City Manager's Recommended 2023-2024 Biennial Budget

Natasha Ramras
Chief Financial Officer
City of Vancouver

CITY OF Vancouver WASHINGTON

2023-2024 City Manager’s Recommended Budget Overview

Operating and Capital Budget Highlights

Follow-up Discussion on Business License Surcharge

Budget Process Schedule

May 9 ✓
Forecast review
Revenue policy discussion

May 16 ✓
Resilient utilites strategy (1)
Climate action policy resolution

May 23 ✓
Introduce preliminary policy framework

June 6 ✓
Finalize budget policy framework
6 Year TIP workshop

June 13 ✓
Resilient utilities strategy and rate review (3)

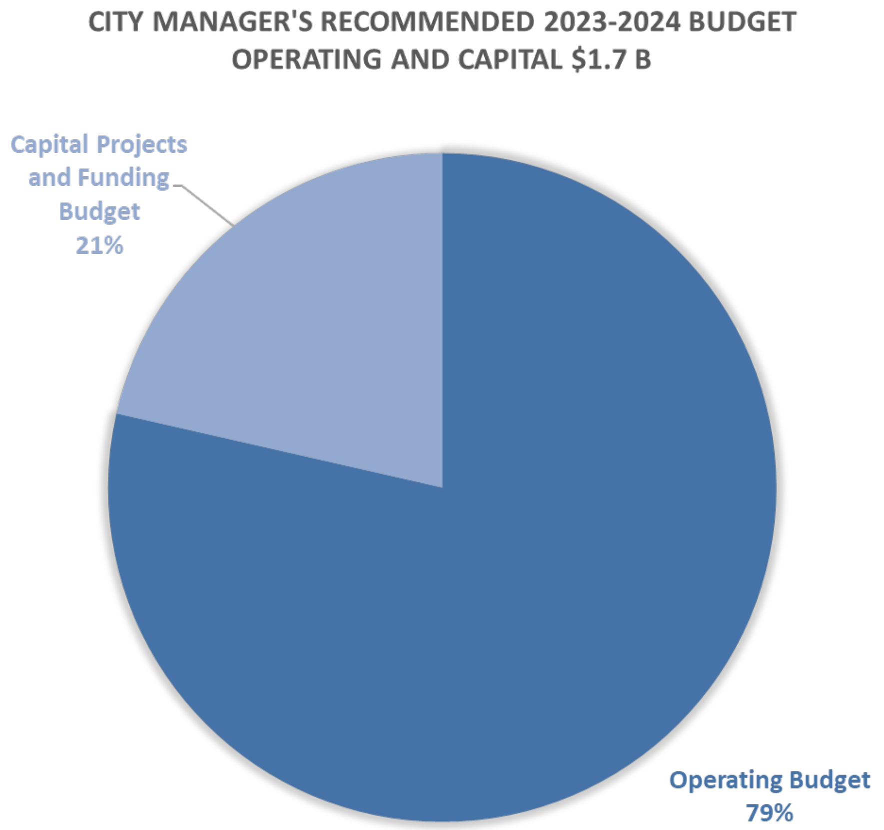
June 27 ✓
6 year TIP adoption

October 1 ✓
Deliver City Manger's recommended 2023 – 24 budget

Oct. – Nov.
Council Workshops 10/10 – 11/7

November 21
Adoption of 2023 – 24 biennial budget

2023-2024
City Manager's Recommended Budget



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2023-24 Budget Framework: Policy Priorities

Focus: Community Input and Engagement

New input solicitation resources are included in the budget:

- 1.0 FTE new Community Engagement Coordinator and 1.0 FTE to support co-creation of Fourth Plain Corridor investment strategy (ARPA)
- Launch direct-mail newsletter
- Redesign of website
- Tactile printer and associated software – visually impaired
- Social insight and analytic software

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Focus: Improving Equity and Inclusion

APRA Appropriation:

- Investment into historically underserved communities and populations:
  - $25 mil ARPA investment into the Fourth Plain corridor
    - Specific projects in the Fourth Plain corridor are to be identified through an extensive community engagement
    - Exception - funding for a portion of the tenant improvements at the Fourth Plain Commons project currently underway
  - Main Street from 5th St. to 15th St.
  - City Hall accessibility investments
  - 2.0 limited term FTEs to work with the community to define desired investments

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Focus: Improving Equity and Inclusion

- $1 mil for Disparity Study identify how the City could improve including **Minority, Women, and Disadvantaged Businesses** in purchasing and contracting
- Pro-active outreach to MWDBE businesses to help train and get certified
- Low-income tree care support
- Investment in parks, streets and utilities in areas with greater disparity scores
- Continued assistance for low-income residents: utility bill pay, recreation program scholarship and other programs currently provided by the City

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Focus: Improve Community Safety and Wellbeing

Police

- 9.0 new uniformed FTEs
- Police Camera program and taser equipment
- Capital – Training and HQ facility 521 Chkalov remodel

Fire Implementation of Proposition 2

- 40 new uniformed FTEs, 3 support positions in Fire, new vehicles
- Capital investment in replacement/remodeling of Fire Stations

Building Safety

- 5.0 new FTEs in Inspection and Permitting to improve response timelines

Focus: Improve Community Safety and Wellbeing

Homelessness

- Add two more locations for Safe Stay villages (5 total)
    - *Total 5 Safe Stay Communities will support up to 200 people*
    - *Initial investment is funded by the Affordable Housing Property tax, on-going support and services are funded by the Affordable Housing Sales tax*
- One additional Safe Park (2 total)
    - *Two Safe Park sites projected to have capacity for 100+ vehicles with 60-170 people at any given time*
- Expansion of HART with additional staff and resources for outreach, site cleanup and planning of next steps in the continuum

Community Safety and Wellbeing & Reduce Carbon Footprint & Improving Mobility and Connectivity

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Transportation and Mobility

- Continue Complete Streets design for:
  - SE 34th St
  - Fort Vancouver Way
  - NE 112th St.
- New Complete Streets funded by the new 0.1% TBD Sales tax:
  - McGillivray Boulevard
  - St. James Road /St. Johns Road
  - 33rd Street and 29th Street bikeway
  - The Heights roads design to 90% completion
- Additional resources to support lights and sidewalks (3.0 FTEs)

Parks

- $3.5 mil for new playground replacement at the end of useful lives
- 1.0 FTE to design and implement
- $1.0 mil per year for an-going city-wide trail program to create interconnected pedestrian/personal mobility trail system

Reduce Carbon Footprint

Climate Action Framework Implementation

- Internal resources for Climate Action outreach to the community and consulting funding for next steps
- Pilot Naturescaping project to demonstrate effectiveness and resiliency for City operations and city residents
- Transportation demand management and coordination – 2 FTEs in Parking and Planning
- Additional funds for large scale tree plantings

Municipal Operations

- All eligible new/replacement vehicles purchased in 2023-24 to be electric/hybrid/alternative fuel
- Solar arrays, LED lights conversion and EV infrastructure at City facilities
- New City facility investments to incorporate best practices in reducing carbon footprint

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Grow Economic Opportunity

- NEW Economic Development Revolving Infrastructure Investment Fund, supported by the updated Business License Fee/Surcharge program
- Continued investment of REET in public infrastructure facilitating economic development
- Additional staffing to support targeted urban redevelopment areas, small business assistance and implementation efforts
- Planning for future downtown development
- Current Urban Redevelopment Projects
  - *The Heights*
  - *Waterfront Gateway*
  - *Section 30*
  - *Fourth Plain corridor*

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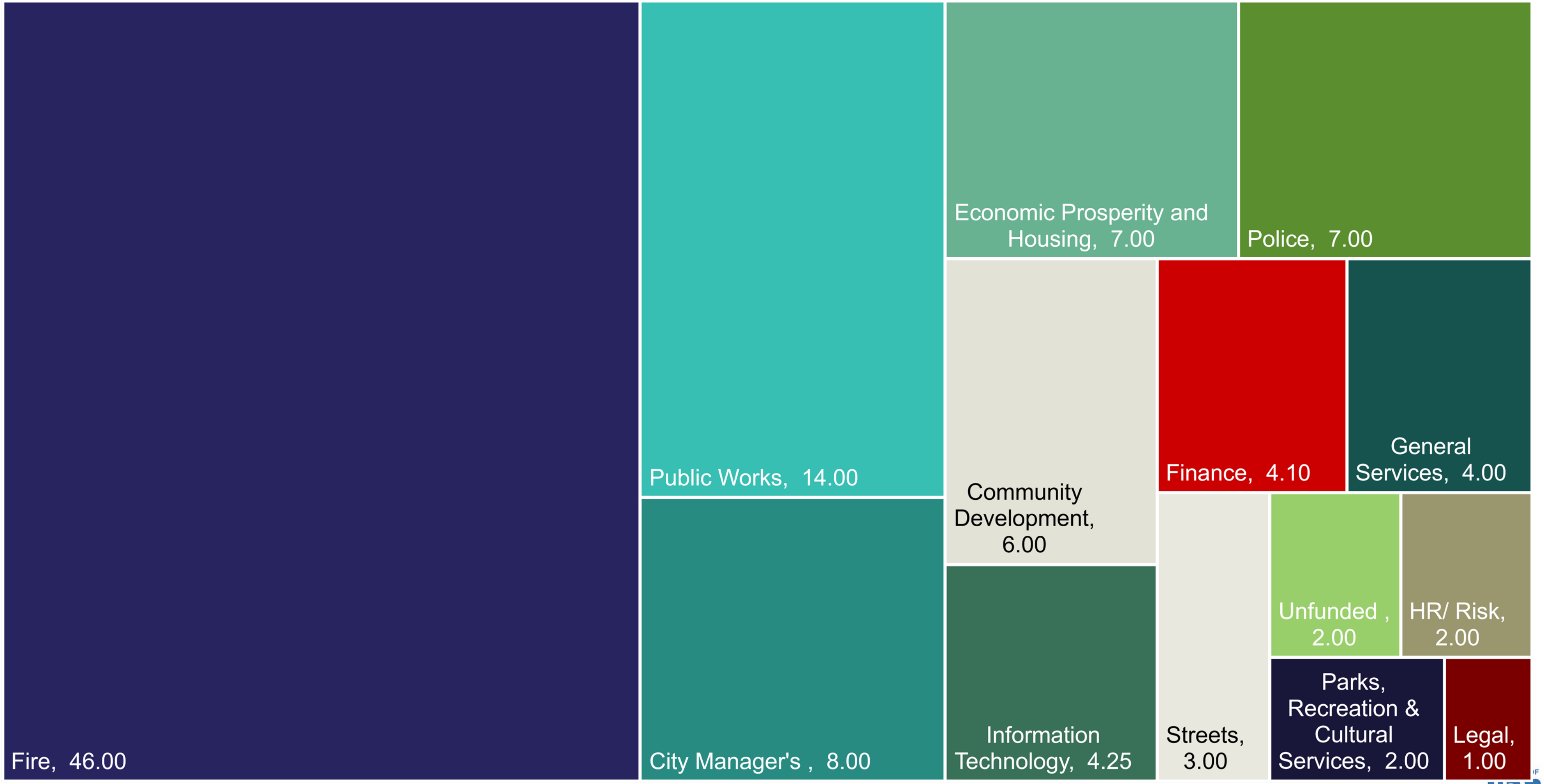
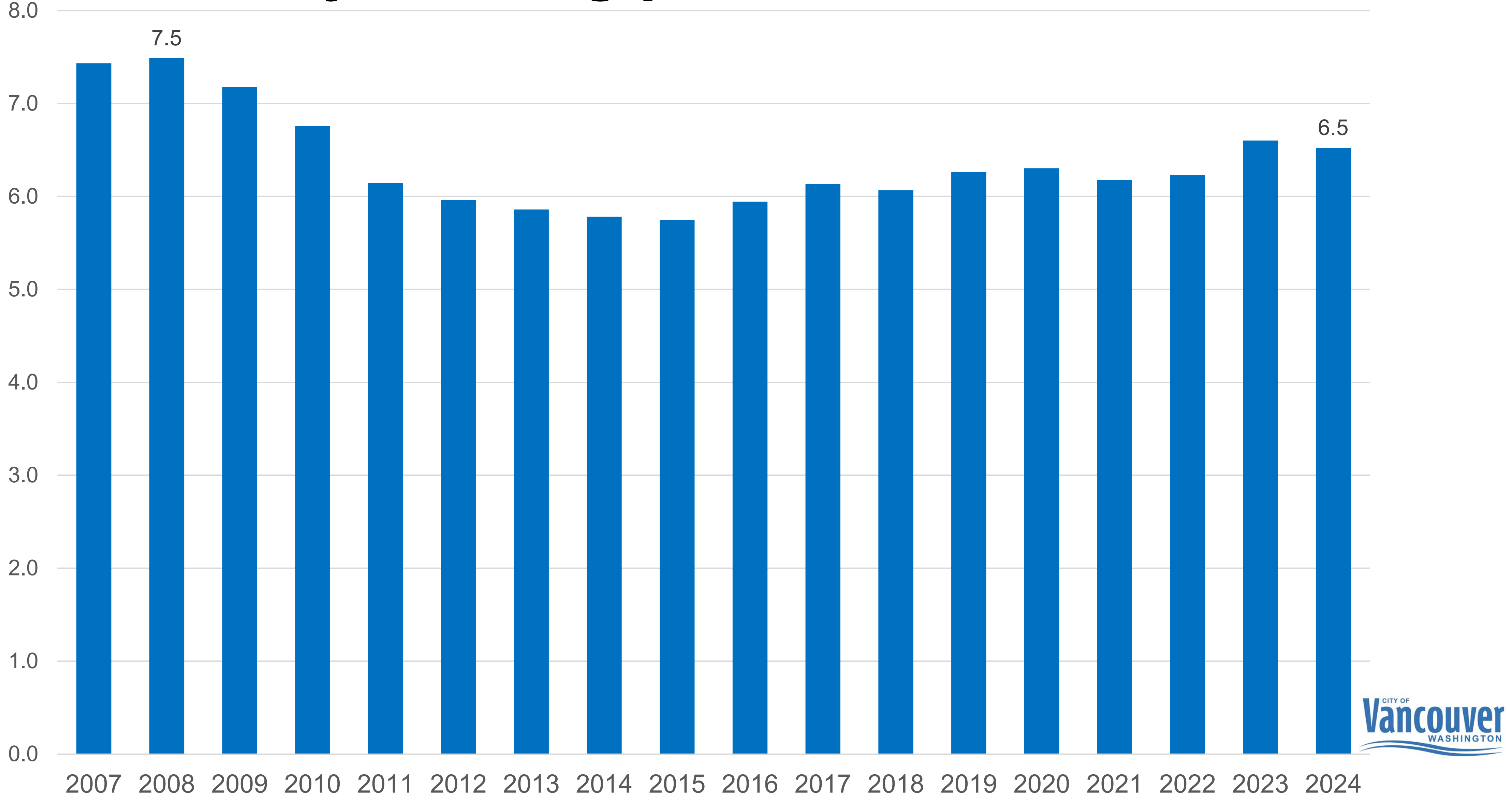
Continue Shoring Up Our Foundation

- Dedicated grant writing team in CMO
- New resource in CMO to plan and prepare for the future annexations
- Increased capacity in Finance, HR, IT and General Services
- Additional capital project managers to manage recommended capital projects in Utilities, Parks, General Services
- Additional staffing in Fleet

Net New Positions: 110.35 FTEs



City Staffing per 1,000 Residents



Operating Budget Questions and Discussion

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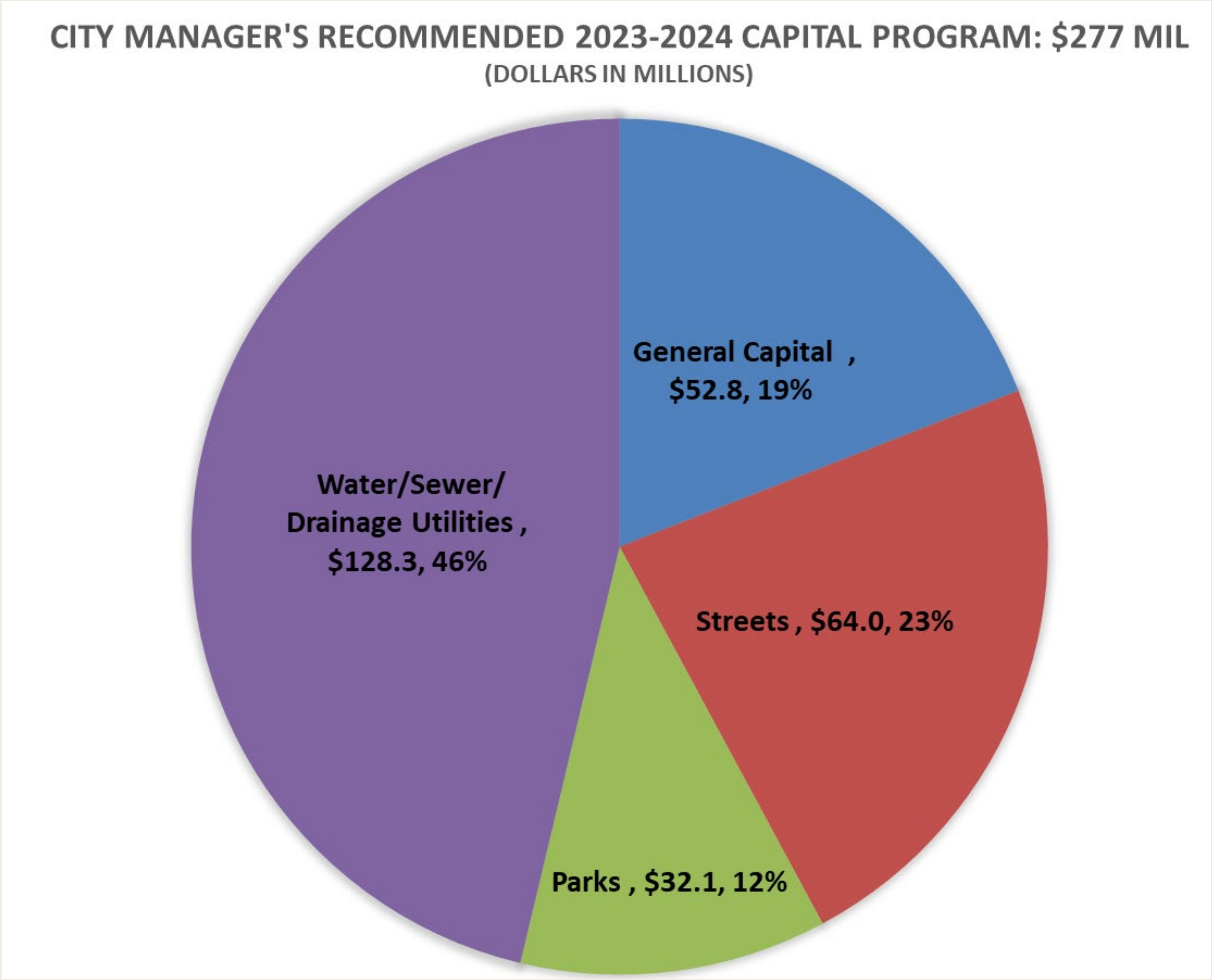
2023-2024 City Manager's Recommended Budget Capital Investments

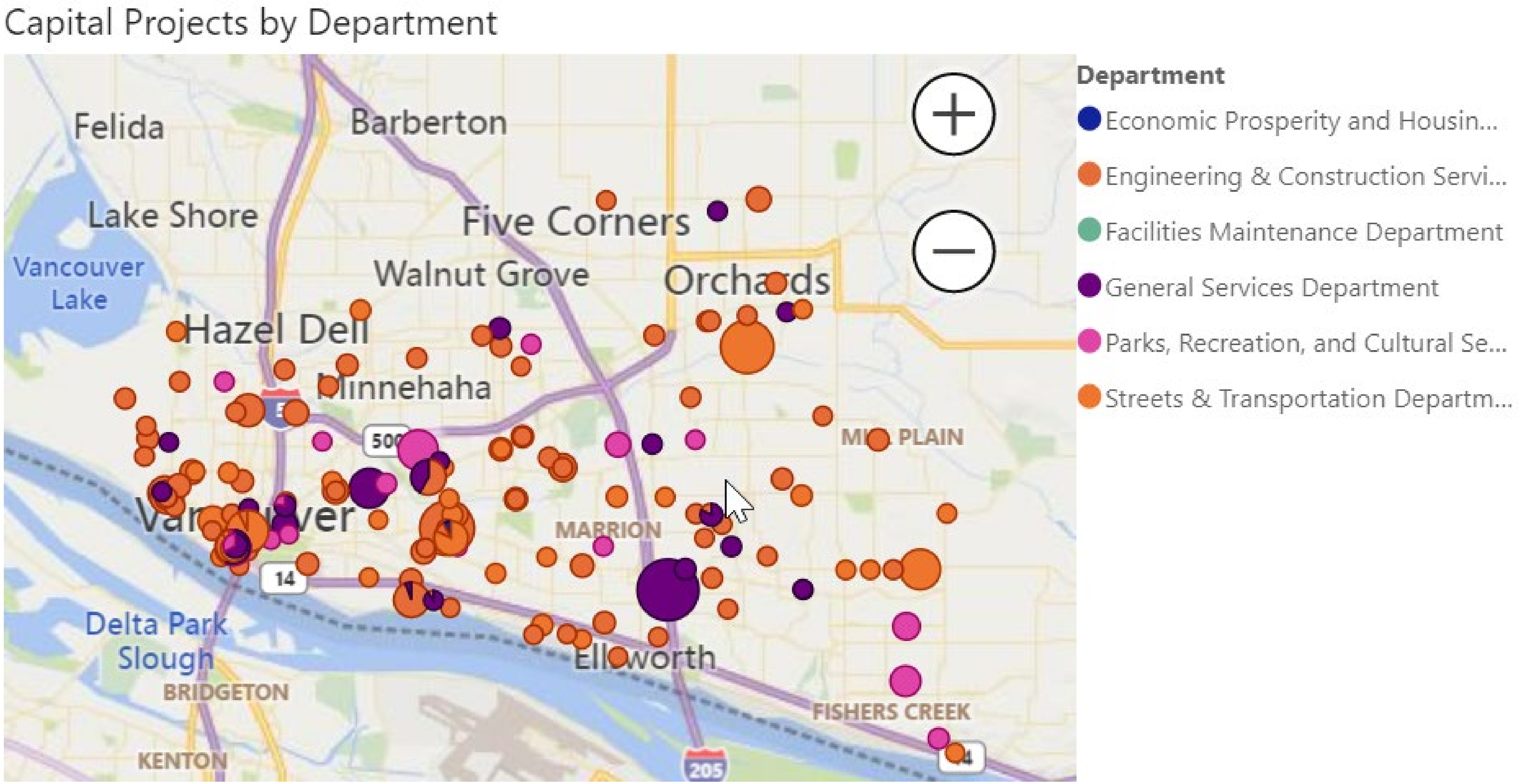
Capital Budget	Projects	Funding
$377 million	**$277 million**	**$95.2 million**

2023-2024 City Manager's Recommended Budget

Projects
$277 million



2023-2024 City Manager's Recommended Budget - Capital



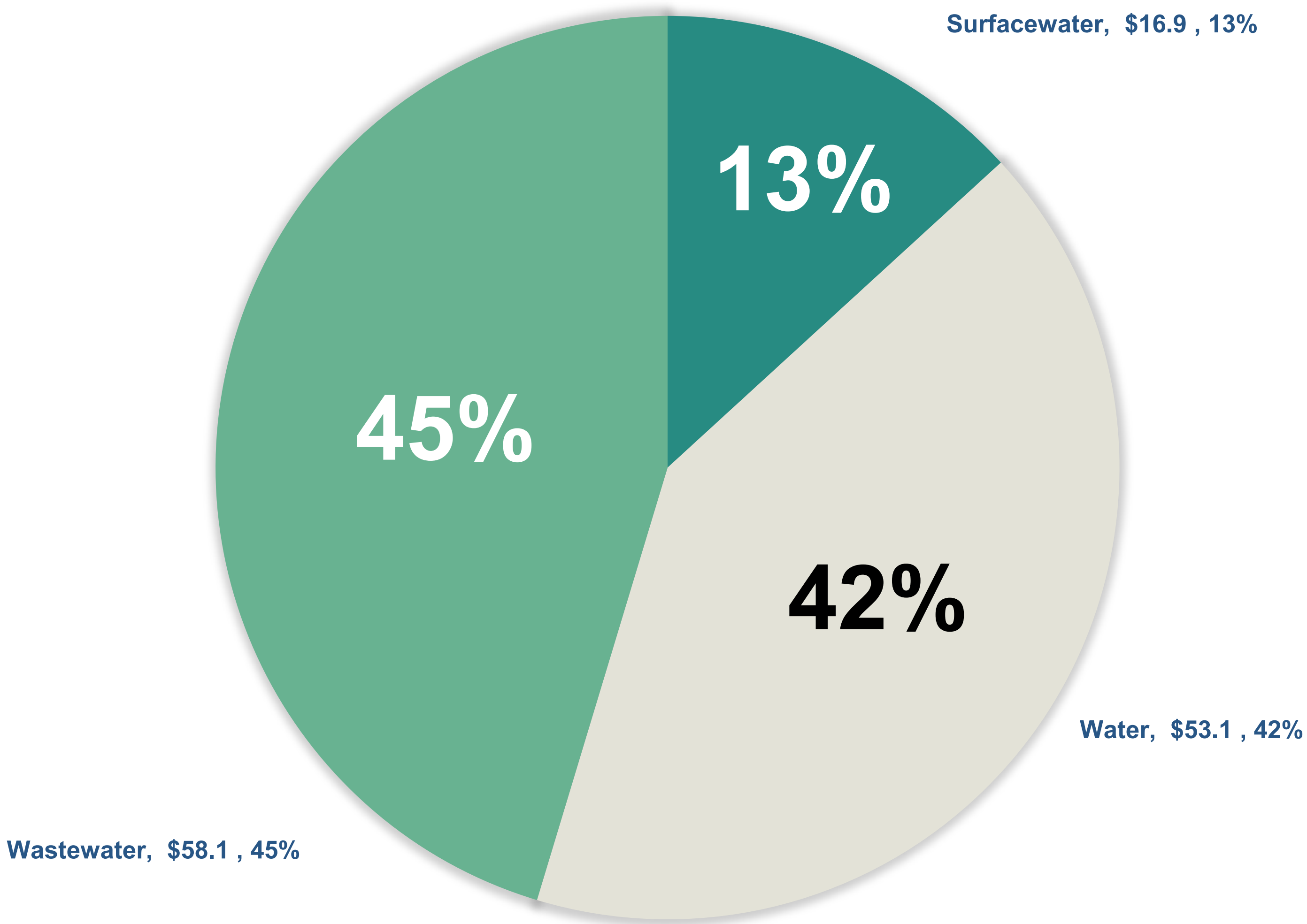
Utilities Capital $128 Million

Wastewater
$58.1 million or **45%**

Water
$53.1 million or **42%**

Surfacewater
$16.9 million or **13%**

City Owned Utility Capital $128 Million



Questions and Discussion

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Business License Surcharge

- Recommendation

- Exemption Update: for business with <$2,000 in gross receipts, no fee
- Businesses with gross revenue of $2,000-$20,000 per year: license fee tier of $25
- Businesses with gross revenue of >$20,000 per year:
  - Increase business license fee from current $200/year to $210/year
  - Increase business license surcharge from current $90/FTE to $120/FTE in 2023
  - Include part-time employee surcharge of $75/part-time employee (<30 hrs) in 2023
- Updated Waiver: 5-year for any business that brings >200 of new FTEs, earning >125% of the median income for the Metro area

Business License Surcharge

- Proposal

Proposed Base Fee and Business License Surcharge Fee

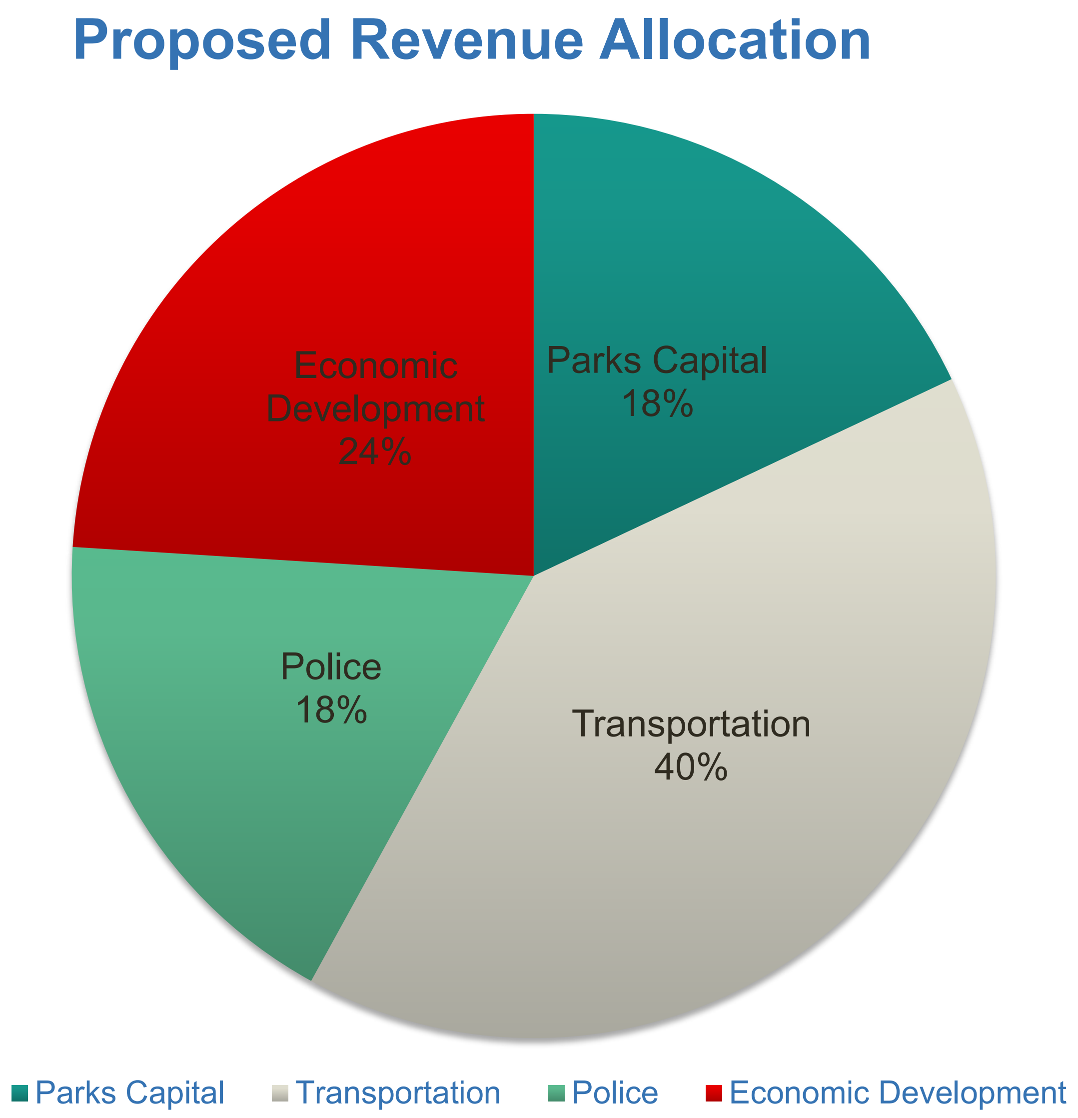
All fees to increase annually per table:

Year	Base fee for businesses that generate >$2K <$20K per year	Base Fee for businesses generating >$20K per year	Surcharge for full time employees	Reduced Business License Surcharge for partial FTEs (<30 hrs./week)
2023	$25	$210	$120	$75
2024	$26	$221	$145	$79
2025	$27	$232	$170	$83
2026	$28	$236	$200	$84
2027	$29	$241	$230	$86
2028	$30	$246	$260	$88

Business License Surcharge

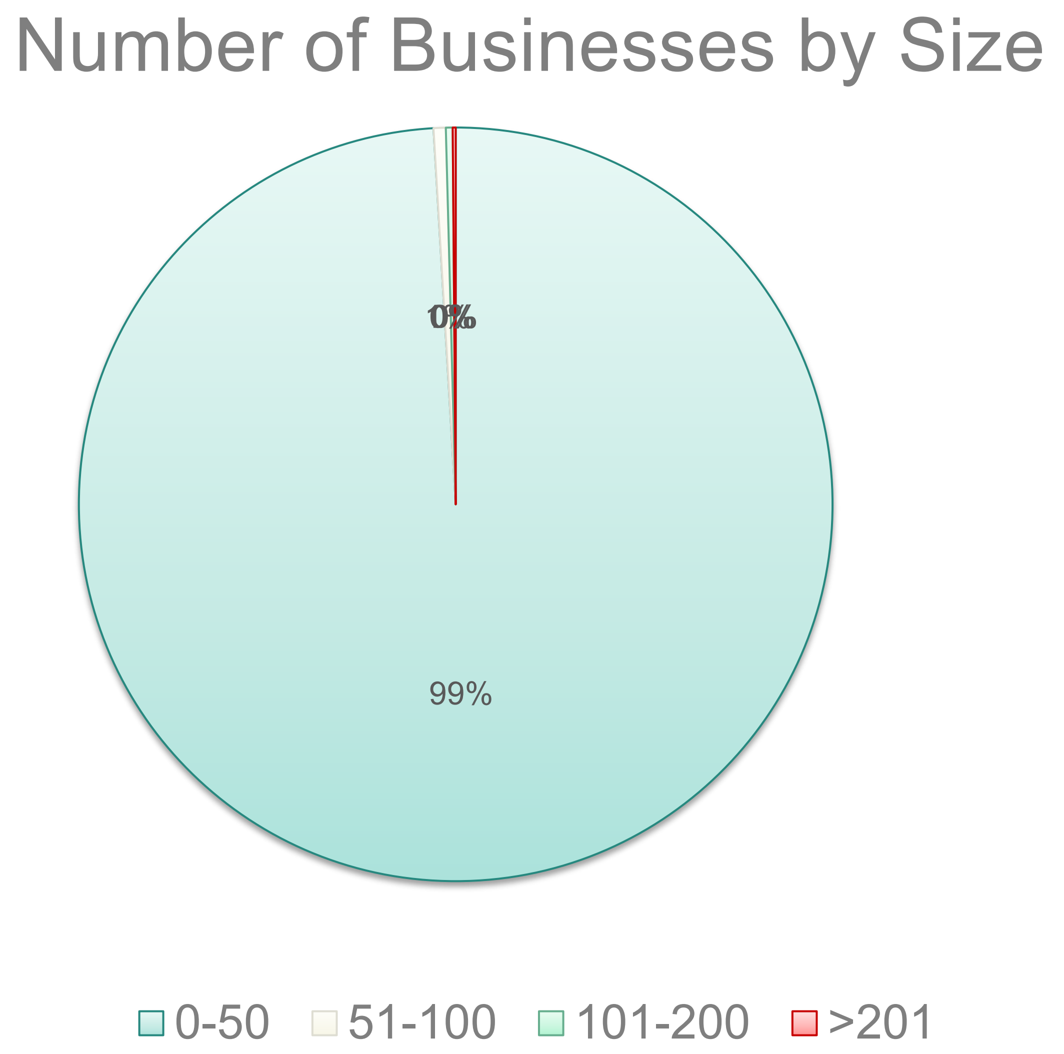
- Proposal

- Simplify Revenue Allocation:



