



City Council Regular Meeting Agenda Monday, February 01, 2021, 7:00 PM REMOTE MEETING PARTICIPATION

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

How to join meeting:

OPTION 1 -

1. Go to www.zoom.us
 - Download the app
 - Or, click "Join A Meeting" and paste Meeting ID – 978 8362 5255
2. Or, from any device click <https://zoom.us/j/97883625255>
3. Follow the prompts and wait for host to start meeting

OPTION 2 - Join by phone (audio only):

1. Dial 877-853-5257
2. Enter meeting ID #978 8362 5255, and then ##

For Public Comment:

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

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

SPECIAL MEETING

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

STAFF PRESENTATION

1. Recognition of 30-Year Anniversary for Randy Miller, Deputy Fire Marshal
Presenter: Nick Swinhart, Fire Chief

2. [Draft Resolution 21-001 Designating the City Clerk as the Agent to Receive Claims for Damages](#)
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)
3. [Job Order Contract Interlocal Agreements with the City of Vancouver](#)
[Presenter: Denis Ryan, Public Works Operations Supervisor](#)
4. [Sunningdale Gardens Sewer Lift Station Professional Services](#)
[Presenter: Sam Adams, Utilities Manager](#)

CONSENT AGENDA

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

5. [January 15, 2021 Camas City Council Visioning Session and January 19, 2021 Camas City Council Special Meeting Minutes](#)
6. Automated Clearing House and Claim Checks Approved by Finance Committee
7. [AssetWorks Fleet Management Software \(Submitted by Steve Wall, Public Works Director\)](#)

NON-AGENDA ITEMS

8. Staff
9. Council

MAYOR

10. Mayor's Announcements
11. [Black History Month Proclamation](#)

MEETING ITEMS

12. [Ordinance No. 21-001 Amending CMC 6.08.100 Aggressive or Vicious Dogs](#)
[Presenter: Mitch Lackey, Police Chief](#)
13. [City of Camas Proclamation of Civil Emergency COVID-19](#)
[Presenter: Jamal Fox, City Administrator](#)

PUBLIC COMMENTS

ADJOURNMENT



Staff Report

February 1, 2021 Council Meeting

Draft Resolution 21-001 Designating the City Clerk as the Agent to Receive Claims for Damages

Presenter: Jennifer Gorsuch, Administrative Services Director

Phone	Email
360.817.7013	jgorsuch@cityofcamas.us

BACKGROUND: Under RCW 4.96, the City must designate an agent to receive tortious claims for damages on behalf of the City. Currently, the Finance Director is that agent. Resolution x was approved in 2001 when the Finance Director served as the City Clerk. Due to the change in where that function resides, this Resolution updates the process for tort claim service.

SUMMARY: Resolution 21-001 designates the City Clerk as the agent to receive claims for damages under RCW 4.96.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? The desired result is a clear process for service of claims and a designated agent as required by State Law.

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

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

Who will benefit from, or be burdened by this agenda item? The City will benefit by having the claim served to the City Clerk’s office, as that is the appropriate department.

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? N/A

BUDGET IMPACT: No budget impact.

RECOMMENDATION: Staff recommends that Council adopt Resolution 21-001 at the February 16, 2021 Regular Council Meeting.

RESOLUTION NO. 21-001

A RESOLUTION designating the City Clerk as the agent of the City of Camas to receive any claim for damages made under Chapter 4.96, Revised Code of Washington.

WHEREAS, RCW 4.96.020, requires the governing body of each local government to appoint an agent to receive any claim for damages made under Chapter 4.96, Revised Code of Washington; and

WHEREAS, the Council desires to designate the City Clerk as the agent for the City of Camas.

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

I.

The City Clerk is hereby designated as the agent for the City of Camas to receive any claim for damages under Chapter 4.96, Revised Code of Washington.

II.

The address for the City Clerk is 616 NE Fourth Avenue, Camas, Washington 98607.

III.

A certified copy of this resolution shall be recorded with the Clark County Auditor.

IV.

This Resolution shall be effective as of _____, 2021.

ADOPTED at a regular meeting of the Council of the City of Camas, this ____ day of _____, 2021.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney



Staff Report

February 1, 2021 Council Meeting

Job Order Contract Interlocal Agreements with the City of Vancouver
Presenter: Denis Ryan, Public Works Operations Supervisor

Phone	Email
360.817.7983	dryan@cityofcamas.us

BACKGROUND: Camas has previously participated in interlocal agreements with local public agencies for the purpose of mutual aid, cooperative purchasing and what’s often referred to as “piggybacking”. Staff presented a draft interlocal agreement at the January 4, 2021 Council Workshop with the City of Vancouver to piggyback on Vancouver’s Job Order Contracts. City Council members had a number of questions on the process and staff is bringing this information back for further discussion.

SUMMARY: The City of Camas desires to enter into interlocal agreements with the City of Vancouver for the purpose of using Vancouver’s job order contracts (JOC) #100194 and #100196 for construction services. Job Order Contracting is a process allowed by RCW 39.10.410 “in which the contractor agrees to a fixed period, indefinite quantity delivery order contract which provides for the use of negotiated, definitive work orders for public works. Staff anticipates using the JOCs to complete upgrades and repairs to facilities such as the Leadbetter House, Rose Property and potentially other city-owned facilities. 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, and cost effective process. Staff will cover the process in more detail in the attached presentation, review the many benefits, and attempt to answer Council’s questions from the January 4 Workshop.

Attorneys from both the City of Camas and the City of Vancouver have reviewed the proposed agreements and approve language and form. Upon Council’s review and approval, this item is proposed to be on the consent agenda for February 16, 2021 Regular Council Meeting.

EQUITY CONSIDERATIONS:

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

- Approval of an interlocal agreement with the City of Vancouver to allow the City to piggyback on Vancouver’s Job Order Contracts.
- Use of a more efficient process as allowed by the Revised Code of Washington (RCW) for completion of complex improvements to the City’s facilities.

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

- N/A

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

- As a requirement of the RCWs, Job Order Contracting seeks to build additional business relationships, increasing participation through some of the following methods.
 - Outreach events in conjunction with the Southwest Washington Contractor's Association (SWCA)
 - Encourage businesses to become a prequalified subcontractor
 - Advertise projects with online plan centers when applicable
 - US Small Business Administration – Dynamic Small Business Search Database

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

- The City of Camas will benefit from the interlocal agreements, receiving competitive pricing on materials and labor while having skilled qualified expertise to assist with complex repairs and upgrades.
- Women and Minority Owned Businesses will potentially benefit from the requirement that Job Order Contractor's need to promote participation.

What are the strategies to mitigate any unintended consequences?

- Piggybacking and Job Order Contracting are both allowed per RCW 39.10.420
 - Public bodies may use a job order contract for public works projects when a determination is made that the use of job order contracts will benefit the public by providing an effective means of reducing the total lead-time and cost for the construction of public works projects for repair and renovation required at public facilities through the use of unit price books and work orders by eliminating time-consuming, costly aspects of the traditional public works process, which require separate contracting actions for each small project.
 - Staff has talked with the contractors selected through Vancouver's process and have verified that they are willing and supportive to encourage contractors from City's small works roster, expanding their subcontractor resource pool.
 - Staff has confirmed that the sales tax generated from any projects completed through the JOC process are based on the location of the project. In essence, if a project is completed within the city limits of Camas, then Camas should generally receive any sales tax benefits.

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.

- Awarded contractors participating in JOC are required to promote participation of minority and women owned businesses.

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

- JOC contractors are experienced in identifying and remediating ADA compliance issues.

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

- N/A

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

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

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

- N/A

BUDGET IMPACT: The interlocal agreements for JOC will operate within the authorized 2021/2022 Budget. Specific task orders awarded through the JOC process will follow the process and authorizations identified in Resolution 16-009, similar to any other public works project.

RECOMMENDATION: Staff recommends this item be placed on the Consent Agenda for the February 16, 2021 Regular Council Meeting for Council's consideration.



JOB ORDER CONTRACTING

City Council

February 1, 2021

Authority to us Job Order Contracting

"Existing Washington State RCW for Job order contract" means a contract in which the contractor agrees to a fixed period, indefinite quantity delivery order contract which provides for the use of negotiated, definitive work orders for public works."

RCW [39.10.420](#)

Job order procedure—Public bodies may authorize and use.

(1) All public bodies of the state of Washington are authorized to award job order contracts and use the job order contracting procedure.

(2) ...

(3) Public bodies may use a job order contract for public works projects when a determination is made that the use of job order contracts will benefit the public by providing an effective means of reducing the total lead-time and cost for the construction of public works projects for repair and renovation required at public facilities through the use of unit price books and work orders by eliminating time-consuming, costly aspects of the traditional public works process, which require separate contracting actions for each small project.

Typical Projects

- ▶ Infrastructure Upgrade Projects (usually multi-discipline)
- ▶ Bathroom Renovation
- ▶ ADA Compliance Renovation Projects
- ▶ Communication/Security Systems Installations
- ▶ Classroom Renovations
- ▶ Parks and Playfields Renovation Projects

Potential Projects for Camas

- ▶ Rose House/Property Renovations
- ▶ Leadbetter House Stabilization/Renovation
- ▶ Lacamas Lake Lodge Painting
- ▶ Courthouse Security Improvements



Benefits of JOC

- ▶ The owner can stop the JOC contract at any time
- ▶ No hidden costs; unit price contracting
- ▶ Partnership with JOC Contractor leads to trust and a familiarity with owner's unique needs
- ▶ Constant value engineering provides best value practices
- ▶ Eliminates change order philosophy
- ▶ Time - No bid document prep or bidding time; expedited engineering

When to Use JOC

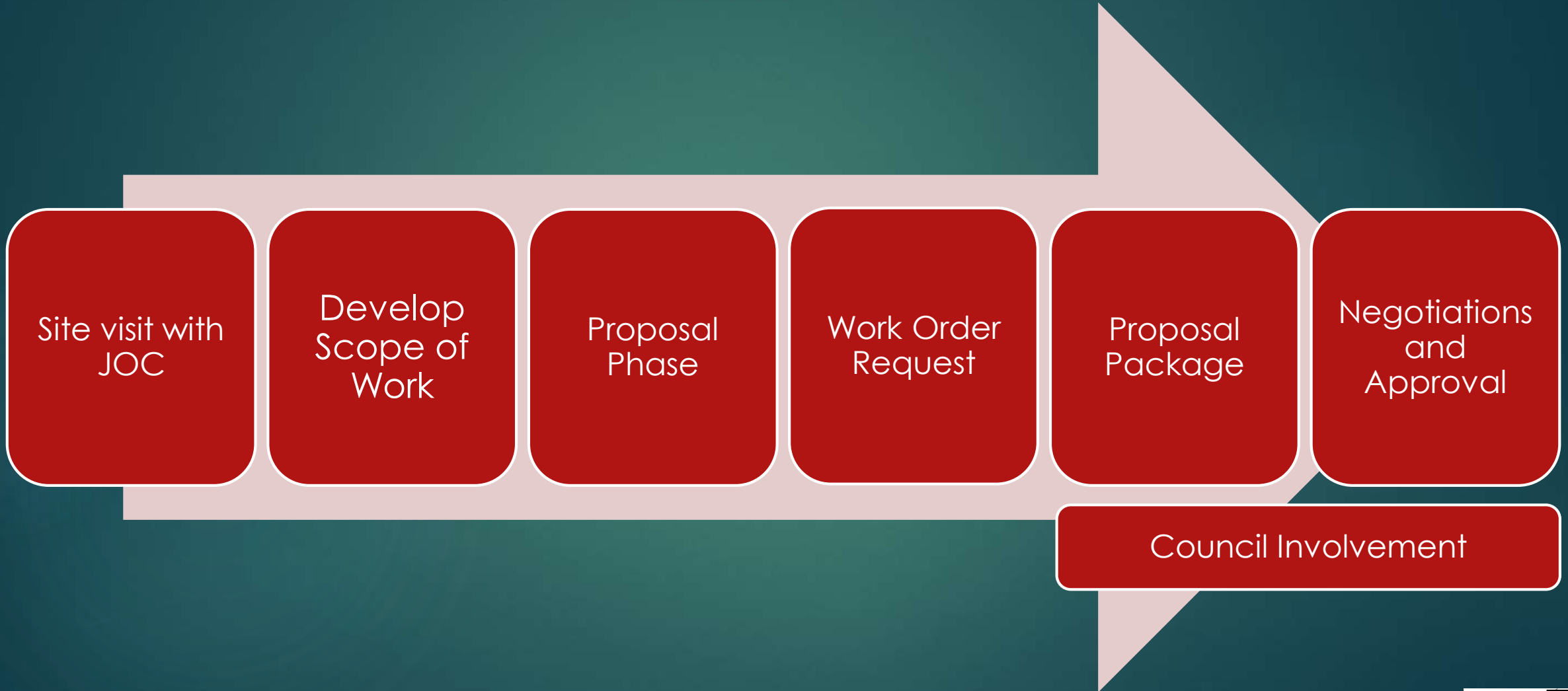
- ▶ Multiple projects that range from \$10,000 to \$350,000 in value
- ▶ Total dollar volume of work is less than \$3 million per year
- ▶ Limited owner staff availability for proper implementation of other methods
- ▶ Reduces total lead-time vs. “traditional public works process” that require separate contracting actions for each small project

Example Project

Library Service Desk Improvement

- ▶ Architectural design
- ▶ Multiple Trades –
 - ▶ Flooring
 - ▶ Finish Carpenter
 - ▶ Granite Fabricator
 - ▶ Plaster/Drywall Installer
- ▶ Under \$30,000
- ▶ Nearly one (1) year to complete

Mapping the JOC Process



General Questions

Equity

- ▶ Awarded contractors participating in JOC are required to promote participation of minority and women owned businesses

Small Works and Local Participation

- ▶ 90% of the work in JOC has to be completed by sub-contractors
- ▶ Small Works Roster - 161 businesses registered, 9 in Camas
- ▶ JOC seeks to build additional business participation through outreach...encourages businesses to prequalify as a subcontractor

Resolution 16-009

- ▶ Council/Administrative authority does not change

Sales Tax

- ▶ Based on project Location

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 #100196 for construction services (hereinafter referred to as the “JOC Contract”) with SDB Contracting Services (hereinafter referred to as “Contractor”) commencing on November 1, 2019; and

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

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

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

It is agreed by the parties as follows:

1. **Term.** The term of this agreement in respect to each party shall commence on the date of last signature by the parties hereto and shall remain in effect during the duration of the JOC Contract until terminated by a party as provided in paragraph 5 of this Agreement.
2. **Cooperative Purchase.** Vancouver 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 #100196 commencing, dated November 1, 2019. The City of Vancouver is not a party to, nor responsible for, performance of or payment for the work described in this invoice." Camas shall issue all job orders and perform all fiscal and program responsibilities for the projects to be identified by Camas. A true and correct copy of the JOC Contract is attached hereto as Attachment "A" and incorporated in its entirety by this reference.
3. **Compensation and Payment.** The parties agree that the total value of all work orders issued under this agreement shall not exceed \$600,000.00 USD. The Contractor shall directly invoice Camas and Camas shall directly pay the Contractor pursuant to the payment and compensation terms identified within the JOC Contract.

4. **Financial Responsibility.** Camas shall be solely financially responsible for the payment of the purchase price of goods and services provided under the JOC 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: _____, 2021

Dated: _____, 2021

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 #100196

INTERLOCAL COOPERATIVE PURCHASE AGREEMENT

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

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

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

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

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

It is agreed by the parties as follows:

1. **Term.** The term of this agreement in respect to each party shall commence on the date of last signature by the parties hereto and shall remain in effect during the duration of the JOC Contract until terminated by a party as provided in paragraph 5 of this Agreement.
2. **Cooperative Purchase.** Vancouver authorizes a no cost change to the JOC Contract that the Contractor provide Camas with job order construction services on Camas facilities directly to Camas on the same terms and conditions of the JOC Contract, except that the obligations owed to the Vancouver under such agreement will be owed by Contractor to Camas including but not limited to obligations to provide performance and payment bonds for work performed and insurance endorsements that name Camas as additional insured. Contractor shall directly invoice Camas for any and all such work provided, and all work orders shall state "All work described herein provided directly to the City of Camas, Washington by the Contractor are subject to the terms and conditions of the JOC Contract, City of Vancouver Contract #100194 commencing, dated November 1, 2019. The City of Vancouver is not a party to, nor responsible for, performance of or payment for the work described in this invoice." Camas shall issue all job orders and perform all fiscal and program responsibilities for the projects to be identified by Camas. A true and correct copy of the JOC Contract agreement is attached hereto as Attachment "A" and incorporated in its entirety by this reference.
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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: _____, 2021

Dated: _____, 2021

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 #100194



CITY OF VANCOUVER, WA
CONTRACT No. 100194

For

**JOB ORDER CONTRACTING SERVICES
FOR GENERAL CONSTRUCTION**

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

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

Between

CITY OF VANCOUVER, WASHINGTON

And

HALBERT CONSTRUCTION SERVICES LLC

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**JOB ORDER CONTRACTING SERVICES
FOR GENERAL CONSTRUCTION**

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

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

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

ARTICLE I: DEFINITIONS

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

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

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

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

ARTICLE II: CONTRACT DOCUMENTS, RELATIONSHIP OF PARTIES

2.1 Contract Documents

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

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

2.2 General

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

2.3 Submittal of Requested Information

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

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

ARTICLE III: WORK OF THIS JOB ORDER CONTRACT

1. General

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

2. Minimum Contract Value

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

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

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

3. Maximum Contract Value

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

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

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

4. Assignment of Work and Award of Individual Job Orders

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

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

5. Initiation of a Job Order

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

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

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

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

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

6. Preparation of a Job Order Proposal

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

- e. Other requested documents.

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

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

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

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

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

C = Lowest of three independent quotes for all materials.

