



## City Council Regular Meeting Agenda Monday, July 20, 2020, 7:00 PM REMOTE MEETING PARTICIPATION

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*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 that reasonable accommodations to ensure accessibility can be made (28 CFR 35.102-35.104 ADA Title 1.).*

### **Participate in this virtual Council Meeting with the ZOOM application and/or by phone.**

**OPTION 1** -- Join the virtual meeting from any device:

1. First-time ZOOM users
  - Download the free ZOOM Cloud Meetings app for your device
  - Or, click the Join Meeting link in the top right corner and paste – 995 0212 7408
2. From any device click the meeting link – <https://zoom.us/j/99502127408>
3. Enter your email and name, and then join webinar.
4. Wait for host to start the meeting.

**OPTION 2** -- Join the virtual meeting from your phone (audio only):

1. Dial 877-853-5257
2. When prompted, enter meeting ID 995 0212 7408 #, and then # #

### **During Public Comment periods:**

1. Attendees may click the **raise hand icon** in the app and you will be called upon to comment for up to 3 minutes.
  - If listening by phone, hit \*9 to "raise your hand" and you will be called upon to comment for up to 3 minutes.
2. Residents can send public comments to [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us) (limit to 400 words). *These will be entered into the meeting record. Emails received by one hour before the start of the meeting will be emailed to the Council prior to the meeting start time. During the meeting, the clerk will read aloud the submitter's name, the subject, and the date/time it was received. Emails will be accepted until 1 hour received after the meeting and will be emailed to the Council no later than the end of the next business day.*

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## **SPECIAL MEETING**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PUBLIC COMMENTS**

**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. [June 15, 2020 Camas City Council Special Meeting Minutes](#)
3. [Interlocal Agreement with Clark County for Monitoring of Fallen Leaf Lake \(Submitted by Jerry Acheson\)](#)
4. \$380,489.90 for June 2020 Emergency Medical Services (EMS) Write-off Billings; Monthly Uncollectable Balance of Medicare and Medicaid Accounts of \$99,869.76 and GEMT accounts of \$280,620.14 (Submitted by Cathy Huber Nickerson)

#### **NON-AGENDA ITEMS**

5. Staff
6. Council

#### **MAYOR**

7. Mayor Announcements

#### **MEETING ITEMS**

8. [City of Camas Proclamation of Civil Emergency COVID-19](#)  
Presenter: [Jennifer Gorsuch, Administrative Services Director](#)
9. [Resolution No. 20-008 Interlocal Agreement for Coronavirus Relief Funds](#)  
Presenter: [Cathy Huber Nickerson, Finance Director](#)
10. [Ordinance No. 20-004 Amending Terms and Conditions of the City's Limited GO Bond Anticipation Note 2014](#)  
Presenter: [Cathy Huber Nickerson, Finance Director](#)
11. [Recycling and Yard Debris Contract](#)  
Presenter: [Sam Adams, Utilities Manager](#)
12. [Resolution No. 20-007 Authorizing Grant Application](#)  
Presenter: [Jerry Acheson, Parks and Recreation Manager](#)
13. [NE 3<sup>rd</sup> Avenue Bridge Seismic Retrofit Consideration of Bids](#)  
Presenter: [James Carothers, Engineering Manager](#)

#### **PUBLIC COMMENTS**

#### **EXECUTIVE SESSION**

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

#### **ADJOURNMENT**



**City Council Special Meeting Minutes - Draft**  
**Monday, June 15, 2020, 7:00 PM**  
**REMOTE PARTICIPATION**

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

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Present: Council Members Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan, Shannon Roberts, Greg Anderson, and Melissa Smith

Staff: Bernie Bacon, Sherry Coulter, Catrina Galicz, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Shawn MacPherson, Heather Rowley, Nick Swinhart, and Steve Wall

Press: No one from the press was present

**PUBLIC COMMENTS**

Ira Blumberg, 137 N 45<sup>th</sup> Circle, Camas, commented about the condition of Lacamas Lake.

Randal Friedman, 1187 NW 10<sup>th</sup> Avenue, Camas, commented about the North Shore Plan and downtown Camas.

Marie Callerame, 3724 NW El Rey Drive, Camas, commented about the Lacamas Shores biofilter.

Jeryln Holland, Ogden Court, Camas, commented about police.

Terah Pitchford, Clark County, commented about cannabis laws.

Adam Kluka, 7021 NW Friberg-Strunk, Camas, commented about street improvements.

Phil Williams, 936 NE 41<sup>st</sup>, Camas, commented about public comments and the Mayor's video message about policing.

Additional public comments received via [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us) are attached to these minutes.

**The Staff Presentation agenda item was moved to follow Mayor comments.**

**CONSENT AGENDA**

1. June 1, 2020 Camas City Council Special Meeting Minutes - Draft
2. \$ 1,933,974.04 Automated Clearing House and Claim Checks Numbered 144515 to 144635
3. \$78,353.66 for May, 2020 Emergency Medical Services (EMS) Write-off Billings; Monthly Noncollectable Balance of Medicare and Medicaid Accounts (Submitted by Cathy Huber Nickerson)

**It was moved by Roberts, and seconded, to approve the Consent Agenda. The motion passed unanimously.**

#### **NON-AGENDA ITEMS**

4. Staff

There were no comments from staff.

5. Council

Burton commented about the lakes in the community, and the country's current social situation and the local response.

Hogan commented about the country's current social situation and the Mayor's video message about policing, and about the condition of Lacamas Lake.

Chaney commented about Mayor's video about policing and our local response, about the condition of Lacamas Lake, and about the Clark Regional Emergency Services Agency's (CRESA) budget.

Anderson commented about the country's current social situation and the local response, and about the condition of Lacamas Lake.

Carter commented about the condition of Lacamas Lake, and about the country's current social condition and the local response.

Roberts commented about the country's current social situation and the local response, and about the Mayor's video message about policing.

#### **MAYOR**

Mayor commented about police records being public, and about the Mayor's pledge for a call to action. Mayor reminded everyone about the June 29, 2020 Zoom Town Hall meeting and about the 2020 Census.

#### **STAFF PRESENTATION**

6. 2021-2022 Biennial Budget Kick-Off Presentation  
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview of the budget; discussion ensued. This item will be placed on a future Council meeting agenda.

## MEETING ITEMS

7. City of Camas Proclamation of Civil Emergency COVID-19  
Presenter: Jennifer Gorsuch, Administrative Services Director

Gorsuch provided an overview of the Civil Emergency Proclamation; discussion ensued.

**It was moved by Chaney, and seconded, to reaffirm the Mayor's Proclamation of Civil Emergency dated March 18, 2020, and the Supplement dated April 15, 2020, be reaffirmed with the exception that section 6 of the Supplement be stricken. The motion passed unanimously.**

8. NW 38<sup>th</sup> Ave Phase 1 Wetland Mitigation Agreement Amendment  
Presenter: Steve Wall, Public Works Director

Wall provided an overview of the amendment.

**It was moved by Carter, and seconded, to approve the NW 38th Avenue Phase 1 Wetland Mitigation and Monitoring Professional Service Agreement Amendment 1 in the amount of \$32,700. The motion passed unanimously.**

9. NE 3<sup>rd</sup> Ave Bridge Seismic Retrofit Professional Services Agreement Amendment 3  
Presenter: Steve Wall, Public Works Director

Wall provided an overview of the contract amendment; discussion ensued.

**It was moved by Roberts, and seconded, to approve the Contract Supplement 3 agreement with HPR for Construction Management and Administration in the amount of \$399,937. The motion passed unanimously.**

10. Resolution No. 20-006 Revising the Comprehensive Street Program for an Additional Six Years  
Presenter: Steve Wall, Public Works Director

Wall provided an overview of the resolution; discussion ensued.

**It was moved by Chaney, and seconded, that Resolution No. 20-006 be read by title only. The motion passed unanimously.**

**It was moved by Roberts, and seconded, that Resolution No. 20-006 be adopted, as amended per Council Member's Chaney's comments. The motion passed unanimously.**

11. Backyard Habitat Certification Program  
Presenter: Steve Wall, Public Works Director

Wall provided an overview of the program; discussion ensued.

**It was moved by Carter, and seconded, to approve the Memorandum of Understanding with the Columbia Land Trust for the Backyard Habitat Certification Program. The motion passed unanimously.**

**PUBLIC COMMENTS**

Randal Friedman, 1187 NW 10<sup>th</sup> Avenue, Camas, commented about downtown commercial businesses.

Emma Cox, 639 NW Fremont Street, Camas, commented about council comments.

Phil Williams, 936 NE 41<sup>st</sup>, Camas, commented about public and council comments.

Mahsa Eshgi, 729 NW Grand Ridge Drive, Camas, commented about Brady Road.

Adam Kluka, 7021 NW Friberg-Strunk, Camas, commented about the City's Comprehensive Street Program.

**ADJOURNMENT**

The meeting adjourned at 8:26 p.m.

**Bernie Bacon**

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**From:** Mahsa Eshghi <mahsa.esh@gmail.com>  
**Sent:** Monday, June 15, 2020 12:27 PM  
**To:** Public Comments  
**Subject:** Public Comment (June 15) - Brady Rd Traffic Safety Improvements  
**Attachments:** Brady Road Improvements.pdf

Dear City and Council Members,

I'd like to thank you for your considerations and adding the Brady Rd and Grand Ridge Intersection improvements to the City's 6-Year Transportation Plan.

Here, I'd like to share with you a short report in regards to the Brady Road traffic and accessibility issues for its segment between the City limit to the McIntosh Rd Intersection. This segment of Brady Rd is the only part of this corridor that carries old county road style with narrow travel lanes and overhead utilities close to the travel lane, no shoulder and no pedestrian or bike access which makes it an unsafe road not only for cars but also for kids and families to walk or ride bikes to and from 192nd Ave. As a transportation engineer, I believe traffic safety and appropriate accessibility around Prune Hill area will not be provided unless we consider street improvements to the City standards for this remaining segment of Brady Rd.

In addition to the Grand Ridge Intersection improvements, I am requesting to add Brady Road improvements from the City limit to the McIntosh Rd Intersection (as it is outlined in my report) to the City's 6-Year Transportation Plan.

I appreciate your time in reviewing my report and considerations in advance.

Best Regards,  
Mahsa Eshghi  
729 NW Grand Ridge Dr, Camas, WA 98607

# Brady Road Improvements

## (From the City Limit to McIntosh Rd)

**Background Information:**

Brady Road is a major road in the City of Camas Transportation system. This road which provides access to many neighborhoods, school and other major roads has been improved to the City standards for some of its segments (see Figure 1 showing the full street improvements on the south side of the 16<sup>th</sup> Ave Intersection). However, the western segment of the Brady Road from the City limit to the east side of McIntosh Rd is the only part of the road that still remains an old county style road.

Figure 1 – Segment of Brady Road Section with City’s Standard Improvements



Figure 2- Western Segment of Brady Rd with an Old County Road Style





**Facts:**

As Figure 2 indicates, the western segment of Brady Road has narrow travel lanes with no shoulder, no sidewalk or bike lane, and no street lights. This road at the intersection of Grand Ridge and other private roads has no turn lane and has inadequate sight distance which causes traffic back up and safety issues. It is almost impossible to have walking or bike access from McIntosh or Grand Ridge Rd to 192ne Ave.

In order to provide safe access for cars, pedestrians and bicyclist, this segment of Brady Road needs to be improved to the City standards similar to the section shown in Figure 1.

The full road improvements to meet the City standards include adequate travel lane widths, bike lanes, curbs, planter strip, sidewalk and street lights on both sides; plus center turn lane at all the intersections similar to the McIntosh Intersection (Figure 3). As part of the road safety improvements, the intersection of Grand Ridge and Brady Road needs to be improved to have an adequate sight distance and safe turning movements. Traffic safety at the private road's intersections need to be evaluated (Figure 4).

Figure 3- Left-Turn Lane at the Intersection of McIntosh Rd and Brady Rd Provides a Safe Turning Movements

**Conclusion:**

Brady Rd from the City limits to McIntosh Rd needs to be improved to the City standards in order to provide safe access for cars, pedestrians, and bikes (see Figure 4 for the extend of the proposed improvements). In addition to the Grand Ridge Intersection improvements, this whole segment of Brady Rd should be considered to be included in the City's 6-Year Transportation Improvement Plan.

Figure 4 - Brady Road (West Side) Improvements to Provide Traffic Safety and Accessibility



This segment of Brady Road does not meet the City of Camas standard. The full street improvements to meet traffic safety and accessibility include:

- Adequate sight distance at intersections,
- Bike lane & sidewalk on both sides,
- Adequate travel lane widths
- Turn lanes at the intersections to avoid traffic back up
- Street lights and landscape strip

Please see Figure 1 for the northern segment of Brady Rd with full street improvements.

City Limit  
End of sidewalk

End of sidewalk  
on the north side.  
No sidewalk  
on the south side.

Intersections to be  
included in the traffic  
safety analysis and  
improvements

**Bernie Bacon**

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**From:** Douglas Strabel <dstrabel@gmail.com>  
**Sent:** Monday, June 15, 2020 8:17 PM  
**To:** Public Comments  
**Subject:** CITY COUNCIL COMMENTS  
**Attachments:** 06152020 - COUNCIL MEETING PUBLIC COMMENTS.docx

**Attached are my comments for review during the public comments portion of the City Council meeting scheduled for Monday 06/15/2020.**

**The topic is:  
City Update on EXPENSE REDUCTION**

**Additionally - WHY is the TOWN HALL meeting going forward and being conducted 6/29 on ZOOM?  
A meeting scheduled for JULY or AUGUST held at CROWN PARK would allow face to face discussion.  
This is what people want.**

**thank you.....Douglas Strabel**

**There has been NO discussion of any of these comments / questions.**

## **WHEN WILL THEY BE ADDRESSED ?? – WE ARE STILL WAITING !!**

I think you would agree that the City of Camas would like to avoid the “Oh S... Moment” that other Municipalities, Counties, States and the US Treasury is going to face in the future.

**Camas needs to get ahead of the REVENUE shortfalls that are coming in the years ahead.**

To that point still outstanding are the following:

- 1. Since the 2019/2020 budget goes through the end of the year what is the LINE ITEM DETAIL of the \$191K monthly PHASE 1 Spending Cuts beyond what you covered in your 5/28/2020 video??**

**Maintaining a 17% reserve was stated as being the line in the sand BEFORE it is necessary to implement Phase 2.**

- 2. What are the LINE ITEM DETAILS of the PHASE 2, 3 and 4??**
- 3. When do the TAXPAYERS see the WHOLE PLAN??**
- 4. Where is the TOTAL PLAN for 2020??**
- 5. What are your plans for the rest of the year?**
- 6. How much do you believe you need to save in spending for the next 7 months?**

## **EXPENSE REDUCTION**

***One of the key elements to address is EXPENSE REDUCTION. Make the plan for deep cuts now:***

- ***Redo the balance of the remaining 2020 budget with an 18% target reduction in TOTAL spending***
- ***Take the same approach with the upcoming 2021/2022 budget process***
- ***Start with a hiring freeze – including City Administrator and any other replacement positions***
- ***Stop OT now – Right now it is running at 6% of payroll for the last 2.5 years***
- ***Stop Incentive Payouts – 3% of payroll for the last 2.5 years***
- ***Does anybody know what Incentive Payouts really are?***
- ***No COLA in 2020/2021***
- ***Take a hard look at reassignment of idled staff for better utilization of available time***
- ***Consultants and Outside Contractors – have these been reviewed and only allowed to work on City Critical items. Has the WSP Contract been reviewed?***

**And most importantly!!!**

***Nobody buys anything discretionary or any capital items even though it is in the budget***

**Additionally has the City addressed the following??**

- ***Renegotiation of Service Contracts***

It still seems like the GOAL of this whole exercise is to TRACK SPENDING.

The GOAL should be REDUCE SPENDING!!

***This needs to be a PROACTIVE vs. REACTIVE Process.***

**Bernie Bacon**

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**From:** Randal Friedman <randalfriedman@gmail.com>  
**Sent:** Monday, June 15, 2020 7:57 PM  
**To:** Public Comments  
**Subject:** PUBLIC COMMENT

**Mayor McDonnell, Council, it is a sad day when conversation about our core future is relegated to one-way efforts of written questions lacking serious answers. Relegated to a loudspeaker I feel I'm in a dystopian sci-fi story.**

**You said we have to do a North Shore plan to know the "look and feel" of buildings and materials. The look and feel of Downtown doesn't seem to matter.**

**You say plan North Shore because the owners may sell the property and there is no detailed plan. Georgia Pacific's owners, sitting in Atlanta, could decide tomorrow to sell all or part of the 27-acre lab site. The only City rule or guideline is Heavy Industry. Any of a number of downtown owners could also sell and there is no plan. That doesn't matter.**

**You say do a North Shore plan because the families have been there a century. The Mill was before Camas as a city. It has been a good, giving neighbor central to our history. Yet It doesn't deserve a plan.**

**You ridiculed efforts saying the alternative to a North Shore plan is to hope the owners lock current uses into a "time capsule." Aside from dismissive, you have a point.**

**There is a time capsule in Camas: this City's treatment of Downtown. Our comprehensive plan considers our lovely Downtown a locked time capsule. In this capsule the mill will still be the functioning heart of Downtown in 2035. Quaint brick buildings will remain in their current form. There's no need for a plan.**

**How absurd and sad?**

**Beyond are questions your video didn't answer. How much spent to date on the North Shore? What is the budget? I'm told the City lacks the ability to track the project cost. There is no budget. You chose to not answer these questions.**

**A City watched a neighborhood pool get torn down and replaced with a \$78 million-dollar bond measure. The North Shore is well on its way as an encore.**

**The people of Camas spoke last November. They do not want the status quo to continue. They want to be listened to and taken seriously. You got off to a good start but the strong current has pulled you back. It is time to recapture what was started.**

**Bernie Bacon**

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**From:** Phil Williams <pw54.city@gmail.com>  
**Sent:** Monday, June 15, 2020 8:26 PM  
**To:** Public Comments  
**Subject:** Please add this comment to the meeting minutes for the June 15, 2020 regular city council meeting

I'd like to start by celebrating and adding my support to comments made by my neighbors Ira, Randal, Marie, Jeryl and Adam. Passionate, reasonable people come before this council week after week and they deserve action that this council doesn't deliver.

In the past, I've been urged by this council and this mayor to say more positive things about this council and this mayor. My response to that has been that our time to speak here publicly is limited, and that timing is limited by this council's choice. So because I need to be brief, the most efficient use of my voice as a citizen becomes mentioning what I feel is the most relevant and urgent matter that I can elevate during those 3 minutes. Unfortunately, more often than not in the course of the last couple years, I've seen more bad than good come out of this body and that's where my focus has needed to be and I stand by all of my past comments.

Of course, this week is not a normal week in Camas or in our country. This week, I need to use my time almost solely in praise of an action taken by Mayor Barry McDonnell recently. The mayor's video released about the #8CantWait campaign where he also shares his own experience immigrating to this country as a boy, was an important use of his office in my opinion, and I'd like to plainly thank him for using his platform to send that message. In my experience, people in power can shy away from controversy in public discourse regardless of how they feel privately. It's a sad reality that many lack the courage, but I applaud the mayor for removing the line between his private and public thoughts in this time when we need every leader, in every governing body, to get serious about using their influence to make our communities stronger and safer for EVERYONE.

The mayor's video was a strong OPENING statement, and there was followup action promised by way of a conversation between the Mayor and Police Chief Lackey, I think that conversation should be held publicly and in front of an audience of citizens, without rehearsal or script. I hope part of that conversation is about how Camas hasn't (at least based on demographics) really experienced the pain and the fear of many marching in the streets of towns like Portland and Seattle as we speak. I hope that conversation mentions how regardless of our individual experiences, Camas has an opportunity here, like any small American town where change can happen quickly with the will to support it. We can introduce ACTUAL policy that makes us a leader for our neighbors by example. Let's be that example on the future of safer policing with a more restrictive use of force policy including an outright ban to things like chokeholds or strangleholds and a renewed focus on de-escalation.

So Mr. Mayor, thank you again, from my family, for your public comment on this issue. We hope it's only the start and that strong words are followed closely with strong policy that you urge the city council to approve without delay. To the council, I welcome you each to take a moment following my comments to individually express your support for the mayor's position, here and now, on the record.

Thank you.

-Phil Williams



**Bernie Bacon**

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**From:** Randal Friedman <randalfriedman@gmail.com>  
**Sent:** Monday, June 15, 2020 8:20 PM  
**To:** Public Comments  
**Subject:** SECOND PUBLIC COMMENT

**Mayor McDonnell, I haven't talked about the rest of Downtown and how it needs a plan. I realized yesterday sitting for breakfast at Natalia's why that is so. The view is so nice, Lutz's, Feast, the other charming buildings. But what can become of them?**

**The Downtown Commercial zone has no height limits or set-back requirements. The apartments on 6<sup>th</sup> show what Downtown Commercial can do.**

**Imagine sitting at Natalia's only with apartments above the storefronts rising 3-4 floors above the street. Imagine boxes lining the blocks of the Downtown core. Imagine streets jammed with people trying to park.**

**Some might say there are Downtown Design Guidelines. Yes there are. So if the Lutz's sell, the buyer knows what kind of awnings, street trees, windows are required. But those guidelines say nothing of height or use. The Clara apartments show what the City has allowed, all without parking, and if that is now the precedent then consider what our charming downtown could look like.**

**I firmly believe we need more people living Downtown. Imagine a thousand more people the last few months buying the take-out food from our restaurants and keeping our businesses going. However, we all want to understand the "look and feel" of this future development before Downtown's charm is lost.**

**Sounds like we need a plan. Sounds like this plan is perhaps more pressing than a North Shore plan.**

**Place the resolution I submitted on the agenda for a public vote. We deserve to know how each of you feel about our Downtown versus a design studio for North Shore owners.**

**It's not words that matter it is actions.**

**I have to close and react to the needed discussion of social justice and equity. Frankly, if you truly believe Camas needs to be more inclusive of social equity issues, spending a half-million dollars of public money to plan what will likely be a wealthy enclave on the North Shore is going against the tide. If you believe in social equity, take a look where Camas can do something and that is Downtown. This is the conversation we need.**

**INTERLOCAL AGREEMENT BETWEEN  
CLARK COUNTY AND THE CITY OF CAMAS**  
For the  
**Fallen Leaf Lake Monitoring Project**

This interlocal agreement (Agreement) is entered into between Clark County (County) and the City of Camas (City) pursuant to the State of Washington Interlocal Cooperation Act, chapter 39.34 RCW.

