



City Council Workshop Agenda Tuesday, July 06, 2021, 4:30 PM REMOTE MEETING PARTICIPATION

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 to enable the City to make reasonable accommodations to ensure accessibility (28 CFR 35.102-35.104 ADA Title 1.).

How to join meeting:

OPTION 1 -

1. Go to www.zoom.us
 - Download the app
 - Or, click "Join A Meeting" and paste Meeting ID – 920 9281 9592
2. Or, from any device click <https://zoom.us/j/92092819592>
3. Follow the prompts and wait for host to start meeting

OPTION 2 - Join by phone (audio only):

1. Dial 877-853-5257
2. Enter meeting ID: 920 9281 9592, and then ##

For Public Comment:

1. Click the raise hand icon in the app
 - By phone, hit *9 to "raise your hand"
2. Or, email to publiccomments@cityofcamas.us (400 word limit)

Emails received by one hour before the start of the meeting are emailed to Council. During public comment, the clerk will read each email's submitter name, subject, and date/time received. Emails received up to one hour after the meeting are emailed to Council and attached to meeting minutes.

SPECIAL MEETING

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

WORKSHOP TOPICS

1. [NW 12th Avenue Improvements Change Order 1](#)
[Presenter: James Carothers, Engineering Manager](#)
[Time Estimate: 5 minutes](#)
2. [Rose Property House Renovation](#)
[Presenter: Denis Ryan, Public Works Operations Supervisor](#)
[Time Estimate: 10 minutes](#)

3. [Parker Estates Storm Facility Restoration](#)
[Presenter: Sam Adams, Utilities Manager](#)
[Time Estimate: 5 minutes](#)
4. [Parker Estates Storm Facility Restoration Construction Management](#)
[Presenter: Sam Adams, Utilities Manager](#)
[Time Estimate: 5 minutes](#)
5. [Downtown Infrastructure Analysis](#)
[Presenter: Steve Wall, Public Works Director](#)
[Time Estimate: 15 minutes](#)
6. [Interim City Administrator Professional Services Agreement](#)
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)
[Time Estimate: 10 minutes](#)
7. Staff Miscellaneous Updates
Presenter: Jamal Fox, City Administrator
Time Estimate: 10 minutes

COUNCIL COMMENTS AND REPORTS

PUBLIC COMMENTS

ADJOURNMENT



Staff Report

July 6, 2021 Council Workshop Meeting

NW 12th Avenue Improvements Change Order 1

Presenter: James Carothers, Engineering Manager

Time Estimate: 5 minutes

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

SUMMARY:

The NW 12th Avenue Improvements project was awarded in March 2021 to McDonald Excavating, Inc. in the amount of \$345,811.26.

The project is funded in the 2021 budget as follows:

CDBG Grant Funding	\$255,000
Water Fund	\$109,000
General Fund	\$51,000
TOTAL 2021 BUDGET	\$415,000

Multiple issues were discovered during construction that required additional work not included in the contracted bid price. This work is being presented as Change Order 1. Work on the project is now complete.

Total cost of Change Order 1 is \$42,187.36, which is 12.2% of the contracted bid price. Because the change order exceeds ten percent of the bid price, staff intends to present this change order to Council on the July 19 Consent Agenda.

In spite of the high change order amount, there was a net underrun on bid costs. A summary of the overall construction costs is as follows:

Actual Cost, less Change Order 1	\$331,956.77
Change Order 1	\$42,187.36
Total Cost with Change Order 1	\$374,144.13
Contract Bid Award	\$345,811.26
Net Overrun	8.2%

A description of the additional work, reason for the change, and associated costs are described below:

Item 1A – Additional roadway excavation and offhaul of native subgrade material. This work was required to allow for placement of crushed stone road base over shallow utility lines to provide protection from heavy construction equipment. Cost of this work is \$14,206.95.

Item 1B – Additional crushed stone road base to cover shallow utility lines. This was required to fill the excavation performed in Item 1A. Cost of this work is \$9,637.45

Items 1C and 1D– Additional crushed stone road base required to achieve design roadway elevations. This additional material makes up for the difference between the assumed and actual thickness of old asphalt that was removed. Cost of this work is \$11,904.96.

Item 1E – Replacement of three street trees. This work was required because the shallow roots of the trees had the potential to damage newly installed sidewalk and create a pedestrian tripping hazard. Installation of plastic root barrier was included in this work to prevent future sidewalk damage. Cost of this work is \$4,500.

Item 1F – Modification of curb ramps. This work was required to accommodate design revisions that improved ramp functionality and increased pedestrian safety. Cost of this work is \$1,938.00.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item?

Council approval of Change Order 1

What’s the data? What does the data tell us?

N/A

How have communities been engaged? Are there opportunities to expand engagement?

N/A

Who will benefit from, or be burdened by this agenda item?

Motorists and pedestrians will benefit. No parties are expected to be burdened.

What are the strategies to mitigate any unintended consequences?

N/A

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.

No

Will this agenda item improve ADA accessibilities for people with disabilities?

Yes

What potential hurdles exists in implementing this proposal (include both operational and political)?

None

How will you ensure accountabilities, communicate, and evaluate results?

This work has been inspected for workmanship and accuracy

How does this item support a comprehensive plan goal, policy or other adopted resolution?

N/A

BUDGET IMPACT:

The overall cost of the project is less than the budgeted amount.

RECOMMENDATION:

Staff intends to place this Change Order on the July 19, 2021 Consent Agenda for Council consideration.



City of Camas
Contract Change Order

Order No. 1 Date 06/21/2021

Contract for T 1030 NW 12th Avenue Improvements

To McDonald Excavating Inc.
(Contractor)

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

Item	Description of Changes	Quantity	Unit Cost	Decrease in Contract Price	Increase in Contract Price
1A	Additional Roadway Excavation Incl. Haul	315.71 CY	\$45		\$14,206.95
1B	Crushed Stone Road Base at Intersections (1-1/4")	259.42 Ton	\$37.15		\$9,637.45
1C	Crushed Stone Road Base at Roadway (1-1/4")	292.53 Ton	\$37.15		\$10,867.49
1D	Crushed Stone Road Base at Roadway (1")	32.11 Ton	\$32.31		\$1,037.47
1E	Replacement of Street Trees	1 Lump Sum	\$4,500		\$4,500.00
1F	Additional Cement Pedestrian Curb	102 LF	\$19		\$1,938.00
Subtotal:					\$42,187.36
8.4% Sales Tax					NA
Net Change in Contract Price:					\$42,187.36

Contract Change Orders for this project =12.2% of Contract Award
(Original Contract Value= \$ 345,811.26, New Total is \$387,998.62)

NOTES: **1A** – Additional roadway excavation and offhaul of native subgrade material to allow for placement of crushed stone road base over shallow utility lines. **1B** – Additional crushed stone road base to cover shallow utility lines. **1C** – Additional 1-1/4" crushed stone road base required to meet design roadway elevations after removal of old asphalt that was thicker than assumed. **1D** – Additional 1" crushed stone road base required to meet design roadway elevations after removal of old asphalt that was thicker than assumed. **1E** – Replacement of three street trees that were removed because they had the potential to crack newly installed sidewalk and create a tripping hazard. **1F** – Additional cement pedestrian curb to accommodate curb ramp revisions.

The amount of the contract will be **increased** by the sum of: Forty two thousand one hundred eighty seven and 36/100 Dollars (\$42,187.36)

The contract total, including the original contract total, this and previous change orders will be **increased** to Three hundred eighty seven thousand nine hundred ninety eight and 62/100 Dollars (\$387,998.62)

The contract period provided for completion will not change.
This document will become a supplement to the contract and all provisions will apply hereto.

Requested _____
City Project Manager _____ Date _____

Recommended _____
Engineering Manager _____ Date _____

Accepted **Tyson Bennington** Digitally signed by Tyson Bennington
DN: C=US, E=tyson@mcdonaldexcavatinginc.com, CN=Tyson
Bennington
Date: 2021.06.22 10:38:57-07'00' _____
Contractor _____ Date **6.22.21** _____

Approved _____
Mayor _____ Date _____



Staff Report

July 6, 2021 Council Workshop Meeting

Rose Property House Renovation
Presenter: Denis Ryan, Public Works Operations Supervisor
Time Estimate: 10 Minutes

Phone	Email
360.817.7983	dryan@cityofcamas.us

BACKGROUND: Previously staff delivered a presentation on Job Orders Contracting (JOC) to City Council. The City of Camas later entered into an interlocal agreement with the City of Vancouver for the purpose of utilizing JOC to accomplish project work needs. As committed to Council at the February 1, 2021 presentation, this JOC project is before you for consideration.

SUMMARY: As part of the property acquisition of the 54 acre Rose Property located at 215 SE Leadbetter Road, the original residential home built in 1981 was also included in the purchase agreement. With no apparent improvements since constructed, the structure is in need of substantial renovation work. The complete cost estimate to complete all interior and exterior renovations is \$234,210. This completed project will provide a clean, updated and aesthetically pleasing residence.

Upon Council’s review and approval, this item is proposed to be on the consent agenda for July 7, 2021 Regular Council Meeting.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item?

- Approval of JOC contact with Halbert Construction Services.

What’s the data? What does the data tell us?

- N/A

How have communities been engaged? Are there opportunities to expand engagement?

- N/A

Who will benefit from, or be burdened by this agenda item?

- The City of Camas will benefit from the JOC process, receiving competitive pricing on materials and labor while having skilled qualified expertise to assist with complex repairs and upgrades. With 15 separate work divisions in the work proposal, The JOC

contractor ensures all compliance with prevailing wage rates, building code, permitting, design and project management.

What are the strategies to mitigate any unintended consequences?

- Because labor and material pricing are based on the Unit Price Book (UPB) average, any potential changes would be at a predetermined rate with no excessive charges beyond the UPB.

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.

- N/A

What potential hurdles exists in implementing this proposal (include both operational and political)?

- N/A

How will you ensure accountabilities, communicate, and evaluate results?

- We will monitor budget, develop a detailed schedule for the project, communicate goals and expectations, and regularly inspect and monitor work to ensure that it is done to required standards.

How does this item support a comprehensive plan goal, policy or other adopted resolution?

- N/A

BUDGET IMPACT: This project is fully funded by the 2020 general obligation bond.

RECOMMENDATION: Staff recommends this item be placed on the Consent Agenda for the July 7, 2021 Regular Council Meeting for Council's consideration

Cost Estimate Report

Item 2.

City of Camas

Camas, Washington, 98607

Date: 06/15/2021

Rose Property

Year 2021

Unit Detail Report

Prepared By: Joe Stotz

Halbert Construction Services LLC

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
015436501400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	4.00	Ea.	\$921.34	\$3,685.36
019313070110	Moisture-thermal control facilities maintenance, caulking around exterior doors and windows, silicone	1,250.00	L.F.	\$2.02	\$2,525.00
Division 01 General Requirements Subtotal					\$6,210.36
Division 02 Existing Conditions					
024119190840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	12.00	Week	\$850.00	\$10,200.00
024210200110	Deconstruction of building plumbing fixtures, single or double compartment kitchen sink, up to 2 stories, excludes handling, packaging or disposal costs	1.00	Ea.	\$82.78	\$82.78
028213450100	OSHA testing, certified technician, min	2.00	Day	\$340.00	\$680.00
Division 02 Existing Conditions Subtotal					\$10,962.78
Division 03 Concrete					
031123752000	C.I.P. concrete forms, stairs, cast on sloping ground (length x width), 1 use, includes erecting, bracing, stripping and cleaning	120.00	S.F.	\$22.47	\$2,696.40
033053403150	Structural concrete, in place, elevated slab (4000 psi), 4" slab, concrete (Portland cement Type I), placing and finishing, excl forms, reinforcing	120.00	S.F.	\$4.01	\$481.20
033529304500	Concrete finishing, stairs, fresh concrete, steel trowel	120.00	S.F.	\$3.25	\$390.00
Division 03 Concrete Subtotal					\$3,567.60
Division 06 Wood, Plastics and Composites					

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
060505103360	Selective demolition, wood framing, deck or porch decking	872.72	L.F.	\$0.66	\$920.00
061110101220	Beam and girder framing, single, 4" x 12"	6.00	L.F.	\$12.90	\$77.40
061110280420	Porch or deck framing, treated lumber, decking, 2" x 6"	180.00	S.F.	\$5.33	\$959.40
061110280820	Porch or deck framing, cedar, decking, 2" x 6"	440.00	L.F.	\$18.88	\$8,307.20
062213402430	Exterior trim and moldings, door and window casing, cedar, STK, 1" x 4"	600.00	L.F.	\$3.42	\$2,052.00
066310100250	Plastic (PVC) handrails, angled, 3-1/2" wide, 42" high, with balusters	18.00	L.F.	\$41.73	\$751.14
066310100300	Plastic (PVC) handrails, post sleeve, 4 x 4 post	18.00	L.F.	\$26.22	\$471.96
066310100400	Plastic (PVC) handrails, post cap, 4 x 4 post, flat profile	5.00	Ea.	\$27.71	\$138.55
066310100450	Plastic (PVC) handrails, post cap, 4 x 4 post, newel post style profile	5.00	Ea.	\$50.10	\$250.50
066310100550	Plastic (PVC) handrails, post base trim, 4 x 4 post	5.00	Ea.	\$25.14	\$125.70
Division 06	Wood, Plastics and Composites Subtotal				\$13,709.85
Division 07	Thermal and Moisture Protection				
070505100420	Selective demolition, thermal and moisture protection, gutters, metal or wood, edge hung	250.00	L.F.	\$2.38	\$595.00
070505103170	Selective demolition, thermal and moisture protection, roofing, asphalt shingles, 1 layer	3,500.00	S.F.	\$0.83	\$2,905.00
073113100500	Asphalt shingles, premium, laminated multi-layered shingles, class A, 300-385 lb/sq	35.00	Sq.	\$689.16	\$24,120.60
073113100850	Asphalt shingles, self adhering polyethylene and rubberized asphalt underlayment	35.00	Sq.	\$116.11	\$4,063.85
073113100900	Asphalt shingles, ridge shingles	120.00	L.F.	\$5.08	\$609.60
077123105800	Steel downspouts, galvanized, rectangular, corrugated, 3" x 4", 28 gauge	250.00	L.F.	\$8.18	\$2,045.00
077123302500	Galvanized steel gutters, half round or box, enameled, 5" wide, 28 gauge	250.00	L.F.	\$9.40	\$2,350.00
Division 07	Thermal and Moisture Protection Subtotal				\$36,689.05
Division 08	Openings				
080505200200	Window demolition, aluminum, to 12 S.F.	3.00	Ea.	\$35.93	\$107.79
080505200240	Window demolition, aluminum, to 25 S.F.	7.00	Ea.	\$52.12	\$364.84
080505200280	Window demolition, aluminum, to 50 S.F.	4.00	Ea.	\$114.36	\$457.44
081613100080	Fiberglass, exterior, prehung door, with two lites, 1-3/4", 3'-0" x 6'-8"	1.00	Ea.	\$542.22	\$542.22
081613100130	Fiberglass, exterior, prehung door, half glass, 1-3/4", 3'-0" x 8'-0"	1.00	Ea.	\$887.32	\$887.32
081613100150	Fiberglass, entry, door, sidelite, half glass, 1'-0" x 6'-8"	1.00	Ea.	\$368.90	\$368.90
083219150100	Doors, glass, sliding, vinyl-clad, 8'-0" x 6'-10" high, 1" insulated glass	2.00	Opng.	\$3,373.30	\$6,746.60

Item 2.

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
085313200130	Windows, vinyl single-hung, 25" x 41", including grill, J finish, low E, exterior jambs	8.00	Ea.	\$301.98	\$2 Item 2.
085313400190	Windows, vinyl casement, 2 lite, 33" x 41", including grill, J finish, low E, exterior jambs	6.00	Ea.	\$544.81	\$3,268.86
085313500150	Windows, vinyl picture, 47" x 53", including grill, J finish, low E, exterior jambs	6.00	Ea.	\$589.77	\$3,538.62
085313500180	Windows, vinyl picture, 71" x 47", including grill, J finish, low E, exterior jambs	4.00	Ea.	\$702.52	\$2,810.08
087120440610	Door hardware, anti-ligature cylindrical lockset, lever handle entry set, US32D	1.00	Ea.	\$610.79	\$610.79
Division 08	Openings Subtotal				\$22,119.30
Division 09	Finishes				
090190940040	Surface preparation, interior, doors, scrape & sand, wood, flush	576.00	S.F.	\$0.92	\$529.92
090190940120	Surface preparation, interior, doors, hand wash, wood, flush, medium	576.00	S.F.	\$0.26	\$149.76
090190940730	Surface preparation, interior, walls, wash, gypsum board and plaster	2,200.00	S.F.	\$0.17	\$374.00
090190940740	Surface preparation, interior, walls, wash, wood, T&G	700.00	S.F.	\$0.17	\$119.00
090505200400	Flooring demolition, carpet, bonded, includes surface scraping	1,500.00	S.F.	\$0.55	\$825.00
092116330500	Partition wall, interior, standard, taped both sides, installed on & incl. 2" x 4" wood studs, 16" OC, 8' to 12' high, 1/2" gypsum drywall	200.00	S.F.	\$6.12	\$1,224.00
092116330500	Partition wall, interior, standard, taped both sides, installed on & incl. 2" x 4" wood studs, 16" OC, 8' to 12' high, 1/2" gypsum drywall	48.00	S.F.	\$6.12	\$293.76
092116332000	Partition wall, interior, fire resistant, 2 layers, 1 1/2 hour, taped both sides, installed on & incl. 2" x 4" wood studs, 16" OC, 8' to 12' high, 1/2" gypsum drywall	200.00	S.F.	\$9.13	\$1,826.00
092915100300	Accessories, gypsum board, corner bead, galvanized steel, 1" x 1"	30.00	C.L.F.	\$186.47	\$5,594.10
096805110107	Carpet transition strip, clamp down brass divider 12'/each (@vinyl to carpet)	2.00	Ea.	\$37.87	\$75.74
096805110117	Flooring transition strip, floor trim brass 12'/each (@vinyl to hard surface)	2.00	Ea.	\$37.87	\$75.74
096810109700	Carpet pad, prime urethane, 13.0 density	122.00	S.Y.	\$14.09	\$1,718.98
096816103100	Carpet, commercial grades, direct cement, nylon, plush, 42 oz., medium to heavy traffic	122.00	S.Y.	\$33.66	\$4,106.52
096816105610	Carpet, for stairs, not incl. price of carpet, add	24.00	Riser	\$21.97	\$527.28
099113620340	Paints & coatings, siding, misc., rough wood(shingles, shakes, or rough sawn siding), primer + 2 coats, exterior latex, brushwork	4,500.00	S.F.	\$1.71	\$7,695.00
099113800120	Paints & coatings, trim, exterior, fascia, latex paint, 1 coat coverage, brushwork, 1" x 4"	1,650.00	L.F.	\$0.75	\$1,237.50
099123202500	Paints & coatings, cabinets & casework, paint, oil base, brushwork, 2 coats	2,200.00	S.F.	\$1.41	\$3,102.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
099123331200	Paints & coatings, interior, alkyd (oil base), flush door w/frame, 2 coats, brushwork, 3' x 7'	16.00	Ea.	\$83.38	\$1 Item 2.
099123336600	Paints & coatings, interior, alkyd (oil base), windows, w/frame & trim, per side, Colonial type, 6/6 lites, oil, paint 2 coats, brushwork, 3' x 5'	14.00	Ea.	\$70.38	\$985.32
099123720590	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, cut-in by brushwork	5,500.00	L.F.	\$0.73	\$4,015.00
099123721340	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 3 coats, sand finish, roller	12,000.00	S.F.	\$1.12	\$13,440.00
Division 09	Finishes Subtotal				\$49,248.70
Division 10	Specialties				
103123101800	Fireplace, prefabricated, simulated logs, electric, LED flame, 1,500 BTU, 18" long	1.00	Set	\$488.80	\$488.80
Division 10	Specialties Subtotal				\$488.80
Division 11	Equipment				
110505104540	Water heater, residential, to 80 gal./day, selective demolition	1.00	Ea.	\$318.83	\$318.83
113013150750	Cooking range, residential appliances, free standing, w/1 oven, 21" w, maximum	1.00	Ea.	\$1,087.62	\$1,087.62
113013151300	Microwave ovens, residential appliances, 1.5 C.F., maximum	1.00	Ea.	\$917.59	\$917.59
113013165950	Refrigerator, residential appliances, no frost, 18 to 20 C.F., minimum	1.00	Ea.	\$1,013.32	\$1,013.32
113013172950	Dishwasher, residential appliances, built-in, 4 or more cycles, minimum	1.00	Ea.	\$857.31	\$857.31
113015237150	Water heater, residential appliances, electric, glass lined, 80 gallon, maximum	1.00	Ea.	\$4,944.13	\$4,944.13
Division 11	Equipment Subtotal				\$9,138.80
Division 12	Furnishings				
123661190170	Engineered stone countertops, color group D, 25" wide, 4" backsplash, maximum	24.00	L.F.	\$225.23	\$5,405.52
Division 12	Furnishings Subtotal				\$5,405.52
Division 22	Plumbing				
224113131140	Water closet, tank type, vitreous china, floor mounted, close coupled, ADA, two piece, 1.28 gpf, includes seat, supply pipe with stop	2.00	Ea.	\$602.42	\$1,204.84
224116133020	Lavatory, vanity top, vitreous china, white, round, single bowl, 19", includes trim	2.00	Ea.	\$457.36	\$914.72
224116163400	Sink, kitchen, counter top style, stainless steel, self rimming, triple bowl, 22" x 43", includes faucet and drain	1.00	Ea.	\$1,578.20	\$1,578.20
224139102280	Faucets/fittings, lavatory faucet, center set with single control lever handle, satin nickel, with pop-up drain	2.00	Ea.	\$467.71	\$935.42

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 22	Plumbing Subtotal				\$4, Item 2.
Division 23	Heating, Ventilating, and Air Conditioning (HVAC)				
230505102750	Heater, electric, unit, cabinet, fan or convactor, selective demolition	8.00	Ea.	\$105.35	\$842.80
Division 23	Heating, Ventilating, and Air Conditioning (HVAC) Subtotal				\$842.80
Division 26	Electrical				
260505101240	Panelboards, 3 wire, 120/240 V, 200 amp, to 42 circuits, electrical demolition, remove, including removal of all breakers, conduit terminations & wire connections	1.00	Ea.	\$654.60	\$654.60
260590101200	Service & panel, residential, w/18 branch breakers, 200 amp, incl 24' SE-AL cable, service eye, meter socket	1.00	Ea.	\$2,289.57	\$2,289.57
260590108680	Hot water heater, residential, hook-up, #10/2, EMT & wire, 20', incl 1-2 pole circuit breaker, box, 3' of flexible	1.00	Ea.	\$310.69	\$310.69
262416101000	Load centers, 1 phase, 3 wire, main lugs, indoor, 120/240 V, 200 amp, 40 circuits, incl 20 A 1 pole plug-in breakers	1.00	Ea.	\$2,819.61	\$2,819.61
265113702000	Incandescent fixture, residential, exterior lantern, wall mounted, 60 watt	4.00	Ea.	\$132.77	\$531.08
265113702600	Incandescent fixture, residential, interior, pendent mounted, globe with shade, 150 watt	12.00	Ea.	\$263.72	\$3,164.64
Division 26	Electrical Subtotal				\$9,770.19
Division 31	Earthwork				
311110107280	Clearing & grubbing, tree removal congested area, 48" diameter, aerial lift truck	3.00	Ea.	\$1,812.03	\$5,436.09
311313202150	Selective clearing and grubbing, 1-1/2 C.Y. excavator, 26" to 36" diameter, stump removal on site by hydraulic excavator	3.00	Ea.	\$236.67	\$710.01
Division 31	Earthwork Subtotal				\$6,146.10

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
	Subtotal				\$178,933.03 Item 2.
	General Contractor's Markup on Subs			0.00%	\$0.00
	Subtotal				\$178,933.03
	General Conditions			0.00%	\$0.00
	Subtotal				\$178,933.03
	General Contractor's Overhead and Profit			20.75%	\$37,128.60
	Total				\$216,061.63
	Tax				\$18,149.18
	Grand Total				\$234,210.81



PUBLIC WORKS DEPARTMENT

CONTRACT DOCUMENTS

FOR

ROSE PROPERTY HOUSE RENOVATION

**CITY PROJECT NUMBER:
P1031**

June 2021

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, between the City of Camas under and by virtue of Title 35A RCW (cities and towns), as amended

And, _____, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment **ROSE PROPERTY HOUSE RENNOVATION, City of Camas Project No. P1031**, in accordance with and as described in the attached **Interlocal Cooperative Purchase Agreement and City of Vancouver Job Order Contracting Services for General Construction, Contract No. 100194**, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Camas. In all respects, the Contractor is an independent Contractor, and not an employee of the City of Camas.

II. The City of Camas hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The Contractor shall defend, indemnify and hold the City of Camas, 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 sole negligence of the City of Camas.

However, 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

V. The Contractor shall provide a material, labor, and equipment guarantee for the work performed under this contract for a period of one year from the Date of Acceptance as shown on the Notice of Completion for Public Works Projects. All work shall be free of defect in workmanship or materials. Upon notice, the Contractor shall make all repairs promptly at no cost to the City. Failure to repair or replace defects in a manner satisfactory to the Engineer will constitute a breach of this contract.

VI. The City of Camas is an Equal Employment Opportunity employer.

The City of Camas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency in consideration for an award.

The Contractor will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, marital status, race, creed, color, national origin, disability, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974 (42 USC Section 5309); Civil Rights Act of 1964, Title VII (42 USC Section 2000e); Civil Rights Act of 1968, Title VIII (Fair Housing Act) (42 USC Sections 3601 - 3639); Executive Order 11063 (Equal Opportunity in Housing); Executive Order 11246, as amended (Equal Employment Opportunity); Architectural Barriers Act of 1968 (42 USC 4151, et seq.); Americans with Disabilities Act (42 U.S.C. 12101, et seq.); and Section 3 of the Housing and Urban Development Act of 1968, and 24 CFR 570.601.

The Contractor will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, sexual orientation, national origin, disability, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Architectural Barriers Act of 1968; Americans with Disabilities Act; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended).

VII. The Contractor is obligated to pay Washington State Department of Labor and Industries Prevailing Wage Rates for Clark County effective on issuance date of Job Order.

VIII. The Contractor further acknowledges the following provisions and agrees to comply with the conditions as set forth therein:

- **THIS PROJECT REQUIRES A CONTRACT BOND FOR 100% OF THE CONTRACT AMOUNT.**
- **INSURANCE REQUIREMENTS**
 - All insurance policies, with the exemption of Professional Liability and Workers Compensation, shall name the following entities as additionally insured(s):
 - **City of Camas and its officer, elected officials, employees, agents, and volunteers.**

IX. The Contractor shall certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State or Federal department or agency.

X. The Contractor shall not propose or contract with any person or entity that is currently debarred, suspended, and ineligible contractors and grantees.

XI. It is further provided that no liability shall attach to the City of Camas by reason of entering into this contract, except as provided herein.

XII. The Contractor shall maintain its records and accounts so as to facilitate audit requirements as established by the Office of the State Auditor and shall require subcontractors to do the same.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor of the City of Camas has caused this instrument to be executed by and in the name of the said City of Camas the day and year first above written.

Executed by the Contractor _____, 20__.

Contractor

Executed by the Local Agency _____, 20__.

Mayor

Approved as to Form

City of Camas Attorney

DECLARATION OF OPTION FOR INVESTMENT OF RETAINED PERCENTAGE

I hereby elect to have the retained percentage of this contract held in a fund by the City of Camas until thirty (30) days following final acceptance of the work.

Signed _____

Date _____

I hereby elect to have the City of Camas invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.020. The City will select the repository.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Camas shall not be liable in any way for any costs or fees in connection herewith.

Signed _____

Date _____

CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That

of _____, as Principal, and _____

as Surety, are jointly and severally held and bound unto the City of Camas, Washington,

in the penal sum of Dollars (\$_____), for the payment of which we jointly and severely bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that whereas, on the _____ day of _____ A.D., 20____, the said _____,

Principal, herein, executed a certain contract with the City of Camas, Washington,

by the terms, conditions and provisions of which contract the said _____,

Principal, herein, agree to furnish all material and do certain work, to wit: That

_____ will undertake and

complete the construction of these **Rose Property House Renovation Project No. P1031**, in according to the maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. The bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things **by the date specified in each job order**, undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this _____ day of _____, 20__

PRINCIPAL

ATTORNEY-IN-FACT, SURETY

NAME AND ADDRESS, LOCAL OFFICE OF AGENT

APPROVED:

CITY OF CAMAS, WASHINGTON

BY: _____
Mayor

DATE: _____, 20__

SURETY BOND NUMBER _____

The United States Department of Transportation
Appendix A of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, Age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix E of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C.

§ 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

INTERLOCAL COOPERATIVE PURCHASE AGREEMENT

This Interlocal Cooperative Purchase Agreement (hereinafter, the “agreement”) is made by and between the City of Vancouver, Washington, a municipal corporation under the laws of the State of Washington (hereinafter referred to as “Vancouver”), with its principal place of business at 415 W 6th Street in Vancouver, Washington, and the City of Camas, Washington, a municipal corporation under the laws of the State of Washington (hereinafter referred to as “Camas”), with its principal place of business at 616 NE 4th Avenue, Camas, Washington (collectively referred to as the “parties”, and individually as a “party”).

WHEREAS, Vancouver has entered into job order contract #100194 for construction services (hereinafter referred to as the “JOC Contract”) with Halbert Construction Services, LLC (hereinafter referred to as “Contractor”) commencing on November 1, 2019; and

WHEREAS, Camas wishes to utilize the terms and conditions of the JOC Contract to perform various job order projects on Camas facilities; and

WHEREAS, the Parties hereto have the authority to enter into this agreement in accordance with Chapter 39.34 RCW, the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants herein contained, the parties hereto agree as follows:

It is agreed by the parties as follows:

1. **Term.** The term of this agreement in respect to each party shall commence on the date of last signature by the parties hereto and shall remain in effect during the duration of the JOC Contract until terminated by a party as provided in paragraph 5 of this Agreement.
2. **Cooperative Purchase.** Vancouver authorizes a no cost change to the JOC Contract that the Contractor provide Camas with job order construction services on Camas facilities directly to Camas on the same terms and conditions of the JOC Contract, except that the obligations owed to the Vancouver under such agreement will be owed by Contractor to Camas including but not limited to obligations to provide performance and payment bonds for work performed and insurance endorsements that name Camas as additional insured. Contractor shall directly invoice Camas for any and all such work provided, and all work orders shall state "All work described herein provided directly to the City of Camas, Washington by the Contractor are subject to the terms and conditions of the JOC Contract, City of Vancouver Contract #100194 commencing, dated November 1, 2019. The City of Vancouver is not a party to, nor responsible for, performance of or payment for the work described in this invoice." Camas shall issue all job orders and perform all fiscal and program responsibilities for the projects to be identified by Camas. A true and correct copy of the JOC Contract agreement is attached hereto as Attachment "A" and incorporated in its entirety by this reference.
3. **Compensation and Payment.** The parties agree that the total value of all work orders issued under this agreement shall not exceed \$600,000.00 USD. The Contractor shall directly invoice Camas and Camas shall directly pay the Contractor pursuant to the payment and compensation terms identified within the JOC Contract.


4. **Financial Responsibility.** Camas shall be solely financially responsible for the payment of the purchase price of goods and services provided under the JOC contact and received by Camas under the terms of this agreement.
5. **Ownership.** Title to all items purchased by any party to this agreement shall remain in the name of such party.
6. **Termination.** Any party to this agreement may terminate its participation by giving the other party to the agreement thirty (30) days written notice of such intent to terminate.
7. **Limitations.** The parties shall not jointly acquire property or jointly budget funds under the authority of this agreement.
8. **Statutory Compliance.** Each party agrees to comply with any statutory requirements applicable to such party when acting under this agreement.
9. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement. Pursuant to RCW 39.34.030(4)(a), the administrator for this Agreement shall be determined by Vancouver.
10. **Right to Contract – Independent Action Preserved.** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
11. **Hold Harmless.** Camas specifically acknowledges that Vancouver shall have no liability or responsibility for the performance of the Contractor with respect to Camas job orders. Camas shall defend and hold Vancouver harmless from any and all claims, suits, losses, costs (including attorney's fees), and/or damages of any kind whatsoever arising out of or in any way resulting from Camas's issuance of job orders and performance by any party pursuant to same facilitated by this agreement. Vancouver makes no representations or warranties of any kind, including, without limitation regarding the contractors, performance, or terms and conditions of the JOC Contract.
12. **Entirety of Agreement.** This agreement contains or incorporates all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any parties hereto.


Dated: 4/16/2021


Dated: 4/15/2021

For Vancouver,
CITY OF VANCOUVER,
a municipal corporation


For Camas,
CITY OF CAMAS,
a municipal corporation

DocuSigned by:

75A9183485CA467...
Eric Holmes, City Manager

DocuSigned by:

C19B4455BCD8402...
Signature

Attest:
DocuSigned by:

BCF6794E40E94AE...
Natasha Ramras, City Clerk

Barry McDonnell Mayor
Printed Name and Title

Approved as to form:
DocuSigned by:

9A7DC2E31F694A2...
Jonathan J. Young, City Attorney

ATTACHMENT "A"

CITY OF VANCOUVER, WA
JOB ORDER CONTRACT

CONTRACT #100194



CITY OF VANCOUVER, WA
CONTRACT No. 100194

For

**JOB ORDER CONTRACTING SERVICES
FOR GENERAL CONSTRUCTION**

Initial Agreement Term: November 1, 2019 through October 31, 2021

(City Renewal Option: Up to one (1) additional one-year term)

Between

CITY OF VANCOUVER, WASHINGTON

And

HALBERT CONSTRUCTION SERVICES LLC

TABLE OF CONTENTS

ARTICLE I: DEFINITIONS 3

ARTICLE II: CONTRACT DOCUMENTS, RELATIONSHIP OF PARTIES 6

 2.1 Contract Documents..... 6

 2.2 General..... 6

 2.3 Submittal of Requested Information 7

ARTICLE III: WORK OF THIS JOB ORDER CONTRACT 8

 1. General..... 8

 2. Minimum Contract Value 8

 3. Maximum Contract Value..... 8

 4. Assignment of Work and Award of Individual Job Orders 9

 5. Initiation of a Job Order 9

 6. Preparation of a Job Order Proposal 10

 7. Review of the Job Order Proposal and Issuance of the Job Order 14

 6. Job Order Performance 15

 7. Quality Control 15

 8. Permits, Fees, and Notices 15

 9. Access to Work..... 16

ARTICLE IV: PRICING OF THE WORK 17

 4.1 General..... 17

 4.2 Job Order Price 17

 4.3 Contractor’s Adjustment Factors 17

 4.4 Labor and Materials Bond and Performance Bond..... 20

 4.5 Retainage..... 20

 4.6 Insurance..... 20

 4.7 Items Not Found in RS Means..... 21

 4.8 Hours of Work 22

 4.9 Payment of Labor..... 22

 4.10 Payment to the Contractor..... 23

ARTICLE V: CONTRACT TERM, COMMENCEMENT, COMPLETION, AND LIQUIDATED DAMAGES 24

 5.1 Contract Term 24

 5.2 Commencement Date..... 24

 5.3 Completion Date 24

 5.4 Liquidated Damages 24

ARTICLE VI: SUBCONTRACTING 25

 6.1 Statutory Requirements..... 25

 6.2 Subcontractor Responsibility Criteria..... 25

ARTICLE VII: MISCELLANEOUS..... 27

7.1 Cooperative Purchasing 27

7.2 E-Verify 27

7.3 Employment of Labor 27

7.4 Equal Opportunity 27

7.5 Joint Venture Contractor 28

7.6 Indemnity and Hold Harmless 28

7.7 Ownership of Records and Documents 29

7.8 Public Disclosure 29

7.9 City Business License 30

7.10 Governing Law 30

7.11 Compliance with the Law 30

7.12 Disputes..... 30

7.13 Audit 30

7.14 Assignment 30

7.15 Contract Amendment 30

7.16 Termination for Convenience 31

7.17 Future Non-Appropriation of Funds 31

7.18 Debarment and Suspension..... 31

7.19 Entire Agreement 31

7.20 Notices 31

**JOB ORDER CONTRACTING SERVICES
FOR GENERAL CONSTRUCTION**

This Contract, effective this 20 day of November, 2019 is made and entered into by and between the City of Vancouver, a municipal corporation of the State of Washington (Owner), and Halbert Construction Services LLC, 12013 NE 99th St, Ste 1630, Vancouver, WA 98682 (Contractor) hereinafter referred to as Parties. This Job Order Contract shall be the agreed basis of performing and compensating for all City issued Job Orders to Contractor.

In consideration of the mutual covenants and agreements of the Parties herein contained, the Contractor agrees to furnish all material, labor, tools, equipment, apparatus and facilities necessary to perform and complete all Work called for in the Contract Documents.

This Job Order Contract is entered into pursuant to the provisions of the Revised Code of Washington (RCW) 39.10.430. In executing this Job Order Contract, the Parties acknowledge that the scope of work will be delegated by the Owner on the basis of Job Orders. Contractor has agreed to offer its services to perform said Work per City issued RFP No. 10-19, Contractor's proposal to said RFP, and City Council's approval on November 4, 2019 of Staff Report No. 151-19.

ARTICLE I: DEFINITIONS

In addition to the definitions set forth in the General Conditions, the following definitions shall apply to this Job Order Contract:

- 1.1 **Adjustment Factor** - The Contractor's competitively proposed price adjustment to the unit prices as published in the Construction Task Catalog. The contents and variations allowed in the Adjustment Factor are further defined in this Job Order Contract.
- 1.2 **Base Term** - The initial period of the Contract and does not include any Option Terms.
- 1.3 **Contract Award Amount** - The minimum dollar amount of total Job Orders Owner commits to spending.
- 1.4 **Construction Task Catalog[®]** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- 1.5 **Days** - Shall mean calendar days unless specifically stated otherwise in the specification section.
- 1.6 **Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.

- 1.7 **Estimated Annual Value** - An estimate of the value of Job Orders that could be issued by the Owner each year.
- 1.8 **Job Order** - A written order issued by the Owner, such as a Purchase Order, requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. The contents of the Job Order are further defined in this Job Order Contract and the General Conditions. A project may consist of one or more Job Orders.
- 1.9 **Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.
- 1.10 **Job Order Price** - The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.
- 1.11 **Job Order Price Proposal** - A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- 1.12 **Job Order Proposal** - A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractor; (d) Construction schedule; and (e) other requested documents.
- 1.13 **Job Order Request** - An order issued by Owner to Contractor requesting a price for a proposed scope of work to be performed pursuant to a Job Order issued under this Job Order Contract.
- 1.14 **Joint Scope Meeting** - A site meeting to discuss the work before the Detailed Scope of Work is finalized.
- 1.15 **Holidays** - Shall include January 1, the third Monday of January, the third Monday of February, Memorial Day, July 4, Labor Day, November 11, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.
- 1.16 **Maximum Contract Value** - The maximum value of Job Orders that the Contractor may receive under this Contract per the RCW.
- 1.17 **Minimum Contract Value** - The minimum value of Job Orders that the Contractor is guaranteed the opportunity to perform under this Contract.
- 1.18 **Non Pre-priced Task** - A task that is not set forth in the Construction Task Catalog®.
- 1.19 **Normal Working Hours** - Includes the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for Owner holidays.
- 1.20 **Notice to Proceed** - A written notice issued by the Owner directing the Contractor to proceed with construction activities to complete the Job Order.
- 1.21 **Open Contract Sum** - The total sum of all open Job Orders.

- 1.22 **Option Term** - An additional period of time beyond the Contract Term which extends the termination date of the Contract.
- 1.23 **Other than Normal Working Hours** - Includes the hours of 6:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and Owner Holidays.
- 1.24 **Pre-priced Task** - A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®.
- 1.25 **Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
- 1.26 **Request for Job Order Proposal** - A written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.
- 1.27 **Schedule of Values** - A written breakdown allocating the total Job Order Price to each category of Work, in such detail as requested by Owner.
- 1.28 **Specifications** - That portion of the Contract Documents consisting of the written requirements for contract administration, materials, equipment, systems, standards and workmanship for the Job Order Work, and performance of related services, and including Divisions 0 (less Bidding Requirements) through Division 17.
- 1.29 **Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.
- 1.30 **Technical Specifications** - The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.31 **Unit Price** - The price published in the Construction Task Catalog® for a specific construction or construction related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction Task Catalogs®. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.

ARTICLE II: CONTRACT DOCUMENTS, RELATIONSHIP OF PARTIES

2.1 Contract Documents

The Contract Documents, as detailed below, form the complete agreement between the Parties, and are as fully a part of this Job Order Contract as if attached to this Job Order Contract or repeated herein. The Contract Documents represent the entire and integrated agreement between the Parties related to this Project and supersede prior negotiations, representation or agreements, either written or oral. The Contract documents consist of the following and any inconsistency in the parts of the Contract documents shall be resolved by the following this order of precedence:

- a. Contract Modifications (later amendment takes precedence over previous)
- b. JOC Services for General Construction Contract
- c. Job Order Contract Purchase Order (including Detailed Scopes of Work, Job Order Proposals, and any additional conditions or specifications)
- d. Amendments to the WSDOT Standard Specifications
- e. WSDOT Standard Specifications for Road and Bridge Construction
- f. General Conditions for Job Order Contracts
- g. Addenda to Request for Proposal 10-19,
- h. RFP 43-15
- i. Successful Proposer's Proposal
- j. RS Means
- k. Technical Specifications

2.2 General

The Contractor accepts the relationship of trust and confidence established by this Job Order Contract and covenants with the Owner to cooperate with the Owner through every phase of the Work and utilize the Contractor's best skill, efforts and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and most expeditious and economical manner consistent with the interests of the Owner. The Contractor further recognizes that in order for the Project to be completed on time and within budget the Contractor and the Owner will have to closely cooperate to meet the Owner's financial constraints. The Contractor shall closely cooperate on a regular basis to revise materials, methods, estimates and schedules as necessary to perform and complete the Work consistent with the Contract Time unless adjusted by Supplemental Request.

2.3 Submittal of Requested Information

Contractor, upon request of the Owner, shall submit the following information in a format acceptable to the Owner:

- a. A list of Job Orders issued,
- b. The cost of each Job Order,
- c. A list of the subcontractors hired under each Job Order,
- d. The cost of each subcontract under each Job Order,
- e. A copy of the intent to pay prevailing wages and the affidavit of wages paid for each Job Order subcontract, and
- f. Any other information requested.

ARTICLE III: WORK OF THIS JOB ORDER CONTRACT**1. General**

This Job Order Contract is an indefinite delivery, indefinite quantity (IDIQ) contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations throughout the City. The Contract Documents include a CTC containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for all direct and indirect costs of construction. The City of Vancouver will use the JOC Contractors to perform general construction work including, but not limited to, interior renovations, tenant improvements, interior mechanical, electrical, structural as well as concrete work, asphalt paving, underground utilities, park trails and grounds, communication network installation, channelization, permanent signing and installation of electrical traffic control devices such as flashing beacons and radar feedback signals. The City expects the average job to be less than \$100,000. This expected average is presented for information only and is not a commitment.

2. Minimum Contract Value

The Minimum Contract Value for this Contract is \$10,000. The Contractor is guaranteed to receive the opportunity to perform Job Orders totaling at least \$10,000 during the term of this Contract.

The Estimated Annual Value for each Contract is \$3,000,000. The Contractor may be issued Job Orders totaling up to the Estimated Annual Value during any year of the Contract. The Contractor is not guaranteed to receive this value of Job Orders. It is merely an estimate. The City has no obligation to issue Job Orders in excess of the Minimum Contract Value.

The City reserves the right to issue Job Orders up to the maximum amount specified in RCW 39.10.440. The Maximum Contract Value shall not exceed the amount set forth in RCW 39.10.440. In addition, the City may elect to carry over any unused capacity from the previous year and add the value to the immediate following year limit. The maximum annual volume including unused capacity shall not exceed the limit of two years.

3. Maximum Contract Value

Per RCW 39.10.450, the maximum dollar amount for an individual Job Order is three hundred fifty thousand dollars (\$350,000). All Job Orders for the same project (original plus any Supplemental Job Orders) shall be treated as a single Job Order for the purpose of the \$350,000 limit. A Job Order issued for any particular project must not exceed \$350,000, exclusive of sales tax.

The City of Vancouver intends to use the JOC Contractors to perform general construction work including, but not limited to, interior renovations, tenant

improvements, interior mechanical, electrical, structural as well as concrete work, asphalt paving, underground utilities, park trails and grounds, communication network installation, channelization, permanent signing and installation of electrical traffic control devices such as flashing beacons and radar feedback signals. The City expects the average job to be less than \$100,000. This expected average is presented for information only and is not a commitment.

4. Assignment of Work and Award of Individual Job Orders

The Owner may award an individual Job Order to any selected Contractor. The City of Vancouver reserves the right to limit the number of Job Orders assigned to a contractor at one time. Selection of the Contractor and award of the Job Order will be in compliance with established Owner procedures and based on one or more of the following criteria:

1. Rotational selection among all Contractors, unless otherwise determined by the Owner.
2. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
3. Balancing of work load (Job Order dollar volume and construction backlog) among Contractors.
4. Management of Job Order dollar volume within bonding limitations of the Contractor.
5. Price, as it relates to the Owner's independent cost estimate or to an offer from any other contractor.
6. Contractor's responsiveness to the Owner on Job Orders.

5. Initiation of a Job Order

As the need exists, the Owner will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting. The Contractor should be available with 24 hours of the invitation to attend the Joint Scope Meeting. In cases of emergencies Contractors may be required to attend a Joint Scope Meeting with in an hour of the request.

The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:

1. the general scope of the work;
2. alternatives for performing the work and value engineering;

3. access to the site and protocol for admission;
4. hours of operation;
5. staging area;
6. requirements for catalog cuts, technical data, samples and shop drawings;
7. requirements for professional services, sketches, drawings, and specifications;
8. construction duration;
9. liquidated damages;
10. the presence of hazardous materials;
11. date on which the Job Order Proposal is due;
12. Whether or not additional general or special conditions may apply to the Job Order.

Upon completion of the joint scoping process, the Contractor will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Owner shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Owner will issue a Request for Job Order Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the Owner, will be the basis on which the Contractor will develop its Job Order Proposal and the Owner will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.

6. Preparation of a Job Order Proposal

1. The Contractor's Job Order Proposal shall include, at a minimum:
 - a. Job Order Price Proposal;
 - b. Required drawings or sketches;
 - c. List of anticipated Subcontractors and Materialmen;
 - d. Construction schedule; preliminary subject to change with the approval of the project manager.

- e. Other requested documents.

Failure to submit the required documents listed above shall result in the proposal being rejected.

2. The value of the Job Order Price Proposal shall be c by summing the total of the calculations for each Pre-priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
3. The Contractor will prepare Job Order Price Proposals in accordance with the following:
 - a. Pre-priced Task: A task described in, and for which a unit price is set forth in, RS Means.
 - b. Non Pre-priced Task: A task that is not set forth in the Construction RS Means.
 - c. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
 - i. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
 - ii. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Owner may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.
 - iii. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

For Non Pre-priced Tasks Performed with Contractor's Own Forces:

A = The hourly rate for each trade classification not in RS Means multiplied by the quantity;

B = The rate for each piece of Equipment not in RS Means multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

Total for a Non Pre-priced Tasks performed with Contractor's Own Forces = $(A+B+C) \times$ Non Pre-Priced Task Adjustment Factor

For Non Pre-priced Tasks Performed by Subcontractors:

If the Non Pre-priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three Subcontractor Quotes

Total Cost for Non Pre-priced Tasks performed by Subcontractors = $D \times$ Non Pre-Priced Task Adjustment Factor

- iv. After a Non Pre-priced Task is used on five or more separate Job Orders, the Unit Price for such task will be established, following approval by the Owner, and fixed as a permanent Non Pre-Priced Task which will no longer require price justification. These costs may be escalated yearly based on the issuance of a new Means Historical Cost Index. Non-Pre-Priced items cannot exceed 20% of the Job Order.
 - v. The Owner's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
4. Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and material to perform such task, the Owner may permit the Contractor to be paid for such task as a Non Pre-priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$1,000.

5. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The costs of expediting services or equipment use fees are not reimbursable. The City, at its discretion, has the option to pay the filing or permit fees through a City funds transfer if so desired to keep these fees out of the JOC project costs.
6. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
7. The Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Job Order Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.
8. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Job Order Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
9. By submitting a Job Order Proposal to the Owner, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Job Order Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Job Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the Owner.
10. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

7. Review of the Job Order Proposal and Issuance of the Job Order

1. The Owner will evaluate the entire Job Order Price Proposal within 3 working days of receiving the document and compare these with the Owner's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed. If the Owner has questions or requires additional information the Contractor shall respond to the questions or submit a revised Job Order Price Proposal within 3 working days of receipt of the request. For any subsequent reviews or revisions to the price proposal the Contractor and the Owner will have 2 working days.
2. The Contractor may choose the means and methods of construction; subject however, to the Owner's right to reject any means and methods proposed by the Contractor that:
 - a. Will constitute or create a hazard to the work, or to persons or property;
 - b. Will not produce finished Work in accordance with the terms of the Contract; or
 - c. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
3. The Owner reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The Owner also reserves the right not to issue a Job Order if it is determined to be in the best interests of the Owner. The Owner may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the Owner.
4. By submitting a Job Order Proposal to the Owner, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Job Order Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the Owner.
5. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the Owner and delivered to the Contractor constitutes the Owner's

acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.

6. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Job Order Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

6. Job Order Performance

Upon issuance of a job order the Contractor shall work with the assigned project manager to complete the work.

The Contractor shall provide full documentation to the City of all work, including, but not limited to: weekly meeting notes during construction, inspection reports, a comprehensive monthly summary report including status of all open Work Orders, punch-list reports as needed, as-built drawings and related items and any other reporting required or requested by the City.

During construction the Contractor will be required to submit, on a monthly basis, in a format acceptable to the City, a full cost-accounting report of the status of all expenses and individual budget items within the JOC for each Work Order, as well as quarterly reports of year-to-date and life-to-date contract expense.

7. Quality Control

Contractor is responsible for quality control and shall establish and maintain an effective quality control system. The Quality Control (QC) system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction and operations which complies with Job Order requirements. The Contractor shall review and certify as correct, complete, and in compliance with equipment as required by the Contract Documents. Quality Control is the sole responsibility of the Contractor.

8. Permits, Fees, and Notices

Unless otherwise provided in the Job Order, Contractor shall obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Owner will pay the permitting authority directly for the cost of any building permit. All other permits are the financial responsibility of the Contractor. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner. Contractor shall comply with and give

notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

9. Access to Work

The City, its Agent, and/or its Representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide facilities for such access so that the City, its Agent, and/or its Representative may perform their functions under the Job Order documents. If the specifications, the City, its Agent, and/or its Representative instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the City, its Agent, and/or its Representative timely notice of its readiness for observation by the Owner's Representative or inspection by another authority, and if the inspection is by an authority other than the City, its Agent, and/or its Representative, of the date fixed for such inspection, required certificates of inspection being secured by the Contractor. Observations by the City, its Agent, and/or its Representative shall be promptly made, and where practicable at source of supply.

If any work should be covered up without approval or consent of the City, its Agent, and/or its Representative, it must, if required by the City, its Agent, and/or its Representative, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the City, its Agent, and/or its Representative and, if so requested, the work must be uncovered by the Contractor. If such work be found in accordance with the issued Job Order documents, the City will pay the cost of re-examination and replacement.

ARTICLE IV: PRICING OF THE WORK

4.1 General

Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment and transportation to perform all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Job Orders. Pricing will be provided in excel spread sheet format exported from Construction Task Catalog.

4.2 Job Order Price

The pricing of the Job Order shall be determined as follows: The unit price for each item to be used from RS Means. The price (unit price x quantity x Adjustment Factor) is the total amount to be paid to the Contractor for the item for self-performed items or subcontractor-performed items. Cost for building permits, inspection fees, utility hookup fees, and other jurisdictional fees should be included on the Job Order Proposals as separate line items.

4.3 Contractor's Adjustment Factors

The Adjustment Factor for work performed during Normal Working Hours is 1.2075 for this contract. The Adjustment Factor for work performed during Other than Normal Working Hours is set at 1.2380. The Adjustment Factor for non-pre-priced items is 1.2050. This is fixed for a period of one year and may be adjusted per the ENR CCI Index according to the average of the twenty cities. These Adjustment Factors includes business costs, construction costs, and price variations.

4.3.1 Business costs included in the Contractor's Adjustment Factors include:

- Overhead costs, including, but not limited to: home office overhead, insurance, bonds, and indemnification, project meetings, training, management and supervision, mobilization and close-out for the contract and each Job Order ,and project office staff and equipment.
- Profit.
- Subcontractor's overhead and profit.
- All taxes for which a waiver is not available with the exception of the Washington Sales Taxes which will not be part of the adjustment factor(s) but rather a separate line item on each Job Order. However the use tax on materials for WAC 458-20-171 projects shall be part of the adjustment factor(s).

- Employee or Subcontractor's wage rates that exceed the prevailing wage rates.
- Fringe benefits, payroll taxes, worker's compensation, insurance costs and any other payment mandated by law in connection with labor that exceeds the labor rate allowances.
- Cost of financing the work.
- Business risks such as the risk of a lower than expected volume of work, smaller than anticipated Job Orders, poor Subcontractor performance, and inflation or material cost fluctuations.

4.3.2 Construction costs included in the Contractor's Adjustment Factors include:

- Services required to obtain filings and permits.
- Preparation and modification of proposals, sketches, drawings, submittals, as-built drawings, CADD drawings, microfilm, and other project records.
- Incidental engineering and architectural services.
- Office trailer and portable toilets for Contractor's use.
- Construction vehicles such as pick-up trucks, utility trucks, vans, flatbed trucks, tractors, trailers, etc.
- Storage devices or items such as gang boxes and containers for Contractor's tools, equipment and materials.
- Personnel safety equipment (e.g., hard hats, safety harnesses with lifeline or cabling, protective clothing, safety glasses, face shields, etc.), basic safety and warning signage, railings, minor barricades, tape, roping, cable, markings, cones; including traffic control cones, barrels and basic traffic sign, etc.
- Meeting Owner security requirements.
- Excess waste including roofing, drywall, VCT, carpet, wall covering, ceiling tile, pipe, conduit, siding, concrete, etc. This list is not intended to be all inclusive, but descriptive of the types of construction materials that are typically sold in standard lengths, sizes and weights.
- Removing and returning Owner's furniture and furnishings (e.g. chairs, tables, pictures, etc. but excluding modular furniture, wall or ceiling attached or fastened devices or furnishings, safes or other furniture requiring disassembly).

- Sealing, windows, and openings with plastic to contain construction dust and debris within the work area.
- Daily clean-up.
- Final professional project clean-up.
- Costs resulting from inadequate supply of building materials, fuel, electricity, or skilled labor.
- Costs resulting from productivity loss.
- Working in extreme temperatures (below or above normal) or adverse conditions such as excessive rain, wind, sleet or snow.
- Differences in project size; complexity and location.
- All costs for other than discreet items of work specifically required to complete a particular Job Order.

4.3.3 Price Variations:

- Contractors may find differences in labor, equipment and material costs due to certain economic factors. Variations in labor cost can also result from labor efficiency, labor restrictions, working conditions and local work rules. Variations in material costs can also result from the quantity of material purchased, the existing relationship with suppliers, and because the materials have been discontinued or have become obsolete.
- While diligent effort is made to provide accurate and reliable up-to-date pricing, it is the responsibility of the Contractor to review and analyze the unit prices, and to calculate their Adjustment Factors accordingly, prior to bidding.

4.3.4 General Costs:

- This list is not exhaustive and is intended to provide general examples of cost items to be included in the Contractor's Adjustment Factor as defined in the Contract.
- The only compensation to be paid to a Contractor for the unit price tasks will be:

Published Unit	X	Installation(or	X	Appropriate
Price		Demolition) Quantity		Adjustment Factor

- No additional payments of any kind whatsoever will be made. All costs not included in the unit prices must be part of the Adjustment Factors.

4.4 Labor and Materials Bond and Performance Bond

The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Labor and Materials Bond and a Performance Bond, on the forms provided by the City of Vancouver, in the amount of \$1,000,000 (one million dollars) executed by itself as principal and by a surety company authorized, licensed to do business in the State of Washington on the approved City of Vancouver form. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Revised Code of Washington, Chapter 39.08. The term of each Bond shall be one (1) year. In the event the parties agree to exercise the Contract extension, the Contractor shall deliver a new Labor and Materials Bond and a Performance Bond in the same manner.

4.5 Retainage

4.5.1 Per RCW 39.10.450, for purposes of chapters 39.08, 39.12, 39.76, and 60.28 RCW, each Job Order issued shall be treated as a separate contract.

4.5.2 Retainage on this contract will be administered in accordance with RCW 60.28.011. If RCW 60.28.011 is revised during the course of the contract, the most current language shall apply to this Contract.

4.6 Insurance

The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

In addition, all policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

- \$1,000,000 minimum/general liability
- \$1,000,000 combined single limit auto liability
- \$5,000,000 umbrella liability
- \$1,000,000 minimum/professional liability
- \$1,000,000 products
- \$1,000,000 for each accident;
- \$500,000 for each disease for each employee;

- \$1,000,000 for each disease policy limit.

Washington Stop Gap Coverage: Consultants located in in North Dakota, Ohio, West Virginia, Washington and Wyoming must have Washington Stop Gap coverage listed on the Certificate of Liability Insurance. The limits and aggregates noted above must apply to the Stop Gap coverage as well.

Coverage Trigger: The insurance must be written on an “occurrence” basis. This must be indicated on the certificate. Claims made policies will not be acceptable.

City Listed as Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the CGL policy and shown on the certificate as an additional insured with an additional insured endorsement.

City shall be listed as the Certificate Holder.

4.7 Items Not Found in RS Means

Non-priced items are specific line items not found in RS Means. Contractor shall submit unit prices for non-priced items that include reimbursement for all direct and indirect costs of the work, including overhead and profit, bond and insurance costs:

- a. Direct costs for Labor and Materials: Owner may request up to three bids from sources acceptable to Owner.
- b. Equipment Costs: If not found in the Unit Price Book, equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources: Associated General Contractors General Contractors Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement; current edition; State of Washington Utilities and Transportation Commission for trucks used on highways; National Electrical Contractors Association for equipment used for electrical work; and Mechanical Contractors Association of America for equipment used on mechanical work.

The Equipment Watch Rental Rate (Blue Book) shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, current edition.

4.8 Hours of Work

In addition to the Adjustment Factor for Work that is conducted during Normal Working Hours (7:00AM to 6:00PM, Monday through Friday), the Contractor may utilize a separate Adjustment Factor for Other than Normal Working Hours that occurs during Other than Normal Working Hours (6:00PM to 7:00AM, Monday through Friday, and weekends and holidays), if the Owner requested submission of such alternate Adjustment Factor at the time final proposals were due. Unless specifically identified or amended in the issued Job Order, all work shall be performed during Normal Working Hours.

4.9 Payment of Labor

- 4.9.1 For projects performed under this contract, the Contractor may be required to submit weekly/bi-weekly Certified Payrolls to the City of Vancouver Procurement Services upon request. The Job Order will specify if this is required.
- 4.9.2 The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hours work in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>. Prevailing wage rate will be based on the date of the Job Order issued by the City.
- 4.9.3 In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.
- 4.9.4 In connection with this Contract, for each issued Job Order, the Contractor and each subcontractor shall complete or have on file a current "Statement of Intent to Pay Prevailing Wages" (Form L&I Number F700-029-000) before payment will be made for work performed. An approved "Affidavit of Wages Paid" form must be filed upon completion of the project. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at <http://www.lni.wa.gov/TradesLicensing/PrevWage/>. The Department of Labor and Industries charges a fee for such approval and certification, which fee shall be paid by the Contractor. Any change in the fee will NOT be grounds for revision in Job Order Price.

The Contractor shall include this provision in all sub-contracts and shall require that it be placed in all sub-sub contracts at any tier.

- 4.9.5 All workers delivering fill, sand, gravel, crushed rock, transit/concrete mix, asphalt or other similar materials and all workers removing any materials from the construction site as required by the specifications are subject to the provisions of RCW chapter 39.12 and are entitled to the appropriate Prevailing Wage Rate. For purposes of this contract, such materials are for specified future use and per WAC 296-127-018, delivery and pick-up of the above listed materials constitutes incorporation.

4.10 Payment to the Contractor

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed, with Procurement Services, the Labor and Industries executed Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in WAC 296-127-320 Payroll. A Contractor and all subcontractors shall, within ten days after it receives a written request, as defined by RCW 39.12.010(4) file a certified copy of the payroll records with the Owner. A contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the previous month.

Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in 39.08.030 RCW and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

The Contractor shall submit invoices to City covering both professional fees and project expenses, as applicable. Payments to Contractor shall be made within thirty (30) days from submission of each invoice. The City reserves the right to correct any invoices paid in error according to the rates set forth in the specific Job Order. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

ARTICLE V: CONTRACT TERM, COMMENCEMENT, COMPLETION, AND LIQUIDATED DAMAGES

5.1 Contract Term

The initial term of this Job Order Contract is two (2) years, with an option on the part of the Owner to extend the Job Order Contract for an additional one (1) year, as provided in RCW 39.10.440. All extensions must be priced as in the Request for Proposal and mutually agreed to by the Owner and the Job Order Contractor.

All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Statement of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

5.2 Commencement Date

The commencement of Contract Time for any Job Order shall be the Contract Execution Date as defined in the General Conditions. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Contractor.

5.3 Completion Date

Each Job Order will specify the Physical Completion Dates for the Work. The Contractor shall attain Physical Completion within the dates established in the Job Orders.

5.4 Liquidated Damages

The applicable liquidated damages, if any, for failure to attain either Substantial Completion or Physical Completion will be specified by the Owner in the Job Order.

ARTICLE VI: SUBCONTRACTING

6.1 Statutory Requirements

- 6.1.1 Contactor shall comply with RCW 39.10.440, including, Contractor shall subcontract at least ninety percent (90%) of the Work performed under this Contract to entities other than the Contractor, including subsidiaries of the Contractor or Joint Venture member.
- 6.1.2 Contractor shall distribute subcontracted work as equitably as possible among qualified and available subcontractors including minority and woman-owned subcontractors to the extent permitted by law.
- 6.1.3 Contractor shall publish notification of intent to perform public works projects at the beginning of each contract year in a statewide publication and in a legal newspaper of general circulation in every county in which the public works projects are anticipated.
- 6.1.4 Contractor shall comply with RCW 39.10.450, including Contractor shall prepare and submit to the Washington State Office of Minority and Women's Business Enterprises a subcontracting plan that equitably spreads certified women and minority business enterprise subcontracting opportunities, to the extent permitted by the Washington state civil rights act, RCW 49.60.400, among the various subcontract disciplines.

6.2 Subcontractor Responsibility Criteria

- 6.2.1 The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
- 6.2.2 At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - 6.2.2.1 Have a current certificate of registration in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - 6.2.2.2 Have a current Washington Unified Business Identifier (UBI) number;
 - 6.2.2.3 If applicable, have:

- a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
- 6.2.2.4 Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

ARTICLE VII: MISCELLANEOUS**7.1 Cooperative Purchasing**

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver, at its sole discretion, may allow other public agencies to purchase goods and services under this specific Contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040. The City will provide a written authorization to that specific agency when such authorization is granted.

In addition, those public agencies who wish to use this contract must have an expressed, written Inter-Local Agreement (ILA) from the City of Vancouver specifically authorizing them to use of this specific contract. Previously executed ILAs do not extend that authorization to this contract. JOC Contractors shall be subject to the same contractual obligations.

7.2 E-Verify

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon Owner's request. Failure by Contractor to comply with this subsection shall be considered a material breach.

7.3 Employment of Labor

The Contractor agrees that all persons employed in it and by any of its subcontractors in work done pursuant to this Contract shall not be employed in excess of 8 hours in any one day, except as provided or allowed by law.

7.4 Equal Opportunity

It is the policy of the City of Vancouver to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program.

No person shall, on the grounds of race, color, religion, sex, handicap, national origin, age, citizenship, marital status, political affiliation or belief, be denied employment or benefits, or be discriminated against as a consumer, administrator or staff person under any program or activity receiving funds under this RFP.

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity.

Contractor shall provide equal opportunity in the administration of the contract and its subcontracts or other agreements.

7.5 Joint Venture Contractor

In the event that Contractor is a joint venture of two or more partners, all rights and responsibilities of the Contract shall be joint and several. Any notice, order, direction, request, or communication given by the Owner to the Contractor under this Contract shall be considered given to all joint venture partners if given to any one or more of such joint venture partners. Any notice, request or other communication given to the Owner by any joint venture partner shall be deemed to have been given by, and shall bind, all joint venture partners. In the event of the dissolution of the joint venture, the Owner shall have the unqualified right to select which joint venture partner(s), if any, shall continue with the Work under this Contract. Such selected partner(s) shall assume all liabilities, obligations, rights, and benefits of the Contractor under this Contract. Dissolution of the joint venture shall not be effected without prior consultation with the Owner. In the event of failure or inability of any joint venture partner(s) to continue performance under this Contract, the remaining joint venture partner(s) shall perform all services and Work and assume all liabilities, obligations, rights, and benefits of the Contractor under this Contract. Nothing in this Paragraph shall be construed or interpreted to limit the Owner's rights under this Contract or by law to determine whether the Contractor or any joint venture partner thereof has performed within the terms of this Contract.

7.6 Indemnity and Hold Harmless

Contractor agrees to indemnify, defend, save and hold harmless the Owner, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the Owner retains the right to participate in said suit.

This indemnity and hold harmless shall include any claim made against the Owner by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the Owner and the Contractor, such cost, fees and expenses shall be shared between the Owner and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the Owner. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

The Contractor agrees to include this language in each of their subcontracts and require of their lower tier Subcontractors that these provisions be included in the language of their Subcontracts.

7.7 Ownership of Records and Documents

All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the Owner. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the Owner. A copy may be retained by the Contractor.

7.8 Public Disclosure

Contractor should be aware that any records they submit to the Owner or that are used by the Owner may be subject to public records under the Washington Public Records Act (42.56 RCW). The Owner must promptly disclose public records upon request unless a statute exempts them from disclosure. Contractor should also be aware that if even a portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed. Exemptions, including those for trade secrets and "valuable formula," are narrow and specific. Contractor should clearly mark any record they believe is exempt from disclosure prior to submitting them to the Owner.

If Contractor is notified of a request for public disclosure, it is the Contractor's sole responsibility and discretionary decision to pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the Owner from any costs, attorney fees, or penalty assessment under Ch.42.56 RCW. However, if Contractor does not timely obtain and serve an injunction, the Owner will disclose the records, in accordance with applicable law.

7.9 City Business License

Contractor shall maintain a valid City of Vancouver business license during the term of or performance of Work under this Contract.

7.10 Governing Law

This agreement and the rights of the parties herein shall be governed by the laws of the State of Washington. Venue shall be in Clark County, Washington.

7.11 Compliance with the Law

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant federal, state and municipal laws, rules and regulations.

7.12 Disputes

In the event of any dispute between the parties regarding performance of this Agreement, prior to commencement of litigation, Owner may require Contractor to participate in mediation or arbitration, or both, in any forum or format as determined by Owner.

7.13 Audit

Contractor agrees and shall grant Owner or its representative access to records relating to Work under this Contract for auditing purposes. Auditing shall be at the Owner's discretion. Audits shall be performed in accordance with all Local, State and Federal requirements/statutes. Agencies not covered by Federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

7.14 Assignment

This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.

7.15 Contract Amendment

All changes to this Contract, except for changes to the Work for each specific issued Job Order, must be made by written amendment and signed by all parties to this Contract and shall be incorporated via written amendments to the Contract. The City Manager, or designate, is hereby authorized to execute amendments on behalf of the City.

7.16 Termination for Convenience

The Owner, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the Owner.

7.17 Future Non-Appropriation of Funds

If sufficient funds are not appropriated or allocated for payment under this Contract for any future fiscal period, the Owner will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the Owner in the event this provision applies.

7.18 Debarment and Suspension

By entering into this Contract, Contractor certifies that they are not debarred or suspended or otherwise excluded from or are ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". In addition, Contractor certifies that its subcontractor are not debarred or suspended during their contract period.

7.19 Entire Agreement

This Contract incorporates all the terms, covenants and understandings between the parties hereto and are merged into this document. No other agreements or prior understandings, verbal or otherwise, of the parties, or their agents, shall be considered as part of this agreement, or as valid or enforceable unless set forth herein.

7.20 Notices

Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto:

Owner: Anna Vogel
Procurement Manager
City of Vancouver
415 W 6th St.
P O Box 1995
Vancouver WA 98668-1995

Contractor: Tracey Malone
Vice President
Halbert Construction Services LLC
12013 NE 99th St, Ste 1630
Vancouver, WA 98682

IN WITNESS WHEREOF, the Parties hereto have executed this Job Order Contract by having their authorized representatives affix their signatures below.

CITY OF VANCOUVER

HALBERT CONSTRUCTION SERVICES

A municipal corporation

Eric Holmes, City Manager

Signature:

Tracey Malone / vice President

By: Printed Name / Title

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report

July 6, 2021 Council Workshop Meeting

Parker Estates Storm Facility Restoration Construction
Presenter: Sam Adams, Utilities Manager

Phone	Email
360.817.7003	sadams@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: There is a storm facility serving the Parker Estates Subdivision. The City is responsible for the maintenance of the storm facility. The storm facility is overgrown with vegetation and have been impacted by beaver dam activities immediately downstream which in turn have altered the original functionality.

The City have developed a restoration design, acquired all the necessary permits and inquired bids to restore the storm facility to the original functionality.

The construction project will consist of beaver flow device installations, pond restoration, outlet structure adjustment, fence enhancement, erosion control and reseeding.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? The project is to restore the Parker Estates storm facility to meet the original functionality.

What’s the data? What does the data tell us? N/A

How have communities been engaged? Are there opportunities to expand engagement? There is a public trail around the storm facility that is utilized by the neighborhood. The community around that area have contacted the City regarding the maintenance of the storm pond and trail/pathway.

Who will benefit from, or be burdened by this agenda item? Citizens who utilizes the trail and Parker Estates neighborhood that drains to the storm pond will benefit from this project.

What are the strategies to mitigate any unintended consequences? There are beaver activities downstream of the storm pond. Beaver dams are restricting the pond from discharging flow. The project design includes beaver flow devices that allows for the beavers to stay.

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. N/A

Will this agenda item improve ADA accessibilities for people with disabilities? Yes, the vegetation will be managed around the storm pond to allow for better access through the trail.

What potential hurdles exists in implementing this proposal (include both operational and political)? The maintenance staff will need to maintain the flow devices to ensure future functionality and continue maintenance of the storm pond.

How will you ensure accountabilities, communicate, and evaluate results? Staff, construction team and construction support will ensure project is completed per design and permitting restraints.

How does this item support a comprehensive plan goal, policy or other adopted resolution? This project will help us meet the NPDES Permit requirements.

BUDGET IMPACT: The construction cost is \$304,801.29 and the lowest bidder was Tapani, Inc. The lowest bid was about 6.5% (\$20,000) higher than the engineer's estimate. There is a 10% threshold on capital projects. The Stormwater budget has sufficient funds to complete this work.

RECOMMENDATION: Bid award in the amount of \$304,801.29 to Tapani Inc. and authorize Acting Mayor to sign contract. This item has also been placed on the July 6, 2021 Consent agenda for Council's consideration.



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

James E. Carothers, P.E. Date June 1, 2021
 Email stating reviewed/approved is attached to Original.

PROJECT NO. D1008				Engineer's Estimate: \$284,979.00		Tapani, Inc. 1904 SE 6th Place Battle Ground, WA 98604 360-687-1148		Haag & Shaw, Inc. 636 SE Third Avenue Camas, WA 98607 360-834-2514		McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671 360-835-8794	
DESCRIPTION: Parker Estates Storm Facility Restoration				Entered by: RLS							
DATE OF BID OPENING: May 28, 2021, at 10AM											
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	Mobilization	LS	1.00	\$20,000.00	\$20,000.00	\$26,400.00	\$26,400.00	\$12,500.00	\$12,500.00	\$30,000.00	\$30,000.00
2	Clearing and Grubbing	LS	1.00	\$100,000.00	\$100,000.00	\$80,000.00	\$80,000.00	\$51,166.00	\$51,166.00	\$180,000.00	\$180,000.00
3	Trimming and Cleanup	LS	1.00	\$30,000.00	\$30,000.00	\$38,000.00	\$38,000.00	\$20,008.00	\$20,008.00	\$1,000.00	\$1,000.00
4	Adjust Catch Basin	EA	1.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00
5	Erosion Control and Water Pollution Prevention	LS	1.00	\$30,000.00	\$30,000.00	\$46,000.00	\$46,000.00	\$55,259.00	\$55,259.00	\$12,000.00	\$12,000.00
6	High Visibility Fence	LF	150.00	\$5.00	\$750.00	\$8.00	\$1,200.00	\$10.00	\$1,500.00	\$2.50	\$375.00
7	Cement Concrete Traffic Curb	LF	26.00	\$26.00	\$676.00	\$250.00	\$6,500.00	\$256.00	\$6,656.00	\$164.00	\$4,264.00
8	Flow Device Protection System	EA	1.00	\$7,000.00	\$7,000.00	\$13,000.00	\$13,000.00	\$6,105.00	\$6,105.00	\$2,000.00	\$2,000.00
9	Pond Levelers	EA	3.00	\$10,000.00	\$30,000.00	\$4,500.00	\$13,500.00	\$16,653.00	\$49,959.00	\$5,000.00	\$15,000.00
10	Light Loose Riprap	CY	107.00	\$35.00	\$3,745.00	\$120.00	\$12,840.00	\$239.00	\$25,573.00	\$169.00	\$18,083.00
11	Modify Chain Link Fence	LF	1,315.00	\$15.00	\$19,725.00	\$18.00	\$23,670.00	\$35.00	\$46,025.00	\$22.00	\$28,930.00
12	Paved Trail Repair	LS	1.00	\$20,000.00	\$20,000.00	\$18,572.00	\$18,572.00	\$18,000.00	\$18,000.00	\$26,000.00	\$26,000.00
SUBTOTAL					\$262,896.00		\$281,182.00		\$293,951.00		\$319,152.00
SALES TAX (8.4%)					\$22,083.26		\$23,619.29		\$24,691.88		\$26,808.77
CONTRACT TOTAL (BASIS OF AWARD)					\$284,979.26		\$304,801.29		\$318,642.88		\$345,960.77



Staff Report

July 6, 2021 Council Workshop Meeting

Parker Estates Storm Facility Restoration Construction Management

Presenter: Sam Adams, Utilities Manager

Time Estimate: 5 minutes

Phone	Email
360.817.7003	sadams@cityofcamas.us

BACKGROUND: There is a storm facility serving the Parker Estates Subdivision. The City is responsible for the maintenance of the storm facility. The storm facility is overgrown with vegetation and have been impacted by beaver dam activities immediately downstream which in turn have altered the original functionality.

SUMMARY: The City have developed a restoration design, acquired all the necessary permits and inquired bids to restore the storm facility to the original functionality.

The construction project will consist of beaver flow device installations, pond restoration, outlet structure adjustment, fence enhancement, erosion control and reseeding. Construction management is necessary for the construction project.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? The project is to restore the Parker Estates storm facility to meet the original functionality.

What’s the data? What does the data tell us? N/A

How have communities been engaged? Are there opportunities to expand engagement? There is a public trail around the storm facility that is utilized by the neighborhood. The community around that area have contacted the City regarding the maintenance of the storm pond and trail/pathway.

Who will benefit from, or be burdened by this agenda item? Citizens who utilizes the trail and Parker Estates neighborhood that drains to the storm pond will benefit from this project.

What are the strategies to mitigate any unintended consequences? There are beaver activities downstream of the storm pond. Beaver dams are restricting the pond from discharging flow. The project design includes beaver flow devices that allows for the beavers to stay.

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. N/A

Will this agenda item improve ADA accessibilities for people with disabilities? Yes, the vegetation will be managed around the storm pond to allow for better access through the trail.

What potential hurdles exists in implementing this proposal (include both operational and political)? The maintenance staff will need to maintain the flow devices to ensure future functionality and continue maintenance of the storm pond.

How will you ensure accountabilities, communicate, and evaluate results? Staff, construction team and construction support will ensure project is completed per design and permitting restraints.

How does this item support a comprehensive plan goal, policy or other adopted resolution? This project will help us meet the NPDES Permit requirements.

BUDGET IMPACT: This project is our highest maintenance related priority for stormwater and will be supported by rates and included in the Fall Omnibus. The construction management cost is \$34,045.

RECOMMENDATION: Staff recommends Council approve the amendment to the existing D1008 consultant contract. This item will be placed on the July 19, 2021 Consent Agenda for Council's consideration.

SW WASHINGTON 2021 HOURLY RATE SCHEDULE

	<u>Regular</u>		<u>Regular</u>
Senior Principal	\$268.00	Project Manager – Survey	\$158.00
Principal	\$227.00	Land Surveyor IV	\$141.00
Engineering Manager	\$191.00	Land Surveyor III	\$129.00
Project Engineer	\$163.00	Land Surveyor II	\$122.00
Engineer IV	\$143.00	Land Surveyor I	\$118.00
Engineer III	\$130.00	Survey Technician IV	\$110.00
Engineer II	\$118.00	Survey Technician III	\$99.00
Engineer I	\$106.00	Survey Technician II	\$91.00
Project Manager – Design	\$170.00	Survey Technician I	\$83.00
Project Controls Manager	\$198.00	Survey Party Chief	\$123.00
Contract Administrator	\$143.00	Survey Instrument Person	\$87.00
Project Coordinator II	\$113.00	GIS Mapping Specialist	\$100.00
Project Coordinator I	\$103.00	GIS Mapping Specialist II	\$120.00
Design Technician IV	\$127.00	Senior Construction Manager	\$191.00
Design Technician III	\$116.00	Construction Manager	\$160.00
Design Technician II	\$107.00	Construction Inspector V	\$167.00
Design Technician I	\$90.00	Construction Inspector IV	\$145.00
Landscape Manager	\$165.00	Construction Inspector III	\$123.00
Project Manager – Landscape	\$139.00	Construction Inspector II	\$113.00
Landscape Architect II	\$124.00	Construction Inspector I	\$102.00
Landscape Architect I	\$107.00	Public Involvement Associate/Mgr.	\$128.00
Landscape Designer II	\$95.00	Public Involvement Coordinator	\$87.00
Landscape Designer I	\$88.00	Creative Designer	\$83.00
Planning Director	\$203.00	Environmental Manager II	\$155.00
Planning Manager	\$192.00	Environmental Manager I	\$139.00
Senior Planner	\$181.00	Environmental Specialist III	\$134.00
Planner	\$145.00	Environmental Specialist II	\$107.00
Planning Technician	\$115.00	Environmental Specialist I	\$90.00
Accounting Manager	\$166.00	Natural Resource Specialist IV	\$124.00
Project Accountant	\$111.00	Natural Resource Specialist III	\$113.00
Administrative Manager	\$119.00	Natural Resource Specialist II	\$100.00
Administrative Assistant	\$83.00	Natural Resource Specialist I	\$90.00
Clerical	\$73.00	UAV Pilot	\$124.00
Survey Manager	\$176.00		

The above rates cover salaries, overhead and profit. All other materials and expenses will be billed on an actual cost plus 10% basis. Overtime rates will be 1.5 times unless otherwise negotiated. These rates will be adjusted annually or as necessary to reflect market conditions. Sub-Consultants costs will be on actual cost plus 10% to compensate MacKay Sposito for Business Occupation Tax and administrative costs.

Per diem rates for travel within the continental United States will be billed in accordance with the rates published by the Office of Governmentwide Policy, General Services Administration (GSA) for the applicable fiscal year. Mileage will be billed in accordance with standard mileage rates published by the Internal Revenue Service.

Engineering categories are in accordance with ASCE Classifications. Rates detailed above do not apply to Federal or State contracts with specific Wage Determinations or mandated prevailing wage/fringe benefits minimum.

Exhibit “A” – Scope of Services

City of Camas
Parker Estates Storm Facility Restoration
Construction Management and Inspection
June 18, 2021

1.0 PRE-CONSTRUCTION

1.1 PROJECT SETUP

- 1.1.1 Setup the SharePoint site including project documentation structure
- 1.1.2 Prepare project key personnel contact list and communication diagram and distribute to the project team
- 1.1.3 Prepare/coordinate submittal list
- 1.1.4 Review preconstruction submittals (site specific safety plan (SSSP), erosion control plan, etc.)

1.2 PRE-CONSTRUCTION MEETING

- 1.2.1 Prepare and distribute draft agenda to CLIENT for review/comment
- 1.2.2 Schedule pre-construction meeting and distribute agenda to attendees
- 1.2.3 Attend and lead the meeting
- 1.2.4 Prepare and distribute meeting minutes

1.3 DOCUMENT PRE-CONSTRUCTION SITE CONDITIONS

- 1.3.1 Perform site visit
- 1.3.2 Collect pre-construction site photos

2.0 BEAVER STATE CONSULTATION

2.1 INSTALLATION OF BEAVER POND LEVELERS & STORM POND OUTFALL PROTECTION

- 2.1.1 Onsite services
 - 2.1.1.1 Review Materials, direct assembly, and assist in installation of beaver devices.

- (a) Assumes four days on-site coordinating with Contractor

2.1.1.2 Perform Final inspection

- (a) Assume one day on site

3.0 CONSTRUCTION

3.1 CONSTRUCTION MANAGEMENT

3.1.1 Submittals

- 3.1.1.1 Track review status and schedule and pursue submittal responses to avoid schedule impacts.

3.1.2 Requests for Information (RFIs)

- 3.1.2.1 Review and provide recommendations as appropriate.
- 3.1.2.2 Review RFI responses prior to routing back to the original submitter.

3.1.3 Change Orders

- 3.1.3.1 Receive and log applicable information (submission date/time, number, description, responsible reviewer(s), etc.)
- 3.1.3.2 Review for validity, schedule impacts and cost. Provide recommendation of approval or denial and proposed adjustments to CLIENT.

3.1.4 Quality Control

- 3.1.4.1 Review construction inspector reports and photographs weekly

3.1.5 Pay Request Review

- 3.1.5.1 Review Contractor Pay Request submittals
- 3.1.5.2 Confirm all work is complete and all required contractor documentation has been submitted and reviewed prior to recommending final payment

3.1.6 Schedule Compliance

- 3.1.6.1 Review contractor's bi-weekly progress schedule update
- 3.1.6.2 Review overall project schedule for milestone impacts
- 3.1.6.3 Document any schedule deviations and resolve impacts with contractor and CLIENT

3.2 CONSTRUCTION INSPECTION

3.2.1 Attend weekly meeting with construction contractor

3.2.2 Monitor contractor's schedule and ensure the appropriate inspection staff are available and on-site when needed

3.2.3 Perform weekly inspections of the work to ensure compliance with the construction documents

3.2.4 Complete weekly inspection reports and photographs documenting:

- 3.2.4.1 Personnel – who, what, where, when

- 3.2.4.2 Equipment – with a particular focus on malfunctions or breakdowns that may impact the schedule
- 3.2.4.3 Materials – in accordance with the approved submittal(s)
- 3.2.4.4 Safety – in accordance with the approved SSSP, adjusted as necessary based on changes to the work. Communicate safety concerns to the construction contractor and CLIENT and stop work if necessary.
- 3.2.4.5 Environmental compliance
- 3.2.4.6 Non-conforming work
- 3.2.5 Review as-builts to ensure they are up to date and accurate
- 3.2.6 Upload weekly inspection reports and photographs to SharePoint
- 3.2.7 Look ahead to upcoming construction activities, review the specifications and drawings for those activities, and identify potential issues/concerns ahead of the work.

3.3 CONSTRUCTION PROGRESS MEETINGS

- 3.3.1 Attend construction meetings with bi-weekly onsite attendance

4.0 POST-CONSTRUCTION

4.1 PUNCH LIST/CLOSEOUT

- 4.1.1 Prepare and distribute a project punch list identifying deficiencies and remaining work items to be completed. Answer construction contractor questions and provide clarification regarding remaining work items.
- 4.1.2 Assist with project close out including obtaining warranties and guarantees and close out of project permits
- 4.1.3 Schedule and lead a final project walk through
- 4.1.4 Provide recommendation of project acceptance
- 4.1.5 Compile project documentation, including archive CD of the SharePoint site, and deliver to CLIENT

Total Project Compensation \$34,000.00

General Assumptions:

Assumes a 10-week timeline

On-Site weekly for a 2-hour period with additional site visits if necessary.



PROFESSIONAL SERVICES FEE SCHEDULE

Parker Estates Storm Facility Restoration

MacKay Sposito Inc.										Subconsultant Fee	Expenses	TOTALS	
Staff Role/Title: Fully Burdened Rate:		SR PM/PIC	Construction Manager	Sr. Permit Specialist	Environmental Construction Inspector	Construction Inspector I	Engineer III	PM - Survey	Land Surveyor III	Survey Technician III	Beaver State		
		\$227.00	\$160.00	\$135.00	\$134.00	\$102.00	\$130.00	\$158.00	\$129.00	\$99.00			
Task ID	Task Description	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	\$	\$	
Basic Services and Deliverables													
1.0 Pre-Construction													
1.1 Project Setup													
1.1.1	Setup Sharepoint site		4										\$640
1.1.2	Prepare & distribute Contact list		2										\$320
1.1.3	Prepare & coordinate submittal list		2										\$320
1.1.4	Review pre-construction submittals		8										\$1,280
													\$0
													\$0
1.2 Pre-Construction Meeting													
1.2.1	Prepare meeting agenda		2										\$320
1.2.2	Schedule Pre-Con		2										\$320
1.2.3	Attend / Lead Pre-con meeting	2	2										\$774
1.2.4	Prepare & distribute minutes		2										\$320
													\$0
1.3 Document Pre-Construction Site Conditions													
1.3.1	Site visit / Photos		2										\$320
													\$0
2.0 Beaver State Services													
2.1.1	Review materials, direct assembly, and assist in installation of beaver devices										\$ 8,000		\$8,000
2.1.2	Final Inspection / closeout										\$ 4,100		\$4,100
													\$0
3.0 Construction													
3.1	Construction Management	6	24		4		12						\$7,298
3.2	Construction Inspection		24								\$ 250		\$4,090
3.3	Construction Progress meetings		16		2								\$2,828
													\$0
4.0 Post Construction													
4.1	Punch list / Closeout	1	8		2		1						\$1,905
													\$0
													\$0
	Sub-Consultant Markup (10%)											\$ 1,210	\$1,210
Design Tasks Summary of Hours													
		9	98	0	8	0	13	0	0	0	\$ -		128
												Total	\$34,045



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 2

616 NE 4th Avenue
Camas, WA 98607

Project No. D1008

PARKER ESTATES STORM FACILITY RESTORATION

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the ___ day of ___, 20___, by and between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and MacKay Sposito, Inc., hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may hereinafter be referred to collectively as the "Parties."

The Parties entered into an Original Agreement dated 5/21/2020, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

1. Scope of Services. Consultant agrees to perform additional services as identified on Exhibit "A" (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.

a. [] Unchanged from Original/Previous Contract

2. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this Amendment by:

a. [] Extended to ___, 20___

b. [x] Unchanged from Original/Previous Contract date of December 31, 2021

Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement.

3. Payment. Based on the Scope of Services and assumptions noted in Exhibit "A", Consultant proposes to be compensated on a time and material basis per Exhibit "B" (Costs for Scope of Services) with a total estimated not to exceed fee of:

a. Previous not to exceed fee: \$ 71,029.00

b. Amendment No. 2: \$ 34,045.00

c. Total: \$105,074

d. Consultant billing rates:

[x] Modification to Consultant Billing Rates per Exhibit "C" attached herein

[] Unchanged from Original Contract

4. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this 25th day of June, 2021.

CITY OF CAMAS:

CONSULTANT:

Authorized Representative

By: _____

By: 

Print Name: _____

Print Name: Rob Palena

Title: _____

Title: Vice President

EXHIBIT "A"
AMENDED SCOPE OF SERVICES

**EXHIBIT “B”
AMENDED COSTS FOR SCOPE OF SERVICES**

**EXHIBIT “C”
AMENDED CONSULTANT BILLING RATES**



Staff Report

July 6, 2021 Council Workshop Meeting

Downtown Infrastructure Analysis
Presenter: Steve Wall, Public Works Director
Time Estimate: 15 minutes

Phone	Email
360.817.7899	swall@cityofcamas.us

BACKGROUND: The City contracted with MacKay Sposito in fall 2019 to complete an "infrastructure analysis" within the area of what's commonly referred to as Downtown Camas. Staff provided a copy of the Downtown Infrastructure Analysis to Council and provided a brief summary of the completed document at the August 17, 2020 City Council Workshop. The City Council has more recently requested that Staff bring back the Analysis for additional Council discussion.

SUMMARY: As presented to the City Council in August 2020, the reason for completing the Analysis and the majority of the information included in the document is intended as a high-level planning tool to inform the City's overall Capital Improvement Plan, specifically regarding improvements and revitalization projects in the downtown area. The Analysis was not necessarily intended to be a driver for any immediate specific infrastructure improvements. However, there are items identified in the Analysis that could potentially be completed without further planning. Examples of items include areas of sidewalk and ADA Ramp replacements, replacement of hazardous trees, management and/or replacement of trees that have reached their useful life given their location, and television inspection of utility lines. There are not currently any funds in the adopted 2021/2022 Budget specifically allocated for any of the improvements identified in the Analysis.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item?

- Provide Council with another opportunity to discuss the Downtown Infrastructure Analysis.

What's the data? What does the data tell us?

- N/A

How have communities been engaged? Are there opportunities to expand engagement?

- The community as a whole has not been engaged to date. It is anticipated public outreach will be needed as specific projects are completed.

Who will benefit from, or be burdened by this agenda item?

- N/A

What are the strategies to mitigate any unintended consequences?

- As stated above, the Analysis was intended to be used as tool to inform future planning efforts or larger projects in the Downtown area. Implementation of any specific project identified in the Analysis needs to be carefully weighed against the potential for future removal by another larger project or revitalization effort.

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.

- N/A

Will this agenda item improve ADA accessibilities for people with disabilities?

- The specific Infrastructure Analysis does not improve ADA accessibilities; however, there are future projects identified in the Analysis that will.

What potential hurdles exists in implementing this proposal (include both operational and political)?

- N/A

How will you ensure accountabilities, communicate, and evaluate results?

- N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution?

- The Downtown Infrastructure Analysis is a planning document that supplements the comprehensive plan and many other planning documents for the City.

BUDGET IMPACT: There is no Budget Impact as a result of this specific Agenda item. Potential completion of any identified projects in the Analysis should be discussed during the City's Budget Process, weighed against other priorities, and then budgeted for as approved by Council.

RECOMMENDATION: This item is for information and discussion purposes only.



Downtown Camas Infrastructure Analysis

May 2020



Prepared for:
City of Camas Public Works Department

Prepared by:
MacKay Sposito



1. Overview

1.1. Background / Purpose

Mackay Sposito was selected by the City of Camas to complete an infrastructure analysis within the boundaries of Historic Downtown Camas. Topics included in this analysis are:

- Street Pavement Condition
- Sidewalk and Curb Ramp ADA Compliance
- Street Tree Replacement
- Pedestrian / Vehicular Conflicts and Connectivity
- Public Utilities (Potable Water, Sanitary Sewer, Storm Sewer)
- Event/Festival Electrical Service

The purpose of the analysis is to identify and develop a prioritized list of recommended upgrade projects for the study area, supported by project descriptions and rough order of magnitude budget estimates. The information is intended as a high-level planning tool to inform the City's overall Capital Improvement Plan. In addition to specific upgrade projects, there are recommendations for additional studies and data collection to supplement the City's existing infrastructure data and documentation.

1.2. Study Area

For purposes of this study the Historic Downtown Camas area is defined as NE Adams St. to NE Garfield St., and NE 3rd Ave. to NE 7th Avenue, including both sides of the bordering streets. For the prioritization purposes of this study the downtown area has been divided into two regions: 1) areas inside the Core which exhibit higher levels of activity and character representative of the Downtown Design Manual Standards 2) areas outside the Core. For purposes of this study the Downtown Core area is defined as NE 4th Ave. from Adams to Everett, NE 3rd Ave. from Adams to Birch, NE 5th Ave. from Adams to Dallas, and NE Birch, Cedar and Dallas St. from NE 3rd Ave. to NE 5th Ave. See the analysis area map included in Section 3.4 CIP Project Sheets.

2. Inventory / Analysis

2.1. Introduction

The infrastructure's age, coupled with periodic upgrades and replacements since its original construction, means it is currently made up of a wide variety of material types. This includes a mix of standard and exposed aggregate sidewalks, old brittle steel water mains, and a sanitary sewer system that includes a mix of brick and concrete manholes, clay pipe, and some PVC and CIPP repairs and rehabilitation. Although the City has been diligent in mapping the most recent improvements, there are gaps in information as to the means, methods, location and condition of much of the utility infrastructure. Therefore, the level of inventory and subsequent analysis and recommendations provided in this study are presented for high-level planning purposes. The process for the inventory and analysis for this study consists of the following basic steps:
Inventory

- Collect and review existing as-builts and other documentation (provided by City);
- Conduct interviews with City engineering and operations and maintenance staff;

- Conduct site reconnaissance to supplement and update existing data provided and assess visible infrastructure such as pavement condition and ADA compliance.

Analysis

- Establish prioritization and assessment criteria;
- Evaluate inventory data against the assessment criteria;
- Identifying and prioritizing projects;
- Review findings, finalize prioritization criteria, and develop a project list with City staff prior to proceeding with the Capital Improvement Plan.

2.2. Inventory

2.2.1. Existing Document Review

The following documents were reviewed:

- Water System Plan Update (2019)
- ADA Transition Plan for the Public Right of Way (2015)
- Pavement Management Program Budget Options Report (2016)
- Six Year Street Priorities 2016-2021 (2015)
- Tree Inventory – Downtown Camas (2017)
- Downtown Stormwater Maps and As-builts (varied dates)
- General Sewer Plan (2007, Amended 2010)
- Downtown Design Manual (2008)
- City Engineering Standards

2.2.2. Staff Interviews

MacKay Sposito conducted two back-to-back interviews with City Staff on October 25th, 2019 to gather relevant information regarding current downtown challenges, concerns and priorities. The first interview was with staff responsible for streets and stormwater systems. The second was with sanitary sewer and water supply systems staff.

2.2.3. Site Reconnaissance

MacKay Sposito staff conducted a site reconnaissance visit in early December 2019 to assess sidewalk paving, potential pedestrian/vehicular conflicts, connectivity, curb ramps, and street trees. With regard to ADA accessibility, we did not conduct a detailed assessment of each curb ramp as they have already been addressed in the ADA Transition Plan for the Public Right of Way, completed by the City in 2015. However, we did complete a general assessment as to whether ramps needed repair or replacement. A number of ramps have been replaced in recent years and based on site observations, were considered generally compliant.

Primary attributes inventoried during the visit were:

- Surface Quality and Types
 - Excessive or severe cracking and/or spalling
 - Exposed Aggregate Paving
- Public Risk

- Tripping and Slipping Hazards
- Pedestrian / Vehicular Conflicts
- Connectivity
 - Architectural Barriers such as planters, furnishings or fenced seating areas that encroach into accessible routes
 - Areas that are missing sidewalks
- ADA Compliance
 - Ramps that are obviously out of compliance and need replacement
 - Sidewalks that have heaved or settled, resulting in abrupt vertical changes greater than ¼"
 - Excessive cross slopes
- Downtown Design Manual Compliance

The findings of the Site Reconnaissance visit consist of field notes with rough quantities, hand marked base maps, and corresponding photos. The data collected serves as the basis for the analysis summary and the CIP projects identified later in this study.

2.3. Analysis Summary

2.3.1. Prioritization Criteria

The information gathered and reviewed during the inventory effort was weighed and analyzed against the following prioritized criteria:

Priority 1: Public Safety

- High pedestrian/vehicular incident locations
- Sidewalk slipping and tripping hazards
- Hazardous trees

Priority 2: Property Damage

- Basement flooding and causes
- Street ponding and causes
- Sewer main/lateral flow restrictions or backups and causes

Priority 3: Downtown Core Improvements

- Aesthetics/accessibility/ADA compliance
- Project phasing and impacts to businesses
- Curb to curb roadway and utility reconstruction

Priority 4: ADA compliance

Priority 5: Pavement preservation

Priority 6: Utilities replacement

Priority 7: Pavement reconstruction

2.3.2. Findings

The following is a general summary of the analysis findings and recommendations.

Priority 1: Public Safety

- Downtown perimeter streets, Adams St., 3rd Ave., and Garfield St., experience higher traffic volumes, which conflict with pedestrian walking access to downtown. The addition of pedestrian crossing safety improvements would improve pedestrian safety and access beyond the current standard crosswalk striping.
- The flashing light at 6th and Dallas has been identified as a safety concern. This intersection is under review by the City and is not included in this analysis.
- The most predominant public safety hazards we observed are tripping and slipping hazards. Tripping hazards consist of sidewalk panels that have either settled and/or heaved, creating abrupt grade differences or severe cracking and spalling, resulting in uneven surfaces. Slipping hazards are attributed mainly to exposed aggregate paving that is slick when wet.
- Hazardous trees are contributing to public safety risk in two ways; first, as a common cause for sidewalk heaving, and second, as a risk for sudden branch drop (particularly along 4th Ave.) that can injure people and property. Hazardous trees inventory and recommendations are further discussed in the 2017 Downtown Tree Inventory.

Priority 2: Property Damage

- Based on information obtained during City staff interviews, there are several basements that periodically flood. One potential flooding cause is cross connections between downspouts and floor drains into sanitary sewer lines. Several unmapped lines were discovered during previous street light construction work. It is recommended that smoke testing and video inspection be completed to verify the specific cause, and measures be taken to connect downspouts to the storm system. Areas identified with flooding basements include:
 - Mill City Brewery
 - Vicinity of Adams and 4th
- Based on interviews with the City staff, several streets were identified as having ponding issues. One cause described was root intrusion into many sanitary sewer lines, especially along 4th Ave. It is recommended that the lines be video inspected to gain a better understanding of repairs needed. The following areas were identified:
 - 6th and Adams ponding – usually due to clogged drains from leaves etc.
 - Dallas from 7th to 6th – bubble up issues
 - 4th and Birch periodic street flooding
 - 5th and Dallas floods frequently
 - Lots of root encroachment into lines, particularly on 4th

- 5th and Cedar bubble-ups
 - Everett and 3rd street flooding
- The following information was shared during the City Staff interviews regarding sewer main/lateral flow restrictions or backups:
 - There are many downspouts connected to the sanitary sewer that need to be redirected to the storm sewer;
 - Most of the Sewer is comprised of clay or concrete. Manholes are a mix of brick and concrete.
 - Recurring maintenance is primarily root intrusion, particularly with clay pipes, with the worst conditions on 4th Ave near large street trees.
 - No odor issues have been detected downtown.
 - Estimated that only 50% of existing sanitary sewer laterals have cleanouts. Some are only accessible from basements.
- Basements encroaching into right-of-way
 - It was noted that in some locations, existing basements have been found to encroach into the public right of way. This appears to be most prominent along 4th Avenue in the Downtown Core. Identifying or assessing these locations is not included in this analysis. Further research is recommended prior to proceeding with major sidewalk, roadway or utility reconstruction work that may encounter basement encroachments.

Priority 3: Downtown Core

- Aesthetically, the Downtown Core (see map Section 3.4) best exemplifies the application of the Downtown Design Manual guidelines and standards. The streets have been narrowed to emphasize pedestrian circulation, landscape improvements, and site furnishings and amenities. Storefront parking has been maintained and street trees are present throughout. However, hazardous street trees remain an issue and contribute to degradation of paving and public safety.
- Project phasing and business impact considerations are critical for downtown reconstruction projects. This is particularly true for projects within the Downtown Core which have access challenges and higher density of businesses and uses.

Priority 4: ADA Compliance

- The City of Camas has an ADA Transition Plan in place, which includes Self Evaluations that have been completed throughout the study area. This analysis builds upon that effort, and provides a generalized review of surface and ramp conditions. This includes identifying obstructions and/or damaged sidewalks that disrupt continuous accessible routes. The obstruction and damage reviewed include rough surfaces, lips that exceed ¼", and unimproved ramps that do not meet current ADA standards.

- A key point to consider when planning street upgrades is that The Department of Justice (DOJ) provides precedence with the “Safe Harbor” (§ 35.150(b)(2)(i)) provision, which does not require upgrade of any substandard ramps built before 2012, as long as they meet 1991 standards and are not part of a planned alteration. However, any street pavement restoration project, or other physical alteration after 2012 that affects a pedestrian crossing is required to be upgraded by the US Department of Justice. Therefore, any upgrades resulting from this study will most likely require associated ADA upgrades.
- The following are the prioritized hierarchy of ramp replacement needs based on the City’s adopted ADA Transition Plan:
 - High need for replacement consisting of curb ramps that create a barrier to mobility with the following characteristics:
 - Lack of level landing;
 - Obstructions or damaged sidewalks;
 - Steep grade on ramp throat or ramp wings; or
 - 1/2” or more lip at the curb gutter.
 - Medium need for replacement consisting of borderline sidewalk ramps that may be accessibility barriers. In some cases, these may be upgraded with minor improvements, such as a retrofit warning pattern or curb grinding to eliminate an excessive lip. These have the following characteristics:
 - Level landing near ramp;
 - No obstructions or tripping hazards;
 - Less than 1/4” lip at curb gutter;
 - No detectable warning patterns
 - Low need for replacement have the following characteristics:
 - Ramps with detectable warning patterns;
 - Level landing behind ramp;
 - No obstructions such as utility poles or tripping hazards (one half of an inch high uplifted sidewalk panel);
 - Less than 1/4” lip at curb; and
 - The ramp throat is less than three feet wide.

Priority 5: Pavement Preservation

- The 2016 pavement management report classifies pavement conditions ranging from very poor to very good. The vast majority of downtown streets are in good to very good condition and only require periodic pavement preservation maintenance (crack sealing, slurry seal, etc.).

Priority 6: Utilities replacement

- Water
 - Static pressures are high, in the 100-115 psi range
 - Leak testing done several years ago.

- Most services are galvanized and need replacement
- There are several old water lines that are out of commission.
- Water lines are brittle
- Unmetered services were installed in the past for irrigation and for spigots. City would like these to be metered and have backflow prevention installed.
- Sewer
 - There are many downspouts connected to the sewer that will need to be disconnected. Video inspection and smoke testing may be needed to locate cross connections.
 - Sewer that has been replaced via pipe bursting from Adams to Garfield within the past 20 years.
 - General Sewer plan is in process of update right now.
 - Most of the Sewer is comprised of clay or concrete. Some brick MH's. Some brick cones. Very little PVC.
 - Recurring maintenance is primarily root intrusion, particularly with clay pipes. Worst condition on 4th.
 - Need to TV lines and get a condition assessment.
 - No odor issues downtown.
 - No known corrosion
 - Estimated 50% of existing sewer laterals have cleanouts. Some are only accessible from basements.
- Electrical Outlets and Lighting
 - The downtown area hosts a number of annual events, including the 4th Ave Farmers Market between Franklin and Everett, and Camas Days which covers a wide downtown area.
 - Existing electrical service for street events is insufficient to support current and future needs.
 - Roadway illumination receptacles, designed for holiday lighting, are currently being utilized for high energy items (e.g. cooking appliances), causing frequent breaker tripping.
 - One existing electrical vehicle charging station is located on the west side of Franklin, north of 4th. This station is not operating due to maintenance issues. Additional charging stations may be desired downtown.

Priority 7: Pavement reconstruction

- Streets classified as poor or very poor generally have severe alligator cracking which indicates base failure and the need for full depth reconstruction. These areas include:
 - Adams - 6th to 7th
 - 7th - Adams to Birch
 - Franklin - 4th to 5th

- Franklin - 6th to 7th
- Birch – 6th to 7th
- 4th from Adams to Everett shows signs of wear and cracking due to age, frequent street sweeping, and significant utility pavement cuts. Surface conditions indicate the subbase and subgrade are likely in fair condition and that a grind and inlay would suffice. That being said, we do not recommend investments to improve pavement condition, other than pavement preservation, without first rehabilitating or replacing underground utilities. Trenching for utility replacements would likely drive the need for full street section reconstruction due to the significant amount of pavement cuts required.

2.3.3. Additional Studies Needed

Additional studies and investigations that are likely need to support infrastructure improvements include:

- Street Tree Replacement Master Plan;
- Sanitary and Storm Smoke Testing/Video Inspection (see project P-6);
- Water System Leak Testing (note: City staff noted previous leak testing was completed but the results/reports were not readily available at the time of this study)
- Traffic Study to warrant signalized crossings or other pedestrian crossing safety upgrades;
- Geotechnical investigations

3. Capital Improvement Plan

3.1. Introduction

Based on inventory and analysis findings, MacKay Sposito has categorized and prioritized recommended projects to be completed in the downtown study area. Each project identified is accompanied by a rough order of magnitude cost estimate, project description, and a map depicting project locations where applicable. This information is intended for use as a planning tool, and is organized to serve as an extension of the overall City of Camas CIP that is specific to upgrades within the downtown area.

3.2. Project Categorization

The recommended projects identified within this study are general in nature. They are designed to represent typical or standard examples of projects and costs that can be applied at multiple locations. For example, Pedestrian Crossing Safety Upgrades may occur in multiple locations within the downtown, but the same project description and cost applies to a single location. The following is a list that makes up the project categorization:

- P-1 Isolated Sidewalk, ADA Ramp, Tripping Hazards Replacement – Downtown Core
- P-2 Isolated Sidewalk, ADA Ramp, Tripping Hazards Replacement – Outside Core

- Full Block Sidewalk and ADA Ramp Replacement - Downtown Core
- Full Block Sidewalk and ADA Ramp Replacement – Outside Core
- Pedestrian Crossing Safety Upgrades
- Smoke Testing/Video Inspection – Sanitary and Storm Sewer Systems
- Downspout Separation
- Event/Festival Electrical Upgrades
- Hazard Tree Removal and Replacement Program
- Curb to Curb Pavement and Utilities Reconstruction – Downtown Core
- Curb to Curb Pavement and Utilities Reconstruction – Outside Core
- Pavement Preservation

3.3. Cost Estimating Assumptions

High-level cost estimates were developed for each project utilizing average unit prices from recent publicly-bid projects, and through discussions with engineers and construction contractors. All costs are in April 2020 dollars and each estimate includes contingency factors, general conditions and overhead, engineering & planning, and City administration. Given the planning-level nature of this analysis, additional, more detailed design and cost estimating will be needed for project implementation.

3.4. CIP Project Sheets (description, map, estimate)

The following project sheets describe each project and provide a rough order of magnitude cost estimate, and map depicting the project locations where applicable.

4. Summary

In summary, the historic downtown Camas area is a vibrant, unique, and valuable community asset. While the downtown has a storied history and bright future, substantial public infrastructure investments are needed to improve safety, avoid future property damage (flooding, danger trees, utility failure), and upgrade existing roads and utilities to maintain access and reliability.

Document References

- Water System Plan Update (2019)
- ADA Transition Plan for the Public Right of Way (2015)
- Pavement Management Program Budget Options Report (2016)
- Six Year Street Priorities 2016-2021 (2015)
- Tree Inventory – Downtown Camas (2017)
- Downtown Stormwater Maps and As-builts (varied dates)
- General Sewer Plan (2007, Amended 2010)
- Downtown Design Manual (2008)

For questions or additional information please contact:

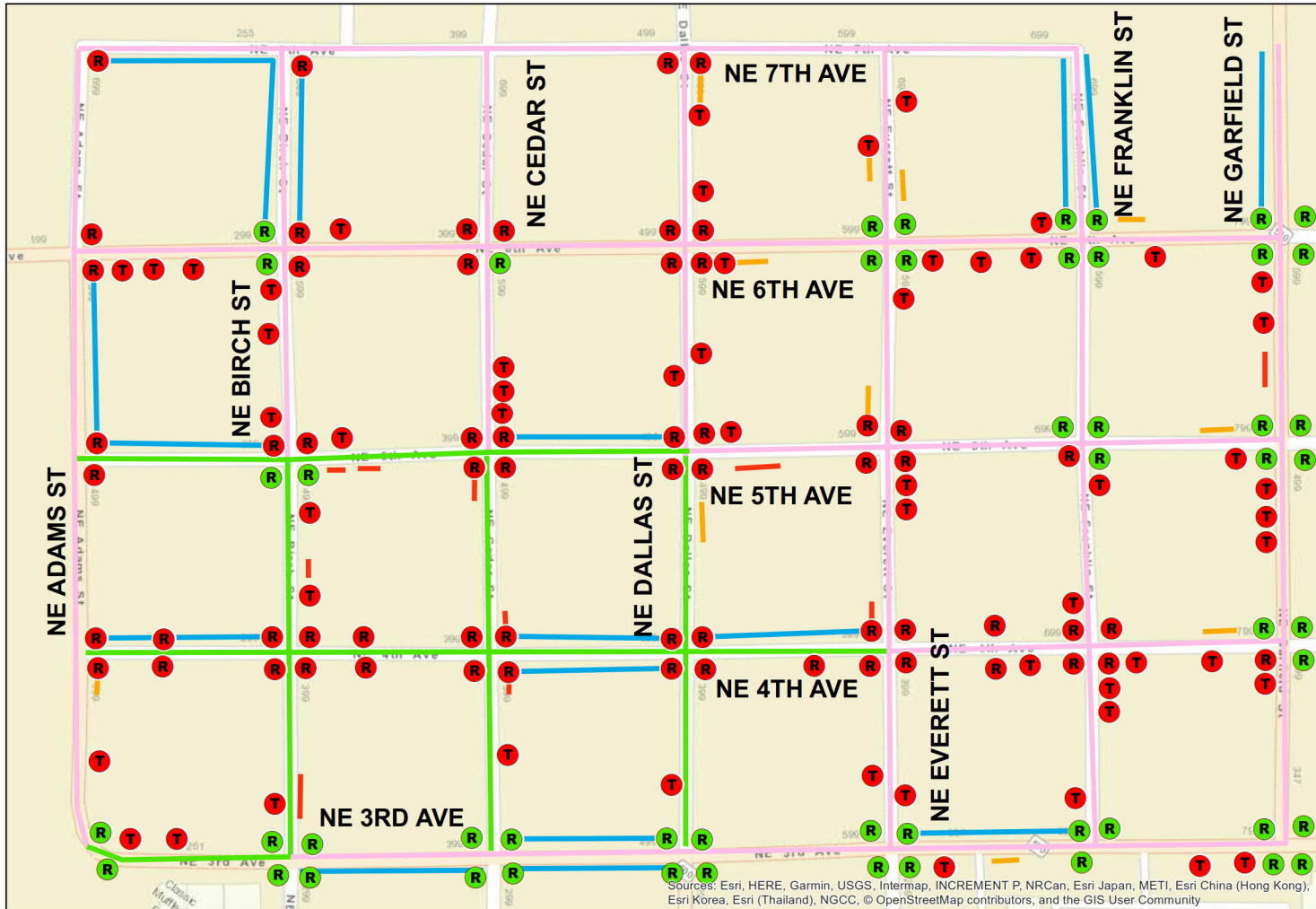
Jason Irving, MacKay Sposito, (360)-334-5118 or jirving@mackaysposito.com.



City of Camas Downtown Infrastructure Analysis



Analysis Area Map





Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community



Existing Legend

- T Tripping Hazard - Repair
- R Ramp - Repair
- R Ramp - General Compliant
- Outside Core
- Downtown Core
- Full Block Sidewalk Replacement
- Severe Cracking
- Exposed Aggregate

	City of Camas Downtown Infrastructure Analysis	
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Project Identification: P-1
Project Name: Isolated Sidewalk, ADA Ramp, and Tripping Hazards Replacement – Downtown Core

Project Description:
 The project includes removing and replacing isolated sections of sidewalk to replace existing exposed aggregate sidewalks and address severe cracking and tripping hazards. The project also includes constructing new ADA compliant curb ramps to address safety concerns and accessibility deficiencies within the Downtown Core. The limits of this work are from the right-of-way or building face to back of existing curb. The project includes addressing all areas in the Downtown Core that do not meet the >25% criteria and assumes the work will be completed in a single project. See project P-2 for similar improvements outside of the Downtown Core. The project assumes that design and construction will meet the City’s Downtown Design Manual guidelines. Examples of removal/replacement include:

- Exposed aggregate sidewalks
- Severely cracked or lifted sidewalks, including panels around existing tree wells
- Installing ADA compliant curb ramps where none currently exist
- Replacing existing curb ramps that are out of compliance

Because this project focuses on isolated locations it does not include installation of new electrical. Tree removal and replacement will be required in some locations. Please see below for an estimated quantity and refer to P-9 for tree removal and replacement project.

Project Element	Quantity	Unit	Unit Cost (\$/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
Ramp	51	Each	\$3,500	\$53,550	\$44,625	\$35,700	\$17,850	\$330,225
Cement Concrete Removal and Replacement	450	S.Y.	\$120	\$16,200	\$13,500	\$10,800	\$5,400	\$99,900

Total Project Cost	\$430,125
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Related Considerations:

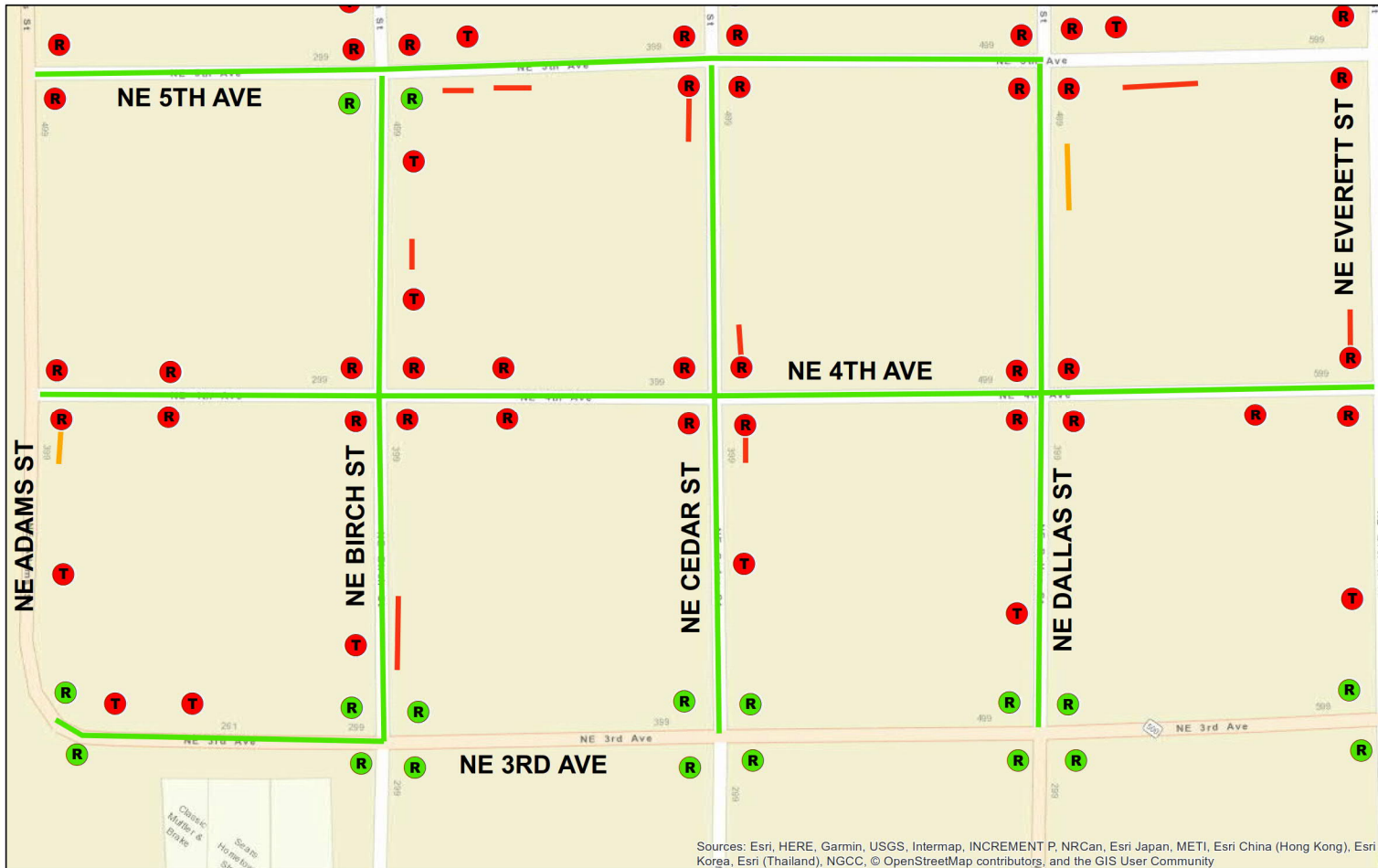
- Ramp includes:
 - o Installing new ramp
 - o Replacing ramp due to:
 - Lack of level landing
 - Obstructions or severe damage
 - Ramp throat exceeding 1:12 slope
 - A half of an inch or more lip at the gutter
 - No detectable warning patterns
- Cement Concrete Removal and Replacement includes:
 - o Severe cracking sidewalk 20 S.Y.
 - o Exposed aggregate sidewalk 230 S.Y.
 - o Tripping hazards 200 S.Y.
- Tripping hazards assumed:
 - o Repaired by removing and replacing sidewalk panels.
- Tree removal and replacement costs:
 - o Approximately 10 trees need to be removed and replaced for this project.
 - o See project P-9



City of Camas
Downtown Infrastructure Analysis





P-1 Isolated Sidewalk, ADA Ramp, and Tripping Hazards Replacement - Downtown Core



Existing Legend

- Downtown Core
- Severe Cracking
- Exposed Aggregate
- Tripping Hazard - Repair
- Ramp - Repair
- Ramp - General Compliant

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

	City of Camas Downtown Infrastructure Analysis	
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Project Identification: P-2
Project Name: Isolated Sidewalk, ADA Ramp, and Tripping Hazards Replacement – Outside Core

Project Description:

The project includes removing and replacing isolated sections of sidewalk to replace existing exposed aggregate sidewalks and address severe cracking and tripping hazards. The project also includes constructing new ADA compliant curb ramps to address safety concerns and accessibility deficiencies outside the Downtown Core area. The limits of this work are from the right-of-way or building face to back of existing curb. The project includes addressing all areas outside the Downtown Core that do not meet the >25% criteria and assumes the work will be completed in a single project. Examples include:

- Exposed aggregate sidewalks
- Severely cracked or lifted sidewalks, including areas around existing tree wells
- Installing ADA compliant curb ramps where none currently exist
- Replacing existing curb ramps that are out of compliance

Because this project focuses on isolated locations it does not include installation of new electrical. Tree removal and replacement will be required in some locations. Please see below for an estimated quantity and refer to P-9 for tree removal and replacement project.

Project Element	Quantity	Unit	Unit Cost (\$/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
Ramp	50	Each	\$3,500	\$52,500	\$43,750	\$35,000	\$17,500	\$323,750
Cement Concrete Removal and Replacement	510	S.Y.	\$110	\$16,830	\$14,025	\$11,220	\$5,610	\$103,785

Total Project Cost	\$427,535
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Related Considerations:

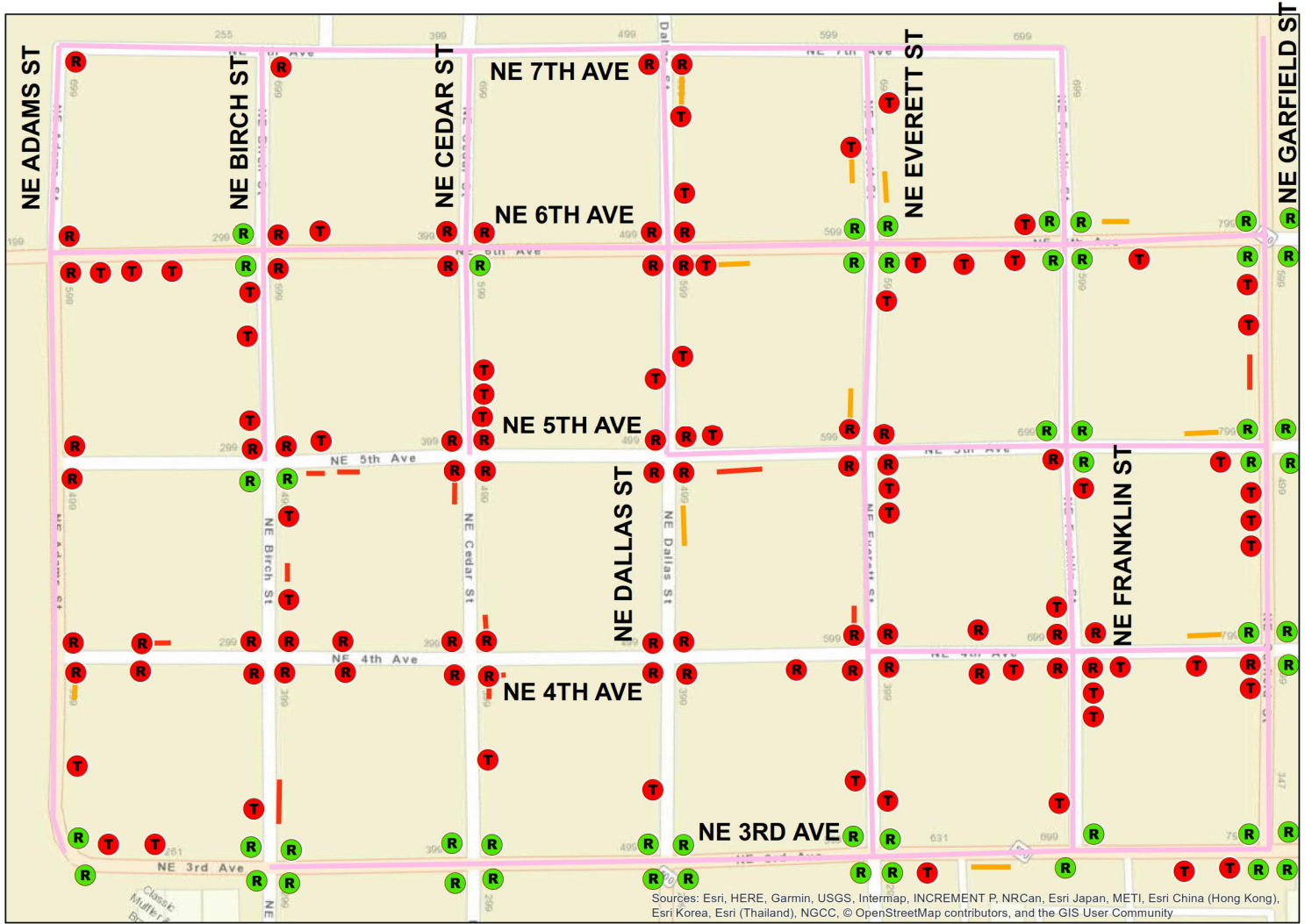
- Ramp includes:
 - o Installing new ramp
 - o Replacing ramp due to:
 - Lack of level landing
 - Obstructions or damaged sidewalks
 - Ramp throat exceeding 1:12 slope
 - A half of an inch or more lip at the gutter
 - No detectable warning patterns
- Cement Concrete Removal and Replacement includes:
 - o Severe cracking sidewalk 100 S.Y.
 - o Exposed aggregate sidewalk 10 S.Y.
 - o Tripping hazards 400 S.Y.
- Tripping hazards assumed:
 - o Be repaired by removing and replacing sidewalk panels.
- Tree removal and replacement costs:
 - o Approximately 25 trees need to be removed and replaced for this project.
 - o See project P-9



City of Camas
Downtown Infrastructure Analysis





P-2 Isolated Sidewalk, ADA Ramp, and Tripping Hazards Replacement – Outside Core



Existing Legend

- Outside Core
- Severe Cracking
- Exposed Aggregate
- T Tripping Hazard - Repair
- R Ramp - Repair
- R Ramp - General Compliant

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

	City of Camas Downtown Infrastructure Analysis	
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Project Identification: P-3
Project Name: Full Block Sidewalk and ADA Ramp Replacement – Downtown Core

Project Description:
 This sample project includes removing and replacing a single side of one full block of sidewalk, and replacing or installing new ADA compliant curb ramps to address safety concerns and accessibility deficiencies within the block. The limits of this work are from the right-of-way or building face to back of existing curb between the block. The project includes areas that meet the >25% sidewalk replacement criteria. The project assumes that design and construction will meet the City's Downtown Design Manual guidelines. The existing furnishings will be preserved and protected during construction of this project including:

- Benches
- Drinking fountains
- Trash Receptacles
- Bike Racks
- Natural stones
- Water features
- Sculptures
- Accent lighting

The project includes removing and replacing existing trees when adjacent to severely cracked or lifted sidewalk panels. Refer to P-9 for tree removal and replacement project and P-8 for new electrical project.

Project Element	Quantity	Unit	Unit Cost (\$/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
Ramp	5	Each	\$3,500	\$5,250	\$4,375	\$3,500	\$1,750	\$32,375
Cement Concrete Removal and Replacement	200	S.Y.	\$120	\$7,200	\$6,000	\$4,800	\$2,400	\$44,400
Total Project Cost								\$76,775

Related Considerations:

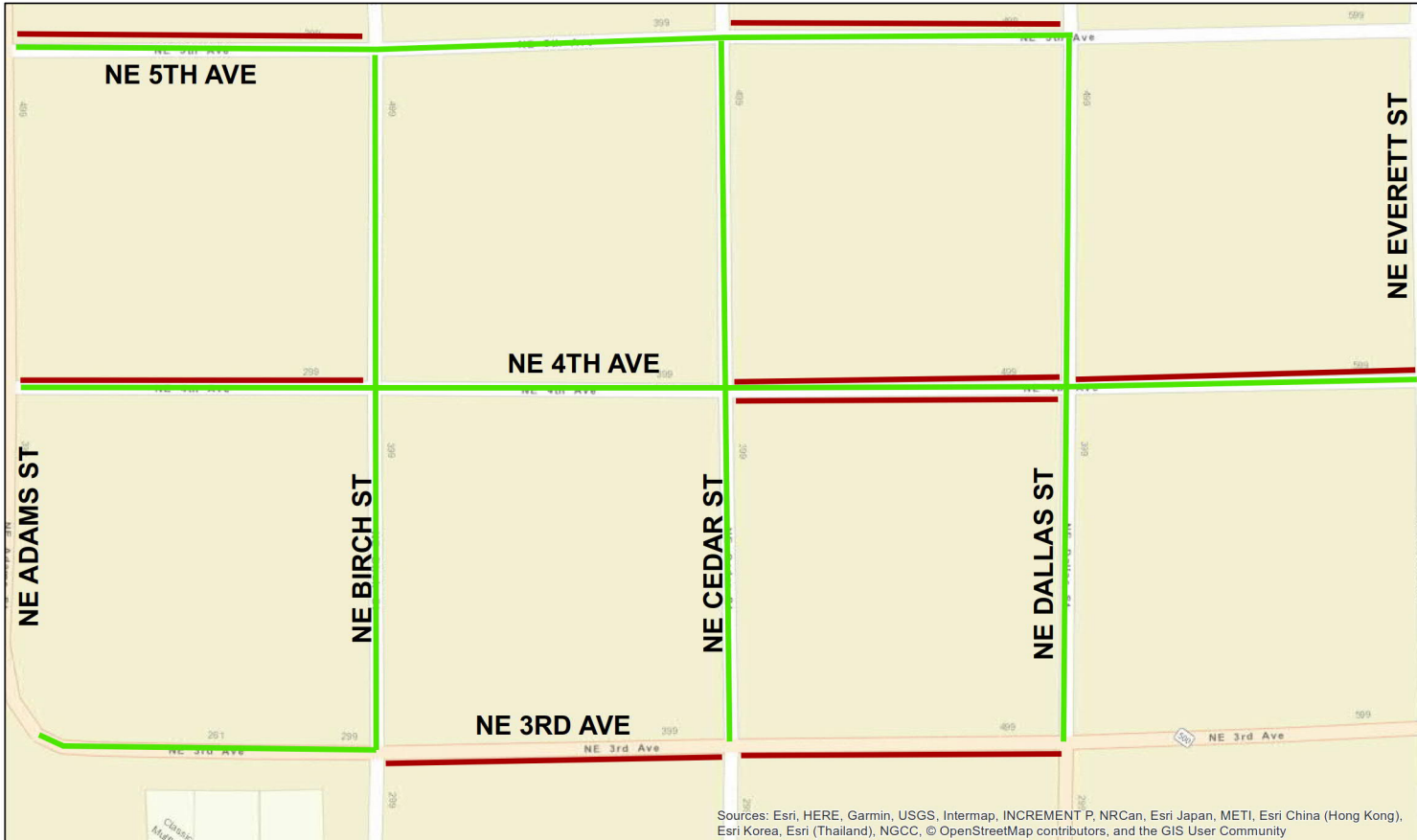
- Ramp:
 - o Both ramps at the returns and a mid-block ramp will be replaced on a single side of one full block.
 - o Ramps at the returns are also included in the quantities and costs for project P-1 and ramps will be duplicated in quantities and costs if two Full Block Sidewalk and ADA Ramp Replacement projects intersect each other.
 - o Replace ramp due to:
 - Lack of level landing
 - Obstructions or damaged sidewalks
 - Ramp throat exceeding 1:12 slope
 - A half of an inch or more lip at the gutter
 - No detectable warning patterns
- Cement Concrete Removal and Replacement assumes:
 - o Typical full block length 200 ft
 - o Typical sidewalk width 9 ft
- Tree removal and replacement costs:
 - o Approximately 4 trees need to be removed and replaced for this project.
 - o See project P-9
- New electrical costs:
 - o See project P-8



City of Camas
Downtown Infrastructure Analysis





P-3 Full Block Sidewalk and ADA Ramp Replacement – Downtown Core



Existing Legend

- Downtown Core
- Full Block Sidewalk Replacement

	City of Camas Downtown Infrastructure Analysis	
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Project Identification: P-4
Project Name: Full Block Sidewalk and ADA Replacement – Outside Core

Project Description:
 The project includes removing and replacing a single side of the street for full block sections of sidewalk, and replacing or installing new ADA compliant curb ramps to address safety concerns and accessibility deficiencies within the block. The project also includes constructing sidewalks where none currently existing to improve connectivity. The limits of this work are from the right-of-way or building face to back of existing curb. The project meets the >25% sidewalk replacement criteria. The project includes removing and replacing existing trees when adjacent to severely cracked or lifted sidewalk panels. Refer to P-9 for tree removal and replacement project and P-8 for new electrical project.

Project Element	Quantity	Unit	Unit Cost (\$/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
Ramp	4	EA	\$3,500	\$4,200	\$3,500	\$2,800	\$1,400	\$25,900
Cement Concrete Removal and Replacement	120	S.Y.	\$110	\$3,960	\$3,300	\$2,640	\$1,320	\$24,420
Total Project Cost								\$50,320

Related Considerations:

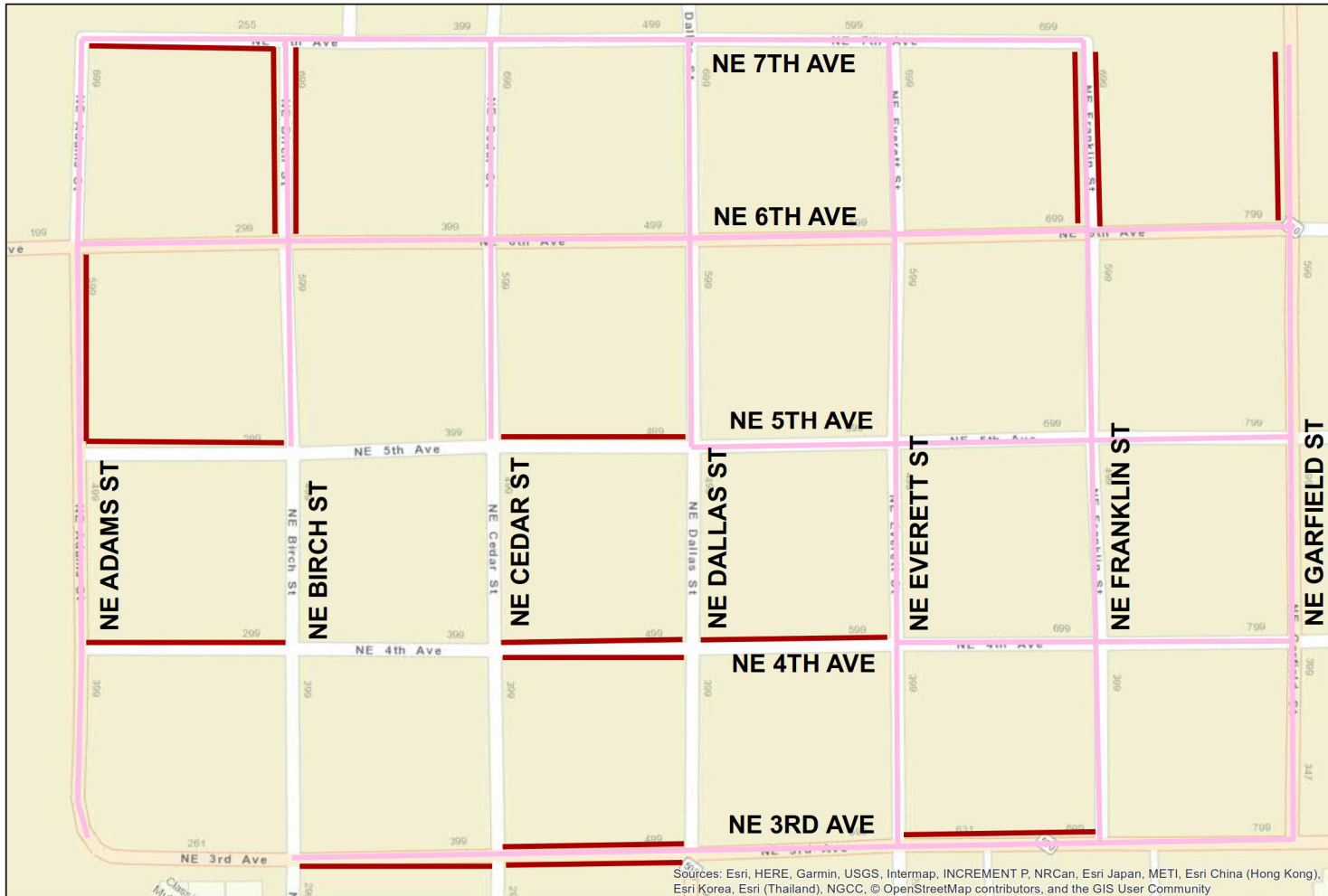
- Ramp:
 - o Both ramps at the returns will be replaced on a single side of one full block.
 - o Ramps at the returns are also included in the quantities and costs for project P-2 and ramps will be duplicated in quantities and costs if two Full Block Sidewalk and ADA Ramp Replacement projects intersect each other.
 - o Replace ramp due to:
 - Lack of level landing
 - Obstructions or damaged sidewalks
 - Ramp throat exceeding 1:12 slope
 - A half of an inch or more lip at the gutter
 - No detectable warning patterns
- Cement Concrete Removal and Replacement assumes:
 - o Typical full block length 200 ft
 - o Typical sidewalk width 5 ft
- Tree removal and replacement costs:
 - o Approximately 4 trees need to removed and replaced for this project.
 - o See project P-9
- New electrical costs:
 - o See project P-8



City of Camas
Downtown Infrastructure Analysis



P-4 Full Block Sidewalk and ADA Replacement – Outside Core



Existing Legend

- Outside Core
- Full Block Sidewalk Replacement

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community



City of Camas
Downtown Infrastructure Analysis





Project Identification: P-5
Project Name: Pedestrian Crossing Safety Upgrades

Project Description:

The project consists of design and installation of pedestrian safety crossing upgrades within the downtown area to improve pedestrian safety. The project assumes a total of three crossing upgrades, one each on NE 3rd, NE Adams and NE Garfield. Additional traffic and engineering analysis is needed to determine specific crossing locations. The recommended upgrades include installation of a complete Rectangular Rapid Flashing Beacon (RRFB) crosswalk system complying with MUTCD Standards. For the purpose of budget estimation, each proposed RRFB system is anticipated to consist of (2) mono-directional RRFBs preceding the crossing location, (2) bi-directional RRFB installations at the crosswalk, crosswalk striping, addition of (2) ADA ramps, and MUTCD standard regulatory sign installations. The project assumes solar power electrical.

Project Element	Quantity	Unit	Unit Cost (\$/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
ADA Ramps	2	EA	\$3,700	\$2,220	\$1,850	\$1,480	\$740	\$13,690
Sidewalk Replacement	10	S.Y.	\$110	\$330	\$275	\$220	\$110	\$2,035
MUTCD Regulatory Signs	4	EA	\$250	\$300	\$250	\$200	\$100	\$1,850
RRFB System Installations	1	LS	\$50,000	\$15,000	\$12,500	\$10,000	\$5,000	\$92,500

Cost Per RRFB Location	\$96,385
Quantity of RRFBs	3
Total Project Cost	\$289,155

	City of Camas Downtown Infrastructure Analysis	
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Project Identification: P-6
Project Name: Smoke Testing/Video Inspection - Sanitary and Storm Sewer Systems

Project Description:


This project includes completing smoke testing for the sanitary sewer collection and conveyance system and video inspection for both the storm and sanitary sewer collection and conveyance systems. Currently, there is very little condition and mapping information available for these systems in the downtown area. It is also likely that cross connections exist with the storm and sanitary sewer. For example, roof downspouts may be connected to basement drains and the sanitary sewer system, which can contribute to basement flooding and increased sanitary sewer flows. This project will identify cross connections through smoke testing and provide the City with valuable sanitary and storm sewer mapping and condition information to assist with future replacement needs, methods, and costs. Estimate assumes cleaning and video inspection of storm and sanitary mainline and lateral piping.

Project Element	Quantity	Unit	Unit Cost (\$/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
Smoke Testing - Sanitary Sewer	12500	LF	\$1	\$3,750	\$3,125	\$2,500	\$1,250	\$23,125
Video Inspection - Sanitary Lateral	200	EA	\$75	\$4,500	\$3,750	\$3,000	\$1,500	\$27,750
Video Inspection - Sanitary Main	12500	LF	\$2	\$7,500	\$6,250	\$5,000	\$2,500	\$46,250
Video Inspection - Storm Sewer	12500	LF	\$2	\$7,500	\$6,250	\$5,000	\$2,500	\$46,250

Total Project Cost	\$143,375
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City of Camas
Downtown Infrastructure Analysis




Project Identification: P-7
 Project Name: Downspout Separation


Project Description:
 This project includes separating roof downspouts that are currently connected to the sanitary sewer system and redirecting and connecting to the storm sewer system. Downspouts that collect roof runoff and are connected to a property's sanitary sewer lateral may also be connected to the same piping system as a basement drain. This can cause basement flooding during heavy rain events as well as increased sanitary sewer flow which impacts conveyance and treatment capacity and costs. Project P-6 identifies cross connection locations through smoke testing and video inspection. This project includes excavating the cross connection location, disconnecting from the sanitary sewer system, and installing new piping to connect to the nearest storm sewer catch basin, manhole or mainline. The estimate includes costs for addressing a single cross connection location and an assumed number of cross connections within the downtown area.

Project Element	Quantity	Unit	Unit Cost (\$/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
6-Inch Storm Sewer Piping	50	LF	\$70	\$1,050	\$875	\$700	\$350	\$6,475
Storm Sewer Cleanout	1	EA	\$600	\$180	\$150	\$120	\$60	\$1,110
Connection to Existing Storm Sewer Main or Structure	1	EA	\$1,500	\$450	\$375	\$300	\$150	\$2,775

Subtotal Downspout Separation Cost (EA)	\$10,360
Assumed Quantity of Cross Connections	20
Total Project Cost	\$207,200



City of Camas
Downtown Infrastructure Analysis



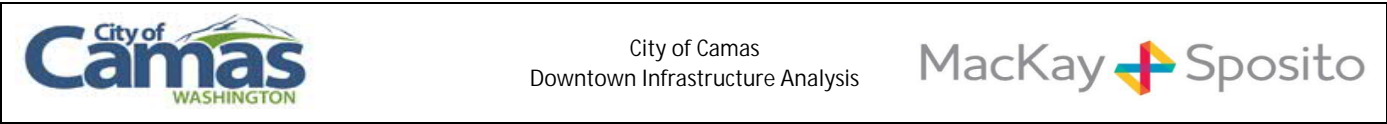
Project Identification: P-8
Project Name: Event/Festival Electrical Upgrades

Project Description:
 This project includes installing new electrical service to support events in the downtown area. Examples include Camas Days, First Fridays, the Farmer's Market, Holiday Festivals, and a variety of other events. Currently electrical service is provided through receptacles at street lighting, extension chords from private property, or gas powered generators. Street lighting receptacles were intended for holiday lighting and do not have the capacity to support electrical needs for vendors, which often include electric cooking appliances and other high power uses. This causes frequent tripping of circuit breakers. The use of extension chords and generators is a safety hazard and contributes to noise and air pollution. This project will install new conduit, junction boxes, receptacles and wiring to provide increased access and capacity to electrical service. The estimate assumes upgrades to both sides of the street for a single block.

Project Element	Quantity	Unit	Unit Cost (\$/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
Service Drop/Pedestal/Meter	1	EA	\$10,000	\$3,000	\$2,500	\$2,000	\$1,000	\$18,500
Service Location, Complete*	10	EA	\$2,000	\$6,000	\$5,000	\$4,000	\$2,000	\$37,000

Subtotal Cost Per Block	\$55,500
Assumed Quantity of Blocks	7
Total Project Cost	\$388,500

*"Service Location, Complete " includes conduit, wiring, junction box, receptacle, etc. for each location for where electrical service is provided. Estimate assumes a single service location can support two vendors and twenty vendors per block (ten services total per block). Estimate also assumes that conduits will be installed under the sidewalk and work will take place in conjunction with complete sidewalk replacement within a given block.



Project Identification: P-9
Project Name: Hazard Tree Removal and Replacement Program

Project Description:
 This project includes removing and replacing a hazardous trees within the downtown area as recommended in the 2017 arborist report for Downtown Camas. Base on the recommendations there are 41 trees identified in the report that consist of all 34 Maple trees inventoried along with 1 Oak, 1 Sweet Gum, 1 Prunus and 4 Ash trees. It is intended that the costs established for this project can be used for a standalone project or integrated into larger projects such as full block sidewalk replacements (minus the Sidewalk Repair/Replacement cost shown). The project assumes the following: tree removal; partial removal and repair of sidewalk; expanded tree pit; installation of a tree grate; root barrier; new tree planting and temporary irrigation for establishment. * Temporary Irrigation is assume to be a tree watering bag that is maintained for a period of 5 months.

Project Element	Quantity	Unit	Unit Cost (\$/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
Tree Removal	1	EA	\$500	\$150	\$125	\$100	\$50	\$925
Sidewalk Repair/Replacement	5	S.Y.	\$110	\$165	\$138	\$110	\$55	\$1,018
New Tree Pit Installation	1	EA	\$500	\$150	\$125	\$100	\$50	\$925
Tree Grate Installation	1	EA	\$2,000	\$600	\$500	\$400	\$200	\$3,700
Root Barrier Installation	24	LF	\$4	\$29	\$24	\$19	\$10	\$178
New Tree Installation	1	LS	\$500	\$150	\$125	\$100	\$50	\$925
Temporary Irrigation*	1	LS	\$400	\$120	\$100	\$80	\$40	\$740

Unit Tree Replacement Cost	\$8,410
Arborist Recommended Tree Replacement	41
Total Project Cost	\$344,814

Related Considerations:

- This project does not include the cost for completing an overall redesign of the downtown street tree plantings to serve as a prioritized and phased guide for implementing the tree removal and replacement as recommended in the City of Camas – Tree Inventory prepared by New Day Arborist in October, 2017. However, it is strongly recommended that this effort be completed prior to moving forward with the removal and replacement projects, so as to ensure the goals and standards established in the City’s Downtown Design Manual are being met.
- Prioritization of tree removal should be given to those trees that pose most immediate risk to the public safety as recommended in the City of Camas Tree Inventory.
- Per the Downtown Design Manual, trees and plantings should be irrigated. In addition to preparing a Street Tree Master Plan, it is recommended that an Irrigation System Mater Plan be developed to guide the phased infrastructure and installation of a permanent irrigation system as larger projects are being completed.



City of Camas
Downtown Infrastructure Analysis



Project Identification: P-10
Project Name: Curb to Curb Pavement and Utilities Reconstruction – Downtown Core

Project Description:


The project includes complete reconstruction of the street section, curb, water, sewer and storm utilities for a single block within the Downtown Core area as previously defined. Areas where this project applies are based on streets identified as “poor” or “very poor” in the City’s “Pavement Management Program Budget Options Report” dated December 2016. Street sections identified in the report as “fair” or better are included in project P-12 Pavement Preservation. The limits of this work are from back of curb to back of curb. The estimate assumes the City’s Local Street Section, detail 04C. Utility project elements include all piping, structures, services, valves, fittings, etc.

Project Element	Quantity	Unit	Unit Cost (\$/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				40%*	25%	20%	10%	
Roadway Reconstruction	7,200	SF	\$10	\$28,800	\$18,000	\$14,400	\$7,200	\$140,400
Cement Concrete Curb and Gutter	400	LF	\$30	\$4,800	\$3,000	\$2,400	\$1,200	\$23,400
12-Inch Storm Sewer**	200	LF	\$200	\$16,000	\$10,000	\$8,000	\$4,000	\$78,000
8-Inch Potable Water**	200	LF	\$270	\$21,600	\$13,500	\$10,800	\$5,400	\$105,300
8-Inch Sanitary Sewer**	200	LF	\$250	\$20,000	\$12,500	\$10,000	\$5,000	\$97,500


Total Project Cost	\$444,600
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*Contingency increased from 30% to 40% to account for higher construction costs in downtown core area

**Street sections that orient north and south have a lower utility reconstruction cost due to mains typically running west and east



City of Camas
Downtown Infrastructure Analysis




Project Identification: P-11
Project Name: Curb to Curb Pavement and Utilities Reconstruction – Outside Core

Project Description:
 The project includes complete reconstruction of the street section, water, sewer and storm utilities for a single block outside Downtown Core area as previously defined. It is assumed that 50 percent of curb on either side of the street will be replaced based on its current condition. Areas where this project applies are based on streets identified as “poor” or “very poor” in the City’s “Pavement Management Program Budget Options Report” dated December 2016. Street sections identified in the report as “fair” or better are included in project P-12 Pavement Preservation. The limits of this work are from back of curb to back of curb. The estimate assumes the City’s Local Street Section, detail 04C. Utility project elements include all piping, structures, services, valves, fittings, etc.


Project Element	Quantity	Unit	Unit Cost (\$/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
Roadway Reconstruction	7,200	SF	\$10	\$21,600	\$18,000	\$14,400	\$7,200	\$133,200
Cement Concrete Curb and Gutter	400	LF	\$30	\$3,600	\$3,000	\$2,400	\$1,200	\$22,200
12-Inch Storm Sewer*	200	LF	\$200	\$12,000	\$10,000	\$8,000	\$4,000	\$74,000
8-Inch Potable Water*	200	LF	\$270	\$16,200	\$13,500	\$10,800	\$5,400	\$99,900
8-Inch Sanitary Sewer*	200	LF	\$250	\$15,000	\$12,500	\$10,000	\$5,000	\$92,500

Total Project Cost	\$421,800
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*Street sections that orient north and south have a lower utility reconstruction cost due to mains typically running west and east



City of Camas
Downtown Infrastructure Analysis



Project Identification: P-12
Project Name: Pavement Preservation

Project Description:
 The project includes pavement restoration in the downtown and outside core. This is a general project for street conditions of very good, good non-load related, and good load related. The limits of this work are from curb to curb. For this project, refer to the Pavement Management Program Budget Options Report for street condition, functional class and treatment.

Project Element	Quantity	Unit	Unit Cost (\$/Unit)	Contingency	GC & Overhead	Engineering/ Planning	City Admin	Total Element Cost
				30%	25%	20%	10%	
Crack Seal	200	LF	\$1	\$60	\$50	\$40	\$20	\$370
Slurry Seal	200	LF	\$2	\$120	\$100	\$80	\$40	\$740

Total Project Cost \$1,110



Staff Report – Meeting Item

Downtown Infrastructure Analysis Summary
Presenter: Steve Wall, Public Works Director

Phone	Email
360.817.7899	swall@cityofcamas.us

INTRODUCTION: The City contracted with MacKay Sposito in fall 2019 to complete an “infrastructure analysis” within the area of what’s commonly referred to as Downtown Camas. The area analyzed included NE Adams Street to NE Garfield Street, and NE 3rd Avenue to NE 7th Avenue, including both sides of the bordering streets. Topics reviewed in the analysis included the following:

- Street Pavement Condition
- Sidewalk and Curb Ramp ADA Compliance
- Street Tree Replacement
- Pedestrian / Vehicular Conflicts and Connectivity
- Public Utilities (Potable Water, Sanitary Sewer, Storm Sewer)
- Event/Festival Electrical Service

The purpose of the Analysis was to identify and develop a prioritized list of recommended upgrade projects for the study area, supported by project descriptions and rough order of magnitude budget estimates. The information is intended as a high-level planning tool to inform the City’s overall Capital Improvement Plan, specifically regarding improvements and revitalization projects in the downtown area. In addition to specific upgrade projects, the City asked the consultant to provide recommendations for additional studies and data collection to supplement the City’s existing infrastructure documentation.

As an example of how the Analysis is intended to be used, in the event the City would like to consider reconstructing a block of NE 4th Avenue, the Plan would provide a high-level indication of which infrastructure the City should consider including in the project. Alternatively, the Analysis also identifies a prioritization framework for existing infrastructure to identify which components we may specifically want to target should funding not be available for a full block reconstruction.

The final Downtown Infrastructure Analysis is attached for reference and staff will be available to provide a brief summary and answer questions.

Action Requested: This item is for Council’s information only.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
 Camas, WA 98607

INTERIM CITY ADMINISTRATION AND FACILITATION SERVICES

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **EXIGY LLC, a Washington Limited Liability Company**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as Interim City Administration and Facilitation Services.
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **December 31, 2022**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as **Exhibit "C"**.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

- e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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. Consultant's Liability Insurance.
- a. Insurance Term. The Consultant shall procure and maintain for the duration of this 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 Consultant, its agents, representatives, or employees.
- b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial

General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
 4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
 5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - f. Verification of Coverage. Consultant 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 Agreement before commencement of the work.
 - g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
 - h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
 - i. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
 - Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
 - Civil Rights Restoration Act of 1987
(Public Law 100-259)
 - Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
 - 49 CFR Part 21
 - 23 CFR Part 200
 - RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "D"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "D"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor 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 Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.

14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.

- a. The 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:
 6. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 7. 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;
 8. 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 this section; and
 9. 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 the BOARD.
- 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

1. 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.
2. 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 the BOARD for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor 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. Contractor 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.

- b. 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.
16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following thirty (30) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
Administration
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: 360-834-6864
FX: 360-834-1535
EMAIL: administration@cityofcamas.us
- Notices to Consultant shall be sent to the following address:
Jeffrey Swanson
EXIGY LLC
PO Box 5678
Vancouver, WA 98668
PH: 360-975-9466
EMAIL: jeff@exigyconsulting.com
21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any

Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.

- 22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The artibrator’s decision shall be final and legally binding and judgment be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator’s award, or fails to comply with the arbitrator’s award, the other party is entitled to costs of suit, including reasonable attorney’s fee for having to compel arbitration or defend or enforce award.

- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. 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.
- 26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 2021.

CITY OF CAMAS:

CONSULTANT:
Authorized Representative

By _____

By _____

Print Name Ellen Burton

Print Name Jeffrey R. Swanson

Title Mayor Pro Tem

Title Principal, Managing Director

EXHIBIT “A” SCOPE OF SERVICES

The Consultant will provide professional services including but not limited to facilitation work and service as interim city administrator at the direction of the Mayor, Acting Mayor, Mayor Pro Tem, and/or Interim Mayor. The consultant will dedicate a minimum of twenty-five (25) hours per week to the performance of professional services on behalf of the City, including attendance and participation at all City Council meetings.

The City will provide the Consultant with a Microsoft Outlook account and email address to use for business purposes only on behalf of the City.

The goals of the engagement between Consultant and City include:

- (1) Continuity of executive administration – Consultant will assist the Mayor, Acting Mayor, Mayor Pro Tem, and/or Interim Mayor with leading and directing the work of staff on projects, initiatives, and regular business of the City.
- (2) Relations between Legislative and Executive branches of government – Consultant will provide facilitation including in City Council meetings, workshops, retreats and other settings to coordinate improved working relationships between the branches of government, improve understanding of roles and responsibilities of each branch, and resolve conflicts.
- (3) Assist with City Administrator Recruitment – Consultant will assist the Mayor, Acting Mayor, Mayor Pro Tem, and/or Interim Mayor to plan, strategize, time, and appropriately resource the recruitment of a permanent City Administrator. Consultant will continue working with City at the direction of the Mayor, Acting Mayor, Mayor Pro Tem, and/or Interim Mayor to assist with the onboarding and orientation of the new City Administrator.
- (4) Support community building and relationships between City and community – Consultant will work with Mayor/Acting Mayor/Mayor Pro Tem/Interim Mayor, City Council, and staff to increase transparency and effective public participation in local government especially as it relates to project and policy issues of significance in the community.

EXHIBIT “B”
COSTS FOR SCOPE OF SERVICES

The City shall compensate Consultant at the rate of \$200.00 per hour for the performance of Scope of Services described in Exhibit “A”, including phone calls, meetings, in-person consultation, written communications and electronic communications, and related travel time.

Consultant shall provide detailed invoices to City each month for time and materials along with any backup documentation required for payment processing.

When traveling beyond 50 miles to conduct business on behalf of City, City shall reimburse Consultant for related travel expenses including mileage, hotel costs with prior written authorization if travel requires overnight stay, and meals. Consultant shall submit receipts with invoices for such expenses.

City shall also reimburse consultant for out-of-pocket business expenses when conducting business on behalf of City including but not limited to meals, supplies, fees, and other materials costs. Consultant shall submit receipts with invoices for such expenses.

**EXHIBIT “C”
CONSULTANT BILLING RATES**

Consultant billing rate for performance of all services described in Exhibit “A” shall be \$200.00 per hour.

EXHIBIT “D”
TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix A of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix E of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).