



City Council Workshop Agenda Tuesday, February 21, 2023, 4:30 PM Council Chambers, 616 NE 4th AVE

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

To observe the meeting (no public comment ability) - go to www.cityofcamas.us/meetings and click "Watch Livestream" (left on page)

To participate in the meeting (able to public comment) - go to <https://us06web.zoom.us/j/83917683523> (public comments may be submitted to publiccomments@cityofcamas.us)

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

WORKSHOP TOPICS

1. [Job Order Contracting Interlocal Agreements with City of Vancouver](#)
[Presenter: Steve Wall, Public Works Director](#)
[Time Estimate: 5 minutes](#)
2. [Water and Sewer Economic Development Support Services](#)
[Presenter: Steve Wall, Public Works Director](#)
[Time Estimate: 5 minutes](#)
3. [Lacamas Lake Dam Gates Replacement Design Services](#)
[Presenter: Will Noonan, Public Works Operations Manager](#)
[Time Estimate: 5 minutes](#)
4. [2023-2025 HVAC Preventive Maintenance and Repairs](#)
[Presenter: Will Noonan, Public Works Operations Manager](#)
[Time Estimate: 5 minutes](#)
5. [HSR Capital \(Webberley Property\) Annexation Request](#)
[Presenter: Alan Peters, Community Development Director](#)
[Time Estimate: 20 minutes](#)
6. [City of Camas 2022 Year-end Financial Review](#)
[Presenter: Cathy Huber Nickerson, Finance Director](#)
[Time Estimate: 15 minutes](#)

7. Staff Miscellaneous Updates
Presenter: Doug Quinn, City Administrator
Time Estimate: 10 minutes

COUNCIL COMMENTS AND REPORTS

PUBLIC COMMENTS

CLOSE OF MEETING



Staff Report

February 21, 2023 Council Workshop Meeting

Job Order Contracting Interlocal Agreements with City of Vancouver

Presenter: Steve Wall, Public Works Director

Time Estimate: 5 minutes

Phone	Email
360.817.7899	swall@cityofcamas.us

BACKGROUND: Camas has previously participated in interlocal agreements with local public agencies for the purpose of mutual aid, cooperative purchasing and other activities in what's often referred to as "piggybacking". In January 2021, the City entered into an Interlocal Agreement with the City of Vancouver to piggyback on Vancouver's use of Job Order Contracting. Only one project was actually completed using the January 2021 interlocal agreements, which have since expired.

Job Order Contracting is one of three alternative public works project delivery models authorized for use by public agencies in the State of Washington under RCW 39.10. In general, Job Order Contracting (JOC) is a method of obtaining construction services for multiple projects over a fixed period of time without identifying any specific quantities or needs. Prices for each Work Order are based on an established price book identified in the Contract.

SUMMARY: The City desires to enter into two interlocal agreements with the City of Vancouver for the purpose of using Vancouver's JOCs 101035 (SDB, Inc.) and 101036 (Halbert Construction Services, LLC) for construction services. Staff anticipates using the JOCs to complete upgrades and repairs to facilities such as the Leadbetter House, demolition of the Rose Property Home and work on other City-owned residences or buildings.

BENEFITS TO THE COMMUNITY: The JOCs will allow staff to work directly with a contractor to determine the necessary repairs and associated costs and provide for a more efficient process. The JOC will enable the City to complete relatively smaller projects more quickly than is possible through the traditional Design-Bid-Build approach. Additionally, complete plans and specifications (bid documents) are not always required, saving the City additional costs often associated with the need to hire consultants.

POTENTIAL CHALLENGES: Because the cost for each project, or Work Order, is negotiated between the owner and the contractor using the price book, JOC requires that staff be familiar with the terms of the price book and comfortable with negotiating prices with a contractor. Staff must ensure that the contractor has identified the correct line items in the price book

and that the quantities proposed are reasonable for the project. Additionally, it can be looked at as a potential benefit and/or a challenge that the City will only be receiving a quote from one contractor, not multiple contractors. However, the City will also know prior to executing the Work Order exactly how much the work will cost and can decide whether to move forward with the work or not.

BUDGET IMPACT: Approval of these interlocal agreements specifically would not have a budget impact. However, future approvals of any Work Orders giving the Contractor authorization to proceed with a project would impact the budget. It is anticipated any work the contractors do would fit within the approved 2023/2024 Budget and that any Work Orders would also be brought before Council for authorization.

RECOMMENDATION: Staff recommends this item be placed on the March 6, 2023 Consent Agenda for Council's consideration.

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 #101035 for construction services (hereinafter referred to as the “JOC Contract”) with SDB Contracting Services (hereinafter referred to as “Contractor”) commencing on November 8, 2022; 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 agrees to 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 #101035 commencing, dated November 8, 2022. 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 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 \$300,000.00 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 contract 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: _____

Dated: _____

For Vancouver,
CITY OF VANCOUVER,
a municipal corporation

For Camas,
CITY OF CAMAS,
a municipal corporation

Eric Holmes, City Manager

Signature

Attest:

Printed Name and Title

Natasha Ramras, City Clerk

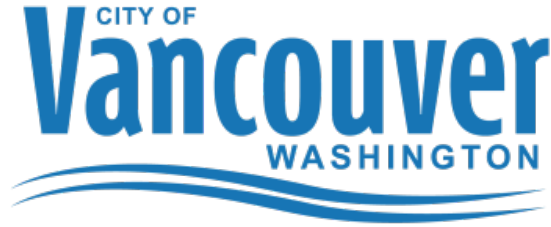
Approved as to form:

Jonathan J. Young, City Attorney

ATTACHMENT "A"

CITY OF VANCOUVER, WA
JOB ORDER CONTRACT

CONTRACT #101035



CITY OF VANCOUVER, WA
CONTRACT No. C-101035

For

JOB ORDER CONTRACTING SERVICES

FOR GENERAL CONSTRUCTION

Initial Agreement Term: November 1, 2022 through October 31, 2024

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

Between

CITY OF VANCOUVER, WASHINGTON

And

SDB, INC.

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EXHIBITS

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Exhibit #2 – Special Provisions

Exhibit #3 – The Construction Task Catalog

Exhibit #4 – The Technical Specifications

Exhibit #5 – Modifications to the WSDOT Standard Specifications

Exhibit #6 – General Conditions for Facility Construction

Exhibit #7 – Supplemental to Wage Rates

Exhibit #8 – Section 3 Employment and Business Opportunity

Exhibit #9 – Washington State Non-Discrimination Clause – First Class Cities

Exhibit #10- Non-Collusion and Debarment Affidavit

Exhibit #11 - Certification for Federal-Aid Contracts

Exhibit #12 – Labor and Materials Bond and Performance Bond

JOB ORDER CONTRACTING SERVICES FOR GENERAL CONSTRUCTION

This Contract is entered into by and between the City of Vancouver, a municipal corporation of the State of Washington (referenced herein as “Owner”), and SDB, Inc. dba SDB Contracting Services (referenced herein as “Contractor”) hereinafter referred to as Parties. This Job Order Contract shall be the agreed basis of performing and compensating for all Owner 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 Owner issued RFP No. 32-22, Contractor’s proposal to said RFP, and City Council’s approval on October 24, 2022 of Staff Report No. 153-22.

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 RS Means. 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 Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- 1.5 Estimated Annual Value** - An estimate of the value of Job Orders that could be issued by the Owner each year.
- 1.6 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.
- 1.7 Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.

- 1.8 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.
- 1.9 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.
- 1.10 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.
- 1.11 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.
- 1.12 Joint Scope Meeting** - A site meeting to discuss the work before the Detailed Scope of Work is finalized.
- 1.13 Maximum Contract Value** - The maximum value of Job Orders that the Contractor may receive under this Contract.
- 1.14 Minimum Contract Value** - The minimum value of Job Orders that the Contractor is guaranteed the opportunity to perform under this Contract.
- 1.15 Non Pre-priced Task** - A task that is not set forth in RS Means.
- 1.16 Normal Working Hours** - Includes the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for Owner holidays.
- 1.17 Notice to Proceed** - A written notice issued by the Owner directing the Contractor to proceed with construction activities to complete the Job Order.
- 1.18 Open Contract Sum** - The total sum of all open Job Orders.
- 1.19 Option Term** - An additional period of time beyond the Contract Term which extends the termination date of the Contract.
- 1.20 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.
- 1.21 Pre-priced Task** - A task described in, and for which a Unit Price is set forth in, RS Means.
- 1.22 Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
- 1.23 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.
- 1.24 RS Means** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- 1.25 Schedule of Values** - A written breakdown allocating the total Job Order Price to each category of Work, in such detail as requested by Owner.
- 1.26 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.

- 1.27 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.
- 1.28 Technical Specifications** - The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.29 Unit Price** - The price published in RS Means for a specific construction or construction related work task. 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. Amendments to the Contract (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 32-22
- h. Request for Proposal 32-22
- 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

3.1 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 RS Means books 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 Owner 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 Owner expects the average job to be less than \$100,000. This expected average is presented for information only and is not a commitment.

3.2 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 \$4,000,000. 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 Owner has no obligation to issue Job Orders in excess of the Minimum Contract Value.

The Owner 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 Owner 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.

3.3 Maximum Contract Value

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 Owner 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 Owner expects the average job to be less than \$100,000. This expected average is presented for information only and is not a commitment.

3.4 Assignment of Work and Award of Individual Job Orders

The Owner may award an individual Job Order to any selected Contractor. The Owner 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 workload (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.

3.5 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:

- a. the general scope of the work;
- b. alternatives for performing the work and value engineering;
- c. access to the site and protocol for admission;
- d. hours of operation;
- e. staging area;
- f. requirements for catalog cuts, technical data, samples and shop drawings;

- g. requirements for professional services, sketches, drawings, and specifications;
- h. construction duration;
- i. liquidated damages;
- j. the presence of hazardous materials;
- k. date on which the Job Order Proposal is due;
- l. 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.

3.6 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 calculated 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) x 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 x Non Pre-Priced Task Adjustment Factor

- iv. After a Non Pre-priced Task is used on two 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.
 - 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 the Contractor's 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.

3.7 Review of the Job Order Proposal and Issuance of the Job Order

- a. The Owner will evaluate the entire Job Order Price Proposal 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.
- b. 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:
 - i. Will constitute or create a hazard to the work, or to persons or property;
 - ii. Will not produce finished Work in accordance with the terms of the Contract; or
 - iii. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- c. 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.
- d. 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.
- e. 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.
- f. 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.

3.8 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 Owner 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.

3.9 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.

3.10 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.

3.11 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 Owner 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 1.27 for this contract. 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. The Adjustment Factor for work performed during Other than Normal Working Hours is set at 1.33. The Adjustment Factor for non-pre-priced work is set at 1.20. These Adjustment Factors includes business costs, construction costs, and price variations.

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

- a. 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.
- b. Profit.
- c. Subcontractor's overhead and profit.
- d. 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).
- e. Employee or Subcontractor's wage rates that exceed the prevailing wage rates.
- f. 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.

- g. Cost of financing the work.
 - h. 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.
2. Construction costs included in the Contractor's Adjustment Factors include:
- a. Services required to obtain filings and permits.
 - b. Preparation and modification of proposals, sketches, drawings, submittals, as-built drawings, CADD drawings, microfilm, and other project records.
 - c. Incidental engineering and architectural services.
 - d. Office trailer and portable toilets for Contractor's use.
 - e. Construction vehicles such as pick-up trucks, utility trucks, vans, flatbed trucks, tractors, trailers, etc.
 - f. Storage devices or items such as gang boxes and containers for Contractor's tools, equipment and materials.
 - g. 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.
 - h. Meeting Owner security requirements.
 - i. 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.
 - j. 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).
 - k. Sealing, windows, and openings with plastic to contain construction dust and debris within the work area.
 - l. Daily clean-up.
 - m. Final professional project clean-up.
 - n. Costs resulting from inadequate supply of building materials, fuel, electricity, or skilled labor.
 - o. Costs resulting from productivity loss.
 - p. Working in extreme temperatures (below or above normal) or adverse conditions such as excessive rain, wind, sleet or snow.
 - q. Differences in project size; complexity and location.
 - r. All costs for other than discreet items of work specifically required to complete a particular Job Order.

3. Price Variations:

- a. 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.
- b. 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.
1. General Costs:
 - a. 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.
 - b. 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
 - c. 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 Owner, in the amount of \$2,000,000 (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

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.

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 Owner.

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation, and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance	\$1,000,000
a. Coverage to include personal property of others in the care, custody, and control of the contractor. Coverage should be written for 100% of the completed value.	
b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

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

1. For projects performed under this contract, the Contractor may be required to submit weekly/bi-weekly Certified Payrolls to Procurement Services upon request. The Job Order will specify if this is required.
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 Proposal.
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. 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 lower tier subcontracts.

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

Progress payments to the Contractor shall be made within 30 days of receipt of the fully executed pay estimate or invoice , as approved by the Owner and as long as all contractual requirements have been met by the Contractor.

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 the Owner covering both professional fees and project expenses, as applicable. The Owner reserves the right to correct any invoices paid in error according to the rates set forth in the specific Job Order. Owner and Contractor agree that any amount paid in error by the Owner 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

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.
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 as demonstrated on the subcontractor and supplier project submission, and shall limit subcontractor bonding requirements to the greatest extent possible.
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.
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

2. 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.
3. At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:
 - a. 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;
 - b. Have a current Washington Unified Business Identifier (UBI) number;
 - c. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

- iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
- d. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- e. Have received training on the requirements related to public works and prevailing wage under Chapter 39.04 RCW and Chapter 39.12 RCW;
- f. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

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 Owner incurring any financial or legal liability for such purchases. The Owner, at its sole discretion, may allow other public agencies to purchase goods and services under this specific Contract, provided that the Owner 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 Owner 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 Owner 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 Owner 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 contract.

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 (Chapter 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 Relation to Parties

The Contractor, its subcontractors, agents and employees are independent contractors performing services for the Owner and are not employees of the Owner; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the Owner in any way except as may be specifically provided in the Statement of Work.

7.13 Use of City's Name

Contractor may not use any of Owner's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of the Owner, which permission may be withheld for any or no reason and may be subject to certain conditions.

7.14 Non-Discrimination and Equal Employment Opportunity

During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure the applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

7.15 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.

7.16 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.

7.17 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.

7.18 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.

7.19 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.

7.20 Termination for Cause

In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the Owner reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the Owner that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the Owner after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

7.21 Opportunity to Cure

The Owner at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner shall have the right to terminate the Contract without any further obligation to the Contractor. Any such

termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

7.22 Waiver and Remedies

City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

7.23 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.

7.24 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.

7.25 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.

7.26 Binding Effect

The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

7.27 Ratification

Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

7.28 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
Anna.vogel@cityofvancouver.us

Contractor: Angeline Schmidt
Chief Executive Officer
SDB, Inc.
50602 Birch Avenue
Scappoose, OR 97056
angie.schmidt@sdb.com

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



75A9183485CA407...

Eric Holmes, City Manager

11/2/2022

Date

Attest:

DocuSigned by:



BCF0734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



9A7D02E31F694A2...

Jonathan Young, City Attorney

CONTRACTOR:

SDB, Inc. dba SDB Contracting Services

DocuSigned by:



D8A5EE051CFA47E...

Signature

Edward W. Riccio

Printed Name /Title

10/26/2022

Date

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 #101036 for construction services (hereinafter referred to as the “JOC Contract”) with Halbert Construction Services, LLC (hereinafter referred to as “Contractor”) commencing on November 8, 2022; 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 #101036 commencing, dated November 8, 2022. 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 \$300,000.00 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 contract 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: _____

Dated: _____

For Vancouver,
CITY OF VANCOUVER,
a municipal corporation

For Camas,
CITY OF CAMAS,
a municipal corporation

Eric Holmes, City Manager

Signature

Attest:

Printed Name and Title

Natasha Ramras, City Clerk

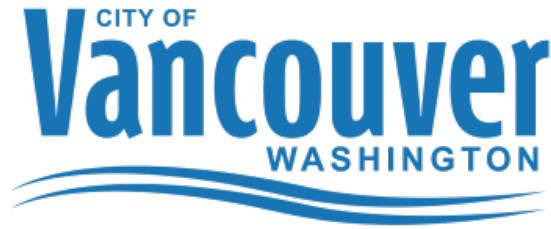
Approved as to form:

Jonathan J. Young, City Attorney

ATTACHMENT "A"

CITY OF VANCOUVER, WA
JOB ORDER CONTRACT

CONTRACT #101036



CITY OF VANCOUVER, WA
CONTRACT No. C-101036

For

JOB ORDER CONTRACTING SERVICES

FOR GENERAL CONSTRUCTION

Initial Agreement Term: November 1, 2022 through October 31, 2024

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

Between

CITY OF VANCOUVER, WASHINGTON

And

HALBERT CONSTRUCTION SERVICES LLC

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EXHIBITS

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Exhibit #10- Non-Collusion and Debarment Affidavit

Exhibit #11 - Certification for Federal-Aid Contracts

Exhibit #12 – Labor and Materials Bond and Performance Bond

JOB ORDER CONTRACTING SERVICES FOR GENERAL CONSTRUCTION

This Contract is entered into by and between the City of Vancouver, a municipal corporation of the State of Washington (referenced herein as “Owner”), and Halbert Construction Services LLC (referenced herein as “Contractor”) hereinafter referred to as Parties. This Job Order Contract shall be the agreed basis of performing and compensating for all Owner 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 Owner issued RFP No. 32-22, Contractor’s proposal to said RFP, and City Council’s approval on October 24, 2022 of Staff Report No. 153-22.

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 RS Means. 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 Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- 1.5 Estimated Annual Value** - An estimate of the value of Job Orders that could be issued by the Owner each year.
- 1.6 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.
- 1.7 Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.

- 1.8 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.
- 1.9 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.
- 1.10 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.
- 1.11 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.
- 1.12 Joint Scope Meeting** - A site meeting to discuss the work before the Detailed Scope of Work is finalized.
- 1.13 Maximum Contract Value** - The maximum value of Job Orders that the Contractor may receive under this Contract.
- 1.14 Minimum Contract Value** - The minimum value of Job Orders that the Contractor is guaranteed the opportunity to perform under this Contract.
- 1.15 Non Pre-priced Task** - A task that is not set forth in RS Means.
- 1.16 Normal Working Hours** - Includes the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for Owner holidays.
- 1.17 Notice to Proceed** - A written notice issued by the Owner directing the Contractor to proceed with construction activities to complete the Job Order.
- 1.18 Open Contract Sum** - The total sum of all open Job Orders.
- 1.19 Option Term** - An additional period of time beyond the Contract Term which extends the termination date of the Contract.
- 1.20 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.
- 1.21 Pre-priced Task** - A task described in, and for which a Unit Price is set forth in, RS Means.
- 1.22 Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
- 1.23 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.
- 1.24 RS Means** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- 1.25 Schedule of Values** - A written breakdown allocating the total Job Order Price to each category of Work, in such detail as requested by Owner.
- 1.26 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.

- 1.27 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.
- 1.28 Technical Specifications** - The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- 1.29 Unit Price** - The price published in RS Means for a specific construction or construction related work task. 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. Amendments to the Contract (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 32-22
- h. Request for Proposal 32-22
- 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

3.1 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 RS Means books 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 Owner 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 Owner expects the average job to be less than \$100,000. This expected average is presented for information only and is not a commitment.

3.2 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 \$4,000,000. 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 Owner has no obligation to issue Job Orders in excess of the Minimum Contract Value.

The Owner 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 Owner 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.

3.3 Maximum Contract Value

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 Owner 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 Owner expects the average job to be less than \$100,000. This expected average is presented for information only and is not a commitment.

3.4 Assignment of Work and Award of Individual Job Orders

The Owner may award an individual Job Order to any selected Contractor. The Owner 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 workload (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.

3.5 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:

- a. the general scope of the work;
- b. alternatives for performing the work and value engineering;
- c. access to the site and protocol for admission;
- d. hours of operation;
- e. staging area;
- f. requirements for catalog cuts, technical data, samples and shop drawings;

- g. requirements for professional services, sketches, drawings, and specifications;
- h. construction duration;
- i. liquidated damages;
- j. the presence of hazardous materials;
- k. date on which the Job Order Proposal is due;
- l. 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.

3.6 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 calculated 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) x 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 x Non Pre-Priced Task Adjustment Factor

- iv. After a Non Pre-priced Task is used on two 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.
 - 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 the Contractor's 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.

3.7 Review of the Job Order Proposal and Issuance of the Job Order

- a. The Owner will evaluate the entire Job Order Price Proposal 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.
- b. 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:
 - i. Will constitute or create a hazard to the work, or to persons or property;
 - ii. Will not produce finished Work in accordance with the terms of the Contract; or
 - iii. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- c. 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.
- d. 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.
- e. 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.
- f. 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.

3.8 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 Owner 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.

3.9 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.

3.10 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.

3.11 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 Owner 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 1.2175 for this contract. 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. The Adjustment Factor for work performed during Other than Normal Working Hours is set at 1.2480. The Adjustment Factor for non-pre-priced work is set at 1.2150. These Adjustment Factors includes business costs, construction costs, and price variations.

1. Business costs included in the Contractor's Adjustment Factors include:
 - a. 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.
 - b. Profit.
 - c. Subcontractor's overhead and profit.
 - d. 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).
 - e. Employee or Subcontractor's wage rates that exceed the prevailing wage rates.
 - f. 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.

- g. Cost of financing the work.
 - h. 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.
2. Construction costs included in the Contractor's Adjustment Factors include:
- a. Services required to obtain filings and permits.
 - b. Preparation and modification of proposals, sketches, drawings, submittals, as-built drawings, CADD drawings, microfilm, and other project records.
 - c. Incidental engineering and architectural services.
 - d. Office trailer and portable toilets for Contractor's use.
 - e. Construction vehicles such as pick-up trucks, utility trucks, vans, flatbed trucks, tractors, trailers, etc.
 - f. Storage devices or items such as gang boxes and containers for Contractor's tools, equipment and materials.
 - g. 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.
 - h. Meeting Owner security requirements.
 - i. 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.
 - j. 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).
 - k. Sealing, windows, and openings with plastic to contain construction dust and debris within the work area.
 - l. Daily clean-up.
 - m. Final professional project clean-up.
 - n. Costs resulting from inadequate supply of building materials, fuel, electricity, or skilled labor.
 - o. Costs resulting from productivity loss.
 - p. Working in extreme temperatures (below or above normal) or adverse conditions such as excessive rain, wind, sleet or snow.
 - q. Differences in project size; complexity and location.
 - r. All costs for other than discreet items of work specifically required to complete a particular Job Order.

3. Price Variations:

- a. 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.
- b. 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.
1. General Costs:
 - a. 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.
 - b. 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
 - c. 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 Owner, in the amount of \$2,000,000 (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

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.

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 Owner.

