



CITY COUNCIL REGULAR MEETING AGENDA

Monday, March 16, 2015, 7:00 PM
City Municipal Center, 616 NE 4th Avenue

NOTE: There are two public comment periods included on the agenda. Anyone wishing to address the City Council may come forward when invited; please state your name and address. Public comments are typically limited to three minutes, and written comments may be submitted to the City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENTS

V. CONSENT AGENDA

- A. Approve the minutes of the March 2, 2015 Camas City Council Meeting and the Workshop minutes of March 2, 2015.

 [March 2, 2015 Workshop Meeting Minutes - DRAFT](#)

[March 2, 2015 Regular Meeting Minutes - DRAFT](#)

- B. Approve the claim checks as approved by the Finance Committee.
- C. Approve the write-off of two 2014 closed utility accounts in the amount of \$100.18. (Submitted by Pam O'Brien)
- D. Authorize Pay Estimate No. 9 to Nutter Corporation for Project S-565 NW 38th Avenue Roadway Improvements, Phase 2 in the amount of \$106,976.25 for work completed from February 1, 2015 thru February 28, 2015. (Submitted by James Carothers)






 [NW 38th Phase 2 Pay Estimate 9](#)

- E. Authorize Pay Estimate No. 8 to McDonald Excavating, Inc. for Project S-566 NW Friberg Street/NW Goodwin Road Improvements in the amount of \$135,283.55 for work through February 28, 2015. (Submitted by James Carothers)

 [Friberg Pay Estimate 8](#)

- F. Authorize the Mayor to sign the Solid Waste Interlocal Agreement with Clark County to continue the regional approach to managing solid waste consistent with the updated Clark County Solid Waste Management Plan. (Submitted by Steve Wall)

 [County-Camas Solid Waste Interlocal 2015](#)

- G. Authorize the extension of the City's existing 2014 contract (WS-741) for annual city-maintained septic tank pumping with AAA Septic Service LLC (AAA) for Project WS-748 2015 STEP/STEF Tank Pumping in the amount of \$99,973.17 for work through February 28, 2016. This annual STEP/STEF Tank Pumping project is budgeted and funded by the Water/Sewer fund. (Submitted by James Carothers)
-  [2015 Tank Pumping Bid](#)
- H. Authorize Mayor to sign Interlocal Agreements with the City of Portland and Clark County Sheriff's Office for participation in the new RegJIN system. (Submitted by Mitch Lackey)
-  [RegJIN MOU](#)
[RegJIN Participant Intergovernmental Agreement](#)
[Exhibit D: Equipment and Security Requirements](#)
- I. Authorize the February 2015 Emergency Medical Services (EMS) write-offs in the amount of \$48,470.66. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (Submitted by Pam O'Brien)
- J. Authorize the Mayor to sign the Amended Interagency Agreement and Funding Authorization Forms from the Washington State Department of Enterprise Services (DES) for the LED Street Lighting Upgrade Project. The authorization forms reference the attached Project Energy Services Proposal, or scope of work, which was reviewed with City Council in September 2014 and at the 2015 Planning Conference. Approval of the attached agreement and forms will authorize DES to move forward on the project on behalf of the City. The project was included in the adopted 2015/2016 Budget and the recent Limited Tax General Obligation (LTGO) Bond Issuance. (Submitted by Steve Wall)
-  [LED Energy Services Proposal Final](#)
[LED Funding Authorization - Design](#)
[LED Funding Authorization - Construction](#)
[LED Interagency Agreement Amendment](#)
- K. Authorize the Mayor to sign the Commercial Lighting Incentive Program Participation Agreement with Clark Public Utilities (CPU), which will provide for an estimated energy incentive of \$257,300 associated with the LED Street Lighting Upgrade Project, payable upon project completion and verification by CPU. Staff discussed the incentive with City Council in September 2014 and at the 2015 Planning Conference. (Submitted by Steve Wall)
-  [Commercial Lighting Incentive Agreement](#)
- L. Authorize release of retainage for Project WS-713C Wastewater Treatment Plant Fall Protection Re-Bid project in the amount of \$2,846.25 to Cedar Mill Construction, LLC. All City and State project documentation has been received and verified. (Submitted by James Carothers)
-  [Treatment Plant Fall Protection Final Pay Estimate](#)

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

VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

VII. MAYOR

- A. Announcements
- B. Norm Danielson Spirit of Giving Proclamation

 [Spirit of Giving Proclamation](#)


VIII. MEETING ITEMS

- A. Ordinance No. 15-007 to Adopt Limited Amendments to the Camas Shoreline Master Program (File No. MC15-02)

Details: On March 2, 2015, City Council held a public hearing to review amendments to the Camas Shoreline Master Program, specifically Appendix C, Chapter 16.53 Wetlands. The limited amendments will comply with new mandates from the Department of Ecology. At the conclusion of the public hearing, Council approved the amendments and directed the City Attorney to prepare an ordinance for adoption.

Presenter: Sarah Fox, Senior Planner

Recommended Action: Staff recommends Council move to approve Ordinance No. 15-007.

 [Exhibit A - Limited Amendments to the Shoreline Master Program](#)
[Amendments to the Shoreline Ordinance](#)

- B. Ordinance No. 15-008 to Adopt Amendments to Camas Municipal Code (CMC) Chapter 18.23 Planned Residential Developments (File No. CMC14-05)

Details: On March 2, 2015, City Council held a public hearing to review the proposed amendments to CMC Chapter 18.23 Planned Residential Developments. At the conclusion of the public hearing, Council approved the amendments to CMC Chapter 18.23 and directed the City Attorney to prepare an ordinance for adoption.

Presenter: Sarah Fox, Senior Planner

Recommendation: Staff recommends Council move to approve Ordinance No. 15-008.

 [Planned Residential Development Ordinance](#)

- C. Ordinance No. 15-009 Amending Section 6.08.100(A) of the Camas Municipal Code (CMC)
On March 2, 2015, City Council meeting, staff reviewed with Council the proposed amendment to CMC Section 6.09.100(A) language dealing with aggressive or vicious dogs. Council agreed with the amendment and directed the City Attorney to prepare an ordinance for adoption.

Presenter: Mitch Lackey, Chief of Police

Recommendation: Staff recommends Council move to approve Ordinance No. 15-009.

 [Amendment to the Agressive Dog Ordinance](#)

IX. PUBLIC COMMENTS

X. EXECUTIVE SESSION

A. Property Acquisition

XI. ADJOURNMENT

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



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT
Monday, March 2, 2015, 4:30 PM
City Municipal Center, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. ROLL CALL

Present: Greg Anderson, Bonnie Carter, Tim Hazen, Steve Hogan, Melissa Smith, and Shannon Turk

Excused: Don Chaney

Staff: Bernie Bacon, Phil Bourquin, Pete Capell, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Robert Maul, Nick Swinhart, and Steve Wall

Press: No one from the press was present

III. PUBLIC COMMENTS


No one from the public wished to speak.

IV. WORKSHOP TOPICS

A. Solid Waste Interlocal Agreement with Clark County

Details: The City entered into an Interlocal Agreement with Clark County in 2006 regarding the regional management of solid waste, which is in effect through 2016. However, Clark County is currently going through a process to update the Clark County Solid Waste Management Plan and is preparing to submit the plan to the Department of Ecology for approval. As part of the submittal, the County is proposing to include updated interlocal agreements with each city consistent with the new plan. As such, City and County staff have prepared the attached Solid Waste Interlocal Agreement to continue the regional approach to managing solid waste and designating Clark County as the agency responsible for disposal of all solid waste generated within the County to the extent provided for in the updated plan. Consistent with the newly drafted plan, the term of the new agreement is through 2021 with automatic annual extensions unless otherwise terminated. For reference, the Draft Clark County Solid Waste Management Plan may be viewed on Clark County's Environmental Services web page.

Presenter: Steve Wall, Public Works Director

 County-Camas Solid Waste Interlocal 2015

This item will be placed on the March 16, 2015 Consent Agenda for Council's consideration.

B. Public Works Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items.

Presenter: Steve Wall, Public Works Director

Wall commented on the status of the pedestrian signal on Everett Street, this year's pavement preservation plan for the City, and the Community Development Block Grant status for Franklin Street. He also shared about the status of the 38th Avenue pavement completion.

C. 2016 Comprehensive Plan Update

Details: Clark County recently received urban growth boundary expansion requests from the cities of Ridgefield and LaCenter, which is after the agreed upon deadline of July 31, 2014. As a courtesy, the County is allowing other cities within the County another opportunity to seek boundary expansions for the 2016 update. Camas planning staff maintains that no additional boundary expansions are needed for the City of Camas for the 2016 update effort.

Presenter: Robert Maul, Planning Manager

 [Comprehensive Plan Deadline Request Letter to Cities](#)

Council was supportive of Planning staff's recommendation.

D. Community Development Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items.

Presenter: Phil Bourquin, Community Development Director


Maul commented on the Clark County Comprehensive Growth Management Plan Update open houses.

Bourquin shared about the Community Development Department's current process-improvement program. He also commented on the City's building permit numbers.

E. Proposed Ordinance Amending Section 6.08.100(A) of the Camas Municipal Code (CMC)

Details: Due to a recent court decision, the City Attorney has advised staff to amend CMC 6.08.100(A) language dealing with aggressive or vicious dogs. This is a slight modification of the City's existing code.

Presenter: Mitch Lackey, Chief of Police

 Proposed Ordinance CMC 06.08.100(A)

This item will be placed on the March 16, 2015 Regular Meeting Agenda for Council's consideration.

- F. Presentation on the RegJin System with the City of Portland
Details: The Police Department is currently working with the City of Portland to join the new regional police reporting system. All of the Clark County law agencies are joining this new regional data base for criminal records. As a condition of participation, Camas will need to sign interlocal agreements with the City of Portland and Clark County. Clark County is encouraging all local municipalities to participate and is offering to cover all fees and charges for the first 24 months. The new system is scheduled to go live on April 15, 2015.
Presenter: Mitch Lackey, Chief of Police



RegJIN MOU

RegJIN Participant Intergovernmental Agreement

Exhibit D: Equipment and Security Requirements

This item will be placed on the March 16, 2015 Consent Agenda for Council's consideration.

- G. City Administrator Miscellaneous Updates and Scheduling
Details: Updates on miscellaneous or scheduling items.
Presenter: Pete Capell, City Administrator

Capell shared that the State of the County address will be Thursday, March 12, 2015, from 3:30 to 5:30 pm at Skyview High School. He asked that any interested Council Members contact him if they would like to attend.

Capell shared that there will be a Clark Regional Emergency Services Association (CRESA) Cascadia Subduction Zone presentation on April 23, 2015, from 9:30 to 11:30 am at the Lacamas Lake Lodge. Interested attendees were asked to let Capell know.

Capell said that at the last Council meeting an ad-hoc committee to work on Municipal Code updates was discussed. The Parks Commission Code was discussed, but the City will also be updating many non-development related codes. The committee will meet monthly until the work is complete.

Capell informed Council that the City will be issuing \$8.3M in bonds tomorrow.

V. COUNCIL COMMENTS AND REPORTS

Hazen commented on the Parks Board meeting, their current appointments and the ongoing park naming. He also talked about the Post-Record's coverage of the roundabout discussion.

Hogan shared about Mesa's reopening, the upcoming "Go Green" First Friday and other Downtown Camas news.

Turk commented on the Parks Board application process, the Washington State University 500K Voices event and that there will be a March 31, 2015 500K Voices Camas meeting. Turk also commented about the ongoing roundabout discussions and requested an update on the Community Center discussions.

Anderson commented on the 500K Voices meeting, the oil train topic and support of the roundabout. Anderson said the C-TRAN meeting has been moved to a later date due to a scheduling conflict.

Carter commented on the upcoming Library Board of Trustees meeting and her ongoing meetings with the City's Department heads.

Smith commented on the upcoming Regional Transportation Council meeting and the Cemetery Board.

Mayor commented on the transportation package, the March 1, 2015 Columbian marijuana story and the new business going in next to Hilltop Market.

VI. PUBLIC COMMENTS

Chris Kralik, 631 NW 18th Loop, Camas, commented on the roundabout option for the 6th and Norwood intersection and he also commented on the oil train topic.

Reginald MacRae, 2900 NW Alpine Lane, Camas, commented on the oil train topic and the NW 6th Avenue interchange options.

VII. ADJOURNMENT

The meeting adjourned at 5:47

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



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT
Monday, March 2, 2015, 7:00 PM
City Municipal Center, 616 NE 4th Avenue

I. CALL TO ORDER

Mayor Scott Higgins called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: Greg Anderson, Bonnie Carter, Tim Hazen, Steve Hogan, Melissa Smith, and Shannon Turk

Excused: Don Chaney

Staff: Bernie Bacon, Phil Bourquin, Pete Capell, Jennifer Gorsuch, Cathy Huber Nickerson, Robert Maul, Shawn MacPherson, and Steve Wall

Press: No one from the press was present


IV. PUBLIC COMMENTS

Mike Boyer, 113 SE Everett Street, Camas, commented on damage to his house due to railroad activity in his neighborhood.

Cassie Marshall, 521 NE 17th Avenue, Camas, commented on the Parks Commission.

V. CONSENT AGENDA

- A. Approved the minutes of the February 17, 2015 Camas City Council Meeting and the Workshop minutes of February 17, 2015.

 [February 17, 2015 Workshop Meeting Minutes - DRAFT](#)
[February 17, 2015 Regular Meeting Minutes - DRAFT](#)

- B. Approved the claim checks numbered 125012 - 125164 in the amount of \$1,000,143.11.

- C. Authorized the Mayor to sign a professional services agreement with Gray & Osborne, Inc. in the amount of \$11,750 to provide water system distribution modeling services and make recommendations on any system improvements needed to utilize water from the new treatment plant or to serve the proposed developments in the Green Mountain area. (Submitted by Steve Wall)

 [030215 Water System Modeling Gray & Osborne Proposal](#)
[EXECUTED](#)

- D. Authorized the Mayor to sign a Professional Services Contract with S&B, Inc. for Project WS-709C Water Treatment Slow Sand Filter Plant for instrumentation hardware, data management and integration services in the amount not to exceed \$189,130.00. This item is budgeted and will be funded by a Drinking Water State Revolving Fund (DWSRF) loan from the Washington State Department of Health. (Submitted by James Carothers)

 [030215 Water Treatment Plant Instrumentation Contract WS-709 Slow Sand Filter S&B EXECUTED](#)

- E. Authorized Pay Estimate No. 8 (FINAL) to AAA Septic Service for Project WS-741, 2014 STEF/STEP Tank Pumping in the amount of \$7,251.86 for work through February 28, 2015, and accept project as complete. This project provides for on-going pumping of STEF and STEP tanks throughout Camas and is funded by the Water/Sewer Fund. (Submitted by James Carothers)

 [2014 Septic Tank Pumping Pay Estimate 8 \(Final\)](#)

- F. Approved Pay Estimate No. 4 (Release of Retainage) for Project P-899 Fallen Leaf ADA Ramp in the amount of \$1,053.43 payable to PD Badertsher Const. LLC. (Submitted by Denis Ryan)

 [P-899 Final Payment Retainage](#)

It was moved by Council Member Smith, seconded by Council Member Turk, to approve the Consent Agenda. The motion carried unanimously.

VI. NON-AGENDA ITEMS

A. Staff

There were no non-agenda items from staff.

B. Council

Hogan said First Friday is coming up on March 6, 2015.

VII. MAYOR

A. Announcements

Mayor informed Council that the City will be honoring Norm Danielson for his service with a proclamation during the next Council meeting. He also shared that the Senate passed the transportation funding package, which includes funding for the Slough Bridge and Brady Road improvements; it is now pending in the House.

B. Camas City Council and Committee Appointments for 2015

 [2015 Council Committees](#)
[Appointment Information](#)


It was moved by Council Member Anderson, seconded by Council Member Smith, that the Council Appointments, with the amended Mayor Pro-Tem term, be approved as amended. The motion carried unanimously.

It was moved by Council Member Hogan, seconded by Council Member Smith, that the Committee Appointments be approved. The motion carried unanimously.

VIII. MEETING ITEMS

- A. Public Hearing for Proposed Amendments to Camas Municipal Code (CMC) Chapter 18.23 Planned Residential Developments (File No. CMC14-05)
Details: Proposed amendments to CMC Chapter 18.23 Planned Residential Developments will allow for commercial land uses. At the Planning Commission public hearing on January 21, 2015, alternative amendments were proposed by staff and agreed upon with the applicant. The Commission forwarded a recommendation of approval.

Presenter: Sarah Fox, Senior Planner

 [Staff report to City Council - CMC 18.23](#)
[Application Narrative](#)
[Exhibit 1 - Email from applicant](#)
[Staff report to Planning Commission](#)

Mayor Scott Higgins opened the public hearing at 7:17 p.m.

The following member of the public spoke:
Randy Printz, 805 Broadway, Vancouver

The public hearing was closed at 7:21 p.m.

It was moved by Council Member Turk, seconded by Council Member Smith, that this item be approved. The motion carried unanimously.

B. Public Hearing for Limited Amendments to the Camas Shoreline Master Program (File No. MC15-02)

Details: Proposed limited amendments to the Camas Shoreline Master Program, specifically Appendix C, Chapter 16.53 Wetlands, which are intended to comply with new mandates from the Department of Ecology. Planning Commission forwarded a recommendation of approval at a public hearing that was held on January 21, 2015.

Presenter: Sarah Fox, Senior Planner



[Staff Report](#)

[Attachment A - Limited amendments to the SMP](#)

[Attachment B - Ecology 2014 Update Memo](#)

[Attachment C - Email correspondence](#)

[Attachment D](#)

[Email from Ecology 02-26-15](#)

Mayor Scott Higgins opened the public hearing at 7:25 p.m.

No one from the public wished to speak.

The public hearing was closed at 7:26 p.m.

It was moved by Council Member Turk, seconded by Council Member Hogan, that this item be approved. The motion carried unanimously.

C. Final Plat for 7th Avenue Townhomes (File No. FP14-08)

Details: Seventh Avenue Townhomes Subdivision (File no. SUB06-10) is located at 722 NW 7th Avenue near the intersection of NW 7th Avenue and NW Greeley Street.

Preliminary plat approval for 12 new lots was issued on December 14, 2006. A minor modification decision was issued on February 3, 2015, that reduced the subdivision to 11 lots (File no. MinMod15-02).

Presenter: Sarah Fox, Senior Planner



[Staff Report](#)

[7th Avenue Final Plat](#)

It was moved by Council Member Turk, seconded by Council Member Hogan, that this item be approved. The motion carried unanimously.

D. Public Hearing Considering Ordinance No. 15-006 an Ordinance Adopting a New Section 13.04.020 of the Camas Municipal Code, Relating to the Abandonment of Utility Services

Details: This public hearing is to provide utility customers an opportunity to give public testimony on Ordinance No. 15-006 to change the City's billing practice. This ordinance is one of three actions for City Council to consider in order to implement proposed utility code changes. This first step would allow the City to consider a utility account abandoned if the account has been disconnected for a period of five years. Any system capacity shall revert to the City and subsequent customers would be required to pay a System Development Charge to re-establish a connection. The two other actions for consideration will include low-income assistance and a fee schedule adjustment. These two items will be presented on the March 16, 2015 City Council Workshop.

Presenter: Cathy Huber Nickerson, Finance Director

 [030215 ORD 15-006 Adopting a New Section 13.04.020 of the Camas Municipal Code, Relating to the Abandonment of Utility Services](#)

Mayor Scott Higgins opened the public hearing at 7:28 p.m.

No one from the public wished to speak.

The public hearing was closed at 7:29 p.m.

It was moved by Council Member Turk, seconded by Council Member Hogan, that this Ordinance be read by title only. The motion carried unanimously.

It was moved by Council Member Anderson, seconded by Council Member Smith, that this ordinance be adopted and published according to law. The motion carried unanimously.

IX. PUBLIC COMMENTS

No one from the public wished to speak.

X. ADJOURNMENT

The meeting adjourned at 7:35 p.m.

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

CITY OF CAMAS PROJECT NO. S-565 DESCRIPTION: NW 38th Avenue Roadway Improvements, Ph. 2				NUTTER CORPORATION 7211 NE 43rd Avenue, Vancouver, WA 98661 Phone: (360) 573-2000 Original Contract Total: \$4,219,597.22 (Includes Sales Tax Amount: \$6,646.42) ORIGINAL QUANTITIES, ETC.				STP / TIB / REET TRACKING OF FUNDING		WATER / SEWER ACCOUNT TRACKING		Previous Estimate Totals		Current Estimate Totals		Totals to Date	
PAY ESTIMATE #9 Council Meeting Date: March 16, 2015 Work Period Date: February 1, 2015 - February 28, 2015				UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	Quantity	Amount	Quantity	Amount	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
Schedule A																	
A 1	Mobilization	LS	1.0	\$314,000.00	\$314,000.00			1.00	\$314,000.00			1.00	\$314,000.00			1.00	\$314,000.00
A 2	Roadway Surveying	LS	1.0	\$30,000.00	\$30,000.00			1.00	\$30,000.00			1.00	\$30,000.00			1.00	\$30,000.00
A 3	SPCC Plan	LS	1.0	\$1,000.00	\$1,000.00			1.00	\$1,000.00			1.00	\$1,000.00			1.00	\$1,000.00
Traffic Control																	
A 4	Traffic Control Supervisor	LS	1.0	\$25,000.00	\$25,000.00			0.72	\$18,000.00			0.72	\$18,000.00			0.72	\$18,000.00
A 5	Flaggers and Spotters	HR	2,350.0	\$49.00	\$115,150.00			2,712.00	\$132,888.00			2,712.00	\$132,888.00			2,712.00	\$132,888.00
A 6	Other Traffic Control Labor	HR	200.0	\$49.00	\$9,800.00			310.50	\$15,214.50			310.50	\$15,214.50			310.50	\$15,214.50
A 7	Construction Signs, Class A	SF	120.0	\$24.00	\$2,880.00			160.00	\$3,840.00			160.00	\$3,840.00			160.00	\$3,840.00
A 8	Portable Changeable Message Sign	HR	336.0	\$15.00	\$5,040.00			190.00	\$2,850.00			190.00	\$2,850.00			190.00	\$2,850.00
A 9	Other Temporary Traffic Control	LS	1.00	\$7,000.00	\$7,000.00												
Grading																	
A 10	Clearing and Grubbing	LS	1.0	\$75,000.00	\$75,000.00			1.00	\$75,000.00			1.00	\$75,000.00			1.00	\$75,000.00
A 11	Removal of Structures and Obstructions	LS	1.0	\$40,000.00	\$40,000.00			1.00	\$40,000.00			1.00	\$40,000.00			1.00	\$40,000.00
A 12	Roadway Excavation, Incl. Haul	CY	3,000.0	\$18.00	\$54,000.00			3,009.50	\$54,171.00			3,009.50	\$54,171.00			3,009.50	\$54,171.00
A 13	Unsuitable Foundation Excavation, Incl. Haul	CY	1,600.0	\$9.50	\$15,200.00												
A 14	Gravel Borrow, Incl. Haul	CY	14,300.0	\$18.50	\$264,550.00			4,285.00	\$79,272.50			4,285.00	\$79,272.50			4,285.00	\$79,272.50
A 15	Ditch Excavation, Incl. Haul	CY	550.0	\$25.00	\$13,750.00			543.00	\$13,575.00			543.00	\$13,575.00			543.00	\$13,575.00
A 16	Channel Excavation, Incl. Haul	CY	29,000.0	\$8.50	\$246,500.00			28,805.00	\$244,842.50			28,805.00	\$244,842.50			28,805.00	\$244,842.50
A 17	Stormwater Facility Excavation, Incl. Haul	CY	10,000.0	\$8.50	\$85,000.00			9,999.40	\$84,994.90			9,999.40	\$84,994.90			9,999.40	\$84,994.90
A 18	Construction Geotextile for Separation	SY	235.0	\$3.00	\$705.00			288.80	\$866.40			288.80	\$866.40			288.80	\$866.40
Bases																	
A 19	Crushed Surfacing Base Course	TON	11,020.0	\$20.00	\$220,400.00			11,899.24	\$237,984.80			11,578.19	\$231,563.80	321.05	\$6,421.00	11,899.24	\$237,984.80
A 20	In Place Cement Amended Base	SY	6,450.0	\$3.40	\$21,930.00			7,038.00	\$23,929.20			7,038.00	\$23,929.20			7,038.00	\$23,929.20
A 21	Cement for CAB	TON	193.0	\$116.00	\$22,388.00			189.47	\$21,978.52			189.47	\$21,978.52			189.47	\$21,978.52
Surface Treatment and Pavements																	
A 22	HMA CL 1/2 In. PG 64-22	TON	4,040.0	\$76.00	\$307,040.00			1,912.20	\$145,327.20			1,912.20	\$145,327.20			1,912.20	\$145,327.20
A 23	Preparation of Existing Surfaces	TON	4.0	\$570.00	\$2,280.00												
A 24	HMA for Approach CL 1/2 In. PG 64-22	TON	105.0	\$85.00	\$8,925.00			114.03	\$9,692.55			114.03	\$9,692.55			114.03	\$9,692.55
Structures																	
A 25	Precast Reinf. Conc. Three Sided Structure No. 1	LS	1.0	\$235,000.00	\$235,000.00			0.62	\$145,700.00			0.55	\$129,250.00	0.07	\$16,450.00	0.62	\$145,700.00
A 26	Precast Reinf. Conc. Three Sided Structure No. 2	LS	1.0	\$230,000.00	\$230,000.00			0.62	\$142,600.00			0.45	\$103,500.00	0.17	\$39,100.00	0.62	\$142,600.00
Storm Sewer, Sanitary Sewer, and Water Mains																	
A 27	Underdrain Pipe, 8 In. Diam.	LF	390.0	\$43.00	\$16,770.00			433.00	\$18,619.00			433.00	\$18,619.00			433.00	\$18,619.00
A 28	Aluminized Steel Culvert Arch Pipe 41-in. x 53-in. Diam.	LF	312.0	\$140.00	\$43,680.00			312.00	\$43,680.00			312.00	\$43,680.00			312.00	\$43,680.00
A 29	Tapered End Sect with Debris Barrier 12 In. Diam.	EA	2.0	\$650.00	\$1,300.00			2.00	\$1,300.00			2.00	\$1,300.00			2.00	\$1,300.00
A 30	Corrugated Polyethylene Storm Sewer Pipe, 10 In. Diam.	LF	950.0	\$46.00	\$43,700.00			909.00	\$41,814.00			909.00	\$41,814.00			909.00	\$41,814.00
A 31	Corrugated Polyethylene Storm Sewer Pipe, 12 In. Diam.	LF	2,735.0	\$48.00	\$131,280.00			2,703.00	\$129,744.00			2,703.00	\$129,744.00			2,703.00	\$129,744.00
A 32	Corrugated Polyethylene Storm Sewer Pipe, 18 In. Diam.	LF	400.0	\$55.00	\$22,000.00			454.00	\$24,970.00			454.00	\$24,970.00			454.00	\$24,970.00
A 33	Testing Storm Sewer Pipe	LF	4,020.0	\$2.00	\$8,040.00			3,862.00	\$7,724.00			3,862.00	\$7,724.00			3,862.00	\$7,724.00
A 34	Manhole 48 In. Diam. Type 1	EA	14.0	\$2,500.00	\$35,000.00			14.00	\$35,000.00			14.00	\$35,000.00			14.00	\$35,000.00
A 35	Manhole 60 In. Diam. Flow Control	EA	2.0	\$5,200.00	\$10,400.00			1.00	\$5,200.00			1.00	\$5,200.00			1.00	\$5,200.00
A 36	Manhole 96 In. Diam. Type 3, Stormwater Filtration	EA	2.0	\$39,000.00	\$78,000.00			2.00	\$78,000.00			2.00	\$78,000.00			2.00	\$78,000.00
A 37	Curb Inlet	EA	13.0	\$1,800.00	\$23,400.00			13.00	\$23,400.00			13.00	\$23,400.00			13.00	\$23,400.00
A 38	Double Curb Inlet	EA	16.0	\$3,100.00	\$49,600.00			16.00	\$49,600.00			16.00	\$49,600.00			16.00	\$49,600.00
A 39	Catch Basin Type 1	EA	1.0	\$1,300.00	\$1,300.00			1.00	\$1,300.00			1.00	\$1,300.00			1.00	\$1,300.00
A 40	Adjust Manhole	EA	2.0	\$500.00	\$1,000.00												
A 41	Adjust Catch Basin	EA	2.0	\$400.00	\$800.00												
A 42	Removal and Replacement of Unsuitable Material	CY	310.0	\$85.00	\$26,350.00			12.70	\$825.50			12.70	\$825.50			12.70	\$825.50
A 43	Shoring	LF	4,725.0	\$2.00	\$9,450.00			3,408.00	\$6,816.00			3,408.00	\$6,816.00			3,408.00	\$6,816.00
A 44	Adjust Valve Box	EA	7.0	\$220.00	\$1,540.00												
Erosion Control and Water Pollution Control																	
A 45	ESC Lead	DAY	50.0	\$60.00	\$3,000.00			21.00	\$1,260.00			21.00	\$1,260.00			21.00	\$1,260.00
A 46	Seed Mix B	AC	2.6	\$2,900.00	\$7,540.00												
A 47	Stabilized Construction Entrance	SY	300.0	\$20.00	\$6,000.00			381.50	\$7,630.00			381.50	\$7,630.00			381.50	\$7,630.00
A 48	Street Cleaning	HR	60.0	\$130.00	\$7,800.00			8.00	\$1,040.00			8.00	\$1,040.00			8.00	\$1,040.00
A 49	Silt Fence	LF	6,960.0	\$2.00	\$13,920.00			6,980.00	\$13,960.00			6,980.00	\$13,960.00			6,980.00	\$13,960.00
A 50	High Visibility Fence	LF	2,865.0	\$2.00	\$5,730.00			2,380.00	\$4,760.00			2,380.00	\$4,760.00			2,380.00	\$4,760.00
A 51	Inlet Protection	EA	45.0	\$60.00	\$2,700.00			53.00	\$3,180.00			53.00	\$3,180.00			53.00	\$3,180.00
A 52	Wattle	LF	100.0	\$7.00	\$700.00			25.00	\$175.00			25.00	\$175.00			25.00	\$175.00