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

For Non Pre-priced Tasks Performed by Subcontractors:

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

D = Lowest of three Subcontractor Quotes

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

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

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

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

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

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

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

6. Job Order Performance

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

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

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

7. Quality Control

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

8. Permits, Fees, and Notices

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

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

9. Access to Work

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

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

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

ARTICLE IV: PRICING OF THE WORK

4.1 General

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

4.2 Job Order Price

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

4.3 Contractor's Adjustment Factors

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

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

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

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

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

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

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

4.3.3 Price Variations:

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

4.3.4 General Costs:

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

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

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

4.4 Labor and Materials Bond and Performance Bond

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

4.5 Retainage

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

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

4.6 Insurance

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

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

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

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

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

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

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

City shall be listed as the Certificate Holder.

4.7 Items Not Found in RS Means

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

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

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

4.8 Hours of Work

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

4.9 Payment of Labor

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

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

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

4.10 Payment to the Contractor

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

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

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

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

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

5.1 Contract Term

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

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

5.2 Commencement Date

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

5.3 Completion Date

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

5.4 Liquidated Damages

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

ARTICLE VI: SUBCONTRACTING

6.1 Statutory Requirements

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

6.2 Subcontractor Responsibility Criteria

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

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

ARTICLE VII: MISCELLANEOUS

7.1 Cooperative Purchasing

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

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

7.2 E-Verify

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

7.3 Employment of Labor

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

7.4 Equal Opportunity

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

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

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

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

7.5 Joint Venture Contractor

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

7.6 Indemnity and Hold Harmless

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

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

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

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

7.7 Ownership of Records and Documents

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

7.8 Public Disclosure

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

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

7.9 City Business License

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

7.10 Governing Law

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

7.11 Compliance with the Law

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

7.12 Disputes

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

7.13 Audit

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

7.14 Assignment

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

7.15 Contract Amendment

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

7.16 Termination for Convenience

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

7.17 Future Non-Appropriation of Funds

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

7.18 Debarment and Suspension

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

7.19 Entire Agreement

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

7.20 Notices

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

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

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

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

CITY OF VANCOUVER

HALBERT CONSTRUCTION SERVICES

A municipal corporation

Eric Holmes, City Manager

Signature:

Tracey Malone / vice President

By: Printed Name / Title

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



CITY OF VANCOUVER, WA
CONTRACT No. 100196

For

**JOB ORDER CONTRACTING SERVICES
FOR GENERAL CONSTRUCTION**

Initial Agreement Term: November 1, 2019 through October 31, 2021
(City Renewal Option: Up to one (1) additional one-year term)

Between

CITY OF VANCOUVER, WASHINGTON

And

SDB CONTRACTING SERVICES



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**JOB ORDER CONTRACTING SERVICES
FOR GENERAL CONSTRUCTION**

This Contract, effective this 20 day of November, 2019 is made and entered into by and between the City of Vancouver, a municipal corporation of the State of Washington (Owner), and SDB Contracting Services, 8125 NE Cherry Road, Hillsboro, OR 97124 (Contractor) hereinafter referred to as Parties. This Job Order Contract shall be the agreed basis of performing and compensating for all City issued Job Orders to Contractor.

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

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

ARTICLE I: DEFINITIONS

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

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

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

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

ARTICLE II: CONTRACT DOCUMENTS, RELATIONSHIP OF PARTIES

2.1 Contract Documents

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

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

2.2 General

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

2.3 Submittal of Requested Information

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

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

ARTICLE III: WORK OF THIS JOB ORDER CONTRACT

1. General

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

2. Minimum Contract Value

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

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

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

3. Maximum Contract Value

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

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

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

4. Assignment of Work and Award of Individual Job Orders

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

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

5. Initiation of a Job Order

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

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

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

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

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

6. Preparation of a Job Order Proposal

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

- e. Other requested documents.

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

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

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

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

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

C = Lowest of three independent quotes for all materials.

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

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

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

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

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

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

6. Job Order Performance

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

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

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

7. Quality Control

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

8. Permits, Fees, and Notices

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

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

9. Access to Work

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

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

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

ARTICLE IV: PRICING OF THE WORK

4.1 General

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

4.2 Job Order Price

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

4.3 Contractor's Adjustment Factors

The Adjustment Factor for work performed during Normal Working Hours is 1.27 for this contract. The Adjustment Factor for work performed during Other than Normal Working Hours is set at 1.33. The Adjustment Factor for non-pre-priced items is 1.20. This is fixed for a period of one year and may be adjusted per the ENR CCI Index according to the average of the twenty cities. These Adjustment Factors includes business costs, construction costs, and price variations.

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

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

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

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

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

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

4.3.3 Price Variations:

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

4.3.4 General Costs:

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

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

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

4.4 Labor and Materials Bond and Performance Bond

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

4.5 Retainage

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

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

4.6 Insurance

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

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

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

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

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

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

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

City shall be listed as the Certificate Holder.

4.7 Items Not Found in RS Means

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

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

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

4.8 Hours of Work

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

4.9 Payment of Labor

4.9.1 For projects performed under this contract, the Contractor may be required to submit weekly/bi-weekly Certified Payrolls to the City of Vancouver Procurement Services upon request. The Job Order will specify if this is required.

4.9.2 The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hours work in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>. Prevailing wage rate will be based on the date of the Job Order issued by the City.

4.9.3 In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

4.9.4 In connection with this Contract, for each issued Job Order, the Contractor and each subcontractor shall complete or have on file a current "Statement of Intent to Pay Prevailing Wages" (Form L&I Number F700-029-000) before payment will be made for work performed. An approved "Affidavit of Wages Paid" form must be filed upon completion of the project. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at <http://www.lni.wa.gov/TradesLicensing/PrevWage/>. The Department of Labor and Industries charges a fee for such approval and certification, which fee shall be paid by the Contractor. Any change in the fee will NOT be grounds for revision in Job Order Price.

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

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

4.10 Payment to the Contractor

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

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

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

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

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

5.1 Contract Term

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

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

5.2 Commencement Date

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

5.3 Completion Date

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

5.4 Liquidated Damages

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

ARTICLE VI: SUBCONTRACTING

6.1 Statutory Requirements

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

6.2 Subcontractor Responsibility Criteria

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

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

ARTICLE VII: MISCELLANEOUS

7.1 Cooperative Purchasing

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

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

7.2 E-Verify

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

7.3 Employment of Labor

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

7.4 Equal Opportunity

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

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

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

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

7.5 Joint Venture Contractor

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

7.6 Indemnity and Hold Harmless

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

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

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

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

7.7 Ownership of Records and Documents

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

7.8 Public Disclosure

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

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

7.9 City Business License

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

7.10 Governing Law

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

7.11 Compliance with the Law

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

7.12 Disputes

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

7.13 Audit

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

7.14 Assignment

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

7.15 Contract Amendment

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

7.16 Termination for Convenience

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

7.17 Future Non-Appropriation of Funds

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

7.18 Debarment and Suspension

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

7.19 Entire Agreement

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

7.20 Notices

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

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

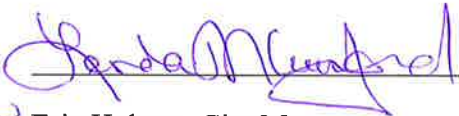
Contractor: Craig Schmidt
Vice President
SDB Contracting Services
8125 NE Cherry Drive
Hillsboro, OR 97124

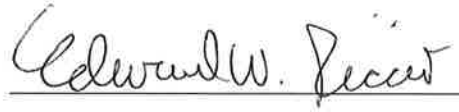
IN WITNESS WHEREOF, the Parties hereto have executed this Job Order Contract by having their authorized representatives affix their signatures below.

CITY OF VANCOUVER

SDB CONTRACTING SERVICES

A municipal corporation


for Eric Holmes, City Manager


Signature:

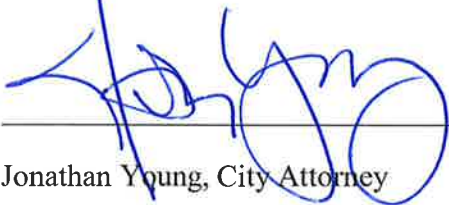
Edward W. Riccio, CFO

Attest:

By: Printed Name / Title


Natasha Ramras, City Clerk

Approved as to form:


Jonathan Young, City Attorney



Staff Report

February 1, 2021 Council Meeting

Sunningdale Gardens Sewer Lift Station Professional Services

Presenter: Sam Adams, Utilities Manager

Phone	Email
360.817.7003	sadams@cityofcamas.us

BACKGROUND: The existing Sunningdale Gardens Sewer Lift Station was originally built in 1996 to serve the Sunningdale Gardens subdivision. The 2017 Condition Assessment identified substantial corrosion and age-related issues with the lift station. To improve the reliability and capacity of the station, staff is proposing to move forward with replacement of the existing pumps, control panel, and other equipment, including the emergency generator.

SUMMARY: Staff has gone through a Request for Qualifications (RFQ) process in accordance with the applicable State statutes to find a consultant to complete design and develop a construction bid package for the repair and rehabilitation of Sunningdale Gardens Sewer Lift Station. After reviewing submittals from four consultants that responded to the RFQ and comparing qualifications and expertise against the stated needs, staff has asked Grayling Engineers to provide a scope of work for approval by Council. The detailed scope of work and consultant agreement are attached for reference.

EQUITY CONSIDERATIONS:

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

- This specific agenda item is for information only, but staff is asking for Council concurrence to place the Professional Services Agreement with Grayling Engineers on the February 16, 2021 Regular Meeting Consent Agenda for approval.

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

- The 2017 Condition Assessment identified substantial corrosion and age-related issues with the station and proposed improvements.

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

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

- The City and residents in the surrounding area will benefit from this project through the continued operation of a functioning sewer lift station that will prevent back-ups and sewer overflows from occurring.

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? N/A

BUDGET IMPACT: This professional services agreement is for \$64,602. The Sewer Fund has budget available to complete this project.

RECOMMENDATION: Staff recommends this item be placed on the February 16, 2021 Consent Agenda for Council consideration.

EXHIBIT A - SCOPE OF WORK**City of Camas**
Sunningdale Gardens Pump Station R&R
November 2020

Proposed Scope of Work

Grayling Engineers (Grayling) has developed the following scope of work for the City of Camas (City) for the Sunningdale Gardens Pump Station Repair and Rehabilitation (R&R) project. Installed in 1996, the Sunningdale Gardens Pump Station is a sanitary pump station serving the Sunningdale Gardens subdivision. The pump station is located within a residential neighborhood at 4042 NW Dahlia Loop Camas, WA 98607.

The goal of the project is to rehabilitate and upgrade the mechanical and electrical equipment at this existing pump station. The City provided a summary of the requested upgrades in an email dated March 2, 2020. A copy of the summary is incorporated into this scope of work as **Attachment A**. Pump station improvements will comply with the City's 2019 Sanitary Sewer Pump Station Design Manual. Construction phase services will be contracted under an amendment to this agreement.

Task 1 – Project Management

This task includes correspondence and coordination with the City, tracking and updating the delivery schedule, and tracking the project budget. Included with this task are email and phone correspondence, preparation of monthly invoices, and preparation of monthly progress reports.

Assumptions

- This task does not include in-person meetings.
- Task assumes an average involvement of one hour per week for a total of 30 weeks.

Deliverables

- Monthly invoices
- Monthly progress reports in PDF format

Task 2 – Preliminary Design

This task involves 1) collecting background information to support engineering calculations and final design, 2) completing a hydraulic analysis of the pressure sewer for equipment sizing, 3)

preparing a technical memorandum outlining the basis of design, and 4) preparing 30 percent plans. Work within this task is further divided into subtasks as described below.

Subtask 2.1 - Data Collection

Grayling will coordinate with the City to acquire background information necessary to generate plans and determine pump station capacity. Background information will be reviewed for accuracy and conflicts. Anticipated items include the following:

- Record drawings of the existing pump station.
- Design flows from the City's General Sewer Plan (GSP).
- Drawdown test results for the pump station.
- System map showing the horizontal alignment, vertical profile, and size of the existing force main.

Assumptions

- Professional survey services are not required for the project. Plans will be based on available aerial photography and field measurements.

Subtask 2.2 - Hydraulic Analysis

Grayling will perform a hydraulic analysis of the pressure sewer associated with the Sunningdale Gardens Pump Station. The purpose of the analysis is to determine equipment sizes and operating parameters. Key tasks include the following:

- Basin Plan
- Overflow storage analysis
- Peak design flow will be based on a 20-year forecast, or greater

Assumptions

- The downstream collection system has capacity to accept flows from the upgraded pump station.
- The Lake Road STEP main will be the extent of the analysis.
- Surge analysis is not required.

Subtask 2.3 - Basis of Design TM

Based on the information gathered in Subtask 2.1 and the results of Subtask 2.2, Grayling will prepare a draft technical memorandum (TM) summarizing the basis of design for City review and comment. The TM will summarize the hydraulic analysis and identify the basis for final design. A final version of the TM incorporating City review comments will be stamped and signed by a professional engineer licensed in the State of Washington.

Assumptions

- The TM will be submitted with the 30% plans as described in Subtask 2.4 below.

Deliverables

- Draft TM in electronic (PDF) format.
- Final TM in electronic (PDF) format.

Subtask 2.4 - 30% Design

Grayling will prepare and submit preliminary plans, an outline of technical specifications, and an engineer's opinion of probable construction cost representing 30% design. Following the submittal, a meeting will be held with the City to discuss review comments. The 30% design set will include the following sheets:

1. Cover sheet with maps and sheet index
2. General notes, legend, and symbols
3. Force main hydraulic profile and design criteria
4. Site map with erosion control measures
5. Demolition and bypass pumping plan
6. Civil site plan
7. Wet well and valve vault plans and sections

Assumptions

- Technical specifications will be based on the current version of the WSDOT Standard Specifications with Special Provisions prepared by Grayling.
- One representative of Grayling will attend a single in-person review meeting with the City.
- Utility potholing is not required.
- Stormwater improvements are not required.
- Landscape design is not required.
- Odor control design is not required.
- Land use permitting is not required.

Deliverables

- Two (2) sets of 22"x34" plans in paper format, one copy in electronic (PDF) format.
- Table of contents of Special Provisions.
- Engineer's opinion of probable construction cost reflecting 30% design in electronic (PDF) format.

Task 3 – Final Design

Subtask 3.1 - 60% Design

Construction documents will be modified to address comments on the 30% design received from the City. Grayling will prepare and submit plans, a draft of the technical specifications, and an engineer's opinion of probable construction cost representing 60% design. Work will include coordination with the electrical designers for new electrical equipment and generator sizing. Following the submittal, a meeting will be held with the City to discuss review comments. The 60% design set will include the following sheets:

1. Cover sheet with maps and sheet index
2. General notes, legend, and symbols
3. Force main hydraulic profile and design criteria
4. Site map with erosion control measures
5. Demolition and bypass pumping plan
6. Civil site plan
7. Detailed wet well and valve vault plans and sections
8. Electrical site plan (assume 1 sheet by subconsultant)
9. Electrical one-line diagram (assume 1 sheet by subconsultant)

Assumptions

- Technical specifications will be based on the current version of the WSDOT Standard Specifications with Special Provisions prepared by Grayling.
- Two representatives of Grayling will attend a single in-person review meeting with the City.

Deliverables

- 60% plans in electronic (PDF) format.
- Draft Special Provisions.
- Engineer's opinion of probable construction cost reflecting 60% design in electronic (PDF) format.

Subtask 3.2 - 90% Design

Construction documents will be modified to address comments on the 60% design received from the City. Grayling will prepare and submit 90% plans, technical specifications, front end documents, and an engineer's opinion of probable construction cost to the City for review and comment. The 90% design submittal will include detailed electrical design and structural design of the control panel shelter. Work will include coordination with electrical designers to ensure continuity. Following the submittal, a meeting will be held with the City to discuss review comments. The 90% design set will include the following sheets:

1. Cover sheet with maps and sheet index
2. General notes, legend, and symbols
3. Force main hydraulic profile and design criteria
4. Site map with erosion control measures
5. Demolition and bypass pumping plan
6. Civil site plan
7. Detailed wet well and valve vault plans and sections
8. Surface restoration plan
9. Detail sheets including City standards (assume up to 3 sheets)
10. Structural notes and details (assume 2 sheets by subconsultant)
11. Electrical notes and site plan (assume 2 sheets by subconsultant)
12. Electrical one-line diagram (assume 1 sheet by subconsultant)
13. Electrical and control plans (assume 3 sheets by subconsultant)

Assumptions

- The electrical engineer will coordinate with power and communication utilities.
- Traffic control plans are not required.
- Property acquisition or easements are not required.
- Bidding documents and contract forms will be provided by the City.

Deliverables

- 90% plans in electronic (PDF) format.
- Final draft of bidding documents and contract forms.
- Final draft of technical specifications.
- Engineer's opinion of probable construction cost reflecting 90% design in electronic (PDF) format.

Subtask 3.3 - 100% Design

Construction documents will be modified to address comments on the 90% design received from the City. Grayling will prepare final, bid ready, contract documents as well as a final engineer's opinion of probable construction cost. Contract documents will be stamped and signed by a professional engineer licensed in the State of Washington.

Assumptions

- The City will coordinate permitting, if required. Examples include a building permit for the control panel shelter.

Deliverables

- Four (4) 11"x17" copies of stamped, bid-ready construction documents, and a final engineer's opinion of probable construction cost.
- One copy in electronic (PDF) format.

Task 4 – Bidding Support Services

The City will advertise the project through their online bidding service and conduct the bid opening. Grayling will assist the City during the public bidding process with the following services:

- Schedule and attend a pre-bid meeting.
- Respond to bidder requests for information (RFI)
- Maintain a log of all communications and RFIs
- Prepare addenda to the contract documents as required
- Review the apparent low bidders bid documents and prepare a written recommendation of award
- Prepare a written notice of award to the contractor

Assumptions

- The City will manage the bid opening; Grayling will not attend the opening.
- The City will be responsible for preparing bid tabulations.
- 16 hours have been allocated for this task.

Deliverables

- RFI responses and addenda, if required.
- Letters recommending award and notice of award.

Task 5 – Subconsultant Services

Grayling will subcontract with R&W Engineering for electrical engineering and with Otak for structural engineering. The following subtasks summarize the subcontractor's scope of work.

Subtask 5.1 - Electrical Engineering

R&W Engineering will provide electrical engineering services. A list of services is provided below.

- Site visit to the pump station to gather data.
- Attendance at two design coordination meetings.
- Coordination with CPU for a potential upgrade of the existing electrical service.
- Preparation of electrical drawings.
- Preparation of electrical specifications in CSI format.
- Two design review submittals at 60% and 90%.
- Final construction documents.

Deliverables

- Design drawings at 60%, 90%, and 100%.

- Technical specifications.
- Cost estimate.

Subtask 5.2 - Structural Engineering

Otak will provide structural engineering design and calculations for the control panel shelter.

Assumptions

- The City will submit the building permit application and pay associated fees.

Deliverables

- Design drawings and calculations at 90% and 100%.

Exclusions

- Services and deliverables not defined herein.

Estimated Fee

The total estimated fee based on the scope of work described herein is **\$64,602**. Work will be invoiced monthly on a time and materials basis, not to exceed the agreed upon total without prior approval from the City. Please refer to **Exhibit B** for a detailed breakdown of the estimated fee by task.

Schedule

Professional engineering services are assumed to begin in November 2020 and be completed by June 30, 2021. Outlined below is a schedule of the anticipated project milestones.

Contract Execution	December 2020
Preliminary Design Submittal (TM and 30% plans)	February 2020
60% Design Submittal	March 2020
90% Design Submittal	April 2020
Final Design Submittal	May 2020
Bidding Assistance	May 2021
Construction Services (amendment anticipated)	Anticipated June 2021



EXHIBIT B - FEE ESTIMATE
 City of Camas
 Sunningdale Gardens Pump Station R&R
 November 2020

Task	Description	Senior Engineer	Design Engineer III	Total Hours	Labor Cost	Expenses		Subconsultants		Total
		\$170	\$140			Mileage	Printing	Electrical Engineering	Structural Engineering	
1	Project Management	30		30	\$ 5,100					\$ 5,100
2	Preliminary Design									
2.1	Data Collection	2	4	6	\$ 900					\$ 900
2.2	Hydraulic Analysis	8	16	24	\$ 3,600					\$ 3,600
2.3	Basis of Design TM	8	16	24	\$ 3,600					\$ 3,600
2.4	30% Design	10	32	42	\$ 6,180	\$ 20	\$ 100			\$ 6,300
3	Final Design									
3.1	60% Design	10	32	42	\$ 6,180	\$ 20				\$ 6,200
3.2	90% Design	10	24	34	\$ 5,060	\$ 20				\$ 5,080
3.3	100% Design	6	16	22	\$ 3,260		\$ 500			\$ 3,760
4	Bidding Support Services	12	24	36	\$ 5,400					\$ 5,400
5	Subconsultant Services									
5.1	Electrical Engineering			0	\$ -			\$ 21,362		\$ 21,362
5.2	Structural Engineering			0	\$ -				\$ 3,300	\$ 3,300
Total		96	164	260	\$ 39,280	\$ 60	\$ 600	\$ 21,362	\$ 3,300	\$ 64,602



Sunningdale Gardens Lift Station Upgrades

2 messages

Bob Busch <BBusch@cityofcamas.us>

Mon, Mar 2, 2020 at 3:18 PM

To: Kyle Thompson <kyle.thompson@graylingeng.com>, Nathan Abercrombie <nathan.abercrombie@graylingeng.com>

Cc: Will Blake <WBlake@cityofcamas.us>, Joe Calderone <JCalderone@cityofcamas.us>

Hi Kyle & Nathan,

I know you are probably in the middle of working on the proposal for the Sunningdale Gardens R&R project, but I thought I'd send along a rough scoping list. We already discussed most of the below, but I thought it was important that I get you a written list of what we are looking to accomplish.

Project Scope:

- Provide updated capacity/demand calculation, to facilitate proper sizing of pumps.
- Spec new pumps that meet current and expected future demand at the site.
- Upgrade/replace controls to match city's current PLC-based standard.
 - Us CompactLogix PLC (we are pursuing this a standard for all lift stations)
 - Instrumentation upgrade. Replace float-based level indicator with either multitrode + backup multitrode or ultrasonic + backup multitrode configuration.
 - Flow meter not necessary.
 - Electronic pressure sensor not necessary.
 - Install "local" disconnect control panel at wet well, with Meltric pump disconnects (?)
- Replace float-based level indicator with either multitrode + backup multitrode or ultrasonic + backup multitrode configuration.
- Add site lighting.
- Add wet well hatch safety grating.
- Replace valve vault hatch doors and add safety grating (new cap?).
- Replace generator (current generator is obsolete, no parts available).
- Evaluate existing wet well lining, replace if necessary.
- Rust abatement and re-coat piping in valve vault.
- Rebuild check valves (if necessary).
- Replace bad forcemain pressure gauge with a larger gauge that is readable from the surface. Re-orient if necessary.
- Replace pump boots? Currently has Paco pump boots requiring the Flygt pumps to have an adapter.
- Evaluate pump rails. Replace if necessary.

- Definitely need to replace anchors which attach pump rails to wet well slab, with stainless steel hardware. They are badly corroded.

Item 4.

- After work is complete, grade and gravel driveway.

Please forgive the informality of the list...I was just trying jot down everything that has been discussed to date. Let me know if you have any questions.

Thanks,

Bob Busch

WWTP Operations Supervisor

bbusch@cityofcamas.us

D: (360) 817-7164



Camas,WA Wastewater Treatment Facility

(360) 834-3263

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this e-mail account may be a public record. Accordingly, this e-mail, in whole or in part may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

Kyle Thompson <kyle.thompson@graylingeng.com>

Mon, Mar 2, 2020 at 3:57 PM

To: Bob Busch <BBusch@cityofcamas.us>

Cc: Nathan Abercrombie <nathan.abercrombie@graylingeng.com>, Will Blake <WBlake@cityofcamas.us>, Joe Calderone <JCalderone@cityofcamas.us>

Thanks for the email Bob. This is on our list for this week so your timing is excellent. We will let you know if we have any questions. I will be sending R&W an email shortly about helping us with the work.

Kyle Thompson

 PE (WA, OR & MT)

Principal Engineer / Owner

605 Barnes Street, Suite 203, Vancouver, WA 98661

P 360.347.6399 | M 360.977.3104

www.graylingeng.com

[Quoted text hidden]



**City Council Annual Visioning Session Minutes - Draft
Friday, January 15, 2021, 8:30 AM
REMOTE MEETING PARTICIPATION**

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

SPECIAL MEETING

OPENING

The meeting began at 8:30 a.m.

ATTENDEES:

Present: Mayor Barry McDonnell and Council Members Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan and Melissa Smith

Excused: Council Member Shannon Roberts

Staff: Sam Adams, Bernie Bacon, Kevin Bergstrom, Phil Bourquin, Debra Brooks, Sherry Coulter, Jamal Fox, Cliff Free, Catrina Galicz, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Shawn MacPherson, Robert Maul, Randy Miller, Shyla Nelson, Heather Rowley, Denis Ryan, Nick Swinhart, Connie Urquhart, Steve Wall and Kevin West

Press: Kelly Moyer, Camas-Washougal Post-Record

Mayor McDonnell introduced Communications Director Bryan Rachal as the meeting facilitator. Rachal conducted an introduction exercise with the Council Members.

WORKSHOP TOPICS

1. WCIA Presentation - Respecting the Roles of Policy Makers and Administrators

Presenter: W. Scott Snyder, WCIA Consultant

Snyder provided an overview about the roles of policy makers and administration. Discussion ensued.

2. City of Camas Organizational Scan

Presenter: Michelle Ferguson and Jonathan Ingram, The Novak Consulting Group

Ingram reviewed the Organizational Scan presentation. Discussion ensued.

3. Form of Government Discussion

Presenter: Nan Henriksen

Henriksen provided an overview regarding Form of Government from the 2018 advisory committee. Discussion ensued.

4. Fire and Emergency Medical Services (EMS)
Presenters: Nick Swinhart, Fire Chief and Cliff Free, EMS Division Chief

Swinhart and Free provided overviews about Fire and EMS services in Camas, Washougal and East Clark County. Discussion ensued.

5. Budget Implementation
Presenter: Cathy Huber Nickerson, Finance Director

Cathy provided an overview of the 2021-2021 Budget implementation. Discussion ensued.

ADJOURNMENT

The meeting adjourned at 3:46 p.m.



City Council Workshop Minutes - Draft
Tuesday, January 19, 2021, 4:30 PM
REMOTE MEETING PARTICIPATION

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

SPECIAL MEETING

CALL TO ORDER

Mayor Barry McDonnell called the meeting to order at 4:30 p.m.

ROLL CALL

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

Excused: Council Member Melissa Smith

Staff: Bernie Bacon, Phil Bourquin, Sherry Coulter, Jamal Fox, Sarah Fox, Jennifer Gorsuch, Lauren Hollenbeck, Cathy Huber Nickerson, Mitch Lackey, Robert Maul, Bryan Rachal, Heather Rowley, Ron Schumacher, Madeline Sutherland, Nick Swinhart, Connie Urquhart and Steve Wall

Press: No one from the press was present

PUBLIC COMMENTS

Doug Long, 3630 NW 2nd Avenue, Camas, commented about the aggressive or vicious dogs agenda item.

Scott McElhaney, 4227 NW Sage Loop, Camas, commented about the housing mandates annual code amendments agenda item.

Additional public comments received via publiccomments@cityofcamas.us are attached to these minutes.

WORKSHOP TOPICS

1. Modification to 6.08.100 – Aggressive or Vicious Dogs
Presenter: Mitch Lackey, Chief of Police

This ordinance will be placed on a future Regular Meeting agenda for Council's consideration.

2. Amendments to Flood Hazard Regulations
Presenter: Lauren Hollenbeck, Senior Planner

This public hearing will be scheduled for a future Regular Meeting.

3. Annual Code Amendments – Housing Mandates

Presenter: Sarah Fox, Senior Planner

This public hearing will be scheduled for a future Regular Meeting.

4. Annual Code Amendments

Presenter: Madeline Sutherland, Assistant Planner

This public hearing will be scheduled for a future Regular Meeting.

5. Community Development Miscellaneous and Updates

This is a placeholder for miscellaneous or emergent items.

Presenter: Phil Bourquin, Community Development Director

Bourquin informed Council about the upcoming Building Industry Association's code changes and housing costs.

6. Public Works Miscellaneous and Updates

This is a placeholder for miscellaneous or emergent items.

Presenter: Steve Wall, Public Works Director

Wall updated Council about the City's fleet management software.

7. City Administrator Miscellaneous and Updates

This is a placeholder for miscellaneous or emergent items.

Presenter: Jamal Fox, City Administrator

Fox received future Workshop Meeting agenda items from Council.

COUNCIL COMMENTS AND REPORTS

Various Council Members congratulated Police Chief Mitch Lackey for his 30 years of service.

Hogan and Carter commended Jim Short for his 10 years of service on the City's Planning Commission.

Carter commented about the City's recent organizational scan. Carter will attend the Restaurant Owner's weekly round table meetings.

Roberts will attend a couple Camas High School Running Start program mock interviews. Robert commented about citizen emails about Covid-19 vaccinations and fireworks in the City.

Burton attended the Downtown Camas Association's (DCA) Annual Retreat.

Chaney will attend the City/Schools meeting and commented about the Pledge of Allegiance.

Mayor commented about the History of the City of Camas and welcomed Bryan Rachal, Director of Communications to the City.

PUBLIC COMMENTS

No one from the public wished to speak.

Additional public comments received via publiccomments@cityofcamas.us are attached to these minutes.

ADJOURNMENT

The meeting adjourned at 6:00 p.m.



City Council Regular Meeting Minutes - Draft
Tuesday, January 19, 2021, 7:00 PM
REMOTE MEETING PARTICIPATION

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

SPECIAL MEETING

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Excused: Council Member Melissa Smith

Staff: Bernie Bacon, Phil Bourquin, Sherry Coulter, Jamal Fox, Sarah Fox, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Shawn MacPherson, Robert Maul, Bryan Rachal, Heather Rowley, Nick Swinhart, Connie Urquhart and Steve Wall

Press: No one from the press was present

PUBLIC COMMENTS

Scott McElhaney, 4227 NW Sage Loop, Camas, commented about the Shoreline Master Program Public Hearing agenda item.

CONSENT AGENDA

1. December 30, 2020 and January 4, 2021 Camas City Council Special and Regular Meeting Minutes
2. \$1,617,606.49 Automated Clearing House and Claim Checks Numbered 14633–146523; \$1,111.85 Claim Checks Numbered 146524-146525; \$118,405.80 Automated Clearing House and Claim Checks Numbered 146526–146577
3. NW Friberg-Strunk Wetland Mitigation Maintenance Professional Services Agreement Amendment (Submitted by James Carothers, Engineering Manager)
4. NW Leadbetter Drive Wetland Mitigation Monitoring Professional Services Agreement Amendment (Submitted by James Carothers, Engineering Manager)

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

NON-AGENDA ITEMS

5. Staff

Fox welcomed Bryan Rachel, Director of Communications, to his first Regular Council Meeting, and congratulated Police Chief Mitch Lackey for his 30 years of service to the City of Camas.

6. Council

Various Council Members congratulated Chief Lackey for his 30-years of service anniversary.

Hogan will attend the next Columbia River Economic Development Council (CREDC) meeting.

MAYOR

7. Recognition of 30-Year Anniversary for Mitch Lackey, Police Chief

Mayor McDonnell recognized Police Chief Mitch Lackey with his 30-years tenure pin.

MEETING ITEMS

8. Public Hearing - Shoreline Master Program Periodic Review

Presenter: Sarah Fox, Senior Planner

Fox provided an overview of the Shoreline Master Program. Mayor McDonnell opened the public hearing at 7:18 p.m.

The following members of public commented:
Scott McElhaney, 4227 NW Sage Loop, Camas

The public hearing was closed at 7:20 p.m. Discussion ensued.

It was moved by Anderson, and seconded, to approve the Shoreline Master Program and to direct the City Attorney to draft an ordinance for Council's consideration at the next Regular Meeting. The motion carried unanimously.

9. City of Camas Proclamation of Civil Emergency COVID-19

Presenter: Jamal Fox, City Administrator

It was moved by Burton, and seconded, that the Mayor's Proclamation of Civil Emergency dated March 18, 2020, the Supplement dated April 15, 2020, and the Amendment dated June 15, 2020, be reaffirmed.

PUBLIC COMMENTS

No one from the public wished to speak.

ADJOURNMENT

The meeting adjourned at 7:40 p.m.

ORDER FORM

AssetWorks LLC
 998 Old Eagle School Road, Suite 1215
 Wayne, PA 19087

Order #: Q-06684-2
Date: 11/9/2020

Ship To
 Denis Ryan
 City of Camas
 616 NE 4th Ave
 Camas, WA 98607
 United States
 (360) 817-7983
 dryan@cityofcamas.us

Bill To
 City of Camas
 616 NE 4th Ave
 Camas, WA 98607
 United States

Sourcewell Agreement # 022217-AWI

This Order Schedule is issued pursuant to the attached Master Agreement and Statement of Work numbered Q-06684 entered into between AssetWorks and the above named Customer. Parties agree to be bound by those terms and conditions. Pricing below is valid if this Order Form is signed on or by 2/7/2021.

FleetFocus FA (perpetual license – one-time fees)

Description	QTY	UNIT PRICE	Line Total
FleetFocusFA Standard License	150	USD 41.00	USD 6,150.00
Reporting Module	150	USD 2.05	USD 307.50
Motor Pool Module	150	USD 4.10	USD 615.00
Shop Activity Module	150	USD 4.10	USD 615.00
KPI/Dashboards Module	150	USD 2.05	USD 307.50
Crystal Reports Server OEM Edition (FA), - with 1x report writer	1	USD 2,900.00	USD 2,900.00
FleetFocus FA License Total:			USD 10,895.00

Verizon Network Fleet – Hardware (one-time)

Description	QTY	UNIT PRICE	Line Total
A5500 (includes Y harness) Networkfleet Hardware	50	USD 110.23	USD 5,511.50
Telematics Hardware Total:			USD 5,511.50

Verizon Network Fleet – Data Services (annual)

Description	QTY	Monthly Fee/Unit	Line Monthly Total	Yearly Fee
Networkfleet Connector - AssetWorks Client - Includes Telematics Module	50	USD 1.25	USD 62.50	USD 750.00
A5500 Networkfleet Standard Service	50	USD 18.95	USD 947.50	USD 11,370.00
Telematics Data Services Total:				USD 12,120.00

Hosting (annual fees)

Description	QTY	Monthly Fee/Unit	Line Monthly Total	Yearly Fee
Hosting Services - FleetFocus Monthly Fee – (Year 1)	150	USD 6.67	USD 1,000.00	USD 12,000.00
Hosting Services - Reporting Database Monthly Fee – (Year 1)	1	USD 500.00	USD 500.00	USD 6,000.00
Hosting Services Total:				USD 18,000.00

5% annual increase in hosting services

Hosting (one-time Setup fees)

Description	Line Total
Hosting or SaaS - Server Setup Fee	USD 5,000.00
Hosting or SaaS - Reporting Database Setup Fee	USD 2,500.00
Hosting Setup Total:	USD 7,500.00

FleetFocus FA Services (one-time fees)

Description	Line Total
Project Management Services	USD 9,020.00
Software Installation	USD 1,640.00
System Setup Services	USD 6,560.00
System Configuration Services	USD 9,020.00
Data Conversion Services	USD 8,200.00
Training Services	USD 6,560.00
Go Live Support Services	USD 8,200.00
Configure and Test Automated Fuel Import	USD 1,640.00
Project Kickoff & Orientation	USD 2,460.00
Configure and Test Networkfleet Integration	USD 6,560.00
FleetFocus FA Services Total:	USD 59,860.00

FleetFocus FA – Maintenance (annual)

Description	Line Total
Software Maintenance - (Year 1)	USD 2,530.00
FleetFocus FA Maintenance Total:	USD 2,530.00

5% annual increase in maintenance

City of Camas, WA tax (8.4%) USD 9,778.97

Year 1 - Grand Total: USD 126,195.47

Year 2 - Grand Total (includes hosting, maintenance, Verizon Networkfleet and tax): USD 36,505.33

If you have any technical questions related to FuelFocus products and services, please contact Jim Hammond at (541) 610-2302 or jim.hammond@assetworks.com.