WHEREAS, the City has identified a need to study and characterize water quality conditions in Fallen Leaf Lake (hereinafter called the "Project") in order to proactively manage the lake as a recreational asset for the public; and

WHEREAS, the City does not have in-house technical and staffing resources to complete the Project; and

WHEREAS, the County has performed water quality monitoring at Lacamas and Round Lakes adjacent to Fallen Leaf Lake over much of the past two decades and possesses the resources to perform successful lake monitoring for the City; and

WHEREAS, it is mutually beneficial for the City and County to work cooperatively to complete the Project as generally described in Attachment A, Project Scope, which is attached hereto and incorporated herein

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. The County agrees to provide services which will include characterization project management, field visits, in-situ measurements, water sample collection, laboratory analyses, and reporting.
2. Except as otherwise provided herein, any modification to this Agreement must be in the form of a written amendment signed by each party. The County agrees to not exceed the estimated Project budget amounts described in Attachment A without first providing an explanation for exceeding the estimated amount and receiving written permission (email acceptable) from the City.
3. The City agrees to allow the County to increase the hourly rate for the Natural Resource Specialist III identified in Attachment A, including salary and benefits, by the lesser of the Consumer Price Index for All Urban Consumers (CPI-U) each year, or the actual labor increase.
4. The City agrees to make progress payments to the County quarterly and at completion of the project based on Attachment A billing rates for County staff and expenses.
5. No liability shall attach to the City or the County by reason of entering into this Agreement except as expressly provided herein. This Agreement is executed for the benefit of the parties and the public generally. This Agreement is not intended and shall not be construed as creating any third-party beneficiary. Each party agrees to indemnify, defend and hold harmless the other and all its officers, agents, employees and consultants from and against any and all demands, claims, judgments, awards of damages, costs, losses, or liability, including attorney's fees, for any and all claims for damages or injuries to persons, property or agents of the user which arise from its negligent or intentional acts or omissions. In the event of such claims or lawsuits, each party shall assume all costs of its defense not otherwise addressed above, and shall pay all resulting awards of damages, fees, costs or judgments that may be obtained against it or its officers, consultants, agents, or employees. Further each party has insured against its own liability herein and will promptly notify the other of any material change in such coverage.

6. This Agreement does not establish or create a separate legal or administrative entity or a joint board to accomplish the purposes hereof. The City and the County shall be jointly responsible for administering the performance of this Agreement as provided herein. Any instrumentation or equipment used or acquired by the County in connection with the performance of this Agreement shall be disposed of by the County as it shall determine in its discretion.

7. The initial duration of this Agreement is from date of execution of the Agreement through May 31, 2021. The parties, however, may renew the Agreement, for additional one-year periods indefinitely. Any request for renewal must be in writing and must be provided to the other party 30 days prior to the end of the existing period. The receiving party must either deny or accept renewal in writing prior to the end of the existing period. A copy of the requested renewal and decision thereon shall be filed with the original Agreement.

8. Either party may terminate this Agreement by providing to the other party 30 days' advance written notice of the date of termination, and by paying in full any balance owing for services rendered to the other as of the date of termination. Written notice shall be deemed given when it is actually received by the other party at the address as set forth with its signature, below.

9. This Agreement shall be deemed to have been executed and delivered within the State of Washington. The rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be filed in the Superior Court of Clark County, Washington.

10. The County shall not sublet or assign any of the services covered under this Agreement without express written consent by the City.

11. This Agreement, including Attachment A, and any future amendments hereto, constitutes the entire Agreement between the parties, and supersedes any prior writing or understanding between the parties on the subject matter of the Agreement.

IN WITNESS WHEREOF, the City and County have executed this Interlocal Agreement on the dates indicated below.

FOR CLARK COUNTY:

FOR THE CITY OF CAMAS:

\_\_\_\_\_  
Kathleen Otto  
Interim County Manager

\_\_\_\_\_  
Barry McDonnell  
Mayor

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020

Approved as to form only:

Approved as to form only:

\_\_\_\_\_  
Tony Golik, County Attorney  
By: Bill Richardson  
Deputy Prosecutor – Civil Division

By: \_\_\_\_\_  
Shawn MacPherson  
City Attorney

## Attachment A

### Scope of Work

#### Fallen Leaf Lake Monitoring Project

Submitted by:	Clark County Public Works 1300 Franklin Street Vancouver, WA 98660
Proposed Amount:	Not to exceed \$19,216 per year services costs
Period of Performance:	Annual
Technical Point of Contact:	Bob Hutton 564-397-4868 <a href="mailto:Bob.Hutton@clark.wa.gov">Bob.Hutton@clark.wa.gov</a>
Business Point of Contact:	Alice Millward 564-397-5267 <a href="mailto:Alice.Millward@clark.wa.gov">Alice.Millward@clark.wa.gov</a>

## Scope of Work

### PROJECT OVERVIEW

Fallen Leaf Lake and adjacent Lacamas-Round Lakes in Camas, WA have been periodically closed to recreational uses due to blue-green algal blooms. Knowledge of water quality characteristics and dynamics in Fallen Leaf Lake are very limited, and the City of Camas has identified a need to study and characterize current conditions in order to proactively manage the lake as a recreational asset for the public.

This Scope of Work proposes Clark County Public Works Clean Water Division will perform baseline monitoring and reporting on the water quality status of the Fallen Leaf Lake system as a contracted service to the City of Camas.

### PROJECT SCOPE

Clean Water will perform the following activities in the Fallen Leaf Lake watershed:

- Measure and map lake depths along 8 transects to create a basic bathymetric map.
- Collect near-surface water quality samples for laboratory analysis, and record water quality measurements in the field over a range of depths, twice per month from June-September and once per month October-December.
- Sample and measure water quality, and estimate flow, at three lake tributaries and one outflow twice during the wet season and, depending on presence of flow, once during dry season.
- Qualitatively evaluate and map general extent of larger aquatic plants in Fallen Leaf Lake once during the summer.
- Collect blue-green algal samples, as feasible, during up to two algal blooms, and forward to another organization for identification and / or toxicity testing.
- In a brief report, summarize monitoring results, water quality status of Fallen Leaf Lake, and context by leveraging previously compiled historical information.

The following assumptions apply to this project:

- The County will develop a Quality Assurance Project Plan to document procedures and ensure adequate data quality for the project. The City will not be billed for this work.
- All monitoring equipment and supplies will be provided by the County and will not be billed to the City.
- Monitoring may be suspended or re-scheduled if health or safety circumstances warrant or upon agreement between City and County.
- Clark County staff will have access as needed to Fallen Leaf Lake from nearby Camas park facilities.
- Blue-green algal analyses will be performed at no cost to the County.

## ESTIMATED COST

Costs are limited to labor and laboratory analyses and are summarized as follows:

<b>Task</b>	<b>Days/Year</b>	<b>Cost/Year</b>
Investigate and Map Lake Water Depths	1	\$670
Monitor Lake Water Quality – 1 Site, 11 Trips, includes laboratory costs (\$2,651)	11	\$10,021
Monitor 3 Tributaries and 1 Outflow, includes laboratory costs (\$1,992)	3	\$4,002
Aquatic Plant Extent Monitoring and Mapping	0.5	\$335
Blue-green Algal Sampling	0.5	\$335
Compile Historical Watershed Timeline	0.25	\$168
Fallen Leaf Lake History Research	0.5	\$335
Brief Report Summarizing Lake Status	5	\$3,350
<b>Total annual estimated cost</b>		<b>\$19,216</b>

Rate in 2020 for Natural Resource Specialist III: \$83.75/hour or \$670/day including salary and benefits.

PROCLAMATION OF CIVIL EMERGENCY

CITY OF CAMAS, WASHINGTON

Whereas, Camas Municipal Code Section 2.48.020 provides that in the event an emergency occurs which causes or is tending to cause danger or injury to persons or damage to property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare then the Mayor may proclaim a civil emergency to exist; and

Whereas, in the interest of public safety and welfare, Washington state law under Chapter 38.52 RCW sets forth certain powers exercisable by municipalities in the event of emergencies; and

Whereas, Camas Municipal Code Chapter 8.56 sets forth additional procedures and powers related to Emergency Management; and

Whereas, on February 29, 2020, Governor Jay Inslee declared a state of emergency due to the public health emergency posed by the coronavirus 2019 (hereafter COVID-19); and

Whereas, on March 13, 2020, the Clark County Council announced a state of emergency resolution for Clark County regarding COVID-19. Similar emergency declarations have been issued in Washington, Multnomah, and Clackamas counties in the Portland metropolitan area; and

Whereas, on March 13, 2020, Governor Inslee ordered all K-12 public and private schools in Washington State to close by no later than March 17, 2020 and remained closed through April 24, 2020, further ordering on March 16, 2020 a statewide emergency proclamation to temporarily shut down restaurants, bars and entertainment and recreational facilities and ban all gatherings with over 50 participants, with all gatherings under 50 participants to be prohibited unless previously announced criteria for public health and social distancing are met; and

Whereas, on March 13, 2020, President Donald Trump declared a national emergency in the United States of America related to the COVID-19 outbreak; and

Whereas, as of March 14, 2020, the Washington State Department of Health reported a total of 642 confirmed cases of COVID-19 with 40 resulting deaths. As of March 14, 2020, at least 3 confirmed cases of COVID-19 have been reported in Clark County; and

Whereas, as reported by the Washington State Department of Health:

Public health experts agree that the true number of people who have been infected with COVID-19 in Washington greatly exceeds the number of COVID-19 infections that have been laboratory-confirmed. It is very difficult to know exactly how many people in Washington have been infected to date since most people with COVID-19 experience mild illness and the ability to get tested is still not widely available; and

Whereas, as Mayor of the City of Camas I have determined that it is necessary to proclaim the existence of a civil emergency and to take such actions as may be required to effectively utilize city resources in the protection of the public health, safety and welfare;

NOW, THEREFORE I, Barry McDonnell, Mayor of the City of Camas, Proclaim as follows:

1. I declare there is a civil emergency caused by COVID-19 in the City of Camas.
2. The civil emergency requires the implementation of those powers delineated in Chapter 2.48 and 8.56 of the Camas Municipal Code and Chapter 38.52 RCW.
3. To the extent of such powers as granted by law, the City may enter into contracts and incur obligations, and take any other appropriate action necessary to address and respond to the emergency to protect the health and safety of persons and properties and to provide emergency assistance to persons affected by this emergency.
4. These powers will be exercised in light of the exigencies of the situation without regard to the formalities prescribed by State statutes and rules, or by City ordinance (except for mandatory constitutional requirements). These include but are not limited to budget law limitations, requirements for competitive bidding, publication of notices related to the performance of public work, entering into contracts, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and equipment, and the appropriation and expenditure of funds.
5. I delegate to the Department heads and their designees the authority to solicit quotes and estimates for contracts necessary to combat the emergency. Department heads may enter into contracts in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). Contracts over this amount will be signed by the Mayor.
6. Department heads are further authorized to reassign staff from their ordinary duties to work deemed necessary to address the emergency outside their normal job duties and to require work beyond normal working hours in the performance of duties deemed necessary to respond to the emergency.
7. Pursuant to Camas Municipal Code sections 2.48.020 and 8.56.080 a copy of this Proclamation shall be filed with the City Clerk, a copy delivered to the Director of Emergency Management, State Emergency Management, and the Governor and the news media within the City shall be advised, with copies of this Proclamation posted at public places as may heretofore be designated.
8. This Proclamation will take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code Section 2.48.040.

DATED AND SIGNED THIS 18<sup>th</sup> DAY OF MARCH, 2020.

City of Camas



Mayor Barry McDonnell



SUPPLEMENT TO PROCLAMATION OF CIVIL EMERGENCY  
ISSUED MARCH 18, 2020  
CITY OF CAMAS, WASHINGTON

The recitals as set forth in the Proclamation of Civil Emergency, City of Camas, Washington issued March 18, 2020 are hereby adopted by reference.

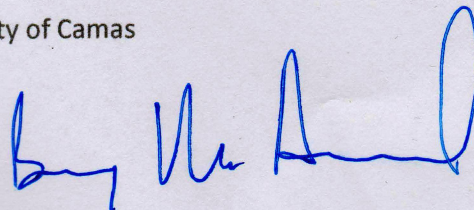
For and as supplement to said Proclamation, as Mayor of the City of Camas, do Proclaim as follows:

1. The City hereby implements a moratorium on the hiring of new employees with exceptions to be granted on a case-by-case basis by the Mayor.
2. City employee accrual of overtime shall be limited to emergency and unavoidable circumstances.
3. The City hereby implements a moratorium on the hiring of any seasonal staff with exceptions to be granted by the Mayor.
4. No employee or elected official business travel, conference attendance, or training shall be occur except as required by law, with limited exceptions as may be otherwise approved in advance.
5. All City departments shall maintain their ongoing strict adherence to established budgets.
6. City capital projects deemed non-essential will be placed on hold.

This Supplement to Proclamation of Civil Emergency shall take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code 2.48.040.

DATED AND SIGNED THIS 15<sup>TH</sup> DAY OF APRIL, 2020

City of Camas



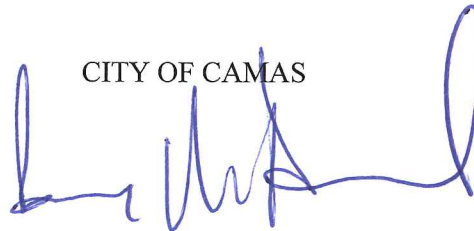
Mayor Barry McDonnell

FIRST AMENDMENT TO PROCLAMATION OF CIVIL EMERGENCY

Pursuant to Camas Municipal Code Section 2.48.040, the Supplement to Proclamation of Civil Emergency issued April 15, 2020 is amended to strike section 6 thereof.

DATED AND SIGNED THIS 16<sup>TH</sup> DAY OF JUNE, 2020.

CITY OF CAMAS



Mayor Barry McDonnell



## Staff Report – Resolution

Resolution No. 20-008 Interlocal Agreement for Coronavirus Relief Funds  
Presenter: Cathy Huber Nickerson, Finance Director

Phone	Email
360.817.1537	chuber@cityofcamas.us

**INTRODUCTION/PURPOSE/SUMMARY:** The United States Congress approved the Coronavirus Aid, Relief and Economic Security (CARES) Act on March 27, 2020, to provide immediate relief in response to the COVID-19 pandemic and its unprecedented economic impacts. As a community of a population of 500,000 or less, the City of Camas received a distribution of these funds from the Washington State Department of Commerce of \$722,700. In order to access the funds, the City is required to enter into an Interagency Agreement with the Washington State Department of Commerce to be reimbursed for costs incurred from the public health emergency of COVID-19 between March 1, 2020 and October 31, 2020.

The funds from the Coronavirus Relief Funds are intended to support the City for unbudgeted costs due to the COVID-19 pandemic.

Staff is recommending the City use the funds to pay for unbudgeted costs associated with:

- Emergency medical response expenses
- Communication of public health measures
- Medical and protective supplies
- Disinfecting public areas and facilities
- Quarantining individuals
- Payroll expenses for public health staffing (EMS)
- Expenses to facilitate compliance with COVID-19 measures
- Economic support for the community

Resolution 20-008 authorizes the Mayor to sign the Interagency Agreement on behalf of the City to execute the agreement.

RESOLUTION NO. 20-008

A RESOLUTION of the City of Camas, Washington authorizing the Mayor to execute an Interagency Agreement with the Washington State Department of Commerce relating to the Coronavirus Relief Fund for Local Governments.

WHEREAS, certain funds have been made available to the City subject to Section 601(a) of the Social Security Act, as amended by Section 5001 of the Coronavirus Aid, Relief and Economic Security Act (CARES Act), and Title V and VI of the CARES Act; and

WHEREAS, the Washington State Department of Commerce has presented to the City a form of Interagency Agreement related to the receipt of said funds; and

WHEREAS, the purpose of the Interagency Agreement is to provide funds for costs incurred due to the public health emergency with respect to the Coronavirus disease 2019 (COVID-19) during the period of March 1, 2020 through October 31, 2020; and

WHEREAS, the Washington State Department of Commerce and the City of Camas would enter into the Interagency Agreement pursuant to the authority granted by the Interlocal Cooperation Act, chapter 39.34 RCW.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

I

The Mayor of the City of Camas is hereby authorized to execute on behalf of the City the Washington State Department of Commerce Interagency Agreement related to the Coronavirus Relief Fund for Local Governments and all ancillary documents associated thereto.

Resolution No. 20-008  
Page 2

PASSED by the Council and APPROVED by the Mayor this \_\_\_\_ day of July, 2020.

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

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

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



**Interagency Agreement with**

City of Camas

through

the Coronavirus Relief Fund for Local Governments

**For**

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

**Start date:** March 1, 2020

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**FACE SHEET**

Item 9.

Contract Number: 20-6541C-129

**Washington State Department of Commerce  
Local Government Division  
Community Capital Facilities Unit  
Coronavirus Relief Fund for Local Governments**

<b>1. Contractor</b> City of Camas 616 NE 4th Ave Camas, Washington 98607		<b>2. Contractor Doing Business As (optional)</b>	
<b>3. Contractor Representative</b> Cathy Huber Nickerson Finance Director (360) 817-1537 chuber@cityofcamas.us		<b>4. COMMERCE Representative</b> Janet Eaton Project Manager (360) 725-3166 Fax 360-586-5880 janet.eaton@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
<b>5. Contract Amount</b> \$722,700.00	<b>6. Funding Source</b> Federal: <b>X</b> State: Other: N/A:	<b>7. Start Date</b> March 1, 2020	<b>8. End Date</b> October 31, 2020
<b>9. Federal Funds (as applicable)</b> \$722,700.00	<b>Federal Agency:</b> US Dept. of the Treasury	<b>CFDA Number:</b> 21.019	<b>Indirect Rate (if applicable):</b> 10.00%
<b>10. Tax ID #</b> XXXXXXXXXXXXXXXX	<b>11. SWV #</b> SWV0016796-00	<b>12. UBI #</b> 062000007	<b>13. DUNS #</b> N/A
<b>14. Contract Purpose</b> To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
<b>15. Signing Statement</b> COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report			
<b>FOR CONTRACTOR</b>  _____ Barry McDonnell, Mayor  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director, Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.</b>	



**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

**2. ACKNOWLEDGMENT OF FEDERAL FUNDS**

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce.”

**3. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**4. COMPENSATION**

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

**5. EXPENSES**

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**6. INDIRECT COSTS**

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

**7. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

**8. AUDIT**

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov).

**9. DEBARMENT**

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

**10. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

Item 9.

**United States Laws, Regulations and Circulars (Federal)**

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

**11. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

Item 9.

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

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**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

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relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree



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with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

**20. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

- 1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
- 2. Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury's December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

### **Allowable expenditures include, but are not limited to:**

1. Medical expenses such as:
  - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - c. Costs of providing COVID-19 testing, including serological testing.
  - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
  - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - e. Expenses for public safety measures undertaken in response to COVID-19.
  - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
  4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
    - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
    - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
    - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
    - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
    - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
    - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
  5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
    - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
    - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
    - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
  6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

## Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



## LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R. 748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
  - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
  - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
  - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury<sup>1</sup> and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.


Footnote:


1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION  
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- 6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.
  
- 7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
  
- 8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

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

CRF A-19 Activity Report  
INSTRUCTIONS

### INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 **REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
  - a This should match the report period entered on the corresponding A-19.
  - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
  - a Providing a brief description of the specific activities performed.
  - b Identifying specific populations served.
  - c Identifying specific programs created or utilized.
  - d Including any known or intended outcomes, results, or community impacts.
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
  - a Enter a **Title** for other expenses added within the appropriate budget category.
  - b Enter titles into **Cells: D10, D19, D27, D36, and D41**.
  - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
  - a Enter a **Title** for these "other" expenses within budget category 6.
  - b Enter titles into **Cells D44 - D48**.
  - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund  
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
<b>1 Medical Expenses</b>				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C. COVID-19 testing, including serological testing	\$ -	\$ -	\$ -	
D. Emergency medical response expenses	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
<b>Sub-Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>2 Public Health Expenses</b>				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Disinfecting public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
<b>Sub-Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>3 Payroll expenses for public employees dedicated to COVID-19</b>				
A. Public Safety	\$ -	\$ -	\$ -	
B. Public Health	\$ -	\$ -	\$ -	
C. Health Care	\$ -	\$ -	\$ -	
D. Human Services	\$ -	\$ -	\$ -	
E. Economic Development	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
<b>Sub-Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>4 Expenses to facilitate compliance with COVID-19-measures</b>				
A. Food access and delivery to residents	\$ -	\$ -	\$ -	
B. Distance learning tied to school closings	\$ -	\$ -	\$ -	
C. Telework capabilities of public employees	\$ -	\$ -	\$ -	
D. Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E. COVID-19-related expenses in county jails	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
<b>Sub-Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>5 Economic Supports</b>				
A. Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
<b>Sub-Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>6 Other COVID-19 Expenses</b>				
A. Other:	\$ -	\$ -	\$ -	
B. Other:	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
D. Other:	\$ -	\$ -	\$ -	
E. Other:	\$ -	\$ -	\$ -	
<b>Sub-Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	



**CITY OF CAMAS  
CORONAVIRUS EXPENSES**

AS OF 7/10/20

		Proposed Amount	Department	Brief Description	Dates
<b>1</b>	<b>Medical Expenses</b>				
A.	Public hospitals, clinics, and similar facilities				
B.	Temporary public medical facilities & increased capacity				
C.	COVID-19 testing, including serological testing				
D.	Emergency medical response expenses				
	Staffing Costs	\$ 115,000	CWFD		
	Ambulance Air Filtration Modification	\$ 18,000	CWFD		
	Ambulance Supplies	\$ 17,000	CWFD		
E.	Telemedicine capabilities				
F.	Other:				
<b>2</b>	<b>Public Health Expenses</b>				
A.	Communication and enforcement of public health measures				
	COVID-19 Messaging on Social Media	\$ 27,000	Executive	Contract with Alicia Brazington	
	Zoom	\$ 8,000	City-wide		
B.	Medical and protective supplies, including sanitation and PPE				
	PPE items	\$ 9,000	Finance	face masks, wipes, gloves	
	PPE items	\$ 500	Judicial		
	PPE items	\$ 100	HR		
	PPE items	\$ 200	Adm Services		
	PPE items	\$ 5,000	Police		
	PPE items	\$ 300	IT		
	PPE items	\$ 600	Engineering		
	PPE items	\$ 100	Comm Dev		
	PPE items	\$ 2,800	Parks and Rec		
	PPE items	\$ 500	Building		
	PPE items	\$ 100	Central Services		
	PPE items	\$ 5,000	Library		
	PPE items	\$ 9,000	Fire		
	PPE items	\$ 1,000	Water/Sewer		
	PPE items	\$ 4,000	ERR		
C.	Disinfecting public areas and other facilities				
	Additional Janitorial Services	\$ 4,000	Cen Srv/Police		
	Land Portable Hot Water Pressure Washer	\$ 8,000	Parks Maintenance		
D.	Technical assistance on COVID-19 threat mitigation				
E.	Public safety measures undertaken				
F.	Quarantining individuals				
	Public Works Crew Shift Weeks	\$ 215,533			
	CWFD	\$ 1,875	CWFD	24 hours	
G.	Other:				
<b>3</b>	<b>Payroll expenses for public employees dedicated to COVID-19</b>				
A.	Public Safety				
	Police New Hire Time		Police	80 hours	
B.	Public Health				
	Ambulance Transport Staffing	\$ 93,107	CWFD		
	Engine Support Staffing	\$ 53,248	CWFD		
C.	Health Care				
D.	Human Services				
E.	Economic Development				
F.	Other:				
<b>4</b>	<b>Expenses to facilitate compliance with COVID-19 measures</b>				
A.	Food access and delivery to residents				
B.	Distance learning tied to school closures				
C.	Telework capabilities of public employees				
	Computer equipment	\$ 5,404			
D.	Paid sick and paid family and medical leave to public employees	\$ 22,934			
E.	COVID-19-related expenses in county jails				
F.	Care and mitigation services for homeless populations				
G.	Other: City Hall Annex Expenses	\$ 10,000	IT/Facilities	Cleaning, Fiber, Security	
<b>5</b>	<b>Economic Supports</b>				
A.	Small Business Grants for business interruptions				
B.	Payroll Support Programs				
C.	Other: Support Local and Save Program	\$ 75,000			
<b>6</b>	<b>Other COVID-19 Expenses</b>				
A.	Other: Helpline	\$ 10,400	Library		
B.	Other:				
C.	Other:				
D.	Other:				
F.	Other:				

**Total Expenses** \$ **722,700**

**Coronavirus Relief Funds for Camas** \$ **722,700**

**Amount exceeding Federal Funds** \$ **(0)**



## Staff Report – Ordinance

Ordinance No. 20-004 Amending Terms and Conditions of the City’s Limited GO Bond Anticipation Note 2014

Presenter: Cathy Huber Nickerson, Finance Director

Phone	Email
360.817.1537	chuber@cityofcamas.us

**INTRODUCTION/PURPOSE/SUMMARY:** The City of Camas approved Ordinance No. 2706 in 2014 establishing a revolving line of credit in the amount not to exceed of \$7,000,000 to provide financing for construction, liquidity for the City in general, large equipment and vehicle purchases and other projects. The City issued its Limited Tax General Obligation Bond Anticipation Note 2014 to Bank of America.

The City has renewed the line of credit in 2019 and is requesting the approval of Council for a second renewal to mature in 2022. The term, change in interest rates and the fees on the used portion of the line of credit are attached as Exhibit A to the ordinance.

## CITY OF CAMAS, WASHINGTON

## ORDINANCE NO. 20-004

AN ORDINANCE of the City of Camas, Washington, amending Ordinance Nos. 2706, 16-013 and 18-011, to extend the term, change the interest rates and the fees on the unused portion of the Bank's commitment, and add covenants to the City's Limited Tax General Obligation Bond Anticipation Note, 2014.

WHEREAS, the City Council of the City of Camas, Washington (the "City") passed Ordinance No. 2706, establishing a revolving line of credit in the aggregate principal amount of not to exceed \$7,000,000 to provide financing for street design, right of way acquisition and construction, liquidity for the Camas-Washougal Fire Department consolidation, large equipment and vehicle purchases, and general City liquidity and other capital improvements (collectively, the "Projects"); and

WHEREAS, the City issued its Limited Tax General Obligation Bond Anticipation Note, 2014 (the "Note") to Bank of America, N.A. (the "Bank") to evidence the line of credit; and

WHEREAS, the City Council passed Ordinance No. 16-013, which amended Ordinance No. 2706, to extend the term to August 6, 2018, and change the interest rate on the Note; and

WHEREAS, the City Council passed Ordinance No. 18-011, which amended Ordinance Nos. 2706 and 16-013, to extend the term to August 6, 2020, and change the interest rate on the Note; and

WHEREAS, the City and the Bank agree to change the maturity date of the current Note to August 8, 2022; and

WHEREAS, it is in the best interest of the City to extend the term, change the interest rates of the Note and the fees on the unused portion of the Bank's commitment, and to add covenants, all pursuant to the proposal of the Bank dated June 12, 2020, which is attached as Exhibit A and incorporated herein by reference (the "Proposal");

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

Section 1. Extension of Term. The maturity date of the Note shall be extended from August 6, 2020 to August 8, 2022.

Section 2. Changes to Interest Rates. Pursuant to the Proposal, this ordinance shall amend Ordinance No. 18-011, as appropriate, to change the interest rates on the Note. Effective on August 6, 2020, the following defined terms in Ordinance No. 18-011 shall be amended as follows and the rates of interest on the Note shall be calculated as follows:

“*Tax-Exempt LIBOR Daily Floating Rate Option*” means a rate per year equal to 80% of the LIBOR Daily Floating Rate, plus 1.20%.

“*Tax-Exempt LIBOR Fixed Rate Option*” means a rate per year equal to 80% of the LIBOR Fixed Rate, plus 1.20%. All draws made at the Tax-Exempt LIBOR Fixed Rate Option must be in a minimum amount of \$250,000 and must have an interest rate period of one, two, three or six months; and no more than three draws bearing interest at either the Tax-Exempt LIBOR Fixed Rate Option or Taxable LIBOR Fixed Rate Option may be outstanding at any one time.

“*Taxable LIBOR Daily Floating Rate Option*” means a rate per year equal to the LIBOR Daily Floating Rate plus 1.50%.

“*Taxable LIBOR Fixed Rate Option*” means a rate per year equal to the LIBOR Fixed Rate plus 1.50%. All draws made at the Taxable LIBOR Fixed Rate Option must be in a minimum amount of \$250,000 and must have an interest rate period of one, two, three or six months; and no more than three draws bearing interest at either the Tax-Exempt LIBOR Fixed Rate Option or Taxable LIBOR Fixed Rate Option may be outstanding at any one time.

The above rate options are subject to a LIBOR Daily Floating Rate or LIBOR Fixed Rate floor of 0.75%.

If the LIBOR rate for any of the above rate options is not available at such time for any reason, then the rate for that interest period will be determined by such alternative method as reasonably selected by the Bank. The Bank shall provide the City prompt notice if the rate is unavailable and of the new rate.

Section 3. Changes to Fees. Effective on August 6, 2020, the fee for the unused portion of the Bank’s commitment described in Ordinance No. 2706 shall be amended to equal 0.65% per annum and calculated on the difference between \$7,000,000 and the average Outstanding Principal Balance of the Note for the preceding quarterly period, beginning on August 6, 2020, on the basis of actual number days elapsed in a 360-day year.

Section 4. Update to Covenants. Pursuant to the Proposal, this ordinance shall amend Ordinance No. 2706, as appropriate, to add as Section 10(d) to the “Reporting Requirements; Covenants” section as follows:

(d) USA Patriot Act. The Bank hereby notifies the City that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Act”), it is required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Bank to identify the City in accordance with the Act. The City shall, within a reasonable time period following a written request by the Bank, provide all documentation and other information that the Bank reasonably requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Act.

The City will not request a Loan, and the City shall not use, the proceeds of any Request for Draw (i) in violation of any anti-corruption laws or (ii) in any manner that would result in the violation of any anti-corruption sanctions applicable the City.

The representations made in Section 10(c) of Ordinance No. 2706 remain true and correct as of the date of this ordinance.

Section 5. Pursuant to the Proposal, this ordinance shall amend Ordinance No. 2706, as appropriate, to add Section 18 thereto as follows:

Section 18. QFC Provisions. To the extent that this ordinance provides support, through a guarantee or otherwise, for any agreement or instrument that is a QFC (such support, “QFC Credit Support,” and each such QFC, a “Supported QFC”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “U.S. Special Resolution Regimes”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that this ordinance and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) *Acknowledgment Regarding Supported QFCs.* In the event a Covered Entity that is party to a Supported QFC (each, a “Covered Party”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this ordinance that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and this ordinance were governed by the laws of the United States or a state of the United States.

(b) *Limitation on the Exercise of Certain Rights Related to Affiliate Insolvency Proceedings with Respect to Any Supported QFCs.* Notwithstanding anything to the contrary in this ordinance or any other agreement, but without prejudice to the requirements of the preceding paragraph (a), Default Rights under this ordinance that might otherwise apply to a Supported QFC or any QFC Credit

Support may not be exercised against a Covered Party if such Default Rights are related, directly or indirectly, to a BHC Act Affiliate of such Covered Party becoming subject to Insolvency Proceedings, except to the extent such exercise would be permitted under 12 C.F.R. § 252.84, 12 C.F.R. § 47.5, or 12 C.F.R. § 382.4, as applicable. After a BHC Act Affiliate of a Covered Party has become subject to Insolvency Proceedings, if any party to this ordinance, any Supported QFC or any QFC Credit Support seeks to exercise any Default Right against such Covered Party with respect to such Supported QFC or such QFC Credit Support, the party seeking to exercise such Default Right shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted hereunder.

For purposes of the above section, the following terms have the following definitions:

“*BHC Act Affiliate*” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“*Covered Entity*” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“*Default Right*” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“*Insolvency Proceeding*” means a receivership, insolvency, liquidation, resolution, or similar proceeding.

“*QFC*” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).”

All other provisions of Ordinance Nos. 2706, 16-013 and 18-011 shall remain unchanged.

Section 6. Expenses. In addition to the change to the fees related to the unused portion of the Bank’s commitment described in Section 3, the City shall pay (a) the Bank a renewal fee of \$7,000 in connection with the extension of the Note, and (b) reimburse the Bank for its legal fees in the amount of not to exceed \$5,000.

Section 7. General Authorization and Ratification. The Mayor, City Administrator, Finance Director and other appropriate officers of the City are authorized to take any action necessary to implement this ordinance and the terms of the Proposal.

Section 8. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Camas, Washington, at an open public meeting thereof, this 20th day of July, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Bond Counsel

**EXHIBIT A**  
**Bank Term Sheet Proposal**



## CERTIFICATION

I, the undersigned, City Clerk of the City of Camas, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. \_\_\_\_\_ (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on July 20, 2020, as that ordinance appears on the minute book of the City.

2. That in accordance with Proclamation 20-28 made by the Governor of the State of Washington on March 24, 2020, as extended, and acts of the legislative leadership of the State of Washington, (a) such meeting was not conducted in person, and (b) one or more options were provided for the public to attend the such meeting remotely, including by telephone access, which mean(s) of access provided the ability for all persons attending the meeting remotely to hear each other at the same time; and

3. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date is expected to be \_\_\_\_\_, 2020.

4. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

5. That all other requirements and proceedings incident to the proper adoption of the Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this Certificate.

Dated: July 20, 2020.

CITY OF CAMAS, WASHINGTON

\_\_\_\_\_  
City Clerk

# Memorandum

**To:** Cathy Huber Nickerson, Finance Director, City of Camas, Washington

**From:** Scott Nash, Stephanie Warner and Julie Elliott, Bank of America, N.A.

**Date:** June 12, 2020

**Subject:** Bank of America Amendment and Extension offer for the Limited Tax General Obligation Bond Anticipation Note, 2014

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Bank of America, N.A. ("Bank") is providing herewith our extension and amendment offer to the City of Camas, Washington ("City") Limited Tax General Obligation Bond Anticipation Note, 2014 via an amendment. The amendment will need to close or the balance of draws need to be repaid and the BAN canceled on or before August 6, 2020.

We have internal approval to offer the City the following:

- **Credit Facility:** Extension of the 2014 Limited Tax General Obligation Bond Anticipation Note in the amount of \$7,000,000 dated August 6, 2014 (the "Facility")
- **Purpose:** Proceeds of the Facility shall be used for capital expenditures. The City will indicate to the Bank whether each draw is taxable or tax-exempt.
- **Pricing/Fees:**
  - Tax-Exempt LIBOR Daily Floating Rate Option: 80% of the Daily Floating Rate, plus 1.20%
  - Tax-Exempt LIBOR Fixed Rate: 80% of LIBOR Fixed Rate, plus 1.20%
  - Taxable LIBOR Daily Floating Rate Option: LIBOR Daily Floating Rate, plus 1.50%
  - Taxable LIBOR Fixed Rate Option: LIBOR Fixed Rate plus 1.50%
  - Minimum LIBOR Daily or Fixed Rate (Floor): .75%
  - Unused commitment fee: .65%
  - Bank Renewal Fee: \$7,000 payable at closing, or soon thereafter, assuming extension in the form of an amendment.
- **Preliminary Credit Approval:** We have preliminary credit approval for this extension, pending final documentation. (See "Credit Approval", below)
- **Documentation:** We anticipate that the proposed extension will be executed via an amendment to existing documentation and drafted by Bond Counsel
- **Legal Opinion:** City to provide a legal opinion of nationally recognized bond counsel, in form and substance acceptable to Bank and its legal counsel, that the resolution and all documents related to renewal of the Facility have been properly adopted, authorized and executed.
- **Document changes to include:**
  - **Expiration/Maturity Date of 2020 Extension:** 8/8/2022
  - **Facility Minimum Amount:** \$5,000,000
  - **Certain regulatory / legal updates:** including: OFAC, USA PATRIOT Act, QFC Stay Protocol
  - **LIBOR Replacement Index/indices:** the Bank, in its absolute discretion, to provide: Replacement LIBOR index, updated interest rate spreads thereto and the timing of the change to the new index thereof. Such replacement index shall be applied in a manner as reasonably determined by the Bank.

- **Note:** *SIFMA replacement language (to be activated in the future) can be included in the Amendment for tax-exempt draws, subject to higher bank renewal fee and bank counsel fee. Alternatively, the LIBOR index can be removed now and replaced with SIFMA as part of the amendment for the tax-exempt draws, subject to a higher bank counsel fee.*
- **Expenses:** City will pay all costs and expenses associated with the preparation, due diligence, administration and enforcement of all documentation executed in connection with the renewal of the Facility, including the Bank's attorney's fees, the Bank Renewal Fee and all City expenses.
  - **Bank counsel fees** (Nixon Peabody – Rudy Salo) for such amendments is \$5,000. To the extent that Bond Counsel may prefer to take the approach of executing a new credit agreement (rather than amendments), then bank counsel Fees will increase. Bank Counsel fees are due at closing, or soon thereafter.

**Acceptance:** To enable the Bank to engage legal counsel and to move forward with the above amendments, City Staff shall agree to recommend to the City Council before July 30, 2020 that the Bank provide the above amendments, pursuant to the terms and conditions stated herein. Please evidence your agreement with the foregoing sentence by email to the Bank prior to June 30, 2020. After June 30, 2020, the terms and conditions presented in this offer shall automatically expire.

**Confidentiality:** This Amendment and Extension offer contains terms and pricing information. It is the expectation of the Bank that until the Amendment is finalized, that this information will not be disclosed in whole or in part to any person, other than to your accountants, attorneys and professional advisors retained by you in connection with the Facility, without our prior written consent.

**Credit Approval:** This offer is intended only as an outline of certain of the material terms of the transaction and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in definitive documentation for the transaction contemplated hereby. This offer is not a commitment. It represents a willingness on the part of the Bank to seek approval to provide the commitment indicated herein and consummate a transaction based upon the terms and conditions outlined in this offer and is subject to: Final credit approval, absence of any material adverse change in the financial condition, operations or prospects of the City, or in any law, rule or regulation (or their interpretation or administration), that, in each case, may adversely affect the consummation of the transaction, to be determined in the sole discretion of Bank, such additional due diligence as the Bank may require, and agreement as to all final terms and conditions and satisfactory documentation thereof (including satisfactory legal opinions)

**No Fiduciary or Advisory Role:** The City acknowledges and agrees that: (i) the transaction contemplated herein is an arm's length, commercial transaction between the City and the Bank in which the Bank is acting solely as a principal and for its own interest; (ii) the Bank is not acting as a municipal advisor or financial advisor to the City; (iii) the Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank has provided other services or is currently providing other services to the City on other matters); (iv) the only obligations the Bank has to the City with respect to the transaction contemplated hereby expressly are set forth in this Extension Amendment Offer; and (v) the Bank is not recommending that the City take an action with respect to the transaction contemplated by this Extension Amendment Offer, and before taking any action with respect to the contemplated transaction, the City should discuss the information contained herein with its own legal, accounting, tax, financial and other advisors, as it deems appropriate. If the City would like a municipal advisor in this transaction that has legal fiduciary duties to the City respectively, the City is free to engage a municipal advisor to serve in that capacity. This Amendment and extension offer is provided to the City pursuant to and in reliance upon the "bank exemption" provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq.

We appreciate the opportunity to present preliminary terms to you on behalf of the City. If you desire any additional information or have any questions, please do not hesitate to call Scott Nash at (415) 436-4379, Stephanie Warner at (206) 358-8305 or Julie Elliott at (206) 358-0806.



## Staff Report – Meeting Item

Recycling and Yard Debris Contract  
Presenter: Sam Adams, Utilities Manager

Phone	Email
360.817.7003	sadams@cityofcamas.us

**INTRODUCTION/PURPOSE/SUMMARY:** The City had worked with Waste Connections Inc. (WCI) last year on a new Recycling and Yard Debris contract. The contract had expired in July of 2019, but through a mutual agreement was extended through the end of 2019 while we worked on some revised language. Staff presented the draft Final Contract on December 16, 2019 to Council. In general, Council had some minor comments but no changes were made to the contract based on those comments. The intent from staff was to place it on the January 6, 2020 consent agenda for approval and signature by the Mayor however this did not happen. WCI has been working since January 2020 as if the contract had been approved. Below are some of the key highlights of the new contract that were present back in December.

Some of the key changes are:

- WCI will be purchasing Recycling containers and not the City. The City had been purchasing containers for WCI with Solid Waste rates paying for the containers. WCI will increase Recycling rates by \$0.30 per month to fund Recycling containers.
- The annual CPI adjustment for WCI has been changed to the Urban Wage Earners/Clerical Workers (CPI-W). This matches our Finance Departments method for annual CPI adjustment. This will be calculated in August so any WCI rate changes can be adopted by Council prior to the end of the year. Previously, Recycling and Yard Debris rates were adjusted in April of the following year.
- Language has been added for the potential collection of food waste (organics) in the future.
- Some additional clarification to Holiday and Inclement Weather language.
- Added City Hall Annex and future City buildings to free collection by WCI

**BUDGET IMPACT:** \$0.30 rate increase to Recycling rates for container costs plus \$0.12 and \$0.05 for 2020 CPI and wage adjustments respectively.

**RECOMMENDATION/RECOMMENDED ACTION/ACTION REQUESTED:** Staff recommends the City Council approve the contract for Recycling and Yard Debris between the City of Camas and Waste Connections Inc.

**COMPREHENSIVE MULTIFAMILY AND SINGLE FAMILY  
RECYCLABLES AND YARD WASTE COLLECTION CONTRACT**

By and Between  
The City of Camas, Washington  
and  
Waste Connections of Washington, Inc.

January 1, 2020

## CONTRACT

This Contract is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, effective the 1st day of January 2020, by and between the City of Camas, a municipal corporation (hereafter, "City"), and Waste Connections of Washington, Inc., a Washington corporation (hereafter, "Contractor").

## RECITALS

WHEREAS, the City and the Contractor desire to enter into this Contract to provide one comprehensive agreement for the collection of recyclable solid waste material generated within the City of Camas and rescind all previously executed agreements and addenda; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein contained, the City and the Contractor do hereby agree as follows:

## DEFINITIONS

The following terms shall have the following meanings unless the context otherwise specifies or requires:

**City:** The City of Camas, Clark County, Washington.

**Contract:** This Comprehensive Multifamily and Single Family Recyclables, and Yard Waste Collection Contract By and Between the City and the Contractor and any amendments, modifications or supplements hereto.

**Contractor:** Waste Connections of Washington, Inc.

**Contractor's Inventory:** The equipment used by the Contractor to perform this Contract. The Contractor's inventory shall include but not be limited to collection and utility vehicles, Receptacles, and Carts as described in or required under this Contract.

**County:** Clark County, Washington.

**Curb or Curbside:** A location on a property, within five feet of the edge of a Public Street that does not block sidewalks, driveways or on-street parking. If extraordinary circumstances preclude placement of a Receptacle at such a location, Curbside shall be considered the same location where solid waste is collected by the City.

**Mixed Paper:** Magazines, junk mail, phone books, bond or ledger grade, cardboard and paper board packaging and other fiber-based materials meeting industry standards. Tissue paper, paper towels, frozen food containers, milk cartons, or paper packaging combined with plastic wax or foil are excluded from the definition of mixed paper.

**Multifamily Residence:** A multiple-unit Residence with five or more attached units or any Residence with two or more units that has consolidated collection services and billing.

**Private Drive:** A privately owned or maintained way serving fewer than four Residences or serving less than one Residence for every 100 yards in length.

**Private Road:** A privately owned and maintained way that allows for access by a service truck and which serves four or more Residences.

**Public Street:** Any public way used by the public for travel, including alleys.

**Receptacle:** A Recycling Container, Yard Waste Container, or other container used to contain Recyclables.

**Recyclables:** Aluminum cans; glass containers; high density polyethylene bottles, mixed paper, newspaper, polyethylene terephthalate bottles; plastic tubs, buckets (5-gallons or less), nursery pots; polycoated cartons; scrap metals; tin; and such other materials that the City and the Contractor mutually determine to be recyclable; provided, however, that a viable secondary market for such additional material is identified and is practicable for the Contractor's existing operations.

**Recycle/Glass Bins:** A City owned and provided container suitable for household collection, storage, and Curbside placement of source separated glass.

**"Recycling" Cart:** 35, 65 or 95 gallon (or approved equivalent size) plastic Receptacles for Recyclables on wheels with handles and a tight-fitting cover, capable of being mechanically unloaded into collection vehicles operated by the Contractor in accordance with this Contract and which is less than one cubic yard in capacity. Cart weights shall not exceed 65 pounds per 35 gallons of nominal capacity (e.g., a 65-gallon Cart would have a weight limit of 120 pounds).

**Scrap Metals:** Ferrous and Non-ferrous metals not to exceed two (2) feet in any direction and 35 pounds in weight per piece.

**Single-Family Residence:** All one-unit houses, as well as duplexes, triplexes, four-plexes or mobile homes with individual collection and billing located on a Public Street, Private Drive or Private Road. Single-Family Residences located in an area that the City determines does not allow safe access, turn-around, or clearance for collection vehicles or on a Private Drive will be deemed to be Single-Family Residences if materials are set out adjacent to a Public Street or a Private Road.

**Solid waste:** All putrescible and non-putrescible solid and semi-solid wastes including but not limited to garbage, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, abandoned vehicles and parts thereof, and Recyclables.

**Yard Waste:** Leaves, grass, and clipping of woody and fleshy plants up to two (2) inches in diameter and three (3) feet in length collected in 96 gallon carts (or approved equivalent size).

## 1. Term of Contract/Extensions

The term of the Contract shall commence on January 1, 2020, and expire on December 31, 2029. The Contract may be renewed for up to two (2) successive two (2) year terms. Such renewals shall occur automatically unless either party notifies the other in writing 120 days prior to expiration of the initial or any renewal term of its intent not to renew this Contract. The Contract may also be extended upon the mutual consent of the City and the Contractor for an additional agreed upon term in order to facilitate changes associated with the implementation of new technology not required by the Contract or changes in service level frequency that improve the efficiencies and levels of service provided by the Contractor.

Any amendment to the provisions of this Contract must be mutually agreed upon by the City and the Contractor.

## 2. Scope of Work

### 2.1. General Collection System Requirements

#### 2.1.1. Service Area

The Contract service area will be the corporate limits of Camas, Clark County, Washington, as of January 1, 2020. The Contractor is the exclusive service provider for Multifamily/Single Family Recyclables and Yard Waste collection to the entire City.

##### 2.1.1.1. Recyclable and Yard Waste Service Automatic Service Extension Into Annexed Areas Upon Annexation - No Waiver of Rights by Contractor Under Applicable Law

Upon annexation of previously unincorporated territory by the City, the Contractor will immediately provide Recyclables and Yard Waste collection services to the territory annexed by the City per the rates and service levels specified in this Contract. If suitable equipment is not immediately available to Contractor to provide such services in the annexed territory, it shall be afforded a reasonable time to obtain such which shall generally not be more than 90 days from notification by the City of the annexation. Agreement to incorporate service in the annexed territories by Contractor under the rates and service levels of this Contract shall not imply any waiver of its rights under RCW 35.13.280, 35A.14.900 and/or WAC 480-70-141 regarding cancellation of solid waste certificate authority by municipal annexation.

#### 2.1.2. Unimproved Alleys/Private Roads

The Contractor shall collect Recyclables in alleys and on Private Roads to the extent possible generally consistent with the collection services offered under previous contracts with the City for recycling and subject to limitations set forth herein.

In the event that the Contractor reasonably believes that a Private Road or Drive cannot be safely negotiated or that providing walk-in service is impractical due to distance or unsafe conditions, the Contractor may request that the City evaluate on-site conditions and the Contractor and the City shall determine the best approach for providing safe service to the customer.

#### 2.1.3. Hours/Days of Operation

All Recyclables collection in service areas (including collection from both Single Family Residences and Multifamily Residences) shall be made between the hours of 6:30 a.m. and 6:30 p.m., Monday through Friday, unless the City in writing authorizes a temporary extension of hours or days.

#### 2.1.4. Contractor Performance/Obligations of Subcontractors

The Contractor and its officers, employees, agents and subcontractors shall perform every act or service to be performed under the Contract in a skillful and competent manner in accordance with the recognized standards of the solid waste collection, transportation and recycling industries. All subcontractors, assigns, agents or any other party utilized by the Contractor in performance of rights and obligations hereunder shall be bound by the terms of this Contract.



#### 2.1.5. Holiday Schedules/Coordination

In the event any regular collection day is a legal holiday recognized by the State of Washington, the Contractor may suspend collection for such day, but shall be required to provide collection service within one business day following the holiday on which service was suspended provided the City treats such alternate day as a work day or unless coordinated with the City Public Works Director. To be clear, Contractor may suspend collection services on New Year's Day, Thanksgiving Day, and Christmas Day. Additionally, services scheduled on the Friday after Thanksgiving may be provided on the next Saturday instead.

#### 2.1.6. Inclement Weather

When weather conditions are such that the Contractor's collection of Recyclables would result in danger to the Contractor's staff, area residents, or property, the Contractor shall collect only in areas that in its reasonable discretion do not pose a danger to life or property. The Contractor, through its Operations Manager, shall notify the City Public Works Director of the areas not served as a result of inclement weather and shall use its best efforts to work with City to notify the public about service suspensions and rescheduling due to inclement weather conditions.

The Contractor shall collect Recyclables from customers whose service was interrupted as soon as weather conditions no longer pose a danger to life or property. Following a service interruption because of inclement weather, the Contractor shall work in coordination with the City and Clark County Public Health to provide safe and efficient collection. For a one-day delay, the Contractor will use good faith efforts to make collections on the next day. For multiple day delays, the Contractor will use good faith efforts collect twice the normal collection amount on the next scheduled service day.

#### 2.1.7. Collection from City Buildings.

The Contractor shall, at no additional cost to the City, provide Recyclables collection service to current City buildings, as reasonably designated by the Public Works Director as follows: Police Station, City Hall, City Hall Annex, Library, Operations Building, Waste Water Treatment Facility, and Fire Station 42. New City buildings will be added upon at least 60 days prior written notice to Contractor.

#### 2.1.8. Collection, Transportation and Spillage

The Contractor shall be responsible for collecting and transporting all Recyclables and Yard Waste tendered by the customer to an authorized transfer station, material recovery facility and yard waste processing facility designated by the Contractor. All such Recyclables and Yard Waste so transported shall be contained so as to prevent spillage or loss of the materials. The Contractor shall be responsible for picking up any materials lost or spilled during the collection and transportation of such materials.

#### 2.1.9. Suspending Collection from Certain Customers

The Contractor shall use commercially reasonable efforts to provide Recyclables collection service to all customers in the applicable service areas. However, upon the City's written approval, the Contractor may deny or discontinue service to a customer if a customer's acts or omissions warrant the denial or discontinuance of service.

### 2.1.10. Same-Day Collection/Co-Collection

Recyclables collection shall occur on the same regularly scheduled day of the week for Single- Family Residential customers for garbage collection. Multi-family Recyclables collection services need not be scheduled on the same day as garbage collection.

#### 2.1.11. Receptacles

##### 2.1.11.1. Single-Family Residential Units

The City has provided Recycling Carts and Glass/Recycling Bins to all Single-Family Residential Units for the collection of Recyclables, as of January 1, 2020. The City has also provided each subscribing Single Family Residential Unit with a City-owned 96-gallon Receptacle (or approved equivalent size) for the disposal of Yard Waste, as of January 1, 2020. All such containers were purchased by the City and remain the property of the City. On and after January 1, 2020, the Contractor shall provide such containers to any new customers and shall replace any such damaged containers. Contractor may charge customers for damages to or destruction of containers caused by the customer's acts or omissions.

##### 2.1.11.2. Multi-Family Residential Units

The Contractor shall be responsible for providing Metal Recycling Receptacles for use at Multi- Family Residential Units. Such Receptacles shall be of sufficient size to provide for the collection of all Recyclables generated at Multi-Family Residential Units, and shall be designed so as to permit source separation of glass from other Recyclables. If carts are the desired receptacle for Multi-family recycling, such carts will be provided by the Contractor and delivered by the contractor.

### 2.1.12. Single Family Residential Recyclables Collection

#### 2.1.12.1. Subject Materials

The defined list of Recyclables shall be collected from all participating Single Family customers.

The Contractor shall collect all Recyclables from Single Family Residences that are prepared as follows and uncontaminated with food or other residues:

Aluminum: All aluminum cans, clean aluminum foil, and clean aluminum pie plates that are placed in the customer's Recycling Cart.

Glass Containers: All brown, green or clear jars and bottles that are rinsed and have lids removed and are placed in the customers' glass bin.

Cardboard: All corrugated cardboard that is flattened and placed in customer's Recycling Cart. Large cardboard should be broken or cut down and placed in Recycling Cart.

Miscellaneous:	Used motor oil and antifreeze in sealed clear plastic jugs. Household batteries in a sealed plastic bag and placed on top of the cart.
Mixed Paper:	All Mixed Paper that is placed loosely in Recycling Cart. Shredded paper must be separately contained in a paper bag or cardboard box and placed in cart.
Newspaper:	All newspaper and advertising supplements that are delivered with newspapers that are placed loosely in the Recycling Cart.
PET and HDPE Bottles and Jugs:	PET and HDPE bottles, jugs, nursery pots, buckets (5-gallons or less) and tubs that are placed in the customer's Recycling Cart. Other plastics and automotive product containers and lids are excluded (not accepted).
Polycoated Cartons and Boxes:	All plastic-coated cartons and boxes that are flattened and placed in the customer's Recycling Cart.
Scrap Metals:	Ferrous and Non-ferrous metals not to exceed two (2) feet in any direction and 35 pounds in weight per piece.
Tin Cans:	All food and beverage cans with labels removed that are placed in the commingled Recycling Cart.

Recycling Carts shall be placed at the Curbside for each residential unit. The Contractor may decline to collect any containers not so placed, or any glass recyclables not properly source separated.

No limits shall be placed on set-out volumes, except in the case when extremely large quantities of commercially-generated materials are consistently set out at a Single Family Residence. In this case, the Contractor shall request the resident to use commercial recycling services and to discontinue setting out excess volumes. If the resident continues to set out commercial quantities of Recyclables, the Contractor shall notify the City for further action. In the event that large quantities of residentially-generated cardboard (e.g. moving boxes) are set out for collection, the Contractor may collect the excess materials the following day in a separate truck, provided that clear notification of the collection delay is provided to the customer.

### 2.1.13. Multi-family Recyclables Collection

#### 2.1.13.1. Subject Materials

The defined list of Recyclables shall be collected from all participating Multi-family customers. The Contractor shall collect all Recyclables from Multi-family residences that are prepared in a manner similar to that described for Single Family Residential Recyclables in Section 2.1.13.

#### 2.1.13.2. Specific Collection Requirements

Multifamily Recyclables collection shall occur weekly during the hours and days specified for Residential collection. Collections shall be made on a regular schedule on the same day to minimize customer confusion. Containers shall be replaced in the same location after emptying.

#### 2.1.14. Recyclables

The definition of “Recyclables” and list of Recyclables herein may be modified by Contractor to remove items when a viable secondary market for such items is no longer available or practicable for the Contractor’s existing operations.

#### 2.1.15. Yard Waste Collection

The Contractor shall provide Yard Waste collection services every other week throughout the year (subject to inclement weather) according to its schedule for Single Family Residential Recyclables Collection. Yard Waste collection and rates are described in Exhibit A.

If the City and Contractor desire to replace the Yard Waste services with the collection of organics, Contractor and the City will negotiate in good faith about doing so. If the City and the Contractor reach mutually agreeable terms, Contractor and the City will sign a mutually agreeable amendment.

#### 2.1.16. Excluded Waste

Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations (“Excluded Waste”); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the City and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.

### 2.2. Customer Service

#### 2.2.1.Promotion

Contractor shall, in conjunction with the City or County in a form acceptable to the City, prepare and present a promotional program and materials designed to educate Recyclables and Yard Waste collection customers with and about the recycling program annually to encourage participation. Contractor shall annually distribute a calendar highlighting the schedule of yard waste collection.

#### 2.2.2.Office

The Contractor shall maintain an office where the Contractor can be contacted by persons seeking information concerning Recyclables and Yard Waste collection services. Such office shall be equipped with a telephone having a local number, and shall be open from 8:00 a.m. to 5:00 p.m. Monday through Friday, except for the holidays described herein.

### 2.2.3. Non-Discrimination

The Contractor shall not discriminate against any person because of race, sex, age, sexual orientation, creed, color, religion or national origin.

### 2.2.4. Complaints

All complaints shall be directed to the Contractor and shall be given prompt and courteous attention. In the event of missed collections, the Contractor shall promptly investigate such complaints, and if verified, shall arrange for collection within one business day of the time the complaint was received. Upon notice from the City, Contractor shall respond within one business day to complaints regarding leakage and spillage from equipment to the reasonable satisfaction of the City Public Works Director.

### 2.3. Reporting

The Contractor shall submit to the City each month in writing a report of its operations for the prior month. Such report shall contain the following information:

The number of residential units which participated in Recyclables collection.

The weights and/or volumes by material of all Recyclables collected.

Any other information reasonably related to the recycling program as the City may request from time to time.

### 2.4. Field Monitoring

The City may periodically monitor collection system parameters such as participation, Receptacle condition, content weights, waste composition, and customer satisfaction. The Contractor shall assist the City by coordinating the Contractor's operations with the City's field monitoring to minimize inconvenience to customers, the City, and the Contractor.

### 2.5. Transition to Next Contractor

The Contractor shall work with the City and subsequent solid waste contractors in good faith to ensure a minimum of customer disruption during the transition period. Residential Receptacle removal and replacement shall be coordinated between the Contractor and subsequent contractors to occur simultaneously to minimize customer inconvenience.

## 3. Compensation

### 3.1. Mandatory Service Ordinance

The City has previously adopted an ordinance providing for a mandatory program of curbside recycling whereby all residents shall be charged for the collection of Recyclables at rates to be specified in such ordinance and/or as from time to time amended as set forth in the rates in Exhibit A which by this reference is incorporated herein. Such ordinance shall further provide for the Contractor to purchase containers designed for Recyclables and Yard Waste and for the distribution of such containers to all residents in the Contractor service area under this Agreement. Enactment of this ordinance shall be consistent with the comprehensive solid waste management plan of Clark County.

### 3.2. Billing

The City shall, consistent with its current practices for solid waste collection services, impose and collect a charge from all residential units within the service area for the collection of Recyclables which shall be remitted to the Contractor.

The Contractor shall bill customers directly for fees associated with collection of Yard Waste.

### 3.3. Compensation to the Contractor

As payment for the services to be provided as set forth herein, the Contractor shall be paid at the rates set forth in Exhibit A. Within ten (10) days following the first City Council meeting of each month, the City shall remit to Contractor payment for services rendered the preceding month.

### 3.4. Yard Waste Fees

Yard Waste fees will be reviewed on an annual basis and adjustments to the Contractor's Yard Waste fees shall be made according to changes in Yard Waste facility tipping fees, changes in labor costs, and changes in program collection specifications. Yard Waste collection services and rates shall be billed by Contractor as described in Exhibit A.

### 3.5. Compensation for Additional Services

The Contractor and City may mutually agree in writing to have the Contractor provide new or other services. The Contractor may be compensated for additional services by the City if the Contractor and City agree to the services in writing prior to the services being performed. The City and the Contractor shall have the option of adding rates for new services, or to accommodate unforeseen circumstances. The Contractor shall supply an adjusted rates schedule to the City 120 days before new rates are to be effective.

### 3.6. Rates/Rate Adjustments

The Contractor's current charges for collection, transportation and disposal services shall be those established in Exhibit A and by this reference incorporated herein.

#### 3.6.1. Changes in Processing/Disposal Fees

Exhibit A shall be periodically amended to reflect these rates and shall also reflect increases or decreases in processing or disposal fees which the Contractor is hereby authorized to pass through. The rates set forth in Exhibit A shall be further subject to an annual cost of living adjustment and for fuel as follows:

##### 3.6.1.1. Successive Rate Changes for Cost of Living Adjustments

On January 1, 2021, and every January 1st thereafter, the Contractor shall be permitted to adjust the rates set forth in Exhibit A as follows: the change in the Consumer Price Index CPI based on the annual change in August of the Consumer Price Index ("CPI") for the Urban Wage Earners and Clerical Workers (CPI-W).

### 3.6.1.2. Other Adjustments/Changes in Law

In addition to any disposal/processing fee adjustment, the Contractor shall also be permitted to pass through rate adjustments for any changes in local, state or federal laws which increase the cost of providing services pursuant to this Contract. After documentation of the impact of such changes, upon Contractor's costs of providing service in the City, the City shall review the proposed rate changes and shall not unreasonably withhold approval of pass through due to changes in local, state or federal law.

## 4. General Terms

### 4.1. Collection Rights

The City hereby grants the exclusive right and privilege to Contractor to collect residential Recyclables and Yard Waste within the City. The City may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to the Agreement.

Ownership of Recyclables collected under this Contract shall vest in the Contractor once the Recyclables are placed in Receptacles for the Contractor to collect.

### 4.2. Access to Records

The Contractor shall maintain in its local office full and complete operations and customer service records. The City shall be allowed access to these records for audit and review purposes upon 24-hour advance written notice. The provisions of this section shall survive the expiration or earlier termination of the Contract.

### 4.3. Contractor to Make Examinations

The Contractor has made its own examination, investigation and research regarding the proper method of doing the work required under this Contract; all conditions affecting the work to be done; the labor, equipment and materials needed thereon; and the quantity of the work to be performed.

### 4.4. Insurance

#### 4.4.1. General Requirements

Subsequent to the award but prior to the execution of this Contract, the Contractor at its own expense shall obtain and file with the City a Certificate of Insurance evidencing general comprehensive liability insurance coverage (including all of the coverages set forth below). This Certificate of Insurance shall be subject to approval by the City's Risk Manager as to company, terms and coverages. All insurance shall be written on an occurrence basis.

Such liability insurance must specifically name the City as an additional insured thereunder and must fully protect the City from any and all claims and risks and losses in connection with any activities or omissions by the Contractor by virtue of this Contract.

Such liability insurance must be maintained in full force and effect at the Contractor's sole expense for liability for property damage or personal injury that may occur in connection with activities or omissions by the Contractor by virtue of this Contract. The City shall be given 30 calendar days' prior written notice, by certified mail, of any cancellation, lapse, reduction or modification of such insurance. The requirements of this section may be satisfied by self-insurance.

#### 4.4.2.Coverages

Said insurance policy and/or endorsements thereto, as evidenced by the Certificate of Insurance, must provide a minimum of \$2,000,000 in coverage and limits and contain the following provisions:

- Bodily Injury
- Employees as Additional Insured
- Premises/Operations Liability (M&C)
- Owners and Contractors Protective Liability
- Products and Completed Operations Liability
- Blanket Contractual Liability
- Broad Form Property Damage Liability (including completed operations)
- Personal Injury (with no employee exclusion)
- Automobile Liability (including coverage for owned, non-owned, leased or hired vehicles)
- Explosion, Collapse, Underground Damage (referred to as "X.C.U.")

At the end of the initial term set forth in section 1, Contractor and the City shall review the coverage types and policy minimums provided above to determine their continuing efficacy and reasonableness.

#### 4.5. Indemnification

##### 4.5.1.Indemnification

Contractor shall indemnify and hold harmless City, its officers, agents, employees, servants and elected officials, from and against all claims, demands, suits, causes of action, costs, damages, and expenses, including attorney's fees, to the extent arising out of any willful misconduct or negligent act or omission in the performance of the terms and conditions of this contract by Contractor, its agents, employees, servants, officers, and subcontractors; provided, however, that the obligations of Contractor in this Section 4.5.1 shall not apply to the extent that any such claim, demand, suit, cause of action, cost, damage or expense (including attorney's fees) arise out of or are connected in any way with any willful or negligent act or omission in the performance of the terms and conditions of this Contract by City, its officers, agents, employees, servants, and elected officials or other parties not affiliated with Contractor.

Contractor further agrees to indemnify and hold harmless City, its officers, agents, employees, servants, and elected officials, from and against all claims, demands, suits, causes of action, costs, damages and expenses including attorney's fees, from claims or suits brought by Contractor's own employees, agents, servants and subcontractors against the City, and for that purpose Contractor specifically waives any immunity under the Worker's Compensation Act (RCW Title 51) but only to the extent necessary to implement its agreement to indemnify and defend the City under this section.

Contractor's obligation to indemnify and hold City harmless as set forth in this section shall include all claims alleged, regardless of whether such claims are false or groundless.



Contractor's obligation to indemnify and hold City harmless as set forth herein shall further include the obligation to provide defense on behalf of the City in any suit or action, and to retain such attorney or attorneys as are reasonably acceptable to City to defend such suits or actions.

#### 4.5.2. Notice to the Contractor; Defense

In the event an action is brought against the City for which indemnity may be sought against the Contractor, the City shall promptly notify the Contractor in writing. The Contractor shall have the right to assume the investigation and defense, including the employment of counsel and the payment of all expenses. The City shall fully cooperate with the Contractor in its defense of the City, including consenting to all reasonable affirmative defenses and counterclaims asserted on behalf of the City. The City may employ separate counsel and participate in the investigation and defense, but the City shall pay the fees and costs of that counsel. The Contractor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this section, and if the City employs separate counsel, the City shall assert all defenses and counterclaims reasonably available to it.

#### 4.5.3. Applicability of RCW 4.24.115

If a court of competent jurisdiction determines that the Contract is subject to RCW 4.24.115, the Contractor's liability to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the Contractor and the City shall be limited to the Contractor's negligence.

#### 4.6. Arbitration

The parties agree to resolve any disputes which arise under this Contract by arbitration. Any party seeking to commence arbitration hereunder shall send a written notice to the other party with a demand for arbitration. Such demand may be made at any time after a dispute has arisen up to the time that answers to a complaint have been filed by all necessary parties. All disputes arising under or in any way related to this Contract shall be resolved by arbitration, including but not limited to breach of contract claims or a claim that the arbitration provisions contained herein is inapplicable or unenforceable. Any dispute under this Contract shall be submitted for arbitration to the American Arbitration Association.

The parties may agree to a single arbitrator. If the parties are unable to agree to a single arbitrator within ten (10) business days after a demand for arbitration has been given, each party shall select an independent arbitrator, who shall then select a third arbitrator. If the two chosen arbitrators are unable to agree on the appointment of a third arbitrator, then either party may petition the Superior Court of Clark County for the appointment of a third arbitrator. The arbitration hearing shall be held within a reasonable time after the appointment of all arbitrators at a location to be agreed upon in Clark County, Washington.

A decision of two of the three arbitrators shall be binding on the parties. Judgment on the arbitrators' award may be entered as if after trial, in accordance with Washington State law.

Each party shall be responsible for payment of arbitration expenses incurred by any arbitrator chosen by them and one-half of the expenses incurred by any arbitrator agreed upon by the parties, chosen by the arbitrators, or appointed by the court.

#### 4.7. Prevailing Wages

The Contractor shall pay prevailing wages to all employees where applicable.

#### 4.8. Assignment

The Contractor's rights under this Contract shall not be assigned or transferred to any other party which the City, in good faith, believes lacks the requisite financial and operating capabilities to perform services under this Contract, without the prior written consent of the City which consent shall not be unreasonably withheld.

#### 4.9. Waiver

The failure of either party at any time to require performance by the other of any provisions hereof shall in no way affect the right of that party thereafter to enforce the same. Waiver by a party of any breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any portion itself.

#### 4.10. Laws to Govern

This Contract shall be governed by the laws of the State of Washington as to both interpretation and performance.

#### 4.11. Compliance with Law

The Contractor, its officers, employees, agents and subcontractors shall comply with applicable federal, state, county, regional or local laws, statutes, rules, regulations or ordinances, including those of agencies having jurisdiction over the project, in performing its obligations under the Contract.

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, marital status, sexual orientation, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification.

The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment and recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

#### 4.12. Permits and Licenses

The Contractor and subcontractors shall secure a City business license from the City. The Contractor shall have or shall obtain all permits and licenses necessary to provide the services herein at its sole expense.

#### 4.13. Independent Contractor

The City and the Contractor intend that the Contractor is an independent contractor under the Contract. The provision of services shall lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City.

#### 4.14. Force Majeure

Neither party shall be liable to the other for any delay in, or failure of performance of such obligations hereunder, except as may be specifically provided herein, when performance of such obligations is prevented or delayed by acts of God, fire, explosion, accident, flood, earthquake, epidemic, war, riot, rebellion, injunctions or other circumstance beyond the party's reasonable control.

The party asserting a right to suspend performance under this section must, within a reasonable time after it has knowledge of the cause, notify the other party of the cause for suspension, the performance suspended, and the anticipated duration of suspension. Upon receipt of such notice advising of a material or indefinite suspension of performance, and if such suspension substantially impairs the value of this Contract to it, that party may, within a reasonable time (not to exceed 30 days), terminate this Contract.

The party asserting a right to suspend performance hereunder shall advise the other party when the suspending event has ended and when performance will be resumed.

4.15. Section Headings

Section headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. Section headings do not purport to, and shall not be deemed to, define, limit or extend the scope or content of the clauses to which they pertain.

4.16. Illegal Provisions

If any provision of the Contract shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

4.17. Modification

This Contract and the attachments attached hereto and incorporated herein by this reference represent the entire agreement between the City and the Contractor with respect to the services to be provided under this Contract. No prior written or oral statement or proposal shall alter any term or provision of this Contract. This Contract may be modified or amended only by a written agreement duly executed hereto by authorized representatives of the Contractor and the City.

4.18. Notices

All notices required or contemplated by this Agreement shall be personally served or mailed (postage prepared and return receipt requested), addressed to the parties as follows:

To City: City of Camas  
616 NE 4th Avenue  
Camas, WA 98607

To Contractor: Waste Connections of Washington, Inc.  
Attn: District Manager  
9411 NE 94th Avenue  
Vancouver, WA 98662

And To: Waste Connections  
Attn: Legal Department  
3 Waterway Square Place, Suite 110  
The Woodlands, TX 77380

4.19. Authority of Parties

Prior to or concurrent with the execution of this Contract, both the City and the Contractor shall have been duly authorized by all necessary corporate action to enter into and execute and be bound by the terms and conditions of this Contract.

Executed on the day and year first herein above written:

CITY OF CAMAS

WASTE CONNECTIONS OF WASHINGTON, INC.

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

### Exhibit A

**Co-Mingle Weekly Collection Rate:** \$5.41 per month for 65-gallon container and glass bin serviced weekly. 35 or 95 gallon carts are available as an option.

**Yard Debris Rates for 2009:** \$8.24 per month or \$78.28 per year for 96 gallons (or approved equivalent size) container serviced every-other-week.



## Staff Report – Resolution

Resolution No. 20-007 Authorizing Grant Application  
Presenter: Jerry Acheson, Parks and Recreation Manager

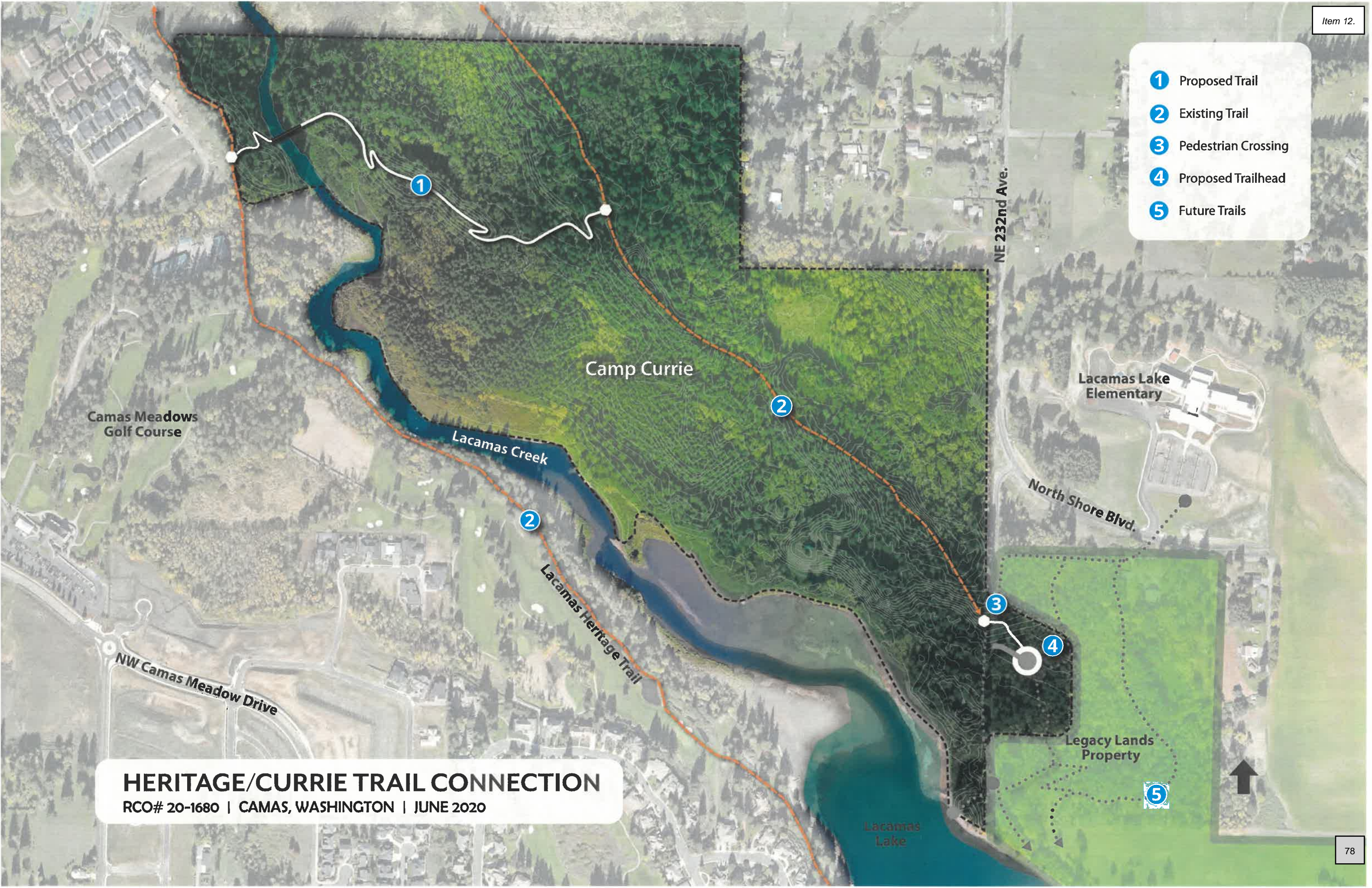
Phone	Email
360.817.7990	Jacheson@cityofcamas.us

**INTRODUCTION/PURPOSE/SUMMARY:** The State Recreation and Conservation Office requires governing bodies of jurisdictions submitting grant applications to approve the attached resolution authorizing the submittal of grant application 20-1680C. If the grant is awarded, Council will be requested to approve a grant agreement in 2021 after adoption of the state budget.

**BACKGROUND:** City of Camas, Clark County and Columbia Land Trust have worked for over twenty years to establish a greenway around Lacamas, Round and Fallen Leaf Lakes and to develop a 7-mile trail loop around the lakes. Almost 900 acres have been acquired and almost 4 miles of trail have been developed to date to realize this vision. The grant, if funded, will enable an additional 1.2-mile trail connection between new city acquisitions along the East side of Lacamas Lake, through the county’s Camp Currie property, across Lacamas Creek and connect with the existing Lacamas Heritage Trail on a 14-acre property that is owned by Columbia Land Trust that will be transferred to county ownership. The grant will also fund construction of a 100-parking space regional trailhead on a 23-acre city property (Buma) immediately across Leadbetter Road/NE 232<sup>nd</sup> Avenue from Camp Currie.

**REQUESTED ACTION:** Approve the resolution authorizing submittal of grant application 20-1680C to the Washington State Recreation and Conservation Office for the development of the Camp Currie to Lacamas Heritage Trail.

- 1 Proposed Trail
- 2 Existing Trail
- 3 Pedestrian Crossing
- 4 Proposed Trailhead
- 5 Future Trails



**HERITAGE/CURRIE TRAIL CONNECTION**  
RCO# 20-1680 | CAMAS, WASHINGTON | JUNE 2020

# Camp Currie to Lacamas Heritage Trail

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RCO Grant Application 20-1680C



## Project Description

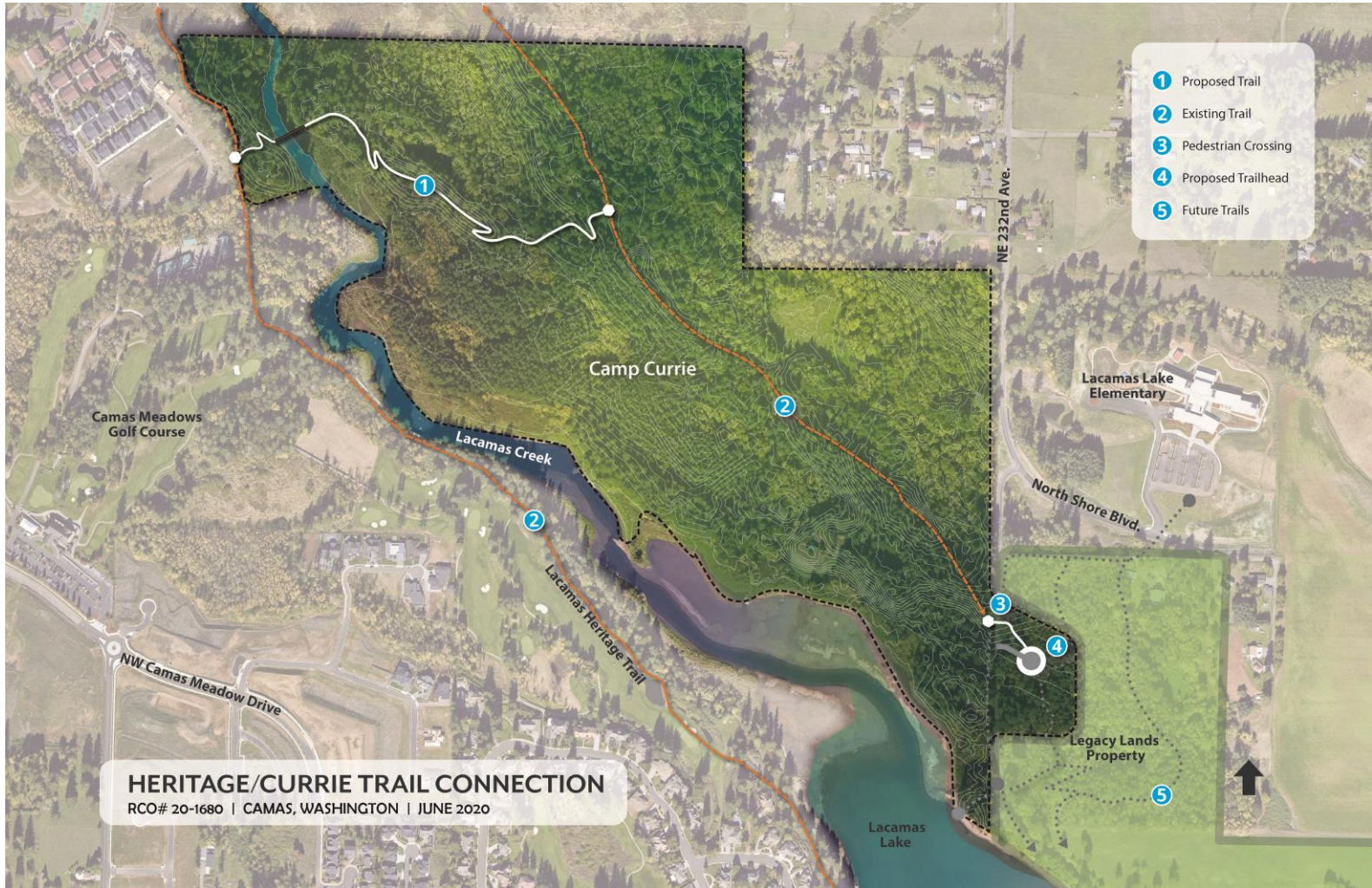
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- **Partnership project with Clark County and Columbia Land Trust**
- **Camas will use the acquisition cost of the 23-acre Buma property as local match. Property will serve as a regional trailhead (100 parking space and restroom)**
- **County acquires 14-acre Columbia Land Trust property to construct a 1.2 mile trail through Camp Currie that connects to Lacamas Heritage Trail**
- **Project completes the northern connection of the Lacamas Lake Loop Trail**
- **Project provide greater public access to Camp Currie and Heritage Trail.**





# Project Design



# Funding

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- **Camas - \$986,746 (cost of prior acquisition)**
- **County Conservation Futures - \$453,268**
- **Columbia Land Trust – Property donation - \$210,000 Value**
- **Recreation and Conservation Office - \$2,440,014**



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION authorizing the Mayor and the Parks and Recreation Manager to act as the authorized representatives on behalf of the City and to legally bind the City with respect to Grant Application 20-1680 through the Washington State Recreation and Conservation Office for which the City seeks grant funding assistance.

WHEREAS, grant assistance is requested by the City to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City has applied for or intends to apply for funding assistance managed by the Office for the above Project.
2. The City authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding the City on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Jerry Acheson, Parks and Recreation Manager
Project contact (day-to-day administering of the grant and communicating with the RCO)	Jerry Acheson, Parks and Recreation Manager
RCO Grant Agreement (Agreement)	Mayor Barry McDonnell
Agreement amendments	Mayor Barry McDonnell
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Mayor Barry McDonnell

The above persons are considered an authorized representative(s) for purposes of the documents indicated. The City shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. The City has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office’s WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our

representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

4. The City acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. The City understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of the City.
7. The City further understands that prior to our authorized representative(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. The City accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. If match is required for the grant, we understand the City must certify the availability of match at least one month before funding approval. In addition, the City understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. The City acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. The City acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by the City and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. The City acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.
12. The City acknowledges that any property owned by the City that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in

perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

- 13. The City acknowledges that any property not owned by the City that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
- 14. This resolution is deemed to be part of the formal grant application to the Office.
- 15. The City warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of the City and applicable laws and policies and that the City has full legal authority to commit the City to the warranties, certifications, promises and obligations set forth herein.

ADOPTED by the Council of the City of Camas and approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2020.

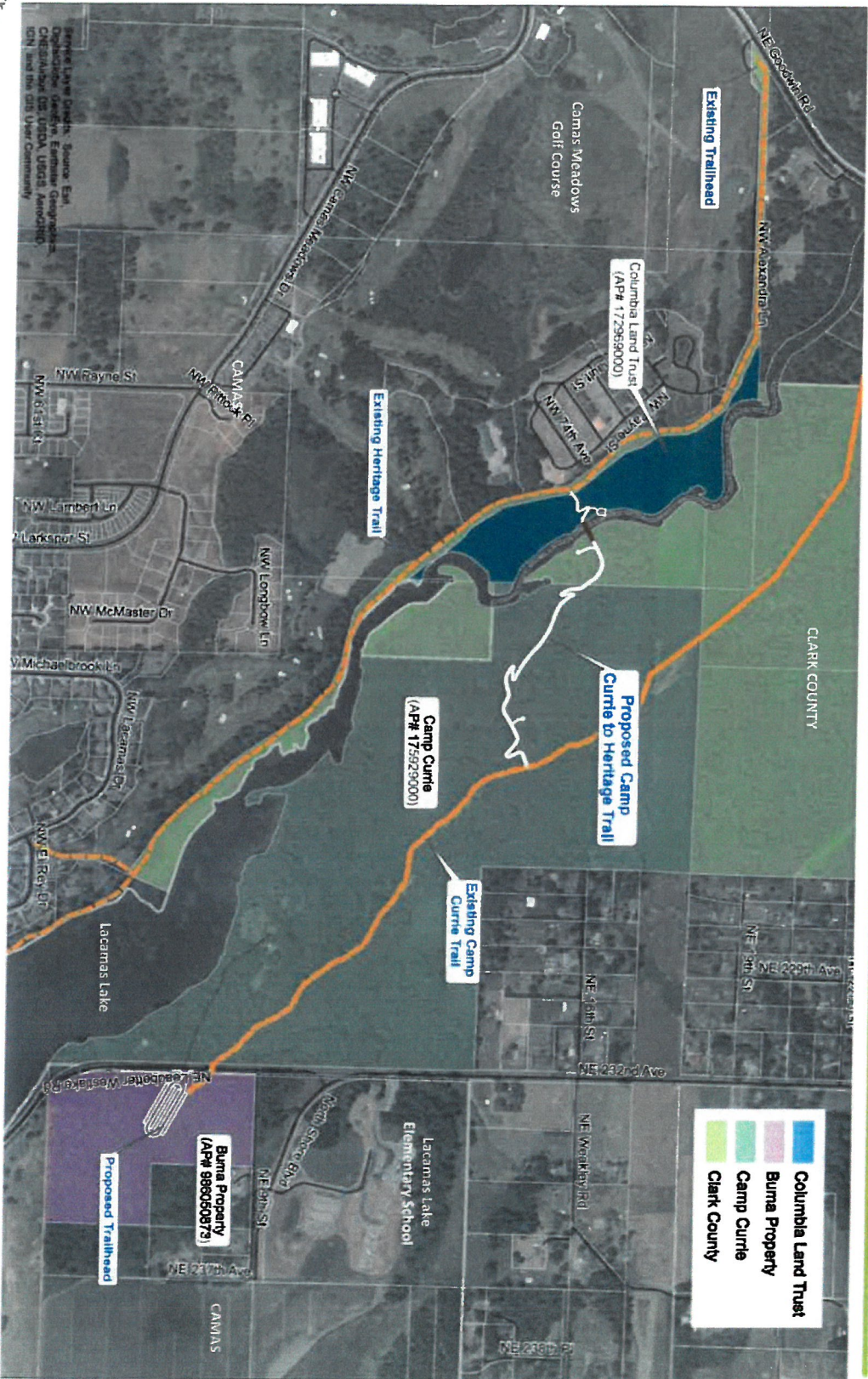
SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

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

# Introduction: Parcel Map





## Staff Report

July 20, 2020 Council Meeting

### NE 3<sup>rd</sup> Avenue Bridge Seismic Retrofit Consideration of Bids

Presenter: James Carothers, Engineering Manager

Phone	Email
360.817.7230	<a href="mailto:jcarothers@cityofcamas.us">jcarothers@cityofcamas.us</a>

#### INTRODUCTION:

The existing 3<sup>rd</sup> Avenue bridge is a two span structure approximately 225 feet long, carrying four lanes of traffic over the Washougal River. The bridge provides a critical link between the Cities of Camas and Washougal.

The City commissioned a seismic evaluation of the structure in 2006 and a supplementary evaluation in 2017. The evaluations concluded that the bridge is seismically deficient and recommended replacement of the bridge bearings and modifications to the end abutments. Staff determined that performing the seismic retrofit work in conjunction with other needed repairs identified in a 2016 WSDOT bridge inspection would be the most cost efficient and expedient way to bring the bridge in compliance with current design standards.

#### SUMMARY:

At the June 29, 2020 bid opening for the project, the City received four bids. All four bids received exceeded the Engineer’s Estimate for the project. The Bid Tabulations are attached for reference.

As noted on the Bid Tabulations, the apparent low bidder, Conway Construction Company (Conway) did not submit with their bid package one document on the required bid submittal list. At the time of the bid opening Conway did not provide a full and complete copy of the Specialty Subcontractor Pre-qualification. The Specialty Subcontractor Pre-qualification was submitted with other supplementary documents the following morning, less than 24 hours after the bid opening.

Secondly, it appears as though Conway changed subcontractors after the bid opening for the Specialty Subcontractor work referenced above. While the listed subcontractor for Conway was Condon-Johnson & Associates, Inc. in the bid package turned in prior to the bid opening (in a different location than the Specialty Subcontractor Pre-qualification), Conway listed PLI Systems, Inc. in the mandatory Specialty

Subcontractor Prequalification form that was submitted the day after the bid opening. In consultation with the City Attorney, this act could be construed as “bid shopping”. Submitting the form after the bids are in creates an unlevelled “playing field” for all bidders, as Conway could have seen the bid numbers and then simply failed to turn in the Form, or otherwise gained an advantage by having the information.

Thirdly, the line item bid totals (bid items 51 and 52) for the Specialty Subcontractor work are markedly different between Conway and the other three bidders. The bid amounts for this work, from overall low to high bidder, is as follows:

- Conway Construction Company: \$104,400
- Stellar J Corporation: \$550,000
- Legacy Contracting, Inc.: \$497,705
- Selby Bridge Company, Inc.: \$470,000

Per the bid specifications for this project, “A proposal may be considered irregular and may be rejected if...Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency” (citing is from Section 1-02.13 Irregular Proposals). The bid from Conway is more than four times less than all of the other bids and appears to be unbalanced.

The City has also received a bid protest from the second lowest bidder, Stellar J Corporation. Reasons stated for the protest are based on the three items mentioned above. Stellar J Corporation submitted a timely and complete bid package in full compliance with all instructions provided in the Bid Documents.

**BUDGET IMPLICATIONS:**

The Engineering Estimate for this construction contract was \$1,731,754.70. Conway’s bid is \$1,963,683.00 and Stellar J’s bid is \$2,140,510.00. While the Federal Grant does not require a local match, there is potentially up to \$400,000 in local funds that may be needed to complete this project due to the bid amounts being higher than the allotted grant amount. While staff is allowed to ask for additional grant funding from WSDOT after the bid award, there is no guarantee that additional grant funding will be received. Local expenditures would likely be taken from REET funds or the General Fund.

**RECOMMENDATION:**

Based on staff discussions with the City attorney and the attached Attorney Memorandum, it is recommended that Council reject the low bid from Conway Construction Company and award the project to Stellar J Corporation. Listed below, however, are three options:



<b>OPTIONS:</b>	<b>RESULTS:</b>
<i>If the Council determines that the omissions were a minor irregularity which may be waived as a reserved right to the City, they can award the bid to Conway Construction Company.</i>	<i>Council waives the minor bid irregularity and awards the bid to Conway Construction Company for the amount of \$1,963,683 and authorizes the Mayor or designee to sign the contract and change orders up to ten percent of the original contract amount, contingent on WSDOT Local Programs concurrence.</i>
<i>If the Council determines that the omissions were a major irregularity, they can reject the apparent low bid and award the bid to Stellar J Corporation.</i>	<i>Council rejects the bid of Conway Construction Company as non-responsive due to a major irregularity and awards the bid to Stellar J Corporation for the amount of \$2,140,510 and authorizes the Mayor or designee to sign the contract and change orders up to ten percent of the original contract amount, contingent on WSDOT Local Programs concurrence.</i>
<i>The Council can reject all bids</i>	<i>Direct staff to rebid the project.</i>



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

James E. Carothers, PE

(email stating reviewed/approved attached to Original)

James E. Carothers, Engineering Manager Date \_\_\_\_\_

Item 13.

PROJECT NO. T1010 DESCRIPTION: NE 3rd Avenue Seismic Retrofit				Engineer's Estimate: \$1,732,000.00		Conway Construction Company 6620 NW Whitney Rd, Suite 100 Vancouver, WA 98665  360.887.3022	
DATE OF BID OPENING: June 29, 2020, at 11:00 a.m.			Ent. By RLS				
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL
1	Construction Surveying	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
2	Project Documentation (minimum bid \$95,000)	LS	1.00	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00
3	SPCC Plan	LS	1.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
4	Minor Change	FA	1.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
5	Mobilization	LS	1.00	\$184,100.00	\$184,100.00	\$230,000.00	\$230,000.00
6	Pedestrian Traffic Control	LS	1.00	\$2,265.00	\$2,265.00	\$2,500.00	\$2,500.00
7	Sequential Arrow Sign	HR	8,640.00	\$6.63	\$57,283.20	\$0.60	\$5,184.00
8	Traffic Control Supervisor	LS	1.00	\$28,160.00	\$28,160.00	\$20,000.00	\$20,000.00
9	Flaggers	HR	160.00	\$64.00	\$10,240.00	\$62.00	\$9,920.00
10	Other Traffic Control Labor	HR	360.00	\$70.00	\$25,200.00	\$70.00	\$25,200.00
11	Other Temporary Traffic Control	LS	1.00	\$7,250.00	\$7,250.00	\$35,000.00	\$35,000.00
12	Portable Changeable Message Signs	HR	8,976.00	\$8.00	\$71,808.00	\$2.00	\$17,952.00
13	Construction Signs Class A	SF	430.00	\$23.00	\$9,890.00	\$20.00	\$8,600.00
14	Construction Staging and Access Plan	LS	1.00	\$2,000.00	\$2,000.00	\$40,000.00	\$40,000.00
15	Clearing and Grubbing	LS	1.00	\$1,500.00	\$1,500.00	\$15,000.00	\$15,000.00
16	Removing Portions of Existing Bridge	LS	1.00	\$50,000.00	\$50,000.00	\$112,330.00	\$112,330.00
17	Structural Excavation Class A Inc. Haul	CY	45.00	\$90.00	\$4,050.00	\$25.00	\$1,125.00
18	Gravel Backfill for Walls	CY	40.00	\$150.00	\$6,000.00	\$75.00	\$3,000.00
19	Shoring or Extra Excavation Class A Incl. Haul	LS	1.00	\$20,300.00	\$20,300.00	\$75,000.00	\$75,000.00
20	Crushed Surfacing Base Course	CY	70.00	\$100.00	\$7,000.00	\$80.00	\$5,600.00
21	Planing Bituminous Pavement	SY	1,230.00	\$10.00	\$12,300.00	\$13.00	\$15,990.00
22	HMA CL. 1/2" PG 64-22	TN	272.00	\$115.00	\$31,280.00	\$200.00	\$54,400.00
23	HMA Sawcut and Seal	LF	176.00	\$30.00	\$5,280.00	\$15.00	\$2,640.00
24	Work Access-for Bridge	LS	1.00	\$75,000.00	\$75,000.00	\$90,000.00	\$90,000.00
25	St. Reinf. Bar for Bridge	LB	12,500.00	\$1.80	\$22,500.00	\$2.75	\$34,375.00
26	Concrete Class 4000	CY	120.00	\$750.00	\$90,000.00	\$1,500.00	\$180,000.00
27	PTFE Bearing - Superstr.	EA	28.00	\$4,000.00	\$112,000.00	\$10,000.00	\$280,000.00
28	Expansion Joint Modification	LS	1.00	\$6,000.00	\$6,000.00	\$50,000.00	\$50,000.00
29	Core Drilled Bridge Deck Drain	EA	4.00	\$500.00	\$2,000.00	\$1,500.00	\$6,000.00
30	Bridge Supported Utilities	LS	1.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
31	Structural Low Alloy Steel	LS	1.00	\$126,000.00	\$126,000.00	\$183,165.00	\$183,165.00
32	Post-Installed Shear Connectors	LS	1.00	\$140,000.00	\$140,000.00	\$30,000.00	\$30,000.00
33	Solid Wall PVC Storm Sewer Pipe 8 Inch Diam.	LF	50.00	\$85.00	\$4,250.00	\$70.00	\$3,500.00
34	Solid Wall PVC Storm Sewer Pipe 12 Inch Diam.	LF	40.00	\$110.00	\$4,400.00	\$110.00	\$4,400.00
35	Ductile Iron Storm Sewer Pipe 8 Inch Diam. (Bridge)	LF	430.00	\$220.00	\$94,600.00	\$130.00	\$55,900.00
36	Connection to Drainage Structure	EA	1.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
37	Storm Manhole 48 In. Diam	EA	1.00	\$5,500.00	\$5,500.00	\$6,000.00	\$6,000.00
38	60" Stormwater Treatment Manhole with 4 Cartridges	LS	1.00	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00
39	Removal and Replacement of Unsuitable Material	CY	10.00	\$50.00	\$500.00	\$110.00	\$1,100.00
40	Trench Safety System (\$1/LF Min. Bid)	LF	178.00	\$2.00	\$356.00	\$6.50	\$1,157.00
41	Ductile Iron Pipe for Water Main 8" Diam.	LF	88.00	\$110.00	\$9,680.00	\$150.00	\$13,200.00
42	Watermain Flexible Expansion Joint Assembly	EA	2.00	\$12,000.00	\$24,000.00	\$12,000.00	\$24,000.00
43	Gate Valve 8 In.	EA	1.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
44	Storm Sewer Cleanout	EA	2.00	\$800.00	\$1,600.00	\$700.00	\$1,400.00
45	ESC Lead	DAY	180.00	\$65.00	\$11,700.00	\$10.00	\$1,800.00
46	Silt Fence	LF	1,000.00	\$8.00	\$8,000.00	\$3.50	\$3,500.00
47	High Visibility Fence	LF	900.00	\$10.00	\$9,000.00	\$2.50	\$2,250.00
48	Seeding, Fertilizing, Mulching	LS	1.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
49	Erosion Control	LS	1.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00
50	Cement Concrete Traffic Curb and Gutter	LF	115.00	\$40.00	\$4,600.00	\$50.00	\$5,750.00
51	Ground Improvement Design and Mobilization	LS	1.00	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00
52	Grout for Ground Improvement	LS	1.00	\$175,875.00	\$175,875.00	\$89,400.00	\$89,400.00
53	Ground Improvement Testing	LS	1.00	\$25,000.00	\$25,000.00	\$7,500.00	\$7,500.00
54	Removing and Resetting Guardrail	LF	110.00	\$45.00	\$4,950.00	\$85.00	\$9,350.00
55	Cement Concrete Sidewalk	SY	70.00	\$110.00	\$7,700.00	\$100.00	\$7,000.00
56	Permanent Signage	LS	1.00	\$2,025.00	\$2,025.00	\$2,500.00	\$2,500.00
57	Plastic Line	LF	1,730.00	\$2.00	\$3,460.00	\$2.00	\$3,460.00
58	Wide Plastic Line	LF	50.00	\$1.40	\$70.00	\$12.00	\$600.00
59	Remove Plastic Line	LF	110.00	\$0.75	\$82.50	\$8.50	\$935.00
60	Temporary Project Sign	LS	1.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00

TOTAL OF ALL BID ITEMS - BASIS OF AWARD

\$1,731,754.70

\$1,963,683.00

Specialty Contractor Pre-Qualification form was not submitted with the Bid Proposal. Form was submitted at 10:12AM on June 30, 2020.

PROJECT NO. T1010 DESCRIPTION: NE 3rd Avenue Seismic Retrofit				Stellar J Corporation 1363 Down River Drive Woodland, WA 98674 360.225.7996		Legacy Contracting, Inc. PO Box "I" Stayton, OR 97383 503.749.1818	
DATE OF BID OPENING: June 29, 2020, at 11:00 a.m.				Ent. By RLS			
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	Construction Suveying	LS	1.00	\$12,000.00	\$12,000.00	\$12,500.00	\$12,500.00
2	Project Documentation (minimum bid \$95,000)	LS	1.00	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00
3	SPCC Plan	LS	1.00	\$2,000.00	\$2,000.00	\$1,950.00	\$1,950.00
4	Minor Change	FA	1.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
5	Mobilization	LS	1.00	\$180,400.00	\$180,400.00	\$225,000.00	\$225,000.00
6	Pedestrian Traffic Control	LS	1.00	\$1,500.00	\$1,500.00	\$5,350.00	\$5,350.00
7	Sequential Arrow Sign	HR	8,640.00	\$1.50	\$12,960.00	\$1.10	\$9,504.00
8	Traffic Control Supervisor	LS	1.00	\$10,000.00	\$10,000.00	\$51,000.00	\$51,000.00
9	Flaggers	HR	160.00	\$60.00	\$9,600.00	\$64.00	\$10,240.00
10	Other Traffic Control Labor	HR	360.00	\$65.00	\$23,400.00	\$68.50	\$24,660.00
11	Other Temporary Traffic Control	LS	1.00	\$15,000.00	\$15,000.00	\$29,355.00	\$29,355.00
12	Portable Changeable Message Signs	HR	8,976.00	\$2.00	\$17,952.00	\$1.65	\$14,810.40
13	Construction Signs Class A	SF	430.00	\$25.00	\$10,750.00	\$31.00	\$13,330.00
14	Construction Staging and Access Plan	LS	1.00	\$5,000.00	\$5,000.00	\$27,300.00	\$27,300.00
15	Clearing and Grubbing	LS	1.00	\$5,000.00	\$5,000.00	\$5,950.00	\$5,950.00
16	Removing Portions of Existing Bridge	LS	1.00	\$100,000.00	\$100,000.00	\$112,000.00	\$112,000.00
17	Structural Excavation Class A Inc. Haul	CY	45.00	\$100.00	\$4,500.00	\$51.00	\$2,295.00
18	Gravel Backfill for Walls	CY	40.00	\$175.00	\$7,000.00	\$95.00	\$3,800.00
19	Shoring or Extra Excavation Class A Incl. Haul	LS	1.00	\$25,000.00	\$25,000.00	\$78,235.00	\$78,235.00
20	Crushed Surfacing Base Course	CY	70.00	\$150.00	\$10,500.00	\$77.00	\$5,390.00
21	Planing Bituminous Pavement	SY	1,230.00	\$10.00	\$12,300.00	\$28.50	\$35,055.00
22	HMA CL. 1/2" PG 64-22	TN	272.00	\$110.00	\$29,920.00	\$208.00	\$56,576.00
23	HMA Sawcut and Seal	LF	176.00	\$20.00	\$3,520.00	\$27.85	\$4,901.60
24	Work Access-for Bridge	LS	1.00	\$60,000.00	\$60,000.00	\$65,000.00	\$65,000.00
25	St. Reinf. Bar for Bridge	LB	12,500.00	\$5.00	\$62,500.00	\$2.05	\$25,625.00
26	Concrete Class 4000	CY	120.00	\$1,200.00	\$144,000.00	\$955.00	\$114,600.00
27	PTFE Bearing - Superstr.	EA	28.00	\$7,000.00	\$196,000.00	\$10,000.00	\$280,000.00
28	Expansion Joint Modification	LS	1.00	\$40,000.00	\$40,000.00	\$53,235.00	\$53,235.00
29	Core Drilled Bridge Deck Drain	EA	4.00	\$300.00	\$1,200.00	\$575.00	\$2,300.00
30	Bridge Supported Utilities	LS	1.00	\$25,000.00	\$25,000.00	\$8,295.00	\$18,295.00
31	Structural Low Alloy Steel	LS	1.00	\$175,000.00	\$175,000.00	\$139,235.00	\$139,235.00
32	Post-Installed Shear Connectors	LS	1.00	\$30,000.00	\$30,000.00	\$39,265.00	\$39,265.00
33	Solid Wall PVC Storm Sewer Pipe 8 Inch Diam.	LF	50.00	\$120.00	\$6,000.00	\$115.00	\$5,750.00
34	Solid Wall PVC Storm Sewer Pipe 12 Inch Diam.	LF	40.00	\$150.00	\$6,000.00	\$175.00	\$7,000.00
35	Ductile Iron Storm Sewer Pipe 8 Inch Diam. (Bridge)	LF	430.00	\$150.00	\$64,500.00	\$105.00	\$45,150.00
36	Connection to Drainage Structure	EA	1.00	\$1,000.00	\$1,000.00	\$1,835.00	\$1,835.00
37	Storm Manhole 48 In. Diam	EA	1.00	\$10,000.00	\$10,000.00	\$7,100.00	\$7,100.00
38	60" Stormwater Treatment Manhole with 4 Cartridges	LS	1.00	\$40,000.00	\$40,000.00	\$33,235.00	\$33,235.00
39	Removal and Replacement of Unsuitable Material	CY	10.00	\$100.00	\$1,000.00	\$202.00	\$2,020.00
40	Trench Safety System (\$1/LF Min. Bid)	LF	178.00	\$1.00	\$178.00	\$44.50	\$7,921.00
41	Ductile Iron Pipe for Water Main 8" Diam.	LF	88.00	\$210.00	\$18,480.00	\$195.00	\$17,160.00
42	Watermain Flexible Expansion Joint Assembly	EA	2.00	\$15,000.00	\$30,000.00	\$8,900.00	\$17,800.00
43	Gate Valve 8 In.	EA	1.00	\$2,000.00	\$2,000.00	\$1,950.00	\$1,950.00
44	Storm Sewer Cleanout	EA	2.00	\$1,200.00	\$2,400.00	\$1,350.00	\$2,700.00
45	ESC Lead	DAY	180.00	\$20.00	\$3,600.00	\$195.00	\$35,100.00
46	Silt Fence	LF	1,000.00	\$5.00	\$5,000.00	\$5.75	\$5,750.00
47	High Visibility Fence	LF	900.00	\$3.00	\$2,700.00	\$5.25	\$4,725.00
48	Seeding, Fertilizing, Mulching	LS	1.00	\$2,500.00	\$2,500.00	\$5,200.00	\$5,200.00
49	Erosion Control	LS	1.00	\$8,000.00	\$8,000.00	\$2,600.00	\$2,600.00
50	Cement Concrete Traffic Curb and Gutter	LF	115.00	\$60.00	\$6,900.00	\$48.00	\$5,520.00
51	Ground Improvement Design and Mobilization	LS	1.00	\$200,000.00	\$200,000.00	\$168,450.00	\$168,450.00
52	Grout for Ground Improvement	LS	1.00	\$350,000.00	\$350,000.00	\$329,255.00	\$329,255.00
53	Ground Improvement Testing	LS	1.00	\$8,000.00	\$8,000.00	\$7,900.00	\$7,900.00
54	Removing and Resetting Guardrail	LF	110.00	\$90.00	\$9,900.00	\$55.00	\$6,050.00
55	Cement Concrete Sidewalk	SY	70.00	\$110.00	\$7,700.00	\$150.00	\$10,500.00
56	Permanent Signing	LS	1.00	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00
57	Plastic Line	LF	1,730.00	\$5.00	\$8,650.00	\$1.95	\$3,373.50
58	Wide Plastic Line	LF	50.00	\$10.00	\$500.00	\$12.00	\$600.00
59	Remove Plastic Line	LF	110.00	\$50.00	\$5,500.00	\$8.50	\$935.00
60	Temporary Project Sign	LS	1.00	\$1,000.00	\$1,000.00	\$1,450.00	\$1,450.00

TOTAL OF ALL BID ITEMS - BASIS OF AWARD

\$2,140,510.00

\$2,309,986.50

PROJECT NO. T1010 DESCRIPTION: NE 3rd Avenue Seismic Retrofit				Selby Bridge Company, Inc. 2901 SE Hidden Way Vancouver, WA 98661	
DATE OF BID OPENING: June 29, 2020, at 11:00 a.m.			Ent. By RLS		360.696.2675
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL
1	Construction Surveying	LS	1.00	\$1,000.00	\$1,000.00
2	Project Documentation (minimum bid \$95,000)	LS	1.00	\$95,000.00	\$95,000.00
3	SPCC Plan	LS	1.00	\$1,000.00	\$1,000.00
4	Minor Change	FA	1.00	\$10,000.00	\$10,000.00
5	Mobilization	LS	1.00	\$210,000.00	\$210,000.00
6	Pedestrian Traffic Control	LS	1.00	\$500.00	\$500.00
7	Sequential Arrow Sign	HR	8,640.00	\$0.50	\$4,320.00
8	Traffic Control Supervisor	LS	1.00	\$50,000.00	\$50,000.00
9	Flaggers	HR	160.00	\$60.00	\$9,600.00
10	Other Traffic Control Labor	HR	360.00	\$60.00	\$21,600.00
11	Other Temporary Traffic Control	LS	1.00	\$15,000.00	\$15,000.00
12	Portable Changeable Message Signs	HR	8,976.00	\$1.00	\$8,976.00
13	Construction Signs Class A	SF	430.00	\$30.00	\$12,900.00
14	Construction Staging and Access Plan	LS	1.00	\$20,000.00	\$20,000.00
15	Clearing and Grubbing	LS	1.00	\$15,000.00	\$15,000.00
16	Removing Portions of Existing Bridge	LS	1.00	\$150,000.00	\$150,000.00
17	Structural Excavation Class A Inc. Haul	CY	45.00	\$40.00	\$1,800.00
18	Gravel Backfill for Walls	CY	40.00	\$120.00	\$4,800.00
19	Shoring or Extra Excavation Class A Incl. Haul	LS	1.00	\$50,000.00	\$50,000.00
20	Crushed Surfacing Base Course	CY	70.00	\$100.00	\$7,000.00
21	Planing Bituminous Pavement	SY	1,230.00	\$13.00	\$15,990.00
22	HMA CL. 1/2" PG 64-22	TN	272.00	\$150.00	\$40,800.00
23	HMA Sawcut and Seal	LF	176.00	\$8.00	\$1,408.00
24	Work Access-for Bridge	LS	1.00	\$100,000.00	\$100,000.00
25	St. Reinf. Bar for Bridge	LB	12,500.00	\$4.00	\$50,000.00
26	Concrete Class 4000	CY	120.00	\$2,000.00	\$240,000.00
27	PTFE Bearing - Superstr.	EA	28.00	\$6,500.00	\$182,000.00
28	Expansion Joint Modification	LS	1.00	\$60,000.00	\$60,000.00
29	Core Drilled Bridge Deck Drain	EA	4.00	\$400.00	\$1,600.00
30	Bridge Supported Utilities	LS	1.00	\$35,000.00	\$35,000.00
31	Structural Low Alloy Steel	LS	1.00	\$180,000.00	\$180,000.00
32	Post-Installed Shear Connectors	LS	1.00	\$30,000.00	\$30,000.00
33	Solid Wall PVC Storm Sewer Pipe 8 Inch Diam.	LF	50.00	\$125.00	\$6,250.00
34	Solid Wall PVC Storm Sewer Pipe 12 Inch Diam.	LF	40.00	\$160.00	\$6,400.00
35	Ductile Iron Storm Sewer Pipe 8 Inch Diam. (Bridge)	LF	430.00	\$165.00	\$70,950.00
36	Connection to Drainage Structure	EA	1.00	\$500.00	\$500.00
37	Storm Manhole 48 In. Diam	EA	1.00	\$8,000.00	\$8,000.00
38	60" Stormwater Treatment Manhole with 4 Cartridges	LS	1.00	\$40,000.00	\$40,000.00
39	Removal and Replacement of Unsuitable Material	CY	10.00	\$100.00	\$1,000.00
40	Trench Safety System (\$1/LF Min. Bid)	LF	178.00	\$20.00	\$3,560.00
41	Ductile Iron Pipe for Water Main 8" Diam.	LF	88.00	\$200.00	\$17,600.00
42	Watermain Flexible Expansion Joint Assembly	EA	2.00	\$12,000.00	\$24,000.00
43	Gate Valve 8 In.	EA	1.00	\$2,000.00	\$2,000.00
44	Storm Sewer Cleanout	EA	2.00	\$400.00	\$800.00
45	ESC Lead	DAY	180.00	\$10.00	\$1,800.00
46	Silt Fence	LF	1,000.00	\$5.00	\$5,000.00
47	High Visibility Fence	LF	900.00	\$3.00	\$2,700.00
48	Seeding, Fertilizing, Mulching	LS	1.00	\$2,000.00	\$2,000.00
49	Erosion Control	LS	1.00	\$10,000.00	\$10,000.00
50	Cement Concrete Traffic Curb and Gutter	LF	115.00	\$40.00	\$4,600.00
51	Ground Improvement Design and Mobilization	LS	1.00	\$150,000.00	\$150,000.00
52	Grout for Ground Improvement	LS	1.00	\$320,000.00	\$320,000.00
53	Ground Improvement Testing	LS	1.00	\$7,500.00	\$7,500.00
54	Removing and Resetting Guardrail	LF	110.00	\$55.00	\$6,050.00
55	Cement Concrete Sidewalk	SY	70.00	\$40.00	\$2,800.00
56	Permanent Signing	LS	1.00	\$750.00	\$750.00
57	Plastic Line	LF	1,730.00	\$1.00	\$1,730.00
58	Wide Plastic Line	LF	50.00	\$2.00	\$100.00
59	Remove Plastic Line	LF	110.00	\$2.00	\$220.00
60	Temporary Project Sign	LS	1.00	\$500.00	\$500.00

TOTAL OF ALL BID ITEMS - BASIS OF AWARD

\$2,322,104.00

## MEMORANDUM

TO: Curleigh Carothers

FROM: Shawn MacPherson

RE: Bid Question re 3<sup>rd</sup> Avenue Bridge Seismic Retrofit

DATE: July 13, 2020

We met to discuss a potential bid issue concerning this project. The apparent low bidder, Conway Construction Company, submitted a bid that varies from the instructions. Specifically, the specifications require that the bidder submit a complete ‘Specialty Subcontractor Pre-Qualification Form’ related to experience with ground improvement construction. In this instance, Conway failed to complete the Form and include with their bid. The Form was completed and turned in after bid opening but the specialty contractor for ground improvements had been changed. Finally, there was a concern outlined which related to the bid amount set by Conway for the ground improvements as it was significantly lower than the other bidders. A protest to the City award of contract to Conway has been received from the second low bidder on the project, Stellar J Corporation, by letter dated July 1, 2020.

The first step when the City obtains bids that vary from the bid specifications in some respect is to ascertain whether those irregularities are substantial and material or whether they are minor in nature. A material irregularity is defined as an irregularity giving the bidder a substantial advantage or benefit not enjoyed by other bidders. Any bid containing a material irregularity must be rejected. On the other hand, if the irregularity is deemed to be minor, then the City may either reject the bid, or waive the irregularity and accept the bid. *East Side Disposal Company v. Mercer Island*, 9 Wn. App. 667 (1973); *Gostovich v. West Richland*, Wn. 2d 583 (1969); and *Farmer Construction v. State*, 98 Wn. 2d 600 (1983).

In determining whether there is an undue advantage conferred upon a bidder, the courts principally look to whether the defect is such as would allow the bidder to avoid performing the contract. A bidder is found to have a substantial advantage if it has the option of deciding whether to perform or not, depending on how the other bids are submitted. In *AAB Electric v. Stevenson Public Schools*, 6 Wn. App. 887 (1971), the low bidder neglected to sign its bid. The school board awarded the contract to the second bidder, and the school board’s action was upheld by the court, because the bidder, not having signed its bid, was in a position where it could decide whether or not to accept the award and perform the work. The court held that the

## MEMORANDUM

July 13, 2020

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omitted signature could only be considered to be a material defect, because the bid was not binding upon the bidder until properly signed by its corporate officers.

In both *East Side Disposal* and *Farmer Construction*, the low bidders signed the bid bond, but neglected to sign the bid proposal. The court in both cases held that the failure to sign the bid proposal was a minor irregularity that could be waived. The court held that, if it appears from examination of all the writings that the writing which was signed by the party to be charged was signed with the intention that it refer to the unsigned writing, and that the writings are so connected by internal reference an assigned writing to the unsigned one, they may be said to constitute one paper relating to the same contract. Thus, the irregularity was deemed minor, because the bidder could not get out of the contract, and the city had the option to accept the low bid and waive the irregularity, or to reject the low bid on the basis of the irregularity.

It is clear from reading the cases that questions of whether a bid variance is material are questions for the city council. *R.W. Rhine Company v. Tacoma*, 13 Wn. App. 597 (1975). So long as the council's determination is made in good faith, it should be upheld by the court.

Thus, in this case, the City Council would need to make the following determinations:

1. Is the irregularity in the Conway Construction bid substantial or minor? If it is substantial, then the bid must be rejected.
2. If Council determines that the irregularity is minor, then they must decide whether to waive the irregularity and accept the bid, or to reject the bid on the basis of the minor irregularity.

You will be preparing a Staff Report which outlines the defects in the bid submitted by Conway. As guidance to the Council, it is my opinion that the irregularities do appear substantial in nature. As to the failure to timely submit the Form it appears from our discussion that Conway may have engaged in what is referred to as 'bid shopping'. Submission of the Form with information related to a named specialty contractor for ground improvements was called out in the specifications as part of the highlighted Bidder's Check List, which does indicate the City attached significance to receipt of this important information. Instead, not only was the Form not timely submitted but Conway changed their designated specialty contractor after bid opening. I believe the protest letter received from Stellar J correctly called out this omission as not creating a level playing field for all bidders as Conway could have seen the bid numbers and then simply failed to turn in the Form. The significantly lower bid amount for ground improvements further buttresses this conclusion in light of all the circumstances.

As a final note the purpose of competitive bidding is to provide for public contracts to be performed satisfactorily and efficiently, at the least cost to the public, while avoiding fraud and favoritism in the awarding of such contracts. The Council can of course be mindful of the public cost but insuring that one bidder does not receive a substantial advantage over other bidders must be taken into account as well.



# LANDERHOLM

Legal advisors. Trusted advocates.

R. Bryce Sinner  
805 Broadway Street  
Suite 1000  
PO Box 1086  
Vancouver, WA 98666

T: (360) 816-2508  
T: (503) 283-3393  
F: (360) 816-2509  
E: bryce.sinner@landerholm.com

July 1, 2020

**VIA EMAIL AND FIRST CLASS MAIL (awestersund@cityofcamas.us)**

Allen Westersund  
City of Camas  
616 NE 4<sup>th</sup> Avenue  
Camas, Washington 98607

**Re: NE 3<sup>rd</sup> Avenue Bridge Seismic Retrofit Project  
City Project Number: T1010  
Notice of Protest**

Dear Mr. Westersund:

I represent Stellar J Corporation (“Stellar J”) with respect to its bid on the above reference project (“Project”). I am directing this communication to you as you are identified as the contact person in the Bid Specifications and Contract Documents, and I am unable to determine whether the City of Camas is represented in this matter. If so, please direct this communication to the City’s attorney.

While Conway Construction Company (“Conway”) was the apparent low bidder on the Project, Conway’s bid was non-responsive for at least three reasons:

- (1) Conway did not include the Specialty Subcontractor Pre-Qualification form for its ground improvement subcontractor;
- (2) Conway changed its ground improvements specialty subcontractor after bid time; and
- (3) Conway significantly underbid the ground improvements scope of work.

In accordance with RCW 39.04.105, Stellar J hereby protests the award of the Project to Conway and request at least two full business days’ written notice of the City’s intent to award the project to Conway. Stellar J was the lowest responsive responsible bidder and requests that the City reject Conway’s bid and award the Project to Stellar J.

**A. Conway failed to submit its Subcontractor Pre-Qualification form with its bid.**

The Bidding Documents require that the City award the project to the “lowest responsive, responsible, qualified Bidder submitting the lowest Bid Proposal acceptable to the Owner.” (Bidding Documents, page I-5, paragraph 19). “Incomplete bid packages will be considered non-responsive and will be rejected” (Bidding Documents, page I-15, Note to Bidder).<sup>1</sup>

<sup>1</sup> While this statement is included in the Mandatory Bidder Responsibility Criteria Information form, it is not qualified to the mandatory bidder responsibility criteria. Further, the Bidding Documents provide that “proposals with are incomplete ... may be rejected as non-responsive. (Bidding Documents, Page I-5, Paragraph 9).

Re: City of Camas Bid Protest  
 July 1, 2020  
 Page 2

The Bidding Documents required submission of a “Specialty Subcontractor Pre-Qualification” form for the ground improvement subcontractor in order to ensure that the ground improvements subcontractor complied with the project requirements of Special Provision Section 8-05. This form was required “TO BE SUBMITTED WITH THE BID PROPOSAL.” (Bidding Documents, page I-28) (emphasis original).

Moreover, the Bid Documents included a Bidder’s Check List, which states in its preamble, “The bidder’s attention is especially called to the following forms, **which must be executed in full as required and submitted at the bid opening.**” (Bid Documents, page I-31) (emphasis added). The Bidder’s Check List calls the bidders attention to the Specialty Subcontractor Pre-Qualification form as follows, “**DID YOU COMPLETE, SIGN, AND INCLUDE THE SPECIALTY SUBCONTRACTOR PRE-QUALIFICATION FORM SHOWING EXPERIENCE WITH GROUND IMPROVEMENT CONSTRUCTION?**” (Bid Documents, page I-32) (emphasis original).

Conway failed to submit the Specialty Subcontractor Pre-Qualification form with its bid. When the City published its bid tabulations, with respect to Conway’s bid, it noted “**Specialty Contractor Pre-Qualification form was not submitted with the Bid Proposal. The Form was Submitted at 10:12AM on June 30, 2020.**” (Bid Tabulation, page 1) (emphasis original). Conway’s omission renders its bid non-responsive.

Conway’s omission also raises several concerns. It appears Conway did not have a bid from a qualified ground improvements subcontractor at the time it submitted its bid to the City. This is apparent based on Conway’s significantly low number for this scope as compared to the other bidders and Conway switching ground improvement contractors after bid time. Conway’s bait and switch also raises the specter of bid shopping and if permitted, gave Conway 24 additional hours to bid the ground improvement scope, which the other bidders did not have.

In the alternative, if Conway could not figure out a way to get the Project done without significant loss, it could have simply not turned in the Specialty Subcontractor Pre-Qualification form and let the City reject its bid. Conway’s late submission should not be permitted. Conway’s bid is non-responsive and must be rejected.

#### **B. Conway changed its ground improvements specialty subcontractor after bid time.**

In Conway’s original bid, it did include a Subcontractor Mandatory Bidder Responsibility Criteria form—which was not required—and in that form, Conway identified Condon-Johnson & Associates, Inc. (Conway bid, page 35). While Conway did not indicate what scope Condon-Johnson would perform, Condon-Johnson only bid the ground improvement scope and every other bidder included Condon-Johnson in their Specialty Subcontractor Pre-Qualification form. Clearly at bid time Conway anticipated using Condon-Johnson for the ground improvement scope. However, when Conway submitted its late Specialty Subcontractor Pre-Qualification form, it included PLI Systems, Inc. as its ground improvement subcontractor. (Conway supplemental documents, page 6).

Conway had an additional 24 hours to find a lower bidder for its ground improvements contractor, and it needed to do so because its bid was significantly lower than the other bidders. Below is a recap of



Re: City of Camas Bid Protest  
July 1, 2020  
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the bidders’ totals for items 51, Ground Improvement Design and Mobilization and 52, Grout for Ground Improvement.

- Conway - \$104,400
- Stellar J - \$550,000
- Legacy Contracting, Inc. - \$497,705
- Shelby Bridge Company, Inc. - \$470,000

The spread among the bidders shows that Conway significantly underbid the ground improvements work. Conway then—despite apparently intending to use Condon-Johnson for this work—took 24 hours to find a different contractor and disclosed PLI Systems, Inc. as its ground improvements subcontractor. In the alternative, if Conway determined that it could not overcome this error, it could have simply not submitted the form and waited for the City to reject its bid. This provided Conway an unfair advantage over the other bidders and should concern the city as the disclosure of Condon-Johnson and switch to PLI raises concerns of post-bid bid shopping.

**C. Conway significantly underbid the ground improvement scope of work.**

As detailed above, Conway significantly underbid the ground improvement work. Conway bid \$104,400 and the next lowest number was \$470,000. The Bidding Documents provide “(p)rices, which are weighted and disproportionate to the actual cost, as may be compared to other Bidders and evaluation by the Engineer, may be considered non-responsive and their bid rejected.” (Bidding Documents, page I-4, paragraph 7). This raises an obvious concern that Conway made an error in its bid. The City should be concerned about this as a significant bid error such as this could negatively impact performance on the project.

**Summary**

Stellar J protests award of the Project to Conway and respectfully requests the City reject Conway’s bid as non-responsive and award the Project to Stellar J. Stellar J was the lowest responsive, responsible, qualified bidder.

Please provide at least two full business days’ written notice if the City intends to award the project to Conway. If there is a public meeting in which award of the Project or consideration of Stellar J’s protest is to be discussed, please provide reasonable notice of this meeting and an opportunity to be present. Should you have any question or wish to discuss this matter with me, please feel free to contact me.

Sincerely,

LANDERHOLM, P.S.

R. BRYCE SINNER  
Attorney at Law

contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

## 5. Inclement Weather

The City of Camas is subject to inclement weather through the fall, winter and spring months. Severe rain and windstorms may occur in addition to snow and ice. The Contractor should be aware of the potential for inclement weather and plan the project accordingly.

## 6. Addenda and Interpretations of Documents

No interpretation of meaning of the plans, specifications or other prebid documents will be made to any bidder orally. Every request for such interpretation shall be submitted in writing, addressed to the City of Camas contact person as identified in the Call for Bids, and to be given consideration, shall be received at least five (5) working days prior to date fixed for opening bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed, faxed or otherwise made available to each prospective bidder. Failure of any bidder to receive any such addendum shall not relieve such bidder from any obligation under the bid as submitted. All addenda so issued shall become a part of the contract documents.

## 7. Preparation of Proposal

Bids must be submitted by filling in with ink (or typing), on the Form headed "Bid Proposal," each and every blank on each schedule for which the bidder has submitted a proposal. If the bidder is required to provide a special form appropriate to the nature of the bid, then such form shall be complete in all respects as required by the specifications if it is to merit consideration by the Owner.

All bid prices must be equal to the Bidders estimated cost to perform the work. **Prices, which are weighted and disproportionate to the actual cost, as may be compared to other Bidders and evaluation by the Engineer, may be considered non-responsive and their bid rejected.** If the proposal is made by a partnership, it should contain the name of each partner and should be signed in the firm name, followed by the signature of partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the proposal should be signed with the name of the corporation and the state in which incorporated, followed by the written signature of the qualified officer and the designation of the office he/she holds in the corporation. The address of the person, firm or corporation in whose behalf the proposal is submitted shall be given. The bidder shall comply with all other specific requirements of the proposal form.

## 8. Trench Safety System

Each bidder shall list in the Bid Proposal, in the bid item Shoring and Trench Safety, the amount included in the bid for trench and excavation safety, including sheeting, shoring, and bracing, or equivalent method for the protection of life and limb during all trench or structure excavation. Safety system shall conform to applicable State of Washington Construction Safety Orders. By listing this sum in the bid, the bidder warrants that his/her action does not convey tort liability to the Owner or the Engineer.

## 9. Alteration of Documents Prohibited

Except as may be provided otherwise herein, proposals which are incomplete, are conditioned in any way which the plans or specifications do not authorize, contain unverified erasures or alterations, include items which are not named in the proposal form or which are unlawful, may be rejected as non-responsive.

## 10. Public Work Contractor Lawful Hiring Compliance (E-Verify)

In accordance with City of Camas Ordinance No. 2626, all contracts shall require that the awarded Contractor be registered with the Department of Homeland Security E-Verify program. If the Contractor described herein uses a subcontractor in connection with the performance of the Contract, the subcontractor shall, as a condition of the Contract, certify their participation in the E-Verify program by submitting a Declaration of Participation Form. The Contractor and any subcontractors will not knowingly employ or contract with an unauthorized alien. Please go to the Engineering page of the City of Camas web site at [www.cityofcamas.us](http://www.cityofcamas.us) for additional information and to view Ordinance No. 2626.

## 11. Submission of Proposal

Each proposal shall be completely sealed in a package addressed as required by the official advertisement, marked with the name of the bidder and the title of the project, and must be delivered to the address, at or before the time named in said advertisement. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed in another envelope addressed to the City of Camas Administrative Services, 616 NE 4<sup>th</sup> Avenue, Camas, Washington 98607.

## 12. Modification of Proposal

Change in a proposal already delivered will be permitted only if a request for the privilege of making such modification is made in writing signed by the bidder and the specific modification itself is stated prior to the scheduled closing time for the receipt of proposals. To be effective, every modification must be made in writing over the signature of the bidder; no other form of procedure will be accepted.

## 13. Substitutions

Approval of materials to be used on the project and possible substitutions thereof shall not be addressed during the bidding process. Materials shall meet the specifications and the bids shall be based on specified items.

The contract, if awarded, will be on the basis of materials and equipment shown on the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Inclusion of such alternatives in the bid is the responsibility of the Contractor. Inclusion should only be considered if the Contractor believes the offered alternative is equal in quality to the specified product. After award of contract, such offers of alternative products will be reviewed and processed as a substitution in accordance with the General Conditions.

## 14. List of Subcontractors

The bidder shall comply with 39.30.060 RCW in its entirety. The bidder must complete the Local Agency Subcontractor List form of the Bid Proposal if the contract is in excess of \$1,000,000.00. Each bidder on such contract is required to submit as part of the bid, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation and air conditioning), plumbing as described in chapter

18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work. The bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate. Failure of the bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the bidder's bid non-responsive and, therefore, void.

## 15. Bid Security

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company authorized to issue bonds in Washington in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidders have executed the contract, or, if no award has been made within forty-five (45) calendar days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as bidder has not been notified of the acceptance of their bid. The successful bidder, upon bidders failure or refusal to execute and deliver the contract, bonds and certificates of insurance required within ten (10) calendar days after bidder has received notice of the acceptance of the bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid. Attorney-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## 16. Withdrawal of Proposal

A proposal may be withdrawn at any time prior to the scheduled closing time for filing bids. This may be done by the bidder in person or upon the telegraphic or written request. A telephone request for withdrawal of a proposal will not be recognized for this purpose. If withdrawal is made in person, a written acknowledgment thereof will be required. After the scheduled closing time for filing bids, no bidder will be permitted to withdraw the proposal unless no award of contract has been made prior to the expiration of thirty (30) days immediately following the time when bids are submitted. Bids received after the scheduled closing time will be returned to the bidder unopened.

## 17. Opening Bids

All bid proposals received prior to the scheduled closing time and which are not withdrawn as above provided, will be publicly opened and read aloud even though there may be irregularities or informalities therein.

## 18. Award of Contract

Within forty-five (45) calendar days after the opening of the proposals, the Owner will accept one or more of the proposals or reject one or more bids for good cause. A Contract Bond in the amount of one hundred percent of the contract price, with a Corporate Surety approved by the Owner, will be required for the faithful performance of the contract. The bond form contained in the contract documents must be utilized. In addition, all contractual forms contained in the Contract Documents will be required for the faithful performance of the contract.

## 19. Basis of Award

If the Owner awards the contract, the award will be given to the lowest responsive, responsible, qualified Bidder submitting the lowest Bid Proposal acceptable to the Owner. Discrepancies

**MANDATORY BIDDER RESPONSIBILITY CRITERIA INFORMATION:**

Per RCW 39.04.350 Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must provide the following:

\_\_\_\_\_  
CONTRACTOR NAME OF OWNER OR CORPORATE OFFICER

\_\_\_\_\_  
SIGNATURE OF OWNER OR CORPORATE OFFICER DATE AND PLACE

\_\_\_\_\_  
DEPARTMENT OF LICENSING CONTRACTOR LICENSE REGISTRATION NUMBER

\_\_\_\_\_  
UNIFIED BUSINESS IDENTIFIER (UBI)/WA STATE TAX REGISTRATION NUMBER

\_\_\_\_\_  
LABOR AND INDUSTRIES WORKERS' COMPENSATION NUMBER

\_\_\_\_\_  
EMPLOYMENT SECURITY DEPARTMENT NUMBER (UNEMPLOYMENT NUMBER)

\_\_\_\_\_  
EXCISE TAX REGISTRATION NUMBER (FEDERAL ID NUMBER)

**Beginning July 1, 2019, prior to bidding, contractors and subcontractors must have received training from the WA State Department of Labor & Industries (L&I) relating to the requirements associated with public works and prevailing wage. Contractors who have completed three or more public works projects and have held a valid Washington business license for three or more years are exempt.**

BIDDER IS IN COMPLIANCE:  YES  NO

\_\_\_\_\_  
ELECTRICAL CONTRACTOR'S LICENSE NUMBER (if applicable)

**By signing this page, the bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.**

**I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.**

**NOTE TO BIDDER: Complete and sign this page and submit it with your bid. **Incomplete bid packages will be considered non-responsive and will be rejected.** Mandatory Bidder Criteria information will be verified immediately for compliance to ensure that all accounts are current. Non-compliance with any of the above agency requirements may be considered grounds for a non-responsive bid.**

NE 3<sup>rd</sup> Avenue Bridge Seismic Retrofit Project  
City of Camas, Project No. T1010

I-15  
June 2020

**SPECIALTY SUBCONTRACTOR PRE-QUALIFICATION**

**TO BE SUBMITTED WITH THE BID PROPOSAL**

**Project: CITY OF CAMAS - 3<sup>RD</sup> AVENUE BRIDGE SEISMIC RETROFIT  
GROUND IMPROVEMENT CONSTRUCTION**

**Refer to Special Provision Section 8-05 for Project Requirements**

Name of Specialty Subcontractor: \_\_\_\_\_

The last five projects completed or substantially completed by our company involving similar construction work are as follows:

1. Project Name: \_\_\_\_\_  
 Dollar amount of Contract: \$ \_\_\_\_\_  
 Owner: \_\_\_\_\_  
 Owner's Representative: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Contractor's Superintendent on this Project: \_\_\_\_\_  
 Brief Description of Project Scope: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Project Name: \_\_\_\_\_  
 Dollar amount of Contract: \$ \_\_\_\_\_  
 Owner: \_\_\_\_\_  
 Owner's Representative: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Contractor's Superintendent on this Project: \_\_\_\_\_  
 Brief Description of Project Scope: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. Project Name: \_\_\_\_\_  
 Dollar amount of Contract: \$ \_\_\_\_\_  
 Owner: \_\_\_\_\_

## **BIDDER'S CHECK LIST**

The bidder's attention is especially called to the following forms, which must be executed in full as required and submitted at the bid opening:

### **PROPOSAL**

Unit prices for all items, all extensions, and total amount of bid must be shown, except those items designated in the estimate of quantities to be paid for as lump sum. Any item shown on the Plans that does not have a bid item shall be considered incidental to the project and the costs thereof shall be included in other bid items of the project. Pay special attention to the Non-Collusion Declaration before signing the proposal. An unsigned bid may be considered a non-responsive bid.

### **BID BOND**

Proposals must be accompanied by cash, a certified check, a cashier's check drawn on a bank of good standing, or a bid bond issued by a surety company authorized to issue such bonds in the State of Washington, in an amount of not less than five percent (5%) of the total amount of the bid submitted. The full amount will be returned within five (5) days after the contract has been executed.

**DID YOU COMPLETE AND SUBMIT THE BIDDER'S INFORMATION PAGE?**

**DID YOU SIGN AND INCLUDE YOUR BID PROPOSAL?**

**DID YOU SIGN AND INCLUDE THE MANDATORY BIDDER RESPONSIBILITY CRITERIA INFORMATION FORM?**

**DID YOU SIGN AND INCLUDE THE CONTRACTOR CERTIFICATION WAGE LAW-RESPONSIBILITY CRITERIA COMPLIANCE FORM?**

**DID YOU SIGN AND INCLUDE THE ACKNOWLEDGEMENT OF CONTRACTOR LAWFUL HIRING COMPLIANCE ENROLLMENT FORM (E-VERIFY)?**

**DID YOU SUBMIT A FULL AND COMPLETED COPY OF THE MEMORANDUM OF UNDERSTANDING (MOU) ISSUED BY HOMELAND SECURITY WITH YOUR BID?**

**DID YOU REVIEW AND INCLUDE THE 'NON-COLLUSION DECLARATION' AND 'NOTICE TO ALL BIDDERS' STATEMENTS? FAILURE TO RETURN THIS DECLARATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THE BID NONRESPONSIVE AND INELIGIBLE FOR AWARD.**

**DID YOU SIGN AND INCLUDE THE BID BOND ACKNOWLEDGEMENT FORM, LOCAL AGENCY PROPOSAL BOND, AND A BID BOND?**

**DID YOU FILL OUT AND SUBMIT THE 'UNDERUTILIZED DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION' FORM?**

**DID YOU SIGN AND INCLUDE THE UNDERUTILIZED DISADVANTAGED BUSINESS ENTERPRISE (UDBE) WRITTEN CONFIRMATION DOCUMENT?**

**DID YOU COMPLETE AND INCLUDE THE LOCAL AGENCY SUBCONTRACTOR LIST FORM?**

**DID YOU REVIEW THE LOCAL AGENCY CERTIFICATION FOR FEDERAL-AID CONTRACTS FORM?**

**DID YOU COMPLETE, SIGN, AND INCLUDE THE SPECIALTY SUBCONTRACTOR PRE-QUALIFICATION FORM SHOWING EXPERIENCE WITH GROUND IMPROVEMENT CONSTRUCTION?**

**DID YOU REVIEW THE REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS CONTAINED, INCLUDING FORM FHWA-1273 (PART FOUR OF DOCUMENTS)?**

The following forms are to be executed by the successful bidder after the contract is awarded:

- A. CONTRACT**  
This agreement is to be executed by the successful bidder.
- B. CONTRACT BOND**  
This form is to be executed by the successful bidder and his surety company.
- C. DECLARATION OF OPTION FOR INVESTMENT OF RETAINED PERCENTAGE**  
This agreement is to be executed by the successful bidder.
- D. WAGE LAW INTENT AND AFFIDAVIT**  
This shall be completed in accordance with State Law.
- E. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**  
This is to be executed by the successful bidder.
- F. SUBMITTAL OF WEEKLY CERTIFIED PAYROLL REPORTS FOR ALL WORKERS ON THE PROJECT**  
Failure to submit correct and timely certified payrolls will delay payment.
- G. AFFIDAVIT OF E-VERIFY COMPLIANCE**  
To be completed prior to final payment





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

James E. Carothers, PE

(email stating reviewed/approved attached to Original)

James E. Carothers, Engineering Manager Date \_\_\_\_\_

PROJECT NO. T1010 DESCRIPTION: NE 3rd Avenue Seismic Retrofit				Engineer's Estimate: \$1,732,000.00		Conway Construction Company 6620 NW Whitney Rd, Suite 100 Vancouver, WA 98665 360.887.3022	
DATE OF BID OPENING: June 29, 2020, at 11:00 a.m.			Ent. By RLS				
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL
1	Construction Suveying	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
2	Project Documentation (minimum bid \$95,000)	LS	1.00	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00
3	SPCC Plan	LS	1.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
4	Minor Change	FA	1.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
5	Mobilization	LS	1.00	\$184,100.00	\$184,100.00	\$230,000.00	\$230,000.00
6	Pedestrian Traffic Control	LS	1.00	\$2,265.00	\$2,265.00	\$2,500.00	\$2,500.00
7	Sequential Arrow Sign	HR	8,640.00	\$6.63	\$57,283.20	\$0.60	\$5,184.00
8	Traffic Control Supervisor	LS	1.00	\$28,160.00	\$28,160.00	\$20,000.00	\$20,000.00
9	Flaggers	HR	160.00	\$64.00	\$10,240.00	\$62.00	\$9,920.00
10	Other Traffic Control Labor	HR	360.00	\$70.00	\$25,200.00	\$70.00	\$25,200.00
11	Other Temporary Traffic Control	LS	1.00	\$7,250.00	\$7,250.00	\$35,000.00	\$35,000.00
12	Portable Changeable Message Signs	HR	8,976.00	\$8.00	\$71,808.00	\$2.00	\$17,952.00
13	Construction Signs Class A	SF	430.00	\$23.00	\$9,890.00	\$20.00	\$8,600.00
14	Construction Staging and Access Plan	LS	1.00	\$2,000.00	\$2,000.00	\$40,000.00	\$40,000.00
15	Clearing and Grubbing	LS	1.00	\$1,500.00	\$1,500.00	\$15,000.00	\$15,000.00
16	Removing Portions of Existing Bridge	LS	1.00	\$50,000.00	\$50,000.00	\$112,330.00	\$112,330.00
17	Structural Excavation Class A Inc. Haul	CY	45.00	\$90.00	\$4,050.00	\$25.00	\$1,125.00
18	Gravel Backfill for Walls	CY	40.00	\$150.00	\$6,000.00	\$75.00	\$3,000.00
19	Shoring or Extra Excavation Class A Incl. Haul	LS	1.00	\$20,300.00	\$20,300.00	\$75,000.00	\$75,000.00
20	Crushed Surfacing Base Course	CY	70.00	\$100.00	\$7,000.00	\$80.00	\$5,600.00
21	Planing Bituminous Pavement	SY	1,230.00	\$10.00	\$12,300.00	\$13.00	\$15,990.00
22	HMA CL. 1/2" PG 64-22	TN	272.00	\$115.00	\$31,280.00	\$200.00	\$54,400.00
23	HMA Sawcut and Seal	LF	176.00	\$30.00	\$5,280.00	\$15.00	\$2,640.00
24	Work Access-for Bridge	LS	1.00	\$75,000.00	\$75,000.00	\$90,000.00	\$90,000.00
25	St. Reinf. Bar for Bridge	LB	12,500.00	\$1.80	\$22,500.00	\$2.75	\$34,375.00
26	Concrete Class 4000	CY	120.00	\$750.00	\$90,000.00	\$1,500.00	\$180,000.00
27	PTFE Bearing - Superstr.	EA	28.00	\$4,000.00	\$112,000.00	\$10,000.00	\$280,000.00
28	Expansion Joint Modification	LS	1.00	\$6,000.00	\$6,000.00	\$50,000.00	\$50,000.00
29	Core Drilled Bridge Deck Drain	EA	4.00	\$500.00	\$2,000.00	\$1,500.00	\$6,000.00
30	Bridge Supported Utilities	LS	1.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
31	Structural Low Alloy Steel	LS	1.00	\$126,000.00	\$126,000.00	\$183,165.00	\$183,165.00
32	Post-Installed Shear Connectors	LS	1.00	\$140,000.00	\$140,000.00	\$30,000.00	\$30,000.00
33	Solid Wall PVC Storm Sewer Pipe 8 Inch Diam.	LF	50.00	\$85.00	\$4,250.00	\$70.00	\$3,500.00
34	Solid Wall PVC Storm Sewer Pipe 12 Inch Diam.	LF	40.00	\$110.00	\$4,400.00	\$110.00	\$4,400.00
35	Ductile Iron Storm Sewer Pipe 8 Inch Diam. (Bridge)	LF	430.00	\$220.00	\$94,600.00	\$130.00	\$55,900.00
36	Connection to Drainage Structure	EA	1.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
37	Storm Manhole 48 In. Diam	EA	1.00	\$5,500.00	\$5,500.00	\$6,000.00	\$6,000.00
38	60" Stormwater Treatment Manhole with 4 Cartridges	LS	1.00	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00
39	Removal and Replacement of Unsuitable Material	CY	10.00	\$50.00	\$500.00	\$110.00	\$1,100.00
40	Trench Safety System (\$1/LF Min. Bid)	LF	178.00	\$2.00	\$356.00	\$6.50	\$1,157.00
41	Ductile Iron Pipe for Water Main 8" Diam.	LF	88.00	\$110.00	\$9,680.00	\$150.00	\$13,200.00
42	Watermain Flexible Expansion Joint Assembly	EA	2.00	\$12,000.00	\$24,000.00	\$12,000.00	\$24,000.00
43	Gate Valve 8 In.	EA	1.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
44	Storm Sewer Cleanout	EA	2.00	\$800.00	\$1,600.00	\$700.00	\$1,400.00
45	ESC Lead	DAY	180.00	\$65.00	\$11,700.00	\$10.00	\$1,800.00
46	Silt Fence	LF	1,000.00	\$8.00	\$8,000.00	\$3.50	\$3,500.00
47	High Visibility Fence	LF	900.00	\$10.00	\$9,000.00	\$2.50	\$2,250.00
48	Seeding, Fertilizing, Mulching	LS	1.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
49	Erosion Control	LS	1.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00
50	Cement Concrete Traffic Curb and Gutter	LF	115.00	\$40.00	\$4,600.00	\$50.00	\$5,750.00
51	Ground Improvement Design and Mobilization	LS	1.00	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00
52	Grout for Ground Improvement	LS	1.00	\$175,875.00	\$175,875.00	\$89,400.00	\$89,400.00
53	Ground Improvement Testing	LS	1.00	\$25,000.00	\$25,000.00	\$7,500.00	\$7,500.00
54	Removing and Resetting Guardrail	LF	110.00	\$45.00	\$4,950.00	\$85.00	\$9,350.00
55	Cement Concrete Sidewalk	SY	70.00	\$110.00	\$7,700.00	\$100.00	\$7,000.00
56	Permanent Signing	LS	1.00	\$2,025.00	\$2,025.00	\$2,500.00	\$2,500.00
57	Plastic Line	LF	1,730.00	\$2.00	\$3,460.00	\$2.00	\$3,460.00
58	Wide Plastic Line	LF	50.00	\$1.40	\$70.00	\$12.00	\$600.00
59	Remove Plastic Line	LF	110.00	\$0.75	\$82.50	\$8.50	\$935.00
60	Temporary Project Sign	LS	1.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00

**TOTAL OF ALL BID ITEMS - BASIS OF AWARD**

**\$1,731,754.70**

**\$1,963,683.00**

Specialty Contractor Pre-Qualification form  
was not submitted with the Bid Proposal.  
Form was submitted at 10:12AM  
on June 30, 2020.

<b>PROJECT NO. T1010</b> <b>DESCRIPTION: NE 3rd Avenue Seismic Retrofit</b>				<b>Stellar J Corporation</b> 1363 Down River Drive Woodland, WA 98674		<b>Legacy Contracting, Inc.</b> PO Box "I" Stayton, OR 97383	
<b>DATE OF BID OPENING:</b> June 29, 2020, at 11:00 a.m.				<b>Ent. By</b> RLS		360.225.7996	
				503.749.1818			
<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>CONTRACT TOTAL</b>	<b>UNIT PRICE</b>	<b>CONTRACT TOTAL</b>
1	Construction Suveying	LS	1.00	\$12,000.00	\$12,000.00	\$12,500.00	\$12,500.00
2	Project Documentation (minimum bid \$95,000)	LS	1.00	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00
3	SPCC Plan	LS	1.00	\$2,000.00	\$2,000.00	\$1,950.00	\$1,950.00
4	Minor Change	FA	1.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
5	Mobilization	LS	1.00	\$180,400.00	\$180,400.00	\$225,000.00	\$225,000.00
6	Pedestrian Traffic Control	LS	1.00	\$1,500.00	\$1,500.00	\$5,350.00	\$5,350.00
7	Sequential Arrow Sign	HR	8,640.00	\$1.50	\$12,960.00	\$1.10	\$9,504.00
8	Traffic Control Supervisor	LS	1.00	\$10,000.00	\$10,000.00	\$51,000.00	\$51,000.00
9	Flaggers	HR	160.00	\$60.00	\$9,600.00	\$64.00	\$10,240.00
10	Other Traffic Control Labor	HR	360.00	\$65.00	\$23,400.00	\$68.50	\$24,660.00
11	Other Temporary Traffic Control	LS	1.00	\$15,000.00	\$15,000.00	\$29,355.00	\$29,355.00
12	Portable Changeable Message Signs	HR	8,976.00	\$2.00	\$17,952.00	\$1.65	\$14,810.40
13	Construction Signs Class A	SF	430.00	\$25.00	\$10,750.00	\$31.00	\$13,330.00
14	Construction Staging and Access Plan	LS	1.00	\$5,000.00	\$5,000.00	\$27,300.00	\$27,300.00
15	Clearing and Grubbing	LS	1.00	\$5,000.00	\$5,000.00	\$5,950.00	\$5,950.00
16	Removing Portions of Existing Bridge	LS	1.00	\$100,000.00	\$100,000.00	\$112,000.00	\$112,000.00
17	Structural Excavation Class A Inc. Haul	CY	45.00	\$100.00	\$4,500.00	\$51.00	\$2,295.00
18	Gravel Backfill for Walls	CY	40.00	\$175.00	\$7,000.00	\$95.00	\$3,800.00
19	Shoring or Extra Excavation Class A Incl. Haul	LS	1.00	\$25,000.00	\$25,000.00	\$78,235.00	\$78,235.00
20	Crushed Surfacing Base Course	CY	70.00	\$150.00	\$10,500.00	\$77.00	\$5,390.00
21	Planing Bituminous Pavement	SY	1,230.00	\$10.00	\$12,300.00	\$28.50	\$35,055.00
22	HMA CL. 1/2" PG 64-22	TN	272.00	\$110.00	\$29,920.00	\$208.00	\$56,576.00
23	HMA Sawcut and Seal	LF	176.00	\$20.00	\$3,520.00	\$27.85	\$4,901.60
24	Work Access-for Bridge	LS	1.00	\$60,000.00	\$60,000.00	\$65,000.00	\$65,000.00
25	St. Reinf. Bar for Bridge	LB	12,500.00	\$5.00	\$62,500.00	\$2.05	\$25,625.00
26	Concrete Class 4000	CY	120.00	\$1,200.00	\$144,000.00	\$955.00	\$114,600.00
27	PTFE Bearing - Superstr.	EA	28.00	\$7,000.00	\$196,000.00	\$10,000.00	\$280,000.00
28	Expansion Joint Modification	LS	1.00	\$40,000.00	\$40,000.00	\$53,235.00	\$53,235.00
29	Core Drilled Bridge Deck Drain	EA	4.00	\$300.00	\$1,200.00	\$575.00	\$2,300.00
30	Bridge Supported Utilities	LS	1.00	\$25,000.00	\$25,000.00	\$8,295.00	\$18,295.00
31	Structural Low Alloy Steel	LS	1.00	\$175,000.00	\$175,000.00	\$139,235.00	\$139,235.00
32	Post-Installed Shear Connectors	LS	1.00	\$30,000.00	\$30,000.00	\$39,265.00	\$39,265.00
33	Solid Wall PVC Storm Sewer Pipe 8 Inch Diam.	LF	50.00	\$120.00	\$6,000.00	\$115.00	\$5,750.00
34	Solid Wall PVC Storm Sewer Pipe 12 Inch Diam.	LF	40.00	\$150.00	\$6,000.00	\$175.00	\$7,000.00
35	Ductile Iron Storm Sewer Pipe 8 Inch Diam. (Bridge)	LF	430.00	\$150.00	\$64,500.00	\$105.00	\$45,150.00
36	Connection to Drainage Structure	EA	1.00	\$1,000.00	\$1,000.00	\$1,835.00	\$1,835.00
37	Storm Manhole 48 In. Diam	EA	1.00	\$10,000.00	\$10,000.00	\$7,100.00	\$7,100.00
38	60" Stormwater Treatment Manhole with 4 Cartridges	LS	1.00	\$40,000.00	\$40,000.00	\$33,235.00	\$33,235.00
39	Removal and Replacement of Unsuitable Material	CY	10.00	\$100.00	\$1,000.00	\$202.00	\$2,020.00
40	Trench Safey System (\$1/LF Min. Bid)	LF	178.00	\$1.00	\$178.00	\$44.50	\$7,921.00
41	Ductile Iron Pipe for Water Main 8" Diam.	LF	88.00	\$210.00	\$18,480.00	\$195.00	\$17,160.00
42	Watermain Flexible Expansion Joint Assembly	EA	2.00	\$15,000.00	\$30,000.00	\$8,900.00	\$17,800.00
43	Gate Valve 8 In.	EA	1.00	\$2,000.00	\$2,000.00	\$1,950.00	\$1,950.00
44	Storm Sewer Cleanout	EA	2.00	\$1,200.00	\$2,400.00	\$1,350.00	\$2,700.00
45	ESC Lead	DAY	180.00	\$20.00	\$3,600.00	\$195.00	\$35,100.00
46	Silt Fence	LF	1,000.00	\$5.00	\$5,000.00	\$5.75	\$5,750.00
47	High Visibility Fence	LF	900.00	\$3.00	\$2,700.00	\$5.25	\$4,725.00
48	Seeding, Fertilizing, Mulching	LS	1.00	\$2,500.00	\$2,500.00	\$5,200.00	\$5,200.00
49	Erosion Control	LS	1.00	\$8,000.00	\$8,000.00	\$2,600.00	\$2,600.00
50	Cement Concrete Traffic Curb and Gutter	LF	115.00	\$60.00	\$6,900.00	\$48.00	\$5,520.00
51	Ground Improvement Design and Mobilization	LS	1.00	\$200,000.00	\$200,000.00	\$168,450.00	\$168,450.00
52	Grout for Ground Improvement	LS	1.00	\$350,000.00	\$350,000.00	\$329,255.00	\$329,255.00
53	Ground Improvement Testing	LS	1.00	\$8,000.00	\$8,000.00	\$7,900.00	\$7,900.00
54	Removing and Resetting Guardrail	LF	110.00	\$90.00	\$9,900.00	\$55.00	\$6,050.00
55	Cement Concrete Sidewalk	SY	70.00	\$110.00	\$7,700.00	\$150.00	\$10,500.00
56	Permanent Signing	LS	1.00	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00
57	Plastic Line	LF	1,730.00	\$5.00	\$8,650.00	\$1.95	\$3,373.50
58	Wide Plastic Line	LF	50.00	\$10.00	\$500.00	\$12.00	\$600.00
59	Remove Plastic Line	LF	110.00	\$50.00	\$5,500.00	\$8.50	\$935.00
60	Temporary Project Sign	LS	1.00	\$1,000.00	\$1,000.00	\$1,450.00	\$1,450.00

**TOTAL OF ALL BID ITEMS - BASIS OF AWARD****\$2,140,510.00****\$2,309,986.50**

<b>PROJECT NO. T1010</b>				<b>Selby Bridge Company, Inc.</b>	
<b>DESCRIPTION: NE 3rd Avenue Seismic Retrofit</b>				<b>2901 SE Hidden Way</b>	
<b>DATE OF BID OPENING:</b>				<b>Ent. By</b>	
<b>June 29, 2020, at 11:00 a.m.</b>				<b>RLS</b>	
				<b>360.696.2675</b>	
<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>CONTRACT TOTAL</b>
1	Construction Suveying	LS	1.00	\$1,000.00	\$1,000.00
2	Project Documentation (minimum bid \$95,000)	LS	1.00	\$95,000.00	\$95,000.00
3	SPCC Plan	LS	1.00	\$1,000.00	\$1,000.00
4	Minor Change	FA	1.00	\$10,000.00	\$10,000.00
5	Mobilization	LS	1.00	\$210,000.00	\$210,000.00
6	Pedestrian Traffic Control	LS	1.00	\$500.00	\$500.00
7	Sequential Arrow Sign	HR	8,640.00	\$0.50	\$4,320.00
8	Traffic Control Supervisor	LS	1.00	\$50,000.00	\$50,000.00
9	Flaggers	HR	160.00	\$60.00	\$9,600.00
10	Other Traffic Control Labor	HR	360.00	\$60.00	\$21,600.00
11	Other Temporary Traffic Control	LS	1.00	\$15,000.00	\$15,000.00
12	Portable Changeable Message Signs	HR	8,976.00	\$1.00	\$8,976.00
13	Construction Signs Class A	SF	430.00	\$30.00	\$12,900.00
14	Construction Staging and Access Plan	LS	1.00	\$20,000.00	\$20,000.00
15	Clearing and Grubbing	LS	1.00	\$15,000.00	\$15,000.00
16	Removing Portions of Existing Bridge	LS	1.00	\$150,000.00	\$150,000.00
17	Structural Excavation Class A Inc. Haul	CY	45.00	\$40.00	\$1,800.00
18	Gravel Backfill for Walls	CY	40.00	\$120.00	\$4,800.00
19	Shoring or Extra Excavation Class A Incl. Haul	LS	1.00	\$50,000.00	\$50,000.00
20	Crushed Surfacing Base Course	CY	70.00	\$100.00	\$7,000.00
21	Planing Bituminous Pavement	SY	1,230.00	\$13.00	\$15,990.00
22	HMA CL. 1/2" PG 64-22	TN	272.00	\$150.00	\$40,800.00
23	HMA Sawcut and Seal	LF	176.00	\$8.00	\$1,408.00
24	Work Access-for Bridge	LS	1.00	\$100,000.00	\$100,000.00
25	St. Reinf. Bar for Bridge	LB	12,500.00	\$4.00	\$50,000.00
26	Concrete Class 4000	CY	120.00	\$2,000.00	\$240,000.00
27	PTFE Bearing - Superstr.	EA	28.00	\$6,500.00	\$182,000.00
28	Expansion Joint Modification	LS	1.00	\$60,000.00	\$60,000.00
29	Core Drilled Bridge Deck Drain	EA	4.00	\$400.00	\$1,600.00
30	Bridge Supported Utilities	LS	1.00	\$35,000.00	\$35,000.00
31	Structural Low Alloy Steel	LS	1.00	\$180,000.00	\$180,000.00
32	Post-Installed Shear Connectors	LS	1.00	\$30,000.00	\$30,000.00
33	Solid Wall PVC Storm Sewer Pipe 8 Inch Diam.	LF	50.00	\$125.00	\$6,250.00
34	Solid Wall PVC Storm Sewer Pipe 12 Inch Diam.	LF	40.00	\$160.00	\$6,400.00
35	Ductile Iron Storm Sewer Pipe 8 Inch Diam. (Bridge)	LF	430.00	\$165.00	\$70,950.00
36	Connection to Drainage Structure	EA	1.00	\$500.00	\$500.00
37	Storm Manhole 48 In. Diam	EA	1.00	\$8,000.00	\$8,000.00
38	60" Stormwater Treatment Manhole with 4 Cartridges	LS	1.00	\$40,000.00	\$40,000.00
39	Removal and Replacement of Unsuitable Material	CY	10.00	\$100.00	\$1,000.00
40	Trench Safety System (\$1/LF Min. Bid)	LF	178.00	\$20.00	\$3,560.00
41	Ductile Iron Pipe for Water Main 8" Diam.	LF	88.00	\$200.00	\$17,600.00
42	Watermain Flexible Expansion Joint Assembly	EA	2.00	\$12,000.00	\$24,000.00
43	Gate Valve 8 In.	EA	1.00	\$2,000.00	\$2,000.00
44	Storm Sewer Cleanout	EA	2.00	\$400.00	\$800.00
45	ESC Lead	DAY	180.00	\$10.00	\$1,800.00
46	Silt Fence	LF	1,000.00	\$5.00	\$5,000.00
47	High Visibility Fence	LF	900.00	\$3.00	\$2,700.00
48	Seeding, Fertilizing, Mulching	LS	1.00	\$2,000.00	\$2,000.00
49	Erosion Control	LS	1.00	\$10,000.00	\$10,000.00
50	Cement Concrete Traffic Curb and Gutter	LF	115.00	\$40.00	\$4,600.00
51	Ground Improvement Design and Mobilization	LS	1.00	\$150,000.00	\$150,000.00
52	Grout for Ground Improvement	LS	1.00	\$320,000.00	\$320,000.00
53	Ground Improvement Testing	LS	1.00	\$7,500.00	\$7,500.00
54	Removing and Resetting Guardrail	LF	110.00	\$55.00	\$6,050.00
55	Cement Concrete Sidewalk	SY	70.00	\$40.00	\$2,800.00
56	Permanent Signing	LS	1.00	\$750.00	\$750.00
57	Plastic Line	LF	1,730.00	\$1.00	\$1,730.00
58	Wide Plastic Line	LF	50.00	\$2.00	\$100.00
59	Remove Plastic Line	LF	110.00	\$2.00	\$220.00
60	Temporary Project Sign	LS	1.00	\$500.00	\$500.00

**TOTAL OF ALL BID ITEMS - BASIS OF AWARD****\$2,322,104.00**

This form is supplied for prime contractor's use to collect information from all subcontractors.

**Verification of Subcontractor Responsibility Criteria**

Per RCW 39.06.020, the Prime Contractor must verify bidder criteria for each first-tier subcontractor. Lower-tiered subcontractors must also verify bidder criteria for their subcontractors. Licensing information to verify is the same as listed above under Mandatory Bidder Responsibility Criteria. As a courtesy, a blank Subcontractor Mandatory Bidder Responsibility form has been included in these specifications. This information is not required to be submitted to the contracting agency.

**SUBCONTRACTOR  
MANDATORY BIDDER RESPONSIBILITY CRITERIA**

NE 3rd Avenue Bridge Seismic Retrofit Project

PROJECT No. T1010

**PROJECT NAME**

**PROJECT NUMBER**

Conway Construction Company

**GENERAL CONTRACTOR**

***Prior to subcontracting any work, the Contractor shall verify that every Subcontractor, first tier and lower, meets the responsibility criteria stated below at the time of subcontract execution. Contractor is to verify that there are not any of the proposed Subcontractors on the 'Debarred Contractors' List.***

**Condon-Johnson & Associates, Inc. Rick Hanke 6/29/2020**

Digitally signed by Rick Hanke  
DN: cn=US, e=rickhanke@condon-johnson.com, ou=Ccondon  
Johnson & Assoc., Inc., cn=Rick Hanke  
Date: 2020.06.29 08:44:50-0700

**SUBCONTRACTOR NAME & SIGNATURE OF OWNER OR CORPORATE OFFICER DATE**

9012 S 208th Street, Kent, WA 98031

425-988-2150

**SUBCONTRACTOR MAILING ADDRESS**

**PHONE NUMBER**

CONDOJA034N7

**WA DEPARTMENT OF LICENSING CONTRACTOR LICENSE REGISTRATION NUMBER**

301 368 804

**WA STATE UNIFIED BUSINESS IDENTIFIER NO. (UBI) / WA STATE TAX REGISTRATION NO.**

822, 569-00

**WA STATE LABOR AND INDUSTRIES WORKER COMPENSATION NUMBER**

000746380008

**WA STATE EMPLOYMENT SECURITY DEPT. NUMBER (UNEMPLOYMENT NUMBER)**

94-2248694

**EXCISE TAX REGISTRATION NUMBER (FEDERAL ID NUMBER)**

N/A

**ELECTRICAL CONTRACTOR LICENSE NUMBER (if applicable)**

**SPECIALTY SUBCONTRACTOR PRE-QUALIFICATION**  
 TO BE SUBMITTED WITH THE BID PROPOSAL  
**Project: CITY OF CAMAS - 3<sup>RD</sup> AVENUE BRIDGE SEISMIC RETROFIT**  
**GROUND IMPROVEMENT CONSTRUCTION**  
 Refer to Special Provision Section 8-05 for Project Requirements

Name of Specialty Subcontractor: PLI Systems, Inc.

The last five projects completed or substantially completed by our company involving similar construction work are as follows:

1. Project Name: Hampton Inn  
 Dollar amount of Contract: \$ 255,389  
 Owner: Genereal Contractor: 3CD OR, LLC  
 Owner's Representative: Chris Humphries  
 Phone: 503-312-7232  
 Email Address: chris@3cdllc.com  
 Contractor's Superintendent on this Project: Sam Bandimere  
 Brief Description of Project Scope: Interior slab of new 5 story building had settled 1" to 12" due to poor soil compaction. The exterior wall also settled. We injected grout to densify the soil in both the interior and exterior.  
We also re-levelled the floor slab. Managed by Sam Bandimere.
  
2. Project Name: I-565 Bridge Stabilization Project 99-502-424-565-401  
 Dollar amount of Contract: \$ 650,000.00  
 Owner: Alabama DOT  
 Owner's Representative: Scott Overby  
 Phone: 334-353-6449  
 Email Address: overbys@dot.state.al.us  
 Contractor's Superintendent on this Project: Sam Bandimere  
 Brief Description of Project Scope: Stabilized two bridges extended piles to to bedrock using compaction grouting  
Managed by Sam Bandimere
  
3. Project Name: Mission Bridge Seizmic Upgrade Contract 0425-06  
 Dollar amount of Contract: \$ 520,000.00  
 Owner: Trans Link Transportation Authority Ref. Q7-0010