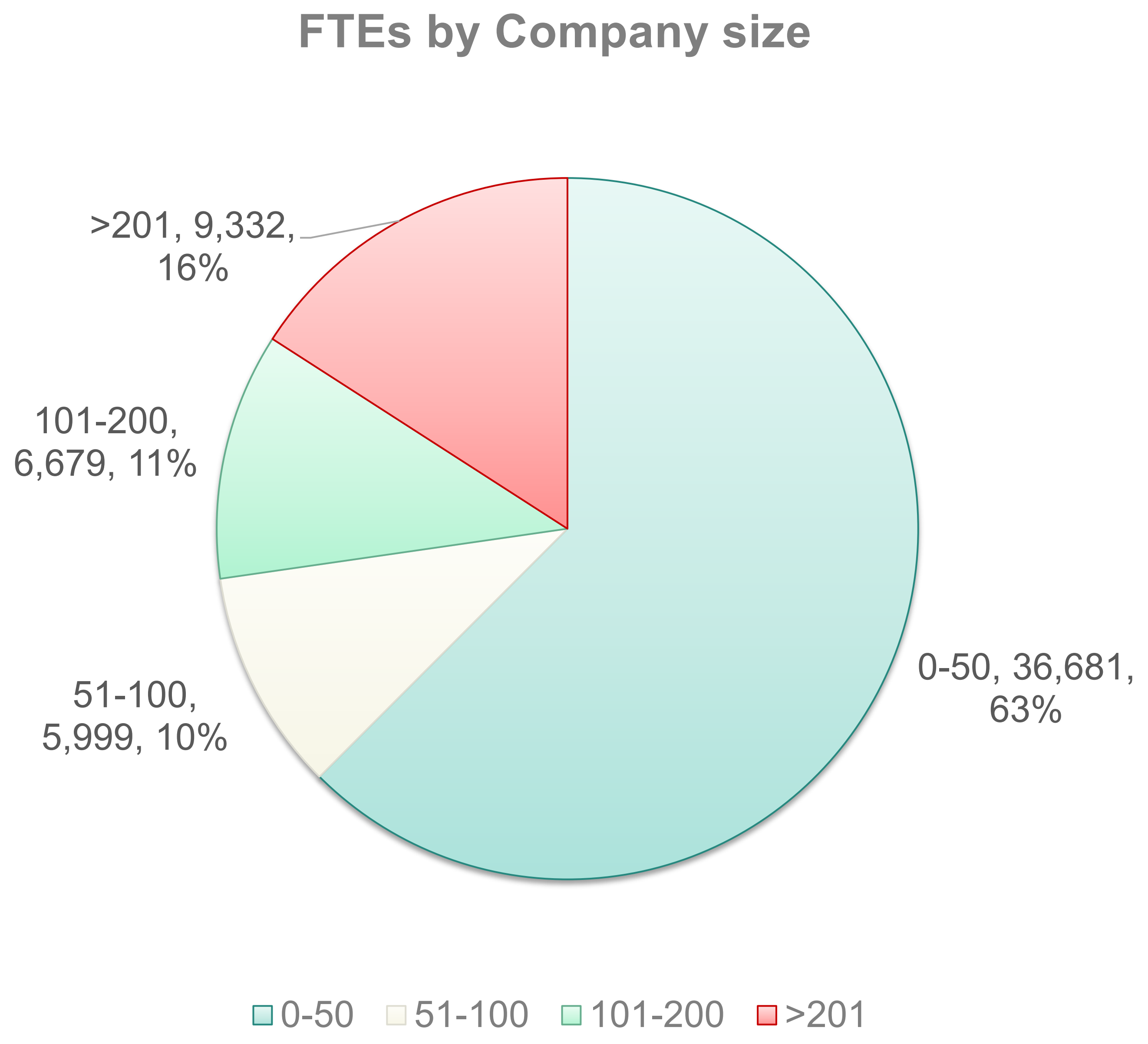
Business License Surcharge

- Number of Businesses paying license fee and/or surcharge



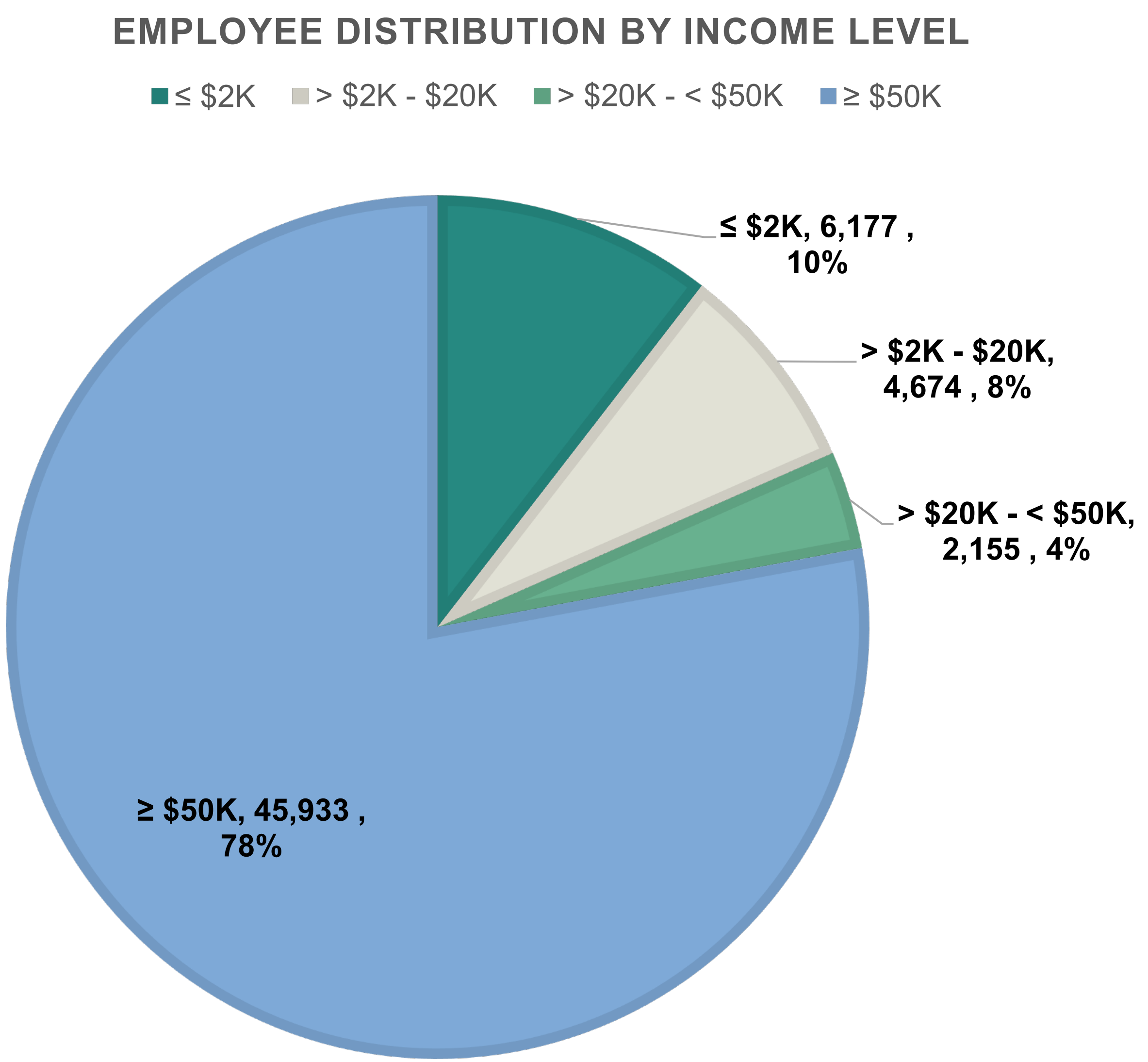
Business License Surcharge

- Total FTE's of Businesses paying license fee and/or surcharge, by business size category



Business License Surcharge

- Distribution of FTEs by income level



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Business License Surcharge

- Examples of Impact

	FTEs	PTEs	2022 Fee	2023 Fee	Diff
Small Business: Sole Proprietor	1	0	$290	$330	$40
Small Business: clothing boutique	1	1	$335	$405	$70
Small company: personal services	3	1	$515	$645	$130
Fast Food Restaurant	10	8	$1,460	$2,010	$550
Small proffessional services	15	0	$1,550	$2,010	$460

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Business License Surcharge

- Other considerations

	2022	2023	2028	Diff 2022-28
Full time Surcharge – equivalent cost per hour	$0.04	$0.06	$0.13	$0.08
Part time Surcharge – equivalent cost per hour (20 hrs)		$0.07	$0.08	$0.01
Minimum wage	$14.49	$15.74	$19.53	$5.04
Workers Comp		4.80%		
Health Insurance		10.00%		
Other cost implications of City budget as noted				

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Budget Process Schedule

September

City Manager Recommended Biennium Budget Published 9/30

October

Budget tool open 10/3
Council Workshops 10/10-11/7

November

First Reading 11/14
Public Hearing 11/21

Timeline of budget process schedule

Questions and Direction

City Council Budget Questions

Updated: October 19, 2022

Q. There is $0.5 million added for HVAC upgrades at the current Operations Center. We are building a new one. Does it make sense for us to invest in the facility we will not need long term?

A. Normally, if the transition from the current facility to the new one is anticipated to take place within 3-4 years, we choose not to invest in modifications. In this case, it is highly likely that the move-in date will be 2027 or 2028. Due to the timing of transition, HVAC repair and upgrades were warranted. We always look to balance the costs associated with an investment like this against the useful life and have historically used a 5-year guideline. In some cases, it may not make sense because reactive, episodic repairs erode the cost savings of deferred maintenance on facility that is planned to be replaced. We will continue to be flexible as we seek to optimize this balance for this as well as other facilites such as replacement fire stations.

Q. I like what I'm seeing for LED Streetlight replacement and repair (P. 385, 386, 394). I also like the $.5M for the charging stations. That might be a little low and there should be a significant grant from CPU (P.359).

A. The City will seek to leverage local resources with grants through CPU as well as what may be available in the recently passed federal legislation. The budget also includes grant writer capacity for this purpose as well as many other functions and programs at the City. If this yields additional funding or rebates, we could amend the budget during one of the supplemental appropriations next year.

Q. My overall concern are the interest rates. 7% is going to be a problem that is going to have a dramatic impact on the economy. Should we be planning for a less optimistic forecast?

This is a more optimistic and aspirational budget than we have developed in the past. We are also likely headed towards recession in the next year or two. The City has a $5 million revenue stabilization balance in the General Fund and have our reserves funded to our Financial policies. Our most volatile revenue source is Sales Tax, while other revenue sources to the General Fund are very reliable and predictable. Sales tax is highly dependent on the economy and has been slowing down these last three months, although it remains on track to exceed forecast this year. Due to the evolution of the local economy and the advent of internet sales tax, sales taxes are less volatile than it was during prior economic events. As the City has done in the past, staff will closely monitor revenues and make recommendations to the City Manager and his directors to slow down spending if needed. This can be accomplished through freezing vacant positions and delaying capital investments. A large portion of new additions in the budget are one-time in nature, including many positions, which gives good flexibility to respond to a downturn. We have already alerted the City leadership that this is the environment we are operating in. We are confident the City organization and Council will successfully navigate through whatever the economy brings to us in the next two years without negatively impacting the City's financial stability.

Q. Is a new fire station in Fruit Valley road under consideration?

A. The budget includes the capital investments as outlined to the voters in the work leading to Proposition 2, which were developed by Chief Brennan Blue and his team and based on a data driven analysis of system needs to improve response times and resulting outcomes. That analysis did not show that the Fruit Valley was underserved. Because of the specificity of the commitments associated with Proposition 2, only those investments included in the ballot resolution may be funded with proceeds from that levy.

For reference, the one-time cost to build a new station is estimated at $15-20 million (depending on market conditions), the acquisition of fire apparatus (trucks and/or engines) and staffing and operations of a station requires the hiring of 15 firefighters (ongoing cost). The analysis of station locations is based on the emergency call trends and forecast service area-wide and can be found here. Chief Blue can provide additional information and insight to City Council on follow up if needed.

Q. What is the City doing to get better accessibility into the City's facilities, including Firstenburg and Marshall centers?

A. Both centers are currently accessible for individuals with disabilities. During the remodel of the Marshall center in 2017, the changing rooms were modified to accommodate use by individuals with disabilities. In addition, the Marshall Pool was upgraded including improvements to the pool systems, deck, and pool tank. Also, additional pool access and three new individual/family change rooms were created. Both Marshall and Firstenburg centers exceed code requirements for bathrooms and changing spaces.

Other accessibility investments include funding for a tactile printer and software, to enable City materials to be translated for those who have visual impairment, as well as enhanced capacity (through staff and technology) to better engage unheard and under-heard voices in our programmatic and project- based community engagement.

The recommended budget also includes funding for accessibility improvements at City Hall, and other facility investments (police, fire) which will all incorporate best practices for accessibility.

Multi-lingual/translation services are recommended to be enhanced in this budget through a combination of expanded contract translation services as well as part time, temporary and project-based staff focused community engagement. Permanent FTEs for translation services were not included because it is challenging to cover the wide range of languages spoken in the community at the time. Currently, contracted services provide valuable flexibility to meet the multi-lingual needs of the community.

Recommended Business License Fee and Surcharge Program Amendments

Background

The City imposes business licensing requirements and associated fees on all businesses with gross revenues above $12,000 in the City. The City's business license program is not a regulatory license, but rather a mechanism to gather data, support administrative functions associated with the licensing program and generate revenue for municipal purposes. The program currently includes two components:

- A base business license fee of $200 per location per year for all businesses (generates approximately $2 million annually)
- Business License Surcharge (BLS) (also known as "head tax") that is a $90 annual fee per full time equivalent employee (FTE) employed by businesses with gross annual revenues over $12,000 (generates $4.2 million annually).

Nonprofit organizations pay the per location fees, but do not pay the business license surcharge fees. The BLS was originally adopted in 2007 to fund transportation investments at a rate of $50 per FTE per year. It was amended in 2016 to add $20 dedicated to additional transportation improvements and in 2017 to add another $20 dedicated to police funding. As of 2022, the total annual fee is $90 per FTE. The cap on the maximum number of FTEs the surcharge was applicable to has been lifted in 2020. Since inception, the fee has not been adjusted for inflation. As part of the City's business relief pandemic response, the BLS was suspended in its entirety between Spring 2020 and March 2022 and remains suspended through the end of 2022 for businesses hardest hit by state pandemic mandates.

In a "normal" year (pre-pandemic), the program generates approximately $6.2 million annually, distributed as follows: 22.7% to General Fund unrestricted revenue, 23.4% to Police and the remaining 53.9% to Transportation.

Recommendation

This budget recommends a refresh of the BLS program to be implemented over a six-year period to expand the tax base, account for inflation, increase revenues and expand uses of the revenue consistent with Council and community priorities. This is accomplished through:

- Expanding the base of businesses subject to the FTE surcharge by converting the gross revenue threshold of exemption to a new lower tiered BLS rate structure.
- Amending the base fee to:
  - Establish a new lower tier base "location fee" of $25, increasing the fee to $30 by 2028 for businesses with gross revenues of more than $2,000 and less than $20,000 annually. This is intended

to capture businesses conducting business more effectively via remote workers or independent contractors in Vancouver.

- Increase the current base fee for business with gross revenues greater than $20,000 annually from $200 to $250 by 2028, utilizing the annual inflationary increase on the rate as a mechanism for adjusting the rates.
- Support capacity for the city to equitably enforce payment of the surcharge by all businesses to which it applies.

- Consistent with the State of Washington's Model Ordinance, those conducting business in Vancouver and earning less than $2,000 per year will be excluded from paying either the base fee or the surcharge.

- Updates the current BLS fee rate to:
  - Reflect inflationary increases since the program's inception (2007/2016/2017) to update the current base fee to $120 in 2023 to increase gradually and predictably the annual per FTE fee to $260 by 2028.
  - Establish a new Part-Time Employee (<30 hours per week) fee of $75 in 2023, increasing to $88 by 2028.

In development of this recommendation, issues of complexity, ease of administration and compliance for both payers and the city were also considered.

Sample cost to representative businesses:

Representative Business	Current Cost	Marginal Cost of 2023-24 budget		Total Costs
		2023	2024	
1 employee, gross annual revenue >$2,000<$20,000	$200 (if above $12,000)	$25	$26	$55
10 employees, 5 FTE/5 PTE, gross annual revenue >$20,000	$875	$1,185	$1,339	$2,524
100 employees, 90 FTE/10 PTE	$8,750	$11,760	$13,664	$25,424

These changes are forecasted to generate approximately $10.7 m in new revenue on full implementation by 2028, for a total revenue from this source forecasted to be $17 million annually. The recommended uses in the 2023-24 biennium are as follows: Transportation, 40%, Economic Development, 25%, Police 18%, and General Fund, 18%.

The Recommended Budget anticipates the new funding to be invested into new capacity-building street investments, replacement of aged playground equipment and updates of several playgrounds, including that at Marine Park, Jaggy Road and Fruit Valley Park playgrounds, increased police staffing and public infrastructure facilitating economic development.

For context, the total estimated value of 2021 non-farm payroll in Vancouver was $5.27 billion and the total taxable sales in 2021 was $6.8 billion. If we consider these proxies to quantify economic activity in Vancouver, the total revenue generated by the recommended BLS changes in the biennium equates to approximately 0.0009% of total economic activity in Vancouver.

CITY OF Vancouver WASHINGTON

Staff Report: 149-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 10/24/2022

SUBJECT 2022 West Curb Ramps Project, construction acceptance and release of retainage bond

Key Points

- The City is resurfacing streets with hot mix asphalt (HMA) and preserving streets with micro-surfacing and cape seal surface treatments.
- Per Federal Highway Administration (FHWA), streets receiving treatments that are considered an alteration are required to be upgraded so that existing curb ramps meet current Americans with Disabilities Act (ADA) requirements. Alterations include HMA resurfacing, microsurfacing, and cape seal.
- Contract was awarded April 2022.
- Construction began in April 2022 and completed in September 2022.
- Contractor met the project apprenticeship utilization goal of 3%.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

This project installed 66 ADA compliant ramps at various intersection corners prior to the street resurfacing project as part of the Pavement Management program. Advance Excavating Specialists of Kelso, Washington has satisfactorily completed the subject improvements in accordance with the plans and specifications.

The original construction contract bid amount was $707,000.00. Field adjustments during construction increased the contract amount to $712,696.25, an 0.8% increase. The increase was due to an overrun in the flagging quantity necessary to safely perform the work.

An apprenticeship utilization goal for the project was 3%. The contractor achieved apprenticeship utilization of 4% by using 214 apprentice hours out of the 5096.25 hours worked on this project.

Advantage(s)

1. Completes the City's contractual requirement to accept the project.
2. Formal project acceptance allows for closure on third party bond claims and facilitates release of the contractor's retainage.

Disadvantage(s)

None

Budget Impact

This project is funded by Pavement Management Program in the Street Fund.

Prior Council Review

Award of construction contract for the 2022 West Curb Ramps Project on April 4, 2022.

Action Requested

On October 24, 2022, accept the 2022 West Curb Ramp Project as constructed by Advance Excavating Specialists, of Kelso, Washington, and authorize release of retainage bond, subject to receipt of all documentation required by law.

Steve Lee, Senior Civil Engineer, 360-487-7752

Item #2.

Staff Report: 150-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 10/24/2022

SUBJECT Bid Award - Vista Robles Sewer Improvements

Key Points

- The project will install approximately 660 linear feet of 8-inch gravity sewer mains and approximately 530 linear feet of 2-inch pressure main providing 27 parcels with reliable sewer service.
- The City received 4 bids for the project.
- Staff proposes awarding a contract to the lowest, responsive bidder, Parker Pacific Development of Lake Oswego, OR, at the bid price of $446,807.83.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

The Vista Robles project is proposed to be constructed under the Sewer Connection Incentive Program (SCIP). This project will provide reliable sewer service to 27 parcels by installing approximately 660 linear feet of 8-inch gravity sewer mains and 530 Linear feet of 2-inch pressure mains in NE 137th Avenue, NE 65th Street, NE 66th Street and NE 67th Street.

On September 27, 2022, the City received 6 bids for the subject project. The bids ranged between $446,807 and $697,706. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	**AMOUNT**
Parker Pacific Development, Lake Oswego, OR	$446,807.83
Advanced Excavating Specialists, LLC, Longview, WA	$489,543.54
North Cascades Excavating, LLC, Woodland, WA	$536,444.82
Halme Excavating, Inc., Battle Ground, WA	$558,162.53
Nutter Corporation, Vancouver, WA	$559,636.83

Clark & Sons Excavating, Inc., Battle Ground, WA	$697,706.96
Engineers’ Estimate	$400,000

The City of Vancouver's apprenticeship program establishes apprentice utilization goals based on the Engineer's Estimate for a given project. Based on the Engineer's Estimate, this project falls below the $500,000 threshold and will therefore not be required to meet an apprenticeship utilization goal.

There is sufficient budget to allow for the low bid that has come in over the engineer's estimate.

Advantage(s)

1. Provide reliable sanitary sewer service to residents.
2. Subsequent decommissioning of septic systems will protect the communities water supply.

Disadvantage(s)

None

Budget Impact

Funds for the sanitary sewer improvements were appropriated in the Sewer Construction Fund, Capital Improvement Program 2021-2022 Budget.

Prior Council Review

Funding previously reviewed by Council as part of the 2021-2022 Sewer Construction Fund Capital Budget.

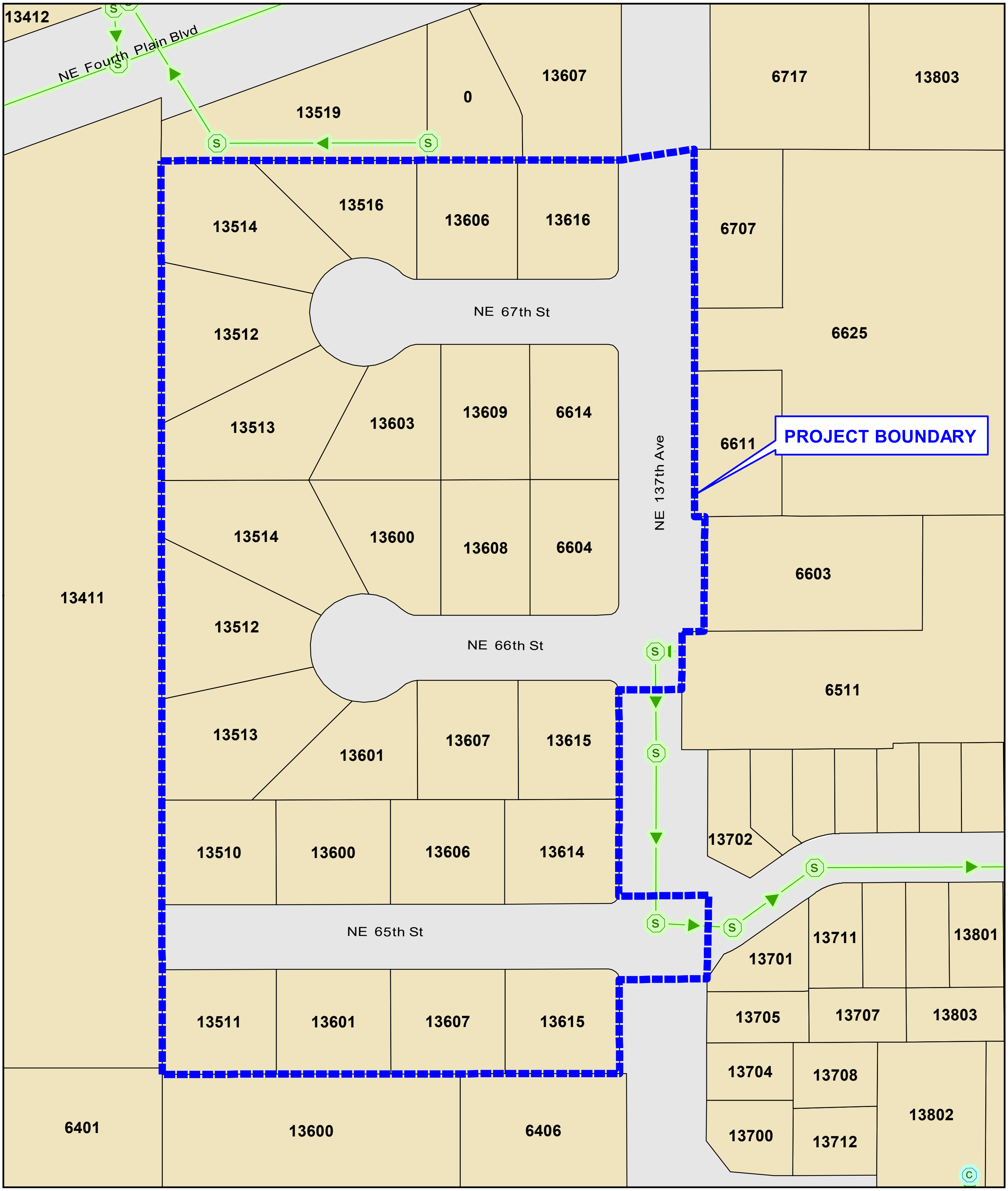
Action Requested

Award a construction contract for the Vista Robles Sanitary Sewer Improvement project to the lowest responsive and responsible bidder, Parker Pacific Development of Lake Oswego, OR at their bid price of $446,807.83, which includes Washington State sales tax.

Sheryl Hale, Senior Civil Engineer, 360-487-7151

ATTACHMENTS:

- Project Boundary Map - Vista Robles
- Contract



CITY OF Vancouver WASHINGTON

Vista Robles
Sewer Extension
(26 Lots)
Project Number: 100469

1 inch = 120 feet

CONTRACT # _____________
ITB 22-35: Vista Robles Sewer Improvements

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Parker Pacific Development, dba Parker Pacific Excavating hereinafter referred to as "Contractor," whose address is PO Box 511, Lake Oswego, OR 97034, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Vista Robles Sewer Improvements. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 22-35 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on __________ per Staff Report No. __________; and

WHEREAS, the Contractor has represented by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

1. **STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

   This Contract provides for the furnishment and installation of approximately 613 linear feet of 8-inch PVC gravity sewer main, 50 linear feet of 8-inch C900 gravity sewer main and 533 linear feet of 2-inch pressure sewer main including all laterals, manholes, and all appurtenances as shown on the plans and specifications herein. The sewer shall be installed within the existing public rights-of-way in the following streets: NE 137th Avenue, NE 65th Street, NE 66th Street. and NE 67th Street. The Contractor shall restore the existing pavement where trenching takes place as specified herein, and grind and replace the existing pavement outside of the trench areas where shown on the plans and specified herein and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

   The contract work shall be fully complete within 25 Working Days from the Notice to Proceed.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature dated below.

3. **E-VERIFY PROGRAM:** 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 Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United

States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all 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. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.
   At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:
   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;
   2. Have a current Washington Unified Business Identifier (UBI) number;
   3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
   4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
   5. If applicable, have:
      i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
      ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
      iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
      iv. An electrical contractor license, if required by Chapter 19.28 RCW;
      v. An elevator contractor license, if required by Chapter 70.87 RCW.
   6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

5. **DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

6. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.5% Washington State Sales Tax (if applicable) $446,807.23.

   The amount finally to be paid is, however, variable upon the work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Proposal and as modified by any and all approved Change Orders.

7. **CONTRACTOR'S INSURANCE:** The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$2,000,000
IV. Pollution Legal Liability	
Each Claim	$1,000,000
Annual Aggregate	$2,000,000

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

9. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

10. **EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

11. **PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance 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. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

    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 shall be final, conclusive and binding on all parties involved in the dispute.

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    Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. 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 RCW 39.08.030 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.

    No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department a Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor’s noncompliance with this section shall constitute a violation of RCW 39.12.050.

13. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, 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 City retains the right to participate in said suit.

This indemnity and hold harmless shall include any claim made against the City 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 City and the Contractor, such cost, fees and expenses shall be shared between the City 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 City. 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.

14. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

15. **PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

16. **AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

17. **AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

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

19. **JURISDICATION/VENUE:** In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.

20. **COOPERATIVE PURCHASING**: The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, the 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 agrees to allow other public agencies to purchase goods and services under this solicitation or 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.

21. **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 the other party's express written authorization.

22. **TERMINATION FOR CONVENIENCE:** The City, 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 City.

    In the event this Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

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

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

24. **OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and it's sureties for said breach or default, including but not limited to termination of this Contract for convenience.

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

26. **ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.

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

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

29. **BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

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

31. **INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
    1. Amendments to the Contract,
    2. This Contract,
    3. Addenda to the Solicitation,
    4. The Solicitation,
    5. Contractor's Proposal,
    6. Special Provisions,
    7. Contract Plan Set,
    8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
    9. General Conditions for Facility Construction,
    10. City of Vancouver Standard Plans,

11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

32. **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.

Anna Vogel	Blake Parker
City of Vancouver	Parker Pacific Excavation
415 W 6th St.	PO Box 511
PO Box 1995	Lake Oswego, OR 97034
Vancouver WA 98668-1995	

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

CITY OF VANCOUVER	**CONTRACTOR:**
A municipal corporation	Parker Pacific Excavation
Eric Holmes, City Manager	Signature
Date	Printed Name /Title
Attest:	Date
Natasha Ramras, City Clerk	
Approved as to form:	
Jonathan Young, City Attorney	

Item #3.

Staff Report: 151-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 10/24/2022

SUBJECT Bid Award - NE 22nd AVE Pump Station Removal & Gravity Sewer Extension

Key Points

- The project will install approximately 940 linear feet of 8-inch gravity sewer mains and decommission the Earhart Pump Station.
- The City received 4 bids for the project.
- Staff proposes awarding a contract to the lowest, responsive bidder, Advanced Excavating Specialists, LLC of Kelso, WA, at the bid price of $592,225.55.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained

Present Situation

The NE 22nd Ave project is to be constructed under the Sewer Capital Improvement Program. This project will eliminate the need for a small pump station that serves very few parcels and was intended to be temporary when originally installed. Gravity sewer will be installed in NE 22nd Ave at a depth required to collect the flows that currently enter the pump station.

On October 4, 2022, the City received 4 bids for the subject project. The bids ranged between $590,000 and $1,040,000. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	**AMOUNT**
Advanced Excavating Specialists, LLC, Longview, WA	$592,225.55
Catworks Construction, Vancouver, WA	$644,572.46
Nutter Corporation, Vancouver, WA	$656,369.67
McDonald Excavating, Inc., Washougal, WA	$1,040,919.71
Engineers’ Estimate	$459,683.00

The City of Vancouver's apprenticeship program establishes apprentice utilization goals based on the Engineer's Estimate for a given project. The Engineer's Estimate for this project falls below the required threshold for apprentices, therefore, there isnot an apprenticeship goal for this project.

There is sufficient budget to allow for the low bid that has come in over the engineer's estimate.

Advantage(s)

1. Provide reliable sanitary sewer service to residents.
2. Removal of an existing pump station will eliminate lifelong maintenance.

Disadvantage(s)

None

Budget Impact

Funds for the sanitary sewer improvements were appropriated in the Sewer Construction Fund, Capital Improvement Program 2021-2022 Budget.

Prior Council Review

Funding previously reviewed by Council as part of the 2021-2022 Sewer Construction Fund Capital Budget.

Action Requested

Award a construction contract for the NE 22nd Ave Pump Station Removal & Gravity Sewer Extension project to the lowest responsive and responsible bidder, Advanced Excavating Specialists, LLC of Kelso, WA at their bid price of $592,225.55, which includes Washington State sales tax.

Sheryl Hale, Senior Civil Engineer, 360-487-7151

ATTACHMENTS:

- Project Boundary Map - NE 22nd AVE PS Removal
- Contract

1in = 3,000ft **NE 22nd Ave Pump Station Removal & Gravity Sewer Extension**

CITY OF Vancouver WASHINGTON

N W E S

PRJ100639

THE UTILITY INFORMATION SHOWN ON THIS MAP DOES NOT INDICATE OR IMPLY AVAILABILITY. CONTACT THE ENGINEERING COUNTER STAFF AT THE CDD PERMITS CENTER AT (360) 487-7804 OR 415 W. 6TH ST. FOR AVAILABILITY OF SERVICE.

THIS INFORMATION IS COMPILED FROM A VARIETY OF SOURCES. THE CITY OF VANCOUVER ASSUMES NO

CONTRACT # C-101040
ITB 22-38: NE 22nd Ave Pump Station Removal & Gravity Sewer Extension

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Advanced Excavating Specialists, LLC hereinafter referred to as "Contractor," whose address is 1200 Hazel Street, Kelso, WA 98626, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for NE 22nd Ave Pump Station Removal & Gravity Sewer Extension. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 22-38 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on ___________ per Staff Report No. ___________; and

WHEREAS, the Contractor has represented by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

1. **STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

   This Contract provides for the furnishment and installation of approximately 943 lineal feet of 8-inch PVC gravity sewer main. The sewer will be installed within the existing City of Vancouver Sanitary Sewer right-of-way, including all laterals, manholes, and all appurtenances as shown on the plans and specified herein. This work will include abandoning in place 1110 lineal feet of 8-inch of existing gravity sewer main and decommission 5 existing manholes and 1 existing sewer pump station and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

   The contract work shall be fully complete within 30 Working Days from the Notice to Proceed.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature dated below.

3. **E-VERIFY PROGRAM:** 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 Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all 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. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

   At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

   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;
   2. Have a current Washington Unified Business Identifier (UBI) number;
   3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
   4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
   5. If applicable, have:

      i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

      ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;

      iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

      iv. An electrical contractor license, if required by Chapter 19.28 RCW;

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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. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

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 shall be final, conclusive and binding on all parties involved in the dispute.

12. **PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate and are in compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

    Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. 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 RCW 39.08.030 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.

    No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department a Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor’s noncompliance with this section shall constitute a violation of RCW 39.12.050.

13. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, 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 City retains the right to participate in said suit.

This indemnity and hold harmless shall include any claim made against the City 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 City and the Contractor, such cost, fees and expenses shall be shared between the City 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 City. 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.

14. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

15. **PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

16. **AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

17. **AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

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

19. **JURISDICATION/VENUE:** In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of

litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.

20. **COOPERATIVE PURCHASING**: The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, the 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 agrees to allow other public agencies to purchase goods and services under this solicitation or 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.

21. **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 the other party's express written authorization.

22. **TERMINATION FOR CONVENIENCE:** The City, 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 City.

    In the event this Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

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

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

24. **OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and it's sureties for said breach or default, including but not limited to termination of this Contract for convenience.

25. **WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any

other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

26. **ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.

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

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

29. **BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

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

31. **INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
    1. Amendments to the Contract,
    2. This Contract,
    3. Addenda to the Solicitation,
    4. The Solicitation,
    5. Contractor's Proposal,
    6. Special Provisions,
    7. Contract Plan Set,
    8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
    9. General Conditions for Facility Construction,
    10. City of Vancouver Standard Plans,
    11. WSDOT Amendments to the WSDOT Standard Specifications,
    12. WSDOT Standard Specifications,
    13. WSDOT Standard Plans.

32. **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.

