,503

# Kennedy/Jenks Schedule of Charges

## **Personnel Compensation**

## Classification

Aide	\$55
Administrative Assistant	\$75
Project Administrator	\$85
CAD Technician	\$95
Designer	\$105
Engineer / Scientist 1	\$105
Engineer / Scientist 2	\$120
Engineer / Scientist 3	\$130
Engineer / Scientist 4	\$145
Engineer / Scientist 5	\$165
Engineer / Scientist 6	\$175
Engineer / Scientist 7	\$185
Engineer / Scientist 8	\$195

In addition to the above Hourly Rates, a three percent communications charge will be added to Personnel Compensation for normal and incidental copies, communications, and postage.

# **Direct Expenses**

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the IRS approved rate.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

In-house charges for prints/reproduction, equipment usage, laboratory analyses, etc. will be at standard company rates.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided. The Hourly Rates are valid through December 31, 2013. Rates will be adjusted annually to reflect salary and benefit cost changes.



# **AGENDA ITEM SUBMITTAL FORM**

MEETING DATE/TIME: June 3, 2013

С	O	U	ľ	V	CI	L	Λ	/	E	E	T	H	Ν	K	5

Consent Agenda

Regular meeting Agenda

(Yes\_X\_ No\_\_)

(Yes\_\_ No\_\_)

**WORKSHOP MEETING** 

(Yes\_\_ No\_\_)

**DEPARTMENT: Public Works** 

AGENDA ITEM TITLE: 2013 Slurry Seal pavement bid award

AGENDA ITEM DETAILS/DESCRIPTION: Bid award for Project #S-576B to Blackline Inc. in the amount of \$134,139. Engineers estimate is \$149,549. This is a budgeted item under Roadway Construction Projects account # 112-76-595-300-65

RECOMMENDED ACTION: Authorize award of 2013 Slurry contract to responsible low bidder, Blackline, Inc. in the amount of \$134,139.

DEPARTMENT STAFF/PRESENTERS: Eric Levison

SUPPORTING DOCUMENTS: Slurry bid

SUBMITTED BY: Eric Levison

# NOTE:

- EMAIL "Agenda Item Submittal Form" to agenda email in WORD .doc format by 5:00pm on the Tuesday prior to scheduled meeting.
- Place all supporting documents listed above in the G:\AgendaPrep\(your department folder) by same deadline.



I, Joan Durgin, City Clerk hereby certify that these bid tabulations are correct.

L				***************************************							77.00
PROJ	ECT NO. \$-576B			Engineer	's Estimate	Blackline Inc.		Asphalt Maintenance Associates, Inclintermountain Slurry Seal, Inc.			
			\$14	9,549	PMB196		2080 Prairie Road		P.O. Box 1841		
DESCF	DESCRIPTION: TYPE II SLURRY PROJECT		-			13023 NE HWY	99 #7	Eugene, OR 97	402	Sparks, Nevada 89431-1841	
	Entere		Entered by			Vancouver, WA	98686	-		-	
DATE C	F BID OPENING: May 28, 2013 at 1:30 p	.m.	sw								
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	MOBILIZATION	L.S.	I	\$14,958.00	\$14,958.00	***************************************	\$3,000,00		\$2,500.00		\$10,000.00
2	FLAGGERS AND SPOTTERS	L.S.	I_	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00
ŧ	PROJECT TEMPORARY TEMPORARY TRAFFIC CONTROL	L.S.	1	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$1,200.00	\$1,200.00	\$15,000.00	\$15,000.00
4	TYPE II SLURRY	S.Y,	107,100	\$1.21	\$129,591.00	\$1.09	\$116,739.00	\$1.30	\$139,230.00	\$1.26	\$134,946.00
5	PORTABLE CHANGEABLE MESSAGE SIGN	EA.	2	\$500.00	\$1,000.00	\$700.00	\$1,400.00	\$1,250.00	\$2,500.00	\$2,000.00	\$4,000.00
<del> </del>							<u> </u>			<del></del>	

Subtotal

\$149,549.00

\$134,139.00

\$151,430.00

\$173,946.00

Taxes Not Applicable CONTRACT TOTAL

\$149,549.00

\$134,139.00

\$151,430.00

\$173,946.00 No MOU and No Addendum #1



# AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: June 3, 2013

CO	U	Ν	CI	L	М	EE	TII	NG

Consent Agenda

Regular meeting Agenda

(Yes\_X\_ No\_\_) (Yes\_\_ No\_\_)

WORKSHOP MEETING

(Yes\_\_ No\_\_)

**DEPARTMENT: Public Works** 

AGENDA ITEM TITLE: Department of Commerce Energy Efficiency Grant Contract for Camas Police Station and Library

AGENDA ITEM DETAILS/DESCRIPTION: The Department of Commerce Energy Efficiency Grant Contract for Camas Police Station and Library provides a grant in the amount of \$110,711 towards the energy efficiency improvements made as part of Project P-877.

RECOMMENDED ACTION: Authorize Mayor to sign Department of Commerce Energy Efficiency Grant Contract

DEPARTMENT STAFF/PRESENTERS: Eric Levison

SUPPORTING DOCUMENTS: Commerce energy grant contract

SUBMITTED BY: Eric Levison

#### NOTE:

- EMAIL "Agenda Item Submittal Form" to agenda email in WORD .doc format by 5:00pm on the Tuesday prior to scheduled meeting.
- Place all supporting documents listed above in the G:\AgendaPrep\(your department folder) by same deadline.



#### STATE OF WASHINGTON

# DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000 www.commerce.wa.gov

26 May 14, 2013

Mr. Eric Levison Public Works Director City of Camas PO Box 1055 Camas, WA 98607

Dear Mr. Levison:

Enclosed for your review and signature are two originals of proposed Contract Number 13-93222-044 between the Department of Commerce and the City of Camas. The purpose of the contract is to provide your organization with funds appropriated under the 2012 Energy Efficiency Grants for Local Governments program solely and specifically for the Police Station & Library HVAC and Controls project.

Please review the contract carefully. If it meets with your approval, please have the designated individual sign and date where indicated (the Contract Face Sheet and Attachments A through D) and return both signed copies to me. We will sign them and return a fully executed original to you for your records.

If you have any questions or need additional information, please call me at (360) 725-4045. I can also be reached by email at tom.stilz@commerce.wa.gov.

Sincerely,

Tom Stilz, Project Manager

Capital Programs

Enclosures

cc: Daniel Aarthun, Capital Programs Manager



# **Interagency Agreement with**

City of Camas

through

**2012 Energy Efficiency Grants for Local Governments** 

(Engrossed Senate Bill 5127, Laws of 2012, 2<sup>nd</sup> Special Session, Chapter 1, Section 301)

Start date:

Upon Final Signature

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~~.	T TAKE TAKE - require research to the contract of the contract	~

Attachment A, Scope of Work

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Attachment D Certification of Prevailing Wages

# **FACE SHEET**

Grant Number: 13-93222-044

# Washington State Department of Commerce Community Services & Housing Division Community Capital Facilities Unit

1. Grantee		2. Grantee Doin	g Business As (op	tional)	
City of Camas PO Box 1055 Camas, Washington 98607					
3. Grantee Representative		4. COMMERCE	E Representative	~~~~~	
Eric Levison Public Works Director 360-817-7003 elevison@ci.camas.wa.us		Daniel Aarthun Program Manage 360-725-3007 360-586-5880 Dan.Aarthun@cc		10111	Box 42525 Plum Street SE pia, WA 98504-2525
5. Grant Amount	6. Funding Source		7. Start Date		8. End Date
\$110,711.00	Federal: State: Other:	□ N/A: □	Upon Final Sign	ature	June 30, 2015
9. Federal Funds (as applic	eable) <u>Federal Agency</u>		CFDA Nu	mber	
N/A	N/A		N/A		
10. Tax ID#	11. SWV #	12. UBI #		13. D	UNS#
N/A	0016796-02	N/A		N/A	
14. Grant Purpose					
The purpose of this contract improvements that result in Ch 1, Sec .301.	is to provide Washington's local g energy and operational cost saving	overnments with gr s in accordance wit	rant funds for oper h ESB 5127, Law	rational s of 20	cost savings 12, 2 <sup>nd</sup> Special Session,
and accept the terms of this and year referenced above. other documents incorporate Attachment "B" – Budget, A	e Department of Commerce or its s Agreement and attachments and ha The rights and obligations of both d by reference: Agreement Terms attachment "C" – Certification of A and Reporting of Prevailing Wage	we executed this Apparties to this Gram and Conditions included and Conditions included and Europe	greement on the da tare governed by cluding Attachmer	ate belo this Gra nt "A" -	ow to start as of the date ant and the following - Scope of Work,
FOR GRANTEE		FOR COMMER	RCE		
	WAAAAAAAAA	PARAMITANA WIND CO.			MINONINGO
Scott Higgins, Mayor		Diane Klontz, As	ssistant Director C	SHD	
Date		Date			
		APPROVED AS	TO FORM ON	LY	
		Signature on file.			