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation, and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance	\$1,000,000
a. Coverage to include personal property of others in the care, custody, and control of the contractor. Coverage should be written for 100% of the completed value.	
b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

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

1. For projects performed under this contract, the Contractor may be required to submit weekly/bi-weekly Certified Payrolls to Procurement Services upon request. The Job Order will specify if this is required.
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 Proposal.
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. 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 lower tier subcontracts.

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

Progress payments to the Contractor shall be made within 30 days of receipt of the fully executed pay estimate or invoice , as approved by the Owner and as long as all contractual requirements have been met by the Contractor.

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 the Owner covering both professional fees and project expenses, as applicable. The Owner reserves the right to correct any invoices paid in error according to the rates set forth in the specific Job Order. Owner and Contractor agree that any amount paid in error by the Owner 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

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.
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 as demonstrated on the subcontractor and supplier project submission, and shall limit subcontractor bonding requirements to the greatest extent possible.
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.
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

2. 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.
3. At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:
 - a. 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;
 - b. Have a current Washington Unified Business Identifier (UBI) number;
 - c. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

- iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
- d. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- e. Have received training on the requirements related to public works and prevailing wage under Chapter 39.04 RCW and Chapter 39.12 RCW;
- f. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

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 Owner incurring any financial or legal liability for such purchases. The Owner, at its sole discretion, may allow other public agencies to purchase goods and services under this specific Contract, provided that the Owner 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 Owner 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 Owner 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 Owner 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 contract.

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 (Chapter 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 Relation to Parties

The Contractor, its subcontractors, agents and employees are independent contractors performing services for the Owner and are not employees of the Owner; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the Owner in any way except as may be specifically provided in the Statement of Work.

7.13 Use of City's Name

Contractor may not use any of Owner's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of the Owner, which permission may be withheld for any or no reason and may be subject to certain conditions.

7.14 Non-Discrimination and Equal Employment Opportunity

During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure the applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

7.15 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.

7.16 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.

7.17 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.

7.18 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.

7.19 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.

7.20 Termination for Cause

In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the Owner reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the Owner that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the Owner after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

7.21 Opportunity to Cure

The Owner at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner shall have the right to terminate the Contract without any further obligation to the Contractor. Any such

termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

7.22 Waiver and Remedies

City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

7.23 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.

7.24 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.

7.25 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.

7.26 Binding Effect

The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

7.27 Ratification

Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

7.28 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
Anna.vogel@cityofvancouver.us

Contractor: Tracey Malone
Vice President/Member
Halbert Construction Services LLC
12013 NE 99th Street, Ste 1630
Vancouver, WA 98682
tracey@halbertconstruction.com

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:



Eric Holmes, City Manager

11/2/2022

Date

Attest:

DocuSigned by:



Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:



Jonathan Young, City Attorney

CONTRACTOR:

Halbert Construction Services LLC

DocuSigned by:



Signature

Tracey Malone vice President

Printed Name /Title

10/26/2022

Date



Staff Report

February 21, 2023 Council Workshop Meeting

Water and Sewer Economic Development Support Services

Presenter: Steve Wall, Public Works Director

Time Estimate: 5 minutes

Phone	Email
360.817.7899	swall@cityofcamas.us

BACKGROUND: The Columbia River Economic Development Council (CREDC) has identified the Camas vicinity as one of the prime areas to attract large employers, most likely in the Grass Valley/East Vancouver or North Shore areas where there are still significant acres of undeveloped lands inside the urban growth boundary. CREDC has contacted Camas in the past few years regarding the potential siting of large employers. One item that is consistent across all business sectors that can make a difference in choosing a potential site is the ability for the agency to move quickly and provide reliable information in response to data requests by CREDC.

The City recently worked with Carollo Engineers to complete updates to the Water System Plan and General Sewer Plan in 2019 and 2022; respectively. The Plans provide an analysis of the demands placed on the systems in the current timeframe and sets out a capital improvement schedule to meet system demands through the 20-year planning horizon. The Plans are developed in accordance with State requirements through guidance provided by the Department of Health and the Department of Ecology. Though consistent with the Growth Management Act and local requirements, the current plans do not contemplate any significant commercial or industrial users like those sometimes associated with CREDC's efforts which may have significantly more demands on the water, sewer, transportation, and other infrastructure systems than the broad assumptions used in the Plan Updates.

Separate from any economic development opportunities, the City has recently found through testing that one of the City's water system well sources contained detectable levels of PFAS that were above the State Action Level. Staff is exploring options for treatment or other remedies, but it is also prudent to understand timing, potential costs and permitting impacts of developing additional sources.

Staff has worked with Carollo Engineers to develop the attached scope of work to better respond to future inquiries by CREDC or businesses exploring Camas and to help in our PFAS investigations.

SUMMARY: The proposed Scope of Work in the amount of \$184,029 would include a review of the water and sewer distribution and conveyance systems, wastewater treatment plant capacity,

water storage capacity, water sources and water rights under multiple large demand scenarios. In addition to the improvements, the Scope of Work will also provide planning level cost estimates, anticipated timeframes to implement each improvement, and associated risks with each project that may impact the time or costs to complete. With this information available, the City would be able to quickly respond to any requests for information and set the City up for success in further attracting large employers that provide numerous benefits to the residents of Camas, the School District, and others.

BENEFITS TO THE COMMUNITY: The information obtained through this effort will be useful to the City for many years. It will provide a framework for future growth; especially in regard to the WWTP and water sources where the physical location of future growth has very little, if any, impact on the necessary infrastructure that serves the full community. This information will also provide a good framework for the upcoming 2025 City-wide Comprehensive Plan efforts.

Additionally, there will be information that will be useful in our discussions regarding PFAS in the water system as this effort will explore the need for additional water rights and water source locations which will be beneficial should we need to develop new sources.

BUDGET IMPACT: As discussed above, the proposed Scope of Work includes a not to exceed fee of \$184,029. The fee would be split between the Water and Sewer utility funds. The adopted 2023 Budget should have adequate money in both Funds to support the work.

RECOMMENDATION: Staff recommends this item be placed on the March 6, 2023 Consent Agenda for Council's consideration.

Professional Services Request

City of Camas

SCOPE OF SERVICES

Project Background

The City of Camas (City) currently owns and operates a multi-source municipal water system that includes supply from ten groundwater wells and two surface water sources, treatment, 8.45 million gallons (MG) of storage, and 143 miles of pipelines which serve residential and commercial customers. The City has recently completed a Water System Master Plan and supporting hydraulic model that will be referenced and used in the planning evaluation.

The City currently owns and operates a wastewater collection system that collects and conveys wastewater for treatment by the City's wastewater treatment facility (WWTF). The City's collection system utilizes conventional gravity sewer with lift stations (LS) as well as Septic Tank Effluent (STE) Pumping Stations (STEP), Septic Tank Effluent Filter Systems (STEF), and Septic Tank Effluent Gravity Systems (STEG) to convey wastewater to the WWTF. A hydraulic model of the collection system and the WWTF hydraulics were created as part of the new General Sewer Plan and Facility Plan. Additionally, Carollo developed a process model of the WWTP that will be updated and utilized to evaluate the impacts of additional flow on various elements of the treatment process.

As requested, Carollo will focus our efforts on:

1. Identifying potential water resources and the required improvements to the City water system to provide sufficient supply for each scenario identified below. The evaluation will also consider the need for off-site municipal storage associated with the project scenarios, which will be required by State regulations and City standards.
2. Evaluating sewer collection system alternatives for both industrial and sanitary wastewater flows from the site to the City's WWTF.
3. Evaluating the ability of the existing WWTF to handle the flows and loads discharged under each scenario (based on Carollo's experience). This task will require close coordination with the City to define the wastewater quality and what segregation or pretreatment should be assumed.
4. Identifying potential permitting requirements associated with the new improvements. This effort may require coordination with the City to determine requirements and opportunities to reduce impact.

Project Assumptions

- Carollo Engineers, Inc. will be referred to as "Carollo" in this document.
- The City of Camas and its staff will be referred to as "City" in this document.
- All meetings will be held on Microsoft Teams, unless otherwise specified.
- Draft Technical Memorandum (TM) will be provided in electronic copy (PDF and/or Microsoft Word) transmitted via email or secure file transfer.
- City comments on TM will be documented in the Comment Response Log by Carollo. Carollo will prepare responses to address the comments in the Comment Response Log for the City's review and acceptance.
- Carollo will prepare an agenda, presentation materials, and document discussions, including action items and decisions, in meeting minutes for Carollo-led meetings.

- Meeting notes and related materials will be transmitted electronically in MS Word and/or PDF formats via email.
- The City will print and produce all documents as necessary for its use. Carollo will not provide any deliverables in a paper format.
- Carollo shall complete the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Washington.
- In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, the Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way City's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, the Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from the Consultant's opinions, analyses, projections, or estimates.
- The services to be performed by Carollo are intended solely for the benefit of the City. No person or entity not a signatory to the Agreement shall be entitled to rely on Carollo's performance of its services hereunder, and no right to assert a claim against Carollo by assignment of indemnity rights or otherwise shall accrue to a third party as a result of the Agreement or the performance of the Carollo's services hereunder.

Scope of Services

The goal for this project is to develop a high-level capital plan to identify infrastructure that could serve new development(s) in the City and impact both water and wastewater systems. The specific tasks required as part of the evaluation include:

- **Task 100 – Project Management**
 - Monthly Progress Reports and Invoices. This subtask consists of production and implementation of the project plan, schedule, and budget. Assist the project team members in the implementation of the task items, reviewing the work-in-progress reports. Prepare and submit monthly activity reports showing current project status and identifying key issues or elements of the project that will need to be addressed in the proceeding weeks. An electronic version of the monthly progress reports will be sent to the City for review and approval. This task assumes that no hard copy of the monthly progress reports will be distributed.
 - Meeting No. 1 - Kick-off Meeting. Facilitate a kick-off meeting to review project management and initial data requests. This will be combined with Task 200.
 - Client Coordination.
 - Manage the consultant project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, time and budget needed to complete the project.

- Create and maintain a working project schedule.
- Review project status, including scope, budget, and schedule.

- **Task 200 - Collect and Analyze Project Data**

- As part of this analysis, Carollo will work with the City to identify reasonable sites or areas that new development may locate. This information will be utilized to promote development of accurate and defensible criteria for use in the evaluation.
- Carollo will work with the City to confirm the following evaluation scenarios: 2 MGD and 4 MGD additional Average Day Demand (ADD) and Dry Weather Flow (DWF).
- Similarly, Carollo will work with the City to make assumptions associated with the potential wastewater quality. Development(s) with this size of demand will represent a large percentage of the flow and load to the City's WWTF and could have a potentially significant impact on operations.

We understand the difficulty in determining the ultimate water quality for processes that are still unknown, it will be important to understand the wastewater quantity and load expectations, including both the upper and lower limits of the wastewater quality. We will use our expertise to make necessary assumptions and attempt to evaluate whatever processes are necessary given the assumptions provided by the City for use in making an accurate assessment of the treatability of the blended wastewater feeding the City's WWTF.

- Infrastructure: Carollo will work with the City to obtain as-built drawings of existing water and wastewater infrastructure associated with the study area. Carollo will work with the City to confirm the extent of new construction allowed within existing easements along the recommended infrastructure route.

- **Task 300 – Analyze Available Water Quantity and Delivery to Development Site**

- Carollo will update any existing information available by the City or existing Carollo records. Using the data collected in Task 200, Carollo will evaluate water rights, source capacity, storage and distribution system and determine likely pumping and storage facility locations and pipeline routes to supply the areas identified in Task 200. Carollo will utilize the City's hydraulic model to confirm distribution system capacity and infrastructure for up to two Average Day Demand (ADD) scenarios. Modeling will also review Maximum Day Demand (MDD) and impacts to fire flow availability.
- Alternative routes will be evaluated with consideration for possible cost and construction risks, such as utility conflicts, based on available as-built information, and easements. No additional survey or field investigations will be conducted as part of this Task.
- As part of this task, Carollo will coordinate with the City to determine the location and quantity of future water supplies to serve the new development. No specific analysis of water supply will be conducted.
- As part of this task, Carollo will also evaluate potential options to reclaim and recycle waste flows to offset incoming City water demands, if necessary or financially beneficial.

- **Task 400 – Analyze Wastewater Conveyance from Development Site to City WWTF**

- This task involves identifying alternatives to transfer wastewater flows from the areas identified in Task 200 to the City's WWTF.

Using the data collected in Task 200, Carollo will determine likely wastewater pipeline routes to accommodate new development of this magnitude. Carollo will develop an excel-based capacity analysis tool to determine the impact of the development to pump stations impacted by the site. The City's hydraulic model will not be used for this task. Alternative routes will be evaluated with consideration for possible cost and construction risks, such as utility conflicts, based on available as-built information, and easements. No additional survey or field investigations will be conducted as part of this Task.

- As part of this task, Carollo will also evaluate potential options to reclaim and recycle waste flows to reduce the wastewater treatment and collection needs.

- **Task 500 – Evaluate City WWTF Capacity**

- Carollo will define the characteristics of the industrial load: Using water quality information established in Task 200, and literature information on biodegradability of different industrial sources, estimate the chemical oxygen demand (COD) fractionation of up to two (2) different industrial loads for use in the BioWin modeling.
- Carollo will determine impact to process capacity: Add the two industrial load scenarios developed in the above subtask to the 2035 maximum month BioWin models developed in the last planning effort to determine the impact of this load on the capacity of the plant.
- Carollo will use the hydraulic calculations for the City's wastewater treatment plant (WWTF) developed as part of the WWT Engineering Report to evaluate the hydraulic capacity of the WWTF under up to four scenarios. The purpose of the evaluation is evaluate the impact of additional flows on the WWTF. It is expected that the evaluation will be based on a comparison of WWTF capacity with and without the added flows under dry and wet weather conditions. Recommendations to expand capacity to address the insufficient processes will be identified. A meeting will be held to discuss findings for Tasks 300, 400, and 500.

- **Task 600 – Review Permitting Considerations and Requirements**

- As part of this task, Carollo will review the potential permitting requirements associated with the water and wastewater infrastructure improvements identified in the previous tasks. While the primary goal will be to identify potential impacts on the schedule to execute installation of new pipelines, pump stations and treatment plant upgrades (if required), this task will also evaluate potential modifications to the existing City WWTF treatment and discharge permits that may be driven by the projected flows.

- **Task 700 – Develop Implementation Schedule and Opinion of Probable Cost**

- Based on the results of the previous tasks, Carollo will develop a high level construction schedule with risks for implementation of the recommended

infrastructure improvements. Construction sequencing opportunities will be evaluated to support optimum project schedule and cost.

- Carollo will develop a Level 5 cost estimate for the recommendations and improvements identified in the previous tasks. If there are options to be selected as part of any of the tasks, the cost for the options will be developed to support accurate and defensible decisions.
- A meeting will be held to present and discuss results and findings from Tasks 600, 700, and 800.

- **Task 800 – Draft and Final Technical Memorandum**

- Draft and Final TM summarizing evaluation criteria, recommended improvements, regulatory and permitting pathways, costs, and timelines for recommended actions.
- A high-level executive summary will be included for easy reference.

Assumptions

- The evaluation will be done for the following two scenarios for water:
 - Scenario 1 - ADD = 2 MGD
 - Scenarios 2 - ADD = 4 MGD
- The evaluation will be done for the following two scenarios for wastewater:
 - Scenario 1 - DWF = 2 MGD
 - Scenario 2 – DWF = 4MGD
- The planning demand and wastewater factors from both water and wastewater plans will be used.
- There is not expected to be any significant travel on this project and all reviews will be virtual reviews.

Deliverables List

1. Draft and Final Tech Memo summarizing evaluation criteria, recommended improvements, regulatory and permitting pathways, costs, and timelines for recommended actions.
2. A high-level executive summary will be included for easy reference.



BUDGET - DRAFT

Additional Support
City of Camas

TASK / DESCRIPTION		Carollo Labor						Total Hours	Carollo Labor Cost	OTHER DIRECT COSTS			TOTAL COST
		QM	PM/Senior	Project Professional	Staff Professional	GIS Technician	DP			Travel and Printing	PECE	Total ODC	
Labor Rate		\$ 249	\$ 215	\$ 194	\$ 149	\$ 151	\$ 105				\$ 14.00		
Tasks													
100	Project Management	12	32	16	0	0	12	72	\$ 14,199		\$ 1,008	\$ 1,008	\$ 15,207
200	Collect and Analyze Project Data	2	2	4	8	0	0	16	\$ 2,889		\$ 224	\$ 224	\$ 3,113
300	Analyze Available Water Quality and Delivery to Site	12	8	27	160	16	0	223	\$ 36,033		\$ 3,117	\$ 3,117	\$ 39,150
400	Analyze Wastewater Conveyance from Site to City WWTF	8	6	30	94	12	0	150	\$ 24,851		\$ 2,100	\$ 2,100	\$ 26,951
500	Evaluate City WWTF Capacity	12	20	48	184	6	0	270	\$ 44,794		\$ 3,780	\$ 3,780	\$ 48,574
600	Review Permitting Considerations and Requirements	2	12	52	24	0	0	90	\$ 16,702		\$ 1,260	\$ 1,260	\$ 17,962
700	Develop Implementation Schedule and Opinion of Probable Cost	4	12	24	80	4	0	124	\$ 20,698		\$ 1,736	\$ 1,736	\$ 22,434
800	Draft and Final Summary TM	4	2	12	24	8	12	62	\$ 9,770		\$ 868	\$ 868	\$ 10,638
Total		56	94	213	574	46	24	1007	\$ 169,936	\$ -	\$ 14,093	\$ 14,093	\$ 184,029



Staff Report

February 21st, 2023 Council Workshop Meeting

Lacamas Lake Dam Gates Replacement Design Services

Presenter: Will Noonan, Public Works Operations Manager

Time Estimate: 5 minutes

Phone	Email
360.817.7983	wnoonan@cityofcamas.us

BACKGROUND: In 2018, the City took ownership of the two dams on Round Lake from Georgia Pacific. The dams fall under the jurisdiction of the Washington State Dept of Ecology and must be inspected. From the recent annual inspections several recommendations were developed including replacement of the four timber spillway gates at the Upper Dam which show signs of decay and corrosion of carbon steel hardware. The spillway gates currently operate from a single drive that has a selector lever to choose which gate operates. This set-up is cumbersome to operate and reaching the end of its service life. Both the sluice gate on the Upper Dam and knife gate on the Lower Dam have also reached the end of their useful life and are recommended to be replaced.

SUMMARY: The City requested that Stantec provide design and specifications for replacement of the four timber gates with a longer lasting material, stainless steel. Stantec will also design new actuators for each gate, removing the outdated single drive actuator, and replacement of the sluice gate on the Upper Dam and knife gate on the Lower Dam. All of these improvements should last decades. The materials used and replacement mechanisms will ensure minimal maintenance, reduce leakage and make the dams easier to operate. In addition to providing final mechanical drawings and specifications, this contract also includes bid support, construction support and project management oversight. The proposed not to exceed cost is \$88,020.

BENEFITS TO THE COMMUNITY: The four spillway gates on the Upper Dam are what staff use to control the water levels of Lacamas/Round Lakes year around. Many of the components are original from 1937. The four timber gates are proposed to be upgraded to stainless steel and the whole structure with more modern upgrades to make the operations of the dam safer, easier, and more reliable. This will save money in the long run and provide more dependable operations for the City. Additionally, the systems being installed with this project have the ability to be upgraded in the future to remove the manual operations of the gates and give staff the option of operating the gates remotely via motorized actuators.

BUDGET IMPACT: This will be an amendment to the original contract. This addition is not to exceed \$88,020. The adopted 2023 budget for the Stormwater Fund has sufficient budget to support this contract.

RECOMMENDATION: Staff recommends this item be placed on the March 6th, 2023 Council Regular Meeting Agenda for Council's consideration.



**CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 1**

616 NE 4th Avenue
Camas, WA 98607

Project No. P1018

UPPER LACAMAS LAKE DAM GATE REPLACEMENT

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the 10TH day of February, 2023, by and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Stantec** hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may herinafter be referred to collectively as the "Parties."

The Parties entered into an Original Agreement dated August 1, 2022, 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, for an amount not-to-exceed \$88,020.

- 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 June 30, 2024

- b. ☐ Unchanged from Original/Previous Contract date of _____, 20____

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: \$85,830

- b. Amendment No. 1 \$88,020

- c. **Total: \$173,850**

- d. Consultant billing rates:

- ☐ Modification to Consultant Billing Rates per **Exhibit "C"** attached herein

- ☒ Unchanged from Original/Previous 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 _____ day of _____, 20__.

CITY OF CAMAS:

By: _____

Print Name: _____

Title: _____

STANTEC:
Authorized Representative

By:  _____
D084D00E83E7488...

Print Name: Richard Talley

Title: Vice President

Date: 2/10/2023

**EXHIBIT “A”
AMENDED SCOPE OF SERVICES**



Exhibit “A” Scope of Services Detailed Design of Upper Lacamas Lake Dam Gates and Lower Lacamas Lake LLO Valve Replacements

Background and Key Design Features

Located east of NE Everett St and NW Lake Rd in Camas, WA is Lacamas and Round Lake. These lakes are impounded by two concrete gravity dams near the south shore, generally referred to as the Upper Dam and Lower Dam. The Upper Dam has an LLO sluice gate, four timber spillway gates, and an uncontrolled emergency spillway. The spillway gates are operated from a single drive, that has a selector lever to choose which gate operates. The Lower Dam has a single LLO valve. All are manually operated from the respective dam crests, which are currently open to the public as they are part of the trail system.

The dams fall under the jurisdiction of the Washington Department of Ecology Dam Safety Division. Stantec performed the most recent annual inspection in September of 2022. The annual inspections have developed several dam safety recommendations. One recommendation was related to the four timber spillway gates at the Upper Dam which showed signs of decay and corrosion of carbon steel hardware. It was recommended that these noted items be replaced to prolong the life of these gates.

The City of Camas requested that Stantec provide a preliminary design for total gate replacement that will ensure minimal maintenance, reduce leakage, and provide an extended service-life. Stantec completed the preliminary design and issued a report on November 9, 2022.

The preliminary design report conceptualized two alternatives and their estimated costs. Both alternatives proposed the following work:

- (1) The spillway gate rack-and-pinion system will be replaced with electric actuators, one for each spillway gate for a total of four (4). The existing base of each electric actuator will be filled with grout.
- (2) The Upper Dam LLO gate manual actuator will be demolished and replaced with an electric actuator.
- (3) The Lower Dam LLO knife gate manual actuator will be replaced with an electric actuator. The Lower Dam LLO knife gate valve and stem will be also replaced. A bracket will be added to the existing bridge to support the stem and pedestal.