Anna Vogel City of Vancouver 415 W 6th St. PO Box 1995 Vancouver WA 98668-1995	Michael P Lafave Advanced Excavating Specialists, LLC 1200 Hazel Street Kelso, WA 98626

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

CITY OF VANCOUVER A municipal corporation	**CONTRACTOR:** Advanced Excavating Specialists, LLC.
____________________ Eric Holmes, City Manager	____________________ Signature
____________________ Date	____________________ Printed Name /Title
Attest:	____________________ Date
____________________ Natasha Ramras, City Clerk	
Approved as to form:	
____________________ Jonathan Young, City Attorney	

Item #4.

Staff Report: 152-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 10/24/2022

SUBJECT Easement Vacation - Heritage High School

Key Points

- Vacation of sanitary sewer easement recorded under Auditor's File Number 3451221 will release approximately 17,958 square feet of encumbered private property.
- Staff is recommending the collection of no compensation for the vacated area.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained

Present Situation

The existing sewer main running through the Heritage High School property was originally intended to be public and maintained by the City of Vancouver. As such, a public sewer easement over the main was dedicated to the City by the Evergreen School District. However, it was subsequently agreed that all sewer facilities within the school property would be owned and maintained by the District under the campus provisions provided by WAC 173-240-104. The District has therefore requested that the City release the public sewer easement.

Advantage(s)

Releasing unnecessary easements reduces parcel encumbrance.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

None

Action Requested
Authorize the City Manager or their designee to sign the attached easement release.

Sheryl Hale, Senior Civil Engineer, 360-487-7151

ATTACHMENTS:

- Easement Vacation Packet - Heritage High School

Attachment ‘A’

RECORD AND RETURN TO:
City of Vancouver
City Clerk's Office
P O Box 1995
Vancouver, WA 98668-1995

RELEASE OF SANITARY SEWER EASEMENT

LET IT BE KNOWN BY EVERYONE: That City of Vancouver, a municipal corporation of the state of Washington, for and in consideration of one dollar ($1.00) and other good and valuable consideration does hereby release the sanitary sewer easement described as follows:

> A fifteen (15) foot wide sanitary sewer easement, described in that Sewer Easement, Evergreen School District 114 to City of Vancouver, recorded April 15th, 2002, under Auditor's File Number 3451221, records of Clark County Washington, attached hereto as Exhibit "A" (4 pages).

Executed this ________ day of ____________________, 2022.

CITY OF VANCOUVER

____
Eric Holmes, City Manager

Approved as to form:	Attest:
_______________________________	______________________________
Jonathan J. Young, City Attorney	Natasha Ramras, City Clerk

State of Washington)
:ss.
County of Clark)

I certify that I know or have satisfactory evidence that Eric Holmes is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as City Manager of City of Vancouver, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of ________________, 2022.

____
NOTARY PUBLIC in and for the state
of Washington residing at ___________________
My Commission expires:___________________

Exhibit 'A'

3451221
Page: 2 of 5
04/15/2002 08:31A
CITY OF VANCOUVER SEWEAS 13.00 Clark County, WA

Do not write, stamp or sign above this line

SEWER EASEMENT File: 97-257

The Grantor(s), Evergreen School District 114, for and in consideration of One Dollar ($1.00) and other valuable consideration, hereby bargain, sell and convey to the City of Vancouver, a municipal corporation of the State of Washington, an easement over, under and across the following described real estate in Clark County, to wit:

First Line Legal/Parcel #: AF8004300030, AF8503140021, AF8507120035, AF9508140109, AF9508140110

Address: 7825 NE 130 Avenue Vancouver, WA 98682

This easement is granted for the purpose of constructing, installing, reconstructing, enlarging, repairing, operating and maintaining a sewer. The City of Vancouver, grantee herein, and its agents and contractors will have the right to enter upon the premises for such purposes. The easement areas herein conveyed will be restored to a condition as good as or better than existed prior to construction, and that the city, its agents or contractors will not cause any unnecessary damage or commit any waste upon the above described premises. The grantor(s), its executors, agents, assigns and successors in interest agree and covenants to obtain written consent from the City of Vancouver prior to allowing the construction of any improvements, or prior to planting trees or other types of vegetation, upon the permanent easement area described herein.

Dated this 27 day of July, 1999.

STATE OF WASHINGTON)
) ss:
COUNTY OF CLARK)

Signature

Richard Melching, Superintendent
Printed Name

I certify that I know or have satisfactory evidence that Richard Melching signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Superintendent of Evergreen School District to be the free and voluntary act of such party for uses and purposes mentioned in the instrument.

Dated this 27 day of July, 1999.

Barbara R Schmauder
Signature of Notary Public

Barbara R. Schmauder
Printed Name of Notary

Title: Notary Public for the State of WA, residing

My Commission Expires: 4-1-2002

Notary Public
State of Washington
BARBARA R. SCHMAUDER
My Appointment Expires ... 2002

Exhibit 'A'

3451221
Page: 3 of 5
04/15/2002 08:31A
CITY OF VANCOUVER SEWEAS 13.00 Clark County, WA

LEGAL DESCRIPTION
Exhibit A

PARCEL #154527-000
#105 RICHARD MCCARY DLC 40.28A M/L PTN OF MCCARY DLC IN SECS 2, 3,& 11-2-2 DAF: BAAP ON C/L OF NE 130TH AVE PER BK 9 PG 535 SD PT BEING S 89 DG 49' 00" E 680 FT FROM SW COR OF THE MCCARY DLC TH N 0 DG 00'47" E ALG C/L OF NE 130TH AVE 701 FT TO TPOB TH N 0 DG 00' 47" E ALG NE 130TH AVE 991.20 FT TO S R/W LI OF PROPOSED PADDEN EX- PRESSWAY TH ALG R/W N 89 DG 02'26" E 269.47 FT TH ON A CURVE TO LEFT WITH A CENTRAL ANGLE OF 5 DG 13'50" RADIUS OF 5,804.58 FT LENGTH OF 529.90 FT TH N 83 DG 48'36" E 372.08 FT TH ON A CURVE TO RI WITH A CENTRAL ANGLE OF 2 DG 53'19" RADIUS OF 5654.58 FT LENGTH OF 285.08 FT TO TT CVYD AS PARCEL I TO N.H. HARNER PER G610982 TH S 0 DG 03' 11" W ALG THE HARNER TT 1468.55 FT TO AN EXISTING FENCE LI TH ALG FENCE LI THE FOLL COURSES: N 89 DG 36'00" W 775.48 FT S 89 DG 09' 31" W 51.77 FT TAP THAT IS 20 FT E OF SEC LI BET SECS 10 & 11 TH N 0 DG 27' 00" W 369.48 FT TAP ON ELY EXTENSION OF N LI OF TT CVYD TO J. D. KERWOOD PER G741934 TH N 89 DG 49' 00" W 620.85 FT TO POB EXC W 20 FT BEING NE 130TH AVE & THT PTN DD TO 130TH PER EX 439025 & TO PADDEN PARKWAY PER EX 464239 & EXCISE 207613 4/30/80

PARCEL #154516-000

#94 RICHARD MCCARY DLC .66A THAT PTN OF RICHARD MCCARY DLC DAF: BAAP ON S LI OF SD DLC THAT IS S 89 DG 49' E 660 FT FROM SW COR THOF TH N 541 FT TO TPOB TH N 160 FT TH S 89 DG 49" E 190 FT TH S 160 FT TH N 89 DG 49' W 190 FT TO TPOB EXC PTN LYING WIIN 130TH AVE PER EX 439025

PARCEL #154457-000

#34 OF RICHARD MCCARY DCL 4.41A BAAP THAT IS S 89 DG 49 MIN E 660 FT & N 313.5 FT FRM SW COR MCCARY DLC T2NR2EWM SD PT BEING IN CNTR OF 40 FT RD & RNG TH N 1010.5 FT TH S 89 DG 49 MIN E 620.6 FT TH S 0 DG 28 MIN E 1010.7 FT TH N 89 DG 49 MIN W TPOB, EXC #94 EXC PTN OF #100 EXC #101 EXC PTN DD TO 130TH AVE PER EX 439025

Exhibit 'A'

PROPOSED EASEMENT FOR A SANITARY SEWER

BY W.B. WELLS AND ASSOCIATES
FILE NO. 97-257
JULY 14, 1999

A 15 FOOT WIDE STRIP OF LAND BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE FOR THE PURPOSE OF A SANITARY SEWER EASEMENT, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN STATUTORY WARRANTY DEED TO EVERGREEN SCHOOL DISTRICT IN AF#8004300030, CLARK COUNTY, WASHINGTON, DATED APRIL 30, 1980, STATUTORY WARRANTY DEED TO JIMMY DALE KERWOOD IN AF#8503140021, CLARK COUNTY, WASHINGTON, DATED MARCH 14, 1985, STATUTORY WARRANTY DEED TO JIMMY DALE KERWOOD IN AF#8507120035, CLARK COUNTY, WASHINGTON, DATED JULY 12, 1985, AND PERSONAL REPRESENTATIVES' DEED OF MARILYN MARIE HAMILTON AND CYNTHIA ANNE HARVEY IN AF#9508140109 AND AF#9508140110, CLARK COUNTY, WASHINGTON, DATED AUGUST 14, 1995, SITUATED IN SECTIONS 2,3, 10 AND 11, TOWNSHIP 2 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY, STATE OF WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID AF#9508140109 AND THE EAST RIGHT-OF-WAY LINE OF NORTHEAST 130TH AVENUE; THENCE SOUTH 89°48'58" EAST ALONG THE SOUTHERLY LINE OF SAID AF#9508140109 A DISTANCE OF 346.28 FEET TO THE **TRUE POINT OF BEGINNING** OF THIS HEREIN DESCRIBED CENTERLINE; THENCE LEAVING SAID SOUTHERLY LINE NORTH 00°07'14" WEST, A DISTANCE OF 134.01 FEET TO A MANHOLE; THENCE NORTH 89°49'20" EAST, A DISTANCE OF 255.15 FEET TO A MANHOLE; THENCE NORTH 00°14'33" WEST, A DISTANCE OF 264.92 FEET TO A MANHOLE; THENCE NORTH 57°26'23" EAST A DISTANCE OF 168.31 FEET TO A MANHOLE; THENCE NORTH 00°01'01" EAST A DISTANCE OF 374.80 FEET TO A POINT BEING 7.5' PAST A MANHOLE AND THE TERMINUS OF THIS HEREIN DESCRIBED CENTERLINE. THE SIDELINES WILL EXTEND OR TERMINATE TO THE POINT OF INTERSECTION WITH THE PREVIOUS COURSE. THE ENDING SIDELINES ARE TO TERMINATE AT RIGHT ANGLES TO THE CENTERLINE.

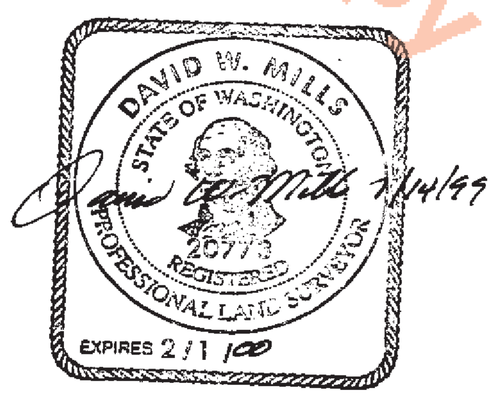


Exhibit 'A'

3451221
Page: 5 of 5
04/15/2002 08:31A
Clark County, WA
CITY OF VANCOUVER SEWEAS 13.00

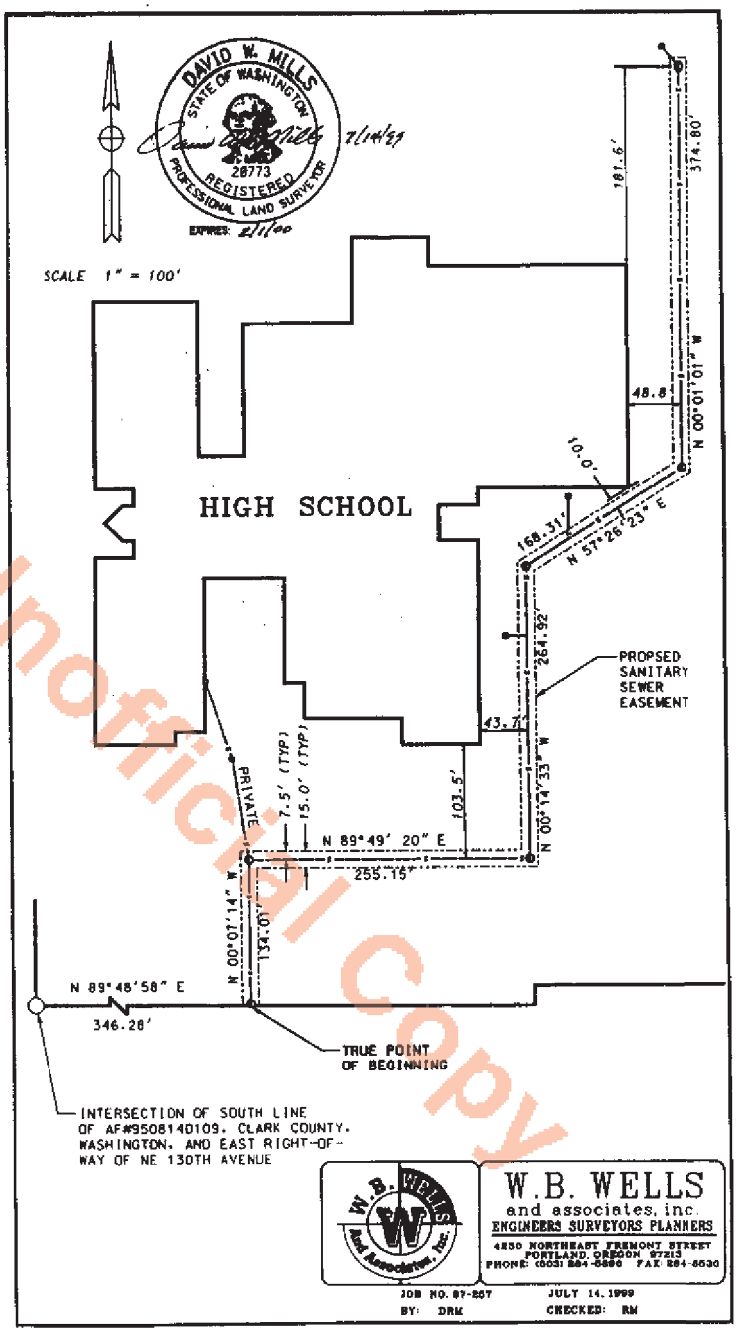
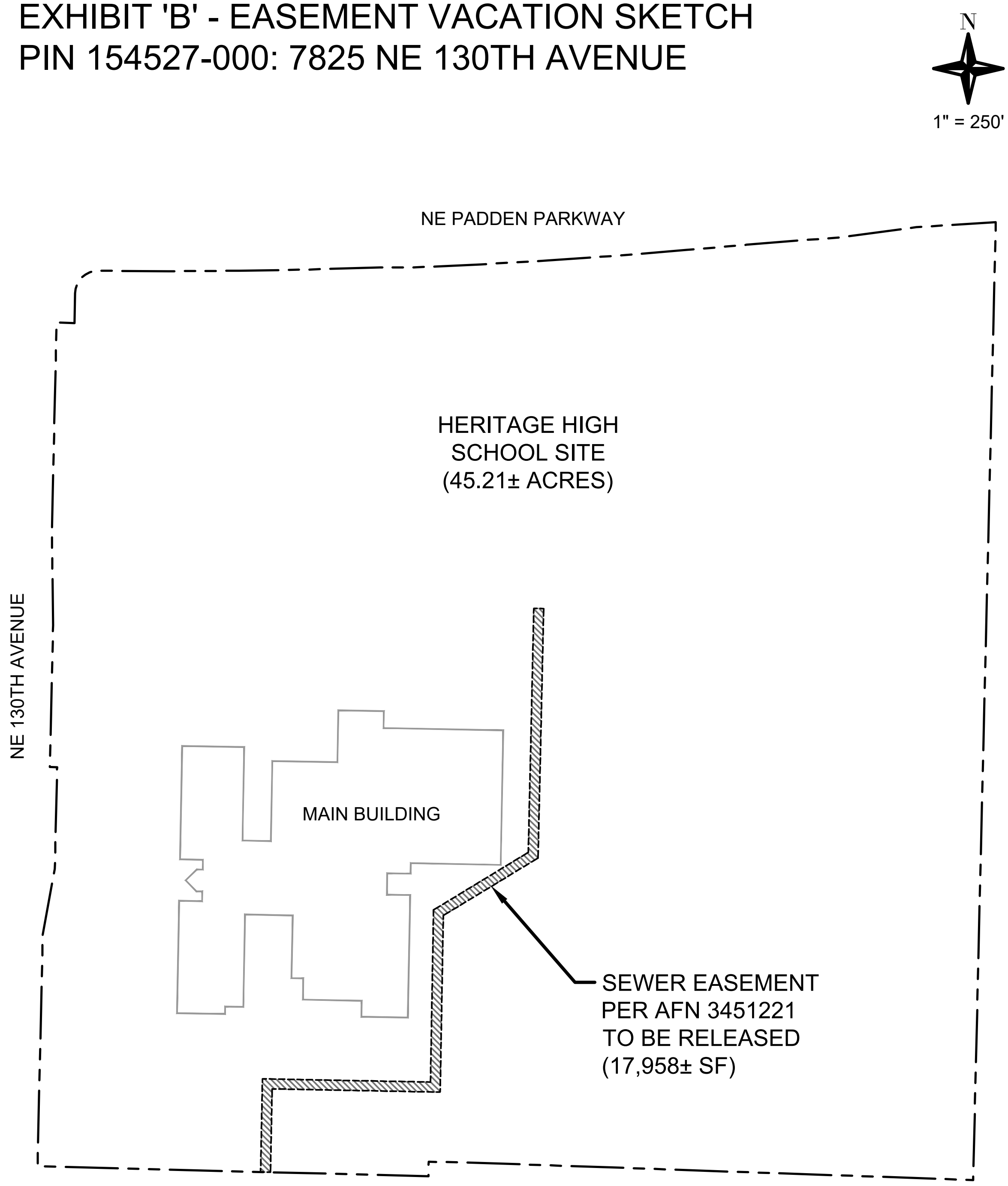


EXHIBIT 'B' - EASEMENT VACATION SKETCH
PIN 154527-000: 7825 NE 130TH AVENUE



CITY OF Vancouver WASHINGTON

Attachment “B”

Legal Description of the Parcel

A parcel of land located in a portion of the Southwest quarter of the Southwest quarter of Section 2, a portion of the Southeast quarter of the Southeast quarter of Section 3, a portion of the Northeast quarter of the Northeast quarter of Section 10, and a portion of the Northwest quarter of the Northwest quarter of Section 11, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington more particularly described as follows:

COMMENCING at a point on the centerline of NE 76th Street being the Northwest corner of the John Calder Donation Land Claim Number 44, marked by a 3" brass disk, see Land Corner Record Book 7, at Page 114, records of Clark County;

Thence along said centerline, South 88°31'05" East, 2667.85 feet to the Northeast corner of the Sifton Townsite marked by a reset 3" brass cap as shown in Record of Survey Book 53, Page 107, records of Clark County;

Thence along said centerline, North 88°31'05" West, 1987.33 feet to the centerline intersection of said NE 76th Street and NE 130th Avenue;

Thence along the centerline of said NE 130th Avenue, North 01°17'42" East, 1319.79 feet to a 5/8" iron rod with a yellow plastic cap marked "DEAN LS29959", set in "Russel Short Plat" recorded in Book 3, at Page 402, records of Clark County;

Thence along said centerline, South 01°17'42" West, 1006.72 feet;

Thence leaving said centerline, South 88°32'14" East, 30.00 feet to the East Right-of-Way line of said NE 130th Avenue as described in Auditor's File Number 3029896, recorded November 17, 1998 and the **TRUE POINT OF BEGINNING**:

Thence along said East Right-of-Way line the following courses and distances:

> Thence North 01°17'42" East, parallel with said centerline 351.76 feet;
>
> Thence North 10°23'07" East, 101.27 feet;
>
> Thence North 01°17'42" East, parallel with said centerline 155.00 feet;
>
> Thence North 88°42'18" West, 11.00 feet;
>
> Thence North 01°17'42” East, parallel with said centerline 215.00 feet;
>
> Thence North 00°40'47" West, 145.09 feet;
>
> Thence North 01°17’42” East, parallel with said centerline 315.00 feet to a point 150.69 feet Southerly of, when measured at right angles to the construction

centerline of Padden Parkway as described in Auditor's File Number 3222728, recorded May 31, 2000, records of Clark County;

Thence along the Southerly Right-of-Way line of Padden Parkway as described in said Auditor's File Number 3222728, the following courses and distances:

> Thence South 88°42'18” East, 27.00 feet to a point 150.84 feet Southerly of, when measured at right angles to said construction centerline at Engineer's station 159+65.83;
>
> Thence North 01°17'42” East, parallel with said centerline 45.15 feet to a point 105.69 feet Southerly of, when measured at right angles to said construction centerline at Engineer's station 159+66.14;
>
> Thence along the arc of a tangent 35.00 foot radius curve turning to the right, for an arc distance of 54.60 feet, through a central angle of 89°22'42", the long chord of which bears North 45°59'03" East, for a chord distance of 49.23 feet to a point 71.00 feet Southerly of, when measured at right angles to said construction centerline at Engineer's station 160+00.74;
>
> Thence along a reverse 9071.00 foot radius curve turning to the left, for an arc distance of 427 .64 feet, through a central angle of 02°42'04", the long chord of which bears North 89°19'22" East, for a chord distance of 427.60 feet to a point 71.00 feet Southerly of, when measured at right angles to said construction centerline at Engineer's station 164+25.00;
>
> Thence South 89°54'52” East, 50.44 feet to a point 73.00 feet Southerly of, when measured at right angles to said construction centerline at Engineer's station 164+75.00;
>
> Thence along the arc of a non-tangent 9073.00 foot radius curve turning to the left, for an arc distance of 415.77 feet, through a central angle of 02°37'32", the long chord of which bears North 86°20'28" East, for a chord distance of 415.73 feet to a point 73.00 feet Southerly of, when measured at right angles to said construction centerline at Engineer's station 168+87.4l;
>
> Thence North 85°01'42" East, 91.71 feet to a point 73.00 feet Southerly of, when measured at right angles to said construction centerline at Engineer's Station 169+79.12;
>
> Thence along the arc of a tangent 8927.00 foot radius curve turning to the right, for an arc distance of 144.68 feet, through a central angle of 00°55'43”, the long chord of which bears North 85°29'34" East, for a chord distance of 144.68 feet to a point 73.00 feet Southerly of, when measured at right angles to said construction centerline at Engineer's station 171+25.00;

Thence North 82°15'43" East, 114.75 feet to a point 65.00 feet Southerly of, when measured at right angles to said construction centerline at Engineer's station 172+40.00;

Thence North 86°22'58" East, 120.74 feet to a point on the East line of "Pebble Creek Farms Phase 1", recorded in Book H of Plats, at Page 561, records of Clark County, said point being 65.00 feet Southerly of, when measured at right angles to said construction centerline at Engineer's station 173+60.74;

Thence South 01°21'16" West, along said East line, 1455.39 feet to the Northeast corner of "Abbey Lane", recorded in Book H of Plats, at Page 923, records of Clark County;

Thence along the North line of said "Abbey Lane" and the Westerly extension thereof, North 88°00'35" West, 775.48 feet;

Thence North 89°15'04" West, 51.77 feet;

Thence South 00°52'35" West, 21.85 feet to the North line of "Sparhawk Estates" recorded in Book J of Plats, at Page 8, records of Clark County;

Thence along said North line and the Westerly extension thereof, North 88°32'14" West, 593.75 feet and the **TRUE POINT OF BEGINNING**.

CONTAINING 45.21 acres of land, more or less.

COORDINATE SYSTEM: NAD83 (201l) (EPOCH 2010.0000), Washington State Plane Coordinate System, South Zone, US Survey Feet.

Evergreen Public Schools

Cathy Guerraz, Engineering Tech II
City of Vancouver – Permit Center
P.O. Box 1995
Vancouver, WA 98668-1995

August 19, 2022

Re: Easement Vacation Request
Parcel #154527-000, #154516-000, #154457-000

Hi Cathy,

As part of the Heritage High School Remodel & Classroom Addition project, it has been determined that it is in the best interest of Evergreen Public Schools and the City of Vancouver to vacate the existing public sewer easement recorded under AF3451221 (attached) in its entirety. See attached exhibit included in AF3451221 for a sketch of the existing sewer easement. Evergreen Public Schools will retain ownership and maintenance responsibilities of the vacated gravity sewer system on school district property.

Please let me know if you have any questions by contacting me at (360) 604-4077 or by email at susan.steinbrenner@evergreenps.org

Sincerely,

Susan Steinbrenner
Executive Director of Facilities

Administrative Service Center, Facilities Department
13413 NE LeRoy Haagen Memorial Drive/PO Box 8910, Vancouver, WA 98668-8910
(360) 604-4077

Item #5.

Staff Report: 153-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 10/24/2022

SUBJECT Job Order Contracting (JOC) Services for General Construction Contracts

Key Points

- A Request for Proposals (RFP) for Job Order Contracting Services was issued on August 16, 2022, and closed on September 14, 2022, with the intent to award two (2) contracts in support of a Job Order Contracting Program at the City.
- The City received two (2) proposals in response to the RFP and after proposal evaluations and interviews, the highest two scored proposers are Halbert Construction Services LLC of Vancouver, WA, and SDB Contracting Services of Hillsboro, OR.
- Each contract is set for an initial period of two (2) years, with an option to extend for up to one (1) additional year.

Strategic Plan Alignment

N/A

Present Situation

The City has utilized the Job Order Contracting (JOC) program for a variety of projects since 2016. The current JOC contracts expire on October 31, 2022.

The JOC program is an indefinite delivery, indefinite quantity program in which the costs of the project are based on a fixed price per item and the adjustment factor submitted by the contractor for the contract term. The JOC program is intended to save time and money through value engineering when needed and save time as the competitive procurement requirements have already been satisfied with the RFP process. With the award of these attached JOC Services for General Construction contracts, there is no need to prepare bid packages for individual jobs. Therefore, the City could access these JOC contractors on an as-needed basis. Because there are no guarantees of future award of projects, the JOC program motivates JOC contractors to maintain high quality of work.

The City issued RFP 32-22 on August 16, 2022, and closed it on September 14, 2022. The solicitation was advertised in the Columbian, the Daily Journal of Commerce (Portland), and published on the City's website. The City directly notified certified firms listed on the Office of Minority and Women Owned Business Enterprise directory of this solicitation. In addition, per the RCW each contractor will provide the City a Subcontracting Plan that will include how they will outreach and solicit quotes from certified firms.

Advantage(s)

1. Continued use of the JOC program.
2. Improve response times on public works projects and reduce administrative burden.

Disadvantage(s)

None

Budget Impact

No additional budget impact as these projects are budgeted.

Prior Council Review

None

Action Requested

Authorize the City Manager or their designee to execute two (2) JOC contracts with Halbert Construction Services LLC of Vancouver, WA, and SDB Contracting Services of Hillsboro, OR, as they are the two highest scored proposers. Each contract will have an initial period of two (2) years with the option to renew for one (1) additional year and a not-to-exceed value of $4,000,000 per year.

Anna Vogel, Procurement Manager, 360-487-8429

ATTACHMENTS:

- Halbert Contract
- SDB Contract

CITY OF VANCOUVER, WA
CONTRACT No. C-101036
For

JOB ORDER CONTRACTING SERVICES

FOR GENERAL CONSTRUCTION

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

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

Between

CITY OF VANCOUVER, WASHINGTON

And

HALBERT CONSTRUCTION SERVICES LLC

Contents

EXHIBITS

JOB ORDER CONTRACTING SERVICES

FOR GENERAL CONSTRUCTION

This Contract is entered into by and between the City of Vancouver, a municipal corporation of the State of Washington (referenced herein as "Owner"), and Halbert Construction Services LLC (referenced herein as "Contractor") hereinafter referred to as Parties. This Job Order Contract shall be the agreed basis of performing and compensating for all Owner issued Job Orders to Contractor.

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

This Job Order Contract is entered into pursuant to the provisions of the Revised Code of Washington (RCW) 39.10.430. In executing this Job Order Contract, the Parties acknowledge that the scope of work will be delegated by the Owner on the basis of Job Orders. Contractor has agreed to offer its services to perform said Work per Owner issued RFP No. 32-22, Contractor's proposal to said RFP, and City Council's approval on October 24, 2022 of Staff Report No. ##-##.

ARTICLE I: DEFINITIONS

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

1.1 **Adjustment Factor -** The Contractor's competitively proposed price adjustment to the unit prices as published in RS Means. The contents and variations allowed in the Adjustment Factor are further defined in this Job Order Contract.

1.2 **Base Term -** The initial period of the Contract and does not include any Option Terms.

1.3 **Contract Award Amount -** The minimum dollar amount of total Job Orders Owner commits to spending.

1.4 **Detailed Scope of Work -** A document setting forth the work the Contractor is obligated to complete for a particular Job Order.

1.5 **Estimated Annual Value -** An estimate of the value of Job Orders that could be issued by the Owner each year.

1.6 **Job Order -** A written order issued by the Owner, such as a Purchase Order, requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. The contents of the Job Order are further defined in this Job Order Contract and the General Conditions. A project may consist of one or more Job Orders.

1.7 **Job Order Completion Time -** The time within which the Contractor must complete the Detailed Scope of Work.

1.8 **Job Order Price -** The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.

1.9 **Job Order Price Proposal -** A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non-Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.

1.10 **Job Order Proposal -** A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractor; (d) Construction schedule; and (e) other requested documents.

1.11 **Job Order Request -** An order issued by Owner to Contractor requesting a price for a proposed scope of work to be performed pursuant to a Job Order issued under this Job Order Contract.

1.12 **Joint Scope Meeting -** A site meeting to discuss the work before the Detailed Scope of Work is finalized.

1.13 **Maximum Contract Value -** The maximum value of Job Orders that the Contractor may receive under this Contract.

1.14 **Minimum Contract Value -** The minimum value of Job Orders that the Contractor is guaranteed the opportunity to perform under this Contract.

1.15 **Non Pre-priced Task -** A task that is not set forth in RS Means.

1.16 **Normal Working Hours -** Includes the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for Owner holidays.

1.17 **Notice to Proceed -** A written notice issued by the Owner directing the Contractor to proceed with construction activities to complete the Job Order.

1.18 **Open Contract Sum -** The total sum of all open Job Orders.

1.19 **Option Term -** An additional period of time beyond the Contract Term which extends the termination date of the Contract.

1.20 **Other than Normal Working Hours -** Includes the hours of 6:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and Owner Holidays.

1.21 **Pre-priced Task -** A task described in, and for which a Unit Price is set forth in, RS Means.

1.22 **Project -** The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.

1.23 **Request for Job Order Proposal -** A written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.

1.24 **RS Means -** A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.

1.25 **Schedule of Values -** A written breakdown allocating the total Job Order Price to each category of Work, in such detail as requested by Owner.

1.26 **Specifications -** That portion of the Contract Documents consisting of the written requirements for contract administration, materials, equipment, systems, standards and workmanship for the Job Order Work, and performance of related services, and including Divisions 0 (less Bidding Requirements) through Division 17.

1.27 Supplemental Job Order - A secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.

1.28 Technical Specifications - The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.29 Unit Price - The price published in RS Means for a specific construction or construction related work task. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.

ARTICLE II: CONTRACT DOCUMENTS, RELATIONSHIP OF PARTIES

2.1 Contract Documents

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

a. Amendments to the Contract (later amendment takes precedence over previous)
b. JOC Services for General Construction Contract
c. Job Order Contract Purchase Order (including Detailed Scopes of Work, Job Order Proposals, and any additional conditions or specifications)
d. Amendments to the WSDOT Standard Specifications
e. WSDOT Standard Specifications for Road and Bridge Construction
f. General Conditions for Job Order Contracts
g. Addenda to Request for Proposal 32-22
h. Request for Proposal 32-22
i. Successful Proposer's Proposal
j. RS Means
k. Technical Specifications

2.2 General

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

2.3 Submittal of Requested Information

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

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

ARTICLE III: WORK OF THIS JOB ORDER CONTRACT

3.1 General

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

3.2 Minimum Contract Value

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

The Estimated Annual Value for each Contract is $4,000,000. The Contractor may be issued Job Orders totaling up to the Estimated Annual Value during any year of the Contract. The Contractor is not guaranteed to receive this value of Job Orders. It is merely an estimate. The Owner has no obligation to issue Job Orders in excess of the Minimum Contract Value.

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

3.3 Maximum Contract Value

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

The Owner intends to use the JOC Contractors to perform general construction work including, but not limited to, interior renovations, tenant improvements, interior mechanical, electrical, structural as well as concrete work, asphalt paving, underground utilities, park trails and grounds, communication network installation, channelization, permanent signing and installation of electrical traffic control devices such as flashing beacons and radar feedback signals. The Owner expects the average job to be less than $100,000. This expected average is presented for information only and is not a commitment.

3.4 Assignment of Work and Award of Individual Job Orders

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

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

3.5 Initiation of a Job Order

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

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

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

g. requirements for professional services, sketches, drawings, and specifications;
h. construction duration;
i. liquidated damages;
j. the presence of hazardous materials;
k. date on which the Job Order Proposal is due;
l. Whether or not additional general or special conditions may apply to the Job Order.

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

3.6 Preparation of a Job Order Proposal

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

   Failure to submit the required documents listed above shall result in the proposal being rejected.
2. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
3. The Contractor will prepare Job Order Price Proposals in accordance with the following:
   a. Pre-priced Task: A task described in, and for which a unit price is set forth in, RS Means.
   b. Non Pre-priced Task: A task that is not set forth in the Construction RS Means.
   c. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
      i. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.

ii. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Owner may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.

iii. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

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

A = The hourly rate for each trade classification not in RS Means multiplied by the quantity;
B = The rate for each piece of Equipment not in RS Means multiplied by the quantity;
C = Lowest of three independent quotes for all materials.
Total for a Non Pre-priced Tasks performed with Contractor's Own Forces = (A+B+C) x Non Pre-Priced Task Adjustment Factor

For Non Pre-priced Tasks Performed by Subcontractors:

If the Non Pre-priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.
D = Lowest of three Subcontractor Quotes
Total Cost for Non Pre-priced Tasks performed by Subcontractors = D x Non Pre-Priced Task Adjustment Factor

iv. After a Non Pre-priced Task is used on two separate Job Orders, the Unit Price for such task will be established, following approval by the Owner, and fixed as a permanent Non Pre-Priced Task which will no longer require price justification.

v. The Owner's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.

4. Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and material to perform such task, the Owner may permit the Contractor to be paid for such task as

a Non Pre-priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred; provided, however, that there is no other work for the Contractor's trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed $1,000.

