

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

V. CONSENT AGENDA

- A. Approve the minutes of the April 1, 2013, Camas City Council Meeting and the work session minutes of April 1, 2013.
- B. Approve claim checks as approved by the Finance Committee
- C. Authorize the write-off of ambulance billings for March 2013, in the amount of \$63,728.18. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (submitted by Joan Durgin)
- D. Authorize the write-off of the remaining late fees/turn off fees for three Renaissance Homes irrigation accounts in the amount of \$66.00 each. Renaissance Homes was sent to collection for non-payment of three irrigation accounts in the Hunter's Ridge Subdivision. They declared bankruptcy in 2009 and conveyed the properties to Columbia River Bank in lieu of foreclosure. All irrigation water charges have been paid for these accounts with the exception of late fees/turn off fees. (submitted by Joan Durgin)
- E. Authorize Mayor to sign the Community Development Block Grant (CDBG) Agreement Modification No. 1 for Project P-874A Louis Bloch Park Restroom Improvements. Camas and Clark County staffs propose a modification to the current CDBG Agreement. Modification No. 1 will extend the existing contract from March 31, 2013, to July 31, 2013. The extension is required to correspond with our existing construction schedule. Construction of the project was delayed because we rejected the bids for our initial bid. The plans were modified and the project was rebid a second time resulting in a delayed construction schedule. This project is budgeted and fully funded by a CDBG (submitted by James Hodges).
- F. Approve and Authorize Mayor to sign the Burlington Northern Sante Fe (BNSF) Pipeline License for steel casing installation for Project WS-714 24" Sanitary Transmission Main. The new 24" Sanitary Transmission Main Pipeline Project will

cross the BNSF railroad tracks just north of the intersection of SE 6th Avenue and SE Polk Street. The crossing requires installation of a 36" diameter steel casing below the existing railroad tracks. Installation of the 36" diameter casing and the 24" diameter pipe inside the casing requires Camas to execute a pipeline license agreement with Jones Lang LaSalle Brokerage, Inc., a firm representing BNSF. The one-time fee for acquiring the Pipeline License Agreement will be between \$3,600.00 and \$4,750.00. This project is budgeted and fully funded by a \$3.7 million Public Works Trust Fund Loan (submitted by James Hodges).

- G. Authorize Pay Estimate No. 1 for Project S-545 NW 38th Avenue/SE 20th Street Improvements, Phase No. 1 to Tapani, Inc., in the amount of \$396,353.10. The pay estimate is for work completed from March 4, 2013 through March 29, 2013 (submitted by Anita Ashton).
- H. Authorize the submittal of the 2013 Transportation Alternatives Program (TAP) Grant Application to the Regional Transportation Council (RTC). The RTC has put out a call for applications for the 2013 TAP grant program which are due April 24, 2013. This item was discussed at the March 4, 2013, Council Workshop. The project would complete a pedestrian link on NW 18th Avenue from NW Beech Street to SE 201st Street on the south side of the roadway. The preliminary estimate for the project is \$250,500. If successful, the City would commit to design in 2013 and construct in 2014. The \$4,800 (2013) grant match requirement can be met with a combination of the \$2500 private commitment from Knights Pointe Estates Homeowners Association and existing budget authority by redirecting a portion of Storm Utility and Street Budget. The \$50,500 (2014) construction match will need to be budgeted through a combination of Storm Utility, Street Fund and or Real Estate Excise Tax (REET) contributions. The attached document is a rough draft. Additional edits will be added prior to submittal. A change to budget or scope is not anticipated (submitted by Eric Levison).
- I. Authorize Bid Award for Project P-862A1 Lacamas Lake Lodge Fuel Tank Removal to the lowest responsive bidder 3 Kings Environmental in the amount of \$5,251.98. This project will remove an abandoned fuel tank found during the environmental assessment of the Lacamas Lake Lodge property in accordance with state law.
- J. Authorize Mayor to sign a contract amendment with AKS Engineering for phase 1 of the Forest Management Plan timber sale. This amendment provides for management of the timber sale and reforestation requirements. It also includes additional survey work for the Jones Creek road easement in preparation for phase 2 of the Forest Management Plan. The contract amendment is in the amount of \$49,000 (submitted by Eric Levison).
- K. Authorize Pay Estimate No. 4 for Project P-874A Louis Bloch Park Restroom Improvements to Michael Green Construction Inc., in the amount of \$17,632.29. The pay estimate is for work completed through April 5, 2013. This project is budgeted and fully funded by a CDBG (submitted by James Hodges).
- L. Authorize Mayor to sign a professional service contract amendment with FCSG in the amount of \$85,330 for a utility rate study. This contract will provide a utility rate analysis for the water, sewer, storm and sanitation utilities. The scope includes a

revenue requirement analysis for all four utilities and a cost of service study for the water and sewer utilities. The scope also includes alternative service options for the sanitation utility. The current budget allocates \$60,000 for the study. The remaining \$25,330 of the funding will come from the utility funds by reallocating existing budget authority (submitted by Eric Levison).

M. Authorize Bid Award for Project P-885 Scout Hall Asbestos Abatement to the lowest responsive bidder. Bid tabulations will be available Monday, April 15, 2013. During an inspection of the floor damage at Scout Hall, located in Crown Park, suspected asbestos material was discovered. The hall was closed for use and the material was tested. The test came back positive for asbestos containing material. A bid to abate the material will be opened Monday the 15th. The staff estimate is \$3,000. Upon removal, staff will repair the flooring system estimated in the range of \$2,000 to \$5,000, dependent on structural inspection. Costs associated with this project are covered under the Real Estate Excise Tax (REET) 2 Growth Management Act (GMA) budget of \$50,000 for general parks (submitted by Eric Levison).

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

VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

VII. MAYOR

- A. Announcements
- B. Appointment to Planning Commission
- C. Appointment to Lodging Tax Advisory Committee

VIII. FIRE

- A. Oath of Office for New Firefighter Mitch Marling
 - 1. Details: New firefighter Mitch Marling to take the oath of office from the Mayor. Department/Presenter: Nick Swinhart, Fire Chief

IX. LIBRARY

- A. Ordinance No. 2673 Granting Sawtooth Technologies, LLC a Franchise to Operate a Fiber Optic Network
 - 1. Details: This franchise is beneficial to the library and the city. James Carothers, Engineering Manager and David Zavortink, Library Director presented details of this at previous Council workshops. David Zavortink will be available to assist with questions.

Department/Presenter: David Zavortink, Library Director Recommended Action: Adopt Ordinance No. 2673

X. EXECUTIVE SESSION

A. Labor Relations

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 WORKSHOP MEETING MINUTES - Draft Monday, April 01, 2013 at 4:30 p.m. Camas City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

Mayor pro tem Don Chaney called the meeting to order at 4:30 p.m.

II. ROLL CALL

- Present: Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen (arrived at 4:43 p.m.), Steve Hogan, Shannon Turk
- Excused: Melissa Smith
- Staff: Kristin Berquist, Sherry Coulter, Joan Durgin, James Hodges, Mitch Lackey, Eric Levison, Nina Regor, and Nick Swinhart
- Press: Heather Acheson, Camas-Washougal Post Record

III. PUBLIC COMMENTS

Chris Kralik, 631 NW 18th Loop, Camas, WA, commented about the quality of the audio recording of the March 18th meetings.

IV. COMMUNITY DEVELOPMENT DEPARTMENT

A. Washington State Department of Transportation (WSDOT) SR-14 Detour Agreement

Details: WSDOT has requested to detour traffic through Camas during a required inspection of the West Camas Slough Bridge on SR-14. This inspection will require the eastbound lane to be closed for two separate five-hour periods. WSDOT and Camas staff has determined that the best hours for these detours are Saturday, April 13th and Sunday, April 14th from 5 a.m. to 10 a.m. The detour route will include NW 6th Avenue, NE 6th Avenue, NE Adams Street, and NE 3rd Avenue. From NE 3rd and Dallas Street, the detour route will follow SR-500 eastbound back to SR-14. A detour agreement is required. This Agreement and the conditions thereto have been reviewed by Fire, Police, Public Works, and Community Development Staff.

Department/Presenter: Eric Levison, Public Works Director

This item is included in the consent agenda for tonight's regular meeting.

SR-14 Detour Agreement_3-20-13 S

B. P-874 Louis Bloch Park Restroom Improvements - Community Development Block Grant (CDBG) Agreement Modification No. 1

Details: Camas Staff and Clark County Staff have proposed a modification to our current CDBG Agreement for Project P-874A - Louis Bloch Park Restroom Improvements. Modification No. 1 would extend the existing contract from March 31, 2013, to July 31, 2013. The extension is required to correspond with our existing construction schedule. Construction of the project was delayed because we rejected the bids for our initial bid. The plans were modified and the project was rebid a second time resulting in a delayed construction schedule. This project was budgeted and fully funded by a CDBG grant.

Department/Presenter: Eric Levison, Public Works Director

This item will be included on the April 15, 2013, Council Consent Agenda.

CDBG Mod 1 So

C. Burlington Northern Sante Fe (BNSF) Pipeline License for Steel Casing Installation for Project WS-714 24" Sewage Transmission Main

Details: The new 24" Sanitary Transmission Main Pipeline project will cross the BNSF railroad tracks just north of the intersection of SE Sixth Avenue and SE Polk Street. The crossing requires the installation of a 36" diameter steel casing below the existing railroad tracks. Installation of the 36" diameter casing and 24" diameter pipe inside the casing requires Camas to execute a Pipeline License Agreement with Jones Lang LaSalle Brokerage, Inc., a firm representing BNSF. The one-time fee for acquiring the Pipeline License Agreement will be between \$3,600 and \$4,750. This project is budgeted and fully funded by a \$3.7 million Public Works Trust Fund (PWTF) Loan.

Department/Presenter: Eric Levison, Public Works Director

This item will be on the April 15, 2013, Council Consent Agenda.

Pipeline License 1 📎

D. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items.

Department/Presenter: Eric Levison, Public Works Director

There were no miscellaneous or emergent items.

V. PUBLIC WORKS DEPARTMENT

A. Jones/Boulder Forest Management Plan Update

Details: Staff is preparing to submit the Forest Practice Application to initiate the first phase of the Management Plan. We are also working to secure permanent easements to access the property for this phase and future phases of the plan.

Department/Presenter: Eric Levison, Public Works Director

This item will be on a future consent agenda to authorize Mayor to accept or reject bids for the first phase of the Forest Practices Management Plan.

B. Utility Rate Study Update

Details: FCS Group has been selected to provide a scope to evaluate the Water, Sewer, Storm and Sanitation utility rates. Staff anticipates that a contract will be ready for Council review at the April 15th meeting. This is a budgeted item.

Department/Presenter: Eric Levison, Public Works Director

Levison asked Council for their concerns or questions regarding the contract's scope in evaluating water, sewer, storm and sanitation utility rates. Dietzman asked that staff write a synopsis of how winter water rates are used to figure sewer rates. Levison said that staff would quantify the sewer rates and the options for sanitary rates and present a staff report during the April 15th Council Workshop. The new FCS Group Contract will be included on the April 15th or May 1st Consent Agenda.

C. Master Sign Permit Application

Details: The Public Works Department has submitted an application for a Master Sign Permit in accordance with Camas Municipal Code 18.15.070. The permit will cover the five locations where our "Camas Does it Right" recycle signs currently exist. The permit will allow City event promotion, such as. Boo Bash, Hometown Holidays, Park and Recreation events along with a general Camas banner. In addition to City events, the Camas School District has requested to be added to the permit to allow for a Camas pride banner to promote school athletics.

Department/Presenter: Eric Levison, Public Works Director

Camas High School 🤝

D. Pavement Management Plan Update

Details: Work is complete on the Pavement Management Plan including the street condition inventory. Staff will be presenting the findings at the April 15th Workshop.

Department/Presenter: Eric Levison, Public Works Director

An executive summary of the Pavement Management Study will be attached to an email sent to Council this week. Joel Condor of Capital Assets will give a presentation during the April 15th Workshop Meeting.

E. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items.

Department/Presenter: Eric Levison, Public Works Director

Levison reported that the Camas Moose Lodge was demolished today. City crews removed the building in preparation for the construction of Lacamas Lake Lodge. Levison relayed a special thanks to the City of Vancouver for loaning Camas their drop boxes which reduced the cost of the project. Levison said that Denis Ryan, P.W. Operations Supervisor, did an excellent job of organizing the demolition and removal of the building. Council member Hazen also expressed a sense of pride in a job well done. A sign has been erected to advertise the new facility, Lacamas Lake Lodge.

VI. CITY ADMINISTRATION

A. Miscellaneous and Scheduling

Details: Updates on miscellaneous or scheduling items

Department/Presenter: Nina Regor, City Administrator

Regor commented on five subjects: the C-Tran Representative for Camas and Washougal, Washougal Council Member Connie Jo Freeman, will be attending the April 15th Workshop; the status of staff comments on the Draft Environmental Impact Statement (DEIS) for the Bonneville Power Administration (BPA) I-5 Corridor Reinforcement Project; the specifics of City Administrator Lloyd Halverson's retirement; the status of the recruitment for a new Finance Director; and the availability of the Camas Police Department's 2012 Annual Report.

Regor distributed a handout to City Council prior to the meeting and made it available to the public. The handout was a summary report by Lloyd Halverson, City Administrator, and it summarized the contacts that have been made by Camas staff with the federal elected officials regarding the BPA transmission line that is routed through an urbanized scenic corridor in Camas.

VII. COUNCIL COMMENTS AND REPORTS

Hogan attended the Employee Appreciation Event and expressed his concern about the effects of coal train cars hauling coal through Camas.

Turk attended the employee event and a ribbon cutting for a downtown business.

Dietzman commented that C-Tran meetings will soon be available on CVTV which will necessitate a location change for the meetings.

Hazen said the Parks Commission meeting has been cancelled and that he attended the employee event.

Anderson said he is looking forward to the discussion with the C-Tran representative.

Chaney expressed his appreciation for Finance Director Joan Durgin and the excellent work she has done.

VIII. PUBLIC COMMENTS

Ken Hadley, 4011 F Circle, Washougal, WA asked when the current utility rates will expire and Levison responded.

Chris Kralik, 6301 NW 18th Loop, Camas, WA, expressed his concern for exporting coal through Camas.

John Wagoner, P.O. Box 852, Camas, WA, attended a coal symposium and commented about the need for a coordinated effort to oppose transporting coal through Camas and Washougal on the federal level.

IX. ADJOURNMENT

The meeting adjourned at 5:20 p.m.

Quick Preview of Agenda and Supporting Documents - Posted 3-27-13

Preview of Agenda and Supporting Documents Sol

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.

Mayor

City Clerk



CITY COUNCIL REGULAR MEETING MINUTES - Draft Monday, April 01, 2013 at 7:00 p.m. Camas City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

Mayor pro tem Chaney called the meeting to order at 7 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

- Present: Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan, and Shannon Turk
- Excused: Melissa Smith
- Staff: Kristin Berquist, Sherry Coulter, Joan Durgin, Jennifer Gorsuch, Roger Knapp, Eric Levison, Nina Regor, and David Zavortink

Press: The press was not present.

IV. PUBLIC COMMENTS

There were no comments from the public.

V. CONSENT AGENDA

A. Approve the minutes of the March 18, 2013, Camas City Council Meeting and the work session minutes of March 18, 2013

City Council Meeting 3-18-2013 Solution

City Council Workshop 3-18-2013 Solution

- **B.** Approve claim checks 116655 116780, in the amount of \$1,528,143.13 as approved by the Finance Committee
- C. Authorize Mayor to execute the contract for Project SS-579A 2013 NW Leadbetter Drive and Grass Valley Park Wetland Maintenance Award to the lowest responsive bidder, Sound Native Plants, in the amount of \$12,149.24. The original project was evaluated and rebid for removal of invasive species only. This amount is \$1,759.27 over the Engineer's Estimate, but within the budgeted amount. (submitted by Anita Ashton)

SS-579 Signed Bid Tab

D. Approve Pay Estimate No. 2 for Project WS-713 Wastewater Treatment Facilities (WWTF) Improvements, Phase 2B, in the amount of \$360,739.36 to Contractors Northwest, Inc. for work completed through March 21, 2013. This project is budgeted and fully funded. (submitted by James Hodges)

WS-713 Pay Est 2

E. Authorize the Mayor to sign Detour Agreement HRD 40082 with the Washington State Department of Transportation (WSDOT). WSDOT is requesting to detour traffic through Camas during a required inspection of the West Camas Slough Bridge on SR-14. This inspection will require the eastbound lane to be closed for two separate five-hour periods. WSDOT and Camas staffs have determined that the best hours for these detours are Saturday, April 13th and Sunday, April 14th from 5 a.m. to 10 a.m. The detour route will include NW 6th Avenue, NE 6th Avenue, NE Adams Street, and NE 3rd Avenue. From NE 3rd and Dallas Street, the detour route will follow SR-500 eastbound back to SR-14. A detour agreement is required. This Agreement and the conditions thereto have been reviewed by Fire, Police, Public works, and Community Development Staff. (submitted by James Carothers)

SR-14 Detour Agreement

F. Authorize the Finance Director to acknowledge and issue a School Impact Fee credit voucher for the specified amount to Hills at Round Lake (HARL) Development. The Camas School District has approved the attached Resolution No. 117 authorizing a partial credit in the amount of \$302,778.71. This is the fourth partial credit associated with the project. The last credit was approved by Council at the March 5, 2012 meeting in the amount of \$427,512. A final credit will be issued at a future date when all of the conditions of the agreement between HARL and the Camas School District have been completed. The total of all credits shall not exceed \$1,137,000. The School Impact Fee is a passthrough fee that is collected by the City of Camas at the time of building permit issuance and is remitted back to the School District. Camas Municipal Code (CMC) 3.88.140 (5)(B) states: For school impact fees, no credit shall be granted until the School Board adopts a resolution certifying that the eligible improvements have been designed or engineered or constructed and accepted by the school board, or that the land has been dedicated and accepted by the school board. The resolution shall further identify the dollar amount of the credit and the developer to whom the credit should be issued. (submitted by Eric Levison)

Resolution 117

It was moved by Greg Anderson, seconded by Linda Dietzman to approve the Consent Agenda. The motion carried unanimously. NOTE: Any item on the Consent Agenda may be removed from the Consent Agenda for general discussion or action.

VI. NON-AGENDA ITEMS

A. Staff

There were no comments from staff.

B. Council

Hogan noted that First Friday was this week (April 5th) and encouraged attendance.

VII. MAYOR

A. Announcements

There were no announcements from Mayor pro-tem Chaney.

VIII. COMMUNITY DEVELOPMENT

A. Final Plat of Hidden Leaf II (file no. FP13-01)

Details: The applicant has satisfactorily met all requirements in accordance with CMC§17.21.060

Department/Presenter: Eric Levison, Public Works Director

Hidden Leaf 2 Final Plat Staff Report (also provided for March 18 workshop)

Hidden Leaf 2 Final Plat Drawing 🤝

It was moved by Greg Anderson, seconded by Steve Hogan to approve the Final Plat of Hidden Leaf II (file no. FP13-01). The motion carried unanimously.

B. Community Development Block Grant (CDBG) Agreement for Project P-881 Community Center Parking Property Acquisition

Details: The City of Camas has been awarded a \$30,000 CDBG to partially fund acquisition of property located at 717 SE Polk Street. The parcel is vacant and will be used as overflow parking for the Camas Community Center. This item was first introduced at the March 4th Council Workshop with more detailed discussion occurring at the March 18th Council Workshop. The subject parcel is owned by the Friends of the Camas Community Center. Purchase of the property will require about \$30,000 of additional funding from the adopted Growth Management Act (GMA) Capital Projects Fund Budget. The Draft Agreement introduced in prior workshops has been updated to a final draft by Clark County staff and is attached. Changes include the repayment requirements of the grant

money as previously explained to Council, which may be found in the PROMMISSORY NOTE, DEED OF TRUST AND COVENANT section on page 17, and more specific details regarding the property description in the PROJECT DESCRIPTION section on Page 2.

Department/Presenter: Nina Regor, City Administrator

Grant Agreement 3-21-2013 Solution

It was moved by Shannon Turk, seconded by Greg Anderson to approve the CDBG Grant Agreement for Project P-881 Community Center Parking Property Acquisition. It was noted that the contractor fiscal contact name on the first page may change. The motion carried unanimously.

IX. FINANCE

A. Ordinance No. 2673 Granting Sawtooth Technologies, LLC, a Franchise to Operate a Fiber Optic Network

Mayor pro tem Chaney pulled this agenda item, Ordinance No. 2673.

Details: This franchise will be beneficial to our library and James Carothers, Engineering Manager, presented details of this at the March 18, 2013, Council Workshop. Joan Durgin was available to assist with questions.

Department/Presenter: Joan Durgin, Finance Director

Sawtooth Fiber Optic Ordinance 📎

X. HUMAN RESOURCES

A. Resolution No. 1269 Creating the Positions Entitled Police Records Clerk/Dispatcher I, Police Records Clerk/Dispatcher II and Lead Police Records Clerk

Details: This item was previously presented to Council at the March 18, 2013, Workshop. This resolution will create the above named positions and set the salary schedules.

Department/Presenter: Jennifer Gorsuch, Human Resources Director

Police Department Positions

It was moved by Steve Hogan, seconded by Greg Anderson that Resolution No. 1269 be read by title only. The motion carried unanimously.

It was moved by Steve Hogan, seconded by Linda Dietzman that Resolution No. 1269 be adopted. The motion carried unanimously.

XI. ADJOURNMENT

The meeting adjourned at 7:09 p.m.

NOTE: The City of Camas welcomes and encourages the participation of all of its citizens during 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 3-27-2013

Preview of Agenda and Supporting Documents

Mayor

City Clerk



March 27, 2013

Columbia Collectors Inc. PO Box 848 Vancouver, WA 98666

Attn Mindy Johnson:

Renaissance Custom Homes, LLC filed Chapter 11 on September 25, 2008. Renaissance's plan of reorganization was approved December 21, 2009 and became effective as of January 1, 2010. Part of the plan was to provide deeds in lieu of foreclosure to the corresponding lenders for properties Renaissance held prior to filing the Chapter 11. Columbia River Bank received the deeds to the property known as Hunter Ridge estates in Camas, WA effective December 31, 2009. From that point forward, Columbia River Bank controlled the property. I have enclosed copies of the confirmed plan of reorganization and copies of the deeds in lieu. Please let me know if you have any additional questions. Thank you.

lan t

Marc Hartman Renaissance Custom Homes, LLC Enc.

Lake Oswego, OR 97035

Utility Billing Account History Report

pobrien

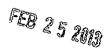
City of Camas

04/06/2012 - 11:07:AM

User Name:

City Name:

Printed:





Account Status:DeleteConnect Date:09/27/2008 Final Date:01/25/2011Customer Name:RENAISSANCE CUSTOM HOMES LLC - COLLECTION ACCTCustomer Address:16771 BOONES FERRY RD
LAKE OSWEGO, OR 97035-4213Home Phone:(503) 636-5600 Ext.Business Phone:() -Customer Number:030000 000Reference Number:

Total Acct Balance:66.00Deposits:0.00Refunds:0.00Owner name:HUNTER RIDGE ESTATES HOAService Address:NW ASTOR ST - IRRIGATION

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Tran Date	Tran Type	Amount	Description	Water	Sewer	Garbage	Recycle	Mise	Penalty	Storm	
		<u> </u>	Current Balance By Service	0.00	0.00	0.00	0.00	0.00	66.00	0.00	0.00
06/22/2011	Adjustment	-99.15	Tran Bal to Active 32127	-99.15							
01/25/2011	Balance	165.15	than Dal to menve 52127	99.15					66.00		
01/25/2011	Billing	1.04		1.04					00.00		
01/24/2011	Balance	164.11		98.11					66.00		
01/24/2011	Billing	15.08		15.08					00.00		
01/19/2011	Adjustment	35.00	Turn Off List						35.00		
01/19/2011	Letter	0.00	Doorhanger #2 - Turn Off								
01/11/2011	Adjustment	17.00	Door Hanger						17.00		
01/11/2011	Letter	0.00	Doorhanger #2 - Turn Off								
12/20/2010	Adjustment	14.00	Late Fee						14.00		
12/20/2010	Letter	0.00	Past Due Statement 3 / Gen								
11/19/2010	Balance	83.03		83.03							
11/19/2010	Billing	83.03		83.03							
09/30/2010	Payment	-116.25		-116.25							
09/21/2010	Balance	116.25		116.25							
09/21/2010	Billing	116.25		116.25							
08/02/2010	Payment	-1.01		-1.01							
07/21/2010	Balance	1.01		1.01							
07/21/2010	Billing	10.1		1.01							
05/19/2010	Balance	0.00									
05/19/2010	Billing	0.00									
03/22/2010	Balance	0.00							•		
03/22/2010	Billing	0.00									
01/20/2010	Balance	0.00									
01/20/2010	Billing	0.00									

Utility Billing Account History Report

pobrien

City of Camas

User Name:

City Name:

FEB 2 5 2013



Printed:	04/06/2012 - 11:03:AM
Account Status: Connect Date:	Delete 09/27/2008 Final Date: 01/25/2011
Customer Name:	RENAISSANCE CUSTOM HOMES LLC - COLLECTION ACCT
Customer Address:	16771 BOONES FERRY RD
	LAKE OSWEGO, OR 97035-4213
Home Phone:	() - Ext.
Business Phone:	(503) 636-5600 Ext.
Customer Number:	029999 000 Reference Number:

 Total Acct Balance:
 66.00

 Deposits:
 0.00
 Refunds:
 0.00

 Owner name:
 HUNTER RIDGE ESTATES HOA
 Service Address:
 NW 17TH & VALLEY ST - IRRIGATION

Tran Date	Тган Туре	Amount	Description	Water	Sewer	Garbage	Recycle	Misc	Penalty	Storm	
			Current Balance By Service	0.00	0.00	0.00	0.00	0.00	66.00	0.00	0.00
06/22/2011	Adjustment	-91.60	Tran Bal to Active 32129	-91.60							
01/25/2011	Balance	157.60	That Sar to receive 52125	91.60					66.00		
01/25/2011	Billing	1.04		1.04					00.00		
01/24/2011	Balance	156.56		90.56					66.00		
01/24/2011	Billing	15.08		15.08					00.00		
01/19/2011	Adjustment	35.00	Turn Off List	10.00					35.00		
01/19/2011	Letter	0.00	Doorhanger #2 - Turn Off						50.00		
01/11/2011	Adjustment	17.00	Door Hanger						17.00		
01/11/2011	Letter	0.00	Doorhanger #2 - Turn Off						• / / • •		
12/20/2010	Letter	0.00	Past Due Statement 3 / Gen								
12/20/2010	Adjustment	14.00	Late Fee						14.00		
11/19/2010	Balance	75.48		75.48							
11/19/2010	Billing	75.48		75.48							
09/30/2010	Payment	-18.72		-18.72							
09/21/2010	Balance	18.72		18.72							
09/21/2010	Billing	92.09		92.09							
07/21/2010	Balance	-73.37		-73.37							
07/21/2010	Billing	1.01		1.01							
05/19/2010	Balance	-74.38		-74.38							
05/19/2010	Billing	0.00									
03/22/2010	Balance	-74.38		-74.38							
03/22/2010	Billing	0.00	<i>ä</i> .								
01/20/2010	Balance	-74.38	-	-74.38							
01/20/2010	Billing	0.00									
11/19/2009	Balance	-74.38		-74.38							

UB - Account History List (Printed: 04/06/2012 - 11:03:AM)

Utility Billing Account History Report

pobrien

User Name:

FEB 2 5 2013



City Name: City of Camas 04/06/2012 - 11:06:AM Printed: Account Status: Delete 09/27/2008 Final Date: 01/25/2011 Connect Date: Customer Name: **RENAISSANCE CUSTOM HOMES LLC - COLLECTION ACCT** Customer Address: 16771 BOONES FERRY RD LAKE OSWEGO, OR 97035-4213 Home-Phone: (503) 636-5600 Ext. () -**Business Phone:** Ext. Customer Number: 030001 000 **Reference Number:**

 Total Acct Balance:
 66.00

 Deposits:
 0.00

 Owner name:
 HUNTER RIDGE ESTATES HOA

 Service Address:
 NW 16TH AVE - IRRIGATION

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Tran Date	Tran Type	Amount	Description	Water	Sewer	Garbage	Recycle	Misc	Penalty	Storm	
			Current Balance By Service	0.00	0.00	0.00	0.00	0.00	66.00	0.00	0.00
06/22/2011	Adjustment	-153.51	Tran Bal to Active	-153.51							
01/25/2011	Balance	219.51		153.51					66.00		
01/25/2011	Billing	1.04		1.04							
01/24/2011	Balance	218.47		152.47					66.00		
01/24/2011	Billing	22.63		22.63							
01/19/2011	Adjustment	35.00	Turn Off List						35.00		
01/19/2011	Letter	0.00	Doorhanger #2 - Turn Off								
01/11/2011	Adjustment	17.00	Door Hanger						17.00		
01/11/2011	Letter	0.00	Doorhanger #2 - Turn Off								
12/20/2010	Adjustment	14.00	Late Fee						14.00		
12/20/2010	Letter	0.00	Past Due Statement 3 / Gen								
11/19/2010	Balance	129.84		129.84							
11/19/2010	Billing	129.84		129.84							
09/30/2010	Payment	-50.59		-50.59							
09/21/2010	Balance	50.59		50.59							
09/21/2010	Billing	119.27		119.27							
07/21/2010	Balance	-68.68		-68.68							
07/21/2010	Billing	1.01		1.01	;						
05/19/2010	Balance	-69.69		-69.69							
05/19/2010	Billing	0.00									
03/22/2010	Balance	-69.69		-69.69							
03/22/2010	Billing	0.00									
01/20/2010	Balance	-69.69		-69.69							
01/20/2010	Billing	0.00									
11/19/2009	Balance	-69.69		-69.69							

UB - Account History List (Printed: 04/06/2012 - 11:06:AM)

Modification of CDBG Agreement between

CLARK COUNTY, WASHINGTON and

CITY OF CAMAS

P O Box 1055 Camas, WA 98607

For

Louis Bloch Park Restroom Improvements

THE CDBG AGREEMENT entered into between Clark County, by and through its Department of Community Services, hereinafter referred to as the County, and the City of Camas, hereinafter referred to as the Contractor, is hereby modified as follows:

WITNESSETH:

WHEREAS, the parties entered into a CDBG Agreement for the period of June 5, 2012 through March 31, 2013 for the Louis Bloch Park Restroom Improvements; and

WHEREAS, the County has budgeted CDBG funds for the project through Fund 1939 (CFDA 14.218);

NOW, THEREFORE, in consideration of payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and agree as follows:

- I. MODIFICATIONS:
 - A. The contract end date is extended from March 31, 2013 to July 31, 2013. The period of performance end date is extended from February 28, 2013 to May 31, 2013.
 - B. The project timeline is adjusted as shown on the revised Project Schedule.
 - C. The City will work with the County to establish a link on the City's website to the County's Fair Housing website.
 - D. These modifications do not alter nor nullify any of the remaining provisions of the original Contract.

II. REASONS FOR MODIFICATIONS:

The City requested a contract extension because the design and request for bids phases had to be re-done after the initial bids came in over estimates. Construction of the restroom is also taking longer than anticipated due to weather factors.

III. ENTIRE AGREEMENT:

This modification incorporates the original Contract and previous modifications by reference. The parties agree that the original Contract, the previous modifications, and this modification are the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, any modifications of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract modification to be executed by the dates and signatures hereunder affixed.

Title

Date

FOR CLARK COUNTY:

FOR THE CONTRACTOR:

Bill Barron, County Administrator

Signature

Date

APPROVAL AS TO FORM ONLY:

<u>Charles Andres</u>

Deputy Prosecuting Attorney

STATEMENT OF WORK CITY of CAMAS LOUIS BLOCH RESTROOM IMPROVEMENT PROJECT

PROJECT DESCRIPTION

This project will construct a public restroom facility and other related items at Louis Bloch Park. The new restroom will be modest in size and design, but will provide a "basic need" where a portable Sani-can toilet currently exists. The park will be improved to meet current Camas standards for public parks.

The new restroom will be a concrete block structure, with a concrete floor and a pitched metal roof. It will include two separate ADA compliant unisex restrooms. Each will serve one user at a time, but will have adequate room for a parent to assist their child.

The new restroom facility will serve numerous Downtown Neighborhood families that use the park year-round. This includes families that live in nearby apartments that have no other area for outside play, and older children that walk or ride to the park to meet their friends and to use the play structures. Adults also use the park as a central gathering place to meet and visit with one another.

The project is located at E. First Avenue near SE Cramer Lane in Camas, WA.

In consideration of the benefits to be derived from this Contract, the County agrees to provide CDBG funds to the Contractor for the project described herein and in the Contractor's proposal and according to the project budget and terms in this Contract. The Contractor shall follow the procedures contained in the current edition of the Clark County CDBG Procedures Manual. In the event the Contractor fails to follow these procedures, the County may treat such as a breach of this Contract which shall be handled according to the Corrective Action section in the Basic Interagency Agreement.

PERIOD OF PERFORMANCE, CONTRACT PERIOD AND EXPENDITURE SCHEDULE A. The Contract period is **June 5**, 2012 through **July 31**, 2013.

B. The Period of Performance is June 5, 2012 through May 31, 2013. All services must be provided, all CDBG funds shall be expended, and all billable costs incurred within the Period of Performance. Billings shall be submitted in accordance with the schedule in the Payment Procedures section of the Special Terms and Conditions. The Contractor shall have until the final day of the Contract period to submit reports and complete non-billable end of contract activities.

PROJECT BUDGET

The County will provide the Contractor with funds in an amount not to exceed the amount shown on the Agreement face sheet and on the Budget Summary for purposes of completing the project described above. The use of these funds shall be expressly limited to the activities described in this Agreement.

PAYMENT PROVISIONS

- 1. The County will pay the Contractor on a cost reimbursement basis. The Contractor shall submit an invoice, including a quarterly summary of program progress and accomplishments, and other required documentation. The invoice shall include the following:
 - a. A summary of expenses incurred in support of all cost reimbursement statements of work, by statement of work number, and accompanied by general ledger detail. However, the Statement of Work contains details of the specific billable items for this Contract and some of the requirements below may not apply.
 - i. For direct costs, detail will include:
 - Salaries and benefits: name or employee ID number, salary/benefits paid, and dates;
 - Other direct costs: vendor names, dates of service and amount.
 - ii. For allocated costs, the Contractor shall provide a copy of an allocation method or plan to the County for review and approval by the Department of Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be in writing and copied to both the Contractor and the contract file. The Contractor will submit one of the following documents to meet this requirement:
 - Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or
 - A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.
 - iii. For administrative costs, the Contractor shall comply with federal, state, and local regulations. The basis for administrative changes shall be OMB Circulars A-122 (Cost Principles for Non-Profits) and A-87 (Cost Principles for Local Governments). No administration costs are covered under this Contract.
 - b. For services that are also funded by a third party, the Contractor shall provide a detailed cost itemization by cost center and funding source. Detail shall identify which service or work was funded by the County and by other parties.
- 2. Match Requirements. When approximately 50 percent of the CDBG funds have been expended and with each voucher thereafter, the Contractor shall document total match expenditures in proportion to the amount requested. At the conclusion of the project, match shall be equal to or greater than the amount shown on the Budget Summary.
- 3. Time of Payment. The County will make payment to the Contractor as soon as practicable but not more than 15 days after an invoice is received and approved by the Department of Community Services unless other acceptable payment arrangements are agreed to by the County and Contractor.
- 4. The Contractor shall designate one or more representatives who will be legally authorized to sign the Voucher Request Form provided and any other forms that may be required. The

names of the liaison and representatives will be specified on the Authorization Signature Form.

- 5. Payment Provisions for Construction Projects where Federal Labor Standards Apply. For construction projects subject to Federal Labor Standards Provisions (Davis-Bacon), the County shall reserve the final 10% of grant funds budgeted on the construction line item (as specified in the Budget Summary) pending the County's receipt of a complete and correct set of certified payrolls from project contractor(s).
- 6. Contract Closeout: The Contractor shall complete the Contract closeout within thirty days of the end of the Contract period, including return of the Financial Reconciliation Statement provided by the County.

PROJECT SCHEDULE CITY of CAMAS LOUIS BLOCH RESTROOM IMPROVEMENT PROJECT

The Contractor shall plan and administer the project in accordance with the Project Schedule.

ACTIVITY

Design and bid document preparation

Bid invitation and contractor selection

Construction

Project close out

COMPLETION DATE

September 2012

October – November 2012

December 2012 - May 2013

June - July 2013



Jones Lang LaSalle Brokerage, Inc 4300 Amon Carter Bivd., Suite 100 Fort Worth, Texas 76155-2685 tel +1 817-230-2600, fax +1 817 305-8265

February 26, 2013

13-47015

City of Camas Attention: Mr. Jim Hodges 616 NE 4th Avenue Camas, Washington 98607

Dear Mr. Hodges:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and <u>return both copies with</u> <u>original signature</u> for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

 A check in the amount of 3,600.00 payable to BNSF Railway Company which covers the contract fee(s) and non refundable processing fee.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

- 1. A Certificate of Insurance as required in the agreement.
- 2. A separate policy for Railroad Protective Liability Insurance as required in the agreement (ORIGINAL POLICY MUST BE PROVIDED). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional 1,150.00 with your check.

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to 600.00.

Sincerely,

Tanita Thomas Associate Contract Specialist Attachment

Tracking #13-47015

PIPELINE LICENSE

THIS PIPELINE LICENSE ("License") is made to be effective ______, 2013, (the "Effective Date") by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Licensor") and CITY OF CAMAS, a Washington ("Licensee").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

- 1. <u>Grant of License</u>. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "Drawings and Specifications"), One (1) Pipeline(s), Twenty- Four (24) inches in diameter inside a Thirty-Six (36) inch STEEL casing (collectively, the "Pipeline"), across or along Licensor's rail corridor at or near the station of Camas, County of Clark, State of WA, Line Segment 0047, Mile Post 25.07 as shown on the attached Drawing No. 1-57002, dated February 18, 2013, attached hereto as <u>Exhibit "A"</u> and incorporated herein by reference (the "Premises").
- 2. <u>Term</u>. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
- 3. <u>Existing Improvements</u>. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
- 4. <u>Use of the Premises</u>. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry SANITARY WASTE, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
- 5. <u>Alterations</u>. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

- 6. <u>License Fee</u>. Licensee shall pay Licensor, prior to the Effective Date, the sum of Three Thousand and No/100 Dollars (\$3,000) as compensation for the use of the Premises.
- 7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" "expense or expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

- 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of Section 8 below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this Section 7.
- 8. <u>Payment Terms</u>. All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

- 9. <u>Reserved Rights of Use.</u> Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
 - 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in Section 4 above.
- 10. <u>Right to Require Relocation</u>. If at any time during the term of this License, Licensor shall desire the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor

adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

- 11. Construction and Maintenance of the Pipeline.
 - 11.1 Licensee shall notify Licensor's Roadmaster at 1801 West 39th Street Vancouver, WA 98660, telephone (360) 418-6324, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
 - 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
 - 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to be a source of danger to or interference with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
 - 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that it will not at any time be a source of danger to or interference with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the

Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in Section 26 hereof.

11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this Section 11, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of Section 8. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with Licensee may request information from Licensor mechanized equipment. concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation will need to be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular

material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in its sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.

- 12.3 Any open hole, boring, or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
 - 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or
 - 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

- 13. Liability and Indemnification.
 - 13.1 For purposes of this License: (a) "Indemnitees" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "Liabilities" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "Licensee Parties" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
 - 13.2 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):
 - 13.2.1 THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
 - 13.2.2 ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,
 - 13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,

- 13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR
- 13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.
- 13.3 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER NEGLIGENCE OF ANY INDEMNITEE.
- 13.4 TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 13.3, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY. DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THE LICENSE SHOULD NOT BE SO CONSTRUED. IN THE EVENT ANY AGENCY OR COURT CONSTRUES THE LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
- 13.5 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE. LICENSEE'S OBLIGATIONS UNDER THIS SECTION 13.5 ARE REGARDLESS OF ANY NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE RELATED TO SUCH CAUSES OF ACTION.
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to

any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

- 14. Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.
- 15. <u>Insurance</u>. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:
 - 15.1 <u>Commercial General Liability Insurance</u>. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
 - Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- · Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

- 15.2 <u>Business Automobile Insurance</u>. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.

This policy shall also contain the following endoresements or language, which shall be indicated on the certificate of insurance:

Waiver of subrogation in favor of and acceptable to Licensor.

- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- 15.3 <u>Workers' Compensation and Employers' Liability Insurance</u>. This insurance shall include coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under State law, the insurance must cover all employees anyway.
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- 15.4 <u>Railroad Protective Liability Insurance</u>. This insurance shall name only Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE. If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:
 - Endorsed to include the Pollution Exclusion Amendment.
 - Endorsed to include the Limited Seepage and Pollution Endorsement.
 - Endorsed to include Evacuation Expense Coverage Endorsement.
 - No other endorsements restricting coverage may be added.
 - The original policy must be provided to Licensor prior to performing any work or services under this License.

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,150.

- I elect to participate in Licensor's Blanket Policy;
- Lelect not to participate in Licensor's Blanket Policy.
- 15.5 Intentionally deleted, not required for this permit.
- 15.6 Other Requirements:
 - 15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through the terms of the policy or policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.
- 15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. In the event of a claim or lawsult involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- 15.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and

indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

- 15.6.10 Failure to provide evidence as required by this Section 15 shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.12 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

- 16. Compliance with Laws, Rules, and Regulations.
 - 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
 - 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety training program at the Website "www.contractororientation.com" (the "Safety Orientation") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
 - 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
 - 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires

in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.
- 17. Environmental.
 - 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on rabout the Premises.
 - 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this Section.
 - 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
 - 17.4 In the event that Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
 - 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities;

provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES

- 18. No Warranties.
 - 18.1 LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
 - 18.2 LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.
- 19. <u>Disclaimer of Warranty for Quiet Enjoyment.</u> LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.
- 20. <u>Eviction at Risk of Licensee</u>. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

- 21. <u>Liens and Charges</u>. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
- 22. <u>Taxes</u>. Licensee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed by any governmental or quasi-governmental body

upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "Improvements") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

- 23. <u>Default and Termination</u>. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of Section 15, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
 - 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee shall fail to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of Section 26 below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately in the event Licensee fails to provide evidence of insurance as required in Section 15.
 - 23.2 Should Licensee not comply fully with the obligations of Section 17 regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
 - 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this Section 23 shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
 - 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by Licensor, at any time, by serving thirty (30) days' written notice of termination upon Licensee.
 - 23.5 This License may be terminated by Licensee upon execution of Licensor's thencurrent Mutual Termination Letter Agreement. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.
- 24. Surrender of the Premises.
 - 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
 - 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;

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- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date of this License.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under Section 24.1 above (the "Restoration Obligations"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee shall fail within thirty (30) days after the date of such termination of its tenancy to complete the Restoration Obligations, then Licensor may, at its election (i) either remove the Pipeline and the Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee may take and hold the Pipeline and the Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, in the event Licensor has consented to the Pipeline and the Improvements remaining on the Premises following termination, or in the event Licensor has elected to purchase the same as provided herein, Licensee shall, upon request by Licensor, provide a Bill of Sale in a form acceptable to Licensor conveying the Pipeline and the Improvements to Licensor.

MISCELLANEOUS

25. <u>Successors and Assigns</u>. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.

26. Assignment.

- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this Section 26 shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this Section 26, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee, Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of Section 26.1 above or anything contained in this License to the contrary, in the event Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "Purported Assignment") to another party (a "Purported Transferee"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of Section 15 above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.
- 26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.

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27. <u>Notices</u>. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor:	Jones Lang LaSalle Brokerage, Inc. 4300 Amon Carter Blvd., Suite 100 Fort Worth, TX 76155 Attn: Permits/Licenses
with a copy to:	BNSF Railway Company 2500 Lou Menk Dr. – AOB3 Fort Worth, TX_76131 Attn: Senior Manager Real Estate
If to Licensee:	City of Camas 616 NE 4th Avenue Camas, Washington 98607

- 28. <u>Survival</u>. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the Improvements are removed and the Premises are restored to its condition as of the Effective Date.
- 29. <u>Recordation</u>. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
- Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
- 31. <u>Severability</u>. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

- 32. <u>Integration</u>. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
- 33. <u>Joint and Several Liability</u>. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
- 34. <u>Walver</u>. The walver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

35. Interpretation.

- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The Exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

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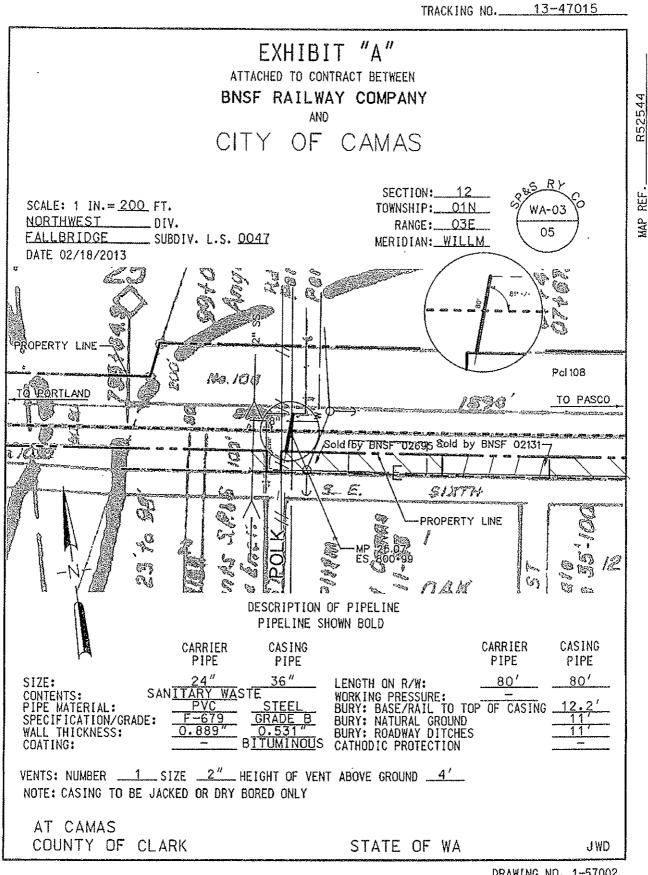
- 36. <u>Counterparts</u>. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.
- 37. <u>Licensor's Representative</u>. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF	RAILWA	Y COMPANY a Delaware corporation
	By:	Jones Lang LaSalle Brokerage, Inc.
	5	4300 Amon Carter Blvd, Suite 100
		Fort Worth, TX 76155
	By:	
		Ed Darter
	Title:	Vice President - National Accounts
	– (
	Date:	
LICENSEE:		
	ECAMA	AS a Washington
Unit C	By:	616 NE 4th Avenue
	Ly.	Camas, Washington 98607
		ounda, waanington oooon
	By:	
	- • • ·	····································
	Title:	

Date: _____



DRAWING NO. 1-57002

Roadway Improvements, Ph. 1 PAY ESTIMATE #1	BATTLI Phone:	X 1900 E GROUND, V (360) 687-114	18			2.											
Council Meeting Date: Work Period Date: March 4, 2013 to March 29, 2013	Origina	I Contract To (Includes Sa	tal: \$3,651,231.2 ales Tax Amount	33 I: \$9,093.08)	Funding Tr STP (\$1.4: Group	5 MIL)	TIB (\$1	Tracking .75 MIL) up 2	Funding Tracking PWTF (Remaining \$\$) Group 3	Funding Tracking WTR/SWR (Sch. B Only) Group 4		R (Sch. B Only)		Current Estimate #		Totals to	Date
ITEM DESCRIPTION	UNIT	ORIGINAL		CONTRACT	Quantity	Amount	Quantity	Amount	Quantity Amount	Quantity	Amount	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
Schedule A	1		and the second							Reference and the	and the second second						5.00
A 1 Mobilization	LS		\$258,000.00		0.50	\$129,000.00				AND DO NOT THE OWNER.				0.50	\$129,000.00	0.50	\$129,000.00 \$1,560.00
A 2 Structure Surveying A 3 Roadway Surveying	LS		\$12,000.00	\$12,000.00	0.13	\$1,560.00				A IN CONTRACT	11- 25 12			0.13	\$1,950.00	0.13	\$1,950.00
A 4 SPCC Plan	LS	1	\$1,500.00	\$1,500.00	0.25	\$375.00				the Real Property in the second				0.25	\$375.00	0.25	\$375.00 \$1,235.00
A 5 Traffic Control Supervisor A 6 Flaggers and Spotters	LS HR		\$9,500.00	\$9,500.00	0.13	\$1,235.00 \$8.827.50				STATE TO ALL				0.13	\$1,235.00 \$8,827.50	160.50	\$8,827.50
A 6 Flaggers and Spotters A 7 Other Traffic Control Labor	HR	660		\$36,300.00	9.00	\$495.00					1000	-		9.00	\$495.00	9.00	\$495.00
A 8 Other Temporary Traffic Control	LS	1	\$5,000.00	\$5,000.00		(v) (0) (1) (v) (v) (v) (v) (v) (v) (v) (v) (v) (v					1					0.40	\$8,610.00
A 9 Clearing and Grubbing A 10 Removal of Structures and Obstructions	Acre LS	7.53		\$26,355.00 \$5,000.00	2.46	\$8,610.00								2.46 0.13	\$8,610.00 \$650.00	2.46	\$650.00
A 11 Sawcutting, Planing, and Grinding By-Products	LS		\$3,500.00	\$3,500.00	.0.13	\$650.00		+		20.00		1		0.10			
A 12 Roadway Excavation, incl. Haut	CY	3,752	\$18.00	\$87,536.00	389.00	\$7,002.00				MALLISSON SILVING	N S BE IN 1			389.00	\$7,002.00	389.00	\$7,002.00
A 13 Unsuitable Foundation Excavation, incl. Haul A 14 Gravel Borrow, Incl. Haul	CY CY	235	\$35.00 \$20.00	\$8,225.00 \$192,000.00	6.10 7,461.00	\$213.50 \$149,220.00								6.10 7.461.00	\$213.50 \$149.220.00	6.10 7461.00	\$213.50 \$149,220.00
A 15 Structure Excavation Class 8, Incl. Haul	CY	2,300		\$18,400.00	7,453.00	\$149,220.00				Sector In succession	This is set 2						
A 16 Construction Geotextile for Separation	SY	1,875		\$2,812.50	2,512.00	\$3,768.00				HERE IN ADVISION	and the second			2,512.00	\$3,768.00	2512.00	\$3,768.00
A 17 In-Place Cement Treated Base (CTB) A 18 Cement for CTB	SY TN	4,879		\$17,076.50			·			The second second	ALL ALL						
A 19 Crushed Surfacing Base Course	TN	10,300	\$18.00	\$185,400.00	1					P Stants Parent	and the second						
A 20 Planing Bituminous Pavement A 21 HMA Cl. 1/2' PG 64-22	SY	333	\$19.00	\$6,327.00			-			Contraction of the							
A 21 HMA CJ. 1/2 PG 64-22 A 22 HMA for Approach, Cl. 1/2 PG 64-22	TN	6,268		\$470,100.00						and the second	the second second						1000 C
A 23 Preparation of Existing Surfaces, CSS-1 for Tack Cost	TN	4	\$3,500.00							CALL ST CALL	1-1, 110-1						
A 24 Testing Storm Sewer Pipe	LF	4,938		\$4,938.00							1000						
A 25 Shoning, Trench Safety System (\$1.00 min.) A 26 Structure Excavation Class A, Incl. Haul	LF	4,938		\$4,938.00 \$20,910.00	651.30	\$11,072.10					the second			651.30	\$11,072.10	651.30	\$11,072.10
A 27 Gravel Backfill for Wall	CY	1,285			85.00	\$3,400.00					The second second			85.00	\$3,400.00	85 00	\$3,400.00
A 28 Gravel Backfill for Foundation, Class A	CY	107			7.60	\$304.00								7.60	\$304.00	7.60	\$304.00
A 29 St. Reinforced Bar for Concrete Traffic Barrier A 30 St. Reinforced Bar for Retaining Wall	LB	109,216		\$27,304.00 \$16,280.00	36,070.00	\$9,017.50						-	-	36,070.00	\$9,017.50	36070.00	\$9,017.50
A 31 St. Reinforced Bar for Padestrian Barrier	LB	1,325		\$331.25	00,010,00	47,011 30				ALCOHOL ME STOL	1000				THE COM		
A 32 Concrete Cl. 4000 - Traffic Barrier	CY	688		\$309,600.00						Sec. 10 - 10 - 2						83.65	\$25,095.00
A 33 Concrete Cl. 4000 - Retaining Wall A 34 Concrete Cl. 4000 - Pedestrian Guardrail	CY	407	\$300.00	\$122,100.00 \$5,850.00	83.65	\$25,095.00								83.65	\$25,095.00	83.65	\$25,045.00
A 35 Bridge Railing, Type Metal	LF	822		\$49,320.00													
Bridge Railing, Type Chain Link Fence, Black Coated, 42'	1.F									State of the state							
A 36 high A 37 Aluminum Arch Culvert	LF	61	\$55.00	\$3,355.00 \$38,000.00						and the second second			-				
A 38 Ductile Iron Pipe for Storm Sewer Culvert, 12' Dia.	LF	46	\$60.00	\$2,760.00						and the second s							
A 39 Corrugated Polyethylene Storm Sewer Pipe, 6' Dia. A 40 Corrugated Polyethylene Storm Sewer Pipe, 8' Dia.	L.F L.F	155		\$2,945.00							- and the second						
A 41 Corrugated Polyathylene Storm Sever Pipe, 5 Usa. A 41 Corrugated Polyathylene Storm Sever Pipe, 10' Dia.	LF	527		\$3,192.00 \$9,486.00			·····				1000						
A 42 Corrugated Polyethylene Storm Sewer Pipe, 12' Dia.	LF	863	\$26.00	\$22,438.00						Careful Careful Careful							
A 43 Manhole 48" Dia, Type 1 A 44 Manhole 60" Dia, Type 1	EA	9	\$2,500.00	\$22,500.00							All and and			a contraction			
A 45 Corrugated Polyethylene Storm Sever Pipe, 12' Dia.	EA LF	129	\$3,800.00 \$32.00	\$3,800.00 \$4,128.00							-					10.11.2	
A 46 Corrugated Polyethylene Storm Sewer Pipe, 24' Dia.	LF	315	\$55.00	\$17,325.00						Section Section 1944	Contraction of the local distance of the loc						
A 47 Manhole 48" Dia , Type 3 A 48 Manhole 60" Dia , Type 3 with Flow Splitter	EA	1	\$2,800.00 \$6,100.00	\$2,800.00 \$6,100.00						CONTRACTOR OF			La state a più e successi della state d		a cannot be a series	in the summer in	
A 49 Manhole 72 Dia , Type 3	EA	1	\$6,100.00	\$6,500.00				1		AL UPARTER DATE	2.00			1			
A 50 Manhole 96" Dia., Stormwater Filtration	EA	1	\$44,000.00	\$44,000.00						CONTRACTOR OF	ALC: NO. OF THE						
A 51 Adjust Manhole A 52 Adjust Catch Basin	EA EA	1	\$500.00 \$500.00	\$500.00 \$1,000.00						AND TO STORE							
A 53 Catch Basin, Type 1	EA	2	\$1,800.00	\$3,600.00							-			1	1	and a second	
A 54 Concrete Inlet	EA	25	\$1,800.00	\$45,000.00						12 Mar 24 20	Carlos and						
A 55 Ductile Iron Sever Pipe (Storm), 10' Dia. A 56 Ductile Iron Sever Pipe (Storm), 12' Dia.	LF	273		\$8,736.00 \$53,960.00						the second s					the second second		
A 57 Ductile Iron Sewer Pipe (Storm), 24" Dia.	LF	391	\$96.00	\$37,536.00						Contraction of the local division of the	Carlos and and a			SAME TO LESS	discussion and		
A 58 ESC Lead	DAY	60	\$30.00	\$1,800.00	8.00	\$240.00					Contraction of the second			5.00	\$240.00	8.00	\$240.00
A 59 Seeding, Fertilizing, Mulching A 60 Straw for Temporary ESC	AC LS	3.10	\$2,400.00 \$4,800.00	\$7,440.00 \$4,800.00											-		
A 61 Soil Binder or Tacking Agent	AC	3.10	\$540.00	\$1,674.00						CONTRACTOR S	No State			1	1		
A 62 Temporary Erosion Control Blanket	SY	440		\$1,320.00						and the state of the	San and a state of the	-	-	100 100 100	2 00 00 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		
A 63 Plastic Covering A 64 Check Dam	SY LF	200	\$3.50 \$6.75	\$700.00 \$2,565.00													
A 65 Stabilized Construction Entrance	SY	1,111	\$10.00	\$11,110.00	465.60	\$4,656.00				Contraction of the local division of the loc	12 N 12			465.60		465.60	
A 65 Street Cleaning A 67 Silt Fence	HR LF	90 6,045	\$110.00 \$3.00	\$9,900.00	44.50 6.102.00	\$4,895.00					-			44.50 6,102.00	\$4,895.00 \$18,306.00	44.50 6102.00	
A 63 Inlet Protection	EA	6,045		\$1,760.00	6,102.00	\$18,306.00				STREET, STORES, ST		-	1	6,102.00	\$18,306,00	5.00	
A 69 Wattle	LF	380	\$5.00	\$1,900.00						MARKER STR	III CARLES						
A 70 High Visibility Fence A 71 Landscaping	LF	1,860	\$1.75 \$175,000.00	\$3,255.00 \$175,000.00	1,478.00	\$2,586.50								1,478.00	\$2,586,50	1478.0	\$2,586.50
A 72 Irrigation	LS	1	\$175,000.00	\$59,000.00				-		a This is a second	Contraction of the			CONTRACTOR OF IT	1.1.1.1.1.1.1.1.1		
A 73 Cement Concrete Traffic Curb and Gutter	LF	6,273	\$9.00	\$56,457.00		1				THE REPORT OF							
A 74 Cement Concrete Traffic Curb	LF	915	\$9.00	\$8,235.00						Service States	1						1

S-545_NW_38th-SE_20th_Pay_Estimates1

1 of 3

4/8/2013

DESCRIP	CAMAS IT NO. S-545 PTION: NW 38th Ave/SE 20th St. Extension Roadway Improvements, Ph. 1 IIMATE #1	P.O. B	NI, INC. OX 1900 LE GROUND, WA : (360) 687-1148																
Council M	Meeting Date: riod Date: March 4, 2013 to March 29, 2013	Origina	al Contract Tota (Includes Sale			Funding STP (\$1. Grou	45 MIL)	TIB (\$1.	Tracking .75 MIL) up 2	Funding PWTF (Ren Grou	aining \$\$)	Funding T WTR/SWR (S Grou	ch. B Only)	Previous Er	stimate #	Current Est	imate #	Totals to	
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL	UNIT	CONTRACT	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
	Reised Pavement Marker, Type 1	Hund	1.90	\$400.00	\$760.00	Service of the other states of the service of the s		1	1	1			A DECEMBER OF STREET		-				
A 76	Raised Pavement Marker, Type 2	Hund	1.30	\$545.00					1			and the states	and a state of the						+
A 77	Cement Concrete Driveway Entrance	SY	205	\$45.00						1									
	Single 6-ft, Coated Chain Link Gate, Black Vinyl	EA	1	\$1,200.00								AGRES COMPANY							
A 79	Coment Concrete Sidewalk	SY		\$31.00	\$135,377.00								A ARE AND						
	Cement Concrete Curb Ramp, Type 1	EA								1		1	COST REAL						
	Detectable Warning Surface	SF	180	\$24.00								State of the second	and the second						
A 82	Quarry Spalls	TN	154	\$55.00				l				all and a second	In S AUSI						-
	Meilbox Support, Type 1, with Steel Post	EA		\$200.00								and service and the service of the s							
P5 A	Joint Utility Trench for Dry Utilities, Incl. Backfill Material Joint Utility Trench for Dry Utilities, Incl. Backfill Material	LF	2,946	\$5.00			Contract of the local division of the local	the state of the s				ALCONTRACTOR OFFICE	And the second						
	Illumination System	15		\$5.00	\$4,770.00 \$195,000.00	100 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	the second second second second	Contraction of the local division of the loc	and the second second second			Concernant Concernant Concernant	10000						-
	Traffic Signal Systems	LS		\$195,000.00								The second second							
A 87	Conduit Pipe, 1-1/4' Dia., Irrigation Conduit	LF	822	\$190,000.00				1		1		Contraction of the local division of the loc	THE HURSTER		1				
A 88	Conduit Pipe, 2" Dia , Irrigation Conduit	LF	48	\$5.50	\$264.00			1		f		The second second	Contraction of the local division of the loc						
A 89	Permanent Signing	LS		\$7,000.00	\$7,000.00							Section 2	No. Com St. State						
A 90	Paint Line, 4" Yellow	LF	6,100	\$0.35	\$2,135.00					1		The second s							
	Painted Wide Line, 6" White	LF	6,400	\$0.45								AND STATES OF	a da m						-
	Plastic Bicycle Lane Symbol	EA	10	\$320.00								ALC: STATIST	Con Charles Include						
	Plastic Traffic Arrow	EA		\$135.00	\$3,105.00							BCOM STATISTICS	DO TRACE O						
A 94	Plastic Crosswalk Line	SF	3,000	\$4.50					1			THE REAL PROPERTY OF	In least the						-
A 95	Plastic Stop Line	LF	102	\$7.00		and the state of the							Seattle Hard			and the second second	100 March 100		+
A 96	Pond Excavation, Incl. Haul	CY	2,350	\$10.00		11				-		100000000000000000000000000000000000000	A CONTRACTOR						
	Pond Excavation for Embankment Construction Geotextile for Separation	CY	2,200	\$8.00								Trans Day -	and a strend						
		SY	1,825	\$1.50	\$2,737 50							I PARTY AND	1 1 10 L						
A 100	Recycled Asphalt Concrete Aggregate 1 %* Ouclile tron Pipe for Storm Sewer Culvert, 12' Dia	TN	670	\$9.00								in all a second	and the second s						
	Corrugated Polyethylene Storm Sewer Pipo, 8' Dia.	LF	36 321	\$35.00 \$20.00	\$1,260.00 \$6,420.00							1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1							
A 102	Corrugated Polyethytene Storm Sewer Pipe, 5 Dia.	LF	101	\$20.00								100							
A 103	Corrugated Polyethylene Storm Sewer Pipe, 24" Dia	LF	329	\$60.00								and the second se	and the second						
A 104	Catch Basin, Type 1	EA	2	\$1,700.00	\$3,400.00						-	The second second							-
		01	-	\$1,700.00	33,400.00							Contraction of the local division of the loc	and the second						
A 105	Manhole 60° Dia , Type 3	EA	1	\$3,500.00	\$3,500.00							a tollog and							
A 106	Sediment Trap	EA	1	\$4,300.00	\$4,300.00					1		The second second							
A 107	Emergancy Overflow Weir	LS	1		\$2,800.00					1		THE OWNER WATER	No. of Concession, Name						
A 108	Outfail Dispersion Trench, 8" Dia	LF	20	\$50.00	\$1,000.00					1		TAXABLE PARTY AND	Construction of the	1				- market	
	Outfall Dispersion Trench, 12" Dia,	LF	10	\$72.00	\$720.00							State of the local division of the	Station of Street, or						
A 110	Coated Chain Link Fence, Black Vinyl, Type 3	LF	915	\$18,00	\$16,470.00					1			LEURISCE RUCE						
A 111	Double 20-ft, Coated Chain Link Gate, Black Vinyl	EA	2	\$2,100.00								CONTRACT MARK	the state of the second						
	Single 6-ft, Coated Chain Link Gate, Black Vinyi	EA	2	\$1,200.00								MILLES & MILLS	Station Station			Contraction of the second			
A 113	Tapered End Section w/Type 4 Safety Bars, 24" Dia.	EA	1	\$850.00	\$850.00							12 17 C 17 C 17 C	and the second state						
	Quarry Spalls	TN		\$22.00	\$3,960.00							NAME OF ACTION OF	23-01-0-0-0						
A 115	Modular Block Wall - Retaining Wall C Field Office Building	SF	1,450	\$10.00	\$14,500.00							A CONTRACTOR	1 Table Dance				40.000.00	0.6	80 \$3,600
A 110	Wetland Mitigation Planting	LS	1 1	\$4,500.00	\$4,500.00	0,80	\$3,600.00					CALIFORNIA DE LA CALIFICAL DE LA CALIFICALIFICAL DE LA CALIFICAL DE LA CALIFICAL DE LA CALIF	in the second	1		0.80	\$3,600.00	0.0	33,000
A 118	Project Documentation (\$25,000 Min. Bid)	LS		\$43,000.00	\$43,000.00							al-Contraction	Read of many						
A 1101	project cocomentation (accipate with, did)	1.5	1	\$25,000.00	\$3,533,887.25		\$396,353.10					State of the local division in the local div	CC CONTRACTOR				\$396,353.10		\$396,353.
-	Junioral				#3,333,001.X5		\$390,333.10										4040/003/14		
1000												CONTRACTOR OF THE	TOB I EVEN 2	IN STREET		A THE REAL PROPERTY OF	Start Carter	Contraction of the second second	
Schedule	e A Change Orders		AN ANY COLOR	1.11		and the second second	the state of a second state of the second	1		1		and the second s	A CONTRACTOR OF			1.	Constantine Constant		
A 1			1 1					1	President and a state of the st	1		States and a second	a construction of the		1	Contraction of the			
																1			
Schedu	ule B	1000	1. 0. 2001			Contraction of the					and the second second	1	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	1		Contraction of the second			and the second second
8 1	Shoring, Trench Safety System (\$1,00 min.)	LF	1,447	\$1.00	\$1,447.00	Children and the	The loss of the lo	1	Contractor and	State of the other state of the local division of the local divisi	CONTRACTOR OF			1		1	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1		
Wate	er		- Contraction	41.00	1.447.00	the Property lies and the second	a strengt op and the strength op and		New york of the lot of the lot	and the second s	and the state of the state	1			ok.	1			
82	Ductile Iron Pipe for Water Main, 6" Dia.	LF	8	\$50.00	\$400.00		Card Mark Contract	and the later of	a set a state	Contraction of the owner of the			COLUMN THE OWNER		1	1 1 1 1 1 1 1 1			
83	Ductile Iron Pipe for Water Main, 8" Dia.	LF	64	\$52.00		and the second	Contraction of the local division of the loc	Street Street Street	The second second	A REAL PROPERTY.	Contraction of the	The second s	1			and the second second			
84	Ductile tron Pipe for Water Main, 12" Dia	LF	1,050	\$55.00	\$57,750.00		State Street	SDR CORPORT	The second second	Constanting of the second	Contraction of the local division of the loc	U. U. S. Star	(
85	Blowoff Assembly	EA	1	\$1,300.00	\$1,300.00			ALC: NO. OF THE OWNER.	CONTRACTOR OF	IC SURT	Property and the second		10000						
86	Gata Valve, 6-inch	EA EA	1	\$1,000.00	\$1,000.00	Constant of the second second	- The second second	Color Statistics (Statistics)	100 TO 100	2000000	CONTRACTOR OF	100 See 1-29-55 107	731			1	and the state of the		
B7 (Gate Valve, 8-inch	EA	1	\$1,400.00	\$1,400.00		THE PARTY	and the second second	State States	a star and a star	a state of the sta	and the second second	The sub-				The states		
88	Butterfly Valvo, 12-inch	EA	1	\$1,650.00	\$1,650.00	and the second second		Second Second Second	Frank and	Contraction of the last	Cherry Charles		and the second						_
	Adjust Valve Box	EA	\$	\$225.00		State and and	1020	S. Andrew P.	and the second s	Call of the state		and the second							
8 10	Hydrant Assembly	EA	1	\$3,000.00	\$3,000.00	Carlow States	and the second	1	and the second sec	ALCONTRACTOR	Kart Harrison	In the second second	Mary Parts						
	Rebetting Existing Hydrant	EA		\$1,500.00	\$1,500.00		CENCER RIPER	Alter and a state of the state	The Partie Law St.	Cold Cold To Co	AN SHI LIVE	States of the second second	ZARKE HILLARD	-					
8 12	Service Connection, 2" Dia, Irrigation	EA	1	\$3,000.00	\$3,000.00		and in the second	COLO IN INCOL	TRANSPORT STORE	CONTRACTOR (14)	100 miles	The second second							
8 14	Remove & Replace ARV Assembly	EA	1	\$800.00	\$600.00	and the second second	All and the second second	South and the second second	The Palastan	and some of the second	State -	ALC: NOT STREET							
0 19		EA	1	\$1,700.00	\$1,700.00	1137/1	and the second s	the second second second		and the second second	A DOLLARS AND A DOLLARS	a start of the		-	+				+
8 15	Manhole 48" Dia., Type 3	EA	1	\$3,200.00	\$3,200.00		and the second second	the Route of	A State of the second s	and and the second	Service and and		and the second second			-			
	tary Sewer		1			-													
B 17	PVC Sanitary Sewer Pipe, 10° Dia. (ASTM D3034) PVC Sanitary Sewer Pipe, 10° Dia. (ASTM D2241)	LF	41	\$46.00	\$1,856.00	the second second	A A DO N	AND STREET, SALES	12.25	and the second s	A STATIC DOLL								
				\$60.00	\$17,040.00	and states in the second			and the second	Los and Los	and the state of t						-		
			1																
B 18 1	Plug Valve, 10-inch Step AARV (Non-Traffic Rated)	EA	1	\$3,700.00 \$1,200.00	\$3,700.00 \$1,200.00				122 Hardward	Contraction of the second	173 200								

CITY OF CAMAS PROJECT NO. S-545 DESCRIPTION: NW 38th Ave/SE 20th St. Extension Rodowy Improvements, Ph. 1 PAY ESTIMATE #1 Council Meeting Date: Work Period Date: March 4, 2013 to March 29, 2013	BATTL	II, INC. DX 1900 E GROUND, WA (360) 687-1148 al Contract Tota (Includes Sale	d: \$3,651,231.:		Funding Tr STP (\$1.4 Group	5 MIL)	Funding T TiB (\$1.7 Grou	15 MIL)	Funding PWTF (Rer Gro	aining \$\$)	Funding Tr WTR/SWR (Sc Group	h. B Only)	Previous Est	imate #	Current Es	timate #	Totals to	
ITEM DESCRIPTION NO.	UNIT	ORIGINAL	UNIT	CONTRACT	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	QUANTITY PREVIOUS	TOTAL	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TO DATE
B 20 Testing Sewer Pipe	LF	SID ZHUNGAMMILEOCARESSON	\$1.00		The second s					proventies and and and		and the state of t	PREVIOUS	PREVIOUS	(HISESI)	This con.	10 DATE	10 01110
B 21 Sewer Cleanout	EA	2	\$400.00		A CONTRACTOR OF THE OWNER		2012			the state of the second						and the second		and the second second
Su	btotal	-A		\$108,251.00				and the second second					1					
					R	NEW ST	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1	The Man Contraction		All the second second		Constant States					1223
Schedule B Change Orders		· · · · · · · · · · · · · · · · · · ·					MPROVINCE I NO		REVICE SERVICE									
B 1		1				- B		_0.085-21E	ALL STATISTICS	the state of the second state							1	
	HANGE ORDE	RACT TOTAL ERS TO DATE SUBTOTAL DULE B ONLY L CONTRACT		\$3,642,138.25 \$3,642,138.25 \$9,093.08 \$3,651,231.33	STP TOTAL CO'S To Date Subtotal Total	\$396,353 10 \$396,353 10 \$396,353 10	TIB Total CO'S To Date Subtotal Total		PWTF Tota CO'S To Date Subtota Tota		WTR/SWR Total CO'S To Date Subtoal Sales Tax (8 4%) Total		Previous Estimate CO'S To Date Subtotal Sales Tax (8.4%) Total		Current Estimate CO'S To Date Subiotal Sales Tax (6.4%) Total	\$396,353.10	Totals to Date CO'S To Date Subtotal Sales Tax (8.4%) Total	\$396,353.10 \$396,353.10
Sch. A 3TP - Account Number: 313 Sch. A TIB - Account Number: 313 Sch. A PTIB - Account Number: 313 Sch. B - Water Account Number: 424 Sch. B - Stever Account Number: 424 Sch	00-595-300-65 00-595-300-65 00-594-340-65 00-594-350-65	13	This Est. \$396,353.10	Previous Est.	- 40	Not to Exceed \$1.45 m Not to Exceed \$1.75 m Amounts Incl. Taxi Amounts Incl. Taxi Amounts Incl. Taxi Amounts Incl. Taxi Amounts Incl. Taxi Amounts Incl. Taxi Amounts Incl. Taxi	ul.)	Engineering Manag	1. Cath	- 4-	- 8- 2013 Data							

Transportation Alternatives Program 2013 Application

Instructions

Complete application in the space provided. Applicants are limited to application form and 5 pages of attachments. Submit completed application and attachments electronically to <u>dale.robins@rtc.wa.gov</u>. You will receive an e-mail confirmation within one business day of submittal. If you do not receive confirmation or have questions about the application contact Dale Robins at 360-397-6067 x5212.

General Information

Project Title: <u>NW 18th Ave Bike and Pedestr</u>	trian trail link
Project Location and Limits: NW Beech St to	
Project Length (miles): <u>.33 miles</u> Agency: <u>City of Camas</u>	
Contact Person: Eric Levison	
Telephone: 360-817-7003	Email: elevison@cityofcamas.us
Certified Acceptance Agency: City of Camas	S

Project Screening Criteria

Check all that apply.

- ✓ Project is consistent with the MTP/RTP
- Project contains at least one eligible Transportation Alternatives Category
- Project is directly related to the surface transportation system (except trails)
- Project does not supplement the construction of an existing project
- ✓ Project is open to public access

Cost Summary

				T I I O I
Project Phase	Start Date	TAP Funds	Other Funds	Total Cost
Design	09/01/2013	\$20,000	\$4,800	\$24,800
Right of Way		\$0	\$125,000	\$125,000
Construction	03/01/2014	\$200,000	\$50,500	\$250,500
Totals	n/a	\$220,000	\$180,300	\$400,300
		Ove	erall Match Ratio:	45.04%

RTC Transportation Alternatives Program (TAP), 2013 Application, p1

Project Type

Check all that apply.

✓ Bike/Pedestrian facilities	Vegetation management practices
✓ Safe routes for non-drivers	Archaeological activities
Abandoned railroad corridors for trails	Environmental mitigation activity
Turnouts, overlooks, and viewing areas	Recreational Trails Program
Control of outdoor advertising	Safe Routes to School Program

Project Information

Historic preservation of transportation facilities

1. Project Description:

Install approximately 1750 feet of separated 10 foot shared path on the south side of NW 18th Avenue from NW Beech Street to SE 201st Avenue (See Attached Map). Improvements will include ADA ramps at two intersections (NW Beech and NW Deerfern), storm drainage improvements, and retaining walls to match side grade issues. The path will be designed to minimize and mitigate impacts to storm runoff by utilizing Low Impact Design (LID) methods. The project corridor consists of a 22 foot rural roadway section with storm ditches adjacent to the travel lane. Currently, there is no safe pedestrian access, bike lane or regular transit service on this section of roadway. Historically residents have used the Sharp Driveway located adjacent to NW 18th Ave as a safer passage through the area. Due to trespassing and liability concerns, Sharp Microelectronics is in the process of fencing their property to restrict access. The south side of the corridor consists of residentially zoned property. A Right of Way and topographic survey has been completed by Clark County for this project at a cost of \$4100. OTAK engineering has provided line drawings and a preliminary layout for the project that will significantly reduce the design requirements for the project. The corridor has both City of Camas and Clark County right of way. Clark County has proposed donating the existing county section to the City of Camas. A valuation for this right of way is estimated

at \$125,000. With the exception of the donated Clark County R/W no additional Right-of-Way will be required to construct the proposed improvements. There are no known wetland or shoreline issues associated with this project.

2. Describe how the project will improve the public travel experience, and travel options, including the benefit to the community:

Installation of a separated link through this section will provide the only safe alternative to vehicular travel for a number of City and County residents. The path location on the south side provides alternate travel modes for residential areas to access City Parks to the east, and retail areas and medical facilities to the west all within a 1/2 mile . The east bound (south side) has an uphill grade of approximately 5%. A separated shared use path provides an option for bicyclists to avoid riding in the travel lane through this up hill section and provides families to access the City Park to the east by bike without being in conflict with vehicular traffic.

The project will promote running/walking/biking for health benefits and reduce the need for vehicular trips to access shopping, medical and recreational opportunities. The project will also provide for ADA access

3. Describe how the project provides a connection between modes, or improves transportation choices, or connects to land use services such as job locations, a civic center, library, grocery market, playground, retail center, medical office, school, and other. (Include modes and list of specific land uses connect within 1/2 mile of project):

The project will connect two large residential developments and provide a non vehicle option to access retail, medical and recreational opportunities. Travel modes currently unavailable that would be provided by this project include pedestrian, bike and ADA mobility. There is not regular bus service in this area with the exception of the CTRAN connector service. Winchester Hills Subdivision, and Stone Leaf Subdivision will benefit by having a separated path to the closest recreational opportunities at Prune Hill Park, located 1/2 mile to the east. Knights Pointe, Grande Ridge, Riverview and Crown Pointe Subdivisions will have access to shopping and medical services on the 192nd and SE 34th Corridor located ½ mile to the west.

The Camas School District recently redefined school boundaries in the area, choosing to bus students from the Winchester hills Subdivision to Grass Valley Elementary. Prior to the boundary adjustment students from the area attended Prune Hill Elementary school which is a 1/2 mile of the subdivision. Lack of a safe walking path was a factor in the realignment. While the project will not change the boundary back it will remove the barrier if the school district reevaluates boundaries in the future.

4. Describe how the project relates to an adopted plan such as the GMA plan, modal plan, neighborhood plan or other planning process. (Include name of Plan and attach a copy of page from plan that including project by name):

The 2004 City of Camas Comprehensive Plan has a number of goals and policies that address multimodal transportation including; Goal TR-I: Provide a balanced transportation system that supports the land use vision for industrial, commercial, and residential uses, Policy TR-4: Develop a safe and accessible pedestrian and bicycle system that includes shared roadways, multi-use paths, and sidewalks, Policy TR-5: Provide connectivity to each area of the City for convenient multi-use access, Policy TR-7: Construct multi-use paths where they can be developed with design components that address pedestrian and bicycle safety, Strategy TR-13: Coordinate with schools and the community to designate safe pedestrian and bicycle routes between residential areas, schools, and public facilities.

The adopted 2013 to 2018 Six Year Transportation Plan specifically lists this corridor for improvement and lists shared path and safety improvements city wide.

The adopted 2007 Parks, Recreation and Open Space Comprehensive Plan call for a connector trail on this corridor (T-24) as a link to trail T-1, T-23 and Prune Hill Sports Park.

The project is consistent with the Clark County Bicycle and Pedestrian Master Plan South Clark County Map (2009) which shows this route as a previously proposed shared use path

5. Describe to what extent the project will improve mobility for disadvantage populations, including elderly, disabled minority, and low income populations:

The addition of the shared path and ADA compliant curb ramps at NW Beech and NW Deerfern provides a safe passage for the target populations.

6. List affordable house complex and number of housing units that are within 1/2 mile of project:

7. Identify the safety issues addressed by project (collision data, lack of adequate safe crossing or access, lack of separated facility, high speed or volume, other):

8. Describe how the project addresses the safety issues identified:

9. Readiness:

Design at 70% or higher

Right of way acquisition complete or not needed

Environmental permits approved

Please explain:

A full right of way and topographic survey has been completed by Clark County. Otak engineering has developed CADD drawings utilizing the County data and developed a preliminary alignment and cross sections for the project. All proposed work will be constructed within existing R/W. A cursory review of the environmental issues has shown no apparent archaeological,wetland or shoreline issues are present at the site.

10. Describe how the local community and other agencies have been involved in the planning process for the project.

List any opposition to the project and how it was overcome:

Public involvement includes: public hearing on 6 year street plan. meetings with concerned citizens and Sharp Microelectronics Meeting with Knights pointe Homeowners association president letter to adjacent property owners informing them of the grant opportunity and upcoming survey work contact with adjacent property owners to discuss the proposed project Grant application discussion at City of Camas Council Workshop

This project enjoys broad support from the community. No opposition have been expressed

11. Describe how the project improves public health and increase physical activity:

Providing a safe shared use path will provide options to vehicular travel, promoting walking, jogging and biking.

12. Describe how the project includes design elements that contribute to quality of life:

13. List all funding partners contributing to the project:

Funding Source	Amount
Clark County Right of Way donation	\$125,000
City of Camas	\$52,800
Knights Pointe Estates Homeowners Association	\$2,500
Grant	\$220,000

Other Information

You may use this space to provide any additional project information considered worth noting:

April 9, 2013

Camas City Council 616 NE 4th Ave Camas, WA 98607

Dear Camas City Council Members,

The Knights Pointe HOA Board of Directors is writing this letter on behalf of their members and surrounding neighbors. We are writing to request approval from the Council for a grant to provide a safe walking path to connect our area with medical facilities, retail areas, other neighborhoods, Prune Hill Elementary School, and City park. With no sidewalks on 18th St. to safely get to any of the above mentioned areas, the homeowners in our area are eager to have a pedestrian walkway from our neighborhood to these surrounding areas. The Knight's Pointe HOA Board of Directors has made a financial commitment of \$2,500 to support this project.

Our association has a diverse age group of families who would benefit significantly from the construction of this path. We have many families with young children. The parents take them for stroller rides while they exercise. We also have homeowners who must use a wheelchair or a scooter to get around. These people cannot travel to the retail areas, or parks except by car.

With the proposed pathway, we would all have the ability to get to the school, park, medical facilities, and retail areas without the use of a car. Using the path would reduce pollution and cut down on automobile use along this road. It would also provide additional areas for walking or running, which promotes a healthy lifestyle. Perhaps one of the most overlooked but most advantageous traits of a walking path is that as the neighbors use the path, they begin to meet each other. It is extremely beneficial for neighbors to become acquainted in our area. This helps build a strong sense of community, links neighborhoods together, and has been shown repeatedly to reduce the crime rate in the area.

As you are aware, there is no sidewalk or shoulder on the side of 18th St, so anyone who is walking to visit a friend or classmate in Winchester Hills must walk on the road itself. This is very dangerous for anyone, but especially for children. Due to safety considerations, our neighbors and their children in Winchester Hills cannot walk safely to the school or park to play and exercise.

The impact of this walkway would greatly benefit three large subdivisions and several smaller ones by providing them a way to connect with neighbors and multiple additional facilities.

We request the City Council approve this grant application so the process may move forward towards the actual construction of this path. We are available to meet with any additional questions that you may have.

We thank you for your consideration of our request.

Sincerely, Coleen Swettman

Knights Pointe Home Owners Association: Board of Directors Coleen Swettman, President Seppo Saarinen, Vice President Richard Ying Edward Cai Mary Ann Suyematsu

Quotation Log For Engineering Projects

Quote Due: 3/18/13	Engineer's Estimate: \$6,287.00
X	

Project No: P-862A1 Project Title: Lacamas Lake Lodge Fuel Tank Removal

Project Description:

This work shall consist of decommissioning (i.e., cleaning, removing, backfilling) and removal of one (1) Underground Storage Tank (UST). Work to include costs for backfilling, compact to surface grade, and removal of surface tank fixtures (fill and vent pipes). The UST included in the contract is approximately 2,600-gallons in overall capacity and they have only been utilized for gasoline storage. This bid assumes that the tank contains a maximum of 400 gallons of pumpable, recyclable oil/water mix and no solids. Geophysical Survey Report is included in these specifications. All work shall be performed in accordance with all local, state, and federal UST regulations, along with typical industry protocol.

Company	Date Submitted	Quote Amount	Comments
3 Kings	3/18/13	\$5,251.98	To be awarded at a later date
Environmental			
Anderson	3/18/13	\$6,406.44	
Environmental			
Contracting, LLC			
Ballard Diving &		No bid	
Salvage		submitted	
CCS(Cowlitz		No bid	
Cleaning Sweep		submitted	
ECI Services		No bid	
		submitted	
Granite Construction		No bid	
Company		submitted	
IRS Environmental of		No bid	
Portland		submitted	
Keystone	3/18/13	\$23,360.00	
Contracting,Inc.			
Northwest		No bid	
Underwater		submitted	
Construction			
Rose City		No bid	
Contracting, Inc.		submitted	
Soil Solutions		No bid	
Environmental		submitted	
Services			
Walker Specialty		No bid	
Construction, Inc.		submitted	

Date of Award: To be awarded at a later date



April 8, 2013

City of Camas Attn: Eric Levison PO Box 1055 Camas, WA 98607

RE: Professional services proposal for the Boulder Creek and Jones Creek Watershed Forest Management Plan.

Mr. Levison:

Attached is our estimate to provide professional forest management, forest engineering, and surveying services for the City of Camas Boulder Creek and Jones Creek Watersheds located in Clark County, Washington.

As discussed, the purpose of this proposal is to provide professional services for harvesting Phase 1 and preparing for Phase 2 of the Forest Management Plan. This proposal is based on the adopted City of Camas Boulder Creek and Jones Creek Forest Management Plan, additional information and requests provided by you, and our extensive experience working on similar projects throughout the Pacific Northwest and for the City. We look forward to working with you on this project. Please give me a call if you have any questions or comments.

Sincerely,
AKS Engineering & Forestry Vancouver, LLC

1 Ah

Alexander H. Hurley, PE, PLS Principal

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is made between the City of Camas (Client) and AKS Engineering & Forestry Vancouver, LLC (AKS) to provide professional forestry, forest engineering, and surveying services for harvesting Phase 1 and preparing for Phase 2 of the Boulder Creek and Jones Creek Watershed Forest Management Plan located in Section 04 and the NE ¼ Section 09, T2N, R4E, W.M., Clark County, Washington.

PROJECT UNDERSTANDING

The City would like to continue implementation of Phase 1 and begin preparing for Phase 2 of the adopted Boulder Creek and Jones Creek Watershed Forest Management Plan. As with the development of the forest management plan, the design work will involve input from the City to further establish management objectives and preferences. The project deliverables will include contract administration of the Timber Sale contract; forestry, forest engineering, and surveying for obtaining an easement from Longview Timber Corporation (LTC) for Phase 2; and tree planting administration and monitoring services for the units harvested in Phase 1.

SCOPE OF WORK

The following list of items outlined are services AKS will be responsible for completing. As discussed, AKS will provide contract administration services for the duration of the Timber Sale Contract for Phase 1. AKS will also provide layout, engineering, and surveying to determine the main road location for Phase 2 and provide the surveying documents to obtain easement from LTC. AKS will also provide tree planting administration and monitoring services for the units harvested in Phase 1.

TASK 1: EASEMENT PREPARATION

EASEMENT SURVEYING:

The access road across LTC property will need to be surveyed and a legal description prepared for easement purposes. The following services will be provided for this task:

- Survey the property boundary line to tie down the road location. This will also be utilized for identifying this section of property line for Phase 2 of the Forest Management Plan.
- Survey the new road location on LTC property
- Survey the existing road locations on LTC property
- Prepare legal description and maps for recording the easement on LTC property

FOREST ENGINEERING:

Forest engineering services will include:

- Perform road reconnaissance to identify P-Line and landing locations.
- Perform initial road design

The road reconnaissance services will include reconnaissance of the full length of road beginning at the existing LTC road and extending into the most northern harvest units. This is vital to ensure the most effective and efficient road planning and design for the future harvest units.

TASK 2: TIMBER SALE ADMINISTRATION

CONTRACT ADMINISTRATION:

The following services described below will be provided for Contract Administration services for the duration of the Phase 1 Timber Sale Contract:

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

REIMBURSABLE EXPENSES

AKS anticipates the following reimbursable expenses:

- Mileage
- Copies
- Deliveries
- Clerical

POST-SALE ADMINISTRATION

Tree Planting Administration:

These services will include the following activities to re-plant the harvest units in Phase 1:

- Prepare tree planting contract documents to be let out to bid (City Attorney is responsible for legal portion of contract).
- Provide Contract Administration of the Tree Planting Contract.

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

Tree Survival Monitoring:

Monitoring services include performing site visits and tree survival surveys for the first year following tree planting. It is required under the Forest Practice Act to replant and ensure the planted trees survive the initial years and be determined as "Satisfactory Reforestation". This will require 1-2 site visits to perform survival surveys and report finding to the State. AKS will provide recommendations for any site vegetation management that may be required to release the planted trees from any competing vegetation.

ESTIMATE FOR SERVICES

TASK 1: EASEMENT PREPARATION	
EASEMENT SURVEYING:	\$4,000
FOREST ENGINEERING:	\$2,000
TASK 2: TIMBER SALE ADMINISTRATION	
CONTRACT ADMINISTRATION*:	\$30,000
POST-SALE ADMINISTRATION	
TREE PLANTING ADMINISTRATION:	\$8,500
TREE SURVIVAL MONITORING:	\$2,500
REIMBURSABLE EXPENSES:	\$2,000
TOTAL ESTIMATED COST:	\$49,000

*This cost assumes that the timber sale will take 4 months to complete and that daily inspections are required. Costs will be less if fewer inspections are required.

ASSUMPTIONS:

- Contract Administration services are based on harvesting all planned units of Phase 1.
- Easement negotiations and acquisition are not included in this proposal.
- Public outreach services and meetings are not included in this proposal.
- The tree planting contract is to be prepared by AKS with review by the City Attorney.
- The post sale administration does not include the cost to purchase the tree seedlings.
- Tree survival monitoring is only for the first year following planting. Additional monitoring may be necessary depending on the condition of the planted trees. Additional monitoring services can be determined at that time.

BASIS OF FEE AND BILLING:

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

EXCLUSIONS:

Services not specifically included.

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

See attached "General Provisions".

M. Hh

AKS Engineering & Forestry Vancouver, LLC

Date 04-08-13

AKS Engineering & Forestry Vancouver, LLC 9600 NE 126th Avenue, Suite 2520 Vancouver, WA 99682 Mayor Scott Higgins

Date _____

City of Camas PO Box 1055 Camas, WA 98607

GENERAL PROVISIONS

- REIMBURSABLE EXPENSES: Reimbursable expenses of AKS Engineering & Forestry, LLC (AKS) shall be those expenses incurred directly for the project, including but not limited to transportation costs, meals, lodging, computer services, printing, permit fees, and binding charges. Reimbursement for these expenses shall be on the basis of actual costs (if incurred through an outside vendor) or at AKS' current cost rates.
- 2. OUTSIDE SERVICES: Any technical or professional services furnished by an outside consultant or contractor will be billed at cost.
- 3. AKS' FEES AND FEE ESTIMATES: Unless otherwise agreed in writing, charges for all AKS' services will be billed in accordance with AKS' rate schedule in effect at the time the services are performed. Any estimate provided by AKS will be provided on the basis of experience and judgment, but AKS cannot warrant that actual time and expenses will not vary from these fee estimates.
- 4. PAYMENT TO AKS: Monthly invoices will be issued by AKS for all work performed under the terms of this Agreement. Invoices are due and payable on receipt. All amounts more than 30 days past due will be subject to finance charges. Finance charges are computed at a periodic rate of 1.5% per month (which is an annual percentage rate of 18%), unless another rate is mandated by law, in which case the finance charge shall equal the maximum interest rate allowed by law. Client agrees that, if it disputes any portion of an invoice, Client must notify AKS of such dispute in writing within 30 days of the invoice date, which notice must set forth the disputed amount and the reason for such dispute. Client hereby waives any right to dispute an invoice more than 30 days after an invoice's date.
- 5. FAILURE TO PAY: Client acknowledges that failure to timely pay any amount hereunder is a material breach of this Agreement, and that AKS may, in its sole discretion, suspend service and all other obligations under this contract and/or under any other contract between AKS and Client (and/or between AKS and any other client subject to control by Client or any of Client's principals) in the case of any late payment, and that if any payment is not timely made, AKS may further withhold plans, documents, and information (whether such documents and/or information was prepared under this contract, another contract between AKS and Client, or a contract between AKS and any other client subject to control by Client or one of Client's principal's). AKS may claim a lien for all materials, labor, and services furnished if any amount due hereunder is not timely paid. In addition to the principal amount due hereunder, and any Finance Charges that accrue hereunder, Client agrees to pay AKS all collection costs that AKS incurs, regardless of whether or not litigation is initiated, including but not limited to reasonable attorney's fees, court costs, and charges for AKS staff time (at AKS' regular rates). If AKS suspends work as a result of Client's non-payment, AKS may require an additional "start up fee" to re-start work hereunder, even if Client cures all past defaults.
- 6. GOVERNMENT CHANGES: If AKS, pursuant to this Agreement, produces a work product and/or performs field work that complies with the ordinances, policies and procedures of governmental agencies, and any such governmental agency changes its ordinances, policies, procedures or requirements after the date of this Agreement, any additional office or field work thereby required shall be paid for by Client as extra work.
- 7. ADDITIONAL SERVICES: Client agrees that if services not specified in this Agreement are provided, or if Client requests services not specified here-in, Client agrees to timely pay for all such services as extra work at AKS's standard rates (if not otherwise specified).
- 8. CONSTRUCTION COST ESTIMATES: Any construction cost estimates provided by AKS will be on a basis of experience and judgment, but since AKS has no control over market conditions or bidding procedures, AKS cannot warrant that bids or actual construction costs will not vary from these cost estimates.
- 9. PROFESSIONAL STANDARDS: AKS shall only be responsible, to the level of competency and the standards of care, skill, and diligence maintained by professionals providing similar services in AKS' local community at the time that AKS provides services under this Agreement. AKS makes no other warranty, expressed or implied.
- 10. TERMINATION- Either Client or AKS may terminate this Agreement by giving 30 days written notice to the other party. In such event, Client shall immediately pay AKS in full for all work previously authorized and performed prior to effective date of termination.
- 11. LIMITATION OF LIABILITY: Client hereby waives all claims against AKS and releases AKS from any claim, demand, loss, or liability that Client may now or hereafter have against AKS arising out of or in connection with this Agreement or the services provided hereunder (whether in tort, contract or otherwise), provided that any such claim, demand, loss or liability has not resulted from AKS' gross negligence or willful misconduct. In no case shall AKS's liability to the Client for any cause or combination of causes, in the aggregate, exceed the amount of the fee actually paid to AKS under this Agreement. In no event shall AKS be liable for any indirect or consequential damages of any kind.
- 12. LEGAL EXPENSES: In the event either party hereto must seek legal counsel for the purpose of enforcing or otherwise interpreting the terms of this Agreement, whether or not legal action is initiated, the losing party shall pay the prevailing party all fees, costs, and expenses incurred including reasonable attorneys' fees and expert witness fees, including any fees and costs incurred on appeal.
- 13. ENFORCEABILITY: In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired.
- 14. AUTHORIZATION TO PROCEED: Any request by Client for AKS to proceed with work shall constitute an express acceptance of all terms to this Agreement, including these General Provisions.
- 15. TRANSFERABILITY OF AGREEMENT: This Agreement is between Client and AKS and is not transferable without the written consent of the other party.
- 16. ACCESS TO SITE: Unless otherwise stated, Client warrants that AKS will have access to the site, to the same degree as Client, for activities necessary to perform services. Client represents that it has unrestricted access to the site.
- 17. OWNERSHIP OF DOCUMENTS: It is understood and agreed that the calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product"), whether in hard copy or machine-reader form, are instruments of professional service intended for one-time use by Client only for this project only. Work Product is and shall remain the property of AKS. Client shall not obtain the right to use the Work Product, even for one-time use unless all amounts due under this Agreement are paid in full. If Client is in possession of any Work Product and has not paid any amount due hereunder, AKS may demand return of the Work Product, and may specifically enforce Client's obligation to return such Work Product.
- 18. INSURANCE: AKS is covered by a general liability insurance policy and a professional liability policy, which policies shall each provide for at least \$1,000,000 coverage per occurrence. If Client requires additional coverage in excess of that amount, and if procurable, AKS will obtain additional insurance to the level Client requests at Client's sole expense.
- 19. INDEMNITY: Client hereby agrees to defend AKS and hold AKS harmless from any claim, demand, loss or liability, including reasonable attorneys' fees, that results from for any loss, damage or liability arising from any acts by the Client, its agents, staff, and/or other consultants or agents that act at the direction of Client.
- 20. WORK OF OTHERS: Client agrees that AKS shall not be responsible or liable for any work performed or services provided by any entity other than AKS and/or any person that is not a direct employee of AKS. Client acknowledges that AKS may assist Client with the coordination of other contractors and/or design professional and/or consultants, and/or that AKS will make arrangements for the provision of services by others; and Client further acknowledges that such coordination and/or other such efforts does not make AKS liable for the services provided by others. Client understands and expressly acknowledges that AKS does not provide Geo-technical engineering, Traffic engineering, structural engineering, wetland delineation, and electrical engineering, services. Client expressly acknowledges that AKS does not assume responsibility for determining, supervising, implementing or controlling the means, methods, technique, sequencing or procedures of construction, or monitoring, evaluating or reporting job conditions that relate to health, safety or welfare.
- 21. ALL TERMS MATERIAL: All provisions herein are material to AKS's agreement to provide services, and were expressly negotiated by the parties.
- 22. VENUE: Any litigation initiated in connection with this Agreement shall take place in Clark County, Washington, unless such case involves a lien claim that must be litigated elsewhere as a matter of law, in which case all issues related to this Agreement may be litigated in the same forum as the lien claim. All claims of any nature that relate to this Agreement shall be subject to Washington law, unless such claims relate to the foreclosure of a lien and are, as a matter of law, subject to the laws of another state, in which case only the lien claim will be subject to the laws of another state, and all other claims/issues will remain subject to Washington law.
- 23. NOTICE OF CLAIMS: Client shall, and expressly agrees to, provide AKS immediate written notice of any facts that could potentially result in any potential claim against AKS, including but not limited to any dispute, any claimed damages, any perceived failure by AKS, or otherwise. As a condition precedent to any recovery from AKS, Client shall give AKS written notice of any such claim or facts that could result in a claim not later than ten (10) days after the date of the occurrence of the event causing the potential claim. Client's failure to provide such notice, for any reason, shall constitute waiver of such claim.

	PROJECT NO. P-874A		1					Michael Green Construction, Inc PO Box 142				
Project Louis E	Name: Bloch Park Restroom COBG Project		Original Contrac	ct Amount:	\$149,179.72			Washougal, W 360.518 1476 360.817 9948 /				
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE	

	SCHEDULE "A" + PARKS										
1	MOBILIZATION	LS	1 00	\$7,000.00	\$7,000,00	1,00	\$7,000.00	0.00	\$0.00	1 00 j	\$7,000.00
2	PROJECT TEMPORARY TRAFFIC CONTROL	<u>LS</u>	1.00	\$1,800.00	\$1,800.00	0.90	\$1,620.00 }	0.10	\$180.00	1 00	\$1,800.00
3	CLEARING & GRUBBING	LS	1 00	\$1,600.00	\$1,600.00	1.00	\$1,600.00	0.00	\$0.00	1.00	\$1,300.00
4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1 00	\$2,180.00	\$2,180.00	1.09	\$2,180.00	0.00	\$0.00 [1.00]	\$2,160.00
5	RUADWAY EXCAVATION INCLUDING HAUL	CY	43.00]	\$21.00	\$903.00	43.00	\$903.00	0.00]	50.00	43.00)	5903.00
6	CRUSHED SURFACING TOP COURSE	TN	38.00	\$24.20	\$919.60	38.00	\$919.50	0.00	\$0.00	38.001	\$919.60
?	CRUSHED SURFACING BASE COURSE	TN	22.00	\$24.20	\$\$32.40	22.00	\$532.40	0.00	\$0.00	22.00	\$532.40
8	HMA CL 1/2", PG 64-22	TN	13 00	\$275.00	\$3,575.00	13.34	\$3,668.50	0.00	\$0.00	13.34	\$3,668.50
9	EROSION CONTROL AND WATER POLLUTION CTRU	LS	1 00	\$2,000.00	\$2,000.00	0.75	\$1,500.00	0.25	\$500.00	1.00	\$2,000 00
10	ROADSIDE RESTORATION	LS	1 60	\$2,000.00	\$2,000.00	0.75	\$1,500.00	0.25	\$500.00	1.00]	\$2,000.00
11	CEMENT CONCRETE TRAFFIC CURB	LFI	67.00	\$18.10	\$1,212,70	64.00	\$1,158.40	0.00]	\$0.00	64 00	\$1,158,40
12	CEMENT CONCRETE PEDESTRIAN CURB	LF	32.00	\$18.10	\$579.20	33.50	\$606.35 l	0.00	\$0.00	33 50	\$605.33
13	CEMENT CONCRETE SIDEWALK	ŞY	73.00	\$54.50	\$3,978.50	19 00	\$1,035.50	54.00	\$2,943.00	73 00	\$3,978.50
14	CEMENT CONCRETE SIDEWALK RAMP, TYPE 2	EA	1 00	\$1,800.00	\$1,805.00	50.1	\$1,800.00	0.00	\$9.00	1.00	\$1,800.00
15	WHEEL STOP	EA.	2.00	\$125.00	\$250.00	0.00	\$0.00	2.00	\$250.00	2 00	\$250.04
16	IRRIGATION SYSTEM	LS	1.00	\$1,250.60	\$1,250.00	1,00	\$1,250.00	0.00	\$0.60	1.00	\$1,250.00
17	RESTROOM	LS	: 00]	S66.615.00	\$66,615.00	0.63	\$45,298.20	0.30	\$19,984.50	0.98	\$65 282.70
18	RESTROOM ACCESSORIES	LSI	1.00	\$5,000.00	\$5,000.00	0.00	\$0.00	0.50	\$2,500.00	0 50	\$2,500.00
19	ELECTRICAL SYSTEM	LS	1 00	\$16,500.00	\$16,500.00	0.67	\$11,055.00	-0.67	(\$11,055.00)	0.00	\$8.00
29	PROJECT DOCUMENTATION	<u>1.</u> Ş	1 00	\$5,000.00	\$5,000.00	0,50	\$2,500.00	0.25	\$1,250.00	0.75	\$3,759.00
·	Parks Subtotal (Items 1-20):		. <u></u>		\$124,695.40	,,,	\$86,126.95		\$17,052 50	······	\$103,179.45
	Sales Tax: (Items 1-20)	Rate:	8.4%		\$10,474,41		\$7,234 66		\$1,432.41		\$8,667.07
	Parks Total:				\$135,169,81		\$93,361 61		\$18,484 91		\$111,846 52

	SCHEDULE "B" - WATER										
22	SERVICE CONNECTION. + INCH DIA.	EA	1.00	\$4,000.00	\$4,000,00	1.00	\$4,000.00	0.00	\$0.00	1.00	\$4,000.00
	1										
	Water Subtotal: (Item 22)				\$4.000.00		\$4,000.00		\$0.00		\$4,000.00
	Sales Tax: (Item 22)	Rate	8.4%		\$336.00		\$336 00		\$0.00		\$336.00
	Water Total:				\$4,336.00		\$4,336.00		\$0.00		\$4,336.00

	SCHEDULE "C" - SEWER TRENCH SAFETY SYSTEM (MINIMUM BID \$1/L.F.)	1 1 1 1	100 001	00.001	8220 00	100.00	2000 J	0.000	en 10	105,001	\$600 MG
2)		UF .		\$9.00	0.6083	100.00	\$600.00	0.00	\$0.00	100 00	
23	PVC SANITARY SEWCR PIPE & INCH DIA	LF _	57.00	359.00	\$3,192.00	57 00	\$3,192.00	0.00	\$0.00	57 00	\$3,192.00
24	ABS COMPOSITE SEWER PIPE, 4 INCH DIA.	L.F	33.00	830 12	\$993.96	33,00	\$993 96	0.001	<u>\$0 00 </u>	33.00	\$993.96
- 25	SEWER CLEANOUT, 4 INCH DIA	EA	1.00	\$300.00	\$300.00	1.00	\$300.00	0.00]	\$0.00	1 00	\$300.00
26	SEWER CLEANOUT, GINCH DIA	EA	1 00	3400.00	\$400.00	1 00	\$400.00	0.001	\$0.00	1.00	5400.00
27	CONNECTION TO DRAINAGE STRUCTURE	EA	1 06	\$1.500.00	\$1,500.00	1 00	\$1,590.00	0.001	50.00	1 00	\$1,500.00
28	RE-CHANNEL MANHOLE	EA -	1.00{	\$450.00	\$450.00	1 00	\$450.00	0.00	\$0.09	1 00	\$450.00
	Sewer Subtotal (Ilems 21, 23-28):				\$7,435.56		\$7,435.96	<u></u>	\$0.00	L	\$7,435.96
	Sales Tax: (Items 21, 23-28)	Rate	8.4%		\$624 62		\$624 62		\$0.00		\$624 62
	Sewer Total:				\$8,060 58		\$8,060 58		\$0.00		\$8,060 58

	PROJECT NO. P-874A		PAY ESTIMATE: PAY PERIOD:			UR 1/2013 Through	4/5/2013		Michael Green Construction, Inc PO Box 142				
Project Louis E	Name: Noch Park Restroom CDBG Project		Original Contra	et Amount:	\$14	49,179.72			Washougal, W/ 360,518 1476 360,817,9948 I				
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE		CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE	

SCHEDULE "D" - STORMWATER		12 001		6000.00	47,00	2000 22	0.00	s0.00	47.001	2000 VI
20 UNDERDRAIN PIPE, 3 INCH DIA. 30 DRAIN PIPE, 3 INCH DIA.		47.00	\$14.89	5659 83	77.00	5699.83	0.00		77 001	\$699.83
30 DRAIN PIPE, 3 INCH DIA.		11.00	\$10.24	\$788.43		3768.48	0.00	50.00	11 00	\$788.4
Stormwater Subtotal (Items 29-30)				\$1,488 31	i	\$1,488.31		so ae		\$1,488 3
Sales Tax: (Items 29-30)	Rate	8.4%		\$125.02		\$125 02		30.00		\$125.0
Stormwater Total:				\$1,613 33		\$1,613 33		\$0.00		\$1,613 33
				ORIGINAL						
				CONTRACT		TOTAL	ſ	TOTAL		TOTAL
				TOTAL		PREVIOUS		THIS EST.		TO DATE
	SUBTOTAL	s		\$137,619.67		\$99,051 22	1	\$17.052.50		\$116,103 7
	CHANGE ORDERS TO DATE SUBTOTAL					\$0.00		\$0.00		\$0.0
				\$137,619.67		\$99,051.22		\$17,052.50		\$116,103.7
	SALES TAX (8.	4%)		\$11,560.05		\$8,320.30		\$1,432,41		\$9,752.7
	TOTAL CONTR	ACT		\$149,179.72		\$107,371.52		\$18,484.91		\$125,856 4
	LESS 5% RETAI	NAGE				(\$4,952.56)	1	(\$852.63)		(\$5,805.1
	TOTAL LESS RE	TAIN.				\$102,418.96	L	\$17,632.29		\$120,051.2
PARKS ACCT. NUMBER: 300-00-594-760-63	THIS PAY	EST. LESS RETAIN	AGE	\$17,632,29						
WATER ACCT. NUMBER: 424-00-594-340-65	THIS PAY	EST. LESS RETAIN	AGE	\$0.00						
SEWER ACCT. NUMBER: 424-00-594-350-65	THIS PAY	EST. LESS RETAIN	AGE	\$0.00						
STORM ACCT. NUMBER: 419-00-594-530-55	THIS PAY EST, LESS RETAINAGE			\$0.00			1	1		
				• • • • •			· /			

F.I <u>4/19/13</u> Project Engineer Date <u>72-12 4/19/13</u> Date <u>72-12 4/19/13</u> Date <u>72-13</u> Date <u>74-8-13</u>

141) 13 4/9 /13

CITY OF CAMAS WATER, SEWER, STORMWATER AND SOLID WASTE UTILITIES RATE STUDY

The following scope of services has been agreed upon by the City of Camas and FCS GROUP for completion of the Utilities Rate Study.

WATER UTILITY

- Data Collection
- Revenue Requirement
 - Complete revenue reconciliation/audit of complete system (review monthly data for most recent calendar year)
 - Include O&M, taxes, debt service and rate funded capital
 - Include future anticipated projects from CIP or Comprehensive Planning document(s)
 - Develop capital funding plan (reserves, SDC's, rates and/or debt)
 - Evaluate fund balances
 - Test of sufficiency (cash flow and debt coverage)
 - Annual rate transition strategy
 - Two (2) sensitivity analyses
- Cost of Service
 - Functionalize and classify assets and O&M
 - Develop customer category allocation factors
 - Allocate costs by customer category
 - Sensitivity analysis of industrial customer increased use
 - Develop unit cost rates
- Rate Design
 - No rate structure changes identified,
 - Compute test bill comparisons to quantify rate impacts for each customer category
 - SDC Calculate the change in SDC from Jones Boulder Project and minor adjustments to existing projects on the list

SEWER UTILITY

- Data Collection
- Revenue Requirement
 - Complete revenue reconciliation/audit of complete system (review monthly data for most recent calendar year)
 - Include O&M, taxes, debt service and rate funded capital

- Include future anticipated projects from CIP or Comprehensive Planning document(s)
- Evaluate fund balances
- Develop capital funding plan (reserves, SDC's, rates and/or debt)
- Test of sufficiency (cash flow and debt coverage)
- Annual rate transition strategy
- Two (2) sensitivity analyses
- Cost of Service
 - Functionalize and classify assets and O&M
 - Review cost allocation by strength (addition of new strength category, credit for solids)
 - Develop customer category allocation factors
 - Allocate costs by customer category
 - Develop unit cost rates
- Rate Design
 - No rate structure changes identified,
 - Compute test bill comparisons to quantify rate impacts for each customer category

SOLID WASTE UTILITY

- Data Collection
- Revenue Requirement
 - Complete revenue reconciliation/audit of complete system (review monthly data for most recent calendar year)
 - Include O&M, taxes, debt service and rate funded capital
 - Include future anticipated projects or equipment from CIP
 - Develop capital/equipment funding plan (reserves/cash/loan)
 - Update recycle pass-through costs
 - Evaluate fund balances
 - Test of sufficiency (cash flow and debt coverage)
 - Annual rate transition strategy
 - Two (2) sensitivity analyses
- Rate Design
 - No rate structure changes apply overall increase equally to each rate
 - Discuss impact to rates if council adopted a low income/senior subsidized rate
 - Compute test bill comparisons to quantify rate impacts for each customer category/size

STORMWATER UTILITY

Data Collection

- Revenue Requirement
 - Complete revenue reconciliation/audit of complete system (review monthly data for most recent calendar year)
 - Include O&M, taxes, debt service and rate funded capital
 - Include future anticipated projects from CIP or Comprehensive Planning document(s)
 - Develop capital funding plan (reserves, rates and/or debt)
 - Evaluate fund balances
 - Test of sufficiency (cash flow and debt coverage)
 - Annual rate transition strategy
 - Two (2) sensitivity analyses
- Rate Design
 - No rate structure changes identified,
 - Compute test bill comparisons to quantify rate impacts for each customer category

PROJECT REVIEW MEETINGS

- Two project review meetings (1-onsite meeting and 1 two hour GoTo Meeting)
- Two Council presentation (includes presentation materials)
- Additional meetings requested will be billed on time and materials. Typical costs per meeting range from \$1,760 (one attendee, no presentation) to \$3,800 (two attendees plus presentation development)

DOCUMENTATION

Draft report for review and final report with technical exhibits included

ISSUE PAPER

Issue paper on large user contract rates

BUDGET BY TASK

	CONTRACTOR OF SHE	ningi stano			0.000	A Market and	Section Constant
		Study	Project		8.98.99 B	Total	Proposed
Task	Principal Findlay	Manager Sanchez	Consultant Various	Analys Vations	Admin Support	Estimated Hours	Labor Budget
Hourly Billing Rates:	5225	\$220	5165	5/10		- indis	Condita I
Water Utility							
Task 1 - Data Collection Validation	_		-	2	2	4	\$370
Task 2 - Revenue Requirement		\$	24	-	-	32	5,720
- Customer Statistics Development/Validation		2	10	36		48	6,050
Fask 3- Cost of Service		8	24	16		48	7,480
Task 4 - Rate Design (no rate structure changes)		4	-1	8		20	3,080
Task 5 - SDC - Addition of Jones Project Only	· ·	4	2	0	•	- 20	550
	·····	23			2	155	\$23,250
Subtotal Water Utility Rate Study	-	25	66	02	-	100	212/20
Sewer Utility							[
Task 1 - Data Collection Validation				2	2	4	\$370
Task 2 - Revenue Requirement		8	24	-	~	32	5,720
Customer Statistics Development/Validation		2	-7	30	-	40	5,060
Task 3- Cost of Service (review strength allocation)		ŝ	24	12		40	7.040
Task 4 - Rate Desien (no rate structure changes)			24		-	20	3,080
		4		52	2	140	\$21,270
Subtotal Sewer Utility Rate Study	-	22	64	52	2	140	\$21,270
Solid Waste Utility							
Task 1 - Data Collection Validation			_	2	2	4	\$370
Task 2 - Revenue Requirement		8	10	20	-		5.610
Customer Statistics Development-Validation		0	10	20	•		0
Task 3- Cost of Service		•	-	•	•		0
	-	-	-		-	-	1
Task 4 - Rate Design (Equal adjustments, low income rate impact)		3	8	3	2	14	2.310
Subtotal Solid Waste Utility Rate Study		11	18	40	4	20	\$8,290
Storawater Utility							
Task I - Data Collection Validation		_		2	2	4	\$370
Task 2 - Revenue Requirement		8	10	20	~	38	5.610
- Customer Statistics Development/Validation	_	•	2	\$		10	1,210
Task 3 - Rate Design		2	- 4	4		10	1,540
Subtotal Stormwater Utility Rate Study		10	16		2	62	\$8,730
Solioial Stofniwaler Only Kale Shudy	-	10	10	.4	-	02	36,750
Total Technical Analysis Budget	*	66	166	173	8	413	\$61,54
Meetings Presentations (2 staff meetings, 2 Council presentation)							
- 2 Review Meetings (1 onsite, 1 GoTo Meetings)	-	10	10	2		22	\$4,070
 2 Council Presentation (incl. presentation development) 	-	16	20		1	37	6,895
Documentation (Full Report)	-	4	32	8	4	48	7,340
Issue Paper - Large User Contract Rates		10	•	•	1	11	2.275
Total Process Tasks	-	40	62	10	6	118	\$20,58
Expenses							1
Technology Charge							\$2,655
Mileage - 2 Meetings: 1-Onsite Review Meeting &2-Council presentation							555
							1
Fotal All		106	228	183	14	531	\$85,330

Page 1

CONTRACT AGREEMENT

BETWEEN

FINANCIAL CONSULTING SOLUTIONS
GROUP, INC.ANDCITY OF CAMASRedmond Town Center616 NE Fourth Avenue616 NE Fourth Avenue7525 - 166th Ave. NE, Suite D-215
Redmond, Washington 98052P.O. Box 1055
Camas, WA 98607

PROJECT: Water, Sewer, Stormwater and Solid Waste Utilities Rate Study

THIS AGREEMENT combines all understandings between the Parties regarding professional services for the Project named above and supersedes all prior proposals, quotations, solicitations, negotiations, representations, agreements or understandings, whether written or oral.

The performance of the professional services herein described and authorized by **City of Camas**, as well as payment for such services, shall be in accordance with the terms and conditions presented in this Agreement and the following Sections and Exhibits which are attached and incorporated by reference which, taken together, shall constitute the whole Agreement.

Section I	•••	Relationship of the Parties
Section II		Contract Provisions
Exhibit A	••	Scope of Work and Task Plan
Exhibit B	-	Budget

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this ______ day of ______, 20_____.

APPROVED:

FINANCIAL CONSULTING SOLUTIONS GROUP, INC.

APPROVED:

CITY OF CAMAS

Angie	Sanchez	Virnoche
Princip	bal	

Date: _____

Date:

ATTEST:

SECTION I: RELATIONSHIP OF THE PARTIES

The **City of Camas** ("Client"), desires to complete a Water, Sewer, Stormwater and Solid Waste Utilities Rate Study ("Project"). In furtherance of the Project, the Client hereby contracts with **Financial Consulting Solutions Group, Inc.** ("FCS GROUP") to perform the professional services described in Exhibit A of this Agreement. All services shall be performed under the joint supervision of the Client's Representative, Eric Levison, or a designee or designees identified in writing to FCS GROUP by the Client's Representative.

This Agreement shall inure to the benefit of and be binding upon successors, assigns, and legal representatives of each of the Parties hereto. Any assignment or transfer of an interest in this Agreement by either Party without the written consent of the other shall be void.

SECTION II: CONTRACT PROVISIONS

1. <u>Scope of Work</u>: FCS GROUP shall perform the service for the Client which as defined in **Exhibit A** of this Agreement.

2. <u>Time for Completion</u>: The Scope of Work for the conduct of the study as set forth above is anticipated to be completed by FCS GROUP within a time frame approximating that shown by the following schedule:

Notice to Proceed: Upon signature of this agreement by both parties Completion of Project: On or before December 31, 2013.

FCS GROUP agrees to perform the work described in the Scope of Work according to the contract schedule. Any delays shall be agreed upon by FCS GROUP and Client prior to the due date. Changes in the schedule caused by Client delays may require additional compensation and a change order.

If FCS GROUP is delayed in the performance of services by conditions which are beyond their control, or by a change in the scope of work, the schedule showing time of performance may be revised. Any revision thereto shall be submitted in writing to the Client for review and approval by the Client Representative. If FCS GROUP's services are temporarily suspended by the Client in the interest of the Project and with written notice to FCS GROUP, and the suspensions last longer than 90 consecutive days, FCS GROUP shall be compensated for any additional labor and direct expenses incurred due to the interruption and resumption of services.

3. <u>Payment</u>: FCS GROUP will be paid by the Client on a time and materials basis as outlined in **Exhibit B**. FCS GROUP agrees to perform the services as set forth in Exhibit A at a cost not to exceed **\$85,330**. It is understood that FCS GROUP will not exceed this amount without the Client's prior written authorization.

Payment to FCS GROUP for services set forth in Exhibit A shall be: an amount equal to FCS GROUP's standard billing rates as set forth in Exhibit B multiplied by the actual hours worked. Should any unforeseen project delays, not caused by FCS GROUP, and/or any requested amendments to the original scope of work, cause this contract to extend more than 90 days past the original contracted schedule date, any work and/or amendments to the work shall be billed at the standard billing rates in effect for the period of time the work is being performed. If said change in billing rates will cause the project to exceed the amount stated in the preceding paragraph, a change order will be prepared and signed by both parties.

Direct expenses will not be charged except as identified in Exhibit B. Payment shall be made monthly upon receipt and approval of FCS GROUP's invoice.

♦ CS GROUP

www.fcsgroup.com

4. <u>Supplemental Agreements</u>: Supplemental Agreements may be entered into upon mutual written agreement that would increase or decrease the scope and associated costs and payment.

5. <u>Work to be Accomplished</u>: All work accomplished will be performed under the direction of the Client Representative or his/her Designee.

6. <u>Termination</u>: This contract may be terminated by the Client by giving FCS GROUP written notice of such termination no fewer than fifteen (15) days in advance of the effective date of said termination. FCS GROUP shall be entitled to terminate this agreement only in the case of a material breach by the Client, and upon failure of the Client to remedy said breach within fifteen (15) days of said notice. In the event that the contract is terminated before completion, FCS GROUP shall be paid for the services to date on the basis set forth in Paragraph 3, plus 10% of the total compensation earned to time of termination to compensate for FCS GROUP's rescheduling adjustments, reassignment of personnel, and related costs incurred due to termination. The Client shall notify FCS of termination or abandonment in writing.

7. <u>Indemnity</u>: FCS GROUP shall comply with all Federal Government, State and local laws and ordinances applicable to the work to be done under this Agreement.

FCS GROUP hereby agrees to hold the Client harmless from and shall process and defend at its own expense, specific claims, demands or suits at law or equity, arising from FCS GROUP's negligent performance of the provisions of this Agreement; provided that if the Client and FCS GROUP are concurrently negligent, FCS GROUP shall be required to indemnify and defend only in proportion to negligence of FCS GROUP. These indemnity provisions shall not require FCS GROUP to defend or indemnify the Client against any action based solely on the alleged negligence of the Client.

8. <u>All Work Produced is Joint Property of FCS GROUP and the Client</u>: The materials, computer programs, reports, calculations, analyses, etc., generated by FCS GROUP under this contract including the final report shall be the joint property of the Client and FCS GROUP. FCS GROUP may retain copies thereof for work paper documentation and their own use unless specifically restricted in writing by the Client as to use.

Computer models use generally available software, such as Microsoft Excel (TM), and FCS GROUP does not intend or imply any warranty of those programs.

9. <u>Financial Forecasts</u>: Neither FCS GROUP's name nor the report and its financial projections may be referred to or included in any prospectus or as a part of any offering or representation made in connection with the sale of securities or participation interests to the public, whether through a public or private offering.

The information used in developing the forecast assumptions will be derived from published information and other sources FCS GROUP considers appropriate. However, FCS GROUP cannot assume responsibility for the accuracy of such material. Moreover, forecasts are subject to many uncertainties as to the future; therefore, FCS GROUP cannot represent that the projected financial statements will be representative of the results that actually occur. FCS GROUP will endeavor to include appropriate comments drawing the readers' attention to these matters.

10. Integrated Agreement: This agreement together with attachments or addenda, represents the entire and integrated agreement between the Client and FCS GROUP supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended by written instrument signed by both the Client and FCS GROUP.

11. <u>Independent Contractor</u>: The parties intend that an independent Contractor/Client relationship will be created by this agreement. No agent, employee, or representative of FCS GROUP shall be deemed to be an agent, employee, or representative of the Client for any purpose. FCS GROUP shall be

solely responsible for all acts of its agents, employees, representatives, and subcontractors during the performance of this contract.

12. Equal Opportunity: FCS GROUP is committed to the principles of providing equal employment opportunities for all employees. The performance and diversity of our employees will help us meet the challenges of the present and the future in serving our clients. This policy statement is a reaffirmation of our long-standing commitment to provide equal opportunity on the basis of individual merit and personal qualifications to employees and applicants for employment without regard to race, color, religious creed, sex, sexual orientation or preference, gender identity, genetic characteristics or information of employee or family, age, national origin, ancestry, marital status, citizenship, the presence of sensory, mental, or physical disability, pregnancy/childbirth or related condition, medical condition, membership in the military service, veteran's status, political ideology or any other basis protected by applicable federal, state, or local laws.

13. <u>Notices</u>: Notices to the Client shall be sent to the following address:

City of Camas Attention: Eric Levison, Public Works Director 616 NE Fourth Avenue P.O. Box 1055 Camas, WA 98607

Notices to FCS GROUP shall be sent to the following address:

Financial Consulting Solutions Group, Inc.

Attention: Angie Sanchez Virnoche, Principal Redmond Town Center 7525 – 166th Ave. NE, Suite D-215 Redmond, Washington 98052

EXHIBIT A: SCOPE OF WORK AND TASK PLAN WATER, SEWER, STORMWATER AND SOLID WASTE UTILITIES RATE STUDY

The following scope of services has been agreed upon by the City of Camas and FCS GROUP for completion of the Utilities Rate Study.

Water Utility

- Data Collection
- Revenue Requirement
 - Complete revenue reconciliation/audit of complete system (review monthly data for most recent calendar year)
 - Include O&M, taxes, debt service and rate funded capital
 - Include future anticipated projects from CIP or Comprehensive Planning document(s)
 - Develop capital funding plan (reserves, SDC's, rates and/or debt)
 - Evaluate fund balances
 - Test of sufficiency (cash flow and debt coverage)
 - Annual rate transition strategy
 - Two (2) sensitivity analyses
- * Cost of Service
 - Functionalize and classify assets and O&M
 - Develop customer category allocation factors
 - Allocate costs by customer category
 - Sensitivity analysis of industrial customer increased use
 - Develop unit cost rates
- Rate Design
 - No rate structure changes identified,
 - Compute test bill comparisons to quantify rate impacts for each customer category
 - SDC Calculate the change in SDC from Jones Boulder Project and minor adjustments to existing projects on the list

Sewer Utility

- Data Collection
- Revenue Requirement
 - Complete revenue reconciliation/audit of complete system (review monthly data for most recent calendar year)
 - Minclude O&M, taxes, debt service and rate funded capital
 - Include future anticipated projects from CIP or Comprehensive Planning document(s)
 - Evaluate fund balances

Second GROUP

- Develop capital funding plan (reserves, SDC's, rates and/or debt)
- Test of sufficiency (cash flow and debt coverage)
- Annual rate transition strategy
- Two (2) sensitivity analyses
- Cost of Service
 - Functionalize and classify assets and O&M
 - Review cost allocation by strength (addition of new strength category, credit for solids)
 - Develop customer category allocation factors
 - Allocate costs by customer category
 - Develop unit cost rates
- Rate Design
 - No rate structure changes identified,
 - Compute test bill comparisons to quantify rate impacts for each customer category

Solid Waste Utility

- Data Collection
- Revenue Requirement
 - Complete revenue reconciliation/audit of complete system (review monthly data for most recent calendar year)
 - Include O&M, taxes, debt service and rate funded capital
 - Include future anticipated projects or equipment from CIP
 - Develop capital/equipment funding plan (reserves/cash/loan)
 - Update recycle pass-through costs
 - Evaluate fund balances
 - Test of sufficiency (cash flow and debt coverage)
 - Annual rate transition strategy
 - Two (2) sensitivity analyses
- Rate Design
 - No rate structure changes apply overall increase equally to each rate
 - Discuss impact to rates if council adopted a low income/senior subsidized rate
 - Compute test bill comparisons to quantify rate impacts for each customer category/size

Stormwater Utility

- Data Collection
- * Revenue Requirement
 - Complete revenue reconciliation/audit of complete system (review monthly data for most recent calendar year)
 - Include O&M, taxes, debt service and rate funded capital

SHON GROUP

- Include future anticipated projects from CIP or Comprehensive Planning document(s)
- Develop capital funding plan (reserves, rates and/or debt)
- Evaluate fund balances
- Test of sufficiency (cash flow and debt coverage)
- Annual rate transition strategy
- Two (2) sensitivity analyses
- Rate Design
 - No rate structure changes identified,
 - Compute test bill comparisons to quantify rate impacts for each customer category

Project Review Meetings

- Two project review meetings (1-onsite meeting and 1 two hour GoTo Meeting)
- Two Council presentation (includes presentation materials)
- Additional meetings requested will be billed on time and materials. Typical costs per meeting range from \$1,760 (one attendee, no presentation) to \$3,800 (two attendees plus presentation development)

Documentation

Draft report for review and final report with technical exhibits included

Issue Paper

Issue paper on large user contract rates

EXHIBIT B: FINANCIAL CONSULTING SOLUTIONS GROUP, INC. BUDGET

	Study	Project			Total	Proposed
Task	Manager Sanchez	Consultant Various	Analyst Various	Admin. Support	Estimated Hours	Labor Budget
Hourly Billing Rates:	\$220	\$165	\$110	\$75	eren al al	
Water Utility						
Task 1 - Data Collection/Validation	-	2	2	2	4	\$370
Task 2 - Revenue Requirement	8	24	-	-	32	5,720
- Customer Statistics Development/Validation	2	10	36	-	48	6,050
Task 3- Cost of Service	8	24	16	-	48	7,480
Task 4 - Rate Design (no rate structure changes)	4	8	8	-	20	3,080
Task 5 - SDC - Addition of Jones Project Only	1	2		2	3	550
Subtotal Water Utility Rate Study	23	68	62	2	155	\$23,250
Sewer Utility						
Task 1 - Data Collection/Validation	2	2	2	2	4	\$370
Task 2 - Revenue Requirement	8	24	12	-	32	5,720
- Customer Statistics Development/Validation	2	8	30	21	40	5,060
Task 3- Cost of Service (review strength allocation)	8	24	12	-	44	7,040
Task 4 - Rate Design (no rate structure changes)	4	8	8	2	20	3,080
Subtotal Sewer Utility Rate Study	22	64	52	2	140	\$21,270
Solid Waste Utility						
Task 1 - Data Collection/Validation	2	2	2	2	4	\$370
Task 2 - Revenue Requirement	8	10	20	-	38	5,610
- Customer Statistics Development/Validation	1	-	14	-	121	C
Task 3- Cost of Service		2	1	-	141	C
Task 4 - Rate Design (Equal adjustments, low income rate impact)	3	8	3	-	14	2,310
Subtotal Solid Waste Utility Rate Study	11	18	25	2	56	\$8,290
Stormwater Utility						
Task 1 - Data Collection/Validation		÷	2	2	4	\$370
Task 2 - Revenue Requirement	8	10	20	-	38	5,610
- Customer Statistics Development/Validation	-	2	8	-	10	1,210
Task 3 - Rate Design	2	4	4	-	10	1,540
Subtotal Stormwater Utility Rate Study	10	16	34	2	62	\$8,730
Total Technical Analysis Budget	66	166	173	8	413	\$61,54
Meetings/Presentations (2 staff meetings, 2 Council presentation) - 2 Review Meetings (1 onsite, 1 GoTo Meetings)	10	10	2		22	\$4,070
- 2 Council Presentation (incl. presentation development)	16	20		1	37	6,895
Documentation (Full Report)	4	32	8	4	48	7,340
Issue Paper - Large User Contract Rates	10	3.5		1	11	2,275
Total Process Tasks	40	62	10	6	118	\$20,58
Expenses						
Technology Charge						\$2,655
Mileage - 2 Meetings: 1-Onsite Review Meeting &2-Council presentation						555

For any client-requested extraordinary expenses, specific terms will be established prior to expenditure and billing.

ORDINANCE NO. <u>2673</u>

AN ORDINANCE granting to Sawtooth Technologies, LLC.

the right and franchise to construct, maintain, and operate a fiber optic network, and related appurtenances, for the transmission of broadband Internet services, over, under, and across certain real property; and specifying the limitations and conditions of such franchise.

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

Section I

GRANT OF FRANCHISE

The City of Camas, a municipal corporation and non-charter code city in the State of Washington, 616 NE 4th Avenue, P. O. Box 1055, Camas, Washington 98607 (hereinafter referred to as "City") hereby grants to Sawtooth Technologies, LLC., P. O. Box 857, Stevenson, WA 98648 (hereinafter referred to as "Grantee"), the right, privilege, and franchise to construct, maintain, and operate a fiber optic network and related appurtenances for the transmission of broadband Internet services, over, under, and across the City's real property, as described in Exhibit A attached hereto (hereinafter referred to as "Franchise").

The Franchise herein granted shall be deemed non-exclusive, and shall continue and endure throughout the term of this ordinance so long as the Grantee is in compliance with all the terms of this ordinance and all applicable laws and regulations of the federal, state and local governments.

Section II

TERM

This Franchise and the rights granted hereunder to Grantee in this ordinance shall extend and endure for a term of twenty-five (25) years from the effective date of this ordinance unless terminated sooner by the City as hereinafter provided.

Section III

CONSTRUCTION AND MAINTENANCE

All work done by Grantee in connection with the construction, operation, and maintenance of said fiber optic network shall be performed to the satisfaction and subject to the supervision of the city public works director or other duly constituted representative of the City.

Grantee shall not cause any permanent injury to the streets of the City or to the City's utilities located therein, nor shall Grantee in any manner unreasonably disturb or interfere with any water, gas or sewer lines or other conduits now or hereafter laid by the City or any authorized company or corporation in said streets.

Except as to emergency repairs, Grantee shall, prior to installing, repairing or relocating any pipe, main, conduit, or service line, file with the Public Works Department, or such other person designated by the City, plans and specifications thereof showing the work to be done, the location

and nature of the installation to be made, repaired or maintained, and a schedule showing the time of beginning and completion, and shall secure the approval of the City before proceeding with any such work, and shall obtain all necessary permits prior to proceeding with such work. Any subsequent changes in the plans, specifications, or schedules shall require the approval of the City.

Section IV

REPAIR

The Grantee shall, at its own cost and expense, promptly repair all streets and other public places in any way disturbed by the Grantee, its agents, employees, or contractors, and shall restore the same to as good a condition as the same were prior to doing any work therein. Whenever Grantee's construction, maintenance, and repair of the fiber optic require trenching in the improved roadway, Grantee shall design and install a 0.12 foot depth asphalt pavement overlay over the entire roadway where Grantee has cut trenches into the improved roadway.

Section V

RELOCATION

Nothing in this Ordinance shall be deemed or construed to limit the power of the proper authorities of the City of Camas to prosecute and maintain public or local improvements. Whenever in the prosecution or maintenance of such improvements it becomes necessary or convenient to remove, readjust, relocate, or change the location of Grantee's fiber optic cable and appurtenances thereto, the same shall be done by and at the sole expense of the Grantee. Grantees shall remove, readjust, relocate or change location of Grantee's fiber optic cable within 90 days of written notification from the City unless otherwise agreed to by City. In the event Grantee fails to do so, then City may, at Grantee's sole expense, have the fiber optic cable relocated by City's contractor. In such event, Grantee shall pay the cost of relocation within 30 days of submission of an invoice by City.

Section VI

INDEMNIFICATION

The Grantee shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys fees, arising out of or in connection with activities or operations performed by the Grantee or on the Grantee's behalf pursuant to this Franchise, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the City, its officies, officials, employees, and volunteers, Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51, RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Franchise.

Section VII

City of Camas Franchise

INSURANCE

Grantee shall procure and maintain, for the duration of the Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on the Grantee's behalf with the issuance of this Franchise.

Grantee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Grantee shall obtain insurance of the type described below:

- <u>Commercial General Liability</u> insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Grantee's Commercial General Liability insurance policy.
- 2. <u>Automobile Liability</u> insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- 3. <u>Excess or Umbrella Liability</u> insurance shall be at least as broad in coverage scope, as the Grantee's Commercial General Liability and Automobile Liability insurance.

B. Minimum Amounts of Insurance

Applicant shall maintain the following insurance limits:

- <u>Commercial General Liability</u> insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 productscompleted operations aggregate limit.
- 2. <u>Automobile Liability</u> insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- 3. <u>Excess or Umbrella Liability</u> insurance shall be written with limits not less than \$5,000,000 per occurrence and aggregate. This minimum amount requirement may be satisfied instead through the Grantee's Commercial General Liability and Automobile Liability insurance, or any combination of Commercial General, Automobile Liability, and/or Umbrella.

C. Other Insurance Provision

The Grantee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, selfinsurance, or insurance pool coverage maintained by the City shall be excess of the Grantee's insurance and shall not contribute with it.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Grantee shall furnish the City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the Applicant before issuance of the Permit.

F. Notice of Cancellation

The Grantee shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance

Failure on the part of the Applicant to maintain the insurance as required shall constitute a material breach of the permit or agreement, upon which the City may, after giving five business days notice to the Grantee to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

Section VIII

NON-EXCLUSIVE FRANCHISE

Nothing in this ordinance shall be construed as granting an exclusive franchise or privilege for the use of the City's property as described in Exhibit A, provided however, that any grantee of similar rights and privileges shall not in the exercise thereof unreasonably interfere with the exercise of the rights and privileges hereunder granted.

Section IX

ACCEPTANCE OF FRANCHISE

Grantee shall forfeit and shall be deemed to have forfeited and abandoned all rights, privileges and authority hereby conferred, unless within thirty (30) days after the effective date of this ordinance, it shall file in the office of the City Clerk written acceptance of the rights and privileges conferred hereby, which acceptance shall contain an express understanding by the Grantee, for itself and its successors and assigns, to faithfully comply with and abide and be bound by the terms of this Franchise and all of the requirements hereof, and to faithfully and timely keep and perform each and every term, covenant, agreement, obligation and condition required of, or imposed upon it or them by this Franchise and the Camas Municipal Code. Section X

TERMINATION

City of Camas Franchise

Sawtooth Technologies, LLC.

In case of the failure on the part of the Grantee to comply with any of the provisions of this ordinance, or if Grantee does or causes to be done any act or thing prohibited by or in violation of the terms of this ordinance, the City may declare a forfeiture of all rights and privileges granted by this ordinance and all rights thereunder shall cease; provided however, that such forfeiture shall not occur or take effect until the City serves by certified mail, return receipt requested, a written notice upon the local manager of Grantee setting forth clearly and in detail the failure or violation complained of, and Grantee shall thereafter have thirty (30) days from the date of mailing said notice in which to comply with the conditions of this right and privilege. If such failure or violation continues beyond said thirty (30) days, then the City may terminate this right and privilege by ordinance.

Section XI

REMEDIES

In addition to other remedies provided herein, the City reserves and shall have the right to pursue any remedy to compel or enforce the Grantee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture for any reasons herein stated, after giving the notice required hereby, nor shall the delay of the City in declaring a forfeiture preclude it from thereafter doing so.

Section XII

ASSIGNMENT

This franchise and the rights herein granted may be assigned only with the consent of the City, but no such assignment shall be of any force or effect until a copy thereof, certified as such by the property officials of the Grantee, shall have been filed in the office of the City Clerk, nor until the City Council of the City shall have consented to such assignment. Any such successor or assignee of the Grantee must file with the City Clerk written acceptance of the rights and privileges conferred hereby and such successor's or assignee's agreement to fully comply with and abide by and be bound by the terms of this ordinance and all the requirements hereof, and to faithfully and timely keep and perform each and every term, covenant, agreement, obligation and condition required of or imposed upon the Grantee hereunder.

Section XIII

FEDERAL INTEREST

Federal Interest. Grantee will be using funds under a Federal Grant under the Broadband Technology Opportunities Program ("BTOP") to finance the construction of fiber optic broadband facilities and equipment under this franchise. Pursuant to BTOP, Grantee holds its interest in the franchise and the broadband facilities and equipment as trustee for the Federal Agency administering that program, specifically, the National Telecommunications and Information Administration ("NTIA"). BTOP requires participants in that program to file a Covenant of Purpose, Use and Ownership (the "Federal Covenant") with the County Auditor where the property is located. The Federal Covenant requires that the Grantee's interest in the franchise or in the broadband facilities or equipment located on or in the property that is subject to the franchise, not be sold during the useful life of those items without the prior consent of

City of Camas Franchise

Sawtooth Technologies, LLC.

NTIA. In light of the foregoing, the parties hereto agree as follows:

(a) Grantee may file a Federal Covenant pertaining to the franchise in a form substantially to that attached hereto.

(b) Any provisions of this franchise that conflict with the rules and regulations under BTOP are made subject to the provisions of those rules and regulations.

(c) Notwithstanding the provisions contained in Section XII hereinabove, Grantee may assign its interest in this franchise to NTIA if required to do so under the rules and regulations of BTOP.

Section XIV

COMPENSATION

As compensation for the franchise granted by this ordinance, Grantee shall pay to the City a one time franchise fee of \$1,000.00. Said franchise fee shall be payable within 30 days of adoption of this Ordinance by City.

The Grantee shall also be required to pay all license fees and taxes which it may be required to pay by any other ordinance now in effect or hereinafter enacted, including a business or occupation tax or public utility tax on persons engaged in the business carried on by Grantee.

Section XV

PUBLICATION EXPENSE

In addition to the annual license fee, Grantee shall reimburse the City for the cost of publication of this ordinance.

Section XVI

EFFECTIVE DATE

This ordinance shall take effect and be in force five (5) days from and after its passage and publication and after acceptance by the Grantee as above required.

PASSED by the Council and APPROVED by the Mayor this _____ day of _____, 2013__.

SIGNED:_____ Mayor

ATTEST	.
Clerk	

APPROVED as to form:

City Attorney

Sawtooth Technologies, LLC.