

**CONTRACT AGREEMENT**

**BETWEEN**

**Bell & Associates, Inc.**  
1628 NW 33<sup>rd</sup> Way  
Camas, WA 98607

**AND**

**CITY OF CAMAS**  
Public Works Department / SW  
Division  
616 NE 4<sup>th</sup> Ave.  
Camas, WA 98607

**PROJECT: SOLID WASTE COLLECTION PLANNING SERVICES**

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

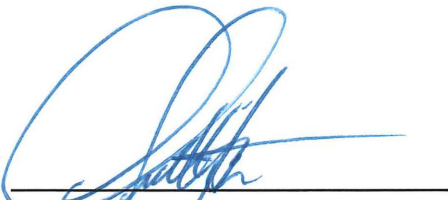
The performance of the professional services herein described and authorized by the **City of Camas**, as well as payment for such services, shall be in accordance with the terms and conditions presented in this Agreement and the following Sections and Exhibits which are attached and incorporated by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

- Section I** - **Relationship of the Parties**
- Section II** - **Contract Provisions**
- Exhibit A** - **Scope of Work and Task Plan**
- Exhibit B** - **Project Budget/Fee Schedule**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 20 day of May, 20 16.

**APPROVED:**

**BELL & ASSOCIATES, Inc.**



**Christopher J. Bell**  
President

Date: 5-20-16

**APPROVED:**

**CITY OF CAMAS**



**Scott Higgins**  
Mayor

Date: 5/16/16

**ATTEST:**

  
**CITY CLERK**

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## SECTION I: RELATIONSHIP OF THE PARTIES

The **City of Camas** ("Client") desires consulting services to assist the Solid Waste Division in evaluating its collection operations system. In furtherance of the Project, the Client hereby contracts with **Bell & Associates, Inc.** to perform the professional services described in Exhibit A of this Agreement. All services shall be performed under the joint supervision of the Client's Representative, Sam Adams, or a designee or designees identified in writing to Bell & Associates by the Client's Representative.

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

## SECTION II: CONTRACT PROVISIONS

**1. Scope of Work:** Bell & Associates, Inc. shall perform the service for the Client which as defined in Exhibit A Scope of Work, which is attached hereto and hereby incorporated by this reference.

**2. Time for Completion:** The Scope of Work for the conduct of the study as set forth above is anticipated to be completed by Bell & Associates, Inc., within a time frame approximating that shown by the following schedule:

**Notice to Proceed:** On May 17, 2016

**Completion of Draft Analysis:** within 2 months of Notice to Proceed (NTP)

**Presentations to Council:** within 3 months of NTP

**Completion of Project:** On or before August, 31, 2016

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

**3. Payment:** Bell & Associates, Inc. will be paid by the Client on a time and materials basis as outlined below and in accordance with the standard billing rates attached hereto as Exhibit B. Bell & Associates, Inc. agrees to perform the services as set forth in Exhibit A at a cost not to exceed \$25,935. It is understood that Bell & Associates, Inc. will not exceed this amount without the Client's prior written authorization.

Payment to Bell & Associates, Inc. for services set forth in Exhibit A shall be: an amount equal to Bell & Associates, Inc.'s standard billing rates as set forth in Exhibit B multiplied by the actual hours worked.

Direct expenses will not be charged except as identified in Exhibit B. Payment shall be made monthly upon receipt and approval of Bell & Associates, Inc.'s invoice.

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

**5. Work to be Completed:** All work accomplished will be performed under the direction of the Client Representative or his/her Designee.

**6. Termination:** This contract may be terminated by the Client by giving Bell & Associates, Inc. written notice of such termination no fewer than fifteen (15) days in advance of the effective date of said termination. Bell & Associates, Inc. shall be entitled to terminate this agreement only in the case of a material breach by the Client, and upon failure of the Client to remedy said breach within fifteen (15) days of said notice.

**7. Indemnity:** Bell & Associates, Inc. shall comply with all Federal Government, State and local laws and ordinances applicable to the work to be done under this Agreement.