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

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

a. The Owner will evaluate the entire Job Order Price Proposal and compare these with the Owner's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.

b. The Contractor may choose the means and methods of construction; subject however, to the Owner's right to reject any means and methods proposed by the Contractor that:

   i. Will constitute or create a hazard to the work, or to persons or property;

   ii. Will not produce finished Work in accordance with the terms of the Contract; or

   iii. Unnecessarily increases the price of the Job Order when alternative means and methods are available.

c. The Owner reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The Owner also reserves the right not to issue a Job Order if it is determined to be in the best interests of the Owner. The Owner may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the Owner.

d. By submitting a Job Order Proposal to the Owner, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Job Order Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the Owner.

e. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the Owner and delivered to the Contractor constitutes the Owner's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.

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

3.8 Job Order Performance

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

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

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

3.9 Quality Control

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

3.10 Permits, Fees, and Notices

Unless otherwise provided in the Job Order, Contractor shall obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Owner will pay the permitting authority directly for the cost of any building permit. All other permits are the financial responsibility of the Contractor. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner. Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

3.11 Access to Work

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

Agent, and/or its Representative shall be promptly made, and where practicable at source of supply.

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

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

ARTICLE IV: PRICING OF THE WORK

4.1 General

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

4.2 Job Order Price

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

4.3 Contractor's Adjustment Factors

The Adjustment Factor for work performed during Normal Working Hours is 1.2175 for this contract. This is fixed for a period of one year and may be adjusted per the ENR CCI Index according to the average of the twenty cities. The Adjustment Factor for work performed during Other than Normal Working Hours is set at 1.2480. The Adjustment Factor for non-pre-priced work is set at 1.2150. These Adjustment Factors includes business costs, construction costs, and price variations.

1. Business costs included in the Contractor's Adjustment Factors include:
    a. Overhead costs, including, but not limited to: home office overhead, insurance, bonds, and indemnification, project meetings, training, management and supervision, mobilization and close-out for the contract and each Job Order, and project office staff and equipment.
    b. Profit.
    c. Subcontractor's overhead and profit.
    d. All taxes for which a waiver is not available with the exception of the Washington Sales Taxes which will not be part of the adjustment factor(s) but rather a separate line item on each Job Order. However, the use tax on materials for WAC 458-20-171 projects shall be part of the adjustment factor(s).
    e. Employee or Subcontractor's wage rates that exceed the prevailing wage rates.
    f. Fringe benefits, payroll taxes, worker's compensation, insurance costs and any other payment mandated by law in connection with labor that exceeds the labor rate allowances.

g. Cost of financing the work.
h. Business risks such as the risk of a lower than expected volume of work, smaller than anticipated Job Orders, poor Subcontractor performance, and inflation or material cost fluctuations.

2. Construction costs included in the Contractor's Adjustment Factors include:
   a. Services required to obtain filings and permits.
   b. Preparation and modification of proposals, sketches, drawings, submittals, as-built drawings, CADD drawings, microfilm, and other project records.
   c. Incidental engineering and architectural services.
   d. Office trailer and portable toilets for Contractor's use.
   e. Construction vehicles such as pick-up trucks, utility trucks, vans, flatbed trucks, tractors, trailers, etc.
   f. Storage devices or items such as gang boxes and containers for Contractor's tools, equipment and materials.
   g. Personnel safety equipment (e.g., hard hats, safety harnesses with lifeline or cabling, protective clothing, safety glasses, face shields, etc.), basic safety and warning signage, railings, minor barricades, tape, roping, cable, markings, cones; including traffic control cones, barrels and basic traffic sign, etc.
   h. Meeting Owner security requirements.
   i. Excess waste including roofing, drywall, VCT, carpet, wall covering, ceiling tile, pipe, conduit, siding, concrete, etc. This list is not intended to be all inclusive, but descriptive of the types of construction materials that are typically sold in standard lengths, sizes and weights.
   j. Removing and returning Owner's furniture and furnishings (e.g. chairs, tables, pictures, etc. but excluding modular furniture, wall or ceiling attached or fastened devices or furnishings, safes or other furniture requiring disassembly).
   k. Sealing, windows, and openings with plastic to contain construction dust and debris within the work area.
   l. Daily clean-up.
   m. Final professional project clean-up.
   n. Costs resulting from inadequate supply of building materials, fuel, electricity, or skilled labor.
   o. Costs resulting from productivity loss.
   p. Working in extreme temperatures (below or above normal) or adverse conditions such as excessive rain, wind, sleet or snow.
   q. Differences in project size; complexity and location.
   r. All costs for other than discreet items of work specifically required to complete a particular Job Order.

3. Price Variations:

a. Contractors may find differences in labor, equipment and material costs due to certain economic factors. Variations in labor cost can also result from labor efficiency, labor restrictions, working conditions and local work rules. Variations in material costs can also result from the quantity of material purchased, the existing relationship with suppliers, and because the materials have been discontinued or have become obsolete.

b. While diligent effort is made to provide accurate and reliable up-to-date pricing, it is the responsibility of the Contractor to review and analyze the unit prices, and to calculate their Adjustment Factors accordingly, prior to bidding.

1. General Costs:

a. This list is not exhaustive and is intended to provide general examples of cost items to be included in the Contractor's Adjustment Factor as defined in the Contract.

b. The only compensation to be paid to a Contractor for the unit price tasks will be:

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

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

4.4 Labor and Materials Bond and Performance Bond

The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Labor and Materials Bond and a Performance Bond, on the forms provided by the Owner, in the amount of $2,000,000 (one million dollars) executed by itself as principal and by a surety company authorized, licensed to do business in the State of Washington on the approved City of Vancouver form. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Revised Code of Washington, Chapter 39.08. The term of each Bond shall be one (1) year. In the event the parties agree to exercise the Contract extension, the Contractor shall deliver a new Labor and Materials Bond and a Performance Bond in the same manner.

4.5 Retainage

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

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

4.6 Insurance

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

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

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

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

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

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

City shall be listed as the Certificate Holder.

4.7 Items Not Found in RS Means

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

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

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

4.8 Hours of Work

In addition to the Adjustment Factor for Work that is conducted during Normal Working Hours (7:00AM to 6:00PM, Monday through Friday), the Contractor may utilize a separate

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

4.9 Payment of Labor

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

   The Contractor shall include this provision in all sub-contracts and shall require that it be placed in all lower tier subcontracts.
5. All workers delivering fill, sand, gravel, crushed rock, transit/concrete mix, asphalt or other similar materials and all workers removing any materials from the construction site as required by the specifications are subject to the provisions of RCW chapter 39.12

and are entitled to the appropriate Prevailing Wage Rate. For purposes of this contract, such materials are for specified future use and per WAC 296-127-018, delivery and pick-up of the above listed materials constitutes incorporation.

4.10 Payment to the Contractor

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

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

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

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

5.1 Contract Term

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

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

5.2 Commencement Date

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

5.3 Completion Date

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

5.4 Liquidated Damages

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

ARTICLE VI: SUBCONTRACTING

6.1 Statutory Requirements

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

6.2 Subcontractor Responsibility Criteria

2. The Contractor shall include the language of this section in each of its first-tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
3. At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:
   a. Have a current certificate of registration in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
   b. Have a current Washington Unified Business Identifier (UBI) number;
   c. If applicable, have:
      i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
      ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
      iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

iv. An electrical contractor license, if required by Chapter 19.28 RCW;
v. An elevator contractor license, if required by Chapter 70.87 RCW.

d. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

e. Have received training on the requirements related to public works and prevailing wage under Chapter 39.04 RCW and Chapter 39.12 RCW;

f. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

ARTICLE VII: MISCELLANEOUS

7.1 Cooperative Purchasing

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

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

7.2 E-Verify

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

7.3 Employment of Labor

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

7.4 Equal Opportunity

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

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

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

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

7.5 Joint Venture Contractor

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

7.6 Indemnity and Hold Harmless

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

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

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

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

7.7 Ownership of Records and Documents

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

7.8 Public Disclosure

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

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

7.9 City Business License

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

7.10 Governing Law

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

7.11 Compliance with the Law

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

7.12 Relation to Parties

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

7.13 Use of City's Name

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

7.14 Non-Discrimination and Equal Employment Opportunity

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

7.15 Disputes

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

7.16 Audit

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

7.17 Assignment

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

7.18 Contract Amendment

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

7.19 Termination for Convenience

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

7.20 Termination for Cause

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

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

7.21 Opportunity to Cure

The Owner at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Contractor and it's sureties for said breach or default, including but not limited to termination of this Contract for convenience.

7.22 Waiver and Remedies

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

7.23 Future Non-Appropriation of Funds

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

7.24 Debarment and Suspension

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

7.25 Entire Agreement

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

7.26 Binding Effect

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

7.27 Ratification

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

7.28 Notices

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

Owner:	Anna Vogel Procurement Manager City of Vancouver 415 W 6th St. P O Box 1995 Vancouver WA 98668-1995 Anna.vogel@cityofvancouver.us	Contractor:	Tracey Malone Vice President/Member Halbert Construction Services LLC 12013 NE 99th Street, Ste 1630 Vancouver, WA 98682 tracey@halbertconstruction.com

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

CITY OF VANCOUVER A municipal corporation	**CONTRACTOR:** Halbert Construction Services LLC
Eric Holmes, City Manager	Signature
Date	Printed Name /Title
Attest:	Date
Natasha Ramras, City Clerk	
Approved as to form:	
Jonathan Young, City Attorney	

CITY OF VANCOUVER, WA
CONTRACT No. C-101035
For

JOB ORDER CONTRACTING SERVICES

FOR GENERAL CONSTRUCTION

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

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

Between

CITY OF VANCOUVER, WASHINGTON

And

SDB, INC.

Contents

EXHIBITS

Exhibit #1 – JOC System License and Fee Agreement

Exhibit #2 – Special Provisions

Exhibit #3 – The Construction Task Catalog

Exhibit #4 – The Technical Specifications

Exhibit #5 – Modifications to the WSDOT Standard Specifications

Exhibit #6 – General Conditions for Facility Construction

Exhibit #7 – Supplemental to Wage Rates

Exhibit #8 – Section 3 Employment and Business Opportunity

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

Exhibit #10- Non-Collusion and Debarment Affidavit

Exhibit #11 - Certification for Federal-Aid Contracts

Exhibit #12 – Labor and Materials Bond and Performance Bond

JOB ORDER CONTRACTING SERVICES

FOR GENERAL CONSTRUCTION

This Contract is entered into by and between the City of Vancouver, a municipal corporation of the State of Washington (referenced herein as "Owner"), and SDB, Inc. dba SDB Contracting Services (referenced herein as "Contractor") hereinafter referred to as Parties. This Job Order Contract shall be the agreed basis of performing and compensating for all Owner issued Job Orders to Contractor.

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

This Job Order Contract is entered into pursuant to the provisions of the Revised Code of Washington (RCW) 39.10.430. In executing this Job Order Contract, the Parties acknowledge that the scope of work will be delegated by the Owner on the basis of Job Orders. Contractor has agreed to offer its services to perform said Work per Owner issued RFP No. 32-22, Contractor's proposal to said RFP, and City Council's approval on October 24, 2022 of Staff Report No. ##-##.

ARTICLE I: DEFINITIONS

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

1.1 **Adjustment Factor -** The Contractor's competitively proposed price adjustment to the unit prices as published in RS Means. The contents and variations allowed in the Adjustment Factor are further defined in this Job Order Contract.

1.2 **Base Term -** The initial period of the Contract and does not include any Option Terms.

1.3 **Contract Award Amount -** The minimum dollar amount of total Job Orders Owner commits to spending.

1.4 **Detailed Scope of Work -** A document setting forth the work the Contractor is obligated to complete for a particular Job Order.

1.5 **Estimated Annual Value -** An estimate of the value of Job Orders that could be issued by the Owner each year.

1.6 **Job Order -** A written order issued by the Owner, such as a Purchase Order, requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. The contents of the Job Order are further defined in this Job Order Contract and the General Conditions. A project may consist of one or more Job Orders.

1.7 **Job Order Completion Time -** The time within which the Contractor must complete the Detailed Scope of Work.

1.8 **Job Order Price -** The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.

1.9 **Job Order Price Proposal -** A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non-Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.

1.10 **Job Order Proposal -** A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractor; (d) Construction schedule; and (e) other requested documents.

1.11 **Job Order Request -** An order issued by Owner to Contractor requesting a price for a proposed scope of work to be performed pursuant to a Job Order issued under this Job Order Contract.

1.12 **Joint Scope Meeting -** A site meeting to discuss the work before the Detailed Scope of Work is finalized.

1.13 **Maximum Contract Value -** The maximum value of Job Orders that the Contractor may receive under this Contract.

1.14 **Minimum Contract Value -** The minimum value of Job Orders that the Contractor is guaranteed the opportunity to perform under this Contract.

1.15 **Non Pre-priced Task -** A task that is not set forth in RS Means.

1.16 **Normal Working Hours -** Includes the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for Owner holidays.

1.17 **Notice to Proceed -** A written notice issued by the Owner directing the Contractor to proceed with construction activities to complete the Job Order.

1.18 **Open Contract Sum -** The total sum of all open Job Orders.

1.19 **Option Term -** An additional period of time beyond the Contract Term which extends the termination date of the Contract.

1.20 **Other than Normal Working Hours -** Includes the hours of 6:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and Owner Holidays.

1.21 **Pre-priced Task -** A task described in, and for which a Unit Price is set forth in, RS Means.

1.22 **Project -** The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.

1.23 **Request for Job Order Proposal -** A written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.

1.24 **RS Means -** A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.

1.25 **Schedule of Values -** A written breakdown allocating the total Job Order Price to each category of Work, in such detail as requested by Owner.

1.26 **Specifications -** That portion of the Contract Documents consisting of the written requirements for contract administration, materials, equipment, systems, standards and workmanship for the Job Order Work, and performance of related services, and including Divisions 0 (less Bidding Requirements) through Division 17.

1.27 **Supplemental Job Order -** A secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.

1.28 **Technical Specifications -** The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.29 **Unit Price -** The price published in RS Means for a specific construction or construction related work task. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.

ARTICLE II: CONTRACT DOCUMENTS, RELATIONSHIP OF PARTIES

2.1 Contract Documents

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

a. Amendments to the Contract (later amendment takes precedence over previous)
b. JOC Services for General Construction Contract
c. Job Order Contract Purchase Order (including Detailed Scopes of Work, Job Order Proposals, and any additional conditions or specifications)
d. Amendments to the WSDOT Standard Specifications
e. WSDOT Standard Specifications for Road and Bridge Construction
f. General Conditions for Job Order Contracts
g. Addenda to Request for Proposal 32-22
h. Request for Proposal 32-22
i. Successful Proposer's Proposal
j. RS Means
k. Technical Specifications

2.2 General

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

2.3 Submittal of Requested Information

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

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

ARTICLE III: WORK OF THIS JOB ORDER CONTRACT

3.1 General

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

3.2 Minimum Contract Value

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

The Estimated Annual Value for each Contract is $4,000,000. The Contractor may be issued Job Orders totaling up to the Estimated Annual Value during any year of the Contract. The Contractor is not guaranteed to receive this value of Job Orders. It is merely an estimate. The Owner has no obligation to issue Job Orders in excess of the Minimum Contract Value.

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

3.3 Maximum Contract Value

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

The Owner intends to use the JOC Contractors to perform general construction work including, but not limited to, interior renovations, tenant improvements, interior mechanical, electrical, structural as well as concrete work, asphalt paving, underground utilities, park trails and grounds, communication network installation, channelization, permanent signing and installation of electrical traffic control devices such as flashing beacons and radar feedback signals. The Owner expects the average job to be less than $100,000. This expected average is presented for information only and is not a commitment.

3.4 Assignment of Work and Award of Individual Job Orders

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

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

3.5 Initiation of a Job Order

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

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

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

g. requirements for professional services, sketches, drawings, and specifications;
h. construction duration;
i. liquidated damages;
j. the presence of hazardous materials;
k. date on which the Job Order Proposal is due;
l. Whether or not additional general or special conditions may apply to the Job Order.

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

3.6 Preparation of a Job Order Proposal

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

   Failure to submit the required documents listed above shall result in the proposal being rejected.
2. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
3. The Contractor will prepare Job Order Price Proposals in accordance with the following:
   a. Pre-priced Task: A task described in, and for which a unit price is set forth in, RS Means.
   b. Non Pre-priced Task: A task that is not set forth in the Construction RS Means.
   c. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
      i. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.

ii. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Owner may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.

iii. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

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

A = The hourly rate for each trade classification not in RS Means multiplied by the quantity;
B = The rate for each piece of Equipment not in RS Means multiplied by the quantity;
C = Lowest of three independent quotes for all materials.
Total for a Non Pre-priced Tasks performed with Contractor's Own Forces = (A+B+C) x Non Pre-Priced Task Adjustment Factor

For Non Pre-priced Tasks Performed by Subcontractors:

If the Non Pre-priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.
D = Lowest of three Subcontractor Quotes
Total Cost for Non Pre-priced Tasks performed by Subcontractors = D x Non Pre-Priced Task Adjustment Factor

iv. After a Non Pre-priced Task is used on two separate Job Orders, the Unit Price for such task will be established, following approval by the Owner, and fixed as a permanent Non Pre-Priced Task which will no longer require price justification.

v. The Owner's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.

4. Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and material to perform such task, the Owner may permit the Contractor to be paid for such task as

a Non Pre-priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred; provided, however, that there is no other work for the Contractor's trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed $1,000.

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

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

a. The Owner will evaluate the entire Job Order Price Proposal and compare these with the Owner's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.

b. The Contractor may choose the means and methods of construction; subject however, to the Owner's right to reject any means and methods proposed by the Contractor that:

   i. Will constitute or create a hazard to the work, or to persons or property;

   ii. Will not produce finished Work in accordance with the terms of the Contract; or

   iii. Unnecessarily increases the price of the Job Order when alternative means and methods are available.

c. The Owner reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The Owner also reserves the right not to issue a Job Order if it is determined to be in the best interests of the Owner. The Owner may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the Owner.

d. By submitting a Job Order Proposal to the Owner, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Job Order Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the Owner.

e. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the Owner and delivered to the Contractor constitutes the Owner's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.

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

3.8 Job Order Performance

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

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

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

3.9 Quality Control

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

3.10 Permits, Fees, and Notices

Unless otherwise provided in the Job Order, Contractor shall obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Owner will pay the permitting authority directly for the cost of any building permit. All other permits are the financial responsibility of the Contractor. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner. Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

3.11 Access to Work

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

Agent, and/or its Representative shall be promptly made, and where practicable at source of supply.

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

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

ARTICLE IV: PRICING OF THE WORK

4.1 General

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

4.2 Job Order Price

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

4.3 Contractor's Adjustment Factors

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

1. Business costs included in the Contractor's Adjustment Factors include:
    a. Overhead costs, including, but not limited to: home office overhead, insurance, bonds, and indemnification, project meetings, training, management and supervision, mobilization and close-out for the contract and each Job Order, and project office staff and equipment.
    b. Profit.
    c. Subcontractor's overhead and profit.
    d. All taxes for which a waiver is not available with the exception of the Washington Sales Taxes which will not be part of the adjustment factor(s) but rather a separate line item on each Job Order. However, the use tax on materials for WAC 458-20-171 projects shall be part of the adjustment factor(s).
    e. Employee or Subcontractor's wage rates that exceed the prevailing wage rates.
    f. Fringe benefits, payroll taxes, worker's compensation, insurance costs and any other payment mandated by law in connection with labor that exceeds the labor rate allowances.

g. Cost of financing the work.

h. Business risks such as the risk of a lower than expected volume of work, smaller than anticipated Job Orders, poor Subcontractor performance, and inflation or material cost fluctuations.

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

a. Services required to obtain filings and permits.

b. Preparation and modification of proposals, sketches, drawings, submittals, as-built drawings, CADD drawings, microfilm, and other project records.

c. Incidental engineering and architectural services.

d. Office trailer and portable toilets for Contractor's use.

e. Construction vehicles such as pick-up trucks, utility trucks, vans, flatbed trucks, tractors, trailers, etc.

f. Storage devices or items such as gang boxes and containers for Contractor's tools, equipment and materials.

g. Personnel safety equipment (e.g., hard hats, safety harnesses with lifeline or cabling, protective clothing, safety glasses, face shields, etc.), basic safety and warning signage, railings, minor barricades, tape, roping, cable, markings, cones; including traffic control cones, barrels and basic traffic sign, etc.

h. Meeting Owner security requirements.

i. Excess waste including roofing, drywall, VCT, carpet, wall covering, ceiling tile, pipe, conduit, siding, concrete, etc. This list is not intended to be all inclusive, but descriptive of the types of construction materials that are typically sold in standard lengths, sizes and weights.

j. Removing and returning Owner's furniture and furnishings (e.g. chairs, tables, pictures, etc. but excluding modular furniture, wall or ceiling attached or fastened devices or furnishings, safes or other furniture requiring disassembly).

k. Sealing, windows, and openings with plastic to contain construction dust and debris within the work area.

l. Daily clean-up.

m. Final professional project clean-up.

n. Costs resulting from inadequate supply of building materials, fuel, electricity, or skilled labor.

o. Costs resulting from productivity loss.

p. Working in extreme temperatures (below or above normal) or adverse conditions such as excessive rain, wind, sleet or snow.

q. Differences in project size; complexity and location.

r. All costs for other than discreet items of work specifically required to complete a particular Job Order.

3. Price Variations:

a. Contractors may find differences in labor, equipment and material costs due to certain economic factors. Variations in labor cost can also result from labor efficiency, labor restrictions, working conditions and local work rules. Variations in material costs can also result from the quantity of material purchased, the existing relationship with suppliers, and because the materials have been discontinued or have become obsolete.

b. While diligent effort is made to provide accurate and reliable up-to-date pricing, it is the responsibility of the Contractor to review and analyze the unit prices, and to calculate their Adjustment Factors accordingly, prior to bidding.

1. General Costs:

a. This list is not exhaustive and is intended to provide general examples of cost items to be included in the Contractor's Adjustment Factor as defined in the Contract.

b. The only compensation to be paid to a Contractor for the unit price tasks will be:

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

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

4.4 Labor and Materials Bond and Performance Bond

The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Labor and Materials Bond and a Performance Bond, on the forms provided by the Owner, in the amount of $2,000,000 (one million dollars) executed by itself as principal and by a surety company authorized, licensed to do business in the State of Washington on the approved City of Vancouver form. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Revised Code of Washington, Chapter 39.08. The term of each Bond shall be one (1) year. In the event the parties agree to exercise the Contract extension, the Contractor shall deliver a new Labor and Materials Bond and a Performance Bond in the same manner.

4.5 Retainage

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

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

4.6 Insurance

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

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

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

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

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

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

City shall be listed as the Certificate Holder.

4.7 Items Not Found in RS Means

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

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

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

4.8 Hours of Work

In addition to the Adjustment Factor for Work that is conducted during Normal Working Hours (7:00AM to 6:00PM, Monday through Friday), the Contractor may utilize a separate

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

4.9 Payment of Labor

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

   The Contractor shall include this provision in all sub-contracts and shall require that it be placed in all lower tier subcontracts.
5. All workers delivering fill, sand, gravel, crushed rock, transit/concrete mix, asphalt or other similar materials and all workers removing any materials from the construction site as required by the specifications are subject to the provisions of RCW chapter 39.12

and are entitled to the appropriate Prevailing Wage Rate. For purposes of this contract, such materials are for specified future use and per WAC 296-127-018, delivery and pick-up of the above listed materials constitutes incorporation.

4.10 Payment to the Contractor

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

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

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

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

5.1 Contract Term

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

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

5.2 Commencement Date

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

5.3 Completion Date

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

5.4 Liquidated Damages

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

ARTICLE VI: SUBCONTRACTING

6.1 Statutory Requirements

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

6.2 Subcontractor Responsibility Criteria

2. The Contractor shall include the language of this section in each of its first-tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
3. At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:
   a. Have a current certificate of registration in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
   b. Have a current Washington Unified Business Identifier (UBI) number;
   c. If applicable, have:
      i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
      ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
      iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

    iv. An electrical contractor license, if required by Chapter 19.28 RCW;
    v. An elevator contractor license, if required by Chapter 70.87 RCW.

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

ARTICLE VII: MISCELLANEOUS

7.1 Cooperative Purchasing

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

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

7.2 E-Verify

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

7.3 Employment of Labor

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

7.4 Equal Opportunity

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

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

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

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

7.5 Joint Venture Contractor

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

7.6 Indemnity and Hold Harmless

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

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

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

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

7.7 Ownership of Records and Documents

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

7.8 Public Disclosure

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

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

7.9 City Business License

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

7.10 Governing Law

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

7.11 Compliance with the Law

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

7.12 Relation to Parties

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

7.13 Use of City's Name

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

7.14 Non-Discrimination and Equal Employment Opportunity

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

7.15 Disputes

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

7.16 Audit

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

7.17 Assignment

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

7.18 Contract Amendment

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

7.19 Termination for Convenience

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

7.20 Termination for Cause

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

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

7.21 Opportunity to Cure

The Owner at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a “Notice to Cure” to Contractor setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Contractor and it's sureties for said breach or default, including but not limited to termination of this Contract for convenience.

7.22 Waiver and Remedies

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

7.23 Future Non-Appropriation of Funds

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

7.24 Debarment and Suspension

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

7.25 Entire Agreement

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

7.26 Binding Effect

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

7.27 Ratification

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

7.28 Notices

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

Owner:	Anna Vogel Procurement Manager City of Vancouver 415 W 6th St. P O Box 1995 Vancouver WA 98668-1995 Anna.vogel@cityofvancouver.us	Contractor:	Angeline Schmidt Chief Executive Officer SDB, Inc. 50602 Birch Avenue Scappoose, OR 97056 angie.schmidt@sdb.com

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

CITY OF VANCOUVER
A municipal corporation

____
Eric Holmes, City Manager

____
Date

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

CONTRACTOR:
SDB, Inc. dba SDB Contracting Services

____
Signature

____
Printed Name /Title

____
Date

Item #6.

Staff Report: 154-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 10/24/2022

SUBJECT Resolution Confirming Design Direction on Phase I of the Fourth Plain and Ft. Vancouver Way Safety and Mobility Project

Key Points

- The Fourth Plain and Ft. Vancouver Way Safety and Mobility Project is a Complete Street project focused on reconfiguring the roadway to address one of the most unsafe corridors in the City through a potential roadway repurposing, coinciding with scheduled pavement maintenance. The existing corridor has historically high crash rates and does not provide safe or comfortable facilities for people walking, cycling, using a mobility device, or accessing transit.
- Due to the multi-year paving schedule, and the complexity of the corridor, the project is split into two phases. Phase 1 includes Fort Vancouver Way and Fourth Plain Boulevard from F Street to Fort Vancouver Way (2023 paving year). Phase 2 includes Fourth Plain Boulevard from Fort Vancouver Way to Andresen Road (2024 paving year).
- In July, the Project team presented information on the project needs and goals, outreach plans, and initial roadway reconfiguration options. In early October, the team presented updates on the outreach process and how community engagement is incorporated into design proposals, the evaluation of design alternatives, and the preliminary recommended designs.
- The Complete Streets chartering process established for projects funded in the 2021-22 biennium requires that Council affirm progress and direction at Project milestones. With this staff report and attached resolution, staff are requesting Council endorsement of the design direction for Phase 1 of the Project.
- On October 4th, the Transportation and Mobility Commission unanimously passed a motion to recommend that City Council support the recommended design alternatives included in this staff report.

Strategic Plan Alignment

Goal 1: Ensure our built environment is the safest, most environmentally responsible and well maintained in the Pacific Northwest

Objective 1.1: Develop and maintain a safe, balanced, and innovative transportation system that will meet the needs of future generations

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services- "20-minute neighborhoods"

Present Situation

The City previously completed a Transportation System Safety Analysis (TSSA) in 2018 that showed that Fourth Plain Boulevard between Grand Boulevard and Andresen Road had the highest number of crashes per mile of all principal arterials in the City. This past month, the City completed an updated plan, The Vancouver Moves Local Road Safety Plan, with crash data from 2016-2020. During that period, on Fourth Plain Boulevard there were 110 vehicle and 23 bike/ped crashes resulting in severe injury, including 3 fatal traffic crashes and 2 pedestrian fatalities.

The Project addresses safety and mobility issues through roadway design options, including repurposing vehicle travel lanes to make more room for people biking, walking, rolling and using the bus. Lane reconfigurations were determined to be the best approach to safety issues in the corridor, and WSDOT provided grant funding on a portion of the corridor to implement roadway reconfiguration as a safety countermeasure. The project is also recommending other safety and mobility improvements such as better crossings, as well as treatments to improve the travel time and reliability of the Vine bus service on Fourth Plain Boulevard. The Project builds on extensive past planning in the area, including The Fourth Plain Corridor Subarea Plan (2008) and the Fourth Plain Action Plan (2015).

Phase I improvements in both corridors are anticipated to be implemented as part of repaving projects in 2023, with additional Phase II improvements anticipated as part of 2024 paving on the segment of Fourth Plain between Ft. Vancouver Way and Andersen Road. For both phases, some improvements may not be able to be implemented with the paving projects and would occur as part of future corridor investments, such as the upcoming Fourth Plain Community Supported Investment Strategy that will be funded with American Rescue Plan (ARPA) resources Council has previously dedicated to this corridor. To meet project schedules for the 2023 paving season, Phase 1 West Corridor roadway design options are moving in advance of the Phase 2 Eastern Corridor.

Lane Reconfiguration Analysis

The team conducted traffic analysis to understand how changes to roadway vehicle capacity would impact vehicle travel times in current and future conditions, and how it might address goals related to safety and mobility networks. The analysis used the RTC travel model to understand conditions today and in 2040 under a 'no-change' scenario, while also applying different roadway reconfiguration designs to understand potential outcomes. The analysis found that both Fort Vancouver Way and Fourth Plain Boulevard continue to perform well and meet City mobility standard with a lane reconfiguration. See the Attachment "March 2022 TMC Memo re: Reconfiguration Alternatives" for more information on travel impacts from a roadway reconfiguration.

Community and Stakeholder Engagement

The City and consultant team are engaging the public around two major project milestones. The first engagement round took place in early summer 2022, and gathered input on safety issues and corridor needs, while conversing with the community about the project purposes and goals. Round one engagement included creating project flyers in multiple languages, tabling at the farmers market, Clark College, and the LULAC Grows Mercado, canvassing corridor businesses, residential complexes and community organizations, holding stakeholder meetings, presenting to neighborhood associations, and garnering online feedback via survey, online open house, and through the BeHeard website. Through all these venues, some overarching themes the team heard included:

- Inadequate and unconnected bike lanes do not provide a continuous, safe route. Nearly 80% said they felt very uncomfortable bicycling along the street.
- Wide roadway for pedestrians trying to cross. Many report that drivers fail to yield to pedestrians, even in marked and signalized crosswalks
- Sidewalks in corridor are uncomfortably narrow. Most survey respondents said they felt somewhat or very uncomfortable walking
- Respondents indicated that the top three most important evaluation criteria for design options were:
  - Safety Improvements for all users (31%)
  - Mobility improvements for all users (24%)
  - Greenhouse gas reduction benefits (19%)

The second round took place in September and October 2022 and involved deeper discussion with the community on potential lane reconfiguration and safety improvements. The project team shared lane reconfiguration concepts with the community to identify the ideas that best meet the evaluation framework and community needs. Outreach activities include tabling and one on one conversation at a Back-to-School event in the park, The Multicultural Fair, a LULAC-Grows event, and tabling at the Vancouver Farmers Market. The team also held several in-person focus groups, as well as widely distributing an online open house and survey. The open house, survey, and other outreach materials can be found on the BeHeard Project webpage. In response to Council feedback at the October 3 workshop, another round of business canvassing was conducted over the last two weeks and elicited the the following feedback: 46% of business employees preferred designs that prioritize transit improvements, 38% expressed a need for safety improvements but did not prefer either design, 12% prefer prioritize bicycle and mobility lane improvements, and 4% (one individual) opposed a reconfiguration of the roadway. These responses were primarily focused on designs for Fourth Plain east of Fort Vancouver Way (phase 2 of the Project).

Phase 1 Design Details and Recommendation

The project team has developed ‘alternatives for Phase 1 that were reviewed by the TMC in early September. The alternatives include different types of roadway treatments to improve conditions for people walking, bicycling, rolling or using a mobility device. Some treatments also aim to improve transit speed and reliability. The treatments that focus most on improved mobility for people outside of vehicles include mobility lanes, or lanes that are buffered for greater separation from traffic. Facilities that improve transit and create more space for mobility users include business access and transit (BAT) lanes. Both design options would be installed within the existing curb to curb roadway width by repurposing a vehicle travel lane.

Fort Plain Blvd – F Street to Fort Vancouver Way
Alternative 1 includes a cycle track treatment on Fourth Plain Boulevard from F Street to Ft. Vancouver Way on the south side of the street. This treatment avoids many of the conflict points created by the freeway interchange on and off-ramps, and scores highly on the evaluation criteria compared to the no build design option.

Fort Vancouver Way – Fourth Plain Blvd to McLoughlin
On Fort Vancouver Way, between Fourth Plain and McLoughlin, Alternative 1 repurposes the parking lane as a BAT lane and adds an adjacent buffer to the mobility lane. Currently C-Tran operates bus rapid transit on this segment, which could be extended further south in future years.

Alternative 2 retains parking but moves the mobility lane to be curb-tight. In conversations with Clark College, they noted that the transition to hybrid operations has significantly dampened parking demand. Parks staff and the Marshall Center Director also confirmed low utilization on McLoughlin Boulevard and reported that they have nearly 300 parking spaces within their parking lots and adequate capacity for the impending opening of Harper's Playground as well as occasional large events.

Fort Vancouver Way – McLoughlin to Mill Plain Blvd
Alternative 1 on this segment repurposes the outside travel lanes to add parking that also acts as a buffer to a curb-tight mobility lane. This option adds new parking to a corridor where parking removal is recommended further north, recognizing the regional draw of the ballfields and the accessible playground built for community members of all ages and abilities.

Alternative 2 includes a mobility-focused design with an extra-wide buffer protecting the mobility lane. The design treatment within the buffer is still to be determined but would likely include vertical elements to prevent driving in the buffered area. At the southern end of the segment, the Project team recommends keeping two lanes for a short time to act as receiving lanes from the double left-turn off Mill Plain, then tapering to the single travel lane with a wide-buffered protected mobility lane. Both design options score relatively highly as compared to the existing design, but Alternative 2 scores higher when considering greenhouse gas reduction and mobility improvements for people walking, using a mobility device, bicycling, or using the bus. In addition, discussions with staff from Clark College, The Marshall Center, and Parks, Recreation and Cultural Services leadership revealed that significant parking capacity exists in the corridor, and each institution placed a higher priority on safer infrastructure for mobility users.

Renderings of the alternatives are included in the Attachment titled "Presentation: Council Project Update (October 2022)".

Recommendation
In making a recommendation, staff considered feedback from the TMC on the design alternatives, earlier Council direction for the project goals, public engagement feedback, and analysis of traffic impacts through lane reconfiguration as well as parking utilization studies. Based on these, the project team recommends the following design options for Phase 1:

- Alternative 1 on Fourth Plain between F Street and Fort Vancouver Way

(south side cycle track)
- Alternative 2 on Fort Vancouver Way between McLoughlin and Fourth Plain (remove parking, add BAT lane and buffered mobility lanes)
- Alternative 2 on Fort Vancouver Way south of McLoughlin to Mill Plain (repurpose travel lane for wide-buffered mobility lane on each side. At the Mill Plain intersection, the southbound lane retains the right-turn lane, and the northbound lanes will retain two receiving travel lanes that taper to the wide-buffered mobility lane treatment)

Advantage(s)

The recommended Phase 1 designs will address known safety issues on the corridor, expand mobility for people walking, bicycling, rolling and using mobility devices, improve transit access and reliability, and implement goals from the City's Climate Action Plan.