CITY OF CAMAS PROJECT NO. S-565 DESCRIPTION: NW 38th Avenue Roadway Improvements, Ph. 2 PAY ESTIMATE #9 Council Meeting Date: March 16, 2015 Work Period Date: February 1, 2015 - February 28, 2015		NUTTER CORPORATION 7211 NE 43rd Avenue, Vancouver, WA 98661 Phone: (360) 573-2000 Original Contract Total: \$4,219,597.22 (Includes Sales Tax Amount: \$6,646.42) ORIGINAL QUANTITIES, ETC.				STP / TIB / REET TRACKING OF FUNDING		WATER / SEWER ACCOUNT TRACKING		Previous Estimate Totals		Current Estimate Totals		Totals to Date	
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	Quantity	Amount	Quantity	Amount	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
	Streambank Stabilization														
A 53	Work Area Isolation	LS	1.0	\$60,000.05	\$60,000.05	0.25	\$15,000.01			0.25	\$15,000.01			0.25	\$15,000.01
A 54	Weir Log	EA	12.0	\$1,400.00	\$16,800.00	13.00	\$18,200.00			13.00	\$18,200.00			13.00	\$18,200.00
A 55	Log with Root Wad	EA	50.0	\$1,200.00	\$60,000.00	50.00	\$60,000.00			50.00	\$60,000.00			50.00	\$60,000.00
A 56	Streambed Gravel	TN	1,660.0	\$43.00	\$71,380.00	1,211.64	\$52,100.52			1,211.64	\$52,100.52			1,211.64	\$52,100.52
A 57	Stream Boulder, 18 In. Diam.	TON	40.0	\$130.00	\$5,200.00	54.04	\$7,025.20			54.04	\$7,025.20			54.04	\$7,025.20
A 58	Stream Boulder, 24 In. Diam.	TON	60.0	\$130.00	\$7,800.00	50.91	\$6,618.30			50.91	\$6,618.30			50.91	\$6,618.30
A 59	Woven Coir Matting	SY	8,820.0	\$3.30	\$29,106.00	7,124.11	\$23,509.56			6,859.11	\$22,635.06	265.00	\$874.50	7,124.11	\$23,509.56
A 60	Non-Woven Coir Matting	SY	8,820.0	\$2.75	\$24,255.00	7,124.11	\$19,591.30			6,859.11	\$18,862.55	265.00	\$728.75	7,124.11	\$19,591.30
A 61	Light Loose Riprap	TON	290.0	\$55.00	\$15,950.00	398.51	\$21,918.05			398.51	\$21,918.05			398.51	\$21,918.05
A 62	Quarry Spalls	TON	33.0	\$40.00	\$1,320.00	231.96	\$9,278.40			199.91	\$7,996.40	32.05	\$1,282.00	231.96	\$9,278.40
	Landscaping														
A 63	Landscaping	LS	1.0	\$147,000.00	\$147,000.00	0.95	\$139,650.00			0.95	\$139,650.00			0.95	\$139,650.00
A 64	Irrigation System, Design/Build	LS	1.0	\$168,000.00	\$168,000.00	0.59	\$99,120.00			0.59	\$99,120.00			0.59	\$99,120.00
	Wetland Mitigation Planting														
A 65	Wetland Mitigation	LS	1.0	\$114,000.00	\$114,000.00	0.95	\$108,300.00			0.85	\$96,900.00	0.10	\$11,400.00	0.95	\$108,300.00
	Traffic														
A 66	Cement Conc. Traffic Curb	LF	2,215.0	\$10.00	\$22,150.00	2,224.00	\$22,240.00			2,224.00	\$22,240.00			2,224.00	\$22,240.00
A 67	Cement Conc. Traffic Curb and Gutter	LS	5,510.0	\$10.00	\$55,100.00	5,521.00	\$55,210.00			5,521.00	\$55,210.00			5,521.00	\$55,210.00
A 68	Cement Concrete Driveway Entrance, Type 1	SY	55.0	\$70.00	\$3,850.00	57.00	\$3,990.00			57.00	\$3,990.00			57.00	\$3,990.00
A 69	Cement Concrete Driveway Entrance, Type 3	SY	300.0	\$60.00	\$18,000.00	338.00	\$20,280.00			338.00	\$20,280.00			338.00	\$20,280.00
A 70	Raised Pavement Marker Type 2	HUND	1.5	\$760.00	\$1,102.00										
A 71	Black Vinyl Coated Chainlink Fence Type 3	LF	94.0	\$29.00	\$2,726.00										
A 72	Cement Conc. Sidewalk	SY	4,120.0	\$38.00	\$156,560.00	3,895.00	\$148,010.00			3,895.0000	\$148,010.00			3,895.00	\$148,010.00
A 73	Cement Conc. Curb Ramp Type 1	EA	8.0	\$1,100.00	\$8,800.00	8.00	\$8,800.00			8.00	\$8,800.00			8.00	\$8,800.00
A 74	Cement Conc. Curb Ramp Type Directional	EA	2.0	\$1,200.00	\$2,400.00	2.00	\$2,400.00			2.00	\$2,400.00			2.00	\$2,400.00
A 75	llumination System	LS	1.0	\$140,000.00	\$140,000.00	1.00	\$140,000.00			0.90	\$126,000.00	0.10	\$14,000.00	1.00	\$140,000.00
A 76	Traffic Signal System Modification - NW 38th Ave/ NW Parker St	LS	1.0	\$44,000.00	\$44,000.00	0.93	\$40,920.00			0.55	\$24,200.00	0.38	\$16,720.00	0.93	\$40,920.00
A 77	Permanent Signing	LS	1.0	\$3,500.00	\$3,500.00	1.00	\$3,500.00			1.00	\$3,500.00			1.00	\$3,500.00
A 78	Paint Line	LF	5,655.0	\$0.25	\$1,413.75										
A 79	Painted Wide Lane Line	LF	5,960.0	\$0.35	\$2,086.00										
A 80	Plastic Traffic Arrow	EA	14.0	\$100.00	\$1,400.00										
A 81	Plastic Crosswalk Line	SF	180.0	\$5.00	\$900.00										
A 82	Plastic Stop Line	LF	46.0	\$5.00	\$230.00										
A 83	Plastic Bicycle Lane Symbol	EA	13.0	\$260.00	\$3,380.00										
	Other Items														
A 84	Joint Utility Trench, Incl. Backfill	LF	3,120.0	\$9.00	\$28,080.00	2,992.50	\$26,932.50			2,992.50	\$26,932.50			2,992.50	\$26,932.50
Subtotal						\$4,113,826.80		\$3,390,318.42		\$3,283,342.17		\$106,976.25		\$3,390,318.42	
	Schedule A Change Orders														
CO 1	Item A - Bid Item A14 to be measured by TN, paid by CY, conversion factor 1.6 TN/CY.														
	Item B - Bid Item A14 original bid quantity adjusted from 14,300 CY to 4,285 CY. Original unit cost to remain at \$18.50/CY for the adjusted quantity.														
	Item C - Common Borrow/Native Material to be used in-place of Bid Item A14. Remaining balance of 10,015 CY to be paid at \$8.50/CY.	CY	10,015.4	\$8.50		10,015.40	\$85,130.90			10,015.40	\$85,130.90			10,015.40	\$85,130.90
Subtotal								\$85,130.90		\$85,130.90				\$85,130.90	
Schedule B - Plant Establishment															
B 1	1-Year Plant Establishment Performance Bond-Landscape Plant	LS	1.00	\$10,000.00	\$10,000.00										
B 2	1-Year Plant Establishment Performance Bond-Wetland Mitigation	LS	1.00	\$10,000.00	\$10,000.00										
						\$20,000.00									

CITY OF CAMAS

PROJECT NO. S-565

DESCRIPTION: NW 38th Avenue

Pay Estimate #9

Council Meeting Date: March 16, 2015

Work Period Date: February 1, 2015 - February 28, 2015

ROADWAY IMPROVEMENTS, PH. 2

ORIGINAL CONTRACT TOTAL: \$4,219,597.22

(Includes Sales Tax Amount: \$6,646.42)

ORIGINAL QUANTITIES, ETC.

NUTTER CORPORATION

7211 NE 43rd Avenue, Vancouver, WA 98661

Phone: (360) 573-2000

STP / TIB / REET

TRACKING OF FUNDING

WATER / SEWER

ACCOUNT TRACKING

Previous Estimate Totals

Current Estimate Totals

Totals to Date

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	Quantity	Amount	Quantity	Amount	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE					
Schedule C - Water / Sewer																				
Water																				
B 1	Ductile Iron Pipe for Water Main, 6" Dia.	LF	68.00	\$53.00	\$3,604.00			39.00	\$2,067.00	39.00	\$2,067.00			39.00	\$2,067.00					
B 2	Ductile Iron Pipe for Water Main, 8" Dia.	LF	40.00	\$59.00	\$2,360.00			80.00	\$4,720.00	80.00	\$4,720.00			80.00	\$4,720.00					
B 3	Ductile Iron Pipe for Water Main, 12" Dia.	LF	330.00	\$62.00	\$20,460.00			148.00	\$9,176.00	148.00	\$9,176.00			148.00	\$9,176.00					
B 4	Blowoff Assembly	EA	5.00	\$1,000.00	\$5,000.00			5.00	\$5,000.00	5.00	\$5,000.00			5.00	\$5,000.00					
B 5	Tapping Sleeve and Valve Assembly, 12 In.x8 In.	EA	1.00	\$3,500.00	\$3,500.00			2.00	\$7,000.00	2.00	\$7,000.00			2.00	\$7,000.00					
B 6	Tapping Sleeve and Valve Assembly, 12 In.x12 In.	EA	4.00	\$5,000.00	\$20,000.00			3.00	\$15,000.00	3.00	\$15,000.00			3.00	\$15,000.00					
B 7	Resetting Existing Hydrant	EA	3.00	\$1,500.00	\$4,500.00			3.00	\$4,500.00	3.00	\$4,500.00			3.00	\$4,500.00					
B 8	Service Connection, 1-In. Dia.	EA	1.00	\$1,100.00	\$1,100.00			1.00	\$1,100.00	1.00	\$1,100.00			1.00	\$1,100.00					
Sanitary Sewer																				
B 9	Class 200 Sewer Pipe, 6 In. Diam.	LF	180.00	\$50.00	\$9,000.00			180.00	\$9,000.00	180.00	\$9,000.00			180.00	\$9,000.00					
B 10	Tapping Sleeve and Assembly, 10 In. x 6 In.	EA	3.00	\$2,900.00	\$8,700.00			3.00	\$8,700.00	3.00	\$8,700.00			3.00	\$8,700.00					
B 11	Sanitary Sewer Service Connection 1 In. Diam.	EA	1.00	\$900.00	\$900.00			1.00	\$900.00	1.00	\$900.00			1.00	\$900.00					
Subtotal					\$79,124.00			\$67,163.00		\$67,163.00				\$67,163.00						
Schedule B Change Orders																				
B 1																				
ORIGINAL CONTRACT TOTAL					\$4,212,950.80	Funding Totals		\$3,390,318.42	Water/Sewer Totals		\$67,163.00	Previous Estimate		\$3,350,505.17	Current Estimate		\$106,976.25	Totals to Date		\$3,457,481.42
CHANGE ORDERS TO DATE					-----	CO'S To Date		\$85,130.90	CO'S To Date		\$85,130.90	CO'S To Date		\$85,130.90	CO'S To Date		\$85,130.90	CO'S To Date		\$85,130.90
SUBTOTAL					\$4,212,950.80	Subtotal		\$3,475,449.32	Subtotal		\$67,163.00	Subtotal		\$3,435,636.07	Subtotal		\$106,976.25	Subtotal		\$3,542,612.32
SALES TAX (8.4%) - SCHEDULE C ONLY					\$6,646.42				Sales Tax (8.4%)		\$5,641.69	Sales Tax (8.4%)		\$5,641.69	Sales Tax (8.4%)		\$5,641.69	Sales Tax (8.4%)		\$5,641.69
TOTAL CONTRACT					\$4,219,597.22	Total =		\$3,475,449.32	Total =		\$72,804.69	Total =		\$3,441,277.76	Total =		\$106,976.25	Total =		\$3,548,254.01

This informations is for internal use/tracking purposes only.

	Current Estimate Totals	Previous Estimate Totals	Totals-to-Date	
Sch. A & B - STP / TIB / REET Account Number: 313-20-595-300-65	\$106,976.25	\$3,368,473.07	\$3,475,449.32	Bid Item A 84 NOT STP or TIB Eligible
Sch. C - Water Account Number: 424-00-594-340-65		\$47,764.29	\$47,764.29	Water NOT TIB Eligible
Sch. C - Sewer Account Number: 424-00-594-350-65		\$20,162.40	\$20,162.40	Sewer NOT TIB Eligible
Sch. C - Fire Suppression Acct. No.: 115-09-522-500-48		\$4,878.00	\$4,878.00	Fire Suppression NOT TIB Eligible
Total This Estimate =	\$106,976.25	\$3,441,277.76	\$3,548,254.01	

Project Engineer

Contractor

Engineering Manager

3/10/15

3-10-15

3-10-15

3 of 3

3/10/2015

CITY OF CAMAS PROJECT NO. S-566 Project Name: NW Friberg St/NE Goodwin Rd Roadway			PAY ESTIMATE: EIGHT PAY PERIOD: 2/1/2015 Through 2/28/2015 ORIGINAL CONTRACT AMOUNT: \$4,102,170.92				McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360-835-8794				
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
A35	Manhole 48" Dia. Type 1	EA	6.00	\$3,000.00	\$18,000.00	6.00	\$18,000.00	0.00	\$0.00	6.00	\$18,000.00
A36	Manhole 48" Dia. Type 3	EA	12.00	\$2,690.00	\$32,280.00	12.00	\$32,280.00	0.00	\$0.00	12.00	\$32,280.00
A37	Manhole 54" Dia. Type 1	EA	2.00	\$4,000.00	\$8,000.00	2.00	\$8,000.00	0.00	\$0.00	2.00	\$8,000.00
A38	Manhole 54" Dia. Type 3	EA	2.00	\$3,700.00	\$7,400.00	2.00	\$7,400.00	0.00	\$0.00	2.00	\$7,400.00
A39	Manhole 54" Dia. Type 1 - Flow Control	EA	1.00	\$6,400.00	\$6,400.00	1.00	\$6,400.00	0.00	\$0.00	1.00	\$6,400.00
A40	Riser, 36" Dia.	EA	7.00	\$6,920.00	\$48,440.00	7.00	\$48,440.00	0.00	\$0.00	7.00	\$48,440.00
A41	Catch Basin, Type 1	EA	2.00	\$1,600.00	\$3,200.00	2.00	\$3,200.00	0.00	\$0.00	2.00	\$3,200.00
A42	Catch Basin, Type 2	EA	14.00	\$1,650.00	\$23,100.00	14.00	\$23,100.00	0.00	\$0.00	14.00	\$23,100.00
A43	Ditch Inlet	EA	1.00	\$1,765.00	\$1,765.00	1.00	\$1,765.00	0.00	\$0.00	1.00	\$1,765.00
A44	Oversized Ditch Inlet	EA	2.00	\$2,150.00	\$4,300.00	2.00	\$4,300.00	0.00	\$0.00	2.00	\$4,300.00
A45	Area Drain, 18 Inch Basin	EA	4.00	\$3,000.00	\$12,000.00	4.00	\$12,000.00	0.00	\$0.00	4.00	\$12,000.00
A46	Area Drain, 24 Inch Basin	EA	7.00	\$3,000.00	\$21,000.00	7.00	\$21,000.00	0.00	\$0.00	7.00	\$21,000.00
A47	Joint Trench	LF	355.00	\$36.00	\$12,780.00	355.00	\$12,780.00	0.00	\$0.00	355.00	\$12,780.00
A48	Shoring, Trench Safety System (\$1.00 min./LF)	LF	7,165.00	\$2.00	\$14,330.00	7,165.00	\$14,330.00	0.00	\$0.00	7165.00	\$14,330.00
A49	Kristar Vault 7'x12' 10 Cartridges	EA	1.00	\$38,000.00	\$38,000.00	1.00	\$38,000.00	0.00	\$0.00	1.00	\$38,000.00
A50	Kristar Vault 9'x16' 23 Cartridges	EA	1.00	\$41,000.00	\$41,000.00	1.00	\$41,000.00	0.00	\$0.00	1.00	\$41,000.00
A51	ESC Lead	DAY	140.00	\$32.00	\$4,480.00	140.00	\$4,480.00	0.00	\$0.00	140.00	\$4,480.00
A52	Seeding, Fertilizing, Mulching	AC	1.00	\$12,000.00	\$12,000.00	0.75	\$9,000.00	1.46	\$17,520.00	2.21	\$26,520.00
A53	High Visibility Fence	LF	1,175.00	\$2.00	\$2,350.00	1,739.00	\$3,478.00	0.00	\$0.00	1739.00	\$3,478.00
A54	Erosion Control	LS	1.00	\$32,250.00	\$32,250.00	1.00	\$32,250.00	0.00	\$0.00	1.00	\$32,250.00
A55	Pipe Outfalls	EA	5.00	\$300.00	\$1,500.00	5.00	\$1,500.00	0.00	\$0.00	5.00	\$1,500.00
A56	Compost Mulch	CY	450.00	\$44.50	\$20,025.00	0.00	\$0.00	450.00	\$20,025.00	450.00	\$20,025.00
A57	Top Soil Type A	CY	1,360.00	\$20.00	\$27,200.00	1,360.00	\$27,200.00	0.00	\$0.00	1360.00	\$27,200.00
A58	Root Barrier	LF	7,640.00	\$9.45	\$72,198.00	7,640.00	\$72,198.00	0.00	\$0.00	7640.00	\$72,198.00
A59	PSIPE - Acer platanoides 'Crimson Sentry', 3" Cal.	EA	27.00	\$360.00	\$9,720.00	22.00	\$7,920.00	5.00	\$1,800.00	27.00	\$9,720.00
A60	PSIPE - Amelanchier laevis 'Autumn Brilliance, 2" Cal.	EA	42.00	\$306.00	\$12,852.00	21.00	\$6,426.00	21.00	\$6,426.00	42.00	\$12,852.00
A61	PSIPE - Carpinus caroliniana, 3" Cal.	EA	59.00	\$360.00	\$21,240.00	59.00	\$21,240.00	0.00	\$0.00	59.00	\$21,240.00
A62	PSIPE - Fraxinus pennsylvanica 'Summit', 3" Cal.	EA	12.00	\$360.00	\$4,320.00	10.00	\$3,600.00	2.00	\$720.00	12.00	\$4,320.00
A63	PSIPE - Prunus serrulata 'Amagawa', 2" Cal.	EA	35.00	\$306.00	\$10,710.00	26.00	\$7,956.00	9.00	\$2,754.00	35.00	\$10,710.00
A64	PSIPE - Tillia cordata, 3" Cal.	EA	70.00	\$360.00	\$25,200.00	70.00	\$25,200.00	0.00	\$0.00	70.00	\$25,200.00
A65	PSIPE - Euonymus alata 'Pipzam', 3 Gal.	EA	17.00	\$28.00	\$476.00	8.00	\$224.00	9.00	\$252.00	17.00	\$476.00
A66	PSIPE - Mahonia aquifolium 'Compacta', 3 Gal.	EA	260.00	\$28.00	\$7,280.00	130.00	\$3,640.00	130.00	\$3,640.00	260.00	\$7,280.00
A67	PSIPE - Rosa Gymnacarpa, 3 Gal.	EA	247.00	\$28.00	\$6,916.00	123.00	\$3,444.00	124.00	\$3,472.00	247.00	\$6,916.00
A68	PSIPE - Symphoricarpos albus, 3 Gal.	EA	254.00	\$28.00	\$7,112.00	127.00	\$3,556.00	127.00	\$3,556.00	254.00	\$7,112.00
A69	PSIPE - Spiraea x bumalda 'Gold Flame', 3 Gal.	EA	229.00	\$28.00	\$6,412.00	115.00	\$3,220.00	114.00	\$3,192.00	229.00	\$6,412.00
A70	PSIPE - Ajuga repans, 4" Pot	EA	4,925.00	\$5.60	\$27,580.00	4,925.00	\$27,580.00	0.00	\$0.00	4925.00	\$27,580.00
A71	PSIPE - Arctostaphylos uvi-ursa, 4" Pot	EA	3,025.00	\$5.60	\$16,940.00	3,025.00	\$16,940.00	0.00	\$0.00	3025.00	\$16,940.00

CITY OF CAMAS PROJECT NO. S-566 Project Name: NW Friberg St/NE Goodwin Rd Roadway			PAY ESTIMATE: EIGHT PAY PERIOD: 2/1/2015 Through 2/28/2015 ORIGINAL CONTRACT AMOUNT: \$4,102,170.92				McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360-835-8794				
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
A72	PSIPE - Berberis thunbergii 'Crimson Pygmy', 1 Gal.	EA	161.00	\$11.00	\$1,771.00	80.00	\$880.00	81.00	\$891.00	161.00	\$1,771.00
A73	PSIPE - Fragaria chiloensis, 4" Pot	EA	267.00	\$5.60	\$1,495.20	135.00	\$756.00	132.00	\$739.20	267.00	\$1,495.20
A74	PSIPE - Juniperous horizontalis 'Waukegan', 1 Gal.	EA	549.00	\$11.00	\$6,039.00	329.00	\$3,619.00	220.00	\$2,420.00	549.00	\$6,039.00
A75	PSIPE - 2nd Year	LS	1.00	\$9,450.00	\$9,450.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A76	Irrigation System	LS	1.00	\$72,285.00	\$72,285.00	0.90	\$65,056.50	0.10	\$7,228.50	1.00	\$72,285.00
A77	Cement Concrete Traffic Curb and Gutter	LF	7,225.00	\$7.50	\$54,187.50	7,225.00	\$54,187.50	0.00	\$0.00	7225.00	\$54,187.50
A78	Cement Concrete Traffic Curb	LF	1,275.00	\$10.00	\$12,750.00	1,275.00	\$12,750.00	0.00	\$0.00	1275.00	\$12,750.00
A79	Cement Concrete Curb, Thickened	LF	35.00	\$42.00	\$1,470.00	35.00	\$1,470.00	0.00	\$0.00	35.00	\$1,470.00
A80	Decommission Existing Well	EA	3.00	\$925.00	\$2,775.00	3.00	\$2,775.00	0.00	\$0.00	3.00	\$2,775.00
A81	Cement Concrete Driveway Entrance	SY	235.00	\$67.00	\$15,745.00	235.00	\$15,745.00	0.00	\$0.00	235.00	\$15,745.00
A82	Chain Link Fence (42" Black Coated Vinyl)	LF	505.00	\$28.00	\$14,140.00	510.00	\$14,280.00	0.00	\$0.00	510.00	\$14,280.00
A83	Cement Concrete Sidewalk	SY	4,175.00	\$33.00	\$137,775.00	4,091.59	\$135,022.47	0.00	\$0.00	4091.59	\$135,022.47
A84	Cement Concrete Curb Ramp, Parallel	EA	5.00	\$1,670.00	\$8,350.00	5.00	\$8,350.00	0.00	\$0.00	5.00	\$8,350.00
A85	Cement Concrete Curb Ramp, Single Direction	EA	2.00	\$1,670.00	\$3,340.00	2.00	\$3,340.00	0.00	\$0.00	2.00	\$3,340.00
A86	Paint Line	LF	8,027.00	\$0.19	\$1,525.13	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A87	Painted Wide Lane Line	LF	10,370.00	\$0.29	\$3,007.30	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A88	Plastic Traffic Arrow	EA	23.00	\$133.00	\$3,059.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A89	Plastic Crosswalk Line	SF	1,460.00	\$5.00	\$7,300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A90	Plastic Stop Line	LF	215.00	\$7.00	\$1,505.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A91	Plastic Bicycle Lane Symbol	EA	13.00	\$306.00	\$3,978.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A92	Raised Pavement Marker Type 2	Hund.	2.00	\$445.00	\$890.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A93	Permanent Signing	LS	1.00	\$27,800.00	\$27,800.00	1.00	\$27,800.00	0.00	\$0.00	1.00	\$27,800.00
A94	Illumination System	LS	1.00	\$95,000.00	\$95,000.00	1.00	\$95,000.00	0.00	\$0.00	1.00	\$95,000.00
A95	Traffic Signal System - Friberg St/Goodwin Rd	LS	1.00	\$196,340.00	\$196,340.00	0.81	\$159,035.40	0.19	\$37,304.60	1.00	\$196,340.00
A96	Traffic Signal System - Friberg St/1st St (Loop Replacement)	LS	1.00	\$2,500.00	\$2,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A97	ITS (Interconnect)	LS	1.00	\$10,565.00	\$10,565.00	0.95	\$10,036.75	0.05	\$528.25	1.00	\$10,565.00
A98	Field Office Building	LS	1.00	\$7,000.00	\$7,000.00	0.90	\$6,300.00	0.10	\$700.00	1.00	\$7,000.00
A99	Project Documentation (\$25,000 Minimum Bid)	LS	1.00	\$25,000.00	\$25,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
SCHEDULE A SUBTOTAL (NON-TAXABLE)					\$3,714,955.13		\$3,650,679.02		\$116,062.55		\$3,766,741.57
Retainage (5%) - N/A Retainage Bond Posted											
SCHEDULE A TOTAL					\$3,714,955.13		\$3,650,679.02		\$116,062.55		\$3,766,741.57

