



**CITY COUNCIL REGULAR MEETING AGENDA**  
**Monday, April 20, 2015, 7:00 PM**  
**City Municipal Center, 616 NE 4th Avenue**

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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 April 6, 2015 Camas City Council Meeting and the Workshop minutes of April 6, 2015.

 [April 6, 2015 City Council Workshop Meeting Minutes - DRAFT](#)

[April 6, 2015 City Council Regular Meeting Minutes - DRAFT](#)

- B. Approve the claim checks as approved by the Finance Committee.

- C. Authorize the write-off of the March 2015 Emergency Medical Services (EMS) billings in the amount of \$82,543.01. 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 Cathy Huber Nickerson)

- D. Authorize the Mayor to sign Change Order No. 4 for Project S-566 NW Friberg Street/NW Goodwin Road Improvements for work performed by McDonald Excavating, Incorporated in the amount of \$23,995.54. (Submitted by James Carothers)




 [Friberg Change Order 4](#)

- E. Authorize Pay Estimate No. 9 to McDonald Excavating, Incorporated for Project S-566 NW Friberg Street/NW Goodwin Road Improvements in the amount of \$38,618.19 for work completed through March 31, 2015. (Submitted by James Carothers)

 [Friberg Pay Estimate 9](#)

- F. Authorize Pay Estimate No. 10 to Nutter Corporation for Project S-565 NW 38th Avenue Roadway Improvements, Phase 2 in the amount of \$75,937.50 for work completed from March 1, 2015 through March 31, 2015. (Submitted by James Carothers)

 [NW 38th Avenue, Phase 2 Pay Estimate 10](#)




- G. Authorize the Mayor to sign the professional services contract with Otak, Incorporated, for construction services for Project WS-714 STEP Sewer Transmission Main in an amount not to exceed \$135,237.00. (Submitted by James Carothers)
  -  [Sewer Transmission Main Contract](#)
  - [Sewer Transmission Main Project Funding Memo](#)
- H. Authorize the Mayor to sign the Agreement for Watercraft Concession that was reviewed with Council on April 6, 2015. (Submitted by Jerry Acheson)
  -  [Agreement for Watercraft Concession](#)
- I. Authorize the Mayor to form a Board of Trustees for Volunteer Firefighters and to subsequently appoint a Council Member to serve on this board, pursuant to the requirements of Revised Code of Washington (RCW) 41.24.060. This item was discussed at Council Workshop on April 6, 2015. (Submitted by Nick Swinhart)
- J. Authorize the Camas-Washougal Fire Department Fire Chief to sign the revised Clark County Mutual Aid Agreement for Fire and Emergency Medical Services (EMS). This document provides for the sharing of resources and for assisting neighboring fire and EMS agencies. In 2014, the Clark County Fire Chiefs Association revised this document and now all fire chiefs are being asked to sign the new agreement. This was discussed at the Council Workshop of April 6, 2015. (Submitted by Nick Swinhart)
  -  [Mutual Aid Agreement](#)
- K. Authorize the Grass Valley Parent-Teacher Association (PTA) to hold a raffle in conjunction with their 2015 Silent Auction and School Carnival Night. Per Camas Municipal Code 09.20.090, certain charitable organizations may hold raffles within the city limits provided that they receive written permission from the Camas City Council. (Submitted by Mitch Lackey)

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. Poppy Day Proclamation
  -  [Poppy Day Proclamation May 25, 2015](#)
- C. Jazz Appreciation Month Proclamation
  -  [Jazz Appreciation Month Proclamation April 2015](#)
- D. Autism Acceptance Month Proclamation
  -  [Autism Acceptance Month Proclamation April 2015](#)

## VIII. MEETING ITEMS

- A. Ordinance No. 15-005 Amending Camas Municipal Code (CMC) Chapter 18.55 Administration and Procedures

Details: City Council held a public hearing on April 6, 2015, to consider amendments to CMC Chapter 18.55 Administration and Procedures to clarify when development applications, which are deemed technically complete, will expire. The amendments were approved and Council directed the City Attorney to prepare an ordinance for adoption.

Presenter: Phil Bourquin, Community Development Director

Recommended Action: Staff recommends Council move to adopt Ordinance No. 15-005.

 [Ordinance No. 15-005](#)

[Staff Report to City Council](#)

[Exhibit 1 - Emails from MRSC, Bourquin and MacPherson](#)

[Exhibit 2 - Erickson v. McLerran \(1994\)](#)

[Exhibit 3 - Proposed Amendments to CMC Chapter 18.55](#)

- B. Ordinance No. 15-011 Amending Camas Municipal Code (CMC), Adopting Revisions Relating to the Transition of the Engineering Department from Community Development to Public Works

Details: During the March 16, 2015 City Council Workshop, staff reviewed with Council proposed amendments to the CMC regarding the transition of the Engineering Department from Community Development to Public Works. Council agreed with the proposed amendments and directed the City Attorney to prepare an Ordinance for adoption.

Presenter: Steve Wall, Public Works Director

Recommended Action: Staff recommends Council move to adopt Ordinance No. 15-011.

 [Ordinance No. 15-011 Amending CMC for Engineering Transition](#)

## IX. PUBLIC COMMENTS

## X. 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, April 6, 2015, 4:30 PM**  
**City Municipal Center, 616 NE 4th Avenue**

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**I. CALL TO ORDER**

Mayor Pro-Tem Greg Anderson called the meeting to order at 4:30 p.m.

**II. ROLL CALL**

Present: Greg Anderson, Bonnie Carter, Don Chaney, Steve Hogan, Melissa Smith, and Shannon Turk

Excused: Tim Hazen

Staff: Jerry Acheson, Bernie Bacon, Pete Capell, Curleigh Carothers, Mark Ervin, Sarah Fox, Cathy Huber Nickerson, Mitch Lackey, Ron Schumacher, Nick Swinhart, and Eliezza Soriano (intern)

Press: Heather Acheson, Camas-Washougal Post-Record

**III. PUBLIC COMMENTS**

Eugene Good, 645 NW 18th Loop, Camas, commented on the speed of traffic in his neighborhood.

**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. Swinhart presented Mark Ervin with his 25 Years of Service pin. Gene Marlow was unable to attend the meeting and his pin will be presented to him at a future meeting.

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


 Sewer Transmission Main Contract

Sewer Transmission Main Project Funding Memo

**This contract will be placed on the April 20, 2015 Consent Agenda for Council's consideration.**


- B. Change Order No. 4 to McDonald Excavating, Inc. for Project S-566 NW Friberg Street/Goodwin Road Improvements  
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

 [Friberg Change Order 4](#)

**This item will be placed on the April 20, 2015 Consent Agenda for Council's consideration.**

- 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 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

 [Water Treatment Plant Bids](#)  
[Memo to Mayor and Council](#)  
[Net Present Value Comparison](#)

**This item was also included on the April 6, 2015 Regular Meeting Agenda for Council's consideration.**

- D. Community Development Miscellaneous and Updates  
Details: Updates on miscellaneous or emergent items.  
Presenter: Sarah Fox, Senior Planner

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

**Fox provided an update regarding Clark County's Supplemental Environmental Impact Statement (SEIS) Public hearing April 14, 2015, regarding the Comprehensive Plan Amendment's alternatives. A letter from Clark County cities regarding Alternative 4 has been drafted. Council supported being a signatory to the letter to Clark County.**

- 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

 [Mutual Aid Agreement](#)

**This item will be placed on the April 20, 2015 Consent Agenda for Council's consideration.**

- 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

**Swinhart summarized the purpose of the Volunteer Firefighter's Board of Trustees. Discussion ensued. This item will be placed on a future Council meeting agenda.**

- 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

 [Agreement for Watercraft Concession](#)

**This item will be placed on the April 20, 2015 Consent Agenda for Council's consideration.**

- H. A Request to City Council from the Grass Valley Elementary Parent-Teacher Association (PTA) to Hold a Raffle  
Details: Camas Municipal Code 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

**This item will be placed on the April 20, 2015 Consent Agenda for Council's consideration.**

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

**Capell reminded Council that the Personal Financial Affairs Statements (PDC Form F-1) are due no later than Wednesday, April 15, 2015. Capell also provided a follow up to the crude oil railroad cars letter that was sent after the last Council Meeting. Senator Maria Cantwell recently introduced crude oil by rail legislation and has invited Fire Chief Nick Swinhart, Washougal Mayor Sean Guard and Mayor Higgins to a roundtable discussion on Wednesday, April 8, 2015. Mayor Pro-Tem Greg Anderson will be attending in place of the Mayor.**

## **VI. COUNCIL COMMENTS AND REPORTS**

**Smith will be attending the Regional Transportation Council meeting on April 7, 2015.**

**Hogan commented on the NW 6th and NW Norwood intersection.**

**Turk commented on her involvement with city staff on the the potential Grand Ridge and Winchester Hills annexation work. Turk attended the Technical Advisory Committee for the Comprehensive Plan Update, which included discussion regarding the City's "gateways" and potential zoning needs. Turk also commented on the April 25th Walk-a-thon for muscular dystrophy and encouraged everyone to participate. Turk congratulated Parks & Recreation on the successful Camas Easter Egg Hunt event.**

**Carter attended the April 2, 2015 Library Board of Trustees meeting.**

**Chaney commented on the Clark Regional Emergency Services Agency (CRESA) operational review process. Chaney also commented on Washington State's proposed legislative budget and E911 taxes.**

**Anderson attended the C-Tran Board meeting on March 19, 2015, and commented on his C-TRAN ride-along activities.**

## **VII. PUBLIC COMMENTS**

No one from the public wished to speak.

## **VIII. ADJOURNMENT**

The meeting adjourned at 5:26 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 COUNCIL REGULAR MEETING MINUTES - DRAFT**  
**Monday, April 6, 2015, 7:00 PM**  
**City Municipal Center, 616 NE 4th Avenue**

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**I. CALL TO ORDER**

Mayor Pro-Tem Greg Anderson called the meeting to order at 7:00 p.m.

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

Present: Greg Anderson, Bonnie Carter, Don Chaney, Steve Hogan, Melissa Smith, and Shannon Turk

Excused: Tim Hazen

Staff: Bernie Bacon, Pete Capell, Curleigh Carothers, Sarah Fox, Cathy Huber Nickerson, Mitch Lackey, Shawn MacPherson, David Zavortink, and Eliezza Soriano (intern)

Press: No one from the press was present.

**IV. PUBLIC COMMENTS**

No one from the public wished to speak.

