



CITY COUNCIL MEETING AGENDA
Monday, November 5, 2012, at 7 p.m.
Camas City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENT

V. CONSENT AGENDA

- A. Approve the minutes of the October 15, 2012, Camas City Council Meeting and the work session minutes of October 15, 2012.
- B. Approve claim checks as approved by the Finance Committee.
- C. Authorize Mayor to sign Amendment No. 1 to the Facilities Lease with Sprint Spectrum Realty Company. The amendment provides for minor revisions on original exhibits to define changes in system upgrades and locations. It also amends notice addressing.
- D. Authorize Mayor to sign a professional service agreement with Architect Associative, Inc., for the design of the Lacamas Lake Lodge Project in the amount of \$88,484 plus an estimated \$4,424 in reimbursable expenses.
- E. Authorize Mayor to sign a professional services agreement with J.D. Walsh & Associates for the design of the Lacamas Lake Lodge Project in the amount of \$67,913.
- F. Authorize Mayor to sign Change Order No. 1 for Project P-871 Community Center Roof Replacement in the amount of \$4,066.24 to Gregg Roofing, Inc. Staff requested that the contractor complete work outside the original scope for the project. The additional work that was performed included supply and the installation of algae moss resistant composition shingles in the amount of \$1,125 plus sales tax and the additional labor and materials for the deck repairs in the amount of \$2,626.14 plus tax.
- G. Approve Pay Estimate No. 1 for Project P-871 Community Center Roof Replacement to Gregg Roofing, Inc., in the amount of \$44,244.86.
- H. Approve Pay Estimate No. 30 for Project WS-656 Waste Water Treatment Plant (WWTF) Improvements, Phase 2A to McClure & Sons, Inc., in the amount of \$38,716.69 for the work performed for the period ending August 30, 2012.
- I. Authorize Mayor to sign an interlocal agreement between the City Camas and the Washington State Department of Enterprise Services (DES) for the Police Department's HVAC replacement design and funding. The Interlocal allows the City to

utilize the list of preselected consultants for the design and installation of the equipment and insures eligibility and reporting requirements for the upcoming Department of Commerce Energy Grant.

- J. Authorize Mayor to sign the Professional Service Agreement with Abacus Resource Management Company for an investment grade energy audit of the Camas Police facility not to exceed \$9,500. The agreement with Abacus provides for an investment grade energy audit to comply with the requirements of the upcoming Department of Commerce Grant cycle which is due on January 15, 2013. Clark Public Utilities has committed \$3,500 towards the cost of the audit and NW Natural anticipates a \$3,000 contribution when the improvements are installed and accepted.
- K. Authorize Mayor to sign an amendment to the State of Washington Intergovernmental Agreement No. 4175. The City signed the original agreement with the Washington State Library in 2003 for the Camas Public Library to utilize the K-20 network. The network is going to upgrade the connection to the Camas Library from a copper T1 line to 10 Mbps fiber. This amendment adds this type of connection to the compensation section of the contract.

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

VIII. FIRE

- A. Fire/Emergency Medical Services Oath of Office for new firefighters.
 - 1. Details: Three new firefighters hired on SAFER Grant to take the Oath of Office from the Mayor.
- Department/Presenter: Cliff Free, Division Chief of Emergency Medical Services and Ron Schumacher, Division Chief/Fire Marshal

IX. PUBLIC WORKS

- A. Ordinance No. 2662 Revising Camas Municipal Code 12.40.290(D) pertaining to the Cemetery
 - 1. Details: Ordinance revision to allow for a second marker on existing single and companion grave sites where a marker already exists. This item has been reviewed by the Cemetery Board and at Council Workshop.
- Department/Presenter: Eric Levison, Public Works Director
Recommended Action: Adopt Ordinance No. 2662

X. ADMINISTRATION

A. Resolution No. 1252 adopting the procedural rules for the conduct of City Council meetings and workshops.

1. Details: The resolution adopts procedural rules. This has been discussed at several worksessions, most recently on October 1, 2012.

Department/Presenter: Lloyd Halverson, City Administrator and Council members Greg Anderson and Linda Dietzman

Recommended Action: Adopt Resolution No. 1252

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 person with special needs have opportunities to participate. For more information, please call 360.834.6864.



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT
Monday, October 15, 2012 at 4:30 p.m.
Camas City Hall, 616 NE 4th Avenue

NOTE: Due to video technical issues, the first ten minutes of this meeting are AUDIO only.

I. CALL TO ORDER

II. ROLL CALL

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

Excused: Melissa Smith

Staff: Kristin Berquist, Phil Bourquin, Lloyd Halverson, Mitch Lackey, Eric Levison, Kathy Marlowe, Pam O'Brien, and Nick Swinhart

Press: None

III. PUBLIC COMMENT

IV. DEPARTMENT PRESENTATIONS

Mayor moved Fire Department topics to the beginning of the Department Presentations.

A. FIRE DEPARTMENT

1. Three Party Agreement

Details: There was discussion about the proposed renewal of the Three Party Agreement, which provides for ambulance service between the three entities. The proposed contract is attached.

Department/Presenter: Nick Swinhart, Fire Chief

Three Party Agreement with markups 

Three Party Agreement with changes made 

NOTE: The video begins recording at 10 minutes into meeting.

The interlocal agreement will come back to Council at a regular meeting in November of 2012. Fire Chief Swinhart is recommending that Council approve the contract.

2. Fire Department Merger Update

Details: A short presentation was given on the effects of the fire department merger to date.

Department/Presenter: Nick Swinhart, Fire Chief

A yearly update of the fire department's merger is scheduled at the end of a full year.


Hazen requested a follow-up about the percentage of decrease to total expenses as a result of the merger. Swinhart will report the decrease to Council.

B. PUBLIC WORKS

1. Facilities Lease Amendment for Sprint Spectrum (by staff report)

Details: Sprint is upgrading their technology at the Upper Prune Hill site and is requesting to amend Attachment B of the original agreement with Attachment B-1 to show the improvements. No additional antennas will be added above the original scope. The City Attorney has reviewed the amendment request.

Department/Presenter: Eric Levison, Public Works Director

Staff Report including Facilities Lease with Spring Spectrum L.P. 


Sprint Facilities Lease Amendment 

Staff will place this item on the November 5th Consent Agenda for Council's consideration.

2. Cemetery Ordinance Revision for Grave Markers (by staff report)

Details: Revise CMC 12.40.290. (D) to allow an additional 12 x 24 inch marker for added cremated remains burial. See attached October 9, 2012, Staff Report for the current language and proposed change.

Department/Presenter: Eric Levison, Public Works Director

Staff Report including Cemetery Ordinance Revision Request 

Levison stated that the ordinance will be brought before the Parks Commission for review of the final draft and with the Commission's consent, it will be placed

on the November 19th Agenda. It will include Dietzman's request to include the material type.

3. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

Department/Presenter: Eric Levison, Public Works Director

The P-874 Louis Bloch Park Restroom Bid came in over \$30,000 above the engineer's estimate. Levison said that staff is recommending that all bids be rejected to allow staff time to redesign the project or to rework the bid. After clarifying questions, Council concurred and this item will be added as an item on tonight's consent agenda.

C. COMMUNITY DEVELOPMENT

1. Update on 2012 Comprehensive Plan Amendment Proposals and Process.

Details: City's may amend their Comprehensive Plan no more than once a year (annual review cycle). This year, the City of Camas received one request from the public in regard to 512 acres that lies north of Lacamas Lake (commonly referred to as Northshore) for Comprehensive Plan Amendments, intended to be consistent with an approved development agreement. The City also initiated amendments to the North Dwyer Creek Master Plan as well as amendments to the Comprehensive Plan Map related to Parks and Open Spaces.

Status:

Northshore: For a variety of reasons, this submittal has and is continuing to evolve. Current dialogue appears to be moving the proposal away from a development agreement inspired two designation mixed use/employment concept, with master planning, toward a hard or fixed zoning proposal.

North Dwyer Creek Sub-Area Plan: Staff has been working with property owners to update this sub-area plan and has received a few requests for conversion of lands from LI/BP to residential or commercial uses.

Parks and Open Spaces: The Planning Commission has completed a review and forwarded on to Council proposed amendments to the Comprehensive Plan Map, Zoning Map and implementing zone code amendments.

The Planning Commission is scheduled to consider proposed municipal code amendments to include establishing a Business Park zoning district and accompanying updates to other zoning chapters on Tuesday, October 16, 2012. This update is intended to be consistent with an employment area identified under the Northshore Development Agreement and may run separately from the annual comprehensive plan process.

Department/Presenter: Phil Bourquin, Community Development Director

Lacamas Northshore Development Agreement

James Howsley, 1498 S.E. Tech Center Pl., Ste 380, Vancouver, representing Northshore property owners commented about the 2012 Comprehensive Plan Amendment proposals and process.

Randy Printz, 805 Broadway, Vancouver, commented about the 2012 Comprehensive Plan Amendment proposals and process.

Staff committed to work on the comprehensive plan and zoning amendments within the first quarter of 2013.

2. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items


Department/Presenter: Phil Bourquin, Community Development Director

V. CITY ADMINISTRATION

A. Draft 2013 City Budget, Revisited.


Details: This is an additional review of the proposed 2013 City Budget.

Department/Presenter: Lloyd Halverson, City Administrator

All Other Funds 

Entire General Fund 

Revenue 

Proposed 2013 Budget - Highlights and Notes 

Entire General Fund Updated - Added 10/12/12 

General Fund and EMS Fund Revenues - Added 10/12/12 

EMS Fund Expenses Only - Added 10/12/12 

B. Miscellaneous and Scheduling

Details: Updates on miscellaneous or scheduling items

Department/Presenter: Lloyd Halverson, City Administrator

Levison explained that if authorization to add \$50,000 to the Real Estate Excise Tax budget authority in 2012 was given by Council, the authorization would be used to develop a pavement management rating system (general fund) and in 2013 it would

be used for additional pavement management (street fund). The additional pavement management would be based on the rating system developed in 2012. Questions were asked and clarifications were made. Council was in favor of the change.

Halverson made comments pertaining to the upcoming legislative agenda, the recruitment for a new city administrator, Camas' boating-related grant application to the State Recreation and Conservation office, and noted that the Guidelines for Public Comment "mini" version will be included on the November 5th Agenda with an accompanying resolution.

VI. COUNCIL COMMENT AND REPORTS

Hogan commented about the annual meeting for the Downtown Camas Association.

VII. PUBLIC COMMENTS

Ken Hadley, 4011 F Circle, Washougal, asked a question about a parking request.

VIII. ADJOURNMENT

The meeting adjourned at 6:37 p.m.

NOTE: The City of Camas welcomes and encourages the participation of all of its citizens to the public meeting process. A special effort will be made to ensure that persons with special needs have opportunities to participate. For more information, please call (360) 834-6864.

Quick Preview of Agenda and Supporting Documents - Posted October 11, 2012.

Workshop Agenda and Supporting Documents 

Mayor

City Clerk



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT
Monday, October 15, 2012 at 7:00 p.m.
Camas City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

Excused: Melissa Smith

Staff: Kristin Berquist, Phil Bourquin, Lloyd Halverson, Mitch Lackey, Eric Levison, Kathy Marlowe, Pam O'Brien, and Nick Swinhart

Press: none

IV. PUBLIC COMMENT

Aaron Hoffmans, Hoffmans Architecture, 20620 S.E. Deerfern Loop, Camas, spoke about potential changes to the City of Camas Municipal Code.

V. CONSENT AGENDA

- A.** Approve the minutes of the October 1, 2012, Camas City Council Meeting and the work session minutes of October 1, 2012

City Council Meeting Minutes 

City Council workshop minutes 

- B.** Approve claim checks numbered 114943-115106 in the amount of \$864,513.46.

- C.** Declare 1977 Ford backhoe, 1991 GMC ext. cab and 2000 Dodge cab chassis as surplus vehicles.

- D.** Approve write-off ambulance billings for July in the amount of \$57,129.96, for August in the amount of \$46,135.02, and for September in the amount of \$68,151.29. These write-offs are on accounts of Medicare/ Medicaid patients that the City has

collected from Medicare or Medicaid and if applicable, collected from their secondary insurance. The balance is to be written off.

- E. Approve write off of \$1,942.79 on the uncollectable utility customer accounts. These properties were under the ownership of individuals who were successful in getting their debts discharged by the Bankruptcy Court, or who died while in collections for non-lienable charges.

UB Sylvia 

UB Osifcin 

UB Goodwin 

UB Treacy 

Sylvia deceased 

- F. Approve Pay Estimate No. 6 for Project WS-720 2012 STEP/STEF Tank Pumping Project in the amount of \$2,931.08 to AAA Septic Service. This is a budgeted project.

WS-720 Pay Estimate 6 

It was moved by Linda Dietzman, seconded by Shannon Turk 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

Mayor stated that Eric Levison, Public Works Director, had an additional item for the agenda.

Levison relayed staff's recommendation to reject all bids for the P-874 Louis Bloch Park Restroom Project and to authorize staff to have the option to redesign and rebid the project.

It was moved by Linda Dietzman, seconded by Tim Hazen to reject all bids for P-874 Louis Block Park Restroom Project and authorize staff to redesign and rebid the project. The motion carried unanimously.

B. Council

Anderson attended the partnership meeting between representatives from East County Fire and Rescue (ECFR), Camas and Washougal and asked Mayor to summarize the meeting.

Mayor noted that the meeting with fire representatives was a relationship building meeting with good discussion and communication.

VII. MAYOR

A. Announcements

Mayor announced the Candidate Forum being held at Camas High School on Monday, October 22nd, at 7 p.m. and listed candidates that had accepted invitations to participate.

Mayor corrected recent data published in the newspapers and summarized the comments he gave to the public with Council.

The First Annual State of the Community Event continues to be a vision for the community. It will include participation from the City, the Camas School District and the C-W Port and is planned to occur during the fall of 2013.

Dietzman commented about the Japanese Sister City Event which she attended and an article in the C-W Post Record.

VIII. ADJOURNMENT

The meeting adjourned at 7:18 p.m.

NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that persons with special needs have opportunities to participate. For more information, please call (360) 834-6864.

Quick Preview of Agenda and Supporting Documents - Posted (October 11, 2012)

Council Agenda with supporting documents 

Mayor

City Clerk



AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: November 5, 2012

COUNCIL MEETING

Consent Agenda (Yes ☒ No ☐)

Regular meeting Agenda (Yes ☐ No ☐)

WORKSHOP MEETING (Yes ☐ No ☐)

DEPARTMENT: Public Works

AGENDA ITEM TITLE: Amendment No. 1 to Facilities Lease for Sprint Spectrum Realty Company

AGENDA ITEM DETAILS/DESCRIPTION: Provides for minor revisions on original exhibits to define changes in system upgrades, and locations. Also amends Notice addressing.