THIS CONTRACT, entered into by and between City of Camas (a unit of local government hereinafter referred to as the Grantee), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in ESB 5127, Laws of 2012, 2nd Special Session, Chapter 1, Section 301, made an appropriation to support the 2012 Energy Efficiency Grants for Local Governments Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the Grantee is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

## 1. GRANT MANAGEMENT

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

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

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

## 2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$110,711.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

# 3. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The Grantee may be reimbursed, at the rate set forth elsewhere in this contract, for work completed beginning April 23, 2012. Eligible project expenditures are in the following cost categories:

- A. Design, engineering, architectural, planning services and nongrantee overhead and profit;
- B. Construction management and observation (from external sources only);
- C. Construction costs including, but not limited to, the following:

Demolition;
Site preparation;
Permits and fees;
Labor and materials;
Taxes on Project goods and services;
Capitalized equipment;
Information technology infrastructure; and Landscaping.

D. Loan Interest over the term of the loan.

### 4. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Grantee for 100% of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the Grantee shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The Grantee shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The Grantee shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, confirming that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the Grantee with authority to bind the Grantee. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 9, hereof.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices.

### Project Status Report

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the Grantee.

### Advance Payments

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

### **Duplication of Billed Costs**

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

# **Disallowed Costs**

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

### Termination

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

# 5. INSURANCE

# Grantees and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program — With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or

letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractor's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

# 6. ORDER OF PRECEDENCE

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

- · Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A Scope of Work
- Attachment B Budget
- Attachment C Certification of the Availability of Funds to Complete the Project
- Attachment D Certification of the Payment and Reporting of Prevailing Wages

# 7. REPORTING OF JOBS FUNDED

The Grantee shall provide to Commerce each quarter a completed "2012 Energy Efficiency Grants Quarterly Report" which will identify the number of jobs funded by the Project. For the purposes of this agreement, "quarterly' shall be defined as follows:

- July through September, 2012
- October through December, 2012
- January through March, 2013
- April through June, 2013
- July through September, 2013
- October through December, 2013
- January through March, 2014
- April through June, 2014

The Grantee shall submit the 2012 Energy Efficiency Grants Quarterly Report to Commerce as applicable within ten (10) calendar days following the end of each quarter until all work on the Project has been completed and no additional jobs are being funded. Commerce will email a Report form to each Grantee when the contract has been executed.

### 8. ONGOING MEASUREMENT & VERIFICATION

# Measurement and Verification of Energy Savings (ESPC Projects)

After the Project has been completed and the Notice of the Commencement of Energy Savings has been issued, ongoing measurement and verification (M&V) begins, in order to verify that the guaranteed energy savings occurs.

The recommended minimum length of M&V is three (3) years. However, Grantees are encouraged to have M&V performed for the length of the financing term to extend the energy savings guaranteed for the Project. The proposed length of the ongoing M&V period should be identified in the Energy Services Proposal (ESP).

The Grantee shall submit an annual Measurement and Verification Report to Commerce by February 15<sup>th</sup> of each year for the prior calendar year until all measurement and verification requirements have been satisfied.

Each Measurement and Verification Report shall include:

- An executive summary that gives a brief description of the energy efficiency measures (EEMS) identified and if the guaranteed energy savings were achieved;
- 2. The report shall include the following:
  - a. Calculation of the energy savings verified for each measure.
  - b. A brief description of any changes to the subject facilities. If these changes have an impact on the verified energy savings, this needs to be identified and the impact calculated.
  - c. Any other deliverables that were proposed, such as greenhouse gas reduction calculations or building energy performance benchmarks.
  - d. All physical measurements that were performed (i.e., boiler combustion test results, motor runtime logs). If necessary, these can be attached via appendix to the main report.
  - e. A list of remedies the ESCO will provide if the guaranteed savings are not being met. Specify whether and by when the physical aspects of the project that led to the loss of savings will be corrected. Specify how the ESCO will reimburse the Grantee for the identified differences between the verified savings and the guaranteed level of savings. Specify the timing of when the ESCO will make the reimbursement to the Grantee.

The guaranteed minimum energy savings identified in the ESP and the verified actual energy savings should be identified in tabular form for easy reference by the Grantee and Commerce. The energy savings should be:

- Identified in the native unit of measure for each utility commodity, such as kWh or Therms for both guaranteed and verified energy savings;
- 2. Translated into utility bill dollar savings; and
- Denoted in dollars, using the energy rates in effect at the time the ESP was prepared.

#### Measurement and Verification of Energy Savings (Non-ESPC Projects)

Projects that do not use Energy Savings Performance Contracting must verify energy and operational cost savings for ten (10) years or until the energy and operational cost savings pay for the Project, whichever is shorter. They must also follow the Department of Enterprise Services (DES) energy savings performance contracting project guidelines. Third-party verification must be performed by one of the following:

- An energy savings performance contractor selected by DES through a request for qualifications;
- A licensed engineer that is a certified energy manager:
- A project resource conservation manager; or
- 4. An educational service district resource conservation manager.

The Grantee shall submit an annual Measurement and Verification Report to Commerce by February 15<sup>th</sup> of each year for the prior calendar year until all M&V requirements have been satisfied.

Each Measurement and Verification Report shall include:

- 1. An **executive summary** that gives a brief description of the energy efficiency measures (EEMS) identified and if the estimated energy savings were achieved;
- 2. The report shall include the following:
  - a. Calculation of the energy savings verified for each measure.
  - b. A brief description of any changes to the subject facilities. If these changes have an impact on the verified energy savings, this needs to be identified and the impact calculated.
  - c. Any other deliverables that were proposed, such as greenhouse gas reduction calculations or building energy performance benchmarks.
  - d. All physical measurements that were performed (i.e., boiler combustion test results, motor runtime logs). If necessary, these can be attached via appendix to the main report.

The estimated energy savings identified in the final Investment Grade Audit and the verified energy savings should be identified in tabular form for easy reference by the Grantee and Commerce. The energy savings should be:

- Identified in the native unit of measure for each utility commodity, such as kWh or Therms for both estimated and verified energy savings;
- Translated into utility bill dollar savings; and
- 3. Denoted in dollars, using the energy rates in effect at the time of the report was completed.

### 9. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2013, will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

## 1. **DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce or its successor agency.
- C. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Grantee.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee" shall mean one not an employee of the Grantee, who is performing all or part of those services under this Agreement under a separate Agreement with the Grantee. The terms "subgrantee" and "subgrantees" means subgrantee(s) in any tier.

# 2. ADVANCE PAYMENTS PROHIBITED

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

# 3. ALL WRITINGS CONTAINED HEREIN

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

# 4. AMENDMENTS

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

# 5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA' 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

### 6. APPROVAL

This Agreement shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

# 7. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

## 8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorneys fees and costs.

### 9. AUDIT

# A. General Requirements

Grantees are to procure audit services based on the following guidelines.

The Grantee shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subgrantees also maintain auditable records.

The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Subgrantees.

COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

As applicable, Grantees required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

# B. State Funds Requirements

Grantees expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

Grantor agency name State program name

BARS account number

Grantor

**COMMERCE** Grant number

Grant award amount including amendments (total grant award)

Beginning balance

Current year revenues

Current year expenditures

Ending balance

Program total

If the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee.

The Grantee shall include the above audit requirements in any subgrants.

In any case, the Grantee's financial records must be available for review by COMMERCE.

### C. Documentation Requirements

The Grantee must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Grantee's fiscal year(s) to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 48300
Olympia WA 98504-8300

In addition to sending a copy of the audit, when applicable, the Grantee must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

### 10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
  - All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE:
  - 2. All material produced by the Grantee that is designated as "confidential" by COMMERCE and
  - 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Agreement whenever the Grantor reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

### 11. CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

### 12. COPYRIGHT PROVISIONS

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

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

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

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

## 13. DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with COMMERCE's Director, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing:
- state the disputed issues;
- state the relative positions of the parties:
- · state the Grantee's name, address, and Agreement number; and
- be mailed to the Director and the other party's (respondent's) Agreement Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5)] working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

### 14. DUPLICATE PAYMENT

The Grantee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other Agreement, subgrant, or other source.

### 15. ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Grantee shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

### 16. GOVERNING LAW AND VENUE

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

# 17. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Grantee's performance or failure to perform the Agreement. The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by the Grantee's agents, employees, representatives, or any Subgrantee or its agents, employees, or representatives.

The Grantee's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subgrants shall include a comprehensive indemnification clause holding harmless the Grantee, COMMERCE, the state of Washington, its officers, employees and authorized agents.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

# 18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Grantee and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

# 19. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

# **20. LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

### **Washington State Laws and Regulations**

- A. Affirmative action, RCW 41.06.020 (11).
- B. Boards of directors or officers of non-profit corporations Liability Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

# 21. LICENSING, ACCREDITATION AND REGISTRATION

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

#### 22. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

# 23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Agreements with the state. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

### 24. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used under this Agreement for working for or against ballot measures or for or against the candidacy of any person for public office.

# 25. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

#### 26. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

# 27. RECAPTURE DISINCENTIVE

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

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

#### 28. RECORDS MAINTENANCE OUTPUT

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Grantee shall retain such records for a period of six years following the date of final payment.

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

### 29. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

### 30. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Grantee shall provide access to its facilities for this purpose.

## 31. SAVINGS

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

## 32. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

# 33. SUBGRANTING

The Grantee may only subgrant work contemplated under this Agreement if it obtains the prior written approval of COMMERCE.