**V. CONSENT AGENDA**

- A. Approved the minutes of the March 16, 2015 Camas City Council Meeting and the Workshop minutes of March 16, 2015.

 [March 16, 2015 City Council Workshop Meeting Minutes - DRAFT](#)  
[March 16, 2015 City Council Regular Meeting Minutes - DRAFT](#)

- B. Approved the claim checks numbered 125365-125544 in the amount of \$644,420.35.

- C. Authorized the Mayor to sign Change Order No. 1 to AAA Septic Service LLC for Project WS-748 2015 STEP/STEF Tank Pumping for after-hour emergency STEP and STEF tank pumping services in the amount of \$1,293.10 for work through February 28, 2016. This project provides for on-going pumping of STEP and STEF tanks throughout Camas and is funded by the Water/Sewer Fund. (Submitted by James Carothers)

 [2015 Septic Tank Pumping Change Order 1](#)

- D. Authorized the Mayor to sign the professional services contract for Project SS-545E NW 38th Avenue Phase 1 Wetland Monitoring and Maintenance with Ecological Land Services for the first five years of a ten-year mandatory monitoring program in an amount not to exceed \$80,740.00, plus tax. The estimated costs for years one and two are in the 2015 and 2016 budget. (Submitted by James Carothers)

 [38th Phase 1 Wetland Monitoring Contract](#)

- E. Authorized release of retainage to Tapani, Incorporated for Project P-862B Heritage Park Boat Launch and Parking Improvements for construction services in the amount \$20,897.75. All required work has been completed and all required documentation has been received and verified. Retainage monies are budgeted and funded by the project grant. (Submitted by James Carothers)

 [Heritage Boat Launch Final Pay Estimate](#)

- F. Authorized Pay Estimate No. 1/Final to Schmid and Sons, Incorporated for Project S-598 2015 ADA Improvements in the amount of \$19,131.07 for work completed from February 23, 2015 to March 20, 2015, and accepted project as complete. (Submitted by James Carothers)

 [ADA Improvements Pay Estimate](#)

- G. Approved Pay Estimate No. 3 (release of retainage) to Precision 1 Coatings, Inc. for Project P-905 Municipal Center Exterior Painting in the amount of \$973.28 and accepted the project as complete. (Submitted by Denis Ryan)

 [City Hall Painting Invoice #3 retention](#)

- H. Approved list of surplus equipment and miscellaneous items. Equipment that has been identified has reached its scheduled useful life and has been replaced through the equipment rental capital replacement process. Surplus equipment will be auctioned or otherwise sold to the extent possible. (Submitted by Denis Ryan)

 [Equipment Surplus List March 31, 2015](#)

**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

David Zavortink, Library Director, commented on the Library inventory maintenance.

B. Council

Turk attended Senator Rivers' transportation discussion at the Camas Public Library on March 21, 2015.

**VII. MAYOR**

A. Announcements

Anderson said that he and Mayor Scott Higgins attended the community forum on affordable housing on March 31, 2015.

B. National Service Recognition Day Proclamation

 [National Service Recognition Day April 7, 2015](#)

Mayor Pro-Tem Greg Anderson proclaimed April 7, 2015, National Service Recognition Day.

C. National Library Week Proclamation

 [National Library Week Proclamation April 12-18, 2015](#)

Mayor Pro-Tem Greg Anderson proclaimed April 12-18, 2015, National Library Week.

**VIII. MEETING ITEMS**

A. Public Hearing to Consider Amendments to Camas Municipal Code (CMC) Chapter 18.55 Administration and Procedures

Details: Public hearing to consider amendments to amend CMC Chapter 18.55 Administration and Procedures, to clarify when development applications, which are deemed technically complete, will expire if inactive. At present, CMC Section 18.55.130(D) allows an applicant to request that a project be put on hold for an indefinite amount of time without expiring and without issuance of a decision. On February 18, 2015, Planning Commission held a public hearing to review amendments to CMC Chapter 18.55 Administration and Procedures and forwarded a recommendation of approval to Council.

Presenter: Sarah Fox, Senior Planner


 Staff Report to City Council

Exhibit 1 - Emails from MRSC, Bourquin and MacPherson

Exhibit 2 - Erickson v. McLerran (1994)

Exhibit 3 - Proposed Amendments to CMC Chapter 18.55

Mayor Pro-Tem Greg Anderson opened the public hearing at 7:19 p.m.

No one from the public wished to speak.

The public hearing was closed at 7:20 p.m.

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

**This ordinance will be placed on the April 20, 2015 Regular Agenda for Council's consideration.**

- B. Final Plat for The Hills at Round Lake, Phase 4 (File FP 14-07)  
Details: The Hills at Round Lake is a 333-lot planned residential development, which received master plan approval on October 4, 2010. The applicant requested final plat approval for Phase 4 with 30 single-family lots. The master plan included 13 phases.  
Presenter: Sarah Fox, Senior Planner

 [Staff Report](#)

[Hills at Round Lake Phase 4 Final Plat Drawing](#)

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

- C. Resolution No. 15-010 Prohibiting Parking Along Either Side of State Route (SR) 500 / NE Everett Street Between NE 14th Avenue and NE 22nd Avenue; and Allowing Parking on a Portion of NE 15th Avenue for SR-500 Safety Improvements  
Details: The prohibition of parking on Everett Street provides the means for Washington State Department of Transportation (WSDOT) to complete their SR-500 Safety Improvements Project. The project consists of re-striping the roadway with one through lane in each direction, the addition of a bicycle lane in both directions and a center two-way left turn lane. The resolution also lifts parking restrictions on NE 15th Avenue near the southeast corner of Crown Park to offset the displacement of Everett Street parking for playground usage.  
Presenter: James Carothers, Engineering Manager

 [Everett Street Parking Resolution](#)

[Everett Street Parking Map](#)


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

**It was moved by Council Member Hogan, seconded by Council Member Turk, that this resolution be adopted. The motion carried unanimously.**

D. 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. The apparent low bidder is Rotschy, Incorporated with an overall bid of \$5,766,978.20. The funding plan and the effects to water rates and future projects were presented to Council at the April 6, 2015 Workshop. If Council favors moving forward with the construction of this project, there is an irregular bid formality to be addressed. Staff provided additional details regarding the bidding irregularity and process during the Council Meeting.

Presenter: James Carothers, Engineering Manager

-  [Water Treatment Plant Bids](#)
- [MEMO to Mayor and Council](#)
- [Net Present Value Comparison](#)

**It was moved by Council Member Chaney, seconded by Council Member Hogan, to waive the irregularity and award the bid to Rotschy, Incorporated. The motion carried unanimously.**

**IX. PUBLIC COMMENTS**

No one from the public wished to speak.

**X. ADJOURNMENT**

The meeting adjourned at 7:28 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  
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>
<b>Net Change in Contract Price:</b>		<b>\$ 23,995.54</b>

**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 202<sup>nd</sup> and NE 13<sup>th</sup> 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> Project Manager	<u>3/31/2015</u> Date
Recommended	<u>Kelly Bachelder</u> Engineering Manager	<u>3/31/2015</u> Date
Accepted	<u>Jim Hodges</u> Contractor	<u>3/31/15</u> Date
Approved	_____ Mayor	_____ Date

<b>CITY OF CAMAS</b> <b>PROJECT NO. S-566</b> <b>Project Name: NW Friberg St/NE Goodwin Rd Roadway</b>			<b>PAY ESTIMATE: NINE</b> PAY PERIOD: 3/1/2015 Through 3/31/2015  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
<b>SCHEDULE A: ROAD AND STORM</b>											
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	3,920.00	\$196,000.00	0.00	\$0.00	3920.00	\$196,000.00
A6	Other Traffic Control Labor	HR	80.00	\$50.00	\$4,000.00	424.00	\$21,200.00	0.00	\$0.00	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	9,168.00	\$27,504.00	0.00	\$0.00	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	1,019.00	\$14,622.65	10519.00	\$150,947.65
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



<b>CITY OF CAMAS</b> <b>PROJECT NO. S-566</b> <b>Project Name: NW Friberg St/NE Goodwin Rd Roadway</b>			<b>PAY ESTIMATE: NINE</b> PAY PERIOD: 3/1/2015 Through 3/31/2015  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
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	2.21	\$26,520.00	0.00	\$0.00	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	450.00	\$20,025.00	0.00	\$0.00	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	27.00	\$9,720.00	0.00	\$0.00	27.00	\$9,720.00
A60	PSIPE - Amelanchier laevis 'Autumn Brilliance, 2" Cal.	EA	42.00	\$306.00	\$12,852.00	42.00	\$12,852.00	0.00	\$0.00	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	12.00	\$4,320.00	0.00	\$0.00	12.00	\$4,320.00
A63	PSIPE - Prunus serrulata 'Amagawa', 2" Cal.	EA	35.00	\$306.00	\$10,710.00	35.00	\$10,710.00	0.00	\$0.00	35.00	\$10,710.00
A64	PSIPE - Tilia 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	17.00	\$476.00	0.00	\$0.00	17.00	\$476.00
A66	PSIPE - Mahonia aquifolium 'Compacta', 3 Gal.	EA	260.00	\$28.00	\$7,280.00	260.00	\$7,280.00	0.00	\$0.00	260.00	\$7,280.00
A67	PSIPE - Rosa Gymnocarpa, 3 Gal.	EA	247.00	\$28.00	\$6,916.00	247.00	\$6,916.00	0.00	\$0.00	247.00	\$6,916.00
A68	PSIPE - Symphoricarpos albus, 3 Gal.	EA	254.00	\$28.00	\$7,112.00	254.00	\$7,112.00	0.00	\$0.00	254.00	\$7,112.00
A69	PSIPE - Spiraea x bumalda 'Gold Flame', 3 Gal.	EA	229.00	\$28.00	\$6,412.00	229.00	\$6,412.00	0.00	\$0.00	229.00	\$6,412.00
A70	PSIPE - Ajuga reptans, 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 uva-ursi, 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

