



City Council Regular Meeting Agenda
Monday, May 01, 2023, 7:00 PM
Council Chambers, 616 NE 4th AVE

NOTE: The City welcomes public meeting citizen participation. TTY Relay Service: 711. In compliance with the ADA, if you need special assistance to participate in a meeting, contact the City Clerk's office at (360) 834-6864, 72 hours prior to the meeting so reasonable accommodations can be made (28 CFR 35.102-35.104 ADA Title 1)

To observe the meeting (no public comment ability)

- go to www.cityofcamas.us/meetings and click "Watch Livestream" (left on page)

To participate in the meeting (able to public comment)

- go to <https://us06web.zoom.us/j/86142615087>

(public comments may be submitted to publiccomments@cityofcamas.us)

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

This is the public's opportunity to comment about any item on the agenda, including items up for final Council action.

CONSENT AGENDA

NOTE: Consent Agenda items may be removed for general discussion or action.

1. Automated Clearing House and Claim Checks Approved by Finance Committee
2. [April 17, 2023 Camas City Council Regular and Workshop Meeting Minutes](#)

NON-AGENDA ITEMS

3. Staff
4. Council

MAYOR

5. Mayor Announcements

MEETING ITEMS

6. [NW 14th Avenue Improvements Bids](#)
[Presenter: James Carothers, Engineering Manager](#)
[Time Estimate: 10 minutes](#)

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7. [Grand Ridge and Brady Road Intersection Improvements Bids](#)
[Presenter: James Carothers, Engineering Manager](#)
[Time Estimate: 5 minutes](#)

8. [Per- and Polyfluoroalkyl Substances \(PFAS\) Litigation Services Agreement](#)
[Presenter: Steve Wall, Public Works Director](#)
[Time Estimate: 10 minutes](#)

PUBLIC COMMENTS

CLOSE OF MEETING



City Council Regular Meeting Minutes - Draft
Monday, April 17, 2023, 7:00 PM
Council Chambers, 616 NE 4th AVE

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

Mayor Steve Hogan called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Council Members Marilyn Boerke, Bonnie Carter, Don Chaney, Leslie Lewallen, John Nohr, and Jennifer Senescu

Remote: Council Member Tim Hein

Staff: Sydney Baker, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Trang Lam, Shawn MacPherson, Alan Peters, Doug Quinn, Bryan Rachal, Heather Rowley, Connie Urquhart, and Steve Wall

Press: No one from the press was present

PUBLIC COMMENTS

This is the public's opportunity to comment about any item on the agenda, including items up for final Council action.

Randal Friedman, Camas, commented about the Camas-Washougal Rotary Club's Ducky Derby event.

John Ley commented about Lacamas Lake and Crown Park.

Stephen Debasinskas, Camas, commented about Crown Park.

CONSENT AGENDA

1. Camas City Council April 3, 2023 Workshop and Regular Meeting Minutes Approval
2. \$1,292,232.89 Automated Clearing House and Claim Checks 153784 – 153931 Approved by Finance Committee
3. Ostenson Canyon Stormwater and Roadway Repair, Odyssey Contracting, LLC Final Acceptance (Submitted by James Carothers, Engineering Manager)

4. Green Mountain Estates Phase 5A Subdivision Final Plat Approval (Submitted by Madeline Sutherland, Planner)
5. \$1,347,875 Boulder West Timber Salvage Bid Award to High Cascade, Inc. (Submitted by Rob Charles, Utilities Manager)
6. \$153,840.97 for March 2023 Emergency Medical Services (EMS) Write-off Billings; \$135,554.22 for Monthly Uncollectable Balance of Medicare and Medicaid Accounts and \$18,286.75 for Ground Emergency Medical Transport funding (Submitted by Cathy Huber Nickerson, Finance Director)

Boerke requested to remove the GreenWorks, P.C., Crown Park Improvements Professional Service Agreement from the Consent Agenda for further discussion.

It was moved by Nohr, and seconded, to approve the Consent Agenda with the removal of item number seven. The motion carried unanimously.

NON-AGENDA ITEMS

7. Staff

MacPherson commented about the NW 38th Avenue improvement project.

8. Council

Boerke thanked staff for their efforts in providing agenda materials.

Chaney commented about the proposed Washington State income tax. Discussion ensued. With Council consensus, this topic will be placed on a future workshop agenda for further discussion.

MAYOR

9. Mayor Announcements

Mayor Hogan will attend Clark County's 2025 Comprehensive Plan Public Hearing, and commented about the Police Chief candidate interviews and the Polish Sister Cities visit.

MEETING ITEMS

10. Resolution No. 23-003 Adopting a Debt Policy
Presenter: Cathy Huber Nickerson, Finance Director

It was moved by Carter, and seconded, that Resolution No. 23-003 be adopted. The motion carried unanimously.

ITEMS REMOVED FROM CONSENT AGENDA

11. \$383,657.11 GreenWorks, P.C., Crown Park Improvements Professional Service Agreement Amendment 3 (Submitted by Trang K. Lam, Parks & Recreation Director)

Lam provided an overview of the contract amendment. Discussion ensued.

It was moved by Carter, and seconded, to approve this Consent Agenda item. The motion carried unanimously.

PUBLIC COMMENTS

No one from the public wished to comment.

EXECUTIVE SESSION

12. Executive Session – Topic: Potential Litigation (RCW 42.30.110)

Mayor Hogan recessed the meeting at 7:45 p.m.

The Council met in Executive Session regarding potential litigation. Elected officials present were Mayor Hogan and Council Members Boerke, Carter, Chaney, Lewallen, Nohr, and Senescu. Others present were City Attorney Shawn MacPherson, City Administrator Doug Quinn, Public Works Director Steve Wall, Tom D'Amore and Ben Turner with D'Amore Law Group, and Brandon Taylor with Cossich, Sumich Parsiola & Talor, LLC.

Mayor Hogan reconvened the meeting at 8:15 p.m.

CLOSE OF MEETING

The meeting closed at 8:15 p.m.



City Council Workshop Minutes - draft
Monday, April 03, 2023, 4:30 PM
Council Chambers, 616 NE 4th AVE

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

Mayor Steve Hogan called the meeting to order at 4:30 p.m.

ROLL CALL

Present: Council Members Marilyn Boerke, Bonnie Carter, Don Chaney, Leslie Lewallen, John Nohr, and Jennifer Senescu

Remote: Council Member Tim Hein

Staff: Sydney Baker, Heidi Bealer, Kevin Bergstrom, Tony Collver, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Mitch Lackey, Trang Lam, Robert Maul, Alan Peters, Doug Quinn, Bryan Rachal, Heather Rowley, Connie Urquhart, and Steve Wall

Press: No one from the press was present

PUBLIC COMMENTS

Joe Badolato, Camas, commented about fireworks.

Swati Wilson, Camas, commented via email about public comments.

Elliot Goldstein, Camas, commented via email about Downtown Camas businesses.

WORKSHOP TOPICS

1. Washington State Opioid Settlement Discussion
 Presenter: Cathy Huber Nickerson, Finance Director

This item was for Council's information only.

2. Draft Debt Policy Discussion
 Presenter: Cathy Huber Nickerson, Finance Director

A resolution for the Debt Policy was placed on the April 17, 2023 Regular Meeting Agenda for Council's consideration.

3. Fireworks Policy Discussion
 Presenter: Mitch Lackey, Police Chief and Cliff Free, Fire Chief

This item was for Council's information and discussion only.

4. Staff Miscellaneous Updates
Presenter: Doug Quinn, City Administrator

Quinn commented about the State's legislative session, City policies, announced the Parks & Recreation Defensible Space Workshop on April 28, 2023, and the Library's History Speaks! Series on April 26, 2023.

Wall announced the second Everett Street open house occurring April 26, 2023 and commented about the Lake Management Plan and several Public Works projects.

COUNCIL COMMENTS AND REPORTS

Hein attended the Camas Library 100-year celebration, ribbon cuttings at The Pink Room and the Port of Camas/Washougal Building 20, and commented about the upcoming C-TRAN meeting and the Polish Sister Cities visit.

Boerke attended The Pink Room ribbon cutting, the Law Enforcement Officers and Fire Fighters (LEOFF) Disability Board meeting and commented about the upcoming City/Schools meeting.

Carter attended The Pink Room ribbon cutting, and commented about upcoming meetings of the Joint Policy Advisory Committee (JPAC) and the Finance Committee.

Chaney attended The Pink Room ribbon cutting, a Clark Regional Emergency Services Agency (CRESA) Board meeting, and commented about the upcoming Police Chief interviews and the JPAC meeting.

Nohr attended the LEOFF Disability Board meeting and will attend the JPAC meeting. Nohr commented about the Parks department Defensible Space workshop and the annual Egg Scramble event.

Lewallen attended ribbon cuttings at The Pink Room and the Port of Camas/Washougal Building 20, and will attend the Planning Commission meeting. Lewallen announced the Ward 3 Town Hall occurring April 27, 2023.

Senescu attended the Camas Library 100-year celebration, ribbon cuttings at The Pink Room and the Port of Camas/Washougal Building 20 and commented about the Ward 3 Town Hall.

Mayor Hogan will attend Clark County's 2025 Comprehensive Plan Public Hearing and the JPAC meeting, and commented about the proposed Washington State income tax.

PUBLIC COMMENTS

Dave Sturbelle, Camas, commented via email about fireworks.

CLOSE OF MEETING

The meeting closed at 6:11 p.m.



Staff Report

May 1, 2023 Council Regular Meeting

NW 14th Avenue Improvements Bids
Presenter: James Carothers, Engineering Manager
Time Estimate: 10 minutes

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

BACKGROUND: NW 14th Avenue between NE Ash and NE Couch Street has severely damaged asphalt roadway and concrete sidewalk. A corroded and leaking six-inch diameter cast iron water main runs the length of the project and supplies water to homes through heavily corroded and undersized service lines.

SUMMARY: The 2023 budget includes \$88,000 from the Streets Fund and \$175,000 from the Water Fund to reconstruct asphalt roadway, concrete sidewalk and curb ramps, storm drainage facilities and a six-inch diameter water line. The project will also be funded in part by a \$212,000 Community Development Block Grant administered by Clark County. Three construction bids were submitted at the April 21, 2023 bid opening. The apparent low bidder was Odyssey Contracting LLC in the amount of \$333,989.59 and the second lowest bidder was Advanced Excavating Specialists LLC in the amount of \$372,408.23.

Staff has reviewed the bids and bid documents with the city attorney. Based on two bid irregularities and confusion on the required time for bid submittals, staff recommends that Council reject all bids and direct staff to rebid the project.

The decision to reject all bids is supported by language in the Call for Bids which states, "The City of Camas expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsible bidder as it best serves the interests of the City. "

BUDGET IMPACT: A rebid of this project should not adversely affect the budget and timing for construction this year.

RECOMMENDATION: Staff recommends Council reject all bids and direct staff to rebid the project.

James E. Carothers 4-24-23
James E. Carothers, PE Date

PROJECT NO. T1043				Engineer's Estimate:		Odyssey Contracting LLC	Advanced Excavating Specialists LLC	Clark & Sons Excavating Inc			
DESCRIPTION: NW 14th Ave Improvements Couch to Ash						PO Box 2761 Battle Ground WA 98604	1200 Hazel St Kelso WA 98626	760 NE 284th St Battle Ground WA 98604			
DATE OF BID OPENING: April 21, 2023 @ 1pm				Ent. By		luke@odyssey-contracting.com	luke@advexc.us	Josh.Clarkandsons@gmail.com			
Project - Schedule A NW 14th Ave Street Improvements				KAJ/MP		360-487-9707	360-232-8854	360-946-8474			
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGR TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	Mobilization	LS	1	\$25,000.00	\$25,000.00	\$32,000.00	\$32,000.00	\$22,000.00	\$22,000.00	\$25,100.00	\$25,100.00
2	Temporary Traffic Control and Signing	LS	1	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$13,240.00	\$13,240.00
3	Clearing & Grubbing	LS	1	\$2,000.00	\$2,000.00	\$7,400.00	\$7,400.00	\$1,300.00	\$1,300.00	\$24,000.00	\$24,000.00
4	Removal of Structure and Obstructions	LS	1	\$15,000.00	\$15,000.00	\$2,000.00	\$2,000.00	\$15,000.00	\$15,000.00	\$73.00	\$73.00
5	Removal of Additional Cement Concrete Sidewalk	SY	10	\$100.00	\$1,000.00	\$55.00	\$550.00	\$65.00	\$650.00	\$25.00	\$250.00
6	Removal of Additional Cement Concrete Curb	LF	20	\$50.00	\$1,000.00	\$16.00	\$320.00	\$25.00	\$500.00	\$95.00	\$1,900.00
7	Roadway Excavation, Incl. Haul	CY	170	\$50.00	\$8,500.00	\$47.00	\$7,990.00	\$90.00	\$15,300.00	\$26,550.00	\$4,513,500.00
8	In-place Cement Amended Base (CAB)	SY	1,520	\$6.00	\$9,120.00	\$4.00	\$6,080.00	\$13.00	\$19,760.00	\$4.50	\$6,840.00
9	Cement for CAB (8% @ 10")	TON	55	\$200.00	\$11,000.00	\$200.00	\$11,000.00	\$200.00	\$11,000.00	\$233.00	\$12,815.00
10	Base	CY	10	\$150.00	\$1,500.00	\$140.00	\$1,400.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00
11	HMA 1/2 Inch PG 64-22 (3" Depth)	TON	250	\$135.00	\$33,750.00	\$134.00	\$33,500.00	\$128.00	\$32,000.00	\$161.00	\$40,250.00
12	Catch Basin	EA	1	\$3,000.00	\$3,000.00	\$2,100.00	\$2,100.00	\$3,250.00	\$3,250.00	\$2,400.00	\$2,400.00
13	Manhole 48" Diam. Flat Top	EA	1	\$5,000.00	\$5,000.00	\$3,700.00	\$3,700.00	\$6,000.00	\$6,000.00	\$7,260.00	\$7,260.00
14	Adjust Manhole Lid	EA	4	\$500.00	\$2,000.00	\$450.00	\$1,800.00	\$500.00	\$2,000.00	\$655.00	\$2,620.00
15	Ductile Iron Storm Pipe, 8" Diam	LF	10	\$150.00	\$1,500.00	\$185.00	\$1,850.00	\$220.00	\$2,200.00	\$281.00	\$2,810.00
16	PVC Sanitary Sewer Pipe 8" Diam	LF	22	\$200.00	\$4,400.00	\$310.00	\$6,820.00	\$280.00	\$6,160.00	\$153.00	\$3,366.00
17	Replace Valve Box	EA	3	\$200.00	\$600.00	\$250.00	\$750.00	\$400.00	\$1,200.00	\$400.00	\$1,200.00
18	Erosion Control and Water Pollution Control	LS	1	\$3,000.00	\$3,000.00	\$900.00	\$900.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
19	Cement Concrete Traffic Curb	LF	376	\$35.00	\$13,160.00	\$45.00	\$16,920.00	\$43.00	\$16,168.00	\$53.00	\$19,928.00
20	Cement Concrete Curb and Gutter	LF	185	\$45.00	\$8,325.00	\$51.00	\$9,435.00	\$50.00	\$9,250.00	\$55.00	\$10,175.00
21	Cement Concrete Pedestrian Curb	LF	139	\$25.00	\$3,475.00	\$27.00	\$3,753.00	\$40.00	\$5,560.00	\$60.00	\$8,340.00
22	Cement Concrete Driveway Entrance	SY	34	\$150.00	\$5,025.00	\$148.00	\$4,958.00	\$230.00	\$7,705.00	\$130.00	\$4,355.00
23	Cement Concrete Sidewalk	SY	201	\$120.00	\$24,084.00	\$93.00	\$18,665.10	\$100.00	\$20,070.00	\$100.00	\$20,070.00
24	Cement Concrete Curb Ramp	SY	60	\$300.00	\$17,970.00	\$180.00	\$10,782.00	\$230.00	\$13,777.00	\$140.00	\$8,386.00
25	Detectable Warning Surface	SF	108	\$90.00	\$9,720.00	\$54.00	\$5,832.00	\$80.00	\$8,640.00	\$66.00	\$7,128.00
26	Permanent Signing	LS	1	\$1,500.00	\$1,500.00	\$5,500.00	\$5,500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
27	Plastic Stop Line	LF	40	\$30.00	\$1,200.00	\$25.00	\$1,000.00	\$18.00	\$720.00	\$43.00	\$1,720.00
28	Remove and Reinstall Mailbox	EA	1	\$100.00	\$100.00	\$250.00	\$250.00	\$600.00	\$600.00	\$445.00	\$445.00
29	Remove and Reinstall Sign	EA	3	\$500.00	\$1,500.00	\$250.00	\$750.00	\$350.00	\$1,050.00	\$245.00	\$735.00
30	Remove and Reinstall Stop/Street Sign	EA	4	\$500.00	\$2,000.00	\$250.00	\$1,000.00	\$400.00	\$1,600.00	\$604.00	\$2,416.00
31	Roadside Restoration	LS	1	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00
32	Minor Changes (Minimum bid \$5,000)	EA	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
33	Construction Documentation (Minimum bid \$10,000)	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	Subtotal				\$242,429.00		\$220,505.10		\$248,460.00		\$4,772,322.00
	Sales Tax (0%)										
	Total (Street Total)				\$242,429.00		\$220,505.10		\$248,460.00		\$4,772,322.00
Project - Schedule B - NW 4th Avenue Water Improvements											
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGR TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
34	Trench Safety System (Min. \$1.00/LF)	LF	554	\$1.00	\$554.00	\$1.00	\$554.00	\$5.00	\$2,770.00	\$1.00	\$554.00
35	Removal and Replacement of Unsuitable Material (Pipe Trench)	CY	10	\$130.00	\$1,300.00	\$130.00	\$1,300.00	\$250.00	\$2,500.00	\$260.00	\$2,600.00
36	Solid Rock Excavation	CY	10	\$250.00	\$2,500.00	\$170.00	\$1,700.00	\$250.00	\$2,500.00	\$350.00	\$3,500.00
37	Ductile Iron Pipe for Water Main, 8" Diam	LF	522	\$120.00	\$62,640.00	\$95.00	\$49,590.00	\$104.00	\$54,288.00	\$151.00	\$78,822.00
38	Testing and Flushing Water System	LS	1	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$2,025.00	\$2,025.00
39	Fire Hydrant Assembly	EA	1	\$5,000.00	\$5,000.00	\$7,800.00	\$7,800.00	\$8,500.00	\$8,500.00	\$9,200.00	\$9,200.00
40	Ductile Iron Fitting (6 inch MJ Sleeve)	EA	3	\$400.00	\$1,200.00	\$400.00	\$1,200.00	\$750.00	\$2,250.00	\$870.00	\$2,610.00
41	Ductile Iron Fitting (6 inch spool)	EA	3	\$400.00	\$1,200.00	\$265.00	\$795.00	\$300.00	\$900.00	\$857.00	\$2,571.00
42	Ductile Iron Fitting (8 inch spool)	EA	3	\$400.00	\$1,200.00	\$630.00	\$1,890.00	\$350.00	\$1,050.00	\$1,250.00	\$3,750.00
43	Ductile Iron Fitting (6 inch x 8 inch MJ Reducer)	EA	3	\$800.00	\$2,400.00	\$340.00	\$1,020.00	\$400.00	\$1,200.00	\$1,040.00	\$3,120.00
44	Ductile Iron Fitting (6 inch Pipe Cap)	EA	3	\$200.00	\$600.00	\$180.00	\$540.00	\$250.00	\$750.00	\$495.00	\$1,485.00
45	Ductile Iron Fitting (8 inch 22.5 Degree Bend)	EA	4	\$800.00	\$3,200.00	\$440.00	\$1,760.00	\$320.00	\$1,280.00	\$1,015.00	\$4,060.00
46	Ductile Iron Fitting (8 inch FL Tee)	EA	1	\$800.00	\$800.00	\$880.00	\$880.00	\$1,000.00	\$1,000.00	\$1,704.00	\$1,704.00
47	Additional 6 inch or 8 inch ductile iron fitting	EA	1	\$800.00	\$800.00	\$550.00	\$550.00	\$750.00	\$750.00	\$1,560.00	\$1,560.00
48	Gate Valve	EA	3	\$2,000.00	\$6,000.00	\$2,145.00	\$6,435.00	\$1,900.00	\$5,700.00	\$2,614.00	\$7,842.00
49	Service Connection, 1 inch Diam (Short Side)	EA	6	\$2,000.00	\$12,000.00	\$1,530.00	\$9,180.00	\$1,400.00	\$8,400.00	\$2,440.00	\$14,640.00
50	Service Connection, 1 inch Diam (Long Side w/ Meter Box)	EA	2	\$2,500.00	\$5,000.00	\$2,400.00	\$4,800.00	\$2,200.00	\$4,400.00	\$5,204.00	\$10,408.00
51	Service Connection, 1 inch Diam (Long Side w/o Meter Box)	EA	4	\$2,000.00	\$8,000.00	\$1,650.00	\$6,600.00	\$2,000.00	\$8,000.00	\$3,918.00	\$15,672.00
52	Minor Changes (Minimum bid \$5,000)	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	Subtotal				\$121,394.00		\$104,594.00		\$114,238.00		\$171,123.00
	Sales Tax (8.5%)				\$10,318.49		\$8,890.49		\$9,710.23		\$14,545.46
	Total (Water Total)				\$131,712.49		\$113,484.49		\$123,948.23		\$185,668.46
Contract Total - Basis of Award Schedule A+B					\$374,141.49		\$333,989.59		\$372,408.23		\$4,957,990.46
						*bid bond acknowledgement form not submitted					
						*E-Verify MOU not submitted with bid					



Staff Report

May 1, 2023 Council Regular Meeting

Grand Ridge and Brady Road Intersection Improvements Bids

Presenter: James Carothers, Engineering Manager

Time Estimate: Five minutes

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

BACKGROUND: The intersection of Grand Ridge Drive and NW Brady Road was constructed under Clark County jurisdiction in 1998. Through annexation of the Grand Ridge development and surrounding area, the City took ownership of all infrastructure assets, including this intersection, from Clark County in 2016. During the public comment period on the 2021 Six Year Transportation Plan, Grand Ridge community members expressed concerns regarding intersection safety to Council and Staff. Based on public testimony and Council discussion, staff recommended this project’s inclusion on the Six Year Street Plan. The 2022 budget allocated \$75,000 from Street Fund for design engineering. Improvements will include sight distance enhancements, intersection illumination, pavement rehabilitation, a new left turn lane and enhanced roadway striping and signage.

SUMMARY: In 2023 Engineering staff completed design of the proposed improvements. On April 21, 2023 the City received and opened four construction bids. The apparent low bidder, Odyssey Contracting LLC, has a bid irregularity that requires determination from Council. Odyssey’s bid is \$247,584. The second low bidder, Advanced Excavation Specialists, LLC, bid \$280,959. The City Engineering Estimate was \$296,521.

Odyssey neglected to turn in a signed Bid Bond Acknowledgment with their bid. The Bid Bond Acknowledgement is required to be turned in with bid package to disclose how the proposal will be secured; by cash, check, or by bid bond. Odyssey did turn in a signed and notarized bid bond with their bid.

Council will be asked to decide whether Odyssey’s bid proposal has a minor or substantial irregularity. If Council deems Odyssey’s bid to have a substantial irregularity, Odyssey’s bid must be rejected. If Council rules this irregularity is minor, Council must decide whether to accept or reject Odyssey’s bid.

Upon ruling on Odyssey’s bid, staff recommends that Council Award the project to the lowest responsive bidder.

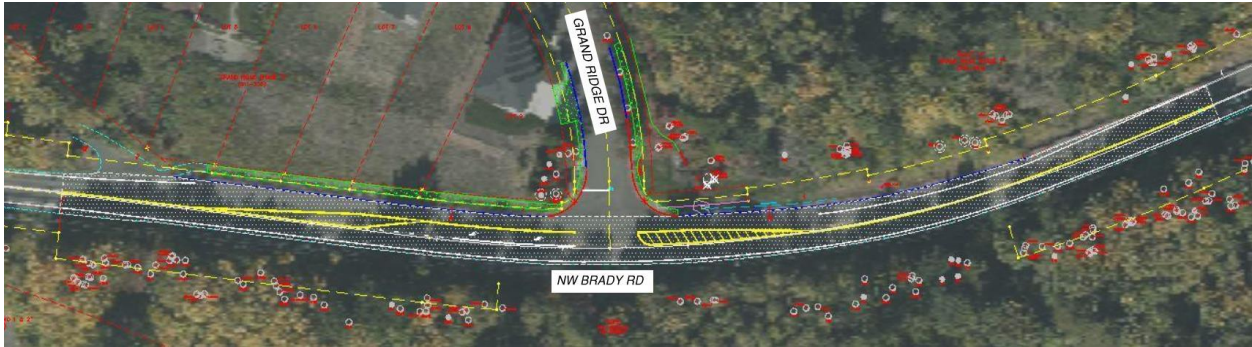


Figure 1: Proposed Improvements and Project Location.



Figure 2: NW Brady Road at Grand Ridge DR Looking West showing Pavement distress.

BENEFITS TO THE COMMUNITY: Improvements to the intersection at Grand Ridge Drive and NW Brady Road will increase safety for all road users while bringing the intersection up to current City Design Standards. This project aligns with the City Pavement Management Program and Transportation Comprehensive Goals and Policies.

POTENTIAL CHALLENGES: Construction of the improvements will cause minor daytime traffic delays and noise disturbances to nearby residents. Engineering staff will coordinate work with the contractor to limit traffic delays and noise disturbance as much as possible.

BUDGET IMPACT: The apparent low bidder is Odyssey Contracting. Their construction bid is \$247,584. With a 10% allowance for change orders and overruns, the construction cost could be as high as \$272,343. Currently this project is partially funded by the 2023 Pavement Preservation Fund in the amount of \$100,000. Staff recommends that \$60,000 be carried over from the 2022 budget and the remaining balance supplemented in an upcoming omnibus.

Option 1: Award to Odyssey Contracting LLC					
	Budget Year	Fund Source	Allocation	Expense	Total
Carryover	2022	Street Fund	\$75,000	(\$15,000)	\$60,000
Current Budget	2023	Street Fund	\$100,000		\$100,000
Current Funding Total					\$160,000
Apparent Low Construction Bid+10%					\$272,343
Calculated Budget Supplement Needed					\$112,343

Figure 3: Option 1 Odyssey Contracting Funding

The second low bidder is Advanced Excavation Specialist. Their construction bid is \$280,959. With a 10% allowance for change orders and overruns, the construction cost could be as high as \$309,055.

Option 2: Award to Advanced Excavation Specialist					
	Budget Year	Fund Source	Allocation	Expense	Total
Carryover	2022	Street Fund	\$75,000	(\$15,000)	\$60,000
Current Budget	2023	Street Fund	\$100,000		\$100,000
Current Funding Total					\$160,000
Second Low Construction Bid+10%					\$309,055
Calculated Budget Supplement Needed					\$149,055

Figure 4: Option 2 Advanced Excavation Specialist Funding Table

RECOMMENDATION: Staff recommends Council determines the Odyssey bid irregularity as minor or substantial and award this bid to the lowest responsive bidder with 10% change order authorization.



I, James E. Carothers, Engineering Manager, hereby certify that these bid tabulations are correct.

James E. Carothers 4-24-23
James E. Carothers, PE Date

Item 7.

PROJECT NO. T1035				Engineer's Estimate:		Odyssey Contracting LLC		Advanced Excavating Specialists LLC		Clark & Sons Excavating Inc		Granite Construction Company	
				\$296,521.50		PO Box 2761		1200 Hazel St		760 NE 284th St		16821 SE McGillivray Blvd Suite B210	
DESCRIPTION: NW Brady Rd & Grand Ridge Dr						Battle Ground WA 98604		Kelso WA 98626		Battle Ground WA 98604		Vancouver WA 98683	
				Ent. By		luke@odyssey-contracting.com		luke@advexc.us		Josh.Clarkandsons@gmail.com		bid.vancouver@gcinc.com	
DATE OF BID OPENING: April 21, 2023 @ 11am				KAJ/MP		360-487-9707		360-232-8854		360-946-8474		360-254-0978	
Project - Schedule A													
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	ENGR TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	Mobilization	1.00	LS	\$20,000.00	\$20,000.00	\$23,000.00	\$23,000.00	\$24,000.00	\$24,000.00	\$20,000.00	\$20,000.00	\$31,567.00	\$31,567.00
2	Construction Documentation (Min bid \$5,000)	1.00	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
3	Minor Changes (Min bid \$5,000)	1.00	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	Project Temporary Traffic control	1.00	LS	\$12,000.00	\$12,000.00	\$500.00	\$500.00	\$11,000.00	\$11,000.00	\$16,725.00	\$16,725.00	\$27,000.00	\$27,000.00
5	Flaggers	200.00	HR	\$70.00	\$14,000.00	\$65.00	\$13,000.00	\$71.00	\$14,200.00	\$73.00	\$14,600.00	\$85.00	\$17,000.00
6	Tree Removal	7.00	EA	\$1,500.00	\$10,500.00	\$500.00	\$3,500.00	\$1,000.00	\$7,000.00	\$926.00	\$6,482.00	\$750.00	\$5,250.00
7	Clearing and Grubbing Incl. Haul	0.20	Acre	\$60,000.00	\$12,000.00	\$20,000.00	\$4,000.00	\$58,000.00	\$11,600.00	\$27,000.00	\$5,400.00	\$100,000.00	\$20,000.00
8	Removal of Structures and Obstructions	1.00	LS	\$7,500.00	\$7,500.00	\$4,800.00	\$4,800.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
9	HMA CL 1/2 in PG 64-22	412.00	Ton	\$155.00	\$63,860.00	\$136.00	\$56,032.00	\$126.00	\$51,912.00	\$139.00	\$57,268.00	\$190.00	\$78,280.00
10	Planning Bituminous Pavement Incl. Haul	3,518.00	SY	\$5.00	\$17,590.00	\$2.70	\$9,498.60	\$7.00	\$24,626.00	\$5.00	\$17,590.00	\$5.00	\$17,590.00
11	Adjust Manhole	3.00	EA	\$1,100.00	\$3,300.00	\$270.00	\$810.00	\$1,000.00	\$3,000.00	\$1,081.00	\$3,243.00	\$500.00	\$1,500.00
12	Adjust Valve Can	8.00	EA	\$750.00	\$6,000.00	\$170.00	\$1,360.00	\$500.00	\$4,000.00	\$295.00	\$2,360.00	\$150.00	\$1,200.00
13	Erosion Control and Water Pollution Control	1.00	LS	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,320.00	\$1,320.00	\$1,000.00	\$1,000.00
14	Roadside Restoration	1.00	LS	\$7,500.00	\$7,500.00	\$5,200.00	\$5,200.00	\$3,500.00	\$3,500.00	\$7,350.00	\$7,350.00	\$35,000.00	\$35,000.00
15	Illumination System	1.00	LS	\$60,000.00	\$60,000.00	\$73,200.00	\$73,200.00	\$72,000.00	\$72,000.00	\$88,800.00	\$88,800.00	\$80,000.00	\$80,000.00
16	Directional Boring	86.00	LF	\$140.00	\$12,040.00	\$125.00	\$10,750.00	\$125.00	\$10,750.00	\$112.00	\$9,632.00	\$125.00	\$10,750.00
17	Permanent Signing	1.00	LS	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$1,890.00	\$1,890.00	\$1,500.00	\$1,500.00
18	Solar Powered Flashing LED Sign	1.00	LS	\$7,500.00	\$7,500.00	\$4,600.00	\$4,600.00	\$4,500.00	\$4,500.00	\$4,560.00	\$4,560.00	\$4,500.00	\$4,500.00
19	Profiled Plastic Double Yellow Centerline	2,542.00	LF	\$5.00	\$12,710.00	\$4.50	\$11,439.00	\$5.00	\$12,710.00	\$6.00	\$15,252.00	\$5.00	\$12,710.00
20	Profiled Plastic White Edge Line (4")	1,229.00	LF	\$5.00	\$6,145.00	\$2.75	\$3,379.75	\$4.00	\$4,916.00	\$4.00	\$4,916.00	\$4.00	\$4,916.00
21	Plastic White Wide Dotted Lane Line (8")	75.00	LF	\$3.50	\$262.50	\$5.00	\$375.00	\$6.00	\$450.00	\$6.00	\$450.00	\$5.00	\$375.00
22	Plastic White Wide Lane Line (8")	100.00	LF	\$3.50	\$350.00	\$5.00	\$500.00	\$6.00	\$600.00	\$6.00	\$600.00	\$5.00	\$500.00
23	Plastic White Edge Line (4")	104.00	LF	\$3.50	\$364.00	\$4.00	\$416.00	\$5.00	\$520.00	\$4.00	\$416.00	\$4.00	\$416.00
24	Plastic Yellow Crosshatch Marking	140.00	LF	\$3.50	\$490.00	\$24.00	\$3,360.00	\$24.00	\$3,360.00	\$26.00	\$3,640.00	\$25.00	\$3,500.00
25	Plastic Stop Line	16.00	LF	\$10.00	\$160.00	\$50.00	\$800.00	\$50.00	\$800.00	\$54.00	\$864.00	\$50.00	\$800.00
26	Plastic Traffic Arrow (Left Turn)	2.00	EA	\$350.00	\$700.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$540.00	\$1,080.00	\$500.00	\$1,000.00
27	Raised Pavement Marker (White)	0.70	Hundred	\$1,000.00	\$700.00	\$1,030.00	\$721.00	\$1,300.00	\$910.00	\$1,440.00	\$1,008.00	\$1,300.00	\$910.00
28	Raised Pavement Marker (Yellow)	0.85	Hundred	\$1,000.00	\$850.00	\$1,580.00	\$1,343.00	\$1,300.00	\$1,105.00	\$1,440.00	\$1,224.00	\$1,300.00	\$1,105.00
Subtotal				\$296,521.50		\$247,584.35		\$280,959.00		\$301,670.00		\$369,369.00	
Sales Tax (8.5%)				N/A		N/A		N/A		N/A		N/A	
Total				\$296,521.50		\$247,584.35		\$280,959.00		\$301,670.00		\$369,369.00	
						*bid bond acknowledgement form							
						not submitted							



Staff Report

May 1, 2023 Council Regular Meeting

PFAS Litigation Services Agreement
Presenter: Steve Wall, Public Works Director
Time Estimate: 10 minutes

Phone	Email
360.817.7899	swall@cityofcamas.us

BACKGROUND: As previously discussed with Council at various Workshops, the City entered into a voluntary program with the Department of Health in 2021 to sample and monitor for per- and polyfluoroalkyl (PFAS) substances in the City’s drinking water sources. After sampling all sources multiple times, it was determined that one of the City’s 10 well sources identified PFAS at levels higher than the State Action Level (SAL) of 15 ppt, prompting the requirement for the City to notify water users. As an additional precautionary measure, the City also shut down the well that tested above the SAL, Well 13, since the Well won’t likely be needed until the peak demands in the summer and while we look at potential treatment or other options.

Subsequently, the Environmental Protection Agency (EPA) published a DRAFT Regulation that limits two PFAS substances to a Maximum Contaminant Level (MCL) of 4 ppt and four other PFAS substances to a combined “Hazard Index”. EPA has established a goal of adopting the regulation by the end of 2023. The attached PFAS FAQ from the EPA provides additional technical information in this regard.

Implementation of the Draft EPA Regulation could mean additional sampling and monitoring of the City’s water system, and potentially costly treatment to ensure water delivered to the City’s customers is below the Maximum Contaminant Level and Hazard Index.

SUMMARY: The City has spoken with attorneys at the firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor, LLC and at D’Amore Law Group, P.C., (collectively referred to as the “Attorneys”) regarding representation of the City as it pertains to PFAS. The Attorneys will provide legal services with respect to damages, compensation, and other potential relief to which the City may be entitled as a result of an action to be filed by the Attorneys against the manufacturer(s) of firefighting foam products (known as “aqueous film forming foam” or “AFFF”) and/or other products containing perfluoroalkyl substances (“PFAS”) and any other related compounds.

It is important to note there is nothing requiring the City to be a party to the litigation and/or entering into an agreement with the Attorneys.

BENEFITS TO THE COMMUNITY: The City could potentially benefit financially from the litigation should the Attorneys be successful in the suit. The Attorneys represent multiple clients in this litigation and are working on a "contingency" basis, meaning there is no up-front costs or fees for the City and the Attorneys' only get paid if there are recovery of funds. However, similar to the City's recent involvement in the Washington State Opioid litigation, if successful, the City could receive a smaller share of the total settlement once attorney's fees and costs have been subtracted.

POTENTIAL CHALLENGES: The general topic of PFAS has many layers and there is a potential there could be other PFAS related litigation in the future and acceptance of a settlement or other recovery of money with this suit could potentially limit participation in future litigation. However, as stated in Section 13 of the Agreement, the City will have the right to accept or reject any offers of settlement and can decide at that time, presumably with more information available.

BUDGET IMPACT: As stated above and in the proposed Legal Services Agreement, the Attorneys would operate on a Contingency basis. As such, attorney's fees and costs would only be paid if the litigation was successful as established in the Agreement at 25% of any gross recovery (monetary settlement, award, etc.).

RECOMMENDATION: Staff recommends the City Council consider the Legal Services Agreement and make a motion to approve if desired.

Proposed PFAS National Primary Drinking Water Regulation FAQs for Drinking Water Primacy Agencies

Overview: What action is EPA taking to address PFAS in drinking water?

The U.S. Environmental Protection Agency (EPA) is taking a key step to protect public health by proposing to establish legally enforceable levels for six per- and polyfluoroalkyl substances (PFAS) known to occur in drinking water, fulfilling a foundational commitment in the Agency's PFAS Strategic Roadmap. Through this proposed rule, EPA is leveraging the most recent science and building on existing state efforts to limit PFAS and provide a nationwide, health-protective standard for these specific PFAS in drinking water.

Some states have established drinking water regulations or guidance values for some PFAS, leading the way in monitoring for and limiting PFAS. The National Primary Drinking Water Regulation (NPDWR) proposed by EPA, if finalized, will provide a nationwide, health-protective level for six PFAS in drinking water: PFOA, PFOS, PFHxS, GenX Chemicals, PFNA, and PFBS. EPA's proposed rule is informed by regulatory development requirements under the Safe Drinking Water Act (SDWA), including EPA's analysis of the best available and most recent peer-reviewed science. The proposal also takes into account the feasibility of analysis and treatment, as well as consideration of costs and benefits.

At this time, communities and water systems should follow applicable state requirements, recognizing that EPA's proposed rule does not currently require water systems to take any action. When the final NPDWR goes into effect, states will be required to have a standard that is no less strict than the NPDWR – as SDWA requires.

Question 1: What is the difference between this proposed drinking water regulation for PFOA, PFOS, PFHxS, GenX Chemicals, PFNA, and PFBS and the 2022 EPA Health Advisories for PFOA, PFOS, PFBS, and GenX Chemicals?

This is a proposed rule for public comment. It does not require any actions for drinking water systems until the rule is finalized. Once the rule is finalized, water systems would have three years to be in compliance with the MCLs.

The proposed regulation includes Maximum Contaminant Levels (MCLs) which, if finalized, are legally enforceable regulatory drinking water standards. EPA establishes MCLs as close as feasible to the health based, non-enforceable, Maximum Contaminant Level Goal (MCLG), taking into consideration the ability to measure and treat to remove a contaminant, as well as the costs and benefits.

Drinking water health advisories are different from MCLs and MCLGs. Each serves a different purpose. Health advisories are not regulatory and are not legally enforceable. Health advisories reflect EPA's assessment of health risks of a contaminant based on the best available science and provide advice and information on actions that water systems may take to address contamination for these and other PFAS. After EPA has considered public comments and issues a final NPDWR, EPA will decide whether to update or remove the interim health advisories for PFOA and PFOS and the final health advisories for PFBS and GenX Chemicals. For more information on the health advisories, please visit <https://www.epa.gov/sdwa/drinking-water-health-advisories-pfoa-and-pfos>.

Question 2: Why did EPA propose a Hazard Index for PFHxS, GenX Chemicals, PFNA, and PFBS?

EPA is following recent peer-reviewed science that indicates that mixtures of PFAS can pose a health risk greater than each chemical on its own. A Hazard Index helps to account for the increased risk from mixtures of PFAS that may be found in contaminated drinking water. The Hazard Index is a long-established tool that EPA regularly uses, for example, to inform risks of chemical mixtures. It is, for example used at contaminated Superfund sites (under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and Superfund Amendments and Reauthorization Act (SARA)). A Hazard Index considers how toxic each of the four PFAS are and allows a site-specific determination based on the specific drinking water concentrations.

Question 3: How is the Hazard Index for PFHxS, GenX Chemicals, PFNA, and PFBS calculated?

To determine the Hazard Index for these four PFAS, water systems would monitor and use those sampling results as inputs into a formula with their Health-Based Water Concentration (HBWC) (i.e., the level at which no health effects are expected for that PFAS). The proposed HBWCs for each of the four PFAS are below.

Compound	Health-Based Water Concentration (ppt)
PFHxS	9.0
GenX Chemicals	10
PFNA	10
PFBS	2000

Water systems would use a calculator tool provided by EPA to easily determine their Hazard Index result. The tool performs the calculation explained below.

For each of the four PFAS, the calculation first divides the results of the drinking water sample by the HBWC and then adds all the values for each PFAS. If the total value is greater than 1.0, it would be an exceedance of the proposed Hazard Index MCL as follows:

$$\text{Hazard Index} = \left(\frac{[\text{GenX}_{\text{water}}]}{[10 \text{ ppt}]} \right) + \left(\frac{[\text{PFBS}_{\text{water}}]}{[2000 \text{ ppt}]} \right) + \left(\frac{[\text{PFNA}_{\text{water}}]}{[10 \text{ ppt}]} \right) + \left(\frac{[\text{PFHxS}_{\text{water}}]}{[9.0 \text{ ppt}]} \right)$$

Where $\text{GenX}_{\text{water}}$ = monitored concentration of GenX

$\text{PFBS}_{\text{water}}$ = monitored concentration of PFBS

$\text{PFNA}_{\text{water}}$ = monitored concentration of PFNA

$\text{PFHxS}_{\text{water}}$ = monitored concentration of PFHxS

For example, if the mixture contains the following levels of these four PFAS, the Hazard Index for that mixture would exceed the proposed MCL.

$$2.1 = \left(\frac{[5 \text{ ppt}]}{[10 \text{ ppt}]} \right) + \left(\frac{[200 \text{ ppt}]}{[2000 \text{ ppt}]} \right) + \left(\frac{[5 \text{ ppt}]}{[10 \text{ ppt}]} \right) + \left(\frac{[9 \text{ ppt}]}{[9.0 \text{ ppt}]} \right)$$

Question 4: Under the proposed rule, do all four PFAS under the Hazard Index need to be present for a water system to exceed the proposed PFAS NPDWR?

No. The Hazard Index works at the local level and applies to any combination of the four PFAS. In some cases, a water system could exceed the proposed Hazard Index MCL when only one, two, or three PFAS are present.

Moreover, a high concentration of one Hazard Index PFAS could drive an MCL exceedance.

Question 5: Why didn't EPA include PFOA and PFOS in the proposed Hazard Index MCL?

EPA determined that PFOA and PFOS are likely carcinogens (i.e., cancer causing) and that there is no level of these contaminants that is without a risk of adverse health effects. Therefore, EPA is proposing to set the MCL for these two contaminants at 4 parts per trillion, the lowest feasible level based on the ability to reliably measure and remove these contaminants from drinking water.

Question 6: What is the Practical Quantitation Level (PQL)?

The PQL is defined as the lowest concentration of a contaminant that can be reliably achieved within specified limits of precision and accuracy during routine laboratory operating conditions. This level provides the precision and accuracy that EPA estimates can be achieved across laboratories nationwide. EPA has used the PQLs for the six PFAS proposed for regulation in determining the proposed MCLs. EPA has identified the following PQLs for the six PFAS proposed for regulation.

Compound	Practical Quantitation Level (ppt)
PFOS	4.0
PFOA	4.0
PFHxS	3.0
GenX Chemicals	5.0
PFNA	4.0
PFBS	3.0

Question 7: What are the proposed rule's monitoring requirements?

The proposed rule would require that all community water systems and non-transient, non-community water systems conduct initial monitoring within three years after the rule's promulgation. The monitoring must be conducted at the entry point to the distribution system. Based on their size and source water, systems must conduct initial monitoring either twice or quarterly during a 12-month period as follows:

- **Groundwater systems serving greater than 10,000 customers.** Initially, these systems would be required to monitor quarterly within a 12-month period.
- **Groundwater systems serving under 10,000 customers.** EPA is proposing that these systems would initially be required to only monitor twice within a 12-month period, with each sample 90 days apart.
- **Surface water systems.** All surface water systems would initially be required to monitor quarterly within a 12-month period.

In order to reduce costs for systems, systems would be allowed to use previously collected monitoring data to satisfy the initial monitoring requirements, if the sampling was conducted using EPA Methods 533 or 537.1 as part of UCMR 5 or other state-level or other appropriate monitoring campaigns. EPA is aware of many state and federal monitoring programs whose data would potentially satisfy the initial monitoring requirements. If finalized, after rule promulgation, community water systems and non-transient, non-community water systems would conduct quarterly compliance monitoring. Based on initial monitoring or later compliance results, primacy agencies would have the authority to reduce compliance monitoring frequency for a system to once (for systems serving fewer than 3,300 persons) or twice (for systems serving 3,300 or more persons) every

three years if monitoring results are below the trigger level. The trigger level is set at one-third of the MCLs for PFOA and PFOS (1.3 ppt) and one-third of the Hazard Index MCL (0.33) for mixtures of PFHxS, GenX Chemicals, PFNA, and PFBS. Any system that monitors less frequently and finds sample results at or above the rule trigger level would need to revert to quarterly monitoring.

Reduced monitoring would reduce burden on water systems that demonstrate through sampling that they are at lower risk of PFAS contamination.

Question 8: Why is EPA setting a reduced-monitoring trigger level below the PQL for certain PFAS?

The proposed reduced-monitoring trigger level is set at a level that is useful in determining whether the contaminant is present in a sample rather than to determine its specific concentration. While measurements below the PQLs may be less definitive, they are appropriate for determining if PFAS are present and establishing monitoring frequency.

Question 9: Can systems utilize composite samples?

EPA is proposing not to allow composite samples. Composite sampling is an approach in which equal volumes of water from multiple entry points are combined into a single container and analyzed as a mixture. The reported concentration from the analysis of the composite samples therefore reflects the average of the concentrations from the entry points. This can potentially reduce analytical costs because the required analysis is reduced by combining samples into one. However, because PFAS are in the environment at low concentrations and precision is critical, incidental contamination could result in false positives.

Question 10: Will EPA consider granting monitoring waivers?

Based on consultation with state regulators and small public water systems, EPA believes that the ubiquity and environmental persistence of PFAS would make granting waivers challenging and is therefore not proposing to grant them. EPA is taking comment on whether water systems should be allowed to apply for a monitoring waiver of up to 9 years (one full compliance cycle) for proposed PFAS if after one year of quarterly sampling the results are below the trigger level of 1/3 of the MCL (1.3 ppt).

Question 11: How can a system comply with an MCL when it is set at the Practical Quantitation Level? Would any monitoring result above the PQL result in non-compliance?

Not necessarily. Compliance will be determined based on analytical results at each sampling point. For systems monitoring quarterly, compliance will be determined by running annual averages at the sampling point. If a system takes more than one compliance sample during each quarter at a particular location, the system must average all samples taken at that location during that quarter. A system would not be considered in violation of an MCL unless or until it has completed one year of quarterly sampling (except where a sample would be high enough to cause the annual average to exceed an MCL).

For example, if the results of sampling for PFOA at a compliance location for the most recent four quarters are 2.0, 1.5, 5.0, and 1.5 ppt, the values used to calculate the running annual average would be 0.0, 0.0, 5.0, and 0.0. In this case the PFOA running annual average would be 1.3 ppt and in compliance.

Question 12: Does EPA have PFAS treatment disposal guidance, especially regarding higher volumes of PFAS laden materials such as used carbon and anion exchange media?

A facility that has spent carbon or other media from treating PFAS and/or other contaminants must determine whether the material is a regulated waste. If the material was only used to treat PFAS, it is likely not considered hazardous waste (under federal statutes). EPA published "[Interim Guidance on the Destruction and Disposal of Perfluoroalkyl and Polyfluoroalkyl Substances and Materials Containing Perfluoroalkyl and Polyfluoroalkyl Substances](#)" that describes the options of landfilling, injection and thermal treatment for disposing PFAS laden materials. The guidance notes that thermal treatment techniques, including carbon reactivation, may allow PFAS to migrate to the environment. EPA and partners are undertaking research to further address the subject. EPA is also working to update this guidance in 2023. Materials used to treat PFAS may become hazardous if there are additional contaminants that are hazardous removed along with PFAS.

Question 13: What are Consumer Confidence Reports (CCR) requirements of the proposed rule?

A community water system (CWS) must prepare and deliver to its customers a CCR, also known as an Annual Water Quality Report, which provides information about their local drinking water quality as well as information regarding the water system compliance with drinking water regulations. If this rule is finalized as proposed, CWSs would be required to report measured levels of PFOA, PFOS, PFHxS, GenX Chemicals, PFNA, and PFBS, and the Hazard Index for the mixtures of PFHxS, GenX Chemicals, PFNA, and PFBS.

Question 14: What are the public notification requirements for PFAS under this proposed rule?

The proposed rule would require water systems to provide notification of an MCL violation as soon as practicable but no later than 30 days after the system learns of the violation. The notices would alert consumers of the violation and if there is a risk to public health.

Question 15: What is the timeline and process for state primacy?

Primacy agencies must have regulations for contaminants regulated under National Primary Drinking Water Regulations (NPDWRs) that are no less stringent than the regulations promulgated by EPA. States will have up to two years to develop regulations after the rule is final. EPA will provide guidance to support states, territories, and Tribes in obtaining primacy for the PFAS NPDWR. More information on primacy responsibilities under the Safe Drinking Water Act can be found at: <https://www.epa.gov/dwreginfo/primacy-enforcement-responsibility-public-water-systems>

LEGAL SERVICES AGREEMENT

1. **IDENTIFICATION OF PARTIES.** This Agreement is made between City of Camas, a Washington Municipal Corporation (“Client”), and the law firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor, LLC, and D’Amore Law Group, P.C. (collectively referred to as “Attorneys”).

2. **RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEY.** By signing this Agreement, Client retains the law firms. Attorney services will be provided to Client by the firms and will not necessarily be performed by any particular attorney.

3. **AUTHORIZED REPRESENTATIVE OF CLIENT.** Client designates _____ as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Attorneys and other representatives of Client.

4. **SCOPE AND DUTIES.** Attorneys will provide legal services to Client with respect to damages, compensation, and other relief to which Client may be entitled as a result of an Action to be filed by Attorneys on behalf of Client against the manufacturer(s) of firefighting foam products (known as “aqueous film forming foam” or “AFFF”) and/or other products containing perfluoroalkyl substances (“PFAS”) (including perfluorooctanoic acid (“PFOA” or “C8”), perfluorooctane sulfonate (“PFOS”), and any other related compounds). Client hires Attorneys to provide legal services in connection with pursuing claims against all those responsible for damages Client suffered or will suffer. Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of any and all factual developments.

5. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

6. **JOINT RESPONSIBILITY.** Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor LLC assume joint legal responsibility to Client for the representation described in this Agreement, and agree to be available for consultation with the client. Client approves of and consents to the participation of the firms in their representation.

7. **ATTORNEYS' FEES.** Client and Attorneys have agreed that Client will pay Attorneys a contingent fee for representing Client in this matter. The fee is not set by law but is negotiable between Attorneys and Client. Attorneys and Client agree that the contingent fee will be calculated as described below.

A. Calculation of Contingent Fee

Attorneys will receive a contingency fee of twenty-five percent (25 %) of any gross recovery (as defined below).

The contingent fee is to be calculated based on Client's gross recovery before deduction of costs and expenses (as defined below).

The contingent fee is calculated by multiplying the gross recovery by the fee percentage.

B. Definitions

"Costs" and "Expenses" include, but are not limited to, the following: process servers' fees, court reporters' fees, document management costs, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, expert fees, fees fixed by law or assessed by courts or other agencies, and other similar items, incurred by Attorneys in the course of representing Client.

"Document Management Costs" are the costs associated with collecting, copying, and storing documents relevant to the Action as discussed in paragraph 8, below. These costs include processing and hosting charges, hardware, software, and any other resources necessary to manage documents.

"Gross recovery" means the total recovery, whether obtained by settlement, arbitration award, court judgment following trial or appeal, or otherwise. "Gross recovery" shall include, without limitation, the following: (1) the then-present value of any monetary payments to be made to Client; and (2) the fair market value of any non-monetary property and services to be transferred and/or rendered for the benefit of Client; and (3) any attorney's fees recovered by Client as part of any cause of action that provides a basis for such an award. "Gross recovery" may come from any source, including, but not limited to, the adverse parties to the Action and/or their insurance carriers and/or any third party, whether or not a party to the Action.

If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that a binding appraisal will be conducted to determine this value. However, regardless of the results of the binding appraisal, the fee associated with non-monetary property or services transferred or rendered

for the benefit of the Client shall not, in any case, exceed the amount of the monetary payments made to the Client as part of the governing settlement or judgment. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the net recovery by the fee percentage. The Attorneys' fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys' fee. If there are insufficient funds to pay the Attorneys' fees in full from the initial lump sum payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

C. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery.

In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a neutral affiliated with the Judicial Arbitration and Mediation Services (JAMS); in any event, Attorneys and Client agree that the fee determined by arbitration shall not exceed twenty-five percent (25%) of the gross recovery as defined in this agreement. If there is no recovery by Client, no fee will be due to Attorneys.

D. Order or Agreement for Payment of Attorneys' Fees or Costs by Another Party.

If a court orders, or the parties to the dispute agree, that another party shall pay some or all of Client's attorneys' fees, costs, or both, Attorneys shall be entitled to the greater of (i) the amount of any attorney's fees awarded by the court or included in the settlement or (ii) the percentage or other formula applied to the recovery amount not including such attorney's fees.

8. COSTS AND EXPENSES.

A. General

In addition to paying legal fees, Client authorizes Attorneys to incur all reasonable costs and expenses and to hire any investigators, consultants, or expert witnesses. Attorneys will advance all costs and expenses. Attorneys will deduct those costs and expenses out of Client's recovery after attorney's fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs and expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

B. Document Management Costs

Attorneys have explored two means of managing litigation documents:

(1) **Outsource to outside vendor.** Attorneys contract with outside vendors to collect, copy, and store documents. Attorneys advance these costs, and Client reimburses Attorneys out of any recovery.

(2) **Internal processing.** Attorneys can create an internal document management system by obtaining computer software, hardware, and related resources necessary to collect, copy, store, organize, and produce documents and data. This option obviates the need to outsource this work to an outside vendor.

Attorneys represent that the second option above, internal processing, is the better choice for promoting efficiency, saving Client costs, and limiting legal expenses. Client agrees that Attorneys may purchase the resources necessary to provide an internal document management system for Client. Attorneys may, however, use outside vendors where costs or circumstances warrant.

9. **SHARED EXPENSES.** Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys may, in their discretion, divide such expenses equally or pro rata among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. Prior client approval is not required for shared expenses. Nevertheless, Client shall only be responsible for prudent, fair and reasonable expenses.

10. **DIVISION OF ATTORNEYS' FEES.** At the conclusion of the case, if a recovery is made on behalf of Client, Client understands and agrees that the total Attorneys' fee will be divided as follows:

Baron & Budd, P.C. will receive forty percent (40%), Cossich, Sumich, Parsiola & Taylor, LLC will receive forty percent (40%) and D'Amore Law Group, P.C. will receive twenty percent (20%).

11. **MULTIPLE REPRESENTATIONS.** Client understands that Attorneys do or may represent many other individuals with actual or potential PFAS related litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and especially where conflicts of interest may arise from representation of multiple clients against the same or similar defendants, Attorneys must advise clients of any actual or potential conflicts of

interest and obtain their informed written consent to our representation when actual, present, or potential conflicts of interest exist. Client has conferred with its own separate corporate or municipal counsel, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of which Client is currently aware as the result of Attorneys' current and continuing representation of other entities in similar litigation. By signing this agreement, Client states that (1) it has been advised of the potential conflicts of interest which may be or are associated with our representation of Client and other multiple claimants; (2) it nevertheless wants Attorneys to represent Client; and (3) Client consents to Attorneys' representation of others in connection with PFAS litigation (AFFF or otherwise). Client remains completely free to seek other legal advice at any time even after signing this agreement.

12. **POWER OF ATTORNEY.** Client gives Attorneys a power of attorney to execute all reasonable and necessary documents connected with the handling of the litigation associated with this cause of action. Prior to signing any documents relative to settlement agreements, compromises and releases, Attorneys will confer with and advise Client of the contents and ramifications of such documents. Under no circumstances will Client's claims be settled without obtaining Client's advance consent.

13. **SETTLEMENT.** Attorneys will not settle Client's claim without the advance approval of Client, who will have the absolute right to accept or reject any settlement. Attorneys will notify Client promptly of the terms of any settlement offer received by Attorneys.

14. **AGGREGATE SETTLEMENTS.** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve all of Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements that may include Client's individual claims. Although Client authorizes Attorneys to engage in such group settlement discussions and agreements, Client retains the right to approve any settlement of Client's claims, and Attorneys are required to obtain Client's approval before settling Client's claims.

15. **ATTORNEYS' LIEN.** Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award, or court judgment). If no recovery is obtained for Client, or if a lien is obtained that exceeds the recovery by the Client, any lien in excess of the recovery for Client shall be released by Attorneys.

16. **DISCHARGE OF ATTORNEYS.** Client may discharge Attorneys at any time by written notice effective when received by Attorneys. Unless specifically agreed by Attorneys and Client, Attorneys will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorneys appear as Client's attorneys of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorneys. In the event that Attorneys are discharged, for whatever reason, Attorneys and Client agree that Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client then any lien in excess of the recovery for Client shall be released by Attorneys.

17. **WITHDRAWAL OF ATTORNEYS.** Client and Attorneys agree that if, after investigation of the facts and research of the law, Attorneys believe that Client's claims are of limited merit, Attorneys may terminate this agreement with Client prior to and without filing suit. Termination releases Attorneys from any further action on Client's claim and discharges Attorneys from this Agreement. Termination will be effected via delivery service with signature receipt to the last address provided by Client to Attorneys. After filing suit, Attorneys may withdraw with Client's consent as permitted under the governing Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) the representation will result in violation of the rules of professional conduct or other law; (b) if withdrawal can be accomplished without material adverse effect on the interests of Client; (c) if Client persists in a course of action involving Attorneys' services that Attorneys reasonably believe is criminal or fraudulent or if Client has used Attorneys' services to perpetrate a crime or fraud; (d) if Client insists upon pursuing an objective that Attorneys consider repugnant or imprudent; (e) if Client fails substantially to fulfil an obligation to Attorneys regarding Attorneys' services and has given reasonable warning that Attorneys will withdraw unless the obligation is fulfilled; (f) the representation will result in an unreasonable financial burden on Attorneys; or (g) if other good cause for withdrawal exists. Upon termination of representation, Attorneys shall take steps to the extent reasonably practicable to protect Client's interests, will give reasonable notice to Client, will allow time for employment of other counsel, will surrender papers and property to which Client is entitled, and will refund any advance payment of fee that has not been earned. Notwithstanding Attorneys' withdrawal, Attorneys and Client agree that in all such cases described herein above, Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client any lien in excess of the recovery for Client shall be released by Attorneys.

18. **RELEASE OF CLIENT'S PAPERS AND PROPERTY.** At the termination of services under this Agreement, Attorneys will release promptly to Client on request all of Client's papers and property. "Client's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

19. **INDEPENDENT CONTRACTOR.** The relationship to Client of Attorneys, and any associate counsel or paralegal provided through Attorneys, in the performance of services under this Agreement is that of Client to independent contractor and not that of Client to employee. No other wording in this Agreement shall stand in derogation of this subparagraph. The fees and costs paid to Attorneys for legal services rendered pursuant to this Agreement shall be deemed revenues of their law office practices and not as remuneration for individual employment apart from the business of that law office.

20. **NOTICES.** Client agrees to receive communications and documents from Attorneys via email. Attorneys agree to receive communications and documents from Client via email. In the event that Client needs to send hardcopy documents or other physical materials, Client agrees to send those to Attorneys at the following addresses:

Baron & Budd, P.C.
3102 Oak Lawn Ave., Suite 1100
Dallas, Texas 75219

Cossich, Sumich, Parsiola & Taylor, LLC
8397 Highway 23, Suite 100
Belle Chasse, Louisiana 70037

D'Amore Law Group, P.C.
4230 Galewood St., Suite 200
Lake Oswego, OR 97035

21. **DISCLAIMER OF GUARANTEE.** Although Attorneys may offer an opinion about possible results regarding the subject matter of this Agreement, Attorneys cannot guarantee any particular result. Client acknowledges that Attorneys have made no promises about the outcome and that any opinion offered by Attorneys in the future will not constitute a promise, guarantee, or warranty.

22. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

23. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

24. MODIFICATION BY SUBSEQUENT AGREEMENT. The parties may agree to modify this Agreement by executing a new written agreement.

25. DISPUTES ARISING UNDER AGREEMENT. Client and Attorneys agree that any controversy, claim, or dispute (including issues relating to the fee) arising out of or relating to this Agreement, its performance, and/or its breach will be resolved by arbitration proceedings before a neutral associated with the Judicial Arbitration and Mediation Services (JAMS). Disagreement as to the fair market value of any non-monetary property or services, however, will be resolved in accordance with paragraph 7.C.

26. ATTORNEY’S FEES AND COSTS IN ACTION ON AGREEMENT. The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney’s fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

27. EFFECTIVE DATE OF AGREEMENT. This Agreement is effective when the Client signs the Agreement. This Agreement applies to any services provided by Attorneys before its effective date.

28. MULTIPLE COUNTERPARTS. This Agreement will be effective whether or not executed in multiple counterparts.

This agreement and its performance are subject to the Louisiana Rules of Professional Conduct, Texas Disciplinary Rules of Professional Conduct, and the Washington Rules of Professional Conduct.

Agreed to by:

Date: _____

CAMAS, WASHINGTON (Client)
A Washington Municipal Corporation

ATTORNEYS

Steven C. Hogan, Mayor

Scott Summy/Cary McDougal, Baron & Budd, P.C.

Phil Cossich, Cossich, Sumich, Parsiola & Taylor LLC

Tom D’Amore, D’Amore Law Group, P.C.