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

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

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

### 34. SURVIVAL

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

### 35. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

### 36. TERMINATION FOR CAUSE / SUSPENSION DISINCENTIVE

In event COMMERCE determines that the Grantee failed to comply with any term or condition of this Agreement, COMMERCE may terminate the Agreement in whole or in part upon written notice to the Grantee. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, COMMERCE upon written notice may allow the Grantee a specific period of time in which to correct the non-compliance. During the corrective-action time period, COMMERCE may suspend further payment to the Grantee in whole or in part, or may restrict the Grantee's right to perform duties under this Agreement. Failure by the Grantee to take timely corrective action shall allow COMMERCE to terminate the Grant upon written notice to the Grantee.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COMMERCE determines that the Grantee did not fail to comply with the terms of the Agreement or when COMMERCE determines the failure was not caused by the Grantee's actions or negligence.

If the Agreement is terminated for cause, the Grantee shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).

# GENERAL TERMS AND CONDITIONS GENERAL GRANT STATE FUNDS

#### 37. TERMINATION FOR CONVENIENCE

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

### 38. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by COMMERCE, the Grantee shall:

- A. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants for materials, services, or facilities related to the Agreement;
- **C.** Assign to COMMERCE all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants. Any attempt by the Grantee to settle such claims must have the prior written approval of COMMERCE; and
- D. Preserve and transfer any materials, Agreement deliverables and/or COMMERCE property in the Grantee's possession as directed by COMMERCE.

Upon termination of the Agreement, COMMERCE shall pay the Grantee for any service provided by the Grantee under the Agreement prior to the date of termination. COMMERCE may withhold any amount due as COMMERCE reasonably determines is necessary to protect COMMERCE against potential loss or liability resulting from the termination. COMMERCE shall pay any withheld amount to the Grantee if COMMERCE later determines that loss or liability will not occur.

The rights and remedies of COMMERCE under this section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law.

#### 39. WAIVER

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

### Scope of Work

The Grantee will use these grant funds to implement operational cost savings improvements at their local government facilities and related projects that result in energy and operational cost savings in accordance with ESB 5127, Laws of 2012, 2<sup>nd</sup> Special Session, Ch. 1, Sec. 301. The work will be performed in accordance with the more detailed scope of work found in the Energy Services Proposal prepared by Abacus Resource Management Company for the City of Camas, Camas Police Station and Camas Library HVAC System and Controls Improvement, dated December 11, 2012, incorporated herein by reference as if specifically set forth.

### Budget

Line Item	Amount
Construction	\$262,192.00
Professional Services Fees	\$101,579.00
Contingency	\$18,189.00
Sales Taxes	\$32,085.00
DES Fees (Admin, M &V Years 2 & 3)	\$28,800:00
Total Contracted Amount:	\$442,845.00

The Grantee, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the Grantee's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE		 ***************************************
		***************************************
TITLE		
DATE	 	 
DATE		

### Certification of the Availability of Funds to Complete the Project

Non-State Funds	Amount	Total
State Local Loan Program	\$279,443.00	
Estimated Utility Rebates	\$52,691.00	
Total Non-State Funds	\$332,134.00	\$332,134.00
State Funds		
State Capital Budget 2012 Energy Efficiency Grant	\$110,711.00	\$110,711.00
Total Non-State and State Sources		\$442,845.00

The Grantee, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the Grantee's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The Grantee shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

GRANTEE			
TITLE	 		
1111			
DATE	 	<u></u>	

### Certification of the Payment and Reporting of Prevailing Wages

The Grantee, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as June 15, 2011, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the Grantee for the purpose of construction, applicable State Prevailing Wages must be paid.

The Grantee, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Grantee's governing body as of the date and year written below.

GRANTEE	 	
TITLE		
DATE	 	



### AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: <u>6-3-13 / 7:00 PM</u>

**COUNCIL MEETING** 

Consent Agenda

Regular meeting Agenda

(Yes\_\_ No\_\_) (Yes\_x\_ No\_\_)

WORKSHOP MEETING

(Yes\_\_ No\_\_)

**DEPARTMENT:** 

**Community Development** 

**AGENDA ITEM TITLE:** 

Public Hearing – revising and extending the comprehensive six (6) year street plan.

### AGENDA ITEM DETAILS/DESCRIPTION:

The six-year transportation improvement program, also known as the six-year street plan, is to be updated by municipal agencies annually per RCW 35.77.010. This year's updates capture the projects from the 2012 Transportation Impact Fee Update list as well as changes to the Capital Facilities Plan List adopted in conjunction with the 2013 budget. Projects are dropped from the list annually once the construction phase has started and is fully funded.

The plan and map attached for the hearing have only minor updates from the May  $20^{th}$  workshop attachments. Inconsistencies that were on the map are now updated to coincide with the plan list. The plan list revisions include changes to the Improvement Type Codes to match the updated Appendix A, as well as changes to the Federal Fund Codes and State Fund Codes to match the updated Appendix C. The Appendices is updated to include the new Appendix A and Appendix C.

Notice of this public hearing was posted on the Camas website, at the Post Office, City Hall, and Library, and in the Camas/Washougal Post on May 21<sup>st</sup> and May 28<sup>th</sup>.

### **RECOMMENDED ACTION:**

Hold a Public Hearing, consider testimony, direct staff to make desired changes, if any, and authorize the preparation of a resolution to adopt the plan on June 17, 2012.

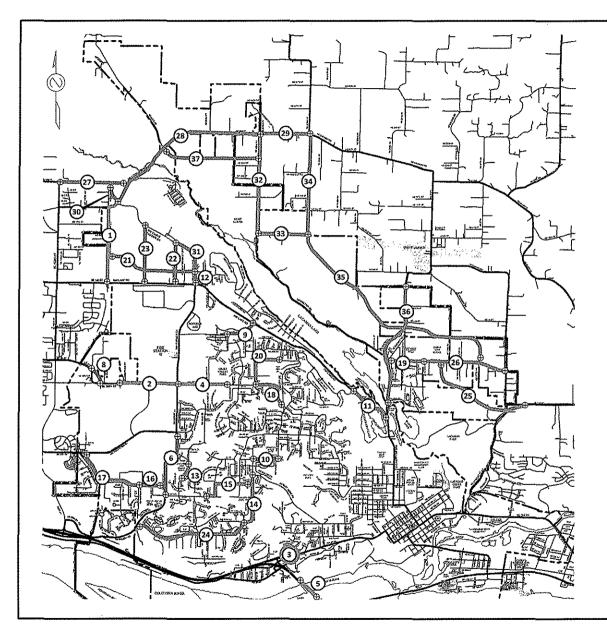
### **DEPARTMENT STAFF/PRESENTERS:**

James Carothers

### SUPPORTING DOCUMENTS:

6yr\_14-19 STIP Draft2 6yr\_14-19 MAP Draft2 Appendices 2013\_amended

SUBMITTED BY: \_\_\_\_\_James E. Carothers, P.E., Engineering Manager/City Engineer



# ORAF<sup>T</sup> City of Camas 2014 – 2019 Six Year Street Priorities

- 1 NW Friberg/Strunk St & Goodwin Rd.
- 2 NW 38th Ave (Ph 2)
- 3 NW 6th Ave & Norwood Signal
- 4 NW 38th Ave (Ph 3)
- 5 SR 14 West Camas Slough Bridge
- 6 NW Brady Rd
- ADA Compliance Citywide (7)
- Bybee Rd
- 10 NW 23rd Ave
- 9 NW Leadbetter Dr Phase 2
- TO IAAA SOLG WA
- 11 NW Lake Rd.
- 12 NW Larkspur St
- 13 NW Maryland St
- 14 NW Astor St.
- 15 NW 16th Ave/Hood/18th Ave
- 16 NW 18th Ave
- 17 NW 18th Ave/Payne Rd
- 18 NW 38th Ext. East
- 19 NW 43rd Ave
- 20 NW Astor St. /43rd Ave
- 21 Street "B"
- 22 NW Payne St.
- 23 Street "A"
- 24 NW McIntosh Rd
- 25 NW Woodburn Dr.
- 26 SE 15th St./Norse Rd
- 27 NE 18th St
- 28 NE Goodwin Rd/28th St
- 29 NE 28th St
- 30 NW Camas Meadows Dr (West)
- 31 NW Camas Meadows Dr (East)
- 32 NE 232nd Ave
- 52 INC 252111
- 33 NE 9th St
- 34 NE 242nd Ave
- 5 New East/West Arterial
- 36 SR 500 (Everett St/Rd)
- 37 NW Ingle Rd Extension



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### Six Year Transportation Improvement Program

Agency:	Camas				From		to	2019
Co. No.: City No.:		Co. Name: MPO/RTPO:	Clark Co.	Hearing Date:	6/3/2013	Adoption Date	****	
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16		NW Friberg St. & Goodwin Rd. NW Lake Rd. to Camas Meadows Dr, from: to: Widening, bike tanes, signal upgrade PE obligated in 2012	03	S .	.83	C G P T	CN	1/1/2014 1/1/2014	·		OTHER PWTF			2450 1000	2450 1000					Yes
		R/W In 2013					To	tals	***************************************			3450		3450	3450				1	
16		NW 38th Ave SE Armstrong St. to NW Parker from: to: Widening, bike lanes	03	s	.55	¥ S ₽ T C G	CN	3/1/2014	STP(U)	1100	TIB	1720	650	3470	3470			-		Yes
		PE & R/W in 2013					To	tals		1,100		1720	650	3470	3470				1	1
14		NW 6th Ave. NW Norwood St. to NE Adams from: to: Norwood traffic signal and re-surfacing	24	Р	00			3/1/2014		T .	PWTF	1750		1750	1750					No
							Tot	als				1750		1750	1750	***************************************	·		1	
16		NW 38th Avenue NW Parker to Grass Valley Park from: to: Widening, bike lanes	03	P	.45	# C G F	PE RW						270 600 2370	270 600	and the state of t	270 600	2370			Yes
							Tot	tals					3240	3240		870	2370	·····	1	