Disadvantage(s)

Reducing vehicle capacity could lead to a public perception of increased travel times for vehicles down the road; however, traffic modeling and analysis has shown that both corridors will continue to perform well and meet the City's mobility standards.

Budget Impact

- Roadway reconfigurations through resurfacing are slated to happen as part of the City's 2024 pavement maintenance program, which is already funded.
- Improvements on Fourth Plain Blvd. between F Street and Andresen are funded through a WSDOT grant.

Other safety and mobility improvements will be funded through the City's Safety, Accessibility and Mobility Program and may also utilize ARPA funding for more intensive capital interventions if supported in the community process.

Prior Council Review

- March 24, 2021: Reviewed project scope via Consultant Contract
- July 11, 2022: Reviewed project scope, existing conditions, outreach and stakeholder engagement plan
- October 3, 2022: Reviewed outreach work and public feedback, data collection and analysis, design options and recommendations

Action Requested

Approve the resolution to advance Phase 1 recommended design options for Fourth Plain Boulevard from F Street to Fort Vancouver Way, and on Fort Vancouver Way from Fourth Plain and Mill Plain.

Kate Drennan, Principal Planner, 360-487-7959

ATTACHMENTS:

- Council Resolution for Fourth Plain and Fort Vancouver Way Design Direction
- Attachment: Reconfiguration Alternatives (March 2022)
- Fourth Plain and Fort Vancouver Way Safety and Mobility Project

RESOLUTION NO. ________

A RESOLUTION advancing the Phase 1 design options for the Fourth Plain and Fort Vancouver Safety and Mobility Project.

WHEREAS, Goal 1 of the City of Vancouver's 2016-2021 Strategic Plan is to "ensure our built environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest" and includes the following Objective 1.1: "Develop and maintain a safe, balanced and innovative transportation system that will meet the needs of future generations"; and

WHEREAS, in 2017, the City adopted a Complete Streets Policy with the vision and intent of providing safe, accessible streets for all users, ages and abilities, regardless of their preferred mode of travel; and

WHEREAS, the City Council has identified safety, equity and climate action as guiding policy priorities in developing the 2023-24 biennial budget and when setting goals for the update to the City's Transportation System Plan; and

WHEREAS, the City leverages upcoming pavement projects as opportunities to implement improvements that advance safety, equity and mobility for all users of the City's transportation system; and

WHEREAS, crash data show that the Fourth Plain Corridor has one of the highest crash rates per mile of any arterial street in the City, and several previous planning processes have identified safety and comfort issues for people walking, bicycling or taking transit along the Corridor; and

WHEREAS, the Fourth Plain and Fort Vancouver Safety and Mobility Project ("Project") addresses safety and mobility issues through roadway design options, including repurposing vehicle travel lanes to make more room for people biking, walking, or using the bus, and improving crossings and intersections; and

WHEREAS, the Project team engaged the community in Phase 1 of public engagement through surveys, online open houses, focus groups, business outreach, and other means, and heard from survey respondents that their three most important criteria to evaluate the options included: safety improvements for all users (31%); mobility improvements for all users (24%); and greenhouse gas reduction benefits (19%); and

WHEREAS, Project staff kicked off Phase 2 of the public engagement process in September of 2022, which included: speaking with 82 individuals at a League of United Latin American Citizens (LULAC) Mercado event, where 75% of people responded favorably to repurposing a travel lane; handed out 70 fliers and spoke with 50 individuals at the Vancouver Farmers Market, tabled at a back-to-school event with nearly 200 people in attendance, facilitated four small-group focus group discussions at Clark College; and attended the Multicultural Fair in September, 2022; and

WHEREAS, traffic modeling and analyses demonstrate that under a roadway reconfiguration, both Fourth Plain Boulevard and Fort Vancouver Way will continue to operate well and meet City mobility standards in the near- and long-term (year 2040); and

WHEREAS, Project staff gathered parking utilization data to understand parking demand on Fort Vancouver Way, determining that there is excess parking capacity on Fort Vancouver Way north of McLoughlin Boulevard, and also consulted Clark College and City of Vancouver Parks, Recreation and Cultural Services staff to understand current and future projected parking needs, who shared that existing parking is adequate for anticipated demand generated by the college and community center, including the opening of the future Harper's Playground; and

WHEREAS, the Phase 1 design alternative on Fourth Plain Boulevard between F Street and Fort Vancouver Way recommends a two-way cycle track that will offer separated and protected mobility space and will minimize conflicts with vehicles by moving mobility lane users away from interchange highway access ramps on the north side of the roadway; and

WHEREAS, the Phase 1 recommended design option on Fort Vancouver Way from McLoughlin Boulevard to Fourth Plain Boulevard repurposes the outside travel lane as a Bus and Access Transit (BAT) lane that will offer travel time benefit for buses while also providing a wide lane area between through vehicles and the buffered bike lane; and

WHEREAS, the Phase 1 recommended design option on Fort Vancouver Way from McLoughlin Boulevard to Mill Plain Boulevard repurposes a travel lane in each direction to create an extra-wide buffered mobility lane, but retains the southbound right-hand turn lane at the intersection of Mill Plain Boulevard; and

WHEREAS, the Phase 1 recommended design option on Fort Vancouver Way from Mill Plain Boulevard to McLoughlin Boulevard retains two northbound receiving lanes with buffered mobility lane for a short time before tapering to one vehicle through lane and extra-wide buffered mobility; and

WHEREAS, each of these recommended design options scores significantly higher on the evaluation criteria than the no-build (leave it as is) design option, the criteria including: (1) mobility improvement for people walking, using a mobility device, bicycling, or using the bus; (2)

safety improvement for all users of the corridor; (3) greenhouse gas reduction; (4) equitable outcomes; and (5) access to businesses, jobs, services, parks and recreation, education; and

WHEREAS, investment in complete streets that make it easier, more comfortable, and safer for community members to make non-motorized trip choices, aligns with City climate goals to achieve net zero carbon emissions by 2040, of which transportation is the largest current contributor; and

WHEREAS, investment in complete streets facilities advance City equity goals by creating safe, attractive, and connected networks for people who cannot or choose not to drive and instead meet their transportation needs through transit, walking, rolling, bicycling and using mobility devices – modes which are utilized in higher numbers by low-income households, people that are under 18 or over 65, people of color, people with disabilities, and other equity populations;

WHEREAS, the City Council has identified a chartering process to review and endorse Complete Streets project milestones at inflection points that include a review of the planning process, community engagement, and design concept alternatives.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The Fourth Plain and Fort Vancouver Safety and Mobility Project shall advance the recommended roadway reconfiguration designs outlined in this resolution for Fourth Plain Boulevard between F Street and Fort Vancouver Way, and on Fort Vancouver Way between Fourth Plain and Mill Plain, also known as Phase 1.

Section 2. The Project shall apply these roadway reconfiguration designs in coordination with the 2023 pavement maintenance and resurfacing project on these corridors.

Section 3. The Project Team shall continue to provide clear, transparent communication with the public, and an inclusive outreach process that focuses on involving historically excluded and underserved community members, as well was residents, businesses, neighborhood associations, community organizations, agency partners, the Transportation and Mobility Commission, and other stakeholders.

INTRODUCED, PASSED, AND ADOPTED at a Regular Meeting of the Vancouver City Council this 24th day of October, 2022.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Parametrix
ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES
700 NE MULTNOMAH, SUITE 1000 | PORTLAND, OR 97232 | P 503.233.2400, 360.694.5020

MEMORANDUM

DATE: March 21, 2022
TO: Transportation and Mobility Commission (TMC)
FROM: Ryan Farncomb, Nadine Appenbrink
SUBJECT: Fourth Plain Safety and Mobility Project Update – Reconfiguration Alternatives
CC: Jennifer Campos, City of Vancouver

Introduction

The Fourth Plain Safety and Mobility Project is looking at ways to make Fourth Plain between Main Street and NE Andresen Road safer for everyone, including for people who drive, walk, ride a bike, use a mobility device, or ride the bus. This project will look at how to use the existing road space to make this corridor safer, which could include changing the number of lanes for driving to make more room for people biking, walking, or using the bus.

Since the last time we discussed this project with the TMC, the project team has been testing different "lane reconfiguration" ideas to understand how changing the number of driving lanes might affect congestion and safety in the corridor.

What is a "lane reconfiguration"?

A lane reconfiguration re-allocates roadway space, usually by removing travel lanes for cars and repurposing the lane space for people walking, riding bikes, buses, or trucks. They have been used by many cities including Vancouver to create more space for other roadway users. They are proven through research to increase safety for everyone who uses the road by slowing traffic and reducing conflict points between cars and other road users. Lane reconfigurations are very cost-effective compared to other actions that address safety and mobility.

Overview of the Reconfiguration Analysis

The team is using modeling tools to evaluate how traffic might change on Fourth Plain, as well as how traffic might change on nearby roads and highways if a travel lane were removed along a portion or all of Fourth Plain. Overall, our modeling shows that a majority of drivers would continue driving on Fourth Plain in the same way they did before a travel lane were removed. However, there would be less overall driving in the corridor under the lane reconfiguration scenarios the team looked at. This is because people change their behavior in one of five ways when a travel lane is removed. They may:

- Change the route they drive on. For example, they may use SR-500 instead of Fourth Plain.
- Change the time of day they travel.
- Change the *way* they travel – such as using the bus or riding a bike instead of driving.
- Change their destination. For example, they may go to a different grocery store.
- Choose not to make the trip at all (though this is the least likely).

The project team looked at modeled traffic in the year 2040 to understand how traffic is likely to be if there are no roadway changes in the corridor between now and 2040 (called a "No Build" scenario), and compared that to traffic if a travel lane were removed, testing several different alternatives. The project team wanted to answer the following questions:

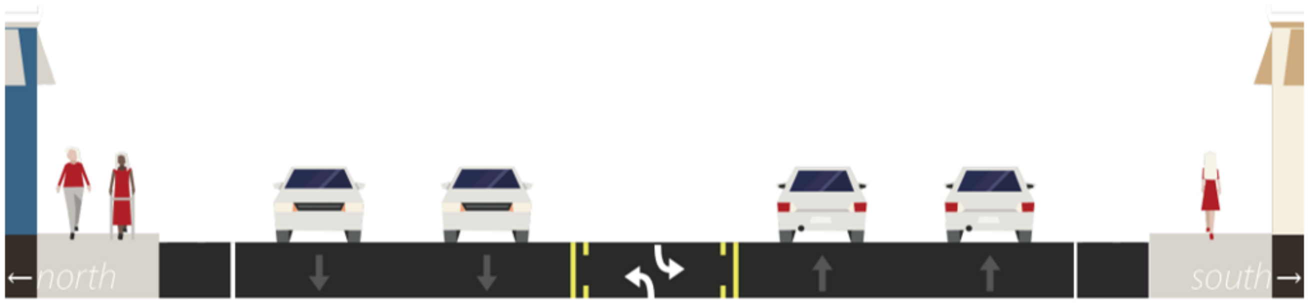
- What would traffic look like in 2040 if we removed a travel lane in each direction?
- Would the amount of traffic meet City standards for keeping traffic moving on Fourth Plain?

- How does traffic with a travel lane removed compare to keeping Fourth Plain the same as it is today?

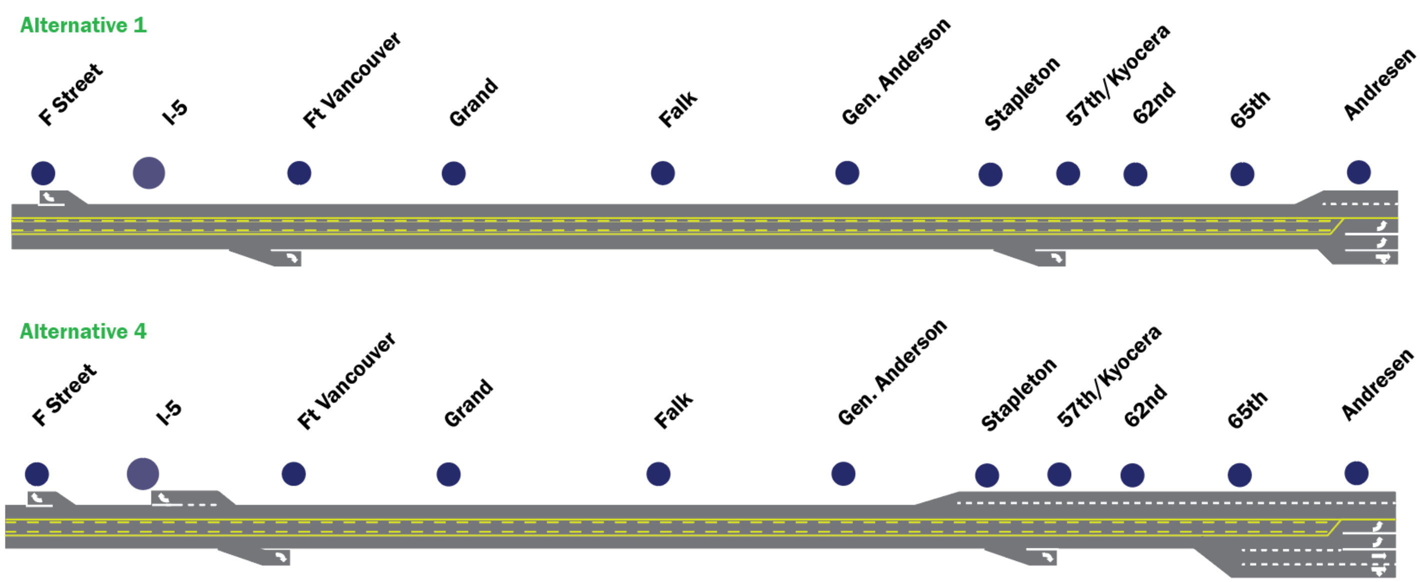
The answers to these questions help us understand whether a lane reconfiguration would affect traffic in a major way. This information will also help us discuss lane reconfiguration tradeoffs with the public and stakeholders: whether potential impacts to traffic are worth the benefits of increased safety and mobility for all roadway users.

What lane reconfiguration ideas were tested?

Fourth Plain today in the study area generally has two travel lanes in each direction and center turn lane. The figure below shows a typical section of Fourth Plain.



The project team analyzed several lane reconfiguration ideas, two of which are shown below. **Alternative 1** below would remove a travel lane in each direction between F Street and Andresen in most of the corridor. **Alternative 4** removes a travel lane in both directions for most of the corridor, but keeps both travel lanes westbound between Andresen and Stapleton and eastbound between 65th and Andresen. This addresses potential traffic issues shown in modeling under Alternative 1. Both alternatives would maintain left turns throughout the Fourth Plain corridor.



It's important to note that models aren't perfect. For that reason, the project team tested several higher and lower traffic assumptions to get a range of likely traffic outcomes for each lane reconfiguration alternative.

Key findings

The City looks at several criteria to understand how well traffic moves. The table below shows how each alternative would perform in the year 2040 based on modeling. We also provide info about the existing conditions and "No Build" traffic conditions for 2040 as a point of comparison (the No Build assumes that the corridor stays the same as it is today). Intersection delay is measured by Level of Service (LOS). LOS considers how long people driving have to wait at intersections on a scale from "A" (free flow) to "F" (gridlock). LOS D or E is usually considered acceptable amounts of delay during peak travel times (morning and evening rush hour). Additionally, the City has standards for how quickly people driving should be able to travel through the corridor. Generally, an average speed (both eastbound and westbound) of about 12 MPH is the minimum standard.

Overall, a lane reconfiguration that removes a travel lane in each direction is likely to work well from a traffic standpoint.

Table 1. Corridor Traffic Performance

	Existing Conditions	2040 "No Build"	2040 Alternative 1	2040 Alternative 4
Description	The corridor today without any changes	Future traffic performance assuming the corridor stays the same as today	Remove one travel lane each direction from F Street to Andresen	Remove one travel lane EASTBOUND between F Street and 65th and WESTBOUND between Stapleton and F Street
Intersection Delay	Performs acceptably for the most part (most intersections between LOS "A" and "D")	Performs acceptably and fairly similar to Existing Conditions	Lots of delay at the I-5 northbound on-ramp, as well as a couple of unsignalized side streets	Very similar to "No Build"
Corridor average speed during MORNING peak hour (7:30 – 8:30 AM)	Eastbound: 24 MPH Westbound: 24 MPH	Eastbound: 23 MPH Westbound: 23 MPH	Eastbound: 23 MPH Westbound: 22 MPH	Eastbound: 24 MPH Westbound: 23 MPH
Corridor average speed during EVENING peak hour (4:00 – 5:00 PM)	Eastbound: 23 MPH Westbound: 22 MPH	Eastbound: 22 MPH Westbound: 21 MPH	Eastbound: 17 MPH Westbound: 16 MPH	Eastbound: 22 MPH Westbound: 21 MPH
Average time to drive through the corridor in the EVENING peak hour	Eastbound: ~10 minutes Westbound: ~9.5 minutes	Eastbound: ~9.5 minutes Westbound: ~10 minutes	Eastbound: ~12 minutes Westbound: ~13 minutes	Eastbound: ~9.5 minutes Westbound: ~10 minutes

Diversion

Another potential impact we looked it is *diversion*. With a travel lane removed from Fourth Plain, some drivers would likely choose a different route like Mill Plain, SR-500, or other local roads. The project team looked at likely diversions for each of the alternatives. For the most part, changes in traffic on other roads and highways near Fourth Plain were fairly minor. If diversion were to occur on nearby streets, the City could implement changes to traffic signal timing or other traffic calming to address diversion.

Next steps

From a technical standpoint, removing travel lanes from Fourth Plain would likely result in acceptable changes in traffic: Alternative 4 results in delay that is similar to No Build conditions, and average traffic speeds and driving time are also very similar to No Build. This opens up the possibility of using that extra roadway space for people walking, riding bikes, or for buses, and to increase safety for all users overall. The project team and City are working to coordinate the next phase of this project, which will include further conversation with the TMC, the public, and the corridor community about goals for these potential changes. The project team will talk about the pros and cons of the lane reconfiguration with the community to understand how Fourth Plain can best serve everyone who lives, works, shops, recreates, goes to school, or otherwise uses the corridor.

Fourth Plain and Fort Vancouver Way Safety and Mobility Project

Project Update

July 11, 2022

Vancouver City Council

Rebecca Kennedy, Deputy Director, CDD
City of Vancouver
Ryan Farncomb, Consultant Project Manager
Parametrix

Presentation Overview

- Background
- Outreach and Stakeholder Engagement Plan
- Progress Update
- Discussion
- Next Steps

Presentation Purpose & Target Outcomes

Purpose:

- Overview of project extent, goals, timeline, approach and work completed to date
- Overview of next steps, anticipated deliverables
- Council comments/feedback and confirmation on approach

Target Outcomes:

- Clear Council direction on whether to proceed with ongoing analysis and outreach related to the lane reconfiguration
- Identify additional information needed to support upcoming alternatives discussions

This project builds on extensive past planning

- **Fourth Plain Corridor Subarea Plan** (2008) and **Fourth Plain Forward Action Plan** (2015) both identified transportation safety and connectivity as key priorities.
- Fourth Plain and Fort Vancouver Safety and Mobility projects help implement the City's **Complete Streets Policy**.

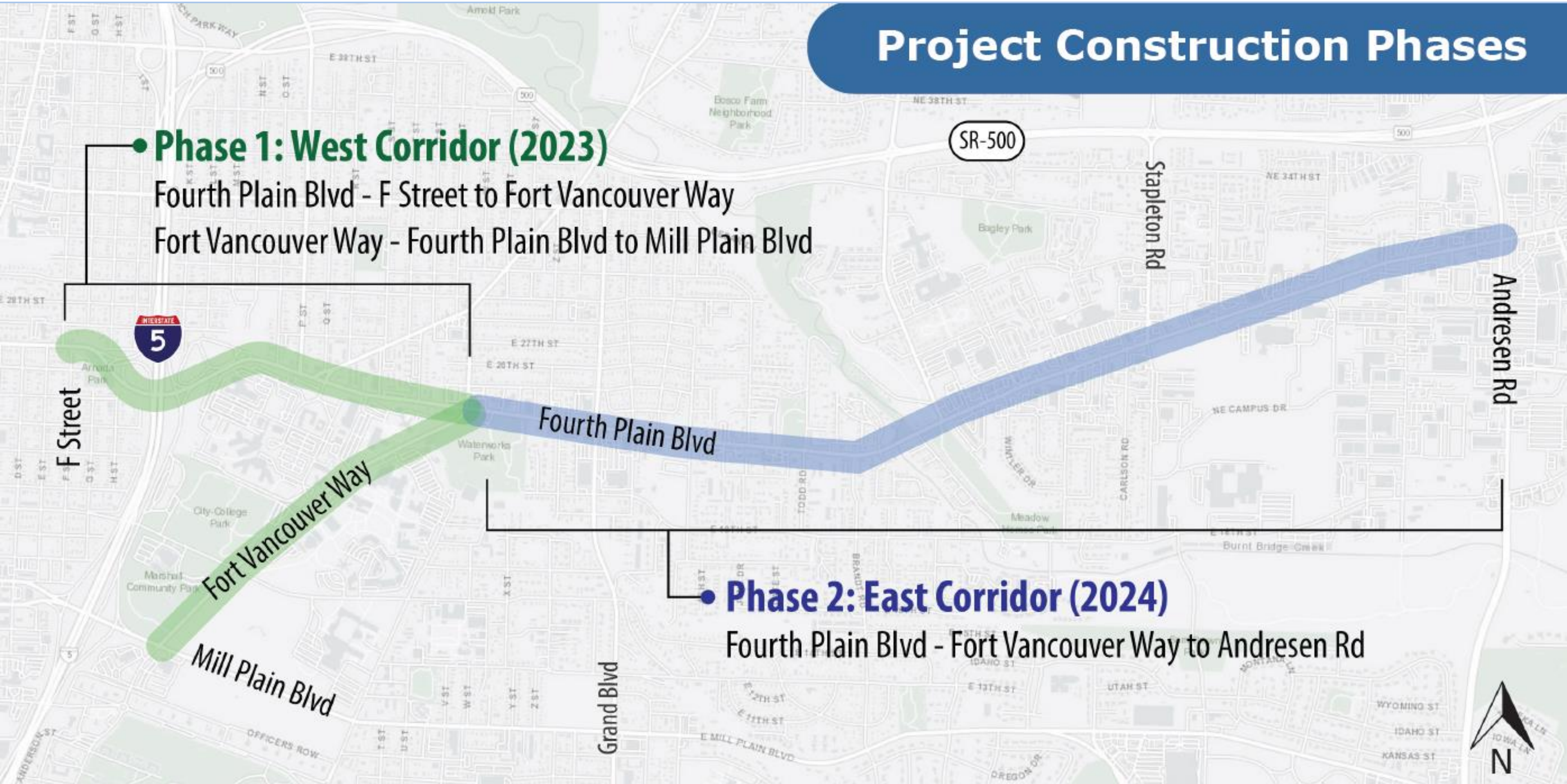
- 2018 **Transportation System Safety Analysis** (TSSA) determined Fourth Plain to be one of the highest crash corridors in the City.
- Council previously approved funds to advance these projects as well as other safety improvements on the Fourth Plain Corridor

What is the project about?

- Looking at ways to make Ft. Vancouver Way **safer for everyone** – including people who **drive, walk, ride a bike, use a mobility device, or ride the bus**.
- Considering **how to repurpose existing road space in a constrained environment** to better serve people walking, riding a bike, using a mobility device, and riding the bus
- Identifying **other potential safety improvements** outside of repurposing a travel lane
- Implementing **ROW vision from adopted long range plans-** Central Park Subarea Plan and Fourth Plain Corridor Subarea Plan

Reconfiguration addresses safety and mobility

- Lane reconfigurations were determined to be best approach to addressing **safety issues** in the corridor and would improve **mobility and access** for all users.
- WSDOT also identified reconfiguring lanes as the best safety strategy in granting funding to support a portion of this project
- Improvements in both corridors are anticipated to be implemented as part of repaving projects in 2023 and 2024.
- Fort Vancouver and Fourth Plain projects are being treated as a single project since they are interconnected corridors.


Project Construction Phases
Phase 1: West Corridor (2023)
Fourth Plain Blvd - F Street to Fort Vancouver Way
Fort Vancouver Way - Fourth Plain Blvd to Mill Plain Blvd
Phase 2: East Corridor (2024)
Fourth Plain Blvd - Fort Vancouver Way to Andresen Rd
SR-500
Stapleton Rd
Andresen Rd
F Street
Fourth Plain Blvd
Fort Vancouver Way
Mill Plain Blvd
Grand Blvd
5
N

What are the issues in these corridors?

- Past studies have flagged Fourth Plain Blvd for safety concerns.
- **Historically high crash rates** on Fourth Plain and Ft. Vancouver, inadequate facilities for people walking, cycling, using a mobility device, or accessing transit.
- TSSA (2018) showed Fourth Plain between Andresen and Grand had the **highest number of crashes per mile** of all principal arterials in the City.
- High number of collisions at intersections (especially at intersection of Fourth Plain/Ft. Vancouver Way). **Five pedestrian collisions** on Ft. Vancouver in last four years, one fatal.

What are the issues in these corridors?

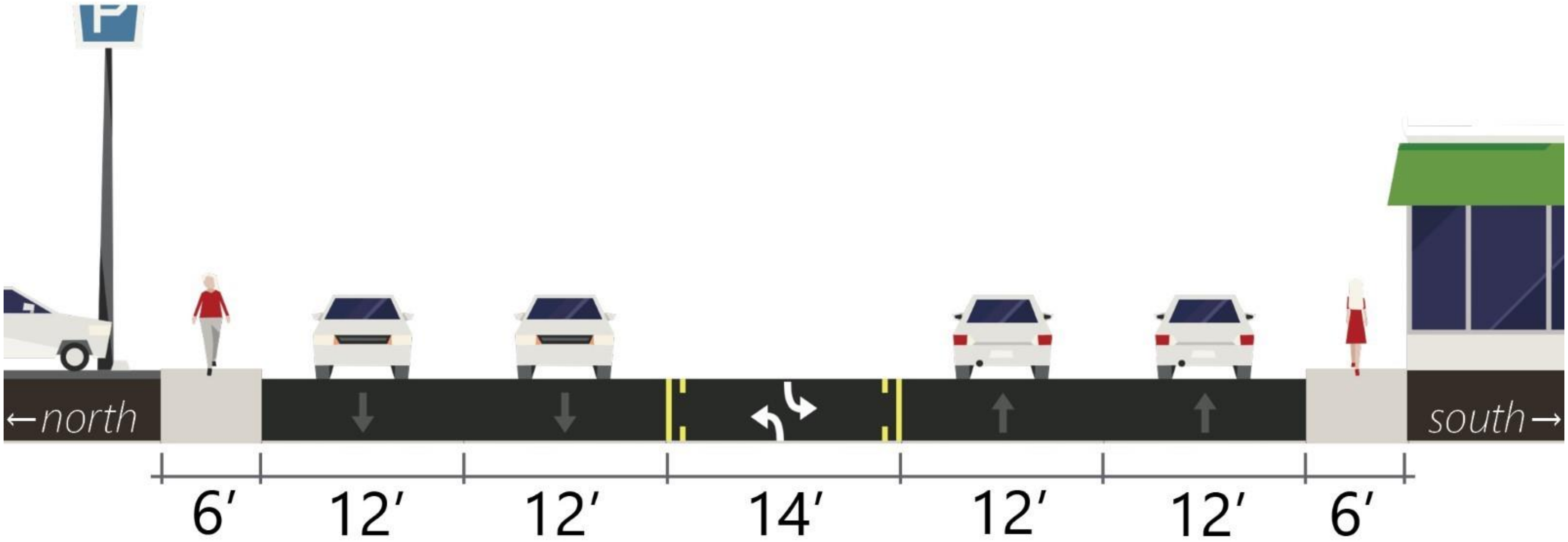
- Schools including Hudson’s Bay High School, Clark Community College, Ft. Vancouver High School, State School for the Blind.
- Veteran’s Affairs (VA) hospital and Clark County Public Health located on / near these corridors.
- As population increases & more development occurs, safety issues will increase.
- Vine BRT in these corridors has been very successful, many use the bus to get to schools, hospital – build upon success by providing safety improvements for people walking, biking and rolling to get to transit.
- Many people crossing the street, speeding traffic is a concern.
- Need to address growing demand for multimodal travel.

Inadequate and unconnected bike lanes do not provide a continuous, safe route.

Fourth Plain is wide, and many people report drivers fail to yield to pedestrians, even in marked and signalized crosswalks

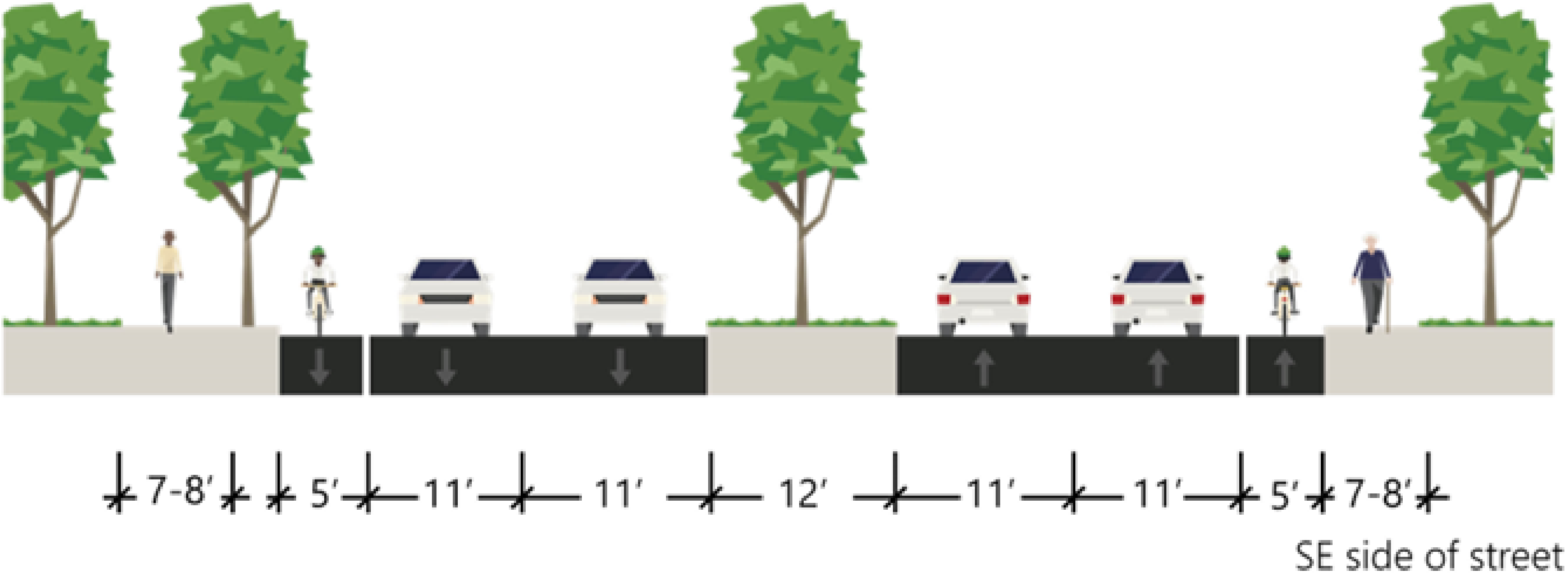
Sidewalks in the corridor are often uncomfortably narrow and bike lanes are intermittent

Existing Conditions – Fourth Plain



Fourth Plain Blvd - Typical Cross Section: 5 Lanes

Existing Conditions – Fort Vancouver



Ft. Vancouver Way - Typical Cross Section: 5 Lanes

What is a Lane Reconfiguration?

- Lane reconfiguration = repurposing roadway space for other users
- Typically, remove travel lane(s) for people driving and create new space for people walking, riding bikes, using mobility devices, and to support transit buses and/or freight mobility
- Usually very cost effective compared to other types of treatments
- Proven strategy for making safety improvements in highly constrained, already built out environments

What is a Lane Reconfiguration?