- (4) Power will be provided to each site for electric actuation via a new service drop that connects to the existing overhead utility line located West of NE Everett St. The City of Camas will be responsible for coordination of the new service drop with the local utility company, Clark Public Utilities. Stantec has provided 16 hours to support this coordination such as providing technical information to the utility as requested. The service drop will be located at the south end of the Lower Dam. Clark County Utility is responsible for developing and designing the distribution from their existing line to the service drop location. From the service drop location, a feeder will be routed to a new terminal box with two (2) new circuit breakers located at the Lower Dam to split the feed for each site. The main service feed to the Upper Dam will be routed in a combination of exposed & direct buried conduit. A main 480V distribution panel will be located at each Dam to distribute power to the new electric actuators, new welding receptacles, and a new 480V – 208/120V mini-power center for convenience power. LED flood lighting will be provided at both the Upper Dam and Lower Dam for supporting maintenance activities at nighttime. In addition, the design will include a grounding system that meets NEC requirements.
- (5) Alternative 1 allows for local operation of the electric actuators.
- (6) Alternative 2 involves the work described for Alternative 1 and also includes fiber optic cables for remote actuation of the electric actuators.
- (7) The City of Camas has chosen to proceed with only replacing the four gates and manual actuators at the Upper Dam, the actuator only on the existing knife gate at the Upper Dam with a manual actuator and the knife gate and new manual actuator at the Lower Dam only. No electrical power or remote monitoring or actuation is desired at this time. The four gate, existing knife gate and the new knife gate will all be fitted with manual actuators with hand wheels. The actuators will be specified such that a motorized adaptor can be attached in the future without modifications to the actuator. The City plans to provide power and fiber optic cables to the sites in the future and at that time, the actuators will be fitted with electrical motors, limit switches and both local and remote control features.

An allowance of 12 hours (2 structural and 10 mechanical) of engineering support has been provided for Bid Support. This budget will be used for review of the Contractor bids to ensure conformity with the design as requested by the Owner. This includes attendance at a pre-bid conference.

An allowance of 86 hours (36 structural/civil and 50 mechanical) engineering and designer support has been provided for Construction Support. This budget will be used for review of the construction submittal documents and RFIs to ensure conformity with the design as requested by the Owner. This task also includes three site visits during construction (full day) plus preparation of record drawings and O&M manuals upon completion of the work.



It is assumed that:

- Mechanical submittals (3) will include gates, valves and actuators
- Civil/structural submittals (10) will include concrete mix design, grout/mortar mix designs, miscellaneous metal work, anchorages, railings, stairs, concrete repairs, coatings, pedestrian traffic management and site restoration materials.

Scope of Work

Stantec has prepared the following scope of services to accomplish the aforementioned goals and objectives and further has determined the following tasks are necessary to complete the work. Given the simplicity of the gate and valve replacement plus the City's desired goal to complete the replacement in September of 2023, the design progression will include one interim milestone (90%) prior to bid documents. The design will be delivered in multiple progress levels as stated below.

- **Task 1 - 90% Design.** Drawings, Specifications will be provided at the 90% level of design.
- **Task 2 - Final Design.** A bid ready final set of Drawings and Specifications, will be provided as a final deliverable, incorporating any residual comments received on the 90% submission. Formal comment responses will also be provided to the 90% City comments at the time of this submission.
- **Task 3 – Bid Support.** Provide assistance in review of Contractor Construction addendum questions, attending pre-bid meeting and evaluating bids received.
- **Task 4 - Construction Support.** Provide support during construction consisting of review of construction contractor submittals and providing responses to RFI's and NCR's. Attendance at preconstruction conference, one site visit during construction and a substantial completion inspection is also included along with preparation of record drawings and O&M manuals.
- **Task 5 – Project Management.** Provide management, accounting and project controls during execution of project.



Deliverables

The following will be submitted under each task mentioned above.

- **Drawings:** Stantec will submit structural and mechanical drawings for the key design features listed in the scope of services. The structural drawings will include demolition of existing spillway gates, associated hardware, and existing concrete as needed to accommodate new gates, in addition to the general layout of the new spillway gates. The mechanical drawings will include demolition of existing actuators and performance design for the replacement actuator for spillway gates, upper dam LLO gate actuator only and lower dam LLO gate and actuator. No electrical work is anticipated. The drawing list is anticipated to be as follows.

- G-000 TITLE, SITE MAP AND DRAWING LIST
- G-001 GENERAL NOTES
- S-001 UPPER DAM SPILLWAY GATE DEMOLITION
- S-002 UPPER DAM SPILLWAY GATE REPLACEMENT
- M-001 UPPER DAM SPILLWAY GATE ACTUATOR LAYOUT
- M-002 UPPER DAM LOW LEVEL OUTLET (LLO) GATE VALVE ELECTRIC ACTUATOR LAYOUT
- M-003 LOWER DAM LOW LEVEL OUTLET (LLO) GATE VALVE ELECTRIC ACTUATOR LAYOUT
- M-004 MISCELLANEOUS DETAILS

- **Specifications:** City will utilize WSDOT/APWA format specifications and will be responsible for preparing the Division 0 and 1 sections and all agreements and general conditions. Stantec will only prepare technical specifications for specialty work. The following sections will be included in the design.

- | | |
|------------------|-------------------------------|
| Section 01 10 00 | Summary of Work |
| Section 02 41 00 | Demolition and Removal |
| Section 05 50 00 | Miscellaneous Metalwork |
| Section 40 05 57 | Electric and Manual Actuators |
| Section 40 05 59 | Stainless Steel Slide Gates |

- **Cost Estimates:** No further cost estimating services will be provided given the simplicity of the project and the recent (November 2022) estimate.
- **Submittal review comments and responses to RFI's and NCR's.** It is anticipated that there will be 13 submittal packages provided by the Contractor and 5 RFIs generated. Time is estimated to be 3 hours per submittal and per RFI on average.



Schedule

The following schedule is proposed for this scope of work.

Task	Schedule
Notice to Proceed	March 1 st , 2023
90% Design	March 1 st to April 7 th , 2023
Final Design	April 24 th to May 12 th , 2023
Bid Support	June 5 th to June 23 rd , 2023
Construction Support	August 7 th to November 1 st , 2023
Project Management	March 1 st to December 31 st , 2023

Assumptions and Clarifications

- Schedule is based on an assumed Notice to Proceed (NTP) on March 1st, 2023.
- Two-week (10 working days) periods have been assumed for Owner review of the 90% submittal package.
- Design of the actuators for gates and valves will be performance-based specifications and requirements.
- Site topographical surveys will not be conducted. Base mapping shall be available imagery from public source software. Plan details will need to be field verified by bidders prior to bidding and by contractor prior to purchasing equipment. This will be noted as such on the drawings.
- All drawings will be developed using AutoCAD 2021.
- Final performance design drawings will be provided in sufficient detail for a fabrication shop to design the equipment and generate shop drawings for the manufacture of the equipment.
- We have assumed that Stantec will receive a single set of collated comments/markups from the City after each submittal.
- No face-to-face meetings or site visits are included during design phases as virtual meetings will be held instead.
- Three site visits have been planned during construction. One at the preconstruction conference, one midway through construction and one at substantial completion.

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



Exhibit “B”
Costs for Scope of Services
Detailed Design of Upper Lacamas Lake Dam Gates and Lower
Lacamas Lake LLO Valve Replacements

Compensation for this Scope of Work will be on a time and materials basis with a not-to-exceed limit of \$88,020 utilizing the labor rate schedule shown in Table B-1 and Other Project Direct Costs also shown in Table B-1

Table B-1 Breakdown of Engineering Fees and Other Direct Charges by Task

Task	Hours	Labor Fee	ODC's	Total Fees
Task 1 – 90% Design	198	\$39,600	\$0	\$35,250
Task 2 – Final Design	60	\$12,420	\$0	\$12,420
Task 3 – Bid Support	12	\$2,500	\$3,150	\$5,650
Task 4 – Construction Support	86	\$16,850	\$5,250	\$22,100
Task 5 – Project Management	48	\$8,250	\$0	\$12,600
Total Tasks 1 through 5	404	\$79,620	\$8,400	\$88,020



Staff Report

February 21st, 2023 Council Workshop Meeting

2023-2025 HVAC Preventive Maintenance and Repairs

Presenter: Will Noonan, Public Works Operations Manager

Time Estimate: 5 minutes

Phone	Email
360.817.7983	wnoonan@cityofcamas.us

BACKGROUND: The Central Services Division within Public Works manages the Heating, Ventilation and Air Conditioning (HVAC) units throughout the City buildings. This contract is for the purchase of HVAC services for routine preventative maintenance and repairs to HVAC systems throughout City-owned buildings. The City operates a variety of separate HVAC systems at 12 different locations. This contract includes quarterly inspections of all the units and prescribed filter changes and replacement parts. This contract will replace a recently expired contract.

SUMMARY: The City went through a formal bid process. The contract is for three years with an option to extend the contract for up to 2 additional years. The low bid was submitted by Hermanson for \$115,476 annually.

BUDGET IMPACT: As discussed above, the bid is for \$115,476 annually. The adopted 2023 budget in the Central Services Fund has sufficient budget to support this activity.

RECOMMENDATION: Staff recommends this item be placed on the March 6th, 2023 Council Regular Meeting Agenda for Council's consideration.



PUBLIC WORKS DEPARMENT

REQUEST FOR QUOTES

AND

CONTRACT DOCUMENTS

FOR

**2023-2025 HVAC PREVENTIVE MAINTENANCE
AND REPAIRS**

December 2022

PUBLIC WORKS DEPARTMENT

REQUEST FOR QUOTES

CITY OF CAMAS PUBLIC WORKS DEPARTMENT 2023-2025 HVAC PREVENTIVE MAINTENANCE AND REPAIRS

Sealed proposals will be received by the City of Camas, Administrative Services, 616 NE 4th Avenue, Camas, Washington, until 1:00 p.m. on Thursday, January 5, 2023. and will then and there be publicly read.

Eligible Contractors shall be listed with MSRC Rosters on the Small Works Roster as of Monday, December 5, 2022, under Facility Construction, Repair, and Maintenance - HVAC Installation, Inspection, and Maintenance. Plans and Bid Specifications will be emailed to eligible Contractors.

A Bid Bond is not required for this project. A Contract Bond for 100% of the contract amount will be required for the awarded Contractor.

The improvement for which quotes will be received follows:

Sealed quotes in envelopes marked with the Bidder's name, Project Title and Project number will be received at the time and address noted above.

Contract Scope

This contract is for the purchase of HVAC Services for preventative maintenance and non-scheduled maintenance and repairs. This contract is only for routine preventative maintenance and repairs to restore an HVAC system to an operational state. This contract is not for upgrades, overhauls, improvements to existing systems, or new system installs. Work to be in accordance with the current version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction.

**For questions, please contact Will Noonan, Public Works Operations Manager,
(360) 817-1563 or wnoonan@cityofcamas.us at the City of Camas.**

The Contractor is obligated to pay Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County, effective January 5, 2023. Wage rates are not included in this packet. A printed copy of the wages rates are available for viewing at Camas City Hall. The City of Camas will mail a hard copy upon request. Rates applicable to this project can be looked up at the Washington State Department of Labor and Industries web site at:

www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp

Mandatory Pre-Bid Meetings

Mandatory Pre-Bid Meetings will be conducted on Friday, December 9, 2022, and Thursday, December 15, 2022. Each session will begin at 8:30 a.m. Bidders are required to attend one of the two meetings. There is no need to attend both meetings. The Pre-Bid Meetings will begin in the Camas Annex Building located at 528 NW 4th Avenue. Bidders will be provided with a list of addresses to City Facilities. Following a project overview discussion, attendees will be asked to accompany staff on a site-visit to project related locations. Bidders are responsible for their own transportation.

American Made:

In an effort to maximize the creation of American jobs and restoring economic growth, the City of Camas encourages the use of products and services that are made in the United States of America whenever and wherever possible.

Disadvantaged Businesses:

The City of Camas encourages the solicitation and recruitment, to the extent possible, of certified minority-owned (MBE), women-owned (WBE), emerging small (ESB) businesses, and other disadvantaged companies in the construction of this project.

Civil Rights Act:

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).

The City of Camas expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsible bidder as it best serves the interests of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.

**ADDENDUM NO. 1
TO THE
SPECIFICATIONS AND CONTRACT DOCUMENTS**

for

2023-2025 HVAC Preventive Maintenance and Repairs

January 5, 2023

IMPORTANT: *This addendum must be signed and submitted with the proposal.*

TO ALL PLANHOLDERS:

The following changes, additions, and/or deletions are made a part of the contract documents and bid specifications for the construction of the *2023-2025 HVAC Preventive Maintenance and Repairs Project* as fully and completely as if the same were set forth therein:

DELETE THE FOLLOWING LANGUAGE FROM PAGE 13:

Service Program for City of Camas

Equipment Description	General Tasks	Inspections per Year/Frequency
Package Units/Split Systems/Heat Pumps	Preventive Maintenance	2X
	Merv-13 Filter Change	2X
	Belt Change	1X
	Coil Cleaner	1X

REPLACE WITH THE FOLLOWING LANGUAGE ON PAGE 13:

Service Program for City of Camas

Equipment Description	General Tasks	Inspections per Year/Frequency
Package Units/Split Systems/Heat Pumps	Preventive Maintenance	4X
	Merv-13 Filter Change	4X
	Belt Change	1X
	Coil Cleaner	1X

Receipt of this addendum is hereby acknowledged:

Authorized Signature

**ADDENDUM NO. 2
TO THE
SPECIFICATIONS AND CONTRACT DOCUMENTS**

for

2023-2025 HVAC Preventive Maintenance and Repairs

January 5, 2023

IMPORTANT: *This addendum must be signed and submitted with the proposal.*

TO ALL PLANHOLDERS:

The following changes, additions, and/or deletions are made a part of the contract documents and bid specifications for the construction of the *2023-2025 HVAC Preventive Maintenance and Repairs Project* as fully and completely as if the same were set forth therein:

DELETE THE FOLLOWING LANGUAGE:

All references to:

PROPOSALS DUE: January 5, 2023, at 1:00 p.m.

REPLACE WITH THE FOLLOWING LANGUAGE:

All references to:

PROPOSALS DUE: January 13, 2023, at 1:00 p.m.

Receipt of this addendum is hereby acknowledged:

Authorized Signature

**ADDENDUM NO. 3
TO THE
SPECIFICATIONS AND CONTRACT DOCUMENTS
for
2023-2025 HVAC Preventive Maintenance and Repairs
January 6, 2023**

IMPORTANT: *This addendum must be signed and submitted with the proposal.*

TO ALL PLANHOLDERS:

The following changes, additions, and/or deletions are made a part of the contract documents and bid specifications for the construction of the *2023-2025 HVAC Preventive Maintenance and Repairs Project* as fully and completely as if the same were set forth therein:

DELETE THE FOLLOWING LANGUAGE:

All references to:

Sealed proposals will be received by the City of Camas, Administrative Services, 616 NE 4th Avenue, Camas, Washington, until 1:00 p.m. on ~~Thursday, January 5,~~ Friday, January 13, 2023. and will then and there be publicly read.

REPLACE WITH THE FOLLOWING LANGUAGE:

All references to:

Proposals shall be accepted via email, until 1:00 p.m. on January 13, 2023. The email Subject line shall clearly indicate the following:

Bid Submittal for HVAC PM and Repairs and Bidder's name

Proposals shall be emailed to wnoonan@cityofcamas.us.

Note: Bid tabulation will be emailed to all bidders once the document has been reviewed and certified by staff.

DELETE THE FOLLOWING LANGUAGE:

Quote Proposal (pages 9 and 10)

REPLACE WITH THE FOLLOWING LANGUAGE:

Quote Proposal – Addendum #3 (attached herein)

Receipt of this addendum is hereby acknowledged:

Authorized Signature

VI. BIDDING DOCUMENTS

ADDENDUM #3

QUOTE PROPOSAL
2023-2025 HVAC PREVENTIVE MAINTENANCE AND REPAIRS

To the Office of the City Clerk
 Camas, Washington

The undersigned hereby certifies that he has examined the specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said Plans, Specifications and contract, and the following schedule of rates and prices:

(Note: Unit prices for all items, all extensions, and total amount of quote should be shown. All entries must be typed or entered in ink.)

Item	Quantity	Description	Unit	Unit Price	Total
1.	1	Spring Service	LS	\$_____	\$_____
2.	1	Summer Service	LS	\$_____	\$_____
3.	1	Fall Service	LS	\$_____	\$_____
4.	1	Winter Service	LS	\$_____	\$_____
5.	1	*Labor Rate	HR	\$_____	\$_____
6.	1	*Labor Rate-Emergency	HR	\$_____	\$_____
7.	1	Repairs Parts and Materials	LS	\$ <u>60,000.00</u>	\$ <u>60,000.00</u>
8.	1	Method of Calculating Parts and Materials: Cost Plus _____% (Max. 21%)			
Subtotal Markup % x Repairs Parts and Materials (Markup Total) (Enter Markup total, not Bid Item 7 plus Markup total)					\$_____
Subtotal (Bid Items 1-8)					\$_____
8.5% Sales Tax (Bid Items 1-8)					\$_____
Total Base Bid (Basis of Award Bid Items 1-8)					\$_____

 Signature of Owner or Authorized Corporate Officer
 (This is required for a valid bid.)

**LISTED QUANTITIES SHALL NOT BE CONSIDERED FIRM ESTIMATES
 OF REQUIREMENTS FOR THE YEAR.
QUANTITIES ARE BASED ON ANTICIPATED ANNUAL NEEDS.**

* Overtime rates shall be calculated at 1.5 times the Labor Rates.

By signing the Bid Proposal, the bidder hereby declares, under penalty of perjury under the laws of the United States that the Non-Collusion Declaration and Notice to All Bidders statements, as provided in these Bid Specifications and Contract Documents, are true and correct.

The City of Camas expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsible bidder as it best serves the interests of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.

Receipt is hereby acknowledged of **Addendum(s) No. (s)** _____, _____ & _____.

CONTRACTOR INFORMATION PAGE**2023-2025 HVAC PREVENTIVE MAINTENANCE AND REPAIRS**

Proposal Submitted By:

CONTRACTOR_____
CONTRACTOR MAILING ADDRESS_____
EMAIL_____
CITY

STATE

ZIP CODE

PHONE NO._____
WASHINGTON STATE CONTRACTORS LICENSE #_____
EXPIRATION**PROPOSALS DUE:** January 5, 2023, at 1:00 p.m.

Proposals submitted and Bid Opening at Camas City Hall
 616 NE 4th Avenue
 Camas, Washington 98607

Contacts:

City of Camas
Will Noonan, Public Works Operations Manager
Phone: (360) 817-1563
E-mail: wnoonan@cityofcamas.us

PUBLIC WORKS DEPARTMENT

SCOPE OF WORK

2023-2025 HVAC PREVENTIVE MAINTENANCE AND REPAIRS

I. DESCRIPTION OF WORK

This contract is for the purchase of HVAC Services - preventative maintenance and non-scheduled services and repairs. This contract is only for routine preventative maintenance and repairs to restore an HVAC system to an operational state. This contract is not for upgrades, overhauls, improvements to existing systems, or new system installs. Work to be in accordance with the current version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction.

The Contractor shall provide inspection (visual and physical check/test) and repair services including, but not limited to, checking and cleaning coils; supply and replace filters; change belts as needed and approved; calibration; secure, tighten and any adjustments; cleaning; alignment; vibration; and surface preparation to prevent corrosion; check wiring and pressures for HVAC systems as listed below:

Camas Public Library
Cemetery
City Hall
Community Center
Fire Station 41 (at City Hall)
Fire Station 42
Fire Station 43

Lacamas Lake Lodge
Municipal Annex
Operations Center/Trailer
Police Department
Washougal Fire Station
Wastewater Treatment Plant

II. QUALIFICATIONS

Contractor shall have a minimum of three (3) consecutive years of recent experience in performing the services described in these specifications. Contractor shall be fully qualified by ability, knowledge, and experience to satisfactorily perform the work required, and shall be engaged in providing HVAC Preventive Maintenance and Repairs by the use of its own trained and qualified employees and equipment, material, and supplies, except as specified in this document. Training requirements to comply with OSHA requirements may include but not limited to confined space entry.

Statement of Qualifications

Provide a statement of your company's ability to deliver the service sought under the competitive solicitation. Please address prior experience, two (2) references, training, certifications, resources, quality management systems, and anything else that might be applicable.

Electrician Certification

Bidder shall have at a minimum one (1) employee who holds certificates of competency as at least a Journey Level Electrician per requirements of RCW [19.28](#). Provide the name(s) of any such person(s) and the copy(s) of certificate(s) with the bid.

III. BIDDING REQUIREMENTS

A Bid Bond is not required.

It is the bidder's responsibility to verify that the official City of Camas clock corresponds with their company's time clock. Late proposals will not be accepted.

The Mandatory Bidder Responsibility Criteria form included herein must be completed and submitted with your proposal form.

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

- **Did you complete and include the Contractor's Information Page?**
- **Did you Sign your Quote Proposal?**
- **If applicable, did you acknowledge receipt of addendums?**
- **Did you complete all of the Mandatory Bidder Responsibility Criteria?**
- **Did you provide a copy of at least one employee's Journey Level Electrician License.**
- **Did you provide a copy of your firm's Statement of Qualifications.**

IV. CONTRACT REQUIREMENTS

Emergency Service Call-Out

Under storm and/or emergency conditions (as determined by the City), operator and crew shall be available on twenty-four (24) hour notice from the City. The Contractor shall provide the City or his/her designee with telephone number(s) at which the Contractor can be reached on a twenty-four (24) hour basis. The Contractor shall arrive at the designated work site, ready to work, within two (2) hours of receiving notification. The Contractor shall give absolute preference to work requested by the City under storm and/or emergency conditions. Under these conditions, emergency rates shall apply as listed on the bid form. Additionally, any call-outs made between the hours of 4:00 p.m. and 7:00 a.m. shall be charged at emergency rates.

Prevailing Wage Law

This contract is subject to Washington State's Prevailing Wage on Public Works Act (RCW 39.12). All workers employed in the performance of any part of the work, unless exempt, according to RCW 39.12 and the rules promulgated by the Washington State Department of Labor and Industries (L&I).

Statement of Intent to Pay Prevailing Wages (Intent). Before commencing any work under this contract, Contractor (and all subcontractors) shall file with L&I for approval certifying its intent to pay prevailing wages. Contractor shall apply for an Intent at the beginning of each subsequent Calendar Year.

Affidavit of Wages Paid (Affidavit). Upon completion of the work under this contract (at the end of each Calendar Year), Contractor (and all subcontractors) shall file with L&I for approval an Affidavit of Wages Paid. Contractor shall apply for an Affidavit at the end of each subsequent Calendar Year.

No Obligation to Contract

This Bid does not obligate the City to contract for service(s), or product(s) specified herein. City reserves the right to cancel or reissue this Bid in whole or in part, for any reason prior to the issuance of a Notice of Award. The City does not guarantee to purchase any specific quantity or dollar amount. Bids that stipulate that the City shall guarantee a specific quantity or dollar amount will be disqualified (e.g., "all-or-none").

The City reserves the right to contact and utilize additional HVAC service contractors at any time for any reason.

V. INSURANCE REQUIREMENTS

- The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:
 - An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
 - Any other amendatory endorsements to show the coverage required herein.
 - All insurance policies, with the exemption of Professional Liability and Workers Compensation, shall name the following entities as additionally insured(s):
 - **Contracting Agency and its officer, elected officials, employees, agents, and volunteers.**
 - The listed entities above shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.
 - The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

Commercial General Liability

- 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, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

Per project aggregate

Premises/Operations Liability

Products/Completed Operations – for a period of one year following final acceptance of the work.

Personal/Advertising Injury

Contractual Liability

Independent Contractors Liability

Stop Gap / Employers' Liability

Explosion, Collapse, or Underground Property Damage (XCU)

Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$2,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

\$1,000,000 Each Accident

\$1,000,000 Disease - Policy Limit

\$1,000,000 Disease - Each Employee

Automobile Liability

- Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as ISO form CA 00 01. For Construction and Services Contracts add: Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

\$1,000,000 Minimum combined single limit for bodily injury and property damage per incident

Workers' Compensation

- The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

VI. BIDDING DOCUMENTS**QUOTE PROPOSAL****2023-2025 HVAC PREVENTIVE MAINTENANCE AND REPAIRS**

To the Office of the City Clerk
Camas, Washington

The undersigned hereby certifies that he has examined the specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said Plans, Specifications and contract, and the following schedule of rates and prices:

(Note: Unit prices for all items, all extensions, and total amount of quote should be shown. All entries must be typed or entered in ink.)

Item	Quantity	Description	Unit	Unit Price	Total
1.	1	Spring Service	LS	\$_____	\$_____
2.	1	Summer Service	LS	\$_____	\$_____
3.	1	Fall Service	LS	\$_____	\$_____
4.	1	Winter Service	LS	\$_____	\$_____
5.	1	*Labor Rate	HR	\$_____	\$_____
6.	1	*Labor Rate-Emergency	HR	\$_____	\$_____
7.	1	Anticipated Annual Repairs	LS	\$ <u>80,000.00</u>	\$ <u>80,000.00</u>
8.		Method of Calculating Parts and Materials (choose one):			
				Cost Minus	_____ %
				List Minus	_____ %
		Explain: _____		Or Other	_____ %
		8.4% Sales Tax			\$_____
		Total Base Bid (Basis of Award Bid Items 1-7)			\$_____

Signature of Owner or Authorized Corporate Officer
(This is required for a valid bid.)

**LISTED QUANTITIES SHALL NOT BE CONSIDERED FIRM ESTIMATES
OF REQUIREMENTS FOR THE YEAR.
QUANTITIES ARE BASED ON ANTICIPATED ANNUAL NEEDS.**

*** Overtime rates shall be calculated at 1.5 times the Labor Rates.**

By signing the Bid Proposal, the bidder hereby declares, under penalty of perjury under the laws of the United States that the Non-Collusion Declaration and Notice to All Bidders statements, as provided in these Bid Specifications and Contract Documents, are true and correct.

The City of Camas expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsible bidder as it best serves the interests of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.

Receipt is hereby acknowledged of **Addendum(s) No. (s)** _____, _____ & _____.

MANDATORY BIDDER RESPONSIBILITY CRITERIA INFORMATION:

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

CONTRACTOR

NAME OF OWNER OR CORPORATE OFFICER

SIGNATURE OF OWNER OR CORPORATE OFFICER

DATE AND PLACE

DEPARTMENT OF LICENSING CONTRACTOR LICENSE REGISTRATION NUMBER

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

LABOR AND INDUSTRIES WORKERS' COMPENSATION NUMBER

EMPLOYMENT SECURITY DEPARTMENT NUMBER (UNEMPLOYMENT NUMBER)

EXCISE TAX REGISTRATION NUMBER (FEDERAL ID NUMBER)

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

BIDDER IS IN COMPLIANCE: ☐ YES ☐ NO

ELECTRICAL CONTRACTOR'S LICENSE NUMBER (if applicable)

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

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

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

NON-COLLUSION DECLARATION

I, by signing the Proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this Proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOT 272-036I EF

VII. TECHNICAL SPECIFICATIONS

This Contract will cover maintenance and repair of all of the HVAC equipment at City facilities identified herein. A list of the equipment to include make, model and location is provided.

Service Program for City of Camas

Equipment Description	General Tasks	Inspections per Year/Frequency
Package Units/Split Systems/Heat Pumps	Preventive Maintenance Merv-13 Filter Change Belt Change Coil Cleaner	2X 2X 1X 1X
Chiller	Large Annual Maintenance (Spring) Preventive Maintenance Oil Analysis	1X 1X 1X
Boilers	Large Annual Maintenance (Fall) Gas Analyzer	1X 1X
Pumps	Preventive Maintenance	1X
Exhaust Fans	Preventive Maintenance	1X
Thermostats	Check and Calibrate, if necessary	2X
	All Wastewater Facility Equipment	1X

HVAC Equipment List

Make	Model	Location
McKay		Camas Public Library
Bard		Cemetery
Friedrich		City Hall (not Fire Station)
Wesco		Community Center
Friedrich		Fire Station 41 (City Hall)
Lennox	C23-51/65FC-1	Fire Station 42
Payne	PA13NA060	Fire Station 43
Copeland	GSC130601CB	Fire Station 43
Lennox	CX34-62C-6F-1, CX34-62D-6F-1, CX34-25B-6F-1 and CX34-18/24B-6F-2	Lacamas Lake Lodge
ICP		Municipal Annex
Trane	UX1D100A9601A	Municipal Annex
Lennox	HS23-413-1Y	Operations Center/Trailer
Seasons 4	6MJI21-0202-TN4 0-08TD	Police Department
Copland/Payne		Washougal Fire Station
Trane	P31103709D	Wastewater Treatment Plant

Quarterly Inspections/Services

The work is to be done on a quarterly basis in the season as follows: Spring – March, Summer – June, Fall – September, and Winter – December, unless otherwise scheduled by the City.

1. Spring Inspection/Service. Schedule and perform a Pre-Cooling season maintenance service call. The following services shall be performed:
 - a. Cycle units and check pressures and refrigerant charge
 - b. Be sure condensate lines are clean and pump is working properly
 - c. Visually inspect all wiring
 - d. Check and clean the indoor and outdoor coil if needed.
2. Summer Inspection/Service. Schedule and perform the following:
 - a. Provide and replace filters, inspect belts, replace as needed
 - b. Visually inspect all wiring
3. Fall Inspection/Service. Schedule and perform a Pre-Heating season maintenance service call. Perform the following:
 - a. Cycle and check each unit for proper heating operation
 - b. Check and clean pilots and bearings if needed
 - c. Provide and replace filters, inspect belts and change if needed
 - d. Visually inspect all wiring
 - e. Inspect and service or repair gas radiant tube and space heaters
4. Winter Inspection/Service. Schedule and perform the following services:
 - a. Provide and replace filters, inspect belts, replace as needed
 - b. Visually inspect all wiring

VIII. CONSTRUCTION REQUIREMENTS

Preventive Maintenance Services

Preventive Maintenance is pre-planned, periodic, on-site inspection and testing of the HVAC system. Preventive Maintenance includes all adjustments or part replacements required to keep HVAC system in proper working order consistent with original manufacturer specifications and recommendations. Contractor shall work with City to develop regular intervals for such Preventive Maintenance service.

Non-Scheduled Services and Repairs

Non-Scheduled Services and Repairs is defined as on-site, un-scheduled maintenance and/or repair of HVAC equipment which is not operating properly and requires immediate repair or services to keep it in proper working order consistent with original manufacturer specifications and recommendations.

Manufacturer Certifications

HVAC Services shall be performed by manufacturer certified technicians properly trained and/or authorized to perform such services.

Permits

The Contractor is responsible for acquiring any and all permits related to the work being performed at the Contractor's expense.

Damages

Damage to City facilities shall be repaired by contractor at no expense to contracting agency.

Working Hours

The Contractor will not be allowed to perform any work on City recognized holidays, Sundays, or before 7:00 a.m. or after 7:00 p.m. on any working day.

Contract Term

The period of this Contract shall be for a period of one year from its effective date. The City may, at its option, extend the Contract for up to two additional one (1) year extensions, provided, however, that either party may at any time during the life of this Contract, or any extension thereof, terminate this Contract by giving thirty (30) days' notice in writing to the other party of its intention to cancel. Contract extension shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the Contract.

Price Increase

Any increase proposed shall be submitted to the City, thirty (30) calendar days before the proposed effective date of the price increase and shall be limited to fully documented cost increases to the Contractor which are demonstrated to be industry-wide.

Pricing shall be prepared with the following terms. The City may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the City. Prices shall remain firm for the first twelve-month period of the contract.

Requests for Rate Increases must be delivered to the Public Works Operations Manager. No other employee may accept a rate increase request on behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Contract or specified within an official written change issued by Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

In order to protect the interest of the City and to give the contractor a reasonable basis for quoting, a price adjustment feature is hereby incorporated into the specifications and contract documents and shall be binding on the contractor and the City.

In submitting a bid, Contractor shall set forth the amount they will accept for the first year (12-months) in payment for the work on the Proposal Form in accordance with the contract.

IX. CONTRACT DOCUMENTS

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 for **2023-2025 HVAC Preventive Maintenance and Repair**, in accordance with and as described in the attached plans and specifications, 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 Contractor is obligated to pay Prevailing Wages as determined by the Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County effective January 5, 2023.

VII. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.

City of Camas, Washington in accordance with the provisions of Title VI of the Civil Rights Act of 1964 {78 Stat. 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notified 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 LEP in consideration for an award.

VIII. 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.

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

X. 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.

XI. 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 _____, 202____.

 Contractor

Executed by the Local Agency _____, 202____.

Mayor, City of Camas

CONTRACT BOND

2023-2025 HVAC PREVENTIVE MAINTENANCE AND REPAIRS

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 **2023-2025 HVAC Preventive Maintenance and Repairs**, 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 **completion of each Contract year**, unless amended by change 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, CITY OF CAMAS

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.*).



I, Para Carlin, hereby certify
that these bid tabulations are correct.
1.18.23 Date

2023-2025 HVAC Preventive Maintenance & Repairs				Engineer's Estimate		Hermanson Company LLP 1221 2nd Ave. N Kent, WA 98032 206-575-9700 cnilson@hermanson.com		MacDonald-Miller Facility Solutionsn, LL 17930 International Blvd, Ste. 120 Seatac, WA 98188 206-763-9400 rory.olson@macmiller.com		Honeywell International, Inc. 15001 NE 36th St. Redmond, WA 98052 206-947-1884 jeff.joseph@honeywell.com		HMS Commercial Service, Inc. 4103 SE International Way, Ste. 30 Milwaukie, OR 97222 503-220-0394 colbyl@hmsinc.us		Alliant Systems 351 NW 12th Ave. Portland, OR 97209 971-205-4165 js.fischer@alliant-systems.com	
DATE OF BID OPENING: January 13, 2023, 1:00pm															
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	Spring Service	LS	1	\$13,198.00	\$ 13,198.00	\$11,100.00	\$ 11,100.00	\$ 21,372.00	\$ 21,372.00	\$ 18,383.03	\$ 18,383.03	\$ 14,368.00	\$14,368.00	\$ -	\$ -
2	Summer Service	LS	1	\$13,198.00	\$ 13,198.00	\$ 5,896.00	\$ 5,896.00	\$ 5,592.00	\$ 5,592.00	\$ 12,505.35	\$ 12,505.35	\$ 12,888.00	\$12,888.00	\$ -	\$ -
3	Fall Service	LS	1	\$13,198.00	\$ 13,198.00	\$11,100.00	\$ 11,100.00	\$ 13,920.00	\$ 13,920.00	\$ 18,383.03	\$ 18,383.03	\$ 15,108.00	\$15,108.00	\$ -	\$ -
4	Winter Service	LS	1	\$13,198.00	\$ 13,198.00	\$ 5,896.00	\$ 5,896.00	\$ 6,218.00	\$ 6,218.00	\$ 12,505.35	\$ 12,505.35	\$ 12,888.00	\$12,888.00	\$ -	\$ -
5	*Labor Rate	HR	1	\$ 140.00	\$ 140.00	\$ 175.00	\$ 175.00	\$ 179.00	\$ 179.00	\$ 247.73	\$ 247.73	\$ 185.00	\$185.00	\$ -	\$ -
6	*Labor Rate - Emergency	HR	1	\$ 225.00	\$ 225.00	\$ 262.50	\$ 262.50	\$ 268.50	\$ 268.50	\$ 247.73	\$ 247.73	\$ 278.00	\$278.00	\$ -	\$ -
7	Repairs Parts and Materials	LS	1	\$60,000.00	\$ 60,000.00	\$60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$60,000.00	\$ -	\$ -
8	Method of Calculating Parts & Materials	Cost Plus	1	21%		20%		21%		21%		15%			

Subtotal Markup % x Repairs Parts and Materials (Markup Total)	\$ 12,600.00	\$ 12,000.00	\$ 12,600.00	\$ 9,000.00		
(Enter Markup total, not Bid item 7 plus Markup total)						
Subtotal	\$125,757.00	\$ 106,429.50	\$ 120,149.50	\$ 122,272.22	\$ 124,715.00	\$ -
8.5% Sales Tax	\$ 10,689.35	\$ 9,046.51	\$ 10,212.71	\$ 10,393.14	\$ 10,600.78	\$ -
Total Base Bid (BASIS OF AWARD)	\$136,446.35	\$ 115,476.01	\$ 130,362.21	\$ 132,665.36	\$ 135,315.78	\$ -
			SOQ not submitted Proposal Form not executed	Proposal Form not executed	Proposal Form not executed	Authorized proposal not used Receipt of Addendum 3 not acknowledged



Staff Report

February 21, 2023 Council Workshop Meeting

HSR Capital (Webberley Property) Annexation Request

Presenter: Alan Peters, Community Development Director

Time Estimate: 20 minutes

Phone	Email
360.817.7254	apeters@cityofcamas.us

BACKGROUND: The Community Development Department has received a petition from HSR Capital, LLC, requesting annexation of 11 properties totaling 53.39 acres into the City of Camas by the 60% petition annexation method (RCW 35A.14.120). The subject properties are located directly north of Camas High School, are bounded on three sides by Camas city limits, and are within the City's Urban Growth Area.

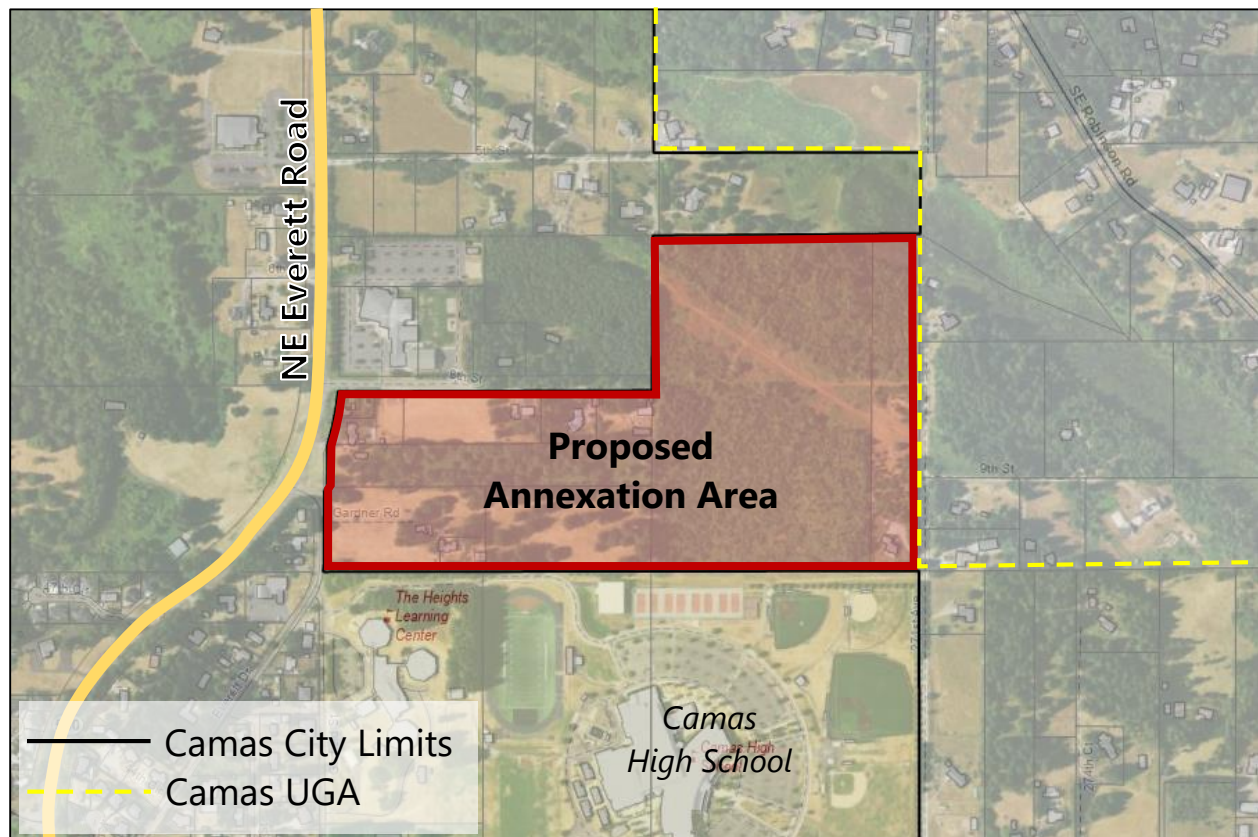


Figure 1: Location of proposed annexation area.

SUMMARY: On January 6, 2023, the Community Development Department received a notice of intention to commence annexation proceedings from HSR Capital, LLC, pursuant to the 60% petition annexation method provided for by RCW 35A.14.120. The proposed annexation area consists of 11 individual properties (see Table 1) totaling 53.39 acres. HSR Capital is the owner of parcel no. 178140-000, a 26.52-acre property formerly owned by the Webberley family.

Table 1: Properties within the proposed annexation area.

Parcel no.	Owner	Acreage	Value	% of Total Value
178105-000	Envision Group, LLC	5.03	\$515,751	4.94%
178108-000	Rekdahl Donald A & Rekdahl Shirley M Trustees	5.09	\$472,342	4.52%
178120-000	Cathy D Waller	0.96	\$633,643	6.07%
178140-000	HSR Capital, LLC	26.52	\$4,886,730	46.80%
178159-000	Rekdahl Donald A & Rekdahl Shirley M Trustees	4.36	\$478,189	4.58%
178169-000	Rekdahl Donald A & Rekdahl Shirley M Trustees	0.56	\$528,973	5.07%
178178-000	Burton F Place & Karen L Place	2.60	\$431,795	4.14%
178212-000	Janice A Ormond	0.36	\$406,599	3.89%
178216-000	Con McClure & Debra McClure	1.06	\$353,760	3.39%
178219-000	Carolyn Lee Masuoka & Jason Kurtis Bennett Masuoka	1.06	\$784,215	7.51%
178241-000	Mark Hagensen & Lori Hagensen	5.79	\$949,246	9.09%
		Total	\$10,441,243	100%

Nine of the properties are developed with single-family residences and residential accessory structures. The remaining two properties, including the 26.52-acre HSR Capital property, are undeveloped. Camas High School is located immediately to the south.

The properties are currently in Clark County's Single-family Residential (R1-6) zone with an Urban Holding (UH-10) overlay. The proposed annexation area is within Camas' Urban Growth Area and is bounded on the north, south, and west by Camas' city limits. The properties are within the newly created North Shore Subarea, and are located within four new comprehensive plan land use designations: North Shore Commercial, North Shore Multi-Family High, North Shore Single-Family

Low, and North Shore Open Space/Parks. If annexed, the properties would need to be rezoned to corresponding City zoning designations.

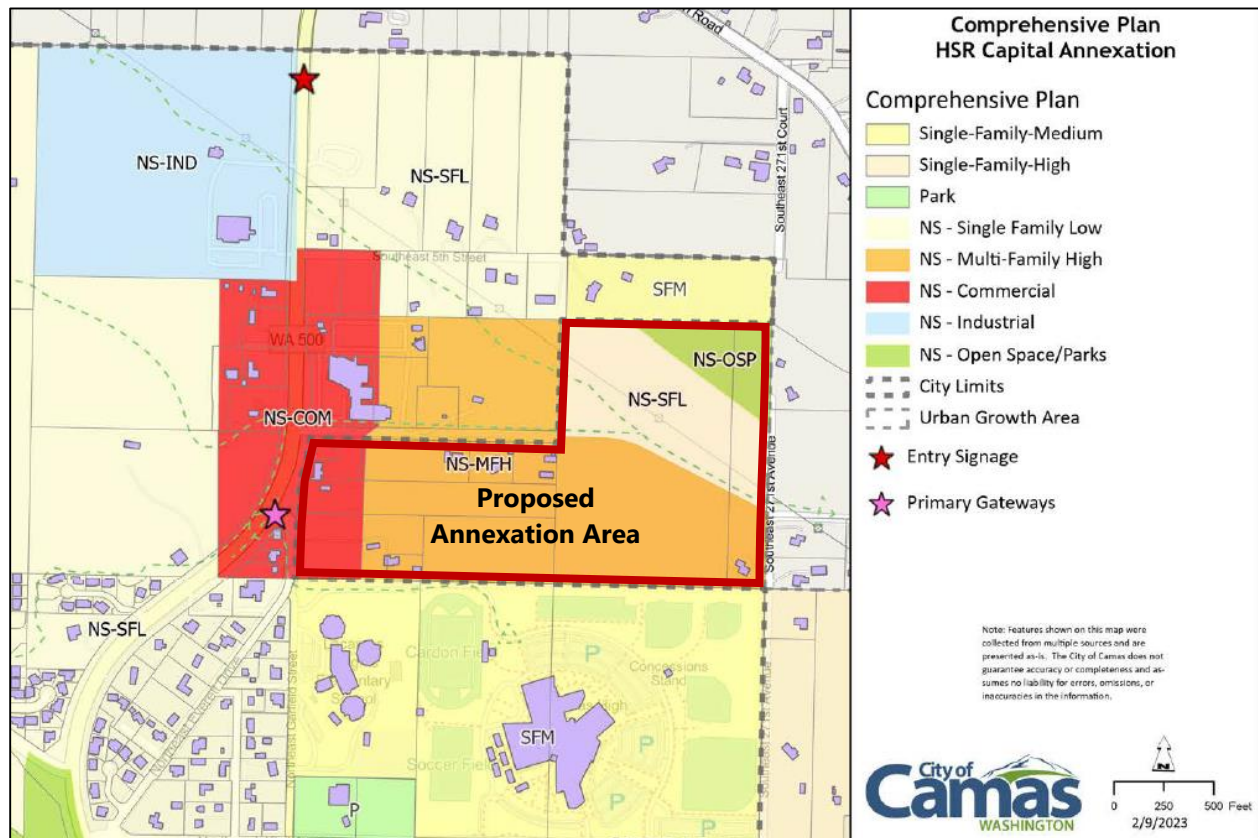


Figure 2: Comprehensive plan land use designations map.