Report Date: May 14, 2012

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### Six Year Transportation Improvement Program

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 Camas
 From 2014 to 2019

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 06 Co. Name: Olark Co.
 Clark Co.
 Hearing Date: 6/3/2013 Adoption Date: Resolution No.:

 City No.:
 0145 MPO/RTPO: RTC
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		Widening, bike lanes					[												}	
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17	8	Bybee Road Realianment	01	Р	.05	C S													ŀ	Yes
		SE 15th St. to SE 20th St.				W														103
		from; to: New construction				G P														
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							Tot	ais					1385	1385				1385	<u></u>	<u> </u>

Report Date: May 14, 2012

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### Six Year Transportation Improvement Program

 Agency:
 Camas
 From 2014 to 2019

 Co. No.:
 06 Co. Name:
 Clark Co.
 Hearing Date:
 6/3/2013 Adoption Date:

 City No.:
 0145 MPO/RTPO:
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 Amend Date:
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17		NW Leadbetter Dr., Ph. 2  NW Lake Rd. to NW Parker St.  from:  Widening with blike lanes, sidewalk  NOTES: PE phase began 1/2007	28	P	.83	PCTGWs	CN	1/1/2016					30	30			, , , , , , , , , , , , , , , , , , , ,	30	CE	No
							То	tals					30	30				30	]	
00		NW 23rd Ave. NW Astor to NW Slerra from: to:	04	Р	.23		ALL	1/1/2017					500	500				500		Yes
		Widening, sidewalk																		
							To	tals					500	500				500	1	
16		Lake Rd  NW Lacamas Ln to NE Everett  from: to:  Widening, sidewalk	03	Þ	.45		ALL	6/1/2018					3000	3000				3000		Yes
							Tot	als					3000	3000				3000	1	
00		NW Larkspur St. NW Lake Rd, to NW 60th from: to: Widening, sidewalk	03	P	.13	8 s p + c g		1/1/2017					420	420				420	·	Yes
							Tot	als					420	420			**	420		<u> </u>

Report Date: May 14, 2012

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# Six Year Transportation Improvement Program

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tion ass	Priority Number	C. Project Title	vem ye(s)	Status	Fe	Š	has		Federal Fund	ding	<u> </u>				*	(Local A	gency			R/W·
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19	13	NW Maryland Streef NW 19th to NW 24th from: to: New construction	. 01	P	.25	C S W G P T	ALL	6/1/2018				Adequates	250	250				250	- The state of the	No
							To	tals			. <del></del>		250	250				250	l	
17	14	NW Astor St./NW 11th Ave.  NW 16th Ave. to McIntosh Rd.  from:  Widening, bike lanes  lincludes path on Forest Home Road	03	P	.62	P C G T	RW	1/1/2016 1/1/2017 6/1/2018		**************************************			105 105 1690				105	105 1690		Yes
		From Forest Home Lane to Astor Street	-				To	tals					1900	1900			105	1795	]	
16		NW 16th Ave., et al NW Astor to NW 16th, include NW Hood from: to: Widen curb, sidewalk	03	P	.51	S W P T C		1/1/2019 6/1/2019					210 1870					210 1870		Yes
		•					Tol	als		**************************************			2080	2080				2080	1	
16		NW 18th Ave. NW Whitman St. to NW Brady Rd. from: to: New construction with bike lanes	01	р	.26	P G T C V S	ALL	1/1/2019	-	ALA-PARAMETER STATE OF THE STAT			2080	2080				2080		Yes
_						_	Tot	als					2080	2080				2080	<u> </u>	

Report Date: May 14, 2012

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ction	Priority Number	C. Project Title	s)ed	Status	Te.	ပိ	ha		Federal Fund	ing				] [		(2000)	.90,,09,		}	_R/W
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16	17	NW 18th Avenue	03	Р	.40	W S P	ALL	1/1/2019		***************************************		***************************************	1600	1600		A THEORET OF THE PROPERTY OF T		1600		No
		NW Whitman St. to West City Limits from: to: Widening, bike lanes	***************************************			- CG														
			<u> </u>				<u> </u>	tals					1600				·	1600		
00		NW 38th Ave. Extension (east) NW Astor to NW Sierra from: to: New construction with bike lanes	01	P	.42	C S & G P	ALL	1/1/2019					2800	2800				2800		Yes
		-			j	T	70	tals	***************************************		· · · · · · · · · · · · · · · · · · ·		2800	2800			•	2800	1	
17	19	NE 43rd Ave.	03	P	.36 .	C S G		1/1/2019					2030					2030		Yes
		from: SR-500 to: East City Limits Widen to 3 lanes with bike lanes				P										····	·	7000		
				ļ				tals 1/1/2019		1		1	2030 1875	2030 1875			Т	2030 1875	<u> </u>	
00		NW 43rd/NW Astor - NW Sierra to NW 38th from: to:	03	Р	.5	S P C G	ALL	1/1/2019					10/0	10/5		, and a second s		10/3	Anna Anna Anna Anna Anna Anna Anna Anna	Yes
		Widening, bike lanes				T														
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Report Date: May 14, 2012

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### Six Year Transportation Improvement Program

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ction	io E	C. Project Title	ven Je(s	Status	[ ]	Š	has		Federal Fund	ing						(Local A	(gency)			R/W
Fun C	Priority Number	D. Street/Road Name or Number     E. Beginning MP or Road - Ending MP or Road     F. Describe Work to be Done	Improvement Type(s)	Sta	Fotal Length	Utility Codes	Project Phase	Phase . Start	Federal Fund Code	Federal Cost by Phase		State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	Required Date (MM/YY)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
00		North Dwyer Creek Master Plan Street "B" NW Friberg St./Strunk to NW Larkspur St. from: to: New construction	15	P	.90	CSWGPT	PE To	1/1/2019 tals		- Varantasaan		-	5	5				5		Yes
00		NW Payne St. NW Lake Rd. to NW Camas Meadows Dr. from: to: Widening	03	Р	.40	CGPT	ALL						2070		4			2070		Yes
.00		North Dwyer Creek Master Plan Street "A" NW Lake Rd, to NW Carnas Meadows Dr. from: to: New construction	15	D.	64	CSSGPT	PE	1/1/2019		**Apply(Application)			5	5			четом на при	5		Yes
00		NW McIntosh Rd. NW Brady Rd. to NW 11th Ave. from: to: Widening, bike fanes	15	ρ	1.2	PGCT	PE	1/1/2019 : :als					5	5				5		Yes

Report Date: May 14, 2012

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# Six Year Transportation Improvement Program

Ager	тсу:	Camas													F	rom	20	14	to	2019
Co. I City		06         Co. Name:         Clark Co.           0145         MPO/RTPO:         RTC											earing i mend D		6/3/20	)13	-	on Date: tion No.		
ā	> 5	Project Identification  A. PIN/Federal Aid No. B. Bridge No.	ait		f f	es	a)		Project Costs in	Thousa		~~~	n			penditur		lule	Feder Proj	ally Funded ects Only
Functional Class	Priority Number	E. Beginning MP or Road - Ending MP or Road	Improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start	Federal Fund Federal Fund Code	Federal Cost by Phase	Fund	State Funds	Local Funds	Total Funds	1st	(Local A	(gency)	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)
1	2	F. Describe Work to be Done	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
00	25	NE Woodburn Dr SE 283rd Ave. to SE 15th St. from: to: New Construction Includes 23rd St. realignment	01	P	.70	CSWGPT	ALL	1/1/2019 tals					5650	.			a control of the cont	5650 5650		Yes
07	26	SE 15th St./Nourse Rd,  from: Camas High School to: NE 283rd Ave. Widen to 3 lanes with bike lanes	15	P	.59	C S W G P T	PE	1/1/2019		-			5	5			***	5		Yes
00	27	NE 18th St.  NE 192nd Ave to NE Goodwin Rd  from:  New construction	15	P	0.67	And the first war and the second transfer and transfer an	PE	6/1/2019 tals					5	5				5		
17	28	NE Goodwin Rd/28th St. NW Camas Meadows Dr. to NE 232nd Ave. from: Widen to 5 lanes with bike lanes	15	P	.46	1		6/1/2019					5	5		and an analysis of the state of	Topic control de la control de	5		The state of the s

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<b>*</b> /***	Washington State	Department of	Transportation

NW Camas Meadows Dr. NE 13th St. to NE 18th St.