<b>CITY OF CAMAS</b> <b>PROJECT NO. S-566</b> <b>Project Name: NW Friberg St/NE Goodwin Rd Roadway</b>			<b>PAY ESTIMATE: NINE</b> PAY PERIOD: 3/1/2015 Through 3/31/2015  ORIGINAL CONTRACT AMOUNT: \$4,102,170.92				McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360-835-8794				
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A72	PSIPE - Berberis thunbergii 'Crimson Pygmy', 1 Gal.	EA	161.00	\$11.00	\$1,771.00	161.00	\$1,771.00	0.00	\$0.00	161.00	\$1,771.00
A73	PSIPE - Fragaria chiloensis, 4" Pot	EA	267.00	\$5.60	\$1,495.20	267.00	\$1,495.20	0.00	\$0.00	267.00	\$1,495.20
A74	PSIPE - Juniperous horizontalis 'Waukegan', 1 Gal.	EA	549.00	\$11.00	\$6,039.00	549.00	\$6,039.00	0.00	\$0.00	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	1.00	\$72,285.00	0.00	\$0.00	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	1.00	\$196,340.00	0.00	\$0.00	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	1.00	\$10,565.00	0.00	\$0.00	1.00	\$10,565.00
A98	Field Office Building	LS	1.00	\$7,000.00	\$7,000.00	1.00	\$7,000.00	0.00	\$0.00	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	\$3,766,741.57	\$14,622.65	\$3,781,364.22
Retainage (5%) - N/A Retainage Bond Posted				
<b>SCHEDULE A TOTAL</b>	<b>\$3,714,955.13</b>	<b>\$3,766,741.57</b>	<b>\$14,622.65</b>	<b>\$3,781,364.22</b>

<b>CITY OF CAMAS</b> <b>PROJECT NO. S-566</b> <b>Project Name: NW Friberg St/NE Goodwin Rd Roadway</b>			<b>PAY ESTIMATE: NINE</b> PAY PERIOD: 3/1/2015 Through 3/31/2015  ORIGINAL CONTRACT AMOUNT: \$4,102,170.92				McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360-835-8794				
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**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											
<b>SCHEDULE B TOTAL</b>					<b>\$308,330.79</b>		<b>\$310,010.45</b>		<b>\$0.00</b>		<b>\$310,010.45</b>

<b>CITY OF CAMAS</b> <b>PROJECT NO. S-566</b> <b>Project Name: NW Friberg St/NE Goodwin Rd Roadway</b>			<b>PAY ESTIMATE: NINE</b> PAY PERIOD: 3/1/2015 Through 3/31/2015  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
<b>SCHEDULE C: GRASS VALLEY WETLAND MITIGATION</b>											
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	0.50	\$6,000.00	0.00	\$0.00	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	1.00	\$5,000.00	0.00	\$0.00	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 Hawthorn 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	150.00	\$525.00	0.00	\$0.00	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	1.00	\$16,680.00	0.00	\$0.00	1.00	\$16,680.00
C26	Wetland Mitigation Excavation and Haul	CY	1,550.00	\$13.00	\$20,150.00	2,046.00	\$26,598.00	0.00	\$0.00	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		\$75,538.00		\$0.00		\$75,538.00
Retainage (5%) - N/A Retainage Bond Posted											
<b>SCHEDULE C TOTAL</b>					<b>\$78,885.00</b>		<b>\$75,538.00</b>		<b>\$0.00</b>		<b>\$75,538.00</b>

<b>CITY OF CAMAS</b> <b>PROJECT NO. S-566</b> <b>Project Name: NW Friberg St/NE Goodwin Rd Roadway</b>			<b>PAY ESTIMATE: NINE</b> PAY PERIOD: 3/1/2015 Through 3/31/2015  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 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
4A	Over-Excavation and Repair Soft Spot at STA 36+50	LS	1.00	\$797.43	\$797.43	0.00	\$0.00	1.00	\$797.43	1.00	\$797.43
4B	Repair Damaged Curb and Sidewalk at STA 13+50	LS	1.00	\$1,239.79	\$1,239.79	0.00	\$0.00	1.00	\$1,239.79	1.00	\$1,239.79
4C	Relocate Trees to Avoid Power Lines	LS	1.00	\$1,732.50	\$1,732.50	0.00	\$0.00	1.00	\$1,732.50	1.00	\$1,732.50
4D	Modify Ditch Inlet	EA	2.00	\$1,807.00	\$3,614.00	0.00	\$0.00	2.00	\$3,614.00	2.00	\$3,614.00
4E	Additional MOBE for Paving	EA	2.00	\$1,100.00	\$2,200.00	0.00	\$0.00	2.00	\$2,200.00	2.00	\$2,200.00
4F	Import Soil and Grade Shoulder and Ditch	LS	1.00	\$1,896.14	\$1,896.14	0.00	\$0.00	1.00	\$1,896.14	1.00	\$1,896.14
4G	Additional Land Surveying for Goodwin & Camas Meadows Changes	LS	1.00	\$616.00	\$616.00	0.00	\$0.00	1.00	\$616.00	1.00	\$616.00
4H	Install Concrete Mail Box Pad for USPS	LS	1.00	\$594.00	\$594.00	0.00	\$0.00	1.00	\$594.00	1.00	\$594.00
4I	Compensation for Flagger Overtime	HR	578.00	\$19.56	\$11,305.68	0.00	\$0.00	578.00	\$11,305.68	578.00	\$11,305.68

SCHEDULE A SUBTOTAL (NON-TAXABLE)					\$165,203.57		\$141,208.03		\$23,995.54		\$165,203.57
Retainage (5%) - N/A Retainage Bond Posted											
<b>SCHEDULE A TOTAL</b>					<b>\$165,203.57</b>		<b>\$141,208.03</b>		<b>\$23,995.54</b>		<b>\$165,203.57</b>

<b>CITY OF CAMAS</b> <b>PROJECT NO. S-566</b> <b>Project Name: NW Friberg St/NE Goodwin Rd Roadway</b>			<b>PAY ESTIMATE: NINE</b> <b>PAY PERIOD: 3/1/2015 Through 2/31/2015</b>  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											
<b>SCHEDULE B TOTAL</b>					<b>\$7,351.80</b>		<b>\$7,351.80</b>		<b>\$0.00</b>		<b>\$7,351.80</b>

**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)					\$7,240.89		\$7,240.89		\$0.00		\$7,240.89
Retainage (5%) - N/A Retainage Bond Posted											
<b>SCHEDULE C TOTAL</b>					<b>\$7,240.89</b>		<b>\$7,240.89</b>		<b>\$0.00</b>		<b>\$7,240.89</b>

	CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
SCHEDULE A, B & C ORIGINAL CONTRACT TOTAL	\$4,078,278.13	\$4,128,267.07	\$14,622.65	\$4,142,889.72
SCHEDULE A, B & C CHANGE ORDERS TO DATE	\$179,226.56	\$155,231.02	\$23,995.54	\$179,226.56
SCHEDULE A, B, C, & CHANGE ORDERS SUBTOTAL	\$4,257,504.69	\$4,283,498.09	\$38,618.19	\$4,322,116.28
SALES TAX (8.4%)	\$24,462.49	\$24,592.65	\$0.00	\$24,592.65
TOTAL CONTRACT	\$4,281,967.18	\$4,308,090.74	\$38,618.19	\$4,346,708.93
Retainage (5%) - N/A Retainage Bond Posted				
<b>TOTAL</b>		<b>\$4,308,090.74</b>	<b>\$38,618.19</b>	<b>\$4,346,708.93</b>

Account Distribution	Schedule Subtotals	Change Orders	Applicable Taxes	TOTAL
SCHED. A - ROAD & STORM ACCT. NUMBER: 314-00-595-300-65 THIS PAY EST:	\$14,622.65	\$23,995.54	N/A	\$38,618.19
SCHED. C - ROAD & STORM ACCT. NUMBER: 314-00-595-300-65 THIS PAY EST:	\$0.00	\$0.00	N/A	\$0.00
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:	\$14,622.65	\$23,995.54	\$0.00	\$38,618.19

RFC ENTERED  
 4/14/15  
 PM Code: Constr  
 Constr

*Norm Wagner*  
 Project Engineer

4-13-15  
 Date

*[Signature]*  
 Contractor

4/13/15  
 Date

*James Hodges*  
 Project Manager

4/13/2015  
 Date

CITY OF CAMAS PROJECT NO. S-665 DESCRIPTION: NW 38th Avenue Roadway Improvements, Ph. 2 PAY ESTIMATE #10 Council Meeting Date: April 20, 2015 Work Period Date: March 1, 2015 - March 31, 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		
<b>Schedule A</b>																	
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		
<b>Traffic Control</b>																	
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												
<b>Grading</b>																	
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	413.80	\$1,241.40			288.80	\$866.40	125.00	\$375.00	413.80	\$1,241.40		
<b>Bases</b>																	
A 19	Crushed Surfacing Base Course	TON	11,020.0	\$20.00	\$220,400.00	11,899.24	\$237,984.80			11,899.24	\$237,984.80			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		
<b>Surface Treatment and Pavements</b>																	
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		
<b>Structures</b>																	
A 25	Precast Reinf. Conc. Three Sided Structure No. 1	LS	1.0	\$235,000.00	\$235,000.00	0.78	\$183,887.50			0.62	\$145,700.00	0.16	\$38,187.50	0.78	\$183,887.50		
A 26	Precast Reinf. Conc. Three Sided Structure No. 2	LS	1.0	\$230,000.00	\$230,000.00	0.78	\$179,975.00			0.62	\$142,600.00	0.16	\$37,375.00	0.78	\$179,975.00		
<b>Storm Sewer, Sanitary Sewer, and Water Mains</b>																	
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	\$65.00	\$20,150.00	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												
<b>Erosion Control and Water Pollution Control</b>																	
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	6,980.0	\$2.00	\$13,960.00	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 #10 Council Meeting Date: April 20, 2015 Work Period Date: March 1, 2015 - March 31, 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
<b>Streambank Stabilization</b>															
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			7,124.11	\$23,509.56			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			7,124.11	\$19,591.30			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			231.96	\$9,278.40			231.96	\$9,278.40
<b>Landscaping</b>															
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
<b>Wetland Mitigation Planting</b>															
A 65	Wetland Mitigation	LS	1.0	\$114,000.00	\$114,000.00	0.95	\$108,300.00			0.95	\$108,300.00			0.95	\$108,300.00
<b>Traffic</b>															
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	\$1,140.00										
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			3,895.00	\$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	<b>Illumination System</b>	LS	1.0	\$140,000.00	\$140,000.00	1.00	\$140,000.00			1.00	\$140,000.00			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			0.93	\$40,920.00			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										
<b>Other Items</b>															
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
<b>Subtotal</b>					<b>\$4,113,826.80</b>		<b>\$3,466,255.92</b>			<b>\$3,390,318.42</b>		<b>\$75,937.50</b>		<b>\$3,466,255.92</b>	
<b>Schedule A Change Orders</b>															
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
<b>Subtotal</b>						<b>\$85,130.90</b>				<b>\$85,130.90</b>				<b>\$85,130.90</b>	
<b>Schedule B - Plant Establishment</b>															
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										
<b>Subtotal</b>					<b>\$20,000.00</b>										