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

**8. All Work Produced is Property of the Client:** The materials, computer programs, reports, calculations, analyses, etc., generated by Bell & Associates, Inc. under this contract including the final report shall become the property of the Client. The Client agrees that if it uses products prepared by Bell & Associates, Inc. for purposes other than those intended in this agreement, it does so at its sole risk and agrees to hold Bell & Associates harmless thereafter.

The Contractor shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the Client.

**9. Integrated Agreement:** This agreement together with attachments or addenda represents the entire and integrated agreement between the Client and Bell & Associates, Inc. supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended by written instrument signed by both the Client and Bell & Associates, Inc.

**10. Independent Contractor:** The parties intend that an independent Contractor/Client relationship will be created by this agreement. No agent, employee, or representative of Bell & Associates, Inc. shall be deemed to be an agent, employee, or representative of the Client for any purpose. Bell & Associates, Inc. shall be solely responsible for all acts of its agents, employees, representatives, and subcontractors during the performance of this contract.

**11. Equal Opportunity:** Bell & Associates, Inc. agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) In the event the Contractor violates this provision, the County may terminate this agreement immediately and bar the Contractor from performing any services for the County in the future.

**12. Safeguarding of Personal Information:** Bell & Associates, Inc shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

Contractor shall ensure its directors and subcontractors use Personal Information solely for the purposes of accomplishing the services set forth in this agreement. Contractor shall protect Personal Information collected, used, or acquired in connection with the agreement, against unauthorized use, disclosure, modification or loss. Contractor and its subconsultants agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of the City of Camas or as otherwise authorized by law. Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

Consultant shall make the Personal Information available to amend as directed by the City of Camas and incorporate any amendments into all the copies maintained by the Contractor or its subcontractors. Contractor shall certify its return or destruction upon expiration or termination of

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the agreement and the Contractor shall retain no copies. If Contractor and the City of Camas mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

Contractor shall notify the City of Camas in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Contractor shall take necessary steps to mitigate the harmful effects of such use or disclosure. Contractor is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by Public Entity.

Any breach of this clause may result in termination of the agreement and the demand for return of all Personal Information.

**13. Notices:** Notices to the Client shall be sent to the following address:

**City of Camas Sanitation / Garbage Collection Division**

Attention: Sam Adams, P. E., Utilities Manager  
616 NE 4<sup>th</sup> Ave.  
Camas, WA 98607  
360-817-7003

Notices to Bell & Associates shall be sent to the following address: Bell & Associates, Inc.

Attention: Chris Bell, President  
1628 NW 33<sup>rd</sup> Way  
Camas, WA 98607  
360-210-4344

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## **EXHIBIT A: SCOPE OF WORK**

### **PHASE 1 PROJECT APPROACH**

Phase 1 is the documenting and operational and financial analysis of the City's current waste management system. The analysis will include our initial evaluation in a technical memorandum. The technical memorandum will provide the City the ability to determine the next steps in Phase 2 of the project.

#### **Task 1: Data Request and Background Review**

The Project Team is requesting is request the following documents in electronic format:

1. Detailed customer data with billing information by level of service
2. Schedule of residential and commercial collection routes
3. Daily route sheets in electronic format (Excel / CSV / database)
4. Collection route map(s) / City map with street details
5. Billing reports necessary to identify customer counts by line of business
6. Current year budget for collection operations
7. Year-end general ledgers for the last two years with line item detail by account
8. Collection rate schedules
9. Year to date (fiscal year) billing register for 2016 and the last billed month in 2016
10. Organizational chart
11. Schedule of all disposal invoices for solid waste (electronic format)
12. Schedules of all assets assigned to the Solid Waste Division
13. Daily collection truck hours by truck / route for the last three months from the on-board GPS system
14. Demographic forecasting data used by the City for planning purposes
15. Camas City Ordinance for solid waste
16. Contracts with Waste Connections for collection / annexation

During the project, other items or issues may come to our attention that will require additional supporting documentation. We will make those requests as soon as possible in order to not disrupt the daily operations of City staff.

#### **Task 2: Data Analysis of Information / Desktop Review of Collection Routes**

Route information from daily route sheets and the GPS system will be consolidated into data sets, by route, to establish daily workloads, collection productivity, route balances, average set-out weights, productive route time, and route costs (cost per hour / cost per route).

#### **Task 3: Kick-off Meeting / Staff Interviews / Route Evaluations**

Once we have received and reviewed requested data from Tasks 1 and 2, we will schedule a series of meetings with City staff. The kick-off meeting will serve as a mechanism to discuss preliminary findings of our research, inventory existing information, continue the data collection process, and identify project issues, goals, roles and responsibilities. We will conduct field observations and tour the City facilities. Interviews will be conducted with the City's Solid Waste Department management and operations staff to provide additional background information.

Gary Lima will accompany route drivers over a four day period (Tuesday to Friday) to document operational factors including, but not limited to the following: refuse collection methods; collection frequency; collection equipment type and condition; refuse container variations; number, size, and pattern of routes; collection time

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per route; collection time per refuse service “stop” or pick-up in residential and commercial sectors; and work assignments.

Chris Bell and Gary Lima will complete field research to document operational factors to include the following: refuse collection methods; recycling programs; collection equipment type and condition; transfer system, and disposal operations. The objective of the on-site field work is to document the system, solicit input from City staff, follow up on questions raised during the first two tasks, and to continue the collection of information.

As part of the kick-off meetings, the Project Team will identify primary contacts for both our Project Team and the staff and establish protocols for the exchange of information and the resolution of issues that may arise in the course of this engagement.

#### **Task 4: Draft System Overview Technical Memorandum Operational Assessment /**

Information obtained from the first three tasks will be compiled into a Technical Memorandum of the City's current system and services. The memorandum will be comprised on the following sections:

1. Document the City's current waste management system
2. Provide an evaluation of the collection routes
3. Calculate the costs of providing collection services
4. Highlight areas of strength, weakness, opportunities, and concern

The results of the route analysis and evaluations will be the basis for any recommend changes to increase collection productivity and decrease collection costs. The following operational aspects to be reviewed include the following, but not limited to:

- Overlapping and or fragmented routes
- Coordination with Waste Connections recycling collection operations
- Equalized workloads with consistent customer count / collection time for each collection day
- Route break-off points for disposal
- Avoidance of high traffic areas / working around the rush hours

#### **Task 5: Submit Draft Technical Memorandum / Follow up with City Staff**

The initial draft report will be prepared for the City staff's review and input with the second draft submitted to City officials and interested stakeholders.

#### **Task 6: Finalize Technical Memorandum**

If changes to the proposed draft memorandum are necessary or requested, then the report will be updated and a final will be submitted.

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**EXHIBIT B: PROJECT BUDGET**

**PHASE 1 BUDGET / SCHEDULE**

Task No.	Task Description	Hours	Total Cost
<b>Task 1</b>	Data Request / Background Review	20	\$2,620
<b>Task 2</b>	Data Analysis / Desktop Review	40	\$5,240
<b>Task 3</b>	Kick-off Meeting / Route Evaluations	64	\$8,240
<b>Task 4</b>	Draft Technical Memorandum	36	\$4,800
<b>Task 5</b>	Submit Technical Memo / Follow ups	16	\$2,120
<b>Task 6</b>	Finalize Memorandum	8	\$1,060
	Total Hours and Cost	184	\$24,080
	Travel Expenses (Gary Lima, 5 days on-site)		\$1,855
	<b>Project Totals</b>	<b>184</b>	<b>\$25,935</b>

The fees for Phase 1 of the project are based on the estimated time to complete. This proposed fee is a not to exceed fee based on the outlined work program. If the project can be completed in less than our estimates, then Bell & Associates will invoice accordingly. If we find it will take considerably more time, due to a change in scope, we will discuss any changes with City staff and will not proceed without prior written authorization. Fees for the project are estimated at \$24,080 (184 hours x a blended rate of \$131 per hour) plus \$1,855 of travel expenses for Gary Lima.