New Construction

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### Six Year Transportation Improvement Program

From 2014 to 2019 Camas Agency: Co. No.: 06 Co. Name: Clark Co. 6/3/2013 Adoption Date: Hearing Date: City No.: 0145 MPO/RTPO: Amend Date: Resolution No.: Project Costs in Thousands of Dollars Federally Funded Project Identification **Expenditure Schedule** improvement Type(s) Total Length Projects Only A. PIN/Federal Ald No. B. Bridge No. Fund Source Information Utility Codes Project Phase (Local Agency) Status C. Project Title Federal Funding RW D. Street/Road Name or Number Required Phase Federal Federal State 4th Envir. State Local Total Date E. Beginning MP or Road - Ending MP or Road Cost by Fund Thru Start Fund 1st 2nd 3rd Type (MMYY) Funds Funds Funds Code Code Phase 6th F. Describe Work to be Done 20 21 1 2 5 6 8 9 11 12 13 14 15 16 17 18 19 PE 6/1/2019 17 29 15 P NE 28th Street NE 232nd Ave. to NE 242nd Ave. Widen to 5 lanes with bike lanes Totals PE 6/1/2019 00 30 P 15 0.20

NW Camas Meadows Drive NW Payne St. to NW 60th Ave. from; New construction Totals PE 6/1/2019 15 17 32 Р 0.97 NE 232nd Ave. NE 28th St. to NE 9th St. Widen to 3 lanes with bike lanes

Totals PE 6/1/2019

Totals

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### Six Year Transportation Improvement Program

Ager	ncy:	Camas													۲	rom	20	14	to _	2019
Co. N		06         Co. Name:         Clark Co.           0145         MPO/RTPO:         RTC	<del></del>										earing i mend [	_	6/3/20	)13	-	on Date: tion No.		
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tion	Priority	C. Project Title	vem (s)	Status	Leng	S	has		Federal Fu	nding	<u> </u>	T				(Local A	(gency			RW
Functional Class	Z Z	D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Sta	Total Length	Utility Codes	Project Phase	Phase Start	Federal Fund Code	Federal Cost by Phase	Fund	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	Required Date . (MM/YY)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
00	33	NE 9th St. NE 232nd Ave. to NE 242nd Ave. from: to: New construction	15	P	0.50		PE	6/1/2019		***************************************			5	5				5		A de particular de la constanta
<u> </u>	<u> </u>						<del></del>	itals					. 5	5		<del>,</del>	····	5	<u> </u>	<u> </u>
00	34	NE 242nd Ave.  NE 28th St. to NE 14th St.  from:  to:  Widen to 3 lanes with bike lane	15	P	0.70	and a fact of the second second section of the section of the second section of the sec		6/1/2019					£7	5				5	ered franchischer der mermen der met der met der	
	<del> </del>			1	<u> </u>	<u> </u>	-	tals 6/1/2019		1		Ī	5	5		1	1	5 5	<u> </u>	<u> </u>
00	35	New NUGA E/W Arterial NE 14th St. to Nourse Rd. from: to: New construction	15	P	2.00	AND THE PROPERTY OF THE PROPER		tals		The state of the s	4	-	5	. 5			1	5	Valence and the second	
16	36	SR-500 (Everett St/Rd) NW Lake Rd. to SE 4th St	15	P	1.08			6/1/2019					5	5				5		A transmission of the second o

Report Date: May 14, 2012

Widen to 3 lanes with bike lane

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### Six Year Transportation Improvement Program

 Agency:
 Camas
 From
 2014 to
 2019

 Co. No.:
 06 O. Name:
 Clark Co.
 Hearing Date:
 6/3/2013 Adoption Date:
 Adoption Date:

 City No.:
 0145 MPO/RTPO:
 RTC
 Amend Date:
 Resolution No.:

Г		Project Identification	Ī				I		Project Costs in	Thousa	nds of l	Oollars						_		ally Funded
<u> </u>	> 5.	A. PIN/Federal Aid No. B. Bridge No.	Improvement Type(s)		듄	Codes	(a)			Fund Sc	ource in	formatio	on.		Ex	penditur	e Sched	ule	Proje	ects Only
Functional Class	Priority Number	C. Project Title	vem se(s)	Status	Total Length	Š	has		Federal Fund	ng						(Local A	(gency)			RW
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		E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Ē		٦	ລັ	Project Phase	Start	Fund Code	Cost by Phase	Fund Code	Funds		Funds	1st	2nd	3rd	Thru 6th	Туре	Date (MM/YY)
_1	2	3	4	5	6	7	8.	9	10	11 .	12	13	14	15	16	17	18	19	20	21
00	37	NE Ingle Rd Extension Goodwin to 232nd Ave from: to:	15	ρ	1.00	a pakanganapanganapanganangan	PE	6/1/2019				Paragraphic Paragr	5	5				5	-	
		New construction																	1	
							To	tals				·	5	5				5	1	
16	38	NW Pacific Rim Blvd.  © SE Payne Rd.	24	Р	00			1/1/2016 6/1/2016				and the state of t	50 220	50 220			50 220			No
		from: to: Traffic signal																-	]	***************************************
			<u> </u>				·	tals	·····				270				270		ļ	
14		NW Brady Road  W NW 16th Ave.	24	Р	00		ALL	1/1/2018				un de de description de la constante de la con	270	270				270		No
		from: to: Traffic signal																		
							То	tals:		<del></del>			270	270				270	1	
16		NW Lake Road @ NW Slerra St.	24	Р	00		ALL	1/1/2018				-	270	270				270		
		from: to: Traffic Signal	. !																	
							To	tals					270	270				270		

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### Six Year Transportation Improvement Program

Agency:	Camas			27(2)	** *		From	2014	to	2019
Co. No.:		Co. Name:				Hearing Date:	6/3/2013	Adoption Date	12	
City No.:	***************************************	MPO/RTPO:	RTC			Amend Date:		Resolution No	.:	

	···	Project Identification	1	Τ	T	<del></del>	Ţ		Project Costs	in Thousa	inde of l	Dollars							Endor	ally Funded
<del>-</del>	~ ~		ŧ		듄	Se	-	T	110,001.00313	Fund So					Ex	penditur	e Sched	ule	Proje	ects Only
dion	Priority Number	C. Project Title	vem(s)	Status	Leng	Pos	hase		Federal Fur	nding		T T				(Local A	gency)			RW
Functional Class	g N	D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Sta	Total Length	Utility Codes	Project Phase	Phase Start	Federal Fund Code	Federal Cost by Phase	Fund	State Funds		Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	Required Date (MM/YY)
	2	3	4	5	6	7	8	9	10 ·	11	12	13	14	15	16	17	18	19	20	21
00	41	NE Goodwin Rd @ NW Camas Meadows Dr	24	Р	00	-	ALL	1/1/2019					270	270				270		No
		from; to: Traffic signal																		,
ļ						ļ		tals			<del>,</del>	-	270	,		· ·		270		
16	42	NW Pacific Rim @ Parker St	15	Р	. 00		PE	1/1/2019					. 5	5		Q		5		
	•	from: to: Traffic Signal				-											,			
						ļ	<del></del>	tals			<del>,</del>		5	5				5		
16	43	SR-500 @ Leadbetter Rd	15	Р	00		PE	1/1/2019		-			5	5		armenin's de la constitución de		5		-
		from: to: Access Control																_ 1		
							То						5	5				5		
16	44	SR-500 @New E/W Arterial	15	Ρ	00		PE	1/1/2019			-	The state of the s	5	5		- Control of the Cont		5		
	. :	from: ;to: Traffic Signal							•											
							To	als					5	5				5		

Report Date: May 14, 2012

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# Six Year Transportation Improvement Program

Ager	icy:	Camas													F	rom	201	14	to	2019
Co. N	lo.: No.:	06         Co. Name:         Clark Co.           0145         MPO/RTPO:         RTC	<del>_</del>										earing mend [	***	6/3/20	013	Adoptic Resolut			
		Project Identification  A. PIN/Federal Aid No. B. Bridge No.	٠	Ϊ		45		1	Project Costs in	***************************************					Ex	penditur	e Sched	ule	Federa	ally Funded ects Only
ss	ğ ş	A. PIN/Federal Aid No. B. Bridge No. C. Project Title	(s)	s n	anati	- apo	ase		Federal Fund	Fund So	ource in	ormatic	on 	T		(Local A				R/W
Functional	Priority Number	D. Street/Road Name or Number  E. Beginning MP or Road - Ending MP or Road  F. Describe Work to be Done	improvement Type(s)	Status	Total Length	Utility Codes	Project Phase	Phase Start	Federal Fund Code	Federal Cost by Phase	Fund	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	Required Date (MM/YY)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
16	45	NE 28th St @ 242nd Ave	15	Р	00		PE	1/1/2019		annematy characters or a				5				5		derde sessen med v verde vederde bed
		from: to: Treffic Signal	-				То	tals						5 5				5		**************************************
17	46	NE Goodwin Road  @ NE Ingle Rd. from: to: Traffic Signal	15	P	00	mountert the description of the second secon	PE	1/1/2019 tals			overage property			5 5		a constitution of the cons		5		No
16	47	SR-500  @ NE Lake Rd. from: to: Roundabout	15	P	0.00		PE	1/1/2019 tals			Transmitter ( )			5				5		Yes
16	48	SR - 500  @ NE 14th Ave. from: to: Controlled access	24	P	00		<del>]</del>	1/1/2019			de de la constante de la const		50		······			50		No

Report Date: May 14, 2012

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### Six Year Transportation Improvement Program

 Agency:
 Camas
 From
 2014 to
 2019

 Co. No.:
 06 Co. Name:
 Clark Co.
 Hearing Date:
 6/3/2013 Adoption Date:

 City No.:
 0145 MPO/RTPO:
 RTC
 Amend Date:
 Resolution No.:

<u> </u>	T	Project Identification	T			Τ	Project Costs in Thousands of Dollars  Fund Source Information											_		ily Funded
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Stior	Priority Number	C. Project Title	vem ce(s	Status	-G	Š	has		Federal Fundi	ing						(LUCai A	gency;			RW
Functional Class	도골	D. Street/Road Name or Number	Improvement Type(s)	ty.	Total Length	Utility Codes	z z	Phase	Federal	Federal	State	State	Local	Total				4th	Envir.	Required Date
		E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	F		-	) >	Project Phase	Start	Fund Code	Cost by Phase		Funds	Funds	Funds	1st	2nd	3rd	Thru 6th	Type	(MM/YY)
1	2	3	4	5	6	7	8	9	. 10	11	12	13	14	15	16	17	18	19	20	21
00	49	NE 232nd Ave @ 9th St	15	Р	00		PE	1/1/2019					5	5				5		
		from: to: Roundabout				Mary and a second secon											-			
<u> </u>			ļ	ļ		<u> </u>		tals	<del></del>	· · · · · · · · · · · · · · · · · · ·	1	,	. 5	5		7	· · · · · · · · · · · · · · · · · · ·	5		
00	50	NE 232nd Ave @ Ingle Extension	15	Р	00		PE	1/1/2019					5	5				5		
		from: to: Roundabout				ederlichtschaften eine Germannen er		tals						. 5				E		
<b> </b>						<u> </u>	_	1/1/2014		Î	T	1	5 4200	4200	700	700	700	2100		
00	51	Pavement Treatments (maintenance & preservation)	47	Р	00	Р	<b>-</b>	I II II I I I I I I I I I I I I I I I	,	1				,,,,,,						No
		from: to: Overlays, surface treatments																		
							To	tals					4200	4200	700	700	700	2100		
00	52	Reconstructs	04	Р	00	G W	ALL	1/1/2016					1000	1000			250	750		
		from: Citywide to:																		
			]				Tot	tals					1000	1000			250	750		

Report Date: May 14, 2012

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# Six Year Transportation Improvement Program

Agency:	Camas			From	2014	to	2019
Co. No.: City No.:		Co. Name: MPO/RTPO:	Hearing Date: Amend Date:	6/3/2013	Adoption Date Resolution No		**************
	***************************************		 Ameria Date.		resolution ivo		

		Project Identification		<u> </u>	<u> </u>	<u> </u>			Project Costs in	n Thousa	nds of [	ollars					A. I. I		Federa	ally Funded
ä	ढंद	A. PIN/Federal Aid No. B. Bridge No.	Improvement Type(s)		gth	sep	φ.		Fund Source Information							Expenditure Schedule (Local Agency)				ects Only
Functional Class	Priority Number	C. Project Title	Ven Se(s	Status	Total Length	Utility Codes Project Phase			Federal Fund	lìng						(LUCAI M	gency;			RW
Š	도글	D. Street/Road Name or Number	55	St	la la	## ***	늏	Phase	Federal	Federal		State	Local	Total				4th	Envir.	Required Date
-		E. Beginning MP or Road - Ending MP or Road	<del>=</del>		ř	5	ioje	Start	Fund Code	Cost by Phase	Fund Code	Funds	Funds		1st	2nd	3rd	Thr⊔ 6th	Туре	(MM/YY)
1	2	F. Describe Work to be Done	<del></del>			7	<b>!</b>				l	40	14	45	16	17	18	19	20	21
		3	4	5	6	<u>                                     </u>	8	9	10	11	12	13	ļ	15	10		<del></del>		20	Z1
00	53	Sidewalk Projects	28	P	00		CN	1/1/2015	CDBG	450	Appropriate Approp		50	500		100	100	300		No No
		from: to: Sidewalk installation																		
					·		To	tals		450			50	500		100	100	300		<u> </u>
00	54	Curb Ramp Projects	28	Р	00		CN	1/1/2015			Andrea quantum de que de la constanta de la co		75	75		15	15	45		No
		from: to: Future curb ramp installations																		Particular de la constanta de
			<u></u>				***************************************	tals					75			15	15	45		<u> </u>
16		NW 18th Shared Path SE 201st to Beech St	28	P	.30		ALL	1/1/2014	STP(E)	250				250	250		And a company of the state of		CE	No
		from: to:																		
								-1-						250	050					
			+				Τ̈́o	1/1/2016	·····	250	r	1	200	250 200	250	}	50	150	<del> </del>	<u> </u>
00		Shared Path Improvements Citywide	28	Р	00	-	755	17 172010	·				200	200				100		No
		from: to:																		
					-													4	-	
			<u> </u>				То	als					200	200			50	150	<u> </u>	<u></u>

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Agenc	V.	Camas		

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Agency:

Co. No.:

City No.: 0145

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Co. Name: Clark Co.

MPO/RTPO: RTC

### Six Year Transportation Improvement Program

From 2014 to 2019 Adoption Date: 6/3/2013 Hearing Date:

Amend Date:

Resolution No.:

<u> </u>		Project Identification				T		——	Project Costs in	Thousa	nds of I	oliars			<u></u>			-		lly Funded
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ction	Priority Number	C. Project Title	ven pe(s	Status	E	S	has	å	Federal Fund	ing					(Local Agency)					R/W
Functional Class	υŠ	Street/Road Name or Number     Beginning MP or Road     F. Describe Work to be Done	Improvement Type(s)	St	Total Length	Utility Codes	Project Phase	Phase Start	Federal Fund Code	Federal Cost by Phase	Fund	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	Required Date (MM/YY)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	` 21
00	57	Safety Projects	21	P	60		CN	1/1/2016		-			200	200			50	150		
		from: to: Future safety projects					To	-at-		_			200	200				150		
<b> </b>			<del> </del>	<del> </del>		<u> </u>		1/1/2015		Τ	· · · · · · · · · · · · · · · · · · ·	1	200	200		5		150		
00	58	Storm Grate Replacements (Bike Improvements)	38	P	00		OIV.	1,112013	·				3				.			No
		from: io: Storm grate replacements for bike lane Improvements	And the second s			-							······································				· · · · · · · · · · · · · · · · · · ·			
<b> </b>				<del> </del>			Tot	als 1/1/2016		Ţ	I	1	5 20			5	5	15	ļ	
00		Future Bike Route Improvements Citywide	28	P	00		CIV	17 1720 10		<b>Anny procures</b>			20	20		and the same of th		13		No
		from; to: Future bike route improvements					T-4				-									· ·
00	60	Oles Wide	21	P	00		CN	als 1/1/2015					100		-	20	20	15 60		
		Street Lighting Citywide from: to: Street lighting					·			,	•	•		, ,		,	, ,			No
							Tot	als					100	100		20	20	60		

Report Date: May 14, 2012

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### Six Year Transportation Improvement Program

Agen	cy:	Califas													Г	rom	ZU	14	to ,	2019
Co. N City I		06         Co. Name:         Clark Co.           0145         MPO/RTPO:         RTC											earing ( mend D		6/3/20		Adoptic Resolut			
	T	Project Identification	T	Ι	1	T	Ţ		Project Costs in	Thousa	nds of [	ollars						_		ally Funded
ig ig	A. PIN/Federal Aid No. B. Bridge No.		le L		£,	Codes	l o	ψ Fund S			urce in	formatio	n				re Sched	ule	Projects Only	
ction	Priority Number	C. Project Title	ct Title		Length		hase		Federal Fundi	Funding					(Local Agency)				R/W	
Functional Class	P S	D. Street/Road Name or Number  E. Beginning MP or Road - Ending MP or Road  F. Describe Work to be Done	lmpro Tyt	35	Total	Utility	Project F	Phase Start	Federal Fund Code	Federal Cost by Phase	Fund	State Funds		Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	Required Date (MM/YY)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
02	61	NE 3rd Ave. Washougal River Bridge from: to: Seismic rating, scour critical, and fooling rehabilitation	14	Þ	0	-	ALL	1/1/2019	BR	800			200					1000	· · · · · · · · · · · · · · · · · · ·	No
<u> </u>				Gr	and To	tals f	or Ca	amas	*,	1,800		6,920	40,380	49,100	9,625	1890	4,165	33,420		<u></u>

Report Date: May 14, 2012

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appendices 2013\_

# 9. Appendices

### A. Six Year Form Instructions

### Heading

Agency

Enter name of the sponsoring agency.

County No. City No. Enter the assigned number (see LAG Appendix 21.44). Enter the assigned number (see LAG Appendix 21.45).

MPO/RTPO

Enter the name of the associated MPO (if located within urbanized area) or

RTPO (if located in a rural area).

Hearing Date

Enter the date of the public hearing.

Adoption Date Resolution No.

Enter the date this program was adopted by council or commission.

Enter Legislative Authority resolution number (if applicable.)

Amendment Date

Enter the date this program was amended by council or commission.

### Column Number

1. **Functional Classification**. Enter the appropriate 2-digit code denoting the Federal Functional Classification. (**Note:** The Federal Functional Classification must be one approved by FHWA.)

### Description

00- No Classification

Rural (< 5000 pop.)	<b>Urban</b> (> 5000 pop.)
01 - Interstate	11 - Interstate
02 - Principal Arterials	12 - Freeways & Expressways
06 - Minor Arterials	14 - Other Principal Arterials
07 - Major Collector	16 - Minor Arterial
08 - Minor Collector	17 - Collector
09 - Local Access	19 - Local Access

- 1. **Priority Numbers.** Enter local agency number identifying agency project priority (optional).
- 2. **Project Identification.** Enter (a) Federal Aid Number if previously assigned; (b) Bridge Number; (c) Project Title; (d) Street/Road Name or Number/Federal Route Number;
- (e) Beginning and Ending Termini (milepost or street names); and (f) Describe the Work to be Completed.
- 4. **Improvement Type Codes.** Enter the appropriate federal code number.

SEE APPENDIX A

- 5. **Funding Status.** Enter the funding status for the entire project or phase that describes the current status.
  - **S** Project is 'selected' by the appropriate selection body and funding has been secured by the lead agency.
  - **P** Project is subject to selection by an agency other than the lead and is listed for planning purposes. (Funding has **not** been determined.)
- 6. **Total Length.** Enter project length to the nearest hundredth (or code "**00**" if not applicable).
- 7. **Utility Code(s).** Enter the appropriate code letter(s) for the utilities that need to be relocated or are impacted by the construction project.

C - Cable TV

G - Gas

O - Other

P - Power

S - Sewer (other than agency-owned)

T - Telephone

W - Water

- 8. Project Phase. Select the appropriate phase code of the project.
- PE Preliminary Engineering, including Design (or Planning)

RW - Right of Way or land acquisition

CN - Construction only (or transit planning or equipment purchase)

ALL - All Phases: from Preliminary Engineering through Construction

- 9. **Phase Start Date.** Enter the *month/day/year* in MM/DD/YY format that the selected phase of the project is *actually* expected to start.
- 10. Federal Fund Code. Enter the Federal Fund code from the table.

### SEE APPENDIX C

- 11. **Federal Funds.** Enter the total federal cost (**in thousands**) of the phase regardless of when the funds will be spent.
- 12. **State Fund Code.** Enter the appropriate code for any of the listed state funds to be used on this project.

### SEE APPENDIX C

- 13. **State Funds.** Enter all funds from the State Agencies (**in thousands**) of the phase regardless of when the funds will be spent.
- 14. **Local Funds.** Enter all the funds from Local Agencies (**in thousands**) of the phase regardless of when the funds will be spent.

- 15. **Total Funds.** Enter the sum of columns 10, 12, and 14. (Auto-calculation in the "STIP Too" program.)
  - 16-19. Expenditure Schedule (1st, 2nd, 3rd, 4th thru 6th years). Enter the estimated expenditures (in thousands) of dollars by year. (For Local Agency use.)
  - 20. **Environmental Data Type.** Enter the type of environmental assessment that will be required for this project. (This is *"required"* for *Federally funded projects*, but may be filled in for state or locally funded projects.)

EIS - Environmental Impact Statement

EA - Environmental Assessment

CE - Categorical Exclusion

21. **R/W Certification.** Click **Y** if Right of Way acquisition is or will be required. If yes, enter R/W

Certification Date, if known. (This is "required" for Federally funded projects

# APPENDIX A IMPROVEMENT TYPE CODES

01	New Construction Roadway
03	Reconstruction, Added Capacity
04	Reconstruction, No Added Capacity
05	4R Maintenance Resurfacing
06	4R Maintenance - Restoration & Rehabilitation
07	4R Maintenance - Relocation
80	Bridge, New Construction
10	Bridge Replacement, Added Capacity
11	Bridge Replacement, No Added Capacity
13	Bridge Rehabilitation, Added Capacity
14	Bridge Rehabilitation, No Added Capacity
15	Preliminary Engineering
16	Right of Way
17	Construction Engineering
18	Planning
19	Research
20	Environmental Only
21	Safety
22	Rail/Highway Crossing
23	Transit
24	Traffic Management/Engineering - HOV
25	Vehicle Weight Enforcement Program
26	Ferry Boats
27	Administration
28	Facilities for Pedestrians and Bicycles
29	Acquisition of Scenic Easements and Scenic or Historic Sites
30	Scenic or Historic Highway Programs
31	Landscaping and Other Scenic Beautification
32	Historic Preservation
33	Rehab & Operation of Historic Transp. Buildings, Structures, Facilities
34	Preservation of Abandoned Railway Corridors
35	Control and Removal of Outdoor Advertising
36	Archaeological Planning & Research
37	Mitigation of Water Pollution due to Highway Runoff
38	Safety and Education for Pedestrians/Bicyclists
39	Establishment of Transportation Museums
40	Special Bridge
41	Youth Conservation Service
42	Training
43	Utilities
44	Other
45	Debt Service
47	Systematic Preventive Maintenance

### APPENDIX C FEDERAL FUND CODES

5307 FTA Urbanized Area Formula Program

5309(Bus) FTA Bus and Bus Facilities

5309(FG) FTA Fixed Guideway Modernization

5309(NS) FTA New Starts

5310 FTA Elderly Persons and Persons with Disabilities

5311 FTA Rural Area Formula Grants

5316 FTA Job Access & Reverse Commute Program (JARC)

5317 FTA New Freedom Program

**TIGGER Program** 

BIA Bureau of Indian Affairs

BR Bridge Replacement/Rehabilitation Program

CBI Coordinated Border Infrastructure

CDBG Community Development Block Grant (Dept. of Commerce)

CMAQ Congestion Mitigation and Air Quality

DEMO Demonstration Projects (High Priority, Sect. 112, 115, 117, 125 and 129)

Discretionary- FBD Ferry Boat Discretionary

Discretionary- IMD Interstate Maintenance Discretionary
Discretionary- ITS Intelligent Transportation Systems
Discretionary- PLH Public Lands Highways (Federal Lands)

Discretionary- SB Scenic Byways

Discretionary- STP Surface Transportation Priorities

Discretionary- TCSP Transportation, Community & System Preservation Program

DOD Department of Defense

FMSIB Freight Mobility Strategic Investment Board

IMInterstate MaintenanceIRRIndian Reservation RoadsNHSNational Highway SystemSRTSSafe Routes to Schools

STP Surface Transportation Program (WSDOT Use Only)

STP(E) Surface Trans. Program - Enhancements
STP(L) Surface Trans. Program - Legislative Earmarks

STP(S) Surface Trans. Program- Safety (Includes Highway) Safety Improvement

Program, Hazard Elimination, Railway/Highway Crossing Program and 2010-

15 County Road Safety Program)

STP(R) Surface Trans. Program - Rural Regionally Selected STP(U) Surface Trans. Program - Urban Regionally Selected

#### STATE FUND CODES

CRAB County Road Administration Board

FMSIB Freight Mobility Strategic Investment Board

PWTF Public Works Trust Fund SRTS Safe Routes to Schools

TIB Transportation Improvement Board
TPP Transportation Partnerships Program

WSDOT WSDOT funds

OTHER Any other state funds not listed



### AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: June 3, 7pm **COUNCIL MEETING** Consent Agenda (Yes No ) Regular meeting Agenda (Yes\_x\_ No\_\_) WORKSHOP MEETING (Yes No ) **DEPARTMENT: Human Resources** AGENDA ITEM TITLE: (keep the title short and concise) Resolution revising the City of Camas job description titled Public Works Project Manager AGENDA ITEM DETAILS/DESCRIPTION: (this area will contain the precise details, description and justification of the agenda item. This is also the area where you will add language about what you plan to present to Council): The title for this position is being revised to Project Manager and minor changes have been made in the job description - both of which more accurately reflect the duties. The salary scale for the position remains unchanged. RECOMMENDED ACTION: (if needed, this is the language that Council will use to make a motion) Recommend approval of the resolution and authorize the Mayor's signature. DEPARTMENT STAFF/PRESENTERS: (names of who will be giving the presentation at the meeting; can say there will not be anyone present at the meeting) Jennifer Gorsuch SUPPORTING DOCUMENTS (name): Project Manager

#### NOTE:

SUBMITTED BY:

- EMAIL "Agenda Item Submittal Form" to agenda@cityofcamas.us email in WORD .doc format by 5:00pm on the Tuesday prior to scheduled meeting.
- Place all supporting documents listed above in the G:\AgendaPrep\(your department folder) by same deadline.

# RESOLUTION NO. 127/

A RESOLUTION revising the job title and duties of the Public Works Project Manager.

### BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

### SECTION I

Effective June 1, 2013, the Public Works Project Manager job title shall be revised to Project Manager.

### **SECTION II**

Effective June 1, 2013, the job description for the Project Manager shall be per the attached Exhibit "A".

Adopted at a regular session of	the Council of the City of Camas and approved by the
Mayor this day of June, 2013.	
	SIGNED:
	Mayor
	ATTEST:
	Clerk
APPROVED as to form:	
	•

City Attorney

#### PROJECT MANAGER

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### JOB OBJECTIVES

Under general direction of the Engineering Manager and Community Development Director, to lead, oversee, direct and monitor the progress and assist in the execution of public and private infrastructure improvements and capital projects and the planning, scheduling, coordinating, tracking and administration thereof; to supervise and participate in the inspection and surveying of public and private infrastructure improvements; to review new community development plans for conformance with City standards; and to provide highly complex and administrative support to the Engineering Manager and Community Development Director.

### **ESSENTIAL FUNCTION STATEMENTS**

The following tasks are typical for positions in this classification. Any single position may not perform all of these tasks and/or may perform similar related tasks not listed here:

Monitor the progress and assist in the execution of private and public infrastructure or capital projects including project planning, scheduling, coordinating, tracking and administration; conduct preconstruction meetings as necessary; administer project from inception to completion including design, review, public meetings, bidding, construction management and project completion.

Serve as liaison with City staff, developers, engineers, consultants, local business owners, community groups, the general public and external agencies on proposed development projects; develop project scope, specifications and timelines; set priorities; assign work tasks and oversee the services of consultant staff; facilitate and ensure projects and issues are completed or resolved in a timely and efficient manner.