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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		
<b>Schedule C - Water / Sewer</b>																	
<b>Water</b>																	
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		
<b>Sanitary Sewer</b>																	
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		
<b>Subtotal</b>					<b>\$79,124.00</b>			<b>\$67,163.00</b>	<b>\$67,163.00</b>		<b>\$67,163.00</b>				<b>\$67,163.00</b>		
<b>Schedule B Change Orders</b>																	
B 1																	
ORIGINAL CONTRACT TOTAL					<b>\$4,212,950.80</b>	<b>Funding Totals</b>	\$3,466,255.92	<b>Water/Sewer Totals</b>	\$67,163.00	<b>Previous Estimate</b>	\$3,457,481.42	<b>Current Estimate</b>	\$75,937.50	<b>Totals to Date</b>	\$3,533,418.92		
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					<b>\$4,212,950.80</b>	Subtotal	\$3,551,386.82	Subtotal	\$67,163.00	Subtotal	\$3,542,612.32	Subtotal	\$75,937.50	Subtotal	\$3,618,549.82		
SALES TAX (8.4%) - SCHEDULE C ONLY					<b>\$6,646.42</b>	Total =	\$3,551,386.82	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					<b>\$4,219,597.22</b>	Total =	\$3,551,386.82	Total =	\$72,804.69	Total =	\$3,548,254.01	Total =	\$75,937.50	Total =	\$3,624,191.51		

This information is for internal use/tracking purposes only.			
	Current Estimate Totals	Previous Estimate Totals	Totals-to-Date
Sch. A & B - STP / TIB / REET Account Number: 318-00-595-300-65	\$75,937.50	\$3,475,449.32	\$3,551,386.82
Sch. C - Water Account Number: 424-00-594-340-65		\$47,764.29	\$47,764.29
Sch. C - Sewer Account Number: 424-00-594-350-65		\$20,162.40	\$20,162.40
Sch. C - Fire Suppression Acct. No.: 115-09-522-500-48		\$4,878.00	\$4,878.00
<b>Total This Estimate =</b>	<b>\$75,937.50</b>	<b>\$3,548,254.01</b>	<b>\$3,624,191.51</b>

Anita Austin Project Engineer Date: 4/14/15	[Signature] Contractor Date: 4-14-15	[Signature] Engineering Manager Date: 4/14/15
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**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

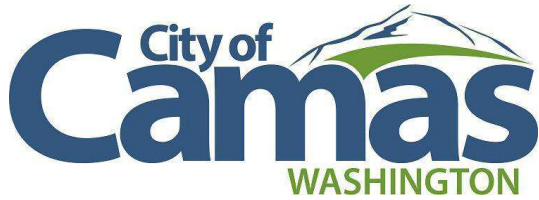
Fee Estimate

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
	<b>Project Total</b>	<b>\$58,772</b>	<b>\$6,080</b>	<b>\$70,385</b>			<b>\$135,237</b>





**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
<b><i>Construction Professional Services</i></b>		<b><i>\$ 135,000</i></b>
Estimated Remaining Construction Costs (Includes Contingencies)		\$3,400,000
=====		
Totals	\$4,400,000	\$4,283,000
=====		
Contingency =	\$ 117,000	

## 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: Keri Carroll

**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

Clark County Fire & Rescue

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Camas Fire Department

Washougal Fire Department

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Vancouver Fire Department

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

~ PROCLAMATION ~

WHEREAS, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers; and

WHEREAS, millions who have answered the call to arms have died on the field of battle; and

WHEREAS, a nation at peace must be reminded of the price of war and the debt owed to those who have died in war; and

WHEREAS, the red poppy has been designated as a symbol of sacrifice of lives in all wars; and

WHEREAS, the American Legion Auxiliary has pledged to remind America annually of this debt through the distribution of the memorial flower;

NOW, THEREFORE, BE IT RESOLVED that I, Scott Higgins, Mayor of Camas, do hereby proclaim **May 25, 2015**, as

***“Poppy Day”***

in Camas, Washington and encourage all citizens to pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on this day.

In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 20<sup>th</sup> day of April, 2015.



\_\_\_\_\_  
Scott Higgins, Mayor



~ PROCLAMATION ~

WHEREAS, jazz is an original American art form; and

WHEREAS, jazz has produced some of America's leading creative artists and ranks as one of America's greatest exports to the world; and

WHEREAS, jazz has inspired dancers, choreographers, poets, novelists, filmmakers, classical composers, and musicians in many other kinds of music; and

WHEREAS, arts education and an appreciation for the contributions of all American art forms is fundamental to the people of Camas; and

WHEREAS, America's jazz heritage deserves to be appreciated as broadly as possible and should be part of the education of both America's children and America's adults; and

WHEREAS, jazz has spoken eloquently of freedom for people in the United States and abroad, and has become an international language that bridges differences and brings people of all races, ages, and backgrounds together; and

WHEREAS, we honor and recognize the outstanding work that all jazz artists, educators and enthusiasts in the City of Camas present;

NOW, THEREFORE, BE IT RESOLVED that I, Scott Higgins, Mayor of Camas, do hereby proclaim the month of **April 2015**, as

***“Jazz Appreciation Month”***

in Camas, Washington.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 20<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
Scott Higgins, Mayor

~ PROCLAMATION ~

WHEREAS, Autism is a complex neurological and development condition that typically appears in the first three years of life; and

WHEREAS, the Centers for Disease Control and Prevention estimates one of every 66 people in the United States has been identified with an autism spectrum disorder; and

WHEREAS, Autism spectrum disorders are lifelong conditions and can have an impact on the families of affected individuals; and

WHEREAS, although a cure for autism has not been found, persons with autism spectrum disorders can be helped to reach their greatest potential with early diagnosis and aggressive, consistent therapy; and

WHEREAS, through research legislation, training, support groups, advocacy and increased awareness, we will make positive changes and meet the challenges of serving a growing number of Clark County residents with autism spectrum disorders;

NOW, THEREFORE, BE IT RESOLVED that I, Scott Higgins, Mayor of Camas, do hereby proclaim **April 2015**, as

***“Autism Acceptance Month”***

in Camas, Washington and encourage all citizens to seek a better understanding and acceptance of autism and autism spectrum disorders.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 20<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
Scott Higgins, Mayor

ORDINANCE NO. 15-005

AN ORDINANCE adopting a new Section 18.55.140 of the Camas Municipal Code, relating to the expiration of complete land use applications.

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

Section I

A new Section 18.55.140 of the Camas Municipal Code is hereby adopted to provide as follows:

**CMC 18.55.140 Expiration of Complete Land Use Applications**

A. Any land use application type described in Camas Municipal Code Section 18.55.130(D) that has been inactive, and a decision has not been made, shall become null and void 120 days after a certified notice is mailed to the applicant and property owner.

B. A one-time, one-year extension may be granted if a written extension request is submitted prior to the expiration date identified in this certified notice, and the applicant or property owner(s) has demonstrated due diligence and reasonable reliance towards the project completion. In consideration of due diligence, the Director may consider the following:

1. Date of initial application;
2. Time period the applicant had to submit required studies;
3. That there have been no major modifications to the application or to the site condition;
4. That there has not been significant changes in applicable regulations;
5. Potential to provide necessary within one (1) year; and
6. Applicant's rationale or purpose for delay.

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 \_\_\_\_\_, 2015.

SIGNED: \_\_\_\_\_  
Mayor

SIGNED: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney



## STAFF REPORT

### CAMAS MUNICIPAL CODE AMENDMENT FOR VESTED APPLICATIONS

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FILE #MC15-01

MARCH 6, 2015

To: Mayor Higgins  
City Council

From: Sarah Fox, Senior Planner on behalf of the Planning Commission

Compliance with state agencies: Notice of the public hearing before Planning Commission was published in the Camas Post Record on February 10, 2015 (publication no. 528732). When a public hearing before Council is scheduled, notices will be posted as required. WA Department of Commerce acknowledged receipt of notice on February 10, 2015 with Material ID #21038.

#### SUMMARY

The proposed amendment will add a new section after Camas Municipal Code (CMC), Section 18.55.130, in order to clarify when a “technically complete” development application will expire if inactive. At present, CMC Section 18.55.130(D) allows an applicant to request that a project be put on hold for an indefinite amount of time without expiring, and without issuance of a decision. In general, there are mandated timeframes that the City must meet while reviewing applications and issuing decisions, however there are no time limits placed on the applicant to progress their project forward **after** it has been deemed “technically complete”.

On February 18, 2015, Planning Commission held a public hearing to review amendments to Camas Municipal Code (CMC) Chapter 18.55 Administration and Procedures, and forwarded a recommendation of approval to Council.

#### ANALYSIS

The City adopted regulations consistent with RCW 36.70A.040, which established time periods for agency actions for each type of project permit application (e.g. Types 1 through 4) and provides timely and predictable procedures to determine whether an application meets the specific requirements. In the majority of the cases, the time period for rendering a decision on a technically complete application is less than one hundred twenty days. As a rule, staff reviews development permits well under the state regulated time limits.

The concern regarding vesting: A technically complete status vests the application in the codes on the date of application, which means that any code changes following that date will not be applicable. Occasionally, at this point, an applicant will submit a request to the Director to hold their application, and not render a decision. Typically, it is not a concern, as the applicants will reactivate their projects within that same year. The reasons vary for applications being voluntarily put on hold, although it is usually requested when ownership of a project changes hands, or there are technical studies that require extensive monitoring, or multiple agencies are involved in the review.

There are inactive applications that would have expired years ago had a decision been issued. The City periodically updates the development code for a variety of reasons. A vested application will not be consistent with those policies or regulations years later. The proposed amendment will provide guidance for this situation.

Why now? With economic and development activity in the City on the increase, staff had to navigate through several projects that had been dormant for almost ten years. With some exceptions, these applications were not required to comply with current policies or amended regulations, as they were vested in those past codes. There are approximately four applications that have been deemed technically complete, are vested, and are in an inactive status at present.

This recent experience and the desire to prevent future conflicts prompted staff to propose more clarity to be added to permit processing contained within CMC Chapter 18.55 *Administration and Procedures*. The proposed amendments will add a new section, Section 18.55.140, entitled “Expiration of Complete Land Use Applications” to follow CMC§18.55.130 *Letter of Completeness Type II, Type III or SMP*. The proposed amendments are attached to this report as “Exhibit 3-Proposed amendments to CMC Ch. 18.55”. In the course of researching this topic, staff included the responsive emails from the following authorities: Shawn Macpherson, City Attorney; Carol Tobin, Municipal Research and Services Center (MRSC); and Phil Bourquin, Community Development Director (Exhibit 1). The additional research information recommended by these authorities was also provided (Exhibit 2).

In conclusion, there are very few applications in the City that are considered inactive, and as proposed, this amendment requires specific outreach actions to occur prior to determining an expiration date.

## RECOMMENDATION

**That City Council conducts a public hearing, deliberates, and adds Section 18.55.140 –Expiration of Complete Land Use Applications, to the Camas Municipal Codes.**

**Exhibit 1**  
**(MC15-01) Permit Expirations**

---

**From:** Carol Tobin <ctobin@mrsc.org>  
**Sent:** Wednesday, January 14, 2015 5:07 PM  
**To:** Sarah Fox  
**Subject:** RE: limiting the validity of development applications if decisions are not issued

Hi Sarah,

This is in response to your request for examples and guidance regarding limiting the time that a complete application may be on hold.

I'm sure you are aware of [RCW 36.70B.070](#) regarding the determination of completeness for permit project applications. Since the statutes do not provide specific direction regarding what constitutes a complete application or procedures associated with this, it is up to the city to establish procedures regarding complete applications, including any time limit on the expiration of a complete application.

I found a few examples of codes that address the expiration of complete applications:

- Renton Municipal Code [sec. 4-8-100](#) APPLICATION AND DECISION – GENERAL: (C)(4) Expiration of Complete Land Use Applications and (C) (5) Extension of Complete Application:
- Shoreline Municipal Code, [sec. 20.30.100](#) (D) Expiration, [20.30.140](#) – Permit processing time limits, [20.30.160](#) - Expiration of vested status of land use permits and approvals, and [20.30.165](#)
- Chelan Municipal Code [sec. 19.18.110](#) - Expiration of applications.

I discussed the retroactive application of this concept with one of MRSC's legal consultants. He indicated that this should be OK if the city starts the time limit now for applications currently on hold and notifies the applicant of the new expiration deadline. In other words, if, for example, the city imposes a one-year limit and an existing application has been on hold for one year, that application could stay on hold for one year more. The same approach would apply to an application that has been on hold for many years. If the city decides on a one-year limit, that application could also stay on hold for one year more.

Most codes address expiration when the city requests additional information from the applicant to make a determination that an application is complete rather than the situation you mention where an application has been determined to be complete, but the applicant requests an extension (for example, see Gig Harbor Municipal Code [sec. 19.02.006](#) - Expiration of complete applications).

I hope this information is helpful. Please let me know if you have further questions.

Thank you for contacting MRSC. Help us improve our services by taking our five-question survey [here](#).

Carol

**Carol Tobin**

Planning Consultant

206.436-3797/800.933.6772 | [MRSC.org](#) | Local Government Success

## Sarah Fox

---

**From:** Phil Bourquin  
**Sent:** Wednesday, January 14, 2015 2:18 PM  
**To:** Sarah Fox  
**Subject:** Expiration of Vested Rights

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Excerpt from Blaine Municipal Code:

F. 1. Above and beyond the requirements of subsections (A) through (E) of this section, all permit applications shall be valid for one year from the date of the written notice that the application is complete. If a final decision by the review authority is not made within this time, the application shall become null and void unless an extension is granted. The review authority may grant a maximum of two one-year extensions at the timely request of the applicant upon the determination by the city that the applicant can establish that a reasonable good faith effort to complete the project application was undertaken during the time that the application was pending. Each one-year extension shall be considered independently.

2. In determining the number of days that have elapsed after an application is determined to be complete for the purposes of subsection (F)(1) of this section, any time period during which an environmental impact statement is being prepared following a determination of significance pursuant to Chapter 43.21C RCW and Chapter 17.80 BMC shall be excluded. (Ord. 2811 § 2 (Exh. A), 2012; Ord. 2728 § 2 (Exh. A), 2009; Ord. 2673 § 2, 2007; Ord. 2554 § 3, 2003)

Phil Bourquin  
Community Development Director  
Ph. 360.817.1562 ext. 4254  
Email: [pbourquin@cityofcamas.us](mailto:pbourquin@cityofcamas.us)



**Live, Work, Recreate and Educate**



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**From:** macphersonlaw@comcast.net  
**Sent:** Tuesday, January 20, 2015 3:35 PM  
**To:** Sarah Fox  
**Cc:** Phil Bourquin; MacPherson, shawn  
**Subject:** Re: code amendment assistance  
**Attachments:** Erickson v McLerran.pdf; Bellevue Code.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

In reference to CMC18.55.130(D), I do not read the code as allowing a developer to unilaterally request an indefinite hold. The reference to extensions of time requires that both the applicant and the City agree to it. In such a circumstance, the City could reasonably impose time limitations. Bellevue has a code section 20.40.510, which deals with "cancellation of land use applications." I have attached a copy. For clarity, we could include an amendment which indicates that any extensions of time have a time limit, and, following this period of inactivity, the City would have the discretion to cancel the land use application.

I have also attached a Supreme Court case, *Erickson & Associates, Inc v McLerran*, 123 Wn 2d 864 (1994). Essentially, the Supreme Court has ruled that local jurisdictions have the right to adopt vesting rules which "suit their particular local needs." There is a discussion on the top of page 874 which discusses the balancing act between the interests of the developer and the interests of the local jurisdiction.

Upon review, if you want to meet and more fully discuss this matter, please let me know. Thank you.

---

**From:** "Sarah Fox" <SFox@cityofcamas.us>  
**To:** "MacPherson Law <macphersonlaw@comcast.net>" <macphersonlaw@comcast.net>  
**Cc:** "Phil Bourquin" <PBourquin@cityofcamas.us>  
**Sent:** Wednesday, January 14, 2015 11:08:54 AM  
**Subject:** code amendment assistance

Hi Shawn,

Phil asked that I find a solution, and propose a code amendment that will impose a time limitations on pending applications. Particularly those where an applicant has requested that they are placed on hold. I have searched MRSC and Planning.org, and the web in general and have not found any guidance or examples. Perhaps I am using the wrong search terms?

I attached the draft staff report summary, which is an attempt to explain the problem that we would like to solve. Do you have any suggestions?

Thanks!

## SUMMARY

There is an understanding that development applications may progress at the discretion of applicant, aside from the city's requirements to respond and issue decisions. Some applicants request that their development application, after being determined "technically complete", be placed on hold, essentially stopping the regulatory time clock for decision making. The reasons vary, although it is typically requested when ownership of a project changes hands, or there are technical studies that must be conducted in order to proceed. The city is concerned about the effect to the community when a development application is on hold indefinitely, and the vested codes are not consistent with current regulations, particularly current environmental regulations.

ity, however, abandons this solid precedent and uses common law to expand the availability of attorney fees. We have consistently left such decisions to the Legislature, and until the Legislature acts to change the current rule, I would adhere to the long-established precedent that attorney fees are not recoverable in a slander of title action. Therefore, I dissent.

ANDERSEN, C.J., and MADSEN, J., concur with DOLLIVER, J.

[No. 60623-4. En Banc. May 19, 1994.]

ERICKSON & ASSOCIATES, INC., ET AL, *Petitioners*, v.  
DENNIS J. MCLERRAN, ET AL, *Respondents*.

- [1] **Statutes — Validity — Presumption — Burden of Proof — Degree of Proof.** A legislative enactment challenged on constitutional grounds is presumed to be constitutional and the challenger has the burden of proving its unconstitutionality beyond a reasonable doubt.
- [2] **Building Regulations — Land Use Regulations — Due Process — Vesting Doctrine.** An ordinance under which a development “vests” with respect to existing land use regulations not later than the date the developer submits a complete building permit application satisfies constitutional due process requirements.
- [3] **Building Regulations — Vesting Doctrine — Local Ordinances — Test.** Municipalities may enact their own vesting schemes to suit their particular local needs so long as the schemes remain within the parameters set by RCW 19.27.095(1) and the common law vesting doctrine.

**Nature of Action:** A developer sought judicial review of the application of a critical areas ordinance to a development project for which the developer had earlier submitted a master use permit application.

**Superior Court:** The Superior Court for King County, No. 90-2-25053-9, Ann Schindler, J., on April 14, 1992, denied the developer’s motion for summary judgment.

**Court of Appeals:** The court at 69 Wn. App. 564 *affirmed* the denial of the summary judgment, holding that the developer’s right to a master use permit did not vest before the critical areas ordinance was enacted.

**Supreme Court:** Holding that a local ordinance defining the time at which a development vests is constitutional and satisfies common law and statutory requirements and that the development did not vest upon application for a master use permit, the court *affirms* the decision of the Court of Appeals.

*Oles, Morrison & Rinker*, by *David H. Karlen*, for petitioners.

*Mark H. Sidran*, City Attorney, and *Patrick J. Schneider* and *Robert D. Tobin*, Assistants, for respondents.

*Stephen M. Rummage*, *Thomas A. Goeltz*, and *Marco de Sa e Silva* on behalf of Building Industry Association of Washington, amicus curiae for petitioners.

*Patrick D. Sutherland*, Prosecuting Attorney for Thurston County, and *Thomas R. Bjorgen*, Senior Deputy, on behalf of the Association of Washington Cities, Washington Association of Prosecuting Attorneys, and Washington Association of Counties, amici curiae for respondents.

*David A. Bricklin* and *Michael W. Gendler* on behalf of Washington Environmental Council, amicus curiae for respondents.

**JOHNSON, J.** — This appeal involves the application of Washington’s vested rights doctrine to master use permit applications. Petitioners, Erickson & Associates and Ron Danz (Erickson), challenge a City of Seattle ordinance that sets the vesting date for development projects. Under the city ordinance, Seattle Municipal Code (SMC) 23.76.026, a

development project vests (1) when the developer submits a complete building permit application, or (2) when the City earlier issues a master use permit without a building permit application. Erickson contends the ordinance is unconstitutional, arguing Washington's vested rights doctrine requires the City to vest development rights when a master use permit application is submitted rather than when it is issued. The trial court denied Erickson's summary judgment motion on this issue and the Court of Appeals affirmed. We agree.

## I

Master Use Permits (MUP's) are site plan approval permits employed by the City of Seattle to streamline the regulatory review process. MUP's are "umbrella" or "master" permits, which actually represent a number of independent regulatory components, including environmental impact review, comprehensive plan review, and other *use* inquiries. MUP's are mandatory for development in Seattle; however, MUP review is an iterative process. Developers may have general concepts in mind for development of property, and want to explore various scenarios with the municipality. In response to municipal feedback, project plans change and evolve. As plans develop, the specific requirements of a particular MUP may change. The MUP process makes it easier for developers and citizens to get through the land use regulatory review process by having one employee designated as the applicant's "contact" person.

On July 5, 1990, Erickson submitted a MUP application to the City of Seattle's Department of Construction and Land Use (DCLU). Erickson sought "use approval" for a commercial and residential project it proposed to build in the city. The proposed project consisted of residential units, approximately 4,500 square feet of commercial space, and 43 parking stalls. Erickson did not submit a building permit application for this project.

During the permitting process, the Seattle City Council passed an interim ordinance, SMC 25.09, in response to the

Growth Management Act's requirement that local governments adopt critical areas ordinances. RCW 36.70A.060(2). The ordinance applies to properties with steep slopes or other sensitive features such as wetlands, and prohibits more than 40 percent of applicable properties to be covered with impermeable surfaces such as parking lots, driveways, or roofs. SMC 25.09.

During the review of Erickson's MUP application, DCLU determined part of Erickson's project was located on slopes steep enough to qualify as a "critical area" under the new ordinance. After finding Erickson proposed to cover approximately 80 percent of the property with impervious surfaces, DCLU sent written notice that Erickson would have to revise the project, conform it to the ordinance, or obtain a reasonable use exception from the requirements of the ordinance.

Instead, Erickson filed a petition for a writ of certiorari to challenge the application of the critical areas ordinance to its project. Erickson claimed that, like a building permit, the MUP application vested on the date it was filed. The trial court quashed the writ of review because Erickson did not first seek a reasonable use exception. Erickson then sought and was denied the exception.

Having exhausted administrative remedies, Erickson moved for partial summary judgment on the vested rights issue. The trial court denied Erickson's summary judgment motion. Erickson appealed to Division One of the Court of Appeals. The Court of Appeals affirmed the trial court, upholding the constitutionality of SMC 23.76.026. *Erickson & Assocs., Inc. v. McLerran*, 69 Wn. App. 564, 570, 849 P.2d 688 (1993). Erickson now appeals that judgment.

## II

At issue in this case is whether Washington's vested rights doctrine applies to the filing of a completed MUP application as it does to the filing of a building permit application.

Washington's doctrine of vested rights entitles developers to have a land development proposal processed under the

regulations in effect at the time a complete building permit application is filed, regardless of subsequent changes in zoning or other land use regulations. *West Main Assocs. v. Bellevue*, 106 Wn.2d 47, 720 P.2d 782 (1986); *Hull v. Hunt*, 53 Wn.2d 125, 331 P.2d 856 (1958); *State ex rel. Ogden v. Bellevue*, 45 Wn.2d 492, 275 P.2d 899 (1954); Richard L. Settle, *Washington Land Use and Environmental Law and Practice* § 2.7 (1983). The building permit application must (1) be sufficiently complete, (2) comply with existing zoning ordinances and building codes, and (3) be filed during the effective period of the zoning ordinances under which the developer seeks to develop. *Valley View Indus. Park v. Redmond*, 107 Wn.2d 621, 638, 733 P.2d 182 (1987).

In 1987, the Legislature codified these principles. Laws of 1987, ch. 104, pp. 317-18 (codified at RCW 19.27.095(1)). RCW 19.27.095(1) provides:

A valid and fully complete building permit application for a structure, that is permitted under the zoning or other land use control ordinances in effect on the date of the application shall be considered under the building permit ordinance in effect at the time of application, and the zoning or other land use control ordinances in effect on the date of application.

Washington's vesting rule runs counter to the overwhelming majority rule that "development is not immune from subsequently adopted regulations until a building permit has been obtained and substantial development has occurred in reliance on the permit." Settle, *supra* at 40. This court rejected the reliance-based majority rule, instead embracing a vesting principle which places great emphasis on certainty and predictability in land use regulations. *West Main Assocs.*, 106 Wn.2d at 51. "The purpose of the vesting doctrine is to allow developers to determine, or 'fix,' the rules that will govern their land development." *West Main Assocs.*, 106 Wn.2d at 51.

At issue here is an ordinance that regulates the vesting date for Seattle master use permits. Seattle Municipal Code 23.76.026, "Vesting of development rights", reads in pertinent part:

Applications for all master use permit components except subdivisions and short subdivisions shall be considered under the Land Use Code and other land use control ordinances in effect on the date a fully complete building permit application, meeting the requirements of Section 302 of the Seattle Building Code, is filed. Until a complete building permit application is filed, such Master Use Permit applications shall be reviewed subject to any zoning or other land use control ordinances that become effective prior to the date that notice of the Director's decision on the application is published, if the decision can be appealed to the Hearing Examiner, or prior to the date of the Director's decision if no Hearing Examiner appeal is available.

(Footnote omitted.) SMC 23.76.026. Under the Seattle ordinance, vesting occurs either (1) when a developer files a complete building permit application at any point in the MUP permitting process (known as a "combined MUP"), or (2) when the MUP is issued by the City, even if no building permit has been submitted (known as a straight MUP).

Erickson challenges the constitutionality of SMC 23.76.026, arguing the ordinance infringes upon development interests and violates Erickson's due process right to be treated in a fair manner by the City. Erickson contends the vested rights doctrine is not limited to building permit applications and the doctrine requires the City to process MUP applications according to the land use regulations in effect at the time a MUP is filed. Erickson further argues land development in Washington has become increasingly complex, discretionary, and expensive and the vested rights doctrine will afford property owners little protection if its scope is limited to building permit applications.

### III

[1] Erickson first argues SMC 23.76.026 is constitutionally defective. When reviewing a constitutional challenge to a legislative enactment we presume the enactment is constitutional, and the party challenging the enactment bears the burden of proving it unconstitutional beyond a reasonable doubt. *State v. Brayman*, 110 Wn.2d 183, 193, 751 P.2d 294 (1988); *Tekoa Constr., Inc. v. Seattle*, 56 Wn. App. 28, 34, 781 P.2d 1324 (1989), *review denied*, 114 Wn.2d 1005 (1990).

[2] Erickson correctly asserts our vesting doctrine is rooted in constitutional principles of fundamental fairness. The doctrine reflects a recognition that development rights represent a valuable and protectable property right. *West Main Assocs.*, 106 Wn.2d at 50 (citing *Louthan v. King Cy.*, 94 Wn.2d 422, 428, 617 P.2d 977 (1980)). By promoting a date certain vesting point, our doctrine insures "that new land-use ordinances do not unduly oppress development rights, thereby denying a property owner's right to due process under the law." *Valley View Indus. Park*, 107 Wn.2d at 637. Our vested rights cases thus establish the constitutional minimum: a "date certain" standard that satisfies due process requirements. *Hull*, 53 Wn.2d at 130.

Seattle contends its vesting ordinance complies with the minimum requirements set forth by this court and by statute. We agree. Under SMC 23.76.026 the vesting point for a MUP application is controllable by a developer, and, in all instances, vesting occurs no later than the building permit application stage. At any point in the MUP review process a developer can file a complete building permit application. The developer's rights then vest and the City must process the proposed project under the then existing land use and construction ordinances.

Because its ordinance complies with the statutory and common law vesting requirements, Seattle argues it should not be required to vest development rights earlier, at the outset of the MUP review stage. Erickson contends, however, the constitutional principles underlying the vested rights doctrine require Seattle to apply the rules applicable to vesting in the building permit context to MUP applications. Seattle's failure to do so, Erickson argues, ignores the constitutional underpinnings of the vested rights doctrine and ignores the practicalities of modern property development.

Both parties agree MUP's are now a critical part of the development process. Therefore, Erickson argues, under Seattle's land use permitting scheme, the need for certainty is greatest at the use review stage and the vested rights

doctrine should protect development rights when a developer applies for a MUP. Erickson's arguments ignore that the City's ordinance does afford developers certainty and predictability required by due process. A developer controls the date of vesting by selecting the time at which he/she chooses to submit a completed building application. Here, Erickson opted for the straight MUP process, under which no vesting occurs until the MUP is approved. Under Seattle's ordinance, Erickson could have protected its rights by filing a building permit at the beginning or at any point in the process. Erickson failed to do so, even though "[t]he MUP application met all requirements then in effect, and the MUP was just about to be issued" when the Seattle City Council enacted the critical areas ordinance. Pet. for Review, at 2-3.

Erickson further argues Seattle's vesting ordinance gives the City limitless discretion to delay the issuance of a MUP, so as to bring a proposed project within the scope of new land use regulations. We disagree. This is not a case where the City has reserved for itself the sole discretion to determine the date of vesting. See, e.g., *West Main Assocs.*, 106 Wn.2d at 52-53 (court struck down a municipal ordinance requiring, along with the filing of a complete building permit, city approval of several additional permits before development rights vested); see also *Adams v. Thurston Cy.*, 70 Wn. App. 471, 855 P.2d 284 (1993). Erickson does not argue the City acted in bad faith with respect to Erickson's application. Even absent rigid deadlines, the City is still obligated to act in good faith when processing MUP applications.

Erickson next argues the vested rights doctrine is not limited to building permit applications, but instead applies to other land development permits. Erickson contends the Court of Appeals decision in this case conflicts with prior decisions applying the vested rights doctrine in other contexts. See, e.g., *Talbot v. Gray*, 11 Wn. App. 807, 811, 525 P.2d 801 (1974) (shoreline permit), *review denied*, 85 Wn.2d 1001 (1975); *Juanita Bay Vly. Comm'ty Ass'n v. Kirkland*, 9 Wn. App. 59, 83-84, 510 P.2d 1140 (grading permit), *review*

denied, 83 Wn.2d 1002 (1973); *Ford v. Bellingham-Whatcom Cy. Dist. Bd. of Health*, 16 Wn. App. 709, 715, 558 P.2d 821 (1977) (septic tank permit); but see *Norco Constr., Inc. v. King Cy.*, 97 Wn.2d 680, 649 P.2d 103 (1982) (court declined to extend the vested rights doctrine to preliminary plat applications). In support of this argument, Erickson relies on two cases in which courts have applied the vested rights doctrine to use permit applications. See *Victoria Tower Partnership v. Seattle*, 49 Wn. App. 755, 745 P.2d 1328 (1987), appeal after remand, 59 Wn. App. 592, 800 P.2d 380 (1990), review denied, 116 Wn.2d 1012 (1991); *Beach v. Board of Adj.*, 73 Wn.2d 343, 438 P.2d 617 (1968).

Erickson's argument is not persuasive. Neither *Beach* nor *Victoria Tower* controls the outcome of this case because neither case involved a vesting ordinance like the one at issue here. *Beach* involved a conditional use permit. The determinative issue was whether a verbatim record of proceedings was required to establish an adequate record for review. The court held a verbatim record of administrative proceedings was necessary to enable judicial review under a writ of review. Because no such record existed, the case was remanded for a new hearing on the developer's conditional use permit application. *Beach*, 73 Wn.2d at 347. The conditional use permit at issue in *Beach* does not support Erickson's argument regarding the MUP vesting scheme at issue here.

*Victoria Tower* is likewise inapplicable here. Like this case, *Victoria Tower* involved a Seattle MUP application. Appellants argued, and the Court of Appeals agreed, the City's application of newly adopted environmental policies to its MUP application violated *Victoria Tower's* vested rights. *Victoria Tower*, 49 Wn. App. at 763. However, the analysis in *Victoria Tower* is inapposite here because the vesting ordinance at issue in this case, SMC 23.76.026, was not adopted until 1985, approximately 5 years after the *Victoria Tower* appellant's application was filed.

[3] We agree with Erickson that our prior cases apply the vested rights doctrine in other contexts beside building per-

mits. However, none of these cases prevent a municipality from developing a vesting scheme like the one in place in Seattle. Our vested rights doctrine is not a blanket rule requiring cities and towns to process all permit applications according to the rules in place at the outset of the permit review. Instead, the doctrine places limits on municipal discretion and permits landowners or developers "to plan their conduct with reasonable certainty of the legal consequences". *West Main Assocs.*, 106 Wn.2d at 51. Within the parameters of the doctrine established by statutory and case law, municipalities are free to develop vesting schemes best suited to the needs of a particular locality.

Erickson lastly argues the practicalities of modern property development require us to extend the vested rights doctrine to Seattle's MUP process to maintain the balance of private and public interests embodied in the doctrine. Both parties agree land development in Washington has become an increasingly complex, discretionary, and expensive process. Additionally, both parties agree the MUP review process is now a critical stage in Seattle property development. Land use, zoning, and environmental regulations all must be satisfied before a MUP will be issued. The parties disagree, however, on what impact these requirements should have on the vesting doctrine. Erickson asserts the increasingly onerous nature of land use review makes the use review (such as Seattle's MUP process), rather than building permit review, the critical stage in land use regulation and requires the application of the vested rights doctrine to MUP's. The City contends its ordinance responds to the increased burden on developers by creating a process where the developer can control and defer the costs associated with permitting.

Development interests and due process rights protected by the vested rights doctrine come at a cost to the public interest. The practical effect of recognizing a vested right is to sanction the creation of a new nonconforming use. A proposed development which does not conform to newly adopted laws is, by definition, inimical to the public interest

embodied in those laws. If a vested right is too easily granted, the public interest is subverted.

This court recognized the tension between public and private interests when it adopted Washington's vested rights doctrine. The court balanced the private property and due process rights against the public interest by selecting a vesting point which prevents "permit speculation", and which demonstrates substantial commitment by the developer, such that the good faith of the applicant is generally assured. The application for a building permit demonstrates the requisite level of commitment. In *Hull v. Hunt, supra*, this court explained, "the cost of preparing plans and meeting the requirements of most building departments is such that there will generally be a good faith expectation of acquiring title or possession for the purposes of building . . .". *Hull*, 53 Wn.2d at 130.

Erickson argues the cost of preparing and submitting a MUP likewise poses a significant burden on developers. The MUP process is sufficiently expensive, contends Erickson, so as to prevent permit speculation and to give the developer a stake in the process that should be protected.

We reject Erickson's argument for several reasons. First, Erickson's cost-based arguments fail because substantial dollar figures alone do not demonstrate a significant burden on developers. The cost of obtaining a MUP varies greatly depending on the complexity of the proposal. It is the relative cost of the application compared to the total project cost that should be considered in evaluating the deterrent effect of the MUP application's cost to speculation in development permits. Second, we reject a cost-based analysis that reintroduces the case-by-case review of a developer's reliance interest we rejected 40 years ago when we adopted the vested rights doctrine.

Third, unlike building permit applications, MUP applications may be submitted at the infancy of a proposed development project. Much of the cost associated with MUP applications may be incurred *after* the application is filed. If, as Erickson urges, vested rights apply to MUP applications,

developers can vest valuable development rights prior to any substantial commitment to a project. Thus, the necessary indicia of good faith and substantial commitment are lacking at the outset of the master use permitting process.

Finally, Erickson points to no cases from this state or any other jurisdiction that support expanding the vesting doctrine beyond its current limits. Erickson concedes our State's doctrine is already one of the most protective of developer's rights.

The City's vesting ordinance strikes a proper balance between developers' rights and public interest. As a project progresses through MUP review, its plans mature and grow increasingly concrete. At the same time the developer's interest matures. The City's vesting ordinance permits a developer to vest development rights, when, in the best judgment of the developer, it makes economic sense to do so. The developer, working with the City, is in the best position to make this determination, and, like the Court of Appeals, "[w]e see no good policy reasons to prevent local governments from providing this alternative to developers". *Erickson*, 69 Wn. App. at 569.

Erickson urges us to "modernize" the doctrine in light of the substantial increase in land use regulations adopted by the Legislature in recent years. We agree with Erickson that Washington has undergone a sea change with respect to land use regulation. However, from this observation we reach a different conclusion.

Underlying the dispute in this case is a newly enacted critical areas ordinance, adopted by the City of Seattle under the requirements of the Growth Management Act. RCW 36.70A. The Legislature's passage of both the Growth Management Act (Act) and the State Environmental Policy Act of 1971 (SEPA) reflects public recognition that the influences of population growth, industrialization, and urbanization require us to place greater emphasis on natural resource protection and urban planning. The Growth Management Act begins with the following legislative findings:

The legislature finds that uncoordinated and unplanned growth, together with a lack of common goals expressing the public's interest in the conservation and the wise use of our lands, pose a threat to the environment, sustainable economic development, and the health, safety, and high quality of life enjoyed by residents of this state. It is in the public interest that citizens, communities, local governments, and the private sector cooperate and coordinate with one another in comprehensive land use planning. Further, the legislature finds that it is in the public interest that economic development programs be shared with communities experiencing insufficient economic growth.

RCW 36.70A.010. SEPA begins with similar findings. See RCW 43.21C.020.

The legislative findings in both SEPA and the Growth Management Act demonstrate the Legislature's understanding that greater regulation of property use is necessary to accomplish the goals set forth in both acts. Additionally, these findings reflect a legislative awareness that land is scarce, land use decisions are largely permanent, and, particularly in urban areas, land use decisions affect not only the individual property owner or developer, but entire communities.

The Growth Management Act imposed substantial new requirements on local governments. Under the Act, most counties and municipalities must establish comprehensive development plans, identify natural resources and critical areas, as well as develop a variety of regulations consistent with the Act and the local development plans. See RCW 36.70A.060.170. The Act further mandates that localities act quickly, placing strict compliance deadlines for each requirement. Here, the Growth Management Act required Seattle to have a critical areas ordinance in place by September 1, 1991. RCW 36.70A.060. Given the substantial legislative activity in land use law, we are unwilling to modify or expand the vested rights doctrine unless it is required to protect the constitutional interests at stake.

#### IV

In sum, the MUP review procedures developed by the City promote review process efficiency and effective interac-

tion between the permit applicant and the City and it maximizes developer flexibility and business judgment. Our vested rights doctrine does not require the City to process MUP applications under the regulations in place at the infancy of the review process. Nor are we persuaded that changes in land use law warrant an expansion of the doctrine. We hold SMC 23.76.026 is constitutional and satisfies the requirements of case and statutory law.

Accordingly, the decision of the Court of Appeals is affirmed.

ANDERSEN, C.J., and UTTER, BRACHTENBACH, DOLLIVER, DURHAM, SMITH, GUY, and MADSEN, JJ., concur.

[No. 60715-0. En Banc. May 19, 1994.]

THE STATE OF WASHINGTON, *Respondent*, v.  
CHRISTOPHER NOEL THOMSON, *Petitioner*.

- [1] **Criminal Law — Trial — Presence of Defendant — Right To Be Present — Waiver — Test.** The constitutional right to be present at trial may be waived if the waiver is voluntary and knowing.
- [2] **Criminal Law — Trial — Presence of Defendant — Right To Be Present — Waiver — Voluntariness — Determination.** A criminal trial may continue in the defendant's absence under CrR 3.4(b) if the defendant's absence is voluntary. A voluntary absence operates as an implied waiver of the defendant's right to be present for the trial. Whether the defendant's absence is voluntary is determined by the totality of the circumstances.
- [3] **Criminal Law — Trial — Presence of Defendant — Absence — Continuing With Trial — Review — Standard of Review.** A trial court's decision under CrR 3.4(b) to continue a criminal trial in the defendant's absence is reviewed under the abuse of discretion standard.



**20.40.500 Vesting and expiration of vested status of land use permits and approvals.****A. Vesting for Permits and Approvals.**

1. Permits and Approvals Other than Subdivisions and Short Subdivisions and Conditional Uses. Applications for all land use permits and approvals except subdivisions and short subdivisions and conditional uses shall be considered under the Land Use Code and other land use control ordinances in effect on the date that a fully complete Building Permit application, meeting the requirements of BCC 23.05.090, E and F, is filed. If a complete Building Permit application is not filed, the land use permit or approval shall become vested to the provisions of the Land Use Code upon the date of the City's final decision on the land use permit or approval.

2. Subdivisions and Short Subdivisions and Conditional Uses. An application for approval of a subdivision or short subdivision of land, as defined in LUC 20.50.046, or for a conditional use, as defined in LUC 20.50.014, shall be considered under the Land Use Code and other land use control ordinances in effect when a fully completed application is submitted for such approval which satisfies the submittal requirements of the Director specified pursuant to LUC 20.35.030.

**B. Expiration of Vested Status of Land Use Permit or Approval.**

1. The vested status of a land use permit or approval shall expire as provided in subsection B.2 of this section; provided, that:

a. Variances shall run with the land in perpetuity if recorded with King County Department of Records and Elections within 60 days following the City's final action; and

b. Critical Areas Land Use Permits shall expire as set forth in LUC 20.30P.150; and

c. Lots in a subdivision or short subdivision shall be vested against changes in the Land Use Code, except for changes that address a serious threat to the public health or safety as found by the City Council when such change is adopted, for a period of five years following the date of recording of the final plat or final short plat; and

d. The time period established pursuant to subsection B.2 of this section shall not include the time during which an activity was not actively pursued due to the pendency of litigation which may materially affect rights of the applicant for the permit or approval related to that permit or approval.

2. The vested status of a land use permit or approval shall expire two years from the date of the City's final decision, unless:

a. A complete Building Permit application is filed before the end of the two-year term. In such cases, the vested status of the land use permit or approval shall be automatically extended for the time period during which the Building Permit application is pending prior to issuance; provided, that if the Building Permit application expires or is canceled pursuant to BCC 23.05.100, the vested status of a land use permit or approval shall also expire or be

canceled. If a Building Permit is issued and subsequently renewed, the vested status of the land use permit or approval shall be automatically extended for the period of the renewal;

b. For projects which do not require a Building Permit, the use allowed by the permit or approval has been established prior to the expiration of the vested status of the land use permit or approval and is not terminated by abandonment or otherwise;

c. The vested status of a land use permit or approval is extended pursuant to subsection B.3 of this section; or

d. The vested status of a land use permit or approval is extended pursuant to:

i. LUC 20.25A.126 (Vesting and expiration of vested status of land use permits and approvals – Downtown projects);

ii. LUC 20.30V.190 (Extended vesting period for Master Development Plans and associated Design Review approval); or

iii. A development agreement authorized by the terms of this Land Use Code to extend vested status.

3. When a Building Permit is issued, the vested status of a land use permit or approval shall be automatically extended for the life of the Building Permit. If the Building Permit expires, or is revoked or canceled pursuant to BCC 23.05.100 or otherwise, then the vested status of a land use permit or approval shall also expire, or be revoked or canceled. (Ord. 6197, 11-17-14, §§ 31, 32; Ord. 6102, 2-27-13, § 10; Ord. 5683, 6-26-06, § 33; Ord. 4973, 3-3-97, § 874; Ord. 4816, 12-4-95, § 974)

#### **20.40.510 Cancellation of land use applications.**

Applications for land use permits and approvals may be canceled for inactivity if an applicant fails to respond to the Department's written request for revisions, corrections, or additional information within 60 days of the request. The Director may extend the response period beyond 60 days if within that time period the applicant provides and subsequently adheres to an approved schedule with specific target dates for submitting the full revisions, corrections, or other information needed by the Department. (Ord. 4973, 3-3-97, § 875; Ord. 4816, 12-4-95, § 975)

The Renton Municipal Code is current through Ordinance 5742, passed December 8, 2014.

Ordinance 5724, containing interim zoning regulations, passed September 22, 2014, is in effect but not codified.

Disclaimer: The City Clerk's Office has the official version of the Renton Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited

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which may be considered during a preapplication meeting.

#### **B. SUBMITTAL OF FORMAL APPLICATION:**

Applications, except appeals of administrative or environmental determinations shall be filed with the Development Services Division.

#### **C. LETTER OF COMPLETENESS:**

**1. Timing:** Within twenty eight (28) days after receipt of an application, the Department of Community and Economic Development shall provide a written determination that the application is deemed complete or incomplete according to the submittal requirements as listed in RMC 4-8-120A, B or C, and any site-specific information identified after a site visit. In the absence of a written determination, the application shall be deemed complete.

#### **2. Applications Which are Not Complete:**

**a. Notice of Incomplete Application:** If an application is determined incomplete, the necessary materials for completion shall be specified in writing to the contact person and property owner.

**b. Notice of Complete Application or Request for Additional Information:** Within fourteen (14) days of submittal of the information specified as necessary to complete an application, the applicant will be notified whether the application is complete or what additional information is necessary. The maximum time for resubmittal shall be within ninety (90) days of written notice.

**c. Time Extensions:** In such circumstances where a project is complex or conditions exist that require additional time, the Community and Economic Development Administrator may allow the applicant, contact person and/or property owner additional time to provide the requested materials. When granted, extension approvals shall be provided in writing. (Ord. 5676, 12-3-2012)

**3. Additional Information May Be Requested:** A written determination of completeness does not preclude the Department of Community and Economic Development from requesting supplemental information or studies, if new information is required to complete review of an application or if significant changes in the permit application are proposed. The Department of Community and Economic Development may set deadlines for the submittal or supplemental information.

**4. Expiration of Complete Land Use Applications:** Any land use application type described in RMC 4-8-080 that has been inactive and an administrative decision has not been made or has not been reviewed by the Hearing Examiner in a public hearing shall become null and void six (6) months after a certified notice is mailed to the applicant, contact person and property owner, unless other time limits are prescribed elsewhere in the Renton Municipal Code or other codes adopted by reference.

**5. Extension of Complete Application:** A one-time, one-year extension may be granted if a written extension request is submitted prior to the expiration date identified in the certified notice and the applicant, contact person or property owner(s) has demonstrated due diligence and reasonable reliance towards project completion. In consideration of due diligence and reasonable reliance the Community and Economic Development Administrator shall consider the following:

- a. Date of initial application;
- b. Time period the applicant had to submit required studies;
- c. Availability of necessary information;
- d. Potential to provide necessary information within one (1) year;
- e. Applicant's rationale or purpose for delay; and
- f. Applicant's ability to show reliance together with an expectation that the application would not expire. (Ord. 4587, 3-18-1996; Ord. 4660, 3-17-1997; Ord. 5605, 6-6-2011; Ord. 5676, 12-3-2012)

#### **D. NOTICES TO APPLICANT:**

The applicant shall be advised of the date of acceptance of the application and of the environmental determination. The applicant shall be advised of the date of any public hearing at least ten (10) days prior to the public hearing. (Ord. 3454, 7-28-1980)

#### **E. REPORT BY DEVELOPMENT SERVICES:**

**1. Report Content:** When such application has been set for public hearing, if required, the Development Services Division shall coordinate and assemble the comments and recommendations of other City departments and government agencies having an interest in the subject application and shall prepare a report summarizing the factors involved and the Development Services Division findings and supportive recommendations.

[Notice that there are not any changes proposed to Subsection 130, it is only provided as context for the proposed code addition, which is provided as Subsection 140 and underlined.]

18.55.130 - Letter of completeness Type II, Type III or SMP.

- A. Upon submission of a Type II, Type III, or SMP application, the director should date stamp the application form, and verify that the appropriate application fee has been submitted. The director will then review the application and evaluate whether the application is complete. Within twenty-eight days of receipt of the application, the director shall complete this initial review and issue a letter to the applicant indicating whether or not the application is complete. If not complete, the director shall advise the applicant what information must be submitted to make the application complete.
- B. If the director does not issue a letter of completeness or incompleteness within twenty-eight days, the application will be presumed complete on the twenty-eighth day after submittal.
- C. Upon receipt of a letter indicating the application is incomplete, the applicant has one hundred eighty days from the original application submittal date within which to submit the missing information or the application shall be rejected and all materials returned to the applicant. If the applicant submits the requested information within the one hundred eighty day period, the director shall again verify whether the application, as augmented, is complete. Each such review and verification should generally be completed within fourteen days.
- D. Once the director determines the application is complete, or the applicant refuses in writing to submit any additional information, the city shall declare the application complete and generally take final action on the application within one hundred twenty days of the date of the completeness letter. The timeframe for a final decision may vary due to requests by the city to correct plans, perform required studies, provide additional required information, extensions of time agreed to by the applicant and the city, or delays related to simultaneous processing of shoreline or SEPA reviews.
- E. The approval criteria and standards which control the city's review and decision on a complete application are those which were in effect on the date the application was first submitted, or as prescribed by a development agreement.

18.55.140 – Expiration of Complete Land Use Applications

- A. Any land use application type described in CMC§18.55.130(D) that has been inactive and a decision has not been made shall become null and void 120 days after a certified notice is mailed to the applicant and property owner.
- B. A one-time, one year extension may be granted if a written extension request is submitted prior to the expiration date identified in the certified notice and the applicant or property owner(s) has demonstrated due diligence and reasonable reliance towards project completion. In consideration of due diligence the Director may consider the following:
  - 1. Date of initial application;
  - 2. Time period the applicant had to submit required studies;
  - 3. That there have been no major modifications to the application or to the site conditions;
  - 4. That there has not been significant changes in applicable regulations;
  - 5. Potential to provide necessary information within one (1) year; and
  - 6. Applicant's rationale or purpose for delay.

ORDINANCE NO. 15-011

AN ORDINANCE amending the Camas Municipal Code adopting revisions relating to the transition of the Engineering Department from Community Development to Public Works.

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

Section I

A new subsection 2.24.030(G), of the Camas Municipal Code, is hereby adopted to provide as follows:

- G. Engineering Department, the manager of which shall be the City Engineer or Engineering Manager.

Section II

Subsection 2.26.030 (E), of the Camas Municipal Code, is hereby repealed.

Section III

Section 2.88.050 – Meetings, of the Camas Municipal Code, is hereby amended to provide as follows:

The Parking Advisory Committee shall meet on the second Tuesday of each January, May, and September for which business before the committee is pending. Special meetings may be called at the discretion of the Public Works Director or City Engineer, or their designee, upon due notice to all members and upon compliance with Open Public Meetings Act, RCW Chapter 42.30.

Section IV

Section 10.36.010 – Definitions, of the Camas Municipal Code, is hereby amended to define “Director” as follows:

“Director” means the Public Works Director or designee.

Section V

Section 10.36.040 – Responsible City Agency, of the Camas Municipal Code, is hereby amended to provide as follows:

The Public Works Director, or his or her authorized designee, is directed and authorized to implement and enforce the provisions of this chapter and the City CTR Plan, and shall have the authority as is necessary to carry out administrative decisions in effectuating such ordinance, plan, and program.

Section VI

Subsections 17.21.070(B)(4) and (E), of the Camas Municipal Code, are hereby amended to provide as follows:

B. 4. Upon approval of the Engineering Department that the improvements are complete, a warranty bond equal to ten percent of the cost of the improvement for a period not to exceed two years shall be submitted to the City to warranty all improvements in accordance with CMC Section 17.21.050(B)(2). The Public Works Director or City Engineer may grant an exception to this bonding requirement for certain outstanding items; and

\* \* \*

E. The Public Works Department will issue a letter of final acceptance once all items listed in this chapter have been completed, submitted, reviewed, and approved by the City.

Section VII

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 \_\_\_\_\_, 2015.

SIGNED: \_\_\_\_\_  
Mayor

SIGNED: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney