

**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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**APPROVED:**  
**BELL & ASSOCIATES, Inc.**

**APPROVED:**  
**CITY OF CAMAS**

\_\_\_\_\_  
**Christopher J. Bell**  
President

\_\_\_\_\_  
**Steven R. Wall, P.E.**  
Public Works Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**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 September 26, 2016

**Completion of Draft Analysis:** within 6 months of Notice to Proceed (NTP)

**Presentations to Council:** within 1 months of NTP

**Completion of Project:** On or before March 15, 2017

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 \$45,900. 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**

# Camas Phase II Scope of Work

### **Task 1: Planning and Operations**

Utilizing information collected and analyses conducted in Phase 1, an assessment of the City's system will be completed. The project team will address recommended enhancements to the Department's management practices in a minimum of, but not limited to, the following areas:

1. Commercial collection / downtown service
2. Collection productivity
3. Driver scheduling / Driver augmentation
4. One-side collection in tight access areas
5. Front load container service for high volume waste generators
6. Research electronic route / on board routing
7. Review and update the duties of the drivers and/or lead driver
8. Address customer service calls and dispatch responsibility
9. Expected growth over the next twenty years
10. Compliance with Clark County SWMP

The Project Team will analyze the specific issues and provide the City with recommendations based on the following criteria: costs, consistency with City objectives, benefits, impacts, advantages, disadvantages, best practices, operational feasibility, institutional compatibility, technological reliability, regulatory risk / compliance, and other factors to be mutually determined by the City and Project Team members.

### **Task 2.0 Collection System Reroute**

**Task 2.1:** Attend and present during a work session with City Council the technical memorandum of collection operations. The objective is to discuss the planning process, provide background information, and solicit input.

**Task 2.2:** Create collection routes for each day under the existing system. The routes will be segregated between residential and business / institutional. Routes will be determined based on the neighborhood grid, density, dead ends (cul-de-sac), and customer habits.

Work with the Garry Reed and the Clark County GIS personnel to develop the sequential route order. The output of the GIS system will be the maps and sequential route sheets for direct use by the driver's and for input into the Springbrook billing system.

Route sheets will be developed to assist with the customer route audit and performance measurement. The number of collection routes will vary from three to four per day, depending on the number of customers. Because there is only one auditor, the audit will be completed over a four week period. Productivity measurements will also be taken over the same period.

**Task 2.3:** Complete a route audit to ensure customer data is accurate for the level of service provided. To manage costs, a City employee or temporary hire will be utilized to complete the route

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audits. The auditor will be provided with the daily route sheet in sequential order. The auditor will note the customer's level of service and compare to the City billing records. Other items to be noted is the condition of the carts, spacing of the carts, and if the driver has to leave the cab in order to collect the cart or tub. The Project Consultants will establish the parameters of the audit and manage the process in conjunction with City managers.

**Task 2.4:** Measure each route for collection productivity to assist with the design of collection routes that are based on expected on-route time. Utilize the Network Fleet system to measure route time and the daily route sheets to measure customer counts, extras, and other usable information.

**Task 2.5:** Meet with managers from Waste Connections to solicit input on current customer counts and route expectations (areas, number of houses, etc.) for the reroute.

**Task 2.6:** Review the City's planning documents, current and projected residential subdivisions, and the sewer infrastructure forecast to project the annual residential and commercial builds over the next ten years. The estimated build-outs will be considered when the new route maps are designed.

**Task 2.7:** Garry Reed will test run projected routes to research the areas and gather information necessary for the design of the new routes.

**Task 2.8:** Using information gathered from the previous tasks, work in conjunction with City collection personnel on the proposed layout of the collection routes. Utilize heuristic routing methods to maximize on-route productivity as well as addressing collection hindrances.

**Task 2.9:** Work with Clark County GIS personnel to develop the sequential route order. The output of the GIS system will be the stand-alone maps and a sequential route data (CSV files) to input into Springbrook billing system. The Springbrook system will generate the route collection sheets.

**Task 2.10:** Analyze the new routes with the drivers to determine if changes are required. Amend the new routes as needed.

**Task 2.11:** Assist with the development of the education and outreach materials for the rerouting / customer service changes.

**Task 2.12:** Go live with the new collection routes.

### **Task 3: Reroute Technical Memorandum**

Memorandum will be comprised of the findings from Task 1 and 2.1 through 2.9 into a succinct document with a Power Point Executive Summary and presented to City Council during a work session.

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#### **Task 4: Cost of Service / Calculation of Rates**

Current budget and expected results will be the basis for the calculation of the cost of service and the associated collection rates. A rate model will be developed based on the prior project's work to complete the following:

- Calculate the cost of service for residential and commercial customers
- Calculate the annual rates to be assessed over a 5 year period.
- Complete a truck and asset replacement schedule with costs for future years

#### **Task 5: Prepare Final Report / Plan**

Based on review comments received from City staff and other appropriate stakeholders, incorporate the technical memorandums, cost of collection services, and route design into the final report / plan.

**EXHIBIT B: PROJECT BUDGET**

**Phase II Budget / Proposed Schedule**

<b>Task</b>	<b>Task Description</b>	<b>Completion Date</b>	<b>C. Bell Hours</b>	<b>G. Lima Hours</b>
Task 1	Planning and Operations	December 31	24	12
Task 2.1	Meeting with City Council	TBD	3	0
Task 2.2	Route Existing System	Oct 10 to Oct 14	6	40
Task 2.3	Route Audit	Oct 24 to Nov 4	22	8
Task 2.4	Route Measurements	Oct 24 to Nov 4	12	12
Task 2.5	Meeting with WCI Mgrs.	Week of Nov 4	6	6
Task 2.6	Review of City Growth	November 4	8	4
Task 2.7	Test run Routes	TBD after Task 2.6	0	0
Task 2.8	Reroute Design	TBD after Task 2.6	16	24
Task 2.9	Map New Routes in GIS	TBD after Task 2.6	8	16
Task 2.10	Analyze Reroute with Drivers	TBD after Task 2.6	4	4
Task 2.11	Assist with Outreach	TBD after Task 2.6	8	8
Task 2.12	Implement New Routes	TBD after Task 2.6	0	0
Task 3	Reroute Technical Memo	TBD after Task 2.6	24	8
Task 4	Cost of Service Rates	TBD after Task 2.6	16	0
Task 5	Prepare Final Report / Plan	TBD after Task 2.6	24	8
			157	150
		Labor Cost	\$23,550	\$18,750
		Gary Lima Travel (2 x to Camas)		\$3,600
		<b>Total Project Cost</b>		<b>\$45,900</b>

The fees for Phase II 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 \$45,900 (307 hours x a blended rate of \$137 per hour) plus \$3,600 of travel expenses for Gary Lima.