Standard Professional Services Terms

FleetFocus license is based on active units in fleet

Additional Components can be licensed at a rate of \$5 per component

All warranties conveyed by the manufacturer to AssetWorks are included

Travel: Expenses will be reimbursed as incurred. Expenses include actual costs for lodging, air and ground travel and per diem rates for meal expenses (corporate rate/government agreement).

Costs are estimated for a time and materials project and do not include applicable taxes

Professional Services engagements have 7-8 week lead time from execution of contract/order
In the event Customer's business practices require that Customer issue a purchase order number prior to payment of any AssetWorks invoices issued under this Agreement, then such purchase order number must be entered below. Customer's execution of the Order Form without designating a purchase order number shall be deemed Customer's acknowledgement that no purchase order number is required for payment of invoices hereunder.

Purchase Order Number: _____

Accepted by Customer:

Accepted by AssetWorks:

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Please sign and email to Jim Hammond at jim.hammond@assetworks.com.

THANK YOU FOR YOUR BUSINESS!



Statement of Work

#Q-06684

City of Camas, WA



FleetFocus Asset and Maintenance Management Applications

November 20th, 2020

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AssetWorks is pleased to partner with CITY OF CAMAS (CAMAS) for a successful implementation of the FleetFocus asset and maintenance management application for its Fleet assets. This Statement of Work (SOW) identifies the tasks required for the implementation of the FleetFocus solution. This SOW is based on AssetWorks' current understanding of the requirements and AssetWorks' previous experience with similar engagements.

AssetWorks recommends CAMAS use AssetWorks' expertise and consulting resources to ensure a timely and cost-effective implementation. AssetWorks offers a variety of services ranging from workflow re-engineering to general business and technical consulting.

To best facilitate the implementation, AssetWorks urges CAMAS to formally identify a core team of members from each of the critical business groups who will participate in or be affected by the project implementation. This involvement must come from all parties. This core team should be both technically qualified and knowledgeable of their groups' business practices. These individuals will be responsible for spearheading the system configuration, data mapping, and workflow tasks to ensure a feasible and effective production rollout.

Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and CAMAS will discuss these changes in good faith at their earliest opportunity.

Project kick-off and planning

AssetWorks will facilitate a remote project kick-off meeting wherein we will review the project timeline, identify roles and responsibilities and discuss status reporting with CAMAS staff.

AssetWorks recommends CAMAS appoint a core project team for the implementation stage with representatives from all functional or operational areas of CAMAS's business. This core group must have the authority and charter to make appropriate decisions regarding the implementation. The core group representatives should have complete knowledge and familiarity with CAMAS's operations and objectives. They will form most of the roll-out team later in the project. CAMAS project team will define their roles and responsibilities and establish project standards and controls.

CAMAS will appoint a dedicated Project Manager, Subject Matter Project Leads, and supporting personnel from the designated CAMAS functional and operational areas. CAMAS Project Manager will lead the overall CAMAS project team and be responsible for CAMAS personnel and resources on the project. The Project Leads will be responsible for the configuration and implementation of FleetFocus and for facilitating decisions among the core maintenance group.

Project management and oversight

AssetWorks will provide project management and oversight services to execute the project plan. The AssetWorks project manager will coordinate AssetWorks project activities. AssetWorks will provide the following project management services:

- Serve as the main point of contact for CAMAS Project Manager
- Coordinate of project resources and work so that milestones are met in an efficient manner; tasks will be designed to minimize implementation time and cost while taking into consideration resource and time constraints such as CAMAS staff availability
- Work with CAMAS to manage risks throughout the project
- Present progress to CAMAS Project Manager and/or to CAMAS Project Sponsors (as required)
- Attend project related meetings as needed to ensure timely resolution to open issues and action items
- Develop project deliverables
- Manage approval/sign-off processes
- Manage action items
- Manage scope control
- Maintain project schedule and scheduled meetings

The AssetWorks Project Manager will ensure that sufficient resources are available to implement the system in accordance with the project requirements. The AssetWorks Project Manager will monitor the project resources to ensure quality delivery of services and that the deliverables are completed in accordance with the project requirements.

AssetWorks will assign a Professional Services Manager to provide additional subject matter expertise, monitor the project resources and budget, and ensure quality delivery of services. The Professional Services Manager is CAMAS's first escalation point for any issues arising during the project while the Program Manager will provide executive level communication and support.

Deliverables for Project Management Services

- Complete Project Kick Off
- Update to relevant status reports prior to status meetings
- Manage action items, issues and risks
- Facilitate bi-weekly status meetings

CAMAS is responsible for all deliverables not specifically included above.

Database and applications

As part of going hosted with AssetWorks, we will create the non-production and production FleetFocus environments as well as a reporting environment. AssetWorks Customer Care will work with the AssetWorks Project Manager to schedule the installations and provide updates accordingly for project schedule purposes.

Once installed, the URL and login information to the production and non-production system will be provided to CAMAS. It is recommended, when possible, that the CAMAS have separate workstations and/or tablets for technicians to login to the system to maximize the efficiency of capturing real-time labor and avoid the delays in updating work orders with notes, labor, etc. that would come with shared computers. All workstation and browser recommendations are contained within product documentation and can be provided on request but a chart is listed below that is subject to change.

The CAMAS will also be provided with the details of the reporting instance’s connection information.

Browser Versions

Supported for use of Web Modules on both Desktop and Tablet Operating Systems

	IE 11	Edge Chromium	Chrome
17.0.x	x		x
18.0.x	x		x
19.0.x	x		x
19.1.x	x	x	x
20.0.x	x	x	x
20.1.x	x*	x	x

Primary certifications performed in Windows-based desktop operating system environments.
 Other supported operating systems or platforms may have specific limitations per-device based on hardware or software.
 Internet Explorer compatibility mode is not supported.
 Firefox has known compatibility issues and is not recommended.
 *Mapping is not supported if using IE11.

Deliverables for Software Installation Services

- Installation of AssetWorks software in a production and non-production environment
- Reporting database connection information for use with the Crystal report writer license

System Set-up Consulting

AssetWorks will lead system setup sessions to complete the coding conventions for equipment numbering, equipment classes, repair codes, PM schedules, PM parameters, PM checklists, and other items. AssetWorks will also review the setup for all the modules being implemented as part of this project.

CAMAS's preparation for this engagement includes the assimilation and distribution of relevant inventory, purchasing, operations, and maintenance data prior to the meeting. The goal for these meetings is to achieve at least 90% of the standard coding schemes and business practices required for system roll-out. The coding schemes listed on the agenda will be defined based on best practices with AssetWorks making recommendations as we better understand the CAMAS's standards (e.g., tasks (6-9 digit), work accomplished codes, condition ratings, position, etc.) and also with maintenance classes like NAFA or AWPA.

Deliverables for System Setup Consulting Services

- Conduct multiple remote sessions (approximately 10-12) to review core codes, starter database and discuss initial workflow design conversations; services are fulfilled at the conclusion of the sessions with the understanding additional follow-up is to occur during the System Configuration Services phase.

Finalize data definition and processes

CAMAS will take "action items" from the System Set-up Consulting sessions to finalize the definition of all relevant FleetFocus data elements and work processes, including maintenance, parts management, procurement, and other job functions. CAMAS's deliverable for this task is complete documentation of CAMAS's definitions for all applicable FleetFocus data elements. This deliverable is a critical prerequisite to the development of the training material for the rollout. AssetWorks will work with CAMAS to prepare this documentation. It is recommended to work on these items as soon as possible following training sessions to ensure a more complete comprehension of the material being covered.

AssetWorks will work with CAMAS team to configure FleetFocus per the discussed workflow. This configuration will build on the setup defined with CAMAS core team and will focus on specific decisions, such as location options, department settings, etc. CAMAS will perform setup tasks as assigned by AssetWorks.

Configure Modules

AssetWorks will review settings to setup desired workflow and provide an orientation for the following modules:

- Enterprise Portal – The Enterprise Portal module is a web-based alternate end user interface to the base application logic. To users familiar with the graphic user interface (GUI) screens, it provides a familiar look-and-feel to grid and tabs, function buttons, and screen menus, while removing the need for a client-side installation. Users have access to all the same screens and functions as through the GUI but access the screens through a standard web browser. It is primarily used for application setup and system administration management of FleetFocus FA in complement to the Shop Activity web portals.
- Shop Activity Module – The Shop Activity module manages workflow driven portals for activity happening in a shop or out in the field and with an external customer.
 - Work Management Module - The Shop Activity Work Management Portal is designed to provide supervisors with access to all the screens and functions required during their workday. Supervisors can use the portal to do the following: view and assign work, view current status of employees on the shop floor, view equipment repair history, service requests, and messages, request or post parts for work orders, create and update test results related to work orders, complete PM checklists for PM and inspection services, enter complaint, cause, and correction detail for repairs performed, add comments and notes to work orders, create new work orders, create new service requests, and assign employees to existing work orders.

- Technician Module - The Shop Activity Technician Portal is designed to provide technicians with access to screens and functions required during their workday. Technicians can use the portal to do the following: view work assigned to them, log on and off of tasks, view equipment repair history, service requests, and messages, request or post parts for work orders and view status of past requests and postings, add comments and notes to work orders, create and update test results related to work orders, complete PM checklists for PM and inspection services, enter complaint, cause, and correction detail for repairs performed, create new work orders, manage service requests, and print work orders.
- Storekeeper Module - The Shop Activity Storekeeper Portal is designed to provide storekeepers with access to all the screens and functions required during their workday. Storekeepers can use the portal to perform the following functions: manage part requests or requisitions, order parts, and create new parts.
- Service Request Module - The Service Request Portal is designed for deploying and displaying Service Request entries. It gives your organization the option to relieve the burden on shops or call centers that record requests from employees and operators for asset maintenance or vehicle service by allowing individuals to log the requests themselves. Using the kiosk feature eliminates the need for each operator to have a login for entering and displaying vehicle service requests.
- Notification Module – The Notifications module provides instant alerts of important information and scenarios for better communication and tracking. A collection of out-of-the-box notification scenarios are provided. AssetWorks will assist in the configuration of up to 3 “out of the box” notifications for customer use. This module is included in base FleetFocus FA.
- AdHoc Query Module - The Ad Hoc Query Module provides secure ad hoc query capabilities. It allows users to build their own queries, format the display of the results, export the results, and save queries for future use and sharing with others. AssetWorks will review a sampling (3-5) of the out of the box ad hoc queries. AssetWorks will not create brand new custom reports. AssetWorks will show CAMAS how to adapt one report and in addition, how to setup permissions for reports. This module is included in base FleetFocus FA.
- Reporting Module – The Reporting Module takes data stored in your database and reformats it into information that can assist in effectively managing operations. At the same time, it opens visibility into your operations by publishing professional reports over a zero-client, browser interface. The Reporting Module will provide standardized reports as well as accessibility to real-time data and report automation using Crystal Reports; training on Crystal Designer is not included.
- KPI/Dashboards Module - The Dashboard Module provides real-time access to your database through easy-to-interpret, out-of-the-box gauges and charts. Dashboard elements provide instant insight into your maintenance key performance indicators via a standard web browser. You may provide access to dashboards to anyone in your organization with an authenticated login, without the need to install any software on their machines. AssetWorks will review and make the following dashboards available for use:
 - Open WO’s by Location
 - Direct vs Indirect Shop Time
 - Pending Service Requests
 - Work Order Aging (WO’s by # of Days Opened)
 - Direct vs Indirect Labor
- Motor Pool Module – The Motor Pool module allows for the setup of a motor pool asset types, rates by meter, duration (i.e. Day), etc. and allows for manual dispatching options.
- Telematics Module – used for the Network Fleet integration; see further detail below in Technical Services

System orientation sessions are approximately each 2 hours in length covering one or more of the topics listed above. AssetWorks maintains a “Project Implementation Guide” checklist covering System Setup and various configuration tasks. Utilizing that guide, AssetWorks will schedule sessions with CAMAS and recommend the types of resources required.

In addition, AssetWorks will consult with CAMAS to configure the modules to facilitate the workflows for the maintenance and back office functions. Configuration includes:

- Assigning user groups for specific functions
- Initializing (out of box) notifications to facilitate business processes
- Creating custom menus for specific user groups

Deliverables for System Configuration Services

Item 7.

- Setup configuration completed in the production database
- Production database available to re-fresh (database restore) the non-production database for customer review.
- Overview of all customer purchased modules and setup of those modules with decided workflows and processes from system setup consulting sessions.

Data Loading

AssetWorks will provide a training session for data loading for CAMAS administrators. A user with a solid understanding of Microsoft Excel will likely be able to grasp this tool and process very quickly. CAMAS staff will use the AssetWorks Data Loader tool to load its data into FleetFocus.

Assist with Data Loads for Equipment, Parts and Summary Cost History

CAMAS will extract the agreed-upon data from its current systems. AssetWorks will consult with CAMAS on data “scrubbing” or “cleansing” legacy CAMAS data but will not be responsible for the final cleansed data. CAMAS will be responsible for populating FleetFocus with approved and “clean” CAMAS data.

AssetWorks will provide Microsoft Excel™ templates to assist in loading data into FleetFocus. CAMAS will convert only the data that maps into FleetFocus. Data that does not map into FleetFocus will not be converted. Further, only data elements that can be entered on a FleetFocus screen are part of this conversion. CAMAS, with assistance from AssetWorks, will use FleetFocus’ data loading processing feature to load the data on these screens.

CAMAS will provide the data in the properly formatted spreadsheets (per AssetWorks’ specification) for loading into FleetFocus. AssetWorks makes the following assumptions about the data from CAMAS’s legacy system(s):

- The data files to be loaded into FleetFocus will be text-based flat files with one row of data per asset or per part.
- AssetWorks will not provide services to manipulate or move data from CAMAS files into AssetWorks provided data templates.
- CAMAS will provide the data to load into in the format of the data load files provided
- CAMAS will provide each test data file and each production data file in the same format.
- CAMAS will use default values for any data element that FleetFocus requires that is not in the data file.
- CAMAS will convert only master equipment records, master part records and summary cost history (summed totals of data by year and month) records.
- AssetWorks will convert only these fields for summary cost history:
 - Fuel Quantity and Cost
 - Alternative Fuel and Cost
 - Repair Labor
 - Repair Parts
 - Repair Commercial Labor
 - Repair Commercial Parts
 - PM Labor
 - PM Parts
 - PM Commercial Labor
 - PM Commercial Parts
 - Meter Readings
 - Equipment Downtime hours
 - Fixed Monthly Costs – broken out to 7 fields
- AssetWorks will not provide services to convert or load any historical work order detail or prior PM/Inspection historical detail (next PM due date and last meter PM performed included) information as part of this scope of work.
- AssetWorks will not provide services to convert current open purchase order detail
- AssetWorks will provide assistance in the form of troubleshooting errors in data load runs and providing direction in the mapping of legacy data elements to FleetFocus fields.
- AssetWorks will provide assistance to load a maximum of 150fleet active assets as well as defined active components; active defined as the ability to write a work order for the asset or component.

- AssetWorks will provide assistance for loading a maximum of 2 inventory locations with a maximum of 15,000 parts per inventory location. AssetWorks will review the 2 inventory location's data prior to load for data integrity purposes to ensure it supports application functionality however, the customer is responsible for the accuracy of the data such as descriptions, part numbers and prior to go live, the quantity on hand and current part price. After the initial 2 inventory locations are loaded, AssetWorks will train the customer on how to load additional inventory locations. The customer will be responsible for ensuring all parts in the data loads were loaded fully into the application and AssetWorks will assist in training on how to verify this using the application and various out of the box reports or ad hoc queries as required.
- All data loads by AssetWorks indicates a one-time load. After initial load data is to be updated manually in the FleetFocus system by the customer for incremental changes up to go live and cutover into a Production system. These data loads are typically done towards the end of the project and shortly before testing, training and go live to minimize any manual updates that might need to be done.
- All data loads are to be reviewed by AssetWorks before being loaded to the Production system before the go live cutover, even if CAMAS is loading the data.

Conversion of Specific Data

AssetWorks and CAMAS will jointly resolve issues arising out of the data translation, including codes (if any) to be changed. AssetWorks will help CAMAS finalize the data mapping and identify the sources for each data element. CAMAS will be responsible for mapping old codes into new codes (i.e., translating) within the data set to be converted.

Data Conversion Testing and Validation

After AssetWorks and CAMAS have jointly documented the data mapping and data load process, CAMAS will test the results from the data extractions. This process will require involvement from CAMAS Information Technology personnel supporting the existing systems.

