

Kelso City Council Agenda

Special Council Meeting, 5:00pm

August 6, 2013

Council Chambers

203 S. Pacific

Kelso, WA 98626



Special accommodations for the handicapped and hearing impaired are available by arrangement through the City Clerk's Office at 360-423-0900

Call to Order:

1. Approve Minutes:

1.1. July 16, 2013-Regular Meeting

2. Council Business

2.1. Lease Agreement – Chamber Visitor Center

2.2. Contract – Recycling Grant

2.3. Contract – Ayers and Harris Streets Sewer Replacement

3. Other Items:

Adjournment:

Pastor Jerry Dahlke, North Gate City Church, gave the invocation. Mayor David Futcher led the flag salute. The Regular Meeting of the Kelso City Council was called to order by Mayor David Futcher. Councilmembers in attendance were: Futcher, Lefebvre, Archer, Myers, Roberson, Schimmel and McDaniel.

Minutes: Upon motion by Councilmember Schimmel, seconded by Councilmember Lefebvre, 'Approve the Minutes of the 7/02/13 Regular Meeting,' motion carried, all voting yes.

PRESENTATION:

Medal of Valor: City of Kelso Chief of Police Andrew Hamilton gave a presentation in honor of the City of Kelso police officers that were involved in the incident of March 2, 2013. Officer Ralph Hines received the Medal of Valor and the Purple Heart Award. Other officers receiving awards were: Khembar Yund, Mark Berglund and Beebe McFall.

CONSENT AGENDA:

1. **Street Closure** – September 7, 2013, Highlander Festival Parade
2. **Street Closure** – September 7, 2013, Iron Horse Festival
3. **Street Closure** – August 11, 2013, Motorcycle Show
4. **Auditing of Accounts:** \$1,522,352.70

Upon motion by Councilmember Roberson, seconded by Councilmember McDaniel, 'Approve the Consent Agenda and the Auditing of Accounts in the amount of \$1,522,352.70,' motion carried, all voting yes.

CITIZEN BUSINESS:

Pathways 2020 Director Paul Youmans presented the Cowlitz County 2013 Community Report Card for the Council to review. He spoke about the many opportunities there are for people who want to help improve the health of the community.

Jim Hill, 1100 North 22nd Avenue, spoke about the 4th of July block party that was held in his neighborhood. He commented that there were dangerous fireworks used at the party.

COUNCIL BUSINESS:

Department of Ecology Remedial Action Grant – Brownfield site, 1124 North Pacific Avenue: City Manager Steve Taylor commented that this item is to be removed

from the agenda. The City is waiting for DOE to give its approval on the final draft of the contract.

HOME 2013 Project Allocation Amendment: Upon motion by Councilmember Schimmel, seconded by Councilmember McDaniel, ‘Approve the amendment to include the amount of \$1,970.32 to Lower Columbia Community Action Program as part of the 2013 HOME funding.’ Motion carried, all voting yes.

MOTION ITEMS:

Ordinance No. 13-3800 – Investment of Funds Policy Chapter 3.38 Amendment:

The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Archer, ‘Adopt Ordinance 13-3800, ‘AN ORDINANCE OF THE CITY OF KELSO, WASHINGTON ADDING A NEW CHAPTER 3.38 TO THE KELSO MUNICIPAL CODE ESTABLISHING PROCEDURES FOR THE INVESTMENT OF CITY FUNDS,’ motion carried, all voting yes.

Ordinance No. 13-3801 – Utility Business & Occupation Tax: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Roberson, seconded by Councilmember Archer, ‘Adopt Ordinance No. 13-3801, ‘AN ORDINANCE OF THE CITY OF KELSO AMENDING KMC 5.05.120 TO DECREASE WATER UTILITY BUSINESS TAX RATES FROM TWENTY PERCENT TO EIGHTEEN PERCENT FOR WATER PROVIDERS,’ motion carried, all voting yes.

Ordinance No. 13-3802 – 2012 International Building Codes & 2012 Fire Code

Adoption: The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Lefebvre, seconded by Councilmember Roberson, ‘Adopt Ordinance No. 13-3802, ‘AN ORDINANCE OF THE CITY OF KELSO AMENDING ORDINANCE 10-3734, CODIFIED AS KMC CHAPTER 15.03, TO REPLACE THE VARIOUS 2009 INTERNATIONAL BUILDING CODES AND 2009 INTERNATIONAL FIRE CODE WITH THE 2012 EDITION OF THE INTERNATIONAL BUILDING CODES AND 2012 INTERNATIONAL FIRE CODE RECENTLY ADOPTED BY THE WASHINGTON STATE BUILDING CODE COUNCIL AS SET FORTH HEREIN,’ motion carried, all voting yes.

Ordinance No. 13-3803 (Emergency Adoption) – Cannabis Land Use Moratorium:

The Deputy Clerk read the proposed ordinance by title only. Upon motion by Councilmember Archer, seconded by Councilmember Myers, ‘Adopt Ordinance No. 13-3803, ‘AN ORDINANCE OF THE CITY OF KELSO RELATING TO LAND USE ADOPTING A SIX MONTH MORATORIUM WITHIN THE CITY ON THE ESTABLISHMENT, LOCATION, OPERATION, LICENSING, MAINTENANCE, OR CONTINUATION OF MARIJUANA RELATED USES, INCLUDING MARIJUANA

COLLECTIVE GARDENS AND MARIJUANA PRODUCERS, PROCESSORS, AND RETAILERS, DECLARING AN EMERGENCY, AND SETTING A DATE FOR A PUBLIC HEARING ON THE MORATORIUM, AND PROVIDING THAT THE MORATORIUM WILL TAKE EFFECT IMMEDIATELY UPON PASSAGE.’ City Attorney Janean Parker briefed the Council on the background and the emergency nature of the temporary zoning ordinance. Lengthy discussion followed. Councilmembers Lefebvre, Myers, Schimmel, McDaniel, Roberson and Archer voted yes. Mayor Fletcher voted no. Motion passed 6 to 1.

Resolution No. 13-1092 – Investment Policy: The Deputy Clerk read the proposed resolution by title only. Upon motion by Councilmember McDaniel, seconded by Councilmember Lefebvre, ‘Pass Resolution No. 13-1092, ‘A RESOLUTION OF THE CITY OF KELSO, WASHINGTON ESTABLISHING A POLICY FOR THE INVESTMENT OF CITY FUNDS,’ motion carried, all voting yes.

MANAGER’S REPORT:

Steve Taylor: 1) Announced that the next regular council meeting will be held on August 6th at Tam O’ Shanter Park during the National Night Out event. He commented that there will be contract awards to be discussed at the meeting. 2) Provided a brief update on the security gate issue at the Library. 3) He commented that the proposed lease agreement for the visitor center will be brought to Council at the August 6th meeting. Due to the acoustic issue during the meeting at the park, Councilmember McDaniel suggested that a special meeting be scheduled to conduct the council business regarding the contracts and lease agreement. Upon motion by Councilmember Schimmel, seconded by Councilmember McDaniel, ‘Schedule the special meeting for July 30th.’ Discussion followed. Upon motion by Councilmember Roberson, seconded by Councilmember Schimmel, ‘Amend the motion to schedule the special meeting from July 30th to August 7th.’ Further discussion ensued. It was determined by consensus of the Council that the special meeting will be held on August 6th at 5:00 p.m. at city hall.

STAFF REPORTS:

Finance Director Brian Butterfield: 1) Reported that the state auditor’s field work is complete and that it resulted in no findings. An exit audit has yet to be scheduled. 2) Commented that City of Kelso Retired Firefighter Larry Halladay recently passed away.

COUNCIL REPORTS:

Dan Myers: No report.

Rick Roberson: No report.

Gary Schimmel: No report.

Todd McDaniel: No report.

Gary Archer: Spoke about people not following the leash law on the Kelso dikes.

Kim Lefebvre: No report.

David Futcher: No report.

There being no further business, Mayor Futcher adjourned the meeting at 6:55 p.m.

MAYOR

CITY CLERK

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Visitors Center Lease and Operating Agreements with Kelso Longview Chamber of Commerce

Agenda Item: _____

Dept. of Origin: _____ City Manager _____

For Agenda of: _____ August 1, 2013

Originator: _____ Administration - City Manager _____

PRESENTED BY:

Steve Taylor

City Attorney: **Janean Parker**

City Manager: **Steve Taylor**

Agenda Item Attachments:

- 105 Minor Road Lease Agreement with Kelso Longview Chamber of Commerce
- Visitor Center Operating Lease Agreement

SUMMARY STATEMENT:

The City is in the process of replacing the previous Visitors Center and Tourism structures with a new 42' x 48' modular structure that is scheduled for completion by September 30th. The new structure is being financed with City Lodging Tax funds, a Rural Economic Public Facilities grant from Cowlitz County, and a contribution up to \$100,000 from the Kelso Longview Chamber of Commerce. The Visitors Center is expected to open during the first or second week of October.

One of the attached agreements authorizes a pre-paid lease arrangement with the Chamber to move its general offices to the 105 Minor Road location. A monthly drawdown of the Chamber's \$100,000 contribution that incorporates the general expenses and fair market value of the lease will occur between October 2013 and December 2021 (\$1,012.72 per month for 8 years and 3 months). The Chamber's leased area includes approximately 800 square feet (or 40%) of the interior space. As a term of the lease, the Chamber will be responsible for operating and managing the Visitors Center and keep it open regular hours, seven days a week. Utilities and other operating expenses will be paid monthly by the Chamber, but expenses allocable to the Visitors Center will be reimbursed by the City through the Visitors Center annual operating budget recommended by the Lodging Tax Advisory Committee and approved by the City Council.

A separate Visitors Center Operating Agreement is attached for consideration. Upon approval, the Operating Agreement will be an Exhibit included in the Lease Agreement. The Operating Agreement term runs identically with the Lease and identifies a scope of services to be performed as well as

insurance requirements, procedures for the submission of the annual budget and how operating costs for the structure will be allocated to the Visitors Center, and what happens in the case of (1) default, (2) termination of the Agreement, and (3) required actions if the City chooses to not fund the Visitors Center. The preliminary budget estimate for operating the Center in 2014 is \$50,000 and includes an increase in the monthly general management/administrative fee to the Chamber from \$1,250 to \$1,500 starting January 1st.

Approval of these agreements will generally bind the City and Chamber together for the next eight years in a partnership that both continues to operate the Visitors Center as has been historically performed and the promotion of Kelso tourism and businesses. The City looks to expand these partnerships to include other agencies and organizations that can benefit from the new investment at the 105 Minor Road location and assist in defraying future operating expenses.

RECOMMENDED ACTION:

Move to approve the Lease Agreement for 105 Minor Road and the Visitors Center Operating Agreement between the City and the Kelso Longview Chamber of Commerce, and authorize the City Manager or his designee to execute all applicable documents.

Lease Agreement between

City of Kelso

and

Kelso-Longview Chamber of Commerce

This Lease Agreement is dated _____, by and between the City of Kelso, a municipal corporation (“the City”) and the Kelso-Longview Chamber of Commerce, a _____, (“Lessee”)

Whereas, the City leases property at 105 Minor Road, Kelso, Washington 98626, upon which it has the right to and is constructing a modular office structure at totaling approximately two thousand (2,000) square feet of interior office space (“Property”), and

Whereas, Lessee has agreed to contribute funds, along with the City and Cowlitz County, to purchase and install the modular structure, and to prepare the Property for use, provided such funds shall constitute prepayment of rent as set forth herein; and

Whereas, Lessee desires to lease a portion of the Property from the City for office space to conduct general business operations and regional tourism marketing, and

Whereas, the City desires to operate its regional Visitor’s Center at the Property and has, by separate agreement, contracted with Lessee to operate the regional Visitors Center from the Property;

Now therefore, in consideration of the following terms and conditions, the City and Lessee agree as follows:

1. **Leased Premises.** The City hereby agrees to lease to Lessee and Lessee hereby agrees to lease from the City, upon the terms and conditions set forth herein, office space consisting of approximately 800 square feet (or approximately 40%) within the modular structure, located at 105 Minor Road, Kelso, Washington 98626, together with rights of ingress, egress, use of parking areas, and all common areas (hereafter, “Premises”). The 800 square feet shall include the three offices and a portion of the reception area as noted on Exhibit A, attached hereto and incorporated hereby; except that Lessee agrees to reserve space of at least 10’ by 10’ within one of the 14’ x 12’ offices for use by Cowlitz County or City staff members authorized to conduct tourism-related work from the space and as may be more particularly described within a separate operating agreement.
2. **Term.** The initial term of this Agreement shall commence October 1st, 2013 and terminate December 31, 2021.
3. **Use of Premises.** Lessee may use the Premises to conduct its general business operations and other tourism promotion and economic development related activities, or other uses as mutually agreed by the parties.

4. **Lease Payments.**
 - a. Lessee shall pay to the City during the term of the Agreement rent for the Premises in the amount of \$1.00 per square foot or \$800.00 per month, plus applicable leasehold excise tax under RCW 82.29, which is currently 12.84% or \$102.72, due on the first day of each month.
 - b. In addition to the monthly rent, Lessee shall pay \$10.00 per month for insurance, and \$100.00 per month for exterior common area maintenance expenses representing Lessee's pro rata share of such expenses.
 - c. Lessee agrees to contribute funds in the amount of One Hundred Thousand Dollars (\$100,000) to City for the purchase and installation of the structure and other necessary capital improvements on the property. This contribution shall establish a pre-paid lease bank to be drawn down monthly on the 1st day of each month in the amount of \$1,012.72, for payments due under (a) and (b) above.
 - d. The pre-paid lease bank shall be drawn down for lease payments and charges due under this lease agreement for the Premises. The pre-paid lease bank shall not be drawn down for space being used by Lessee for the operation of the Visitors Center portion of the Property or other tourism promotion-related users occupying the Property, as may be set forth by separate agreement.
 - e. The City shall provide a statement of the drawdown and remaining balance at least once per quarter by either postal service or electronic mail, and at the request of Lessee.
5. **Additional Consideration.** Lessee agrees to operate the regional Visitors Center for the City as a condition of this Agreement, in accordance with the terms of a separate operating agreement and so long as the City provides financial support for such operations as set forth in the separate agreement, which is attached hereto as Exhibit "B". In the event City no longer provides funding for the Visitors Center operations as provided by the separate operating agreement, then (1) the Lessee will not be obligated to operate the Visitors Center, and (2) the Lessee shall retain its ability to lease the Premises and conduct general business operations through the remaining term of this Lease Agreement, so long as Lessee is not in default and is otherwise in compliance with the terms of this Lease Agreement, and (3) the Lessee shall have the right to terminate this lease agreement.
6. **Operating Costs.** Lessee shall be responsible for maintaining and paying all costs related to the interior common area maintenance and operation of the constructed structure and including but not limited to utilities (water, sewer, sanitation, stormwater, electricity, etc.), cleaning, and repairs. Provided however, that the City shall pay a pro rata share of these costs to the Lessee for that portion of costs allocable to the operations of the Visitors Center and other City uses, which portion shall be negotiated and set forth within a separate operating agreement which is attached hereto as Exhibit "B" between City and Lessee.
7. **Exterior Maintenance.** City shall be responsible for maintaining and paying all costs related to the exterior common area maintenance of the constructed structure and the site improvements present on the Property at the commencement of this Agreement, including but not limited to parking areas, landscaping, and exterior paint and repairs. The responsibility of maintenance for future site

improvements not provided or installed by City shall be negotiated by City and Lessee as an addendum to this Agreement.

8. **Indemnification.** Lessee agrees to indemnify, defend, and hold the City harmless from any and all claims, costs, and expenses, including legal fees and costs incurred by the City in the defense of any claim arising from Lessee's use of the Premises or in the conduct of its business therefrom, or arising from any negligence of its agents, contractors, employees or invitees. Lessee hereby assumes all risk of damage to property or injury to persons in or about the Property from any cause, and Lessee hereby waives all claims in respect thereof against the City except for any claim arising out of the City's negligence or willful misconduct.

9. **Insurance.**

The Chamber shall procure and maintain for the duration of the Agreement, insurance described below against claims for injuries to persons or damage to property which may arise from or in connection to Lessee's use of the premises under this Agreement.

A. **Commercial General Liability** insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and shall cover liability arising from premises, operations, independent Chambers, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide Aggregate Products-Completed Operations coverage. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Chamber's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

B. **Personal Property Insurance.** Lessee shall obtain and bear the expense of insuring Tenant's personal property, including but not limited to Lessee's furniture, fixtures, leasehold improvements, equipment, and inventory in the amount of full replacement costs.

C. **Waiver of Subrogation.** The insurance coverage required by this section shall contain a clause whereby the insurer waives all rights of subrogation against the City with respect to losses payable under such policies. Lessee waives any and all right of recover against the City, or against the officers, officials, employees, agents, and representatives of the City, for any loss of or damage to Lessee or its property if and to the extent that such loss or damage is subject to coverage under any insurance policy in force at the time of such loss or damage or is supposed to be subject to such

coverage per the terms of this Agreement. Any applicable deductible amount shall be treated as though it were recoverable under such policies.

D. **City Insurance Coverage.** The City shall maintain appropriate property and general liability insurance for its interests in the Structure, the Property, and the Premises, and shall deliver appropriate evidence to Lessee as proof that adequate insurance is in force. Lessee shall receive advance written notice from the insurer prior to any termination of such insurance. The Parties agree that the City's membership in and coverage through its municipal risk pool, Washington Cities Insurance Authority, satisfies the terms of coverage required in this paragraph.

10. **Default and Termination.**

- a. **Lessee Default.** The following circumstances shall be an event of default:
- i. Lessee fails to fulfill any lease obligation or term by which Lessee is bound under this Lease Agreement;
 - ii. Lessee's default of the Visitor Center Operations Agreement;
 - iii. Lessee's termination of the Visitor Center Operations Agreement unless such termination occurs pursuant to the City's default of that Agreement or the City's failure to fund the Visitor Center;
 - iv. Lessee fails to cure any financial obligation within 30 days (or any other obligation within 30 days; provided however that if the breach requires longer than 30 days to cure, Lessee fails to start curing within 30 days) after written notice of such default is provided by the City to Lessee.

Subject to any governing provisions of law to the contrary, in the event of Lessee's default, the City may terminate the Lease, and retain any prepaid lease payments remaining. In the alternative, the City may elect to cure any default and the cost of such action shall be added to Lessee's financial obligations under this Lease. Lessee shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by the City by reason of Lessee's defaults. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

- b. **City Default.** The City shall be in default of this Lease if the City fails to fulfill any lease obligation or term by which the City is bound within 30 days after written notice of such default is provided by Lessee to the City; provided however that if the breach requires longer than 30 days to cure the City starts curing within 30 days. Subject to any governing provisions of law to the contrary, in the event of a default, Lessee may abate the rent for the portions of the Premises rendered unusable for Lessee's purposes, or may terminate the lease if Lessee's use and occupancy of the Premises or a material portion thereof are interfered with, prevented, or made dangerous. In the alternative, Lessee may elect to cure any default and the cost of such action shall be reimbursed by the City. If the City fails to reimburse Lessee on demand for any sum it owes Lessee, the amount may be deducted by Lessee from the next or succeeding payments of rent.

- c. **Termination.** In the event the City terminates the Agreement for Lessee’s default or in the event the Lessee terminates the Agreement without cause, City shall retain the remaining balance of the pre-paid lease amount. In the event the Lessee terminates the Agreement for City’s default, or because the City no longer provides funding for the operation of the regional Visitors Center, the Lessee may terminate this Agreement and in the event of such termination, shall be refunded any remaining balance of the pre-paid lease amount.
- d. **Remedies.** Either party, in the event of a default by the other, may exercise any right or remedy available in law or equity.

11. **Notices.** All notices required or desired by be given by the City or Lessee shall be in writing and shall be deemed delivered on actual delivery or three postal delivery days after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed as follows:

<i>To City</i>	<i>To Lessee</i>
City Manager City of Kelso 203 S. Pacific #217 P.O. Box 819 Kelso, WA 98626	Kelso-Longview Chamber of Commerce _____ _____ _____

12. **Destruction or Condemnation of Premises.** If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Lessee’s use of the Premises in a normal manner, and if the damage is reasonably repairable within ninety days after the occurrence of the destruction, and if the cost of repair is less than \$10,000.00, the City shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within ninety days, or if the cost of repair is \$10,000.00 or more, then either party shall have the right to terminate the agreement, and if so terminated, then any remaining balance of prepaid rent that has not been drawn in the prepaid lease bank shall be paid to Lessee. Lessee shall give City immediate notice of any damage to the Premises.

13. **General Provisions.**

- a. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

- b. Redelivery of Premises. Lessee agrees to redeliver to City the physical possession of the Premises at the end of the term of this Lease, or any extension of this Lease, in good condition, excepting reasonable wear and tear, and damage by fire or from any other cause not attributable to the willful or negligent act of the Lessee, or its employees, agents, invitees, or visitors.
- c. Lessee shall not sublease, assign, transfer, or encumber any of Lessee's rights in and to this Lease Agreement or any interest therein, nor license or permit the use of the rights herein in whole or in part, without the prior written consent of the City.
- d. This Agreement represents the entire agreement between the City and the Lessee relative to leasing the Premises.
- e. No provisions of this Agreement may be amended or modified except by written agreement signed by the Parties.
- f. The parties agree that all provisions herein shall bind and inure to the benefit of the parties and their respective heirs, legal representatives, successors, and assigns.
- g. Each individual executing this Agreement on behalf of said party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party.
- h. This Lease may be executed in counterpart and each counterpart constitutes an original document. Signatures transmitted electronically or by facsimile shall be deemed valid and binding on the parties
- i. Attorney's fees. In the event of any litigation related to this Agreement, the prevailing party shall be entitled to an award of reasonable legal fees and costs.
- j. If any portion of this Lease shall be held to be void, invalid, or unenforceable for any reason by a court of competent jurisdiction, the remaining portions of the Lease shall continue to be valid and enforceable.

<p>City: City of Kelso</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Lessee: Longview-Kelso Chamber of Commerce</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Approved as to Form:

Janean Z. Parker, City Attorney

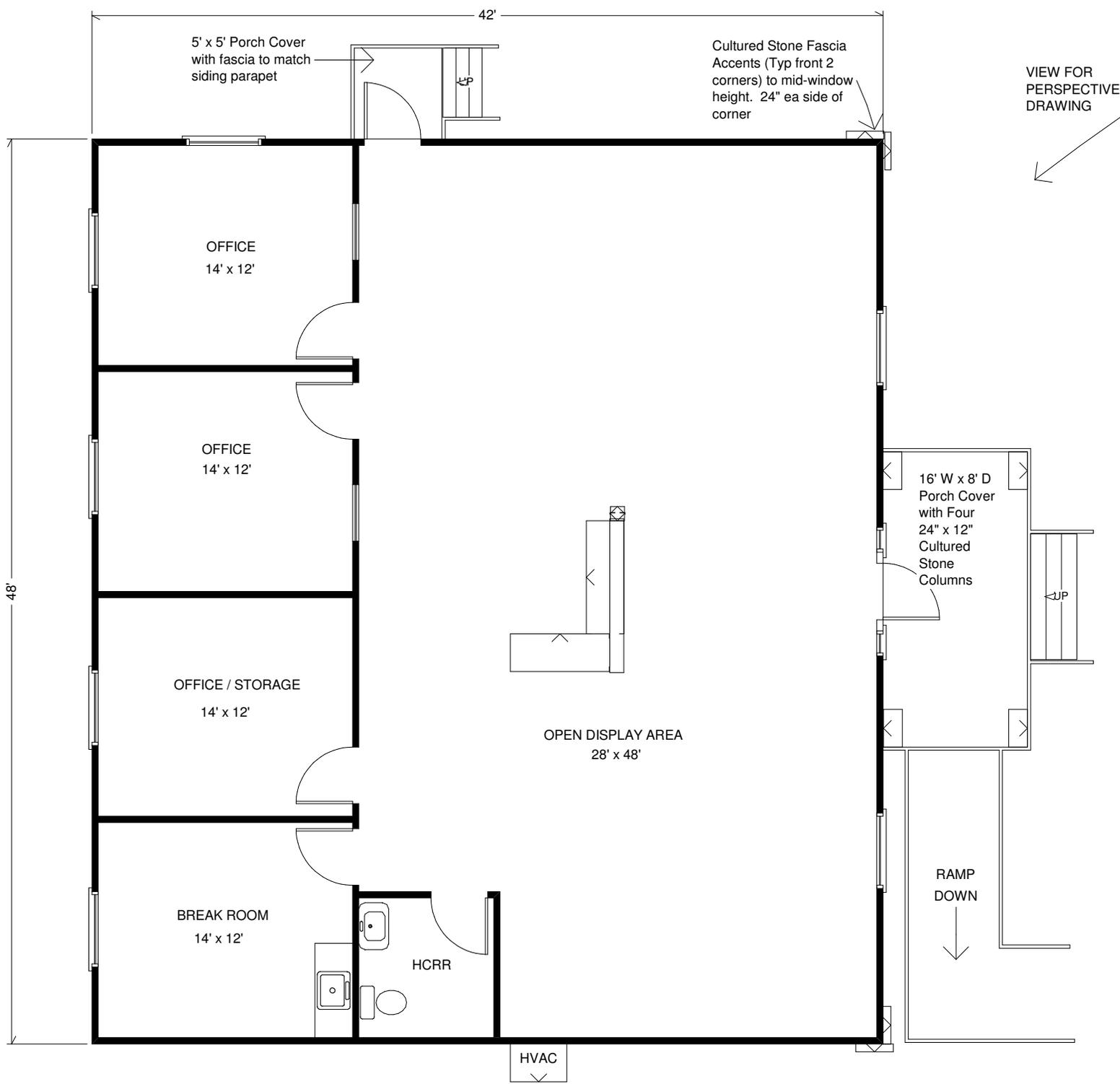
Date: _____

Exhibit A

105 Minor Road Floor Plan

Exhibit B

Visitors Center Operating Agreement



VIEW FOR
PERSPECTIVE
DRAWING

42' x 48' KELSO VISITOR CENTER
 FLOOR PLAN - REVISION #4 -
 FOR PERSPECTIVE DRAWING

April 25, 2013

PROFESSIONAL SERVICES OPERATIONS AGREEMENT
FOR OPERATION OF KELSO VISITOR CENTER

This Operations Agreement (“Agreement”) is dated effective this _____ day of _____, 20___. The parties (“Parties”) to this Agreement are the City of Kelso, a Washington municipal corporation (“City”), and the Kelso-Longview Chamber of Commerce, a _____ (“Chamber”).

Whereas, the City leases real property at 105 Minor Road, Kelso, Washington 98626, upon which it has the right to and is constructing a modular office structure totaling approximately two thousand (2,000) square feet of interior office space; and

Whereas, the Chamber, by separate agreement, leases a portion of the premises, which is agreed to be forty percent (40%) of the interior office space, from the City for office space to conduct general Chamber business operations and regional tourism marketing; and

Whereas, the City intends to operate its regional Visitor Center from the premises in the remaining sixty percent (60%) of the interior office space and desires to have the Chamber operate the Visitor Center at the premises; and

Whereas, the parties wish to set forth the terms and conditions under which the Chamber will operate the City’s Visitor Center;

NOW, THEREFORE, in consideration of the terms and condition set forth herein, the City and the Chamber agree as follows:

1. SERVICES.

1.1 The Chamber agrees to furnish all personnel, materials, and services and to otherwise do all things necessary for or incidental to the performance of the work set forth below and more particularly described in Attachment “A,” attached hereto and incorporated by this reference (“Services”).

Operate the City’s Visitor Center at 105 Minor Road in Kelso during established business hours, staffing the Visitor Center reception counter, answering telephones and inquiries of the public related to tourism and tourist-related facilities in Kelso and the surrounding area, maintain the tourist information exhibits and displays within the Visitors Center, and such other duties and responsibilities as are set forth in Attachment A.

1.2 Compliance With Laws. All duties of the Chamber or designees shall be performed in accordance with all applicable federal and state laws and city ordinances as now existing or hereafter adopted or amended.

1.3 The Chamber shall control and direct the performance of the work. The City reserves the right to inspect, review and approve the work to assure that it has been completed as specified prior to payment.

1.4 Performance Standard. All duties by the Chamber or designees shall be performed in a manner consistent with accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by this Agreement and pursuant to the direction of the City Manager or designee.

2. TERM.

The Term of this Agreement shall commence on October 1st, 2013 and shall continue until December 31st, 2021, unless terminated earlier as provided herein. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Chamber.

3. DEFAULT AND TERMINATION.

3.1 The following circumstances shall not be an event of default:

(a) The City ceases to budget funds to operate the Visitor Center, or

(b) The City funds the operation of a Visitor Center at a location other than the facilities at 105 Minor Road, or

(c) The City terminates the services of the Chamber and engages a different service provider to operate the Visitor Center at 105 Minor Road.

3.2 These events shall not be an event of default under this Agreement. In these circumstances, the City may terminate this Agreement upon ninety days written notice to the Chamber. If the City terminates this Agreement for these causes, the Chamber may elect to keep all rights and obligations under separate lease agreement, including the right to lease space at 105 Minor Road, or to terminate the lease Agreement with the City and receive back from the City the balance of any pre-paid lease amount. City shall pay for all services rendered and the City's pro rata share of interior common area maintenance and operation costs of the Visitors Center up to the date of termination.

The City's failure to pay for services rendered or failure to meet its obligations under this Agreement shall be an event of default. In the event of the City's default, the Chamber's sole remedy is to recover amounts owed for services rendered and maintenance and operation costs incurred. In addition, the Chamber may terminate agreement. Under these circumstances, the Chamber keeps all rights under its separate lease agreement with the City, including right to lease space at 105 Minor Road.

3.3 The Chamber's failure to perform the services set forth in this Agreement or its failure to meet its obligations under this Agreement shall be an event of default.

In the event of a default, the City may recover its damages and the City may terminate the Agreement.

- 3.4 The Chamber's operation of the Visitor Center is a condition of the Chamber's lease of space under a separate lease agreement. In the event the Chamber is in default under this Agreement, or otherwise terminates this Agreement for any reason but City's default or the City's failure to fund the Visitor Center, the City may terminate the Lease Agreement and retain prepaid lease payments made under that Agreement.

4. COMPENSATION.

4.1 In consideration of the Chamber performing the Services, the City agrees to pay the Chamber a base monthly management fee of \$1,250.00 for administering the Services, and, additionally, an amount determined annually following the Chamber's submittal and the City's approval of a budget ("Budget") delineating the operating costs of the Visitors Center. The Budget will be submitted to the City's Lodging Tax Advisory Committee following the Committee's annual call for projects. The City's legislative body receives the Committee's Budget recommendation and either approves, amends, or rejects the Budget. The City will be considered in breach of this Operating Agreement in the instance where either no or inadequate funding is approved for the Chamber to perform the Services described in Attachment "A".

4.2 Compensation Rates. The rate of compensation shall be adjusted as follows:

City shall pay the Chamber a base monthly fee of \$1,250.00 for the above-specified Services through December 31st, 2013. The base monthly fee shall be increased to \$1,500.00 beginning January 1st, 2014 through Dec 31st 2015, after which adjustments to the fee may be agreed to in the annual Budget taking into consideration changes to the Consumer Price Index over the previous Budget period and the general fiscal state of the City's Hotel/Motel Tax Fund.

Additionally, the City shall pay a flat monthly fee for the City's pro rata share of interior common area maintenance and operation costs of the Visitors Center including but not limited to utilities (water, sewer, sanitation, stormwater, electricity, etc.), telecommunications, services cleaning, repairs, and general office supplies. Such payments shall be determined and adjusted in the following manner: Chamber shall submit the annual Budget described in 4.1 for the upcoming year which shall include the interior common area maintenance and operation costs. The proportion of shared maintenance and operation costs allocated to the Visitors Center within the Budget should be based upon reasonable estimates of usage given the square footage of the structure, hours of operation, and hours worked by employees within the structure. The Chamber shall submit the budget to the City by August 1st of each year

for the City's review and comment. The City shall pay 1/12 of its pro rata share of the budgeted amount each month. At the conclusion of the year, the Chamber shall provide the City with an accounting of actual costs incurred and documentation of the reasons for any costs in excess of the budgeted amount. In the event the City's payments exceeded its pro rata share of actual costs incurred, that amount will be deducted from the calculation the following year. In the event the City's payments did not reach its pro rata share of actual costs incurred, that amount will be added to the calculation the following year.

4.3 Method of Payment. Payment by the City for the Services will be made in accordance with the procedures set forth in the agreement between the City and Chamber for the distribution and use of Lodging Tax funds.

4.4 Chamber Responsible for Taxes. The Chamber shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of performance and payment under this Agreement.

5. REPRESENTATIONS.

5.1 The Chamber warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

6. INDEPENDENT CONTRACTOR.

6.1 It is the intention and understanding of the Parties that the Chamber shall be an independent contractor. The Chamber or his or her employees or agents performing under this Agreement are not employees or agents of the City. The Chamber will not hold himself or herself out as nor claim to be an officer or employee of the City. The Chamber will not make any claim of right, privilege, or benefit which would accrue to an employee under law. The City shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Chamber shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the Chamber shall not be deemed to convert this Agreement to an employment contract.

6.2 It is recognized that the Chamber may or will be performing professional services during the term for other parties and that the City is not the exclusive user of the Chamber's services; provided, however, that the performance of other professional services shall not conflict with or interfere with the Chamber's ability to perform the Services. The Chamber agrees to resolve any conflict in favor of the City.

7. INDEMNIFICATION.

7.1 Chamber Indemnification. The Chamber shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims,

injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the City.

7.2 City Indemnification. The City shall defend, indemnify and hold the Chamber, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the Chamber.

7.3 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Chamber and the City, its officers, officials, employees, and volunteers, the Chamber's liability hereunder shall be only to the extent of the Chamber's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Chamber's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INSURANCE.

The Chamber shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Chamber, their agents, representatives, employees or committees.

8.1 Minimum Scope of Insurance. Chamber shall obtain insurance of the types described below:

A. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and shall cover liability arising from premises, operations, independent Chambers, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide Aggregate Products-Completed Operations coverage. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Chamber's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

B. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

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

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

C. The City shall provide and maintain adequate property and general liability insurance coverage as referenced in Section 9(D) of the lease agreement, in which this Operating Agreement is incorporated, for the structure, property, and premises in and on which the operations of the Visitor Center shall occur.

8.3 Verification of Coverage. Chamber shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Chamber before commencement of the work.

9. EQUAL OPPORTUNITY EMPLOYER.

In the performance of all Services under this Agreement, the Chamber, or its employees, agents, subcontractors or representatives, shall not discriminate against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental, or physical handicaps, based upon a bona fide occupational qualification in relationship to hiring and employment. The Chamber shall comply with the Washington Law Against Discrimination (Chapter 49.60 RCW) and with any other applicable federal or state law or local ordinance regarding non-discrimination. Any material violation of this provision shall be grounds for immediate termination of this Agreement by the City and, in the case of the Chamber's breach, may result in ineligibility for further City agreements.

10. INTELLECTUAL PROPERTY.

10.1 Warranty of Noninfringement. Chamber represents and warrants that the Chamber is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Chamber further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.

10.2 Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall

be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

11. CONFIDENTIALITY.

The Chamber agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Chamber agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.

12. WORK PRODUCT.

All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Chamber while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Chamber shall deliver all copies of any such work product remaining in the possession of the Chamber to the City.

13. BOOKS AND RECORDS.

The Chamber agrees to maintain books, records, and documents that sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

14. GENERAL PROVISIONS.

14.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

14.2 Modification. No provisions of this Agreement may be amended or modified except by written agreement signed by the Parties.

14.3 Full Force and Effect. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

14.4 Assignment. Neither the Chamber nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

14.5 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

14.6 Attorney Fees. In the event either party brings a lawsuit to enforce the terms of this Agreement, or arising from a breach of this Agreement, the prevailing party shall be entitled to its costs and attorneys' fees for bringing or defending against the action.

14.7 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

14.8 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

14.9 Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Cowlitz County, Washington.

14.10 Authority. Each individual executing this Agreement on behalf of the City and the Chamber represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Chamber or the City.

14.11 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

14.12 Performance. Time is of the essence of this Agreement in each and all of its provisions in which performance is a factor.

14.13 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.

14.14 Counterparts. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

Executed on the dates written below.

CHAMBER

CITY OF KELSO

By: _____
Printed Name: _____
Title: _____
Address: _____

Date: _____

Printed Name: _____
Title: _____
Address: _____

Date: _____

Approved as to form:

City Attorney

ATTACHMENT "A"

SCOPE OF SERVICES

The base of level of service required for the operation of the Visitors Center is described below:

- A. The Visitors Center will be open to the public between the hours of 8:00am and 5:00pm Monday through Friday and 9:00am and 5:00pm Saturday and Sunday. Weekend hours may be adjusted for seasonal activities. Exceptions to the established business hours are allowed for certain holidays, inclement weather, and unforeseen circumstances.
- B. Ensure the Visitor Center reception counter is adequately staffed and phone answered during established business hours.
- C. Respond to tourism-related inquiries made by the general public and direct visitors to tourist-related facilities in Kelso and the surrounding area.
- D. Maintain tourist information exhibits and displays within the Visitors Center in a professional and orderly manner.
- E. Provide for all administration of the Visitors Center including:
 - a) the hiring, training, and supervising of staff and volunteers for the promotion of tourism in Kelso and the surrounding area,
 - b) accounts payable and accounts receivable, and
 - c) implementation of the terms of the Operating Agreement.
- F. Prepare a tourism promotion strategy for Kelso, and implement those portions of the strategy within the constraints of the resources provided for tourism promotion by the City. Chamber staff, including the CEO and Project Manager, will participate in the implementation of the strategy. The onsite management, knowledge and experience of the additional staff will provide greater assistance in promoting Kelso and regional businesses and encouraging visitors and tourists to patronize local businesses and lodging establishments. The onsite management will also provide additional opportunities for the Visitors Center and Chamber in produce marketing products and/or programs to further tourist promotion.
- G. Other duties and responsibilities mutually agreed to by the City and the Chamber.

AGENDA SUMMARY SHEET

AGENDA ITEM: Authorize City
Manager Taylor to sign a grant
agreement with the Dept. of Ecology
for Kelso's recycling program.

SUBMITTED BY: Brian Butterfield

AGENDA ITEM # _____
FOR AGENDA OF: 8/6/13
ORIGINATING DEPT: Finance
DATE SUBMITTED: 7/31/13
COST OF ITEM: _____
AMT. BUDGETED _____
CITY ATTY. APPROVAL _____
CITY MGR. APPROVAL _____

AGENDA ITEM PAPERWORK:

See attached spreadsheet.

SUMMARY STATEMENT/DEPT. RECOMMENDATION:

The City applied for and received a grant from the Department of Ecology to help fund Kelso's recycling program. Ecology will provide up to \$35,906 in matching funds. The City's share of this program is \$11,969.

The grant period runs from 7/1/13 thru 6/30/15. Due to the delays in adopting the State budget the actual contract is still being drafted. By authorizing the City Managers signature, the City will be able to start incurring expenditures prior to receiving the grant contract.

Brian Butterfield

From: Olson, Don [OlsonD@co.cowlitz.wa.us]
Sent: Monday, July 22, 2013 8:33 AM
To: 'Sypher, David'; Gregg Hannon
Cc: Ramsey, Tami (ECY); Brian Butterfield
Subject: CPG 2013-2015 budget changes
 David and Gregg,

CPG has indicated that an additional \$48,346 is available in CPG \$ to Cowitz County. I will not be adjusting the County MRW program as it is a funding priority for the \$, as such initial grant funded county program needs (which all benefit from). As such I am making the additional \$ available to you based on your population distribution—as has been my practice. Original 2013-2015 dollars below:

Original

	City Population		8 QTRS	75% DOE	25% Local Match	Total Project \$
Kelso	11,930	0.24427		\$ 24,096.94	\$ 8,032.31	\$ 32,129.25
Longview	36,910	0.75573		\$ 74,553.06	\$ 24,851.02	\$ 99,404.08
Population	48,840	1		\$ 98,650.00	\$ 32,883.33	\$ 131,533.33

New Distribution

City Population		75% DOE	25% Local Match	Total Project \$
Kelso	11,930	0.24	35,906	\$ 11,969
Longview	36,910	0.76	111,090	\$ 37,030
Population	48,840	1.00	146,996	\$ 48,999
				\$ 195,995

Please follow up on Friday's email from Tami Ramsey requesting notification of your intent to amend pending grant. If you do not pursue the \$ let me know ASAP as I can put dollars to work on this end.
 Thanks.
 Don

Don Olson

7/22/2013

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Award Contract for:
Harris and Ayers Streets Sewer Replacement
Project Nos. 591306 & 591307

Agenda Item: _____

Dept. of Origin: Engineering/Community Dev

For Agenda of: August 6, 2013

PRESENTED BY:

Michael Kardas, P.E.
Community Development Director / City Engineer

Cost of Item: \$ 548,344.08

City Manager: Steve Taylor

AGENDA ITEM ATTACHMENTS:

Vicinity Map
Bid Tabulation

SUMMARY STATEMENT:

These sewer lines were identified as critical late last year due to identified flooding and blockage problems. The risk to health and safety made the replacement of these sewer line segments a higher priority than the projects currently listed on the 2012 Capital Improvement Plan.

The project consists of the construction of approximately 1,150 linear feet of 12-inch PVC sanitary sewer pipe, 633 linear feet of 8-inch sanitary sewer pipe, 1,600 linear feet of 6-inch sewer pipe (side sewers), 11 manholes, connection of the sanitary sewer pipe to new and existing manholes, and the connection of new side sewers in the public right-of-way.

Five responses were received and bids were opened on July 30, 2013. The bids ranged from \$548,344.08 to \$669,401.28. The low bidder is Advanced Excavating Specialists of Longview.

FINANCIAL SUMMARY:

The contract amount exceeds the available funds in the current Sewer Capital Fund budget. Money is available in the Water/Sewer Capital Reserve Fund. There will be a forthcoming budget amendment to transfer money from the Reserve to the Sewer Capital Fund.

RECOMMENDED ACTION:

Staff recommend Council make a motion to award the contract to Advanced Excavating Specialists of Longview, WA in the amount of \$548,344.08.

DRAWING: \\WALL\CAD\CIVIL_3D\PROJECTS\04271027\ACT\FIGURES AND EXHIBITS\VICINITY MAP.DWG, LAYOUT TAB: VICINITY MAP, PLOT DATE: 7/31/2013 10:38:08 AM, DRAWING SAVE DATE: 7/31/2013 10:37:15 AM, PLOTTED BY: KSTEWART
PLOT DEVICE: GIBBS & OLSON - DWG TO PDF.PLOT STYLE TABLE: GIBBS-OLSON_STANDARD.ctb, PAPER SIZE: GIBBS & OLSON - PLANSHEET A SIZE (PORTAIT) - 8.50 X 11.00 (INCHES)



**City of Kelso
Harris St. and Ayers St.
Sewer Line Replacement Project
Vicinity Map**

Ayers St./Harris St. Sewerline
Project # 591306 / 591307
Bid Tabulation - July 30, 2013

		COK / G&O											
Item No.	Description	Quan	Unit	Price	Amount	Nutter Corp. Vancouver, WA				RC Northwest Brush Prairie, WA			
1	Mobilization	1	LS	\$ 39,700.00	\$ 39,700.00	1	LS	\$ 61,273.83	\$ 61,273.83	1	LS	\$ 44,222.00	\$ 44,222.00
2	Project Temporary Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	1	LS	\$ 9,000.00	\$ 9,000.00	1	LS	\$ 2,500.00	\$ 2,500.00
3	Flaggers and Spotters	500	HR	\$ 45.00	\$ 22,500.00	500	HR	\$ 50.00	\$ 25,000.00	500	HR	\$ 51.70	\$ 25,850.00
4	Crushed Surfacing Top Course - CSTC	4,000	TON	\$ 25.00	\$ 100,000.00	4,000	TON	\$ 12.00	\$ 48,000.00	4,000	TON	\$ 14.75	\$ 59,000.00
5	HMA for Pavement Repair Cl. 1/2" PG 64-22	425	TON	\$ 110.00	\$ 46,750.00	425	TON	\$ 160.00	\$ 68,000.00	425	TON	\$ 176.00	\$ 74,800.00
6	Cement Concrete Pavement	50	SY	\$ 120.00	\$ 6,000.00	50	SY	\$ 215.00	\$ 10,750.00	50	SY	\$ 112.00	\$ 5,600.00
7	48-inch Sewer Manholes	11	EA	\$ 4,000.00	\$ 44,000.00	11	EA	\$ 4,000.00	\$ 44,000.00	11	EA	\$ 3,525.00	\$ 38,775.00
8	Foundation Material	25	CY	\$ 50.00	\$ 1,250.00	25	CY	\$ 90.00	\$ 2,250.00	25	CY	\$ 36.00	\$ 900.00
9	Shoring	1	LS	\$ 5,000.00	\$ 5,000.00	1	LS	\$ 3,500.00	\$ 3,500.00	1	LS	\$ 250.00	\$ 250.00
10	Connect to Existing Sewer Main	7	EA	\$ 2,000.00	\$ 14,000.00	7	EA	\$ 500.00	\$ 3,500.00	7	EA	\$ 1,620.00	\$ 11,340.00
11	Construction Surveying	1	LS	\$ 3,000.00	\$ 3,000.00	1	LS	\$ 8,000.00	\$ 8,000.00	1	LS	\$ 4,850.00	\$ 4,850.00
12	Abandonment of Existing Sewer Facilities	1	LS	\$ 10,000.00	\$ 10,000.00	1	LS	\$ 14,000.00	\$ 14,000.00	1	LS	\$ 12,000.00	\$ 12,000.00
13	Surface Restoration and Cleanup	1	LS	\$ 10,000.00	\$ 10,000.00	1	LS	\$ 2,500.00	\$ 2,500.00	1	LS	\$ 5,000.00	\$ 5,000.00
14	PVC Sanitary Sewer Pipe 6-inch	1,600	LF	\$ 45.00	\$ 72,000.00	1,600	LF	\$ 75.00	\$ 120,000.00	1,600	LF	\$ 59.00	\$ 94,400.00
15	PVC Sanitary Sewer Pipe 8-inch	633	LF	\$ 55.00	\$ 34,815.00	633	LF	\$ 82.00	\$ 51,906.00	633	LF	\$ 55.00	\$ 34,815.00
16	PVC Sanitary Sewer Pipe 12-inch	1,150	LF	\$ 60.00	\$ 69,000.00	1,150	LF	\$ 98.00	\$ 112,700.00	1,150	LF	\$ 62.00	\$ 71,300.00
17	Locate Side Sewers	54	EA	\$ 500.00	\$ 27,000.00	54	EA	\$ 200.00	\$ 10,800.00	54	EA	\$ 316.00	\$ 17,064.00
18	Concrete Curb	100	LF	\$ 25.00	\$ 2,500.00	100	LF	\$ 50.00	\$ 5,000.00	100	LF	\$ 40.00	\$ 4,000.00
19	Concrete Sidewalk	250	SY	\$ 80.00	\$ 20,000.00	250	SY	\$ 60.00	\$ 15,000.00	250	SY	\$ 75.00	\$ 18,750.00
Sub Total					\$532,515.00			\$615,179.83			\$525,416.00		
8% Sales Tax					\$42,601.20			\$49,214.39			\$42,033.28		
Contract Amount					\$575,116.20			\$664,394.22			\$567,449.28		

		Landis & Landis Marylhurst, OR				PR Worth Kelso, WA				Advanced Excavating Specialists (AES) Longview, WA			
1	Mobilization	1	LS	\$ 45,000.00	\$ 45,000.00	1	LS	\$ 7,500.00	\$ 7,500.00	1	LS	\$ 40,000.00	\$ 40,000.00
2	Project Temporary Traffic Control	1	LS	\$ 3,000.00	\$ 3,000.00	1	LS	\$ 8,000.00	\$ 8,000.00	1	LS	\$ 3,300.00	\$ 3,300.00
3	Flaggers and Spotters	500	HR	\$ 48.00	\$ 24,000.00	500	HR	\$ 52.00	\$ 26,000.00	500	HR	\$ 52.00	\$ 26,000.00
4	Crushed Surfacing Top Course - CSTC	4,000	TON	\$ 14.00	\$ 56,000.00	4,000	TON	\$ 32.00	\$ 128,000.00	4,000	TON	\$ 25.00	\$ 100,000.00
5	HMA for Pavement Repair Cl. 1/2" PG 64-22	425	TON	\$ 130.00	\$ 55,250.00	425	TON	\$ 99.50	\$ 42,287.50	425	TON	\$ 106.00	\$ 45,050.00
6	Cement Concrete Pavement	50	SY	\$ 300.00	\$ 15,000.00	50	SY	\$ 70.00	\$ 3,500.00	50	SY	\$ 160.00	\$ 8,000.00
7	48-inch Sewer Manholes	11	EA	\$ 4,500.00	\$ 49,500.00	11	EA	\$ 3,750.00	\$ 41,250.00	11	EA	\$ 2,700.00	\$ 29,700.00
8	Foundation Material	25	CY	\$ 40.00	\$ 1,000.00	25	CY	\$ 48.00	\$ 1,200.00	25	CY	\$ 59.00	\$ 1,475.00
9	Shoring	1	LS	\$ 5,500.00	\$ 5,500.00	1	LS	\$ 18,000.00	\$ 18,000.00	1	LS	\$ 7,900.00	\$ 7,900.00
10	Connect to Existing Sewer Main	7	EA	\$ 1,500.00	\$ 10,500.00	7	EA	\$ 2,200.00	\$ 15,400.00	7	EA	\$ 1,400.00	\$ 9,800.00
11	Construction Surveying	1	LS	\$ 2,500.00	\$ 2,500.00	1	LS	\$ 12,500.00	\$ 12,500.00	1	LS	\$ 7,000.00	\$ 7,000.00
12	Abandonment of Existing Sewer Facilities	1	LS	\$ 20,000.00	\$ 20,000.00	1	LS	\$ 18,000.00	\$ 18,000.00	1	LS	\$ 11,300.00	\$ 11,300.00
13	Surface Restoration and Cleanup	1	LS	\$ 3,500.00	\$ 3,500.00	1	LS	\$ 3,400.00	\$ 3,400.00	1	LS	\$ 2,800.00	\$ 2,800.00
14	PVC Sanitary Sewer Pipe 6-inch	1,600	LF	\$ 8.00	\$ 12,800.00	1,600	LF	\$ 63.00	\$ 100,800.00	1,600	LF	\$ 38.00	\$ 60,800.00
15	PVC Sanitary Sewer Pipe 8-inch	633	LF	\$ 202.00	\$ 127,866.00	633	LF	\$ 64.00	\$ 40,512.00	633	LF	\$ 57.00	\$ 36,081.00
16	PVC Sanitary Sewer Pipe 12-inch	1,150	LF	\$ 150.00	\$ 172,500.00	1,150	LF	\$ 69.00	\$ 79,350.00	1,150	LF	\$ 70.00	\$ 80,500.00
17	Locate Side Sewers	54	EA	\$ 225.00	\$ 12,150.00	54	EA	\$ 750.00	\$ 40,500.00	54	EA	\$ 280.00	\$ 15,120.00
18	Concrete Curb	100	LF	\$ 25.00	\$ 2,500.00	100	LF	\$ 46.00	\$ 4,600.00	100	LF	\$ 44.00	\$ 4,400.00
19	Concrete Sidewalk	250	SY	\$ 5.00	\$ 1,250.00	250	SY	\$ 72.00	\$ 18,000.00	250	SY	\$ 74.00	\$ 18,500.00
Sub Total					\$619,816.00			\$608,799.50			\$507,726.00		
8% Sales Tax					\$49,585.28			\$48,703.96			\$40,618.08		
Contract Amount					\$669,401.28			\$657,503.46			\$548,344.08		