RECOMMENDED ACTION: Authorize Mayor to sign Amendment No. 1 with Sprint Spectrum

DEPARTMENT STAFF/PRESENTERS: Eric Levison,

SUPPORTING DOCUMENTS (name): PDF amendment No. 1

SUBMITTED BY: Eric Levison

NOTE:

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

Site Name: Camas Watertank

Site ID #: PO33XC138

AMENDMENT NO. 1 TO FACILITIES LEASE

This Amendment No. 1 to Facilities Lease (this "Amendment"), effective as of the date last signed below ("Effective Date"), amends a certain Facilities Lease between Sprint Spectrum Realty Company, L.P., successor in interest to Sprint Spectrum L.P. ("Lessee"), and City of Camas ("Lessor"), dated May 1, 1999 (the "Agreement").

BACKGROUND

WHEREAS, the original agreement and installation provided for six (6) antenna locations along with a ground support area

WHEREAS, Lessee desires to maintain the antenna facilities on the Site by replacing and upgrading the antennas and other equipment, as more particularly described in Exhibit B-1 annexed hereto

WHEREAS, the Lessor allows for maintenance of the existing antenna facility as long as there is no expansion or added antenna facilities, and Lessee and Lessor desire to modify the provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Modification to the Antenna Facilities. Exhibit B to the Agreement is hereby amended to include the modifications identified on Exhibit B-1, a copy of which is attached and made a part hereof. Exhibit B-1 supplements Exhibit B to the Agreement, and shall not be deemed to supersede or otherwise modify Exhibit B or any part thereof except to the extent specifically set forth in Exhibit B-1. Upon full execution of this Amendment, Lessee shall obtain permits required to do all work necessary to prepare, maintain and alter the Site to install or otherwise modify the Antenna Facilities, all as more fully described and contemplated in Exhibit B-1

2. Frequency Use. Provided that any frequencies used by Lessee will not cause interference with the properly licensed and permitted pre-existing frequencies in use or in operation at the Antenna Facilities and notwithstanding anything to the contrary contained herein, Lessee may operate the Antenna Facilities at any frequencies for which it has all requisite permits, leases or licenses.

3. Notice Address. The notice addresses in Section 21 of the Agreement or referenced therein for the party or parties listed below are hereby deleted in their entirety and replaced with the following:

To Lessor:	City of Camas 616 Northeast Fourth Avenue Camas, Washington 98607
To Lessee:	Sprint/Nextel Property Services Sprint Site ID: PO33XC138 Mailstop KSOPHT0101-Z2650 6391 Sprint Parkway Overland Park, Kansas 66251-2650

With a mandatory copy to:

Sprint/Nextel Law Department
Sprint Site ID: PO33XC138
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney

4. **General Terms and Conditions.**

- a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.
- b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
- c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

SIGNATURES ON FOLLOWING PAGE

The parties have executed this Amendment as of the Effective Date.

Lessor:

City of Camas

Lessee:

Sprint Spectrum Realty Company, L.P., successor in interest to Sprint Spectrum L.P.

By: _____

Printed Name: _____

Title: _____

Date: _____
(Date must be completed)

By: _____

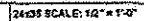
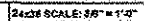
Printed Name: _____

Title: _____

Date: _____
(Date must be completed)

Exhibit B-1

[see attached]



B

[illegible]

PRELIMINARY
NOT FOR CONSTRUCTION

332.3065

2822 NW 18TH STREET
CANAS, WA 98607
CLARK COUNTY

PO33XC138

SITE MODIFICATION

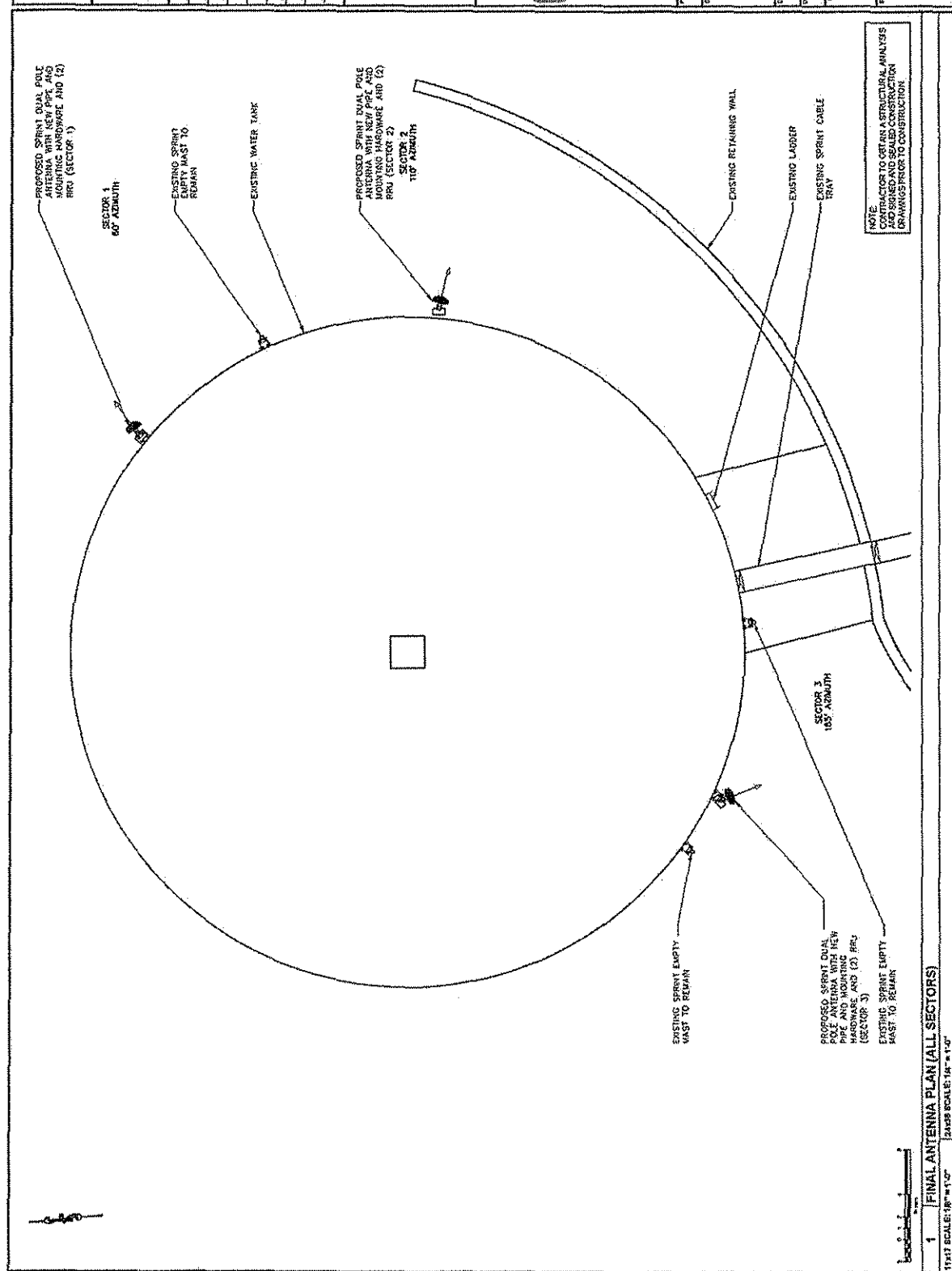
number:	KAZ	016	03-08-12
---------	-----	-----	----------

FINAL ANTENNA

PLAN (ALL SECTORS)

REV

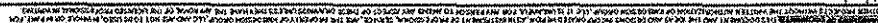
A03B



NOTE
CONTRACTOR TO OBTAIN A STRUCTURAL ANALYSIS
AND SIGNED AND SEALED CONSTRUCTION
DRAWINGS PRIOR TO CONSTRUCTION

FINAL ANTENNA PLAN (ALL SECTORS)

24x36 SCALE: 1/4" = 1'-0"





AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: November 5, 2012

COUNCIL MEETING

Consent Agenda (Yes X No__)

Regular meeting Agenda (Yes__ No__)

WORKSHOP MEETING (Yes __ No__)

DEPARTMENT: Public Works

AGENDA ITEM TITLE: Professional service agreements with Architect Associative, Inc (AAI) for the design of the Lacamas Lake Lodge Project

AGENDA ITEM DETAILS/DESCRIPTION: Professional services contracts for the design of the Lacamas Lake Lodge with AAI in the amount of \$88,484 plus estimated \$4,424 in reimbursable expenses

RECOMMENDED ACTION: Authorize Mayor to sign contract

DEPARTMENT STAFF/PRESENTERS: Eric Levison,

SUPPORTING DOCUMENTS (name): PDF AAI

SUBMITTED BY: Levison

NOTE:

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

AIA® Document B104™ – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the _____ day of August
in the year two thousand and twelve.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Camas, Washington
616 NE 4th Avenue
Camas, WA 98607

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Architect Associative, Inc.
8513 NE Hazel Dell Avenue, Suite 102
Vancouver, WA 98665

for the following Project:
(Name, location and detailed description)

Lacamas Lake Lodge Community Center
227 NE Lake Road, Camas, WA 98607

The Owner and Architect agree as follows.

init.

AIA Document B104™ – 2007. Copyright © 1974, 1978, 1987, 1997, and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 08/01/2012 13:29:00 under the terms of AIA Documents-on-Demand™ order no. 2008444005, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

100510ACD43

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Program and preliminary design as previously completed by the Architect and approved by the Owner.

Architect's Consultants:

Mechanical Engineer - Paraclete Engineering Corp., 7510 NE Vancouver Mall Drive, #100, Vancouver, WA 98662

Electrical Engineer - Athay & Associates, 411 NE 83rd Street, Vancouver, WA 98665

Structural Engineer - Associated Consultants Inc., 100 East 13th Street, Vancouver, WA 98660

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

Init.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

Init.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement. *(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)*

Permitting - City of Camas building permit submittal and revisions to the construction documents in response to any building permit plan review comments.

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services twelve (12) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

Init.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its

Init.

consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- ☒ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

Init.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice *without cause.* ~~should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due, and all Termination Expenses as defined in Section 9.7.

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation shall be a stipulated sum of eight-eight thousand, four hundred and eighty-four dollars (\$88,484).

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

At the Architect's hourly billing rates set forth in 11.7.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

At the Architect's hourly billing rates set forth in 11.7.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus _____ ten _____ percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase:	twenty-five percent (25%)
Construction Documents Phase:	fifty percent (50%)
Construction Phase:	twenty-five percent (25%)

Total Basic Compensation:	One hundred percent (100%)
---------------------------	----------------------------

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Principal Architect	\$135.00 / Hour
Project Architect	\$105.00 / Hour
Staff Architect	\$72.00 / Hour
CAD Technician	\$68.00 / Hour
Administrative	\$45.00 / Hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;

Init.

- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus _____ ten percent (10 %) of the expenses incurred.

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:
50% of the total basic compensation.

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of

None.

(\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Twelve percent (12%) per annum.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None.

Init.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:

(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

Exhibit A: Scope of Professional Services - Final Design, dated 6/21/12.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Jack J. McKinney, AIA - President

(Printed name and title)

init.

AIA Document B104™ - 2007. Copyright © 1974, 1978, 1987, 1997, and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 08/01/2012 13:29:00 under the terms of AIA Documents-on-Demand™ order no. 2008444005, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

EXHIBIT A

**STANDARD FORM OF AGREEMENT BETWEEN ARCHITECT & OWNER
LACAMAS LAKE LODGE COMMUNITY CENTER, CAMAS, WASHINGTON**

LACAMAS LAKE LODGE - CITY OF CAMAS, WASHINGTON SCOPE OF PROFESSIONAL SERVICES - FINAL DESIGN 6/21/12 Major renovation of existing one-story building - 5,000 SF +/-	
Architects Associative Inc.	Fee
Final Design & Services During Construction	\$58,520
Design Development Drawings	
Construction Drawings & Specs	
Client Review Meetings - (2)- 2 hr. meetings	
Services During Bidding & Construction	
Electrical Engineering	Fee
Final Design & Services During Construction	\$6,600
Design Development Drawings	
Construction Drawings & Specs	
Services During Bidding & Construction	
Structural Engineering	Fee
Final Design & Services During Construction	\$15,950
Design Development Drawings	
Construction Drawings & Specs	
Services During Bidding & Construction	
Mechanical - HVAC & Plumbing Engineering	Fee
Final Design & Services During Construction	\$7,414
Design Development Drawings	
Construction Drawings & Specs	
Services During Bidding & Construction	
TOTAL PROFESSIONAL FEES - FINAL DESIGN & SDC	\$88,484
Estimated Reimbursable Expenses at 1.1 x Cost	\$4,424
Services by Others - Not Applicable	
City of Camas Re-zone to Community Commercial - by City staff	
Environmental - by PBS Engineering	
Geotechnical Engineering	
Traffic Engineering	
Site Survey - Existing Conditions	
Shorelines Survey - Wetlands Consultant	
Civil Engineering - Wallis Engineering	
Landscape Architecture & Site Planning - JD Walsh	
Dock Design & Construction (Repair or Replace) - Design Build Entity	
LEED Certification Submittal to USGBC	
Interior Design Services	



AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: November 5, 2012

COUNCIL MEETING

Consent Agenda (Yes ☒ No ☐)

Regular meeting Agenda (Yes ☐ No ☐)

WORKSHOP MEETING

(Yes ☐ No ☐)

DEPARTMENT: Public Works

AGENDA ITEM TITLE: Professional service agreements with J.D. Walsh and Associates for the design of the Lacamas Lake Lodge Project

AGENDA ITEM DETAILS/DESCRIPTION: Professional services contracts for the design of the Lacamas Lake Lodge with JD Walsh in the amount of \$67,913

RECOMMENDED ACTION: Authorize Mayor to sign contract

DEPARTMENT STAFF/PRESENTERS: Eric Levison,

SUPPORTING DOCUMENTS (name): PDF walsh

SUBMITTED BY: Levison

NOTE:

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

PROFESSIONAL SERVICES AGREEMENT

This Agreement made and entered into this ____ day of _____, 2012, by and between the City of Camas, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City," and J.D. Walsh & Associates P.S., hereinafter referred to as "Contractor," whose address is 215 W 4th.Street Suite 203, Vancouver, Washington.

WHEREAS, the City desires to engage the Contractor to provide Landscape Architecture and other related professional services for the Lacamas Lake Lodge Project. Contractor has agreed to offer its professional services to perform said work, and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by City, the services hereafter set forth in connection with this Agreement.

1. Scope of Services:

Contractor agrees to:

- a. See Attachment A Proposal for Professional Services
- b. Notwithstanding the provisions of Section 11, "Amendments," the City may add other related professional services at its discretion.

This Agreement is a purchase of professional services at the hourly rates set forth in Exhibit B - Fee Schedule .Payment for these services shall not exceed \$67,913 unless authorized in writing by the City. If additional time is needed, please refer to Section 4 of this agreement. A written amendment must be attached.

2. **Relation of Parties:**

The Contractor, its sub-Contractors, agents and employees are independent Contractors performing professional services for City and are not employees of the City. The Contractor, its sub-Contractors, agents and employees shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub-Contractors, agents and employees shall not have the authority to bind the City in any way except as may be specifically provided herein.

3. **Time of Performance:**

The service of the Contractor is to commence as soon as practicable after the execution of this Agreement. It is agreed, services hereunder shall begin on or about 9-1-12, and be completed as of 11-1-13.

4. **Delays and Extensions of Time:**

If the Contractor is delayed at any time in the progress of providing service covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

5. **Compensation and Schedule of Payments:**

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed supplemental agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if

any. Payments to Contractor shall be made within thirty (30) days from submission of each invoice.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract number given on the notice to proceed and stamped on the executed copy of the contract **must** be referenced on any invoice submitted for payment.

6. **Ownership of Records and Documents:**

All materials, writings and products produced by Contractor in the course of performing this Contract shall immediately become the joint property of the City and Contractor. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such materials, writing and products to the City. The Contractor may retain a copy.

7. **Termination:**

This Agreement may be terminated by either party upon not less than fifteen (15) days written notice. The City is only obligated to pay for services rendered up to the date notice of termination is given.

8. **Evaluation and Compliance with the Law:**

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

9. **Insurance:**

The Contractor shall obtain and keep in force during the entire term of this Agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or subcontractor.

The Contractor agrees to the following requirements relating to insurance coverage:

- a. **Liability Insurance:** All liability insurance required herein shall be under a comprehensive or commercial general liability and business, automotive policies. The City shall be named as an additional insured with respect to all such policies and copies of all such policies shall be furnished to the City upon request.
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident.
 2. Commercial General Liability insurance shall be written with limits not less the \$1,000,000.00 each occurrence; \$2,000,000.00 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000.00 per claim and \$1,000,000.00 policy aggregate claim.
- b. **Worker's Compensation:** The Contractor shall take out and maintain during the life of the Agreement, Worker's Compensation insurance for all its employees engaged in work under or pursuant to this Agreement, who are required to be so covered by the laws of the State of Washington. In any case any work is subcontracted, the Contractor shall require the subcontractor to provide worker's compensation insurance for all of its employees, unless or to the extent that such employees are covered by the protection provided by the Contractor.
- c. **Employment Security:** The Contractor shall comply with all employment security laws of the state in which services are provided. The Contractor shall make all required payments in a timely manner in connection therewith. The Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "Accord" or comparable form.

10. **Notices:**

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed, postage paid, as follows:

City:

City of Camas
616 Northeast Fourth Avenue
P.O. Box 1055
Camas, Washington 98607

Contractor:

J.D. Walsh & Associates P.S.
215 W 4th. Street, Suite 203
Vancouver, WA 98660

ATTN: Jerry Acheson

11. **Amendments:**

This Agreement shall not be altered, changed, or amended, except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Contractor and shall be incorporated in written amendments to this Agreement.

12. **Scope of Agreement:**

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

14. **Governing Law/Venue:**

This Agreement shall be deemed to have been executed and delivered within the State of Washington and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The Contractor shall have legal authority to enter into this Agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

15. **Liability and Hold Harmless:**

Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the work hereunder. All work shall be done at Contractor's risk. The Contractor shall defend, indemnify and hold harmless the City of Camas, its officers, agents, employees and assigns from any claims, damages, losses, liability or expenses (including attorney fees) to the extent they arise from the negligent performance of this Contract, except those claims, damages, losses, liability, or expenses which arise from the sole negligent acts or omissions of the City, its officers, agents employees, and assigns, provided that both City and Contractor are concurrently negligent. Contractor shall be required to indemnify and defend only in proportion to the negligence of Contractor.

DATED this _____ day of _____, 2012.

CITY OF CAMAS, a Municipal Corporation

BY: _____ **CONTRACTOR:** J.D. Walsh & Associates P.S.

BY: _____

Title: President

ATTEST:

Approved as to Form:

Lacamas Lake Lodge

Proposal for Professional Services

I. Project Understanding

The proposed project site improvements include the following:

- Site improvements at Lacamas Lake Lodge to include parking area, patio, dock replacement, walkways, and landscape per approved preliminary plan.
- Lake Road left turn lane

II. Project Consultant Team

Prime Consultant - JD Walsh & Associates

Jim Walsh (Principal in Charge)

Michael Huffman (Associate Project Manager)

Sub- Consultants

Wallis Engineering- Civil Engineers

The Resource Company - Environmental Services

Archaeological Investigation Northwest, Inc.

Athay & Associates - Electrical Engineers

III. Work Scope Summary

The following is a brief outline of the required work steps:

1. **Coordination**- Provide on-going coordination with the City of Camas Staff. Coordinate design work with Architects Associative and all sub-consultants.
2. **Contract Documents** - Based on the approved preliminary plans and budget prepare contract documents for the site improvements to include the following:

A. Working Drawings

Cover Sheet	1 sheet
Existing Conditions Plan	1 sheet
Demolition Plan	1 sheet
Layout & Reference Plan	1 sheet
Grading Plan	1 sheet
Construction Details	3 sheets
Planting Plan	1 sheet
Planting Details	1 sheet
Irrigation Plan	1 sheet
Irrigation Details	1 sheet
Civil Plans and Details	(see attachment C)

Deliverables: Working Drawings (Autocad format- sealed drawings for bidding) Specification in CSI format (word- e files)

3. Specifications

- A. Prepare Bid Documents, General Conditions, Special Conditions
- B. Prepare Technical Specifications

4. Cost Estimates

- A. Prepare construction cost estimates at 75% & 95% completion stages.

5. Client Review

- A. Submit drawings and specifications for owner review at the 75% and 95% completion stages.
- B. Reviews with Parks Commission and City Council.

IV. Permitting

- A. Prepare Applications and Submit for the following permits:
 - Shorelines Substantial Development Permit
 - SEPA Check List
 - Joint Aquatic Resource Permit
 - City Critical Area Permit
 - Design Review
 - Site Plan Permit

V. Bidding

- A. The consultant team will assist the City Staff to answer questions during the bidding period, issue addendum if required and help evaluate and award bids.

VI. Construction Administration

- A. The Consultant will provide construction administration services in coordination with the City Representative and Architects Associative. Services may include the following:

Provide normal construction administration services to include:

- Pre-construction meeting
- Weekly site meetings and construction progress observations
- Review submittals
- Review and respond to requests for information (RFI's), prepare change orders
- Review and approve contractor payment requests
- Prepare a substantial completion punch list
- Provide final completion walk through

Deliverables:

- *Submittal reviews*
- *Weekly site meeting notes-action agendas*
- *Certified pay request*
- *R.F.I's*
- *Punch list*
- *Completion notice*
- *Project close out and final permits*

VII. As-Built Drawings

A. Based on the required contractor submittals

- Review and approve as-built drawings. Submit for City review and as required to other public jurisdictions.
- Respond to City and other jurisdiction comments.
- Submit final as -built drawings, to City and other jurisdictions.

VIII. Schedule

The anticipated schedule is as follows.

- Prepare contract documents September - December 2012
- Permitting September 2012 - February 2013
- Bid February 2013
- Construction Spring/ Summer 2013

VIV. Fees

JD Walsh & Associates PS and named sub consultants will provide the outlined services for a fee of **\$67,913** as shown on Attachment B.

Assumptions:

- Decommissioning and demolition work to prepare the site will be completed by the City. This work will include the underground tank, shower building, shed, boat dock, septic tanks, pump house and RV electrical system.

Attachment B
Lacamas Lake Lodge Improvements - CD / CA Level
Fee Schedule



August 6, 2012

Firm	JD Walsh and Associates			Wallis Engineering	Resource Co.	AINW Inc.	Athay Associates	Reimbursable Expenses	Total
Work Tasks	Principal	Associate	Staff	Civil Engineer	Environmental	Archaeological	Site Electrical		
Hourly Rate	\$ 115	\$ 85	\$ 75						
III. Work Scope Summary									
1. Site Improvements									
A. Prepare Working Drawings									
• Cover Sheet			4						
• Existing Conditions Plan			8						
• Demolition Plan	1	2	12						
• Layout & Reference Plan	1	4	20						
• Grading Plan	4	4	16						
• Construction Details (3 sheets)	6	4	16						
• Planting Plan	8		16						
• Planting Details			6						
• Irrigation Plan	2	6	16						
• Irrigation Details			8						
B. Specifications									
• Prepare Bid Documents, General Conditions, Special Conditions	6		6						
• Prepare Technical Specifications	8		6						
C. Cost Estimates									
• Prepare Construction Cost Estimates	6	8							
D. Client Review									
• Submit for Review (75% & 95%) and Revise	6	8	12						
Hours Subtotal	48	36	146	0	0	0	0		230
Cost Subtotal	\$ 5,520	\$ 3,060	\$ 10,950	\$ 22,212	\$ -	\$ 3,000	\$ 2,500	\$ 600	\$ 47,842
IV. Permitting									
1. Prepare Applications and Submit for the following Permits									
• Shorelines Substantial Development Permit	8		2						
• SEPA Checklist	2		2						
• Joint Aquatic Resource Permit	6		4						
• City Critical Area Permit	2		2						
• Design Review	4		2						
• Site Plan Permit	6	8	12						
Hours Subtotal	28	8	24	0	0		0		60
Cost Subtotal	\$ 3,220	\$ 680	\$ 1,800	\$ -	\$ 2,500			\$ 200	\$ 8,400

Attachment B
Lacamas Lake Lodge Improvements - CD / CA Level
Fee Schedule



August 6, 2012

V. Bidding									
1. Assist City Staff during bidding period, etc.									
• general assistance	6	8							
Hours Subtotal	6	8	0	0	0		0		14
Cost Subtotal	\$ 690	\$ 680	\$ -	\$ -	\$ -		\$ 200		\$ 1,570
V. Construction Administration									
1. Provide CA services to include the following									
• review submittals	8	12							
• site visits	16	40							
Hours Subtotal	24	52	0	0	0		0		76
Cost Subtotal	\$ 2,760	\$ 4,420	\$ -	\$ -	\$ -		\$ 200		\$ 7,380
Sub-total								\$	65,192
Service Fee (10%)								\$	2,721
Total								\$	67,913

ATTACHMENT C – SCOPE OF WORK

City of Camas Lacamas Lodge Site Stormwater Design and NW Lake Road Design June 2012

The proposed Lacamas Lake Lodge is bounded on the east by Lacamas Lake and generally by NW lake Road on the west. Site improvements include revisions to on-site parking, and modification to the site access to consolidate the existing accesses into a single access with a left turn lane.

The proposed scope of work is to prepare Construction Documents and provide Construction Administration for the onsite stormwater conveyance system and treatment facilities and offsite improvements to the roadway. Wallis Engineering scope of work is as follows:

Task 1 Agency Review and Project Coordination

- 1.1 *Meetings.* This task assumes two meetings with Agency staff to review plans and to discuss project issues throughout the project. This task also includes coordination with other designers and one site visit.
- 1.2 *Project Management and Administration.* Provide project management, coordination, and direction to the design team to complete the project. Establish quality control management and designate responsibility of technical work and deliverable products.

Task 1 Deliverables: Meeting Minutes and monthly status reports.

Task 2 Onsite Stormwater Plans

Wallis Engineering improvement plans will include the following, all other task are assumed to be done by others:

- 2.1 *Preliminary Stormwater Site Plan.* This task involves preliminary design of stormwater conveyance and treatment facilities and the preparation of a preliminary development plan and preliminary TIR per the requirements of the City of Camas Stormwater Design Standards Manual. It is assumed that flow control is exempted from this site due to drainage outfall into Lacamas Lake. Stormwater treatment assumed to be obtained through use of LID design (rain gardens).
- 2.2 *Final Stormwater Site Plan.* This task involves final design of stormwater conveyance and treatment facilities and the preparation of a final development

plan and final TIR per the requirements of the City of Camas Stormwater Design Standards Manual.

- 2.2 *ESCP and SWPPP.* This task involves the preparation of an erosion and sediment control plan and stormwater pollution prevention plan. It is assumed that a site plan, grades and contours for the proposed onsite improvements will be provided by JD Walsh and Associates.
- 2.3 *Earthwork Calculations.* This task includes the calculation of cut and fill quantities based upon a grading plan provided by JD Walsh and Associates. The grading plan will be provided in CAD format and will include existing and proposed surface contours drawn at elevation.

Task 2 Deliverables: Preliminary and Final Stormwater Site Plan, Preliminary and Final TIR, SWPPP and ESCP.

Task 3 Offsite Improvement Plans

An offsite improvement package for construction of the right turn lane and associated paving improvements will be prepared. The offsite improvements include the installation of a left turn lane into the Lacamas Lodge parking area from Southbound NW Lake Road. The offsite improvement plans will include the following:

- 3.1 *Existing conditions.* A preliminary transportation plan including typical sections, roadway plan and profile, signing and striping drawings will be prepared based on the requirements of the City of Camas Design Standards, AASHTO and the MUTCD.
- 3.2 *Grading and Erosion Control Plan.* A preliminary transportation plan including typical sections, roadway plan and profile, signing and striping drawings will be prepared based on the requirements of the City of Camas Design Standards, AASHTO and the MUTCD.
- 3.3 *Transportation Plan.* A transportation plan including typical sections, roadway plan and profile, signing and striping drawings will be prepared based on the requirements of the City of Camas Design Standards, AASHTO and the MUTCD. It is assumed that a pavement design will be prepared by others.
- 3.4 *Construction Stormwater Pollution Plan.* It is assumed that the offsite improvements will add less than 2000 square feet of impervious area and will only require a Construction Stormwater Pollution Plan.

Task 3 Deliverables: 90% and Final Plans and Specifications

Task 4 Cost Estimates

- 4.1 *Cost Estimate.* Wallis Engineering will prepare opinions of cost of onsite stormwater and offsite civil improvements.

Task 4 Deliverables: 90% and Final Opinions of Cost.

Task 5 Construction Phase Services

- 5.1 *Submittal Review.* Contractor submittals will be submitted to Wallis Engineering to review their conformity to the Contract Documents. We will copy the City of Stevenson on all submittal review comments routed to the Contractor.
- 5.2 *Construction Engineering Services.* Construction engineering services support will include attending a pre-construction meeting, providing clarification of plans and specifications as requested, attending on-site construction meetings and drafting change orders as required. We will attend final inspection and prepare final punch list. A recommendation of final acceptance will be provided.
- 5.3 *As-Built Drawings.* Record drawings will be prepared in accordance with City standards and submitted in AutoCAD and PDF format.