- Cities across the U.S. are implementing, including Vancouver
- Research shows they are very effective at:
  - **Increasing safety for all roadway users**: *20% - 50% crash reduction* based on real-world studies
  - **Decreasing speeds and reducing conflict points**
  - **Creating comfortable space for people walking, rolling, biking**
- Analysis needed to understand traffic impacts

Completed Fourth Plain Lane Reconfiguration

4 lanes → 3 lanes

- Crashes reduced 52%
- Speeds reduced 18%
- No traffic diversion
- Used as national example

CITY OF Vancouver WASHINGTON

Monroe Street in Spokane, WA (2016)
5 lanes → 3 lanes

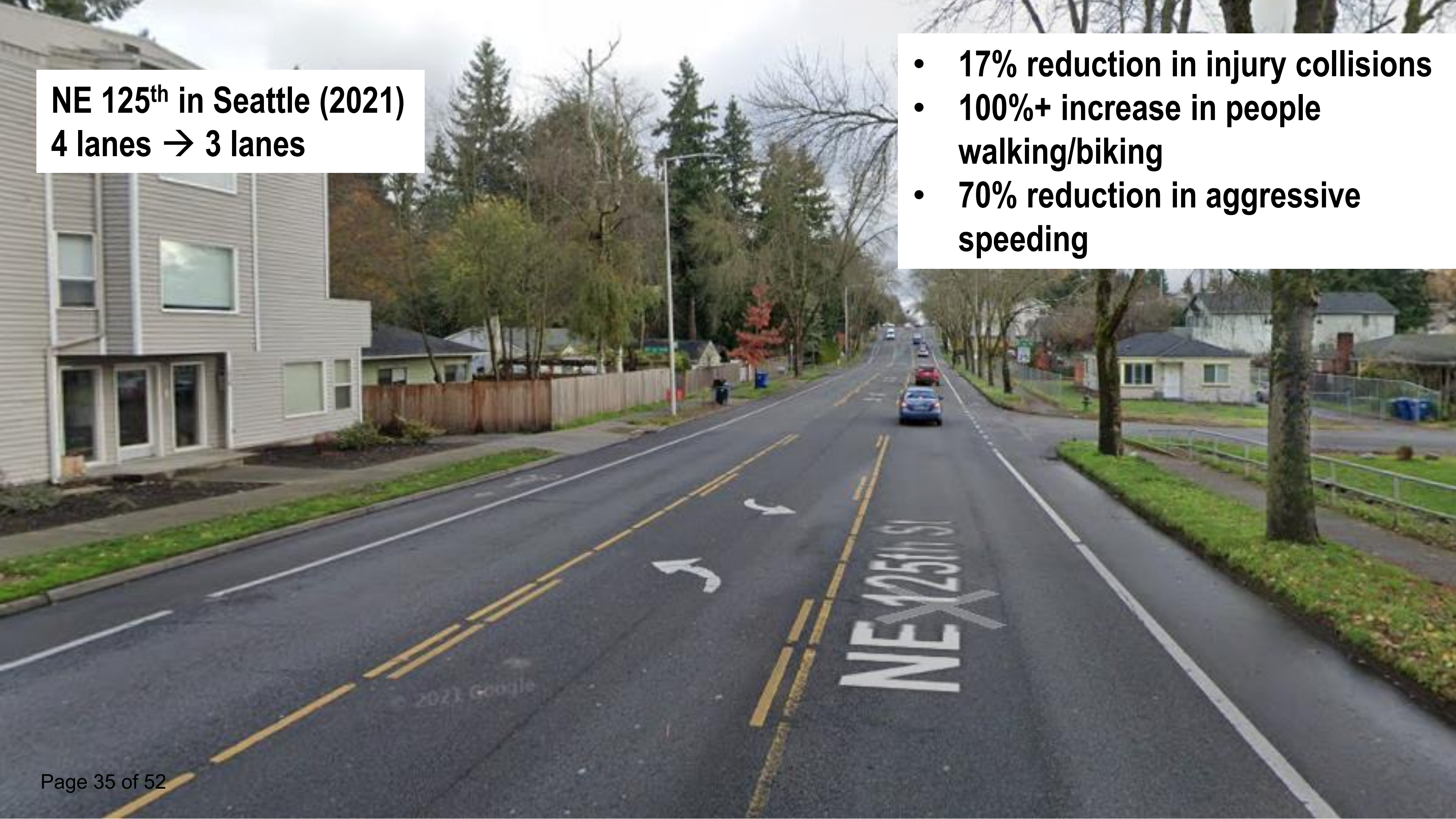
Monroe Street Lane Reconfiguration in Spokane, WA (2020)
5 lanes → 3 lanes

- Marked ped crossings
- On street parking
- Sidewalk improvements
- Street trees, Lighting
- Bus shelters
- 10% increase in corridor sales tax revenue year after

NE 125th in Seattle (2008)
4 lanes → 3 lanes

NE 125th in Seattle (2021)
4 lanes → 3 lanes

- 17% reduction in injury collisions
- 100%+ increase in people walking/biking
- 70% reduction in aggressive speeding




Jackson Street, Medford, OR (2018)
4 lanes


Jackson Street, Medford, OR (2020)
3 lanes

New Uses for Lane Space

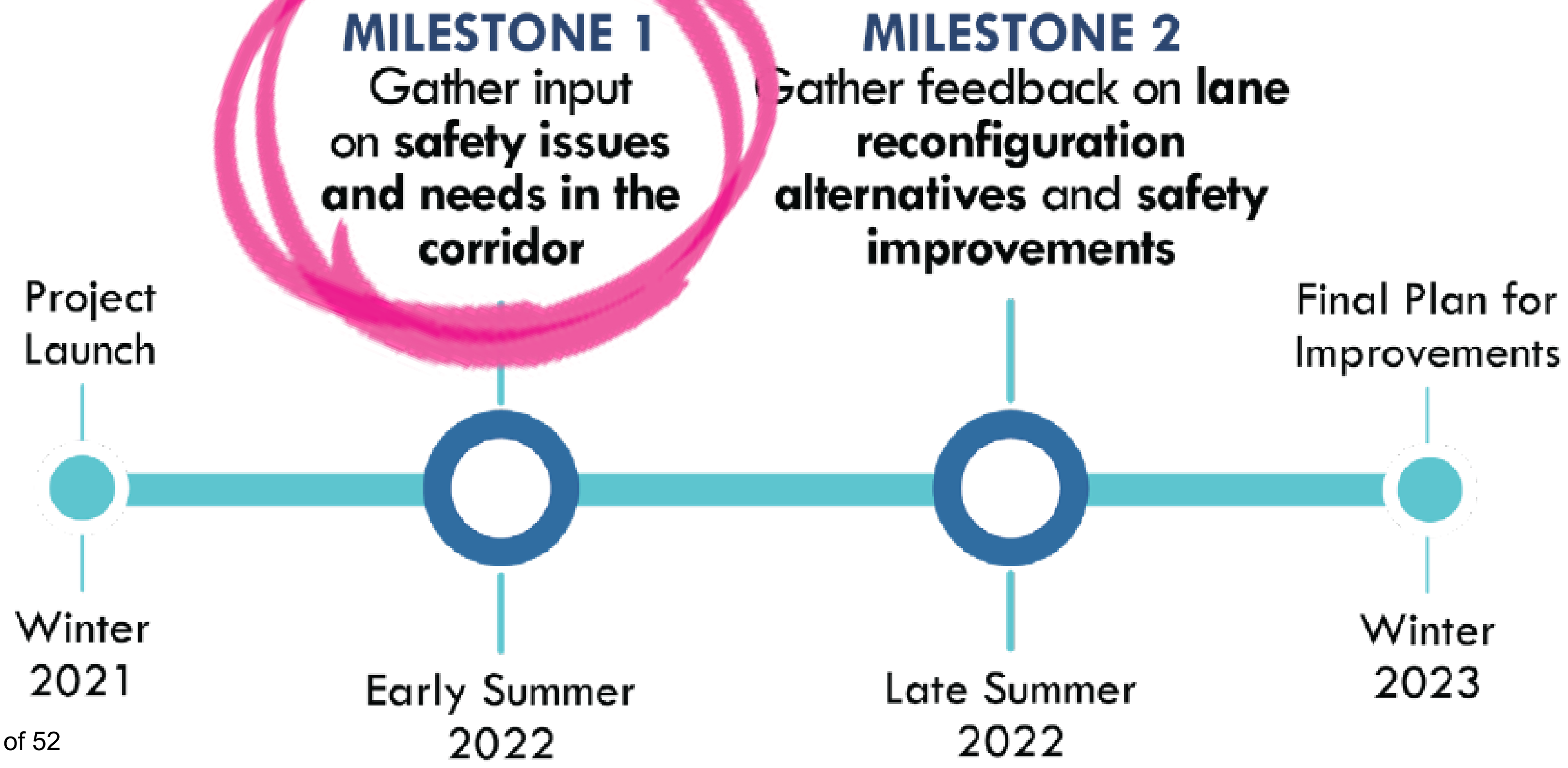
How should the City use extra roadway space on Fourth Plain to best serve everyone who uses Fourth Plain?

Road space could be re-purposed to support:

- **Transit and people riding the bus.**
- **On-street parking spaces.**
- **People walking or who use mobility devices.**
- **People riding bikes.**

Tradeoffs and considerations for each!

Public and Stakeholder Engagement



Engagement Opportunities

- **In-person and online outreach** to reach people who live, work, play, or go to school on Fourth Plain Boulevard and Fort Vancouver Way. Including local businesses, students, and transit riders.
- The City is committed to **gathering broad community feedback** to understand how project improvements can best serve everyone who drives, walks, bikes, or uses a mobility device along the corridors.

Equity Approach – Process Equity

Process Equity: proactive and meaningful engagement of historically underrepresented equity populations

- Translating materials into Spanish, Russian, others if needed
- Providing translators for online and in-person events, as appropriate
- Employing multiple outreach strategies to lower the barriers to participate
- Working with community-based organizations
- Providing incentives to participants when possible

Process equity leads to outcome equity.

Equity Approach – Outcome Equity

Outcome Equity: achieved as a result of *process equity*, when project benefits are fairly distributed to communities with the greatest needs, mitigate avoidable negative impacts and serve the greatest number of people possible.

- Clearly document corridor elements that are modified as a result of community input
- Incorporate feedback and equity considerations into project evaluation process
- Form commitments with community-based organizations that last beyond the timeframe of this study
- Carry community priorities to broader city efforts (such as Vancouver TSP, Updated FP Community Investment Strategy for ARPA funding)

Progress to-date: Lane Reconfiguration Analysis

- Conducted **traffic analysis** in both corridors to understand current and likely future conditions.
- **Analyzed lane reconfigurations** in each corridor to understand traffic performance.
- Updated **safety analysis** in the corridor to understand issues.
- Developed **evaluation framework** for selecting preferred corridor alternatives.

Progress to-date: Traffic Analysis Results

Lane Reconfiguration Traffic Analysis Results

- Looked at existing conditions and future 2040 “no build”
- Coordinated with RTC to conduct travel modeling
- Conducted analysis using a range of assumptions to understand most likely outcomes
- In general, both corridors would perform well with a lane reconfiguration and within City mobility standards

Progress to-date: Outreach in Spring 2022

- Corridor canvassing – introduce the project to businesses and institutions (VA, Clark College, etc.)
- Tabling at Clark College, Vancouver Farmers Market
- Online open house and survey – BeHeard Vancouver
- Neighborhood Association meetings- Shumway, Arnada, Maplewood, Rose Village & Fourth Plain Village

Outreach Responses

What has been your experience traveling along Fourth Plain Blvd and Fort Vancouver Way?

- Fourth Plain feels unsafe – aggressive drivers, drivers don’t yield in crosswalks, narrow sidewalks, personal safety
- Bike lanes are not useable or continuous, bikes use sidewalk instead
- Fort Vancouver Way feels disconnected from nearby destinations as a pedestrian

Outreach Responses

Are there any intersections on these streets where crossing feels dangerous? If so, where?

- All crosswalks with pedestrian hybrid beacons (PHB)– vehicles don’t yield
- Andresen & Fourth Plain – traffic backs up in the afternoon
- Fourth Plain & Grand
- Fourth Plain and Fairmount
- Fort Vancouver Way & Fourth Plain intersection: the hill and abrupt curve cause low visibility and lots of speeding

Outreach Responses

How would you like to see these streets improved?

- Support for repaving the streets
- Protected, high visibility crosswalks – pedestrian hybrid beacons are not enough – drivers do not always yield
- Improve turning at intersections – dedicated turn lanes, turn signal changes
- Multilingual signage
- More street lighting
- Wider sidewalks
- More and safer bike lanes

Transportation & Mobility Commission Review

- TMC review on Dec. 12, 2021, and April 5 and June 5, 2022
- Support for mobility lanes- this is a major east-west corridor and is relatively flat
- Support for crossing improvements
- Broaden the analysis to focus less on impact of lane reconfiguration on automobiles and more on the potential safety benefits to multimodal travelers and safety challenges of doing nothing
- Support for transit mobility
- Concerns for shared bus and bike/mobility space
- Support for more pedestrian infrastructure

Next Steps

- Continue developing alternatives for each corridor.
- Continue outreach – Phase 2 outreach on alternatives will start mid-August.
- Continue coordinating with TMC, C-TRAN, WSDOT, Fourth Plain Forward, Fourth Plain Coalition partners, neighborhoods, and other corridor stakeholders.
- Select preferred alternatives this fall to advance to design.
- Implementation would occur as part of paving projects in 2023 and 2024.

Presentation Purpose & Target Outcomes

Purpose:

- Overview of project extent, goals, timeline, approach and work completed to date
- Overview of next steps, anticipated deliverables
- Council comments/feedback and confirmation on approach

Target Outcomes:

- Clear Council direction on whether to proceed with ongoing analysis and outreach related to the lane reconfiguration
- Identify additional information needed to support upcoming alternatives discussions

Feedback

Council questions, comments, discussion

Thank you!

vancouvermoves@cityofvancouver.us

https://www.cityofvancouver.us/cdd/page/fourth-plain-safety-and-mobility-project

CITY OF Vancouver WASHINGTON

Item #7.

Staff Report: 155-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 10/24/2022
11/7/2022

SUBJECT Garbage, Recycling and Organics Collection Rate Increases for 2023

Key Points

- The comprehensive contract between the City of Vancouver and Waste Connections of Washington includes a rate-setting model that allows for an annual Inflation Adjustment Factor (IAF; a combination of the consumer price index and a fuel index), tipping fee, and adjustments to the City Fee to be applied to rates paid by customers.
- Rates paid by customers for garbage, recycling and organics collection services were last modified effective January 1, 2022 (Ordinance M-4353).
- Rate increases calculated for January 1, 2023, and detailed in the ordinance and rate summary sheet, vary based on the type and level of services provided and generally range from 8.5 percent to 9.4 percent.
- For the typical residential customer, the net impact is a 6.6 percent increase (or $2.21/month) for combined garbage, recycling and organics collection services. This is lowered in part due to a rate-buy down applied to residential recycling collection rates as a rate stabilization measure covered by the City's Solid Waste fund balance (including past recyclable material sales revenue) in 2023 only.
- On January 1, 2023, the tipping fee for waste disposal at the three transfer stations located in Clark County will increase by 6.5 percent (or $6.46 per ton) to $106.34 per ton and this also impacts the rates that customers will pay in 2023.
- A review of the Clark County approved per ton processing fee (going from $48.56 per ton to $41.73 per ton) results in changes to the recyclables processing surcharge amounts to be paid by City curbside ($0.87/month) and multi-family ($0.42/month) customers.
- The subject ordinance amends VMC 6.12.208, 6.12.209, 6.12.210, 6.12.211, 6.12.212, and 6.12.213 to provide for increases or adjustments in solid waste rates effective January 1, 2023.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained

Present Situation

City Council is the rate-making authority for garbage, residential recycling, and organics collection services within the City of Vancouver. The City contracts with a private hauling company, Waste Connections of Washington, to provide comprehensive garbage, recycling and organics collection services to residents and businesses within city limits. The contract terms authorize Waste Connections to receive annual adjustments to customer rates based on changing operating conditions including:

- an inflation adjustment factor tied to a percentage of the CPI and fuel cost changes over the past year (July through June),
- disposal tip fee changes scheduled for the coming year,
- the number of customers served and,
- fees paid to the City to support solid waste related programs.

All adjustments to rates are made in accordance with Exhibit D of the contract. Garbage rates also include the City's utility tax that is embedded within them. The City's utility tax does not apply to recycling or organics collection services.

Consistent with the contract, the updated model for 2023 requires an increase of 8.5 percent for most garbage rates, while many recycling, organics and selected other fees, not linked to the disposal tip fee or utility tax, will need to increase by 9.4 percent, effective January 1, 2023. Key reasons for this increase are an 8.586 percent increase in the CPI, a 48.62 percent increase in the diesel fuel index, and a 6.5 percent increase in the disposal tip fee. For the most typical residential customer with 32-gallons per week of garbage, every-other-week recycling and every-other-week organics collection (96-gallons for each) this means a monthly rate increase of 6.6 percent, from $33.33 per month to $35.54 per month, this is a net increase of $2.21 per month.

Inflation Adjustment Factor

Under the contract, collection costs for garbage, recycling and organics adjust at 80 percent of a blended and combined CPI (92 percent) and diesel fuel index (8 percent) – Inflation Adjustment Factor (IAF), which leads to a 9.43 percent increase for the collection and disposal cost component, the City Fee and other miscellaneous fees.

Disposal Tip Fees

On January 1, 2023, the disposal tip fee is scheduled to increase $6.46 per ton (or 6.5 percent) from $99.88 per ton to $106.34 per ton. In addition to the allowed CPI increase on the base tip fee (going from $98.08 per ton to $104.40 per ton), this tip fee includes $0.51 per ton for additional work being done under the Clark County contract by Columbia Resource Company at the Central Transfer and Recycling Station ($0.14 of this is new for 2023 related to construction access improvements for safety) as well as $1.43 per ton for a surcharge approved by the Clark County Council in 2017 to make up for lost state funding for regional solid waste programs and planning.

Recycling Fees

The rates proposed for January 1, 2023, include a subsidy or rate-buy down of $0.72/month per household paid to Waste Connections from the City's Solid Waste Fund to support curbside recycling service provided to individual households (adjusting customer monthly charges from the current fee of $3.37 to $2.97, an 11.9 percent decrease).The multi-family recycling collection service fees (increasing from $1.36 to $1.49) are based solely on the Inflation Adjustment Factor detailed above, without a subsidy, as well as annual adjustments to the recycling processing surcharges, which were added April 1, 2019 to recover costs associated with the local response to the global market issues and the ongoing need for supplying quality materials to these markets. Based on a review of operational factors, Clark County has indicated that the $48.56 per ton processing fee in 2022 will be adjusted to $41.73 on January 1, 2023. The combined impact for the combined curbside recycling fee and processing surcharge components is an 8.3 percent decrease ($0.34 per month) in curbside recycling charges. The multi-family combined impact for the recycling fee and processing surcharge is an increase of 15.7 percent ($0.26/mo).

Organics Fees
The rates proposed for January 1, 2023, include 9.4 percent adjustments to the organics rates which are tied to the Inflation Adjustment Factor. For the standard subscription service of 96-gallons collected every-other-week, the current rate of $8.05 per month adjusts to $8.81 per month. Recommended 2023 rates at other levels of service, following the same every-other-week schedule, are $7.62 for 64-gallon carts, $6.44 for 32-gallon carts, and $5.25 for 20-gallon carts.

Contractor Performance
During 2022 the contractor made operational changes to garbage and recycling services provided outside of Vancouver’s city limits that resulted in significantly increased call and email volumes to their regional Customer Service call center. These changes had a negative impact to Vancouver customers’ ability to experience the level of customer service expected in the City’s contract. As a result, and pursuant to Section 3.3.2 of the contract, City staff is currently working with the contractor on a strategy to address this performance concern so that our residents are not “left hanging” when they call in or email the company to address their service, billing or account set-up needs.

Typical Residential Rate Impact
For 2023 overall, the combined typical residential customer rates for 32-gallons of weekly garbage service with recycling and organics collection increases 6.6 percent or $2.21 per month under the proposed rates. This reflects a $1.79 increase in garbage charges, a net $0.34 decrease in the combined recycling collection rate and recycling processing surcharge fees, and a $0.76 increase in the organics charge. Households that have chosen different service levels may experience slightly different rate impacts.

Staff recommends adjusting customer rates as detailed in the Summary of Proposed 2023 Solid Waste Rates to meet the contractual obligations associated with the defined Inflation Adjustment Factor and anticipated tip fee changes and to set the City Fee amount for the coming year. If approved, all adjustments will be effective January 1, 2023.

Advantage(s)

1. Increasing customer rates maintains the City’s high level of solid waste services including many different options for curbside collection of garbage, recycling and optional organics.
2. The recommendation continues to provide funds for the neighborhood cleanup programs including spring yard debris coupons and fall leaf coupons, Curbside Bulky Item Pickup or Saturday cleanup events and Saturday chipper events, as well as neighborhood mini grants.
3. Assures funds for addressing solid waste code compliance and litter abatement and illegal dumping response across the City.
4. Provides funds (through included tip fee element) for regional Solid Waste programs for administration of the solid waste transfer and disposal system, long-term solid waste

management planning, as well as education and outreach.

Disadvantage(s)

Customers will have rate increases generally ranging from 8.5 percent to 9.4 percent, depending upon the types and levels of service selected. However, this will be moderated for residential customers by the noted one-time subsidy of recycling charges using past revenue from recyclable material sales.

Budget Impact

Recommended rate increases will provide the Solid Waste fund with an additional $167,563 per year in revenue for 2023. Increasing solid waste rates also positively impacts the General Fund programs through the embedded 28.9 percent City utility tax on city-owned utilities.

Prior Council Review

- This is an annual rate-setting process for Council.
- Council previously reviewed solid waste rates during the November 15, 2021, public hearings on the 2022 Waste Rates.
- Council Water Resiliency Strategy Workshops, most recently on August 15, 2022 that addressed limiting all utility rate impacts to no more than 6 percent, which is carried forward in the rate proposals for 2023 Solid Waste rates.
- Council will review funded programs and services within the 2023-2024 Biennial Budget setting process.

Action Requested

On October 24, 2022, approve ordinance on first reading, setting the date of second reading and public hearing for November 7, 2022.

Julie Gilbertson, Solid Waste Supervisor, 360-487-7162

ATTACHMENTS:

- Summary of Proposed 2023 Solid Waste Rates
- Solid Waste Rate Ordinance

SUMMARY OF PROPOSED SOLID WASTE COLLECTION RATES for 1/01/23 as compared to rates in effect since 1/01/22 (3 pages)

$X.XX shaded values are PROPOSED changes based on CPI/Fuel/Tip Fee, City Fee and adjusted Recycling Processing Fee. Changes to be adopted by Vancouver City Council:

First Reading: **10/24/2022**
Second Reading/Public Hearing: **11/07/2022**

The fees are expected to remain unchanged through 2023 (until Jan. 2024).

Questions on the rate changes may be addressed to Julie Gilbertson (360-487-7162)

Available Service Levels	Monthly Charge Jan-22	Monthly Charge Jan-23	Change
Residential/Multifamily Curb Service (VMC 6.12.208)			
32-gallon cart service			
A weekly collection	$21.10	$22.89	8.5%
each additional	$21.10	$22.89	8.5%
every other week collection	$15.83	$17.17	8.5%
each additional cart	$15.83	$17.17	8.5%
once per month collection	$9.50	$10.30	8.4%
64-gallon cart service			
weekly collection	$42.20	$45.78	8.5%
each additional cart	$42.20	$45.78	8.5%
every other week collection	$21.10	$22.89	8.5%
96-gallon cart service			
weekly collection	$63.30	$68.67	8.5%
each additional cart	$63.30	$68.67	8.5%
20-gallon cart service			
weekly collection	$15.83	$17.17	8.5%
every other week collection	$12.66	$13.73	8.5%
Residential Carryout Service			
32-gallon cart service			
weekly collection	$31.65	$34.34	8.5%
each additional cart	$31.65	$34.34	8.5%
every other week collection	$23.75	$25.76	8.5%
each additional cart	$23.75	$25.76	8.5%
once per month collection	$14.25	$15.45	8.4%
64-gallon cart service			
weekly collection	$52.75	$57.23	8.5%
every other week collection	$44.85	$48.65	8.5%
96-gallon cart service			
weekly collection	$73.85	$80.12	8.5%
20-gallon cart service			
weekly collection	$23.75	$25.76	8.5%
every other week collection	$18.99	$20.60	8.5%
Residential Special/Optional Services			
Extra Cart (32-gallon equivalent)			
Curb (per pick-up)	$8.31	$9.02	8.5%
Carryout (per pick-up)	$12.45	$13.51	8.5%
Return Trip fee	$11.02	$12.06	9.4%
Overweight/overfilled can	*Billed as an extra*		
Cart replacement fee	*At cost*		
Cart Delivery, Initial	$0.00	$0.00	
Cart Delivery, Subsequent	$14.95	$16.36	9.4%
Residential Recycling & Organics Curbside (VMC 6.12.213)			
B Single Family Recycling (EOW)	$3.37	$2.97	-11.9%
B' Recycling Processing Surcharge	$0.81	$0.87	6.7%
Multi-Family Recycling (per unit/month)	$1.36	$1.49	9.6%
. Recycling Processing Surcharge	$0.29	$0.42	41.3%
C Single Family Organics (EOW, subscription service)			
Basic subscription 96-gal cart	$8.05	$8.81	9.4%
Pg. 3 Lists all Organics Cart Size & Pricing Options			
Additional 32-gal per pickup	$3.68	$4.03	9.5%
Service restart fee (<1yr)	$10.96	$11.99	9.4%
Optional 64-gal Cart Rental	$1.82	$1.99	9.3%
Cart replacement fee	*At Cost*		
Cart delivery fee, initial	$0.00	$0.00	
Cart delivery, subsequent	$14.62	$16.00	9.4%

Standard Service Level for Residential Customers (A + B)

	Jan-22	Jan-23		Change
A 32-Gallon Weekly Garbage	$21.10	$22.89	8.5%	$1.79
B Single Family Recycling **B + B'**	$4.18	$3.84	-8.3%	-$0.34
TOTAL A + B (+B')	$25.28	$26.73	5.7%	$1.45
C Single Family Organics (w/basic 96-gal)	$8.05	$8.81	9.4%	$0.76
TOTAL A + B + C (Organics)	$33.33	$35.54	6.6%	$2.21

Available Service Levels	Monthly Charge Jan-22	Monthly Charge Jan-23	Change
Commercial Curb Service (VMC 6.12.209)			
32-gallon cart service			
weekly collection	$23.47	$25.46	8.5%
each additional cart	$23.47	$25.46	8.5%
every other week collection	$17.60	$19.10	8.5%
each additional cart	$17.60	$19.10	8.5%
once per month collection	$10.56	$11.46	8.5%
64-gallon cart service			
weekly collection	$46.94	$50.92	8.5%
each additional cart	$46.94	$50.92	8.5%
every other week collection	$23.47	$25.46	8.5%
96-gallon cart service			
weekly collection	$70.41	$76.38	8.5%
20-gallon cart collection			
weekly collection	$17.60	$19.10	8.5%
every other week collection	$14.08	$15.28	8.5%
Commercial Carryout Service			
32-gallon cart service			
weekly collection	$35.21	$38.19	8.5%
each additional cart	$35.21	$38.19	8.5%
every other week collection	$26.40	$28.65	8.5%
each additional cart	$26.40	$28.65	8.5%
once per month collection	$15.84	$17.19	8.5%
64-gallon cart service			
weekly collection	$58.68	$63.65	8.5%
every other week collection	$35.21	$38.19	8.5%
96-gallon cart service			
weekly collection	$82.15	$89.11	8.5%
20-gallon cart service			
weekly collection	$26.40	$28.65	8.5%
every other week collection	$21.12	$22.92	8.5%
Commercial Special/Optional Services			
Extra Cart (32-gallon equivalent)			
Curb (per pick-up)	$9.20	$9.98	8.5%
Carryout (per pick-up)	$13.87	$15.05	8.5%
Return Trip fee	$12.02	$13.15	9.4%
Overweight/overfilled cart	*Billed as an extra*		
Cart replacement fee	*At cost*		
Cart Delivery, Initial	$0.00	$0.00	
Cart Delivery, Subsequent	$15.04	$16.46	9.4%
Container (Commercial) Special Services (VMC 6.12.210)			
Special Pickup - yard rate X yards + return trip charge			
One Time Delivery/Pickup/Disposal			
of 3-yard "Rent-A-Bin"	$183.63	$199.24	8.5%
Additional "Rent-A-Bin"	$113.79	$123.46	8.5%
Return Trip fee	$17.62	$19.28	9.4%
Lock Charge (automatic system)	$0.00	$0.00	
Lock Charge (manual system)	$2.82	$3.09	9.6%
Subsequent Deliveries/Moves			
Replacements (per trip)	$32.06	$35.08	9.4%
Accessibility Charge	$4.00	$4.38	9.5%
Rollout Charge (per collection)			
Greater than 15 feet	$4.00	$4.38	9.5%
Greater than 20 feet	$6.41	$7.01	9.4%
Steam Cleaning (requested)	$48.09	$52.63	9.4%
Overfilled/Extra Yardage (portion)	$18.33	$19.89	8.5%
Other Garbage Rates (Bulky Items and Hourly - VMC 6.12.212)			
Stove	$17.59	$19.25	9.4%
Washing Machine	$19.24	$21.05	9.4%
Dryer	$15.93	$17.43	9.4%
Water Heater	$19.56	$21.40	9.4%
Refrigerator, Freezer	$31.81	$34.81	9.4%
Sofa	$15.93	$17.43	9.4%
Chair	$12.71	$13.91	9.4%
Mattress or Box Springs	$14.40	$15.76	9.4%
Tires			
auto light pickup	$7.58	$8.29	9.4%
with rim	$11.72	$12.83	9.5%
bus/heavy truck	$23.75	$25.99	9.4%
with rim	$39.19	$42.89	9.4%
Other Bulky Items	$16.76	$18.34	9.4%
Hourly Equipment Rental			
Sideloaded compactor	$106.57	$116.62	9.4%
Rolloff truck	$109.76	$120.11	9.4%
Extra labor	$48.60	$53.18	9.4%
Overtime rate	Extra labor rate X 1.5		

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Available Service Levels	Monthly Charge Jan-22	Jan-23	Change
Commercial Container Service (Non Compacted - VMC 6.12.210)			
One Yard Container (includes disposal w/in weight limits)			
once per week collection	$144.87	$157.18	8.5%
twice per week collection	$289.74	$314.36	8.5%
three collections/week	$434.61	$471.54	8.5%
four collections/week	$579.48	$628.72	8.5%
five collections/week	$724.35	$785.90	8.5%
six collections/week	$869.22	$943.08	8.5%
seven collections/week	$1,014.09	$1,100.26	8.5%
1.5 Yard Container (includes disposal w/in weight limits)			
once per week collection	$181.09	$196.48	8.5%
twice per week collection	$362.18	$392.95	8.5%
three collections/week	$543.26	$589.43	8.5%
four collections/week	$724.35	$785.90	8.5%
five collections/week	$905.44	$982.38	8.5%
six collections/week	$1,086.53	$1,178.85	8.5%
seven collections/week	$1,267.61	$1,375.33	8.5%
Two Yard Container (includes disposal w/in weight limits)			
once per week collection	$217.31	$235.77	8.5%
twice per week collection	$434.61	$471.54	8.5%
three collections/week	$651.92	$707.31	8.5%
four collections/week	$869.22	$943.08	8.5%
five collections/week	$1,086.53	$1,178.85	8.5%
six collections/week	$1,303.83	$1,414.62	8.5%
seven collections/week	$1,521.14	$1,650.39	8.5%
Three Yard Container (includes disposal w/in weight limits)			
once per week collection	$289.74	$314.36	8.5%
twice per week collection	$579.48	$628.72	8.5%
three collections/week	$869.22	$943.08	8.5%
four collections/week	$1,158.96	$1,257.44	8.5%
five collections/week	$1,448.70	$1,571.80	8.5%
six collections/week	$1,738.44	$1,886.16	8.5%
seven collections/week	$2,028.18	$2,200.52	8.5%
Four Yard Container (includes disposal w/in weight limits)			
once per week collection	$362.18	$392.95	8.5%
twice per week collection	$724.35	$785.90	8.5%
three collections/week	$1,086.53	$1,178.85	8.5%
four collections/week	$1,448.70	$1,571.80	8.5%
five collections/week	$1,810.88	$1,964.75	8.5%
six collections/week	$2,173.05	$2,357.70	8.5%
seven collections/week	$2,535.23	$2,750.65	8.5%
Five Yard Container (includes disposal w/in weight limits)			
once per week collection	$434.61	$471.54	8.5%
twice per week collection	$869.22	$943.08	8.5%
three collections/week	$1,303.83	$1,414.62	8.5%
four collections/week	$1,738.44	$1,886.16	8.5%
five collections/week	$2,173.05	$2,357.70	8.5%
six collections/week	$2,607.66	$2,829.24	8.5%
seven collections/week	$3,042.27	$3,300.78	8.5%
Six Yard Container (includes disposal w/in weight limits)			
once per week collection	$507.05	$550.13	8.5%
twice per week collection	$1,014.09	$1,100.26	8.5%
three collections/week	$1,521.14	$1,650.39	8.5%
four collections/week	$2,028.18	$2,200.52	8.5%
five collections/week	$2,535.23	$2,750.65	8.5%
six collections/week	$3,042.27	$3,300.78	8.5%
seven collections/week	$3,549.32	$3,850.91	8.5%
Eight Yard Container (includes disposal w/in weight limits)			
once per week collection	$651.92	$707.31	8.5%
twice per week collection	$1,303.83	$1,414.62	8.5%
three collections/week	$1,955.75	$2,121.93	8.5%
four collections/week	$2,607.66	$2,829.24	8.5%
five collections/week	$3,259.58	$3,536.55	8.5%
six collections/week	$3,911.49	$4,243.86	8.5%
seven collections/week	$4,563.41	$4,951.17	8.5%

Available Service Levels	Monthly Charge Jan-22	Jan-23	Change
Commercial Compactor Container Service (VMC 6.12.210)			
One Yard Container (includes disposal)			
once per week collection	$325.16	$352.80	8.5%
twice per week collection	$650.32	$705.60	8.5%
three collections/week	$975.48	$1,058.40	8.5%
four collections/week	$1,300.64	$1,411.20	8.5%
five collections/week	$1,625.80	$1,764.00	8.5%
six collections/week	$1,950.96	$2,116.80	8.5%
seven collections/week	$2,276.12	$2,469.60	8.5%
1.5 Yard Container (includes disposal)			
once per week collection	$406.45	$441.00	8.5%
twice per week collection	$812.90	$882.00	8.5%
three collections/week	$1,219.35	$1,323.00	8.5%
four collections/week	$1,625.80	$1,764.00	8.5%
five collections/week	$2,032.25	$2,205.00	8.5%
six collections/week	$2,438.70	$2,646.00	8.5%
seven collections/week	$2,845.15	$3,087.00	8.5%
Two Yard Container (includes disposal)			
once per week collection	$487.74	$529.20	8.5%
twice per week collection	$975.48	$1,058.40	8.5%
three collections/week	$1,463.22	$1,587.60	8.5%
four collections/week	$1,950.96	$2,116.80	8.5%
five collections/week	$2,438.70	$2,646.00	8.5%
six collections/week	$2,926.44	$3,175.20	8.5%
seven collections/week	$3,414.18	$3,704.40	8.5%
Three Yard Container (includes disposal)			
once per week collection	$650.32	$705.60	8.5%
twice per week collection	$1,300.64	$1,411.20	8.5%
three collections/week	$1,950.96	$2,116.80	8.5%
four collections/week	$2,601.28	$2,822.40	8.5%
five collections/week	$3,251.60	$3,528.00	8.5%
six collections/week	$3,901.92	$4,233.60	8.5%
seven collections/week	$4,552.24	$4,939.20	8.5%
Four Yard Container (includes disposal)			
once per week collection	$812.90	$882.00	8.5%
twice per week collection	$1,625.80	$1,764.00	8.5%
three collections/week	$2,438.70	$2,646.00	8.5%
four collections/week	$3,251.60	$3,528.00	8.5%
five collections/week	$4,064.50	$4,410.00	8.5%
six collections/week	$4,877.40	$5,292.00	8.5%
seven collections/week	$5,690.30	$6,174.00	8.5%
Five Yard Container (includes disposal)			
once per week collection	$975.48	$1,058.40	8.5%
twice per week collection	$1,950.96	$2,116.80	8.5%
three collections/week	$2,926.44	$3,175.20	8.5%
four collections/week	$3,901.92	$4,233.60	8.5%
five collections/week	$4,877.40	$5,292.00	8.5%
six collections/week	$5,852.88	$6,350.40	8.5%
seven collections/week	$6,828.36	$7,408.80	8.5%
Six Yard Container (includes disposal)			
once per week collection	$1,138.06	$1,234.80	8.5%
twice per week collection	$2,276.12	$2,469.60	8.5%
three collections/week	$3,414.18	$3,704.40	8.5%
four collections/week	$4,552.24	$4,939.20	8.5%
five collections/week	$5,690.30	$6,174.00	8.5%
six collections/week	$6,828.36	$7,408.80	8.5%
seven collections/week	$7,966.42	$8,643.60	8.5%
Eight Yard Container (includes disposal)			
once per week collection	$1,463.22	$1,587.60	8.5%
twice per week collection	$2,926.44	$3,175.20	8.5%
three collections/week	$4,389.66	$4,762.80	8.5%
four collections/week	$5,852.88	$6,350.40	8.5%
five collections/week	$7,316.10	$7,938.00	8.5%
six collections/week	$8,779.32	$9,525.60	8.5%
seven collections/week	$10,242.54	$11,113.20	8.5%

**** For Reference Only ****

Tipping Fees at Columbia Resource Company Transfer Stations

	Jan-22	Jan-23	Change
Municipal Solid Waste ($/ ton)	$99.88	$106.34	6.5%
Drop Box Waste ($/ ton)	$88.72	$94.46	6.5%
Plus - Transaction Fee (per load)	$10.00	$10.00	0.0%
Organics Tip Fee ($/ ton)	$86.93	$92.53	6.4%
Yard Debris - West Van ($/ ton)	$70.44	$74.98	6.4%
Yard Debris - CTR ($/ ton)	$70.88	$75.45	6.4%
Recyclables Processing ($/ ton)	$48.56	$41.73	-14.1%

Tiping fees subject to approval by Clark County Public Health

Disposal Fees: (pass through of tipping fee, transaction fee & taxes)

Other Divertable Materials accepted at local transfer stations:
(pass through at current disposal fee or processing rate)

Yard Debris/Organics Fees: (pass through at current rate)

Recycling Processing Surcharge fee (pass through)

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Available Service Levels	Monthly Charge Jan-22	Jan-23	Change
Space Saver Rate - Regular Containers at Space Constrained Locations (VMC 6.12.210)			
One Yard Container (includes disposal w/in weight limits)			
once per week collection	$144.87	$157.18	8.5%
twice per week collection	$239.04	* $259.35	8.5%
three collections/week	$318.71	$345.80	8.5%
four collections/week	$398.39	$432.25	8.5%
five collections/week	$478.07	$518.69	8.5%
six collections/week	$557.75	$605.14	8.5%
seven collections/week	$717.11	$778.04	8.5%
1.5 Yard Container (includes disposal w/in weight limits)			
once per week collection	$181.09	$196.48	8.5%
twice per week collection	$318.71	* $345.80	8.5%
three collections/week	$517.91	$561.92	8.5%
four collections/week	$557.75	$605.14	8.5%
five collections/week	$756.95	$821.27	8.5%
six collections/week	$876.46	$950.94	8.5%
seven collections/week	$1,075.66	$1,167.06	8.5%
Two Yard Container (includes disposal w/in weight limits)			
once per week collection	$217.31	$235.77	8.5%
twice per week collection	$398.39	* $432.25	8.5%
three collections/week	$557.75	$605.14	8.5%
four collections/week	$717.11	$778.04	8.5%
five collections/week	$956.14	$1,037.39	8.5%
six collections/week	$1,115.50	$1,210.29	8.5%
seven collections/week	$1,274.86	$1,383.18	8.5%
Three Yard Container (includes disposal w/in weight limits)			
once per week collection	$289.74	$314.36	8.5%
twice per week collection	$557.75	* $605.14	8.5%
three collections/week	$869.22	$943.08	8.5%
four collections/week	$1,115.50	$1,210.29	8.5%
five collections/week	$1,434.21	$1,556.08	8.5%
six collections/week	$1,673.25	$1,815.43	8.5%
seven collections/week	$1,912.28	$2,074.78	8.5%
Four Yard Container (includes disposal w/in weight limits)			
once per week collection	$362.18	$392.95	8.5%
twice per week collection	$717.11	* $778.04	8.5%
three collections/week	$1,086.53	$1,178.85	8.5%
four collections/week	$1,434.21	$1,556.08	8.5%
five collections/week	$1,810.88	$1,964.75	8.5%
six collections/week	$2,151.32	$2,334.12	8.5%
seven collections/week	$2,535.23	$2,750.65	8.5%
Five Yard Container (includes disposal w/in weight limits)			
once per week collection	$434.61	$471.54	8.5%
twice per week collection	$869.22	$943.08	8.5%
three collections/week	$1,303.83	$1,414.62	8.5%
four collections/week	$1,738.44	$1,886.16	8.5%
five collections/week	$2,173.05	$2,357.70	8.5%
six collections/week	$2,607.66	$2,829.24	8.5%
seven collections/week	$3,042.27	$3,300.78	8.5%
Six Yard Container (includes disposal w/in weight limits)			
once per week collection	$507.05	$550.13	8.5%
twice per week collection	$1,014.09	$1,100.26	8.5%
three collections/week	$1,521.14	$1,650.39	8.5%
four collections/week	$2,028.18	$2,200.52	8.5%
five collections/week	$2,535.23	$2,750.65	8.5%
six collections/week	$3,042.27	$3,300.78	8.5%
seven collections/week	$3,549.32	$3,850.91	8.5%
Eight Yard Container (includes disposal w/in weight limits)			
once per week collection	$651.92	$707.31	8.5%
twice per week collection	$1,303.83	$1,414.62	8.5%
three collections/week	$1,955.75	$2,121.93	8.5%
four collections/week	$2,607.66	$2,829.24	8.5%
five collections/week	$3,259.58	$3,536.55	8.5%
six collections/week	$3,911.49	$4,243.86	8.5%
seven collections/week	$4,563.41	$4,951.17	8.5%

*Note: For Space Saver Rates, the darker shaded cells indicate collection frequencies where space constrained customers will experience savings

Available Service Levels	Monthly Charge Jan-22	Jan-23	Change
Drop Box and Compactor Services (VMC 6.12.211)			
Regular Service (pass through amount of tipping fee and transaction fee taxes)			
Initial Placement (per trip)	$40.04	$43.82	9.4%
Moving Fee (per trip)	$40.04	$43.82	9.4%
Steam Clean (per yard)	$4.31	$4.72	9.5%
Minimum (Plus P/R)	$41.92	$45.87	9.4%
Box placement/move onsite	$40.04	$43.82	9.4%
Daily Demurrage	$3.75	$4.10	9.3%
Monthly Demurrage (Max.)	$112.76	$123.39	9.4%
Special/Modified Box Rent (lid,screen,winch/day)	$5.37	$5.88	9.5%
monthly maximum	$161.78	$177.04	9.4%
Waiting Time (per minute)	$1.90	$2.08	9.5%
Mileage Charge (over 10/mi)	$3.47	$3.80	9.5%
Locking System (materials plus labor @: per hr)	$40.04	$43.82	9.4%
"Check Only" (per check)	$12.00	$13.13	9.4%
Return Trip Charge	$32.06	$35.08	9.4%
Drop Box Trucking Fee (empty & return - roundtrip) (VMC 6.12.211)			
10-yard			
Drop Box	$157.07	$171.88	9.4%
Compactor	$174.53	$190.99	9.4%
20-yard			
Drop Box	$157.07	$171.88	9.4%
Compactor	$174.53	$190.99	9.4%
30-yard			
Drop Box	$157.07	$171.88	9.4%
Compactor	$174.53	$190.99	9.4%
40-yard			
Drop Box	$157.07	$171.88	9.4%
Compactor	$174.53	$190.99	9.4%

Drop Box ORGANICS Trucking Fee (roundtrip haul - VMC 6.12.211)

Other VMC 6.12.211 service rates apply to Organics drop boxes/compactors.

	Jan-22	Jan-23	Change
10-yard			
Drop Box	$111.68	$122.21	9.4%
Compactor	$124.09	$135.79	9.4%
20-yard			
Drop Box	$111.68	$122.21	9.4%
Compactor	$124.09	$135.79	9.4%
30-yard			
Drop Box	$111.68	$122.21	9.4%
Compactor	$124.09	$135.79	9.4%
40-yard			
Drop Box	$111.68	$122.21	9.4%
Compactor	$124.09	$135.79	9.4%
Organics Tip Fees: (pass through at current material processing rate)			
2022 West Van Organics Tip Fee ($/ ton):		**$92.53**	6.4%

Organics Collection Service (Yard Debris + Food)

Residential/Commercial ORGANICS Fees (VMC 6.12.213)

Residential Subscription Options:

Single Family Organics - subscription service, every other week collection

		Jan-22	Jan-23	Change
*Basic Rate (Pg 1) charge **C**	**C** 96-gallon cart (EOW)	$8.05 *	**$8.81** *	9.4%
	64-gallon cart (EOW)	$6.97	$7.62	9.4%
	32-gallon cart (EOW)	$5.88	$6.44	9.4%
	20-gallon cart (EOW)	$4.80	$5.25	9.4%

Commercial / Multifamily Subscription Options:

64-gallon cart service	Jan-23	Jan-23	Change
every other week collection	$8.95	$9.80 **	9.4%
weekly collection	$17.91	$19.60 **	9.4%

**Indicated monthly Commercial/Multi-Family Organics rates apply if carts are set at the curb for scheduled collection days - other 'Special Services' detailed in VMC 6.12.210 may be added as additional charges for each collection if the cart(s) are not placed at the curb. Depending on location specific challenges, organics collection service may not be offered at all multifamily or commercial sites.

9/28/2022 16:47

10/24/22 (Date of First Reading)
11/07/22 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE relating to the collection of solid waste, recyclable materials and organics, and amending certain sections of VMC 6.12 to increase or adjust rates and charges consistent with approved utility user taxes and rates and in accordance with current contracts for the coming year; providing for savings, severability and an effective date.

WHEREAS, solid waste collection, residential recycling, and organics rates within VMC 6.12 were last changed by adoption of Ordinance M-4353 (November 15, 2021), and current rates became effective January 1, 2022; and

WHEREAS, the City's contract for Comprehensive Garbage, Recyclables, and Organics Collection Services, effective April 1, 2019, contains provisions for annual adjustments to rates charged by the Contractor based upon changes in the Consumer Price Index (CPI), a Fuel Index, changes in disposal tipping fees, and changes in the City Fee as calculated through the contract's Exhibit D rate model; and

WHEREAS, the Inflation Adjustment Factor (IAF) for rates set for the 2023 period has been calculated at 9.43% by combining a 8.586 percent increase in the Seattle-Tacoma-Bellevue CPI-W and a 48.62 % percent increase in the Fuel Index (weighted 92 percent and 8 percent respectively) factored at 80 percent as the allowed annual compensation adjustment for the collection contractor; and

WHEREAS, per Clark County contract provisions with the facility operator, disposal fees at transfer stations used to dispose of waste collected by the Contractor under the specifications of the comprehensive collection contract are set to increase by 6.47 percent to $106.34 per ton of municipal solid waste effective January 1, 2023, and

WHEREAS, Clark County established a recyclables processing fee on February 19, 2019 to be paid for residential recyclables delivered under the waste recycling, transfer and disposal contract with Columbia Resources Company, based on a review of operational factors, revenues and costs, which is to be adjusted to $41.73 per ton on January 1, 2023 (a 14.1% decrease), impacting the recyclables processing surcharge amounts established for City curbside and multi-family customers; and

WHEREAS, the City's comprehensive collection contract also contains provisions for annual adjustments in hauler compensation through rates for recycling and organics collection services based on the above noted changes in the IAF (CPI and fuel index); and

WHEREAS, the City's Financial Management Policies, updated for the 2023-2024 Biennial Budget, provide guidance for balancing current revenues with current operating expenditures (#3), for exercising sound financial estimation of revenues through reasonably conservative but realistic assumptions (#8), for applying the principle of full cost recovery in enterprise (Solid Waste) fund operations (#12), and for maintenance of both working capital (#21) and designated liability funding (#23) reserves; and as these policies are variously addressed through the adjustment of rates and City Fee paid by the collector as allowed for in Exhibit D; and

WHEREAS, to keep the blended utility rate increase for 2023 for a typical single-family residence within the City of Vancouver to no more than 6% inclusive of water, sewer, storm, and solid waste, the City's Solid Waste enterprise fund balance, including accumulated recyclable material revenues from prior years, will be used to help control customer costs for residential recycling collection services as a rate stabilization measure. This rate subsidy is anticipated for 2023 only and is not intended to be continued so long as the Solid Waste fund balance levels in future years support the above noted Financial Policies.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. VMC 6.12.208, adopted by Ordinance M-2665 and last amended by M-4353, is amended as follows:

6.12.208 Residential/multifamily cart rates.

The following table lists rates charged for residential/multifamily cart service:

Curb Service:	**~~2022~~ 2023**
32-gallon cart service	
Weekly collection	~~21.10~~ 22.89 per month
Each additional cart	~~21.10~~ 22.89 per month
Every other week	~~15.83~~ 17.17 per month
Each additional cart	~~15.83~~ 17.17 per month
Once a month	~~9.50~~ 10.30 per month

64-gallon cart service

Weekly collection ~~42.20~~ 45.78 per month

Each additional cart ~~42.20~~ 45.78 per month

Every other week ~~21.10~~ 22.89 per month

96-gallon cart service

Weekly collection ~~63.30~~ 68.67 per month

Each additional cart ~~63.30~~ 68.67 per month

20-gallon cart service

Weekly collection ~~15.83~~ 17.17 per month

Every other week ~~12.66~~ 13.73 per month

Carryout Service:

32-gallon cart service

Weekly collection ~~31.65~~ 34.34 per month

Each additional cart	~~31.65~~ 34.34 per month
Every other week	~~23.75~~ 25.76 per month
Each additional cart	~~23.75~~ 25.76 per month
Once a month	~~14.25~~ 15.45 per month
64-gallon cart service	
Weekly collection	~~52.75~~ 57.23 per month
Every other week	~~44.85~~ 48.65 per month
96-gallon cart service	
Weekly collection	~~73.85~~ 80.12 per month
20-gallon cart service	
Weekly collection	~~23.75~~ 25.76 per month
Every other week	~~18.99~~ 20.60 per month

Special/Optional Services:

Extra 32-gallon or equivalent (or portion thereof)

Curb	~~8.31~~ 9.02 per pick up
Carryout	~~12.45~~ 13.51 per pick up
Return trip fee	~~11.02~~ 12.06 per trip
Overweight/overfilled cart	Billed as an extra
Cart replacement fee	At cost
Cart delivery, initial	0.00
Cart delivery, subsequent	~~14.95~~ 16.36

Late Fee:

1.5 percent of balance outstanding at 30 days past due date.

Vacation Allowance:

Minimum period of two weeks.

Maximum of three vacations per year.

Section 2. VMC 6.12.209, adopted by Ordinance M-2665 and last amended by Ordinance M-4353, is amended as follows:

6.12.209 Commercial cart rates.

The following table lists garbage rates charged for commercial cart service:

Curb Service:	**~~2022~~ 2023**
32-gallon cart service	
Weekly collection	~~23.47~~ 25.46 per month
Each additional cart	~~23.47~~ 25.46 per month
Every other week	~~17.60~~ 19.10 per month
Each additional cart	~~17.60~~ 19.10 per month
Once a month	~~10.56~~ 11.46 per month
64-gallon cart service	
Weekly collection	~~46.94~~ 50.92 per month
Each additional cart	~~46.94~~ 50.92 per month

Every other week	~~23.47~~ 25.46 per month
96-gallon cart service	
Weekly collection	~~70.41~~ 76.38 per month
20-gallon cart service	
Weekly cart service	~~17.60~~ 19.10 per month
Every other week	~~14.08~~ 15.28 per month
Carryout Service:	
32-gallon cart service	
Weekly collection	~~35.21~~ 38.19 per month
Each additional cart	~~35.21~~ 38.19 per month
Every other week	~~26.40~~ 28.65 per month
Each additional cart	~~26.40~~ 28.65 per month
Once a month	~~15.84~~ 17.19 per month
64-gallon cart service	

Weekly collection	~~58.68~~ 63.65 per month
Every other week	~~35.21~~ 38.19 per month

96-gallon car service

Weekly collection	~~82.15~~ 89.11 per month

20-gallon cart service

Weekly collection	~~26.40~~ 28.65 per month
Every other week	~~21.12~~ 22.92 per month

Special/Optional Services:

Extra 32-gallon or equivalent (or portion thereof)

Curb	~~9.20~~ 9.98 per pick up
Carryout	~~13.87~~ 15.05 per pick up
Return trip fee	~~12.02~~ 13.15 per trip
Overweight/overfilled cart	Billed as an extra
Cart replacement fee	At cost

Cart delivery, initial	0.00
Cart delivery, subsequent	~~15.04~~ 16.46

Subscription-based commercial organics collection service is available at rates listed in VMC 6.12.213.

Late Fee:

1.5 percent of balance outstanding at 30 days past due date.

Vacation Allowance:

Minimum period of two weeks.

Maximum of three vacations per year.

Section 3. VMC 6.12.210, adopted by Ordinance C-33 and last amended by Ordinance M-4353, is amended as follows:

6.12.210 Container rates.

The following Table 6.12.210 lists garbage rates charged for container service:

Table 6.12.210. (~~2022~~ 2023 Rates)

Regular Containers

Weekly Frequency

Size (In Yards)	1	2	3	4	5	6	7
1	~~$ 144.87~~ $157.18	~~$ 289.74~~ $314.36	~~$ 434.61~~ $471.54	~~$ 579.48~~ $628.72	~~$ 724.35~~ $785.90	~~$ 869.22~~ $943.08	~~$ 1,014.09~~ $1,100.26
1.5	~~$ 181.09~~ $196.48	~~$ 362.18~~ $392.95	~~$ 543.26~~ $589.43	~~$ 724.35~~ $785.90	~~$ 905.44~~ $982.38	~~$ 1,086.53~~ $1,178.85	~~$ 1,267.61~~ $1,375.33
2	~~$ 217.31~~ $235.77	~~$ 434.61~~ $471.54	~~$ 651.92~~ $707.31	~~$ 869.22~~ $943.08	~~$ 1,086.53~~ $1,178.85	~~$ 1,303.83~~ $1,414.62	~~$ 1,521.14~~ $1,650.39
3	~~$ 289.74~~ $314.36	~~$ 579.48~~ $628.72	~~$ 869.22~~ $943.08	~~$ 1,158.96~~ $1,257.44	~~$ 1,448.70~~ $1,571.80	~~$ 1,738.44~~ $1,886.16	~~$ 2,028.18~~ $2,200.52
4	~~$ 362.18~~ $392.95	~~$ 724.35~~ $785.90	~~$ 1,086.53~~ $1,178.85	~~$ 1,448.70~~ $1,571.80	~~$ 1,810.88~~ $1,964.75	~~$ 2,173.05~~ $2,357.70	~~$ 2,535.23~~ $2,750.65
5	~~$ 434.61~~ $471.54	~~$ 869.22~~ $943.08	~~$ 1,303.83~~ $1,414.62	~~$ 1,738.44~~ $1,886.16	~~$ 2,173.05~~ $2,357.70	~~$ 2,607.66~~ $2,829.24	~~$ 3,042.27~~ $3,300.78
6	~~$ 507.05~~ $550.13	~~$1,014.09~~ $1,100.26	~~$ 1,521.14~~ $1,650.39	~~$ 2,028.18~~ $2,200.52	~~$ 2,535.23~~ $2,750.65	~~$ 3,042.27~~ $3,300.78	~~$ 3,549.32~~ $3,850.91
8	~~$ 651.92~~ $707.31	~~$ 1,303.83~~ $1,414.62	~~$ 1,955.75~~ $2,121.93	~~$ 2,607.66~~ $2,829.24	~~$ 3,259.58~~ $3,536.55	~~$ 3,911.49~~ $4,243.86	~~$ 4,563.41~~ $4,951.17

Regular Containers at Space Constrained Locations (Space Saver Rate)

Weekly Frequency

Size (In Yards)	1	2	3	4	5	6	7
1		~~$ 239.04~~ $259.35	~~$ 318.71~~ $345.80	~~$ 398.39~~ $432.25	~~$ 478.07~~ $518.69	~~$ 557.75~~ $605.14	~~$ 717.11~~ $778.04
1.5		~~$ 318.71~~ $345.80	~~$ 517.91~~ $561.92	~~$ 557.75~~ $605.14	~~$ 756.95~~ $821.27	~~$ 876.46~~ $950.94	~~$ 1,075.66~~ $1,167.06
2		~~$ 398.39~~ $432.25	~~$ 557.75~~ $605.14	~~$ 717.11~~ $778.04	~~$ 956.14~~ $1,037.39	~~$ 1,115.50~~ $1,210.29	~~$ 1,274.86~~ $1,383.18
3		~~$ 557.75~~ $605.14		~~$ 1,115.50~~ $1,210.29	~~$ 1,434.21~~ $1,556.08	~~$ 1,673.25~~ $1,815.43	~~$ 1,912.28~~ $2,074.78
4		~~$ 717.11~~ $778.04		~~$ 1,434.21~~ $1,556.08		~~$ 2,151.32~~ $2,334.12	
5							
6							
8							

Compactor Containers

Weekly Frequency

Size (In Yards)	1	2	3	4	5	6	7
1	~~$ 325.16~~ $352.80	~~$ 650.32~~ $705.60	~~$ 975.48~~ $1,058.40	~~$ 1,300.64~~ $1,411.20	~~$ 1,625.80~~ $1,764.00	~~$ 1,950.96~~ $2,116.80	~~$ 2,276.12~~ $2,469.60
1.5	~~$ 406.45~~ $441.00	~~$ 812.90~~ $882.00	~~$ 1,219.35~~ $1,323.00	~~$ 1,625.80~~ $1,764.00	~~$ 2,032.25~~ $2,205.00	~~$ 2,438.70~~ $2,646.00	~~$ 2,845.15~~ $3,087.00
2	~~$ 487.74~~ $529.20	~~$ 975.48~~ $1,058.40	~~$ 1,463.22~~ $1,587.60	~~$ 1,950.96~~ $2,116.80	~~$ 2,438.70~~ $2,646.00	~~$ 2,926.44~~ $3,175.20	~~$ 3,414.18~~ $3,704.40
3	~~$ 650.32~~ $705.60	~~$ 1,300.64~~ $1,411.20	~~$ 1,950.96~~ $2,116.80	~~$ 2,601.28~~ $2,822.40	~~$ 3,251.60~~ $3,528.00	~~$ 3,901.92~~ $4,233.60	~~$ 4,552.24~~ $4,939.20
4	~~$ 812.90~~ $882.00	~~$ 1,625.80~~ $1,764.00	~~$ 2,438.70~~ $2,646.00	~~$ 3,251.60~~ $3,528.00	~~$ 4,064.50~~ $4,410.00	~~$ 4,877.40~~ $5,292.00	~~$ 5,690.30~~ $6,174.00
5	~~$ 975.48~~ $1,058.40	~~$ 1,950.96~~ $2,116.80	~~$ 2,926.44~~ $3,175.20	~~$ 3,901.92~~ $4,233.60	~~$ 4,877.40~~ $5,292.00	~~$ 5,852.88~~ $6,350.40	~~$ 6,828.36~~ $7,408.80
6	~~$ 1,138.06~~ $1,234.80	~~$ 2,276.12~~ $2,469.60	~~$ 3,414.18~~ $3,704.40	~~$ 4,552.24~~ $4,939.20	~~$ 5,690.30~~ $6,174.00	~~$ 6,828.36~~ $7,408.80	~~$ 7,966.42~~ $8,643.60
8	~~$ 1,463.22~~ $1,587.60	~~$ 2,926.44~~ $3,175.20	~~$ 4,389.66~~ $4,762.80	~~$ 5,852.88~~ $6,350.40	~~$ 7,316.10~~ $7,938.00	~~$ 8,779.32~~ $9,525.60	~~$ 10,242.54~~ $11,113.20

Note: Above rates are for containers supplied by contractor. Rates for compacted solid waste apply only when such waste has been compacted by any mechanical device prior to its pickup by the collector. Loose waste dumped into the collector's packer truck from a container will be subject to the rates for noncompacted material. However, waste that has been compressed or compacted by any mechanical device and then subsequently dumped into a loose yard container to be picked up by the contractor shall be subject to compacted container rates only upon prior written approval of the director.

Special Services:

Special pickups shall be charged the extra yard rate multiplied by the size of the container plus the return trip charge.

	~~2022~~ 2023
One-time delivery/pickup/disposal of 3-yard "Rent-a-Bin"	~~183.63~~ 199.24
Additional "Rent-a-Bin" pickup	~~113.79~~ 123.46
Return trip (blocked container, etc.)	~~17.62~~ 19.28
Lock charge (if manual system used)	~~2.82~~ 3.09 per collection
Subsequent deliveries/moves/replacements	~~32.06~~ 35.08 per trip
Accessibility charge	~~4.00~~ 4.38 per collection
Rollout charge	
Greater than 15 feet	~~4.00~~ 4.38 per collection
Greater than 20 feet	~~6.41~~ 7.01 per collection
Steam cleaning (customer request or requirement)	~~48.09~~ 52.63 per container
Overfill/extra yardage (or portion thereof)	~~18.33~~ 19.89 per event

Overweight charges for container service:

If the contractor identifies that a customer's disposal weights are consistently in excess of 130 pounds per loose yard (if charged loose container rates) or 455 pounds per compacted yard, or per yard of heavy material such as dirt, rock, etc. (if charged compacted container rates) the contractor may charge a flat overweight surcharge in addition to the regular rates. The surcharge will be equal to the weight in excess of 200 pounds per loose yard or 700 pounds per compacted yard multiplied by the current disposal rates per pound, multiplied by the number of yards serviced per month. The surcharge may also be applied to any extra or special pickups. The contractor shall not charge the overweight container charge until the on-going overweight account has been brought to the attention of the director. The contractor may charge the overweight charge once the director has investigated the issue and made a written determination as to whether or not the proposed charge is appropriate to the situation.

Late Fee: 1.5 percent of balance outstanding at 30 days past due date.

Vacation Allowance:

Minimum period of two weeks.

Maximum of three vacations per year.

Section 4. VMC 6.12.211, adopted by Ordinance M-2665 and last amended by Ordinance M-4353, is amended as follows:

6.12.211 Drop box and compactor rates.*

The following table lists garbage rates charged for drop box and compactor service:

Regular Service:	**~~2022~~ 2023**
Initial placement fee	~~40.04~~ 43.82 per trip
Moving fee	~~40.04~~ 43.82 per trip
Steam clean	
(per customer request or as required)	~~4.31~~ 4.72 per yard
Minimum	~~41.92~~ 45.87 min
Plus: pickup and redelivery	~~40.04~~ 43.82 per trip

Trucking Fee (empty and return - roundtrip haul charge):

Drop box	
10-yard	~~157.07~~ 171.88
20-yard	~~157.07~~ 171.88
30-yard	~~157.07~~ 171.88
40-yard	~~157.07~~ 171.88
Compactor	
10-yard	~~174.53~~ 190.99
20-yard	~~174.53~~ 190.99
30-yard	~~174.53~~ 190.99
40-yard	~~174.53~~ 190.99

Organics Trucking Fee (empty and return - roundtrip haul charge):

Drop box

10-yard	~~111.68~~ 122.21
20-yard	~~111.68~~ 122.21
30-yard	~~111.68~~ 122.21
40-yard	~~111.68~~ 122.21

Compactor

10-yard	~~124.09~~ 135.79
20-yard	~~124.09~~ 135.79
30-yard	~~124.09~~ 135.79
40-yard	~~124.09~~ 135.79

Add disposal pass through at amount of tipping fee and disposal transaction fees or taxes to above charges.

Daily demurrage - Per day	~~3.75~~ 4.10 per day
Monthly demurrage - Monthly maximum	~~112.76~~ 123.39 monthly max
Special/modified box rental	
(Lid/screen/winch, etc.) - Per day	~~5.37~~ 5.88 per day
Monthly maximum	~~161.78~~ 177.04 monthly max
Waiting time	
(after first 10 minutes) - Charge per minute	~~1.90~~ 2.08 per minute

Mileage Charge (over 10)	~~3.47~~ 3.80 per mile
Locking system	
Materials plus labor - per hour	~~40.04~~ 43.82 per hour
"Check only" service	
(price per container and per check)	~~12.00~~ 13.13
Return trip charge (per container)	~~32.06~~ 35.08

For organics and/or yard debris collection drop box service – the noted organics trucking fee applies in place of the regular trucking fee; however, the same rates apply to these streams as for all other regular drop box related services, and disposal will be charged at current organics and/or yard debris processing rates.

Late Fee: 1.5 percent of balance outstanding at 30 days past due date.

Section 5. VMC 6.12.212, adopted by Ordinance M-2665 and last amended by Ordinance M-4353, is amended as follows:

6.12.212 Other rates.

The following table lists garbage rates for types of pickup other than those set out in VMC 6.12.208 through 6.12.211:

Bulky item pickup:	**~~2022~~ 2023**	
Stove	~~17.59~~ 19.25	each

Bulky item pickup:	**~~2022~~ 2023**	
Washing machine	~~19.24~~ 21.05	each
Dryer	~~15.93~~ 17.43	each
Water heater	~~19.56~~ 21.40	each
Refrigerator, freezer	~~31.81~~ 34.81	each
Sofa	~~15.93~~ 17.43	each
Chair	~~12.71~~ 13.91	each
Mattress or box spring	~~14.40~~ 15.76	each
Tires		
Auto/light pickup	~~7.58~~ 8.29	each
with rim	~~11.72~~ 12.83	each
Bus/heavy truck	~~23.75~~ 25.99	each
with rim	~~39.19~~ 42.89	each
Other bulky items	~~16.76~~ 18.34	each

Note: the above rates are for pre-scheduled curbside pick-up at residential locations; however, they also may be applied to commercial and multifamily site pickups. For commercial and multifamily collections additional fees, detailed in VMC 6.12.210, may apply for requested special services that differ from the standard pre-scheduled curbside bulky item pickup.

Hourly equipment rental:

Sideloaded compactor truck	~~106.57~~ 116.62	per hour
Rolloff truck/front load compactor Truck	~~109.76~~ 120.11	per hour
Extra labor	~~48.60~~ 53.18	per hour
Overtime rate	Extra labor rate x 1.5	

Section 6. VMC 6.12.213, adopted by Ordinance M-3069 and last amended by Ordinance M-4353, is amended as follows:

6.12.213 Residential recycling fees.

The following fees shall be charged for recycling program costs within the city of Vancouver:

1. *Curbside Recycling*

a. For each dwelling unit in a structure containing from one to four residential dwelling units, $~~3.37~~ 2.97 per month.

b. For each dwelling unit in a structure containing from one to four residential dwelling units, the contractor may invoice a recyclables processing surcharge of $~~0.81~~ 0.87 per month.

2. *Multi-family Recycling*

a. Five or more residential dwelling units on a consolidated solid waste collection bill, $~~1.36~~ 1.49 per month per unit.

b. For each dwelling unit in a structure containing five or more residential dwelling units, the contractor may invoice a recyclables processing surcharge of $~~0.29~~ 0.42 per unit per month.

The following optional fees shall be charged to those residents or businesses who voluntarily subscribe for service:

Organics Collection Service

Residential Subscription Options:	**~~2022~~ 2023**
Basic subscription, with 96-gallon cart	$~~8.05~~ 8.81 per month
Basic subscription, with 64-gallon cart	~~6.97~~ 7.62 per month
Basic subscription, with 32-gallon cart	~~5.88~~ 6.44 per month
Basic subscription, with 20-gallon cart	~~4.80~~ 5.25 per month
Commercial / Multifamily Subscription Options:	
Every Other Week subscription, with 64-gallon cart	$~~8.95~~ 9.80 per month
Weekly subscription, with 64-gallon cart	~~17.91~~ 19.60 per month
Special/Optional Organics Services:	
Additional 32-gallon equivalent (or portion thereof, per volume)	~~3.68~~ 4.03 per pickup
Service restart fee, within one year of last service	~~10.96~~ 11.99
Optional extra cart rental	~~1.82~~ 1.99 per month

Cart replacement fee	At cost
Cart delivery fee, initial	0.00
Cart delivery fee, subsequent (including cart swap request)	~~14.62~~ 16.00

Late fee: 1.5 percent of balance outstanding at 30 days

Vacation allowances in conjunction with garbage service vacations only.

Note: For commercial and multifamily sites participating in organics collection service, the above subscription rates and special/optional Services fees apply so long as the customer is responsible for placing the cart(s) curbside for the scheduled collection day(s). If the cart(s) at these sites is not placed at the curb on collection day(s) and/or if other special services are requested for these sites, then the special services fees detailed in VMC 6.12.210 may be added as additional charges for each collection. Depending on location specific challenges, organics collection service may not be offered at all multifamily or commercial sites.

Section 7. Savings. Those ordinances or parts of ordinances which are amended by this ordinance shall remain in full force and effect until the effective date of this ordinance.

Section 8. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not effect or invalidate the remainder of any parts thereof to any person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 9. Effective date. This ordinance shall become effective as of January 1, 2023, following the date of final adoption.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this ________ day of __________________________, 2022.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. __________

AN ORDINANCE relating to the collection of solid waste, recyclable materials and organics, and amending certain sections of VMC 6.12 to increase or adjust rates and charges consistent with approved utility user taxes and rates and in accordance with current contracts for the coming year; providing for savings, severability and an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 360-487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Item #8.

Staff Report: 156-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 10/24/2022
11/7/2022

SUBJECT Ordinance amending Section VMC 3.40.070 (A) authorizing the Vancouver Transportation Benefit District to establish up to one-tenth of one percent sales and use tax

Key Points

- In 2015 the City of Vancouver established a transportation benefit district (TBD), as authorized by state laws, chapters RCW 35.21.225 and RCW 36.73 to provide adequate levels of funding for transportation improvements and infrastructure in the City of Vancouver.
- Current City Code, VMC 3.40.070 (A), authorizes the Vancouver TBD to establish up to three-tenth of one percent sales and use tax, if approved by District voters.
- The state law authorizing the sales and use tax for transportation benefits districts (RCW 36.73.065) was recently amended by the legislature. The change included authorization for a TBD to levy one-tenth of one percent sales and use tax in the councilmanic manner.
- The City of Vancouver has an adopted Completed Streets Policy, and the additional dedicated funding stream in a form of the one-tenth of one percent sales and use tax would significantly enhance implantation of this policy in a manner that improves safety, mobility and accessibility of the City's transportation system for all users.

Strategic Plan Alignment

Goal 1, Objective 1.1: Develop and maintain a safe, balanced and innovative transportation system that will meet the needs of future generations

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services – "20-minute neighborhoods"

Goal 6, Objective 6.2: Improve amenities and services that allow residents to "age in place"

Present Situation

The City of Vancouver created a transportation benefit district (TBD) in 2015 to generate additional funding for transportation infrastructure in the City. Though the TBD is a separate legal entity with a governing body separate from the City Council, the members of the City Council sit as the governing board of the TBD.

At the time of the Vancouver TBD creation, state law defined the revenue options to fund TBDs as including councilmanic approval for vehicle license fees and a voted option for sales and use tax. During the 2022 legislative session, Senate Bill 5974 increased the maximum transportation benefit district sales tax authority from 0.2 to 0.3% and authorized the TBD governing board to impose 0.1% of the sales tax under councilmanic authority for up to 10 years.

The Vancouver Municipal Code (VMC) chapter 3.40 established the Vancouver TBD and its associated authority. This code needs to be updated to incorporate the new authority granted to the TBD by the State in 2022 before the Vancouver TBD can consider implementing the new sales tax. The amendment to the municipal code falls under the authority of the City Council.

If the City Council approves amendment of VMC 3.40 to authorize the TBD to implement the sales tax, a separate, subsequent action by the TBD is required to implement the tax. The first reading on that action is planned following the City Council meeting on October 24.

Because this new revenue is anticipated as part of the recommended City of Vancouver 2023-24 biennial budget, it is being brought forward to Council (to amend the VMC to authorize the TBD) and the TBD (to enact) in advance of City Council's final action on the budget. This sequencing and timing supports greater predictability in budget adoption and assures procedural compliance with the City Charter and Open Public Meetings Act (OPMA) for both the City Council and the TBD.

The attached ordinance updates the relevant section of the VMC to reflect the recent change in state legislation.

Advantage(s)

Updates Vancouver Municipal Code to reflect recent changes in state laws.

Disadvantage(s)

None

Budget Impact

None at this time. This action authorizes other budget actions which are under consideration in a separate process

Prior Council Review

None

Action Requested

On October 24, 2022, approve ordinance on first reading, setting date of second reading and public hearing for November 7, 2022.