RCW Chapter 35A.14 sets out the methods of annexation for code cities, including the City of Camas. Of the eleven annexation methods available, the 60% petition method or direct petition method provided for in RCW 35A.14.120 is most commonly used. This method requires a petition of property owners representing at least 60% of the assessed property value of the area proposed for annexation.

The direct petition method is initiated by submittal to a city of a notice of intent to commence annexation proceedings. The initiating party or parties submitting this notice of intent must represent at least 10% of the assessed value of the area proposed for annexation. HSR Capital, LLC, has signed the petition as the initiating party. Their 26.52-acre property has an assessed value of \$4,886,730, representing 46.80% of the total assessed value of the proposed area for annexation. The notice is valid and satisfies the requirements of RCW 35A.14.120.

Following receipt of a valid notice of intent, RCW 35A.14.120 requires that the City Council set a date (not later than 60 days after the filing of the notice) for a meeting with the initiating parties. The purpose of this meeting is for the City Council to determine:

1. Whether the City will accept, reject, or geographically modify the proposed annexation;
2. Whether it shall require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed for the area to be annexed as provided for in RCW 35A.14.330 and 35A.14.340; and
3. Whether it shall require the assumption of all or of any portion of existing city indebtedness by the area to be annexed.

This meeting is scheduled for the March 6 City Council Regular Meeting. If the Council determines at that meeting to accept the proposed annexation (with or without modifications) the next step in the process is for the initiating party to collect signatures from property owners representing at least 60% of the assessed value of the area to be annexed. If a valid petition is submitted, then the City Council may hold a public hearing to consider the request.

Approval by the City Council is a condition precedent to circulation of the petition. There is no appeal from the City Council decision.

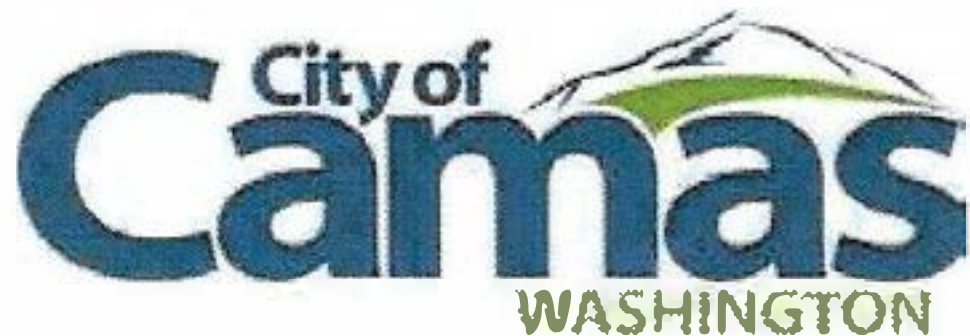
BENEFITS TO THE COMMUNITY: The proposed annexation would help implement the Camas 2035 Comprehensive Plan and North Shore Subarea Plan by bringing lands within the City's Urban Growth Area into Camas City Limits. The City would benefit from additional commercial, residential, and open space lands.

BUDGET IMPACT: The City will be responsible to provide services to the annexed area, however; additional property tax revenues would be anticipated if the properties are further developed. There are no capital facilities projects planned in the project boundaries, so public improvements in the annexed area would need to be built by the developer at their own cost.

RECOMMENDATION: The purpose of this workshop is to provide background on this request and the annexation process ahead of the March 6 City Council Regular Meeting.

ATTACHMENTS:

Application



Community Development Department | Planning
616 NE Fourth Avenue | Camas, WA 98607
(360) 817-1568
communitydevelopment@cityofcamas.us

General Application Form

Case Number:

Applicant Information

Applicant/Contact:: HSR Capital, LLC (Andy Swanson) Phone: (503) 936-8514

Address: 500 E Broadway, Suite 120 andy@hsr-capital.com

Street Address E-mail Address
Vancouver WA 98661
City State ZIP Code

Property Information

Property Address: 178105-000, 178108-000, 178120-000, 178140-000, 178159-000, 178169-000, 178178-000, 178212-000, 178216-000, 178219-000, and 178241-000

Street Address County Assessor # / Parcel #
Camas WA 98607
City State ZIP Code

Zoning District Single-family Residential (RHO) Site Size 58.39 acres
(Clark Co.)

Description of Project

Brief description:
This application is the 10% intent to annex to annex 11 parcels into the City. HSR Capital owns Parcel 178140-000, which represents more than 10% of the total land value of the annexation area.

Are you requesting a consolidated review per CMC 18.55.020(B)? ☐ YES ☒ NO

Permits Requested: ☐ Type I ☐ Type II ☐ Type III ☒ Type IV, BOA, Other

Property Owner or Contract Purchaser

Owner's Name: HSR Capital, LLC (Andy Swanson) Phone: (503) 936-8514

Last First
500 E Broadway Suite 120
Street Address Apartment/Unit #
Vancouver WA 98661
City State Zip

E mail Address: andy@hsr-capital.com

Signature

I authorize the applicant to make this application. Further, I grant permission for city staff to conduct site inspections of the property.

Signature: [Signature] Date: 1/6/23

Note: If multiple property owners are party to the application, an additional application form must be signed by each owner. If it is impractical to obtain a property owner signature, then a letter of authorization from the owner is required.

Date Submitted: _____ Pre-Application Date: _____

Staff: _____ Related Cases # _____

☐ Electronic Copy Submitted

Receipt # 728411
on: 01-06-23
by: Kefounos
Amt: \$944.00
Validation of Fees


**10% NOTICE OF INTENT
ANNEXATION TO THE CITY OF CAMAS**

We the undersigned hereby give notice of intent to the City of Camas to have our property located as described below annexed to the City of Camas. We certify that we are the legal owners of property representing at least ten percent (10%) or more of the total value of all property within the area we are asking to be annexed.

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

The legal description is as follows:
See attached legal description.

The undersigned hereby certifies that all information submitted with this application is complete and true under penalty of perjury under the laws of the State of Washington. The undersigned also understands that any errors and omissions may lengthen the time to process this request.

Parcel #	Sign & Print Name	Address	Date Signed
178140-000	Bruce Andrew Swenson 	500 Broadway Street, Suite 120 Vancouver, WA 98660	1/6/23

RCW 35A.01.040 states: (a) The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse; (b) In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse; (c) In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse; (d) Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority; (e) When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property.



BEND, OR
2777 NW Lolo Drive, Suite 150
Bend, OR 97703
(541) 317-8429
www.aks-eng.com

KEIZER, OR
3700 River Road N, Suite 1
Keizer, OR 97303
(503) 400-6028

TUALATIN, OR
12965 SW Herman Road, Suite 100
Tualatin, OR 97062
(503) 563-6151

VANCOUVER, WA
9600 NE 126th Avenue, Suite 2520
Vancouver, WA 98682
(360) 882-0419

Date: 1/5/2023
To: City of Camas Community Development Department
From: Michael Andreotti, RLA
Project Name: Webberly Annexation
AKS Job No.: 8397
Project Site: East of SR-500 and north of Camas High School
Subject: Annexation - 10% Notice of Intent

This memo is written to discuss the proposed intent to annex 11 properties into the City of Camas (City).

The Applicant is proposing annex 11 properties just north of Camas High School into the City. The properties are identified as Clark County Parcel Numbers 178105-000, 178108-000, 178120-000, 178140-000, 178159-000, 178169-000, 178178-000, 178212-000, 178216-000, 178219-000, and 178241-000. The total area proposed for annexation is ±53.39 acres and all parcels are located within the Camas Urban Growth Area (UGA) and within the recently approved North Shore Subarea boundary.

This 10 percent intent to annex is submitted by HSR Capital, LLC, who is the owner of Parcel 178140-000. This parcel is valued at \$4,886,730, which represents 46.80 percent of the total value of all parcels in the proposed annexation area. The proposed annexation is a logical step for the parcels given that are parcels to the north, south, and west are within City Limits, the parcels to the east are outside of the UGA, and the parcels are within the North Shore Subarea.

Public services, including water and sewer, are available in SR-500 on the west boundary of the annexation area. Emergency services, garbage service, and transportation infrastructure are also constructed along the area's west boundary. Extension of these public services into the annexation area are not part of a City capital project and would occur with future development of parcels within the annexation area.

A list of the properties with pertinent information is included below:

Parcel Number	Parcel Owner	Parcel Size (per GIS data)	Parcel Value	Percent of Total Value
178105-000	Envision Group, LLC 19408 NE 22 nd Circle Vancouver, WA 98684	5.03 Acres	\$515,751	4.94%
178108-000	Rekdahl Donald A & Rekdahl Shirley M Trustees 921 SE Gardner Road Camas, WA 98607	5.09 Acres	\$472,342	4.52%
178120-000	Cathy D Waller 817 SE Everett Road Camas, WA 98607	0.96 Acres	\$633,643	6.07%

178140-000	HSR Capital, LLC 500 Broadway Street, Ste 120 Vancouver, WA 98660	26.52 Acres	\$4,886,730	46.80%
178159-000	Rekdahl Donald A & Rekdahl Shirley M Trustees 921 SE Gardner Road Camas, WA 98607	4.36 Acres	\$478,189	4.58%
178169-000	Rekdahl Donald A & Rekdahl Shirley M Trustees 921 SE Gardner Road Camas, WA 98607	0.56 Acres	\$528,973	5.07%
178178-000	Burton F Place & Karen L Place 26503 SE 8 th Street Camas, WA 98607	2.60 Acres	\$431,795	4.14%
178212-000	Janice A Ormond 26209 SE 6 th Street Camas, WA 98607	0.36 Acres	\$406,599	3.89%
178216-000	Con McClure & Debra McClure 21320 NE Dole Valley Road Yacolt, WA 98675	1.06 Acres	\$353,760	3.39%
178219-000	Carolyn Lee Masuoka & Jason Kurtis Bennett Masuoka 26519 SE 8th Street Camas, WA 98607	1.06 Acres	\$784,215	7.51%
178241-000	Mark Hagensen & Lori Hagensen 1008 SE 271 st Avenue Camas, WA 98607	5.79 Acres	\$949,246	9.09%
Total			\$10,441,243	100%



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**LEGAL DESCRIPTION
FOR
HSR CAPITAL, LLC**

ANNEXATION TO THE CITY OF CAMAS

A tract of land located in the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter all in Section 35, Township 2 North, Range 3 East of the Willamette Meridian in Clark County, Washington described as follows:

COMMENCING at the northeast corner of the Northeast Quarter of said Section 35;

Thence South 01°41'43" West, along the east line of the Northeast Quarter of said Section 35, a distance of 2656.90 feet to the southeast corner thereof;

Thence North 88°42'20" West, along the south line of the Northeast Quarter of said Section 35, a distance of 260.01 feet to a point 260.00 feet west of, when measured perpendicular to, the east line of the Northeast Quarter of said Section 35, said point being the southeast corner of that tract of land described in that Purchaser's Assignment of Contract and Deed to Mark and Lori Hagensen recorded July 13, 1995, under Auditor's File Number 9507130065, records of said county, and the POINT OF BEGINNING;

Thence North 01°41'43" East, along the east line of said Hagensen tract being parallel with the east line of the Northeast Quarter of said Section 35, a distance of 1327.97 feet to the north line of the Southeast Quarter of the Northeast Quarter of said Section 35, said point being the northeast corner of said Hagensen tract;

Thence North 88°48'38" West, along the north line of the Southeast Quarter of the Northeast Quarter of said Section 35, a distance of 1062.89 feet to the northeast corner of the Southwest Quarter of the Northeast quarter of said Section 35;

Thence South 01°31'07" West, along the east line of the Southwest Quarter of the Northeast Quarter of said Section 35, a distance of 611.05 feet to the south line of that tract of land described in that Quit Claim Deed to Clark County, Washington recorded June 5, 1957, under Auditor's File Number G219359, records of said county;



Thence North 88°54'54" West, along the south line of said Clark County tract, 1244.54 feet to the east right-of-way line of State Route 500 (SR500), said point being 75.00 east of, when measured radial to, the centerline of SR500, and said point also being on a non-tangent 1030.00-foot radius curve to the right, the center of which bears North 83°05'49" West;

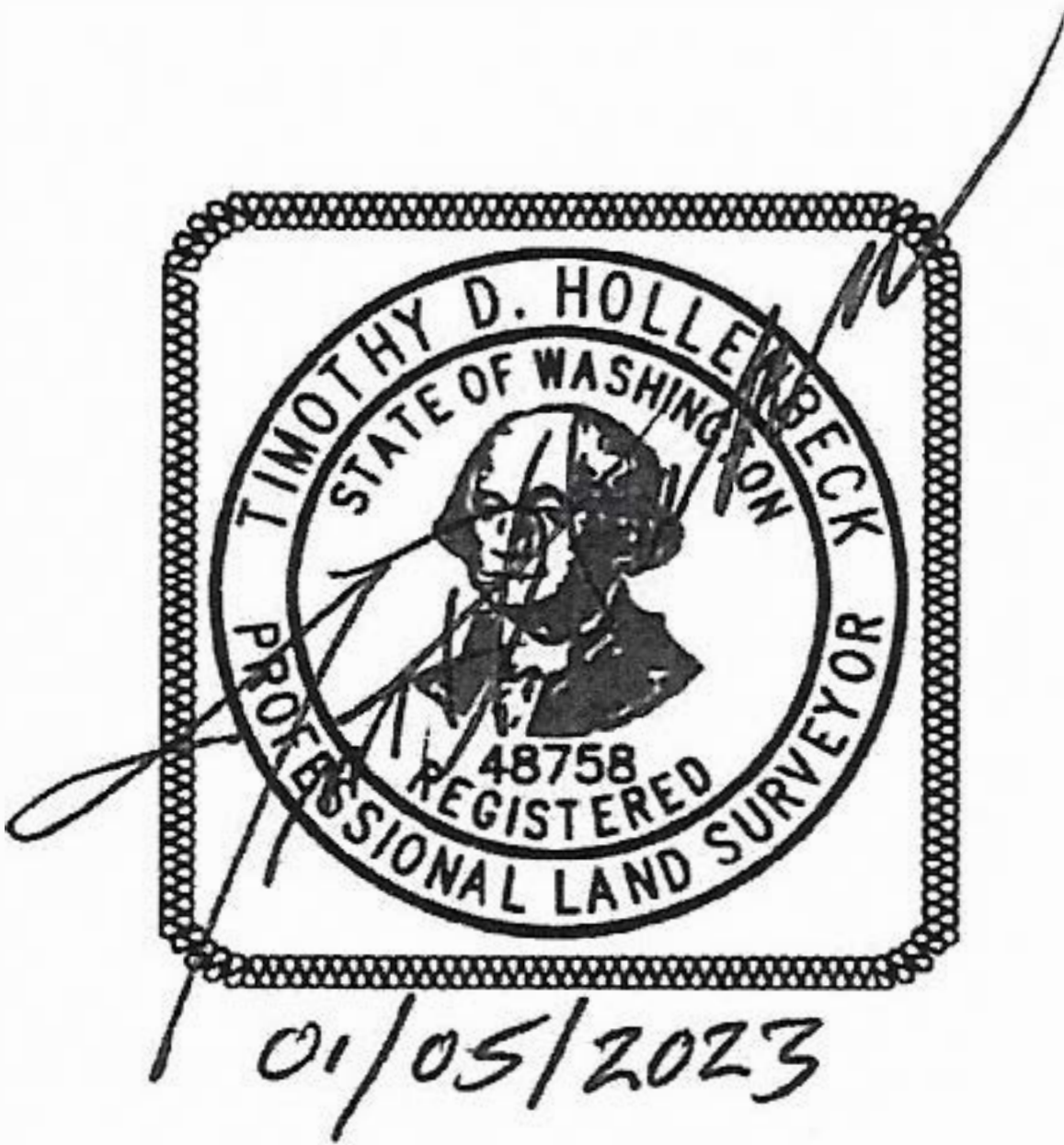
Thence along said non-tangent 1030.00-foot radius curve to the right and said right-of-way line, through a central angle of 14°18'37", the chord of which bears South 14°03'30" West, 256.59 feet, and arc distance of 257.26 feet to a point 20.00 feet east of, when measured perpendicular to, the west line of the Northeast Quarter of said Section 35, said point being on the east right-of-way line of Northeast Everett Drive;

Thence South 01°20'29" West, along the east right-of-way line of Northeast Everett Drive being parallel with the west line of the Northeast Quarter of said Section 35, a distance of 419.20 feet to a point of curvature with a 306.48-foot radius curve to the right;

Thence along said 306.48-foot radius curve to the right, leaving said parallel line and continuing along the east right-of-way line of Northeast Everett Drive, said right-of-way line being 20.00 feet east of, when measured radial to the centerline of said Drive, through a central angle of 07°40'40", the chord of which bears South 05°10'49" West, 41.04 feet, an arc distance of 41.07 feet to the south line of the Northeast Quarter of said Section 35;

Thence South 88°42'20" East, along the south line of the Northeast Quarter of said Section 35, a distance of 2360.34 feet to the POINT OF BEGINNING.

Contains 53.39 acres, more or less.





Staff Report

February 21, 2023 Council Workshop

City of Camas 2022 Financial Performance Presentation

Presenter: Cathy Huber Nickerson, Finance Director

Time Estimate: 15 minutes

Phone	Email
360.817.1537	chuber@cityofcamas.us

BACKGROUND: This presentation is to review the financial performance of the City from the perspective of budget to actual, investment performance and status of short- and long-term debt. The presentation also will provide an economic overview both nationally and regionally to provide context as well as provide the outlook for the next quarter.

SUMMARY: The City of Camas' fourth quarter performance overall was lower than anticipated. The revenue collections were lower due to slower housing construction growth with higher mortgage rates. Retail sales from e-commerce has continued with a boost to sales tax receipts. The low revenue collection in building related revenues coupled with in low charges for services, fines and forfeitures and rental activity were partially offset with sales tax collections. Maintained revenue with spending constraints have enabled the City to maintain or increase fund balances. Overall, the City's cash and cash equivalents assets increased by \$1.1 million primarily due to seasonal property taxes and grant revenue.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? The intent of the presentation is to provide City Council a status report on the City's financial performance and an outlook to 2023-2024.

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? This agenda item provides context for decision making for City Council and discloses the state of the City's finances to the residents of Camas.

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. N/A

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

How does this item support a comprehensive plan goal, policy, or other adopted resolution?
This item provides open and transparent financial reporting which is a goal of the City's strategic plan and meets best financial practices.

BUDGET IMPACT: This agenda item provides financial context for City Council considerations.

RECOMMENDATION: Information only.

City of Camas 2022 Financial Review

Agenda

GENERAL ECONOMY DURING 2022

HIGHLIGHTS

REVENUE

EXPENDITURES

INVESTMENTS

DEBT

FUND BALANCE PROJECTION

OUTLOOK

2022 Economic Summary

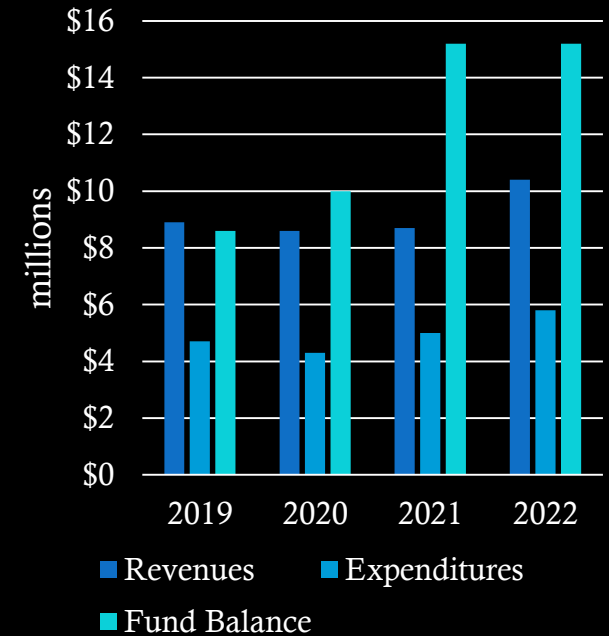
2022 Comparison to 2021

Avg. Mortgage Rate	HIGHER	6.48% v. 3.37%
Unemployment	LOWER	3.5% v. 3.9%
Retail Sales(% change yr.)	LOWER	5.2% v. 14%
CPI (national)	LOWER	6.4% v. 7.1%
Avg. Gas Prices	STABLE	\$3.35 v. \$3.41

- ◆ Housing prices declined
- ◆ Inflation remained high adding to wage pressures in a tight labor market
- ◆ Retail and service sectors continued to improve especially with travel
- ◆ Locally, revenues slowed especially with residential housing

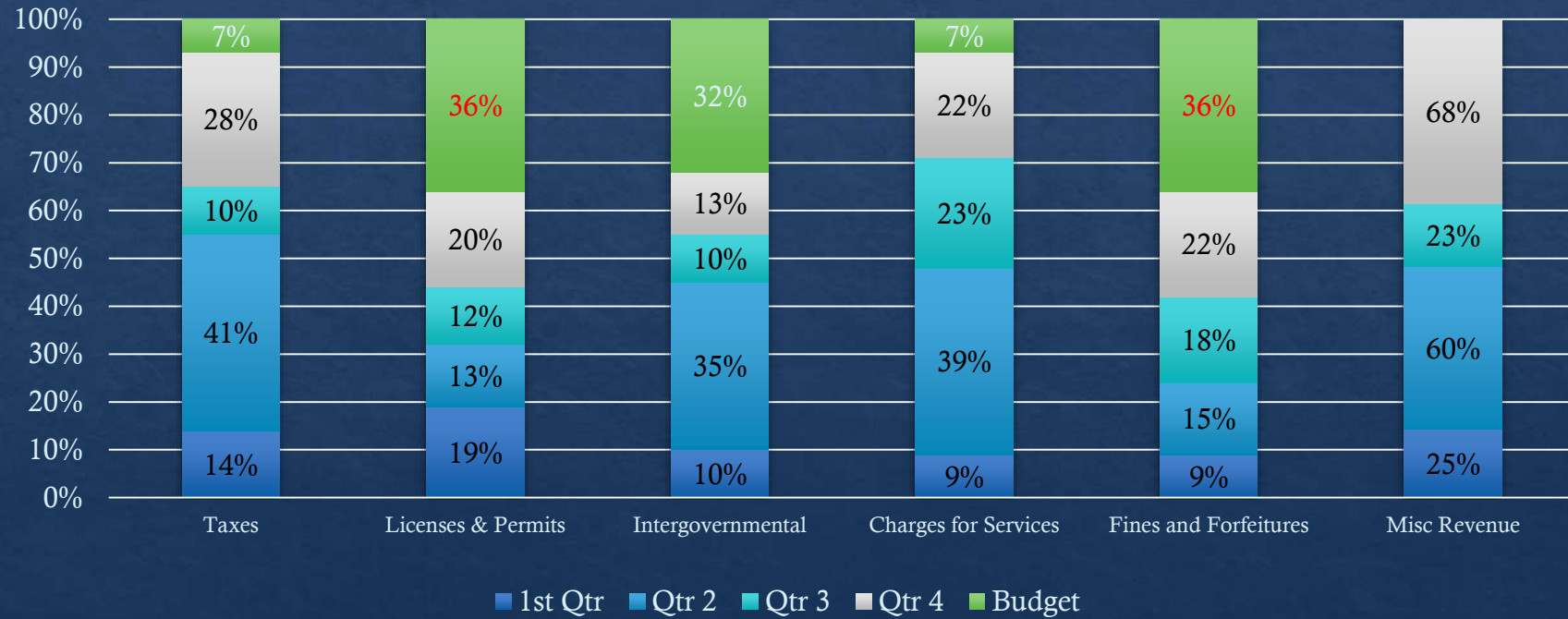
General Fund Highlights

	2019 Fourth Quarter	2020 Fourth Quarter	2021 Fourth Quarter	2022 Fourth Quarter
Net revenues (less transfers)	\$8,877,820	\$8,633,261	\$8,709,727	\$10,457,767
Net expenditures (less transfers)	\$4,720,781	\$4,280,781	\$4,981,290	\$5,848,769
Net Cash Flow	\$4,157,039	\$4,352,351	\$3,728,437	\$4,608,998
% of Budget Spent	91%	92%	97%	84%
General Fund Balance	\$8,655,192	\$10,037,261	\$15,154,288	\$13,737,153
Overall Cash and Investments for All Funds	\$72,420,627 Includes Bond Proceeds	\$81,981,877 Includes Bond Proceeds	\$101,163,781 Includes Bond Proceeds	\$103,702,796 Includes Bond Proceeds

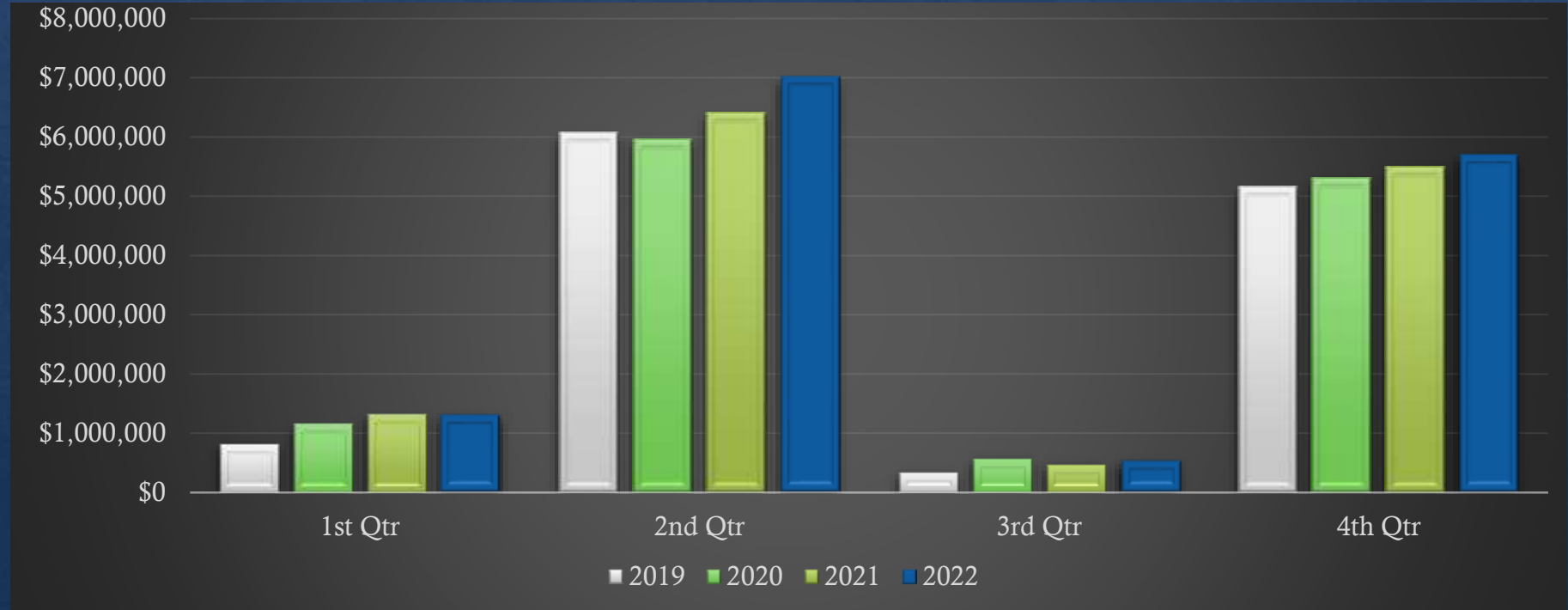


This table illustrates the cash flow of the General Fund.

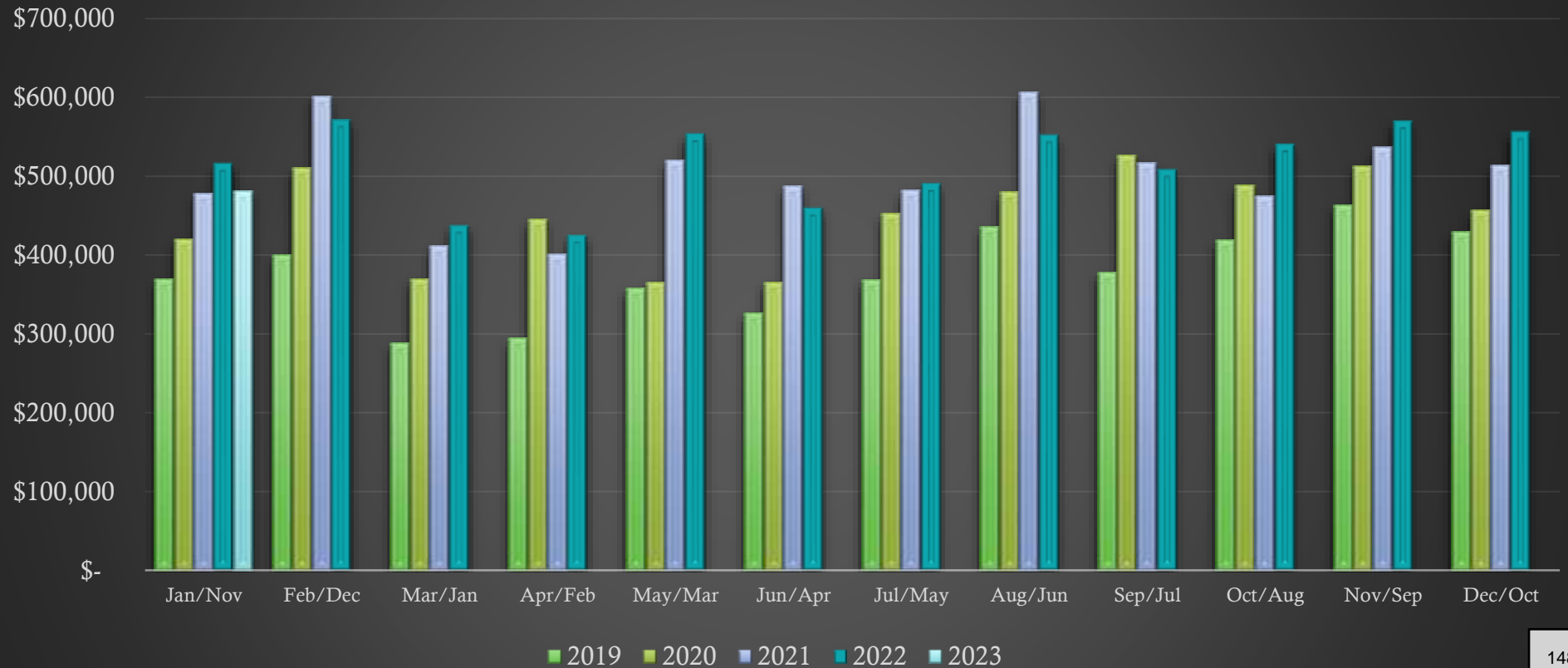
General Fund Revenues



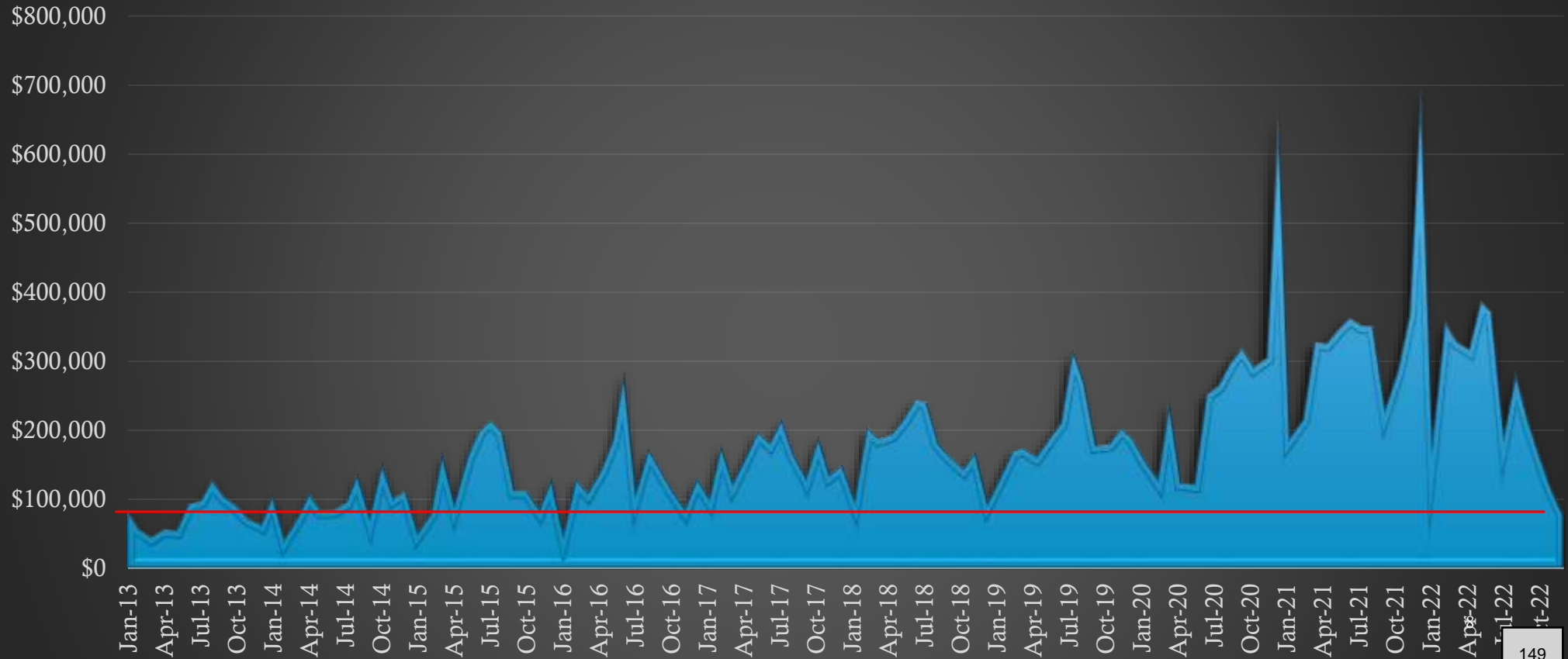
Property Tax Collections



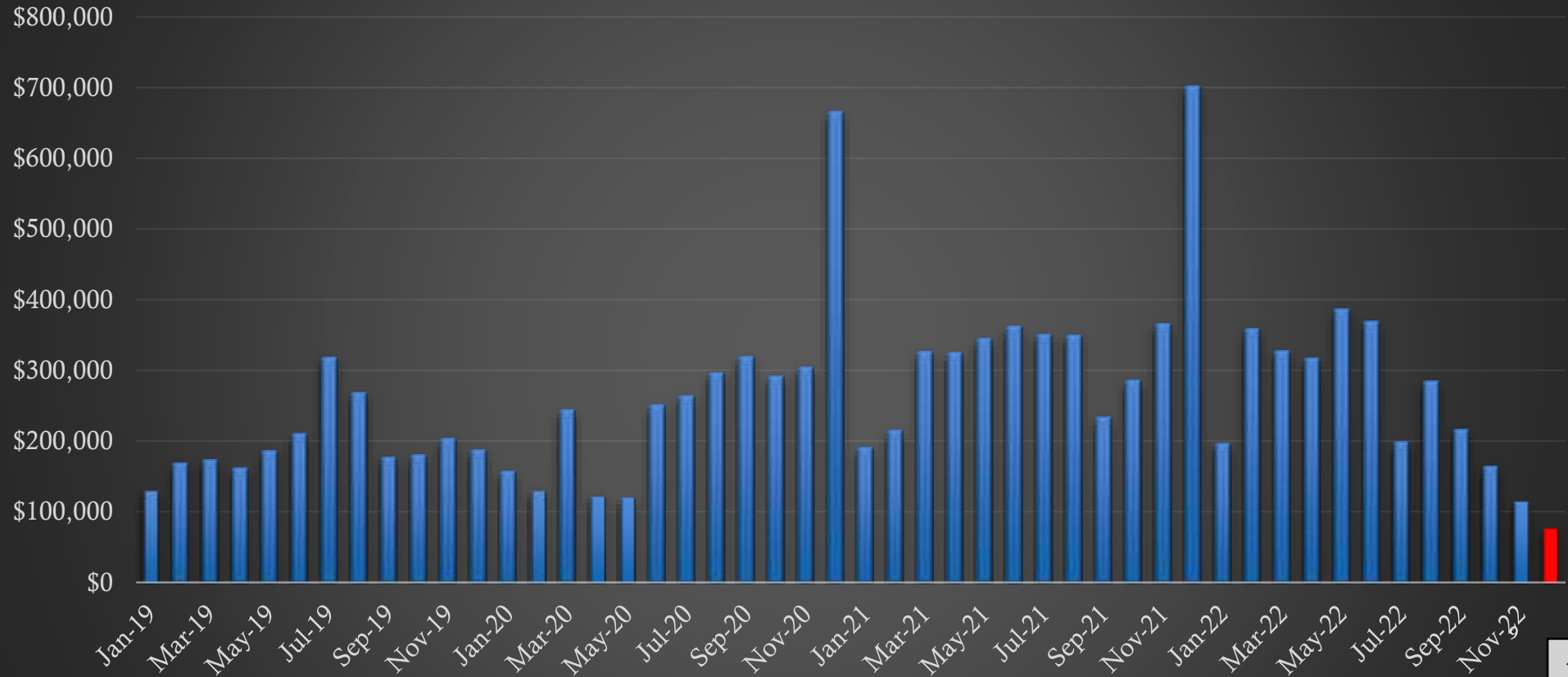
Sales and Use Tax



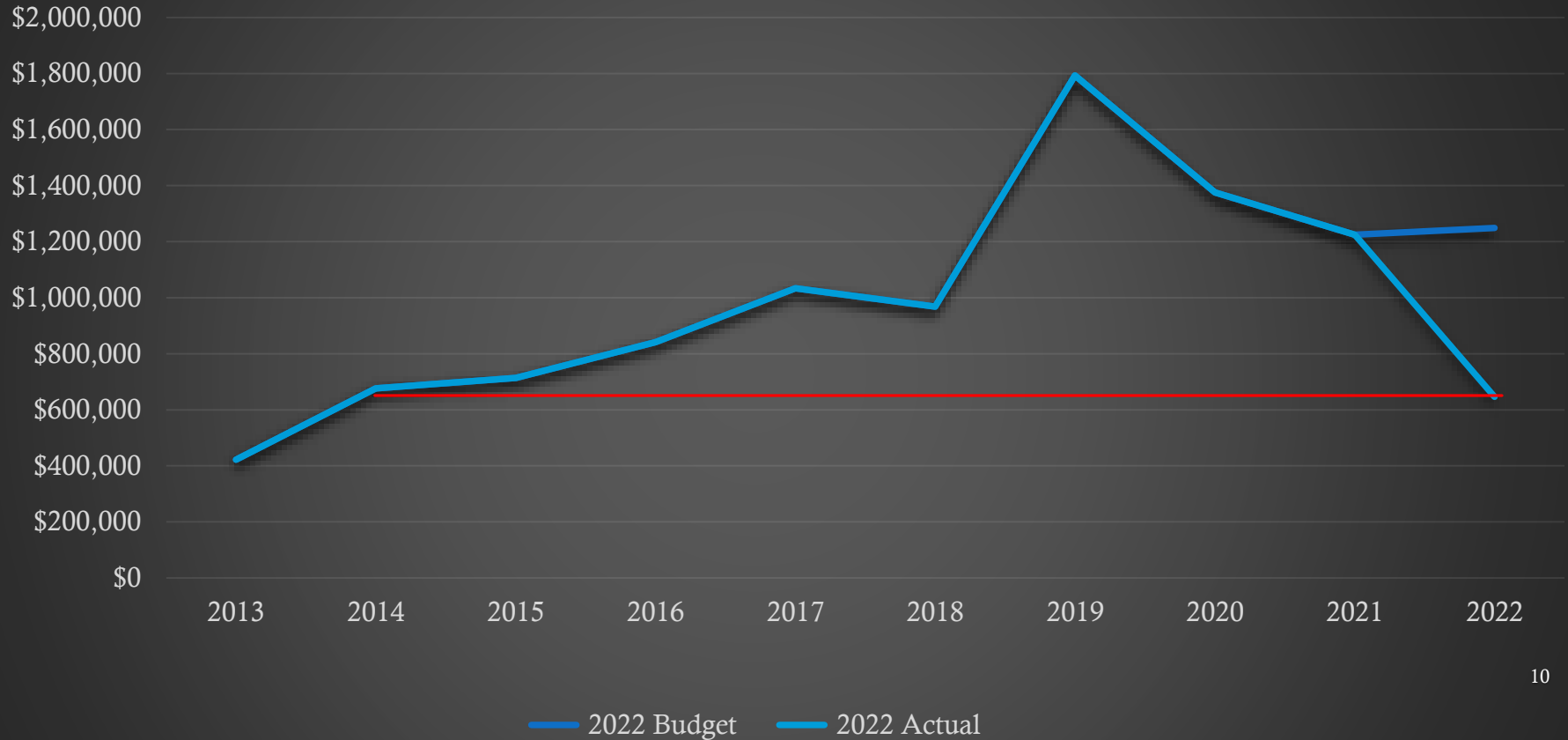
Real Estate Excise Tax



Real Estate Excise Tax



Building Permits

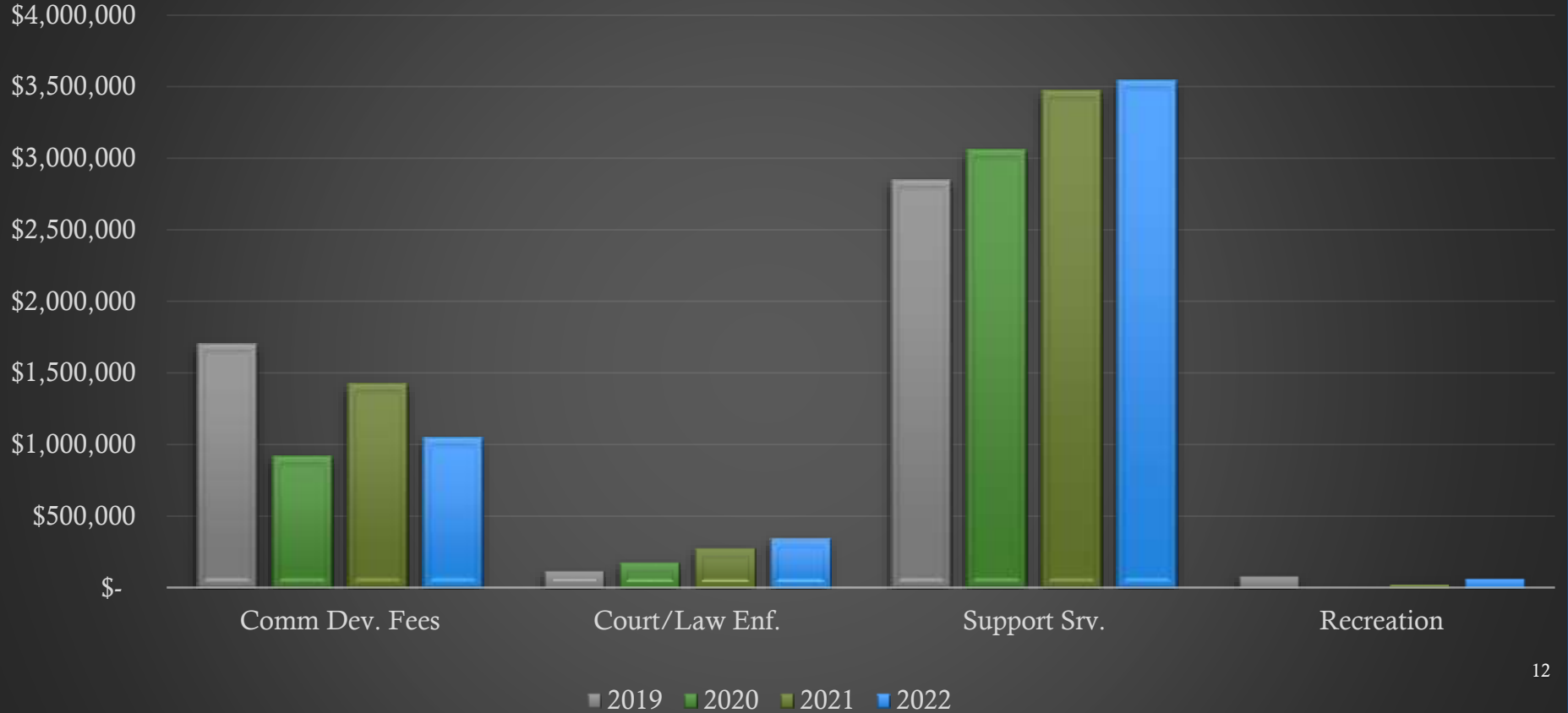


Intergovernmental



11

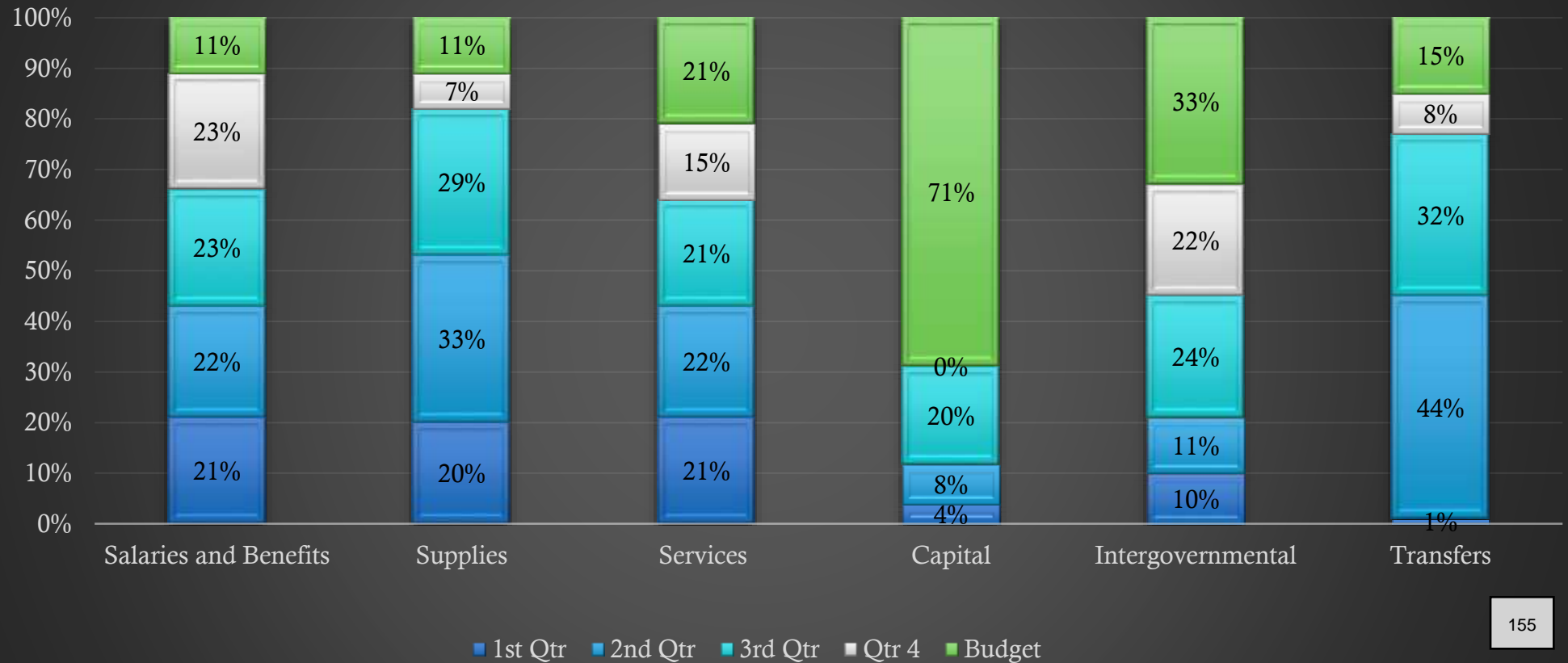
Charges for Services



Fines and Forfeitures



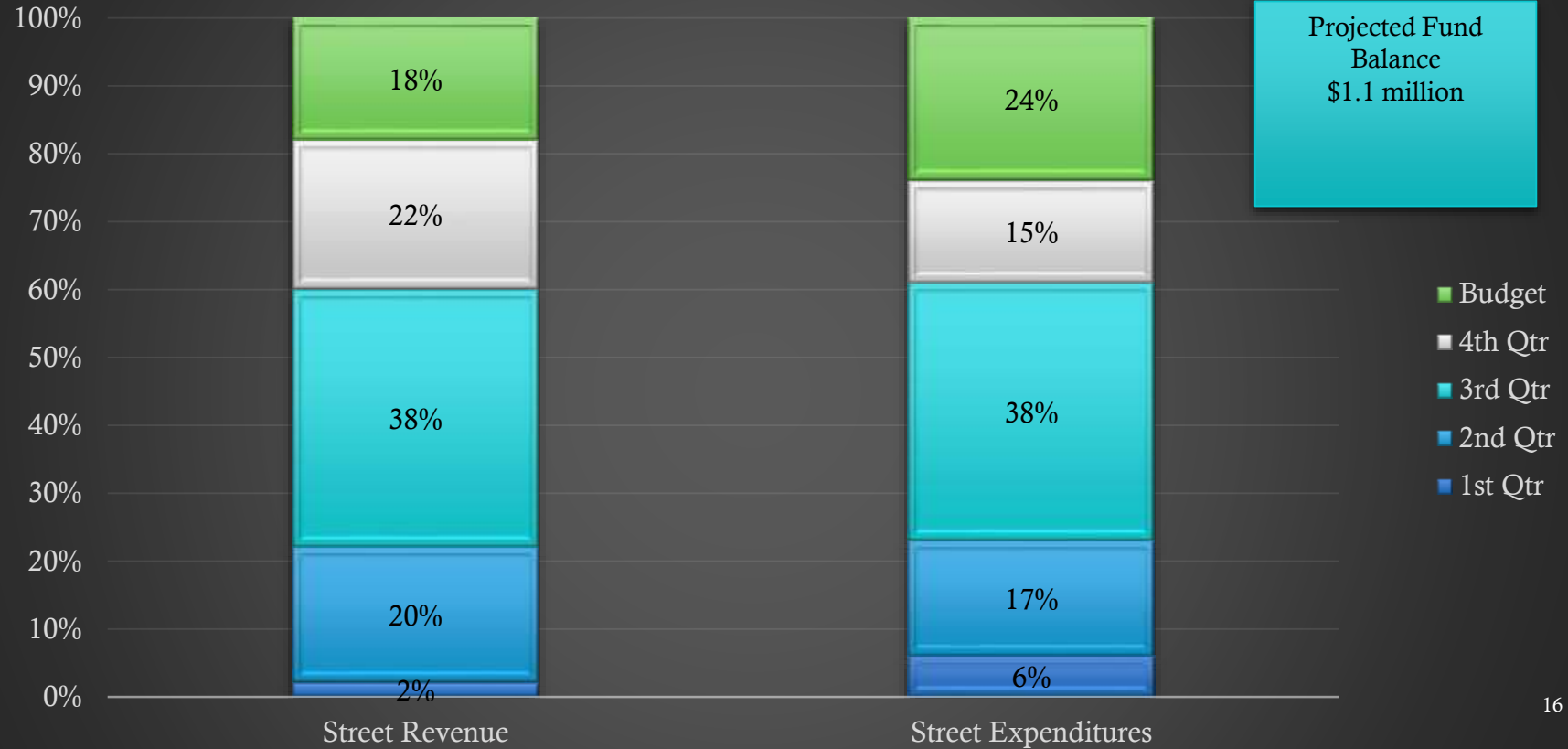
General Fund Expenditures



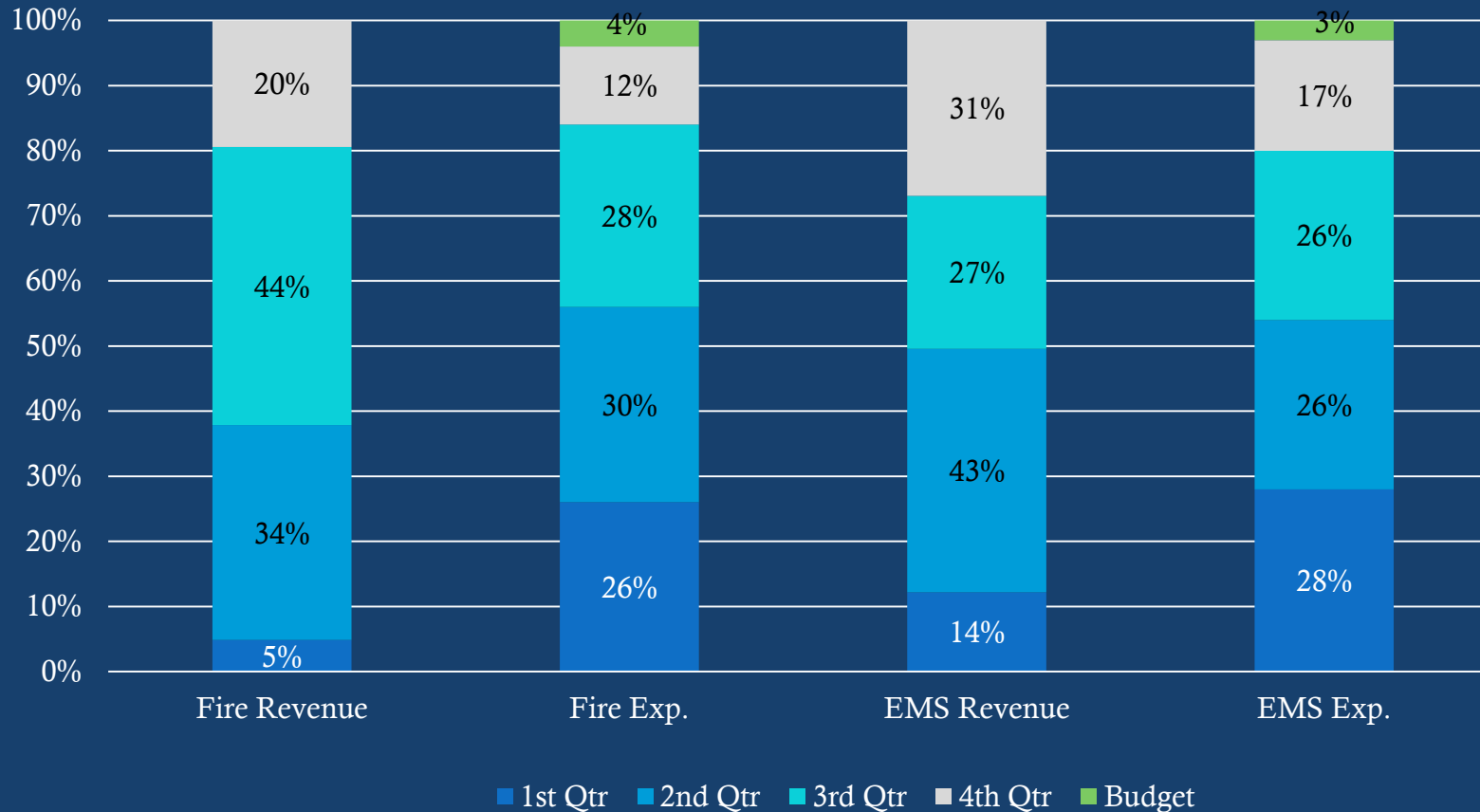
General Fund Balance



Streets

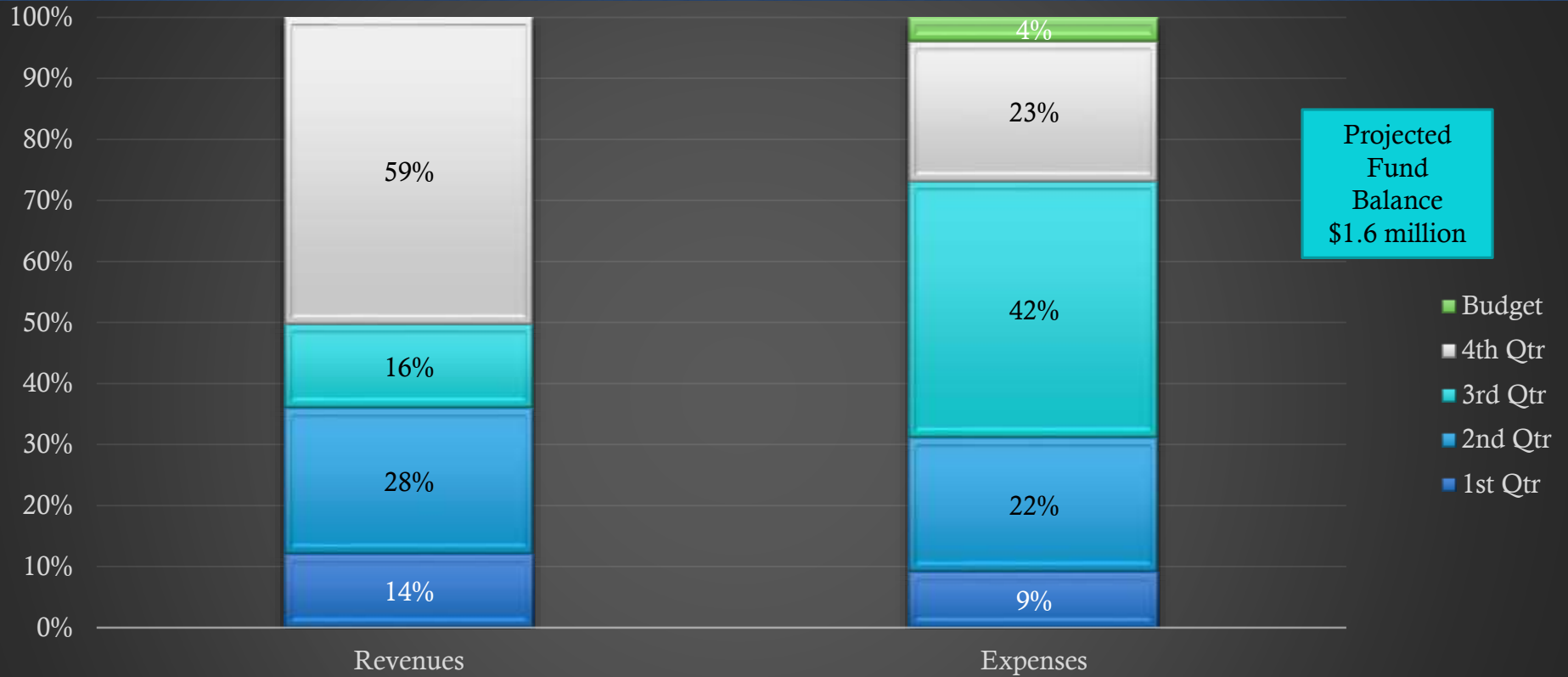


Camas/Washougal Fire and EMS

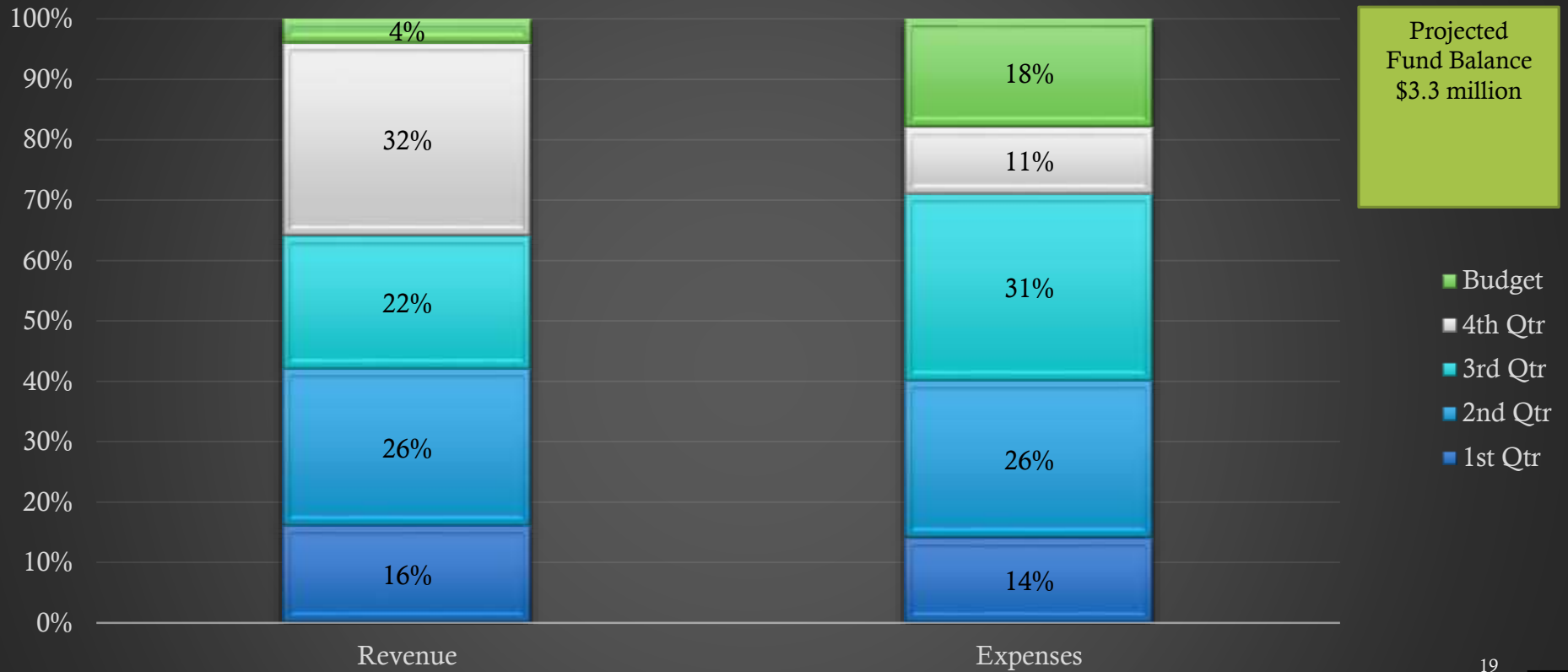


Projected
Fund Balance
\$1.1 million

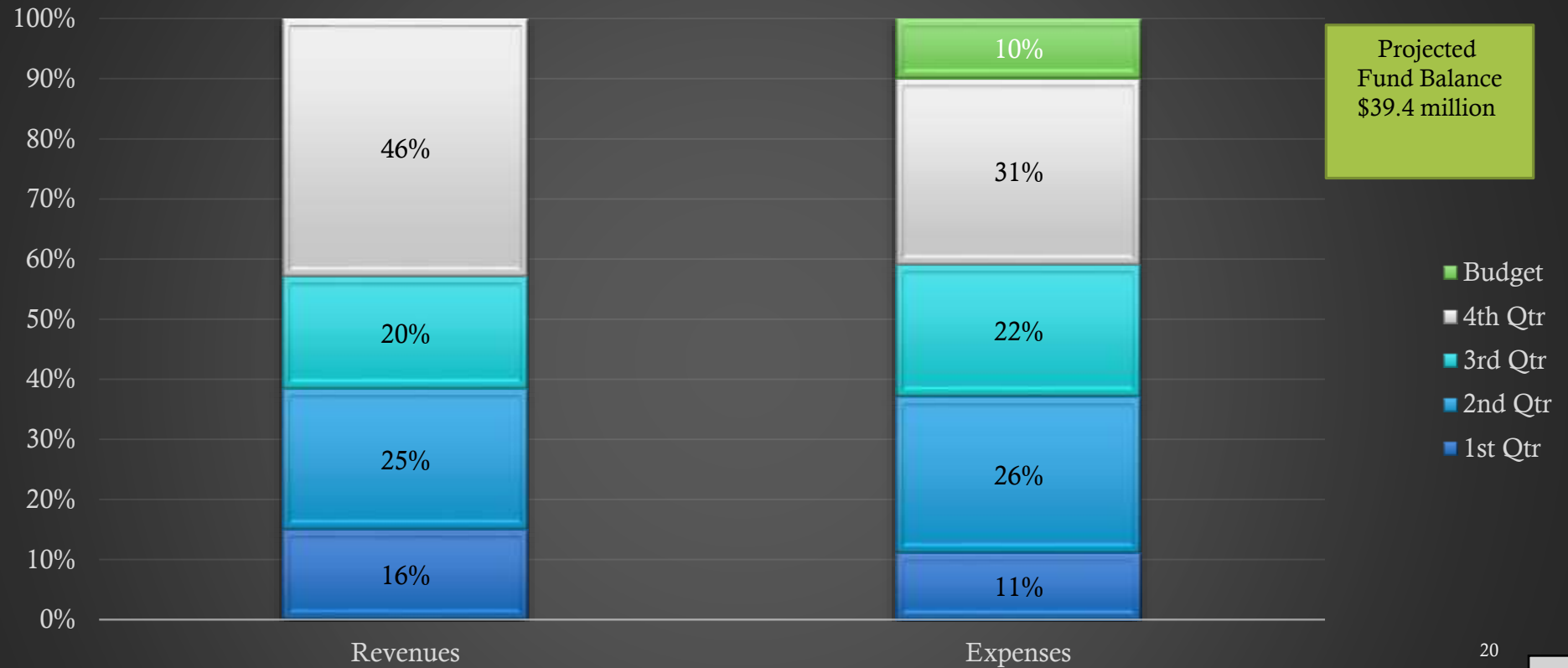
Storm Water



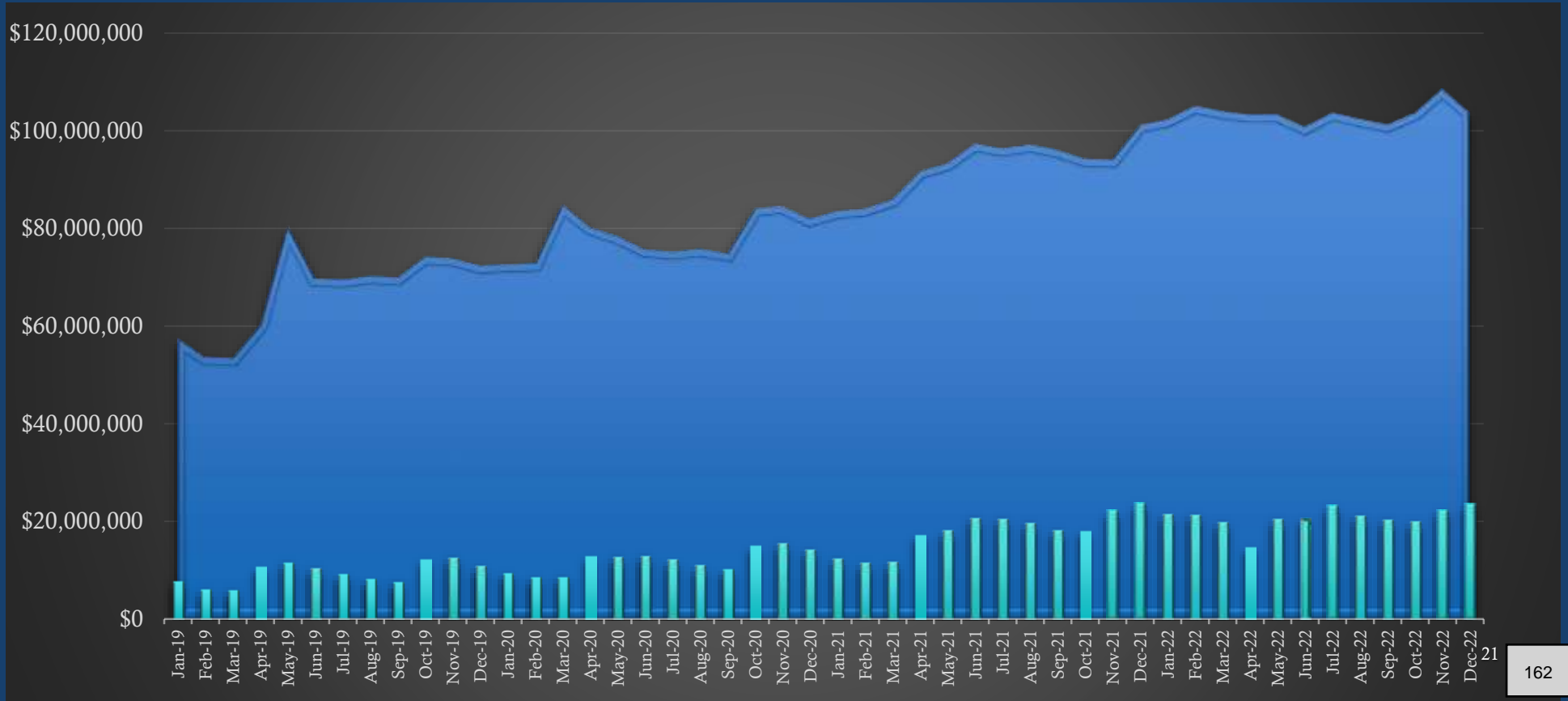
Solid Waste



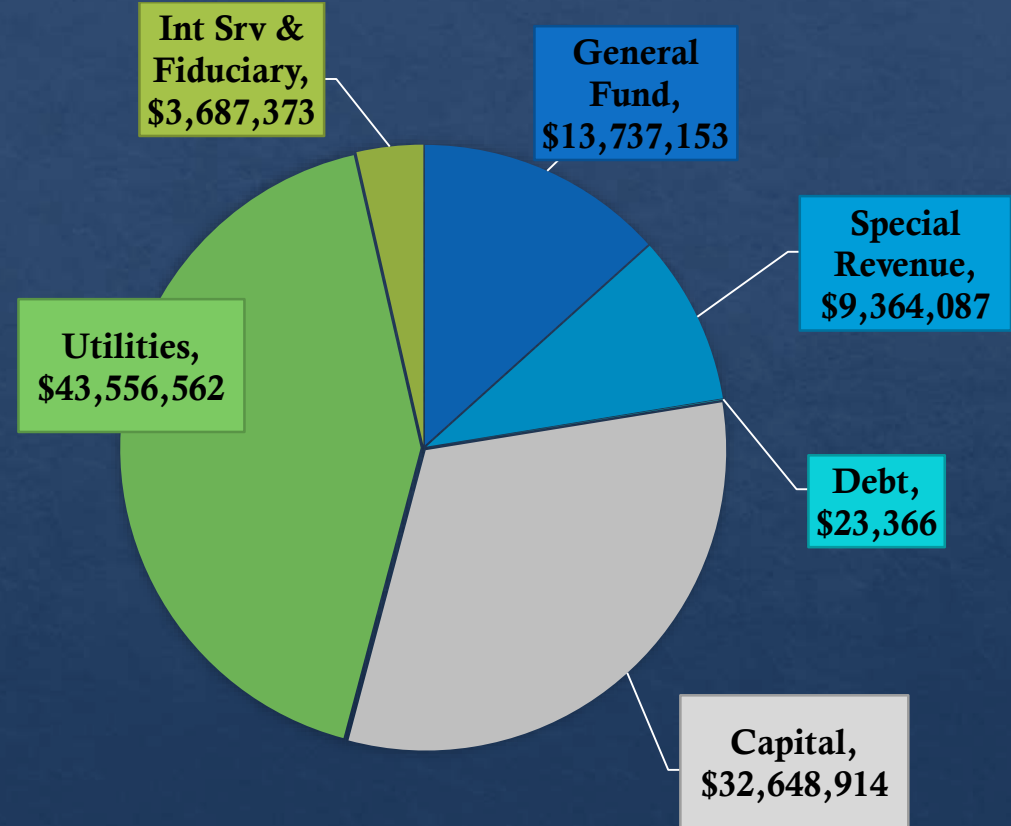
Water/Sewer



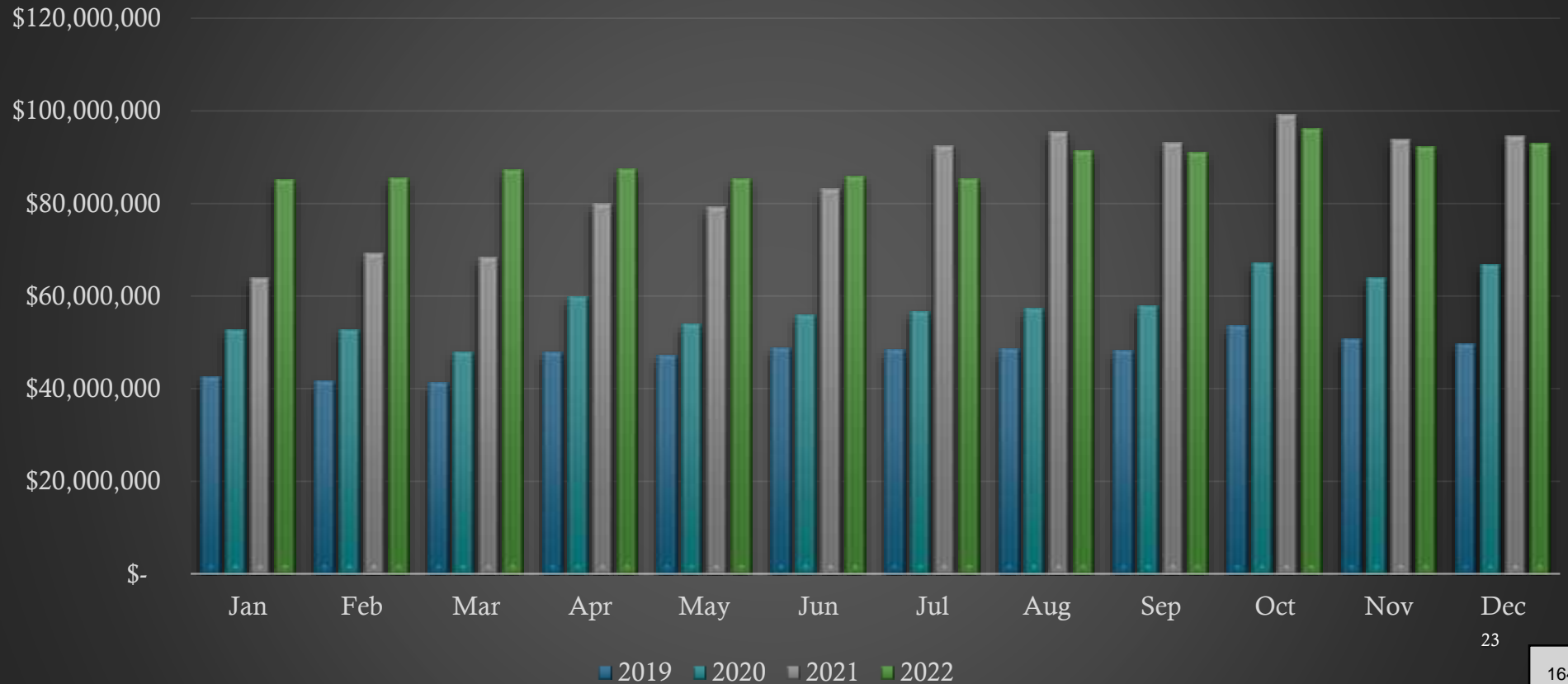
Cash and Cash Equivalent Assets



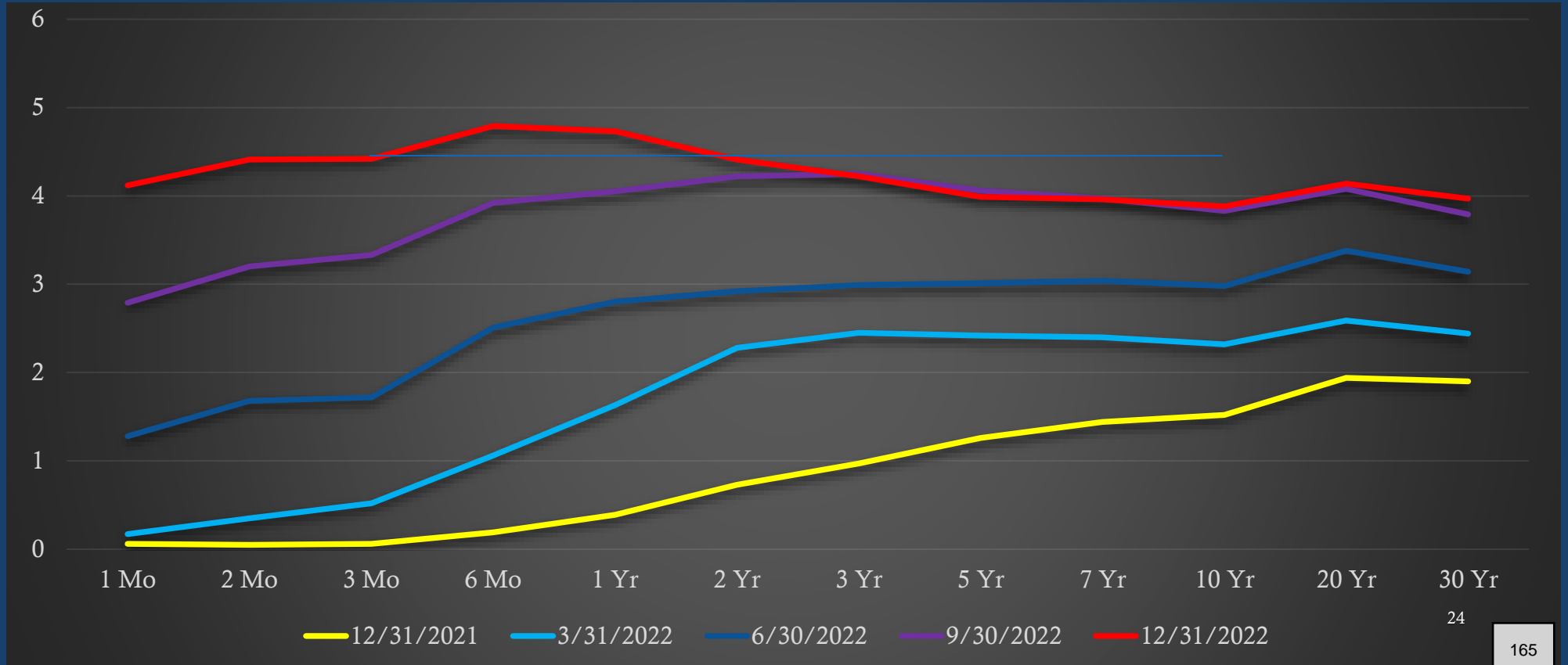
Fund Composition of Investment Portfolio



Investment Portfolio Balance



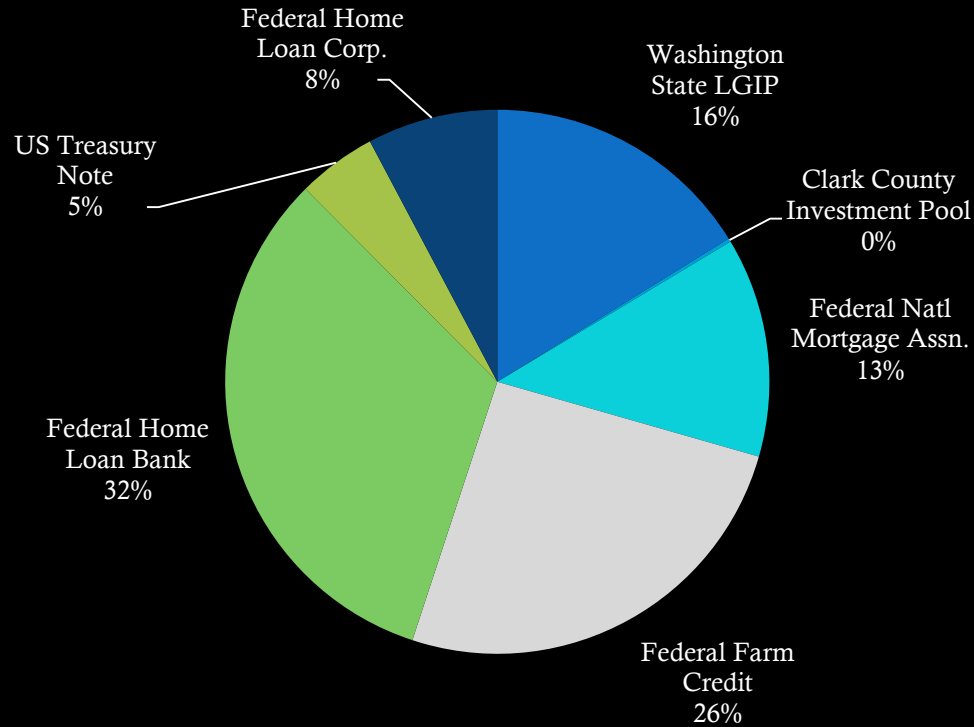
Yield Curve - Interest Rates



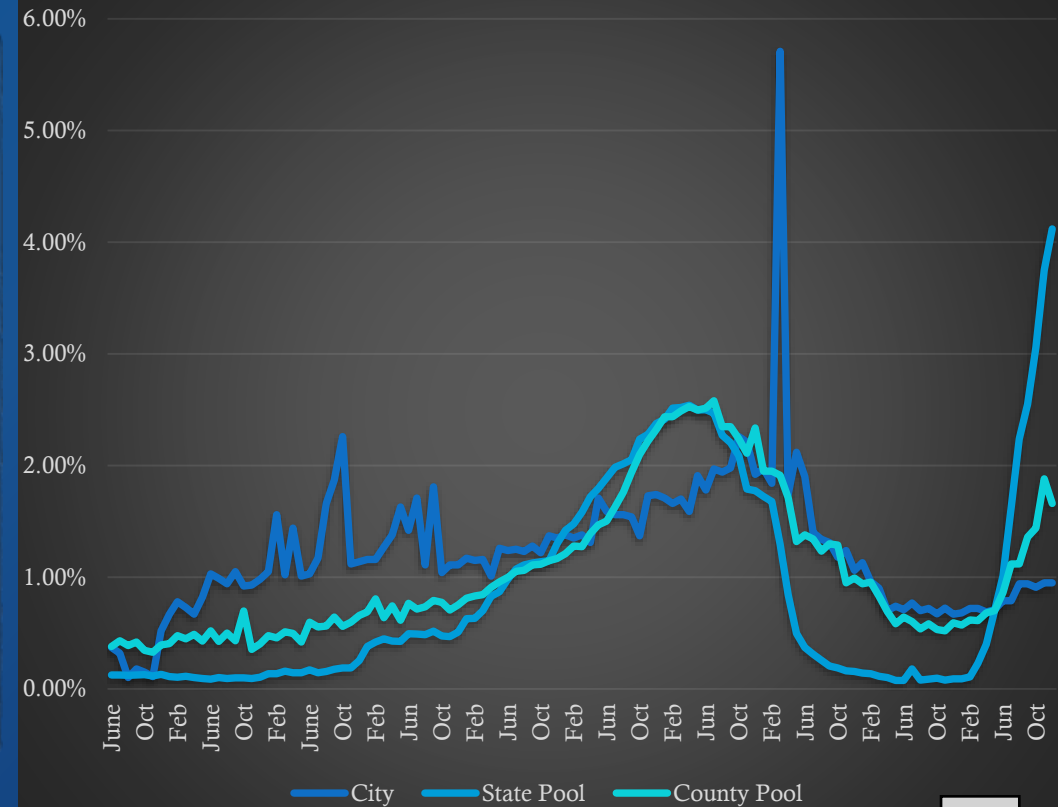
Investment Portfolio

Item 6.

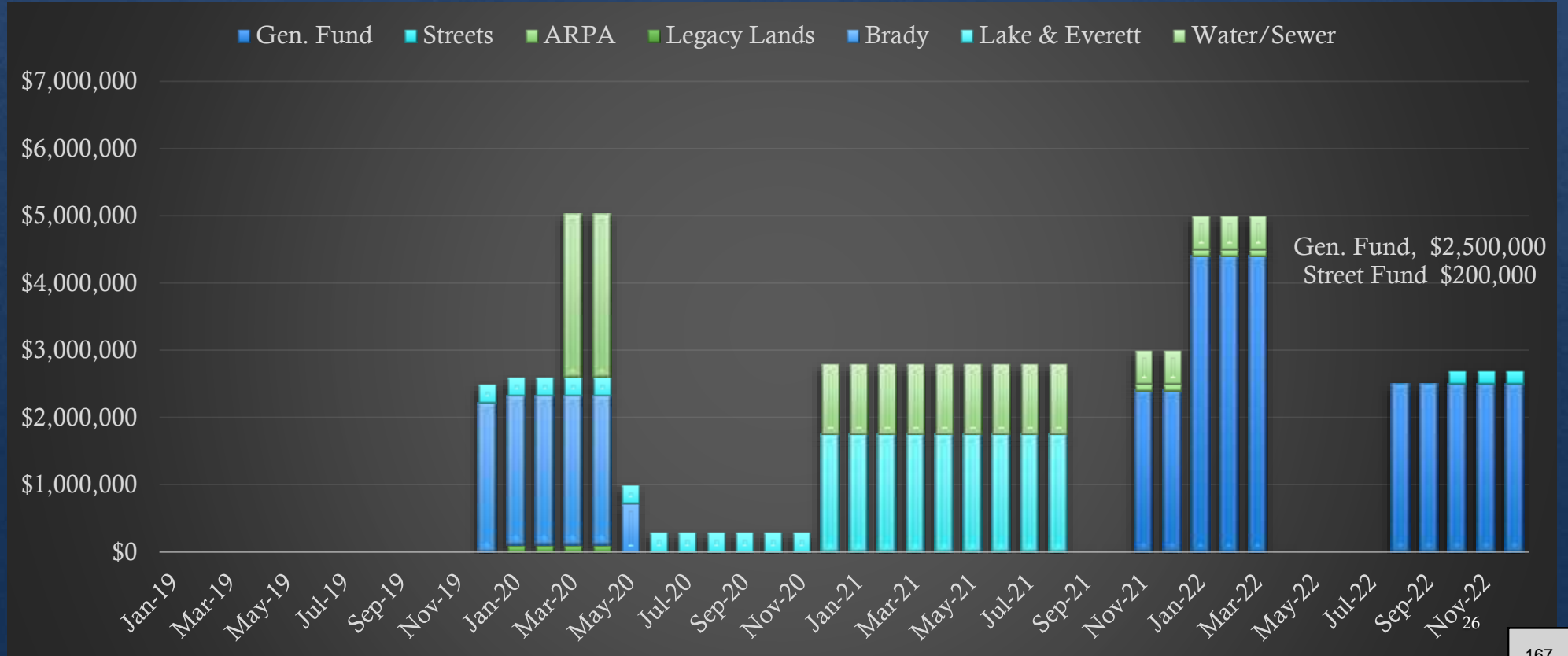