Deliverables for Data Conversion Services

- One-time load of Fleet Equipment and Component data (adheres to limits listed above)
- One-time load of Parts Inventory data (adheres to limits listed above)
- One-time load of Summary Cost History (adheres to limits listed above)
- Delivery of data load training to customer system administration staff.

Configure Fueling System Import

To provide a very straightforward and flexible solution, AssetWorks proposes that CAMAS use FleetFocus' Automated Fuel Systems screen to define its fuel import. The base application includes this screen, with which end users can create fuel import definitions for use with the Automated Fuel Tickets screen. Using this screen, CAMAS could build its own import for processing fuel transactions from its 3rd party fuel system. This process does require a manual step to import the file.

AssetWorks will assist CAMAS in defining one fuel import from an external source using FleetFocus' fueling system import feature. CAMAS will provide AssetWorks a sample fuel file with appropriate data layout definition documentation for the fuel system's data file. The files shall be fixed width or comma separated.

The below fields are available for import to the Automated Fuel Ticket screen in FleetFocus. Many of these fields use validated lists which must be populated by CAMAS. The data in the import file must match the data available in FleetFocus. This process does not allow for data translation, for example, translating differing fuel types between the 3rd party system and FleetFocus.

- Equipment Identifier
- Date/Time
- Account ID
- Employee ID
- Site/Pump/Tank ID
- Product ID
- Reversal Indicator (must be Y or N)
- Transaction Code (for limiting the type of transaction to be processed)
- State/Province (hardcoded list)
- Vendor ID
- Meter 1/2 readings
- Fuel or Fluid Quantity
- Fuel or Fluid Price (or Fuel or Fluid Total Cost)
- Miscellaneous Cost

Deliverables for Configure Fueling System Import

- Setup one 3rd party fueling system in the FleetFocus Automated Fuel Screen as a template in both production and non-production.
- Run in a test file in the non-production setup and confirm any necessary changes for production.

Existing FleetFocus Integrations

AssetWorks will provide services to implement the following existing FleetFocus integrations. Services are to include setup in FleetFocus, installation of the integration, configuration in MAXQueue (proprietary middleware), testing in a non-production environment and rollout in a production environment. The following existing integrations have been included:

Configure Standard Networkfleet GPS Integration

AssetWorks will provide professional services to configure the Networkfleet GPS integration to FleetFocus. AssetWorks will install and configure the Telematics module to ensure the proper handling of incoming data from Networkfleet. The module and integration assume usage of all FleetFocus settings out of the box and utilizes functionality built within the supported versions, as noted in AssetWorks product documentation.

- Integration is limited to sending meters, diagnostics and faults, and GPS data as provided by the Networkfleet web service.

- Requires the minimum FleetFocus version as noted in AssetWorks Product documentation, subject to change without notice.
- Verizon Networkfleet Terms and Conditions will be included on all orders.
- AssetWorks is not responsible for providing, maintaining or advising on any GPS/AVL provider specific terms/conditions and/or functionality, login access, etc.
- Customer will be responsible for working with the AssetWorks' Professional Services to move the module into a production environment.
- Professional services are presented on a fixed fee basis and do not include applicable taxes.
- Full amount for integration will be invoiced upon installation in a production environment & is due on existing contract terms.

Services Milestone Payments:

- Milestone #1 – Networkfleet Integration Installation in Production Environment = \$6,560 USD

Prepare Standard Test Plan

AssetWorks will first provide its standard test plan. CAMAS is responsible for any changes to the test plan. The test plan will consist of the following functional and data validation test cases:

- Verify the security and access control functions for User Groups
- Add and modify equipment primary information
- Add and modify parts primary information
- Open a repair order and a PM order for an equipment unit
- Charge labor to the work orders and verify the charges of hours and costs
- Charge inventory parts to the work orders and verify the charges of quantity and cost as well as proper inventory relief
- Charge commercial charges to the work orders and verify the charges of labor and parts
- Close the repair and PM orders
- Verify work order charges
- Adjust parts inventory both upward and downward
- Generate a sampling of standard reports and ad hoc queries
- Verify a sample of asset master records
- Verify a sample of part master records

Support System Test Plan Execution

AssetWorks will support the core team conducting a test of the FleetFocus system features to display the converted data in the test environment, according to the above test plan. The objective is to be able to run through the various testing scenarios, validate the data and system configuration, identify areas for adjustments, and facilitate retesting.

This test plan will be executed according to the schedule agreed upon by CAMAS and AssetWorks during the project. AssetWorks will provide remote support for system testing. CAMAS will document the test results.

Deliverable for Testing Services

- Deliver FleetFocus out of the box test scripts to the customer
- Support the customer with questions as customer performs and documents test results

WBS A.7.0 Training Services

The training will be role-based and will differ for trainees from the various organizational and functional areas. Each CAMAS trainee will have the basic skills in the overall use of FleetFocus and strong knowledge of how to use the application in his or her specific job function or area of expertise. The deliverables will not include remedial training for computer skills or any computer-based training.

Training Preparation

AssetWorks will provide its standard training plan, materials and begin scheduling and planning for the training. CAMAS is authorized to tailor the training materials to apply branding and match workflows specific to CAMAS. AssetWorks training materials assume all users are familiar with a Windows environment; the AssetWorks training will not include any Windows or remedial computer training.

The training will cover work order functions; parts and labor posting functions; and other common features and transactions. The topics and workflows included in the training will be those finalized by CAMAS team during the system setup and follow-up tasks. Any deviations in the defined and agreed upon workflow will cause delays and added costs to the training.

AssetWorks will provide a master electronic version for CAMAS Project Manager. CAMAS will produce and provide copies (across all roles) of the final training materials for use during the training sessions. CAMAS will be authorized to reproduce and use any training materials for ongoing training within CAMAS.

Training

AssetWorks will provide up to 32 hours/4 days of system administration and training in the configured base application and add-on modules for the roll-out of FleetFocus (according to the project plan) for up to ten users per class (assuming CAMAS's training facility has a sufficient number of workstations for these training sessions). All training will be held remotely. The topics and workflows included in the training will be those finalized by CAMAS team during the system setup and follow-up tasks. However, CAMAS should remain especially sensitive to necessary last-minute procedural changes or clarifications based on trainee feedback.

AssetWorks will provide System Administrator training for up to ten users (assuming CAMAS's training facility has a sufficient number of workstations for this training). These trainees will be responsible for supporting the FleetFocus application from a technical perspective. The training will cover the following areas of FleetFocus:

- Application logging and troubleshooting
- Notifications/Dashboard Configuration
- Application Security Settings
- Mobile device hardware and software (if applicable)
- End of Period Processing/Table Management
- User and User Group Maintenance
- Interface troubleshooting

Technician Training:

In this course, participants will learn how to use the Technician portal as a maintenance tool to manage tasks they perform on a day-to-basis. In hands-on exercises, participants will practice accessing the system, clocking in and out, viewing work status and

assignments, managing individual time reporting, posting time to work order tasks, changing/adding tasks to work orders, requesting parts and completing PM checklists. Topics to be covered will include:

- Technician Portal overview
- clocking In/Out
- View work status and assignments
- Create new work orders
- Work order main page
- Job on and off task
- Modifying tasks
- Add notes to tasks
- Finding existing work orders
- Posting indirect time
- Viewing daily timesheet
- Assigning service requests
- Viewing work order history
- Creating part requests
- Component Warranty
- Understanding the AssetViewer
- Completing PM checklists
- Work order postings
- Put work order in Work Finished status
- Executing reports

Work Management Training:

In this course, participants will learn how to use the FleetFocus portals (Work Management, Screens, and Reporting) to manage the daily operations within the maintenance areas. In hands-on exercises, participants will practice creating repair and PM work orders, directing employee assignments, accessing equipment work order history, managing service requests, generating PM schedules and executing reports. Training will cover the areas below and additional areas necessary to answer questions regarding shop operations. Topics to be covered will include:

- Work Management Portal overview
- Employee management
- Work order management
- Filtering in the Work Management Portal
- Work order assignment
- Viewing existing work orders
- Creating PM and repair work orders
- Work order main page
- Work order action buttons
- Assigning work to a technician
- Shop Calendar
- Assigning service requests
- Reviewing work order history
- Creating part requests/issues
- Understanding the AssetViewer
- Work order postings (after the fact)

- Posting labor adjustments
- Review and close work orders
- Executing reports
- Web screen navigation

Inventory Management Training

This training is for any individuals who manage parts transactions and inventory management. Topics to be covered will include:

- Enterprise Portal
 - System Operation & Navigation
 - Using the Filter to Search for Data
 - Part Primary
 - Part Location
 - Vendor/Part Information
- Enterprise Purchasing Workflow
- Enterprise Purchasing codes
- Storekeeper Portal
 - Overview
 - Part request management
 - Part request detail
 - Set Notify flag
 - Issue parts
 - Ordering from part requests
 - Purchase order management
 - Updating purchase orders
 - Creating purchase orders
 - Line item overview
 - Receiving parts
 - Deleting lines on a purchase order
 - Returning parts to a vendor
 - Creating a new part
 - Editing an existing part
 - Direct Issues
- Enterprise Portal
 - Stock replenishment
 - Part transfers
 - Parts adjustments
 - Inventory counts
- Executing reports

CAMAS will identify at least one “key user” on each shift to closely support the cutover, particularly after the training concludes. This individual will be responsible for answering initial end user questions and, most importantly, implementing subsequent changes or alterations to the documented procedures. AssetWorks recommends that these “key users” be those that attended the core team training sessions described above.

Deliverables for Training Services

- Deliver FleetFocus training agenda
- Deliver FleetFocus electronic training material
- Deliver FleetFocus System Administrator training
- Deliver FleetFocus Technician training
- Deliver FleetFocus Work Management training
- Deliver FleetFocus Inventory Management training

Production Cut Over

CAMAS will commence live operations using FleetFocus. AssetWorks staff will provide up to 40 hours of go live preparation and remote “go live” assistance for CAMAS operation. This step is critical to success.

During the post-implementation period, AssetWorks will provide support during normal working hours. When possible and agreed, AssetWorks will provide support to multiple shifts on a given day (e.g., by covering the last four hours of one shift and the first four hours of a second shift).

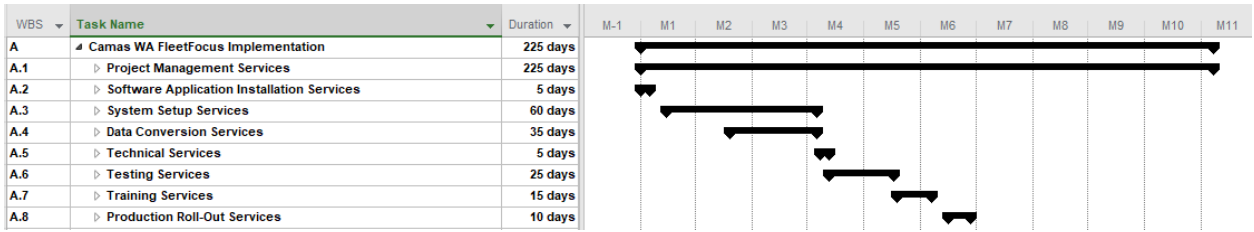
AssetWorks will remain closely involved during this very critical period. AssetWorks will have one resources available remotely during the go live week. After the first week, AssetWorks will be available remotely on an as-needed basis to answer questions and make sure the cut-over is progressing well. Of course, additional on-site and off-site support is available to CAMAS under a separate Statement of Work.

Deliverable for Production Roll-Out Services

- Customer begins use of FleetFocus in a live production operation

Preliminary Schedule

AssetWorks proposes the following schedule to accomplish the tasks described below. This schedule is subject to change and dependent upon individual conditions and circumstances encountered during the project. AssetWorks will work with CAMAS’s project team during project kick-off to finalize the project schedule, which might extend the timeline below.



Professional Services engagements have an 8-12 week lead time from contract execution. Named AssetWorks resources are assigned after contract execution.

Assumptions

The following general assumptions apply to this proposal:

General

- Professional services other than interface and enhancements will be provided on a Time & Materials basis. Any interfaces and enhancements will be provided on a fixed fee basis as well as any existing integrations listed in the Technical Services section of the SOW with specific milestone amounts.
- All professional services delivered will be invoiced at the beginning of each month following their delivery.
- For all time and materials work provided in this Scope of Work as noted above, a signed change order and/or other legally approved amendment must be provided from the customer in order to proceed with the billing of additional costs not contained in this scope of work. The only exception being travel costs as that is variable and travel is provided as an estimate.
- Any onsite services provided are done so as a minimum of three (3) days onsite and require a minimum of eight (8) hours a day to be billed by an AssetWorks' resource or four (4) hours if the resource is available for an additional half day.
- Only those optional modules identified in the accompanying license agreement are to be implemented and are included in this Statement of Work.
- Optional modules purchased after implementation has begun will require a change order or separate statement of work for services related to installation, configuration and training.
- Travel expenses will be reimbursed as incurred. Expenses include actual costs for lodging, air and ground travel and per diem rates for meal expenses (corporate rate/government agreement).
- This Statement of Work does not include any costs associated with third party vendors or software not already provided by AssetWorks that may be needed to complete the implementation.
- AssetWorks is the author, owner, distributor and sole source provider of fleet management software, professional services and maintenance services for the FleetFocus™ family of products which includes FleetFocus, FA, M5, MCMS, M4 and FleetFocus™. Use of the products is subject to the Software License Agreement.
- If this order is abandoned/paused by the CAMAS for any reason mid-effort, the CAMAS will be billed for all of AssetWorks time incurred at the current contracted labor rate.

Project Delays

- When Professional Service days are contracted, they are removed from AssetWorks' capacity and considered sold to the customer, and as a result AssetWorks makes financial plans based upon the revenues it expects to achieve from the full performance of the contract. It is impossible for AssetWorks to know in advance whether or under what circumstances it would be able to resell the service days if the customer does not use them, either as the result of delaying or canceling meetings, tasks or deliverables. In most instances, when customers do not use the contracted time, AssetWorks is unable to resell those days or services. Even when days or services may be resold, it is costly to re-market the services, and such efforts divert effort to do so. While customer days have been held out of AssetWorks' capacity planning, AssetWorks may have turned away or delayed the start of other customers in order to meet AssetWorks' commitment to the customer. For these reasons, AssetWorks and the customer agree that in the event of delay or cancellation of scheduled project tasks and meetings at the customer's request within two weeks of execution, AssetWorks shall be due compensation equal to the contracted amount to deliver the services cancelled including any travel expenses incurred in preparation for the delayed or cancelled services.

Customer Resources

- All functional and operational groups who will be using and/or impacted by the new system should participate in all the sessions which will be conducted once. Repeating previously run sessions may require a change order for additional project budget.
- CAMAS will provide the resources described in this Statement of Work to insure a successful implementation of the products.
- CAMAS will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for AssetWorks' Customer Support department.
- All key CAMAS project team resources will be committed to the project as of the project start date.

- CAMAS commits to training appropriate functional and technical resources as required.
- CAMAS is responsible for all manual data entry.
- CAMAS will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining the requirements of the system. If additional meetings are required to repeat discussions due to the unavailability of CAMAS resources, additional cost will be invoiced.
- AssetWorks will provide on-site training to CAMAS (as outlined above) in a classroom environment suitable for training. AssetWorks recommends class size to not exceed 10 users to ensure proper attention can be given to individual users and maintain the needed pace to ensure training sessions are completed in a timely manner consistent with the training schedule.
- CAMAS will be responsible for preparing the training facility. The training facility should include hardware comparable to that found in the actual work place. Some end-user training can take directly in the storerooms or on the shop
- All training sessions will be based on standard application training materials. CAMAS will be responsible for customizing training materials to meet its implementation requirements.
- CAMAS will make appropriate technical resources available to AssetWorks' consultants.
- In the event that CAMAS schedules on-site services and due to circumstances within CAMAS's control AssetWorks' scheduled personnel are unable to perform such services, AssetWorks will be entitled to payment for each such scheduled personnel on the basis of an 8-hour day.
- AssetWorks will need assistance from CAMAS to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

Infrastructure

- CAMAS will provide a project work area and infrastructure at the centralized implementation location appropriate for the size of the combined CAMAS/AssetWorks project team. This infrastructure should include desks, chairs, telephones, and workstations with network access to printers and to the applications and implementation databases.
- AssetWorks' consulting estimates do not include installation and/or configuration of any computer hardware and peripheral equipment.
- CAMAS will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).
- If CAMAS hosts the application, CAMAS will be responsible for establishing access to the FleetFocus™ Application, and DBMS servers, providing all supporting software, hardware, and connectivity for the application server.
- The Web server must use Microsoft IIS.
- Acquisition, installation, testing, support, and tuning of any additional required application software, hardware, RDBMS, other software, peripherals and communications infrastructure will be the responsibility of CAMAS if CAMAS is hosting the application.
- CAMAS will verify that the hardware environment is installed, configured and operating over the network before scheduling the Software Installation if CAMAS is hosting the application.
- CAMAS is responsible for providing browser access to the FleetFocus™ application.
- CAMAS is responsible for providing and maintaining TCP/IP connectivity with sufficient bandwidth from all user workstations to the FleetFocus™ servers.
- System, server, and workstation backups are the responsibility of CAMAS. This includes the development and execution of the system backups and recovery programs if CAMAS is hosting the application.
- CAMAS is permitted to implement a disaster-recovery environment, however unless specifically included in this proposed Statement of Work, AssetWorks is not responsible for the installation, configuration or support of this environment if CAMAS is hosting the application.
- CAMAS will receive all standard, out-of-the-box reports with the purchase of the reporting module; the reporting module leverages the Crystal Reports Server OEM Edition license. A non-production and production reporting environment will be implemented.
- CAMAS will implement a single production FleetFocus™ database. A test database instance will also be implemented.
- CAMAS will implement this solution such that all assets will be in a single production FleetFocus™ database.
- CAMAS personnel assume the responsibility for applying software patches if CAMAS is hosting the application.
- The following information technology services are not included in this Statement of Work: network connections; telecommunications network(s); operating system, network and database administration; disaster recovery planning; the acquisition, installation, testing and tuning of any required hardware, operating software, peripherals and communications infrastructure.

- A separate start-up fee will be invoiced following the contract execution for the installation of CAMAS's AssetWorks at the site.

Project Management and Risk Factors

- CAMAS and AssetWorks will agree on scope, services, and deliverables for optional modules and services prior to the Notice to Proceed.
- CAMAS project manager will be responsible for obtaining any required authorizations, approvals and/or signoffs by CAMAS related to project deliverables and project progression in a timeframe in alignment with the project work plan. Delays to this process as well as any CAMAS tasks not completed within the work plan timeframe will be subject to the Change Order Management process, delayed deadlines, and increased services fees.
- This Statement of Work does not include the expenses associated with CAMAS or CAMAS resources assigned to the project.
- CAMAS remains responsible for all integration effort not described in this Statement of Work
- The project schedule is contingent upon the timely attainment of several external milestones that are outside the control of AssetWorks. Examples include but are not limited to the acquisition of the requisite software licenses and hardware and the approval of requisite capital appropriation requests as required.
- Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and CAMAS will discuss these changes in good faith at their earliest opportunity.
- This proposed Statement of Work includes implementation support for only those optional modules, interfaces, and modifications listed in the task list. Any change to the proposed Statement of Work, particularly the implementation services, data conversion, interfaces, and application modifications, will be documented and follow the same procedures for new enhancements or change orders.
- Unless otherwise noted, all integration, enhancement and report development effort quoted in this proposed Statement of Work are an estimate based on AssetWorks' experience providing similar services for other clients based on our current understanding of the requirements. AssetWorks will develop a detailed Development Specification for all services before proceeding with any development.
- This Statement of Work includes services to determine CAMAS's requirements and preparing the development specifications and quotes for only those development items identified in this Statement of Work. Any requirement analysis and specification work for additional items not identified in this Statement of Work would be done on a time and materials basis.

Technical Services / Interfaces

Custom Reports Standard Terms

- All custom reports require a licensed and installed Reporting Module in a non-production and production environment for reports to be run from the FleetFocus FA web portal.
- If AssetWorks is contracted to make modifications to a CAMAS created report and identifies areas with incorrect design and/or data, AssetWorks will notify the CAMAS immediately. If the CAMAS requires AssetWorks to resolve the issue, it will require a change order.
- CAMAS is responsible for working with AssetWorks' Professional Services to provide their business process and identify specific system data mapping/elements requirements for the purposes of developing an approved functional and technical specifications for AssetWorks' Development to proceed with building a custom report.

Product Enhancements Standard Terms

- For all product enhancements, full and final design details will be determined by AssetWorks Product Management during the internal scoping process and discussed with the CAMAS. Exact naming conventions and fields are subject to change upon creation of the specification document and final design by AssetWorks.
- For all product enhancements, if the quoted design details are requested to change, all other noted scope and assumptions are negated and a re-quote or change order will be required.

Custom Interfaces Standard Terms

- The custom interface(s) assumes usage of all FleetFocus FA settings out of the box (i.e. user security rights by screen level, no PMs on repair orders, requirement of work accomplish codes on tasks, etc.), no additional rules outside of

standard application logic are to be used such as advanced lookups or data transformations unless noted above in the custom interface(s) scope, terms and assumptions sections.

- The custom interface(s) assumes that only fields currently available within FleetFocus FA are available to be sent and all fields utilized adhere to the FleetFocus data type and field length of the specific field, unless noted in the interface(s) scope, terms and assumptions sections.
- Interface is quoted for only supported versions and only for a specific version if noted above in the CAMAS interface(s) scope, terms, and assumptions section.
- This interface will be delivered in a future release if specified or a custom package for CAMAS's current version, as determined by AssetWorks during development phase.
- Interface errors or rejects will be sent to the MAXQueue error handler to review/reprocess. CAMAS is responsible for management of errors/rejects; standard error processing rules and logic of FleetFocus FA will apply, unless noted in the interface(s) scope, terms, and assumptions sections.
- CAMAS is responsible for any errors outside of FleetFocus from any external system, and these will not be processed through FleetFocus FA.
- CAMAS is responsible for working with AssetWorks' Professional Services to provide their business process and identify their specific 3rd party system data mapping/elements requirements (i.e. web services, XML, APIs, etc.) for the purposes of developing an approved functional and technical specifications for AssetWorks' Development to proceed with building a custom integration.
- If the integration is scoped to accept attachment transfers, the CAMAS must send one file per transaction and must send them in the FleetFocus FA supported format.
- Interface is quoted for only supported versions and assumed logic is quoted utilizing the latest major build release.
- All custom interface(s) require a licensed and installed MAXQueue Module in a non-production and production environment.

All Custom Deliverable(s) Standard Terms

- All services will be performed remotely using web teleconferencing, unless otherwise noted.
- Non-production and production are required to be on a generally available (GA) release and the supported version(s) per assumptions noted above for custom deliverable(s).
- CAMAS may be required to upgrade, if FleetFocus FA business logic changes in future releases that impacts the dependencies for the custom deliverable(s).
- Upgrade services for FleetFocus FA are not included, unless otherwise noted.
- Non-hosted CAMAS is responsible for maintaining AssetWorks' recommended server architecture requirements for optimal system performance.
- If CAMAS changes their database type after signing design specifications a change order will be required.
- CAMAS is responsible for working with AssetWorks' Professional Services to provide their business process and identify their specific 3rd party system data mapping/elements requirements (i.e. web services, XML, API, etc.) for the purposes of developing an approved functional and technical specifications for AssetWorks' Development to proceed with building a custom integration.
- CAMAS is responsible for coordinating and sending requested sample data files, web services schemas, coordinating FTP file transfers and any other technical information such as the required 3rd party system mapping of data elements and/or files requested by AssetWorks for functional and technical specification(s) creation, development and/or quality assurance purposes.
- If using web services or APIs, the CAMAS must provide a fully maintained web service and API. The interface assumes the 3rd party technology is available within the FleetFocus FA standards to be able to access these methods and services. The CAMAS's system must be capable of providing AssetWorks with the proper services and/or connections so that FleetFocus can distinguish data updates such as "INSERT" and "UPDATE" data and send items using triggers rather than timers. FleetFocus FA will process each change in this method specified, as it is received. FleetFocus FA assumes no call backs from 3rd party system web services or APIs that require additional data transformations.
- For AssetWorks to begin development, an approved custom deliverable specification(s) with data mapping to the FleetFocus FA database must be reviewed, approved, and signed by the CAMAS; this includes any iterations after the initial approval.
- Approval of all functional and technical specifications are required by the CAMAS within 30 days of delivery by AssetWorks.

- Signed functional and technical specification(s) take precedence on all design and development.
- If a CAMAS's internal systems (i.e. ERP) require any additional analysis, configuration and/or development to support the proposed custom deliverable(s), AssetWorks assumes the CAMAS will provide internal resources to immediately resolve any work and/or process resolution needed to support the agreed upon project timeline. If AssetWorks is required to assist, a change order will be necessary.
- CAMAS will make appropriate technical resources available to AssetWorks' consultants and have all of the necessary and appropriate personnel at meetings for the purpose of defining the requirements of the system and project.
- CAMAS will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for the AssetWorks' Professional Services and CAMAS Care team.
- Development delivery timelines will be set upon signature of the specification by the CAMAS; average scheduling is within a 90-delivery window post-signature, though can vary based on date of signature. These dates will be coordinated as part of the project plan once specifications are signed.
- Testing is the CAMAS's responsibility and expected to be completed within 30 days of delivery of the custom deliverable(s) by AssetWorks, unless otherwise noted. If the custom deliverable(s) are a product enhancement, the CAMAS will be required to complete testing in the first available version containing the product enhancement, including an early delivery release if made available.
- CAMAS is responsible for the setup of all FleetFocus FA data that is required to support the custom deliverable(s), unless otherwise noted.
- AssetWorks assumes CAMAS utilizes an internal system administrator to maintain all aspects of FleetFocus FA configuration, user training and system administrator duties as required to support this custom deliverable(s).
- CAMAS will be responsible for working with the AssetWorks' Professional Services and CAMAS Care teams to move the custom deliverable(s) into a production environment.

Logistical and Scheduling Support

AssetWorks will need assistance from CAMAS to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

Procedures for Handling Change Orders

If there is a change to the scope, or additional requirements to the project, these will be documented in the project change log, and the AssetWorks PM will review these potential changes with the CAMAS PM to determine the need and priority for the change. If the change is something that will be required, then the next determination would be who will be responsible for executing the change, if the change will result in a change of scope requiring additional support or effort from AssetWorks a formal change order request will be developed and provided to CAMAS for review and approval to be added to the scope of work. Any changes to the scope of work will be reflected in the project decision log and will result in updates to the project scope of work, schedule, and budget, including the addition of any additional milestones. Only after all parties agree on the need for the change, and the plan for integrating the change into the overall implementation project plan, would AssetWorks begin work on this change.

Confidentiality

This proposed Statement of Work (SOW) contains CONFIDENTIAL INFORMATION of AssetWorks LLC. In consideration of the receipt of this document, CAMAS agrees to not reproduce or disclose this information except to CAMAS employees directly involved on a "Need to Know" basis.

The AssetWorks Online Master is between the entity ("Customer") stated on the Order Form ("Order Form"), and AssetWorks LLC ("AssetWorks"). It consists of the terms and conditions listed below, as well as the details on the Order Form (together, the "Agreement"). It is effective on the date the Order Form is signed by both parties ("Effective Date").

Unless Customer has a separate written and signed agreement with AssetWorks, the Order Form is subject to the following terms and conditions. Your right to use the products and services is conditioned upon acceptance of this Agreement.

These terms shall apply to the products, software and services on the Order Form as applicable:

- Attachment 1 Software License Terms
- Attachment 2 Software Maintenance Terms
- Attachment 3 Professional Services Terms
- Attachment 4 Hosting Terms
- Attachment 5 Hardware Terms

1. FEES AND PAYMENT. For recurring services, unless otherwise stated in the Order Form, AssetWorks shall invoice Customer in advance. All invoiced fees shall be due and payable within 30 days of the date of an invoice. For Professional Services, invoices shall be sent either monthly or upon completion of milestones (as defined in the SOW) and include charges defined in the Order Form unless otherwise specifically stated in the Order Form. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset.

Any amounts not paid when due will be subject to interest accrued at 12% per annum compounded quarterly, which interest will be immediately due and payable from the due date for payment until the date of actual receipt of the amount in cleared funds by AssetWorks. Interest payments that are accrued during billing disputes will be credited back to the Customer if said dispute is found to be through no fault of the Customer.

Customer will be considered delinquent if payment in full is not received 45 days from the date of the invoice. AssetWorks reserves the right to suspend or terminate this Agreement and Customer access to the Service if the Customer account becomes delinquent and is not cured within 10 days. Customer will continue to be charged and hereby agrees to pay for Service during any period of suspension. Customer's failure to pay any invoice after this 10 day period shall constitute a material default hereunder and shall entitle AssetWorks to exercise any and all rights and remedies provided herein or at law including a suspension of Services under the Agreement. If Customer or AssetWorks initiate termination under any provision of the Agreement other than under Section 4, Customer will be obligated to pay the balance due for the remainder of the term for its account computed in accordance with the Order Form. Customer agrees that it shall be billed for such unpaid fees. In the event of a dispute between the parties that does not result in a termination of the Agreement, Customer agrees to make all Monthly Service Fee payments due under the Agreement pending the resolution of the dispute.

Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay AssetWorks in full for Services provided to Customer under this Agreement within 30 days of the invoice date.

2. TERM. The Term of the Agreement shall commence as of the Effective Date and shall continue for 5 years ("Initial Term") unless terminated earlier as set forth below. At the end of the Initial Term, the Agreement shall automatically renew for successive 1-year terms unless or until either party provides the other party with written notice of non-renewal at least 90 days prior to the end of the then current term.

3. WARRANTY DISCLAIMER. Except as expressly set forth herein, AssetWorks disclaims all warranties relating to the services or deliverables provided hereunder, including but not limited to any warranty of fitness for a particular purpose or merchantability.

4. TERMINATION FOR DEFAULT. A Default shall occur if: (1) a party fails to perform any of its material obligations under the Agreement and such failure remains uncured for 30 days after receipt of written notice thereof; or (2) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors.

If Default occurs, the non-defaulting party, in addition to any other rights available to it under law or equity, may withhold its performance hereunder or may terminate the Agreement by written notice to the defaulting party. Unless otherwise provided in the Agreement, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

If Customer terminates this Agreement other than pursuant to this Section 4, a Service Termination Fee equal to 100% of the current Annual Service Fees times the number of remaining years in the Term of this Agreement.

5. GOVERNING LAW; VENUE. The Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania without regard to choice of law principles. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and Federal courts in the State of Pennsylvania. Both parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.

6. ASSIGNMENT. Neither the Agreement nor any duties or obligations hereunder shall be assigned or transferred by Customer without the prior written approval of AssetWorks, which approval may be withheld in the reasonable judgment of the AssetWorks. Customer agrees that AssetWorks may assign its obligations to a third party subject to Customer's written approval of such change, but AssetWorks shall remain responsible for performance under the Agreement. All fees will remain intact as outlined in the Order Form.

7. SEVERABILITY. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

8. ENTIRE AGREEMENT. The Agreement and any schedules and exhibits thereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided

hereunder. It is understood that terms and conditions, if any, included in Customer's purchase order or similar document are for Customer's purposes only and any provisions contained therein shall have no effect whatsoever upon this Agreement.

9. FORCE MAJEURE. Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"), however, nothing in this section shall relieve Customer of the obligation to make payments for any products or services provided by AssetWorks. Any delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

10. LIMITATION OF LIABILITY. Customer agrees that AssetWorks' total liability to Customer for any and all damages whatsoever arising out of or in any way related to this Agreement or any amendment to this Agreement, from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the amount of fees paid to AssetWorks in the 12 months preceding the date on which the claim arose.

In no event shall AssetWorks be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss or corruption of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if AssetWorks has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

11. WAIVER. No provision of the Agreement may be waived unless in writing, signed by both of the parties hereto. Waiver of default of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent default of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

12. AMENDMENTS, SUPPLEMENTS. The Agreement may be amended or supplemented only by the mutual written consent of the parties' authorized representative(s).

13. BINDING EFFECT, BENEFITS. The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of the Agreement.

14. HEADINGS. The Section headings in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Section.

15. AUTHORIZATION. Each of the parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

16. RELATIONSHIP OF PARTIES. The relationship of the parties shall at all times be one of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.

17. CONFLICTING PROVISIONS. This Agreement and all of the exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any Attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein. Any terms in a Customer purchase order are deemed to be for Customer's own use and are specifically rejected by the Terms of this Agreement.

18. COUNTERPARTS. The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. SURVIVAL. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive for the applicable statute of limitations period.

20. NOTICE. Any communication or notice hereunder must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) 3 days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated on the Order Form. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

21. DISPUTES. In the event of any dispute arising in the performance of this Agreement, AssetWorks and the Customer will seek to resolve the dispute through good faith, amicable discussions and negotiations. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.

22. COUNSEL. By acceptance of this Agreement, each of the Parties acknowledges and agrees that it has had an opportunity to consult with legal counsel and that it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by the Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

Attachment 1 – Software License Terms

1. SOFTWARE LICENSE

A. AssetWorks grants to Customer a non-exclusive, perpetual (subject to Section 4 below) non-transferable license for the number of units (Software) specified in the purchase order (Order Form). Except as provided above, use of Software in excess of limits defined in the Order Form requires additional licensing fees. Customer's license is to use the Software in its own business; Customer has no right to use the Software in processing work for third parties.

B. Customer shall have the right to use only one copy or image of the Software for production purposes and shall not copy or use the Software for any other purpose except (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the Software, provided such testing copy shall not be used in a live production environment. Software may be licensed on a per-set basis, a number of Active Equipment Unit basis, or other basis as described on the Order Form (License Restriction). Customer may increase the License Restriction at any time by executing a subsequent Order Form and paying in full the applicable fees. "Active Equipment Unit" shall mean any in service unit to which work orders, fuel tickets, or usage tickets are posted, but shall not include retired equipment.

C. If any third party software is provided to Customer pursuant to this Agreement, such license shall be in accordance with terms set forth in the Order Form.

D. Source Code shall mean software in human-readable form, including all appropriate programmer's comments, data files and structures, header and include files, macros, make files, object libraries, programming tools not commercially available, technical specifications, flowcharts and logic diagrams, schematics, annotations and documentation reasonably required or necessary to enable a competent independent third party programmer to create, operate, maintain, modify and improve such software without the help of any other person, and with data files containing Source Code in standard ASCII format readable by a text editor.

E. Except as expressly authorized under this Agreement, Customer shall not (i) sell, rent, lease, timeshare, encumber, license, sublicense, transfer or assign the Software or Documentation; (ii) attempt to decompile, disassemble or reverse engineer the Software in whole or in part, or otherwise attempt to derive the Source Code of the software.

2. NON-DISCLOSURE

A. Subject to the other paragraphs in this Section, Customer agrees that the Software shall be held in confidence by Customer and shall not be disclosed to others without the prior written consent of AssetWorks, which may be withheld by AssetWorks in its sole discretion. This obligation to hold confidential does not apply to any portion of the Software (1) developed by Customer and in Customer's possession prior to the receipt of same from AssetWorks; (2) which at the time of disclosure is part of the public domain through no act or failure to act by Customer; or (3) which is lawfully disclosed to Customer without restriction on further disclosure by another party who did not acquire same from AssetWorks.

B. AssetWorks provides documentation for the Software electronically. The Customer may copy, in whole or in part, any such documentation relative to the Software for Customer's internal use consistent with this Agreement.

C. Customer's records with regard to use of the Software shall be made available to AssetWorks at all reasonable times at AssetWorks' request to audit Customer's compliance with this Agreement, and Customer shall certify to the truth and accuracy of such records.

3. LIMITED WARRANTIES

A. AssetWorks represents that it has the right to license the Software to Customer as provided in Section 1. AssetWorks further represents that the Software will conform to the description contained in the documentation provided or published by AssetWorks ("Documentation") In the event the Software fails to conform to the description contained in the Documentation, AssetWorks' sole obligation shall be to correct the errors as detailed in this Section. This limited warranty is in lieu of all liabilities or obligations of AssetWorks for damages arising out of or in connection with the delivery, use or performance of the Software. This warranty extends for a period of 90 days following the date the Software is made available to Customer.

B. AssetWorks does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any mobile or wireless network, or any information stored in any system connected to the internet or to any mobile or wireless network. AssetWorks shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Customer's connection to or use of the internet or of any mobile or wireless network.

C. AssetWorks will not be liable to Customer or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to Customer's use of the Software insofar as such Software may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.

D. AssetWorks will defend, at its own expense, any action brought against Customer to the extent that it is based on a claim that the Software supplied by AssetWorks infringes a Worldwide patent or copyright, and AssetWorks will pay those costs and damages finally awarded against Customer in any such action that are attributable to any such claim; provided, such defense and payments are conditioned on the following: (1) that AssetWorks shall be promptly notified in writing by Customer following its receipt of any such claim; (2) that AssetWorks shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; (3) should the Software become, or in AssetWorks' opinion is likely to become, the subject of a claim of infringement of a Worldwide patent or copyright, then Customer shall permit AssetWorks, at its option and expense, either to (A) procure for Customer a non-infringing license to use the Software; (B) modify the Software so that it becomes non-infringing; (C) procure for Customer a depreciated credit for the Software and accept its return. Depreciation shall be an equal amount per year over the lifetime of the Software, which the parties agree shall be 5 years. AssetWorks shall have no liability to Customer under any provision of this clause with respect to any claim of patent or copyright infringement that is based on Customer's unauthorized use or combination of the Software with software or data not supplied by AssetWorks as part of the Software.

E. Customer agrees to indemnify and defend AssetWorks against any claims made by any third party against AssetWorks arising out of Customer's use of the Software unless such claims are due to the negligence or willful misconduct of AssetWorks.

F. The warranty period for the Software shall extend for a period of 90 days from the date of delivery of the Software, but in no event later than the date of execution of this Agreement. During the warranty period, in the event that the Customer encounters an error and/or malfunction whereby the Software does not conform to the description in the Documentation, AssetWorks sole responsibility under this Limited Warranty is as follows:

1. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, there exists an error or nonconformance to the Documentation, AssetWorks will take such steps as are reasonably required to correct the error with due dispatch.
2. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, the error or nonconformance to the Documentation does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the error and distribute the correction to the Customer in accordance with AssetWorks' normal Software revision schedule.

THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS AND WARRANTIES. ASSETWORKS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ASSETWORKS DOES NOT WARRANT THAT ANY PRODUCTS WILL BE ERROR-FREE, OR THAT ANY DEFECTS THAT MAY EXIST IN ITS PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL ASSETWORKS BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA), HOWEVER CAUSED WHETHER OR NOT ASSETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. TERMINATION

A. The license conveyed pursuant to Section 1 may be terminated by AssetWorks in the event of breach or default by Customer under this Agreement provided AssetWorks notifies Customer in writing of the breach or default and Customer does not correct same within 30 days of AssetWorks' written notice.

B. In addition, Customer shall have the right to terminate the Software License at any time; provided such termination shall not relieve Customer of its obligations (1) to pay any remaining unpaid balance for the total software license fee (as per the Order Form, and (2) to honor the Professional Services Terms and the Software Maintenance Terms attached hereto,.

C. All Software and Documentation shall be and will remain the property of AssetWorks. Upon termination of this Agreement, whatever the reason, such Software and Documentation and any copies thereof made by Customer pursuant to Section 2 shall be promptly returned to AssetWorks.

Attachment 2 – Software Maintenance Terms

1. **Term.** Maintenance shall commence immediately upon software installation Date and shall have a term of 12 months. The term shall automatically renew each year thereafter for an additional 12 month period unless terminated as set forth below.

2. **Correction of Deviations.** In the event that the Customer encounters an error and/or malfunction ("Deviation") in the Software, it shall communicate the circumstances and any supporting information to AssetWorks. Upon receipt, AssetWorks will respond as follows:

a. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to the Customer in accordance with AssetWorks' normal Software revision schedule.

b. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer there exists a Deviation that does constitute a serious impediment to the normal, intended use of the Software, AssetWorks will take such steps as are reasonably required to correct the Deviation.

3. Software Revisions and New Versions

a. The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:

- i. Revisions that the Customer is obliged to implement ("Mandatory Revisions");
- ii. Revisions that may be implemented by the Customer at its option ("Optional Revisions").

No charge shall be made to the Customer for either Mandatory Revisions or Optional Revisions while under a current Maintenance Agreement.

b. New products ("New Products") may be added to the Software by AssetWorks from time to time. Compared to a Revision, New Products substantially improve the performance of the Software and/or substantially increase its functionality and capability. AssetWorks, in its sole discretion, shall decide which upgrades and improvements will be issued as Revisions without charge and which shall be issued as New Products for which there may be a charge.

4. **Telephone Hotline Assistance.** AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests, Monday through Friday, excluding State holidays, during normal business hours, that may be made by the Customer relating to the application and operation of the Software. At other times such personnel are available by pager for emergencies.

5. **Technical Literature.** AssetWorks shall make available to the Customer all technical literature in electronic format that is considered by AssetWorks to be relevant to the Software and its use within the scope of Customer's operations.

6. Proper Use

a. Customer shall not modify the Software or Source Code as defined in the Software License Terms unless specifically authorized by AssetWorks in writing.

b. The Customer agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused or modified without the express written permission of AssetWorks.

- c. In the event that the Customer or its agents misuses or modifies the Software or data files, including, but not limited to, inserting, deleting or otherwise modifying data through a means other than the Software, although AssetWorks is not obligated to correct such misuse, AssetWorks shall be entitled to attempt to correct the situation, if possible, at Customer's expense.
- d. In the event that diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and the Customer, relates to problems not caused by a Deviation in the Software, such assistance shall be at the Customer's expense.

7. **Software Maintenance Fee – Paid Up License.** In consideration of the Maintenance services to be provided by AssetWorks for the initial 12 month period hereunder, Customer shall pay to AssetWorks an amount set forth in the Order Form or Invoice. For each 12 month period thereafter, Customer will pay to AssetWorks fees in accordance with this Agreement.

8. **Additional Software Maintenance Fee – Paid Up License.** In the event the Customer acquires AssetWorks Software licenses in addition to the Software previously provided under this Agreement (the "Additional Software"), the Maintenance shall automatically be extended to cover the Additional Software, and the Customer shall pay an additional annual Maintenance fee in an amount equal to 20% of the then current license fee for the Additional Software at the time of acquisition.

In the event that Customer purchases any custom interfaces, APIs or other software (Developed Software), AssetWorks may also charge maintenance on the Developed Software in an amount equal to 20% of the cost of the Developed Software.

9. **Other Fees and Expenses.** If onsite maintenance is required, Customer will pay reasonable travel and living expenses of AssetWorks' employees or agents, which shall be billed and paid as the expenses are incurred.

10. **Payment Terms.**

- a. Annual payments for Maintenance will be due in advance of the commencement of the initial 1-year term of the Maintenance and on each anniversary thereafter.
- b. AssetWorks reserves the right to change the annual Maintenance fee by providing Customer written notice of the increase at least 30 days prior to any scheduled renewal date.

11. **Default and Termination.**

- a. The Customer shall have the right to terminate Maintenance upon delivery of written notice at least 90 days prior to any scheduled renewal date.
- b. AssetWorks may cancel Maintenance in the event that the Customer does not implement a Mandatory Revision within 60 days of receipt thereof or such longer period as AssetWorks may consent to in writing. In the event that Customer does not implement a Mandatory Revision within 30 days following receipt of written notice from AssetWorks of Customer's failure to implement a Mandatory Revision, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the Customer.
- c. In the event of any breach of the terms and conditions of this Agreement by the Customer, AssetWorks will, by written notice to the Customer, give the Customer a period of 30 days within which to institute remedies to correct such breach. In the event that such breach has not been corrected to AssetWorks' satisfaction within said 30 day period, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the Customer.
- d. In the event that Maintenance is terminated by AssetWorks, AssetWorks shall have no continuing obligations to the Customer of any nature whatsoever with respect to Maintenance. Furthermore, termination by AssetWorks pursuant to the provisions of this Agreement shall be without prejudice to any right or recourse available to AssetWorks, and without prejudice to AssetWorks' right to collect any amounts, which remain due to it hereunder.

Attachment 3 – Professional Services Terms

1. **Services / Statement of Work.** AssetWorks will perform the professional services ("Services") described in the Statement of Work ("Statement of Work"). The terms of this Attachment 3 shall control any additional or future Statements of Work that may be executed by the parties during the Term of the Agreement. No Statement of Work shall be of any force and effect unless and until executed by both AssetWorks and Customer.

2. **Price and Payment Term**

- a. Each Statement of Work will either be on a time and material basis or a fixed price basis, specified in the Statement of Work. The Statement of Work may or may not include a definitive list of "Deliverables" that must be completed by AssetWorks. In some instances, the Statement of Work will include a date by which "Deliverables" must be completed.
- b. In the event that Services result in greater AssetWorks duties than contemplated by the Statement of Work, Customer will work closely and in good faith with AssetWorks to modify the Statement of Work to ensure that the Customer's requirements are addressed and AssetWorks' fees shall be adjusted to reflect increased Customer requirements.
- c. Unless specifically addressed in the Statement of Work, all travel and expenses incurred will be extra and billed at the time of incurrence.
- d. Invoiced amounts are due and payable 30 days from the date of the invoice. The preferred means of payment is by electronic funds transfer (EFT). EFT payments can be accomplished as either a Funds Transfer (Fed Wire) or Direct Deposit (ACH).
- e. Custom modules, interfaces and other software can be placed under the AssetWorks Software Maintenance program.
- f. AssetWorks reserves the right to apply a late payment charge of 1.2 % per month, or the maximum rate permitted by law if lower, to amounts outstanding more than 30 days after the date of the invoice and AssetWorks retains the right, in AssetWorks' sole discretion and in addition to its other rights and remedies, to cease further performance of the Statement of Work.
- g. Bill to Address. The invoice will be mailed to the Customer address on the Order Form unless otherwise indicated in the Statement of Work.

3. **Resources to be Provided by Customer**

- a. Customer shall provide, maintain and make available to AssetWorks, at Customer's expense and in a timely manner, the resources described in this Section 3, the Statement of Work, and such other additional resources as AssetWorks may from time to time reasonably request in connection with AssetWorks performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the Price.
- b. Customer will designate qualified Customer personnel or representatives to consult with AssetWorks on a regular basis in connection with the Services. Customer will furnish such documentation and other information as is reasonably necessary to perform the Services.

- c. Customer shall furnish access to Customer's premises, and appropriate workspace for any AssetWorks personnel working at Customer's premises, as necessary for performance of those portions of the Services to be performed at Customer's premises.
- d. Customer shall meet all assumptions noted on the Statement of Work.
4. **Subcontractors.** AssetWorks may engage subcontractors to assist in performing Services without the prior written consent of Customer; provided, AssetWorks shall supervise such sub-contractors and the Services performed by them to the same extent as if AssetWorks performed the work.
5. **Confidentiality**
- a. Because either party may have access to information of the other party that the other party considers to be confidential or proprietary ("Confidential Information"), each party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable Statement of Work. Nothing herein will be deemed to restrict a party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations.
- b. Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing party; (iii) the disclosing party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.
- c. Because of the unique nature of the Confidential Information, each party agrees that the disclosing party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section 5, and that monetary damages may be inadequate to compensate the disclosing party for such breach. Accordingly, the recipient agrees that the disclosing party may, in addition to any other remedies available to it, be entitled to injunctive relief.
6. **Intellectual Property**
- a. Customer and AssetWorks shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property.
- b. The Services performed, code developed and any Intellectual Property produced pursuant to this Agreement are not "works for hire."
- c. As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Statement of Work or Deliverable whether or not first created or developed by AssetWorks in providing the Services.
7. **Non-Solicitation.** During the term of this Agreement, and for 1 year thereafter, Customer shall not solicit the employment of, or contract for the services of, any person who is/was an employee, agent, or subcontractor of AssetWorks during the term of this Agreement. Nothing in this section shall prohibit Customer party from placing a bona fide public advertisement for employment which is not specifically targeted at AssetWorks employees and Customer shall not be restricted from hiring any such person who responds to any such general solicitation or public advertisement so long as no direct solicitation of such person has occurred.
8. **Taxes**
- a. In no event whatsoever shall AssetWorks be liable for sales, use, business, gross receipts or any other tax that may be levied by any State or Federal Government entity against a contractor to such governmental entity other than taxes upon income earned by AssetWorks for the goods and/or services provided pursuant to this Agreement. This exclusion of tax liability is also applicable to any goods and/or services that may be provided by AssetWorks under any later Order Form or amendment hereto regardless of changes in legislation or policy.
- b. In the event a taxing authority conducts an audit of this Agreement and determines that an additional tax should have been imposed on the Services or Deliverables provided by AssetWorks to Customer (other than those taxes levied on AssetWorks income), Customer shall reimburse AssetWorks for any such additional tax, including interest and penalties thereon. Similarly, if a taxing authority determines that a refund of tax is due as it relates to the Services or Deliverables provided by AssetWorks to Customer (except those taxes relating to AssetWorks income), AssetWorks shall reimburse Customer such refund, including any interest paid thereon by the taxing authority.
9. **Termination for Default.** Either party may terminate any Statement of Work if (i) the other party fails to perform a material obligation of the Statement of Work and such failure remains uncured for a period of 30 days after receipt of notice from the non-breaching party specifying such failure; or (ii) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors. In addition, AssetWorks may terminate any Statement of Work effective immediately upon written notice to Customer if Customer fails to make any payment in full as and when due hereunder. Termination of a Statement of Work shall not terminate this Agreement.
- Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay AssetWorks the full value for all goods and/or services provided to, and accepted by, Customer up to and including the date of termination.
10. **Termination for Convenience.** Notwithstanding any other provision in this Agreement, either party may terminate a Statement of Work by providing a 90 day notice of intent to terminate the Statement of Work.
11. **Effect of Termination.** The Terms of this Agreement shall survive for any Statement of Work which is still pending at the time of termination until the conclusion of the Statement of Work.
12. **Professional Services Limited Warranty**
- a. AssetWorks warrants that the Professional Services provided under an Order Form or a Statement of Work authorized under this Attachment 3 shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided Customer has delivered to AssetWorks timely notice of such breach as hereinafter required, AssetWorks shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the Price received by AssetWorks attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Customer has delivered

to AssetWorks written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services of the non-conforming Deliverables. The remedy set forth in this Section 12 (a) is the sole and exclusive remedy for breach of the foregoing warranty.

- b. **ASSETWORKS SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS.**
- c. Customer represents and warrants to AssetWorks that Customer has the right to use and furnish to AssetWorks for AssetWorks use in connection with this Agreement any information, specifications, data or Intellectual Property that Customer has provided or will provide to AssetWorks in order for AssetWorks to perform the Services and to create the Deliverables identified in the Statement of Work.

13. **Relationship of Parties.** AssetWorks is an independent contractor in all respects with regard to any Professional Services. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and Customer.

Attachment 4 - Hosting Terms

1. **AGREEMENT OVERVIEW.** AssetWorks provides hosting services ("Data Center") to support customers that wish to outsource the operation and maintenance of the AssetWorks software licensed by Customer under separate licensing agreements.

This Agreement, the Service Level Agreement and the Hosting Scope of Service describe the hosting services to be provided by AssetWorks ("Hosting Services"), the respective responsibilities of the parties.

23. **SERVICES.** AssetWorks will perform the Hosting Services as described in the Scope of Services, set forth in below.

The scope of services specifically excludes operation and maintenance of the following:

- Customer hardware, including Customer's servers, printers, network hardware (including routers and switches) and other Customer site computing equipment;
- Customer application software other than noted in the Scope of Services; and
- Customer Local Area Networks ("LAN")
- Customer network infrastructure for connecting to the Internet and to the Data Center

The Services shall be provided subject to the Terms and Conditions, which follow.

24. **FEES AND PAYMENT; COMMENCEMENT.** Customer shall pay AssetWorks the applicable fees as set forth in the Order Form.

For new Customers, billing for hosting shall commence upon software installation date. For existing Customers who are migrating to the hosted environment, billing shall commence when Customer is notified that the hosted or test environment has been established.

25. **CUSTOMER RESPONSIBILITIES.** The Customer is responsible for:

- Assigning a primary and alternate Customer designated key personnel to coordinate all communications and activities related to AssetWorks services.
- Providing user identification data and determining the appropriate security profile for each user. Customer will control security at the Application level.
- All printing. No print job will print at the Data Center and all physical printing requirements will be handled by the Customer.
- The purchase and installation of printers at Customer's sites for the Application being utilized as defined in the Scope of Services.
- Installation, operation and maintenance of all workstation software (and Customer's LAN, existing data communications configuration, hardware, or software required at the Customer's site except as otherwise stipulated in the Scope of Services. AssetWorks network and network responsibility extends from the AssetWorks routers at AssetWorks' sites to all connected equipment at AssetWorks' sites.
- Testing updates and fixes applied by AssetWorks to Applications used by Customer. With the exception of emergency fixes, Customer will test updates and fixes prior to their introduction to the Production environment within a mutually agreed upon time frame.
- Testing upgrades. Upgrades will be moved to production by the AssetWorks at the end of the Customer testing period unless specific problems are documented in writing to AssetWorks.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the AssetWorks for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing AssetWorks of any problems encountered in a timely manner.

26. **OWNERSHIP OF DATA.** Customer shall not obtain any ownership rights, title or interest in the software, hardware or systems developed or employed by AssetWorks in providing Services under the Agreement. AssetWorks shall not obtain any ownership rights, title or interest to Customer's data files. Upon expiration or termination of the Agreement for any reason, AssetWorks agrees to provide Customer with a copy of Customer's data files, as they exist at the date of expiration or termination. Data will be delivered in one of the following formats ASCII comma, separated value (CSV Format) with binary images TIFF, JPG, PDF. Customer requests for data to be provided in any other format are subject to approval by AssetWorks and may require an additional fee.

Hosting Scope of Services

All of the services, functions, processes, and activities described below will be collectively described as the “Hosted Services” for purpose Agreement.

Application

Application refers to the Customer’s licensed AssetWorks software, and third party software hosted by AssetWorks.

Support Software

Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Application.

Hardware

Server infrastructure using redundant web servers and Oracle RAC database servers is deployed within the primary Data Center.

If required by Customer, Customer shall provide the telecommunications equipment (including the routers to be installed at the Data Center), communication line, and services for connection from Customer’s site to the Data Center.

Database Instances

AssetWorks will maintain a single Production Database instance. This Production Database will provide the daily, real-time transaction data to the Application users.

In addition to the Production Database, AssetWorks will maintain one additional, non-production Database (Test). Upon request by Customer, AssetWorks will populate these additional Databases with Customer’s Production data up to 4 times in any 12 month period at no additional cost.

Custom Reports

For an additional charge, AssetWorks will certify a Customer built Ad-hoc Report for scheduling execution from within the Application directly against the production database, certifying that the Report performs within appropriate performance guidelines and does not cause unacceptable response time issues. Once certified, AssetWorks will install the Report into Customer’s production environment to make it available for execution submission from within the Application.

Backups

Database and file system backups are performed daily. Backup data is stored and retained at a secure offsite facility for 14 days.

Hours of System Operations

The Application will be accessible and available to the Customer and capable of any and all normal operating functions 24 hours a day, 7 days a week except for periods of Scheduled Maintenance and previously approved outages. AssetWorks will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the AssetWorks external network interface, nor will these hours of unavailability be counted as unavailable.

Maintenance

AssetWorks will complete routine maintenance on the Application according to the published schedule. AssetWorks will publish schedules for subsequent years on its Customer Support web site. AssetWorks will provide at least 30 days notice to any changes in the schedule.

If AssetWorks is required to perform additional maintenance outside of the Scheduled Maintenance window, it will notify the Customer in writing of its request. The Customer and the AssetWorks will mutually agree on the downtime, which will then be considered a period of Scheduled Maintenance.

Data Classification

The AssetWorks Data Center maintains SSAE16 SOC2 certification/ISO27001 compliance as a facility housing CUI (Controlled Unclassified Information) data at our facility based on the DOJ assessment using NIST 800-53 guidelines for FISMA (Federal Information Standards Management Agency) standards.

The service levels set forth below apply to the Services provided by AssetWorks under the Agreement.

AVAILABILITY

AssetWorks will use commercially reasonable efforts to provide Services with an average of 99% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, “Availability” during any quarter refers to an Authorized User’s ability to log into the Application during such quarter, and will be calculated in accordance with the following formula:

$$x = (y - z) / y * 100$$

Where,

- “x” is the Availability of the Application during the quarter;
- “y” is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log into the Application because of (a) regularly scheduled maintenance windows for the Application and for times in which Customer has been notified in writing (including e-mail) by AssetWorks in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, software, ISP connections, and other equipment that is not provided by AssetWorks or certified by AssetWorks for use in conjunction with the Services (except as such non-performance is directly or indirectly caused by AssetWorks).
- “z” is the number of hours in such month during which the Customer is unable to log into the Application (other than for reasons set forth in the definition of “y” above); provided that AssetWorks has been notified or is otherwise aware (or reasonably should be aware) of Customer’s inability to utilize the Application.

FEE ADJUSTMENT

In the event that AssetWorks does not meet the Availability levels set forth below, the amount of fees payable by Customer will be reduced as follows:

In the event the average Availability for the Application is less than 99% during any two consecutive quarters, Customer will receive a credit to its account with AssetWorks of 5% of the amount of a quarter’s aggregate AssetWorks Hosting Services fees paid or payable by Customer to AssetWorks. AssetWorks’ obligation to provide Customer with fee adjustments as set forth above is conditioned on Customer providing detailed written notice to AssetWorks of its contention that AssetWorks was unable to meet the applicable Availability levels. Upon receipt of such notice, AssetWorks shall have 30 calendar days to investigate the contention. If, at the end of the 30 calendar day period it is determined that AssetWorks did in fact fail to meet the applicable Availability levels, Customer will receive the appropriate credit to its account during the next invoice cycle.

The remedies set forth in this Section of this Attachment shall be Customer’s sole remedy and AssetWorks’ entire liability in the event of a breach of this Agreement, including the failure of any Availability measurements to meet the thresholds set forth above.

1. **PRICE/SPECIFICATIONS.** Price and specifications are subject to change without notice. AssetWorks LLC is not responsible for typographical and/or photographic errors.
2. **PAYMENT TERMS.** All hardware will be billed upon delivery. All FuelFocus Integration Licenses will be billed upon delivery of hardware. Please inspect all orders upon receipt. Please email fuelsupport@assetworks.com to request an RMA for any missing, damaged, or incorrect orders. You may also call 610-225-8350.
3. **RETURN POLICY.** AssetWorks LLC products may be returned within 30-days of invoice date for refund, replacement, or exchange. All product returns must have a Returned Merchandise Authorization (RMA) number issued by AssetWorks marked clearly on the return package, or the package will be refused, and no credit will be issued.
To request an RMA, please email fuelsupport@assetworks.com. RMAs are valid for 15 days from the date of issuance. The following information is required for all RMAs:
- The invoice or packing list number
 - The product name and part number
 - Company name, point of contact, mailing address, email address, and telephone number
 - A reason for the return
- If you wish to make a return or exchange, you must present the merchandise within 30 days of purchase. All goods must be returned in their original packaging. If the items are not received in their original and unused condition, a minimum re-stocking fee of 18% will be charged. Product that has been used will not be accepted for return or exchange unless under warranty or maintenance contract. Product that has been altered without the specific authorization by AssetWorks will not be accepted. Send returns with the RMA number clearly marked on the package to:
- AssetWorks LLC
Attn: RMA Department
998 Old Eagle School Road, Suite 1215
Wayne, PA 19087
- All returns will be processed and fully inspected. All products must be returned in original condition including packaging, manuals, and accessories (as applicable).
4. **RETURN SHIPPING.** All returns must be shipped freight pre-paid.
5. **UNAUTHORIZED OR REFUSED RETURNS.** Packages without a Return Authorization Number will be refused. Additional charges may apply if all peripherals and accessories are not returned in the original packaging.
6. **RETURNS OLDER THAN 30 DAYS.** Returns older than 30 days from the invoice date will be subject to a 25% restocking fee. Only product that is in current production will be accepted and an RMA must be obtained in advance and clearly marked as stated above. No refunds will be given.
7. **WARRANTY START DATE.** "Start Date" as used in this policy means the date this product is shipped from AssetWorks manufacturing plus 3 months or the FuelFocus go live date, whichever comes first.
8. **LIMITED HARDWARE WARRANTY.** Warranty coverage for AssetWorks LLC (FuelFocus) products are described below. Additional support coverage can be purchased with your AssetWorks products. Please consult your local AssetWorks sales professional for annual support and services fees. The terms and conditions governing your warranty on AssetWorks products are located below. Such terms and conditions supersede all other terms, unless otherwise agreed by AssetWorks.
AssetWorks, LLC ("FuelFocus") provides a 1 year limited product hardware warranty to purchasers of FuelFocus products. AssetWorks warrants that the product hardware will be free from defects in materials and workmanship during the warranty period, subject to the following:
- Labor and travel costs are not included, unless required under contract specific terms;
 - AssetWorks will supply new or rebuilt parts to replace parts that are found to be defective while within the warranty period;
 - New installations must be registered with the FuelFocus Support Center within 48 hours of installation to receive warranty benefits, otherwise, the warranty period commences on the date of the invoice;
 - Help Desk Support is available between the hours of 8:00AM- 5:00PM Monday through Friday upon a Hardware System Failure;
 - AssetWorks will repair or replace such product hardware within 14 working days of its receipt of the failed hardware, if in advance of its receipt, such hardware (1) was evaluated by AssetWorks Technical Support in person or via telephone, and (2) received a Technical Support RMA number from AssetWorks;
 - Further, the product hardware must be shipped, shipment pre-paid, to AssetWorks, and the RMA number must be clearly indicated on the shipping box and papers;
 - Problems caused by faulty installation are not covered under this warranty. This warranty applies only if the equipment has been installed and used in accordance with the AssetWorks Installation Manual;
 - Use of service personnel other than qualified AssetWorks service providers without prior written approval of the FuelFocus Product Manager will void the warranty claim;

- (i) Use of non AssetWorks replacement parts, defects caused by the use of unauthorized addition of non AssetWorks parts, or by the unauthorized alteration of FuelFocus parts or equipment will void this warranty;
- (j) Damage suffered by FuelFocus equipment resulting from shipping, accident, power surges, neglect, misuse, acts of Nature, or abuse are not covered by this warranty.

9. LIMITED SOFTWARE WARRANTY. AssetWorks provides a 1 year limited software warranty to licensees of FuelFocus software accompanying AssetWorks hardware. AssetWorks warrants that the media on which the software is delivered will be free of defects in material and workmanship for a period of 1 year following delivery of the software to licensee. AssetWorks warrants that the software, when used in accordance with the terms of the AssetWorks software license, will operate substantially as set forth in the applicable AssetWorks Documentation for a period of 1 year following delivery of the software to licensee.

10. WARRANTY LIMITATIONS. AssetWorks' warranties as set forth herein ("Warranty") are contingent on proper use of the FuelFocus hardware and software ("Products") and do not apply if the Products have been modified without AssetWorks' written approval, or if the Products' serial number label is removed, or if the Product has been damaged. The terms of the Warranty are limited to the remedies as set forth in this Warranty. THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS AND WARRANTIES. ASSETWORKS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE, HARDWARE, PRODUCTS, DOCUMENTATION OR ASSETWORKS SUPPORT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ASSETWORKS DOES NOT WARRANT THAT ANY PRODUCTS WILL BE ERROR-FREE, OR THAT ANY DEFECTS THAT MAY EXIST IN ITS PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL ASSETWORKS BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA), HOWEVER CAUSED WHETHER OR NOT ASSETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. TECHNICAL SUPPORT ACCESS. During the warranty period, toll free phone support is offered 5 days per week (8 a.m. to 5:00 p.m., Monday through Friday, except holidays). Calls left after hours will be returned the next business day. Access to Technical Support after warranty period is on a commercially reasonable basis (unless an AssetWorks Support Contract is purchased for all systems owned by the customer).

12. SOFTWARE UPDATES. During the warranty period, software updates for system software and software products released by AssetWorks are available by contacting AssetWorks Technical Support. System software updates include applicable minor releases (e.g. Release 2.0 to 2.1) to the AssetWorks family of products as well as major feature releases (e.g. Release 2.x to 3.0). Customer must have access to the Internet for Web Browser or FTP downloads as directed by Technical Support. Software updates released after the initial 1 year warranty period are available as an upgrade product for the then applicable list price.

~ PROCLAMATION ~

WHEREAS, during Black History Month, we reflect on the sacrifices and celebrate the many achievements and significant contributions made by African Americans to our economic, cultural, spiritual, and political development; and

WHEREAS, Black History Month grew out of the establishment, in 1926, of Negro History Week by Dr. Carter G. Woodson who is known as the “Father of Black History Month” and the Association for the Study of African American Life and History (ASALH); and

WHEREAS, the 2021 national theme for observance is “Black Family: Representation, Identity and Diversity” and explores the African diaspora, and the spread of Black families across the United States - from single to two-parent households to nuclear, extended and, more recently, bi-racial. Throughout black history, factors such as slavery, inequality and poverty have put pressure on maintaining family ties, when a better life meant traveling far from home; and

WHEREAS, economic pressures that may pull black families apart also often unite them, and through prejudice and bigotry, many black families may pool resources or find job opportunities, or simply find emotional comfort within their own micro-community; and

WHEREAS, the observance of Black History Month calls our attention to the continued need to battle racism and build a society that lives up to its democratic ideals; and

WHEREAS, African Americans locally have and continue to make substantial contributions to industries of all kinds in our region and beyond; and

WHEREAS, African American leaders and innovators have and continue to leave an indelible imprint on our community by presenting an example of the rewards of hard work and perseverance. We honor and celebrate those contributions - past and present - throughout the month of February; and

WHEREAS, the City of Camas recognizes that racial and ethnic diversity enriches our community; and acknowledges the challenges that African Americans face in achieving equity, opportunity, and social mobility; and

WHEREAS, Diversity, Equity, Inclusion, and Belonging are priorities and we are committed to working with our community to eradicate racism in all forms to provide an inclusive, safe, resilient, and sustainable future; and

WHEREAS, the City of Camas is proud to honor the history and contributions of African Americans in our community, throughout our region, state, and nation. We are determined to work towards eliminating disparities in communities of color, and creating a better future ensuring safety, trust, and belonging for all in our community;

NOW THEREFORE, I, Barry McDonnell, Mayor of the City of Camas, do hereby proclaim
February 2021, as:

“Black History Month”

in the City of Camas, and encourage all citizens this month, and throughout the year to observe, celebrate, and honor Black history and culture in our efforts to create a world that is more just, peaceful, and prosperous for all through appropriate programs, ceremonies, and activities.

In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 1st day of February, 2021.



Barry McDonnell, Mayor



Staff Report – Ordinance

February 1, 2021 Regular Meeting

Ordinance No. 21-001 Amending CMC 6.08.100 Aggressive or Vicious Dogs

Presenter: Mitch Lackey, Chief of Police

Phone	Email
360.817.1502	mlackey@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: Amends CMC 6.08.100 by adding a new section (G) to allow for a process to revoke a dog license in certain situations involving multiple violations of this chapter. The ordinance was drafted by the Camas City Attorney’s Office.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? To improve public safety.

What’s the data? What does the data tell us? The use of this enforcement process would not be common.

How have communities been engaged? Are there opportunities to expand engagement? This item was presented to the Camas City Council in an open meeting on January 19th, 2021.

Who will benefit from, or be burdened by this agenda item? The community will benefit as this ordinance improves public safety and provides for a process to remove dangerous dogs from the community.

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? No.

What potential hurdles exists in implementing this proposal (include both operational and political)? None. Training for the Animal Control Officers is minimal. No new tools or equipment is necessary.

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? Ensuring a safe community is always a city goal. This ordinance change increases community safety, which is in-line with city objectives.

RECOMMENDATION: Staff recommends the Council adopt the ordinance and publish according to law.

ORDINANCE NO. 21-001

AN ORDINANCE amending Section 6.08.100 of the Camas Municipal Code by adding a new subsection relating to revocation of dog license.

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

Section I

There is hereby added to Camas Municipal Code Section 6.08.100 a new subsection (G) to provide as follows:

6.08.100 - Aggressive or vicious dogs—Determination procedures.

- G. In addition to the penalties set forth above, the Camas Police Chief may revoke any permit or dog license if the owner of a dog or the person holding the permit or dog license (1) willfully refuses to comply with this chapter or any law governing the protection and keeping of animals, or (2) accumulates three or more violations of this chapter within a twelve-month period. Any owner of a dog or the person holding the permit or dog license may contest the Camas Police Chief’s revocation of a permit or dog license by filing with the municipal court a written request for a hearing seven days of said revocation.

Section II

This ordinance shall take force and be in effect five (5) days from and after its publication according to law.

PASSED BY the Council and APPROVED by the Mayor this 1st day of February, 2021.

SIGNED: _____
Mayor

SIGNED: _____
Clerk

APPROVED as to form:

City Attorney

PROCLAMATION OF CIVIL EMERGENCY

CITY OF CAMAS, WASHINGTON

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED AND SIGNED THIS 18th DAY OF MARCH, 2020.

City of Camas



Mayor Barry McDonnell

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

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

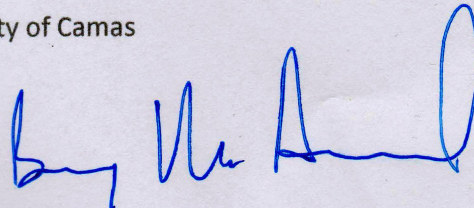
For and as supplement to said Proclamation, as Mayor of the City of Camas, do Proclaim as follows:

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

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

DATED AND SIGNED THIS 15TH DAY OF APRIL, 2020

City of Camas



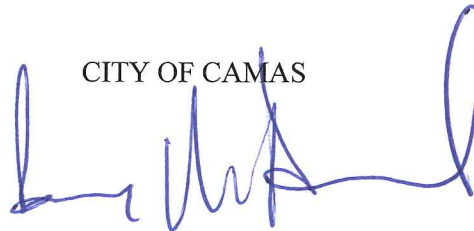
Mayor Barry McDonnell

FIRST AMENDMENT TO PROCLAMATION OF CIVIL EMERGENCY

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

DATED AND SIGNED THIS 16TH DAY OF JUNE, 2020.

CITY OF CAMAS



Mayor Barry McDonnell