Task 5 Deliverables: *Submittal Review Comments, Construction Meeting Notes, Final Punch List, and Recommendation of Final Acceptance. Record Drawings will be provided in AutoCAD and PDF format.*

P:\13\1326A - 3 Lakes Park\Agreement\supplement #1 - CD and CA\Scope of Work-june12.doc



AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: 7:00 P.M. – 11/5/12

COUNCIL MEETING

Consent Agenda (Yes ☒ No ☐)

Regular meeting Agenda (Yes ☐ No ☐)

WORKSHOP MEETING (Yes ☐ No ☐)

DEPARTMENT:

Community Development

AGENDA ITEM TITLE: (keep the title short and concise)

Change Order #1 for P-871 Community Center Roof Replacement Project

AGENDA ITEM DETAILS/DESCRIPTION: (this area will contain the precise details, description and justification of the agenda item. This is also the area where you will add language about what you plan to present to Council):

Staff requested that the Contractor complete work outside the original scope for the project. The following additional work was performed **1)** Supply and install algae/moss resistant composition shingles; \$1,125.00 + sales tax; **2)** Additional Labor & Materials for deck repairs; \$2,626.14 + sales tax.

RECOMMENDED ACTION: (if needed, this is the language that Council will use to make a motion)

Approve C.O. #1 for P-871 in the amount of \$4,066.24

DEPARTMENT STAFF/PRESENTERS: (names of who will be giving the presentation at the meeting; can say there will not be anyone present at the meeting)

Community Development Staff will be present to respond to any question.

SUPPORTING DOCUMENTS (name):

CO #1

SUBMITTED BY: James Hodges

NOTE:

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



City of Camas
Contract Change Order

Order No. 1 Date October 18, 2012

Contract for P-871 Community Center Roof Replacement

To Gregg Roofing, Inc.
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
A. Additional cost for algae-resistant shingles		\$1,125.00
B. Add'l labor and materials for repair work		\$2,626.14
	Sub-Total:	\$3,751.14
	8.4% sales Tax:	\$315.10
Net Change in Contract Price:		\$4,066.24

NOTES: **Item A)** Camas Facilities Maintenance and Parks Dept. staff noted that algae-resistant shingles were available for a nominal fee. It was agreed that this addition was a good investment because about half of the roof is facing north. **Item B)** The contractor made repairs to the underlying deck and eaves as directed by the city. It's common to find areas of decking and other wood elements with dry-rot that require repairs, after stripping off the overlying roof material.

Verbal Approval to proceed with all the work listed in this Change Order was given to the Contractor by Steven Durspek, after discussion with Jim Carothers, Engineering Manager.

Contract Working Days shall Remain Unchanged.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested	<u>James Hobbes</u> Public Works Project Manager	<u>10/19/12</u> Date
Recommended	<u>Jim Carothers</u> Public Works Director	<u>10/25/12</u> Date
Accepted	<u>[Signature]</u> Contractor	<u>10-19-12</u> Date
Approved	_____ Mayor	_____ Date



AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: 7:00 P.M. – 11/5/12

COUNCIL MEETING

Consent Agenda (Yes ☒ No ☐)

Regular meeting Agenda (Yes ☐ No ☐)

WORKSHOP MEETING (Yes ☐ No ☐)

DEPARTMENT:

Community Development

AGENDA ITEM TITLE: (keep the title short and concise)

Pay Request #1 for P-871 Community Center Roof Replacement Project

AGENDA ITEM DETAILS/DESCRIPTION: (this area will contain the precise details, description and justification of the agenda item. This is also the area where you will add language about what you plan to present to Council):

Pay Request #1 for Project: P-871 Community Center Roof Replacement, in the amount of \$44,244.86, to Gregg Roofing, Inc.

RECOMMENDED ACTION: (if needed, this is the language that Council will use to make a motion)

Approve Pay Request #1 in the amount of \$44,244.86.

DEPARTMENT STAFF/PRESENTERS: (names of who will be giving the presentation at the meeting; can say there will not be anyone present at the meeting)

Community Development Staff will be present to respond to any question.

SUPPORTING DOCUMENTS (name):

Pay Request #1 P-871

SUBMITTED BY: James Hodges

NOTE:

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

CITY OF CAMAS PROJECT NO. P-871 Project Name: Camas Community Center Roof Replacement			PAY ESTIMATE: ONE PAY PERIOD: Original Contract Amount: \$48,552.36			Gregg Roofing 27001 SE 15th Street Camas, WA 98607 360.834.3902		
--	--	--	--	--	--	--	--	--

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
1	30 Year Dimensional Fiberglass Shingles - 130 mph	LS	1	\$35,240.00	\$35,240.00	0.00	\$0.00	1.00	\$35,240.00	1.00	\$35,240.00
2	60 Mil. TPO Thermo-Plastic 2 membrane Roof	SF	540	\$4.00	\$2,160.00	0.00	\$0.00	540.00	\$2,160.00	540.00	\$2,160.00
3	Labor Rate for Repairs	HR	40	\$50.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
4	Continuous Gutters and Downspouts	LS	1	\$5,390.00	\$5,390.00	0.00	\$0.00	1.00	\$5,390.00	1.00	\$5,390.00

Subtotal:			\$44,790.00	\$0.00	\$42,790.00	\$42,790.00
Sales Tax:	Rate: 8.4%		\$3,762.36	\$0.00	\$3,594.36	\$3,594.36
Total:			\$48,552.36	\$0.00	\$46,384.36	\$46,384.36

	ORIGINAL CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
SUBTOTALS	\$44,790.00	\$0.00	\$42,790.00	\$42,790.00
CHANGE ORDERS TO DATE	-----	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$44,790.00	\$0.00	\$42,790.00	\$42,790.00
SALES TAX	\$3,762.36	\$0.00	\$3,594.36	\$3,594.36
TOTAL CONTRACT	\$48,552.36	\$0.00	\$46,384.36	\$46,384.36
LESS 5% RETAINAGE	-----	\$0.00	(\$2,139.50)	(\$2,139.50)
TOTAL LESS RETAIN.	-----	\$0.00	\$44,244.86	\$44,244.86

CITY USE ONLY
ACCT. NUMBER: 001-18-594-730-62

F.I.

Project Engineer

Date

CITY USE ONLY
THIS PAY EST. LESS RETAINAGE \$44,244.86

Contractor

Date

Project Manager

Date

RFC
ENTERED
10/30/12



AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: 7:00 P.M. – 11/5/12

COUNCIL MEETING

Consent Agenda (Yes ☒ No ☐)

Regular meeting Agenda (Yes ☐ No ☐)

WORKSHOP MEETING (Yes ☐ No ☐)

DEPARTMENT:

Community Development

AGENDA ITEM TITLE: (keep the title short and concise)

Pay Request #30 for WS-656 WWTF Improvements, Phase 2A

AGENDA ITEM DETAILS/DESCRIPTION: (this area will contain the precise details, description and justification of the agenda item. This is also the area where you will add language about what you plan to present to Council):

Pay Request #30 for WS-656: WWTF Improvements, Phase 2A, for work performed for the period ending August 30, 2012, in the amount of \$38,716.69 to McClure & Sons, Inc.

RECOMMENDED ACTION: (if needed, this is the language that Council will use to make a motion)

Approve Pay Request #1 in the amount of \$38,716.69

DEPARTMENT STAFF/PRESENTERS: (names of who will be giving the presentation at the meeting; can say there will not be anyone present at the meeting)

Community Development Staff will be present to respond to any question.

SUPPORTING DOCUMENTS (name):

Pay Request #30 WS-656

SUBMITTED BY: James Hodges

NOTE:

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

WS-656

PROGRESS ESTIMATE NO. 30
AUGUST 27, 2012

CITY OF CAMAS
CLARK COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
JULY 28, 2012 TO AUGUST 30, 2012

PROJECT:
CITY OF CAMAS
CAMAS WWTF IMPROVEMENTS PHASE 2
G&O JOB NUMBER #07511
CITY OF CAMAS PROJECT NUMBER #WS-656

RFC
ENTERED
10/30/12

CONTRACTOR:
MCCLURE & SONS, INC.
15714 COUNTRY CLUB DRIVE
MILL CREEK, WA 98012

425-00-594-350-65

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY	
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL TO DATE	TOTAL THIS PERIOD	AMOUNT TO DATE		AMOUNT THIS PERIOD
1	Bond and Insurance	1	LS	\$300,000.00	100.00%	0.00%	\$300,000.00	\$0.00	100%
2	Mobilization	1	LS	\$150,000.00	100.00%	0.00%	\$150,000.00	\$0.00	100%
3	General Requirements	1	LS	\$200,000.00	100.00%	2.00%	\$200,000.00	\$4,000.00	100%
4	Surveying	1	LS	\$10,000.00	100.00%	0.00%	\$10,000.00	\$0.00	100%
5	Material Testing	1	LS	\$25,000.00	100.00%	0.00%	\$25,000.00	\$0.00	100%
6	Demolition	1	LS	\$98,000.00	100.00%	0.00%	\$98,000.00	\$0.00	100%
7	Earthwork and Gravels	1	LS	\$502,000.00	99.45%	1.24%	\$499,220.00	\$6,200.00	99%
8	Site Piping	1	LS	\$402,000.00	100.00%	0.00%	\$402,000.00	\$0.00	100%
9	Earthwork (Paving)	1	LS	\$32,000.00	100.00%	0.00%	\$32,000.00	\$0.00	100%
10	Fencing	1	LS	\$16,000.00	100.00%	0.00%	\$16,000.00	\$0.00	100%
11	Landscape	1	LS	\$26,000.00	85.00%	15.00%	\$22,100.00	\$3,900.00	85%
12	Outfall Work	1	LS	\$24,000.00	100.00%	0.00%	\$24,000.00	\$0.00	100%
13	Concrete (Concrete)	1	LS	\$865,000.00	100.00%	0.00%	\$865,000.00	\$0.00	100%
14	Concrete (Rebar-Supply)	1	LS	\$108,000.00	100.00%	0.00%	\$108,000.00	\$0.00	100%
15	Concrete (Rebar-Install)	1	LS	\$72,000.00	100.00%	0.00%	\$72,000.00	\$0.00	100%
16	Masonry	1	LS	\$153,000.00	100.00%	0.00%	\$153,000.00	\$0.00	100%
17	Metals	1	LS	\$192,000.00	100.00%	0.00%	\$192,000.00	\$0.00	100%
18	Wood and Plastics	1	LS	\$13,000.00	100.00%	0.00%	\$13,000.00	\$0.00	100%
19	Thermal and Moisture Protection	1	LS	\$152,000.00	100.00%	0.00%	\$152,000.00	\$0.00	100%
20	Doors and Windows	1	LS	\$81,000.00	100.00%	0.00%	\$81,000.00	\$0.00	100%
21	Finishes	1	LS	\$162,003.00	100.00%	0.00%	\$162,003.01	\$0.00	100%
22	Safety Equipment	1	LS	\$848.00	100.00%	0.00%	\$848.00	\$0.00	100%
23	Equipment	1	LS	\$2,686,000.00	100.00%	0.00%	\$2,686,000.00	\$0.00	100%
24	Special Construction	1	LS	\$215,000.00	100.00%	0.00%	\$215,000.00	\$0.00	100%
25	Hoists and Trolley	1	LS	\$25,000.00	100.00%	0.00%	\$25,000.00	\$0.00	100%
26	Mechanical (Process Pipe)	1	LS	\$697,000.00	100.00%	0.00%	\$697,000.00	\$0.00	100%
27	Mechanical (Plumbing)	1	LS	\$87,000.00	100.00%	0.00%	\$87,000.00	\$0.00	100%
28	Mechanical (HVAC)	1	LS	\$364,000.00	100.00%	0.00%	\$364,000.00	\$0.00	100%
29	Mechanical (Biofilter)	1	LS	\$89,000.00	100.00%	0.00%	\$89,000.00	\$0.00	100%
30	Electrical (Incl. I&C in Division 13)	1	LS	\$1,405,997.00	100.00%	0.00%	\$1,405,997.00	\$0.00	100%
31	Startup and Process Testing	1	LS	\$25,000.00	100.00%	0.00%	\$25,000.00	\$0.00	100%
32	MSI As-Builts and O&Ms	1	LS	\$25,000.00	100.00%	3.00%	\$25,000.00	\$750.00	100%
33	Sub As-Builts and O&Ms	1	LS	\$25,000.00	89.80%	7.80%	\$22,450.00	\$1,950.00	90%
34	MSI Demobilization	1	LS	\$50,000.00	85.00%	35.00%	\$42,500.00	\$17,500.00	85%
35	Biosolids Drying System	1	LS	\$1,672,605.00	100.00%	0.00%	\$1,672,605.00	\$0.00	100%
36	Trench Safety System	1	LS	\$50,000.00	100.00%	0.00%	\$50,000.00	\$0.00	100%
37	Dewatering	1	LS	\$20,000.00	100.00%	0.00%	\$20,000.00	\$0.00	100%
38	Unsuitable Excavation	500	CY	\$50.00	0	0	\$0.00	\$0.00	0%

PROGRESS ESTIMATE NO. 30
AUGUST 27, 2012

CITY OF CAMAS
CLARK COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
JULY 28, 2012 TO AUGUST 30, 2012

PROJECT:
CITY OF CAMAS
CAMAS WWTF IMPROVEMENTS PHASE 2
G&O JOB NUMBER #07511
CITY OF CAMAS PROJECT NUMBER #WS-656

CONTRACTOR:
MCCLURE & SONS, INC.
15714 COUNTRY CLUB DRIVE
MILL CREEK, WA 98012

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY	
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL TO DATE	TOTAL THIS PERIOD	AMOUNT TO DATE		AMOUNT THIS PERIOD
CHANGE ORDERS:									
CO1		1	LS	\$63,337.00	100.00%	0.00%	\$63,337.00	\$0.00	100%
CO2		1	LS	\$46,256.00	100.00%	0.00%	\$46,256.00	\$0.00	100%
CO3		1	LS	\$36,237.00	100.00%	0.00%	\$36,237.00	\$0.00	100%
CO4		1	LS	\$48,466.00	100.00%	0.00%	\$48,466.00	\$0.00	100%
CO5		1	LS	\$86,313.00	100.00%	1.64%	\$86,313.00	\$1,416.50	100%
CO6		1	LS	\$99,339.00	100.00%	0.00%	\$99,339.00	\$0.00	100%

	PROJECT COSTS	
	AMOUNT TO DATE	AMOUNT THIS PERIOD
TOTAL EARNED TO DATE	\$11,383,671.00	\$35,716.50
SALES TAX (March 12, 2012 to April 12, 2012	8.20% \$895,734.60	\$0.00
SALES TAX (April 12, 2012 to Date)	8.40% \$38,646.58	\$3,000.19
TOTAL WITH SALES TAX	\$12,318,052.18	\$38,716.69
CONTRACTOR HAS RETAINAGE BOND		
TOTAL EARNED TO DATE LESS RETAINAGE	\$12,318,052.18	

ORIGINAL CONTRACT AMOUNT	\$11,045,453.00
CONTRACT AMOUNT WITH CHANGE ORDERS	\$11,425,401.00
CONTRACT PERCENTAGE TO DATE	100%

PROGRESS ESTIMATE NO. 1	\$324,600.00
PROGRESS ESTIMATE NO. 2	\$132,869.60
PROGRESS ESTIMATE NO. 3	\$378,878.53
PROGRESS ESTIMATE NO. 4	\$457,204.51
PROGRESS ESTIMATE NO. 5	\$504,044.61
PROGRESS ESTIMATE NO. 6	\$1,634,976.28
PROGRESS ESTIMATE NO. 7	\$531,343.27
PROGRESS ESTIMATE NO. 8	\$1,245,292.61
PROGRESS ESTIMATE NO. 9	\$868,583.24
PROGRESS ESTIMATE NO. 10	\$679,192.50
PROGRESS ESTIMATE NO. 11	\$564,870.37
PROGRESS ESTIMATE NO. 12	\$443,272.73
PROGRESS ESTIMATE NO. 13	\$529,429.48
PROGRESS ESTIMATE NO. 14	\$609,224.43
PROGRESS ESTIMATE NO. 15	\$393,448.14
PROGRESS ESTIMATE NO. 16	\$125,426.74
PROGRESS ESTIMATE NO. 17	\$322,852.03
PROGRESS ESTIMATE NO. 18	\$606,478.74
PROGRESS ESTIMATE NO. 19	\$256,460.44
PROGRESS ESTIMATE NO. 20	\$430,322.50

PROGRESS ESTIMATE NO. 30
AUGUST 27, 2012

CITY OF CAMAS
CLARK COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
JULY 28, 2012 TO AUGUST 30, 2012

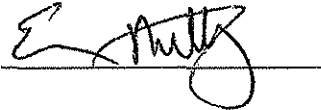
PROJECT:
CITY OF CAMAS
CAMAS WWTF IMPROVEMENTS PHASE 2
G&O JOB NUMBER #07511
CITY OF CAMAS PROJECT NUMBER #WS-656

CONTRACTOR:
MCCLURE & SONS, INC.
15714 COUNTRY CLUB DRIVE
MILL CREEK, WA 98012

	PROJECT COSTS	
	AMOUNT TO DATE	AMOUNT THIS PERIOD
PROGRESS ESTIMATE NO. 21	\$296,004.29	
PROGRESS ESTIMATE NO. 22	\$162,153.35	
PROGRESS ESTIMATE NO. 23	\$147,498.15	
PROGRESS ESTIMATE NO. 24	\$93,634.61	
PROGRESS ESTIMATE NO. 25	\$81,266.09	
PROGRESS ESTIMATE NO. 26	\$64,687.57	
PROGRESS ESTIMATE NO. 27	\$177,340.07	
PROGRESS ESTIMATE NO. 28	\$126,804.83	
PROGRESS ESTIMATE NO. 29	\$91,175.78	
TOTAL THIS PAY REQUEST		\$38,716.69

I HEREBY CERTIFY THE
ABOVE ESTIMATE IS A TRUE
AND CORRECT STATEMENT
OF THE WORK PERFORMED
UNDER THIS CONTRACT.

GRAY & OSBORNE, INC.



I HEREBY CERTIFY THAT
THE PREVAILING WAGES
HAVE BEEN PAID IN
ACCORDANCE WITH DAVIS-
BACON ACT WAGE RULES
AND RCW 39.12.

MCCLURE & SONS, INC.



CITY OF CAMAS



PROGRESS ESTIMATE NO. 30
AUGUST 27, 2012

CITY OF CAMAS
CLARK COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
JULY 28, 2012 TO AUGUST 30, 2012

PROJECT:
CITY OF CAMAS
CAMAS WWTF IMPROVEMENTS PHASE 2
G&O JOB NUMBER #07511
CITY OF CAMAS PROJECT NUMBER #WS-656

CONTRACTOR:
MCCLURE & SONS, INC.
15714 COUNTRY CLUB DRIVE
MILL CREEK, WA 98012

SUMMARY AND DISTRIBUTION OF PAYMENTS

SEWER ACCOUNT: 425-00-594-350-65

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL EARNED PER PERIOD	SALES TAX RATE	SALES TAX AMOUNT	RETAINAGE (5%)	TOTAL PAYMENT
1.	MARCH 12, 2010 TO APRIL 9, 2010	\$300,000.00	8.20%	\$24,600.00	\$0.00	\$324,600.00
2.	APRIL 10, 2010 TO APRIL 23, 2010	\$122,800.00	8.20%	\$10,069.60	\$0.00	\$132,869.60
3.	APRIL 24, 2010 TO MAY 28, 2010	\$350,165.00	8.20%	\$28,713.53	\$0.00	\$378,878.53
4.	MAY 29, 2010 TO JUNE 21, 2010	\$422,555.00	8.20%	\$34,649.51	\$0.00	\$457,204.51
5.	JUNE 22, 2010 TO JULY 21, 2010	\$465,845.30	8.20%	\$38,199.31	\$0.00	\$504,044.61
6.	JULY 22, 2010 TO AUGUST 27, 2010	\$1,511,068.65	8.20%	\$123,907.63	\$0.00	\$1,634,976.28
7.	AUGUST 28, 2010 TO SEPTEMBER 24, 2010	\$491,075.11	8.20%	\$40,268.16	\$0.00	\$531,343.27
8.	SEPTEMBER 25, 2010 TO OCTOBER 22, 2010	\$1,150,917.38	8.20%	\$94,375.23	\$0.00	\$1,245,292.61
9.	OCTOBER 23, 2010 TO NOVEMBER 19, 2010	\$802,757.15	8.20%	\$65,826.09	\$0.00	\$868,583.24
10.	NOVEMBER 20, 2010 TO DECEMBER 24, 2010	\$627,719.50	8.20%	\$51,473.00	\$0.00	\$679,192.50
11.	DECEMBER 25, 2010 TO JANUARY 28, 2011	\$522,061.34	8.20%	\$42,809.03	\$0.00	\$564,870.37
12.	JANUARY 29, 2011 TO FEBRUARY 22, 2011	\$409,679.05	8.20%	\$33,593.68	\$0.00	\$443,272.73
13.	FEBRUARY 23, 2011 TO MARCH 25, 2011	\$489,306.36	8.20%	\$40,123.12	\$0.00	\$529,429.48
14.	MARCH 26, 2011 TO APRIL 20, 2011	\$563,054.00	8.20%	\$46,170.43	\$0.00	\$609,224.43
15.	APRIL 21, 2011 TO MAY 27, 2011	\$363,630.44	8.20%	\$29,817.70	\$0.00	\$393,448.14
16.	MAY 28, 2011 TO JUNE 24, 2011	\$115,921.20	8.20%	\$9,505.54	\$0.00	\$125,426.74
17.	JUNE 25, 2011 TO JULY 22, 2011	\$298,384.50	8.20%	\$24,467.53	\$0.00	\$322,852.03
18.	JULY 23, 2011 TO AUGUST 26, 2011	\$560,516.40	8.20%	\$45,962.34	\$0.00	\$606,478.74
19.	AUGUST 27, 2011 TO SEPTEMBER 23, 2011	\$237,024.44	8.20%	\$19,436.00	\$0.00	\$256,460.44
20.	SEPTEMBER 24, 2011 TO OCTOBER 28, 2011	\$397,710.26	8.20%	\$32,612.24	\$0.00	\$430,322.50
21.	OCTOBER 29, 2011 TO NOVEMBER 25, 2011	\$273,571.43	8.20%	\$22,432.86	\$0.00	\$296,004.29
22.	NOVEMBER 26, 2011 TO DECEMBER 22, 2011	\$136,319.92	8.20%	\$11,178.23	\$0.00	\$147,498.15
23.	DECEMBER 23, 2011 TO JANUARY 26, 2012	\$86,538.46	8.20%	\$7,096.15	\$0.00	\$93,634.61
24.	JANUARY 27, 2012 TO FEBRUARY 24, 2012	\$149,864.46	8.20%	\$12,288.89	\$0.00	\$162,153.35
25.	FEBRUARY 25, 2012 TO MARCH 22, 2012	\$75,107.29	8.20%	\$6,158.80	\$0.00	\$81,266.09
26.	MARCH 23, 2012 TO APRIL 27, 2012	\$59,674.88	8.40%	\$5,012.69	\$0.00	\$64,687.57
27.	APRIL 28, 2012 TO MAY 25, 2012	\$163,597.85	8.40%	\$13,742.22	\$0.00	\$177,340.07
28.	MAY 26, 2012 TO JUNE 21, 2012	\$116,978.63	8.40%	\$9,826.20	\$0.00	\$126,804.83
29.	JUNE 22, 2012 TO JULY 27, 2012	\$84,110.50	8.40%	\$7,065.28	\$0.00	\$91,175.78
30.	JULY 28, 2012 TO AUGUST 30, 2012	\$35,716.50	8.40%	\$3,000.19	\$0.00	\$38,716.69
TOTAL:		\$11,383,671.00		\$934,381.18	\$0.00	\$12,318,052.18



AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: November 5, 2012

COUNCIL MEETING

Consent Agenda (Yes X No__)

Regular meeting Agenda (Yes__ No__)

WORKSHOP MEETING (Yes_ No__)

DEPARTMENT: Public Works

AGENDA ITEM TITLE: Interlocal agreement with the Washington State Department of Enterprise Services (DES) for Camas Police Department HVAC replacement design and funding

AGENDA ITEM DETAILS/DESCRIPTION:

The Interlocal between DES and the City allows the City to utilize the list of preselected consultants for the design and installation of the equipment and insures eligibility and reporting requirements for the upcoming Department of Commerce Energy Grant.

RECOMMENDED ACTION: Authorize the Mayor to sign the Interlocal agreement with the Department of Enterprise Services

DEPARTMENT STAFF/PRESENTERS: Eric Levison, Mitch Lackey

SUPPORTING DOCUMENTS (name): IAA energy PDF, Staff report

SUBMITTED BY: Levison

NOTE:

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

Interagency Agreement

Date: _____

Department of Enterprise Services

Interagency Agreement No: K_____

**Interagency Agreement Between the
Department of Enterprise Services
and
(Name of the Client Agency)**

This Agreement, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as "DES", and (Name of the Client Agency), hereinafter referred to as the "CITY or COUNTY or DISTRICT or COLLEGE". ←====pick one.

The purpose of this Agreement is to establish a vehicle for DES to provide future Energy/Utility Conservation Project Management and Monitoring Services to the CLIENT and to authorize the development of the energy services proposal.

Now therefore, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above-named parties mutually agree as follows:

1. Statement of Work

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" and Attachment "C", attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A" and Attachment "C".

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

2. Terms and Conditions

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

The CLIENT shall provide the Energy Services Company (ESCO) with any additional contract language necessary to comply with the requirements established under federal grants, the American Recovery & Reinvestment Act of 2009 (ARRA) and the Energy Efficiency and Conservation Block Grant (EECBG). The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.

3. Period of Performance

Subject to its other provisions, the period of performance of this master Agreement shall commence when this Agreement is properly signed, and be completed on **December 31, 2014** unless altered or amended as provided herein.

4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment "A" of this Agreement, the CLIENT will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B".

If the CLIENT decides not to proceed with an Energy/Utility Conservation project that meets CLIENT's cost effective criteria, then the CLIENT will be charged a Termination Fee per Attachment "B". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the ESCO.

If monitoring and verification services are requested by the CLIENT and provided by DES under Attachment "C" of this Agreement, the CLIENT will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT, after DES has reviewed, approved and sent the invoices to the CLIENT for payment.

5. Billing Procedure

DES shall submit a single invoice to the CLIENT at substantial completion of each authorized project, unless the CLIENT requests a Special Billing Condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of closeout documents and commencement of energy savings notification. Each invoice will indicate clearly that it is for the services rendered in performance of this Agreement and shall reflect both the Agreement and amendment number.

DES will invoice for any remaining services within 60 days of the termination of this Agreement.

6. Payment Procedure

The CLIENT shall pay all invoices received from DES within 90 days of receipt of properly executed invoice vouchers. The CLIENT shall notify DES in writing if the CLIENT cannot pay an invoice within 90 days.

7. Non-Discrimination

In the performance of this Agreement, DES shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and Chapter 49.60 RCW, as now or hereafter amended. DES shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical disability in:

- a) Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part and
- b) Denying an individual the opportunity to participate in any program provided by this Agreement through the provision of services, or otherwise afforded others.

In the event of DES's non-compliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled, or terminated in whole or in part, and DES declared ineligible for further Agreement with the CLIENT. DES shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth therein.

8. Records Maintenance

The CLIENT and DES shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. DES will retain all books, records, documents, and other material relevant to this agreement for six years after expiration; and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

9. Contract Management

- a. The CLIENT Representative on this Agreement shall be:

Telephone (____) ____-____

The Representative shall be responsible for working with DES, approving billings and expenses submitted by DES, and accepting any reports from DES.

- b. The DES Project Manager on this Agreement shall be:

Department of Enterprise Services
Facilities Division
Engineering and Architectural Services
PO Box 41012
Olympia, WA 98504-1012
Telephone (360) 407-_____

____ will be the contact person for all communications regarding the conduct of work under this Agreement.

10. Hold Harmless

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

11. Agreement Alterations and Amendments

The CLIENT and DES may mutually amend this Agreement. Such Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the CLIENT and DES or their respective delegates.

12. Termination

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

13. Disputes

If a dispute arises under this Agreement, it shall be determined in the following manner: The CLIENT shall appoint a member to the Dispute Board. The Director of DES shall appoint a member to the Dispute Board. The CLIENT and DES shall jointly appoint a third member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. , unless one of the parties requests intervention by the Governor as provided by RCW 43.17.330. *◀Add this (red) statement to the end of the sentence ONLY IF this IAA is for a STATE AGENCY. ▶Delete this note*

14. Order of Precedence

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

- a) Applicable Federal and State Statutes and Regulations
- b) Terms and Conditions
- c) Attachment "A", Project Management Scope of Work; Attachments "B", Project Management Fees; and Attachment "C", Monitoring Services Scope of Work, and
- d) Any other provisions of the Agreement incorporated by reference.

All Writings Contained Herein

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

AUTHORIZATION TO PROCEED

Agreed to and signed by:

NAME OF CLIENT

**Department of Enterprise Services
Facilities Division
Engineering & Architectural Services**

Signature

Signature

Name

Roger Wigfield, P.E.

Name

Title

Energy Program Manager

Title

Date

Date

The Department of Enterprise Services provides equal access for all people without regard to race, creed, color, religion, national origin, age, gender, sex, marital status, or disability. Contract information is available in alternative formats. For more information, please call (CS) at (360) 407-_____.

K____IAA__

ATTACHMENT A

Scope of Work Energy/Utility Conservation Projects Management Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2011-169

DES will provide the following project management services for each specific project for the CLIENT. Each individual project shall be authorized by Amendment to this Agreement.

1. Assist the CLIENT in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with the ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review and approve the ESCO invoice vouchers for payment.
9. Assist with final project acceptance.
10. Provide other services as required to complete a successful energy performance contract.

ATTACHMENT B

Fee Schedule

2011-13 Interagency Reimbursement Costs
for Project Management Fees to Administer
Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
5,000,001.....6,000,000.....	\$66,000.....	25,700
4,000,001.....5,000,000.....	65,000.....	25,400
3,000,001.....4,000,000.....	64,000.....	25,000
2,000,001.....3,000,000.....	60,000.....	23,400
1,500,001.....2,000,000.....	56,000.....	21,800
1,000,001.....1,500,000.....	49,500.....	19,300
900,001.....1,000,000.....	42,000.....	16,400
800,001.....900,000.....	39,600.....	15,400
700,001.....800,000.....	36,800.....	14,400
600,001.....700,000.....	35,000.....	13,700
500,001.....600,000.....	32,400.....	12,600
400,001.....500,000.....	29,000.....	11,300
300,001.....400,000.....	24,800.....	9,700
200,001.....300,000.....	19,800.....	7,700
100,001.....200,000.....	13,800.....	5,400
50,001.....100,000.....	7,500.....	3,500
20,001.....50,000.....	4,000.....	2,000
0.....20,000.....	2,000.....	1,000

The project management fee on projects over \$6,000,000 is 1.1% of the project cost. The maximum DES termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by DES's Energy Program.
2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and proposal that identifies cost effective conservation measures if the CLIENT decides not to proceed with the project through DES.
3. If the project meets the CLIENT's cost effectiveness criteria and the CLIENT decides not to move forward with a project, then the CLIENT will be invoiced per Attachment B Termination or \$25,700.00 whichever is less. If the CLIENT decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the CLIENT's established Cost Effectiveness Criteria, then there is no cost to the CLIENT and no further obligation by the CLIENT.

ATTACHMENT C

Scope of Work Energy/Utility Conservation Projects Monitoring Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2011-169

If requested DES will provide the following monitoring services for each specific project for the CLIENT.

1. Monitor actual energy use and dollar costs, compare with the ESCO's annual Measurement and Verification (M&V) report and any ESCO guarantee, resolve differences, if needed, and approve any vouchers for payment.
2. Monitor facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use which may impact energy savings.
3. Provide annual letter report describing the ESCO's performance, equipment performance and operation, energy savings and additional opportunities, if any, to reduce energy costs.



STAFF REPORT

FROM: Eric Levison

DATE: October 30, 2012

ITEM: November 5, 2012 Council Workshop

This memo provides information on the workshop agenda items listed as "Memorandum Items" under Public Works. These items are scheduled for the November 19th consent agenda.

Northwest Regional Training Center (NWRTC) Contract for Services

This contract provides for required WISHA training for Operations, Parks and Recreation and Community Development. The contract is for 2013. There is no fee increase from the 2012 rates.

Request to surplus drug enforcement vehicles

The vehicles listed below are requested to be declared surplus. The City obtained the vehicles by forfeiture through drug related investigations. All proceeds from the sale of the vehicles will go to the proper fund.

- 1) 2002 Buick Century vin# 2G4WS52J921146939 PLATE# 284ZQL
- 2) 2000 Toyota 4 Runner vin# JT3HM84R6Y0038427 plate# 906VJK

Camas Police Department HVAC replacement design and funding

One of the two PD HVAC units has failed. The PD system has been plagued with repair issues over the years, forcing the city to spend an unreasonable amount of money and staff time trying to make it work. The system is extremely inefficient in energy consumption, making utility bills much higher than they should be for a building of this size. Based on advice from ABACUS engineering we have altered the system to utilize the working unit to maintain occupancy heat in the building. This is a stop gap measure until a more permanent repair can be made to the system. For general background this HVAC system installed in 1996 has been problematic from the start. The units have been costly to repair over the years with a significant increase in the last two years. Unit failures have interrupted or changed work flow at the station. Based on

preliminary energy audit work, significant energy savings can be realized with a new and modified HVAC system. It is currently estimated that a new system will cost in the range of \$300,000. Staff has identified two State programs that may help provide technical guidance and funding. The first program run by the Department of Enterprise Services (DES) provides technical assistance, access to State financing (currently at 1.87%) and a more streamline bidding process that is based more on performance than low bid. In addition, the Department of Commerce has an upcoming Grant application cycle (Jan 15, 2013) for energy efficiency projects. The grant anticipates the use of DES for the energy audit and long term monitoring of the energy savings. While it is possible to secure the grant without DES participation, staff recommends that we utilize both programs. Meeting the grant application deadline will require a streamlined process to get the agreements in place to complete the necessary work which includes:

- Interlocal agreement with DES to access the Energy Savings Performance Contract (ESPC) program (attached)
- Consultant contract with Abacus Engineering to start the energy audit. The total cost of the audit will be shared with a \$3,500 contribution from Clark Public Utilities and \$3,000 from NW Natural Gas.
- Authorization to submit grant application
- Authorize funding authority for HVAC replacement in 2013 budget

The link below provides information on the State program known as Energy Savings Performance Contracting:

<http://www.ga.wa.gov/EAS/epc/whatis.htm>

The Interlocal between DES and the City allows the City to utilize the list of preselected consultants for the design and installation of the equipment and insures eligibility and reporting requirements for the upcoming Department of Commerce Energy Grant.

Please feel free to contact Eric Levison regarding any of the above items.



AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: November 5, 2012

COUNCIL MEETING

Consent Agenda (Yes ☒ No ☐)

Regular meeting Agenda (Yes ☐ No ☐)

WORKSHOP MEETING (Yes ☐ No ☐)

DEPARTMENT: Public Works

AGENDA ITEM TITLE: Professional Service Agreement with Abacus Resource Management Company for an Investment Grade Energy Audit of the Camas Police Facility not to exceed \$9,500

AGENDA ITEM DETAILS/DESCRIPTION:

The agreement with Abacus provides for an Investment Grade Energy Audit to comply with the requirements of the upcoming Department of Commerce Grant Cycle due January 15, 2013. Clark Public Utilities has committed \$3,500 towards the cost of the audit and NW Natural anticipates a \$3,000 contribution when the improvements are installed and accepted

RECOMMENDED ACTION: Authorize the Mayor to sign the agreement

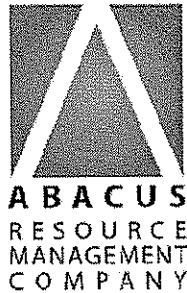
DEPARTMENT STAFF/PRESENTERS: Eric Levison, Mitch Lackey

SUPPORTING DOCUMENTS (name): Abacus agreement, Staff report

SUBMITTED BY: Levison

NOTE:

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



City of Camas
2100 NE 3rd Avenue
Camas, WA 98607

October 30, 2012

Attn: Eric Levison
Re: Camas Police Station
Investment Grade Audit Proposal

Eric,

Abacus Resource Management Company (Abacus) is pleased to provide the following proposal for an Investment Grade Audit (IGA) of the Camas Police Station located at 2100 Northeast 3rd Avenue Camas, WA 98607.

Based on our site evaluations, prior reports and owner input, these potential energy efficiency measures were identified for analysis:

- Optimization of existing Direct Digital Controls (DDC) system
- Replacement of the constant volume Multi-Zone fan systems with high efficiency Variable Volume Fan Systems
- Possible lighting upgrades

These energy efficiency measures will be studied and should provide good opportunity for cost effective retrofit that would likely qualify for the Commerce grant funding program.

In addition to the measures identified above, ARMCo will also investigate and analyze energy efficiency measures for all major energy consuming equipment at the Camas Police Station.

The following pages list the tasks and associated cost for ARMCo to provide a comprehensive IGA at the Camas Police Station.

Scope of Work:

Abacus proposes to complete an IGA at the Camas Police Station site, including estimated energy savings, incentives, costs of possible EEM's and return on investment (ROI).

- 1) Contact owner to schedule appointments to meet with facilities staff.
- 2) Meet with the facility staff in order to gain an understanding of the current site conditions. Review any design documents that are available and make copies.
- 3) On site audit includes the observation and documentation of current operating and design conditions for all of the major HVAC, lighting and control systems.
- 4) Deploy portable data loggers and create control system trends to record the operation of the HVAC, lighting and control systems.



- 5) Collect and correlate utility bill information with site specific electrical meters to develop the existing baseline energy use.
- 6) Collect data loggers and control system trends. Download and analyze data to identify opportunities for increased efficiency.
- 7) Identify and select potential energy efficiency measures (EEM's) to analyze.
- 8) Calculate energy savings associated with each energy efficiency measure. Analyze and comment on any potential measure interaction for overall savings.
- 9) Estimate cost of EEM's.
- 10) Investigate and estimate potential sources of energy efficiency grants and utility incentives.
- 11) Create draft report including narrative description of facility and systems, individual EEM's to include estimated costs, savings, incentives, grants and simple payback. Include utility and collected data, baseline utility usage averaged for 5 years (if available), and energy saving calculations.
- 12) Meet with owner to present draft report and explain findings. Discuss any options or alternates and document changes to be incorporated into final report.
- 13) Deliver final report for review and acceptance.

Audit Schedule:

Perform first site visit within 5 working days of contract award. Deliver draft reports within 4 weeks of initial site visits. Deliver final report within 5 days of receipt of owner comments.

Cost Proposal:

Abacus will provide the Investment Grade Audit, assist with preliminary utility incentives and the Commerce grant application for a total of \$9,500.00. This amount is inclusive of all costs including reproduction, mileage, travel and per diem.

Of the \$9,500 cost, Clark PUD has committed to paying Abacus \$3,500 directly towards the audit cost, leaving a net cost of \$6,000 to the City of Camas. We also expect NW Natural to provide a reimbursement incentive of \$3,000 to the City of Camas towards the IGA cost, once a cost effective measure has been installed.

Total cost of the IGA	\$9,500
Amount paid directly by Clark PUD	<u>\$3,500</u>
Net cost to the City of Camas	\$6,000

Anticipated reimbursement by ETO / NW Natural WA is \$3,000 following implementation of a cost effective EEM Measure.



Please sign below to signify acceptance of the \$6,000 net cost proposal for the IGA.

ACCEPTED / APPROVED:

By: _____
Signature

Name

Title
Date: _____

Please contact me with any questions or comments you may have. We look forward to providing energy conservation services for the City of Camas.

Best regards,

Steve Rubbert
Abacus Resource Management Company



STAFF REPORT

FROM: Eric Levison

DATE: October 30, 2012

ITEM: November 5, 2012 Council Workshop

This memo provides information on the workshop agenda items listed as "Memorandum Items" under Public Works. These items are scheduled for the November 19th consent agenda.

Northwest Regional Training Center (NWRTC) Contract for Services

This contract provides for required WISHA training for Operations, Parks and Recreation and Community Development. The contract is for 2013. There is no fee increase from the 2012 rates.

Request to surplus drug enforcement vehicles

The vehicles listed below are requested to be declared surplus. The City obtained the vehicles by forfeiture through drug related investigations. All proceeds from the sale of the vehicles will go to the proper fund.

- 1) 2002 Buick Century vin# 2G4WS52J921146939 PLATE# 284ZQL
- 2) 2000 Toyota 4 Runner vin# JT3HM84R6Y0038427 plate# 906VJK

Camas Police Department HVAC replacement design and funding

One of the two PD HVAC units has failed. The PD system has been plagued with repair issues over the years, forcing the city to spend an unreasonable amount of money and staff time trying to make it work. The system is extremely inefficient in energy consumption, making utility bills much higher than they should be for a building of this size. Based on advice from ABACUS engineering we have altered the system to utilize the working unit to maintain occupancy heat in the building. This is a stop gap measure until a more permanent repair can be made to the system. For general background this HVAC system installed in 1996 has been problematic from the start. The units have been costly to repair over the years with a significant increase in the last two years. Unit failures have interrupted or changed work flow at the station. Based on

preliminary energy audit work, significant energy savings can be realized with a new and modified HVAC system. It is currently estimated that a new system will cost in the range of \$300,000. Staff has identified two State programs that may help provide technical guidance and funding. The first program run by the Department of Enterprise Services (DES) provides technical assistance, access to State financing (currently at 1.87%) and a more streamline bidding process that is based more on performance than low bid. In addition, the Department of Commerce has an upcoming Grant application cycle (Jan 15, 2013) for energy efficiency projects. The grant anticipates the use of DES for the energy audit and long term monitoring of the energy savings. While it is possible to secure the grant without DES participation, staff recommends that we utilize both programs. Meeting the grant application deadline will require a streamlined process to get the agreements in place to complete the necessary work which includes:

- Interlocal agreement with DES to access the Energy Savings Performance Contract (ESPC) program (attached)
- Consultant contract with Abacus Engineering to start the energy audit. The total cost of the audit will be shared with a \$3,500 contribution from Clark Public Utilities and \$3,000 from NW Natural Gas.
- Authorization to submit grant application
- Authorize funding authority for HVAC replacement in 2013 budget

The link below provides information on the State program known as Energy Savings Performance Contracting:

<http://www.ga.wa.gov/EAS/epc/whatis.htm>

The Interlocal between DES and the City allows the City to utilize the list of preselected consultants for the design and installation of the equipment and insures eligibility and reporting requirements for the upcoming Department of Commerce Energy Grant.

Please feel free to contact Eric Levison regarding any of the above items.



AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: November 5, 2012

COUNCIL MEETING

Consent Agenda (Yes ☒ No ☐)

Regular meeting Agenda (Yes ☐ No ☐)

WORKSHOP MEETING (Yes ☐ No ☐)

DEPARTMENT: Library

AGENDA ITEM TITLE: Amendment to Intergovernmental Agreement No. 4175

AGENDA ITEM DETAILS/DESCRIPTION: The City signed the original agreement with the Washington State Library in 2003 for the Camas Public Library to utilize the K-20 network. The network is going to upgrade the connection to the Camas Library from a copper T1 line to 10Mbps fiber. This amendment adds this type of connection to the compensation section of the contract.

The co-pay (Exhibit A).for the new lines is the same as the existing lines.

RECOMMENDED ACTION: Authorize the Mayor to sign the amendment.

DEPARTMENT STAFF/PRESENTERS: David Zavortink will be present at the meeting.

SUPPORTING DOCUMENTS (name): Amendment to Intergovernmental Agreement No. 4175

SUBMITTED BY: David Zavortink, Library Director

NOTE:

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

**STATE OF WASHINGTON,
OFFICE OF THE SECRETARY OF STATE,
WASHINGTON STATE LIBRARY DIVISION,
AMENDMENT NO. 1
TO
INTERGOVERNMENTAL AGREEMENT NO. 4175**

Agreement No. IG-4175 by and between the STATE OF WASHINGTON, OFFICE OF THE SECRETARY OF STATE, WASHINGTON STATE LIBRARY DIVISION, hereinafter referred to as the "OSOS/WSL", and CAMAS PUBLIC LIBRARY, hereinafter referred to as the "Library System", is amended as follows:

3. COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed the combined fees for transport and Internet connectivity charges set forth below. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Compensation for services shall be based on the rates attached hereto as Exhibit A, Public Libraries Connecting to K-20 Network: Quarterly Circuit Co-pay, and in accordance with the following terms:

3.1 Transport charges:

- 3.1.1 Bandwidth: Ten megabits per second (10Mbps) fiber connection
- 3.1.2 Service location: 625 NE 4th Avenue, Camas, WA 98607-2109
- 3.1.3 Quarterly charge (From fee table, Exhibit A): Based on actual usage measured at the 95% bandwidth level as collected by the University of Washington / Pacific Northwest Gigapop

3.2 Internet Connectivity:

- 3.2.1 Quarterly charge: Based on actual usage measured at the 95% bandwidth level as collected by the University of Washington / Pacific Northwest Gigapop
- 3.2.2 The actual charge for Internet connectivity will be based on 95th percentile bandwidth usage for the preceding quarterly period.

Exhibit A, Public Libraries Connecting to K-20 Network: Quarterly Circuit Co-pay, is hereby revised as attached.

All other terms and conditions of this Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CAMAS PUBLIC LIBRARY

OFFICE OF THE SECRETARY OF STATE

Scott Higgins
Mayor, City of Camas

Date

Eleanor Dovey
Financial Services Manager

Date

Approved as to Form:
Attorney General's Office

Exhibit A

**Public Libraries Connecting to K-20 Network
Quarterly Circuit Co-pay**

Bandwidth	Circuit Co-pay	Estimated ISP Fees
Less than 1Mbps	\$400	***
1Mbps – 6Mbps	\$400/Mbps*	***
Beyond 6Mbps	\$60/Mbps **	***

*A base price of \$400/quarter will be charged for up to the first megabit. Circuit co-pays in the range of 1-6 Mbps are based on actual ISP usage measured at the 95th percentile multiplied by \$400/quarter and are independent of transport mechanism. (e.g. 1.12Mbps [\$448] = 1.12Mbps * \$400/quarter [\$448])

** Circuit co-pays beyond 6 Mbps (\$2,400/quarter) measured at the 95th percentile usage increase at \$60/Mbps per quarter. (e.g. 8Mbps [\$2,520] = 6Mbps * \$400/quarter [\$2,400] + 2Mbps * \$60/quarter [\$120]).

***ISP fees are charged at the current commodity price per megabit based on actual ISP usage measured at the 95th percentile.



AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: 11/5/2012_____

COUNCIL MEETING

Consent Agenda (Yes__ No_x_)
Regular meeting Agenda (Yes_x_ No__)

WORKSHOP MEETING (Yes__ No__)

DEPARTMENT:

FIRE DEPARTMENT

AGENDA ITEM TITLE:

Oath of office for three new firefighters

AGENDA ITEM DETAILS/DESCRIPTION:

Three new firefighters hired on SAFER Grant to take Oath of Office from Mayor

RECOMMENDED ACTION:

None

DEPARTMENT STAFF/PRESENTERS:

Cliff Free, Division Chief of EMS
Ron Schumacher, Division Chief/Fire Marshal

SUPPORTING DOCUMENTS (name):

None

SUBMITTED BY: __Nick Swinhart_____

NOTE:

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



AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: November 5, 2012

COUNCIL MEETING

Consent Agenda (Yes ☐ No ☐)

Regular meeting Agenda (Yes ☒ No ☐)

WORKSHOP MEETING (Yes ☐ No ☐)

DEPARTMENT: Public Works

AGENDA ITEM TITLE: Ordinance revision for Cemetery CMC 12.40.290. (D)

AGENDA ITEM DETAILS/DESCRIPTION: Ordinance revision to allow for a second marker on existing single and companion grave sites where a marker already exists. This item has been reviewed by the Cemetery Board and at Council Workshop.

RECOMMENDED ACTION: Motion to adopt Ordinance by title only

DEPARTMENT STAFF/PRESENTERS: Eric Levison,

SUPPORTING DOCUMENTS (name): Ordinance

SUBMITTED BY: Eric Levison

NOTE:

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

ORDINANCE NO. 2662

AN ORDINANCE amending Section 12.40.290(D) of the Camas Municipal Code by allowing one additional grave marker per grave for cremated remains.

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

Section I

Section 12.40.290(D) of the Camas Municipal Code is amended to provide as follows:

There shall be a maximum of one marker per grave or companion (double) grave except as hereinafter provided. When there is an existing marker on a grave or companion grave site in compliance with subsection B above, one additional twelve inch by twenty-four inch marker will be allowed for additional cremated remains. The location of the additional marker shall abut and be centered on the existing marker, and materials shall conform to subsection F of this section.

Section II

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

PASSED BY the Council and APPROVED by the Mayor this __ day of November 2012.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney



AGENDA ITEM SUBMITTAL FORM

MEETING DATE/TIME: November 5, 2012

COUNCIL MEETING

Consent Agenda (Yes__ No__)

Regular meeting Agenda (Yes_x_ No__)

WORKSHOP MEETING (Yes__ No__)

DEPARTMENT: City Council & Executive

AGENDA ITEM TITLE:

A Resolution adopting procedural rules for the conduct of City Council meetings and workshops.

AGENDA ITEM DETAILS/DESCRIPTION:

The resolution adopts procedural rules. This has been discussed at several worksessions, most recently on October 1, 2012

RECOMMENDED ACTION:

Consider the resolution, and if satisfied, adopt the resolution and related procedural rules for city council meetings and worksessions.

DEPARTMENT STAFF/PRESENTERS:

City Administrator Lloyd Halverson and Council members Greg Anderson and Linda Dietzman.

SUPPORTING DOCUMENTS:

Resolution for conduct of City Council meetings

Roger Knapp e-mail 10/23-2012

Guidelines for Public Comment, "Mini" version

SUBMITTED BY: _____ Lloyd Halverson, City Administrator _____

NOTE:

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

RESOLUTION NO. 1252

A RESOLUTION adopting procedural rules for the conduct of City Council meetings and workshops.

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

SECTION I

Regular City Council meetings shall not continue beyond 10:00 p.m., unless extended by vote of the City Council.

SECTION II

City Council workshops shall not continue beyond 6:30 p.m., unless extended by vote of the City Council.

SECTION III

The public comment portion for regular City Council meetings shall be held after calling the meeting to order and prior to the consent agenda. The following rules shall govern public comment:

A. Public comment may be offered on any subject other than matters scheduled for a public hearing. Public for comment for quasi-judicial and other matters scheduled for a public hearing will be accepted only during the course of the hearing. Written comments may be submitted if a person is unable to attend or remain for a public hearing.

B. Any person speaking shall state his or her name and address for the record.

C. Each speaker shall be limited to three minutes, provided however the Mayor shall have the discretion to suspend this rule. Time spent responding to questions from the Council or Mayor shall be in addition to the permitted three minutes. If more than three minutes is needed, then the individual should, subject to the approval of the City Council and Mayor, request to be scheduled as a discussion item for a future Council meeting or workshop.

D. Any written materials to be submitted by the speaker shall be provided to staff for distribution to the Council and Mayor.

E. Speakers shall not engage Council, staff, Mayor, or other audience members in conversation, debate, or question and answer sessions.

F. Persons shall not engage in disruptive behavior. Disruptive behavior would include interrupting others when they are speaking, clapping, booing, or otherwise acting in a manner disruptive or disrespectful of appropriate public decorum, or acting in any manner in violation of the rules established by the City Council for conduct of public meetings.

ADOPTED at a regular meeting of the Council of the City of Camas this ____ day of November, 2012.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

From: <knapplaw@comcast.net>
To: Lloyd Halverson <lhalverson@ci.cammas.wa.us>
CC: Roger Knapp <knapplaw@comcast.net>
Date: 10/23/2012 1:02 PM
Subject: Resolution re City Council meetings
Attachments: Quasi Judicial Hearings.pdf; A Resolution adopting procedural rules for the conduct of city council meetings.doc

I have attached a draft resolution regarding procedural rules for the conduct of City Council meetings and workshops. The memo you provided to me also contains some provisions relating to public hearings and quasi judicial matters. Those have not been included in the resolution. My reason is that those comments suggest that the provisions are supplementary to existing rules. I am unaware that the Council has previously adopted any rules pertaining to the conduct of quasi judicial or public hearings. The planning commission has adopted rules, and sometime ago I did a memorandum with suggestions on this issue. Copies of those documents are attached as one scanned document. My suggestion would be that the Council address the conduct of quasi judicial hearings and public hearings comprehensively, rather than in bits and pieces.

Roger D. Knapp
Attorney at Law
430 NE Everett St.
Camas, WA 98607
360-834-4611

Circular 230 Notice: This communication may not be used by you or any other person or entity for the purpose of avoiding any federal tax penalties.

This e-mail may contain confidential information which is legally privileged. The information is solely for the use of the addressee(s) named above. If you are not the intended recipient, any disclosure, copying, distribution or other use of the contents of this information is strictly prohibited. If you have received this e-mail in error, please notify us by return e-mail and delete this message. Thank you.

City of Camas

Planning Commission - Rules of Procedure

(Quasi-Judicial Hearings)

Chair - Opens the hearing with the following:

1. The case number, applicant name, and address of the property;
May use Opening Statement document for the following information.
2. Identify that the applicable approval criteria are addressed in the staff report.
3. Explain how to testify (name, address, and relevancy to approval criteria)
4. Ask Planning Commission Members of any conflict of interest or ex-parte contact.
5. Ask for any public challenge to the partiality of any member.
6. Summarize the sequenced events to be followed at the hearing as follows:

The hearing begins in the following order:

1. Staff presentation
2. Applicant presentation

Chair - Opens the hearing for public testimony:

1. Proponents (those testifying in support or neutral).
2. Opponents (those testifying in opposition).
3. Applicant rebuttal
4. City staff rebuttal or clarifications
5. Applicant's closing argument.

Chair - Closes the public testimony portion of hearing.

Planning Commission deliberates on the case. They may question staff or the applicant.

- Commissioner proposes a motion.
- Another Commissioner seconds the motion, and then the Chair states the motion to the assembly.
- Chair calls for deliberation and/or discussion of the motion. (NOTE: Discussion must be confined to the motion before the commission).
- Chair calls for a vote on the motion and restates the motion, if there is no further discussion.

The Chair closes the hearing, (stating "This hearing is now closed.") upon a motion being passed by a majority of the Planning Commission,

(In the event the Chair uses his or her discretion to accept additional testimony or evidence after the close of the Public Testimony portion of the hearing, the Chair should reopen the Public Testimony portion of the hearing and may limit testimony to a specific issue and timeframe.)

Please Leave In Council Chambers

**PLANNING COMMISSION RULES OF
PROCEDURE FOR QUASI-JUDICIAL AND
LEGISLATIVE HEARINGS OF THE CITY
OF CAMAS, WASHINGTON.**

City of Camas Municipal Code Title 2, Section 2.32.050 requires the Planning Commission to adopt rules for the transaction of its business, and Title 18, Section 18.55.230 provides that the Planning Commission will conduct public hearings in accordance with its rules of procedure.

SECTION 1 - HEARING TYPES

- A. Legislative Public Hearings – The purpose of a legislative public hearing is to obtain public input on legislative decisions on matters of policy. Legislative public hearings are required for such things as amendments to the zoning code or comprehensive land use plan. These public hearings are generally less formal than quasi-judicial public hearings and do not involve the legal rights of specific, private parties in a contested setting, but rather affect a wider range of citizens.
- B. Quasi-judicial Public Hearings – Quasi-judicial hearings are subject to stricter procedural requirements than legislative hearings as they involve the legal rights of specific parties. As such, decisions made as a result of such hearings must be based upon and supported by the "record" developed at the hearing. Most quasi-judicial hearings include land use matters such as conditional uses, preliminary plats, variances, and tract specific rezones.

**SECTION 2. CONFLICT OF INTEREST,
EX-PARTE CONTACT AND APPEARANCE
OF FAIRNESS**

- A. Any communication between any party and a Planning Commission member that may have the appearance of or potential to lead to bias or partiality should be disclosed as soon as possible at the quasi-judicial hearing on the matter.
- B. Any party to a quasi-judicial proceeding,

may challenge the partiality and appearance of fairness of any member of the Planning Commission during the hearing. A challenge must include the facts relied on by the challenging party, relating to the commissioners alleged bias, prejudgment, or personal interest, or other basis by which the party has concluded that the member cannot participate in a recommendation in an impartial manner.

- 1. In the event of a challenge under this subsection, the challenged member shall respond in a statement, which shall be part of the record, or step down from participating in the hearing on the matter. The statement shall respond to the challenge and include the reasons why he or she should be allowed to participate.
- 2. The statement regarding continuing to participate in the hearing shall not be subject to commission examination but shall be subject to rebuttal by the challenging party.
- 3. In the event of a rebuttal, the member shall be given an opportunity to respond making special reference to the facts alleged in rebuttal, or shall disqualify him or herself and state the reasons therefore.
- 4. If as a result of conflicts, ex-parte contact and/or appearance of fairness, a quorum of the entire Planning Commission cannot be assembled for the purposes of conducting a hearing, the Doctrine of Necessity shall be applied.

SECTION 3. CONDUCT OF HEARING

- A. The Planning Commission in conducting a quasi-judicial hearing shall acknowledge that Parties are entitled to an opportunity to appear, in person or by a representative or Counsel to present and rebut testimony and evidence to an impartial approval authority, to have the proceedings recorded and to receive notice of the date, time and place the City Council will decide the matter.

- B. The Planning Commission may call as a witness a person with technical or specialized knowledge regarding an issue in the matter before them.
- C. No person shall testify without 1) receiving recognition from the Planning Commission Chairperson, and 2) Stating his or her full name and residence address.
- D. There shall be no audience demonstration, applause, cheering, display of signs or other conduct disruptive to the hearing. Disruptive conduct may be cause for appropriate action as determined by the Planning Commission or City Attorney.
- E. Planning Commission Hearings shall conclude no later than 10 pm on any evening, unless a majority of the Planning Commission present, votes to extend the hearing.

SECTION 4. PLANNING COMMISSION ROLE

In addition to the responsibilities described above and in City Ordinances, the Planning Commission shall:

- A. Regulate the course and decorum of a hearing;
- B. Rule on procedural matters;
- C. Rule on the relevance of evidence and testimony;
- D. Seek the opinion of the City Attorney on legal questions pertaining to any matter before the Planning Commission;
- E. Take other action necessary to lawfully conduct a hearing.

SECTION 5. RULES OF EVIDENCE

- A. Evidence received at a hearing shall be of the quality that reasonable person would rely upon on in the conduct of affairs.
- B. Irrelevant, incomprehensible or repetitive testimony or evidence shall not be admitted.

SECTION 6. ORDER OF PROCEDURE

The Planning Commission Chair (Chair) conducts the public hearing generally in the following order of procedure:

- A. The Planning Commission Chair opens the

hearing with the following statements:

1. The case number of the application(s) to be heard;
2. The name(s) of the property owner and applicant;
3. The address of the property in question, or, if there is no address, The specific location of the property;
4. Identify that the applicable substantive approval criteria are addressed in the staff report.
5. Instruct the audience that only testimony or evidence directed to the approval criteria will be accepted.
6. Call for disclosure by Planning Commission Members of any conflict of interest or ex-parte contact as provided in Section 2.
7. Call for any public challenge to the partiality of any member.
8. Summarize the sequenced events to be followed at the hearing as described in (B) through (G) of this section:

- B. Chair calls for the **Presentation Portion:**

1. Planning Staff to describe the nature of the proposal and summarize the Staff Report and Recommendation.
2. Applicant to present his/her proposal.

- C. Chair opens the **Public Testimony Portion:**

1. Proponents (those testifying in support of an application) have twenty minutes for all such testimony by the group of proponents. Additional time may be granted at the discretion of the Chair if the evidence and testimony is not repetitious, irrelevant, or immaterial.
2. Call for the presentation of testimony and evidence by any party in opposition to the application. Those testifying in opposition to an application have twenty minutes for all such testimony by the group. Additional time may be granted at the discretion of the Chair if the evidence and testimony is not repetitious, irrelevant, or immaterial.
3. Applicant provided an opportunity for rebuttal which shall be limited to responding to applicable testimony raised by the opponents.
4. Provide opportunity for City Staff to add

to or clarify the factual information presented.

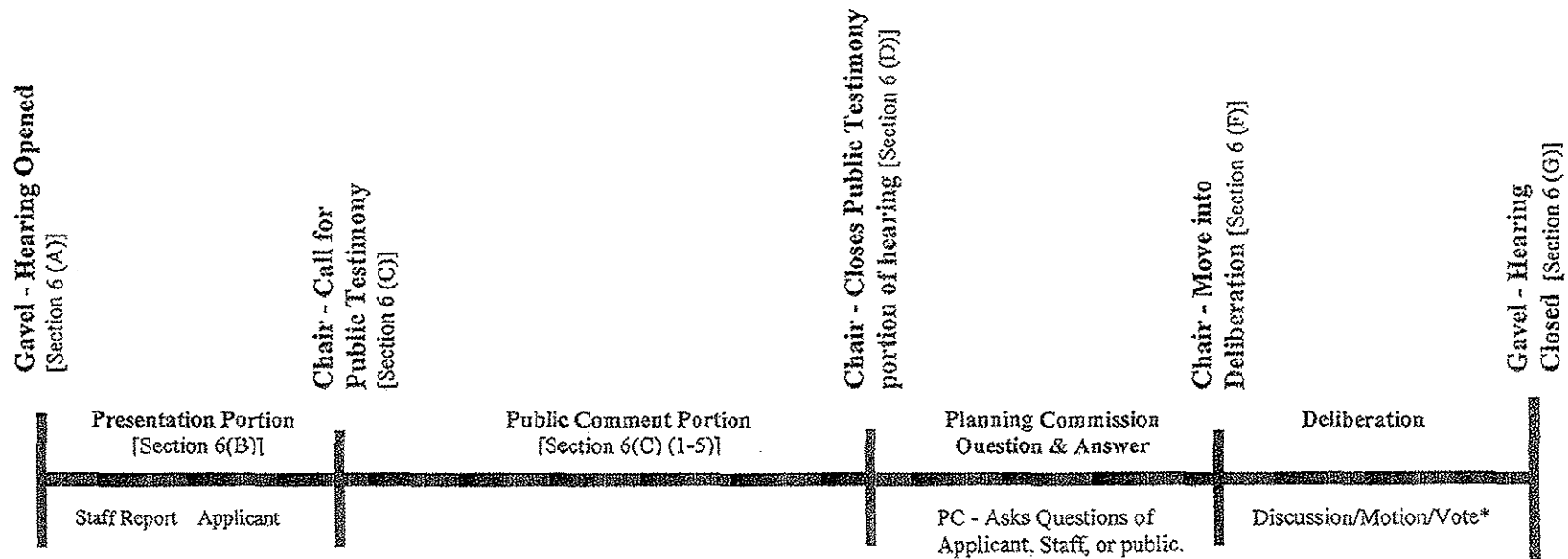
- D. Chair closes the Public Testimony portion of the hearing.
- E. Chair calls for Planning Commission questions of applicant, Staff, or public.
- F. Chair calls for deliberation.
- G. Upon a motion being passed by a majority of the Planning Commission the Chair Closes the Hearing.

In the event the Chair uses his or her discretion to accept additional testimony or evidence after the close of the Public Testimony portion of the hearing, the Chair should reopen the Public Testimony portion of the hearing and may limit testimony to a specific issue and timeframe.

SECTION 7. RECOMMENDATIONS

- A. Except as otherwise provided, the Planning Commission shall deliberate and make a recommendation to the City Council to approve, approve with conditions, or to deny an application at the conclusion of the presentation of evidence and testimony on each application.
- B. The Planning Commission shall adopt, or modify and adopt, Findings and Conclusions proposed by City Staff or shall direct the City Staff to prepare other Findings based on the record to support the recommendation. A recommendation to approve or deny must be accompanied by findings supporting the recommendation.
- C. Any hearing before the Planning Commission may be continued to a date and time certain, whereupon a recommendation on that application shall be made or the hearing further continued to a date certain.

Planning Commission Public Hearing Section 6 - Order of Procedure



- * The Planning Commission is a non-decision making body. The role of the Planning Commission is to conduct public hearings and forward a recommendation on to the City Council. The City Council makes a decision taking into consideration the Planning Commission recommendation, public comment received at the Planning Commission public hearing, and the entire record.

MEMORANDUM

TO: The Quasi-Judicial Procedural Rules Committee

FROM: Roger D. Knapp

DATE: May 19, 1997

RE:

The following is a suggested starting point for a resolution setting forth rules and procedures to govern quasi-judicial hearings before the planning commission and city council:

- I. Rules applicable to members of hearings body:
 - a. Conflict of Interest - Members of the hearings body shall be subject to the Code of Ethics (RCW 35A.42.020), Prohibitions on Conflicts of Interest (RCW 35A.42.020 and Chapter 42.23, RCW) and Appearance of Fairness Rules (Chapter 42.36, RCW) as the same now exist or may hereafter be amended.
 - b. Ex-Parte Communications - During the pendency of any quasi-judicial proceeding, no member of a decision making body may engage in ex-parte communications with opponents or proponents with respect to the proposal which is the subject of the proceeding unless that person:
 1. Places on the record the substance of any written or oral ex-parte communications concerning the decision or action; and
 2. Provides that a public announcement of the content of the communication and of the party's right to rebuttal the substance of the communication shall be made at each hearing where action is considered or taken on the subject to which the communication is belated. This prohibition does not preclude a member of a decision making body from seeking in a public hearing specific information or data from such parties relative to the decision if both the request and the results are part of the record. Nor does such prohibition preclude correspondence between a citizen and his or her elected official of any such correspondence is made a part of the record when it pertains to the subject matter of a quasi-judicial proceeding.

- c. Disqualification - No member of a hearing body may be disqualified by the Appearance of Fairness Doctrine for conducting the business of his or her office with any constituent on any matter other than a quasi-judicial action then pending before the hearing body.

Prior to declaring as a candidate for public office or while campaigning for public office as defined by RCW 42.17.020(5)(25) no public discussion or expression of an opinion by a person subsequently elected to a public office, on any pending or proposed quasi-judicial actions, shall be a violation of the Appearance of Fairness Doctrine.

Anyone seeking to rely upon the Appearance of Fairness Doctrine to disqualify a member of a decision making body from participating in a decision must raise the challenge as soon as the basis for disqualification is made known to the individual. Where the basis is known or should have reasonably been known prior to the issuance of a decision and is not raised, and it may not be relied upon to invalidate the decision.

- II. Order of Presentation: The order of proceedings for hearings shall depend in part on the nature of the hearing. The following shall be a general guideline:

1. Before receiving testimony, the following shall be determined:
 - a. Any objections on jurisdictional grounds shall be noted on the record and if there is objection, the hearing body shall have the discretion to proceed or terminate.
 - b. Any abstentions or disqualifications shall be determined.
2. The hearing body may take official notice of known information related to the issue such as a) a provision of any ordinance, resolution, rule, officially adopted development standard or state law; b) other public records and facts judicially noticeable by law.
3. Matters officially noticed need not be established by evidence and may be considered by the hearing body in its determination.
4. The hearing body may view the area in dispute with or without notification to the parties, but shall place the time, manner and circumstances on such view on the record.

parties that any response to the request must be submitted in writing not later than 6 days before the hearing.

- g. ~~The hearings body~~ shall reconsider its decision at a public hearing. Initially its review shall be limited to the written request and any written responses. ~~The hearings body~~ may deny the request or may direct that the open record hearing be reopened for the limited purpose of taking additional testimony and evidence on the subject matter of the request for reconsideration.
- h. For purposes of computing the time period within which an appeal must be filed under the land use petition act, RCW 36.70C, the issuance of the land use decision of the city shall be the date the request for reconsideration is granted or denied.

appeal the request

*Argument
City Council
District*

- d. No testimony shall be taken at a closed record hearing, and no argument for or against shall be received. Members of the hearing body may direct questions to the applicant, opponents, and members of the staff.

IV. Reconsideration:

- a. A request for reconsideration of a final decision may be made by any member of the hearings body or any person aggrieved by such decision. *city council only*
- b. A request for reconsideration must be made in writing and must set forth the grounds for the request, and the factual basis for each ground.
- c. A request for reconsideration must be made within 10 days following the final decision.
- X* d. ~~Except for request made for by a member of the hearing body, a request for reconsideration must be accompanied by a fee of \$50.00, which fee shall be refunded only if the application for reconsideration is granted.~~ *request*
- e. A request for reconsideration must be based upon one of the following grounds:
1. Fraud or misrepresentation;
 2. Mistake of fact;
 3. Newly discovered evidence that could not have been introduced at the open record public hearing with the exercise of due diligence;
 4. Misconduct by a member of the hearing body;
 5. That there is no evidence or reasonable inference from the evidence to justify the final decision of the hearings body.
- f. When a request for reconsideration is filed, the city shall give notice of such filing to the applicant and any person who files with the city a written request for notice of proceedings. The notice of filing given by the city shall identify the request for reconsideration, set a date not later than 30 days when the hearings body will consider the request, and shall inform all

*Provide it
please*

3. Staff reports;
 4. Minutes, resolutions, and other records documented in the action taken by the hearings body;
 5. Correspondence;
 6. Reports and exhibits submitted by persons other than the proponent.
- To Confidential Preparation Inform*
- e. For documentary evidence to be a part of the record, it must be submitted either at or prior to the open record public hearing. Exhibits submitted prior to the open record public hearing must be mailed or delivered in person to the PWD/designee and must expressly request inclusion in the record for a specific identified project. Failure to comply with this subsection may result in the exclusion of the proposed exhibit from the record.
 - f. The PWD/designee shall maintain an index for each sub file of the record. The index shall state the date the exhibit was received, the author, and a descriptive identification of the exhibit.
- Except Confidential Preparation Inform*
- g. Any person may inspect the record during regular business hours. Such inspection shall be done in the presence of the PWD/designee.
 - h. No exhibits may be submitted following to the close of the hearing at the open record proceedings. No additional exhibits may be submitted at a closed record hearing.

IV. Witnesses:

- a. Any person may testify at an open record hearing. Such person must identify himself or herself by name and address prior to testifying initially, and by name each subsequent time the person testifies.
- b. All persons testifying shall be subject to cross examination, and shall be subject to questioning by members of the hearing body.
- c. All persons testifying may be required to take an oath prior to testifying.

5. Information shall be received from the staff and from proponents and opponents.
6. When the presiding officer has closed the public hearing portion of the hearing, the hearing body shall openly discuss the issue and may further question a person submitting information or staff if the opportunity for rebuttal is provided.
7. All deliberation shall be conducted in open meeting except the hearing body, may at its option, consult with legal counsel in closed session. (RCW 42.30.140).
8. A final decision shall include adoption of Findings of Fact. When the final decision is in accordance with the staff report, it shall be sufficient to adopt the findings in the staff report by reference. When the final decision is at variance with the staff recommendation, or when the findings of fact in the staff report are deemed inadequate, supplemental or replacement findings shall be adopted by resolution.

III. The Record:

- a. The record shall consist of the testimony and discussion at the public hearing and physical exhibits submitted in the manner hereinafter set forth.
- b. All decisions must be based upon the record and shall not consider evidence not made part of the record.
- c. Testimony and discussions at public hearings shall be preserved by audio taping or alternate ~~taping~~ means approved by the city council. The city council may direct that a written transcript be made ~~from the audio tapes~~ of the proceedings.
- d. The public work director or his designee (PWD/designee) shall be the custodian of the record and shall be responsible for properly maintaining the record. Physical exhibits shall be segregated into sub files as follows:
 1. Application and submittals from the proponents;
 2. Sepa/environmental materials, and related reports

Mid-September 2012 Revision
Guidelines for Public Comment
“Mini” version

1. Ask for public comment, recognize person, ask for name & address at the microphone, inform that they are given three minutes. (Mayor may suspend this rule.)
2. If providing written material, ask them to give to staff for distribution to council.
3. If council or Mayor asks questions during the presentation, the “clock stops”.
4. At the conclusion of the three minutes (or the end of the presentation, whichever comes first), ask if there are any questions from council. Thank the person speaking, recognize the next (?) speaker.
5. If a longer presentation is requested, it MAY be accommodated at council discretion based upon agenda, or scheduled for a future meeting. (Rescheduling can be coordinated with the city administrator.)
6. The speaker should not engage council, mayor, or staff in a question/answer session or a debate, the public input section is intended for the opportunity to bring forward matters for future consideration or to raise awareness of. Questions may be asked, but immediate answers are not always appropriate. Speakers should NOT engage prior speakers in debate or question/answer, comments should be focused to the council for consideration.
7. Disruptive behavior may result in being asked to leave the meeting if one cannot remain quiet at appropriate times (examples—when others are speaking, or when it is not public input portion of agenda)
8. The guidelines provide for public hearing input, including further definition for proponent sequence and time limit, allow a rebuttal at end, and an emphasis on focusing on the matter before council for decision, not back-and-forth amongst public input participants and/or the audience. Audience commentary, as a courtesy to all, when not at the microphone should be minimal. Multiple turns by the same person at the microphone are permitted, however all other first-time speakers will be given priority over returnees.
9. Once the public input portion of the hearing is closed, that is the last time for public input UNLESS the council asks a clarifying question and the speaker returns to the microphone to respond. No new testimony/subject matter can be introduced at this time.

Agenda revisions:

1. Regular meeting—move public input prior to consent agenda, place somewhere on agenda to include a footnote on public comment welcome during this session for non-public-hearing matters; comment for public hearing agenda items will be accepted during that item during the course of the hearing; written comments are welcome if person is unable to remain for hearing.
2. Regular meeting--- the goal is for the regular end-time to be 10 p.m. unless extended by council.
3. Workshop---regular end-time is 6:30 p.m. unless extended by council.