Portfolio Structure



Portfolio Performance 2013-2022



Line of Credit

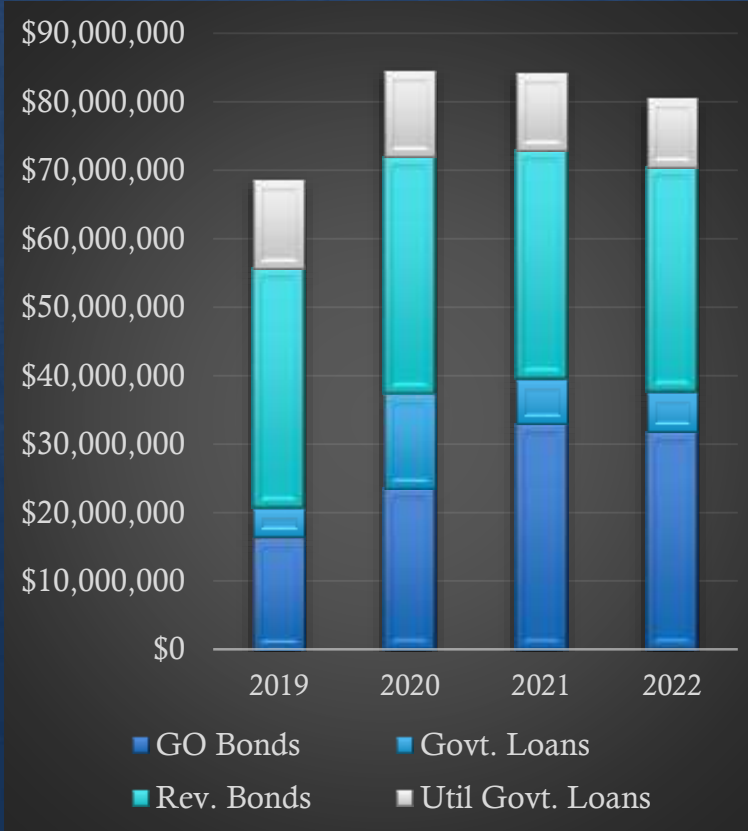


Debt Outstanding

Projects Financed

2020 Legacy Lands
Lake and Everett
Land Contract

2021 Legacy Lands
Refi Contract
Facilities
Street Repair



Final Debt Payments

2019 Ambulance
Sewer Plant Upgrade

2020 Sewer Plant Upgrade
Library Bond
Steigerwald Well Site

2021 Legacy Land Contract
Lake Road

Outlook

- ◆ Economy will struggle in 2023 with halting growth and higher unemployment
- ◆ Interest rates for mortgages may drop and prices may stabilize
- ◆ Moody's is calling it a "Slowcession" and not a recession.
- ◆ Healthy finances both for households and businesses
- ◆ Locally – watch on REET, Sales Tax, and Building Permits

Housing Demand Finds Its Floor

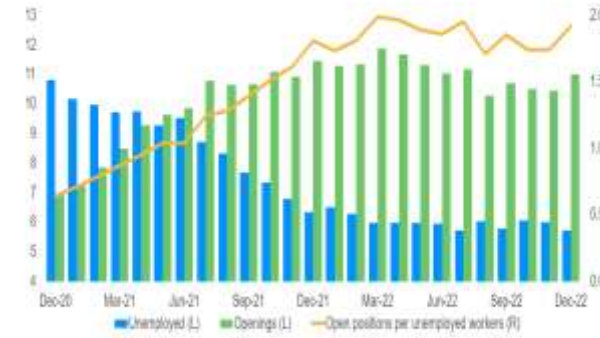


Sources: Mortgage Bankers Association, Moody's Analytics
Copyright © Mortgage Bankers Association, Feb 2023. All Rights Reserved.

Job Openings Defy Expectations

Job Openings and Labor Turnover Survey, mil

Item 6.



Sources: BLS, Moody's Analytics

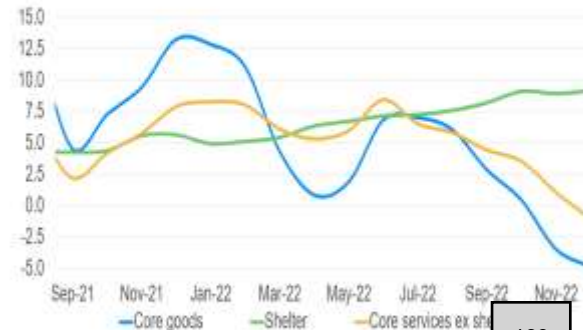
Housing Inflation Will Relent This Year



Sources: BEA, CoreLogic, S&P, Moody's Analytics

Watching U.S. Wages

Annualized %, 3-mo MA



Sources: BLS, Moody's Analytics



Questions