Taylor Hallvik, Assistant City Attorney III, 360-487-8521

ATTACHMENTS:

- Ordinance

10/24/22 (Date of First Reading)
11/7/22 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE of the City of Vancouver authorizing the Vancouver Transportation Benefit District Board to establish an up to one-tenth of one percent (.1%) sales and use tax pursuant to RCW 36.73.065(4)(a)(v); adopting legislative findings; amending Section 3.40.070(A) of the Vancouver Municipal Code to reflect recent changes in state law; providing for severability; and setting an immediate effective date.

WHEREAS, streets are the City of Vancouver's largest physical asset and are critical to our community's day-to-day and long-term economy and livability; and

WHEREAS, state law and the Vancouver Municipal Code ("VMC") authorize the Vancouver Transportation Benefit District to impose and collect a sales and use tax pursuant to RCW 36.73.065, subject to certain limitations.

WHEREAS, in July of 2022, RCW 36.73.065 was amended to authorize the governing board of a transportation benefit district that includes all the territory within the boundaries of the establishing jurisdiction to impose an up to one-tenth of one percent sales and use tax in accordance with RCW 82.14.0455.

WHEREAS, the City Council finds that Section 3.40.070 of the VMC should be amended to reflect the recent amendment of RCW 36.73.065 and the additional authority granted to transportation benefit district boards to impose an up to one-tenth of one percent sales and use tax.

WHEREAS, the City Council adopts and incorporates by reference Staff Report SR-______ and finds that it is in the public interest to amend Section 3.40.070(A) of the VMC to reflect the aforementioned changes in state law.

WHEREAS, with proper notice to the public, the Vancouver City Council conducted a first reading of the proposed ordinance on October 24, 2022 and a public hearing concerning the ordinance and proposed code changes on November 7, 2022.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings. The City Council hereby adopts and incorporates by reference the above recitals as findings in support of this Ordinance.

Section 2. Amendment. Vancouver Municipal Code Section 3.40.070 entitled "Establishment of Revenue Sources" as codified by Ordinance M-4139 §2 is hereby amended as follows:

3.40.070 Establishment of Revenue Sources.

The District shall have the authority to establish fees and other revenue sources consistent with RCW Chapter 36.73, including without limitation the power:

A. To impose and collect a sales and use tax as provided in RCW 36.73.040(3)(a), ~~and~~ RCW 82.14.0455, <u>and</u> ~~only if approved by District voters pursuant to~~ RCW 36.73.065.

B. To impose and collect a motor vehicle license fee as provided in RCW 36.73.040(3)(b) and RCW 82.80.140 for the purposes set forth in this chapter and as may be subsequently authorized according to law.

C. To impose and collect ad valorem property taxes authorized by RCW 36.73.060, only if approved by District voters pursuant to RCW 36.73.065.

D. To issue general obligation bonds and revenue bonds as provided in RCW 36.73.070.

E. To form a local improvement district as provided in RCW 36.73.080.

Section 3. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 4. Effective Date. This ordinance shall take effect immediately.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this ________ day of ___________________________, 20XX.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. __________

AN ORDINANCE of the City of Vancouver authorizing the Vancouver Transportation Benefit District to establish a one-tenth of one percent (.1%) sales and use tax pursuant to RCW 36.73.065(4)(a)(v); adopting legislative findings; amending Section 3.40.070(A) of the VMC to reflect recent changes in state law; providing for severability; and setting an effective date.

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

$ 9,283,931.59 **this 24th day of October 2022.**

DocuSigned by:
Anne McEnerny-Ogle
0C89D9089EC3424...
MAYOR

DocuSigned by:
Ty Stober
3EEB713B427E4A7...
COUNCILMEMBER

Cyndi A Turner
AUDITING OFFICER

DocuSigned by:
Erik W. P
0282D0DA45A64D2...
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
October 10, 2022 - October 16, 2022	Accounts Payable Checks (see attached)	$ 9,243,785.63
October 10, 2022 - October 16, 2022	Hansen City Payments (see attached)	$ 37,168.96
October 10, 2022 - October 16, 2022	Visa Refunds (see attached)	$ 2,977.00
October 10, 2022 - October 16, 2022	Payroll Checks (see attached)	$ -
TOTAL		**$ 9,283,931.59**

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Manual Wire	No Reference	10/3/2022	8,729.44	Athlactron Holding	
Supplier Payment	Manual Wire	No Reference	10/3/2022	62,936.02	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire	No Reference	10/4/2022	725,000.00	Angus Lee Law Firm, PPLC	
Supplier Payment	Manual Wire	No Reference	10/7/2022	2,519.68	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	10/11/2022	201,047.97	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	10/11/2022	982,655.34	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	10/11/2022	15,825.43	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	10/12/2022	35,825.14	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	10/12/2022	755,372.81	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	10/13/2022	70,359.30	Liberty Mutual Group Inc.	
			Manual Wire Total	**2,860,271.13**		
Supplier Payment	EFT	EFT-00168030	10/13/2022	897.75	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	EFT	EFT-00168031	10/13/2022	915,678.23	Operations Management International Inc	
Supplier Payment	EFT	EFT-00168032	10/13/2022	19,191.40	Share Inc	
Supplier Payment	EFT	EFT-00168033	10/13/2022	6,677.56	Picard Corp	
Supplier Payment	EFT	EFT-00168034	10/13/2022	3,000.67	Sonic Boom Wellness LLC	
Supplier Payment	EFT	EFT-00168035	10/13/2022	6,375.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00168036	10/13/2022	4,774.00	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00168037	10/13/2022	1,973.62	Harrys Key Service Inc	
Supplier Payment	EFT	EFT-00168038	10/13/2022	266.21	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00168039	10/13/2022	15,362.94	Superion, LLC	
Supplier Payment	EFT	EFT-00168040	10/13/2022	6,864.72	Restored and Revived	
Supplier Payment	EFT	EFT-00168041	10/13/2022	5,513.48	Emerald Services Inc	
Supplier Payment	EFT	EFT-00168042	10/13/2022	411,685.49	Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00168043	10/13/2022	68,997.00	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00168044	10/13/2022	9,675.00	The Gunter Group LLC	
Supplier Payment	EFT	EFT-00168045	10/13/2022	89,018.61	Del Sol Inc	
Supplier Payment	EFT	EFT-00168046	10/13/2022	25,890.11	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00168047	10/13/2022	6,010.54	Vancouvercenter Condominium Association	
Supplier Payment	EFT	EFT-00168048	10/13/2022	1,374.51	Wager Audio Inc	
Supplier Payment	EFT	EFT-00168049	10/13/2022	775.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00168050	10/13/2022	4,642.46	New Life Friends Church	
Supplier Payment	EFT	EFT-00168051	10/13/2022	1,798.39	Metro Overhead Door Inc	
Supplier Payment	EFT	EFT-00168052	10/13/2022	99,245.02	Cat Works LLC	
Supplier Payment	EFT	EFT-00168053	10/13/2022	505.04	Miller Mendel Inc	
Supplier Payment	EFT	EFT-00168054	10/13/2022	20,599.45	Clearwater Contracting LLC	
			EFT Total	**1,726,792.20**		
Cash Advance Payment	Direct Deposit	EFT-00168012	10/13/2022	214.50	LeMont Lucas	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00168013	10/13/2022	214.50	Chad Lawry	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00168014	10/13/2022	869.00	Justin Box	Travel Advance
Expense Payment	Direct Deposit	EFT-00168015	10/13/2022	982.62	Eric Schadler	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00168016	10/13/2022	102.00	Charles Winkler	Employee Reimbursement

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Expense Payment	Direct Deposit	EFT-00168017	10/13/2022	1,138.37	Dotti Ramey	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00168018	10/13/2022	125.00	Jim Bullinger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00168019	10/13/2022	104.00	Steven Sampson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00168020	10/13/2022	342.47	Angelica Martinez Sulvaran	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00168021	10/13/2022	338.75	Chad Eiken	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00168022	10/13/2022	136.00	Mike Cero	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00168023	10/13/2022	12.87	Rita Davidson	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00168024	10/13/2022	155.75	Chris Malone	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00168025	10/13/2022	79.00	Tanya Wollstein	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00168026	10/13/2022	265.50	Tucker Reynolds	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00168027	10/13/2022	214.50	Heidi Scarpelli	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00168028	10/13/2022	118.50	David Jensen	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00168029	10/13/2022	276.50	Robert Givens	Travel Advance
			Direct Deposit Total	**5,689.83**		
Miscellaneous Payment	Check	6651	10/12/2022	62.51	Accurate Electric Unlimited INC	MPE-320856
Miscellaneous Payment	Check	6652	10/12/2022	98.00	Alex Ohearn	Non-Employee Travel Expense Reimburse
Miscellaneous Payment	Check	6653	10/12/2022	330.50	ALZHEIMER'S ASSOCIATION OREGON CHAPTER	ALZ Walk Vancouver Refund #R10237
Miscellaneous Payment	Check	6654	10/12/2022	1,609.62	Anita Koester	Reimbursement for cost related to VPD Asst Chief interviews
Miscellaneous Payment	Check	6655	10/12/2022	2,140.00	ARC of SW Washington	Tacos in the Park Refund #R10438
Miscellaneous Payment	Check	6656	10/12/2022	2,035.00	BRAVO! Concerts Northwest	Wine&Jazz Refund #R10166
Miscellaneous Payment	Check	6657	10/12/2022	380.00	Brick House Vapors LLC	COVID-19 Bus Lic Fee Refund - Reissue of ck #25711
Miscellaneous Payment	Check	6658	10/12/2022	61.47	Capitol Electric	MPE-323985 (jobsite: 1101 SE 160th Ave)
Miscellaneous Payment	Check	6659	10/12/2022	61.47	Elevate NW Electric	MPE-326916 (jobsite: 14032 SE 35th Loop)
Miscellaneous Payment	Check	6660	10/12/2022	242.81	Entek Corporation	MPE-318858 (jobsite: 3905 NE 112th Avenue)
Miscellaneous Payment	Check	6661	10/12/2022	150.84	Entek Corporation	MPE-327931 (jobsite: 19200 SE 31st St)
Miscellaneous Payment	Check	6662	10/12/2022	303.51	Entek Corporation	MPE-327917 (jobsite: 19200 SE 31st St)
Miscellaneous Payment	Check	6663	10/12/2022	16.13	Eugenio Garcia	REFUND - Hourly wage permit COVE00377
Miscellaneous Payment	Check	6664	10/12/2022	100.00	Father Blanchet Park Neighborhood Association	2022 Resource Conservation Challenge Grant
Miscellaneous Payment	Check	6665	10/12/2022	398.00	Gramor Development Inc	LUP-82876 (jobsite: 700 W Columbia Way)

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Miscellaneous Payment	Check	6666	10/12/2022	116.00	Janet Adkisson	LUP-82892
Miscellaneous Payment	Check	6667	10/12/2022	2,000.00	KE KUKUI FOUNDATION	4Days to Aloha Refund #R10227
Miscellaneous Payment	Check	6668	10/12/2022	61.47	Mr. Electric of Clark County	MPE-327929
Miscellaneous Payment	Check	6669	10/12/2022	61.47	Prairie Electric	MPE-327265
Miscellaneous Payment	Check	6670	10/12/2022	23.84	Richard Osborne	Non-City Employee Reimbursement
Miscellaneous Payment	Check	6671	10/12/2022	2,595.90	Scott Goldstein	Reimbursement for costs associated with VFD Deputy Chief interviews
Miscellaneous Payment	Check	6672	10/12/2022	62.51	Stoner Inc	MPE-327963
Miscellaneous Payment	Check	6673	10/12/2022	1,159.20	Transloader International Co.	LUP-82788 (jobsite: 211 E McLoughlin Blvd)
Miscellaneous Payment	Check	6674	10/12/2022	276.50	Tyler Trenda	Meal fund reimbursement for ALERRT Conf.
Miscellaneous Payment	Check	6675	10/12/2022	100.00	Vancouver Heights Neighborhood Association	2022 Resource Conservation Challenge Grant
Customer Refund	Check	6676	10/12/2022	9,900.00	APPLE INC	Customer overpaid.
Ad Hoc Payment	Check	6677	10/12/2022	172.17	Ahsan,Muhammad or Faiza	Utility Refunds: 0109000338-07
Ad Hoc Payment	Check	6678	10/12/2022	183.93	Andrew or Sara Stevens	Utility Refunds: 0058027903-07
Ad Hoc Payment	Check	6679	10/12/2022	5,397.60	Armes,Kathleen	Utility Refunds: 0045027214-06 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	6680	10/12/2022	87.92	Bolton,Marcia	Utility Refunds: 0141006020-00
Ad Hoc Payment	Check	6681	10/12/2022	196.00	Brett Scheer or Shannon Triplett	Utility Refunds: 0069047469-06
Ad Hoc Payment	Check	6682	10/12/2022	1,128.90	Calvert,John	Utility Refunds: 0008006000-10
Ad Hoc Payment	Check	6683	10/12/2022	179.31	Catherine Conner or Dale Snowfield	Utility Refunds: 0000007842-02
Ad Hoc Payment	Check	6684	10/12/2022	198.59	Chang-San Lin or Hui Lin	Utility Refunds: 0012033710-01
Ad Hoc Payment	Check	6685	10/12/2022	185.74	Cole,Brian or Debra	Utility Refunds: 0088003940-00
Ad Hoc Payment	Check	6686	10/12/2022	205.99	Davis,Sally or Paul	Utility Refunds: 0065045100-10
Ad Hoc Payment	Check	6687	10/12/2022	293.47	Eden Place LLC	Utility Refunds: 0500003936-01
Ad Hoc Payment	Check	6688	10/12/2022	323.00	EME Northwest LLC	Utility Refunds: 0075040900-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	6689	10/12/2022	97.50	Ernst,Dylan	Utility Refunds: 0163001074-08
Ad Hoc Payment	Check	6690	10/12/2022	171.87	Estate of Alan Woolard	Utility Refunds: 0126001760-02
Ad Hoc Payment	Check	6691	10/12/2022	73.46	Estate of Marybeth Lawrence	Utility Refunds: 0050009515-09
Ad Hoc Payment	Check	6692	10/12/2022	57.00	Estate of Mary Sue Lusk	Utility Refunds: 0038010400-10
Ad Hoc Payment	Check	6693	10/12/2022	28.85	Fauser,Amanda	Utility Refunds: 0500001626-02
Ad Hoc Payment	Check	6694	10/12/2022	84.39	Francis,Evelyn	Utility Refunds: 0129002654-07
Ad Hoc Payment	Check	6695	10/12/2022	38.96	Frisinger,Kyle or Marianna	Utility Refunds: 0115000134-13
Ad Hoc Payment	Check	6696	10/12/2022	100.00	Glosser,Keyanna	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	6697	10/12/2022	69.78	Hansel,Lynette	Utility Refunds: 0006073575-05
Ad Hoc Payment	Check	6698	10/12/2022	34.54	Hansen,Brian	Utility Refunds: 0115000506-01
Ad Hoc Payment	Check	6699	10/12/2022	38.96	Holbrook,Susan A	Utility Refunds: 0082025400-11
Ad Hoc Payment	Check	6700	10/12/2022	167.00	James or Kristina Biggerstaff	Utility Refunds: 0119015670-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	6701	10/12/2022	94.42	Johnson Family Trust	Utility Refunds: 0026048300-00
Ad Hoc Payment	Check	6702	10/12/2022	72.99	Jones,Patricia	Utility Refunds: 0074018120-07
Ad Hoc Payment	Check	6703	10/12/2022	33.31	Larsen,Peter or Junko	Utility Refunds: 0000005981-03
Ad Hoc Payment	Check	6704	10/12/2022	111.43	Lynch,Anthony or Katherine	Utility Refunds: 0500001513-02
Ad Hoc Payment	Check	6705	10/12/2022	26.36	McCarthy,Garry Lou	Utility Refunds: 0061034014-00

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	6706	10/12/2022	24.18	Mcculley,Sandee	Utility Refunds: 0000002016-03
Ad Hoc Payment	Check	6707	10/12/2022	150.92	Muller,Tracy or Brad	Utility Refunds: 0117052294-02
Ad Hoc Payment	Check	6708	10/12/2022	111.33	Newell,Brittany or Samuel	Utility Refunds: 0500002144-02
Ad Hoc Payment	Check	6709	10/12/2022	172.41	Nutter Corporation	Utility Refunds: 0000009133-07
Ad Hoc Payment	Check	6710	10/12/2022	26.33	Nylund Homes	Utility Refunds: 0015004519-14
Ad Hoc Payment	Check	6711	10/12/2022	569.86	O'Neill,Ian	Utility Refunds: 0073003695-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	6712	10/12/2022	57.72	Personal Property Management	Utility Refunds: 0000007112-03
Ad Hoc Payment	Check	6713	10/12/2022	192.18	Personal Property Mngmnt	Utility Refunds: 0000007118-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	6714	10/12/2022	171.10	Rahal,Ann	Utility Refunds: 0000001148-04
Ad Hoc Payment	Check	6715	10/12/2022	153.30	Reifenheiser Sr,William	Utility Refunds: 0101000017-13
Ad Hoc Payment	Check	6716	10/12/2022	85.70	Rental Enterprises LLC	Utility Refunds: 0048044756-09
Ad Hoc Payment	Check	6717	10/12/2022	58.56	Richard and Margarete Dovalgo Trust	Utility Refunds: 0101000172-01
Ad Hoc Payment	Check	6718	10/12/2022	124.65	Roduner,Lisa	Utility Refunds: 0124350101-01
Ad Hoc Payment	Check	6719	10/12/2022	366.12	Russell Scot Ware or Leslie J Ware	Utility Refunds: 0015059300-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	6720	10/12/2022	82.46	SF Operating	Utility Refunds: 0115000506-01
Ad Hoc Payment	Check	6721	10/12/2022	326.56	Steward,Phyllis	Utility Refunds: 0500001800-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	6722	10/12/2022	419.32	Stewart,Phyllis	Utility Refunds: 0500001800-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	6723	10/12/2022	101.11	The Reynolds Family Trust	Utility Refunds: 0106080046-01
Ad Hoc Payment	Check	6724	10/12/2022	40.81	The Wohl Family Trust	Utility Refunds: 0111021014-05
Ad Hoc Payment	Check	6725	10/12/2022	147.15	Upthagrove,Dianna	Utility Refunds: 0081008900-17 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	6726	10/12/2022	172.17	Varela,Henry or Denise	Utility Refunds: 0500004203-02
Ad Hoc Payment	Check	6727	10/12/2022	58.56	Wallum,Scott or Menchie	Utility Refunds: 0116012100-12
Ad Hoc Payment	Check	6728	10/12/2022	286.00	Watkins,Lani	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	6729	10/12/2022	362.86	Yang,Alan	Utility Refunds: 0057034500-05
Ad Hoc Payment	Check	6730	10/12/2022	161.25	Yegor or Yekaterina Mamontov	Utility Refunds: 0065052400-09
Ad Hoc Payment	Check	6731	10/12/2022	215.16	Zukic,Azra or Hajrudin	Utility Refunds: 0099073000-15
Supplier Payment	Check	6732	10/12/2022	21,293.13	Able Fence Company Inc	
Supplier Payment	Check	6733	10/12/2022	7,664.00	Accurate Corporate Services Inc	
Supplier Payment	Check	6734	10/12/2022	30,983.00	Action Onsite Inc	
Supplier Payment	Check	6735	10/12/2022	822.99	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	6736	10/12/2022	7,600.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	6737	10/12/2022	3,294.06	Arborscape Ltd Inc	
Supplier Payment	Check	6738	10/12/2022	13,391.83	Axon Enterprises Inc	
Supplier Payment	Check	6739	10/12/2022	11,594.05	Bacon Collision	
Supplier Payment	Check	6740	10/12/2022	15,215.00	Bell & Associates, Inc	
Supplier Payment	Check	6741	10/12/2022	6,171.69	BHC Consultants LLC	
Supplier Payment	Check	6742	10/12/2022	2,196.09	Blairco Inc	
Supplier Payment	Check	6743	10/12/2022	3,501.00	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	6744	10/12/2022	3,978.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	6745	10/12/2022	98,078.58	Buell Recreation LLC	
Supplier Payment	Check	6746	10/12/2022	20,762.61	CECO Inc	
Supplier Payment	Check	6747	10/12/2022	400.10	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	6748	10/12/2022	5,000.00	CFM Strategic Communications, Inc.	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	6749	10/12/2022	2,350.00	City of Beaverton	
Supplier Payment	Check	6750	10/12/2022	1,744.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	6751	10/12/2022	483,907.54	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	6752	10/12/2022	410.88	Clark Public Utility District No. 1	
Supplier Payment	Check	6753	10/12/2022	12,362.25	Clifford & Martin, Inc	
Supplier Payment	Check	6754	10/12/2022	3,486.25	Columbia Resource Company	
Supplier Payment	Check	6755	10/12/2022	24.84	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	6756	10/12/2022	64.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	6757	10/12/2022	8,799.22	Copiers Northwest	
Supplier Payment	Check	6758	10/12/2022	68.16	Corporate Translation Services Inc	
Supplier Payment	Check	6759	10/12/2022	38,492.06	Dell Marketing LP	
Supplier Payment	Check	6760	10/12/2022	20,250.00	DHM LLC	
Supplier Payment	Check	6761	10/12/2022	142.35	Eric Atwell	
Supplier Payment	Check	6762	10/12/2022	935.00	Examworks Inc	
Supplier Payment	Check	6763	10/12/2022	16,249.53	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	6764	10/12/2022	7,670.00	Frontier Management LLC	
Supplier Payment	Check	6765	10/12/2022	637.50	Fucile & Reising LLP	
Supplier Payment	Check	6766	10/12/2022	2,453.13	Galls LLC	
Supplier Payment	Check	6767	10/12/2022	400.00	Greg Brian Otto	
Supplier Payment	Check	6768	10/12/2022	8,580.00	GSI Water Solutions, Inc.	
Supplier Payment	Check	6769	10/12/2022	244,415.62	Halbert Construction Services LLC	
Supplier Payment	Check	6770	10/12/2022	1,108.87	H D Fowler Company Inc	
Supplier Payment	Check	6771	10/12/2022	11,025.15	Herrera Environmental Consultants Inc	
Supplier Payment	Check	6772	10/12/2022	3,580.41	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	6773	10/12/2022	1,000.00	Hurster Songs LLC	
Supplier Payment	Check	6774	10/12/2022	1,352.67	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	6775	10/12/2022	3,450.00	James Rickerd Day	
Supplier Payment	Check	6776	10/12/2022	23,933.08	Janus Youth Programs Inc	
Supplier Payment	Check	6777	10/12/2022	1,989.68	J Frank Schmidt and Son Co - Remit-To: J Frank Schmidt and Son Co	
Supplier Payment	Check	6778	10/12/2022	420,818.58	Kar-Gor Inc	
Supplier Payment	Check	6779	10/12/2022	4,810.50	KBT Distributing LLC	
Supplier Payment	Check	6780	10/12/2022	2,506.25	Keller Associates Inc	
Supplier Payment	Check	6781	10/12/2022	1,277.30	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	6782	10/12/2022	8,379.93	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	6783	10/12/2022	96.93	Langley's Ace Inc	
Supplier Payment	Check	6784	10/12/2022	359.14	Lasko Printing Specialties Inc	
Supplier Payment	Check	6785	10/12/2022	1,754.45	LSW Architects PC	
Supplier Payment	Check	6786	10/12/2022	4,305.44	Mallory Safety & Supply LLC	
Supplier Payment	Check	6787	10/12/2022	157.33	Mark IV Enterprises Inc	
Supplier Payment	Check	6788	10/12/2022	2,602.43	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	6789	10/12/2022	432.92	National Safety Inc	
Supplier Payment	Check	6790	10/12/2022	62,075.00	Newco Inc.	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	6791	10/12/2022	13,645.02	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	6792	10/12/2022	17,275.73	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	6793	10/12/2022	523.30	Orion Medical Supply	
Supplier Payment	Check	6794	10/12/2022	17,179.19	Parametrix, Inc	
Supplier Payment	Check	6795	10/12/2022	11,006.34	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	Check	6796	10/12/2022	1,200.00	PDH Creative	
Supplier Payment	Check	6797	10/12/2022	3,900.00	Planeteria Media	
Supplier Payment	Check	6798	10/12/2022	1,470.18	Portland Mechanical Construction LLC	
Supplier Payment	Check	6799	10/12/2022	26,430.49	PPC Solutions Inc	
Supplier Payment	Check	6800	10/12/2022	156.46	Precor Commercial Fitness	
Supplier Payment	Check	6801	10/12/2022	785.00	Qwest Corporation - Remit-To: Qwest CABS - Monroe	
Supplier Payment	Check	6802	10/12/2022	7,713.00	R & M Plant Procurement	
Supplier Payment	Check	6803	10/12/2022	2,768.01	Resolute Documentation Services	
Supplier Payment	Check	6804	10/12/2022	7,192.55	Retail Lockbox Inc	
Supplier Payment	Check	6805	10/12/2022	4,226.08	Rigert Landscaping Co	
Supplier Payment	Check	6806	10/12/2022	5,000.00	Right-Way CDL Academy, LLC	
Supplier Payment	Check	6807	10/12/2022	2,587.50	Robinson Noble, Inc.	
Supplier Payment	Check	6808	10/12/2022	14,261.02	Ron Turley Associates	
Supplier Payment	Check	6809	10/12/2022	2,227.51	Sauer Holdings LLC - Remit-To: Your Party and Event Center	
Supplier Payment	Check	6810	10/12/2022	176,091.58	SeaWestern Inc	
Supplier Payment	Check	6811	10/12/2022	2,170.00	Shrums Pest Control	
Supplier Payment	Check	6812	10/12/2022	604.52	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	6813	10/12/2022	2,983.75	Soha Sign	
Supplier Payment	Check	6814	10/12/2022	177,356.50	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle	
Supplier Payment	Check	6815	10/12/2022	35.00	State of Washington Department of Licensing - Remit-To: Notary Public Program	
Supplier Payment	Check	6816	10/12/2022	1,994.82	State of Washington Department of Natural Resources - Remit-To: Dept of Natural Resources - Box 47041	
Supplier Payment	Check	6817	10/12/2022	1,872.75	State of Washington State Patrol	
Supplier Payment	Check	6818	10/12/2022	10.36	Stericycle Inc	
Supplier Payment	Check	6819	10/12/2022	25,673.00	Summit Law Group	
Supplier Payment	Check	6820	10/12/2022	6,077.13	SuperTrees Inc	
Supplier Payment	Check	6821	10/12/2022	59,102.12	The Pape Group Inc - Remit-To: Pape Machinery	
Supplier Payment	Check	6822	10/12/2022	11,935.65	The Salvation Army	
Supplier Payment	Check	6823	10/12/2022	813.76	Towing & Recovering Services Inc	
Supplier Payment	Check	6824	10/12/2022	1,368.83	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	6825	10/12/2022	990.00	Triangle Resources Inc	
Supplier Payment	Check	6826	10/12/2022	1,515.62	Triple J Enterprises	
Supplier Payment	Check	6827	10/12/2022	10.85	United Parcel Service	
Supplier Payment	Check	6828	10/12/2022	725.64	United States Dosimetry Technology Inc	
Supplier Payment	Check	6829	10/12/2022	1,410.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	6830	10/12/2022	5,384.63	Univar Solutions USA Inc - Remit-To: Supplier Univar Solutions USA Inc	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	6831	10/12/2022	140.00	Vancouver Aire LLC	
Supplier Payment	Check	6832	10/12/2022	175,000.00	Vancouver USA Regional Tourism Office	
Supplier Payment	Check	6833	10/12/2022	34,457.38	Vancouver Watersheds Council	
Supplier Payment	Check	6834	10/12/2022	244.14	W.B. Sprague Co. Inc.	
Supplier Payment	Check	6835	10/12/2022	605.85	Walter E Nelson Company	
Supplier Payment	Check	6836	10/12/2022	3,032.53	Wapiti NW LLC	
Supplier Payment	Check	6837	10/12/2022	50,049.53	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	6838	10/12/2022	8,270.41	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	6839	10/12/2022	28,623.58	Watkins Tractor & Supply Co.	
Supplier Payment	Check	6840	10/12/2022	524.06	Wesco Distribution, Inc.	
Supplier Payment	Check	6841	10/12/2022	7,986.96	Western Systems Inc	
Supplier Payment	Check	6842	10/12/2022	650.23	Wex Bank	
Supplier Payment	Check	6843	10/12/2022	2,012,371.10	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	6844	10/12/2022	10,159.38	Xchange Recovery	
			Check Total	**4,651,032.47**		
			Manual Wire Total	**2,860,271.13**		
			Direct Deposit Total	**5,689.83**		
			EFT Total	**1,726,792.20**		
			10/17/2022	37,168.96	City Payments	Posted 10-10-22 to 10-16-22
			Hansen Total	**37,168.96**		
			10/10/2022	1,095.00	Miscellanous	Parks Class Refunds FCC 10-10-22 to 10-16-22
			10/10/2022	1,232.00	Miscellanous	Parks Class Refunds MCC 10-10-22 to 10-16-22
			10/10/2022	650.00	Miscellanous	Parks Class Refunds WREC 10-10-22 to 10-16-22
			VISA Total	**2,977.00**		
			Payroll Total	**0.00**		
			GRAND TOTAL	**9,283,931.59**		

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

City of Vancouver
Payroll Council Report
October 10, 2022 - October 16, 2022

Check No.	Date	Explanation	Amount
N/A	10/07/22	10/07/22 NACHA Return	($780.98)
168055	10/07/22	Replacement for NACHA Return	$780.98

$ -

Staff Report: 157-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 10/24/2022

SUBJECT Termination of Emergency Orders 2020-01, 2020-14, and 2020-17

Key Points

- Governor Inslee has announced that the remaining Emergency State of Emergency Orders relating to the COVID-19 pandemic for the State of Washington will end on October 31.
- In alignment with the Governor's orders, and if approved by the City Council, the City of Vancouver will end their Emergency Orders on October 31, 2022.
- Public health practices to reduce transmission of the virus, including face masks, vaccinations, frequent hand washings, and other practices, are encouraged within City facilities and worksites.

Strategic Plan Alignment

Goal 1: Ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest.

Present Situation

On September 8, 2022, Governor Jay Inslee announced that the state of emergency order pertaining to the COVID-19 pandemic statewide will be expiring on October 31, 2022. These orders reflect the shift of the pandemic from an acute emergency response to long-term management and recovery.

In alignment with the Governor's orders, the City of Vancouver will terminate the following: Emergency Order 2020-01, Declaration of Emergency; and related Emergency Orders 2020-14 Section 4; and Emergency Order 2020-17 (which were specified to run through the end of the declared state of emergency) effective October 31, 2022.

Operationally, the City of Vancouver has transitioned along with statewide orders, and encourages the use of face masks, and hygiene protocols such as hand washing, use of hand sanitizer and physical distancing within its public spaces and worksites. These practices have been integrated within City public spaces and work sites. Hybrid public meetings, which have been implemented, are now a standard practice, which allows for broader civic engagement.

Advantage(s)

The City of Vancouver is in alignment with the State of Washington's emergency orders.

Disadvantage(s)

1. The City of Vancouver will continue operating under a state of emergency when the statewide order is lifted.
2. Pandemic effects have been operationalized within the organization, which do not require a declaration of state of emergency for the City.

Budget Impact

None

Prior Council Review

None

Action Requested

Adopt a resolution terminating the City of Vancouver's declared state of emergency for the COVID-19 Pandemic, and termination of Emergency Order 2020-01: Declaration of Civil Emergency; termination of Emergency Order 3030-14, Section 4: Extension of Specified Temporary Employment Policies; and termination of Emergency Order 2020-17: City Manager's Emergency Purchasing Authority and Emergency Budget Authority effective October 31, 2022.

Lisa Brandl, Deputy City Manager, 360-487-8600; Geraldene Moyle, General Services Director, 360-487-8633

ATTACHMENTS:

- Resolution

RESOLUTION NO. M-_____

A RESOLUTION terminating the City of Vancouver's declared state of emergency for the COVID-19 pandemic; terminating Emergency Order 2020-01: Declaration of Civil Emergency; terminating Emergency Order 2020-14, Section 4: Extension of Specified Temporary Employment Policies; and terminating Emergency Order 2020-17: City Manager's Emergency Purchasing Authority and Emergency Budget Authority.

WHEREAS, at 14:30 hours on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12, due to the public health threat posed by sudden outbreak of the novel coronavirus (COVID-19 pandemic); and

WHEREAS, the City's Declaration of Civil Emergency No. 2020-01 was ratified and confirmed by Resolution M-4061; Emergency Orders 2020-02, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, 2020-08 were ratified and confirmed by the Vancouver City Council by Resolution (M-4063) on April 6, 2020; Emergency Orders 2020-09, 2020-10, and 2020-11 were ratified and confirmed by the Vancouver City Council by Resolution (M-4065) on April 20, 2020; Emergency Order 2020-12 was ratified and confirmed by the Vancouver City Council by Resolution (M-4066) on May 4, 2020; Emergency Order 2020-13, which was ratified and confirmed by the Vancouver City Council by Resolution (M-4069) on May 18, 2020; Emergency Order 2020-14, which was ratified and confirmed by the Vancouver City Council by Resolution (M-4075) on June 1, 2020;

Emergency Order 2020-15, which was ratified and confirmed by the Vancouver City Council by Resolution (M-4079) on July 6, 2020; Emergency Order 2020-16, which was ratified and confirmed by the Vancouver City Council by Resolution (M-4085) on August 3, 2020; and Emergency Order 2020-17, which was ratified and confirmed by the Vancouver City Council by Resolution (M-4089) on August 24, 2020; and

WHEREAS, the shared struggle that this community has endured since the declaration of civil emergency was first ordered at 14:30 hours on March 13, 2020, shall forever stand as a testament of Vancouver's resilience and shared commitment to care for one another; and

WHEREAS, all residents of the City of Vancouver have made great sacrifices in order to combat the deadly spread of COVID-19 and keep each other safe, and as a result, rapid tests, vaccines and booster shots are now readily available, free of charge, throughout the community; and

WHEREAS, the World Health Organization has announced a shift in the status of the pandemic from acute emergency response to long-term management and recovery and Governor Inslee has declared an end to the statewide COVID-19 emergency in Washington State; and

WHEREAS, Section 2.12.030 Vancouver Municipal Code provides that the City Council or declaring officer shall terminate the declaration of civil emergency when order has been restored in the affected area of the City.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Termination of Declaration of Emergency. Emergency Order 2020-01 as issued by the Vancouver City Manager and ratified and confirmed by City Council is hereby terminated pursuant to Section 2.12.030(5)(c) of the Vancouver Municipal Code.

Section 2. Termination of Active Emergency Orders. Emergency Order 2020-14, Section 4 and Emergency Order 2020-17 (which were specified to run through the end of the declared state of emergency), are hereby terminated.

Section 3. Notice. Pursuant to Section 2.12.050 of the Vancouver Municipal Code, Notice of this Resolution shall be given as soon as practicable by such means are practicable to news media within the general area of the city, the public, the governor, the state military department, and the Clark County department of emergency management or successor agency.

Section 4. Effective Date. This Resolution shall be effective at 11:59pm on October 31, 2022.

INTRODUCED, PASSED, AND ADOPTED at a Regular Meeting of the Vancouver City Council this 24th day of October, 2022.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney