



CITY COUNCIL WORKSHOP MEETING AGENDA
Monday, April 6, 2015, 4:30 PM
City Municipal Center, 616 NE 4th Avenue

I. CALL TO ORDER


II. ROLL CALL

III. PUBLIC COMMENTS

IV. SPECIAL PRESENTATION

- A. 25-Year Anniversary Presentation to Fire Department Employees
Details: Longtime Fire Department employees, Gene Marlow and Mark Ervin, have recently celebrated 25 years with the City of Camas. Staff will be presenting them with their 25 Years of Service pins.
Presenter: Nick Swinhart, Fire Chief

V. WORKSHOP TOPICS

- A. Sewer Transmission Main Project Contract
Details: Otak, Incorporated and their sub-consultants have been working on the Sewer Transmission Main Project design with Camas staff and the regulatory agencies. Advertisement for construction bids on this budgeted project is imminent. The attached draft contract addresses the construction support needed by the consulting team.
Presenter: James Carothers, Engineering Manager
Recommended Action: Staff recommends this contract be placed on the April 20, 2015 Consent Agenda for Council's consideration.
-  [Sewer Transmission Main Contract](#)
[Sewer Transmission Main Project Funding Memo](#)
- B. NW Friberg/Strunk Street Improvements Change Order No. 4
Details: This change order, with McDonald Excavating, is for costs totaling \$23,995.54 for work completed by the contractor outside of the scope of the construction contract bid award. The work includes over excavation of soft spots, repair of damaged curb and sidewalk, tree relocation, ditch inlet modification, additional mobilization for paving, importing of soil for ditch and shoulder work, land surveying for grade changes on Goodwin Road, pouring a concrete base for the United States Postal Service community mailbox, and compensation for overtime worked by flaggers. The attached change order provides additional detail on these items.
Presenter: James Carothers, Engineering Manager
Recommended Action: Staff recommends this Change Order No. 4 be placed on the April 20, 2015 Consent Agenda.

 [Friberg Change Order 4](#)

- C. Water Treatment Plant (Slow Sand Filter) Bid
Details: On February 19, 2015, construction bids were opened for Project WS-709C Slow Sand Filter Water Treatment Plant. Bids came in above both the engineering estimate and the project budget. Staff has prepared and attached a memorandum providing information on funding, the importance of this project, as well as additional surface water transmission main replacement and installation projects, to maximize the Camas surface water rights.
Presenter: James Carothers, Engineering Manager
Recommended Action: The construction bid has also been placed on the April 6, 2015 Regular Meeting agenda for Council's consideration.

 [Water Treatment Plant Bids](#)

[Memo to Mayor and Council](#)

[Net Present Value Comparison](#)


- D. Community Development Miscellaneous and Updates
Details: Updates on miscellaneous or emergent items.
Presenter: Phil Bourquin, Community Development Director

 [April 14, 2015 Hearing Joint Cities Letter Draft](#)

- E. Renewal of Clark County Fire Department Mutual Aid Agreement
Details: For many years, all fire departments in Clark County have been signatories to the "Mutual Aid Agreement for Fire and Emergency Medical Services." This document provides for the sharing of resources and the guidelines for assisting neighboring agencies in time of need. This document has not been updated in recent memory. In 2014, the Clark County Fire Chiefs Association set out to update the agreement for all fire chiefs to sign. The attached document represents the updated document that the Camas-Washougal Fire Department (CWFD) Fire Chief is being asked to sign.
Presenter: Nick Swinhart, Fire Chief
Recommended Action: This item is for Council's information only.

 [Mutual Aid Agreement](#)

- F. Formation of the Board of Trustees for Volunteer Firefighters
Details: With the merger of the Camas and Washougal Fire Departments, the department absorbed the Washougal volunteer organization. Washington RCW 41.24.060 requires that any fire department with volunteer firefighters must form a Board of Trustees that is responsible for administering the volunteer firefighter pension system for the agency's members. This board must consist of: the Mayor, an appointed Council Member, Fire Chief, City Clerk and one member elected from the volunteer organization itself. Formation of the Board will require Council approval at a future meeting.
Presenter: Nick Swinhart, Fire Chief
Recommended Action: This item is for Council's information only.

- G. Parks and Recreation Watercraft Concession Agreement
Details: On November 4, 2014, the City advertised for a request for proposals for Watersports and Recreational Rentals Concession at Heritage Park for Lacamas and Round Lake waterways. Staff sent out three application packets and received one to consider. On December 10, 2014, the Parks and Recreation Commission recommended awarding the Watercraft Concession Agreement to Sweetwater SUP for the 2015 season. The season runs from June 15, 2015 to September 7, 2015, with the ability to extend the season at the City's discretion, additional fees would apply. The City will collect \$1,500.00 in consideration for exclusive use of City property to conduct the rental business at Heritage Park.
Presenter: Jerry Acheson, Parks and Recreation Manager
Recommended Action: Staff recommends this item be placed on the April 20, 2015 Consent Agenda.
 [Agreement for Watercraft Concession](#)
- H. A Request to City Council from the Grass Valley Elementary Parent-Teacher Association (PTA) to Hold a Raffle
Details: Camas City Ordinance 09.20.090 authorizes certain charitable organizations to hold raffles within the city limits provided that they receive written permission from the Camas City Council. The Grass Valley PTA requests permission to hold a raffle in conjunction with their 2015 Silent Auction and School Carnival Night.
Presenter: Mitch Lackey, Chief of Police
Recommended Action: Staff recommends this item be placed on the April 20, 2015 Consent Agenda.
- I. City Administrator Miscellaneous Updates and Scheduling
Details: Updates on miscellaneous or scheduling items.
Presenter: Pete Capell, City Administrator

VI. COUNCIL COMMENTS AND REPORTS

VII. PUBLIC COMMENTS

VIII. 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.

Exhibit A Otak Inc

DRAFT Scope of Work March 27, 2015

STEP Sewer Transmission Main – Services During Construction City of Camas, Washington Camas Project: WS-714

This scope of work is to provide services during construction for the Septic Tank Effluent Pipe (STEP) project for the City of Camas. Otak and subconsultants will provide construction survey services, archeological testing, archeological monitoring, submittal review, responses to requests for information, and designs or design revisions as needed or requested. Specific tasks include:

Task 1 Construction Staking

This task will be conducted by Otak and will include:

- Perform office calculations for all staking requests.
- Locate existing control points, and set and maintain survey control for the duration of the construction.
- Provide one set of stakes for high visibility and silt fencing.
- Provide one set of stakes for temporary construction and utility easements where needed.
- Mark trees for removal.
- Provide one set of stakes for pipeline construction including structures. These will be placed at horizontal angle points and vertical grade changes. They will be stationed, labeled and marked for cut to invert elevations. The Contractor will be provided with one set of cut sheet notes.
- Provide one set of stakes for air release valve vaults with grades.
- Provide one set of stakes for the locator stations.
- Provide one set of stakes for restoration work, including curb, sidewalk, pavement and striping.

Task 2 Archaeological Excavations of Site 45CL123

Construction of the STEP Sewer Transmission Main project will impact archaeological site 45CL123, which is located on the north site of SR-14, south of the City's Operations Center,

Scope of Work

Continued

on City-owned land.

This scope of work is to test and evaluate archaeological site 45CL123 through controlled excavations, and includes

- Excavation of up to four square 50x50-centimeter (cm) (20x20-inch [in]) units (or combinations of them to make two 50x100-cm [20x40-in] units) in the proposed construction corridor. Collection of up to 400 artifacts is anticipated.
- Excavation of the units will include sampling the archaeological deposits in order to characterize the archaeological materials present in the portion of the site that cannot be avoided during construction.

Test units will be excavated to the base of the deposits, which is anticipated to be the cobble layer underlying the archaeological deposits. Excavated sediments will be screened using nested 6.4- and 3.2-millimeter ($\frac{1}{4}$ - and $\frac{1}{8}$ -in) mesh hardware cloth. Recovered artifacts will be collected and bagged by provenience and taken to the AINW laboratory in Portland for processing.

The excavation units will be mapped using a Global Positioning System unit. If features are present, samples of charcoal will be obtained for radiocarbon dating; the budget will accommodate up to two samples. If obsidian debitage and tools are present, they will be analyzed to determine raw material sources and assess hydration measurements to determine the relative age of associated site deposits; the budget will accommodate up to eight obsidian artifacts. Artifacts will be prepared for curation of the Burke Museum. Documents will also be curated at the Burke Museum. The report, after acceptance, will be submitted to Otak, City, DAHP, and the Tribes with whom the City normally distributes archaeological reports.

Assumptions:

- Shovel test units will be placed within the proposed construction corridor in the area where the soil appears to be intact and where shovel tests appeared to have the greatest density of artifacts.

Task 3 Archeological Site Monitoring

This task will be conducted by Archeological Investigations Northwest (AINW) and will include:

Task 3.1 Monitoring During Construction

Construction monitoring will include a pre-construction meeting with construction and project personnel to ensure contact information is accurate and procedures are understood.

Three areas will be monitored:

- Site 45CL123 at the base of SR 14 (approximately 700 feet)
- Polk Street (approximately 1200 feet)
- Site 45CL654 3rd Loop to the north side of the Washougal River (approximately 500 feet)

Task 3.2 Monitoring Summary Report

A report summarizing the field efforts and results will be prepared upon conclusion of the field monitoring. The summary report will include maps of the locations monitored and photographs showing the extent of the monitoring will be included.

Assumptions:

- Contractor to provide 72 hours notice prior to the initiation of monitoring.
- In-field time and travel time to and from the jobsite, plus coordination and paperwork tasks such as down loading photographs are included in this scope.
- If overtime is incurred by field monitors due to long days or monitoring on a weekend, the billing rate will be 1.5 times the straight-time rate if overtime is incurred by the employee.
- No artifacts will be collected and no new sites will be found. If artifacts are found that need to be collected, or possible archaeological discoveries are made, a site form or additional work would be needed to satisfy federal and state compliance and agency review, and that would be done at additional cost.
- This is an hours-based task. Services shall be provided up to the hours included in the fee estimate.

Task 4 Project Meetings

This task is for attendance by the consultant team at construction meetings. These will be attended when requested by the Construction Manager.

Assumptions:

- Assumes attendance by Otak at a pre-construction meeting and 5 construction meetings.
- Assumes attendance by AINW at 2 construction meetings to discuss archeological issues.
- Assumes attendance by APEX at 2 construction meetings to discuss geotechnical issues.
- Meeting agendas will be prepared by others.
- Meeting minutes will be written by others.
- Number of meetings has been estimated for budgeting purposes.

Deliverables

- None

Scope of Work

Continued

Task 5 Project Submittals and RFIs

This task will be conducted by the design team and will include:

Task 5.1 Project Submittals

Review Requests for Approval (RAMs) and other material submittals as requested by Construction Manager (CM) and provide written responses. Efforts will include the review and response to submittals.

This task will be conducted by the design team and will include:

- Review Requests for Approval of Materials (RAMs) and other material submittal documents as requested by the City.

Assumptions:

- Assumes review of 10 submittals
- Construction Manager will provide submittals and RAMs for review.

Deliverables

- Memo of response to submittal or RAM approval request

Task 5.2 Review and Respond to Requests for Information

The design team will provide interpretations and clarifications of contract documents. Effort includes services to research, respond, and document each RFI.

This task will be conducted by Otak and will include:

- Review and respond to RFIs

Assumptions:

- Assumes 10 RFI's by Otak, Inc.
- Assumes 3 RFI's by APEX Inc
- Construction Manager will provide submittals and RAMs for review.

Deliverables

- Memorandum of response to RFIs

Task 5.3 Review and respond to Change Orders

Assist CM with reviewing technical merit associated with change order requests. This task will be conducted by Otak and will include:

- Review and respond to Change Orders

Assumptions:

- Assumes 5 change orders
- This scope does not include the preparation of new designs or drawings

Deliverables

- Written responses to change order requests.

Task 6 On-Site Field Observation Services

This task includes on-site field design support services to assist the Construction Manager with a review of field construction activities. The field design support services will be provided by either the project manager, or one of the project discipline engineers, depending on the type of construction activities.

Assumptions:

- 5 site visits

Deliverables:

- Field Observation Reports to document conditions, site observations, and recommendations

Task 7 Design Modifications

This task is to provide requested revisions provisions for providing City requested design revisions throughout the Project. The design team will revise and/or provide new plans and designs as needed and as requested. This task will be conducted by Otak and will include:

- Revise or provide new plans and designs as needed and as requested (

Assumptions:

- Assume 8 hours engineering and 20 hours of drafting allotted towards this task.
- This is a contingency item only to be executed via written (email acceptable) request from the City.

Deliverables

- Signed, stamped design drawings, estimates, and specifications as needed

Task 8 Record Drawings

Upon completion of construction, Record Drawings will be prepared, based upon the information compiled and furnished by CM and Contractor along with any related as-built data compiled throughout the course of the construction effort. This task will include:

- Attendance at one coordination meeting to assist in resolving any clarifications to the data.
- Provide pre-pave survey data in accordance to project contract provisions.
- Revise STEP drawings based upon survey data collected under Task 1, revisions recorded by the Construction Manager and Contractor notes and diagrams. Provide revised set to City for review. Revise and submit final record drawings.
- Final record drawings will meet the standards of the City.

Scope of Work

Continued

Assumptions:

- City will provide record drawing information from Contractors.
- Record Drawings will be comprised of CAD drafted field markups.

Deliverables

- As-built drawings in hard copy and electronic format

Task 9 Project Management

This task will be conducted by the design team and will include:

- Prepare invoicing, subconsultant agreements, and general project management tasks (Otak and all subconsultants).
- Prepare monthly project progress reports with each monthly invoice that identifies work performed for the previous month.

Assumptions:

- Project lasts until December 31, 2015.

Deliverables

- Monthly invoices and progress reports, including spreadsheet to track expenditures
- Review and comments on meeting minutes

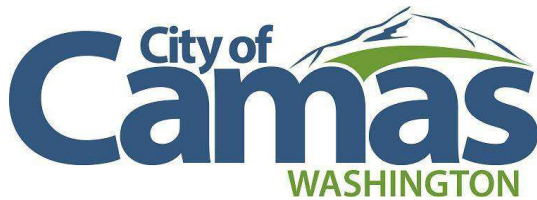
Camas STEP Sewer Transmission Main - Services During Construction

Fee Estimate

Summary of Otak, Inc. and Subconsultants

Otak Project # 16579.B

<i>Task</i>	<i>Description</i>	Otak	APEX LLC	AINW		<i>Total Hours</i>	<i>Total Budget by Task</i>
1	Construction Staking	198				198	\$26,280
2	Archeological Investigations Site 45CL123			426		426	\$30,826
3	Archeological Site Monitoring						
3.1	Monitoring During Construction			370		370	\$27,813
3.2	Monitoring Summary Report			52		52	\$4,338
4	Project Meetings	16	16	4		36	\$5,534
5	Project Submittals and RFIs						
5.1	Project Submittals	24				24	\$2,856
5.2	Review and Respond to Requests for Information	24	16			40	\$5,896
5.3	Review and Respond to Change Orders	17				17	\$2,153
6	On-Site Field Observation Reports	24				24	\$3,116
7	Design Modifications	28				28	\$2,612
8	Record Drawings	120				120	\$10,940
9	Project Management	28				28	\$1,732
	<i>Total Hours</i>	479	32	852		1363	
	<i>Total Labor Cost</i>	\$54,449	\$6,080	\$63,567			\$124,096
	<i>Direct Expenses</i>	\$500		\$6,818			\$7,318
	<i>Subconsultant Administration</i>	\$3,823					\$3,823
	Project Total	\$58,772	\$6,080	\$70,385			\$135,237



MEMORANDUM

Date: 03-31-2015

To: Council and Mayor

From: Staff

Subject: WS-714 – STEP Sewer Transmission Main – Funding Update

The purpose of this memo is to summarize the funding, expenditures to date, and projected costs to complete this project. All numbers are rounded to the nearest thousand dollars.

<u>Item</u>	<u>Funding</u>	<u>Expenses</u>
PC13-961-052 PWTF Loan Amount:	\$3,740,000	
15% Local Match Requirement (Includes Staff Time and Sewer Fund)	\$ 660,000	
Total Spent To Date: (Includes All Permitting, Design, Construction costs to date)		\$ 723,000
Staff Time Expenditures (to date)		\$ 25,000
<i>Construction Professional Services</i>		<i>\$ 135,000</i>
Estimated Remaining Construction Costs (Includes Contingencies)		\$3,400,000
=====		
Totals	\$4,400,000	\$4,283,000
=====		
Contingency =	\$ 117,000	



City of Camas
Contract Change Order No.: FOUR
Date: March 5, 2015

Contract for S-566 NW Friberg Street/NW Goodwin Road Improvements

TO: McDonald Excavating, Inc., 2719 Main Street, Washougal, WA
(Contractor)

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

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
A. Over- Excavation and Repair Soft Spot at STA 36+50 (SCHEDULE "A") LUMP SUM		\$ 797.43
B. Repair Damaged Curb and Sidewalk STA 13+50 (SCHEDULE "A") LUMP SUM		\$ 1,239.79
C. Relocate Trees to Avoid Power Lines (SCHEDULE "A") LUMP SUM		\$ 1,732.50
D. Modify Ditch Inlet – 2 Each @ \$1,807.00 (SCHEDULE "A")		\$ 3,614.00
E. Additional MOBE for Paving 2 EA at \$1,100.00 (SCHEDULE "A")		\$ 2,200.00
F. Import Soil and Grade Shoulder and Ditch (SCHEDULE "A") LUMP SUM		\$ 1,896.14
G. Add'l Land Surveying for Goodwin & Camas Meadows Changes (SCHEDULE "A") L.S.		\$ 616.00
H. Install Concrete Mail Box Pad for USPS (SCHEDULE "A") LUMP SUM		\$ 594.00
I. Compensation for Flagger Overtime 578 O.T. Hours @ \$19.56 = (SCHEDULE "A")		<u>\$11,305.68</u>
Net Change in Contract Price:		<u>\$ 23,995.54</u>

NOTES: Item A: After paving a large soft spot (5' x 13' x 1.5') was found, removed, and repaired near STA 36+50. Work Approved By Norm Wurzer, Field Inspector Item B: A Hit and Run Vehicular accident occurred overnite on the east side of Friberg in the vicinity of STA 13+50. There was significant damage to new curbs, sidewalk, and landscaping. A report was made to the Camas P.D.- Replacement of damaged curb, sidewalk, and landscaping was performed by the Contractor at the request of the Project Manager, Jim Hodges. Item C: A substantial number of trees were relocated to avoid future conflict with the power lines installed by CPU. The trees had been originally planted as depicted in the project plans, which was determined to be in conflict with overhead power lines. The trees were relocated as directed by the Field Inspector, Norm Wurzer. Item D: (2) Separate Ditch Inlets were modified and with trash racks. Approved by Jim Hodges, Project Manager; and Kelly Bachelder, P.E., Item E: Paving of the Base-Lift of Asphalt was accomplished by preparing the subgrade and placing CSBC in (3) separate sections. The resulting product quality was far better than would have occurred if the project had been paved in (2) Lifts. The resulting method resulted in (2)

Separate MOBILIZATIONS for the Paving Subcontractor at a cost of \$1,100 per each. Approved by Jim Hodges, P.M. **Item F:** The shoulder and ditch-line adjacent to the NW Corner of NE 202nd and NE 13th was shaped and graded to properly match-in with the new utility vaults, and so it would drain properly in both directions. This required the importation of additional top soil material and grading well beyond that shown in the plans. Approved by Kelly Bachelder, P.E. and Jim H., P.M. **Item G:** Additional Land Surveying for Grade Changes at Goodwin and Camas Meadows Drive. Approved by Jim Hodges, P.M.; and Kelly Bachelder, P.E. **Item H:** The Contractor prepared subgrade and constructed a concrete pad to be used for the installation of a new USPS Mail Box Facility. Approved by Jim Hodges, P.M. **Item I:** Compensation for FLAGGER Overtime. The Bid Quantity for Flaggers and Spotters was 1680 Hours at \$50 per Hour. The Final Pay Quantity for this item is almost 4,000 Hours. Of this amount, the Contractor had 722 Hours of Flagger Overtime. While there were efforts made to limit the amount of Flagging required during construction, the proximity of Union High School, the demanding construction schedule, and the very high volume of vehicles and school buses required additional flagging hours in order to maintain a safe working environment for everyone involved. Approved by Jim Hodges, P.M. Under the Contract Specifications the Contractor is entitled to renegotiate the cost of this Bid Item based on the sizable over-run in hours. The Contractor has agreed to hold his Bid Price of \$50 per hour for all Straight-Time Hours logged, and has requested payment for the additional Overtime Hours worked, excluding the 144 Hours excluded by CO #2, as detailed in this item.

The amount of the contract, prior to sales tax, will be (decreased) **(INCREASED)** (UNCHANGED) by the sum of: **Twenty Three Thousand, Nine Hundred Ninety Five Dollars and 54/100's (\$23,995.54)** plus Applicable Sales Tax.

The contract total, including the original contract total, this and previous change orders will be: **Four Million, Two Hundred Eighty One Thousand, Nine Hundred Sixty Six Dollars and 80/100's (\$4,281,966.80).** plus Applicable Sales Tax.

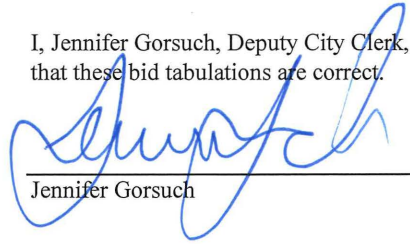
The contract period provided for completion will be **(UNCHANGED):** 0 days.

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

Requested	<u>James Hodges</u>	<u>3/31/2015</u>
	Project Manager	Date
Recommended	<u>Kelly Bachelder</u>	<u>3/31/2015</u>
	Engineering Manager	Date
Accepted	<u>Jim Hodges</u>	<u>3/31/15</u>
	Contractor	Date
Approved	_____	_____
	Mayor	Date



I, Jennifer Gorsuch, Deputy City Clerk, hereby certify
that these bid tabulations are correct.

 2/20/15

Jennifer Gorsuch Date

PROJECT NO. WS-709C				Engineer's Estimate: \$4,539,792.00 Deductive Alternate: \$350,000		Rotschy, Inc. 9210 NE 62nd Avenue Vancouver, WA 98665		Tapani, Inc. 1904 SE 6th Place Battle Ground, WA 98604		Stellar J Corporation 1363 Down River Drive Woodland, WA 98674		McClure and Sons, Inc. 15714 Country Club Drive Mill Creek, WA 98012	
DATE OF BID OPENING: February 19, 2015, 2:00 p.m. Entered by: RLS						360.334.3100		360.687.1148		360.225.7996		425.316.6999	
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
	Lump Sum Bid Price For All Work Except Trench Safety, Overexcavation and Backfill, Overexcavation, Cash Allowance, and Project Documentation (Bid Items 2-6)	LS	1.00	\$4,100,000.00	\$4,100,000.00	\$5,233,690.59	\$5,233,690.59	\$5,450,000.00	\$5,450,000.00	\$5,557,000.00	\$5,557,000.00	\$5,740,125.00	\$5,740,125.00
2	Shoring, Trench Safety System (\$1.00 min./LF)	LF	5,400.00	\$5.00	\$27,000.00	\$1.00	\$5,400.00	\$1.00	\$5,400.00	\$1.00	\$5,400.00	\$1.00	\$5,400.00
3	Overexcavation and Backfill with Granular Fill	CY	1,500.00	\$10.00	\$15,000.00	\$20.00	\$30,000.00	\$12.00	\$18,000.00	\$45.00	\$67,500.00	\$40.00	\$60,000.00
4	Cash Allowance for Furnishings and Laboratory Supplies	LS	1.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
5	Erosion Control and Water Pollution Control	LS	1.00	\$26,000.00	\$26,000.00	\$16,000.00	\$16,000.00	\$25,000.00	\$25,000.00	\$23,000.00	\$23,000.00	\$20,000.00	\$20,000.00
6	Project Documentation (\$10,000 minimum bid)	LS	1.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
SUBTOTAL					\$4,188,000.00	\$5,320,090.59	\$5,533,400.00	\$5,687,900.00	\$5,860,525.00				
8.4% WA STATE SALES TAX					\$351,792.00	\$446,887.61	\$464,805.60	\$477,783.60	\$492,284.10				
CONTRACT TOTAL (BASIS OF AWARD)					\$4,539,792.00	\$5,766,978.20	\$5,998,205.60	\$6,165,683.60	\$6,352,809.10				

DEDUCTIVE ALTERNATE

1	ALTERNATE TO DELETE ROUGHING FILTER AS Described as Follows: ON Sheet 01-S-311 Delete North Wall of Roughing Filter; Delete North 31 feet of West Wall, East Wall, West Wall and Floor Slab; Delete wall in Roughing Filter at 31 feet to 32 feet 6 inches south of North Wall; Delete Steel Stair on South Side of Roughing Filter; Leave walls and floor that are more than 31 feet from north wall of Roughing Filter; Sheet 01-M-311 Delete Underdrain Pipe, Filter Sand, and Filter Gravel in North 31 Feet of Roughing Filter; Delete Roughing Filter Overflow Pipe; Cap 12 inch Diameter Underdrain Header at North Side of Wall to Pipe Gallery	LS	1.00	(\$350,000.00)	(\$350,000.00)	(\$192,000.00)	(\$192,000.00)	(\$220,000.00)	(\$220,000.00)	(\$161,600.00)	(\$161,600.00)	(\$200,000.00)	(\$200,000.00)
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PROJECT NO. WS-709C				Pacific Crest Construction, Inc. 19410 Hwy 99 Ste. A PMB 137 Lynnwood, WA 98036		Triplett Wellman, Inc. 1717 Mt. Jefferson Ave. PO Box 160 Woodburn, OR 97071 503.982.4188	
DESCRIPTION: SLOW SAND WATER TREATMENT PLANT							
DATE OF BID OPENING: February 19, 2015, 2:00 p.m. Entered by: RLS				425.513.8979			
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
	Lump Sum Bid Price For All Work Except Trench Safety, Overexcavation and Backfill, Overexcavation, Cash Allowance, and Project Documentation (Bid Items 2-6)	LS	1.00	\$6,230,000.00	\$6,230,000.00	\$6,355,000.00	\$6,355,000.00
2	Shoring, Trench Safety System (\$1.00 min./LF)	LF	5,400.00	\$2.00	\$10,800.00	\$1.00	\$5,400.00
3	Overexcavation and Backfill with Granular Fill	CY	1,500.00	\$24.00	\$36,000.00	\$65.00	\$97,500.00
4	Cash Allowance for Furnishings and Laboratory Supplies	LS	1.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
5	Erosion Control and Water Pollution Control	LS	1.00	\$25,000.00	\$25,000.00	\$18,200.00	\$18,200.00
6	Project Documentation (\$10,000 minimum bid)	LS	1.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
SUBTOTAL					\$6,336,800.00	\$6,511,100.00	
8.4% WA STATE SALES TAX					\$532,291.20	\$546,932.40	
CONTRACT TOTAL (BASIS OF AWARD)					\$6,869,091.20	\$7,058,032.40	
					Did not submit Proposed Subcontractors document.		
DEDUCTIVE ALTERNATE							
1	ALTERNATE TO DELETE ROUGHING FILTER AS Described as Follows: ON Sheet 01-S-311 Delete North Wall of Roughing Filter; Delete North 31 feet of West Wall, East Wall, West Wall and Floor Slab; Delete wall in Roughing Filter at 31 feet to 32 feet 6 inches south of North Wall; Delete Steel Stair on South Side of Roughing Filter; Leave walls and floor that are more than 31 feet from north wall of Roughing Filter; Sheet 01-M-311 Delete Underdrain Pipe, Filter Sand, and Filter Gravel in North 31 Feet of Roughing Filter; Delete Roughing Filter Overflow Pipe; Cap 12 inch Diameter Underdrain Header at North Side of Wall to Pipe Gallery	LS	1.00	(\$250,000.00)	(\$250,000.00)	(\$177,000.00)	(\$177,000.00)



Memorandum

TO: Mayor & Council
FROM: Camas Engineering Staff
DATE: 4/1/2015
SUBJECT: WS-709C WATER TREATMENT FACILITY (Slow Sand Filter) Bid Opening - Project Update and Budget Summary

Introduction

In 2011 Camas applied for, and was awarded, a Drinking Water State Revolving Fund (SRF) Loan (#DM12-9352-089) in the amount of \$7,920,792.00 at an interest rate of 1% for 24 years, by the Washington State Department of Health (DOH) – Office of Drinking Water. This Loan was intended to fund all of the components that make up the so-called 544' ZONE WATER SYSTEM IMPROVEMENTS. The overall project scope and loan amount were developed with assistance from CH2M-Hill. To date, Camas has constructed about 18,000 lineal feet (L.F.) of new water transmission main, and has completed design of the new Slow Sand Filter, which will be the heart of the new surface water delivery system. The Slow Sand Filter project was bid on February 19, 2015 and has not been awarded to date.

Completed Work - Project and Budget Summary

	Expense	SRF Loan
DOH – SRF Loan Proceeds		\$ 7,920,792
1% Loan Fee	\$ 79,208	
WS-709D Transmission Main Construction	\$ 2,464,584	
WS-709D Testing – Carlson Testing, Inc.	\$ 8,687	
CH2M-Hill Design Contract	\$ 747,911	
Property Acquisition from Longview Timber	\$ 35,000	
Clark County Permits	\$ 50,000	
Sub-Total	\$ 3,385,390	
Remaining Loan Proceeds		\$ 4,535,402

Remaining Work – Projects and Budget Summary

WS-709C Slow Sand Filter Bid	\$ 5,766,979
S&B Instrumentation Bid	\$ 189,130
CH2M-Hill Construction Management Proposal	\$ 294,000
WS-709C Materials and Special Inspections – (est.)	\$ 40,000
Satellite Wells Acquisition	\$ 50,000
Septic Tank and Dry Well	\$ 30,000
Contingency (Sub-Total = \$6,370,109) @ 12.5% =	\$ 795,000
Sub-Total	\$ 7,165,109

CPU Energy Incentive Rebate (est.)	\$ 250,000
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Current Funding Deficit -	(\$ 2,629,707)
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Other Considerations

The total length of 12" Transmission Main for the surface water system is about 33,000 L.F. To date, approximately 18,000 L.F. has been replaced. About half of the remaining 15,000 feet is in very poor condition and should be replaced immediately. The remaining section, between the Chlorine Station and the Jones/Boulder Intertie is in good condition, and will last another 10 to 20 years.

Also, the existing 8" Boulder Intake pipeline is under-sized for the total Boulder Water Right. Installation of a parallel 8" pipe to serve Boulder should be installed with the current project in order to optimize use of the existing water right. The cost of the 7,500 L.F. of 12", and 7,300 L.F. of parallel 8" pipelines are listed below.

Consistent and reliable flow of water to the filters will help us maximize the use of our surface water, which will help us realize the greatest benefit of using this surface water source. When a leak occurs the entire surface water system is shut down until repairs are made. It's estimated that Camas will save up to \$250,000 annually in pumping costs by optimizing our use of surface water. Additionally, several of our larger commercial customers have indicated a strong preference for our surface water because of its very low amount of dissolved minerals. The *Net Present Value Considerations* memorandum prepared by CH2MHill indicates that the slow sand filter option for water treatment remains the best alternative if the City wishes to continue to use the surface water rights.

Cost of Additional Water Transmission Main (Includes 7,500 L.F. of 12" Pipe, Engineering, C.M., Permitting, Easements, and contingencies – Estimated by CH2M-Hill)	\$ 1,600,000
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Cost of Parallel Boulder Pipeline (Includes 7,300 of 8" Pipe, Engineering, C.M., Permitting, Easements, and contingencies – Estimated by CH2M-Hill)	\$ 1,100,000
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Total Funding Deficit	(\$ 5.3 million)
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POSSIBLE FUNDING STRATEGIES

Staff contacted and spoke with Clark Halversen at DOH regarding the overall project goals and budget shortfall. Clark and his staff expressed very strong support for our project, and noted that the goal of consolidating several small private utilities within the Camas Utility were significant benefits to the Department of Health. Clark recommended that Camas apply for additional SRF funding in the fall of 2015. The project would score very high in "READINESS TO PROCEED" and "CONSOLIDATION", and would easily be eligible for Loan Forgiveness at 50%.

Additional DW-SRF Grant (w/50% Forgiven)	\$ 5.0 to 6.0 million
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RATE IMPACTS – Summary

FCS Group was consulted regarding possible impacts to our current rate structure. Several Scenarios were evaluated. With a conservative growth assumption within the system, staff finds the most likely scenario for funding all of the remaining work would have the following impact on rates and system reinvestment:

With a new \$6.0 million SRF Loan, with \$3.0 million forgiven principal and a 1.0% interest rate for a 20-year term, rates could remain at the currently adopted annual growth rate through 2018; system reinvestment would need to go down from \$625,000 to \$800,000 per year to \$450,000 to \$600,000 per year. However, the growth is trending higher than the model assumptions, and there will likely be a higher end-of-rate study fund balance in 2018 than originally anticipated.

Slow Sand Filter Plant Update of Net Present Value

PREPARED FOR: City of Camas

COPY TO:

PREPARED BY: Lee Odell, CH2M HILL

DATE: March 6, 2015

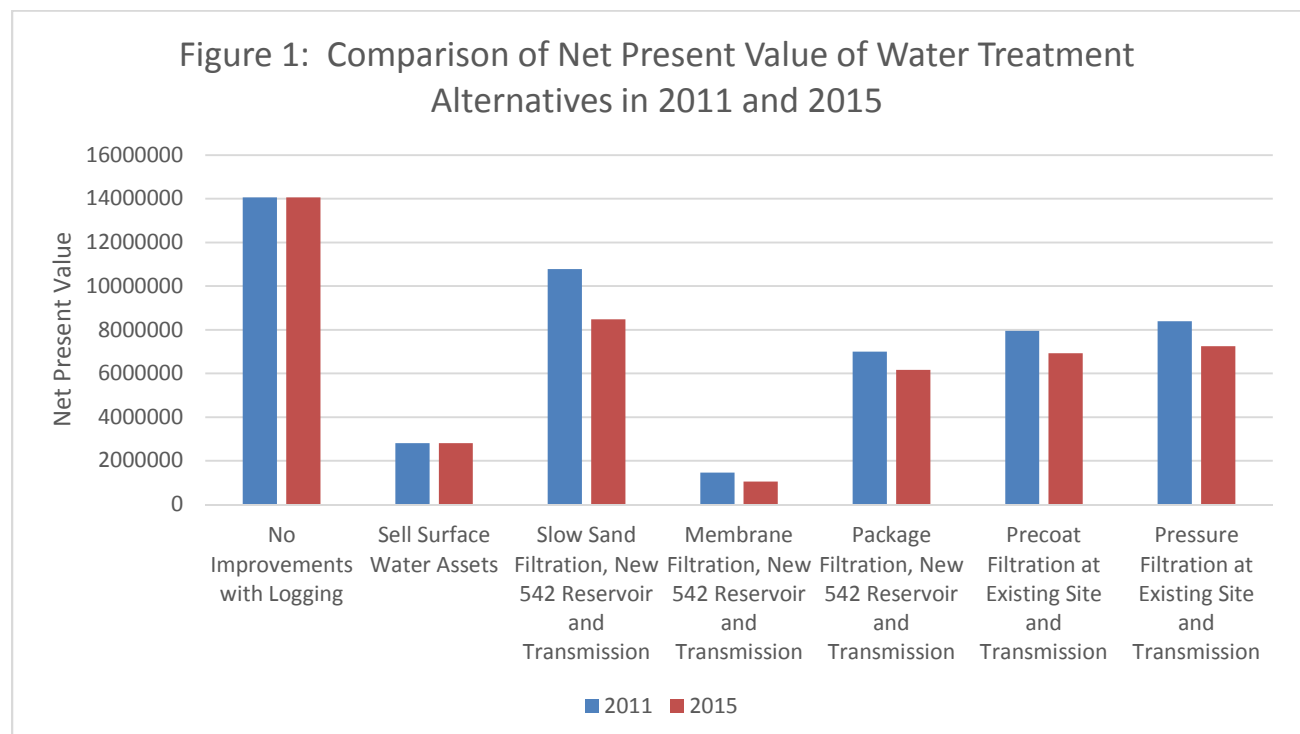
PROJECT NUMBER: 653244

This memorandum compares the original assumptions envisioned in the water supply options study with the current situation and costs of the slow sand filter plant.

The original water supply study included seven options as follows:

1. Logging the watershed
2. Selling the assets associated with the surface water supply
3. Constructing Slow Sand Filters
4. Constructing Membrane Filters
5. Constructing Package Conventional Water Treatment Plant
6. Constructing Diatomaceous earth (or Pre-Coat) Filtration
7. Constructing New Pressure Filters

The net present values for each of these seven alternatives calculated in 2011 for the study is shown in Figure 1, as well as the current Net Present Values.



All of the alternatives had a positive net-present value for a number of reasons, including:

- The value of the watershed would continue to grow
- Energy is saved by not having to pump the wells to the highest pressure zones
- Lumber sales could off-set the capital and O&M costs to a large degree

In addition, high-tech businesses like the low silica content in the surface water supply. The slow sand plant was selected as the preferred alternative for a couple of reasons:

- It could be located at a higher elevation and could feed into the highest pressure zone
- It had the lowest capital and operating cost of any of the alternatives

In 2011, the capital cost estimate for the slow sand plant was \$3.4million and the total capital cost was estimated at \$8.1 million including transmission improvements.

The current slow sand plant low bid is \$5.7 million dollars, including tax. The total project cost has increased to \$10.6 million. Among the reasons for the increase in cost of the slow sand plant are:

- The early version assumed a balanced cut and fill with native material and included a liner for the slow sand cells.
- The geotechnical report conducted for design determined that the materials must be excavated to rock and could not be used as structural fill. The filter cells were also changed from a liner to concrete.

To compare the costs with the current costs, the Net Present Values were updated to 2015 costs using the actual transmission costs. The other alternatives were escalated to current day costs.

Although the costs have increased, the slow sand plant's lower O&M cost makes it a better option than other treatment alternatives.



April 2, 2015

Councilor Tom Mielke, Chair
Councilor David Madore
Councilor Jeanne Stewart

Subject: April 14, 2015, hearing on EIS alternatives and adjusted growth assumptions for the Clark County Comprehensive Plan.

Honorable Councilors:

On behalf of the cities of Clark County, we offer the enclosed testimony for the April 14 hearing. We appreciate the opportunity for input.

EIS Alternatives

As cities we support including Alternative 3 to evaluate the cities UGA proposals, and do not object to having some form of a rural alternative. However, the extent of rural changes envisioned in Alternative 4 raises significant concerns about impacts to cities in this process and beyond:

- Alternative 4 was originally discussed as simply recognizing existing lots, but County data indicates it would allow for future creation of 11,109 more new rural and resource building lots than could be created under current zoning.
- A significant portion of this growth would be adjacent or near to existing urban areas, impacting cities in two ways: In the short term, it would add to the demand for roads, schools, and other public services within urban areas; in the long term, it would create small parcelization that could prevent or limit future urban development for jobs or other purposes.
- From a process standpoint, including Alternative 4 as envisioned would add significantly to the time and cost of the upcoming EIS review and Comprehensive Plan update. Including it in the EIS will also create widespread community expectations that something similar be adopted.

- Adopting Alternative 4 as envisioned could pose substantial legal risk to the overall Comprehensive Plan update. It allows widespread density increases on resource lands and rural lands next to them, which appears inconsistent with the past emphasis by the Courts in Clark County on resource land protection.

Some of these concerns impact Clark County more directly than cities, but as partners in this adoption process and neighbors, cities will not be immune. We urge the Board to consider the following adjustments:

EIS Recommendations:

- 1) *To avoid precluding efficient future urban growth, only including properties 1 mile or more from existing UGAs in Alternative 4.*
- 2) *To make Alternative 4 consistent with its stated vision of recognize existing legal lots, only include properties which were segregated before 1994 in the Alternative. Segregation information is readily available from assessor data and can be easily incorporated into the mapping.*
- 3) *Ensure that the EIS analyze the full range of Alternative 4 impacts to public services, as well as the following as required by law:*
 - a) *Impacts to adjacent cities - WAC 197-11-060(4)(b)*
 - b) *Long as well as short term impacts -WAC 197-11- 060(4)(c)*
 - c) *Consideration of similar impacts from other current projects also calling for rural intensification, such as the proposed Rural Industrial Land Bank, and proposed removal of limits on the number of employees in rural home occupations. - WAC 197-11-060 (3)(b)*

Growth Forecasts and Assumptions

The cities continue to support Board's overall objectives stated throughout this process of emphasizing jobs over housing growth, and of keeping cities "whole" by not forcing unrequested reductions or expansions of Urban Growth Areas (UGAs) beyond the site specific UGA changes the cities have proposed. We support the new modest adjustment to the original growth forecasts and allocations proposed by staff, *provided* that they continue to support these objectives, as we understand they are intended to do.

However, we oppose more fundamental changes to the assumptions, such as requests to increase the countywide population forecasts to match the past 50-year trend, or to significantly increase the assumed amount of residential lands needed for infrastructure. These or other changes that increase residential land supplies beyond the current proposal are not

technically warranted, and would undermine the jobs priorities you have set, and impose unwanted UGA changes on the cities. Please refer to our November 2014 correspondence for documentation. Overall, we believe the updated assumptions proposed provide sufficient amounts land for local jurisdictions to fully accommodate growth.

Assumptions Recommendations:

- 1) Adjust growth forecasts and allocations as necessary to maintain consistency with city proposals for expanding/maintaining UGAs*
- 2) Avoid larger changes in assumptions which undermine jobs goals or force unrequested UGA reductions or expansions.*

We again appreciate the opportunity for input, and the inclusive process that you and your staff have led. The cities do have concerns about the process in which Alternative 4 has been developed in recent weeks. Some of this may be a result of the difficulties in expanding what had been a concise Comprehensive Plan update process focused on jobs and a handful of site specific UGA changes, and then grafting onto it widespread density changes throughout the rural area. As noted in Board discussion at the March 11 worksession, there is no requirement that rural changes be completed by June 2016, as there is for the urban changes. As the process moves forward, we respectfully request you consider options for decoupling the two processes.

Sincerely,

City of Battle Ground

City of Camas

City of La Center

City of Ridgefield

City of Vancouver

City of Washougal

City of Woodland

**MUTUAL AID AGREEMENT
(WITH AUTOMATIC AID PROVISIONS)
FOR FIRE AND EMERGENCY MEDICAL SERVICES**

This Agreement is entered into between the undersigned Fire Protection Districts, Regional Fire Authorities and Cities all of which are municipal corporations of the State of Washington.

RECITALS

1. This agreement is entered into under the authority of chapter 39.34 RCW, the Interlocal Cooperation Act.
2. Each of the parties owns and maintains equipment for the suppression of fires and for the supplying of emergency medical services. Each of the parties also retains fire fighting and emergency medical service personnel who are trained to provide various levels of fire protection and emergency medical services.
3. The geographical boundaries of each party are located in such a manner as to enable each party to render automatic or mutual aid service to the other.
4. In the event of a major fire, disaster or other emergency, each of the parties may need the assistance of the other party to provide supplemental fire suppression and emergency medical service equipment and personnel.

AGREEMENT

The parties, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

SECTION 1. PURPOSE

- 1.1. The purpose of this Agreement is to improve the provision of fire protection and emergency medical services within the respective jurisdictions of the Parties hereto by facilitating Automatic and Mutual Aid and assistance. The Parties desire to furnish rescue, fire protection, hazardous materials and medical personnel, equipment, materials, and other supplies, and to render such fire protection, rescue, hazardous materials and medical services to each other as may be necessary to suppress fires, control and contain hazardous materials and/or other emergencies of a magnitude that has developed or appears probable to develop beyond the control of a single party which therefore requires the combined forces of the parties hereto.

SECTION 2. TERM

- 2.1. This Agreement shall become effective on the date executed by two or more parties and shall continue until such time as all Parties to this Agreement

withdraw. The withdrawal of any Party shall not terminate this Agreement in its entirety, as long as at least two parties remain a Party to this Agreement.

SECTION 3. DEFINITIONS

- 3.1. "Incident Commander"** means the individual designated by the Requesting Agency charged with overall management and command of an emergency incident pursuant to the National Incident Management System.
- 3.2. "Mutual Aid"** means the provision of such apparatus, personnel, and equipment a reasonably necessary and available to assist a Requesting Agency in matters relating to the Services as needed by a Requesting Agency.
- 3.3. "Requesting Agency"** means a Party who is a party to this Agreement and has made a request for Mutual Aid from another Party pursuant to the terms of this Agreement.
- 3.4. "Responding Agency"** means a Party who is a party to this Agreement and has thereby agreed to provide Mutual Aid to another jurisdiction pursuant to the terms and conditions of this Agreement.
- 3.5. "Automatic Aid"** means an automatic response by one party into the jurisdiction of another party in the manner established by run cards filed with the appropriate dispatching agency.

SECTION 4. AUTOMATIC AID

- 4.1.** Automatic Aid responses shall only apply to pre-determined areas, structures and situations established on run cards by the Chiefs of the parties pursuant to the following procedure:
 - (a).** The Chief of each party, or the Chief's authorized representative, shall from time to time mutually establish a series of response run cards. These cards shall determine those alarms to which the other party shall respond on first alarm and on subsequent alarms. The cards shall set forth the following information:
 - (i).** Name, description and location of structure;
 - (ii).** Description of equipment and designation of companies to respond to each alarm.

SECTION 5. REQUESTS FOR ASSISTANCE.

- 5.1.** The commanding officer of the Requesting Agency or the officer in charge of a fire unit or an emergency medical service unit at the scene of an emergency, of any party, is authorized to request Mutual Aid assistance from the other parties if confronted with an emergency situation at which the Requesting Agency has need

for equipment or personnel in excess of that available at the Requesting Agency's fire department.

SECTION 6. RESPONSE TO REQUEST.

- 6.1.** Upon receipt of a request for Mutual Aid, the commanding officer of the Responding Agency receiving the request, shall immediately take the following action:
- (a).** Determine if the Responding Agency has equipment and personnel available to respond to the Requesting Agency and determine the nature of the equipment and number of personnel available.
 - (b).** Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.
 - (c).** In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
 - (d).** In the event the needed equipment and personnel are not available, to immediately advise the Requesting Agency of such fact.
 - (e).** The Parties recognize that time is critical during an emergency and diligent efforts will be made to respond to a request for Mutual Aid as rapidly as possible, including any notification(s) that requested resources are not available.

SECTION 7. COMMAND RESPONSIBILITY AT EMERGENCY SCENE.

- 7.1.** The chief officer or senior officer of the Requesting Agency shall be in command of the operations under which the equipment and personnel sent by the Responding Agency shall serve; provided, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus. The operational command, however, may be relinquished to the senior officer of any fire department rendering assistance under the terms of this agreement.
- 7.2.** If the officer-in-charge of the Requesting Agency shall not have arrived at the incident the officer-in-charge of the Responding Agency shall be in command of the fire or incident until the arrival of the officer-in-charge of the Requesting Agency and during such time shall exercise all lawful authority of the fire officer-in-charge of such area.
- 7.3.** Each party agrees to use the Incident Command System (ICS) for all Mutual Aid and Automatic Aid requests and responses.

- 7.4.** The equipment and personnel of the Responding Agency shall be released from service and returned to the Responding Agency by the commanding officer in charge of the operations as soon as conditions may warrant or in the event an emergency should occur in the Responding Agency's jurisdiction.

SECTION 8. COOPERATION.

- 8.1.** The personnel of each of the departments participating in this Agreement are invited, and encouraged on a reciprocal basis to visit each other's facility for guided familiarity tours and, as feasible, to jointly conduct planning inspections and drills.
- 8.2.** The commanding officers of the parties may, from time to time, mutually establish pre-emergency plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances, and the number of personnel that should be dispatched under the existing circumstances. The plans shall take into consideration and insure the proper protection by the Responding Agency of its own geographical area.

SECTION 9. COMPENSATION/EMPLOYEES/VOLUNTEERS

- 9.1.** Each party agrees that it will not seek compensation for services rendered under this agreement from the other party; provided, however, that the party requesting assistance shall attempt to obtain financial assistance from federal and state agencies where financial assistance is available to reimburse the assisting party for losses or damages incurred in supplying Automatic or Mutual Aid under this agreement. Nothing in this agreement shall prohibit any party to this agreement from seeking civil damages from any individual or entity which may have been responsible for the emergency conditions for which aid was requested.
- 9.2.** No employee or volunteer of a Responding Agency shall be deemed to be a loaned servant, employee, agent or volunteer of the Requesting Agency or any other Party. No Party shall assume any liability for the direct payment of any salary, wage, compensation, stipend or other payment to any of the other Party's personnel performing services hereunder or for any other liability not expressly assumed herein. No agent, employee, volunteer or other representative of the parties shall be deemed an agent, employee, or other representative of the other Parties for any reason.

SECTION 10. LIABILITY, INDEMNIFICATION AND HOLD HARMLESS

- 10.1. No Liability for Responding Agency.** Except as expressly provided herein, no Party shall be liable for (i) failure to comply with any provision of this Agreement, or (ii) liability arising from providing or refusing to provide Mutual Aid or Automatic Aid under this Agreement.

- 10.2. Mutual Releases.** Except as specifically provided herein, each Party hereby forever releases or discharges each other Party, its officers, officials, employees, volunteers and/or agents from any claim related to this Agreement or providing Mutual or Automatic Aid hereunder.
- 10.3. Liability to Other Parties - Damage or Destruction to Apparatus or Equipment.** Except as expressly provided herein, the Requesting Agency or any other Party shall not be obligated to pay the Responding Agency or any other Party for any damage to or destruction of any apparatus or equipment used in Automatic or Mutual Aid. This provision shall not apply to the extent this provision would void applicable casualty insurance available to provide payment for the damage or loss of such apparatus or equipment. It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each Party through the purchase of casualty Insurance as opposed to seeking reimbursement from other Parties.
- 10.4. Liability to Third Parties.** The term "third party" means any person, firm or entity other than the Parties hereto. With regard to the Automatic or Mutual Aid provided hereunder, each Party shall be responsible for all liability arising from or related to the negligent acts or willful conduct of that Party, its officers, officials, employees, volunteers and/or agents which causes damage to third parties, to the extent and in proportion that such liability is caused by the negligent acts or willful misconduct of that Party, its officers, officials, employees, volunteers and/or agents.
- 10.5. Cross Indemnification.** To the extent permitted by law, each Party agrees to indemnify, defend and hold harmless the other Parties, their officers, officials, employees, volunteers and/or agents from any and all claims, demands, causes of action, lawsuits, costs, including attorneys' fees, losses, judgments, awards or liabilities to any third party, arising out of the negligent acts or willful conduct of the indemnifying Party, its officers, officials, employees, volunteers and/or agents In connection with the performance of this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.
- 10.6. Survival.** The provisions of this Section shall survive the expiration or termination of this Agreement.

SECTION 11. INSURANCE.

- 11.1. Liability and Casualty Insurance.** For the duration of this Agreement, each Party shall maintain its own public liability and property damage insurance with amounts of coverage as solely determined by each respective Party against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of this Agreement by its officers, officials,

employees or volunteers. This insurance requirement may be satisfied by a policy or policies of insurance or a self insurance retention program adopted by a Party.

11.2. No Industrial Insurance Requirement. It is expressly understood that no Party shall be responsible to provide any other Party's employees or volunteers with coverage required under Title 51 RCW or Chapter 41.24 RCW, as the same now exists or may be hereafter amended.

11.3. Waiver of Subrogation. To the extent permitted by the applicable insurance policies, each Party hereby waives any right of subrogation against the other Parties. In this regard each Party utilizing a self insurance retention program waives subrogation for any payment thereunder.

SECTION 12. PURCHASE CONTRACTS/BIDDING.

12.1. This Agreement is intended to constitute the Interlocal Agreement required by RCW 39.04.030 for utilizing other Parties' purchase contracts. Whenever possible, a Party that solicits bids for equipment and material purchases will conduct its solicitation in a manner that will allow other Parties to utilize its purchase contract. To enable other Parties to utilize this benefit, the initial contracting Party shall:

- (a). Comply with the public bidding laws of the State of Washington as they apply to such Party;
- (b). Provide in its bid specifications or contract documents that other municipal corporations may utilize the contract for independent purchases;
- (c). Either (i) post the bid or solicitation notice on a web site established and maintained by a government, purchasing cooperative or similar service provider or (ii) provide an access link to the state's web portal to the notice.

SECTION 13. MISCELLANEOUS.

13.1. No Separate Entity Created. This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Act.

13.2. Administration. Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the chief officers of the respective Parties.

13.3. Property Ownership. This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by a party to this agreement to enable it to perform the services required under this agreement, shall remain the property of that party in the event of the termination of this agreement.

- 13.4. Equipment Salvage.** All personnel involved in a mutual assistance operation shall exercise due diligence in salvaging lost or damaged equipment, and ensuring that it is returned to its rightful owner.
- 13.5. Assignment.** None of the Parties to this Mutual Agreement may assign any of their duties, rights or responsibilities under this Agreement without the express written consent of the other Parties. This restriction on assignment shall not apply to the formation of a new entity between parties.
- 13.6. Amendments.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by all Parties.
- 13.7. Governing Law And Venue.** This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall lie exclusively in Clark County, Washington.
- 13.8. Attorney Fees.** Should any Party bring suit to enforce any provision of this Agreement, the prevailing Party in such litigation shall be entitled to recover its costs and reasonable attorneys' fees.
- 13.9. Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations.
- 13.10. Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

Clark County Fire District No. 3

Clark County Fire District No. 6

By : _____

By : _____

Dated: _____

Dated: _____

Clark County Fire District 10

Clark County Fire District 13

By: _____

By: _____

Dated: _____

Dated: _____

East County Fire Rescue

By:_____

Dated:_____

Clark County Fire & Rescue

By:_____

Dated:_____

Camas Fire Department

By:_____

Dated:_____

Washougal Fire Department

By:_____

Dated:_____

Vancouver Fire Department

By:_____

Dated:_____

By:_____

Dated:_____

By:_____

Dated:_____

By:_____

Dated:_____

AGREEMENT FOR WATERCRAFT CONCESSION

AGREEMENT made this day by and between the CITY OF CAMAS, a municipal corporation of the State of Washington, hereinafter referred to as "City", and Sweetwater SUP Rentals, hereinafter referred to as "Contractor",

In consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. Grant of Concession: Subject to the terms and conditions hereinafter specified, City hereby grants Contractor the right to operate a non-motorized watercraft concession at Lacamas Lake. This concession is limited to bicycles, canoes, kayaks, paddle boats, and other non-motorized watercraft, and specifically excludes power boats, jet skis, wave runners, and any other watercraft powered by any type of motor or engine.

2. Contractor's Responsibilities: Contractor shall be responsible for the following:

- A. Providing non-motorized watercraft for rental to the public at Lacamas Lake.
- B. Maintaining the non-motorized watercraft in a safe and properly operating condition.
- C. Maintaining the concession facilities and adjacent areas in a neat and orderly condition, and disposing of all waste, rubbish, and litter.
- D. Insuring that all renters are capable of properly operating the watercraft.
- E. Not permitting anyone under the influence of drugs or alcohol to rent the watercraft.
- F. Providing U.S. Coast Guard approved life jackets for all renters and requiring that life jackets be worn while operating rented watercraft.
- G. Providing at least one staff person during all hours of operation who is currently certified by the American Red Cross or equivalent in advanced lifesaving, standard first aid, and cardiac pulmonary resuscitation.

H. Supplying and maintaining a rescue craft capable of quickly reaching concession patrons in need of assistance, and training Contractor staff in the proper operation and use of the rescue craft.

I. Pay for all utilities and hook-up fees.

J. Insure rental craft will not be anchored or moored at boat launch area.

3. Term: The term of this Agreement shall be for the period of June 15, 2015 to September 7, 2015.

4. Hours of Operation: The minimum season of operation shall be from June 15, through Labor Day weekend. If Contractor desires to commence prior to June 15 or extend beyond Labor Day, Contractor must obtain written permission from the Camas Parks and Recreation Manager. At no time shall services be provided before 7:00 a.m., nor shall services be provided after 9:00 p.m. or dusk, whichever comes first. Dusk shall be defined as one hour after sunset.

5. Location: The concession rights granted herein are limited to Lacamas Lake.

6. Compensation: As compensation for this concession, for the period of June 15, 2015, to July 12, 2015, Contractor shall pay to City the sum of \$500.00. For the period commencing July 20, 2015, and ending September 7, 2015, Contractor shall pay to City the sum of \$125.00 per week, with the first payment commencing July 20, 2015, by no later than 4:30 p.m., and a like payment each Monday thereafter, by no later than 4:30 p.m. Contractor shall pay a late fee of 5% should any payment not be made within 10 days of its due date.

7. Facilities: Contractors facilities shall be situated at the City Park on Lacamas Lake at the location depicted on Exhibit "A" attached hereto and by this reference incorporated herein. Contractor may locate a trailer or temporary office structure on the premises, and may construct

a facility for storage of watercraft on the premises. Contractor will be required to obtain all permits as required by City Code, and will further be required to obtain approval from the City Parks and Recreation Manager prior to constructing a storage facility or locating any trailer or temporary office structure on the premises. Upon termination of this Agreement, Contractor shall be responsible for removal of any office structure or trailer, and any storage facility, and further shall restore the premises to its prior condition.

9. Termination: City may terminate this contract immediately upon any breach by Contractor and the duties of Contract as set forth herein. The waiver by City of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches.

10. Independent Contractor: Contractor shall always be an independent contractor and not an employee of the City, and shall not be entitled to compensation or benefits of any kind from City.

11. Indemnification: Contractor shall defend, indemnify and hold City, its officers, officials, employees, and volunteers from and against any and all claims, suits, actions or liabilities for injury or death of any person or for loss of or damage to property which arises out of Contractor's use of the premise or from the conduct of Contractor's business, or from any activity, work or thing done, permitted or suffered by Contractor in or about the premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

12. Wage and Hour Compliance: Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees, and shall always save

City free and clear and harmless from all actions, claims, demands and expenses arising out of said Act and the rules and regulations that are or may be promulgated in connection therewith.

13. Social Security and Other Taxes: Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income and other form of taxes, fees, licenses, excises or payments required by any City, Federal or State legislation that is now or may during the term of this Agreement be enacted as to all persons employed by the Contractor in the performance of the work pursuant to this Agreement. Contractor shall assume exclusive liability therefore, and shall meet all requirements thereunder pursuant to any rules and regulations that are now or may be promulgated in connection therewith.

14. Equal Employment Opportunity: Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, marital status or national origin.

15. Modification: This Agreement contains the entire Agreement of the parties, and supersedes any understandings, agreement or negotiations, whether oral or written, not set forth herein. This Agreement may be amended only in writing signed by all parties.

16. Governing Law: This Agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

17. Insurance: The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Contractor's operation and use of the leased premises.

No Limitation. Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance: Contractor shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on Contractor's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

2. Property insurance shall be written on an all risk basis.

B. Minimum Amounts of Insurance: Contractor shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

2. Property insurance shall be written covering the full value of Contractor's property and improvements with no coinsurance provisions.

C. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

E. Verification of Coverage: Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor.

F. Waiver of Subrogation: Contractor and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

Dated this 18 day of March, 2015.

CITY OF CAMAS

Sweetwater SUP Rentals

By: _____

By: Rene Carroll