Determine preliminary estimate for project costs and develop budgets; forecast funds needed for contracted services, staffing, equipment, materials and supplies; develop cash flow schedule; monitor projects for compliance with approved budgets.

Supervise projects and participate in the inspection of projects; conduct preliminary field surveys and prepare engineering estimates for location and type of improvement.

Review engineering and architectural design and construction plans, drawings, specifications, contract documents, cost estimates and related documents prepared by consulting engineers, architects and contractors for compliance with professional and City standards and practices; negotiate change orders with contractors; coordinate reviews with other departments and agencies.

Oversee the services of professional consultants and contractors; determine project scope; prepare request for proposal and project specifications; review, evaluate and recommend consultant; negotiate contracts; monitor consultant services to ensure compliance with professional engineering standards, mandated rules and regulations, contractual obligations and approved budget.

#### CITY OF CAMAS Project Manager (Continued)

Coordinate project development and implementation activities with local and regional government public agencies and private business organizations with a mutual or cooperative interest in assigned projects; prepare and conduct presentations and other forums to communicate and present the City's capital improvement program goals and objectives.

Prepare a variety of business, technical and statistical correspondence including staff reports, contracts, funding applications, agreements, memoranda, meeting agendas, and related documents; utilize specialized business, engineering and software applications to develop and design maps, charts and graphics.

Serve as staff on a variety of boards, commissions and committees involved in the development, adoption and implementation of City and regional Capital Improvement projects; serve as City representative or advisor on assigned committees.

Provide information and assistance to the public, engineering consultants and other agencies regarding public works projects and operations.

Lead, plan and assist in the review of the work of employees; participate in the selection of engineering staff; ensure appropriate staff training; verify the work of assigned employees for accuracy, proper work methods, techniques and compliance with applicable standards; work with employees to correct deficiencies.:

Plan, direct and participate in scheduling, coordinating and assigning applicable projects to assigned employees

### **AUXILIARY FUNCTION STATEMENTS**

Design capital projects utilizing appropriate computer programs and software.

Follow all safety rules and procedures established for work area.

Perform related duties and responsibilities as required.

### **QUALIFICATIONS**

### Knowledge of:

Operations, services and activities of a comprehensive municipal capital improvement program.

Principles and practices of architecture.

Principles and practices of civil engineering.

Methods and techniques of land surveying.

Principles and practices of project management and administration including contract negotiation and budget development and control.

Methods, techniques, tools and equipment used in the construction of capital improvement projects.

Principles and practices of supervision and training.

Advanced mathematical principles as applied to engineering design.

# CITY OF CAMAS Project Manager (Continued)

Applicable codes and regulations governing the construction of public works projects.

Principles and practices of business correspondence and technical report preparation.

Municipal, legislative and government processes as they relate to capital improvement project design and construction.

Modern office procedures, methods and equipment including computers and supporting word processing, spreadsheet applications, and specialized architectural or engineering software programs.

Pertinent Federal, State and local laws, codes and regulations.

#### Ability to:

Provide independent project management support to the City's capital improvement program.

Monitor the progress of assigned projects and ensure completion according to established schedules.

Interpret and apply applicable Federal, State and local laws, codes and regulations.

Read and interpret plans, specifications and drawings.

Perform land surveying duties and prepare accurate calculations for construction designs.

Lead, organize and assist with the review of assigned staff.

Inspect public works projects for conformance with plans and specifications.

Prepare clear and concise administrative and technical reports.

Prepare contract specifications and scopes of work.

Prepare and negotiate fees.

Oversee the work of professional consultants and contractors.

Prepare, review, interpret and analyze architectural and engineering plans, drawings, specifications, contract documents, and capital improvement reports for conformance to professional standards and approved budgets.

Interpret and explain current and proposed projects to the business community and the general public.

Coordinate activities with internal and external agencies and commissions.

Serve as City representative on local and regional committees and commissions.

Perform accurate and complex mathematical calculations.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

#### **Education and Experience Guidelines**

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

### Education:

Equivalent to a Bachelors degree from an accredited college or university with major course work in civil engineering or a related field.

# CITY OF CAMAS Project Manager (Continued)

### Experience:

Four years of increasingly responsible professional engineering experience.

### License or Certificate

Possession of a valid driver's license"

### PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Office environment.

<u>Mobility:</u> Walking, standing or sitting for prolonged periods of time; extensive use of computer keyboard.

Vision: Visual acuity to read construction plans, specifications and drawings.

Other Factors: Incumbents may be required to work extended hours including evenings and weekends. Incumbents may be required to travel outside City boundaries to attend meetings.



### AGENDA ITEM SUBMITTAL FORM

**MEETING DATE/TIME:** June 3, 2013 **COUNCIL MEETING** Consent Agenda (Yes\_\_ No\_\_) (Yes\_X\_ No\_\_\_) Regular meeting Agenda **WORKSHOP MEETING** (Yes\_\_ No\_\_) **DEPARTMENT: Administration** AGENDA ITEM TITLE: Ratification of Finance Director Position AGENDA ITEM DETAILS/DESCRIPTION: The City Code requires the Mayor to hire the City's Finance Director, and that the decision be ratified by the City Council. On May 23, 2013, Mayor Higgins offered the Finance Director position to Cathy Huber Nickerson, effective July 8, 2013, and she accepted. (See attached employment agreement.) The purpose of this agenda item is to ratify the filling of the Finance Director position. RECOMMENDED ACTION: To ratify the Mayor's decision to fill the Finance Director position with Cathy Huber Nickerson. DEPARTMENT STAFF/PRESENTERS: Nina Regor, City Administrator SUPPORTING DOCUMENTS (name): Employment Agreement

### NOTE:

• EMAIL "Agenda Item Submittal Form" to agenda email in WORD .doc format by 5:00pm on the Tuesday prior to scheduled meeting.

SUBMITTED BY: Nina D. Regor, City Administrator

• Place all supporting documents listed above in the G:\AgendaPrep\(your department folder) by same deadline.



May 23, 2013

Office of the Mayor

Catherine Huber Nickerson 2229 NW 47th Avenue Camas, WA 98607

Re Employment Agreement

Dear Cathy,

On behalf of the City of Camas, it is my pleasure to submit this offer of employment to you to serve as Finance Director for the City. This agreement letter memorializes the terms of your employment, summarized as follows:

- Contingencies. All terms of this agreement are contingent on the final results of the City's reference checking. The appointment is subject to confirmation by the City Council.
- Salary. Your starting base salary will be \$9,161 per month (Step 7) for the position, which is the top of the range. Salary will be payable in accordance with normal payroll policy and practices. Your first performance review will take place at or around six months; however, since you will be hired at the top of the salary range, you will not be eligible for a pay increase at that time.
- Vacation. You will be provided with eighty (80) hours of vacation time at the commencement of your employment. There is no waiting period before you are able to use these hours. Your starting vacation accrual rate will be thirteen (13) hours per month in recognition of your previous related work experience, to be used in accordance with normal city policy and practices.
- Administrative Leave. As a Department Head, you will be eligible for eighty (80) hours per year of administrative leave. This position is not represented by a union and, as a professional, Director position, is exempt from the overtime provisions of the Fair Labor Standards Act. The initial leave is pro-rated for a partial year.
- Employee Benefits. You will be eligible for medical, dental, vision, life insurance and disability benefits as provided to other City employees. You may elect either the Regence or Kaiser health care plans, with the same options and deductions as are available to other department heads.
- Sick Leave. You will be provided with 5 days (40 hours) sick leave at the commencement of your employment. Sick leave will thereafter accrue at the rate of eight (8) hours per month. Sick leave use and accrual will be governed by normal City standards and policies.
- Phone Allowance. The City will reimburse you, through a taxable allowance, \$50/month for the specific purpose of obtaining/using a personal cellular phone which will be used for City business.

- <u>Retirement.</u> The City participates in the State of Washington public employee retirement system. You will be enrolled in that system and receive retirement benefits as provided by state law. The City does not contribute to a supplemental retirement plan on behalf of its employees.
- <u>Professional Dues and Professional Education.</u> Subject to budget constraints, the City will pay membership dues for standard professional associations and the fees for attendance at recognized conferences of professional organizations necessary for you to fully discharge your duties and responsibilities. Expenses for such activities will be subject to budget constraints and compliance with any relevant City fiscal, travel or training policies.
- Business Expenses. Subject to budget constraints and compliance with any relevant City policies, you will be reimbursed for expenses incurred while conducting City business.
- Performance Evaluations. You will receive performance evaluations at the end of six months and thereafter annually. Merit consideration for pay raises will be given once each year at the completion of your initial six months and annually thereafter until you have reached the top step of the salary range for the Finance Director position. Salary increase, if given, will be based on meritorious performance during each year employment. Since you are being hired at the top of the salary range, you will not be eligible for pay increases, except for those increases that adjust the salary range, e.g., cost of living adjustments (COLA).
- Start Date. Your start date will be Monday, July 8, 2013.
- Residence. You agree to establish a primary residence in the Camas community and pledge to participate in community affairs.
- <u>Supervision.</u> As the Finance Director, you will report to the City Administrator and it is expected that you will have an excellent and communicative relationship with her.

I am very excited about you joining the City as its Finance Director, and look forward to a mutually beneficial and rewarding experience. We look forward to your leadership of the quality Finance Department and your part in the City of Camas team.

Sincerely

AGREEMENT ACCEPTED

Scott Higgins, Mayor

City of Camas

Catherine Huber Nickerson

Date