CITY OF CAMAS PROJECT NO. S-566 Project Name: NW Friberg St/NE Goodwin Rd Roadway			PAY ESTIMATE: EIGHT PAY PERIOD: 2/1/2015 Through 2/28/2015 ORIGINAL CONTRACT AMOUNT: \$4,102,170.92				McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360-835-8794				
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
SCHEDULE B: WATER AND SANITARY (TAXABLE ITEMS)											
B1	D.I. Pipe for Watermain Pipe, 8 In. Dia.	LF	235.00	\$79.00	\$18,565.00	235.00	\$18,565.00	0.00	\$0.00	235.00	\$18,565.00
B2	D.I. Pipe for Watermain Pipe, 12 In. Dia.	LF	34.00	\$120.00	\$4,080.00	34.00	\$4,080.00	0.00	\$0.00	34.00	\$4,080.00
B3	Shoring, Trench Safety System (\$1.00 min./LF)	LF	269.00	\$2.00	\$538.00	269.00	\$538.00	0.00	\$0.00	269.00	\$538.00
B4	Adjust Valve Box, Assembly No. 400	EA	9.00	\$30.00	\$270.00	9.00	\$270.00	0.00	\$0.00	9.00	\$270.00
B5	Relocate AARV Assembly, Assembly No. 401	EA	1.00	\$935.00	\$935.00	1.00	\$935.00	0.00	\$0.00	1.00	\$935.00
B6	Relocate Fire Hydrant, Valve and Fittings, Assembly No. 402	EA	2.00	\$770.00	\$1,540.00	2.00	\$1,540.00	0.00	\$0.00	2.00	\$1,540.00
B7	Cut, Connect and Fittings, Assembly No. 403	EA	1.00	\$325.00	\$325.00	1.00	\$325.00	0.00	\$0.00	1.00	\$325.00
B8	Connect, Valve and Fittings, Assembly No. 404	EA	1.00	\$3,555.00	\$3,555.00	1.00	\$3,555.00	0.00	\$0.00	1.00	\$3,555.00
B9	Connect, Valve and Fittings, Assembly No. 405	EA	1.00	\$2,805.00	\$2,805.00	1.00	\$2,805.00	0.00	\$0.00	1.00	\$2,805.00
B10	Connect, Valve and Fittings, Assembly No. 406	EA	3.00	\$3,545.00	\$10,635.00	3.00	\$10,635.00	0.00	\$0.00	3.00	\$10,635.00
B11	Water Service, Assembly No. 407	EA	1.00	\$1,130.00	\$1,130.00	1.00	\$1,130.00	0.00	\$0.00	1.00	\$1,130.00
B12	Adjust AARV Assembly, Assembly No. 408	EA	1.00	\$55.00	\$55.00	1.00	\$55.00	0.00	\$0.00	1.00	\$55.00
B13	Adjust Meter Box, Assembly No. 409	EA	1.00	\$55.00	\$55.00	1.00	\$55.00	0.00	\$0.00	1.00	\$55.00
B14	Adjust Irrigation Valve Box, Assembly No. 410	EA	1.00	\$55.00	\$55.00	1.00	\$55.00	0.00	\$0.00	1.00	\$55.00
B15	Relocate Water Service, Assembly No. 411	EA	1.00	\$645.00	\$645.00	1.00	\$645.00	0.00	\$0.00	1.00	\$645.00
B16	Fire Hydrant Assembly, Assembly No. 412	EA	3.00	\$3,800.00	\$11,400.00	3.00	\$11,400.00	0.00	\$0.00	3.00	\$11,400.00
B17	Relocate Fire Hydrant, Valve and Fittings, Assembly No. 413	EA	1.00	\$5,850.00	\$5,850.00	1.00	\$5,850.00	0.00	\$0.00	1.00	\$5,850.00
B18	Cut, Connect, Pipe and Fittings, Assembly No. 414	EA	1.00	\$3,000.00	\$3,000.00	1.00	\$3,000.00	0.00	\$0.00	1.00	\$3,000.00
B19	Cut, Connect and Fittings, Assembly No. 415	EA	2.00	\$325.00	\$650.00	2.00	\$650.00	0.00	\$0.00	2.00	\$650.00
B20	PVC Pressure Sanitary Sewer Pipe, 8 In. Dia.	LF	2,950.00	\$43.00	\$126,850.00	2,950.00	\$126,850.00	0.00	\$0.00	2950.00	\$126,850.00
B21	PVC Pressure Sanitary Sewer Pipe, 6 In. Dia.	LF	55.00	\$41.00	\$2,255.00	55.00	\$2,255.00	0.00	\$0.00	55.00	\$2,255.00
B22	PVC Pressure Sanitary Sewer Pipe, 4 In. Dia.	LF	1,155.00	\$36.00	\$41,580.00	1,155.00	\$41,580.00	0.00	\$0.00	1155.00	\$41,580.00
B23	Shoring, Trench Safety System (\$1.00 min./LF)	LF	4,160.00	\$1.00	\$4,160.00	4,160.00	\$4,160.00	0.00	\$0.00	4160.00	\$4,160.00
B24	Plug Valve, 10 In.	EA	3.00	\$3,835.00	\$11,505.00	3.00	\$11,505.00	0.00	\$0.00	3.00	\$11,505.00
B25	Plug Valve, 6 In.	EA	2.00	\$3,770.00	\$7,540.00	2.00	\$7,540.00	0.00	\$0.00	2.00	\$7,540.00
B26	Plug Valve, 4 In.	EA	7.00	\$855.00	\$5,985.00	7.00	\$5,985.00	0.00	\$0.00	7.00	\$5,985.00
B27	12 In. Sewer Fittings	EA	1.00	\$500.00	\$500.00	1.00	\$500.00	0.00	\$0.00	1.00	\$500.00
B28	8 In. Sewer Fittings	EA	10.00	\$375.00	\$3,750.00	10.00	\$3,750.00	0.00	\$0.00	10.00	\$3,750.00
B29	6 In. Sewer Fittings	EA	1.00	\$120.00	\$120.00	1.00	\$120.00	0.00	\$0.00	1.00	\$120.00
B30	4 In. Sewer Fittings	EA	10.00	\$140.00	\$1,400.00	10.00	\$1,400.00	0.00	\$0.00	10.00	\$1,400.00
B31	Adjust Sewer Cleanout or Valve Box	EA	3.00	\$55.00	\$165.00	3.00	\$165.00	0.00	\$0.00	3.00	\$165.00
B32	AARV Assembly including Manifold and Soil Filter	EA	2.00	\$2,600.00	\$5,200.00	2.00	\$5,200.00	0.00	\$0.00	2.00	\$5,200.00
B33	Testing Pressure Sewer Pipe	LF	4,160.00	\$1.50	\$6,240.00	5,193.00	\$7,789.50	0.00	\$0.00	5193.00	\$7,789.50
B34	Sewer Cleanout	EA	1.00	\$1,100.00	\$1,100.00	1.00	\$1,100.00	0.00	\$0.00	1.00	\$1,100.00
SCHEDULE B SUBTOTAL					\$284,438.00		\$285,987.50		\$0.00		\$285,987.50
Sales Tax (8.4%):					\$23,892.79		\$24,022.95		\$0.00		\$24,022.95
Retainage (5%) - N/A Retainage Bond Posted											
SCHEDULE B TOTAL					\$308,330.79		\$310,010.45		\$0.00		\$310,010.45

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CITY OF CAMAS PROJECT NO. S-566 Project Name: NW Friberg St/NE Goodwin Rd Roadway			PAY ESTIMATE: EIGHT PAY PERIOD: 2/1/2015 Through 2/28/2015 ORIGINAL CONTRACT AMOUNT: \$4,102,170.92				McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360-835-8794				
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
SCHEDULE C: GRASS VALLEY WETLAND MITIGATION											
C1	Clearing and Grubbing	AC	0.50	\$4,000.00	\$2,000.00	0.50	\$2,000.00	0.00	\$0.00	0.50	\$2,000.00
C2	High Visibility Fence	LF	1,905.00	\$2.00	\$3,810.00	1,905.00	\$3,810.00	0.00	\$0.00	1905.00	\$3,810.00
C3	Seeding, Fertilizing, Mulching	AC	0.50	\$12,000.00	\$6,000.00	0.00	\$0.00	0.50	\$6,000.00	0.50	\$6,000.00
C4	Compost Stock	LF	390.00	\$8.00	\$3,120.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C5	Temporary Haul Road	LS	1.00	\$5,200.00	\$5,200.00	1.00	\$5,200.00	0.00	\$0.00	1.00	\$5,200.00
C6	Invasive Species Removal	LS	1.00	\$5,000.00	\$5,000.00	0.00	\$0.00	1.00	\$5,000.00	1.00	\$5,000.00
C7	PSIPE - Oregon Ash, 2-4'T Bare Root	EA	70.00	\$4.50	\$315.00	70.00	\$315.00	0.00	\$0.00	70.00	\$315.00
C8	PSIPE - Red Alder 2-4'T Bare Root	EA	40.00	\$4.50	\$180.00	40.00	\$180.00	0.00	\$0.00	40.00	\$180.00
C9	PSIPE - Black Cottonwood 2-4'T Bare Root	EA	10.00	\$4.50	\$45.00	10.00	\$45.00	0.00	\$0.00	10.00	\$45.00
C10	PSIPE - Cascara 2-4'T Bare Root	EA	14.00	\$4.50	\$63.00	14.00	\$63.00	0.00	\$0.00	14.00	\$63.00
C11	PSIPE - Western Crab Apple 2-4'T Bare Root	EA	10.00	\$4.50	\$45.00	10.00	\$45.00	0.00	\$0.00	10.00	\$45.00
C12	PSIPE - Nootka Rose 2-4'T Bare Root	EA	150.00	\$4.50	\$675.00	150.00	\$675.00	0.00	\$0.00	150.00	\$675.00
C13	PSIPE - Pacific Ninebark 2-4'T Bare Root	EA	100.00	\$4.50	\$450.00	100.00	\$450.00	0.00	\$0.00	100.00	\$450.00
C14	PSIPE - Black Hathorn 2-4'T Bare Root	EA	144.00	\$4.50	\$648.00	144.00	\$648.00	0.00	\$0.00	144.00	\$648.00
C15	PSIPE - Vine Maple 2-4'T Bare Root	EA	44.00	\$4.50	\$198.00	44.00	\$198.00	0.00	\$0.00	44.00	\$198.00
C16	PSIPE - Red Osier Dogwood, Live Stake	EA	250.00	\$3.50	\$875.00	250.00	\$875.00	0.00	\$0.00	250.00	\$875.00
C17	PSIPE - Sitka Willow, Live Stake	EA	50.00	\$3.50	\$175.00	50.00	\$175.00	0.00	\$0.00	50.00	\$175.00
C18	PSIPE - Red Elderberry, 2-4'T Bare Root	EA	74.00	\$4.50	\$333.00	74.00	\$333.00	0.00	\$0.00	74.00	\$333.00
C19	PSIPE - Black Twinberry, 2-4'T Bare Root	EA	74.00	\$4.50	\$333.00	74.00	\$333.00	0.00	\$0.00	74.00	\$333.00
C20	PSIPE - Scouler Willow, Live Stake	EA	150.00	\$3.50	\$525.00	120.00	\$420.00	30.00	\$105.00	150.00	\$525.00
C21	Wildlife Snag	EA	2.00	\$650.00	\$1,300.00	2.00	\$1,300.00	0.00	\$0.00	2.00	\$1,300.00
C22	Habitat Logs	EA	2.00	\$550.00	\$1,100.00	2.00	\$1,100.00	0.00	\$0.00	2.00	\$1,100.00
C23	Brush Piles	EA	3.00	\$450.00	\$1,350.00	3.00	\$1,350.00	0.00	\$0.00	3.00	\$1,350.00
C24	PSIPE 2nd Year	LS	1.00	\$6,675.00	\$6,675.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C25	Irrigation System	LS	1.00	\$16,680.00	\$16,680.00	0.90	\$15,012.00	0.10	\$1,668.00	1.00	\$16,680.00
C26	Wetland Mitigation Excavation and Haul	CY	1,550.00	\$13.00	\$20,150.00	1,550.00	\$20,150.00	496.00	\$6,448.00	2046.00	\$26,598.00
C27	Wetland Mitigation Topsoil Placement (Topsoil Type B)	CY	410.00	\$4.00	\$1,640.00	410.00	\$1,640.00	0.00	\$0.00	410.00	\$1,640.00
SCHEDULE C TOTAL (NON-TAXABLE)					\$78,885.00		\$56,317.00		\$19,221.00		\$75,538.00
Retainage (5%) - N/A Retainage Bond Posted											
SCHEDULE C TOTAL					\$78,885.00		\$56,317.00		\$19,221.00		\$75,538.00

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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
CHANGE ORDERS - SCHEDULE A: ROAD AND STORM											
2A	Clear Additional Trees from Sta 36+00 to 40+00 Right	LS	1.00	\$42,366.63	\$42,366.63	1.00	\$42,366.63	0.00	\$0.00	1.00	\$42,366.63
2B	Accelerate Contract Schedule due to 9-Day Delay	LS	1.00	\$18,611.55	\$18,611.55	1.00	\$18,611.55	0.00	\$0.00	1.00	\$18,611.55
2C	Stormwater Treatment Vault Upsize	LS	1.00	\$13,073.00	\$13,073.00	1.00	\$13,073.00	0.00	\$0.00	1.00	\$13,073.00
2D	additional Silt Fence	LF	1,500.00	\$2.50	\$3,750.00	1,500.00	\$3,750.00	0.00	\$0.00	1500.00	\$3,750.00
2F	Modify Field Inlet Drain Pipe, Sta. 14+09.07, 19+69.60	LS	1.00	\$2,518.00	\$2,518.00	1.00	\$2,518.00	0.00	\$0.00	1.00	\$2,518.00
2G	Modify Field Inlet Drain Pipe, Sta. 25+53.94, 28+70.96	LS	1.00	\$1,976.00	\$1,976.00	1.00	\$1,976.00	0.00	\$0.00	1.00	\$1,976.00
2H	Cut and Abandon Unmarked 8" Utility Pipe	LS	1.00	\$1,132.10	\$1,132.10	1.00	\$1,132.10	0.00	\$0.00	1.00	\$1,132.10
3A	Install 200 Amp Electrical Service for New Traffic Signal	LS	1.00	\$8,745.00	\$8,745.00	1.00	\$8,745.00	0.00	\$0.00	1.00	\$8,745.00
3B	Over-Exc and Gabion for Treatment Vault	LS	1.00	\$735.23	\$735.23	1.00	\$735.23	0.00	\$0.00	1.00	\$735.23
3C	Reset and Modify Ditch Inlet at STA 44+35.37	LS	1.00	\$1,729.76	\$1,729.76	1.00	\$1,729.76	0.00	\$0.00	1.00	\$1,729.76
3D	Furnish and Install GeoTech Fabric for Separation	SY	15,306.00	\$2.00	\$30,612.00	15,306.00	\$30,612.00	0.00	\$0.00	15306.00	\$30,612.00
3E	Pothole & Relocate Storm Pond Overflow Pipe for Signal Pole @ NW Corner	LS	1.00	\$9,934.94	\$9,934.94	1.00	\$9,934.94	0.00	\$0.00	1.00	\$9,934.94
3F	Storm Clean-Up and Mail Box Repair	LS	1.00	\$894.09	\$894.09	1.00	\$894.09	0.00	\$0.00	1.00	\$894.09
3G	Additional Sawcutting	LF	1,454.00	\$1.00	\$1,454.00	1,454.00	\$1,454.00	0.00	\$0.00	1454.00	\$1,454.00
3H	Remove Ditch Inlet on Goodwin at STA 107+70	LS	1.00	\$970.63	\$970.63	1.00	\$970.63	0.00	\$0.00	1.00	\$970.63
3I	Furnish & Install 2x4 Gabion Rock for Base Stabilization On NE 202nd	TN	34.19	\$40.00	\$1,367.60	34.19	\$1,367.60	0.00	\$0.00	34.19	\$1,367.60
3J	Furnish & Install Add'l Silt Fench	LF	535.00	\$2.50	\$1,337.50	535.00	\$1,337.50	0.00	\$0.00	535.00	\$1,337.50
SCHEDULE A SUBTOTAL (NON-TAXABLE)					\$141,208.03		\$141,208.03		\$0.00		\$141,208.03
Retainage (5%) - N/A Retainage Bond Posted											
SCHEDULE A TOTAL					\$141,208.03		\$141,208.03		\$0.00		\$141,208.03

CITY OF CAMAS PROJECT NO. S-566 Project Name: NW Friberg St/NE Goodwin Rd Roadway			PAY ESTIMATE: EIGHT PAY PERIOD: 2/1/2015 Through 2/28/2015 ORIGINAL CONTRACT AMOUNT: \$4,102,170.92				McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360-835-8794				
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
SCHEDULE A: ROAD AND STORM											
A1	Roadway Surveying	LS	1.00	\$33,350.00	\$33,350.00	1.00	\$33,350.00	0.00	\$0.00	1.00	\$33,350.00
A2	SPCC Plan	LS	1.00	\$300.00	\$300.00	1.00	\$300.00	0.00	\$0.00	1.00	\$300.00
A3	Mobilization	LS	1.00	\$190,000.00	\$190,000.00	1.00	\$190,000.00	0.00	\$0.00	1.00	\$190,000.00
A4	Traffic Control Supervisor	LS	1.00	\$10,500.00	\$10,500.00	1.00	\$10,500.00	0.00	\$0.00	1.00	\$10,500.00
A5	Flaggers and Spotters	HR	1,680.00	\$50.00	\$84,000.00	3,874.00	\$193,700.00	46.00	\$2,300.00	3920.00	\$196,000.00
A6	Other Traffic Control Labor	HR	80.00	\$50.00	\$4,000.00	415.00	\$20,750.00	9.00	\$450.00	424.00	\$21,200.00
A7	Other Temporary Traffic Control	LS	1.00	\$3,500.00	\$3,500.00	1.00	\$3,500.00	0.00	\$0.00	1.00	\$3,500.00
A8	Portable Changeable Message Sign	HR	9,400.00	\$3.00	\$28,200.00	9,120.00	\$27,360.00	48.00	\$144.00	9168.00	\$27,504.00
A9	Construction Sign Class A	SF	110.00	\$20.00	\$2,200.00	186.00	\$3,720.00	0.00	\$0.00	186.00	\$3,720.00
A10	Clearing and Grubbing	AC	7.00	\$7,500.00	\$52,500.00	7.00	\$52,500.00	0.00	\$0.00	7.00	\$52,500.00
A11	Removal of Structures and Obstructions	LS	1.00	\$7,500.00	\$7,500.00	1.00	\$7,500.00	0.00	\$0.00	1.00	\$7,500.00
A12	Sawcutting Asphalt Pavement	LF	4,225.00	\$1.00	\$4,225.00	4,225.00	\$4,225.00	0.00	\$0.00	4225.00	\$4,225.00
A13	Roadway Excavation, Incl. Haul	CY	8,600.00	\$14.35	\$123,410.00	9,500.00	\$136,325.00	0.00	\$0.00	9500.00	\$136,325.00
A14	Gravel Borrow, Incl. Haul	CY	2,550.00	\$22.32	\$56,916.00	2,920.00	\$65,174.40	0.00	\$0.00	2920.00	\$65,174.40
A15	Embankment Compaction	CY	7,150.00	\$6.50	\$46,475.00	9,000.00	\$58,500.00	0.00	\$0.00	9000.00	\$58,500.00
A16	Unsuitable Foundation Excavation, Incl. Haul	CY	100.00	\$20.00	\$2,000.00	1,850.00	\$37,000.00	0.00	\$0.00	1850.00	\$37,000.00
A17	Structure Excavation Class A, Incl. Haul	CY	75.00	\$27.00	\$2,025.00	75.00	\$2,025.00	0.00	\$0.00	75.00	\$2,025.00
A18	Gravel Backfill for Wall	CY	90.00	\$50.00	\$4,500.00	90.00	\$4,500.00	0.00	\$0.00	90.00	\$4,500.00
A19	Crushed Surfacing Base Course, 1 1/4" (-) C.S.B.C.	CY	6,065.00	\$36.00	\$218,340.00	8,476.00	\$305,136.00	0.00	\$0.00	8476.00	\$305,136.00
A20	Planing Bituminous Pavement	SY	3,460.00	\$3.00	\$10,380.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A21	HMA Cl. 1/2" PG 64-22	TN	5,500.00	\$70.00	\$385,000.00	2,923.90	\$204,673.00	0.00	\$0.00	2923.90	\$204,673.00
A22	HMA for Approach, Cl. 1/2" PG 64-22	TN	80.00	\$200.00	\$16,000.00	93.27	\$18,654.00	0.00	\$0.00	93.27	\$18,654.00
A23	Structural Earth Wall	SF	1,450.00	\$20.00	\$29,000.00	1,450.00	\$29,000.00	0.00	\$0.00	1450.00	\$29,000.00
A24	Testing Storm Sewer Pipe	LF	7,165.00	\$2.00	\$14,330.00	7,165.00	\$14,330.00	0.00	\$0.00	7165.00	\$14,330.00
A25	Corrugated Polyethylene Storm Sewer Pipe, 6" Dia.	LF	40.00	\$85.00	\$3,400.00	40.00	\$3,400.00	0.00	\$0.00	40.00	\$3,400.00
A26	Corrugated Polyethylene Storm Sewer Pipe, 10" Dia.	LF	228.00	\$58.00	\$13,224.00	228.00	\$13,224.00	0.00	\$0.00	228.00	\$13,224.00
A27	Corrugated Polyethylene Storm Sewer Pipe, 12" Dia.	LF	1,693.00	\$50.00	\$84,650.00	1,693.00	\$84,650.00	0.00	\$0.00	1693.00	\$84,650.00
A28	Corrugated Polyethylene Storm Sewer Pipe, 15" Dia.	LF	991.00	\$42.00	\$41,622.00	991.00	\$41,622.00	0.00	\$0.00	991.00	\$41,622.00
A29	Corrugated Polyethylene Storm Sewer Pipe, 18" Dia.	LF	784.00	\$65.00	\$50,960.00	784.00	\$50,960.00	0.00	\$0.00	784.00	\$50,960.00
A30	Corrugated Polyethylene Storm Sewer Pipe, 21" Dia.	LF	191.00	\$70.00	\$13,370.00	191.00	\$13,370.00	0.00	\$0.00	191.00	\$13,370.00
A31	Corrugated Polyethylene Storm Sewer Pipe, 24" Dia.	LF	641.00	\$80.00	\$51,280.00	641.00	\$51,280.00	0.00	\$0.00	641.00	\$51,280.00
A32	Corrugated Polyethylene Storm Sewer Pipe, 60" Dia., Detention System	LF	2,400.00	\$310.00	\$744,000.00	2,400.00	\$744,000.00	0.00	\$0.00	2400.00	\$744,000.00
A33	Polyvinyl Chloride (PVC) C-905 Storm Sewer Pipe, 20" Dia.	LF	345.00	\$80.00	\$27,600.00	345.00	\$27,600.00	0.00	\$0.00	345.00	\$27,600.00
A34	Polyvinyl Chloride (PVC) C-905 Storm Sewer Pipe, 24" Dia.	LF	80.00	\$105.00	\$8,400.00	80.00	\$8,400.00	0.00	\$0.00	80.00	\$8,400.00

CITY OF CAMAS PROJECT NO. S-566 Project Name: NW Friberg St/NE Goodwin Rd Roadway			PAY ESTIMATE: EIGHT PAY PERIOD: 2/1/2015 Through 2/28/2015 ORIGINAL CONTRACT AMOUNT: \$4,102,170.92				McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360-835-8794				
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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
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CHANGE ORDERS - SCHEDULE B: WATER AND SANITARY (TAXABLE ITEMS)

2E	Over-Excavation for Mis-Marked Waterline at 202nd	LS	1.00	\$1,272.28	\$1,272.28	1.00	\$1,272.28	0.00	\$0.00	1.00	\$1,272.28
2I	Remove Concrete Thrust Block @ 12" San FM Stub	LS	1.00	\$2,086.29	\$2,086.29	1.00	\$2,086.29	0.00	\$0.00	1.00	\$2,086.29
3K	Install Bends for Hydrant at STA 34+97	LS	1.00	\$2,066.19	\$2,066.19	1.00	\$2,066.19	0.00	\$0.00	1.00	\$2,066.19
3L	Install Riser for Hydrant at STA 41+06.8	LS	1.00	\$1,357.34	\$1,357.34	1.00	\$1,357.34	0.00	\$0.00	1.00	\$1,357.34

SCHEDULE B SUBTOTAL					\$6,782.10		\$6,782.10		\$0.00		\$6,782.10
Sales Tax (8.4%):					\$569.70		\$569.70		\$0.00		\$569.70
Retainage (5%) - N/A Retainage Bond Posted											
SCHEDULE B TOTAL					\$7,351.80		\$7,351.80		\$0.00		\$7,351.80

CHANGE ORDERS - SCHEDULE C: GRASS VALLEY WETLAND MITIGATION

3M	Furnish & Install Irrigation Point-of-Connection Pipe and Ftgs	LS	1.00	\$7,240.89	\$7,240.89	1.00	\$7,240.89	0.00	\$0.00	1.00	\$7,240.89
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SCHEDULE C SUBTOTAL (NON-TAXABLE)					\$0.00		\$0.00		\$0.00		\$0.00
Retainage (5%) - N/A Retainage Bond Posted											
SCHEDULE C TOTAL					\$0.00		\$0.00		\$0.00		\$0.00

	CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
SCHEDULE A, B & C ORIGINAL CONTRACT TOTAL	\$4,078,278.13	\$3,992,983.52	\$135,283.55	\$4,128,267.07
SCHEDULE A, B & C CHANGE ORDERS TO DATE	\$147,990.13	\$147,990.13	\$0.00	\$147,990.13
SCHEDULE A, B, C, & CHANGE ORDERS SUBTOTAL	\$4,226,268.26	\$4,140,973.65	\$135,283.55	\$4,276,257.20
SALES TAX (8.4%)	\$24,462.49	\$24,592.65	\$0.00	\$24,592.65
TOTAL CONTRACT	\$4,250,730.75	\$4,165,566.30	\$135,283.55	\$4,300,849.85
Retainage (5%) - N/A Retainage Bond Posted				
TOTAL		\$4,165,566.30	\$135,283.55	\$4,300,849.85

Account Distribution	Schedule Subtotals	Change Orders	Applicable Taxes	TOTAL
SCHED. A - ROAD & STORM ACCT. NUMBER: 314-00-595-300-65 THIS PAY EST:	\$116,062.55	\$0.00	N/A	\$116,062.55
SCHED. C - ROAD & STORM ACCT. NUMBER: 314-00-595-300-65 THIS PAY EST:	\$19,221.00	\$0.00	N/A	\$19,221.00
SCHED. B - WATER ACCT. NUMBER: 424-00-594-340-65 THIS PAY EST:	\$0.00	\$0.00	\$0.00	\$0.00
SCHED. B - SEWER ACCT. NUMBER: 424-00-594-350-65 THIS PAY EST:	\$0.00	\$0.00	\$0.00	\$0.00
SCHED. B - FIRE SUPPRESSION ACCT. NO.: 424-00-594-340-65 THIS PAY EST:	\$0.00	\$0.00	\$0.00	\$0.00
SCHEDULE B SUBTOTAL:	\$0.00	\$0.00	\$0.00	\$0.00
ALL SCHEDULES:	\$135,283.55	\$0.00	\$0.00	\$135,283.55

Project Engineer
3-10-15
Date

Contractor
Mi. Logan
3/10/15
Date

Project Manager
James Hedges
3/10/2015
Date

CITY OF CAMAS – CLARK COUNTY
SOLID WASTE
INTERLOCAL AGREEMENT

THIS SOLID WASTE INTERLOCAL AGREEMENT ("Interlocal Agreement") is entered under the authority of the Interlocal Cooperation Act, chapter 39.34 RCW between the City of Camas ("City") and Clark County ("County").

WHEREAS, the City and County previously entered into a Solid Waste Interlocal Agreement on May 9, 2006 and have enjoyed a lengthy, productive, and effective working relationship in coordinating a wide range of solid waste disposal and collection issues; and

WHEREAS, the City and County have distinct responsibilities and authorities for oversight and operation of programs affecting the collection and disposal of solid waste and recyclables; and

WHEREAS, the City and the County recognize that our citizens and businesses, public policy-makers and local government staff benefit from cooperative, coordinated and shared approaches to managing the regional solid waste system; and

WHEREAS, the Clark County Comprehensive Solid Waste Management Plan (the "Comprehensive Solid Waste Management Plan") designates Clark County to be responsible for the designation of sites and a method for the disposal of solid waste generated within the County, and this infrastructure provides the basis for the Regional Solid Waste System; and

WHEREAS, the County has contracted with a Contractor for solid waste handling services, including development of local facilities for the receipt, recycling, and processing for out-of-county disposal of solid waste generated within the cities, towns, and unincorporated areas of the County; and

WHEREAS, in order to successfully develop, finance and manage the Regional Solid Waste System, it is desirable that all waste generated in the County, including waste generated in incorporated cities and towns within the County, be disposed of through the Regional Solid Waste System and that the City authorizes the County to designate a disposal site(s) and transfer sites for the disposal of solid waste generated within the corporate limits of the City; and

WHEREAS, the City and County desire to continue a more regionalized and standardized solid waste management system; NOW, THEREFORE,

CLARK COUNTY AND THE CITY OF CAMAS UNDERSTAND AND AGREE AS FOLLOWS:

1. Definitions. For purposes of this Interlocal Agreement, the following definitions shall apply.
 - 1.1 "City" means the City of Camas.
 - 1.2 "Comprehensive Solid Waste Management Plan" means the Clark County Comprehensive Solid Waste Management Plan adopted and amended by the County pursuant to Chapter 70.95 RCW.
 - 1.3 "Contract" means the Transfer, Transportation and Out of County Disposal Contract by and between Columbia Resource Company and Clark County and any amendments, modifications or supplements thereto.
 - 1.4 "Contractor" means Columbia Resource Company, LLC, a wholly owned subsidiary of Waste Connections of Washington.
 - 1.5 "County" means Clark County, Washington.
 - 1.6 "Designated Disposal Sites" means Finley Buttes Landfill located near Boardman, Oregon.
 - 1.7 "Hazardous Waste" means any waste, material or substance that is not excluded from regulation as "hazardous waste" or "dangerous waste" by application of hazardous waste or dangerous waste regulations adopted by the United States Environmental Protection Agency, the Washington State Department of Ecology or the Oregon State Department of Environmental Quality and that now or hereafter:
 - a) is required to be dealt with as hazardous waste under regulations promulgated by the United States Environmental Protection Agency at 40 CFR part 261;
 - b) contains a radioactive material the storage or disposal of which is regulated by state or federal law or regulation; or
 - c) is designated a "dangerous waste" or "extremely hazardous" waste by regulations adopted pursuant to Chapter 70.105 RCW or Oregon law.

Certain waste that is not as of the effective date of this Interlocal Agreement within one of the subsections (a) through (c) above, may after that date come within the scope of one or more of those subsections as determined by a governmental entity with jurisdiction; certain other waste that is within one of those subsections may cease to be recognized as a Hazardous Waste as defined herein. Accordingly, as waste, material or substance shall be deemed Hazardous Waste only so long as and to the extent that it is included in at least one of subsections (a) through (c) above.

- 1.8 "Solid Waste" means:
 - a) Solid waste as defined by RCW 70.95.030 with the exception of Hazardous Waste.
 - b) Solid waste, including recyclable material collected within the City by the City, a City contractor, or a private hauler under the authority of a "G" certificate granted by the Washington State Utilities and Transportation Commission under the provisions of Chapter 81.77 RCW; and
 - c) Solid waste which is the residual waste remaining from commercial recyclables collected within the City; and

- d) Residential recyclable material collected by the City or pursuant to a contract with the City or with the Washington State Utilities and Transportation Commission under RCW 81.77.150.
 - 1.9 "Special Waste" means Solid Wastes that require special handling and are collected, processed, recycled and/or disposed of separately from other Solid Wastes as defined in the Comprehensive Solid Waste Management Plan or upon written mutual agreement of the City and County. Special Waste may or may not be required to be disposed of through the Regional Solid Waste System as determined by the City and County.
 - 1.10 "Regional Solid Waste System" means all facilities for solid waste handling provided by the County, either directly or by contract with a Vendor, and all administrative activities related thereto. The term "Regional Solid Waste System" includes all sites designated by the County for the receipt or disposal of solid waste as well as the supporting practices and programs being operated within the region for waste collection, waste diversion and program promotion and administration.
 - 1.11 "Transfer Stations" means West Van Materials Recovery Center located on 6601 NW Old Lower River Road, Central Transfer & Recycling Center located at 11034 NE 117th Avenue, Washougal Transfer Station located at 4020 South Grant Street.
- 2. Responsibility for Solid Waste Disposal. For the term of this agreement, the County shall be responsible for the contracted disposal of Solid Waste generated within unincorporated areas of the County and within the City to the extent provided in the Comprehensive Solid Waste Management Plan, this agreement, and as appropriate under local, state and Federal laws.
 - 3. Term of Agreement. The initial term of this agreement shall commence on its execution by both City and County and shall expire on December 31, 2021 ("Initial Term"). The term of this agreement shall be automatically extended annually beyond 2021 unless terminated as described in Section 13.
 - 4. Comprehensive Plan. For the duration of this Interlocal Agreement, the City shall participate in the planning process of the Comprehensive Solid Waste Management Plan prepared and periodically reviewed and revised by the County pursuant to Chapter 70.95 RCW. For the duration of this Interlocal Agreement, the City authorizes the County to include in the Comprehensive Solid Waste Management Plan provisions for the management of Solid Waste generated in the City. The City, its staff and policy- makers shall be partners and participants with the County and the Solid Waste Advisory Commission (SWAC) in the regularly scheduled plan review, update and implementation and will be afforded opportunity to adopt plan modifications.
 - 5. Waste Reduction and Recycling. The City and the County agree to cooperate to achieve the priorities for waste reduction and waste recycling set forth in the Comprehensive Solid Waste Management Plan. The City shall establish and maintain recycling and waste reduction programs in compliance with all applicable federal, state and local laws.

6. Regional Solid Waste System Steering Committee. The City and the County, along with other Cities who choose to participate, agree to form a Regional Solid Waste System Steering Committee (the "RSWSSC") comprised of the Public Works Directors or their designees. The role of the RSWSSC is to provide direction to the County concerning the development of the Regional Solid Waste System, and its infrastructure, and the implementation of the recommended priorities and programs set forth in the Comprehensive Solid Waste Management Plan. The RSWSSC shall provide recommendations to the County on matters such as: contracts; budgets; public education, outreach and marketing; resource sharing; system analysis and improvements.

The RSWSSC will develop bylaws to describe how the group conducts its business in fulfilling this charge. The RSWSSC will meet regularly to review the priorities for waste reduction and waste recycling set forth in the Comprehensive Solid Waste Management Plan, to assure that these priorities are incorporated in the budget proposals and work programs of member organizations, to assess the results of programs and projects and to assure that future infrastructure needs are addressed through operational practices and procedures. The RSWSSC will maintain regular communication with the Clark County Solid Waste Advisory Commission and elected officials.

7. City Designation of Regional Solid Waste System for Solid Waste Transfer and Disposal. The City authorizes the County to issue and manage the contract(s) for long- term processing, transfer, transport and disposal of wastes collected within the City, however, the City retains the right to designate those sites for the transfer and disposal of such solid waste so that a single landfill is designated to handle solid waste collected under the City's collection contracts or by a private hauler under the authority of a "G" certificate granted by the Washington State Utilities and Transportation Commission under the provisions of Chapter 81.77 RCW. The transfer site or sites so designated shall be the Transfer Stations closest to the City. The County shall direct all such Solid Waste delivered to these Transfer Stations, which is not recycled, to the Designated Disposal Sites. Special Waste generated within the City may be exempted from the aforementioned requirements upon written notice from the City's Public Works Director to the County. The City will make all reasonable efforts through contracts and ordinances to deliver solid waste generated in the City to the Transfer Stations. The designation of the Regional Solid Waste System in this section shall not reduce or otherwise affect the City's control over Solid Waste collection as permitted by applicable state law.
8. Tipping Fees. Rates at the County Designated Disposal Site or designated Transfer Stations shall be set through the Contract. Increases in the tipping fees shall reflect the County Contractor's reasonable actual increased costs due to changes in the Consumer Price Index, change in law, increases in certain taxes, uncontrollable circumstances, or certain other reasons, all in accordance with the Contract with the County. The County agrees that the tipping fees shall be reviewed periodically and may be adjusted in accordance with the Contract. If the City believes that the tipping fees or a component thereof are unreasonable or inappropriate, the City may obtain additional justification for the increase from the County and review the issue with the Clark County Board of Commissioners. The City shall be given notice of all proposed rate increases or decreases

and shall have the right to comment and meet with the County regarding the proposed rate changes.

9. Enforcement. For the duration of this Interlocal Agreement, the City shall maintain in effect and reasonably enforce an ordinance(s) related to the collection of municipal solid waste and recyclable materials (and any future amendments to the code). Upon the request of the County, the City also shall consider revocation or termination of licenses, franchises, or contracts previously granted by the City to persons who are violating or in the future shall violate ordinances relating to the disposal of Solid Waste. It is specially noted that the City's existing Solid Waste collection contracts or franchise granted by the Washington State Utilities and Transportation Commission under RCW 81.77 will not be affected by this agreement.
10. Contracts with Vendors; No City Obligation.
 - 10.1 The County may at its discretion enter into a contract or contracts with a vendor to provide Solid Waste handling services. The City acknowledges that in entering into such an agreement with the vendor, the County may rely on the City's designation of the County as the entity with responsibility for preparing and revising the Comprehensive Solid Waste Management Plan and for designating Solid Waste disposal and transfer sites under the terms of the Comprehensive Solid Waste Management Plan and this Interlocal Agreement.
 - 10.2 No contract between the County and a vendor shall purport to create any general obligation or special fund or utility obligation of the City.
11. Indemnification.
 - 11.1 Except as provided below, the County shall indemnify and hold harmless, and shall have the right and duty to defend the City, through the County's attorneys, against any and all claims arising out of the County's operations of the transfer and disposal system, and the right to settle those claims, recognizing that all costs incurred by the County thereby are transfer and disposal system costs which must be satisfied from disposal rates. In providing a defense for the City, the County shall exercise good faith in that defense or settlement so as to protect the City's interests. For purposes of this paragraph, "claims arising out of the County's operations" shall include claims arising out of the ownership, control or maintenance of the transfer and disposal system, but shall not include the claims arising out of the City's collection of Solid Waste, the operation of motor vehicles in connection with the transfer and disposal system, the disposal or attempted disposal of Hazardous Waste, or other activities under the control of the City.
 - 11.2 In the event that the County acts to defend the City against a claim, the City shall cooperate with the County.
 - 11.3 For purposes of this section; reference to the City and to the County shall be deemed to include the officers and employees of any party, acting within the scope of their authority.

12. Amendment or Supplementation. This Interlocal Agreement may be amended or supplemented upon the agreement of the County and the City. Any amendment or supplement shall be in writing, signed by the authorized officers of the County and the City.

13. Termination.

13.1 Through 2021 and throughout the term of any subsequent contract extension, this Interlocal Agreement may be terminated upon the mutual agreement of the County and the City.

13.2 After the Initial Term, either party may give written notification of intended termination. Such notice shall be no less than twenty-four months before such intended termination, and contain evidence of the party's preparation of a comprehensive solid waste management plan that does not provide for the other party. And, termination shall not be effective until such a solid waste management plan has been approved and adopted pursuant to law.

13.3 Any controversy or claim arising out of or relating to the termination of this Interlocal Agreement shall be first addressed through mediation and, if still unresolved, then through binding arbitration prior to the commencement of any legal proceedings. The parties shall equally share the cost of a mutually acceptable mediator or arbitrator, as the case may be.

14. Miscellaneous.

14.1 No waiver by any party of any term or condition of this Interlocal Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or of a different provision of this Interlocal Agreement.

14.2 This Interlocal Agreement is not entered into with the intent that it shall benefit any other entity or person, and no other such person or entity shall be entitled to be treated as a third party beneficiary of this Interlocal Agreement.

14.3 This Interlocal Agreement supersedes that Agreement dated May 9, 2006.

ADOPTED this ____ day of _____. 2015

Attest:

Board of County Councilors
Clark County, Washington

Clerk to the Board

By _____
David Madore, Chair

Approved at to Form Only
Anthony F. Golik
Prosecuting Attorney

By _____

Attest:

City of Camas
Clark County, Washington

City Clerk

By _____
Scott Higgins, Mayor

Approved at to Form Only
City Attorney

By _____

WS-748
2015 STEP/STEF Tank Pumping
Appendix A - Contract Extension Pricing

PROJECT NO. WS-748		2015 Rates adjusted using the				2014 Awarded Rates			
DESCRIPTION: 2015 STEP/STEF Tank Pumping		the July 2014 Portland CPI of +2.6%				AAA Septic Service			
		P.O. Box 1668				P.O. Box 1668			
		Brush Prairie, WA 98606				Brush Prairie, WA 98606			
		(360) 687-8960				(360) 687-8960			
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL
BASE BID									
1	Residential STEP & STEF Tank Pumping	EA	725	\$ 119.93	\$ 86,949.25	EA	504	\$ 116.89	\$ 58,912.56
2	Emergency Residential STEP & STEF Pumping	EA	10	\$ 119.93	\$ 1,199.30	EA	15	\$ 116.89	\$ 1,753.35
3	After Hours Emergency STEP & STEF Pumping*	EA	5	\$ 239.86	\$ 1,199.30	EA	N/A	\$ 116.89	
4	Commercial STEP & STEF Tank Pumping	1000 GAL	24	\$ 119.93	\$ 2,878.32	1000 GAL	15	\$ 116.89	\$ 1,753.35
		Subtotal				\$ 62,419.26			
		Sales Tax (Items 1-2)				\$5,243.22			
		TOTAL (BASIS OF AWARD)				\$67,662.48			

**MEMORANDUM OF UNDERSTANDING
CLARK COUNTY SHERIFF'S OFFICE - CITY OF CAMAS
REGJIN SUBSCRIPTION SUBSIDY AGREEMENT**

PREAMBLE

The Clark County Sheriff's Office ("CCSO") and the City of Camas ("City") recognize the importance of shared criminal records information to the effective delivery of law enforcement services to our communities.

Both CCSO and the City have executed the Master IGA with the Portland Police Bureau ("PPB") to join the Regional Justice Information Network (RegJIN) of nearly 40 agencies across the greater Portland Metropolitan area to share in the use of a common criminal records system and database.

The purpose of this agreement is to facilitate the City's participation in the Regional Justice Information Network (RegJIN) to maximize law enforcement collaboration and the sharing of criminal records information within greater Clark County. To that end and in consideration for the value such information sharing brings, the CCSO desires to subsidize the City's RegJIN system subscription fees for 2015 and 2016.

Therefore, the aforementioned agencies consent to a RegJIN Subscription Subsidy Agreement to facilitate the participation of the City in the RegJIN system pursuant to the authority granted in RCW Chapter 39.34.

AGREEMENT

A. RESPONSIBILITIES OF THE CITY

1. The City shall execute the RegJIN Participant IGA with the PPB and substantially utilize the RegJIN system for police and records functions on or about April 15, 2015.
2. City's failure to execute the RegJIN Participant IGA with the PPB will void this Memorandum of Understanding.
3. City's failure to comply with the terms and conditions of said IGA and remain an active participant in the RegJIN system for the City's police and records functions for the duration of this Memorandum of Understanding shall cause all amounts paid by the CCSO to the City to become immediately refundable upon request by CCSO.
4. The City shall invoice the CCSO in May 2015 and again in May 2016 for the first and second annual RegJIN subscription fees as specified in the Participant IGA – Exhibit A between the City and the PPB and subsequent update of the Exhibit A for 2016.

B. RESPONSIBILITIES OF THE CCSO

1. The CCSO shall execute the Participant IGA with the PPB and remain in compliance with the terms and conditions of said IGA for the duration of this MOU.
2. The CCSO shall, within 30 days of being invoiced, remit to the City the full amount of the RegJIN subscription fees due to the PPB on July 1, 2015, and July 1, 2016.

C. WHOLE AGREEMENT

This agreement is the complete and exclusive statement between the parties relevant to the purpose described above and supersedes all prior agreements or proposal, oral or written, and all other communications between the parties related to the subject of this agreement. No modification of the Memorandum of Understanding will be binding on either party, except as a written addendum signed by authorized agents of both parties.

D. TERMINATION FOR BREACH

If either party fails to comply with the terms and conditions of the Memorandum of Understanding, the other party, upon 30 days written notice to the breaching party, may terminate this Memorandum of Understanding.

E. APPLICABLE LAW

The laws of the State of Washington shall govern this Memorandum of Understanding,

F. EFFECTIVE DATE AND DURATION

This Memorandum of Understanding shall be effective April 15, 2015, and shall continue in effect through December 31, 2016, at which time it will expire.


G. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

Executed on the fourth day of March, 2015.

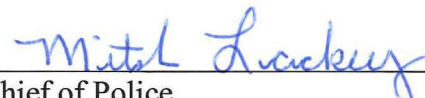
CLARK COUNTY SHERIFF'S OFFICE

CITY OF CAMAS

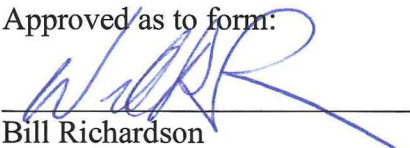


Chuck E. Atkins, Sheriff
Date: 3-4-2015

Mayor or Designee
Date: _____



Chief of Police
Date: 03-10-2015

Approved as to form:


Bill Richardson
Deputy Prosecuting Attorney

Approved as to form:

City Attorney

**RegJIN PARTICIPANT INTERGOVERNMENTAL AGREEMENT
WASHINGTON REGIONAL PARTNER AGENCY – FULL ENTRY**

This Intergovernmental Agreement (“Agreement”) is made effective on 01-01-15 (“Effective Date”) by and between the City of Portland, a municipal corporation of the State of Oregon, and its successors or assigns (hereinafter referred to as “City”) and City of Camas (hereinafter referred to as “RPA”), an agency of the State of Washington, by and through their duly authorized representatives. Authority to enter into the Agreement is pursuant to Oregon Revised Statutes (“ORS”) 190.003 and RCW 39.34.030.

This Agreement may refer to the City and RPA individually as a “Party” or jointly as the “Parties.”

This Agreement shall be perpetual and remain in effect unless otherwise terminated per the terms of this Agreement.

RPA Contact:

Chief Mitch Lackey

Camas Police Department

2100 NE 3rd Avenue

Camas, Washington 98607

TEL: 360-834-4151

E-MAIL: mlackey@ci.camras.us

City of Portland Contact:

Captain John Brooks

Portland Police Bureau

1111 SW 2nd Avenue

Portland, OR 97204

TEL: (503) 823 - 0000

E-MAIL: john.brooks@portlandoregon.gov

RECITALS

WHEREAS, the City has acquired a law enforcement Records Management System (“System”) to maintain a multi-agency, multi-jurisdictional set of law enforcement applications and associated databases; and

WHEREAS, the City and the RPA are both signatories to the Intergovernmental Agreement for the User Board of the Regional Justice Information Network (RegJIN); and

WHEREAS, the RPA is an Entry RPA as defined in the Intergovernmental Agreement for the User Board of the RegJIN and herein; and

WHEREAS, the RPA desires to fully use the System; and

WHEREAS, the City and the RPA desire to enter into this Agreement and being fully advised; and

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. DEFINITIONS:

The following is a definition of terms used herein:

- A. "Access" means the authority granted by the City to the RPA's Authorized Users to review or receive information from the System.
- B. "Agreement" means this Participating Intergovernmental Agreement and all the Terms and Conditions, including all the documents referenced in the Order of Precedence.
- C. "Amendment" means a written document required to be signed by both Parties when in any way altering the Terms and Conditions or provisions of the Agreement.
- D. "Authorized Use" means functions and capabilities that a User is assigned and able to perform based on User ID and Password, as established by a System Administrator.
- E. "Authorized System User" means any User that has passed the authentication process of the System and is thereby authorized to Use the System's functions and components based on the permissions established by that User's credentials (User ID and password, fingerprints, etc.).
- F. "City Confidential Information" means any information, in any form or media, including verbal discussions, whether or not marked or identified by the City, which is reasonably described by one or more of the following categories of information: (1) financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act of 2007; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.501(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) Exempt per ORS 192.501 and/or ORS 192.502 (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to Copyright, HIPAA) and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the City including without limitation, data and information systems, any software code and related materials licensed or provided to the City by third parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the City.
- G. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing Party.
- H. "Cost Allocation Formula" means the Plan, adopted by the City based on recommendations by the User Board that apportions capital, operation, maintenance, repair and equipment

replacement costs and use of grant funding among the Entry RPAs and Inquiry Only RPAs. The Cost Allocation Formula may be amended as provided for in the User Board Master IGA.

- I. "Criminal History Record Information" means information collected by criminal justice agencies and stored or available through the System on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, information, or other formal criminal charges and any dispositions arising therefrom, including, but not limited to sentencing, correctional supervision, and release.
- J. "Criminal Justice Information" means information collected by criminal justice agencies that is needed for their legally authorized and required functions. This includes Criminal History Record Information and investigative and intelligence information. It does not include agency personnel or administrative records used for agency operations or management.
- K. "Days" shall mean calendar days, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later, unless otherwise specified by the Agreement.
- L. Defects means one of the five types of Defects listed below and as outlined in Exhibit E, ReJIN Support Model, Figure 1:
 - 1) "Material Defect" means an Error that impairs the Products as described in Critical Defect and for which no fix is available or forthcoming.
 - 2) "Critical Defect" means an Error as defined in the System maintenance and support agreement between the City and the System Contractor and at least 25% of the User base of the Production System are impacted in the same manner as defined in the System maintenance and support agreement for a Critical Defect.
 - 3) "High Defect" means an Error as defined in the System maintenance and support agreement between the City and the System Contractor and at least 25% of the active User base of the Production System and/or Hot Standby System environment are impacted in the same manner as defined in the System maintenance and support agreement for a High Defect.
 - 4) "Medium Defect" means an Error as defined in the System maintenance and support agreement between the City and the System Contractor.
 - 5) "Low Defect" means a Defect as defined in the System maintenance and support agreement between the City and the System Contractor. "Dissemination (Disseminate)" means the transmission of information, whether in writing, or electronically, to anyone outside the RPA that maintains the information, except reports to an authorized repository.
- M. "Documentation" means User manuals, and other written and electronic materials in any form that describe the features or functions of the System, including but not limited to published specifications, technical manuals, training manuals, and operating instructions.
- N. "Entry RPA" means a law enforcement agency that has signed the User Board IGA and this Participant IGA with the City. Entry RPA, the City and their Authorized Users enter data into the System.

- O. "Equipment" means any hardware, machinery, device, tool, computer, computer components, computer system or other high-technology equipment, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the proper execution, installation and acceptable completion of the System.
- P. "Error" means any Defect, problem, condition, bug, or other partial or complete inability of the System to operate in accordance with the applicable Specifications and Documentation.
- Q. "Interface" means a point of interaction between System components or the device or code which enables such interaction; applicable to both Equipment and Software.
- R. "Inquiry Only RPA" means a law enforcement agency that has signed a Participant IGA with the City, providing Access to view System data but does not input any agency data into the System.
- S. "Intelligence and Investigative Information" means information compiled in an effort to anticipate, prevent, or monitor possible criminal activity, or compiled in a course of investigation of known or suspected crimes.
- T. "Material Breach" means any breach of this Contract that (a) causes or may cause substantial harm to the non-breaching party; or (b) substantially deprives the non-breaching party of the benefit it reasonably expected under this Contract.
- U. "Mobile Data Computer (MDC)" means commercial grade mobile computers operating in a law enforcement vehicle or otherwise not connected via a local or wide area network that are capable of Accessing System servers via a network connection that is compliant with the Federal Bureau of Investigation's Criminal Justice Information System (CJIS) security policies.
- V. "Operation and Maintenance Cost" shall mean the budgeted amount required for the operation, maintenance, and support of the System which may include, but not be limited to, the direct cost for: license fees, vendor support costs, software and hardware upgrade and/or replacement costs, administrative support of the User Board, maintenance, personnel, direct costs, facilities use and rental costs, and training for the upcoming year.
- W. "Personal Computer (PC)" means commercial grade desk top computers that are capable of accessing System servers via a CJIS compliant connection.
- X. "Person" means an individual of any age, concerning whom Criminal History Record Information is contained in, or accessible through the System.
- Y. "RPA Asset" shall mean hardware, software, equipment, real property and fixtures, owned or leased by the RPA.
- Z. "Specifications" shall mean the specifications contained in the contract between the City and the Contractor for the System governing its implementation and use by the City, Entry RPA, and Inquiry Only RPA.
- AA. "System" is the law enforcement records management system acquired and implemented by the City of Portland for use by the Portland Police Bureau and the RPA.

- BB. "System Administrator" shall mean a specially trained Authorized User that is authorized to perform System administrative functions.
- CC. "System Manager" is the individual with designated named backups appointed by the City of Portland to manage and operate the System on a daily basis.
- DD. "Use" means the City authorized Access given to RPA to assign Users, permission levels, enter data, and receive information from the System.
- EE. "User" shall mean any person employed by or working on behalf of the City or an RPA, the City's and RPA's Bureaus and Divisions, Officers, Directors, and any person or entity authorized by the City and/or RPA to provide it with Services requiring use of the System, and to use the City's or an RPA's resources in whole or in part, in the course of assisting the City or an RPA.
- FF. "User Board" shall mean the advisory body for the System that operates under the Master Intergovernmental Agreement for the User Board of the Regional Justice Information System Network (RegJIN).
- GG. "User Fees" are fees set by the City for RPA Access and use of the System and as agreed to between the City and a RPA in a Participating IGA. User Fees shall be updated annually based on the Cost Allocation Formula and do not require an Amendment.
- HH. "Withdrawal Plan" is a plan outlined in the User Board Master IGA, providing the manner of complete withdrawal of the RPA from this Agreement or for the RPA to change to an Inquiry Only RPA.

2. ORDER OF PRECEDENCE:

In the event there is a conflict between the terms and conditions of one portion of this Agreement with another portion of this Agreement, the conflict will be resolved by designating which portion of the Agreement documents takes precedence over the other for purposes of interpretation, except where a clear statement of precedence other than that set forth in this section is included in the document. In this Agreement the order of precedence shall be:

Exhibit A – User Fees (Fiscal Year 2014-2015)

Exhibit B – Use Policy for LInX Northwest

Exhibit C – System Procedures and Use Policy*

Exhibit D – Equipment and Security Requirements*

Exhibit E – Exhibit E, RegJIN Support Model*

*Exhibits C, D, and E are available on the System's website at:

<http://www.portlandonline.com/regjinrc/index.cfm?&c=51409>. Exhibits C, D, and E will be revised as necessary to conform to updated requirements and procedures.

3. STATEMENT OF PURPOSE:

The purpose of this Agreement is to define the terms and conditions under which the System will be Accessed and Used by the RPA.

4. SYSTEM ACCESS:

The City will contract with the System Contractor and will own all licenses to Access the System. The City will provide the RPA's Users Access to the System.

5. CITY PROVIDED SERVICES:

- A. Enable Access via Equipment, including PCs, MDC, and other hand held devices for Authorized Use of the System by RPA Users.
- B. Provide procedures, instructions and other documents to the RPA regarding the methods available and minimum requirements for RPAs' PCs and MDCs to gain Access to the System.
- C. Provide instructions, documents, and arrange for the necessary training to certify one or more RPA System Administrators to perform limited administrative functions such as adding and removing Users from the System, establishing User IDs and passwords, setting up each User's Authorized Uses, and resetting passwords. RPA System Administrators will be trained as required, but not more than five (5) RPA employees will be trained at any one time.
- D. Support the RPA's System Administrators in the performance of their System related administrative functions.
- E. Provide training materials, training mentors and access to the System's training environment to enable RPA trainers to provide System training and instruction to RPA Users.
- F. Maintain and administer the System according to City of Portland Information Technology policies and procedures including backup and restore, operating system patches, and System version upgrades as required and certified by the System Contractor.
- G. Monitor, audit, and trouble-shoot the upload of appropriate information from the System to the Oregon Law Enforcement Data System (LEDS), NCIC, and other interfaced crime and public safety databases and systems including but not limited to LInX Northwest.
- H. Ensure that audit logs are maintained in the System in accordance with CJIS requirements.
- I. The City will provide a 24-hour, 365 days per year phone line for RPAs to report System problems, Errors or Defects. Protocol for addressing System problems, Errors or Defects is established in Exhibit E, RegJIN Support Model.

6. RPA RESPONSIBILITY:

- A. Compliance with Applicable Law. RPA warrants it has complied and shall comply with all applicable law, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs in connection with the execution, delivery, and performance of this Agreement.

- B. The RPA acknowledges and agrees that RPA employees will only use the System for Authorized Uses. Permission to use the information available in or through the System other than for Authorized Use shall be obtained in writing from the City prior to any such use.
- C. The RPA acknowledges and agrees that RPA employees and subcontractors will only Access the System and information available in or through the System as authorized in this Agreement. Permission to Access the System or information available in or through the System other than as authorized in this Agreement shall be obtained in writing from the City prior to any such Access.
- D. The RPA acknowledges and agrees that the RPA, RPA employees, and RPA subcontractors will not modify through computer programming or other techniques the functions, capabilities, and operations of the System unless written authorization is provided by the System Manager prior to performing such modifications.
- E. The RPA acknowledges and agrees that; pursuant to the directions of the Oregon State Police and Part IV of the National Crime Information Center (NCIC) Computerized Criminal History, Program Concepts and Policy; the City shall establish policy and exercise management control over all operations of the System. The System Procedures and Use Policy is attached as Exhibit C.
- F. RPA Administrators shall be responsible for creating User IDs, passwords, and establishing the Authorized Uses of the System for RPA Users within the constraints of the policies and procedures established by the City for such Users.
- G. RPA is responsible for providing its own Equipment, including PCs, MDCs, printers, and other RPA located devices required by RPA Users of the System.
- H. The RPA acknowledges and agrees that all RPA Equipment such as PCs and MDCs with Access to the System will be configured to meet the System's minimum requirements to gain Access as specified in Exhibit D: Equipment and Security Requirements.
- I. The RPA acknowledges and agrees that all RPA Users shall meet the Personnel Security requirements specified in Exhibit D: Equipment and Security Requirements.
- J. RPA is responsible for maintaining RPA PCs and MDCs according to City established requirements as specified in Exhibit D: Equipment and Security Requirements for the System.
- K. RPA is responsible for installing, configuring and providing network access to devices located in RPA facilities and vehicles including, but not limited to, printers, scanners, and image capture devices.
- L. RPA is responsible for providing secure network Access that 1) meets CJIS security requirements and 2) enables RPA PCs to reach the System's network demarcation points.
- M. RPA is responsible for providing network connectivity that meets CJIS security policies and for providing all network communication devices and Equipment between RPA MDCs and the System.
- N. RPA is responsible for ensuring that all RPA network infrastructure and workstations with

Access to the System comply with the most current CJIS security policy including, but not limited to, the physical security of workstations and MDCs that are able to Access the System, access control, identification and authentication, information flow enforcement, and system and information integrity. RPA may contact the City to determine how to obtain the most current version of the CJIS security policy document. The RPA is responsible for curing any problems uncovered as a result of an FBI audit. The City reserves the right to request and receive within a reasonable period, verification of RPA's compliance with CJIS policies.

- O. RPA is responsible for providing the City with the most current contact information for the RPA's security personnel and any changes thereof within seven (7) days of the change.
- P. RPA is responsible for ensuring that all RPA Users that are granted Authorized Use of the System comply with the appropriate CJIS security requirements.
- Q. RPA acknowledges and agrees that data entered into the System by RPA Users shall conform to the standards and procedures established for the System as described in Exhibit C, System Procedures and Use Policy. The City shall notify the RPA in writing if data entered by RPA Users is found to be nonconforming to the established standards and procedures. The RPA shall, at its option, 1) Correct such data using RPA resources as soon as practicable, but not to exceed thirty (30) days, or 2) request assistance by the City and reimburse the City for any costs associated with the City's removing or performing remedial actions on RPA data required to bring the data into conformance with established standards and procedures.

7. LInX NORTHWEST:

- A. The RPA acknowledges and agrees to abide by all use policies set forth for participation in the NCIS Law Enforcement Information Exchange (LInX Northwest) system as stipulated in Exhibit B: Use Policy for LInX Northwest.
- B. The RPA authorizes the City to provide the RPA's public records category data that is contained in the RegJIN RMS to LInX Northwest for Access and authorized Use by LInX Northwest users.

8. CONFIDENTIALITY:

- A. Maintenance of Confidentiality. The City and RPA shall treat as confidential any Confidential information that has been made known or available to them or that an Entry RPA has received, learned, heard or observed; or to which an RPA has had access. The City and RPA shall use Confidential information exclusively for the City or RPA's benefit and in furtherance of this Agreement. Except as may be expressly authorized in writing by the City or RPA, in no event shall the City or RPA publish, use, discuss or cause or permit to be disclosed to any other person such Confidential information. The City and RPA shall (1) limit disclosure of the Confidential information to those directors, officers, employees and agents of the City or RPA who need to know the Confidential information, (2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as the City or RPA employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City or RPA who provided the information, upon its request, all materials containing Confidential Information in whatever form, that are in the City or RPA's possession or custody or under its control. The City and RPA are expressly restricted from and shall not use Confidential intellectual property of the City or

providing RPA without the City or that RPA's prior written consent.

- B. The RPA acknowledge that each RPA is subject to the Oregon or Washington Public Records Acts, as applicable, and Federal law. Third persons may claim that the Confidential Information may be, by virtue of its possession by the City or a RPA, a public record and subject to disclosure. RPA receiving a public records request agrees, consistent with its state public records law, not to disclose any information that includes a written request for confidentiality and as described above and specifically identifies the information to be treated as Confidential. Specifically, Washington RPA shall abide by RCW 42.56 for cases involving public records contained in the City of Portland owned RegJIN system. A RPA's commitments to maintain information confidential under this Agreement are all subject to the constraints of Oregon or Washington Statutes and Federal laws. Within the limits and discretion allowed by those laws, the City and RPA will maintain the confidentiality of information.
- C. The RPA acknowledge and agree that the City and each RPA owns its own data in the System. RMS data can only be disclosed by the agency that entered it. In the event of a public record request for System data which belongs to the City or another RPA, the City or receiving RPA shall inform both the requestor and the appropriate RPA within two business days that it is not the custodian of record for the requested data and identify the RPA that may be able to comply with the public record request. Notwithstanding the above Washington RPA shall abide by Washington law including without limitation, RCW 42.56.
- D. The RPA acknowledge that unauthorized disclosure of Confidential Information will result in irreparable harm to the City or providing RPA. In the event of a breach or threatened breach of this Agreement, the City or affected RPA may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

9. LIMITS ON DISSEMINATION:

The RPA's Dissemination of Criminal Justice Information available in or through the RegJIN RMS shall follow current Criminal Justice Information policies and procedures and/or other applicable State and/or Federal Laws.

10. INFORMATION CONTROL AND RESPONSIBILITY:

Additions, modifications, and deletions of information stored in the RegJIN RMS shall be restricted to specifically authorized RPA Users and devices. The City will provide the RPA with a list of RPA sworn personnel, Users and devices that are permitted Access to the System on an annual basis. The RPA shall verify the list and report any discrepancies within 60 days. The responsible Party shall update the list of authorized Users and devices in a timely manner.

11. EQUITABLE REMEDIES:

The RPA acknowledges that unauthorized disclosure of City Confidential Information or misuse of a City computer system or network will result in irreparable harm to the City. In the event of a breach or threatened breach of this Contract, the City may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

12. SECURITY:

- A. Physical Security – the RPA shall be responsible for maintaining the physical security of all devices that are authorized to Access the System, as well as any printed output or System Documentation which might permit unauthorized Access to, or Use of the System from within the RPA.
- B. On-Line Security – The System contains procedures and tools to ensure that only authorized RPA Users and RPA devices can Access the information available in or through the System. RPA Users will be required to enter System User IDs and passwords before gaining Access to the System. System functions and System data. The RPA is responsible for issuing individual System User IDs and passwords to RPA Users. The RPA acknowledges and agrees that RPA employees will not share System User IDs and passwords.
- C. Personnel Security – Any individuals that are provided Access to the System by the RPA through the issuing of System IDs and passwords shall undergo the following security checks:
 - 1) A personal background investigation equivalent to a background investigation that would enable them to Access the RPA's own confidential information.
 - 2) Be fingerprinted and their identification and personal history verified through a check of the System's master name index, Oregon LEDS, the National Crime Information Center, and the FBI's Criminal Identification files.
 - 3) Obtain appropriate certifications from the Oregon State Police for any LEDS and NCIC transactions for which the User is authorized to perform within the System.
- D. The RPA acknowledges and agrees to comply with applicable CJIS Security Policy, including, but not limited to, verifying identification, performing a state of residency and national fingerprint-based record check within 30 days of assignment for all personnel who have direct access to Criminal Justice Information through RegJIN and for those RPA employees or contractors who have direct responsibility to configure and maintain computer systems and networks with direct access to Criminal Justice Information through RegJIN. If applicable, RPA shall deny or terminate Access and deny issuing or revoke a System User ID and password if, upon investigation, any RPA employee requesting or currently Using a System User ID and password is found to be in violation of current CJIS policy.
- E. The RPA acknowledges and agrees to immediately deactivate the System USER ID and password of any employee or contractor who is no longer an RPA employee, an RPA contractor, or who no longer requires Access to the System.
- F. RPA shall provide immediate notification to the System Manager of any security breach that affects the System or any other City systems. RPA shall provide notification to the System Manager of any incident relating to System integrity such as a computer virus.
- G. Failure to comply with the Security and Access specifications contained in the Agreement and Exhibit D: Equipment and Security Requirements may, at the sole discretion of the City, result in the suspension of the RPA and the RPA Users' Access to the System until such failures are corrected to the City's satisfaction.

13. PROPRIETARY RIGHTS:

All trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights in or related to each Party are and will remain the exclusive property of that Party.

14. PAYMENT:

- A. RPA acknowledges and agrees to pay the City the amount set out in Exhibit A: User Fees, which shall conform to the Entry RPA cost allocations contained in the Cost Allocation Formula in the User Board Master IGA in effect at the time of billing.
- B. Additional RegJIN services and/or System functions that are not routinely provided to other Entry RPAs under this Agreement shall be added via Amendment and billed as a separate line item identified in Exhibit A.
- C. Exhibit A, User Fees, shall be adjusted to conform to changes in the Cost Allocation Formula or in the services and/or System functions provided by the City to the RPA.
- D. The City will invoice the RPA annually in conformance with Exhibit A: User Fees.
- E. The RPA shall submit payment within thirty (30) days of receipt of the invoice from the City.
- F. Failure to pay the City as due will suspend the RPA's Access to the System until fully paid up.
- G. In order to conform to the Cost Allocation Formula in the User Board Master IGA and to enable the invoice preparation per Exhibit A, RPA shall provide the City with the RPA's number of authorized sworn personnel plus any correctional deputies that will Access the System by April 1 of the calendar year before the next fiscal year during which the invoices apply.

15. CITY AUDITS:

The City, either directly or through a designated representative, may conduct financial and performance audits directly related to this Agreement. City audits shall be conducted in accordance with generally accepted auditing standards. RPA shall provide the City's internal auditor or external auditor, and their designees with a copy of all reports, including any management letters issued as a result of the specified audits.

Access to Records – The City internal auditor or City external auditor, and their designees, shall be given the right, and the necessary access, to review the work papers of RPA audits if the City deems it necessary. Copies of applicable records shall be made available upon request at no cost to the City.

16. DURATION, WITHDRAWAL AND TERMINATION:

- A. This Agreement is perpetual and shall continue from year to year unless otherwise terminated.
- B. This Agreement may be terminated by either Party by the provision of a 90-Day written notice of termination to the other Party. Termination notices must be provided in writing and sent by either certified US mail, return receipt requested, or by personal delivery.

- C. The effective date of termination shall be on January 1 of the year following the year during which the 90-day written notice expired.
- D. Upon the effective date of termination, the RPA may remove its RPA assets from the System including any System data belonging to the RPA. All costs associated with the reasonable removal of the RPA's assets including System data owned by the RPA will be the responsibility of the RPA, unless termination notice is provided by the City in which case the City will either keep the data or the RPA will be responsible for all costs associated with the reasonable removal of the RPA's assets including System data owned by the RPA.
- E. A minimum of 180 days shall be allocated for the System Manager to withdraw an RPA's assets including System data owned by the RPA from the System after the date upon which the termination becomes effective. The RPA may, at its option, continue to Access the System during this period.
- F. In the event of termination, RPA shall pay the City for work performed in accordance with the Agreement prior to the effective date of termination.

17. FORCE MAJEURE:

- A. In the event that either Party is unable to perform any of its obligations under this Agreement (or in the event of loss of Use) due to natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance.
- B. If the period of nonperformance exceeds fifteen (15) Calendar Days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

18. VIOLATIONS OF THE AGREEMENT:

In the event of violation of the provisions of this Agreement, or violation of the security policy by the RPA, RPA employees, and/or RPA contractors, the City shall have the authority to immediately restrict or prohibit Access to the System by RPA Users, RPA PCs, RPA MDCs, and other RPA devices until resolution of the problem to the satisfaction of the City. The RPA shall be notified in writing of such action, given 30 days in which to cure the violation before Access is restricted or prohibited, and there shall be no charge for Access during any time that Access is prohibited.

19: ROLLING ESTOPPEL:

Unless otherwise notified by the RPA, it shall be understood that the City shall have met all its obligations under the Agreement. The City will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from the RPA within ninety (90) Days of the alleged deficiency and the RPA identifies the specific deficiency in the City's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected a specific performance requirement of City.

20. DISPUTE RESOLUTION:

The RPA shall cooperate with the City to assure that all claims and controversies which arise under this Agreement and which might affect the quality of such Services will be resolved as expeditiously as possible in accordance with the following resolution procedure:

- A. Any dispute between the City and RPA under this Agreement shall be resolved, if possible by the System Manager or their designee on behalf of the City and the Chief of Police, or his/her designee on behalf of the RPA.
- B. If the System Manager or the System Manager's designee and RPA are unable to resolve any dispute within three (3) Business Days, or such other time as mutually agreed upon, after notice of such dispute is given by either Party to the other, the matter shall be submitted to Bureau of Technology Services Chief Technology Officer on behalf of the City and Information Services Director or the Chief of Police, or his/her designee on behalf of the RPA for resolution, if possible.
- C. If the City's Chief Technology Officer and RPA's the Chief of Police,, or designee, are unable to resolve any dispute within fourteen (14) Calendar Days, or such other time as mutually agreed upon, the dispute shall be escalated to the Chief of Police/Sheriff.
- D. Should any dispute arise between the Parties concerning this Agreement that is not resolved by mutual agreement above within thirty (30) Calendar Days, or such other time as mutually agreed upon, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party's commencing binding arbitration or litigation. In such an event, the Parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.
- E. Should an equitable solution not result from the foregoing, the City and Contractor shall be free to agree to pursue either binding arbitration, litigation, or other remedies allowed under this Agreement.
- F. In the event the Parties elect to use arbitration to settle the dispute, within thirty (30) Days of a notice by either Party to the other requesting arbitration, the affected RPA shall select an arbitrator from a list of three (3) obtained from Arbitration Services of Portland, Inc. (ASP). For the avoidance of doubt, issues related to technology require an arbitrator with a background in computer systems or technology. The arbitrator shall, for purposes of the arbitration proceedings, apply the rules of mandatory arbitration as adopted by the ASP in effect at the time of the arbitration. Within sixty (60) Days of the appointment of the arbitrator, the Parties shall concurrently submit to the arbitrator (supplying a copy to each other) a written statement of their respective legal and factual positions on the dispute. The arbitrator shall determine, after a hearing on the merits and within forty-five (45) Days after receipt of the statements, the determination of the dispute which determination shall be final and binding. Each Party shall bear equally the expense of the arbitrator and all other expenses of

conducting the arbitration. Each Party shall bear its own expenses for witnesses, depositions, other costs incurred and attorney's fees.

- G. Unless ordered by the City to suspend Access, the RPA shall proceed with Use without any interruption or delay during the pendency of any of the foregoing dispute resolution. During the pendency of any of the foregoing dispute resolution procedures, the RPA shall continue to make all payments that are not in dispute, in accordance with the provisions of the Agreement.

21. NOTICE:

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving Party hereafter shall specify in writing:

If to the Provider:

RegJIN System Manager
Portland Police Bureau
1111 SW Second Avenue, Room 1156
Portland, Oregon 97204-3232

If to the RPA:

Agency Contact Info

Mitch Lackey (name)
Chief of Police (title)
Camas Police Department (office)
2100 NE 3rd Avenue (address)
Camas, Washington 98607 (city, state, zip)

22. AMENDMENTS:

Except as a section or subsection may otherwise specifically provide, limit, or prohibit, the City and RPA may amend this Agreement at any time only by written Amendment executed by the City and the RPA.

Any changes to the provisions of this Agreement shall be in the form of an Amendment. No provision of this Agreement may be amended unless such Amendment is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. If the requirements for Amendment of this Agreement as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

23. INTERPRETATION:

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement and according to Oregon law. This Agreement shall be construed according to the laws of the State of Oregon without reference to its conflict of law provisions. Any litigation between the City and RPA arising under this Agreement shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

24. INDEMNIFICATION:

To the extent permitted by the Constitutions and laws of Oregon and Washington the RPA and the City shall hold each other harmless and indemnify each other for the negligent acts, actions or omissions to act of their respective entity's, commissioners, officers, employees, and agents in the performance of their respective responsibilities and duties under this Agreement. Notwithstanding the foregoing, neither Party shall in any way be liable to hold harmless or indemnify the other Party for any costs or claims arising directly, or indirectly, out of any System related activities in which they are not participating.

25. ASSIGNMENT:

The rights and obligations of each party under this Agreement may not be assigned in whole or in part. Any attempted transfer shall be null and void, of no force or effect. Attempted transfer of this Agreement shall be considered Material Breach of contract.

26. WAIVER:

No waiver or any breach of Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.

27. REMEDIES:

The remedies provided in this Agreement are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

28. SURVIVAL:

All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights as stated in this Agreement shall survive the termination or expiration of this Agreement.

29. NO THIRD PARTY BENEFICIARIES:

The Parties expressly agreed that nothing contained in the Agreement shall create any legal right or inure to the benefit of any third party.

This Agreement is entered into for the benefit of the City and RPA. Except as set forth herein, nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

30. SEVERABILITY:

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

RegJIN PARTICIPANT INTERGOVERNMENTAL AGREEMENT

Signature Page

31. INTEGRATION:

This Agreement and the User Board IGA constitutes the entire Agreement between RPA and the City and supersedes all prior written or oral discussions, proposals, presentations, understandings or agreements between the Parties on this subject.

The Parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein.

The Parties agree that they may execute this Agreement, and any Amendments to this Agreement, by electronic means, including the use of electronic signatures.

The Parties hereby cause this Agreement to be executed.

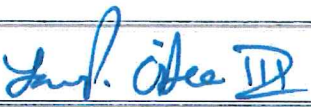
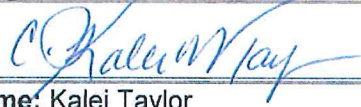
The City: City of Portland	RPA: City of Camas, WA
By: 	By:
Name: Lawrence P. O'Dea III	Name:
Title: Chief of Police	Title:
Date: 3/4/15	Date:
By: 	By:
Name: Kalei Taylor	Name:
Title: Deputy City Attorney for the City of Portland	Title:
Date: 2/26/2015	Date:

Exhibit D: Equipment and Security Requirements:

Fiscal Year – July 1, 2015 to June 30, 2016

Workstation Type	Application	Manufacturer	Specifications
Versadex Desktop	RMS	HP / Dell / IBM or equivalent	<ul style="list-style-type: none">Intel or AMD 2 GHz dual core processor<ul style="list-style-type: none">Memory<ul style="list-style-type: none">2 GB (minimum)4 GB (recommended)20 GB (available) HDDNIC<ul style="list-style-type: none">10 Mbit minimum100 Mbit recommended1024x768+ resolution display monitorMicrosoft Windows XP, Vista or 7
Versadex Mobile	Field Reporting	Panasonic, Motorola or equivalent	<ul style="list-style-type: none">Intel Centrino dual core processor2GB RAMDisplay Resolution<ul style="list-style-type: none">800x600 minimum1024x768 recommended13.3" daylight-readable LCD with (preferable) touchscreen20 GB (available) HDDMicrosoft Windows XP, Vista or 7

1. Access Security - New, desktop and mobile Equipment with access to the PPDS System must adhere to the following requirements:
 - 1.1. Both desktop and mobile Equipment shall employ virus protection software
 - 1.1.1. Use of Anti-Virus and Anti-Spyware software to scan, detect, and eliminate viruses on workstations and laptops
 - 1.1.2. Anti-Virus and Anti-Spyware software must be kept up to date with current virus definitions, run at start-up, and employ resident scanning
 - 1.2. Both desktop and mobile Equipment shall apply current operating system service packs and patches; Auto-update is recommended.
 - 1.3. All desktop and mobile Equipment shall be protected by a current firewall.
 - 1.4. All mobile Equipment shall employ encryption technology for wireless transmissions from origin to termination. Encryption shall comply with Federal Information Processing Standards (FIPS) publications and guidelines for encryption.

- 1.5. All mobile Equipment shall employ virtual private network for those transmissions that traverse between wireless local area network and department trusted network segments and shall have a static private IP address.
 - 1.6. All Users shall employ an auto-lock on their workstation or laptop that meets CJIS requirements. RPA is responsible for ensuring that all RPA workstations and MDCs with Access to the System comply with the most current CJIS security policy.
2. Personnel Security – Prior to gaining Access to the System’s criminal history record information, a person shall:
- 2.1. Be fingerprinted and a background investigation conducted by the User’s RPA.
 - 2.2. That investigation shall include, but not be limited to, verification of information provided by the person and to public record information, including a check of the System’s master name file, Oregon LEDS or Washington ACCESS (depending on the state in which the RPA resides) and the National Crime Information Center files, and FBI Criminal Identification files.

ENERGY SERVICES PROPOSAL

City of Camas Streetlights **Energy Efficiency Upgrades**



Presented by:

Abacus Resource Management Company
12655 SW Center Street, Suite 250
Beaverton, Oregon 97005

Contact: Steve Rubbert
SteveR@AbacusRM.com
503-936-6526



February 19, 2015

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APPENDIX A Financial Tables

APPENDIX B Investment Grade Energy Audit

EXECUTIVE SUMMARY

Abacus Resource Management Company (Abacus) is pleased to present this proposal for the implementation of energy efficiency upgrades of the City of Camas' Streetlights.

This Proposal follows the outline contained in the Conditions of the Master Energy Services Agreement No. 2013-133 A (1). As such, it presents the contractual terms under which Abacus, the City of Camas, and the State of Washington will work together over the term of the project. This agreement describes the services rendered, payment methods, guarantees, and other aspects of the project.

An estimated \$257,300 in Clark Public Utility District incentives are expected for this project. In addition, Abacus has assisted the City of Camas in applying for the Washington State Department of Commerce Energy Efficiency Grant Program for the 2013-2015 biennium. The City of Camas has received a grant amount of \$500,000 for this street lighting upgrade project. In order to receive this grant the City must incur at least this amount of costs no later than June 30, 2015.

Description of the Project

The project scope of work consists of upgrades to approximately 3,000 streetlights throughout the City of Camas. In general, 2,000 fixtures will be replaced with new LED fixtures, and 1,000 fixtures will be retrofitted with new LED light components.

Scope of Services

The scope of services under this Proposal includes the design, construction, and commissioning of the proposed measures and the verification of savings.

Financial Benefits

The project will produce an estimated \$97,638 annually in utility savings as described in the Investment Grade Audit (IGA) dated Sep 18, 2014, and an additional \$8,000 per year in maintenance cost savings per the owner. The estimated project financials shown to the owner during development of this ESP used a more conservative utility savings amount of \$91,548. Final utility cost savings will be dependent on the utility rate structure applied by Clark PUD, which have not been finalized to date.

Guarantees

Abacus is providing three guarantees under this Proposal. First, we are guaranteeing the Maximum Project Cost as defined in paragraph IV will not exceed \$2,268,836. Second, Abacus is guaranteeing that the City of Camas realizes actual energy/utility savings of not less than 1,161,797 kWh (as calculated in the IGA). Third, we are guaranteeing the energy equipment will perform at or above the levels of service defined in Paragraph VI.

In addition to these guarantees, we will provide the City of Camas an "open book" process regarding the actual construction costs. If the actual construction costs are less than we forecast, the City of Camas will realize the financial savings. City representatives will be invited to review

the quotes and/or bids from subcontractors and interview the subcontractors to be used on this project.

Project Summary

Total Estimated Project Cost (including all fees and taxes)	\$2,299,836
Maximum Guaranteed Project Cost (total less DES fees and taxes)	\$2,268,836
Estimated Energy Savings (final utility rates are to be determined)	\$ 97,638
Annual total kWh guaranteed	1,161,797
Estimated Clark PUD incentive	\$ 257,300

I. FACILITY DESCRIPTION

The City of Camas owns and maintains approximately 3,000 streetlights throughout the city limits. All of the streetlights use HPS (high pressure sodium) lamps that range in size from 70 to 400 watts. There are about eighteen different light fixtures in use, but the majority of light fixtures are the cobra head style and the acorn style.

The existing HPS lights produce a very yellow color, and have characteristics of low color rendering index, low Kelvin temperature, and have an average lifespan of about 24,000 hours.

New LED technology is now available that is more efficient at generating light, produces a higher color temperature light, has improved color rendering abilities, and is projected to have an average life of over 100,000 hours.

Abacus was contracted by the City of Camas to provide a project assessment of the energy efficiency opportunities associated with upgrading the street lights to the new LED technology. The utility provider provided ARCNet data that shows the gps locations of each of the street lights that the City owns and maintains. Additional input was taken from the City, who has already overseen the successful installation of some LED retrofit kits on the acorn light fixtures on 4th street in downtown Camas, to complete the analysis.

Abacus has identified an appropriate LED upgrade for each of the (18) different type of streetlights owned and operated by the City. The table on the following page identifies the types and quantities of existing fixtures, and the proposed upgrades which form the basis for this proposal. For more details about the existing and proposed lights see the Detailed Energy Audit presented in Appendix B.

Abacus is also providing unit costing in this proposal for each of the (18) different fixture types, so that if quantities change the unit pricing can be used to accommodate these changes. It is anticipated that the database of 3,000 light fixtures provided by the utility company may have a small percentage of errors associated with them, and these unit prices can be used to adjust the contract as needed. In addition, if the owner decides

ENERGY SERVICES PROPOSAL

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that they desire more light than is required by RP-8 (which is the basis for selecting the upgrades included in this proposal) then the contract can be changed as needed.

Fixture ID	Existing Fixture Type Description	Qty	Proposed Fixture Type Description	Mfr	Warranty (Years)
A	100W HPS Acorn	1,084	25W LED Acorn Retrofit Kit	Xtralight	10
B	70W HPS Cobrahead	36	42W LED Cobrahead	Cree	10
C	100W HPS Cobrahead	849	53W LED Cobrahead	Cree	10
D	150W HPS Cobrahead	295	70W LED Cobrahead	AEL	5
E	200W HPS Cobrahead	331	101W LED Cobrahead	Cree	10
G	100W HPS Dual Head Acorn	24	(2) 25W LED Acorn Retrofit Kit	Xtralight	10
H	200W HPS Dual Head Acorn	1	(2) 25W LED Acorn Retrofit Kit	Xtralight	10
I	150W HPS Dual Head Cobrahead	3	(2) 70W LED Cobrahead	AEL	5
J	200W HPS Dual Head Cobrahead	46	(2) 101W LED Cobrahead	Cree	10
K	70W HPS Floodlight	3	50W LED Flood	GigaTera	5
L	200W HPS Floodlight	1	100W LED Flood	GigaTera	5
M	400W HPS Floodlight	1	100W LED Flood	GigaTera	5
O	100W HPS Highlight	3	53W LED Cobrahead	Cree	10
P	150W HPS Highlight	1	70W LED Cobrahead	AEL	5
Q	100W HPS Post Top	283	30W LED Area Light	Relume	7
R	150W HPS Cobrahead - Lake Rd.	36	70W LED Cobrahead	AEL	5
S	200W HPS Cobrahead - Lake Rd.	81	101W LED Cobrahead	Cree	10
T	100W HPS Shoebox - Camas Meadows Dr.	44	53W LED Cobrahead	Cree	10
TOTAL		3,122			

II. ESCO EQUIPMENT

The overall scope of the work is the following:

EEM 1: Install New High Efficiency LED Streetlights

This measure proposes to upgrade the existing HID streetlights with new high efficiency LED lights. In many cases the light fixtures will be removed and replaced with new fixtures, and in some cases a retrofit kit will be installed inside the existing fixtures to convert them to LED. The new LEDs will save energy and also provide the following benefits:

- Improved color rendering index – the existing high pressure sodium lights have a CRI of around 25 (out of 100) making it hard to distinguish colors underneath them. The new LEDs have CRI over 70, making it much easier to distinguish colors under the LED light.
- Increased color temperature – the existing high pressure sodium lights have a color temperature of around 2,200, causing objects underneath to appear very yellow. The new LEDs have color temperatures over 4,000, causing objects underneath to appear much whiter and/or bluer. In humans, especially as we age, it is easier for our eyes to see in bluer light.

- Reduced maintenance costs – the existing high pressure sodium lights have a lamp life averaging 24,000 hours. The new LEDs have a lamp life averaging 100,000 hours, and come with a warranty ranging from 5 to 10 years. This will drastically reduce the amount of time needed to replace failed lamps.

Specific tasks will include:

1. Provide all required permits and inspections.
2. Perform detailed lighting designs to confirm that the proposed upgrades will satisfy RP-8-00 guidelines.
3. Install sample retrofit kits in the downtown area Acorn fixtures for the owner acceptance. (The owner has already installed one sample kit downtown, and we anticipate installing additional kits for owner approval prior to finalizing the final fixture selection. If the owner wishes to proceed with the sample kits already installed then no new sample kits will be needed.)
4. Install new LED fixtures and retrofit kits throughout the City.
5. Commission system to ensure proper system operation.
6. Provide operator training on all systems.

Costs:

1. All costs are estimated utilizing the quantities and fixture counts as described in the IGA. As exact fixture counts may vary, the actual guaranteed construction costs will change if fixture counts change. Additional fixtures will require additional construction funds, reduced fixture costs will reduce the construction budget.
2. All proposed retrofit or replacement lamp costs have been estimated per the IGA and are in compliance with minimum lighting standards. Deviations from the proposed retrofit wattage and/or type based on owner request may require adjustment of the construction budget.

III. ESCO SERVICES

ESCO will provide the following services:

A. CONSTRUCTION SERVICES

1. Construction: Provide, or cause to be provided, all material, labor, and equipment, including paying for permits, fees, bonds, and insurance, required for the complete and working installation of the ESCO equipment, except as noted. The ESCO intends to solicit construction costs from selected subcontractors and equipment

suppliers who will competitively acquire all material, labor and subcontractors, except the following tasks will be completed by ESCO's own staff:

a) Field Superintendent: onsite supervision of the work.

When ESCO has completed the installation of the Equipment, including start-up and operation verification and training in accordance with the Proposal, ESCO shall provide to Owner a "Notice of Commencement of Energy Savings" and Owner shall have 14 days within which to accept or challenge the Notice.

2. Performance Verification: Complete the M&V protocols outlined in the Energy Audit and work with Clark PUD and the Owner to document the savings upon which the utility incentives will be based.
3. Performance Maintenance: The ESCO will monitor system performance and will review expected performance and actual performance with the Owner on an annual basis during the first year following the commencement of energy savings.
4. Equipment Maintenance: The ESCO will provide no equipment maintenance other than warranty services. Following the completion of the installation and Owner acceptance of the Equipment, Owner shall provide all necessary service, repairs, and adjustments to the Equipment so that the Equipment will perform in the manner and to the extent set forth in the Proposal. ESCO shall have no obligation to service or maintain the Equipment after Completion and Acceptance unless ESCO and Owner have entered into a separate maintenance agreement. ESCO shall coordinate manufacturer's standard warranty on equipment and materials.
5. Hazardous Waste: ESCO intends to notify the Owner of all locations where the work may encounter hazardous materials and request the Owner abate the hazard prior to the work. However, upon the request of Owner, ESCO may, without assuming the ownership thereof and acting in the name and on behalf of the Owner, have the hazardous material or substances removed and disposed of or contained and the cost of such work is not included in the project. Owner agrees and acknowledges that it has not relied on or employed ESCO to analyze or identify the presence of any hazardous substance on the Owner's premises.
6. Operation and Maintenance Measures: None.
7. Warranty: ESCO will respond to and correct all warranty claims initiated by the Owner for a period of one year following the "Notice of Commencement of Energy Savings."

B. PROFESSIONAL SERVICES

1. Project Management: Overall development and management of the project throughout the term of the agreement. Specific tasks include project development, management of Owner/Designer issues, Management of Owner/Constructor issues, and management of warranty issues. ESCO will keep Owner informed on project status via regular emails and project meetings. ESCO will issue formal meeting minutes of all meetings.
2. Energy Audit: Detailed engineering analysis to establish scope and feasibility of conservation measures.
3. Design Services: Provide sketches, material lists, drawings, specifications, and/or other documentation which may be required for Owner's review and to obtain permits and negotiate or receive competitive prices for construction of the ESCO equipment. Design services include all mechanical and electrical design required for the project. Specific tasks will include:
 - a. Collect record drawings and conduct site surveys.
 - b. Meet with Owner to determine design standards.
 - c. Preliminary design submittal and review.
 - d. Final design submittal and review.
 - e. Negotiating & Bidding (including document reproduction and distribution).
 - f. Contractor interviews and selection.
 - g. Submittal/shop drawing review.
 - h. As-built drawing preparation as applicable.
 - i. One year warranty inspections.
4. Construction Management: Provide construction management services to coordinate and supervise the work. Specific tasks will include:
 - a. Execute all subcontracts.
 - b. Secure all required bonds, permits, and insurance coverage.
 - c. Coordinate and control the construction schedule.
 - d. Maintain complete and accurate project accounting records including invoicing.
 - e. Coordinate and control all construction activities.
 - f. Execute project closeout.
 - g. Resolve all warranty claims.

The owner is expected to coordinate day-to-day communications with system operators and any scheduling of affluent relocations in and around the work.

5. Start-Up, Testing and Operation Training: The ESCO will provide:
 - a. Complete start-up, testing, and commissioning of ESCO equipment.
 - b. Training of City staff on the new fixtures and retrofit kits.

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6. Ongoing Services: For a period one year following the "Notice of Commencement of Energy Savings" the ESCO will provide:
 - a. Inspections, reporting, and meetings as needed to address concerns related to actual performance of the ESCO equipment.
 - b. Coordination with subcontractors and suppliers as required to resolve warranty claims made by Owner.

IV. PROJECT COSTS

- A. ESCO guarantees that the Maximum Project Cost for scope items listed in paragraph II will not exceed \$2,268,836 (all costs are **not** including sales tax). In addition to these costs which are included in the agreement, there are costs budgeted outside the agreement for sales tax and DES project management fee (\$31,000 total) bringing the total project budget to \$2,299,836.
- B. Maximum Project Cost includes:
 1. Construction Services \$ 1,706,981
 2. Professional Services (ESCO Fees) \$ 453,815
 3. Other Costs (Contingency)..... \$ 108,040
- C. Construction Services: Will be charged at actual costs not to exceed the guaranteed maximum price of \$1,706,981. These costs are estimated as follows:

A. CONSTRUCTION COSTS		Proposed Cost	
Labor and Material:			
EEM-1a	Upgrade 100w Cobrahead Lights to LED	\$	406,956
EEM-1b	Upgrade 150w Cobrahead Lights to LED	\$	192,593
EEM-1c	Upgrade Other Cobrahead Lights to LED	\$	332,433
EEM-1d	Upgrade Misc Lights to LED	\$	276,040
EEM-1e	Upgrade Acorn Lights to LED	\$	351,021
	Taxes on Material Only	\$	98,220
Subtotal Labor and Materials Cost		\$	1,657,263
	Permits (included above)	\$	-
	Construction Bond	3.0% \$	49,718
TOTAL CONSTRUCTION COST		\$	1,706,981

Invoicing for the construction services will be on a monthly basis based on percentage of work completed. Invoicing backup data will be provided including schedule of values and corresponding subcontractor invoices or other source of costs.

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The ESCO shall provide a Schedule of Values at the end of construction bidding. At a minimum, the schedule shall identify the costs of subcontractors, Abacus direct purchased material, bonds, permits, and direct project expenses.

- D. Professional Services: Will be lump sum fees and will be billed as a percentage of completion. The total fee for all professional services is \$453,815 which breaks down as follows:

B. PROFESSIONAL SERVICES FEES			
Audit Fee (Amount Paid by City)		\$	10,000
Design M,E,C,S	5.0%	\$	85,349
Construction Management	5.0%	\$	85,349
ESCO M and V Cost	1.0%	\$	17,070
Ongoing M&V (Years 2 and 3)			
Overhead and Profit	15.0%	\$	256,047
TOTAL ESCO FEES		\$	453,815

- E. Energy Performance Monitoring and Verification Fee: Is included in Professional Services Fees above and will be billed at the end of the first year of energy savings (one year after commencement of energy savings). Per DES, M&V will not be required for years 2 and 3.
- F. Contingency: Within the Guaranteed Maximum Price, a contingency of \$108,040 is available to the ESCO to cover unanticipated costs associated with the work. These additional costs can be added to the agreement via a Change Order request from ESCO. Any unspent contingency will revert to the Owner at project closeout.
- G. Other Costs: The following costs are not guaranteed by the ESCO and are listed here for budgetary or funding authorization purposes only:

- Estimated DES Project Management Fee: \$31,000 total.
- Sales Tax: sales tax will be charged at the prevailing rate (currently 8.4%) on materials only and has been included in the construction cost due to the special tax treatment of illumination in the public right-of-way. There are no additional taxes estimated.

Sales Tax - Construction Portion	\$0
Sales Tax - Professional Services Portion	\$0
Sales Tax - Contingency Portion	<u>\$0</u>
Total Sales Tax	\$0

V. PROJECT ACCOUNTING

A. Accounting Records

The ESCO shall check all material, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The accounting system shall be satisfactory to the Owner. The Owner shall be afforded access to all the ESCO's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract, and the ESCO shall preserve all such records for a period of three years, or for such longer period as may be required by law, after the final payment.

B. Construction Services

Project accounting records will be used for the sole purpose of documenting actual cost of the Construction Services.

C. Reconciliation of Actual Project Costs

1. The guaranteed maximum project cost is based on an estimate of construction services costs. In recognition that actual costs may vary from the estimate, the following procedures are established to reconcile this difference:
 - a. When actual costs exceed the estimate and contingency, for the scope of work as detailed in the IGA and this proposal, the additional expense will be borne by the ESCO.
 - b. When actual costs are less than the estimate, the remaining funds will be returned to the Owner by executing a deductive change order at project completion.

VI. STANDARDS OF COMFORT SERVICE

- A. Heating: Not Applicable
- B. Cooling: Not Applicable
- C. Ventilation: Not Applicable
- D. Light Levels: IESNA RP-8-00 (2005)

Illuminance Method - Recommended Values					
Roadway & Pedestrian Conflict Area		Pavement Classification (Minimum Maintained Average Values)			Uniformity Ratio E_{avg}/E_{min}
Road	Pedestrian Conflict Area	R1 lux/fc	R2 & R3 lux/fc	R4 lux/fc	
Freeway Class A		6.0 / 0.6	9.0 / 0.9	8.0 / 0.8	3
Freeway Class B		4.0 / 0.4	6.0 / 0.6	5.0 / 0.5	3
Expressway	High	10.0 / 1.0	14.0 / 1.4	13.0 / 1.3	3
	Medium	8.0 / 0.8	12.0 / 1.2	10.0 / 1.0	3
	Low	6.0 / 0.6	9.0 / 0.9	8.0 / 0.8	3
Major	High	12.0 / 1.2	17.0 / 1.7	15.0 / 1.5	3
	Medium	9.0 / 0.9	13.0 / 1.3	11.0 / 1.1	3
	Low	6.0 / 0.6	9.0 / 0.9	8.0 / 0.8	3
Collector	High	8.0 / 0.8	12.0 / 1.2	10.0 / 1.0	4
	Medium	6.0 / 0.6	9.0 / 0.9	8.0 / 0.8	4
	Low	4.0 / 0.4	6.0 / 0.6	5.0 / 0.5	4
Local	High	6.0 / 0.6	9.0 / 0.9	8.0 / 0.8	6
	Medium	5.0 / 0.5	7.0 / 0.7	6.0 / 0.6	6
	Low	3.0 / 0.3	4.0 / 0.4	4.0 / 0.4	6

Source: IES RP-8-00 (reaffirmed 2005)

VII. ESTIMATED ANNUAL SAVINGS AMOUNT

- A. The ESCO estimates that annual utility savings will be 1,161,797 kWh.
- B. The ESCO estimates that annual utility cost savings will be \$97,638.

VIII. METHOD OF CALCULATING ENERGY AND ENERGY COST SAVINGS (M&V PLAN)

We will measure and verify the electric energy savings resulting from this project using the IPMVP (International Performance Measurement and Verification Protocol). The electric energy savings for EEM 1 will be based upon IPMVP Option A approach (Retrofit Isolation).

Annual utility cost (\$) savings will be guaranteed at the utility rates currently in effect at the time of this proposal and as documented in the IGA listed in Appendix B. Final actual utility cost savings will be dependent on the utility rate structure applied by Clark PUD, which have not been finalized to date.

M&V will be provided for each installed EEM. The equipment installed for each EEM will be verified and documented.

For EEM 1, the energy savings are relatively large, but there is no central utility meter. In fact, 85% of the light fixtures are not even metered by the utility company; they are billed based upon the utility companies' calculated energy use and pre-determined monthly costs for energy. The energy attributed by the utility company for these unmetered lights does not accurately reflect the actual energy used (rounding errors). Therefore using actual bills are not an option for measuring the energy savings.

We therefore propose to use the IPMVP Option A (Retrofit Isolation) to measure the savings for this EEM. We will use the local utility's approved average fixture wattage for the high pressure sodium lights, and the manufacturer's average wattage for the new LED lights, and the actual quantity of lights installed to determine the kW savings. This kW savings will be multiplied by the stipulated annual hours of use (4,100 hours per year) to determine the annual energy savings.

To verify EEM performance, the following data will be obtained:

1. The actual quantity of fixtures that are upgraded will be updated throughout construction as discrepancies are noted.
2. The utility approved average fixture wattage will be used for the baseline energy used by the existing light fixtures. The current utility approved average fixture wattage includes ballast losses, and is listed here for reference:

ENERGY SERVICES PROPOSAL

City of Camas

Camas LED Streetlights Energy Efficiency Upgrades

February 19, 2015

Fixture ID	Fixture Type Description	Utility Approved Average Watts / Fixture
A	100W HPS Acorn	115
B	70W HPS Cobrahead	80
C	100W HPS Cobrahead	115
D	150W HPS Cobrahead	172
E	200W HPS Cobrahead	230
F	400W HPS Cobrahead	460
G	100W HPS Dual Head Acorn	230
H	200W HPS Dual Head Acorn	460
I	150W HPS Dual Head Cobrahead	344
J	200W HPS Dual Head Cobrahead	460
K	70W HPS Floodlight	80
L	200W HPS Floodlight	230
M	400W HPS Floodlight	460
N	70W HPS Highlight	80
O	100W HPS Highlight	115
P	150W HPS Highlight	172
Q	100W HPS Post Top	115
R	150W HPS Cobrahead - Lake Rd.	172
S	200W HPS Cobrahead - Lake Rd.	230
T	100W HPS Shoebox - Camas Meadows Dr.	115

3. The total fixture quantity affected by the upgrade will be collected during construction.
4. The manufacturer's provided average wattages will be used for the new LED fixture wattages.
5. The actual fixture quantities installed will be used to calculate the measured energy savings.
6. The lights are assumed to operate 4,100 hours per year. This is the annual usage that the local utility company has used in their approved rate tariff, and is a reasonable assumption for lights that operate dusk to dawn, which all of these lights do.

IX. ENERGY SAVINGS GUARANTY

The ESCO guarantees that the actual energy/utility savings will not be less than 1,161,797 kWh, which at the baseline utility rates (as defined in the Energy Audit), represents an annual cost savings of \$97,638. Final utility cost savings will be dependent on the utility rate structures applied by Clark PUD, which have not been finalized to date.

Energy savings will be determined utilizing the method proposed in Section VIII. Utility reported savings may vary as the utility currently "rounds" kWh to average values and does not apply ballast factors uniformly between existing and proposed conditions.

In the event that actual energy savings, pursuant to Section VIII Method of Calculating Energy and Energy Cost Savings, are less than this guaranteed minimum, the ESCO shall pay the Owner the difference between the actual kWh savings and the guaranteed amount, based on current kWh rates. This savings guarantee will be in effect only for the first year after the commencement of savings unless the Owner executes a separate performance maintenance agreement for additional year(s) of Performance Monitoring and Verification Services.

X. FINANCING

Project financing will be provided by the Owner. The ESCO agrees to waive any finance fees related to the financing of project costs (as described in Section IV) provided the Owner agrees to make monthly progress payments to the ESCO based on the percentage of completion of each task. Progress payments will be less 5% for retention. Retention amounts will be due after project completion per the ESCO Agreement.

XI. INSURANCE AND BONDING

A. The ESCO shall provide a payment and performance bond in the amount of 100% of the Construction Services cost plus applicable sales tax on that cost. The Bond shall be in the form of AIA Document A312. The "Sum Amount of Bond" shall specifically exclude coverage for those portions of the Energy Services Agreement and/or Energy Services Agreement Addendum pertaining to design services, energy cost savings guarantee, maintenance guarantee, utility incentives, efficiency guarantees, and any other clauses which do not relate specifically to construction management and supervision of work for purchasing and installing of ESCO Equipment, or for work to be accomplished by the Owner. The Bond must be with a Surety or Bonding Company that is registered with the State of Washington Insurance Commissioner's Office.

B. For the purposes of this Agreement, the "Sum Amount of Bond" shall be \$1,706,981 (\$1,706,981 construction services plus \$0 sales tax).

- C. Certificates of General Liability insurance will be provided prior to contract signing. The State of Washington shall be named as an additional insured on all insurance certificates.

XII. MODIFICATIONS TO BASELINE BY OWNER

- A. The Owner shall maintain all existing facilities and installed ESCO equipment during the term of this contract at or above current maintenance levels. Owner agrees to maintain the energy efficiency of the systems installed.
- B. The energy savings are based on operating the energy systems in a similar manner that was represented during our analysis period. In the event the Owner elects to operate the energy systems differently, thereby increasing the energy usage of the system or load in the spaces served, the ESCO will prepare a calculation of the additional energy used for such additional usage and be allowed to adjust the baseline use and savings accordingly.

XIII. PROJECT SCHEDULE

ESCO proposes the following schedule for completion of design and construction activities:

City of Camas acceptance of ESP	March 2, 2015
ESCO Notice to Proceed	March 16, 2015
Subcontractor Bids Awarded	May 1, 2015
Submittal approval & order non-Acorn materials	May 29, 2015
Test Kits Installed in Acorn Fixtures	May 15, 2015
Test Kits approved & order Acorn materials	June 15, 2015
Construction Begins	July 1, 2015
Construction Substantially Complete	November 14, 2015
Commencement of Energy Savings	December 1, 2015

These dates are preliminary. A more definitive schedule will be produced upon execution of contract documents and equipment selection for lead time.

APPENDICES

The following documents are attached to this proposal and included as part intended to be a part of the proposal:

The Project Financial Tables are included as Appendix A.

The Investment Grade Energy Audit for the Camas Streetlights is included in this proposal as Appendix B.

APPENDIX A – FINANCIAL TABLES

ENERGY SERVICES PROPOSAL

City of Camas

Camas LED Streetlights Energy Efficiency Upgrades

February 19, 2015

Budget Summary			
Project:	Camas LED street lighting & WWTP energy upgrades Camas, Washington	Measure:	All LED
		Date:	2/19/2015
		Phase:	ESPC Proposal
A. CONSTRUCTION COSTS		Proposed Cost	
	Labor and Material:		
EEM-1a	Upgrade 100w Cobrahead Lights to LED	\$	406,956
EEM-1b	Upgrade 150w Cobrahead Lights to LED	\$	192,593
EEM-1c	Upgrade Other Cobrahead Lights to LED	\$	332,433
EEM-1d	Upgrade Misc Lights to LED	\$	276,040
EEM-1e	Upgrade Acorn Lights to LED	\$	351,021
	Taxes on Material Only	\$	98,220
Subtotal Labor and Materials Cost		\$	1,657,263
	Permits (included above)	\$	-
	Construction Bond	3.0%	\$ 49,718
TOTAL CONSTRUCTION COST		\$	1,706,981
B. PROFESSIONAL SERVICES FEES			
	Audit Fee (Amount Paid by City)	\$	10,000
	Design M,E,C,S	5.0%	\$ 85,349
	Construction Management	5.0%	\$ 85,349
	ESCO M and V Cost	1.0%	\$ 17,070
	Ongoing M&V (Years 2 and 3)		
	Overhead and Profit	15.0%	\$ 256,047
TOTAL ESCO FEES		\$	453,815
C. OTHER COSTS			
	Project Contingency	5.0%	\$ 108,040
TOTAL OTHER COSTS		\$	108,040
D. TOTAL GUARANTEED CONSTRUCTION & ESCO SERVICES		\$	2,268,836
E. NON-GUARANTEED COSTS			
	Sales Tax - Construction Portion	0.0%	\$ -
	Sales Tax - Professional Services Portion	0.0%	\$ -
	Sales Tax - Contingency Portion	0.0%	\$ -
	DES Admin. Fee		\$ 31,000
	DES M and V Fee (Years 2 & 3)		
TOTAL NON GUARANTEED COSTS		\$	31,000
F. TOTAL PROJECT COST		\$	2,299,836

Utility Incentives (Estimate)	\$	257,300
Commerce Grant (Estimate)	\$	500,000
Net Project Cost	\$	1,542,536
Estimated Annual Utility Cost Savings	\$	97,638
Maintenance Savings	\$	8,000
Total Annual Cost Savings	\$	105,638
Simple Payback (years)		14.6

ENERGY SERVICES PROPOSAL

City of Camas

Camas LED Streetlights Energy Efficiency Upgrades

February 19, 2015

Camas Streetlights – EEM Cost Breakdown

The table below illustrates the individual fixture type unit costs that have been used to generate the subcontractor costs for this project. These unit costs will be used to adjust the contract price due to changes in fixture quantities, and these costs may be adjusted if the owner decides that they want more light than is required by RP-8-00 in some areas, or otherwise requests a change to the proposed upgrades for non-energy and non-lighting issues.

Fixture ID	Fixture Type Description	Fixture Type Description	Manufacturer	Model	Qty	Subcontractor Unit Cost per Item (\$)	Total Subcontractor Cost (\$)
A	100W HPS Acorn	25W LED Acorn Retrofit Kit	Xtralight	BRK LED 1 01 025 N 4 X UIN	1,084	\$283.92	\$307,769.28
B	70W HPS Cobrahead	42W LED Cobrahead	Cree	BXSPR A 0 3 F C U S N	36	\$437.25	\$15,741.00
C	100W HPS Cobrahead	53W LED Cobrahead	Cree	BXSP A 0 3 G A U S N	849	\$519.38	\$440,953.62
D	150W HPS Cobrahead	70W LED Cobrahead	AEL	ATB0 30BLEDE70 MVOLT R3	295	\$603.10	\$177,914.50
E	200W HPS Cobrahead	101W LED Cobrahead	Cree	BXSP A 0 3 H A U S N	331	\$664.28	\$219,876.68
G	100W HPS Dual Head Acorn	(2) 25W LED Acorn Retrofit Kit	Xtralight	BRK LED 1 01 025 N 4 X UIN	24	\$507.44	\$12,178.56
H	200W HPS Dual Head Acorn	(2) 25W LED Acorn Retrofit Kit	Xtralight	BRK LED 1 01 025 N 4 X UIN	1	\$507.44	\$507.44
I	150W HPS Dual Head Cobrahead	(2) 70W LED Cobrahead	AEL	ATB0 30BLEDE70 MVOLT R3	3	\$1,206.20	\$3,618.60
J	200W HPS Dual Head Cobrahead	(2) 101W LED Cobrahead	Cree	BXSP A 0 3 H A U S N	46	\$1,268.15	\$58,334.90
K	70W HPS Floodlight	50W LED Flood	GigaTera	WP 050 A 40 PH D G1 S	3	\$475.01	\$1,425.03
L	200W HPS Floodlight	100W LED Flood	GigaTera	WP 100 A 40 PH D G1 S	1	\$606.21	\$606.21
O	100W HPS Highlight	53W LED Cobrahead	Cree	BXSP A 0 3 G A U S N	3	\$438.29	\$1,314.87
P	150W HPS Highlight	70W LED Cobrahead	AEL	ATB0 30BLEDE70 MVOLT R3	1	\$522.00	\$522.00
Q	100W HPS Post Top	30W LED Area Light	Relume	UAG2 H24 D5 35 NW UL X	283	\$805.79	\$228,038.57
R	150W HPS Cobrahead - Lake Rd.	70W LED Cobrahead	AEL	ATB0 30BLEDE70 MVOLT R3	36	\$558.87	\$20,119.32
S	200W HPS Cobrahead - Lake Rd.	101W LED Cobrahead	Cree	BXSP A 0 3 H A U S N	81	\$620.05	\$50,224.05
T	100W HPS Shoebox - Camas Meadows Dr.	53W LED Cobrahead	Cree	BXSP A 0 3 G A U S N	44	\$438.29	\$19,284.76
TOTAL		TOTALS			3,122		\$1,559,035.60

APPENDIX B – INVESTMENT GRADE AUDIT



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

March 2, 2015

TO: Steve Wall, City of Camas
FROM: Andrea Faust, Contracts Specialist, (360) 407-9365
RE: Agreement No. 2013-146 C (3)
LED Street Lighting Upgrades

Abacus Resource Management Company

SUBJECT: Funding Approval

The Department of Enterprise Services, E&AS, requires funding approval for the above referenced contract document(s). The amount required is as follows:

Energy Audit and Energy Services Proposal	\$ 10,000.00
Design and Implementation of Energy Conservation Measures	\$426,745.00
First Year Measurement & Verification	\$ 17,070.00
Total	\$453,815.00

In accordance with the provisions of RCW 43.88, the signature affixed below certifies to the Facilities Division, Engineering & Architectural Services that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project.

By _____
Name / Title Date

Please sign and return this form to E&AS. If you have any questions, please call me.

2013146Cagrfinder



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

*1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476*

March 2, 2015

TO: Steve Wall, City of Camas

FROM: Andrea Faust, Contracts Specialist, (360) 407-9365

RE: Contract No. 2013-146 I (3-1)
LED Street Lighting Upgrades

Abacus Resource Management Company

SUBJECT: Funding Approval

The Department of Enterprise Services, E&AS, requires funding approval for the above referenced contract document. The amount required is as follows:

ESCO Contract Amount	\$ 1,706,981.00
Sales Tax (0%)	\$ 0.00
Contingency Amount (with Tax)	<u>\$ 108,040.00</u>
Total	\$ 1,815,021.00

In accordance with the provisions of RCW 43.88, the signature affixed below certifies to the Facilities Division, Engineering & Architectural Services that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project.

By _____ Date _____
Name / Title

Please sign and return this form to E&AS. If you have any questions, please call me.

INTERAGENCY Amendment

Department of Enterprise Services

Date: March 2, 2015
Agreement No: K1263
Project No.: 2013-146
Amendment No: 4

**Interagency Agreement Between the
State of Washington
Department of Enterprise Services
and the
City of Camas**

The parties to this Agreement, the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as “DES”, and the City of Camas, hereinafter referred to as the “CLIENT AGENCY”, hereby amend the Agreement 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-1” and Attachment “C-1”, 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-1” and Attachment “C-1”.

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

- 1.1 HVAC System & Controls Improvements, Library and Police Station, outlined in the Abacus Resource Management Company Energy Services Proposal dated December 11, 2012.
- 1.2 Wastewater Treatment Plant Energy Upgrades, outlined in the Abacus Resource Management Company Energy Services Proposal dated December 2, 2014.
- 1.3 Review of Measurement and Verification reports years two and three for the Wastewater Treatment Plant Energy Upgrades, outlined in the Abacus Resource Management Company Energy Services Proposal dated December 2, 2014.
- 1.4 **LED Street Lighting Upgrades outlined in the Abacus Resource Management Company Energy Services Proposal dated February 19, 2015.**

Attachment “A” Scope of Work Energy/Utility Conservation Projects Management Services is revised to Attachment “A-1” and Attachment “C” Scope of Work Energy/Utility Conservation Projects Monitoring Services is revised to Attachment “C-1” to update the Statewide Energy Performance Contracting Program Master Energy Services Agreement number from Agreement No. 2011-169 to Agreement No. **2013-133**, attached hereto and incorporated herein by reference.

3. Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on November 16, 2012, and be completed on December 31, 2019, 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-1" of this Agreement, the CLIENT AGENCY 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 AGENCY decides not to proceed with an Energy/Utility Conservation project that meets the CLIENT AGENCY's cost effective criteria, then the CLIENT AGENCY 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 Energy Services Company (ESCO).

If measurement and verification services are requested by the CLIENT AGENCY and provided by DES under Attachment "C-1" of this Agreement, the CLIENT AGENCY 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 AGENCY, after DES has reviewed, approved and sent the invoices to the CLIENT AGENCY for payment.

4.1 Energy Project Management Fee for the work described in Section 1.1 is \$24,800.00.

4.2 Energy Project Management Fee for the work described in Section 1.2 is \$29,000.00. Anticipated billing date for this Amendment is February 1, 2016.

4.3 Measurement and Verification Fee for the work described in Section 1.3 is \$4,000.00. Anticipated billing dates for this Amendment are February 1, 2018, and February 1, 2019.

4.4 **Energy Project Management Fee for the work described in Section 1.4 is \$31,000.00. Anticipated billing date for this Amendment is February 28, 2016**

The new total Agreement value is \$88,800.00.

5. Billing

DES shall submit a single invoice to the CLIENT AGENCY upon substantial completion of each authorized project, unless a project specified 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 clearly indicate that it is for the services rendered in performance under this Agreement and shall reflect this Agreement and Amendment number.

DES shall invoice the CLIENT AGENCY for any remaining services within 60 days of the termination of this Agreement.

All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

City of Camas

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

Title Date

William J. Frare, P.E.
Public Works Administrator
Title Date

K1263amd4cr

Clark Public Utilities Commercial Lighting Incentive Program Participation Agreement

This Agreement is entered into on 1/30/2015 between Clark Public Utilities (the "Utility") and **City of Camas (LED Street Lighting Conversion)** ("Customer"), who is the owner/representative authorized to perform improvements on the building described below.

Customer is a commercial or industrial client of the Utility and maintains or manages facilities located at **616 NE 4th Avenue (project covers various public streets within the Camas city limits)**. Customer wishes to make certain energy efficiency improvements (lighting) to this facility under the Utility's Commercial Lighting Incentive Program (CLIP).

Under CLIP, the Utility provides, at its discretion, financial incentives for lighting equipment installed pursuant to program guidelines.

Customer participation in CLIP and eligibility for rebates hereunder, is subject to the following terms and conditions:

1. Customer will install certain lighting measures, as described in the lighting project submittal form, within the facility at the above-described location.
2. Customer will assume full responsibility for the design and installation of the lighting project and will be solely responsible for the quality, performance and durability of the equipment.
3. Customer will assume full responsibility for compliance with all applicable federal, state and local codes and permitting requirements during the installation of the lighting project, including all environmental regulations pertaining to the removal and disposal of all materials, equipment and applicable lamps and PCB ballast.
4. In order to be considered eligible for incentive payments from the Utility, under CLIP, Customer shall provide the Utility with all documentation pertaining to the Lighting Project.
 - a. Project documentation must show the equipment purchased and/or work performed for each lighting measure(s) and must include the following material/information: (1) itemized sales slips, itemized invoices; (2) size, type, make, and model/part number of equipment purchased, date of the equipment purchase, and final amounts paid to the installer; (3) a detailed description of the installation and/or other labor charges (including in-house labor) for the measures (showing the date the work was performed, hours worked and labor rate). If in-house labor is used, the total labor costs cannot exceed the cost of materials (i.e. lamps, ballasts, CFL's, etc).
 - b. Customer shall retain and make available to the Utility all project documentation for no less than 12 months from the date of receipt of any incentive payments.
5. Customer will not be eligible for any financial incentive payments for a lighting project unless all project documentation is provided to the Utility.
6. Upon completion of the lighting project, the Utility shall perform an inspection of the installed measures as part of its verification of the Customer's eligibility for incentive payments.
7. Customer understands that the Utility makes no warranties concerning the lighting project (either expressed or implied) and assumes no liability or responsibility for such work, including but not limited to, the adequacy of the design/construction of the project, the suitability/safety of the installed equipment or the actual energy/cost savings for the efficiency measures.
8. To the fullest extent allowable by law, Customer agrees to indemnify, defend (at the Utility's option) and hold harmless the Utility, its officers and its employees from all claims, losses or damages, including attorney's fees, for personal injury, death or property damage arising from, or in connection with, the performance of this Agreement, Customer's participation in CLIP or the efficiency measures taken thereunder, except to the extent such liability is occasioned by the negligence of the Utility. With respect to a claim for indemnification under this Agreement on

account of bodily injury (including death) to any employee of the Customer, the Customer agrees that it shall not be entitled to assert an immunity against the Utility based upon workers' compensation laws set forth in the Washington Industrial Insurance Act, Title 51 RCW, limiting its indemnification obligations under this Agreement, provided that, this section will not be interpreted or construed as a waiver of Contractor's right to assert directly against any of its own employees or such employee's estate or other representatives any such immunity, defense or protection that may be afforded by workers' compensation laws set forth in the Washington Industrial Insurance Act, Title 51 RCW.

9. Customer agrees to assist the Utility in evaluating the effectiveness of the lighting project. This may include Customer's participation in a survey, follow-up site visits at the improved facility, providing copies of cancelled check(s) to the installer and/or equipment supplier and the release of Utility bills and other information pertinent to the performance of the installed measures.
10. All projects performed under this program are subject to audit by the Utility. Customer agrees to fully cooperate in any such audit and understands that if such cooperation is not forthcoming, financial incentive payments made to the Customer will be refunded to the Utility. In addition, if, as a result of an audit, it is determined that Customer has received a financial incentive payment in excess of their eligible amount; Customer shall return to the Utility any overpayment within 30 days of such request. Customer understands that if such funds are not returned to the Utility upon demand, an equal amount will be applied to the Customer's account with the Utility.

The planned completion date for this project is 12/31/2015. If installation will not be complete by this date, the Customer shall notify the Utility of the revised completion date, and the Utility will advise if an extension is approved. The Customer has until 1/31/2016 to install the energy efficiency measures and submit the invoice(s) to the Utility, otherwise the Utility cannot guarantee that the approved incentive will be available for this project. Customer is solely responsible for notifying the Utility regarding changes to the completion date.

By signature below, the undersigned hereby acknowledges that he/she is the building owner or the authorized representative to make these improvements at this facility.

Customer (Building Owner/Authorized Representative)

Name: _____

Title: _____

Signature: _____ Date: _____

Make Check Payable To: _____
(Owner or legally authorized representative of the building) **

Mail Check to (address): _____

Attention to (name): _____

** If "payable to" is entity other than the owner or legally authorized customer representative, customer to acknowledge this assignment through signature below:

Name: _____

Title: _____

Signature: _____ Date: _____

Participating Utility Representative

Name & Title: Bill Hibbs, Program Manager

Signature: Bill Hibbs Date: _____

CITY OF CAMAS PROJECT NO. WS-713C Wastewater Treatment Facility Fall Protection RE-BID			PAY ESTIMATE: One - Final PAY PERIOD: 9/29/14 through 11/15/14 ORIGINAL CONTRACT AMOUNT: \$61,706.70				Cedar Mill Construction Company, LLC 19465 SW 89th Avenue Tualatin, OR 97062 (503) 885-9370				
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	Mobilization	LS	1.00	\$575.00	\$575.00	0.00	\$0.00	1.00	\$575.00	1.00	\$575.00
2	Fall Protection Guardrails	LS	1.00	\$55,200.00	\$55,200.00	0.00	\$0.00	1.00	\$55,200.00	1.00	\$55,200.00
3	Project Documentation	LS	1.00	\$1,150.00	\$1,150.00	0.00	\$0.00	1.00	\$1,150.00	1.00	\$1,150.00

SUBTOTAL:		\$56,925.00	\$0.00	\$56,925.00	\$56,925.00
Sales Tax (8.4%):		\$4,781.70	\$0.00	\$4,781.70	\$4,781.70
Total:		\$61,706.70	\$0.00	\$61,706.70	\$61,706.70

ORIGINAL CONTRACT TOTAL	CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
	\$56,925.00	\$0.00	\$56,925.00	\$56,925.00
ADDITIONS / DELETIONS		\$0.00	\$0.00	\$0.00
SUBTOTAL	\$56,925.00	\$0.00	\$56,925.00	\$56,925.00
SALES TAX (8.4%)	\$4,781.70	\$0.00	\$4,781.70	\$4,781.70
TOTAL CONTRACT	\$61,706.70	\$0.00	\$61,706.70	\$61,706.70
LESS 5% RETAINAGE		\$0.00	(\$2,846.25)	(\$2,846.25)
TOTAL LESS RETAIN.		\$0.00	\$58,860.45	\$58,860.45

SAN. ACT. NUMBER: 424-00-594-350-65

SAN. THIS PAY EST: \$58,860.45

F.I.

Steve Durspek 11/24/14
Project Engineer Date

MW002 11-24-14
Contractor Date

James Hodge 11/24/14
Project Manager Date

RFC
ENTERED
11/24/14

**~NORM DANIELSON SPIRIT OF GIVING~
PROCLAMATION**

Office of the Mayor

WHEREAS, Norm Danielson passed away February 12, 2015 at the age of 99; and

WHEREAS, Norm Danielson served in the United States Army Air Corps during World War II; and

WHEREAS, in 1948, Norm and his wife Audrey built a home and raised two sons in Washougal; and

WHEREAS, Norm and his wife Audrey built a home in Camas in 1965; and

WHEREAS, Norm Danielson had a long successful business career with his brothers, starting with Danielson Hardware, which was sold in 1962 to enter the grocery business; and

WHEREAS, Norm Danielson retired in 1995 at the age of 80 with four grocery stores in Clark County; and

WHEREAS, Norm Danielson was generous with his time and money, supporting the Camas Boys and Girls Club, the Camas School Foundation, the Community Foundation for Southwest Washington, the Columbia Land Trust, the Norman C. Danielson Foundation and many other worthy organizations; and

WHEREAS, the City of Camas desires to recognize the lifelong contributions that Norm Danielson has made for our community; and

WHEREAS, the City of Camas wishes to honor the legacy of a wonderful Camas resident; and

NOW THEREFORE, as Mayor of the City of Camas, I do hereby declare March 24, 2015, which would have been his 100th birthday, as

**“NORM DANIELSON SPIRIT OF GIVING DAY”
in the City of Camas.**

In witness whereof, I have set my hand
and caused the seal of the City of Camas to
be affixed this 16th day of March, 2015.



Scott Higgins, Mayor

Camas Shoreline Master Program
Appendix C
Chapter 16.53 - WETLANDS

16.53.020 - Rating system

A. Designating Wetlands. Wetlands are those areas, designated in accordance with the approved federal wetland delineation manual and applicable regional supplements, that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation adapted for life in saturated soil conditions. All areas within the City of Camas meeting the wetland designation criteria in the approved federal wetland delineation manual and applicable regional supplements, regardless of any formal identification, are hereby designated critical areas and are subject to the provisions of this title.

B. Wetland Rating System. Wetlands shall be rated according to the Washington State Department of Ecology (Ecology) wetland rating system found in Washington State Wetlands Rating System for Western Washington-2014 Update, (Revised, Ecology publication No. 14-06-029, October 2014) or most current edition. The rating system document contains the definitions and methods for determining if the criteria below are met:

1. Wetland Rating Categories.

a. Category I. Category I wetlands are those that meet one or more of the following criteria:

- i. Wetlands that are identified by scientists of the Washington Natural Heritage Program, Department of Natural Resources (DNR) as wetlands with high conservation value;
- ii. Bogs;
- iii. Mature and old growth forested wetlands larger than one acre;
- iv. Wetlands that perform many functions well, as indicated by scoring twenty-three points or more in the rating system.

Category I wetlands represent a unique or rare wetland type, are more sensitive to disturbance than most wetlands, are relatively undisturbed and contain some ecological attributes that are impossible to replace within a human lifetime, or provide a very high level of functions.

b. Category II. Category II wetlands are those with a moderately high level of functions, as indicated by scoring between twenty and twenty-two points in the Ecology rating system.

Category II wetlands are difficult, though not impossible, to replace, and provide high levels of some functions. These wetlands occur more commonly than Category I wetlands, but they still need a relatively high level of protection.

c. Category III. Category III wetlands are those with a moderate level of functions, as indicated by scoring between sixteen and nineteen points in the Ecology rating system. Generally, wetlands in this category have been disturbed in some way and are often less diverse or more isolated from other natural resources in the landscape than Category II wetlands.

d. Category IV. Category IV wetlands have the lowest levels of functions and are often heavily disturbed. They are characterized by a score of fewer than

sixteen points in the rating system. These are wetlands that should be replaceable, and in some cases may be improved. However, experience has shown that replacement cannot be guaranteed in any specific case. These wetlands may provide some important functions, and should be protected to some degree.

2. Date of Wetland Rating. Wetland rating categories shall be applied as the wetland exists on the date of adoption of the rating system by the local government, as the wetland naturally changes thereafter, or as the wetland changes in accordance with permitted activities. Wetland rating categories shall not change due to illegal modifications.

16.53.030 - Critical area report—Additional requirements for wetlands

A. Prepared by a Qualified Professional. A critical areas report for wetlands shall be prepared by a qualified professional who is a wetland biologist with experience preparing wetland reports.

B. Area Addressed in Critical Area Report. In addition to the requirements of Appendix C - Chapter 16.51, the following areas shall be addressed in a critical area report for wetlands:

1. Within a subject parcel or parcels, the project area of the proposed activity;
2. All wetlands and recommended buffer zones within three hundred feet of the project area within the subject parcel or parcels;
3. All shoreline areas, water features, floodplains, and other critical areas, and related buffers within three hundred feet of the project area within the subject parcel or parcels;
4. The project design and the applicability of the buffers based on the proposed layout and the level of land use intensity; and
5. Written documentation from the qualified professional demonstrating compliance with the requirements of this chapter.

C. Wetland Determination. In conjunction with the submittal of a development permit application, the responsible official shall determine the probable existence of a wetland on the subject parcel. If wetland or wetland buffers are found to be likely to exist on the parcel, wetland delineation is required.

D. Wetland Delineation

1. Methodology. Wetland Delineation shall be determined in accordance with the approved federal wetland delineation manual and applicable regional supplements.
2. Information Requirements. Wetland boundaries shall be staked and flagged in the field and a delineation report shall be submitted to the department. The report shall include the following information:
 - a. USGS quadrangle map with site clearly defined;
 - b. Topographic map of area;
 - c. National wetland inventory map showing site;
 - d. Soil conservation service soils map showing site;
 - e. Site map, at a scale no smaller than one inch equals one hundred feet (a scaling ratio of one is to one thousand two hundred), if practical, showing the following information:
 - i. Wetland boundaries,
 - ii. Sample sites and sample transects,
 - iii. Boundaries of forested areas,

- iv. Boundaries of wetland classes if multiple classes exist;
- f. Discussion of methods and results with special emphasis on technique used from the approved federal wetlands delineation manual and applicable regional supplements;
- g. Acreage of each wetland on the site based on the survey if the acreage will impact the buffer size determination or the project design;
- h. All completed field data sheets per the approved federal wetlands delineation manual and applicable regional supplements, numbered to correspond to each sample site.

E. Wetland Analysis. In addition to the minimum required contents of subsection D of this section, and in addition to Section 16.51.140, a critical area report for wetlands shall contain an analysis of the wetlands including the following site- and proposal-related information at a minimum:

1. A discussion of measures, including avoidance, minimization, and mitigation, proposed to preserve existing wetlands and restore any wetlands that were degraded prior to the current proposed land use activity.
2. Proposed mitigation, if needed, including a written assessment and accompanying maps of the mitigation area, including the following information at a minimum:
 - a. Existing and proposed wetland acreage;
 - b. Vegetative, faunal, and hydrologic conditions;
 - c. Relationship within watershed, and to existing water bodies;
 - d. Soil and substrate conditions, topographic elevations;
 - e. Existing and proposed adjacent site conditions;
 - f. Required wetland buffers; and
 - g. Property ownership.
3. A discussion of ongoing management practices that will protect wetlands after the project site has been developed; including proposed monitoring and maintenance programs.

When deemed appropriate, the director may also require the critical area report to include an evaluation by the Department of Ecology or an independent qualified expert regarding the applicant's analysis, and the effectiveness of any proposed mitigating measures or programs, and to include any recommendations as appropriate.

16.53.040 - Standards

A. Activities and uses shall be prohibited from wetlands and wetland buffers, except as provided for in this chapter.

B. Wetland Buffers. Wetland buffer widths shall be determined by the responsible official in accordance with the standards below:

1. All buffers shall be measured horizontally outward from the delineated wetland boundary or, in the case of a stream with no adjacent wetlands, the ordinary high water mark as determined in consultation with Ecology.
2. Buffer widths are established by comparing the wetland rating category and the intensity of land uses proposed on development sites per Tables 16.53.040-1, 16.53.040-2, 16.53.040-3 and 16.53.040-4. For Category IV wetlands, the required water quality buffers, per Table 16.53.040-1, are adequate to protect habitat functions.

**Table 16.53.040-1
Buffers Required to Protect Water Quality Functions**

Wetland Rating	Low Intensity Use	Moderate Intensity Use	High Intensity Use
Category I	50 ft.	75 ft.	100 ft.
Category II	50 ft.	75 ft.	100 ft.
Category III	40 ft.	60 ft.	80 ft.
Category IV	25 ft.	40 ft.	50 ft.

**Table 16.53.040-2 Buffers
Required to Protect Habitat Functions in Category I and II Wetlands**

Habitat Score in the Rating Form	Low Intensity Use	Moderate Intensity Use	High Intensity Use
4 points or less	See Table 16.53.040-1	See Table 16.53.040-1	See Table 16.53.040-1
5	70	105	140
6	90	135	180
7	110	165	220
8	130	195	260
9 points or greater	150	225	300

Table 16.53.040-3 Buffers Required to Protect Habitat Functions in Category III Wetlands

Habitat Score in the Rating Form	Low Intensity Use	Moderate Intensity Use	High Intensity Use
4 points or less	See Table 16.53.040-1	See Table 16.53.040-1	See Table 16.53.040-1
5	60	90	120
6	65	100	135
7	75	110	150
8	130	195	260
9	150	225	300

Table 16.53.040-4 Land Use Intensity Matrix¹

	Parks and Recreation	Streets and Roads	Stormwater Facilities	Utilities	Commercial/Industrial	Residential ²
Low	Natural fields and grass areas, viewing areas, split rail fencing	NA	Outfalls, spreaders, constructed wetlands, bioswales, vegetated detention basins, overflows	Underground and overhead utility lines, manholes, power poles (without footings)	NA	Density at or lower than 1 unit per 5 acres
Moderate	Impervious trails, engineered fields, fairways	Residential driveways and access roads	Wet ponds	Maintenance access roads	NA	Density between 1 unit per acre and higher than 1 unit per 5 acres

	Parks and Recreation	Streets and Roads	Stormwater Facilities	Utilities	Commercial/Industrial	Residential ²
High	Greens, tees, structures, parking, lighting, concrete or gravel pads, security fencing	Public and private streets, security fencing, retaining walls	Maintenance access roads, retaining walls, vaults, infiltration basins, sedimentation fore bays and structures, security fencing	Paved or concrete surfaces, structures, facilities, pump stations, towers, vaults, security fencing, etc.	All site development	Density higher than 1 unit per acre

1. The responsible official shall determine the intensity categories applicable to proposals should characteristics not be specifically listed in Table 16.53.060-4.

2. Measured as density averaged over a site, not individual lot sizes.

3. Where a residential plats and subdivisions is proposed within shoreline jurisdiction, wetlands and wetland buffers shall be placed within a non-buildable tract unless creation of a tract would result in violation of minimum lot depth standards.

4. Adjusted Buffer Width in shoreline jurisdiction.

a. Adjustments Authorized by Wetland Permits. Adjustments to the required buffer width are authorized by Section 16.53.050(D) of this section upon issuance of a wetland permit.

b. Functionally Isolated Buffer Areas. Areas which are functionally separated from a wetland and do not protect the wetland from adverse impacts shall be treated as follows:

i. Preexisting roads, structures, or vertical separation shall be excluded from buffers otherwise required by this chapter;

ii. Distinct portions of wetlands with reduced habitat functions that are components of wetlands with an overall habitat rating score greater than five points shall not be subject to the habitat function buffers designated in Tables 16.53.040-2 and 16.53.040-3 if all of the following criteria are met:

(A) The area of reduced habitat function is at least one acre in size,

(C) The area does not meet any WDFW priority habitat or species criteria, and

(D) The required habitat function buffer is provided for all portions of the wetland that do not have reduced habitat function.

(E) The buffer reduction afforded by this subsection shall not exceed 75% of the required buffer width of Category I and II wetlands.

C. Standard Requirements. Any action granting or approving a development permit application shall be conditioned on all the following:

1. Marking Buffer During Construction. The location of the outer extent of the wetland buffer shall be marked in the field and such markings shall be maintained throughout the duration of the permit.

2. Permanent Marking of Buffer Area. A permanent physical demarcation along the upland boundary of the wetland buffer area shall be installed and thereafter maintained.

Such demarcation may consist of logs, a tree or hedge row, fencing, or other prominent physical marking approved by the responsible official. In addition, small signs shall be posted at an interval of one per lot or every one hundred feet, whichever is less, and perpetually maintained at locations along the outer perimeter of the wetland buffer as approved by the responsible official, and worded substantially as follows:

Wetland and Buffer—Please retain in a natural state.

3. A conservation covenant shall be recorded in a form approved by the City as adequate to incorporate the other restrictions of this section and to give notice of the requirement to obtain a wetland permit prior to engaging in regulated activities within a wetland or its buffer.

4. In the case of plats, short plats, and recorded site plans, include on the face of such instrument the boundary of the wetland and its buffer, and a reference to the separately recorded conservation covenant provided for in subsection (C)(3) of this section.

D. Standard Requirements—Waivers. The responsible official shall waive the requirements of Section 16.53.030(D) and subsection B of this section in certain cases described below if the applicant designates development envelopes which are clearly outside of any wetland or buffer. The responsible official may require partial wetland delineation to the extent necessary to ensure eligibility for this waiver:

1. Residential building permits and home businesses;
2. Site plan reviews where the responsible official determines that all development is clearly separated from the wetlands and wetland buffers:
 - a. Development envelopes shall be required for a fully complete preliminary application,
 - b. Development envelopes shall be shown on the final site plan, and
 - c. A note referencing the development envelopes shall be placed on the final site plan.

16.53.050 - Wetland permits

A. General.

1. A wetland permit is required for any development activity that is not exempt pursuant to Section 16.53.010(C) within wetlands and wetland buffers.
2. Standards for wetland permits are provided in subsections B, C and D of this section.
3. All wetland permits require approval of a preliminary and final enhancement/mitigation plan in accordance with the provisions of subsection E of this section unless the preliminary enhancement/mitigation plan requirement is waived under the provisions of subsection (E)(2) of this section.
4. Wetland permit application, processing, preliminary approval, and final approval procedures are set out in subsections F through I of this section.
5. Provisions for programmatic permits are provided by subsection K of this section.
6. Provisions for emergency wetland permits are provided by subsection L of this section.

B. Standards—General. Wetland permit applications shall be based upon a mitigation plan and shall satisfy the following general requirements:

1. The proposed activity shall not cause significant degradation of wetland functions;

2. The proposed activity shall comply with all state, local, and federal laws, including those related to sediment control, pollution control, floodplain restrictions, stormwater management, and on-site wastewater disposal.

C. Buffer Standards and Authorized Activities. The following additional standards apply for regulated activities in a wetland buffer to ensure no net loss of ecological functions and values:

1. Buffer Reduction Incentives. Standard buffer widths may be reduced under the following conditions, provided that functions of the post-project wetland are equal to or greater after use of these incentives.

- a. Lower Impact Land Uses. The buffer widths recommended for proposed land uses with high-intensity impacts to wetlands can be reduced to those recommended for moderate-intensity impacts if both of the following criteria are met:

- i. A relatively undisturbed, vegetated corridor at least one hundred feet wide is protected between the wetland and any other priority habitats that are present as defined by the Washington State Department of Fish and Wildlife*;
and

- ii. Measures to minimize the impacts of the land use adjacent to the wetlands are applied, such as infiltration of stormwater, retention of as much native vegetation and soils as possible, direction of noise and light away from the wetland, and other measures that may be suggested by a qualified wetland professional.

- b. Restoration. Buffer widths may be reduced up to twenty-five percent if the buffer is restored or enhanced from a pre-project condition that is disturbed (e.g., dominated by invasive species), so that functions of the post-project wetland and buffer are equal or greater. To the extent possible, restoration should provide a vegetated corridor of a minimum one hundred feet wide between the wetland and any other priority habitat areas as defined by the Washington State Department of Fish and Wildlife. The habitat corridor must be protected for the entire distance between the wetland and the priority habitat area by some type of permanent legal protection such as a covenant or easement. The restoration plan must meet requirements in subsection D of this section for a mitigation plan, and this section for a critical area report.

- c. Combined Reductions. Buffer width reductions allowed under subsections (C)(1)(a) and (C)(1)(b) of this section may be added provided that minimum buffer widths shall never be less than seventy-five percent of required buffer width for all Categories I and II, or less than fifty feet for Category III wetlands, and twenty-five feet for all Category IV wetlands.

2. Buffer Averaging. Averaging buffers is allowed in conjunction with any of the other provisions for reductions in buffer width (listed in subsection (C)(1) of this section) provided that minimum buffer widths listed in subsection (C)(1)(c) of this section are adhered to. The community development department shall have the authority to average buffer widths on a case-by-case basis, where a qualified wetlands professional demonstrates, as part of a critical area report, that all of the following criteria are met:

- a. The total area contained in the buffer after averaging is no less than that contained within the buffer prior to averaging;
 - b. Decreases in width are generally located where wetland functions may be less sensitive to adjacent land uses, and increases are generally located where wetland functions may be more sensitive to adjacent land uses, to achieve no net loss or a net gain in functions;
 - c. The averaged buffer, at its narrowest point, shall not result in a width less than seventy-five percent of the required width, provided that minimum buffer widths shall never be less than fifty feet for all Category I, Category II, and Category III wetlands, and twenty-five feet for all Category IV wetlands; and
 - d. Effect of Mitigation. If wetland mitigation occurs such that the rating of the wetland changes, the requirements for the category of the wetland after mitigation shall apply.
3. Stormwater Facilities. Stormwater facilities are only allowed in buffers of wetlands with low habitat function (less than four points on the habitat section of the rating system form); provided, the facilities shall be built on the outer edge of the buffer and not degrade the existing buffer function, and are designed to blend with the natural landscape. Unless determined otherwise by the responsible official, the following activities shall be considered to degrade a wetland buffer when they are associated with the construction of a stormwater facility:
 - a. Removal of trees greater than four inches diameter at four and one-half feet above the ground or greater than twenty feet in height;
 - b. Disturbance of plant species that are listed as rare, threatened, or endangered by the City, county, or any state or federal management agency;
 - c. The construction of concrete structures, other than manholes, inlets, and outlets that are exposed above the normal water surface elevation of the facility;
 - d. The construction of maintenance and access roads;
 - e. Slope grading steeper than four to one horizontal to vertical above the normal water surface elevation of the stormwater facility;
 - f. The construction of pre-treatment facilities such as fore bays, sediment traps, and pollution control manholes;
 - g. The construction of trench drain collection and conveyance facilities;
 - h. The placement of fencing; and
 - i. The placement of rock and/or riprap, except for the construction of flow spreaders, or the protection of pipe outfalls and overflow spillways; provided, that buffer functions for areas covered in rock and/or riprap are replaced.
4. Road and Utility Crossings. Crossing buffers with new roads and utilities is allowed provided all the following conditions are met:
 - a. Buffer functions, as they pertain to protection of the adjacent wetland and its functions, are replaced; and
 - b. Impacts to the buffer and wetland are minimized.
5. Other Activities in a Buffer. Regulated activities not involving stormwater management, road and utility crossings, or a buffer reduction via enhancement are allowed in the buffer if all the following conditions are met:
 - a. The activity is temporary and will cease or be completed within three months of the date the activity begins;

- b. The activity will not result in a permanent structure in or under the buffer;
- c. The activity will not result in a reduction of buffer acreage or function;
- d. The activity will not result in a reduction of wetland acreage or function.

D. Standards—Wetland Activities. The following additional standards apply to the approval of all activities permitted within wetlands under this section:

1. Sequencing. Applicants shall demonstrate that a range of project alternatives have been given substantive consideration with the intent to avoid and minimize impacts to wetlands. Documentation must demonstrate that the following hierarchy of avoidance and minimization has been pursued:

- a. Avoid impacts to wetlands unless the responsible official finds that:
 - i. For Categories I and II wetlands, avoiding all impact is not in the public interest or will deny all reasonable economic use of the site;
 - ii. For Categories III and IV wetlands, avoiding all impact will result in a project that is either:

- (A) Inconsistent with the City of Camas comprehensive plan,
- (B) Inconsistent with critical area conservation goals, or
- (C) Not feasible to construct.

b. Minimize impacts to wetlands if complete avoidance is infeasible. The responsible official must find that the applicant has limited the degree or magnitude of impact to wetlands by using appropriate technology and by taking affirmative steps to reduce impact through efforts such as:

- i. Seeking easements or agreements with adjacent land owners or project proponents where appropriate;
- ii. Seeking reasonable relief that may be provided through application of other City zoning and design standards;
- iii. Site design; and
- iv. Construction techniques and timing.

c. Compensate for wetland impacts that will occur, after efforts to minimize have been exhausted. The responsible official must find that:

- i. The affected wetlands are restored to the conditions existing at the time of the initiation of the project;
- ii. Unavoidable impacts are mitigated in accordance with this subsection; and
- iii. The required mitigation is monitored and remedial action is taken when necessary to ensure the success of mitigation activities.

2. Location of Wetland Mitigation. Wetland mitigation for unavoidable impacts shall be located using the following prioritization:

- a. On-Site. Locate mitigation according to the following priority:
 - i. Within or adjacent to the same wetland as the impact,
 - ii. Within or adjacent to a different wetland on the same site;

b. Off-Site. Locate mitigation within the same watershed or use an established wetland mitigation bank; the service area determined by the mitigation bank review team and identified in the executed mitigation bank instrument;

c. In-Kind. Locate or create wetlands with similar landscape position and the same hydro-geomorphic (HGM) classification based on a reference to a naturally occurring wetland system; and

- d. Out-of-Kind. Mitigate in a different landscape position and/or HGM classification based on a reference to a naturally occurring wetland system.
 3. Types of Wetland Mitigation. The various types of wetland mitigation allowed are listed below in the general order of preference.
 - a. Restoration. The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former or degraded wetland. For the purpose of tracking net gains in wetland acres, restoration is divided into:
 - i. Re-Establishment. The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Re-establishment results in a gain in wetland acres (and functions). Activities could include removing fill material, plugging ditches, or breaking drain tiles.
 - ii. Rehabilitation. The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a degraded wetland. Re-establishment results in a gain in wetland function, but does not result in a gain in wetland acres. Activities could involve breaching a dike to reconnect wetlands to a floodplain or return tidal influence to a wetland.
 - b. Creation (Establishment). The manipulation of the physical, chemical, or biological characteristics of a site with the goal of developing a wetland on an upland or deepwater site where a wetland did not previously exist. Establishment results in a gain in wetland acres. Activities typically involve excavation of upland soils to elevations that will produce a wetland hydroperiod, create hydric soils, and support the growth of hydrophytic plant species.
 - c. Enhancement. The manipulation of the physical, chemical, or biological characteristics of a wetland site to heighten, intensify, or improve the specific function(s), or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water quality improvement, floodwater retention, or wildlife habitat. Enhancement results in a change in some wetland functions and can lead to a decline in other wetland functions, but does not result in a gain in wetland acres. Activities typically consist of planting vegetation, controlling non-native or invasive species, modifying site elevations, or the proportion of open water to influence hydroperiods, or some combination of these activities.
 - d. Protection/Maintenance (Preservation). Removing a threat to, or preventing the decline of, wetland conditions by an action in or near a wetland. This includes the purchase of land or easements, repairing water control structures or fences, or structural protection such as repairing a barrier island. This term also includes activities commonly associated with the term preservation.

Preservation does not result in a gain of wetland acres, but may result in improved wetland functions.
4. Wetland Mitigation Ratios.
 - a. Standard Wetland Mitigation Ratios. The following mitigation ratios for each of the mitigation types described in subsections (D)(3)(a) through (D)(3)(c) of this section apply:

Table 16.53.050-1. Standard Wetland Mitigation Ratios (In Area)

Wetland to be Replaced	Reestablishment or Creation	Rehabilitation	Reestablishment or Creation and Rehabilitation	Reestablishment or Creation and Enhancement	Enhancement
Category IV	1.5:1	3:1	1:1 R/C and 1:1 RH	1:1 R/C and 2:1 E	6:1
Category III	2:1	4:1	1:1 R/C and 2:1 RH	1:1 R/C and 4:1 E	8:1
Category II	3:1	6:1	1:1 R/C and 4:1 RH	1:1 R/C and 8:1 E	12:1
Category I, Forested	6:1	12:1	1:1 R/C and 10:1 RH	1:1 R/C and 20:1 E	24:1
Category I, Based on Score for Functions	4:1	8:1	1:1 R/C and 6:1 RH	1:1 R/C and 12:1 E	16:1
Category I, Natural Heritage Site	Not considered possible	6:1 rehabilitate a natural heritage site	N/A	N/A	Case-by-case

b. **Preservation.** The responsible official has the authority to approve preservation of existing wetlands as wetland mitigation under the following conditions:

- i. The wetland area being preserved is a Category I or II wetland, or is within a WDFW priority habitat or species area;
- ii. The preservation area is at least one acre in size;
- iii. The preservation area is protected in perpetuity by a covenant or easement that gives the City clear regulatory and enforcement authority to protect existing wetland and wetland buffer functions with standards that exceed the protection standards of this chapter;
- iv. The preservation area is not an existing or proposed wetland mitigation site; and
- v. The following preservation/mitigation ratios apply:

Table 16.53.050-2. Wetland Preservation Ratios for Categories I and II Wetlands (In Area)

Habitat Function of Wetland to be Replaced	In Addition to Standard Mitigation		As the Only Means of Mitigation	
	Full and Functioning Buffer	Reduced and/or Degraded Buffer	Full and Functioning Buffer	Reduced and/or Degraded Buffer
Low (3-4 points)	10:1	14:1	20:1	30:1
Moderate (5-7 points)	13:1	17:1	30:1	40:1
High (8-9 points)	16:1	20:1	40:1	50:1

- c. The responsible official has the authority to reduce wetland mitigation ratios under any of the following circumstances:
 - i. Documentation by a qualified wetland specialist demonstrates that the proposed mitigation actions have a very high likelihood of success based on prior experience;
 - ii. Documentation by a qualified wetland specialist demonstrates that the proposed actions for compensation will provide functions and values that are significantly greater than the wetland being affected;
 - iii. The proposed actions for compensation are conducted in advance of the impact and are shown to be successful;
 - iv. In wetlands where several HGM classifications are found within one delineated wetland boundary, the areas of the wetlands within each HGM classification can be scored and rated separately and the mitigation ratios adjusted accordingly, if all the following apply:
 - (A) The wetland does not meet any of the criteria for wetlands with "Special Characteristics," as defined in the rating system,
 - (B) The rating and score for the entire wetland is provided, as well as the scores and ratings for each area with a different HGM classification,
 - (C) Impacts to the wetland are all within an area that has a different HGM classification from the one used to establish the initial category, and
 - (D) The proponents provide adequate hydrologic and geomorphic data to establish that the boundary between HGM classifications lies at least fifty feet outside of the footprint of the impacts.

5. Alternate Wetland Mitigation.

a. Wetland Mitigation Banks.

- i. Credits from a wetland mitigation bank may be approved for use as compensation for unavoidable impacts to wetlands when:
 - (A) The bank is certified under state rules;
 - (B) The Administrator determines that the wetland mitigation bank provides appropriate compensation for the authorized impacts; and
 - (C) The proposed use of credits is consistent with the terms and conditions of the certified bank instrument.
- ii. Replacement ratios for projects using bank credits shall be consistent with replacement ratios specified in the certified bank instrument.
- iii. Credits from a certified wetland mitigation bank may be used to compensate for impacts located within the service area specified in the certified bank instrument. In some cases, the service area of the bank may include portions of more than one adjacent drainage basin for specific wetland functions.

b. In-Lieu Fee. To aid in the implementation of off-site mitigation, the City may develop an in-lieu fee program. This program shall be developed and approved through a public process and be consistent with federal rules, state policy on in-lieu fee mitigation, and state water quality regulations. An approved in-lieu-fee program sells compensatory mitigation credits to permittees whose obligation to provide compensatory mitigation is then transferred to the in-lieu

program sponsor, a governmental or non-profit natural resource management entity. Credits from an approved in-lieu-fee program may be used when paragraphs 1-6 below apply:

- i. The approval authority determines that it would provide environmentally appropriate compensation for the proposed impacts.
 - ii. The mitigation will occur on a site identified using the site selection and prioritization process in the approved in-lieu-fee program instrument.
 - iii. The proposed use of credits is consistent with the terms and conditions of the approved in-lieu-fee program instrument.
 - iv. Land acquisition and initial physical and biological improvements of the mitigation site must be completed within three years of the credit sale.
 - v. Projects using in-lieu-fee credits shall have debits associated with the proposed impacts calculated by the applicant's qualified wetland scientist using the method consistent with the credit assessment method specified in the approved instrument for the in-lieu-fee program.
 - vi. Credits from an approved in-lieu-fee program may be used to compensate for impacts located within the service area specified in the approved in-lieu-fee instrument.
- c. Compensatory mitigation credits may be issued for unavoidable impacts in the following cases:

- i. Residential building permits where on-site enhancement and/or preservation is not adequate to meet the requirements of subsection (D)(4) of this section;
- ii. Approved reasonable use exceptions where sufficient on-site wetland and wetland buffer mitigation is not practical;
- iii. Small impacts affecting less than 0.10 acre of wetland where on-site enhancement and/or preservation is not adequate to meet the requirements of subsection (D)(4) of this section; or
- iv. As an additional mitigation measure when all other mitigation options have been applied to the greatest extent practicable.

6. Stormwater Facilities in shoreline jurisdiction. Stormwater facilities shall follow the specific criteria in this Program, Chapter 6 at Section 6.3.15 Utilities Uses.

7. Utility Crossings. Crossing wetlands by utilities is allowed, provided the activity is not prohibited by subsection (D)(1) of this section, and provided all the following conditions are met:

- a. The activity does not result in a decrease in wetland acreage or classification;
- b. The activity results in no more than a short-term six month decrease in wetland functions; and
- c. Impacts to the wetland are minimized.

8. Other Activities allowed in a Wetland. Activities not involving stormwater management, utility crossings, or wetland mitigation are allowed in a wetland, provided the activity is not prohibited by subsection (D)(1) of this section and if it is not subject to a shoreline permit as listed in Chapter 2 of this Program, and provided all the following conditions are met:

- a. The activity shall not result in a reduction of wetland acreage or function; and
- b. The activity is temporary and shall cease or be completed within three months of the date the activity begins.

E. Mitigation Plans.

1. General. Mitigation plans are required for activities in a buffer or wetland. Content requirements which are inappropriate and inapplicable to a project may be waived by the responsible official upon request of the applicant at or subsequent to the pre-application consultation provided for in subsection (F)(1) of this section.

2. Preliminary Mitigation Plan. The purpose of the preliminary plan is to determine the feasibility of the project before extensive resources are devoted to the project. The responsible official may waive the requirement for a preliminary mitigation plan when a wetland permit is not associated with a development permit application (listed in Section 16.53.010(B)). The preliminary mitigation plan consists of two parts: baseline information for the site and a conceptual plan. If off-site wetland mitigation is proposed, baseline information for both the project site and mitigation site is required.

a. Baseline information shall include:

- i. Wetland delineation report as described in Section 16.53.030(D)(2);
- ii. Copies of relevant wetland jurisdiction determination letters, if available, such as determinations of prior converted crop lands, correspondence from state and federal agencies regarding prior wetland delineations, etc.;
- iii. Description and maps of vegetative conditions at the site;
- iv. Description and maps of hydrological conditions at the site;
- v. Description of soil conditions at the site based on a preliminary on-site analysis;
- vi. A topographic map of the site; and
- vii. A functional assessment of the existing wetland and buffer.

(A) Application of the rating system in Section 16.53.020(B) will generally be considered sufficient for functional assessment,

(B) The responsible official may accept or request an alternate functional assessment methodology when the applicant's proposal requires detailed consideration of specific wetland functions,

(C) Alternate functional assessment methodologies used shall be scientifically valid and reliable.

b. The contents of the conceptual mitigation plan shall include:

- i. Goals and objectives of the proposed project;
- ii. A wetland buffer width reduction plan, if width reductions are proposed, that includes:

(A) The land use intensity, per Table 16.53.040-4, of the various elements of the development adjacent to the wetlands,

(B) The wetland buffer width(s) required by Tables 16.53.040-1, 16.53.040-2 and 16.53.040-3,

(C) The proposed buffer width reductions, including documentation that proposed buffer width reductions fully protect the functions of the wetland in compliance with subsection C of this section;

- iii. A wetland mitigation plan that includes:

- (A) A sequencing analysis for all wetland impacts,
 - (B) A description of all wetland impacts that require mitigation under this chapter, and
 - (C) Proposed mitigation measures and mitigation ratios;
 - iv. Map showing proposed wetland and buffer. This map should include the existing and proposed buffers and all proposed wetland impacts regulated under this chapter;
 - v. Site plan;
 - vi. Discussion and map of plant material to be planted and planting densities;
 - vii. Preliminary drainage plan identifying location of proposed drainage facilities including detention structures and water quality features (e.g., swales);
 - viii. Discussion of water sources for all wetlands on the site;
 - ix. Project schedule;
 - x. Discussion of how the completed project will be managed and monitored; and
 - xi. A discussion of contingency plans in case the project does not meet the goals initially set for the project.
3. Final Mitigation Plan. The contents of the final mitigation plan shall include:
- a. The approved preliminary mitigation plan and all conditions imposed on that plan. If the preliminary mitigation plan requirement is waived, the final plan shall include the content normally required for the preliminary plan listed in this section.
 - b. Performance Standards. Specific criteria shall be provided for evaluating whether or not the goals and objectives of the mitigation project are being met. Such criteria may include water quality standards, survival rates of planted vegetation, species abundance and diversity targets, habitat diversity indices, or other ecological, geological, or hydrological criteria.
 - c. Detailed Construction Plans. Written specifications for the mitigation project shall be provided. The specifications shall include: the proposed construction sequence, grading and excavation details, water and nutrient requirements for planting, specification of substrate stockpiling techniques, and planting instructions, as appropriate. These written specifications shall be accompanied by detailed site diagrams, scaled cross-sectional drawings, topographic maps showing slope percentage and final grade elevations, and any other drawings appropriate to show construction techniques or anticipated final outcome.
 - d. Monitoring Program. The mitigation plan shall include a description of a detailed program for monitoring the success of the mitigation project.
 - i. The mitigation project shall be monitored for a period necessary to establish that the mitigation is successful, but not for a period of less than five years. Creation of forested wetland mitigation projects shall be monitored for a period of at least ten years;

ii. Monitoring shall be designed to measure the performance standards outlined in the mitigation plan and may include but not be limited to:

(A) Establishing vegetation plots to track changes in plant species composition and density over time,

(B) Using photo stations to evaluate vegetation community response,

(C) Sampling surface and subsurface waters to determine pollutant loading, and changes from the natural variability of background conditions (pH, nutrients, heavy metals),

(D) Measuring base flow rates and stormwater runoff to model and evaluate water quality predictions, if appropriate,

(E) Measuring sedimentation rates, if applicable, and

(F) Sampling fish and wildlife populations to determine habitat utilization, species abundance and diversity;

iii. A monitoring protocol shall be included outlining how the monitoring data will be evaluated by agencies that are tracking the progress of the project;

iv. Monitoring reports shall be submitted annually, or on a pre-arranged alternate schedule, for the duration of monitoring period;

v. Monitoring reports shall analyze the results of monitoring, documenting milestones, successes, problems, and recommendations for corrective and/or contingency actions to ensure success of the mitigation project.

e. Associated Plans and Other Permits. To ensure consistency with the final mitigation plan, associated plans and permits shall be submitted, including, but not limited to:

i. Engineering construction plans;

ii. Final site plan or proposed plat;

iii. Final landscaping plan;

iv. Habitat permit;

v. WDFW HPA;

vi. USACE Section 404 permit; and

vii. WDOE Administrative Order or Section 401 certification.

f. Evidence of Financial and Scientific Proficiency. A description of how the mitigation project will be managed during construction and the scientific capability of the designer to successfully implement the proposed project. In addition, a demonstration of the financial capability of the applicant to successfully complete the project and ensure it functions properly at the end of the specific monitoring period.

g. Contingency Plan. Identification of potential courses of action, and any corrective measures to be taken when monitoring or evaluation indicates project performance standards are not being met.

F. Wetland Permit—Application.

1. Pre-Permit Consultation. Any person intending to apply for a shoreline permit in combination with a wetland permit is encouraged, but not required, to

meet with the department during the earliest possible stages of project planning in order to discuss wetland impact avoidance, minimization, compensatory mitigation, and the required contents of a mitigation plan before significant commitments have been made to a particular project design. Effort put into pre-permit consultations and planning will help applicants create projects which will be more quickly and easily processed.

2. Applications. Applications for wetland permits shall be made to the department on forms furnished by the department and in conformance with Section 16.53.030

3. Fees. At the time of application, the applicant shall pay a filing fee in accordance with the most current fee schedule adopted by the City.

G. Wetland Permit—Processing.

1. Procedures. Wetland permit applications within shoreline jurisdiction shall be processed using the application procedures in this Program, Appendix B – Administration and Enforcement, unless specifically modified herein:

a. Type I Wetland Permit. The following wetland permits shall be reviewed under the Type I review process in accordance with CMC Chapter 18.55

- i. Buffer modification only;
- ii. Wetland permits associated with single-family building permits, regardless of impact;
- iv. Re-authorization of approved wetland permits;
- iv. Programmatic wetland permits that are SEPA exempt.
- v. Programmatic wetland permits that are exempt from a shoreline substantial development permit.

2. Consolidation. The department shall, to the extent practicable and feasible, consolidate the processing of wetland permits with other City regulatory programs which affect activities in wetlands, such as SEPA review, subdivision, grading, and site plan approval, so as to provide a timely and coordinated permit process. Where no other City permit or approval is required for the wetland activity, the wetland permit shall be processed in accordance with a Type II process under CMC Chapter 18.55 Administration.

3. Notification. In addition to notices otherwise required, notice of application shall be given to federal and state agencies that have jurisdiction over, or an interest in, the affected wetlands. This notice may be incorporated into a SEPA comment period.

H. Wetland Permit—Preliminary Approval.

1. Decision Maker. A wetland permit application which has been consolidated with another permit or approval request which requires a public hearing (e.g., preliminary plat) shall be heard and decided in accordance with the procedures applicable to such other request. Any other wetland permit application shall be acted on by the responsible official within the timeline specified in Appendix B or CMC Chapter 18.55 for the required permit type.

2. Findings. A decision preliminarily approving or denying a wetland permit shall be supported by findings of fact relating to the standards and requirements of this chapter.

3. Conditions. A decision preliminarily approving a wetland permit shall incorporate at least the following as conditions:
 - a. The approved preliminary mitigation plan;
 - b. Applicable conditions provided for in subsection (E)(3) of this section;
 - c. Posting of a performance assurance pursuant to subsection J of this section; and
 - d. Posting of a maintenance assurance pursuant to subsection J of this section.
4. Duration. Wetland permit preliminary approval shall be valid for a period of three years from the date of issuance or termination of administrative appeals or court challenges, whichever occurs later, unless:
 - a. A longer period is specified in the permit; or
 - b. The applicant demonstrates good cause to the responsible official's satisfaction for an extension not to exceed an additional one year.

I. Wetland Permit—Final Approval.

1. Issuance. The responsible official shall issue final approval of the wetland permit authorizing commencement of the activity permitted thereby upon:
 - a. Submittal and approval of a final mitigation plan pursuant to subsection (E)(3) of this section;
 - b. Installation and approval of field markings as required by Section 16.53.040(C)(2);
 - c. The recording of a conservation covenant as required by Section 16.53.040(C)(3) and included on the plat, short plat, or site plan as required by Section 16.53.040(C)(4);
 - d. The posting of a performance assurance as required by subsection (H)(3) of this section.
2. Duration.
 - a. Wetland or Wetland Buffer Impacts. Final approval shall be valid for the period specified in the final wetland permit, or the associated development approval. Extension of the permit shall only be granted in conjunction with extension of an associated permit.
 - b. Compensatory Mitigation. The compensatory mitigation requirements of the permit shall remain in effect for the duration of the monitoring and maintenance period specified in the approval.

J. Wetland Permit Financial Assurances.

1. Types of Financial Assurances. The responsible official shall accept the following forms of financial assurances:
 - a. An escrow account secured with an agreement approved by the responsible official;
 - b. A bond provided by a surety for estimates that exceed five thousand dollars;
 - c. A deposit account with a financial institution secured with an agreement approved by the responsible official;
 - d. A letter of commitment from a public agency; and

- e. Other forms of financial assurance determined to be acceptable by the responsible official.
- 2. Financial Assurance Estimates. The applicant shall submit itemized cost estimates for the required financial assurances. The responsible official may adjust the estimates to ensure that adequate funds will be available to complete the specified compensatory mitigation upon forfeiture. In addition the cost estimates must include a contingency as follows:
 - a. Estimates for bonds shall be multiplied by one hundred fifty percent;
 - b. All other estimates shall be multiplied by one hundred ten percent.
- 3. Waiver of Financial Assurances. For Type I wetland permits, the responsible official may waive the requirement for one or both financial assurances if the applicant can demonstrate to the responsible official's satisfaction that posting the required financial assurances will constitute a significant hardship.
- 4. Acceptance of Work and Release of Financial Assurances.
 - a. Release of Performance Assurance. Upon request, the responsible official shall release the performance assurance when the following conditions are met:
 - i. Completion of construction and planting specified in the approved compensatory mitigation plan;
 - ii. Submittal of an as-built report documenting changes to the compensatory mitigation plan that occurred during construction;
 - iii. Field inspection of the completed site(s); and
 - iv. Provision of the required maintenance assurance.
 - b. Release of Maintenance Assurance. Upon request, the responsible official shall release the maintenance assurance when the following conditions are met:
 - i. Completion of the specified monitoring and maintenance program;
 - ii. Submittal of a final monitoring report demonstrating that the goals and objectives of the compensatory mitigation plan have been met as demonstrated through:
 - (A) Compliance with the specific performance standards established in the wetland permit, or
 - (B) Functional assessment of the mitigation site(s), and
 - (C) Field inspection of the mitigation site(s).
 - c. Incremental Release of Financial Assurances. The responsible official may release financial assurances incrementally only if specific milestones and associated costs are specified in the compensatory mitigation plan and the document legally establishing the financial assurance.
- 5. Transfer of Financial Assurances. The responsible official may release financial assurances at any time if equivalent assurances are provided by the original or a new permit holder.
- 6. Forfeiture. If the permit holder fails to perform or maintain compensatory mitigation in accordance with the approved wetland permit, the responsible

official may declare the corresponding financial assurance forfeit pursuant to the following process:

- a. The responsible official shall, by registered mail, notify the wetland permit holder/agent that is signatory to the financial assurance, and the financial assurance holder of nonperformance with the terms of the approved wetlands permit;
- b. The written notification shall cite a reasonable time for the permit holder, or legal successor, to comply with provisions of the permit and state the City's intent to forfeit the financial assurance should the required work not be completed in a timely manner;
- c. Should the required work not be completed timely, the City shall declare the assurance forfeit;
- d. Upon forfeiture of a financial assurance, the proceeds thereof shall be utilized either to correct the deficiencies which resulted in forfeiture or, if such correction is deemed by the responsible official to be impractical or ineffective, to enhance other wetlands in the same watershed or contribute to an established cumulative effects fund for watershed scale habitat and wetland conservation.

K. Programmatic Permits for Routine Maintenance and Operations of Utilities and Public Facilities. The responsible official may issue programmatic wetland permits for routine maintenance and operations of utilities and public facilities within wetlands and wetland buffers, and for wetland enhancement programs. It is not the intent of the programmatic permit process to deny or unreasonably restrict a public agency or utility's ability to provide services to the public. Programmatic permits only authorize activities specifically identified in and limited to the permit approval and conditions.

1. Application Submittal Requirements. Unless waived by the responsible official with specific findings in the approval document in accordance with subsection (K)(2) of this section, applications for programmatic wetland permits shall include a programmatic permit plan that includes the following:
 - a. A discussion of the purpose and need for the permit;
 - b. A description of the scope of activities in wetlands and wetland buffers;
 - c. Identification of the geographical area to be covered by the permit;
 - d. The range of functions and values of wetlands potentially affected by the permit;
 - e. Specific measures and performance standards to be taken to avoid, minimize, and mitigate impacts on wetland functions and values including:
 - i. Procedures for identification of wetlands and wetland buffers,
 - ii. Maintenance practices proposed to be used,
 - iii. Restoration measures,
 - iv. Mitigation measures and assurances,
 - v. Annual reporting to the responsible official that documents compliance with permit conditions and proposes any additional measures or adjustments to the approved programmatic permit plan,

- vi. Reporting to the responsible official any specific wetland or wetland buffer degradations resulting from maintenance activities when the degradation occurs or within a timely manner,
 - vii. Responding to any department requests for information about specific work or projects,
 - viii. Procedures for reporting and/or addressing activities outside the scope of the approved permit, and
 - ix. Training all employees, contractors and individuals under the supervision of the applicant who are involved in permitted work.
2. Findings. A decision preliminarily approving or denying a programmatic wetland permit shall be supported by findings of fact relating to the standards and requirements of this chapter.
3. Approval Conditions. Approval of a programmatic wetland permit shall incorporate at least the following as conditions:
- a. The approved programmatic permit plan;
 - b. Annual reporting requirements; and
 - c. A provision stating the duration of the permit.
4. Duration and Re-authorization.
- a. The duration of a programmatic permit is for five years, unless:
 - i. An annual performance based re-authorization program is approved within the permit; or
 - ii. A shorter duration is supported by findings.
 - b. Requests for re-authorization of a programmatic permit must be received prior to the expiration of the original permit.
 - i. Re-authorization is reviewed and approved through the process described in subsection (K)(1) of this section.
 - ii. Permit conditions and performance standards may be modified through the re-authorization process.
 - iii. The responsible official may temporarily extend the original permit if the review of the re-authorization request extends beyond the expiration date.

L. Wetland Permit—Emergency.

1. Authorization. Notwithstanding the provisions of this chapter or any other laws to the contrary, the responsible official may issue prospectively or, in the case of imminent threats, retroactively a temporary emergency wetlands permit if:
- a. The responsible official determines that an unacceptable threat to life or loss of property will occur if an emergency permit is not granted; and
 - b. The anticipated threat or loss may occur before a permit can be issued or modified under the procedures otherwise required by this act and other applicable laws.
2. Conditions. Any emergency permit granted shall incorporate, to the greatest extent practicable and feasible, but not inconsistent with the emergency situation, the standards and criteria required for nonemergency activities under this act and shall:
- a. Be limited in duration to the time required to complete the authorized emergency activity, not to exceed ninety days; and

b. Require, within this ninety-day period, the restoration of any wetland altered as a result of the emergency activity, except that if more than the ninety days from the issuance of the emergency permit is required to complete restoration, the emergency permit may be extended to complete this restoration.

3. Notice. Notice of issuance of an emergency permit shall be mailed to Ecology and published in a newspaper having general circulation in the City of Camas not later than ten days after issuance of such permit.

4. Termination. The emergency permit may be terminated at any time without process upon a determination by the responsible official that the action was not or is no longer necessary to protect human health or the environment.

M. Revocation. In addition to other remedies provided for elsewhere in this chapter, the responsible official may suspend or revoke wetland permit(s) issued in accordance with this chapter and associated development permits, pursuant to the provisions of Appendix B – Administration and Enforcement, if the applicant or permittee has not complied with any or all of the conditions or limitations set forth in the permit, has exceeded the scope of work set forth in the permit, or has failed to undertake the project in the manner set forth in the permit.

N. Enforcement. At such time as a violation of this chapter has been determined, enforcement action shall be commenced in accordance with the enforcement provisions of Appendix B – Administration and Enforcement, and may also include the following:

1. Applications for City land use permits on sites that have been cited or issued an administrative notice of correction or order under Title 18, or have been otherwise documented by the City for activities in violation of this chapter, shall not be processed for a period of six years provided:

a. The City has the authority to apply the permit moratorium to the property;

b. The City records the permit moratorium; and

c. The responsible official may reduce or wave the permit moratorium duration upon approval of a wetland permit under this section.

2. Compensatory mitigation requirements under subsections C and D of this section may be increased by the responsible official as follows:

a. All or some portion of the wetland or wetland buffer impact cannot be permitted or restored in place; and

b. Compensatory mitigation for the impact is delayed more than one year from the time of the original citation or documentation of the violation.

ORDINANCE NO. 15-007

AN ORDINANCE adopting limited amendments to the Camas Shoreline Master Program to comply with new mandates from the Department of Ecology.

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

Section I

The Council makes the following findings:

A. The City of Camas has heretofore adopted a document entitled “Camas Shoreline Master Program” pursuant to Ordinance No. 2643 as the master program for regulations within the City, as required by Chapter 90.58, Revised Code of Washington.

B. The Washington State Department of Ecology has updated its Wetland Guidance Manuals and method of scoring for consistency with revised federal standards. The proposed amendments relate to Appendix C, Chapter 16.53 Wetlands, of the Camas Shoreline Master Program.

C. City staff received guidance from the Washington State Department of Ecology specific to the City’s Master Program update, to ensure compliance with state and federal laws and consistency with the Shoreline Management Act’s goals and policies.

D. The City has held public hearings before the Planning Commission and before the City Council, to consider the limited amendments to the Camas Shoreline Master Program and to allow public comment.

E. The limited amendments to the Camas Shoreline Master Program have been forwarded to the Department of Ecology for review and comment.

F. During the Department of Ecology’s 30-day comment period, the City received correspondence regarding the limited amendments, and minor revisions were made therein.

G. The City Council has modified the Camas Shoreline Master Program consistent with the recommendations of the Department of Ecology as relates to Appendix C, Chapter 16.53

Wetlands, of the Camas Shoreline Master Program.

H. The City desires to adopt the limited amendments to Appendix C, Chapter 16.53 Wetlands, of the Camas Shoreline Master Program.

Section II

Appendix C, Chapter 16.53 Wetlands, of the Camas Shoreline Master Program is hereby amended, as set forth in the attached Exhibit "A".

Section III

Upon the effective date of this ordinance, Appendix C of Chapter 16.53 shall supersede all prior adopted standards of Chapter 16.53 Wetlands, within Appendix C of the Camas Shoreline Master Program, adopted pursuant to Ordinance No. 2643, which shall have no further effect for any development, substantial development, conditional use, or variance, under application under the Shorelines Act made after the effective date of this Ordinance.

Section IV

This Ordinance shall take force and be in effect fourteen (14) days from the date of the Washington State Department of Ecology's written notice of final action to the City of Camas, stating the Department of Ecology has approved the proposed limited amendments, as indicated herein, to the Camas Shoreline Master Program.

PASSED BY the Council and APPROVED by the Mayor this _____ day of March, 2015.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

ORDINANCE NO. 15-008

AN ORDINANCE amending Camas Municipal Code Chapter 18.23, to allow for limited commercial uses within a planned residential development.

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

Section I

Section 18.23.020 – Definitions, of the Camas Municipal Code, is hereby amended to define “planned residential development” as follows:

18.23.020 – Definitions.

“Planned residential development” (hereinafter referred to as a PRD) means a development constructed on land of at least ten acres in size, designed and consistent with an approved master plan. A PRD is comprised of two primary components: single-family and multifamily units. The single-family component shall contain only single-family detached residences on lots equal to or greater than four thousand square feet. The multifamily component may contain either attached or detached single-family residences on lots smaller than four thousand square feet, or it may contain, but may not be limited to, duplexes, rowhouses, apartments, and designated manufactures homes, all developed in accordance with Section 18.23.030(A) of this chapter. Secondary components include park and recreational amenities, accessory uses, and limited commercial uses as provided in this Chapter

Section I

Subsections 18.23.030(A), (D), (E), and (G) – Scope, of the Camas Municipal Code, are hereby amended to provide as follows:

18.23.030 – Scope.

A. A PRD may be allowed in all R and MF zoning districts. Where residentially zoned land is contiguous to lands zoned for commercial uses, the City may, subject to a Development Agreement, provide for the inclusion of the commercial area into the PRD for the purposes of establishing continuity community design, pedestrian and commercial circulation, street scape standards and design, and effective transitions between commercial and residential uses.

D. Permissible uses within a PRD include any use listed as a permitted use or condition use in the applicable zones, as per CMC Chapter 18.07, when approved as part of a master plan. Notwithstanding an approved master plan, incidental accessory buildings, incidental accessory structures, and home occupations may be authorized on a case by case basis.

E. A minimum of fifty percent to a maximum of seventy percent of the overall permitted residential density of the PRD must be single-family homes.

G. Density standards and bonuses for the residential portion of a PRD shall be in accordance with CMC Sections 18.23.040 and 18.23.050.

Section III

This ordinance shall take force and be in effect five (5) days from and after its publication according to law.

PASSED BY the Council and APPROVED by the Mayor this _____ day of March, 2015.

SIGNED: _____
Mayor

SIGNED: _____
Clerk

APPROVED as to form:

City Attorney

ORDINANCE NO. 15-009

AN ORDINANCE amending Section 6.08.100(A), of the Camas Municipal Code.

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

Section I

Section 6.08.100(A) – of the Camas Municipal Code is hereby amended to provide as follows:

6.08.100 - Aggressive or vicious dogs—Determination procedures.

- A. Whenever the animal control officer has reason to believe that a dog has exhibited vicious or aggressive tendencies, he may issue to the owner thereof a notification charging the dog with being a Level 1, 2, 3 or 4 dog as appropriate. The aggressive dog notification shall further identify the requirements and restrictions for a dog of that level, and shall require the owner's compliance therewith. The aggressive dog notification shall also contain a request for hearing form by which the owner of the dog may request a hearing to contest the animal control officer's aggressive dog notification.

Section II

This ordinance shall take force and be in effect five (5) days from and after its publication according to law.

PASSED BY the Council and APPROVED by the Mayor this_____ day of March, 2015.

SIGNED:_____
Mayor

SIGNED:_____
Clerk

APPROVED as to form:

City Attorney