

**DATE:** August 15, 2022

**TO:** Mayor and City Council

**CC:** Eric Holmes, City Manager

**FROM:** Emily Benoit, Community Development

**RE:** **Complete Streets - SE 34<sup>th</sup> Street Safety and Mobility Project**

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The focus of the Complete Streets Workshop is the SE 34<sup>th</sup> Street Safety and Mobility Project. As part of Vancouver Moves, the City's ongoing Complete Streets Program, the SE 34<sup>th</sup> Street Safety and Mobility Project is evaluating potential changes to improve safety and mobility in this corridor, between SE 162<sup>nd</sup> and SE 192<sup>nd</sup> Avenues. The project is evaluating repurposing a travel lane in each direction to add dedicated space for people walking, biking, and using mobility-devices, and other safety improvements for all users, including drivers.

In addition to the Complete Streets policy goals, several corridor specific goals have been identified for the SE 34<sup>th</sup> Street project and are being used to align potential changes to the corridor with desired outcomes. The specific goals for the project are:

- 1. Improve comfort and mobility for all users, regardless of how they choose to travel**
- 2. Prioritize safety for all users**
- 3. Make improvements quickly and efficiently**

Today, SE 34<sup>th</sup> Street is a four-lane roadway that prioritizes auto travel. Between SE 192<sup>nd</sup> and SE 164<sup>th</sup> Avenues, there are no facilities for people biking. West of SE 164<sup>th</sup> Avenue, there is an on-street mobility lane in the westbound direction that connects people biking to SE 162<sup>nd</sup> Avenue, but eastbound bicyclists must use the vehicle travel lane. Sidewalks on both sides of the corridor provide space for people walking; however, sidewalks are located next to vehicle lanes where nearly 55 percent of drivers are going between 36 and 45 miles per hour (mph). To identify locations where a high number of collisions occur and where additional design features may lower collision rates, the project team analyzed six years of collision data in the corridor. Key findings from that analysis include:

- 77% of all collisions occurred at intersections
- 60% of all collisions occurred at the SE 164<sup>th</sup> and SE 192<sup>nd</sup> Avenue intersections
- Three of the four collisions involving a bicycle or pedestrian involved a car that was turning

The first of two touchpoints with the community began in May 2022 on Be Heard Vancouver. This touchpoint provides an overview of the project and an opportunity for community members to identify safety issues and share concerns in an online survey and with open ended comments. As of late-July, over 500 responses had been received. Responses to the community survey indicate that top priorities for community members traveling along or across SE 34<sup>th</sup> Street include getting places safely and quickly and preserving the environment.

One barrier to walking and biking on SE 34<sup>th</sup> Street today, shared by many community members, is the vehicle travel speeds. Community members shared that the lack of separation between existing sidewalks and the travel lanes paired with high vehicle speeds make it uncomfortable to walk on the corridor. Community members also shared concern about the number of vehicles that use SE 34<sup>th</sup> Street today and how planned growth along with repurposing a travel lane may impact travel time.

To understand how repurposing a travel lane would change conditions for people driving on SE 34<sup>th</sup> Street, a traffic analysis has been completed for existing (2022), mid-term (2027), and long-term (2040) scenarios. Traffic analysis findings indicate that under the near-term and mid-term scenarios, the project goals can be achieved without substantially increasing travel time or delay experienced by people driving. Under the long-term scenario, improvements may be needed at SE 164<sup>th</sup> and SE 192<sup>nd</sup> Avenues to maintain continued safety at those intersections.

Based on these findings, the project team has developed a proposed design that will achieve the project goals of enhancing safety and mobility for all users while minimizing the increase in delay experienced by drivers where possible. The proposed design would provide one vehicle travel lane and a mobility lane with a buffer separating the two lanes. To enhance safety and access to transit, additional design features include:

- Installing a vertical barrier to provide physical separation between the mobility lanes and vehicle lanes.
- Installing high-visibility crosswalks to make pedestrians more visible and drivers more likely to stop for pedestrians.
- Constructing a HAWK Beacon at SE 162<sup>nd</sup> Avenue to allow people to cross safely.
- Installing modular bus platforms to maintain ADA access to buses and minimize potential conflicts between buses and people traveling in the mobility lanes.

Next steps to meet the project timeline include:

- August 2022 – Refine Project Design
- September 2022 - Gather Community Feedback on Project Design
- October 2022– Conclude Safety and Mobility Study
- Summer 2023 – Planned Pavement Treatment Inclusive of Project Design Elements

Staff Contact:

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Emily.Benoit@cityofvancouver.us | 360-487-7944

# SE 34<sup>th</sup> Street Safety & Mobility Project

VANCOUVER  
CITY HALL



**August 15, 2022**

**Vancouver City Council Workshop**

**Emily Benoit, Senior Transportation Planner,  
Community Development**

**Kara Hall, Associate, Fehr & Peers**

# Presentation Overview

- Project Background & Context
- Community Engagement
- Technical Findings
- Proposed Design
- Next Steps



# Presentation Purpose & Target Outcomes

## Purpose:

- Overview of project, community engagement, 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 design and outreach related to repurposing a lane
- Identify additional information needed to support upcoming discussions

# Project Development Process



# TMC Council and Review Process



# Project Purpose



SE 34th Street will be repaved in 2023. The project provides an opportunity to evaluate potential changes to the street to improve safety, mobility, and accessibility.



## Project Scope

1. Complete traffic analysis
2. Conduct a comprehensive public outreach process
3. Develop design and improvements

## Complete Streets Goal

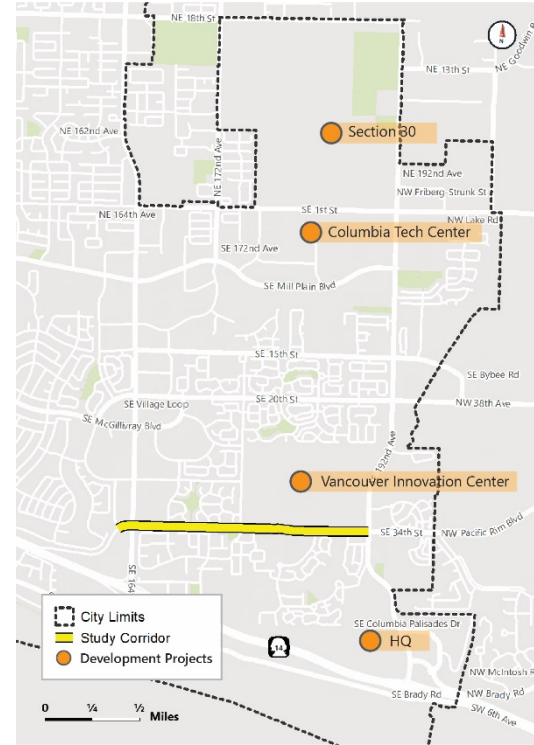
Complete a public outreach and design process to improve safety, mobility, and equity on the SE 34<sup>th</sup> Street corridor in preparation for the 2023 pavement project.



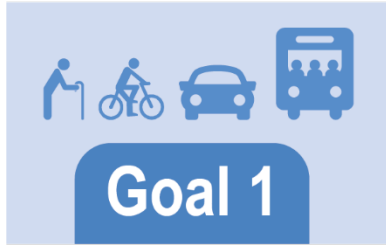


# Project Location & Planned Development

The SE 34<sup>th</sup> Street Safety & Mobility Project will provide a key east-west mobility corridor in an area of the City where development continues to occur.

SE 34<sup>th</sup> Street Safety and Mobility Project - 8

# Project Goals



Improve comfort and mobility for all users



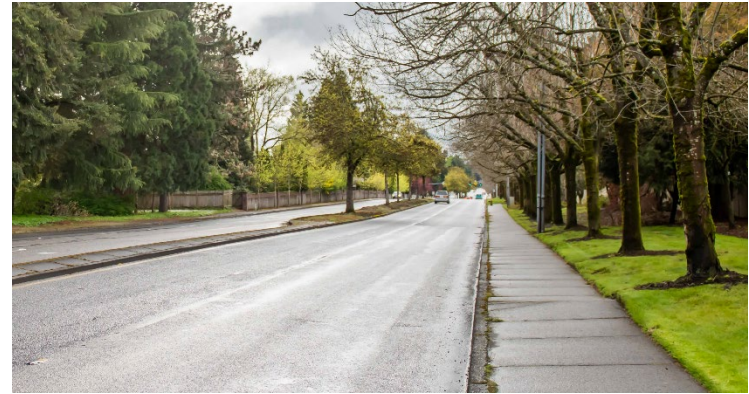
Prioritize safety for all users



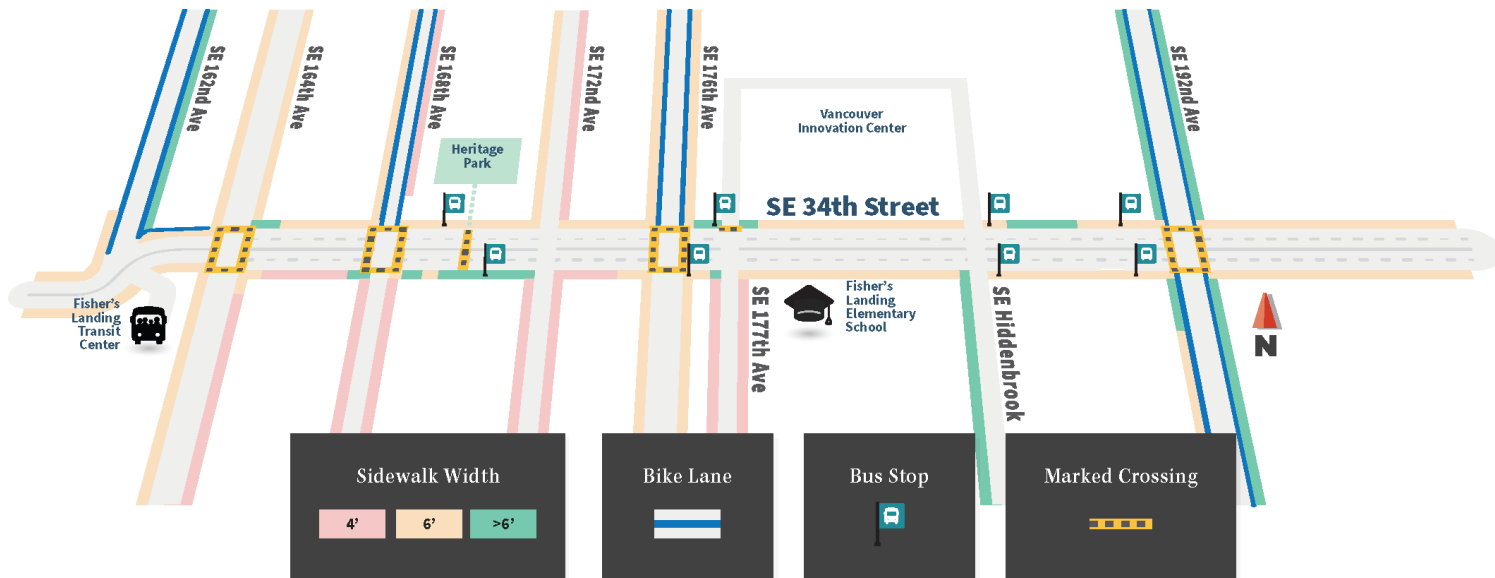
Facilitate near-term implementation

# Today, SE 34<sup>th</sup> Street...

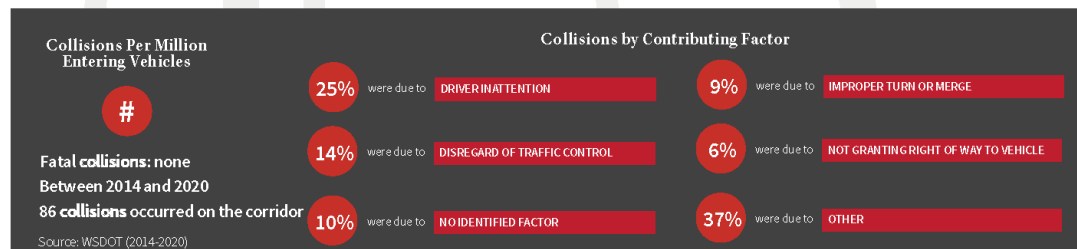
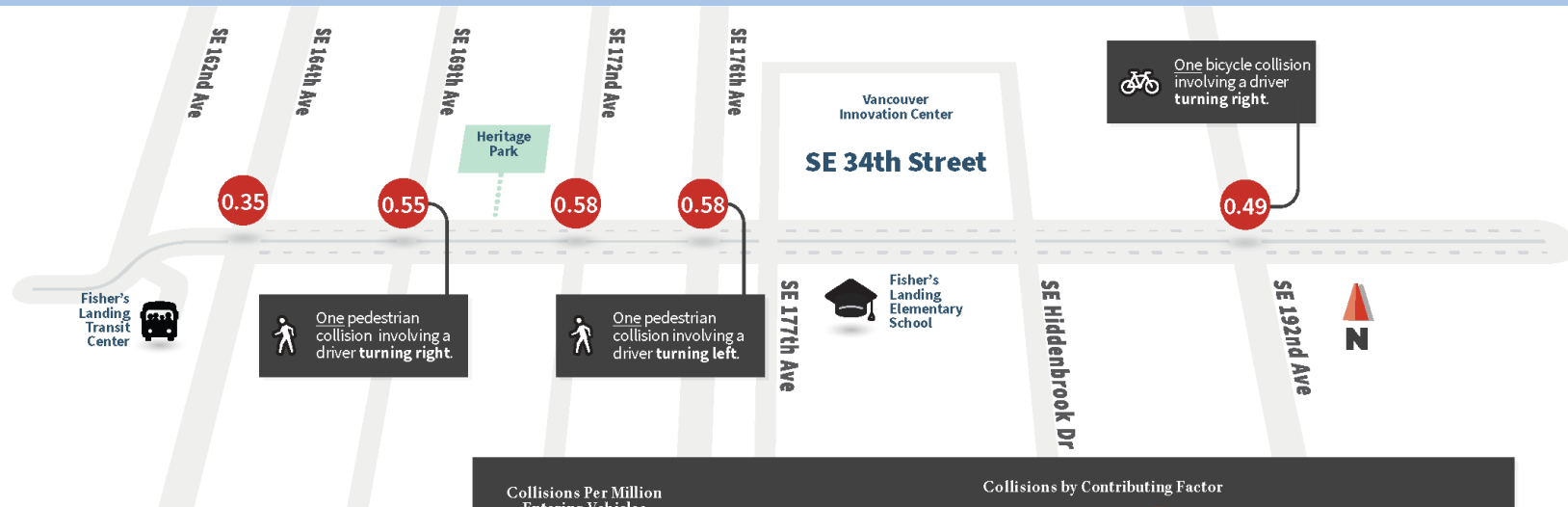
- Is a four-lane roadway that prioritizes auto travel
- Has sidewalks that vary in width
- Does not have dedicated space for people biking or using micromobility devices
- Has four transit stops served by C-TRAN Route 37



# Existing Infrastructure



# Collision Rates



# Community Engagement Process



## TOUCHPOINT #1

|                 |                                                   |
|-----------------|---------------------------------------------------|
| <b>Timeline</b> | June 2022                                         |
| <b>Event</b>    | BeHeard Online Open House                         |
| <b>Goal</b>     | Share project overview & changes being considered |
| <b>Outcome</b>  | Understand community concerns                     |



## TOUCHPOINT #2

|                 |                                                             |
|-----------------|-------------------------------------------------------------|
| <b>Timeline</b> | September 2022                                              |
| <b>Event</b>    | BeHeard Online Open House<br>Stakeholder Listening Sessions |
| <b>Goal</b>     | Share analytical findings & design changes                  |
| <b>Outcome</b>  | Understand community concerns & determine additional needs  |



# What We Are Hearing



What concerns do you have about repurposing a travel lane on SE 34<sup>th</sup> Street?

## TOP THREE CONCERNS



Safety



Drive time  
impacts on  
the corridor



Impacts to  
neighborhood  
character

## OTHER CONCERNS



Economic  
Impacts



Environmental  
Impacts



Equity  
Impacts

# Traffic Analysis Overview

- Providing capacity for mobility lanes will have trade-offs for people driving.
- Traffic analysis was completed to understand changes in driver experience.
  - Will there be enough capacity if a lane is repurposed?
  - Where will congestion increase?
  - How will travel time change?

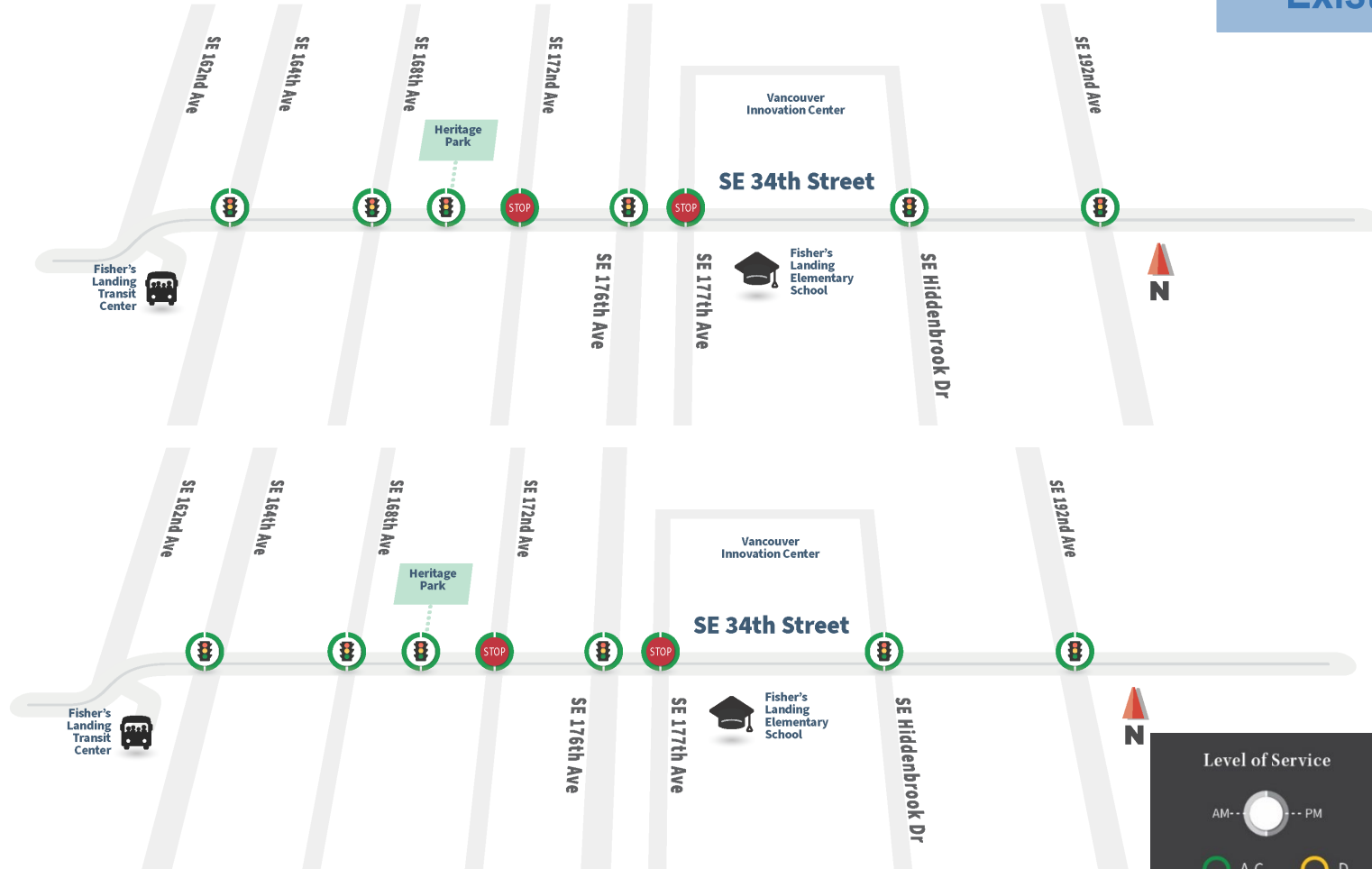
# What was analyzed?

- How SE 34<sup>th</sup> Street would operate with no changes and how it would operate with the proposed design in place.
  - How it operates during morning and evening commute times.
  - How it operates today.
  - How it will operate in the medium-term.
  - How it will operate in the long-term.

# No Build

# Build

Existing (2022)



Level of Service



A-C  
E

D  
F

Stop Control



Signalized intersection



Side-street stop sign

## No Build



## Build



Level of Service



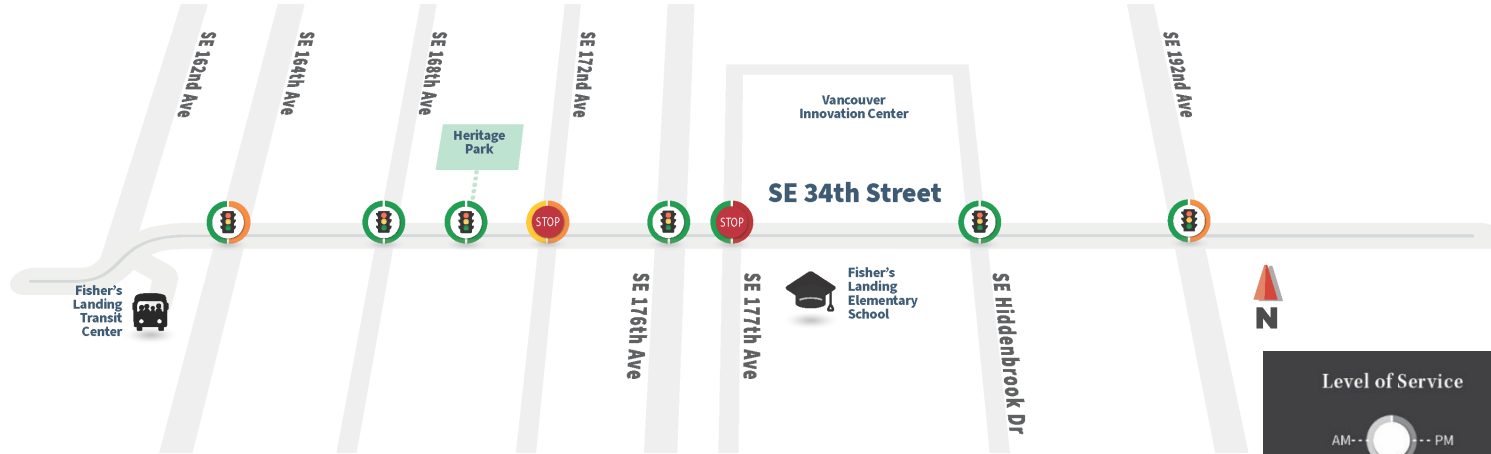
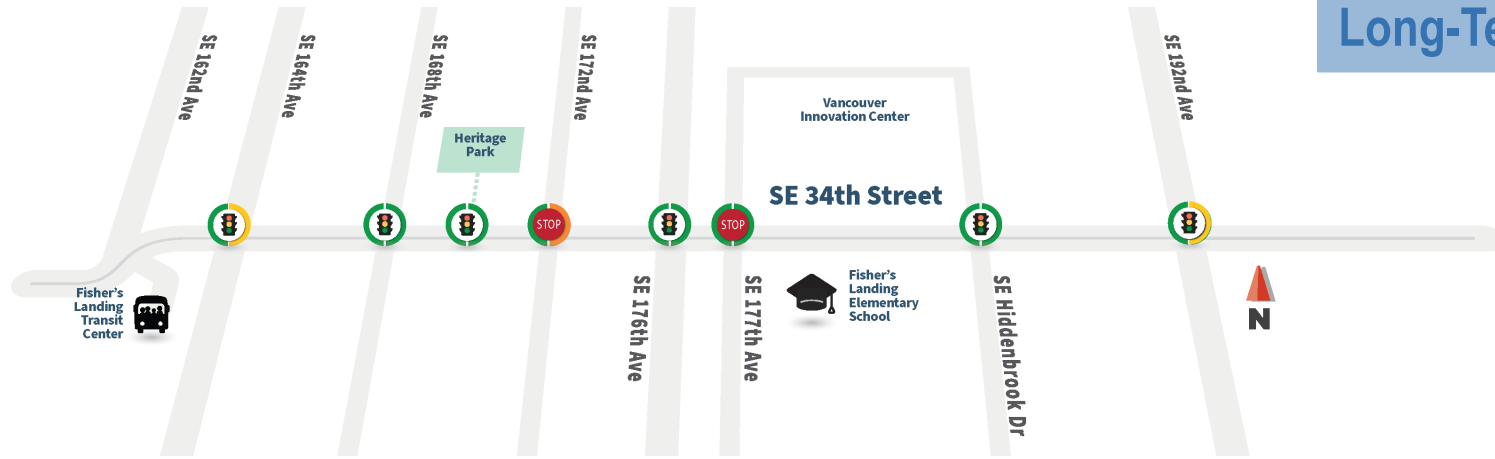
Stop Control



# No Build

# Build

Long-Term (2040)



Level of Service



● A-C

● E

● D

● F

Stop Control



Signalized intersection



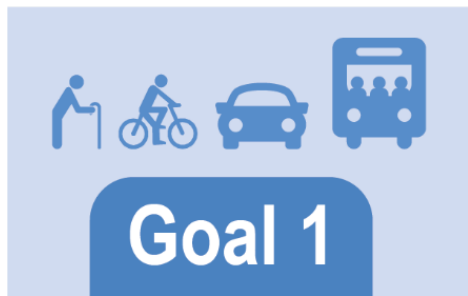
Side-street stop sign

# Traffic Analysis Key Takeaways

- Under existing and medium-term scenarios, there is adequate capacity to repurpose a lane with minimal change for people driving.
  - Only locations where demand is already high will experience an increase in delay.
- Under the long-term scenario, delay will begin to increase for people driving without repurposing a lane.
  - In 2040, repurposing a lane will increase delay at the SE 192<sup>nd</sup> Avenue and SE 164<sup>th</sup> Avenue intersections and travel time within the corridor compared to the No Build Scenario.



# What We've Learned



**Improve comfort  
and mobility for all  
users**

- ✓ Creates a new east-west mobility corridor
- ✓ Improves access to transit for people biking
- ✓ Does not substantially add to driver delays in the near-term and mid-term
- ✓ Slows down vehicles, improving safety for all users

# What We've Learned



**Prioritize safety  
for all users**

- ✓ Fewer travel lanes make intersections easier to navigate for people walking and biking
- ✓ Improves contributing factors to collisions involving someone walking or biking
- ✓ Enhance existing crossings and connect key destinations
- Long term (10+ years), improvements may be needed at SE 164<sup>th</sup> and SE 192<sup>nd</sup> Avenues to maintain safety at those intersections

# What We've Learned



**Facilitate near-term implementation**

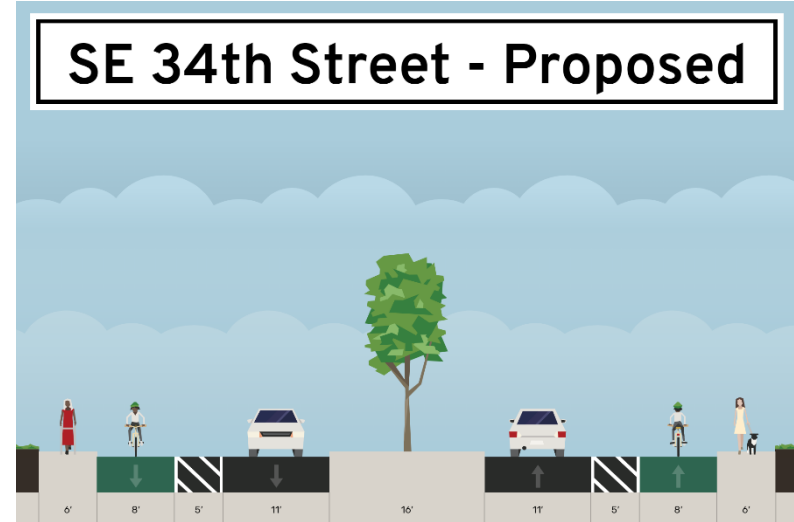
- ✓ Restriping could occur with the pavement work
- ✓ No large capital investments would be required in the near to mid-term
- ✓ Safety improvements would be eligible for grant funding

# The Design

SE 34th Street - Existing



SE 34th Street - Proposed



# Safety Enhancements



Photo source: bicway.com

**Vertical barriers** will provide physical separation between the mobility lanes and vehicle lanes.



Photo source: SFMTA

**High visibility crosswalks** will make pedestrians more visible and are more effective in getting drivers to stop for pedestrians.

# Safety Enhancements



Photo source: City of Tacoma

A **HAWK Beacon** at SE 162<sup>nd</sup> Avenue will require vehicles to stop to allow people walking and biking to cross safely.



Photo source: BikePortland

**Modular bus platforms** will maintain ADA access to buses and minimize potential conflicts between buses and people biking.

# The Design



# Next Steps

- August 2022 – Refine Project Design
- September – Gather Community Feedback on Project Design
- October 2022– Safety & Mobility Study Concludes
- Summer 2023 – Planned Pavement Treatment Inclusive of Project Design Elements
- Ongoing throughout project: communication and information sharing with community and project stakeholders



# Presentation Purpose & Target Outcomes

## Purpose:

- Overview of project extent, community engagement, 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 design and outreach related to repurposing a lane
- Identify additional information needed to support upcoming discussions

# Feedback

Council questions, comments, discussion

# Thank you!

VANCOUVER  
CITY HALL

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SE 34<sup>th</sup> Street Safety & Mobility Project - 31



## **Staff Report 202-21**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 12/20/2021

**SUBJECT** Complete Streets 2021-2022 Program Resolution for Project Goals and Objectives

### **Key Points**

- The City adopted a Complete Streets policy in 2017 with the vision and intent of providing safe, accessible streets for all users, ages and abilities regardless of their preferred mode of travel.
- On July 19th, 2021, staff provided an overview of the 2021-2022 Complete Streets Program to City Council.
- Based on Council feedback and direction at that workshop, staff have updated the project process and are returning to Council for review and endorsement.

### **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.

**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 8:** Strengthen commercial, retail and community districts throughout the city.

### **Present Situation**

Through the 2021-22 biennial budget process, Council identified and funded four roadway segments for Complete Streets planning processes. On July 19th, 2021, staff provided an overview of the 2021-2022 Complete Streets Program to City Council, including a process for identifying the range of potential improvements for each corridor segment. Based on Council feedback and direction at that workshop, staff have updated the project process and are returning

to Council for review and endorsement via resolution. Adoption of the resolution is part of the formal project chartering process outlined by staff during the July 19 presentation, and represents the culmination of the Goals and Objectives step below.

The project needs for the 2021-2022 projects were initially established through the budget process and directed staff to study safety and mobility improvements that can be completed in partnership with planned upcoming pavement work. The goals for each project are:

- Complete a public outreach and design alternative process that identifies improvements to advance safety, mobility, and equity in each corridor segment in preparation for pavement treatment planned for the coming years.
- The analysis for each project will include identifying a suite of safety and mobility improvements that can be applied to each individual corridor, including potentially repurposing a travel lane in each direction and adding other safety enhancements such as traffic signal modifications, pedestrian crossing and lighting improvements, traffic calming, and street tree enhancements.
- Each project will include stakeholder engagement with impacted groups as appropriate, including residents, businesses, corridor users, neighborhood associations, community-based organizations, historically excluded and underserved communities, and the City of Vancouver Transportation and Mobility Commission.

Along with the four projects identified through the 2021-22 biennial budget process: Fourth Plain Boulevard: Main Street to Andresen Road; SE 34th Street: SE 164th Avenue. – SE 192nd Avenue/City Limits; NE 112th Avenue/SE Chkalov Drive: SE McGillivray Boulevard – NE Fourth Plain Boulevard/City Limits; and Fort Vancouver Way: Mill Plain Boulevard – Fourth Plain Boulevard, SE McGillivray Boulevard from SE Chkalov Drive to SE 164th Avenue will be added to the current program and integrated into the 2023-24 Complete Streets Program as a continuing project in order to leverage upcoming pavement work.

The Pavement Management program previously identified SE McGillivray Boulevard from SE 136th Ave to SE 162nd Ave as part of their draft 2022 resurfacing program and then from Chkalov Dr to SE 136th Ave in 2024. The City has received recurring complaints from residents over the years about speeding on McGillivray and safety for people walking, biking and using mobility devices, and while several projects have been implemented on the corridor in the past to address these concerns, the issues still persist.

In addition to feedback from users, Councilmembers have also raised this as a corridor in need of potential improvements. Given the timeline for repaving, and to provide the opportunity to evaluate potential safety improvements on McGillivray, including repurposing a travel lane, the planned resurfacing project for 2022 has been postponed to 2024 and adjusted so work for the entire corridor can be done in the same year.

This will allow staff the opportunity to complete a public outreach and design alternative process that could improve safety, mobility, and equity on the corridor. It is proposed that the planning process for this project would start in early 2022 to allow for sufficient time to complete the process prior to paving work. If Council supports this, staff will plan to include it in the 2023-24 Complete Streets Program as a continuing project

### **Advantage(s)**

Adoption of the resolution formalizes the Complete Streets process, including stakeholder and policymaker review and an updated project list, timelines and outreach process, in alignment with Council direction.

**Disadvantage(s)**

None

**Budget Impact**

None. The planning costs have been anticipated and are included in the 2021-2022 Transportation Planning and Capital Fund budgets. Projects slated for 2023 -2024 will be brought forward during the new budget cycle.

**Prior Council Review**

July 19, 2021 workshop

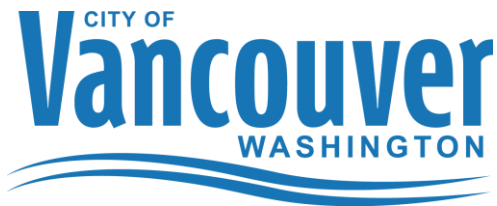
**Action Requested**

Adopt a resolution defining the Complete Streets process for analyzing opportunities to improve safety, equity, and mobility for all users.

*Jennifer Campos, Principal Transportation Planner, 360-487-7728*

**ATTACHMENTS:**

- ▣ Resolution
- ▣ Memo: Complete Streets 2021-2022 Programs - Project Goals and Objectives



## MEMORANDUM

**DATE:** October 4, 2021

**TO:** City Council

**FROM:** Eric Holmes, City Manager

**RE:** **Complete Streets 2021-2022 Program- Project Goals and Objectives**

**CC:** Chad Eiken, Director, CDD; Rebecca Kennedy, Deputy Director, CDD; Jennifer Campos, Principal Transportation Planner, CDD; Jennifer Belknap-Williams, Director, PW; Ryan Lopossa, Streets and Transportation Manager, PW

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### **Intent**

Update Council on the 2021-2022 Complete Streets Program and address recommendations made by City Council at a July 19, 2021 workshop on a process for moving forward Complete Streets planning projects identified for the 2021-22 biennium via a resolution on project process, in preparation for initiating Council review and public engagement on individual projects in 2022.

### **Background**

Through the 2021-22 biennial budget process, Council identified and funded four roadway segments for Complete Streets planning processes. On July 19<sup>th</sup>, 2021 staff provided an overview of the 2021-2022 Complete Streets Program to City Council, including a process for identifying the range of potential improvements for each corridor segment (see Complete Streets Program- Project Council Review Process below). Based on Council feedback and direction at that workshop, staff have updated the project process and are returning to Council for review and endorsement via resolution. Adoption of the resolution is part of the formal project chartering process outlined by staff during the July 19 presentation, and represents the culmination of the Goals and Objectives step below.

The project needs for the 2021-2022 projects were initially established through the budget process and directed staff to study safety and mobility improvements that can be completed in partnership with planned upcoming pavement work. The goals for each project are:

- Complete a public outreach and design alternative process that identifies improvements to advance safety, mobility, and equity in each corridor segment in preparation for pavement treatment planned for the coming years.
- The analysis for each project will include identifying a suite of safety and mobility improvements that can be applied to each individual corridor, including potentially repurposing a travel lane in each direction and adding other safety enhancements such as



traffic signal modifications, pedestrian crossing and lighting improvements, traffic calming, and street tree enhancements.

- Each project will include stakeholder engagement with impacted groups as appropriate, including residents, businesses, corridor users, neighborhood associations, community-based organizations, historically excluded and underserved communities, and the City of Vancouver Transportation and Mobility Commission.

After the Goals and Objectives resolution is passed, staff will return to Council to review findings from each step in the project process for each individual project. This includes the results of traffic analysis, public outreach to date, and potential design alternatives.

### Complete Streets Program- Project Council Review Process

| Project Phase               | Description                                                                                                        | Elements                                                                                                                                                                                                                                                                          | Core Considerations                                                                              | Representative Council Action (to be tailored by project) |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <b>Goals and Objectives</b> | Identify the desired outcomes of the project that will be used to guide the public engagement and analysis process | <ul style="list-style-type: none"> <li>• Council priorities &amp; Strategic Plan</li> <li>• Complete Streets Policy</li> <li>• Safety history</li> <li>• Other policies or considerations</li> <li>• Consider potential designs</li> </ul>                                        | Project process and outcomes – what are we trying to address?                                    | Council Resolution                                        |
| <b>Project Baseline</b>     | Provide location specific context on what we know about the project within the broader community and network       | <ul style="list-style-type: none"> <li>• Traffic Analysis</li> <li>• Equity zone(s)</li> <li>• Collision history</li> <li>• Infrastructure gaps</li> <li>• Other data sources</li> <li>• TMC recommendations</li> </ul>                                                           | Existing conditions—do we agree on the problem?                                                  | Council Review                                            |
| <b>Design Alternatives</b>  | Review planning process, early community engagement findings and design concept alternatives                       | <ul style="list-style-type: none"> <li>• Summary of early public engagement to date and TMC recommendations</li> <li>• Consider tradeoffs with different design concepts</li> <li>• Provide guidance on design concepts to move forward</li> <li>• TMC recommendations</li> </ul> | Alternatives analysis—knowing the tradeoffs, what concepts and design elements will move forward | Council Resolution                                        |
| <b>Community Outreach</b>   | Review process for integrated community outreach for design options                                                | <ul style="list-style-type: none"> <li>• Community outreach plan and initial findings</li> <li>• Opportunities working with Community Based Organizations</li> <li>• TMC recommendations</li> </ul>                                                                               | Community feedback – has the process properly met the needed level of input?                     | Council Review                                            |
| <b>Final Design</b>         | Provide final design concept alternatives for implementation                                                       | <ul style="list-style-type: none"> <li>• Clear understanding of project tradeoffs</li> <li>• Outline of needed project costs</li> <li>• Implementation timeline</li> <li>• Other project challenges</li> <li>• Integration of TMC recommendations</li> </ul>                      | Process results – is this an appropriate solution to address the project goals and objectives?   | Council Resolution                                        |

← Current step in the process



## **Project Timeline Updates**

To address concerns from Council on several of the proposed project timelines, staff went back to the Pavement Management team and discussed different timing options. The Pavement Management program staff continue to be flexible and understanding of project needs and made some adjustments to the original paving project timelines and/or striping plan deadlines in response.

Timelines for some projects **have changed** since the Council presentation:

1. NE 112th Avenue - SE Mill Plain Blvd to NE Fourth Plain Blvd./city Limits: the paving project has been moved out to 2024 instead of 2023. With this change the project will now be the entire corridor from SR-500/city limits all the way south to Chkalov Drive. Chkalov Drive will also have a pavement treatment done from SE 112<sup>th</sup> Ave to McGillivray Blvd. The timeline for completing the planning phase of this project **has been extended through 2023** to allow additional time given its scope and complexity, and staff anticipate including it in the 2023-24 Complete Streets Program as a continuing project.
2. SE 34th Street - SE 162nd Ave to SE 192nd Ave/city Limits: in coordination with Pavement Program staff, the timeline for completing the planning phase of this project **has been extended** to May of 2022 instead of December 2021. Implementation of this project will still occur in 2022.
3. Fort Vancouver Way - Mill Plain Blvd to Fourth Plain Blvd: the street is still scheduled for micro-surfacing treatment in 2023. Staff is currently working with a consultant to finalize the project scope, schedule, and budget. The project will start in early 2022. The timeline for completing the planning phase of this project **has not changed** since the July Council presentation.
4. Fourth Plain Boulevard - Main St to Andresen Rd: the street is still scheduled for a chip seal treatment in 2023. The project is already underway with the traffic analysis scheduled to be complete this year, with a forthcoming Council workshop on project baseline conditions anticipated in early 2022. The timeline for completing the planning phase of this project **has not changed** since the July Council presentation.

## **Additions to Complete Streets Work Program**

With the city looking at potential ways to improve Ft. Vancouver Way from Mill Plain to Fourth Plain, several Council members brought up the need to extend the corridor review north to include St. James and St. Johns. This project will be included in list put forward for Council's consideration for the 2023-2024 Complete Street Program, with the goal of identifying potential safety improvements for both corridors that can connect to Ft. Vancouver improvements.

The Pavement Management program previously identified SE McGillivray Boulevard from SE 136<sup>th</sup> Ave to SE 162<sup>nd</sup> Ave as part of their draft 2022 resurfacing program and then from Chkalov Dr to SE 136<sup>th</sup> Ave in 2024. The city has received continuous complaints from residents over the years about speeding on McGillivray and safety for people walking, biking and using mobility devices, and while several projects have been implemented on the corridor in the past to address these concerns, the issues still persist.

In addition to feedback from users, Council members have also raised this as a corridor in need of potential improvements. Given the timeline for repaving, and to provide the opportunity to evaluate potential safety improvements on McGillivray, including repurposing a travel lane, the planned resurfacing project for 2022 has been bumped out to 2024 and adjusted so work for the entire corridor can be done in the same year.

This will allow staff the opportunity to complete a public outreach and design alternative process that could improve safety, mobility, and equity on the corridor. It is proposed that the planning process for this project would start in early 2022 to allow for sufficient time to complete the process prior to paving work. If Council supports this, staff will plan to include it in the 2023-24 Complete Streets Program as a continuing project.

#### **Transportation and Mobility Commission Touchpoints**

The presentation provided to Council in July did not adequately identify the involvement of the Transportation and Mobility Commission (TMC) in the planning process for the 2021-2022 Complete Streets corridors. In response, the project planning process has been updated to include review by the TMC at each point in the process, and feedback and recommendations from this review will be included in what is shared with Council.

#### **Complete Streets 2021-2022 Program Next Steps**

Several projects for the 2021-2022 program are underway and are on track to meet the needed project timeline requirements:

| Project                     | Current Status                 |
|-----------------------------|--------------------------------|
| SE 34 <sup>th</sup> Street  | Existing conditions analysis   |
| Fourth Plain Boulevard      | Existing conditions analysis   |
| Ft. Vancouver Way           | Project scope completed        |
| SE 112 <sup>th</sup> Avenue | Anticipated to start May 2022  |
| SE McGillivray Boulevard    | Anticipated to start July 2022 |

As these projects continue to progress, they will be reviewed by City Council and the TMC as outlined in the project chartering process.

12/20/21

RESOLUTION NO. M-4160

A RESOLUTION defining the Complete Streets process for analyzing opportunities to improve safety, equity, and mobility on five upcoming pavement projects: Fourth Plain Boulevard: Main Street to Andresen Road; SE 34th Street: SE 164th Avenue to SE 192nd Avenue/City Limits; NE 112th Avenue/SE Chkalov Drive: SE McGillivray Boulevard to NE Fourth Plain Boulevard/City Limits; Fort Vancouver Way: Mill Plain Boulevard to Fourth Plain Boulevard; and SE McGillivray Boulevard: SE Chkalov Drive to SE 164<sup>th</sup> Avenue.

WHEREAS, goal one of the City’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 included Objective 1.1 which stated: “Develop and maintain a safe, balanced, and innovative transportation system that will meet the needs of future generations”; and

WHEREAS, The City adopted a Complete Streets policy in 2017 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, City Council identified safety, equity and climate action as guiding priorities through the 2021-22 biennial budget process, and further identified additional core values in January 2021 that include building a healthy, thriving, inclusive, equitable community; achieving a resilient city and sustainable environment; and building on the city’s heritage of pioneering and courageous decision-making by boldly working toward a shared vision for Vancouver.; and

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

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

**Section 1.** The recitals above and Staff Report No. \_\_\_\_-21 and all attachments thereto are hereby adopted and incorporated by reference as findings in support of this Resolution.

**Section 2.** The Vancouver City Council hereby adopts the following recommendations defining the Complete Streets process for analyzing opportunities to improve safety, equity, and mobility for all users:

A. In preparation for upcoming pavement treatments, analyze improvements that could improve safety, equity, and mobility on the following corridors:

1. Fourth Plain Boulevard: Main Street to Andresen Road
2. SE 34th Street: SE 164<sup>th</sup> Avenue. – SE 192nd Avenue/City Limits
3. NE 112th Avenue/SE Chkalov Drive: SE McGillivray Boulevard – NE Fourth Plain Boulevard/City Limits
4. Fort Vancouver Way: Mill Plain Boulevard – Fourth Plain Boulevard
5. McGillivray Boulevard: SE Chkalov Drive – SE 164<sup>th</sup> Avenue

B. Complete the following project scope elements for each project analysis:

1. Traffic analysis for each corridor
2. Development and implementation of a comprehensive public outreach process that is tailored to the specific context of each project

3. Development of design alternatives and associated improvements for review by project stakeholders, the Transportation and Mobility Commission, and City Council;
  4. Recommendations on final design concept that reflects Council policies and goals, stakeholder engagement, and supports mobility for users of all ages and abilities regardless of their mode of travel.
- C. Complete a project analysis that includes a review of opportunities to repurpose pavement space including travel lanes and implement a suite of other tools that can be used to improve safety, equity, and mobility. Additional tools could include, but are not limited to:
1. Traffic signal modifications (leading pedestrian intervals, accessible pedestrian signals, no right on red)
  2. Traffic calming (speed cushions, speed tables)
  3. Pedestrian crossings (refuge islands, HAWK signals)
  4. Access management (medians, limited access to driveways)
  5. Signing and striping enhancements (bike boxes, green bike facilities)
- D. For all phases of every process, use the guiding principle of implementing an inclusive outreach process that focuses on involving historically excluded and underserved community members, as well as residents, businesses, neighborhood associations, community organizations, agency partners, the Transportation and Mobility Commission, and other stakeholders.

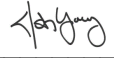
ADOPTED at a Regular Meeting of the Vancouver City Council this 20th day of  
December, 2021.

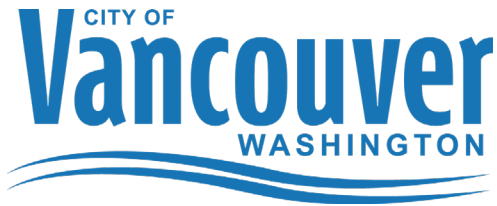
DocuSigned by:  
  
58CB15C0632F403...  
Anne McEnerny-Ogle, Mayor

Attest:

DocuSigned by:  
  
BCF6734E40E94AE...  
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:  
  
9A7DC2E31F694A2...  
Jonathan Young, City Attorney



## MEMORANDUM

**DATE:** August 5, 2022

**TO:** Eric Holmes, City Manager

**FROM:** Lon Pluckhahn, interim Public Works Director

**RE:** Tiered Water Utility Rates

**CC:** Chris Malone, Tyler Clary, Frank Dick, Kris Olinger, Shannon Turk, consultant

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### Objective

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Provide general information on tiered rates with the intention of developing a future project charter to determine goals and desired outcomes related to a potential tiered rate structure.

### Introduction

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During a staff presentation to the City Council about the overall city One Water strategy, several council members expressed support for investigating a tiered rate structure. Preliminary research has demonstrated that successfully accomplishing a transition to tiered rates is a project of significant scope that would require a separate effort requiring dedicated time and resources to successfully complete. This memo outlines current conditions and a potential outline for how to move forward.

All City of Vancouver water customers have water use measured by a meter. Charges are based on the number of units of 100 cubic feet (ccf) used during a billing period (1 ccf = 1 centum cubic foot = 100 cubic feet = 748.5 gallons). Vancouver currently calculates water utility rates based on a uniform rate structure. Pricing is consistent year-round and based on metered amount of water consumed. Many utilities within the state of Washington employ some version of a tiered-rate structure with the main goal to encourage water conservation. This memo briefly discusses tiered-rate structures, the potential pros and cons of tiered rates, and overall factors the City can weigh when considering whether or not to adopt a tiered-rate system.

### How Do Tiered Rates Work?

---

Under the current system, City of Vancouver residents pay a uniform rate per unit of water used, no matter how much water they use at any given time through the year. A tiered-rate or inclining-block rate structure is typically adopted to promote water conservation by having lower rates for those who use less water. Customers then fall into a defined tier or block rate category depending on their water usage. Customers that use less water stay in lower tier/lower rate blocks, and those that consume beyond the tier threshold(s) are billed at a higher rate depending on which tier/block their increased water usage places them. As a result, water utility customers that use less water pay lower rates to seek to effectively incentivize the conservation of water.

## Benefits and Challenges of Tiered Utility Rates

There are positive and negative outcomes associated with a tiered rate structure, and many different factors that Council will need to consider when evaluating tiered rates. It will be critical to evaluate what key factors are driving the option of a tiered-rate structure. For example, equity considerations and conservation are potential drivers. Constrained water rights are may also play a role.

Table 1 lists some of the main pros and cons associated with tiered rate structures:

| Table 1. Considerations Around Tiered/Inclining-Block Water Rates                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Pros                                                                                                                                                                                                                                                                                                                                              | Cons                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <ul style="list-style-type: none"> <li>Encourages water conservation which helps protect water resources and reduces variable operating costs (e.g., energy usage).</li> <li>May enable the delay of capital investments and water rights acquisition due to reduced consumption</li> <li>More affordable for those who use less water</li> </ul> | <ul style="list-style-type: none"> <li>Shifts cost recovery to more volatile usage, reducing revenue stability</li> <li>Requires time, money, and resources to implement</li> <li>More complex to administer, especially for non-single-family customers</li> <li>May lead to near-term rate increases if customers reduce water use</li> <li>Less affordable to low-income customers that are not low users (e.g., large families)</li> </ul> |

Several water utilities throughout Washington have implemented different types of tiered-rate structures. Table 2 lists some strategies used by other utility systems.

| Table 2. Washington Water Utilities Tiered Rate Status and Strategy* |              |                                                                                                                                       |
|----------------------------------------------------------------------|--------------|---------------------------------------------------------------------------------------------------------------------------------------|
| WA Water Utility                                                     | Tiered Rate? | Tiered Rate Strategy                                                                                                                  |
| Alderwood Water District                                             | ✓            | Base Rate up to 6 ccf / Tier 1 = use from 7 to 21 ccf / Tier 2 = use from 22 to 45 ccf / Tier 3 = 45+ ccf (Based on a ¾" water meter) |
| Battle Ground                                                        | ✓            | Tier 1 = up to 6 ccf / Tier 2 = use from 7 to 12 ccf / Tier 3 = 13+ ccf                                                               |
| Camas                                                                | X            | N/A                                                                                                                                   |
| CPU (Clark Public Utilities)                                         | ✓            | Tier 1 = up to 1800 cubic ft / Tier 2 = use from 1801 to 3600 cubic ft/ Tier 3 = 3600+ cubic ft                                       |
| Highline Water                                                       | ✓            | Tiered rates during summer months (June – Sept) on usage over 5 ccf                                                                   |
| Kennewick                                                            | X            | N/A                                                                                                                                   |
| Lacey                                                                | ✓            | Base rate then 4-tier billing structure with rate increases for each additional 600 cubic ft used.                                    |
| Redmond                                                              | ✓            | Usage rates are almost double for everyone during summer months                                                                       |
| Richland                                                             | X            | N/A                                                                                                                                   |
| Ridgefield                                                           | X            | Not Tiered. Offers a "Conservation Rate" = No base charge but higher usage charge                                                     |
| Spokane                                                              | ✓            | Uses 5 Tiers – First 4,500 gal, next 4,500 gal, next 9,700 gal, next 15,000 gal, next 33,600 gal                                      |
| Tacoma                                                               | ✓            | Tiered rates during summer months (June – Sept)                                                                                       |
| Vancouver                                                            | X            | Not Tiered, but conservation efforts decreased usage from 110 gpcd to 100 gpcd since 2010. (gpcd = gallons per capita per day)        |
| Washougal                                                            | ✓            | Have phased-out the base fee over past 10 years. Starting in 2023 only pay for use. 3 rate tiers.                                     |

\*Information was not always readily available on the reasons underlying the adoption of tiered rate structures in all communities.



## **Conclusion / Recommendation**

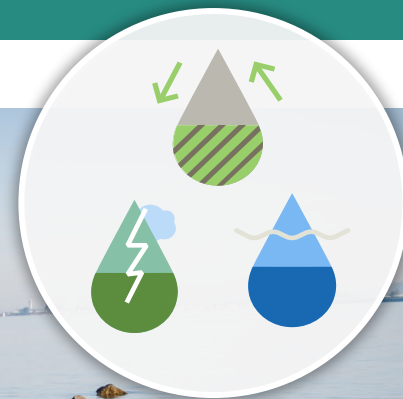
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As the Vancouver City Council begins to discuss the idea of employing a tiered water utility rate, additional questions will need to be answered to define the project scope. Examples would include:

- Is Vancouver's goal to encourage conservation, make rates more affordable for low-income households, or a combination of both?
- Should tiered rates apply to all customers or only single-family residential customers?

Staff will be scheduling a workshop with City Council early in 2023 to discuss tiered rates more in depth. During the workshop it will be important to discuss desired outcomes, and how to address and prioritize key policy drivers such as water conservation, equity, affordability, and revenue stability. Staff is submitting a decision package into the 2023/2024 biennial budget to fund a consultant-led study around potential implementation of a tiered rate structure. The study would be conducted based on future City Council direction.

# Water Resiliency Framework and Strategy



**City of Vancouver Water Resiliency Strategy  
Capital Program and Financial Alternatives**

Lon Pluckhahn, Deputy City Manager  
Chris Malone, Finance and Asset Manager  
August 15, 2022



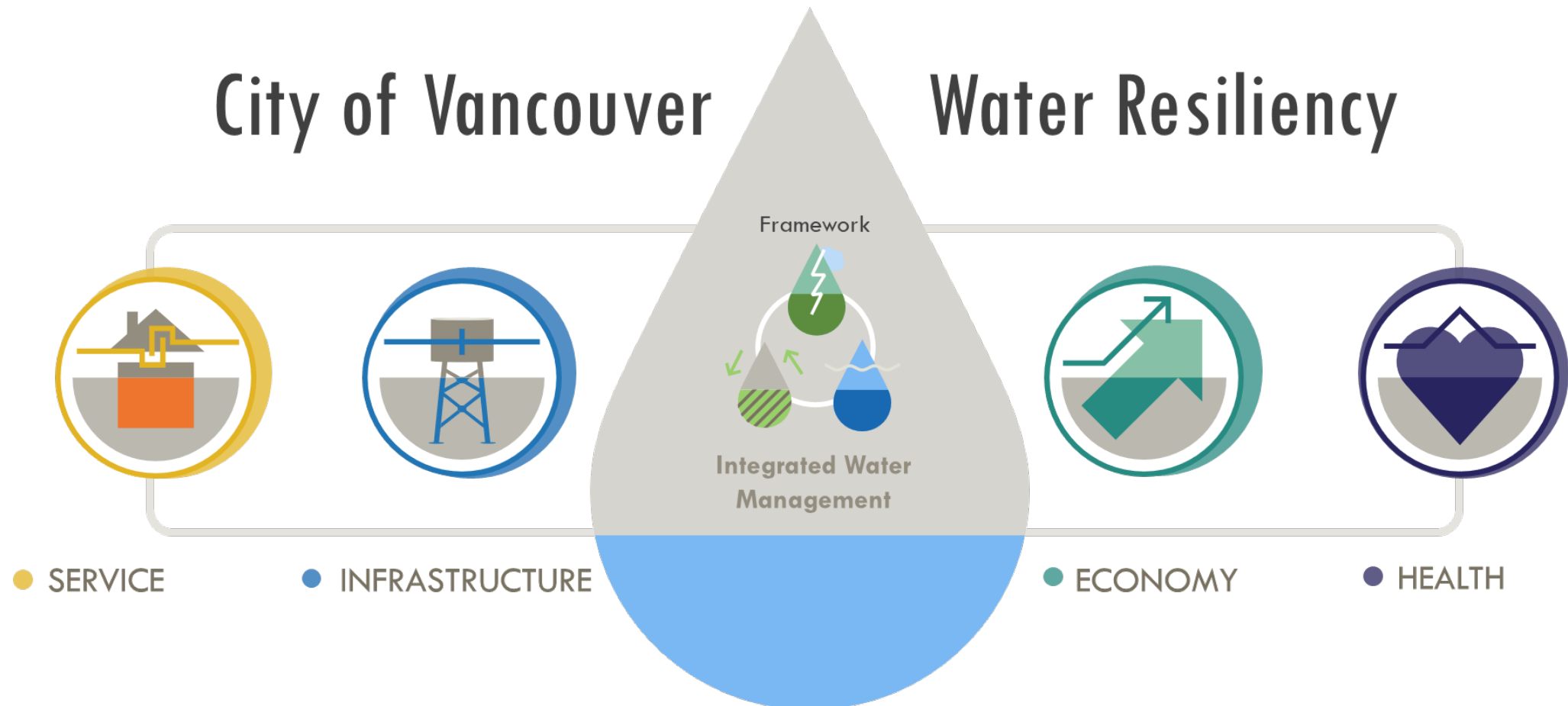
# Presentation Overview

- Water Resiliency Strategy and Framework Recap
- Financial Levers Overview
- Summary of Council Requests for Biennial Budget and Ordinances



# Water Resiliency Framework

The Water Resiliency Framework establishes an integrated water management approach that helps us prioritize critical investments to achieve our resiliency and livability goals



**Using an integrated water approach, we protect our community, environment and infrastructure better.**

## **Wastewater:**

We collect and treat wastewater from residential, commercial, and industrial users so that clean water can be reintroduced to the environment.

**6.9** billion gallons of treated wastewater  
**2** treatment facilities  
**785** miles of wastewater pipe  
**41** pump stations



## **Integrated Water Management**



## **Stormwater:**

We manage systems that control stormwater including flood control as well as provides solutions to restore area streams and the environment.

**300+** miles of stormwater pipe  
**24,000+** catch basins  
**5,752** infiltration wells  
**2,800** treatment facilities  
**19%** tree canopy



## **Drinking Water:**

We provide high-quality and reliable drinking water and protect groundwater / aquifer water quality.

**10.3** billion gallons of drinking water  
**11** water stations  
**1,090** miles of water pipe



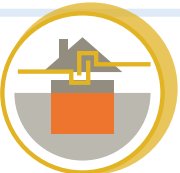
# Reliable and Resilient Service

We must continue to **proactively address pressures** on our system:

- Population growth
- Aging infrastructure
- Climate change
- Public health
- Livability
- Regulatory changes

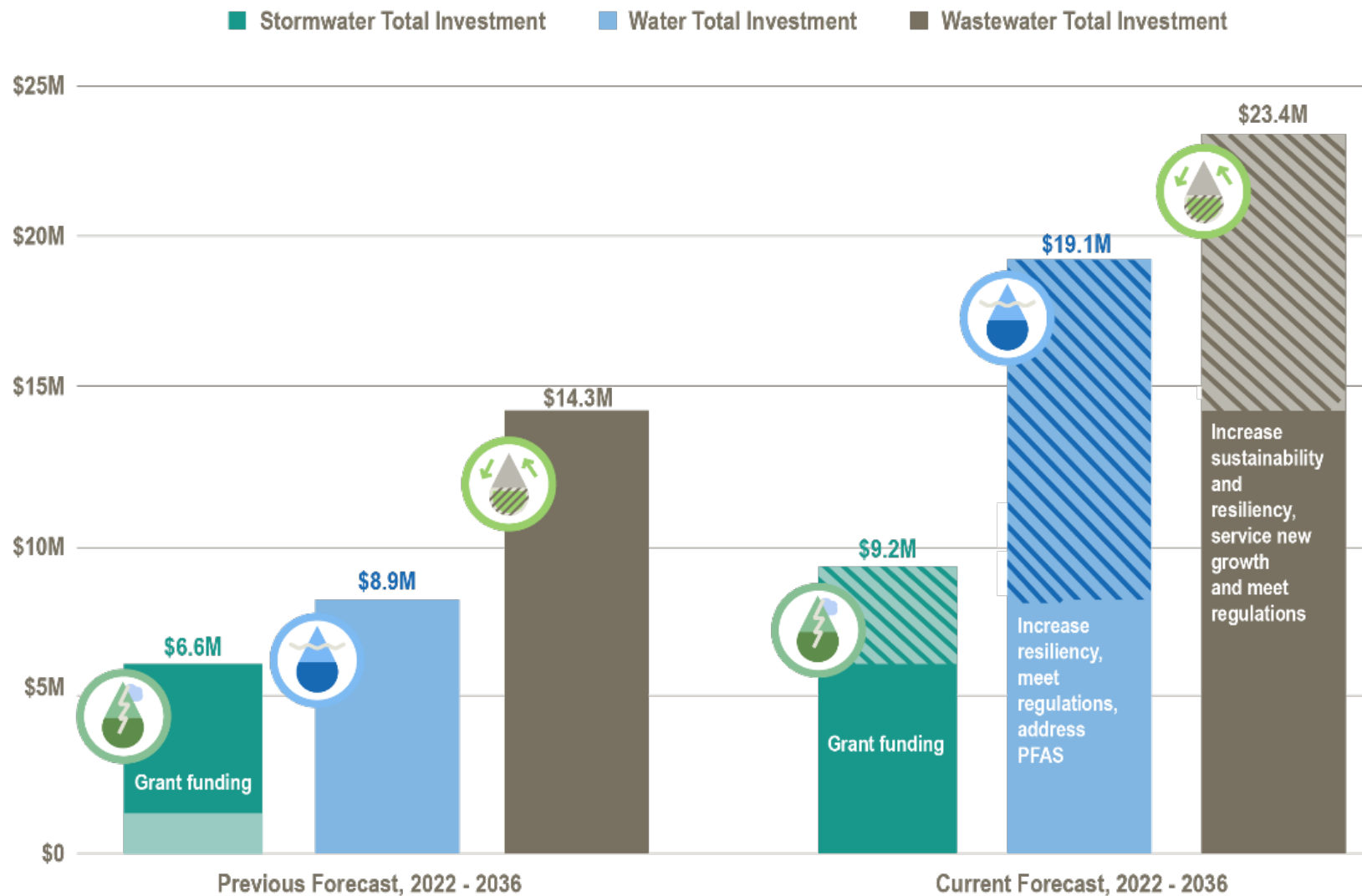


# Opportunities through Integration

| NEEDS                                                                                                 |                                                                                                                                 | STRATEGIES                                               |
|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <br>● SERVICE        | Meet <b>growth demands</b> and <b>capacity needs</b><br>Improve <b>watershed health</b><br>Achieve <b>regulatory compliance</b> | Update Financial Strategy to support investment & equity |
| <br>● INFRASTRUCTURE | <b>Renew infrastructure</b><br><b>Reduce seismic, security risks</b><br>Improve <b>operations and safety</b>                    | Wastewater facility upgrades                             |
| <br>● ECONOMY       | Enhance <b>livability</b><br>Deliver sustainable, equitable <b>rates</b><br>Staying <b>competitive</b>                          | Solids management renewal                                |
| <br>● HEALTH       | <b>Climate resilient</b><br>Protect stream <b>habitat</b><br>Protect <b>water quality</b><br>Manage <b>flood risks</b>          | Enhanced operations and renewal of water system          |
|                                                                                                       |                                                                                                                                 | Green infrastructure solutions                           |
|                                                                                                       |                                                                                                                                 | Seismic and Security improvements                        |



# Previous vs. Current 15-Year CIP Forecast



*The new Operations Center is not included in the amounts shown.*



# Key Projects from the 15-Year CIP

## LEGEND

\$\$\$ \$50-100 million

\$\$ \$25-50 million

\$ \$1-25 million



Comply with regulations



Replace aging infrastructure



Lower costs



Recover resources and improve environment



Increase resiliency



Support future growth

PFAS Treatment



Water System Well Replacements



Water Station 5 Reservoir



Marine Park Facility Upgrades



Water Station 3 Reservoir



Westside WWTP Solids Renewal

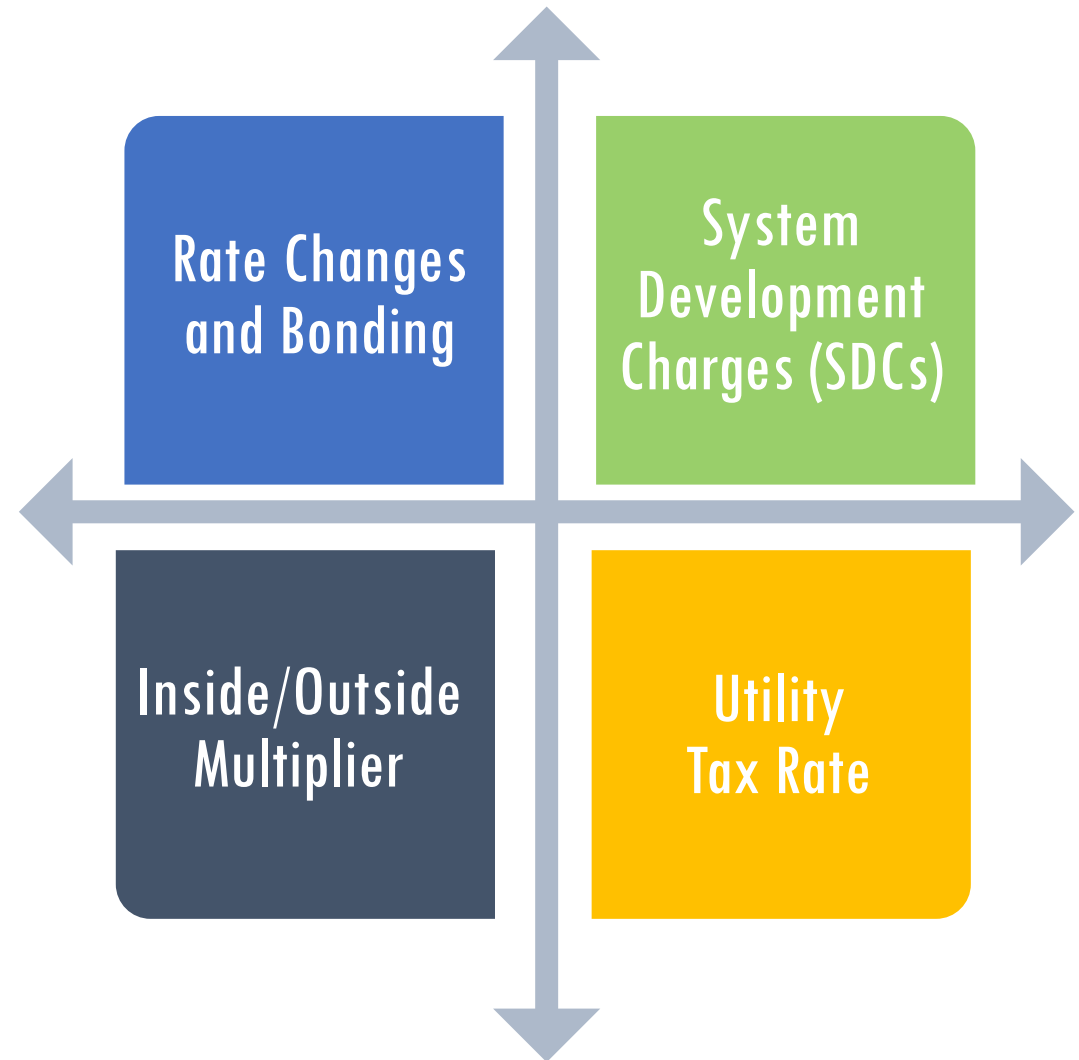


Wastewater Solids Conveyance Optimization

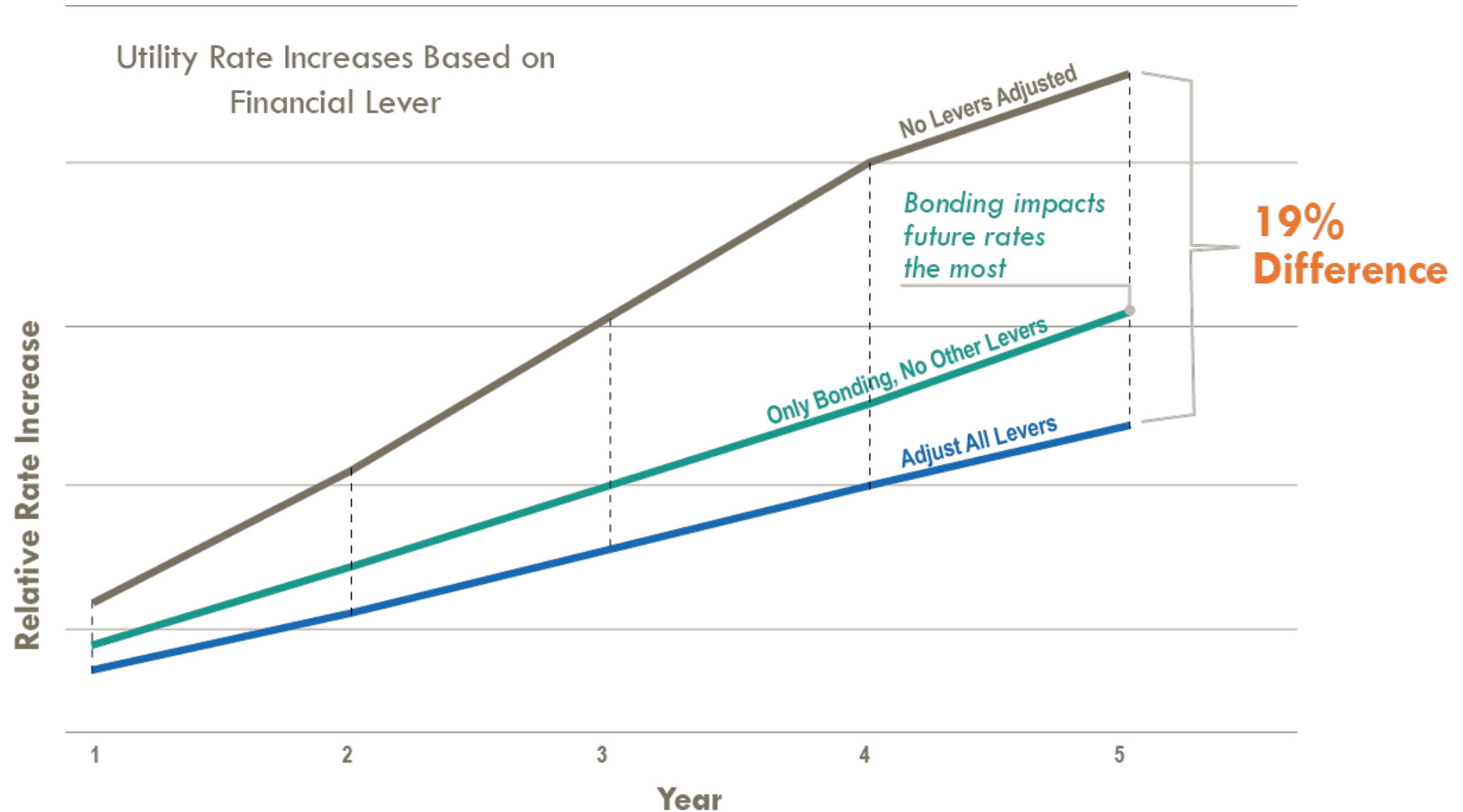


# Financial Levers

Levers can be adjusted to meet investment needs and address changing conditions



# Financial Levers: Overview and Impacts

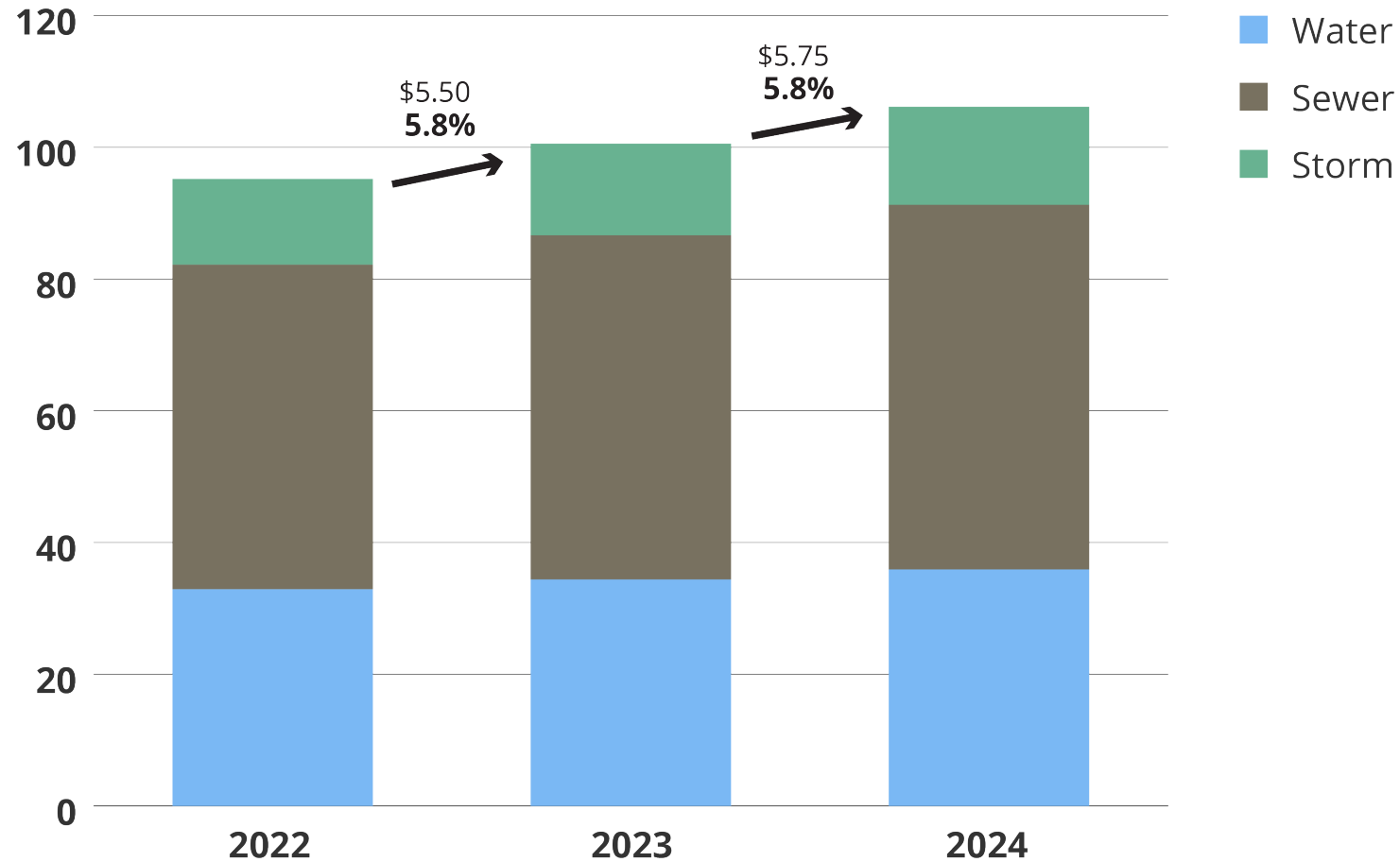


# Proposed Monthly Utility Rate Increases

| Utility Rate Increase | 2022 Rate* | 2023 Rate* | 2022 vs 2023 Difference | 2024 Rate* |
|-----------------------|------------|------------|-------------------------|------------|
| Total – 5.8%          | \$95.18    | \$100.68   | \$5.50                  | \$106.43   |

\*Monthly rate for a typical single-family residence within the City limits.

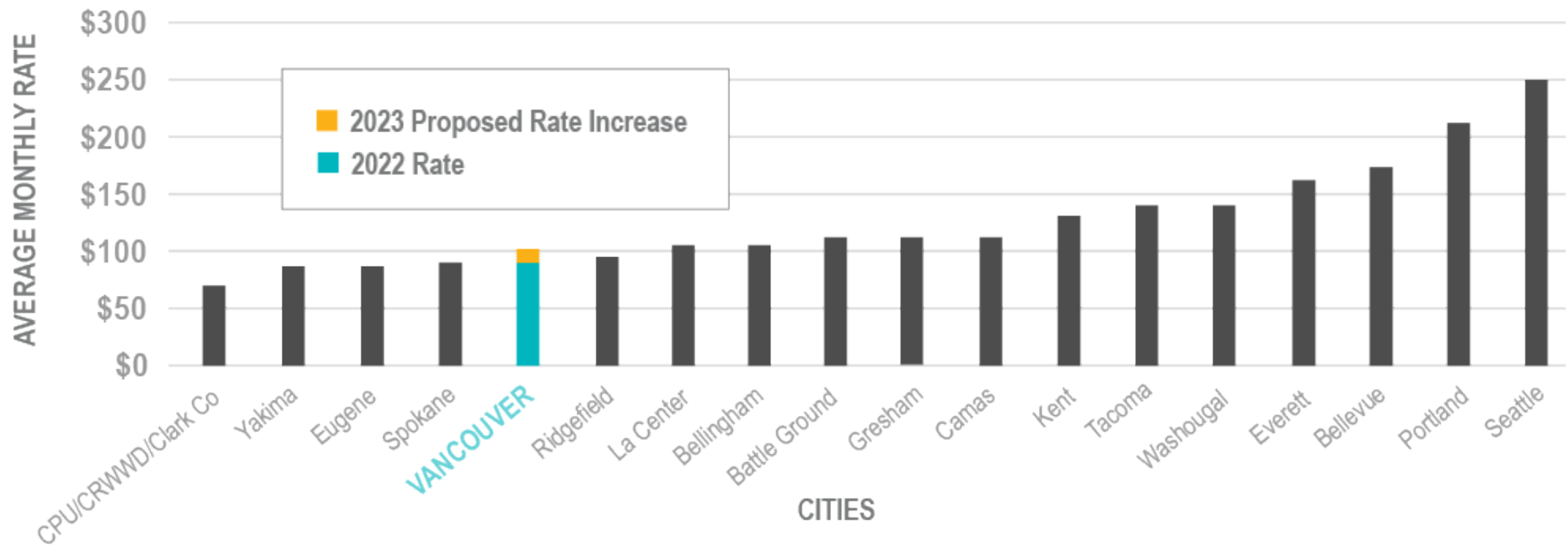
# Proposed Monthly Utility Rates\*



\*Monthly rates for a typical single-family residence within the City limits.

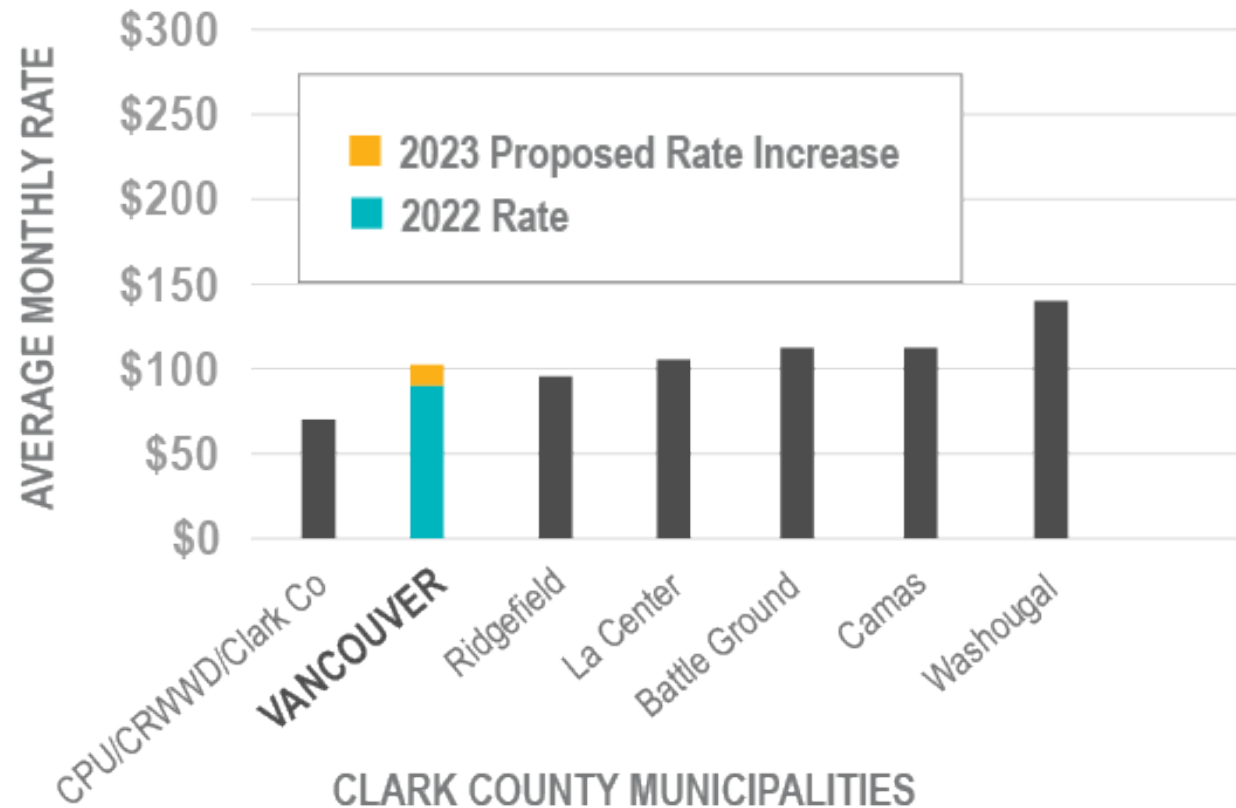
# Regional Rate Comparison

## Single Family Average Monthly 2022 Utility Rates



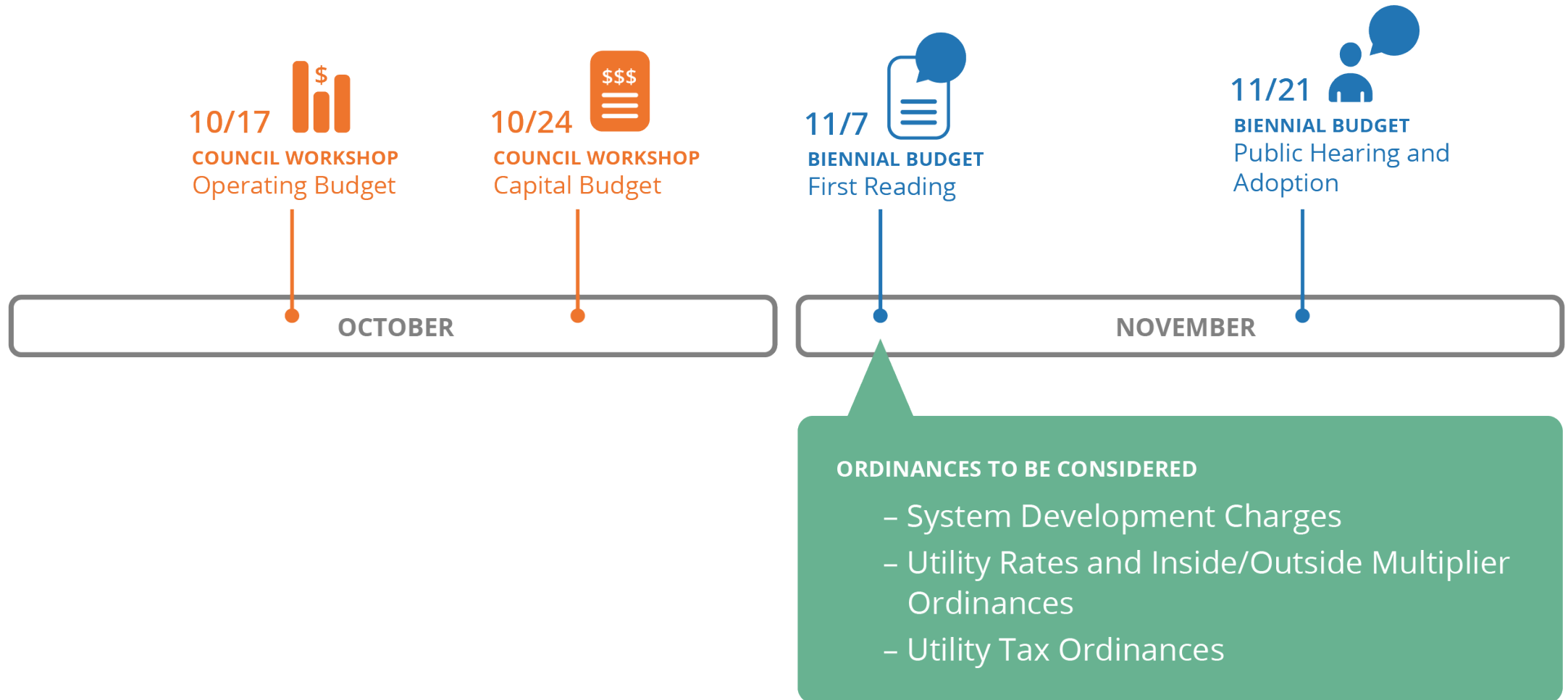
# Clark County Rate Comparison

## Single Family Average Monthly 2022 Utility Rates





# 2022 Biennial Budget Timeline



# Policy Direction from Council

| Ordinance                                                 | Description                                                                                                                                    | Ord. Number   |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| System Development Charges                                | <ul style="list-style-type: none"><li>• Increase System Development Charges</li></ul>                                                          | VMC 14.04.235 |
| Water Rate Ordinance and Adjust Inside/Outside Multiplier | <ul style="list-style-type: none"><li>• Approve 4.5% Water Rate Increase</li><li>• Reduce Inside/Outside Multiplier from 1.5 to 1.25</li></ul> | VMC 14.04.210 |
| Sewer Rate Ordinance and Adjust Inside/Outside Multiplier | <ul style="list-style-type: none"><li>• Approve 6% Sewer Rate Increase</li><li>• Reduce Inside/Outside Multiplier from 1.5 to 1.25</li></ul>   | VMC 14.04.230 |
| Stormwater Rate Ordinance                                 | <ul style="list-style-type: none"><li>• Approve 8% Stormwater Rate Increase</li></ul>                                                          | VMC 14.09.060 |
| Water/Sewer Utility Tax Ordinance                         | <ul style="list-style-type: none"><li>• Align Utility Tax revenue increases with six-year financial forecast</li></ul>                         | VMC 5.92.010  |
| Storm Utility Tax Ordinance                               | <ul style="list-style-type: none"><li>• Align Utility Tax revenue increases with six-year financial forecast</li></ul>                         | VMC 5.93.010  |

# Next Steps and Discussion

## Near-Term Next Steps:

- November ordinance approvals
- Monitor EPA PFAS regulations
- Operations Center next steps
- Tiered rates study and future discussion
- Initial planning for incinerator replacement



# Extra Slides

# Key Projects from 15-Year CIP

| Project                                        | Description                                                                                                                                                                                                                 | Benefits                                                                                                                                                                                           | Approx. Cost   |
|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>PFAS Treatment (Drinking Water)</b>         | <ul style="list-style-type: none"> <li>Add treatment capacity for PFAS removal</li> </ul>                                                                                                                                   | <ul style="list-style-type: none"> <li>Safe drinking water</li> <li>Comply with EPA regulations</li> </ul>                                                                                         | \$100 million  |
| <b>Solids Renewal (Westside WWTF)</b>          | <ul style="list-style-type: none"> <li>Construct solids processing tanks, digesters, and equipment</li> <li>Recover biogas for beneficial fuel use</li> <li>Dewater solids for beneficial use (e.g., fertilizer)</li> </ul> | <ul style="list-style-type: none"> <li>Replace aging infrastructure</li> <li>Save energy costs</li> <li>Comply with regulations</li> <li>Recover resources</li> <li>Improve air quality</li> </ul> | \$90 million   |
| <b>Marine Park WWTF Capacity Upgrade</b>       | <ul style="list-style-type: none"> <li>Add primary solids removal basins</li> <li>Add secondary treatment aeration basins and tanks</li> </ul>                                                                              | <ul style="list-style-type: none"> <li>Build future growth capacity</li> </ul>                                                                                                                     | \$56.5 million |
| <b>Water Station 5 Reservoir, Pump Station</b> | <ul style="list-style-type: none"> <li>Replace existing seismically deficient reservoir</li> </ul>                                                                                                                          | <ul style="list-style-type: none"> <li>Improve system resiliency</li> </ul>                                                                                                                        | \$30.5 million |

## Key Projects from 15-Year CIP (cont'd)

| Project                                               | Description                                                                                                                 | Benefits                                                                                                                              | Approx. Cost   |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>Water System Well Replacements</b>                 | <ul style="list-style-type: none"> <li>Replace multiple aging wells</li> </ul>                                              | <ul style="list-style-type: none"> <li>Improve system resiliency</li> </ul>                                                           | \$23.6 million |
| <b>Water Station 3 Reservoir, Tower, Pump Station</b> | <ul style="list-style-type: none"> <li>Replace the existing seismically deficient reservoir</li> </ul>                      | <ul style="list-style-type: none"> <li>Improve system resiliency</li> </ul>                                                           | \$18 million   |
| <b>Wastewater Solids Conveyance Optimization</b>      | <ul style="list-style-type: none"> <li>Install a pipeline to convey solids from Marine Park directly to Westside</li> </ul> | <ul style="list-style-type: none"> <li>Save energy costs</li> <li>Avoid costly upgrades</li> <li>Support growing community</li> </ul> | \$18 million   |
| <b>Marine Park WWTF Phase 3A</b>                      | <ul style="list-style-type: none"> <li>Improvements to optimize the aeration process</li> </ul>                             | <ul style="list-style-type: none"> <li>Comply with regulations</li> <li>Support growing community</li> </ul>                          | \$6.5 million  |



**Staff Report: 103-22**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 8/15/2022

**SUBJECT** Continued use of C-100947: Piggyback City of Seattle Contract #0000005537 for the purchase of dump truck boxes and miscellaneous auxiliary equipment

**Key Points**

- The City contracts with OSW Equipment through the City of Seattle's Contract #0000005537 for the purchase of dump truck boxes and miscellaneous auxiliary equipment.
- Purchases from this contract will exceed the City's \$300,000 purchasing threshold.
- The City has ongoing equipment repair and replacement needs.
- The contract is set to expire December 31, 2027.
- The original contract was competitively bid and conforms to the bidding requirements set forth by the City of Seattle and the City of Vancouver.

**Strategic Plan Alignment**

**Goal 1:** Ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific NW

**Present Situation**

Over the lifespan of this contract, twenty-three pieces of equipment will be due for replacement. The equipment covered by this contract include the following: hook lift truck drop boxes, snow plows, snow deicers, sand spreaders, and the dump boxes for building dump trucks. Since these purchases will exceed the current contract's \$300,000 spending threshold, we are proactively asking that this contract be amended for purchases to be made according to the departments' current authorized budget in place of setting a new spending threshold. In keeping with Fleet Service's effort to streamline the City's fleet, staff is requesting the ability to purchase from this contract and take advantage of the contract pricing.

**Advantage(s)**

1. The equipment purchased through this contract match the current City standard.
2. The vendor covered under this contract has continuously provided high quality, dependable equipment and service that help maintain uniformity in the City fleet and the operational



needs of multiple City maintenance departments.

3. The approval for continued use of this contract will enable Fleet Services to order the required replacement equipment while taking advantage of the contract's competitive pricing.

**Disadvantage(s)**

None

**Budget Impact**

The City will utilize the contract for purchasing high priority essential parts and equipment and will stay within the current authorized budget.

**Prior Council Review**

None

**Action Requested**

Authorize the City Manager or their designee to approve purchases under C-100947: City of Seattle Contract #0000005537 for the life of the contract with OSW Equipment up to the current authorized budget.

*Dan Zenger, Fleet Services Manager, 360-487-8205*

**ATTACHMENTS:**

- ▣ Contract Summary
- ▣ Change Order to Supplier Contract
- ▣ Contract Pricing
- ▣ Invitation to Bid Addendum
- ▣ Invitation to Bid Contract



# Purchasing and Contracting

## Contract Summary Page

General Information  
206-684-0444

### ALERTS

**This contract is not intended for anything that is more properly classified as Public Works. This contract is limited to only those items expressly provided for in this contract. Do not use for federally funded purchases without a specific review of the applicable grant funding requirements.**

| Description: Vehicles; Installation of Custom Bodies and Miscellaneous Auxiliary Equipment on City Supplied Vehicles: For Table 6 – Cab Chassis Upfitting, Table 7 – Service Bodies, Table 9 – Light Duty 2-3 Cubic Yard Dump Bodies, Table 11 – 7 Yard Dump Body, Table 12 – 12 Yard Dump Bodies. |                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Contract #: 000000000005537                                                                                                                                                                                                               |                                   |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------------|-----------------|------------------------------------|-------------------|-----------------|--|--|-----------------|--|--|-----------------|--|--|--|--|
| Contract Administrator                                                                                                                                                                                                                                                                             | Name: Rick Davison                                                                                                                                                                                                                                                                                                                                                                                                                                   | Phone: 206-684-8310                                                                                                                                                                                                                       | E-Mail: rick.davison@seattle.gov  |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
| Supplier                                                                                                                                                                                                                                                                                           | Name: OSW Equipment & Repair LLC                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                           | ID#: 0000510614                   |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
| Supplier Address                                                                                                                                                                                                                                                                                   | Street/City/State/ZIP: PO BOX 1651, Woodinville, WA 98072                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                           |                                   |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
| Supplier Contact                                                                                                                                                                                                                                                                                   | Name: Dennis Andrews                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                           |                                   |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
|                                                                                                                                                                                                                                                                                                    | Phone: 206-953-8124                                                                                                                                                                                                                                                                                                                                                                                                                                  | Fax:                                                                                                                                                                                                                                      | E-Mail: dennisa@northendtruck.com |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
| WMBE Status                                                                                                                                                                                                                                                                                        | No WMBE Ownership                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                           |                                   |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
| Procurement Method                                                                                                                                                                                                                                                                                 | This contract is a result of <i>an Invitation to Bid</i>                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                           |                                   |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
| Category Code(s)-Title(s)                                                                                                                                                                                                                                                                          | 78181500                                                                                                                                                                                                                                                                                                                                                                                                                                             | 25180000                                                                                                                                                                                                                                  | 25170000                          |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
| Contract Term                                                                                                                                                                                                                                                                                      | 01/01/2022 – 12/31/2027                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                           |                                   |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
| Future Extension Option                                                                                                                                                                                                                                                                            | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                           |                                   |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
| Freight Terms                                                                                                                                                                                                                                                                                      | FOB Destination Prepay & Allow                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                           |                                   |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
| Payment Terms                                                                                                                                                                                                                                                                                      | Net 30                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                           |                                   |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
| Delivery ARO                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                           |                                   |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
| Links to Manufacturer's List Pricing (if applicable)                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                           |                                   |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
| Order Instructions                                                                                                                                                                                                                                                                                 | City Department(s): <a href="#">Click or tap here to enter text.</a>                                                                                                                                                                                                                                                                                                                                                                                 | Order Limit:                                                                                                                                                                                                                              |                                   |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
| Contracting Options                                                                                                                                                                                                                                                                                | <input checked="" type="checkbox"/> This is one of several contracts awarded for this product/service. The City may select among any of the following:<br>5535 -AL Van Equipment                      5538 – Systems for Public Safety<br>5536 – Allied Body                              5539 – J & D's Hydraulic<br>5537 – OSW LLC                                  5432 – George Heiser Body                                                      |                                                                                                                                                                                                                                           |                                   |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
| Contract Change History                                                                                                                                                                                                                                                                            | <table border="1"> <thead> <tr> <th>Contract Action</th> <th>Description of Contract Action</th> <th>Date of Change</th> </tr> </thead> <tbody> <tr> <td>Change Order #1</td> <td>[e.g., extension, amendment, etc.]</td> <td>[e.g., 02/27/202]</td> </tr> <tr> <td>Change Order #2</td> <td></td> <td></td> </tr> <tr> <td>Change Order #3</td> <td></td> <td></td> </tr> <tr> <td>Change Order #4</td> <td></td> <td></td> </tr> </tbody> </table> | Contract Action                                                                                                                                                                                                                           | Description of Contract Action    | Date of Change | Change Order #1 | [e.g., extension, amendment, etc.] | [e.g., 02/27/202] | Change Order #2 |  |  | Change Order #3 |  |  | Change Order #4 |  |  |  |  |
| Contract Action                                                                                                                                                                                                                                                                                    | Description of Contract Action                                                                                                                                                                                                                                                                                                                                                                                                                       | Date of Change                                                                                                                                                                                                                            |                                   |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
| Change Order #1                                                                                                                                                                                                                                                                                    | [e.g., extension, amendment, etc.]                                                                                                                                                                                                                                                                                                                                                                                                                   | [e.g., 02/27/202]                                                                                                                                                                                                                         |                                   |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
| Change Order #2                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                           |                                   |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
| Change Order #3                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                           |                                   |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
| Change Order #4                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                           |                                   |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
| Comprehensive Contract                                                                                                                                                                                                                                                                             | Current Pricing                                                                                                                                                                                                                                                                                                                                                                                                                                      | Original ITB/RFP                                                                                                                                                                                                                          |                                   |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |
| <br>000000000005537_Contract.pdf                                                                                                                                                                                | <br>Attachment A Pricing.pdf                                                                                                                                                                                                                                                                                                                                      |  <br>aITB#5432-Installation of Custom Bodies a Addendum ITB.doc |                                   |                |                 |                                    |                   |                 |  |  |                 |  |  |                 |  |  |  |  |

Supplier Emergency Contact Information



# Purchasing and Contracting

## Contract Summary Page

General Information  
206-684-0444

|                                                                                                                               |  |
|-------------------------------------------------------------------------------------------------------------------------------|--|
| Emergency Contact Name                                                                                                        |  |
| Emergency Phone Number                                                                                                        |  |
| Back-Up Emergency Phone Number                                                                                                |  |
| Alternative Address – Contact information for supplier location areas outside Seattle that can be called upon in an emergency |  |



## CHANGE ORDER TO SUPPLIER CONTRACT

The City of Seattle  
**PURCHASING AND CONTRACTING**  
700 – 5th AVE #4350  
PO BOX 94669  
Seattle, WA 98124-4669

|                                         |                                                  |                        |
|-----------------------------------------|--------------------------------------------------|------------------------|
| Supplier Contract #<br>000000000005537  | Date<br>12/21/2021                               | Change Order<br>0      |
| Payment Terms<br>Net 30                 | Freight Terms<br>FOB Destination Pre-Pay & Allow |                        |
| Contract Administrator:<br>Rick Davison | Email:<br>rick.davison@seattle.gov               | Phone:<br>206-684-8310 |

Supplier #: 0000510614  
OSW Equipment & Repair LLC  
PO BOX 1651  
Woodinville, WA 98072

Contact: Dennis Andrews  
Phone #: 206-953-8124  
Email: [dennisa@northendtruck.com](mailto:dennisa@northendtruck.com)

**Ship To:**  
CITY DEPARTMENTS

**Bill To:**  
ORDERING DEPARTMENT

---

### I. BACKGROUND

The City of Seattle ("City") awarded a contract to OSW Equipment & Repair as a result of an Invitation to Bid, ITB No. [FAS 5423](#) for Installation of Custom Bodies and Miscellaneous Auxiliary Equipment on City Supplied Vehicles; Table 6 – Cab Chassis Upfitting, Table 7 – Service Bodies, Table 9 – Light Duty 2-3 Cubic Yard Dump Bodies, Table 11 – 7 Yard Dump Body, Table 12 – 12 Yard Dump Bodies per Attachment A.(the "Contract").

The term of the Contract is 01/01/2022 through 12/31/2027. The Contract is available to all City Departments.

### II. ADDITIONAL NOTES

Orders must be placed by an authorized City department representative. Invoices must be mailed in duplicate to the applicable City accounts payable representative. Each invoice must indicate the supplier contract number 5537. A list of accounts payable representatives is available upon request.

Authorized Signature/Date

 12/23/2021



**ITB# 5432 Installation of Custom Bodies and Miscellaneous Auxiliary Equipment on City of Seattle Supplied Vehicles**

**BID OFFER SHEET**

**QUOTE REQUIREMENTS and NOTES:**

- Pricing shall include parts and installation for every line as specified in the Scope of Work
- All pricing shall include installation, misc. parts, bolts, wiring, connectors etc. unless otherwise noted in the specifications.
  - All equipment and components necessary for operation and normally supplied shall be included, even if not called out in the specifications.
- It is MANDATORY that you provide a Unit Price.
- The bid prices shall include and cover all duties, handling and transportation charges and all charges incidental to the requested work excluding Sales Tax or Use Tax. Offer shall agree to all City contract Terms and Conditions without exception.
- **Section numbers** correspond to Scope of Work document
- Bidders may bid on one or more sections (tables). Contracts will be awarded by section to bidders which comply with the section. Bidders may be awarded a contract spanning multiple sections if/when applicable.

**Table 1 LIGHT BARS & AUXILIARY LIGHTING (Section 3)**

| Description                                                                                                                                                                                                                                                                                                                                                                       | Line Item Cost           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Install one (1) Federal Signal 53 Allegiant light bar #ALG53Z-AMBR3H6C with front and rear "DUAL" Signal Master traffic control. Price shall include #660000 controller mounted in the cab. Exact in cab controller mounting locations will need to be determined on an individual vehicle installation basis. Installed on top of a Pro Tech cab guard (guard cost not included) | \$ NA                    |
| Install one (1) Federal Signal 53 Allegiant light bar #ALG53Z-AMBR3H6C with front and rear "DUAL" Signal Master traffic control. Price shall include #660000 controller mounted in the cab. Exact in cab controller mounting locations will need to be determined on an individual vehicle installation basis. Installed on top of the truck cab in lieu of cab guard mounting.   | \$ NA                    |
| Install one (1) "Federal Signal" Highlighter LED 454101HL-02 light centered on Pro-Tech cab guard to include the required wiring to the factory supplied up fitter switch.                                                                                                                                                                                                        | \$ NA                    |
| Price "MAXXIMA" work light wired to factory up fitter switch. One (1) ea. P# MWL- 20 LED clear flood work light installed on cab guard.                                                                                                                                                                                                                                           | \$ NA                    |
| Price "MAXXIMA" work lights wired to factory up fitter switch. Two (2) ea. P# MWL-20 LED clear flood work light installed on cab guard.                                                                                                                                                                                                                                           | \$ NA                    |
| Price for the following (PARTS ONLY):                                                                                                                                                                                                                                                                                                                                             |                          |
| • Whelen Liberty II Light Bar P# IJ8DDDD                                                                                                                                                                                                                                                                                                                                          | \$ NA                    |
| • One (1) GTT Opticom P# 795H                                                                                                                                                                                                                                                                                                                                                     | \$ NA                    |
| • One (1) Core Controller P# CCSRNT5 ARGES1, 5-degree Spotlight P# Arges1 mounted on driver's side fender.                                                                                                                                                                                                                                                                        | \$ NA                    |
| Price one (1) Go-Light Wireless Remote - 79004 (white), mounted on cab.                                                                                                                                                                                                                                                                                                           | \$ NA                    |
| <b>NOT EVALUATED</b>                                                                                                                                                                                                                                                                                                                                                              | <b>Discount Off MSRP</b> |
| Provide a complete "Federal Signal" Emergency lighting (Amber) product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only – No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                                                                                            | NA _____%                |
| Provide a complete "Whelen Engineering" Emergency lighting (Amber) product line price list with                                                                                                                                                                                                                                                                                   |                          |

|                                                                                                                                                                                                                                                                                              |           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only – No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                                                                                                   | NA ____%  |
| Provide a complete “Whelen Engineering” Emergency lighting (Red/Blue) product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) Parts Only – No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____ | NA ____%  |
| Provide a complete “Superior Signals” Emergency lighting (Amber) product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only – No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____     | NA ____%  |
| Provide “Hella” Emergency lighting (red/blue) product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only – No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                        | NA ____%  |
| <b>Light Bars &amp; Auxiliary Lighting Total</b>                                                                                                                                                                                                                                             | <b>\$</b> |

**Table 2 MISCELLANEOUS ELECTRICAL (Section 4)**

| Description                                                                                                                                                                                                                                                                                                                                 | Line Item Cost |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| ECCO EA9070 Backup alarm installed.                                                                                                                                                                                                                                                                                                         | \$ NA          |
| ECCO EA9724 Backup alarm installed.                                                                                                                                                                                                                                                                                                         | \$ NA          |
| Auxiliary battery -One (1) 750 CCA, 12 Volt, AGM Dry cell battery installed, Optima 8014-045 (D34/78) Yellow Top or Senior Automotive Engineer approved equivalent. Price to install per attached electrical standards with the auxiliary charge system (Price shall include the Blue Sea Systems ACR P#7622) See attachment #1.            | \$ NA          |
| Auxiliary batteries -Two (2) 750 CCA, 12 Volt, AGM Dry cell batteries installed, Optima 8014-045 (D34/78) Optima Yellow Top or Senior Automotive Engineer approved equivalent. Price to install per attached electrical standards with the auxiliary charge system (Price shall include the Blue Sea Systems ACR P#7622) See attachment #1. | \$ NA          |
| Auxiliary battery -One (1) 900 CCA, 12 Volt, AGM Dry cell battery installed, Optima 8050-160 (D31T) Yellow Top or Senior Automotive Engineer approved equivalent. Price to install per attached electrical standards with the auxiliary charge system (Price shall include the Blue Sea Systems ACR P#7622) See attachment #1.              | \$ NA          |
| Auxiliary batteries -Two (2) 750 CCA, 12 Volt, AGM Dry cell batteries installed, Optima 8050-160 (D31T) Yellow Top or Senior Automotive Engineer approved equivalent. Price to install per attached electrical standards with the auxiliary charge system (Price shall include the Blue Sea Systems ACR P#7622) See attachment #1.          | \$ NA          |
| Install one (1) Flaming River master battery disconnect switch FR1005 (or Senior Automotive Engineer approved equivalent) installed at or near the battery box, wired to the auxiliary battery/s. Location shall be Senior Automotive Engineer Approved.                                                                                    | \$ NA          |
| Install two (2) Flaming River, master battery disconnect switches FR1005 (or Senior Automotive Engineer approved equivalent) installed at or near the battery box, wired to the chassis and auxiliary battery/s. Location shall be Senior Automotive Engineer Approved.                                                                     | \$ NA          |
| <b>Miscellaneous Electrical Total</b>                                                                                                                                                                                                                                                                                                       | <b>\$ NA</b>   |

**Table 3 FORD PIU HYBRID (Section 5)**

| Description                                                                                                                                                                                                                  | Line Item Cost |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Installation of Whelen Duo Legacy Lightbar with traffic advisor. Also include in quote/ package: <ul style="list-style-type: none"> <li>• ½ Green LED's on each side of light bar to indicate engine off, key on.</li> </ul> | \$ NA          |



|                                                                                                                                                                                                                                                    |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <ul style="list-style-type: none"> <li>Carbide Siren CCSRN5</li> <li>Install Kit # CC5K1</li> <li>Rotary Knob Siren Control Head # CANCTL6</li> </ul>                                                                                              |                          |
| Installation of Whelen expansion module# CANEM16                                                                                                                                                                                                   | \$ NA                    |
| Installation of Whelen 100W Siren Speaker # SA315P and universal mount # SAK1                                                                                                                                                                      | \$ NA                    |
| Installation of one (1) Whelen Stud Mount Micron LED (Blue) #MCRNTB and one (1) Whelen Stud Mount Micron LED (Red) #MCRNTR                                                                                                                         | \$ NA                    |
| Installation of three (3) WHELEN- Vertex - LED – Blue #VTX609B                                                                                                                                                                                     | \$ NA                    |
| Installation of one (1) Vertex Hide-A-Way LED, Red #VTX609R                                                                                                                                                                                        | \$ NA                    |
| Installation of one (1) Havis Angled Ford PIU Console Solution with motion #PKG-SPS-2020A or equivalent                                                                                                                                            | \$ NA                    |
| Installation of one (1) Setina Lighted Push Bumper Front DUO Side DUO # BK2019ITU20PB9 with Fender Protector Wraps Utility PB9 # FK0402ITU20                                                                                                       | \$ NA                    |
| Installation of one (1) Setina #10 VS C RP Coated Poly Partition Tall w/ SCA 2020 #                                                                                                                                                                | \$ NA                    |
| Installation of one (1) Black Rack Dual T-Rail Rifle Rack Assembly with 1 1080E #GK11191B1SSSCA                                                                                                                                                    | \$ NA                    |
| Installation of one (1) Setina Steel Window Barrier # WK0514ITU20                                                                                                                                                                                  | \$ NA                    |
| Installation of one (1) Setina Full Hard Seat w/#12 Poly Partition # QK0566ITU20                                                                                                                                                                   | \$ NA                    |
| Installation of one (1) Setina EZ Lift Dual Drawer System- D2S-P1S simplex locks # TK1418ITU20                                                                                                                                                     | \$ NA                    |
| Installation of one (1) Power Distribution Unit #P5 SPS or equivalent                                                                                                                                                                              | \$ NA                    |
| Installation of one (1) OBD2 Expander Unit w/ harness #P4                                                                                                                                                                                          | \$ NA                    |
| Installation of one (1) SPS INUT Pigtail & Harness w/ Molex #2020/2020-1 SPS INUT or equivalent                                                                                                                                                    | \$ NA                    |
| Installation of one (1) 6 in 1 antenna Shark-fin black – FTD Ext. Cable # SH-IN2463                                                                                                                                                                | \$ NA                    |
| Installation of one (1) Pro-guard Skid Plate for Hybrid Battery Interceptor # SK1492ITU20                                                                                                                                                          | \$ NA                    |
| Installation of one (1) Pro-guard 2020 Interceptor SUV Skid Plate # SK47UINT20                                                                                                                                                                     | \$ NA                    |
| <b>NOT EVALUATED</b>                                                                                                                                                                                                                               | <b>Discount Off MSRP</b> |
| Provide an “Setina” complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____ | __NA__ %                 |
| Provide an “Havis” complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____  | __NA__ %                 |
| <b>PIU Hybrid Total</b>                                                                                                                                                                                                                            | <b>\$ NA</b>             |

**Table 4 CARGO VANS (Section 6)**

| Quote price to install the following partitions in a Ford Transit Medium Roof LWB (148”) Van. State brand, model, and price |                |
|-----------------------------------------------------------------------------------------------------------------------------|----------------|
| Description                                                                                                                 | Line Item Cost |
| Steel, solid with perforated window, State brand and model offered.                                                         | \$ NA          |
| Steel, with swing door and perforated window, State brand and model offered.                                                | \$ NA          |
| Aluminum, solid with tempered glass or poly window, State brand and model offered.                                          | \$ NA          |
| Aluminum, with sliding door and tempered glass or poly window, State brand and model offered.                               | \$ NA          |
| Install one (1) HAVIS Prisoner Transport Insert, P# PT-F06-120- 3, in a Ford <u>Transit</u> Medium Roof LWB (148”) Van.     | \$ NA          |
| Install the following partitions in a Ford <u>Transit Connect</u> LWB Van. State brand, model, and price.                   | \$ NA          |
| Contoured Wire Mesh. State brand and model offered.                                                                         | \$ NA          |
| Composite with clear upper section. State brand and model offered.                                                          | \$ NA          |
| Contoured Aluminum, Solid with safety glass window. State brand and model offered.                                          | \$ NA          |
| Install the following Ladder Racks on a Ford <u>Transit</u> Medium Roof LWB (148”) State brand, model and price.            | \$ NA          |



|                                                                                                                                                                                                                                                                                                                                                    |         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| Single side aluminum, gas assisted drop-down ladder rack with quick clamps for ladder.                                                                                                                                                                                                                                                             | \$ NA   |
| Double side aluminum, gas assisted drop-down ladder rack with quick clamps for ladder.                                                                                                                                                                                                                                                             | \$ NA   |
| Install the following Ladder Racks on a Ford <b>Transit Connect</b> LWB. State brand, model, and price.                                                                                                                                                                                                                                            | \$ NA   |
| Single side aluminum, gas assisted drop-down ladder rack with quick clamps for ladder.                                                                                                                                                                                                                                                             | \$ NA   |
| Double side aluminum, gas assisted drop-down ladder rack with quick clamps for ladder.                                                                                                                                                                                                                                                             | \$ NA   |
| Provide an “ <b>Adrian Steel</b> ” complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                                                                                  | __NA__% |
| Provide an “ <b>Weather Guard</b> ” complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                                                                                 | __NA__% |
| Provide a “ <b>Ranger</b> ” complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                                                                                         | __NA__% |
| Provide a complete product line for items that would benefit the City of Seattle (Other than the manufacturers noted in 5.4, 5.5, 5.6) and price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include URL to vendor website for vendor price list.<br><b>Link:</b> _____ | __NA__% |
| <b>CARGO VANS TOTAL</b>                                                                                                                                                                                                                                                                                                                            |         |
|                                                                                                                                                                                                                                                                                                                                                    | \$      |

**Table 5 PICKUP TRUCK UPFITTING (Section 7)**

| <b>Description</b>                                                                                                                                                                                                                                                   | <b>Line Item Cost</b>    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Bedliner installed in a short bed full size pickup                                                                                                                                                                                                                   | \$ NA                    |
| Bedliner installed in a long bed full size pickup                                                                                                                                                                                                                    | \$ NA                    |
| Bedliner installed in a long bed medium size pickup (Ranger or Colorado)                                                                                                                                                                                             | \$ NA                    |
| Pro-Tech Cab guards are the current standard for the city. Quote installed pricing for #57-6830-24, or equivalent, installed on a F250-450 Pick Up                                                                                                                   | \$ NA                    |
| Pro-Tech #57-6870-24, or equivalent, installed on a F150 Pick Up                                                                                                                                                                                                     | \$ NA                    |
| Option to add Pro-Tech #57-6099-SEA, or equivalent, shovel-broom holder with light mounting plate, to the cab guard                                                                                                                                                  | \$ NA                    |
| Option to add Pro-Tech #57-6038-SEA, or equivalent, light plate only to the cab guard.                                                                                                                                                                               | \$ NA                    |
| <b>NOT EVALUATED</b>                                                                                                                                                                                                                                                 | <b>Discount Off MSRP</b> |
| Provide a <b>"Pro-Tech"</b> complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____           | __NA__%                  |
| Provide a <b>"Wickum Weld"</b> , complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____      | __NA__%                  |
| Provide a <b>"Highway Products"</b> , complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____ | __NA__%                  |
| Provide a complete product line for items that would benefit the City of Seattle (Other than the                                                                                                                                                                     |                          |

|                                                                                                                                                                                                                                                                                                                |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| manufacturers mentioned above and price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                                                                     | __ NA __ %               |
| <b>Description</b>                                                                                                                                                                                                                                                                                             | <b>Line Item Cost</b>    |
| One (1) each front bumper hoop style cone holder in steel, approximately 1/4"x2" steel strap and 1/4" thick steel mounting bracket. Fasten to front bumper with minimum grade #5, 3/8" plated corrosion resistant SAE bolts, self-locking nyloc nuts with flat washers. Hoop inside diameter to be 10 inches.  | \$ NA                    |
| Two (2) each front bumper hoop style cone holder in steel, approximately 1/4"x2" steel strap and 1/4" thick steel mounting bracket. Fasten to front bumper with minimum grade #5, 3/8" plated corrosion resistant SAE bolts, self-locking nylock nuts with flat washers. Hoop inside diameter to be 10 inches. | \$ NA                    |
| <b>NOT EVALUATED</b>                                                                                                                                                                                                                                                                                           | <b>Discount Off MSRP</b> |
| Provide a " <b>Venturo Manufacturing</b> " complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                                       | NA ____ %                |
| Provide a " <b>Buyers products Snow Dogg plows</b> " complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                            | NA ____ %                |
| Provide a " <b>Buyers products Salt Dogg Spreaders</b> " complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                        | NA ____ %                |
| <b>Description</b>                                                                                                                                                                                                                                                                                             | <b>Line Item Cost</b>    |
| Installation of one (1) Pro-Tech, or equivalent, Aluminum Cross Box with gull wing doors and stainless-steel T-latches for Ford F150 pickup                                                                                                                                                                    | \$ NA                    |
| Installation of one (1) Pro-Tech, or equivalent, Aluminum Cross Box with gull wing doors and stainless-steel T-latches for Ford F250-450 pickup                                                                                                                                                                | \$ NA                    |
| Installation of one (1) Buyers Products "Dumper Dogg" Steel dump bed with headboard, and roll tarp installed in a F250-450 with 8' box                                                                                                                                                                         | \$ NA                    |
| <b>NOT EVALUATED</b>                                                                                                                                                                                                                                                                                           | <b>Discount Off MSRP</b> |
| Provide a " <b>LEER TRUCK CAPS</b> " complete product line or approved equivalent price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                     | NA ____ %                |
| <b>Description</b>                                                                                                                                                                                                                                                                                             | <b>Line Item Cost</b>    |
| Quote INNER EDGE FST, RST CORE DUO Bundle w AMP/Siren Speaker Part# CORE EDGE BDL KB 820                                                                                                                                                                                                                       | \$ NA                    |
| <b>NOT EVALUATED</b>                                                                                                                                                                                                                                                                                           | <b>Discount Off MSRP</b> |
| Provide a " <b>Havis storing and mounting products</b> " complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                        | NA ____ %                |
| Provide a " <b>Angle Armor Ballistic Panel</b> " complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.                                                      | NA ____ %                |



|                              |       |
|------------------------------|-------|
| Link: _____                  |       |
| Pickup Truck Upfitting Total | \$ NA |

**Table 6 TRUCK CAB CHASSIS UPFITTING (Section 8)**

| Toolboxes: The COS Standard is Aluminum Pro-Tech boxes (Approved equivalent boxes from other manufacturers, meeting the specs, may be substituted). List manufacturer if other than Pro-Tech). |                                     |                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------|
| Description                                                                                                                                                                                    | Manufacturer if other than Pro-Tech | Line Item Cost |
| Frame Mounted 24"W x 20"D X 20"H                                                                                                                                                               |                                     | \$ 1,550.00    |
| Frame Mounted 30"W x 20"D X 20"H                                                                                                                                                               |                                     | \$ 1,753.00    |
| Frame Mounted 36"W x 20"D X 20"H                                                                                                                                                               |                                     | \$ 1,973.00    |
| Frame Mounted 42"W x 20"D X 20"H                                                                                                                                                               |                                     | \$ 1,996.00    |
| Frame Mounted 48"W x 20"D X 20"H                                                                                                                                                               |                                     | \$ 2,045.00    |
| Deck Mounted 24"W x 20"D X 20"H                                                                                                                                                                |                                     | \$ 1,550.00    |
| Deck Mounted 30"W x 20"D X 20"H                                                                                                                                                                |                                     | \$ 1,753.00    |
| Deck Mounted 36"W x 20"D X 20"H                                                                                                                                                                |                                     | \$ 1,973.00    |
| Deck Mounted 42"W x 20"D X 20"H                                                                                                                                                                |                                     | \$ 1,996.00    |
| Deck Mounted 48"W x 20"D X 20"H                                                                                                                                                                |                                     | \$ 2,045.00    |
| Installation of "Line-X" (or Senior Automotive Engineer Approved Equivalent) silver coating on the interior of a 24" W box                                                                     |                                     | \$ 915.00      |
| Above in a 30" W box                                                                                                                                                                           |                                     | \$ 915.00      |
| Above in a 36" W box                                                                                                                                                                           |                                     | \$ 915.00      |
| Above in a 42" W box                                                                                                                                                                           |                                     | \$ 915.00      |
| Above in a 48" W box                                                                                                                                                                           |                                     | \$ 915.00      |
| Truck Cab Chassis Upfitting Total                                                                                                                                                              |                                     | \$ 23,209.00   |

**Table 7 SERVICE BODIES (Section 9)**

| Description                                                                                                                                                                                                                                                                          | Line Item Cost    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Service body installed on a 60" CA DRW cab chassis                                                                                                                                                                                                                                   | \$ 15,140.00      |
| Service body installed on a 60" CA SRW cab chassis                                                                                                                                                                                                                                   | \$ 14,830.00      |
| Line-X (or Senior Automotive Engineer approved equivalent) installed in the bed area of the service body, including the side walls, black in color.                                                                                                                                  | \$ 1,200.00       |
| Line-X (or Senior Automotive Engineer approved equivalent) installed inside of all the compartments of the service body, color to be silver.                                                                                                                                         | \$ 5,490.00       |
| NOT EVALUATED                                                                                                                                                                                                                                                                        | Discount Off MSRP |
| Provide a complete product line price list of all options for the brand/s of body/s you offer with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br>Link: _____ | NA _____%         |
| Service Bodies Total                                                                                                                                                                                                                                                                 |                   |
|                                                                                                                                                                                                                                                                                      | \$ 36,660.00      |

**Table 8 FLATBED: HEADBOARD OF DECK (Section 10)**

| Description                                                                                               | Line Item Cost |
|-----------------------------------------------------------------------------------------------------------|----------------|
| Per specifications for the following length of flatbed approximately 96" Wide X 96" Long.                 | \$ NA          |
| Per specifications for the following length of flatbed approximately 96" Wide X 120" Long.                | \$ NA          |
| Per specifications for the following length of flatbed approximately 96" Wide X 144" Long.                | \$ NA          |
| Four (4) evenly spaced stake pockets shall be tapered to accept 3" x 1.5" aluminum channel stakes.        | \$ NA          |
| Five (5) evenly spaced 1,000 lb. capacity "D" rings underbody, both sides.                                | \$ NA          |
| No. 1 fir sideboards and tailboard mounted to 3" x 1.5" aluminum channel stakes. Side board size is to be | \$ NA          |

|                                                                                                |       |
|------------------------------------------------------------------------------------------------|-------|
| approximately 2" x 8". Sideboards shall have vertical angles at rear to accommodate tailboard. |       |
| Quote Curbside rear corner reinforced to accept crane rated at 1,500 lb. capacity.             | \$ NA |
| <b>Flatbed: Headboard of Deck Total</b>                                                        | \$ NA |

**Table 9 LIGHT DUTY 2-3 CUBIC YARD DUMP BODIES (Section 11)**

| Description                                                                                                                                                                                                                                                                  | Line Item Cost       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Dump body installed for an eight (8) foot body.                                                                                                                                                                                                                              | \$ NA                |
| Dump body installed for a nine (9) foot body.                                                                                                                                                                                                                                | \$ 30,767            |
| Dump body installed for a ten (10) foot body.                                                                                                                                                                                                                                | \$ NA                |
| Dump body installed for an eleven (11) foot body.                                                                                                                                                                                                                            | \$ 31,275.00         |
| Dump body installed for a twelve (12) foot body.                                                                                                                                                                                                                             | \$ 31,406.00         |
| Manual pull tarp system.                                                                                                                                                                                                                                                     | \$ 2,853.00          |
| Tip down aluminum sides.                                                                                                                                                                                                                                                     | \$ 4,749.00          |
| Two (2) material spreader doors incorporated into the tailgate. Doors shall be a rotating convex style door with a twelve (12) inch long handle and a minimum one (1) inch diameter round hand grip. Material doors shall be approximately 12 inches wide by 10 inches tall. | \$ 1,688.00          |
| <b>Light Duty 2-3 Cubic Yard Dump Bodies Total</b>                                                                                                                                                                                                                           | <b>\$ 102,738.00</b> |

**Table 10 LIFTGATES (Section 12)**

| NOT EVALUATED                                                                                                                                                                                                           | Discount Off MSRP |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Provide a "Tommy Gate" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc. Include link to vendor website for vendor price list.<br>Link: _____ | NA %              |

**Table 11 7-YARD DUMP BODY (Section 13)**

| Installation and parts for two (2) material spreader doors incorporated into the tailgate. Doors shall be a rotating convex style door with a twelve (12) inch long handle and a minimum one (1) inch diameter round hand grip. Material doors shall be approximately 12 inches wide by 10 inches tall. | \$ 1,700.00       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Installation and parts for two (2) aluminum toolboxes, one (1) on each side, approx. 18"x18"x36", doors open up, with gas struts Line-X silver.                                                                                                                                                         | \$ 6,200.00       |
| Installation and parts for one (2) frame mounted cone holders on the front bumper that tilt down gaining room to open hood.                                                                                                                                                                             | \$ 843.00         |
| Installation and parts for one (1) electric brake controller dash mounted within reach of driver.                                                                                                                                                                                                       | \$ 1,150.00       |
| Installation and parts for one (1) air pintle hitch. See attachment #3                                                                                                                                                                                                                                  | \$ 4,200.00       |
| Installation and parts for one (1) roll-Rite electric dump bed tarp system.                                                                                                                                                                                                                             | \$ 5,914.00       |
| NOT EVALUATED                                                                                                                                                                                                                                                                                           | Discount Off MSRP |
| Provide a "Vulcan Scales" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br>Link: _____                                                       | NA %              |
| Provide a "Buyer's Salt Spreader" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br>Link: _____                                               | NA %              |
| Provide a "Henke snowplow/spreader" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br>Link: _____                                             | NA %              |



|  |                               |              |
|--|-------------------------------|--------------|
|  | <b>7-Yard Dump Body Total</b> | \$ 94,783.00 |
|--|-------------------------------|--------------|

**Table 12 12-YARD DUMP BODY (Section 14)**

|                                                                                                                                                                                                                                                                                                         |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>NOT EVALUATED</b>                                                                                                                                                                                                                                                                                    | <b>Discount Off MSRP</b> |
| Provide a <b>"ProTech"</b> complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                                               | NA _____%                |
| Provide a <b>"Vulcan Scales"</b> complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                                         | NA _____%                |
| Provide a <b>"Certified Hydraulic Controls"</b> complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                          | NA _____%                |
| Provide a <b>"Buyer's Salt Spreader"</b> complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                                 | NA _____%                |
| Provide a <b>"Henke snowplow/spreader"</b> complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                               | NA _____%                |
| Installation and parts for one (1) roll-Rite electric dump bed tarp system.                                                                                                                                                                                                                             | \$ 5,914.00              |
| Installation and parts for two (2) material spreader doors incorporated into the tailgate. Doors shall be a rotating convex style door with a twelve (12) inch long handle and a minimum one (1) inch diameter round hand grip. Material doors shall be approximately 12 inches wide by 10 inches tall. | \$ 1,700.00              |
| Installation and parts for one (1) electric brake controller dash mounted within reach of driver.                                                                                                                                                                                                       | \$1,150.00               |
| <b>12-Yard Dump Body Total</b>                                                                                                                                                                                                                                                                          | <b>\$135,650.50</b>      |

**Table 13 TRAILER ELECTRICAL INTERFACE (Section 15)**

|                                                                                                                                                                                                                                                                                                                                                                                                                            |              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Installation on Vehicle Configuration called out in section 15 (Typically, the charging circuit is OEM fuse powered)                                                                                                                                                                                                                                                                                                       | \$ NA        |
| Installation on Vehicle Configuration in section 15. This class in most cases will require a 20 AMP auto reset circuit breaker mounted as close to the battery as possible. The charging system will be ignition activated via a "Cole Hersee" # 24143 12V, Blue Sea systems Auto Charge Relay P# 7622 or Senior Automotive Engineer Approved Equal) constant duty isolation relay. See drawing included in attachment #1. | \$ NA        |
| <b>Trailer Electrical Interface Total</b>                                                                                                                                                                                                                                                                                                                                                                                  | <b>\$ NA</b> |

**Table 14 WINCH (Section 16)**

|                                                                                                                                                                                                                                                                                  |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Warn 12,000 lb winch with hidden bumper kit, including 4 roller fairleads, installed on a Ford F250-550.                                                                                                                                                                         | \$ NA                    |
| <b>NOT EVALUATED</b>                                                                                                                                                                                                                                                             | <b>Discount Off MSRP</b> |
| Provide a <b>"Warn Industrial Electric Winch"</b> complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____ | NA _____%                |
| <b>Winch Total</b>                                                                                                                                                                                                                                                               | <b>\$ NA</b>             |

**Table 15 SOURCED GOODS OR OPEN MARKET ITEMS (Section 17)**

| NOT EVALUATED                                                                                                                                                                                                                                                                  | Discount Off MSRP           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" or "nonstandard options". For example: you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | Quote Supplied Upon Request |

**Table 16 HYDRAULIC RESERVOIR (Section 19)**

|                                                                                                                                                                                                                                                                                                                                                               |              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| An alternative spin on style return filter may be used. The filter head shall be mounted on a dedicated mounting bracket and positioned in such a way that it is protected from damage but accessible for maintenance. Filters hanging off the tank via a pipe nipple are not acceptable. List price increase/deduction for a spin on style filtration system | \$ NA        |
| Build reservoir/s per reference drawing in attachment #2. 20 gallon steel                                                                                                                                                                                                                                                                                     | \$ NA        |
| Build reservoir/s per reference drawing in attachment #2. 20 gallon Aluminum                                                                                                                                                                                                                                                                                  | \$ NA        |
| Build reservoir/s per reference drawing in attachment #2. 30 gallon steel                                                                                                                                                                                                                                                                                     | \$ NA        |
| Build reservoir/s per reference drawing in attachment #2. 30 gallon Aluminum                                                                                                                                                                                                                                                                                  | \$ NA        |
| Build reservoir/s per reference drawing in attachment #2. 40 gallon steel                                                                                                                                                                                                                                                                                     | \$ NA        |
| Build reservoir/s per reference drawing in attachment #2. 40 gallon Aluminum                                                                                                                                                                                                                                                                                  | \$ NA        |
| Build reservoir/s per reference drawing in attachment #2. 50 gallon steel                                                                                                                                                                                                                                                                                     | \$ NA        |
| Build reservoir/s per reference drawing in attachment #2. 50 gallon Aluminum                                                                                                                                                                                                                                                                                  | \$ NA        |
| <b>Hydraulic Reservoir Total</b>                                                                                                                                                                                                                                                                                                                              | <b>\$ NA</b> |

**Table 17 PAINT (Section 21)**

| Paint system used by your company                                                                                                  | Paint System Description                            |
|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| Information shall include the brand and process name if available. For example: Sherwin Williams Genesis M G2 Single Stage System. | <b>Axalta Coating Systems (Dupont) Single Stage</b> |

**Table 18 WARRANTY (Section 23)**

|                                    |                         |
|------------------------------------|-------------------------|
| Current Labor Rate (Not evaluated) | \$_130.00__ Per an hour |
|------------------------------------|-------------------------|

**Table 19 PRODUCT SUPPORTABILITY**

|                                                                                                  |                                                                                                              |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| This contract shall extend to repair parts and service.                                          | <b>Not Evaluated</b>                                                                                         |
| State the approximate value of parts inventory carried for the offered product at this facility. | 3.5 Million                                                                                                  |
| State the current labor rate at your service facility.                                           |                                                                                                              |
| State the operating hours of your service facility                                               | M-F: 7-4<br>Sat: NA<br>Sun: NA                                                                               |
| State any additional details on how you intend to support your product proposed.                 |                                                                                                              |
| What are your parts order desk hours all business days except for City Holidays?                 | M-F: 7-4<br>Sat: NA<br>Sun: NA                                                                               |
| Can you deliver stock parts to City shops same day or within 1 day after City's initial call?    | Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/><br>(if, No, how soon can you deliver?) |



**Table 20 OPTIONAL ITEMS**

|                                                                                                                                               |                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Bidders are encouraged to offer options in their bid. Cost differences and alternatives should be detailed and completely defined on the bid. | <b>Not Evaluated</b>  |
| <b>Description</b>                                                                                                                            | <b>Line Item Cost</b> |
|                                                                                                                                               | \$                    |
|                                                                                                                                               | \$                    |
|                                                                                                                                               | \$                    |
|                                                                                                                                               | \$                    |
|                                                                                                                                               | \$                    |
|                                                                                                                                               | \$                    |
|                                                                                                                                               | \$                    |
|                                                                                                                                               | \$                    |
|                                                                                                                                               | \$                    |
|                                                                                                                                               | \$                    |

**Additional Notes:**

- Do not mark, write-in or add any exceptions to the specifications, schedule, terms or conditions. Do not attach alternative boilerplate. Any such exceptions can invalidate your Offer and the Buyer can reject your Bid.
- If you make an error in typing your prices or any corrections to your Offer Submittal, you may mark it in ink and initial the correction. If it is not marked in ink and or it is not initialed, the Buyer may reject your bid. Do not use whiteout.
- Price Changes in future contract years shall be in accordance with the Terms and Conditions. Wholesale and mark-up discount rates will not change through the life of the contract. Other price changes are restricted to the specifications stated in the solicitation and the contract.
- Prompt Payment Discount:   NA  %   NA   days. Note: Prompt payment discount periods equal to or greater than 10 calendar days will receive consideration and bid pricing will be reduced for evaluation by the amount of that discount.
- Interlocal Agreement: The City of Seattle has entered into Interlocal Agreements with other governmental agencies pursuant to RCW 39.34, in lieu of those agencies conducting a separate competitive bid. Does Vendor agree to provide this product or service to such agencies?  
YES   X   NO
- Specify if the Business is located within the Seattle City Limits: Businesses located and licensed within the Seattle City limits are eligible for Seattle tax consideration for purposes of calculation of low bid. This shall be equivalent to a reduction of the cost for purposes of bid evaluation only, of .019.  
YES        NO   X
- All invoices shall be marked with the Purchase Order number for such work. A copy of the purchase order shall accompany each invoice delivered with each individual vehicle regardless of how many vehicle line items are on the purchase order.

By submitting this Bid, Vendor has read and understands the entire Invitation to Bid and agrees to comply with its terms and conditions.



VENDOR: \_\_\_\_\_  
(Name) (Phone)  
FAX: \_\_\_\_\_ EMAIL \_\_\_\_\_  
NAME: Jay L. DeNoma President / GM  
(Print) (Title)

I have read and understand the above specifications

SIGNATURE: Jay L. DeNoma  
DATE: 12/2/2021



**CITY OF SEATTLE INVOICE ADDRESS GUIDE**

**NOTE:** Please Email INVOICES to the Email Address of Accounts Payable Section of the Ordering Department.

| DEPARTMENT                              | ACCOUNTS PAYABLE CONTACT    | EMAIL                                                                                                                                                                          | PHONE/FAX                                                                        |
|-----------------------------------------|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Arts & Cultural Affairs, Office of      | Sheila Moss                 | <a href="mailto:sheila.moss@seattle.gov">sheila.moss@seattle.gov</a>                                                                                                           | 206-233-7016 Phone<br>206-684-7172 Fax                                           |
| City Auditor, Office of                 | Rhonda Lyon                 | <a href="mailto:rhonda.lyon@seattle.gov">rhonda.lyon@seattle.gov</a>                                                                                                           | 206-733-9236 Phone                                                               |
| City Light                              | Lisa Shelton                | Invoices: <a href="mailto:SCL_APIInvoice@Seattle.gov">SCL_APIInvoice@Seattle.gov</a><br>Statements: <a href="mailto:SCL_Statements@Seattle.gov">SCL_Statements@Seattle.gov</a> | 206-684-3563 Phone                                                               |
| Civil Rights, Seattle Office for        | Latrice Ybarra              | <a href="mailto:latrice.ybarra@seattle.gov">latrice.ybarra@seattle.gov</a>                                                                                                     | 206-684-4539 Phone<br>206-684-0332 Fax                                           |
| Economic Development, Office of         | Suching Luu<br>Mei Ling Wu  | <a href="mailto:suching.luu@seattle.gov">suching.luu@seattle.gov</a><br><a href="mailto:meiling.wu@seattle.gov">meiling.wu@seattle.gov</a>                                     | 206-684-7391 Suching's Phone<br>206-233-3868 MeiLing's Phone<br>206-684-0379 Fax |
| Education and Early Learning, Dept. of  | Nga Nguyen<br>David Liang   | <a href="mailto:nga.nguyen@seattle.gov">nga.nguyen@seattle.gov</a><br><a href="mailto:david.liang@seattle.gov">david.liang@seattle.gov</a>                                     | 206-615-0580 Nga's Phone<br>206-233-2686 David's Phone                           |
| Ethics & Elections Commission           | Rene LeBeau                 | <a href="mailto:rene.lebeau@seattle.gov">rene.lebeau@seattle.gov</a>                                                                                                           | 206-615-0091 Phone<br>206-684-8590 Fax                                           |
| Finance & Administrative Services, Dept | Deborah Brookbank           | <a href="mailto:deborah.brookbank@seattle.gov">deborah.brookbank@seattle.gov</a><br><a href="mailto:fas_abs_ap_po@seattle.gov">fas_abs_ap_po@seattle.gov</a>                   | 206-684-0333 Phone                                                               |
| Fire Department                         | Sheila M Kelly<br>Vuen Pahn | <a href="mailto:sheilam.kelly@seattle.gov">sheilam.kelly@seattle.gov</a><br><a href="mailto:vuen.pahn@seattle.gov">vuen.pahn@seattle.gov</a>                                   | 206-386-1461 Phone<br>206-386-1442 Phone<br>206-233-2755 Fax                     |
| Hearing Examiner, Office of             | Deborah Brookbank           | <a href="mailto:deborah.brookbank@seattle.gov">deborah.brookbank@seattle.gov</a><br><a href="mailto:fas_abs_ap_po@seattle.gov">fas_abs_ap_po@seattle.gov</a>                   | 206-684-0333 Phone                                                               |
| Housing, Office of                      | Blanche Carvalho            | <a href="mailto:blanche.carvalho@seattle.gov">blanche.carvalho@seattle.gov</a>                                                                                                 | 206-684-5524 Phone<br>206-233-7117 Fax                                           |
| Human Services                          | Josie Limos                 | <a href="mailto:josie.limos@seattle.gov">josie.limos@seattle.gov</a>                                                                                                           | 206-684-0307Phone<br>206-621-5021 Fax                                            |
| Information Technology, Dept. of        | Jessica Nasa                | <a href="mailto:jessica.nasa@seattle.gov">jessica.nasa@seattle.gov</a>                                                                                                         | 206-684-0482<br>206-684-0911 Fax                                                 |
| Law                                     | Jani Bryant                 | <a href="mailto:jani.bryant@seattle.gov">jani.bryant@seattle.gov</a>                                                                                                           | 206-233-0095 Phone<br>206-684-8284 Fax                                           |
| Legislative                             | Maria Rosas                 | <a href="mailto:maria.rosas@seattle.gov">maria.rosas@seattle.gov</a>                                                                                                           | 206-684-8144 Phone<br>206-386-9025 Fax                                           |
| Library, Seattle Public                 | Josie Williams              | <a href="mailto:josie.williams@spl.org">josie.williams@spl.org</a>                                                                                                             | 206-386-4117 Phone<br>206-386-4108 Fax                                           |
| Municipal Court of Seattle              | Terri (Theresa) Flores      | <a href="mailto:theresa.flores@seattle.gov">theresa.flores@seattle.gov</a>                                                                                                     | 206-684-5659 Phone<br>206-733-9357 Fax                                           |

**\*\* See page 2 for additional departments \*\***

| DEPARTMENT                                                          | ACCOUNTS PAYABLE CONTACT            | EMAIL                                                                                                                                                          | PHONE/FAX                                                                         |
|---------------------------------------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Neighborhoods, Dept. of                                             | Cindy Bucoy                         | <a href="mailto:cindy.bucoy@seattle.gov">cindy.bucoy@seattle.gov</a>                                                                                           | 206-684-5760 Cindy's Phone<br>206-233-5142 Fax                                    |
| Parks & Recreation                                                  | Rose Lu<br>Ivy Lo                   | <a href="mailto:rose.lu@seattle.gov">rose.lu@seattle.gov</a><br><a href="mailto:ivy.lo@seattle.gov">ivy.lo@seattle.gov</a>                                     | 206-733-9129 Rose's Phone<br>206-684-7357 Ivy's Phone<br>206-684-7285 Fax         |
| Seattle Dept. of Human Resources (SDHR)                             | Kimberly Breland                    | <a href="mailto:kimberly.breland@seattle.gov">kimberly.breland@seattle.gov</a>                                                                                 | 206-684-7349<br>206-470-6885 Fax                                                  |
| Planning & Community Development, Office of                         | Melissa Lawrie                      | <a href="mailto:melissa.lawrie@seattle.gov">melissa.lawrie@seattle.gov</a>                                                                                     | 206-615-0778 Phone<br>206-733-9070 Fax                                            |
| Police                                                              | Nitaya Kambhiranond                 | <a href="mailto:nitaya.kambhiranond@seattle.gov">nitaya.kambhiranond@seattle.gov</a>                                                                           | 206-684-8779 Phone<br>206-233-7207 Fax                                            |
| Police Pension                                                      | Stephanie Coleman<br>Janice Brandes | <a href="mailto:stephanie.coleman@seattle.gov">stephanie.coleman@seattle.gov</a><br><a href="mailto:janice.brandes@seattle.gov">janice.brandes@seattle.gov</a> | 206-386-1287 Stephanie's Phone<br>206-386-1286 Janice's Phone<br>206-386-9075 Fax |
| Civil Service Commission and Public Safety Civil Service Commission | Teresa Jacobs                       | <a href="mailto:teresa.jacobs@seattle.gov">teresa.jacobs@seattle.gov</a>                                                                                       | 206-386-1301 Teresa's Phone<br>206-684-0755 Fax                                   |
| Retirement System                                                   | Michiko Togashi                     | <a href="mailto:michiko.togashi@seattle.gov">michiko.togashi@seattle.gov</a>                                                                                   | 206-615-14440 Phone<br>206-386-1506 Fax                                           |
| Seattle Center                                                      | Vincent DiGianni                    | <a href="mailto:vincent.digianni@seattle.gov">vincent.digianni@seattle.gov</a>                                                                                 | 206-684-7145 Phone<br>206-615-0327 Fax                                            |
| SDCI – Seattle Department of Construction & Inspections             | Povvi Khuon<br>Sue Lei              | <a href="mailto:sdci_accounts_payable@seattle.gov">sdci_accounts_payable@seattle.gov</a>                                                                       | 206-615-1701 Povvi's Phone<br>206-233-7918 Sue's Phone<br>206-386-0095 Fax        |
| Seattle Public Utilities                                            | Sharon Gill                         | <a href="mailto:sharon.gill@seattle.gov">sharon.gill@seattle.gov</a><br><a href="mailto:spuacctspayable@seattle.gov">spuacctspayable@seattle.gov</a>           | 206-233-7169 Phone<br>206-386-4033 Fax                                            |
| Transportation, Seattle Dept. of                                    | Lena Takemoto                       | <a href="mailto:lena.takemoto@seattle.gov">lena.takemoto@seattle.gov</a><br><a href="mailto:sdotap@seattle.gov">sdotap@seattle.gov</a>                         | 206-615-1285 Phone<br>206-233-3887 Fax                                            |



**ITB# 5432 Installation of Custom Bodies and Miscellaneous Auxiliary Equipment on City of Seattle Supplied Vehicles**

**BID OFFER SHEET**

**QUOTE REQUIREMENTS and NOTES:**

- Pricing shall include parts and installation for every line as specified in the Scope of Work
- All pricing shall include installation, misc. parts, bolts, wiring, connectors etc. unless otherwise noted in the specifications.
  - All equipment and components necessary for operation and normally supplied shall be included, even if not called out in the specifications.
- It is MANDATORY that you provide a Unit Price.
- The bid prices shall include and cover all duties, handling and transportation charges and all charges incidental to the requested work excluding Sales Tax or Use Tax. Offer shall agree to all City contract Terms and Conditions without exception.
- **Section numbers** correspond to Scope of Work document
- Bidders may bid on one or more sections (tables). Contracts will be awarded by section to bidders which comply with the section. Bidders may be awarded a contract spanning multiple sections if/when applicable.

**Table 1 LIGHT BARS & AUXILIARY LIGHTING (Section 3)**

| Description                                                                                                                                                                                                                                                                                                                                                                       | Line Item Cost           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Install one (1) Federal Signal 53 Allegiant light bar #ALG53Z-AMBR3H6C with front and rear "DUAL" Signal Master traffic control. Price shall include #660000 controller mounted in the cab. Exact in cab controller mounting locations will need to be determined on an individual vehicle installation basis. Installed on top of a Pro Tech cab guard (guard cost not included) | \$ NA                    |
| Install one (1) Federal Signal 53 Allegiant light bar #ALG53Z-AMBR3H6C with front and rear "DUAL" Signal Master traffic control. Price shall include #660000 controller mounted in the cab. Exact in cab controller mounting locations will need to be determined on an individual vehicle installation basis. Installed on top of the truck cab in lieu of cab guard mounting.   | \$ NA                    |
| Install one (1) "Federal Signal" Highlighter LED 454101HL-02 light centered on Pro-Tech cab guard to include the required wiring to the factory supplied up fitter switch.                                                                                                                                                                                                        | \$ NA                    |
| Price "MAXXIMA" work light wired to factory up fitter switch. One (1) ea. P# MWL- 20 LED clear flood work light installed on cab guard.                                                                                                                                                                                                                                           | \$ NA                    |
| Price "MAXXIMA" work lights wired to factory up fitter switch. Two (2) ea. P# MWL-20 LED clear flood work light installed on cab guard.                                                                                                                                                                                                                                           | \$ NA                    |
| Price for the following (PARTS ONLY):                                                                                                                                                                                                                                                                                                                                             |                          |
| • Whelen Liberty II Light Bar P# IJ8DDDD                                                                                                                                                                                                                                                                                                                                          | \$ NA                    |
| • One (1) GTT Opticom P# 795H                                                                                                                                                                                                                                                                                                                                                     | \$ NA                    |
| • One (1) Core Controller P# CCSRNT5 ARGES1, 5-degree Spotlight P# Arges1 mounted on driver's side fender.                                                                                                                                                                                                                                                                        | \$ NA                    |
| Price one (1) Go-Light Wireless Remote - 79004 (white), mounted on cab.                                                                                                                                                                                                                                                                                                           | \$ NA                    |
| <b>NOT EVALUATED</b>                                                                                                                                                                                                                                                                                                                                                              | <b>Discount Off MSRP</b> |
| Provide a complete "Federal Signal" Emergency lighting (Amber) product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only – No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                                                                                            | NA _____%                |
| Provide a complete "Whelen Engineering" Emergency lighting (Amber) product line price list with                                                                                                                                                                                                                                                                                   |                          |

|                                                                                                                                                                                                                                                                                              |           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only – No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                                                                                                   | NA ____%  |
| Provide a complete “Whelen Engineering” Emergency lighting (Red/Blue) product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) Parts Only – No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____ | NA ____%  |
| Provide a complete “Superior Signals” Emergency lighting (Amber) product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only – No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____     | NA ____%  |
| Provide “Hella” Emergency lighting (red/blue) product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only – No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                        | NA ____%  |
| <b>Light Bars &amp; Auxiliary Lighting Total</b>                                                                                                                                                                                                                                             | <b>\$</b> |

**Table 2 MISCELLANEOUS ELECTRICAL (Section 4)**

| Description                                                                                                                                                                                                                                                                                                                                 | Line Item Cost |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| ECCO EA9070 Backup alarm installed.                                                                                                                                                                                                                                                                                                         | \$ NA          |
| ECCO EA9724 Backup alarm installed.                                                                                                                                                                                                                                                                                                         | \$ NA          |
| Auxiliary battery -One (1) 750 CCA, 12 Volt, AGM Dry cell battery installed, Optima 8014-045 (D34/78) Yellow Top or Senior Automotive Engineer approved equivalent. Price to install per attached electrical standards with the auxiliary charge system (Price shall include the Blue Sea Systems ACR P#7622) See attachment #1.            | \$ NA          |
| Auxiliary batteries -Two (2) 750 CCA, 12 Volt, AGM Dry cell batteries installed, Optima 8014-045 (D34/78) Optima Yellow Top or Senior Automotive Engineer approved equivalent. Price to install per attached electrical standards with the auxiliary charge system (Price shall include the Blue Sea Systems ACR P#7622) See attachment #1. | \$ NA          |
| Auxiliary battery -One (1) 900 CCA, 12 Volt, AGM Dry cell battery installed, Optima 8050-160 (D31T) Yellow Top or Senior Automotive Engineer approved equivalent. Price to install per attached electrical standards with the auxiliary charge system (Price shall include the Blue Sea Systems ACR P#7622) See attachment #1.              | \$ NA          |
| Auxiliary batteries -Two (2) 750 CCA, 12 Volt, AGM Dry cell batteries installed, Optima 8050-160 (D31T) Yellow Top or Senior Automotive Engineer approved equivalent. Price to install per attached electrical standards with the auxiliary charge system (Price shall include the Blue Sea Systems ACR P#7622) See attachment #1.          | \$ NA          |
| Install one (1) Flaming River master battery disconnect switch FR1005 (or Senior Automotive Engineer approved equivalent) installed at or near the battery box, wired to the auxiliary battery/s. Location shall be Senior Automotive Engineer Approved.                                                                                    | \$ NA          |
| Install two (2) Flaming River, master battery disconnect switches FR1005 (or Senior Automotive Engineer approved equivalent) installed at or near the battery box, wired to the chassis and auxiliary battery/s. Location shall be Senior Automotive Engineer Approved.                                                                     | \$ NA          |
| <b>Miscellaneous Electrical Total</b>                                                                                                                                                                                                                                                                                                       | <b>\$ NA</b>   |

**Table 3 FORD PIU HYBRID (Section 5)**

| Description                                                                                                                                                                                                                  | Line Item Cost |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Installation of Whelen Duo Legacy Lightbar with traffic advisor. Also include in quote/ package: <ul style="list-style-type: none"> <li>• ½ Green LED's on each side of light bar to indicate engine off, key on.</li> </ul> | \$ NA          |



|                                                                                                                                                                                                                                                    |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <ul style="list-style-type: none"> <li>Carbide Siren CCSRN5</li> <li>Install Kit # CC5K1</li> <li>Rotary Knob Siren Control Head # CANCTL6</li> </ul>                                                                                              |                          |
| Installation of Whelen expansion module# CANEM16                                                                                                                                                                                                   | \$ NA                    |
| Installation of Whelen 100W Siren Speaker # SA315P and universal mount # SAK1                                                                                                                                                                      | \$ NA                    |
| Installation of one (1) Whelen Stud Mount Micron LED (Blue) #MCRNTB and one (1) Whelen Stud Mount Micron LED (Red) #MCRNTR                                                                                                                         | \$ NA                    |
| Installation of three (3) WHELEN- Vertex - LED – Blue #VTX609B                                                                                                                                                                                     | \$ NA                    |
| Installation of one (1) Vertex Hide-A-Way LED, Red #VTX609R                                                                                                                                                                                        | \$ NA                    |
| Installation of one (1) Havis Angled Ford PIU Console Solution with motion #PKG-SPS-2020A or equivalent                                                                                                                                            | \$ NA                    |
| Installation of one (1) Setina Lighted Push Bumper Front DUO Side DUO # BK2019ITU20PB9 with Fender Protector Wraps Utility PB9 # FK0402ITU20                                                                                                       | \$ NA                    |
| Installation of one (1) Setina #10 VS C RP Coated Poly Partition Tall w/ SCA 2020 #                                                                                                                                                                | \$ NA                    |
| Installation of one (1) Black Rack Dual T-Rail Rifle Rack Assembly with 1 1080E #GK11191B1SSSCA                                                                                                                                                    | \$ NA                    |
| Installation of one (1) Setina Steel Window Barrier # WK0514ITU20                                                                                                                                                                                  | \$ NA                    |
| Installation of one (1) Setina Full Hard Seat w/#12 Poly Partition # QK0566ITU20                                                                                                                                                                   | \$ NA                    |
| Installation of one (1) Setina EZ Lift Dual Drawer System- D2S-P1S simplex locks # TK1418ITU20                                                                                                                                                     | \$ NA                    |
| Installation of one (1) Power Distribution Unit #P5 SPS or equivalent                                                                                                                                                                              | \$ NA                    |
| Installation of one (1) OBD2 Expander Unit w/ harness #P4                                                                                                                                                                                          | \$ NA                    |
| Installation of one (1) SPS INUT Pigtail & Harness w/ Molex #2020/2020-1 SPS INUT or equivalent                                                                                                                                                    | \$ NA                    |
| Installation of one (1) 6 in 1 antenna Shark-fin black – FTD Ext. Cable # SH-IN2463                                                                                                                                                                | \$ NA                    |
| Installation of one (1) Pro-guard Skid Plate for Hybrid Battery Interceptor # SK1492ITU20                                                                                                                                                          | \$ NA                    |
| Installation of one (1) Pro-guard 2020 Interceptor SUV Skid Plate # SK47UINT20                                                                                                                                                                     | \$ NA                    |
| <b>NOT EVALUATED</b>                                                                                                                                                                                                                               | <b>Discount Off MSRP</b> |
| Provide an “Setina” complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____ | __NA__ %                 |
| Provide an “Havis” complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____  | __NA__ %                 |
| <b>PIU Hybrid Total</b>                                                                                                                                                                                                                            | <b>\$ NA</b>             |

**Table 4 CARGO VANS (Section 6)**

| Quote price to install the following partitions in a Ford Transit Medium Roof LWB (148”) Van. State brand, model, and price |                |
|-----------------------------------------------------------------------------------------------------------------------------|----------------|
| Description                                                                                                                 | Line Item Cost |
| Steel, solid with perforated window, State brand and model offered.                                                         | \$ NA          |
| Steel, with swing door and perforated window, State brand and model offered.                                                | \$ NA          |
| Aluminum, solid with tempered glass or poly window, State brand and model offered.                                          | \$ NA          |
| Aluminum, with sliding door and tempered glass or poly window, State brand and model offered.                               | \$ NA          |
| Install one (1) HAVIS Prisoner Transport Insert, P# PT-F06-120- 3, in a Ford <u>Transit</u> Medium Roof LWB (148”) Van.     | \$ NA          |
| Install the following partitions in a Ford <u>Transit Connect</u> LWB Van. State brand, model, and price.                   | \$ NA          |
| Contoured Wire Mesh. State brand and model offered.                                                                         | \$ NA          |
| Composite with clear upper section. State brand and model offered.                                                          | \$ NA          |
| Contoured Aluminum, Solid with safety glass window. State brand and model offered.                                          | \$ NA          |
| Install the following Ladder Racks on a Ford <u>Transit</u> Medium Roof LWB (148”) State brand, model and price.            | \$ NA          |



|                                                                                                                                                                                                                                                                                                                                                    |         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| Single side aluminum, gas assisted drop-down ladder rack with quick clamps for ladder.                                                                                                                                                                                                                                                             | \$ NA   |
| Double side aluminum, gas assisted drop-down ladder rack with quick clamps for ladder.                                                                                                                                                                                                                                                             | \$ NA   |
| Install the following Ladder Racks on a Ford <b>Transit Connect</b> LWB. State brand, model, and price.                                                                                                                                                                                                                                            | \$ NA   |
| Single side aluminum, gas assisted drop-down ladder rack with quick clamps for ladder.                                                                                                                                                                                                                                                             | \$ NA   |
| Double side aluminum, gas assisted drop-down ladder rack with quick clamps for ladder.                                                                                                                                                                                                                                                             | \$ NA   |
| Provide an “ <b>Adrian Steel</b> ” complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                                                                                  | __NA__% |
| Provide an “ <b>Weather Guard</b> ” complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                                                                                 | __NA__% |
| Provide a “ <b>Ranger</b> ” complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                                                                                         | __NA__% |
| Provide a complete product line for items that would benefit the City of Seattle (Other than the manufacturers noted in 5.4, 5.5, 5.6) and price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include URL to vendor website for vendor price list.<br><b>Link:</b> _____ | __NA__% |
| <b>CARGO VANS TOTAL</b>                                                                                                                                                                                                                                                                                                                            |         |
|                                                                                                                                                                                                                                                                                                                                                    | \$      |

**Table 5 PICKUP TRUCK UPFITTING (Section 7)**

| <b>Description</b>                                                                                                                                                                                                                                                   | <b>Line Item Cost</b>    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Bedliner installed in a short bed full size pickup                                                                                                                                                                                                                   | \$ NA                    |
| Bedliner installed in a long bed full size pickup                                                                                                                                                                                                                    | \$ NA                    |
| Bedliner installed in a long bed medium size pickup (Ranger or Colorado)                                                                                                                                                                                             | \$ NA                    |
| Pro-Tech Cab guards are the current standard for the city. Quote installed pricing for #57-6830-24, or equivalent, installed on a F250-450 Pick Up                                                                                                                   | \$ NA                    |
| Pro-Tech #57-6870-24, or equivalent, installed on a F150 Pick Up                                                                                                                                                                                                     | \$ NA                    |
| Option to add Pro-Tech #57-6099-SEA, or equivalent, shovel-broom holder with light mounting plate, to the cab guard                                                                                                                                                  | \$ NA                    |
| Option to add Pro-Tech #57-6038-SEA, or equivalent, light plate only to the cab guard.                                                                                                                                                                               | \$ NA                    |
| <b>NOT EVALUATED</b>                                                                                                                                                                                                                                                 | <b>Discount Off MSRP</b> |
| Provide a <b>"Pro-Tech"</b> complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____           | __NA__%                  |
| Provide a <b>"Wickum Weld"</b> , complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____      | __NA__%                  |
| Provide a <b>"Highway Products"</b> , complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____ | __NA__%                  |
| Provide a complete product line for items that would benefit the City of Seattle (Other than the                                                                                                                                                                     |                          |

|                                                                                                                                                                                                                                                                                                                |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| manufacturers mentioned above and price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                                                                     | __NA__%                  |
| <b>Description</b>                                                                                                                                                                                                                                                                                             | <b>Line Item Cost</b>    |
| One (1) each front bumper hoop style cone holder in steel, approximately 1/4"x2" steel strap and 1/4" thick steel mounting bracket. Fasten to front bumper with minimum grade #5, 3/8" plated corrosion resistant SAE bolts, self-locking nyloc nuts with flat washers. Hoop inside diameter to be 10 inches.  | \$ NA                    |
| Two (2) each front bumper hoop style cone holder in steel, approximately 1/4"x2" steel strap and 1/4" thick steel mounting bracket. Fasten to front bumper with minimum grade #5, 3/8" plated corrosion resistant SAE bolts, self-locking nylock nuts with flat washers. Hoop inside diameter to be 10 inches. | \$ NA                    |
| <b>NOT EVALUATED</b>                                                                                                                                                                                                                                                                                           | <b>Discount Off MSRP</b> |
| Provide a " <b>Venturo Manufacturing</b> " complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                                       | NA____%                  |
| Provide a " <b>Buyers products Snow Dogg plows</b> " complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                            | NA____%                  |
| Provide a " <b>Buyers products Salt Dogg Spreaders</b> " complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                        | NA____%                  |
| <b>Description</b>                                                                                                                                                                                                                                                                                             | <b>Line Item Cost</b>    |
| Installation of one (1) Pro-Tech, or equivalent, Aluminum Cross Box with gull wing doors and stainless-steel T-latches for Ford F150 pickup                                                                                                                                                                    | \$ NA                    |
| Installation of one (1) Pro-Tech, or equivalent, Aluminum Cross Box with gull wing doors and stainless-steel T-latches for Ford F250-450 pickup                                                                                                                                                                | \$ NA                    |
| Installation of one (1) Buyers Products "Dumper Dogg" Steel dump bed with headboard, and roll tarp installed in a F250-450 with 8' box                                                                                                                                                                         | \$ NA                    |
| <b>NOT EVALUATED</b>                                                                                                                                                                                                                                                                                           | <b>Discount Off MSRP</b> |
| Provide a " <b>LEER TRUCK CAPS</b> " complete product line or approved equivalent price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                     | NA____%                  |
| <b>Description</b>                                                                                                                                                                                                                                                                                             | <b>Line Item Cost</b>    |
| Quote INNER EDGE FST, RST CORE DUO Bundle w AMP/Siren Speaker Part# CORE EDGE BDL KB 820                                                                                                                                                                                                                       | \$ NA                    |
| <b>NOT EVALUATED</b>                                                                                                                                                                                                                                                                                           | <b>Discount Off MSRP</b> |
| Provide a " <b>Havis storing and mounting products</b> " complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                        | NA____%                  |
| Provide a " <b>Angle Armor Ballistic Panel</b> " complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.                                                      | NA____%                  |



|                                     |              |
|-------------------------------------|--------------|
| Link: _____                         |              |
| <b>Pickup Truck Upfitting Total</b> | <b>\$ NA</b> |

**Table 6 TRUCK CAB CHASSIS UPFITTING (Section 8)**

| Toolboxes: The COS Standard is Aluminum Pro-Tech boxes (Approved equivalent boxes from other manufacturers, meeting the specs, may be substituted). <b>List manufacturer if other than Pro-Tech).</b> |                                     |                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------|
| Description                                                                                                                                                                                           | Manufacturer if other than Pro-Tech | Line Item Cost      |
| Frame Mounted 24"W x 20"D X 20"H                                                                                                                                                                      |                                     | \$ 1,550.00         |
| Frame Mounted 30"W x 20"D X 20"H                                                                                                                                                                      |                                     | \$ 1,753.00         |
| Frame Mounted 36"W x 20"D X 20"H                                                                                                                                                                      |                                     | \$ 1,973.00         |
| Frame Mounted 42"W x 20"D X 20"H                                                                                                                                                                      |                                     | \$ 1,996.00         |
| Frame Mounted 48"W x 20"D X 20"H                                                                                                                                                                      |                                     | \$ 2,045.00         |
| Deck Mounted 24"W x 20"D X 20"H                                                                                                                                                                       |                                     | \$ 1,550.00         |
| Deck Mounted 30"W x 20"D X 20"H                                                                                                                                                                       |                                     | \$ 1,753.00         |
| Deck Mounted 36"W x 20"D X 20"H                                                                                                                                                                       |                                     | \$ 1,973.00         |
| Deck Mounted 42"W x 20"D X 20"H                                                                                                                                                                       |                                     | \$ 1,996.00         |
| Deck Mounted 48"W x 20"D X 20"H                                                                                                                                                                       |                                     | \$ 2,045.00         |
| Installation of "Line-X" (or Senior Automotive Engineer Approved Equivalent) silver coating on the interior of a 24" W box                                                                            |                                     | \$ 915.00           |
| Above in a 30" W box                                                                                                                                                                                  |                                     | \$ 915.00           |
| Above in a 36" W box                                                                                                                                                                                  |                                     | \$ 915.00           |
| Above in a 42" W box                                                                                                                                                                                  |                                     | \$ 915.00           |
| Above in a 48" W box                                                                                                                                                                                  |                                     | \$ 915.00           |
| <b>Truck Cab Chassis Upfitting Total</b>                                                                                                                                                              |                                     | <b>\$ 23,209.00</b> |

**Table 7 SERVICE BODIES (Section 9)**

| Description                                                                                                                                                                                                                                                                          | Line Item Cost    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Service body installed on a 60" CA DRW cab chassis                                                                                                                                                                                                                                   | \$ 15,140.00      |
| Service body installed on a 60" CA SRW cab chassis                                                                                                                                                                                                                                   | \$ 14,830.00      |
| Line-X (or Senior Automotive Engineer approved equivalent) installed in the bed area of the service body, including the side walls, black in color.                                                                                                                                  | \$ 1,200.00       |
| Line-X (or Senior Automotive Engineer approved equivalent) installed inside of all the compartments of the service body, color to be silver.                                                                                                                                         | \$ 5,490.00       |
| NOT EVALUATED                                                                                                                                                                                                                                                                        | Discount Off MSRP |
| Provide a complete product line price list of all options for the brand/s of body/s you offer with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br>Link: _____ | NA _____%         |
| Service Bodies Total                                                                                                                                                                                                                                                                 |                   |
|                                                                                                                                                                                                                                                                                      | \$ 36,660.00      |

**Table 8 FLATBED: HEADBOARD OF DECK (Section 10)**

| Description                                                                                               | Line Item Cost |
|-----------------------------------------------------------------------------------------------------------|----------------|
| Per specifications for the following length of flatbed approximately 96" Wide X 96" Long.                 | \$ NA          |
| Per specifications for the following length of flatbed approximately 96" Wide X 120" Long.                | \$ NA          |
| Per specifications for the following length of flatbed approximately 96" Wide X 144" Long.                | \$ NA          |
| Four (4) evenly spaced stake pockets shall be tapered to accept 3" x 1.5" aluminum channel stakes.        | \$ NA          |
| Five (5) evenly spaced 1,000 lb. capacity "D" rings underbody, both sides.                                | \$ NA          |
| No. 1 fir sideboards and tailboard mounted to 3" x 1.5" aluminum channel stakes. Side board size is to be | \$ NA          |

|                                                                                                |       |
|------------------------------------------------------------------------------------------------|-------|
| approximately 2" x 8". Sideboards shall have vertical angles at rear to accommodate tailboard. |       |
| Quote Curbside rear corner reinforced to accept crane rated at 1,500 lb. capacity.             | \$ NA |
| <b>Flatbed: Headboard of Deck Total</b>                                                        | \$ NA |

**Table 9 LIGHT DUTY 2-3 CUBIC YARD DUMP BODIES (Section 11)**

| Description                                                                                                                                                                                                                                                                  | Line Item Cost       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Dump body installed for an eight (8) foot body.                                                                                                                                                                                                                              | \$ NA                |
| Dump body installed for a nine (9) foot body.                                                                                                                                                                                                                                | \$ 30,767            |
| Dump body installed for a ten (10) foot body.                                                                                                                                                                                                                                | \$ NA                |
| Dump body installed for an eleven (11) foot body.                                                                                                                                                                                                                            | \$ 31,275.00         |
| Dump body installed for a twelve (12) foot body.                                                                                                                                                                                                                             | \$ 31,406.00         |
| Manual pull tarp system.                                                                                                                                                                                                                                                     | \$ 2,853.00          |
| Tip down aluminum sides.                                                                                                                                                                                                                                                     | \$ 4,749.00          |
| Two (2) material spreader doors incorporated into the tailgate. Doors shall be a rotating convex style door with a twelve (12) inch long handle and a minimum one (1) inch diameter round hand grip. Material doors shall be approximately 12 inches wide by 10 inches tall. | \$ 1,688.00          |
| <b>Light Duty 2-3 Cubic Yard Dump Bodies Total</b>                                                                                                                                                                                                                           | <b>\$ 102,738.00</b> |

**Table 10 LIFTGATES (Section 12)**

| NOT EVALUATED                                                                                                                                                                                                           | Discount Off MSRP |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Provide a "Tommy Gate" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc. Include link to vendor website for vendor price list.<br>Link: _____ | NA %              |

**Table 11 7-YARD DUMP BODY (Section 13)**

| Installation and parts for two (2) material spreader doors incorporated into the tailgate. Doors shall be a rotating convex style door with a twelve (12) inch long handle and a minimum one (1) inch diameter round hand grip. Material doors shall be approximately 12 inches wide by 10 inches tall. | \$ 1,700.00       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Installation and parts for two (2) aluminum toolboxes, one (1) on each side, approx. 18"x18"x36", doors open up, with gas struts Line-X silver.                                                                                                                                                         | \$ 6,200.00       |
| Installation and parts for one (2) frame mounted cone holders on the front bumper that tilt down gaining room to open hood.                                                                                                                                                                             | \$ 843.00         |
| Installation and parts for one (1) electric brake controller dash mounted within reach of driver.                                                                                                                                                                                                       | \$ 1,150.00       |
| Installation and parts for one (1) air pintle hitch. See attachment #3                                                                                                                                                                                                                                  | \$ 4,200.00       |
| Installation and parts for one (1) roll-Rite electric dump bed tarp system.                                                                                                                                                                                                                             | \$ 5,914.00       |
| NOT EVALUATED                                                                                                                                                                                                                                                                                           | Discount Off MSRP |
| Provide a "Vulcan Scales" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br>Link: _____                                                       | NA %              |
| Provide a "Buyer's Salt Spreader" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br>Link: _____                                               | NA %              |
| Provide a "Henke snowplow/spreader" complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br>Link: _____                                             | NA %              |



|  |                               |              |
|--|-------------------------------|--------------|
|  | <b>7-Yard Dump Body Total</b> | \$ 94,783.00 |
|--|-------------------------------|--------------|

**Table 12 12-YARD DUMP BODY (Section 14)**

|                                                                                                                                                                                                                                                                                                         |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>NOT EVALUATED</b>                                                                                                                                                                                                                                                                                    | <b>Discount Off MSRP</b> |
| Provide a <b>"ProTech"</b> complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                                               | NA %                     |
| Provide a <b>"Vulcan Scales"</b> complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                                         | NA %                     |
| Provide a <b>"Certified Hydraulic Controls"</b> complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                          | NA %                     |
| Provide a <b>"Buyer's Salt Spreader"</b> complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                                 | NA %                     |
| Provide a <b>"Henke snowplow/spreader"</b> complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____                               | NA %                     |
| Installation and parts for one (1) roll-Rite electric dump bed tarp system.                                                                                                                                                                                                                             | \$ 5,914.00              |
| Installation and parts for two (2) material spreader doors incorporated into the tailgate. Doors shall be a rotating convex style door with a twelve (12) inch long handle and a minimum one (1) inch diameter round hand grip. Material doors shall be approximately 12 inches wide by 10 inches tall. | \$ 1,700.00              |
| Installation and parts for one (1) electric brake controller dash mounted within reach of driver.                                                                                                                                                                                                       | \$1,150.00               |
| <b>12-Yard Dump Body Total</b>                                                                                                                                                                                                                                                                          | <b>\$135,650.50</b>      |

**Table 13 TRAILER ELECTRICAL INTERFACE (Section 15)**

|                                                                                                                                                                                                                                                                                                                                                                                                                            |              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Installation on Vehicle Configuration called out in section 15 (Typically, the charging circuit is OEM fuse powered)                                                                                                                                                                                                                                                                                                       | \$ NA        |
| Installation on Vehicle Configuration in section 15. This class in most cases will require a 20 AMP auto reset circuit breaker mounted as close to the battery as possible. The charging system will be ignition activated via a "Cole Hersee" # 24143 12V, Blue Sea systems Auto Charge Relay P# 7622 or Senior Automotive Engineer Approved Equal) constant duty isolation relay. See drawing included in attachment #1. | \$ NA        |
| <b>Trailer Electrical Interface Total</b>                                                                                                                                                                                                                                                                                                                                                                                  | <b>\$ NA</b> |

**Table 14 WINCH (Section 16)**

|                                                                                                                                                                                                                                                                                  |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Warn 12,000 lb winch with hidden bumper kit, including 4 roller fairleads, installed on a Ford F250-550.                                                                                                                                                                         | \$ NA                    |
| <b>NOT EVALUATED</b>                                                                                                                                                                                                                                                             | <b>Discount Off MSRP</b> |
| Provide a <b>"Warn Industrial Electric Winch"</b> complete product line price list with discounts offered. (Example: Manufacturer list price minus 40%, Jobber minus 20% etc.) (Parts Only No Labor) Include link to vendor website for vendor price list.<br><b>Link:</b> _____ | NA %                     |
| <b>Winch Total</b>                                                                                                                                                                                                                                                               | <b>\$ NA</b>             |

**Table 15 SOURCED GOODS OR OPEN MARKET ITEMS (Section 17)**

| NOT EVALUATED                                                                                                                                                                                                                                                                  | Discount Off MSRP           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" or "nonstandard options". For example: you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | Quote Supplied Upon Request |

**Table 16 HYDRAULIC RESERVOIR (Section 19)**

|                                                                                                                                                                                                                                                                                                                                                               |              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| An alternative spin on style return filter may be used. The filter head shall be mounted on a dedicated mounting bracket and positioned in such a way that it is protected from damage but accessible for maintenance. Filters hanging off the tank via a pipe nipple are not acceptable. List price increase/deduction for a spin on style filtration system | \$ NA        |
| Build reservoir/s per reference drawing in attachment #2. 20 gallon steel                                                                                                                                                                                                                                                                                     | \$ NA        |
| Build reservoir/s per reference drawing in attachment #2. 20 gallon Aluminum                                                                                                                                                                                                                                                                                  | \$ NA        |
| Build reservoir/s per reference drawing in attachment #2. 30 gallon steel                                                                                                                                                                                                                                                                                     | \$ NA        |
| Build reservoir/s per reference drawing in attachment #2. 30 gallon Aluminum                                                                                                                                                                                                                                                                                  | \$ NA        |
| Build reservoir/s per reference drawing in attachment #2. 40 gallon steel                                                                                                                                                                                                                                                                                     | \$ NA        |
| Build reservoir/s per reference drawing in attachment #2. 40 gallon Aluminum                                                                                                                                                                                                                                                                                  | \$ NA        |
| Build reservoir/s per reference drawing in attachment #2. 50 gallon steel                                                                                                                                                                                                                                                                                     | \$ NA        |
| Build reservoir/s per reference drawing in attachment #2. 50 gallon Aluminum                                                                                                                                                                                                                                                                                  | \$ NA        |
| <b>Hydraulic Reservoir Total</b>                                                                                                                                                                                                                                                                                                                              | <b>\$ NA</b> |

**Table 17 PAINT (Section 21)**

| Paint system used by your company                                                                                                  | Paint System Description                            |
|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| Information shall include the brand and process name if available. For example: Sherwin Williams Genesis M G2 Single Stage System. | <b>Axalta Coating Systems (Dupont) Single Stage</b> |

**Table 18 WARRANTY (Section 23)**

|                                    |                         |
|------------------------------------|-------------------------|
| Current Labor Rate (Not evaluated) | \$_130.00__ Per an hour |
|------------------------------------|-------------------------|

**Table 19 PRODUCT SUPPORTABILITY**

|                                                                                                  |                                                                                                              |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| This contract shall extend to repair parts and service.                                          | <b>Not Evaluated</b>                                                                                         |
| State the approximate value of parts inventory carried for the offered product at this facility. | 3.5 Million                                                                                                  |
| State the current labor rate at your service facility.                                           |                                                                                                              |
| State the operating hours of your service facility                                               | M-F: 7-4<br>Sat: NA<br>Sun: NA                                                                               |
| State any additional details on how you intend to support your product proposed.                 |                                                                                                              |
| What are your parts order desk hours all business days except for City Holidays?                 | M-F: 7-4<br>Sat: NA<br>Sun: NA                                                                               |
| Can you deliver stock parts to City shops same day or within 1 day after City's initial call?    | Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/><br>(if, No, how soon can you deliver?) |



**Table 20 OPTIONAL ITEMS**

|                                                                                                                                               |                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Bidders are encouraged to offer options in their bid. Cost differences and alternatives should be detailed and completely defined on the bid. | <b>Not Evaluated</b>  |
| <b>Description</b>                                                                                                                            | <b>Line Item Cost</b> |
|                                                                                                                                               | \$                    |
|                                                                                                                                               | \$                    |
|                                                                                                                                               | \$                    |
|                                                                                                                                               | \$                    |
|                                                                                                                                               | \$                    |
|                                                                                                                                               | \$                    |
|                                                                                                                                               | \$                    |
|                                                                                                                                               | \$                    |
|                                                                                                                                               | \$                    |
|                                                                                                                                               | \$                    |

**Additional Notes:**

- Do not mark, write-in or add any exceptions to the specifications, schedule, terms or conditions. Do not attach alternative boilerplate. Any such exceptions can invalidate your Offer and the Buyer can reject your Bid.
- If you make an error in typing your prices or any corrections to your Offer Submittal, you may mark it in ink and initial the correction. If it is not marked in ink and or it is not initialed, the Buyer may reject your bid. Do not use whiteout.
- Price Changes in future contract years shall be in accordance with the Terms and Conditions. Wholesale and mark-up discount rates will not change through the life of the contract. Other price changes are restricted to the specifications stated in the solicitation and the contract.
- Prompt Payment Discount:   NA  %   NA   days. Note: Prompt payment discount periods equal to or greater than 10 calendar days will receive consideration and bid pricing will be reduced for evaluation by the amount of that discount.
- Interlocal Agreement: The City of Seattle has entered into Interlocal Agreements with other governmental agencies pursuant to RCW 39.34, in lieu of those agencies conducting a separate competitive bid. Does Vendor agree to provide this product or service to such agencies?  
YES   X   NO
- Specify if the Business is located within the Seattle City Limits: Businesses located and licensed within the Seattle City limits are eligible for Seattle tax consideration for purposes of calculation of low bid. This shall be equivalent to a reduction of the cost for purposes of bid evaluation only, of .019.  
YES        NO   X
- All invoices shall be marked with the Purchase Order number for such work. A copy of the purchase order shall accompany each invoice delivered with each individual vehicle regardless of how many vehicle line items are on the purchase order.

By submitting this Bid, Vendor has read and understands the entire Invitation to Bid and agrees to comply with its terms and conditions.

VENDOR: \_\_\_\_\_  
(Name) (Phone)  
FAX: \_\_\_\_\_ EMAIL \_\_\_\_\_  
NAME: Jay L. DeNoma President / GM  
(Print) (Title)

I have read and understand the above specifications

SIGNATURE: Jay L. DeNoma  
DATE: 12/2/2021

City of Seattle Invitation to Bid # FA2-5432  
Addendum  
Updated on: 11/19/2021

The following is additional information regarding Invitation to Bid # **FA2 5432** titled **Installation of Custom Bodies and Miscellaneous Auxiliary Equipment on City of Seattle Vehicles** released on 10/28/2021. The due date and time for responses is 12/02/2021 2:00PM (Pacific). This addendum includes both questions from prospective proposers and the City's answers and revisions to the ITB. This addendum is hereby made part of the ITB therefore, the information contained herein shall be taken into consideration when preparing and submitting a bid/proposal.

| Item # | Date Received | Date Answered | Vendor's Question                                                                                                                                                                                                                                                                            | City's Answer                                                                               | ITB Revisions |
|--------|---------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|---------------|
| 1      | 11/09/2021    | 11/15/2021    | On the Bid Offer Form, what is the meaning of the 'Not Evaluated' sections of that form?                                                                                                                                                                                                     | This means that we're looking for information only. It will not be evaluated to be awarded. |               |
| 2      | 11/09/2021    | 11/15/2021    | On the Bid Offer Form, you're requesting a link for vendor price list – what do we do if a vendor does not have a price list published online? I am not aware of any of our vendors that have a price list available online.                                                                 | Supply if available or NA if not available                                                  |               |
| 3      | 11/09/2021    | 11/15/2021    | Where vendors do not offer a price list at all, how is this to be handled? I can think of at least one vendor (LEER) that does not offer a price list at all, and they quote on every job individually.                                                                                      | The Bid Offer Sheet states that this is not a part of the evaluation. Mark NA.              |               |
| 4      | 11/09/2021    | 11/15/2021    | We are seeing 4 – 6 Covid related surcharges or price increases a year from some of our vendors. I don't want to guess at the price increases we're going to get from a vendor for the first year to ensure we're still profitably by the end of the year. How can we work together on this? | See item #8                                                                                 |               |
| 5      | 11/09/2021    | 11/15/2021    | On the Bid Offer sheet Table 4, Cargo Vans; you are asking for models                                                                                                                                                                                                                        | Insert on each line item.                                                                   |               |

City of Seattle Invitation to Bid # FA2-5432  
Addendum  
Updated on: 11/19/2021

|   |            |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---|------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |            |            | offered– Where do you put the descriptions requested?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6 | 11/09/2021 | 11/15/2021 | On the Bid Offer sheet Table 11 - There is no price line for the dump bodies. Do you want us to price each of the dump bodies with the various Installations?                                                                                                                                                                                                                                                                                                                                                                                          | Yes.                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 7 | 11/09/2021 | 11/15/2021 | Bid Offer Sheet Section 9 Service Bodies; What kind of shelving? Vertical or horizontal?                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Basic vertical cabinets in the front with 3 hooks for coats and one shelf horizontal middle, one shelf rear vertical, one shelf for both sides. As basic as you can get. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 8 | 11/10/2021 | 11/15/2021 | Terms & Conditions; Is there a fee or rebate percentage of sale to be paid to the City on this contract?                                                                                                                                                                                                                                                                                                                                                                                                                                               | No.                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 9 | 11/10/2021 | 11/15/2021 | Terms & Conditions; Item 14.6 Fixed Product Pricing: It states that the contractor will not be allowed to request a price increase sooner than two years after the execution of the contract. In the pre-bid meeting we discussed that with the current COVID-19 supply chain issues we are receiving price increases and surcharges for goods and materials weekly and sometimes daily. Will there be a change to the current terms and conditions to allow us to pass on any of these charges from our suppliers to the city in the first two years? |                                                                                                                                                                          | Yes, due to the uncertainty that the pandemic has brought to the supply chain the City is not requiring that price be held for 2 years without exception under the awarded contract(s). Vendors will have the opportunity to request price increases after 60 days of the start of the contract and on an ongoing basis throughout the initial 2 years of the contract or until the supply chain has normalized, whichever occurs 1 <sup>st</sup> . Such requests should be accompanied by supporting documentation, satisfactory to the City and should not provide vendor with an increased profit margin from the original bid. |

City of Seattle Invitation to Bid # FA2-5432  
Addendum  
Updated on: 11/19/2021

|    |            |            |                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                  |  |
|----|------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 10 | 11/15/2021 | 11/19/2021 | <p>Regarding the Min qualifications document item #1 Vendor shall have a full time, complete local (within 50-mile radius of FAS shops 98134)</p> <p>We are asking for an exception to be considered: Nearest full-service shop and parts location is (100 mi) in Toledo, WA. 98591. We offer a mobile Field Service. Will you accept a bid from us?</p> | No. See ITB Page 4, section 2.1 Minimum Qualifications                                                                                                                                                                                                                                                           |  |
| 11 | 11/15/2021 | 11/19/2021 | <p>In the Bid Offer Sheet Section 13 – 7 Yard Dump Body and Section 14 -12 Yard Dump Body, Do you have a preferred brand for the flatbed?</p>                                                                                                                                                                                                            | No. The bodies must meet the requirements in the scope of work.                                                                                                                                                                                                                                                  |  |
| 12 | 11/15/2021 | 11/19/2021 | <p>In the “upfitting Scope of work” Page 7 hydraulic call out for the 12 yard dump body it references: Install Certified Hydraulic controls <u>per spec</u>. We are not seeing any detailed certified Hydraulic controls spec that is being referenced? Could you guide us to this document in the IFB.</p>                                              | <p>Not all departments or builds use Certified Hydraulics. When we use this system we collaborate with Certified Hydraulics City of Seattle Specifications by department, and the upfitter to obtain the necessary specifications. This will be a separate quote per each individual project, by department.</p> |  |





# Seattle

**Invitation to Bid # FA2-5423**

**Title: Installation of Custom Bodies and Miscellaneous Auxiliary Equipment on City of Seattle Supplied Vehicles**

Table 1: Solicitation Schedule

| Event                                           | Date              |
|-------------------------------------------------|-------------------|
| ITB Issued                                      | 10/28/2021        |
| Pre-Bid Conference (Optional)<br>Via WebEx Only | 11/09/2021 2:00PM |
| Deadline for Questions                          | 11/16/2021 3:00PM |
| Sealed Bids Due to the City                     | 12/02/2021 2:00PM |

The City may modify this schedule. Changes to the due date are posted on the City website and by amendment. Bids must be received by the due date and at the time and location specified in Section 5 "BID INSTRUCTIONS AND INFORMATION" or as amended.

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# **1. BACKGROUND AND PURPOSE**

## **1.1. Purpose:**

The purpose of this Invitation to Bid is to solicit bids from interested and qualified Vendors for the Installation of Custom Bodies and Miscellaneous Auxiliary Equipment on City of Seattle Supplied Vehicles.

The City of Seattle seeks to contract for installation of a variety of custom bodies and miscellaneous auxiliary equipment on the City of Seattle supplied vehicles and truck chassis.

Estimated annual usage in 2020 was \$3.3 million. This amount is provided for informational purposes only.

There is no guarantee as to the actual dollar amount to be purchased from the contract(s) resulting from this ITB.

Bidders may bid on one or more sections. Contracts will be awarded by section to bidders which comply with the section. Bidders may be awarded a contract spanning multiple sections if/when applicable.

This multi-vendor contract also establishes a vendor pool that will be utilized to provide quotes on certain specialty up-fitting projects not covered in the following specifications.

The following vehicle categories will represent typical equipment (vehicles) the City of Seattle will supply for this contract. These configurations represent common types of vehicles/chassis the City of Seattle currently outfits. Vehicle models available/manufactured will change from year to year. The following are a good reference for calculating your bids.

- Compact Cars: Nissan Leaf, Chevrolet Bolt
- Midsize Cars: Ford Mustang Mach E, Toyota Camry
- Compact SUV: Ford Escape, Toyota RAV4 Hybrid
- Midsize SUV: Ford Explorer, Ford PIU (Police Interceptor Utility), Mitsubishi Outlander PHEV, Toyota Highlander Hybrid
- Large SUV: Chevrolet Tahoe and/or Suburban
- Compact Pickups: Chevrolet Colorado, Ford Ranger
- Full Size Pickups: Ford F150 thru F450 both 2WD and 4WD, Ford F150 Police Responder
- Passenger Mini-Vans: Ford Transit Connect, Chrysler Pacifica, Dodge Caravan
- Passenger Full Size Vans: Ford Transit Series Vans, Mercedes Sprinter
- Cargo Mini-Vans: Ford Transit Connect Cargo
- Cargo Full Size Vans: Ford Transit Series Vans, Mercedes Sprinter
- Cab Chassis: Ford Super Duty F350 thru F550 both 2WD and 4x4
- HD/Medium Duty Trucks: Class 6/7 Peterbilt Chassis, Class 8 Peterbilt Chassis, Class 4 Isuzu NPR, Ford F650 & 750
- Various sizes of trailers: Class 1-8, Enclosed Trailers, Tilt bed trailers, Pup trailers

## **1.2. Pool Contracts:**

The City intends to award a pool of eligible, qualified and competitive contracts for these products and/or services. The City may place orders with any of the resultant contract vendors, selecting the vendor the City wishes to use in any manner that the City department placing the order chooses.

## 2. SOLICITATION OBJECTIVES

The City expects to achieve the following outcomes through this solicitation:

- Establish long term contracts with multiple vendors.
- Establishes a vendor pool that can also be utilized to provide quotes on certain specialty up-fitting projects outside of the scope of this ITB.

### 2.1. Minimum Qualifications:

The following are minimum qualifications the Vendor must meet to submit a bid. Responses must show compliance to these minimum qualifications. The City reserves the right, but is not obligated, to clarify if compliance to the minimum qualifications is not clear in Vendor's response. Those not responsive shall be rejected by the City without further consideration:

- Vendor shall have a full time complete local facility (within 50-mile radius of FAS shops located at 805 South Charles Street, Seattle, Washington 98134). Vendor shall offer factory authorized parts and service and be able to perform complete warranty repairs.
- City vehicles shall be secured in a lockable fenced area or inside a locked secure facility during non- business hours.
- Ford Police Interceptor Utility and F150 Responder upfitters are required to be a certified vehicle modifier recognized by Ford.

## 3. LICENSING AND BUSINESS TAX REQUIREMENTS

The Vendor must meet all licensing requirements that apply to their business immediately after contract award or the City may reject the Vendor before contract execution. Carefully consider related costs before submitting an offer, as the City does not separately pay or reimburse licensing costs.

### 3.1. Seattle Business Licensing and associated taxes:

If you have a "physical nexus" in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed. A "physical nexus" means you have physical presence, such as: a building/facility in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc.).

We provide a Vendor Questionnaire Form in our submittal package items later in this ITB, and it will ask you to specify if you have "physical nexus". All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Vendor and not charged separately to the City.

The apparent successful Vendor must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the bid/proposal. Self-Filing: You can pay your license and taxes on-line using a credit card [www.seattle.gov/self](http://www.seattle.gov/self).

For Questions and Assistance, call the License and Tax Administration office which issues business licenses and enforces licensing requirements. The general e-mail is [tax@seattle.gov](mailto:tax@seattle.gov). The main phone is 206-684-8484. The licensing website is <http://www.seattle.gov/licenses>.

The City of Seattle website allows you to apply and pay on-line with a credit card if you choose.

If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact our office to request additional assistance. A weblink providing further explanation, with the application and instructions for a Seattle Business License is provided below.

Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Vendor prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

The application for a Seattle Business License can be found at <https://www.seattle.gov/license-and-tax-administration/business-license-tax-certificates>.

### 3.2. State Business Licensing and associated taxes:

Before the contract is signed, provide the State of Washington business license (a State “Unified Business Identifier” known as a UBI Number). If the State of Washington has exempted your business from State licensing (some foreign companies are exempt and sometimes, the State waives licensing because the company does not have a physical presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State because of licensing shall be borne by the Vendor and not charged separately to the City.

Instructions and applications are at <http://bls.dor.wa.gov/file.aspx>.

### 3.3. Permits:

All permits required to perform work must be supplied by the Vendor at no additional cost to the City.

## 4. SPECIFICATIONS/ ELECTRICAL, LIGHTING PACKAGE DRAWINGS AND HYDRAULIC TANKS

The attached specifications and drawings detail the requirements for installation of custom bodies and miscellaneous auxiliary equipment.



2021 Upfitting Scope  
of Work.docx



Attachment #1  
Electrical.pdf



Attachment #2  
Hydraulics.pdf



Attachment #3  
Towing Hitch.pdf

### 4.1. Brand Name or Approved Equal:

The manufacturer and model listed indicate a standard of performance acceptable to the City. Any alternate items proposed must meet or exceed the specifications of the equipment in both published specifications and actual performance. Alternates will not be considered for those items marked “No Substitutions.” Any alternate item proposed is subject to acceptance at the sole opinion of the City. Such determinations are not subject to protest, and remain the sole discretion of the City. If you intend to submit an “Approved Equal” product, you must present sufficiently clear and detailed materials, product specification sheets, manufacturer materials, or



other evidence that the product is an “Approved Equal” to the brand stated. See the Evaluation Section for further detail about “Approved Equal” determinations.

#### **4.2. Contract Term:**

This contract shall be for five years, with up to three one-year extensions allowed at the option of the City. The Vendor may provide a notice to not extend, but must provide such notice to the City at least 45 days prior to the renewal date.

#### **4.3. No Guaranteed Contract Utilization:**

The City does not guarantee utilization through any resultant contract. The solicitation may provide estimates of utilization solely to help Vendors prepare their bids and does not serve as a guarantee of usage. The City reserves the right to make multiple or partial awards, and/or to order greater or less quantities based on City needs. The City reserves the right to use other appropriate contract sources to obtain these products or services, such as State of Washington Contracts. The City may also periodically re-solicit for new additions to the Vendor pool, to invite additional Vendors to submit bids for award. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

If the City awards multiple contracts to form a vendor pool, this ITB established competition compliant to City competitive proposal laws; the City Project Manager may place an order with any pool vendor or may solicit multiple quotes to select among the pool vendors. If departments request quotes, the Vendors must use the costs and hourly rates in the contract.

#### **4.4. Contract Expansion:**

Any resultant contract or Purchase Order may be expanded as allowed below. A modification may be considered per the criteria and procedures below, for any ongoing Contract that has not yet expired. Likewise, a one-time Purchase Order may be modified if the bid reserved the right for additional orders to be placed within a specified period of time, or if the project or body of work associated with a Purchase Order is still active. Such modifications must be mutually agreed. The only person authorized to make such agreements for the City is the Buyer from the City Purchasing Division (Department of Finance and Administrative Services). No other City employee is authorized to make such written notices. Expansions must be issued in writing from the City Buyer in a formal notice. The Buyer will ensure the expansion meets the following criteria collectively: (a) it could not be separately bid, (b) the change is for a reasonable purpose, (c) the change was not reasonably known to either the City or Vendor at time of bid or else was mentioned as a possibility in the bid (such as a change in environmental regulation or other law); (d) the change is not significant enough to be reasonably regarded as an independent body of work; (e) the change could not have attracted a different field of competition; and (f) the change does not vary the essential identity or main purpose of the contract. The Buyer shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the Buyer.

Some changes are not an expansion of scope, including an increase in quantities, exercising bid options and alternates, or ordering work identified within the solicitation. If such changes are approved, changes are done as a written order issued by City Purchasing to the Vendor.

#### **4.5. Trial Period and Right to Award to Next Low Vendor:**

A ninety (90) day trial period applies to contracts awarded by this solicitation. During the trial period, vendors must successfully perform. Failure to perform may cause immediate cancellation of the contract. If a dispute

occurs or a discrepancy arises as to acceptability of product or service, the City's decision prevails. The City will pay only for authorized orders received up to termination. If the contract is terminated within the trial period, the City may award the contract to the next low responsive Bidder by mutual agreement with that Bidder. Any new award will be for remaining contract work and is also subject to a trial period.

#### **4.6. Background Checks and Immigrant Status:**

Background checks will not be required for workers that will be performing the work under this contract. The City has strict policies regarding the use of Background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/purchasing-and-contracting/social-equity/background-checks>

#### **4.7. Schedule, Orders, Delivery:**

##### **4.7.1. Order Desk:**

The successful vendor shall provide a telephone service or "order desk" to receive calls from City departments for advice or assistance, recommendations on products, parts, and repairs, and for receiving and processing of phone orders. The Order Desk shall be available from 7:00 a.m. to 5:00 p.m. all business days except City holidays. If your standard operating hours are otherwise, notify City Purchasing. Depending on the Department needs, hours similar to, but not exactly the same as the 7-5 schedule may be accepted by the City as compliance to this requirement.

##### **4.7.2. No Minimum Order Quantities:**

There will be no minimum order quantities for any resultant contract.

##### **4.7.3. Warranty:**

The Vendor warrants all materials and workmanship delivered under any resulting contract to be free from defects, damage or failure which the City may reasonably determine is the responsibility of the Vendor, for a minimum of one year after final acceptance and without cost to the City for labor, materials, parts, installation or any other costs except where longer periods of warranty or guarantees are specified.

##### **4.7.4. Right to Replace Products & Product Discontinuance:**

If the manufacturer discontinues or replaces a product, Vendor may request the City accept a substitute product for the contract. Pricing for a product replacement or substitute must be the same discount rate as provided to the City on the original product.

##### **4.7.5. Prohibition on Advance Payments:**

The City cannot accept requests for up-front payment, down payment or partial payment. Maintenance subscriptions may be paid up to one year in advance provided that the payment is reimbursed to the City on a prorated basis upon termination; all other expenses are payable net 30 days after receipt and acceptance of satisfactory compliance.

## **4.8. Environmental Specifications:**

### **4.8.1. Environmental Standards:**

Unless notified otherwise by the Vendor, products bid will be compliant to USEPA Standards published by the USEPA, unless specified otherwise.

See USEPA Standards at: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

### **4.8.2. PBT Free Specification - Persistent Bioaccumulative Toxic (PBT) Chemicals – Mercury, Dioxin, PCB, PBDE, Lead, PVC and other:**

The City of Seattle adopted Resolution #30487 in 2002 which requires City Purchasing differentiate products that contain PBT chemicals and that release PBT chemicals during production or disposal, from those products that do not, and requires City Purchasing reduce acquisition of products that contain or release PBT chemicals. This includes mercury, dioxin, PCB, PBDE (polybrominated diphenyl ethers, i.e. flame retardants), and others identified by the State of Washington, Department of Ecology see <https://ecology.wa.gov/Waste-Toxics/Reducing-toxic-chemicals/Addressing-priority-toxic-chemicals>.

If a Bidder has a product that contains or releases any PBT materials, Bidder must immediately notify the City Buyer. Should the City determine there is no reasonable or economically feasible substitute, the City may amend allow for, or provide a maximum of 10% preference for, products that include or release the least PBT chemical practical. The City may reject Bids with PBT materials. Additional information is at: <http://www.ecy.wa.gov/toxhaz.html>. The City Council Resolution is below:



PBT Council  
Resolution #30487 At

## **4.9. Work Order Quotations for Pool Contracts:**

For pool contract awards, City departments may request quotes from one or more of contract vendors in the pool. Vendors must issue quotes using unit prices in the contract. The City Project Manager shall describe to the companies the following information, and provide it by phone or fax to the pool Vendor: Description of work, Date work must start and /or be completed by, Special materials, parts, or equipment needed to complete the work, Location of the work, Time and date the quotation is due, Name, phone and fax numbers, of the City Project Manager, Other special information required to successfully perform the work. Firms shall respond before quotes are due. Firms who cannot quote are asked to reply back with “no bid.” If multiple quotations were solicited, the City Department will award to the lowest responsive quote and notify others not selected. A purchase order number shall be provided to the selected Vendor. After inspection that approves the completed work, the Vendor will invoice using the departmental purchase order number.

## **4.10. Paid Sick Time and Safe Time Ordinance:**

Be aware that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per

WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see [www.seattle.gov/laborstandards](http://www.seattle.gov/laborstandards), or may call the Office of Labor Standards at 206.684.4500 with questions.

## **5. BID INSTRUCTIONS AND INFORMATION**

### **5.1. Registration into City Online Business Directory:**

If you have not previously completed a one-time registration into the City Online Business Directory, we request you register at: [www.seattle.gov/obd](http://www.seattle.gov/obd). The City Online Business Directory is used by City staff to locate your contract(s) and identify companies for bid lists on future purchases. Bids are not rejected for failure to register, however, if you are awarded a contract and have not registered, you will be required to register, or you will be added into the system. Women and minority owned firms are asked to self-identify. If you need assistance, please call 206-684-0444.

### **5.2. Communications:**

All vendor communications concerning this acquisition and evaluation must be directed only to the Buyer below. Failure to comply may cause bid rejection. Unless authorized by the Buyer, no other City official or City employee is empowered to speak for the City regarding this solicitation or resultant contract evaluation.

Rick Davison  
206-684-8310  
[Rick.davison@seattle.gov](mailto:Rick.davison@seattle.gov)

### **5.3. Pre-Bid Conference:**

The City shall conduct an optional Pre-Bid conference (see date and time page 1), via WebEx using the information below. Vendors need not attend to be eligible to submit a Bid. The meeting answers questions potential Vendors may have regarding the solicitation document and to discuss and clarify issues. This is an opportunity for Vendors to raise concerns regarding specifications, terms, conditions, and any requirements of this solicitation. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-bid conference.

**When it's time, join your Webex meeting here.**

[Join meeting](#)

**More ways to join:**

**Join from the meeting link**

<https://seattle.webex.com/seattle/j.php?MTID=m4028c6598dd8ae1e7d779493ddbb28c6>

**Join by meeting number**

Meeting number (access code): 2480 377 4776

Meeting password: FnKtiubm868

**5.4. Questions:**

Submit questions to the Buyer by the deadline (see page 1). The City prefers such questions by e-mail to the City Buyer. Failure to request clarification of any inadequacy, omission, or conflict will not relieve Vendor of any responsibilities herein or in any subsequent contract. The Vendor is responsible to assure they received responses to the questions if issued.

**5.5. Changes to the ITB/Addenda:**

A change may be made by the City if, in the sole judgment of the City, the change will not compromise the City's objectives. A change will be made by formal written addendum issued by the City's Buyer. Such Addenda shall



become part of this ITB and included in the Contract. Interested Vendors are responsible to assure they received Addenda.

## **5.6. Bid Blog:**

You may opt to subscribe to an “RSS Feed” on our new Blog (titled “The Buy Line”). This is optional for your convenience and for companies familiar with RSS technology. If you are unfamiliar and would like to learn, you may call the City Buyer. The technology provides alerts for addenda or solicitations you may be interested in. <http://www.seattle.gov/purchasing-and-contracting/purchasing>

## **5.7. Receiving Addenda and/or Question and Answers**

The City Buyer will try to provide you notice, through the RSS Feed or e-mail, when changes or addendums are posted on our website. Notwithstanding such efforts, it is the Vendor responsibility to learn of addendums, responses, or notices issued by the City. Some third-party services post City of Seattle bids on their websites. The City does not guarantee such services have accurately provided bidders with all information, particularly Addendums or changes to bid date/time.

Bids are considered compliant to all Addendums, with or without specific Bidder confirmation. The Buyer can reject the Bid if it does not reasonably appear to have incorporated Addendum. The Buyer may reject bids that don't appear to incorporate substantive Addendum, or the Buyer may find that the Addendum were not material and accept the bid.

## **5.8. Submittal Requirements:**

### **5.8.1. COVID-19 Procedures:**

Bid submittal and Bid Opening procedures have been changed in response to COVID-19 health and safety measures. Bids shall be submitted using the electronic process provided for below or delivered by U.S. mail or courier services (hand-delivery is only allowed via courier service).

### **5.8.2. Electronic Copy Submittal:**

In lieu of a paper copy, bidders may submit bids via e-mail process as described below. All other bid requirements remain the same. The City uses a secure mailbox to receive and protect bids for a sealed opening at the designated date and time. To submit an electronic copy, bidders can e-mail their bid documents by the bid opening date and time (Table 1 or as otherwise amended) to [securebid@seattle.gov](mailto:securebid@seattle.gov).

### **Do not e-mail your bid response to any other e-mail address.**

- Title the e-mail with the bid title, number and company name. Any risks associated with the electronic transmission of the bid submittal are borne by the Bidder.
- The City e-mail system will allow documents up to, but no larger than, 25 Megabytes. If the bidder also submits a paper-copy, the City will determine which form takes precedence if discrepancies occur.
- City intends to send a confirming e-mail in reply. However, a bidder may also call (206) 684-0444 to confirm their bid has been received by the City.

### 5.8.3. Submission Formatting:

Number all pages.

The City may designate page limits. Pages that exceed page limits will be excised from the document for evaluation.

Prepare your bids on 8 1/2" by 11" format. Non-recyclable materials are strongly discouraged. Bidders should "double side". If there are page limitations, one side of a printed page is one page.

The City will not accept Fax and CD copies as an alternative to the paper or electronic e-mail copy submittal. If a CD or fax version is delivered to the City, the paper or electronic e-mail copy will be the only official version accepted by the City. If a USB flash or thumb drive is requested for this submission, the submitter has full responsibility to ensure that any files on the USB flash or thumb drive match the official paper or electronic copy submitted.

### 5.8.4. Late Submittals:

The submitter has full responsibility to ensure the response arrives at City Purchasing within the deadline. A submittal after the time fixed for receipt will not be accepted unless the lateness is waived by the City as immaterial based upon a specific fact-based review. Responses arriving after the deadline may be returned unopened to the Vendor, or the City may accept the package and make a determination as to lateness.

### 5.8.5. Paper Copy Submittal:

In lieu of an electronic copy bidders may submit One (1) original of the response must be received no later than the date and time specified on the procurement schedule or as otherwise amended.

Table 2: Paper Copy Submittal Addresses

| <b>Physical Address<br/>(Courier such as FedEx, UPS, etc.)</b>                                       | <b>Mailing Address<br/>(For U.S. Postal Service mail)</b>                                         |
|------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Purchasing and Contracting<br>Seattle Municipal Tower<br>700 Fifth Ave Ste 4350<br>Seattle, WA 98104 | Purchasing and Contracting<br>Seattle Municipal Tower<br>P.O. Box 94669<br>Seattle, WA 98124-4669 |

1. Paper-copy submittals should be in a sealed box or envelope marked and addressed with the PC Buyer name, bid title and number. If packages are not marked, the Bidder has all risks of the package being misplaced and not properly delivered.
2. The submittal must be received electronically or by mail by the Buyer at the address provided, by the submittal deadline. Delivery errors will result without careful attention to the proper address.
3. Submittals and their packaging (boxes or envelopes) should be marked with the name and address of the Proposer.

### 5.8.6. Preferred Paper and Binding:

The City has an environmentally-preferable purchasing commitment, and seeks a package format to support the green expectations and initiatives of the City. City prefers submittals on 100% PCF paper, consistent with

City policy and City environmental practices. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your submission, they should be fully 100% recycled stock. Please double-side submittal.

### **5.9. Bid Opening:**

Bids shall be publicly opened by the City at the date and time specified. Due to social distancing practices in place in response to COVID-19, Bidders wishing to attend the bid opening must do so through WebEx by accessing the following:

**When it's time, join your Webex meeting here.**



Join meeting

#### **More ways to join:**

##### **Join from the meeting link**

<https://seattle.webex.com/seattle/j.php?MTID=m8875f781d13229a75de546bed5968711>

##### **Join by meeting number**

Meeting number (access code): 2493 898 9539

Meeting password: mYsAJXX7t64

### **5.10. Bid and Price Specifications:**

Vendor shall provide their Offer on the City forms, indicating unit prices for each item if applicable, attaching additional pages if needed. In the case of difference between the unit price and the extended price, the City

shall use the unit price. The City may correct the extended price. Unless specified otherwise, Vendor shall quote prices F.O.B. Destination, with freight prepaid and allowed, US Dollars.

#### **5.11. Do Not Submit Extra Comments, Explanations, Information or Changes:**

The City will reject bids that take material exception to City specifications and contract. Never add information or explanations on your Offer form. Do not take exceptions, do not offer alternatives (unless City requests), and do not mark the Offer with changes. Do not attach your boilerplate. All those can cause bid rejection in the Buyer's sole opinion. If the Offer Form doesn't adequately address your concern, ask the Buyer for direction.

#### **5.12. Partial and Multiple Awards:**

Unless stated to the contrary in the Solicitation, the City reserves the right to name a partial and/or multiple awards, in the best interest of the City. Prepare all pricing and Offers accordingly. The City may eliminate an individual line item when calculating award, to meet City needs, if a line item is not routinely available or cost exceeds City funds.

#### **5.13. Prompt Payment Discount:**

As provided for on the Offer form, Vendor may provide a prompt payment discount term. A prompt payment discount term of ten or more days will be considered for bid tabulation.

#### **5.14. Taxes:**

The City is exempt from Federal Excise Tax. Washington state and local sales tax will be an added line item although taxes are not used in bid tabulation for award.

#### **5.15. Interlocal Purchasing Agreements:**

This is for information only and not to determine award. RCW 39.34 allows cooperative purchasing between public agencies, nonprofits and political subdivisions. Public agencies that file an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City Contracts. The seller agrees to sell additional items at the bid prices, terms and conditions, to other eligible governmental agencies. The City has no responsibility for the payment of such purchases. Should the Vendor impose additional costs for such purchases, the Vendor is to name such additional pricing as a supplement to their offer.

#### **5.16. Contract Terms and Conditions:**

Vendors shall carefully review all specifications, requirements, Terms and Conditions (see Attachment 1), and insurance. Bid Submittal is agreement to all Terms and Conditions. All specifications, requirements, terms and conditions are mandatory and submittals should anticipate full compliance without exception.

#### **5.17. Incorporation of ITB and Bid in Contract:**

This ITB and Vendor's response, including promises, warranties, commitments, and representations made in the successful Bid, are binding and incorporated by reference in the City's contract.

### **5.18. Effective Dates of Offer:**

Offered prices remain valid until City completes award. Should any Vendor object, do so before the bid due date.

### **5.19. Cost of Preparing Bids:**

The City is not liable for costs incurred by Vendors in bid preparation and presentation including, but not limited to, costs incurred for demonstrations and pre-Bid conferences.

### **5.20. Prohibited Contacts:**

Vendors shall not interfere in any way to discourage other potential and/or prospective Vendors from bidding or considering a bid process. Prohibited contacts includes but is not limited to any contact, whether direct or indirect (i.e. in writing, by phone, email or other, and by the Vendor or another person acting on behalf of the Vendor) to a likely firm or individual that may discourage or limit competition. If such activity is evidenced to the satisfaction and in sole discretion of the City Purchasing Manager, the Vendor that initiates such contacts may be rejected from the process.

### **5.21. Vendor Responsibility to Examine Documents:**

Vendor is responsible to examine all specifications and conditions thoroughly, and comply with specifications and terms and conditions. Vendors must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements per Washington State law. By responding to this Invitation to Bid (ITB), Bidder agrees he/she has read and understands all documents within this ITB package.

### **5.22. Vendor Responsibility to Provide Full Response:**

It is the Vendor's responsibility to provide a full and complete written response and Offer Form that does not require interpretation or clarification by the Buyer. The Vendor is to provide all requested materials, forms and information. The Vendor must ensure the Offer accurately reflects Vendor specifications and offering. The City does not accept materials intended to supplement the bid after the bid deadline; however the City may consider additional materials obtained by the City, even if submitted by Vendor, or to seek clarifications from Vendor as needed. However this does not limit the right of the city to consider additional information (such as references that are not provided by the vendor but are known to the City, or past experiences by the City in assessing responsibility), or to seek clarifications by the City.

### **5.23. Do Not Attach Additional Materials with your Bid:**

Do not insert material sheets, extra product options, comments on boilerplate, supplemental or suggested contract terms, or other similar materials unless such materials are requested by the City or are necessary to show an "Approved Equal" product specification. Such additional materials can compromise the clarity of your bid and result in rejection of your offer. If the materials conflict with your Offer, the City will not be obligated to clarify or determine which has priority; the City may instead reject your bid.

### **5.24. Changes or Corrections to Bids:**

Prior to the bid submittal closing date and time established for this ITB, a Vendor may change its bid provided the change is initialed and dated by the Vendor. No change to a bid shall be made after the bid closing date and time. Note you cannot change, mark-up or cross-out any condition, format, provision or term that appears on



the City's published Offer Form. If you need to change your own prices or answers you write on the Offer Form must be made in pen, initialed, and be clear in intent. Do not use white-out.

#### **5.25. Errors in Bids:**

Vendors are responsible for errors and omissions in their Bids. No such error or omission shall diminish the Vendor's obligations to the City.

#### **5.26. Withdrawal of Bid:**

A submittal may be withdrawn by written request of the submitter, prior to bid closing. After the closing date and time, the submittal may be withdrawn only with permission by the City.

#### **5.27. Rejection of Bids and Rights of Award:**

The City reserves the right to reject any or all Bids with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted Bid.

#### **5.28. Bid Disposition:**

All material submitted in response to this ITB shall become the property of the City upon delivery to the Buyer.

#### **5.29. Equal Benefits:**

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether bidders provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The bid package includes a "Vendor Questionnaire" which is the mandatory form on which you make a designation about the status of such benefits. If your company does not comply with Equal Benefits and does not intend to do so, you must still supply the information on the Vendor Questionnaire. Instructions are provided at the back of the Questionnaire.

#### **5.30. Women and Minority Opportunities:**

The City intends to provide the maximum practicable opportunity for successful participation of minority and women owned firms, given such businesses are underrepresented. If a Bidder intends to subcontract any work, the City requires he/she agree to SMC Chapter 20.42 and include with their Bid an Inclusion Plan showing meaningful subcontracting opportunities for minority and women owned firms. The link to the Inclusion Plan is located in the Vendor Questionnaire. The City reserves the right to improve the Plan with the successful Bidder before contract execution. Good faith efforts to perform will be a material contract provision. Bidders should use whatever selection methods and strategies the Prime Bidder finds effective for successful WMBE participation. At the request of the City, Vendors must furnish evidence of the Vendor's compliance, including documentation such as copies of agreements with WMBE subcontractor either before contract execution or during contract performance.

#### **5.31. Insurance Requirements:**

Insurance requirements in the attached Terms and Conditions shall apply, unless modified by further materials within this solicitation. If formal proof of insurance must be submitted to the City before execution of the Contract, the City will remind the successful Vendor in the Intent to Award letter. The apparent successful Vendor must promptly provide such proof of insurance to the City in reply to the Intent to Award Letter.

Contracts will not be executed until all required proof of insurance has been received and approved by the City. Vendors are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, if the Vendor is selected as a finalist. Vendors may elect to provide the requested insurance documents within their Bid.

### **5.32. Proprietary Materials:**

The State of Washington's Public Records Act (Release/Disclosure of Public Records): Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

Bidders/proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature's website at <http://www1.leg.wa.gov/LawsAndAgencyRules>.

If you have any questions about disclosure of the records you submit with your bid, please contact Purchasing at (206) 684-0444.

#### **5.32.1. Marking Your Records Exempt from Disclosure (Protected, Confidential, or Proprietary):**

As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are considered legally *exempt from disclosure* and can be withheld. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If you believe any of the records you are submitting to the City as part of your bid/proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification. To do so you must complete the City Non-Disclosure Request Form ("the Form") provided by City Purchasing (see Form as part of Vendor Questionnaire), very clearly and specifically identify each record and the exemption(s) that may apply, and submit a copy of your records with the specified exemptions redacted. (If you are awarded a City contract, the same exemption designation will carry forward to the contract records.)

The City will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on the Form. Only the specific records or portions of records properly listed on the Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If the City receives a public disclosure request for any records you have properly and specifically listed on the Form, the City will notify you in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction to prevent

the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your solicitation. Should a public record request be submitted to City Purchasing for that record(s), you can then seek an injunction under RCW 42.56 to prevent release. By submitting a bid document, the bidder acknowledges this obligation; the proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

### **5.33. Requesting Disclosure of Public Records**

The City asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced. This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law. If you do wish to make a request for records, please make your request at the City of Seattle's Public Records Request Center at [www.seattle.gov/public-records/public-records-request-center](http://www.seattle.gov/public-records/public-records-request-center).

### **5.34. Ethics Code:**

Please familiarize yourself with the City Ethics code: [http://www.seattle.gov/ethics/etpub/et\\_home.htm](http://www.seattle.gov/ethics/etpub/et_home.htm). Attached is a pamphlet for Vendors, Customers and Clients. Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500

#### **5.34.1. No Gifts and Gratuities:**

Vendors shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Vendor. An example is giving sporting event tickets to a City employee on the evaluation team of a bid you plan to submit. The definition of what a "benefit" would be is broad and could include not only awarding a contract but also the administration of the contract or evaluating contract performance. The rule works both ways, as it also prohibits City employees from soliciting items of value from vendors. Promotional items worth less than \$25 may be distributed by the vendor to City employees if the Vendor uses the items as routine and standard promotions for the business.

#### **5.34.2. Involvement of Current and Former City Employees:**

If a Vendor has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, you must provide written notice to Purchasing of the current or former City official, employee or volunteer's name. The Vendor Questionnaire within your bid documents prompts you to answer that question. You must continue to update that information to City Purchasing during the full course of the contract. The Vendor is to be aware and familiar with the Ethics Code, and educate vendor workers accordingly.

#### **5.34.3. Contract Workers with over 1,000 Hours:**

The Ethics Code has been amended to apply to vendor company workers that perform over 1,000 cumulative hours on any City contract during any 12-month period. Any such vendor company employee covered by the

Ethics Code must abide by the City Ethics Code. The Vendor is to be aware and familiar with the Ethics Code, and educate vendor workers accordingly.

#### **5.34.4. No Conflict of Interest:**

Vendor (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Vendor performance. The City shall make sole determination as to compliance.

#### **5.34.5. Campaign Contributions (Initiative Measure No. 122)**

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. Please see Initiative 122, or call 206-684-8500 with questions.

## **6. BID SUBMITTALS**

Submit Bid in the following format and attachments. Attach each form within your bid. (*Note: Any Addendum could change the forms provided below.*) The Bidder Instructions have specified how the Buyer will consider a failure to incorporate changes made by Addendum):

### **6.1. Legal Name:**

Submit a certificate, copy of web-page, or other documentation from the Corporation Commission in which you incorporated that shows your legal name as a company. Many companies use a “Doing Business As” name or a nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. When preparing all forms below, use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state at <http://www.coordinatedlegal.com/SecretaryOfState.html>.

### **6.2. Minimum Qualifications:**

This response is mandatory. The determination you have achieved all minimum qualifications is made from this or similar document alone, and therefore, the Buyer is not obligated to check references or search other materials in your bid to make this decision.



### **6.3. Vendor Questionnaire:**

This response is mandatory. Submit this questionnaire even if you have sent one in to the City on a previous bid.



VendorQuestionnaire  
.docx

#### 6.4. Bid Offer Form:

This response is mandatory.



2021 Upfitting Bid  
Offer Form (2).docx

#### 6.5. Submittal Checklist:

This checklist is for your convenience only. It need not be submitted with your bid. This checklist summarizes each form required to complete and submit your bid package to the City.

| Form                   | Type      |
|------------------------|-----------|
| Cover Sheet            |           |
| Legal Name             |           |
| Minimum Qualifications | Mandatory |
| Vendor Questionnaire   | Mandatory |
| Bid Offer Form         | Mandatory |

## 7. EVALUATION

#### 7.1. Responsiveness and Responsibility

Purchasing shall review submittals to determine basic responsiveness (timely submittal, all required forms submitted, etc), responsibility (minimum qualifications, equal benefit determinations, etc), WMBE Inclusion Plan, and technical minimum requirements if any (delivery date, required specifications etc). An initial review is made after opening, however additional and more detailed reviews may be made during evaluation and before award. The review may be made of all Vendors or only as needed to determine the lowest responsive and responsible Vendor.

#### 7.2. Specifications:

Before tabulating price, the City evaluates Vendor compliance with specifications and bid requirements. Items on price sheets shall then be calculated for award.

#### 7.3. Prompt Payment Discount:

The City will calculate and reduce the pricing submitted by applying any prompt payment discounts.

#### **7.4. Local Business Tax Revenue Consideration:**

SMC 20.60.106 (H) authorizes that in determining the lowest and best bid, the City shall consider the tax revenues derived by the City from its business and occupation, utility, sales and use taxes from the proposed purchase. The City will apply SMC 20.60.106(H) and calculate when the value could serve as a differentiator to determine the lowest bid. The City of Seattle's Business and Occupation Tax rate varies according to business classification. Typically, the rate for service such as consulting and other professional services is .00415% and for retail or wholesale sales and associated services, the rate is .00215%. Only vendors that have a City of Seattle Business License and have an annual gross taxable Seattle income of \$100,000 or greater, pay Business and Occupation Tax.

### **8. AWARD AND CONTRACT EXECUTION**

The City Buyer intends to provide written notice of the intention to award in a timely manner and to all Vendors responding to the Solicitation. Please note, however, there are time limits on protests to bid results, and Vendors have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

#### **8.1. Protests and Complaints:**

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this ITB process. Please see the City website at <http://www.seattle.gov/city-purchasing-and-contracting/solicitation-and-selection-protest-protocols> for these rules. Interested parties have the obligation to know of and understand these rules, and to seek clarification from the City.

#### **8.2. Instructions to the Apparently Successful Vendor(s):**

The Apparently Successful Vendor(s) will receive an Intention to Award Letter from the Buyer after award decisions are made by the City. The Letter will include instructions for final submittals due prior to execution of the contract or Purchase Order. The Vendor will be expected to provide all essential documents within ten (10) business days. This includes attaining a Seattle Business License and payment of all associated taxes due and providing proper proof of insurance. If the selected Vendor fails to complete all the final submittals within the allotted ten (10) days, the City may elect to cancel the intended award and award to the next ranked Vendor, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract in the timeframes above may cause Bidder disqualification for future solicitations for this same or similar product/service.

#### **8.3. Final Submittals Prior to Award:**

The Vendor(s) should anticipate that the Letter will require at least the following. Vendors are encouraged to prepare these documents when possible, to eliminate risks of late compliance.

1. Ensure Seattle Business License is current and all taxes due have been paid.
2. Ensure the company has a current State of Washington Business License.
3. Supply Evidence of Insurance to the City Insurance Broker if applicable
4. Special Licenses (if any)
5. Supply a Taxpayer Identification Number and W-9 Form



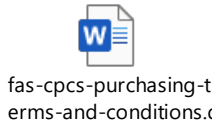
#### 8.4. Taxpayer Identification Number and W-9:

Unless the apparently successful Vendor has already submitted a fully executed Taxpayer Identification Number and Certification Request Form (W-9) to the City, the apparently successful Vendor must execute and submit this form prior to the contract execution date.

#### Links

The following documents have been embedded within this page. To open, double click on icon.

Contract Terms and Conditions:



Insurance Requirements:





**Staff Report: 104-22**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 8/15/2022

**SUBJECT** Continued use of C-100582: Piggyback City of Gresham contract 310871, Emergency Add-on Equipment for City Owned Vehicles

**Key Points**

- The City contracts with Wire Works LLC through the City of Gresham Contract 310871 for upfitting vehicles for both Police and Fire.
- Purchases from this contract will exceed the City's \$300,000 purchasing threshold.
- The City has ongoing equipment repair and replacement needs.
- The contract is set to expire January 31, 2024.
- The original contract was competitively bid and conforms to the bidding requirements set forth by the City of Gresham and the City of Vancouver.

**Strategic Plan Alignment**

**Goal 1:** Ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific NW

**Present Situation**

Over the lifespan of this contract, forty-eight police vehicles and eleven fire apparatuses will be due for replacement and require upfitting before going into service. Since these purchases will exceed the current contract's \$300,000 spending threshold, we are asking that this contract be amended for purchases to be made according to the departments' current authorized budget in place of setting a new spending threshold. In keeping with Fleet Service's effort to streamline the City's fleet, staff is requesting the ability to purchase from this contract and take advantage of the contract pricing.

**Advantage(s)**

1. The equipment purchased through this contract match the current City standard.
2. The vendor covered under this contract has continuously provided high quality, dependable equipment and service that help maintain uniformity in the City fleet and the operational

needs of multiple City maintenance departments.

3. The approval for continued use of this contract will enable Fleet Services the ability to schedule emergency vehicles for upfitting while taking advantage of the contract's competitive pricing.

**Disadvantage(s)**

None

**Budget Impact**

The City will utilize the contract for purchasing high priority essential parts and equipment and will stay within the current authorized budget.

**Prior Council Review**

None

**Action Requested**

Authorize the City Manager or their designee to approve purchases under C-100582: City of Gresham Contract 310871 for the life of the contact with Wire Works LLC up to the current authorized budget.

*Dan Zenger, Fleet Services Manager, 360-487-8205*

**ATTACHMENTS:**

- ▢ Contract



## ON CALL SERVICES CONTRACT CONTRACT NO. 310871

This contract between the CITY OF GRESHAM, a municipal corporation of the State of Oregon (the "City") and Wire Works LLC (the "Contractor"). The City's Project Manager for this contract is Jason Haussler, Fleet Maintenance Supervisor.

### THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**1. Statement of Work.** The purpose of this contract is to provide on-call services **TO PROVIDE AND INSTALL EMERGENCY ADD-ON EQUIPMENT IN CITY OWNED VEHICLES.** The statement of work, including the deliverables and payment schedule for the work, is contained in Exhibit A-1 (hereinafter referred to as the "Statement of Work or "Work" or "Services").

**2. Contractor's Agreement to Provide Services.** Contractor agrees to provide on a non-exclusive on-call basis the services described in Exhibit A-1 and in accordance with the terms and conditions of this Contract. City is not required to make any purchase under this contract if the City has no requirements for the services or for any other reason, at the City's sole discretion. Contractor shall not commence work unless expressly authorized in writing in the form or format substantially shown in Exhibit A-2, or in another format mutually agreed to in writing.

**3. Effective Date and Duration.** This contract is effective on February 1, 2021, or on the date at which every party has signed this contract, whichever is later, and expires on January 31, 2024. Upon written approval of both parties, this contract may be renewed for additional one-year terms not to exceed a total contract term of 5 years.

**4. Consideration.** Maximum compensation under the Contract shall not exceed **\$1,015,000.** City agrees to pay Contractor for providing all Work required by this contract, including allowable expenses, as outlined in Exhibit A-1 and as specifically authorized in Exhibit A-2.

**5. Standard Terms and Conditions.** This Contract is subject to the Standard Terms and Conditions, which are incorporated into this contract by reference, and located at: <https://greshamoregon.gov/WorkArea/DownloadAsset.aspx?id=8212>.

**6. Statutory Provisions.** This Contract is subject to Oregon Statutory Provisions, which are incorporated into this contract by reference, and are located at: <https://greshamoregon.gov/WorkArea/DownloadAsset.aspx?id=8213>.

**7.** The Standard Terms and Conditions and Statutory Provisions that apply to this contract are the ones in effect on the effective date unless modified by written amendment.

**8. Exhibits.** The following exhibits are attached hereto and incorporated into this contract.  
Exhibit A-1 – Statement of Work, Deliverables, and Payment Schedule  
Exhibit A-2 – Authorization to Commence with Specified Work  
Exhibit B – Insurance Requirements

### CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

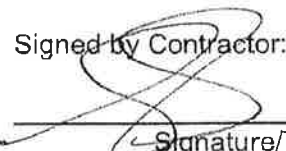
Contractors Name (please print): WIRE WORKS  
Contact Name: GREG CALKINS Phone: 503-990-8750  
Fax: 503-990-8034 E-Mail: G.CALKINS@WIREWKS.CO  
Address: 2525 COMMERCIAL ST NE SALMON OR 97301  
Gresham Business Lic # \_\_\_\_\_ Federal Tax ID # 45-3259493 State Tax ID # 798680-98  
Business Designation (check one): ☐ Individual ☐ Partnership ☒ Corporation (S)  
☐ Government ☐ Nonprofit ☒ LLC ☐ Other \_\_\_\_\_  
If not a citizen, check one: ☐ Lawful Permanent Resident ☐ Nonresident Alien

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

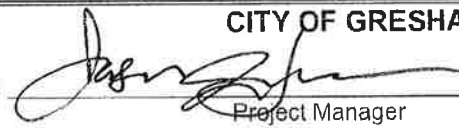
Contractor understands that the Standard Terms and Conditions, Statutory Provisions, and Exhibits A-1, A-2 and B are an integral part of this contract and agree to perform the work described in Exhibit A-1 and A-2 in accordance with the terms and conditions of this contract.

Contractor represents and warrants to City that: (a) Contractor has the power and authority to enter into and perform the Contract; (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

By its signature contractor acknowledges it has read and understands this contract and agrees to be bound by its terms and conditions.

Signed by Contractor: \_\_\_\_\_  
 owner 1/21/21  
Signature/Title Date

**NOTICE TO CONTRACTOR:** This contract does not bind the City of Gresham unless and until the City Manager or Designee has executed it.

**CITY OF GRESHAM SIGNATURE**  
Approved:  1/25/2021  
Project Manager Date  
Reviewed: David Ross Digitally signed by David Ross  
City Attorney or Designee Date  
Approved: \_\_\_\_\_  
City Manager or Designee Date

**EXHIBIT A-1  
STATEMENT OF WORK, DELIVERABLES, AND  
PAYMENT SCHEDULE**

**STATEMENT OF WORK**

**EQUIPMENT INSTALLATION & SET-UP SPECIFICATION**

With the variety of vehicles and services the City of Gresham provides, the equipment required on a particular vehicle may vary and may include some or all of the items listed below.

All police emergency equipment listed will be mounted and wired to a wiring harness & fuse panel, all to terminate at Controller/Radio within the console. All hardware is to be installed with a securely mounted service loop for ease of future service. Vendor shall install equipment per the following specifications:

**Wire Harness Specifications:** All wire is to be color coded and if repeats are necessary, they must contain a trace or labeling. All wires shall be clearly labeled every 3 inches with the beginning of the print to be within 2 inches of the start of each wire, in order to facilitate instant wire identification. All wire shall meet industry code requirements for vehicle installation in wet and dry installations.

The wiring harness/fuse panel shall be modular in design and able to accommodate vehicle needs whether it is an 8, 15 or 27 circuit panel. It shall include all power wires & any trigger or activation wires so that no extra wires are outside the harness. This harness is to include all under hood wiring, strobe, back flash, rear light-kill wires, gunlock, MDC pre-wire, cellphone, scanner, etc. Additional labeled power wires not currently used shall be wired into the harness to facilitate future equipment upgrades. Future use power wires shall have fuse terminal locations pre-existing in the modular fuse panel. The wiring for this harness should meet these specifications at the minimum:

- All wire throughout the harness shall be either GXL or TXL with a cross-linked polyethylene XLP insulation, meeting SAE J1128, Ford ESB-MI L85-A and Chrysler MS-8900 specifications. Temperature rating shall be -40 f to 257 f with a nominal voltage of 60 V DC.

All wire terminals shall be applied with tooled press applicators designed to the specifications of the terminal manufacturer. Verification of proper terminal application to manufacturer spec of any individual terminal, to all terminals within a harness, shall be provided upon customer request. No push on terminals of any type, specifically Scotch-Loc, or T-Tap connectors are to be used within the harness, or the completed vehicle. Every item within the vehicle must be individually fused within the modular panel and any fuses over 30 amps in value shall be a maxi-fuse. Each component's wiring must be sized to handle at least 125% of that circuit capacity. All wire runs are to be within factory wiring channels and secured every 6 inches at a minimum. Extra wiring is to be cut short; still allowing a service loop, but no bundles of wire under the carpet, dash, or trunk will be acceptable.



Power fuse/relay panel itself must be secured to the headlight flasher, solenoid, and power timer contained within the panel. The construction material of the panel must be of a plastic composite that is rated to withstand under hood temperatures for the life of the service period of the vehicle. Constructed of Flame Retardant PC/PBT Alloy UL94-5VA PC/PBT blended, UV stabilized plastic. Light gray or black colored base, with clear PC hinged lid so fuses are clearly visible without cover removal. Available submersion rating to Ip66 of IEC 529 and NEMA 1, 2, 4, and 4X. Foam gasket molded into clear hinged lid which opens via two-tab releases. Box mounting via sealed mounting hole in each corner on bottom of housing. A modular timer option shall be a standard feature in the 8,15 and 27 circuit enclosures. The timer shall have adjustable timer settings from 0 seconds to 4 hrs after the ignition signal is removed. The timer shall override user set timer settings in the event of a low battery. This low battery early turn off shall default at 11.5 volts but be adjustable to any setting desired by the end user at time of order, with no additional costs. The timer shall be constructed in such a manner that if the timer fails at any point, it defaults to a closed ignition signal so that all equipment controlled via the timer will continue to function. A single, properly sized power wire shall be wired directly to the battery positive terminal from the solenoid. All future use wiring in electrical harness shall be neatly contained within back of console body.

All wiring runs, equipment locations, and fuse layouts are to be identical on every unit (of like kind), and a diagram must be provided with every vehicle. A lid covering the fuse panel shall indicate the location and function of each fuse within the panel, including future use wiring and values.

All supplemental wiring shall meet the same standard as the modular wire harness. All supplemental wiring is to be continuous runs with no cable extension other than at the hardware it is wired to.

The master ground is to be a properly sized wire connecting from a factory ground terminal running in to the console, terminating with a common ground bolt in the console. All grounds not wired to the common ground shall use star type lock washers at the ground end.

**Siren Speaker and Mount:** Install Whelen 5A315P siren speaker behind the grill, wire to harness with labeled wire.

**Push Bumper:** Vendor to supply and install Setina PB450L push bumper and Setina PB5 fender wraps.

**Headlight Flasher:** Install per above. Mounted as listed in electrical specifications. Wire to fuse panel & Siren/PA/Light Controller. Must be park killed on light level number 3.

**LED Package:** Labeled power and activation wires to run inside factory rocker panel chase, down passenger side, to terminate at Controller. Two (2) Blue/White LED lights to be mounted in the reverse housings flash ring. All light cables are to be cut to exact length and waterproof/heat shrink crimped to cable ends. (No butt connectors, or cable

splicing.) All light wires in trunk lid are to run with existing cable runs and secured every six (6) inches.

**Rear Deck Lights:** Rear deck light to be attached.

**Console:** Install Contour Style Console per manufacturer instructions. All equipment in console must be mounted with service loops, of no less than 12 inches. All faceplates must be model specific.

**Floor Plate:** Install extruded aluminum or steel plate no holes bored floor plate per manufacturer instructions. Must have room to mount siren connector in front of console.

**MDC:** (provided by the City) Installer is required to perform electrical modification to MDC mount. MDC to have its own independent circuit.

**MDC Mount & Dock:** The City of Gresham currently uses the Havis stand but reserves the right to change this piece of equipment on an as needed basis. The City of Gresham will provide the dock but not the mount.

**Printer:** (provided by the City) Install customer supplied printer dock and run cables from installation location on partition to MDC and fuse distribution panel with its own independent circuit.

**Cup-holder:** Mount to floor plate between seats.

**Siren/PA/Light Controller:** Hook up horn ring, park kill (see below), back lighting for controller. Wire all activation wires to controller. Wiring to allow for service loop of at least 12 inches. Ground to master ground bolt in console, grounding to stud terminal on back of unit not acceptable. Aux. switch to trigger rear mounted dome light. PA mic to mount to right side of console using magnetic mic clip, and mic plate.

**Park Kill:** Must use Whelen WPKM1 but the City reserves the right to change this piece of equipment on an as needed basis.

**Radio:** Install supplied radio with radio rebroadcast function. Radio to have its own independent circuit.

**Radio Antenna:** Install panorama antenna to radio and MDT. Antenna must be tuned per vehicle.

**Flashlights:** Install flashlight wire charger sleeve to wire harness. Attach sleeve to partition adjacent to gun rack, and wire into modular fuse panel. Ground to master ground bolt in console.

**Partition:** Setina XL Tall Man Partition with full lower extension panel. Set back as far as possible to allow maximum driver & passenger seat travel. Installer must modify lower portion of partition to allow driver seat to go all the way back.

**Gun-Mount & Lock:** AR-15 and 40mm to store with barrel pointing down, with a custom capture stud for the barrel. Add 8 second delay timer circuit.

**Prisoner Seat:** Remove factory supplied rear seat. Install prisoner seat with required seat belt installation kit.

**Light Bar:** Whelen Liberty II light bar install to roof of vehicle and run cables through plastic grommet and seal hole internally & externally. To mount center on "B" Pillar, with cable running inside driver side "B" Pillar, so that factory trim does not bulge out when replaced. Ground to master ground bolt in console.

**300 amp relay:** Wire to modular fuse panel/wire harness, controlled by adjustable timer. 4 gauge main power to feed directly to battery terminal. By disconnecting this wire all aftermarket equipment will be disconnected from factory electrical system.

**Aux. Radio Speaker:** Mount to recess panel on partition by driver side, up high.

**Disable/Enable:** Disable all factory chimes. Disable rear door openers and windows. Rear door lock plungers to be removed and whole sealed with plastic plug.

**Window Bars:** Install rear door window bars.

**Power Timer:** If applicable, unit not to be wired in to electrical circuit in manner which carries amp load requirements of emergency equipment through it. Proper install will result in only timer control of solenoid.

**Warranty and Inventory Requirements:** For the first year of vehicle service, the vendor shall replace defective or failed manufactures equipment, with new hardware from vendors stock, at no expense (including travel time and freight) to the City. This will prevent the City of Gresham from experiencing down time in the event a siren speaker, light bar controller, power supply, etc. fails. This replacement warranty service shall be provided at no charge and within 48 hours of notification. Beyond 48 hours the City of Gresham reserves right to self-support, and invoice vendor for any charges incurred. All installation work is to be warranted for the life of the vehicle. No modifications allowed.

**Transport and Delivery:** Vendor is responsible to pick up units and deliver them back to the City of Gresham when completed.

## Appendix B

### Itemized Emergency Equipment Specifications 2020 or Current Chevy Tahoe Patrol Police Package

| Item | Description                               | Qty | Cost     |
|------|-------------------------------------------|-----|----------|
|      | <b>Electrical and general vehicle</b>     |     |          |
| 1    | 911 circuits 27 labeled circuits w/ timer | 1   | \$770.55 |

|    |                                                                                                                                                                     |    |            |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------------|
| 2  | Whelen Siren Speaker and bracket 100 watt (SA315 & SAR 1 "Core")                                                                                                    | 1  | \$165.90   |
| 3  | Cencom Carbide Controller CCSRNT5F                                                                                                                                  | 1  | INCL       |
| 4  | Single 12V power supply lighter adapter with rubber plug                                                                                                            | 1  | \$7.64     |
| 5  | Whelen solid state headlight flasher. Includes mating plug, for positive switching headlights, if not factory installed.                                            | 1  | \$71.64    |
| 6  | Setina PB450L lighted push bumper includes Whelen ION lightheads (2 red & 2 blue)                                                                                   | 1  | \$845.79   |
| 7  | Setina PB5 PB300/400 Fender wraps                                                                                                                                   | 1  | \$390.39   |
| 8  | LED Whelen spotlight (8 degree)                                                                                                                                     | 1  | \$163.35   |
| 9  | Whelen 50" Duo front & rear colors w/ ITL12 Takedowns, Photocell and strap kit (LED Lightbar dual color in the modules w/ arrowstick) includes CAN Port Module Plug | 1  | \$2,612.39 |
| 10 | Whelen GTT self-contained LED IR opticom emitter                                                                                                                    | 1  | \$1,201.07 |
| 11 | Whelen Liberty II 795 mounting bracket                                                                                                                              | 1  | \$66.55    |
| 12 | Whelen Vertex Super LED lighthead. Blue                                                                                                                             | 1  | \$74.00    |
| 13 | Whelen Vertex Super LED lighthead. Red                                                                                                                              | 1  | \$74.00    |
| 14 | Whelen ION DUO series linear-LED universal light. Split red/blue #12J                                                                                               | 2  | \$213.01   |
| 15 | Whelen ION series LED lighthead. Blue                                                                                                                               | 1  | \$79.86    |
| 16 | Whelen ION series LED lighthead. Red                                                                                                                                | 1  | \$79.86    |
| 17 | Whelen ION series lighthead flush mount grommet kit                                                                                                                 | 2  | \$10.45    |
| 18 | Whelen 3" white LED dome light                                                                                                                                      | 3  | \$147.02   |
| 19 | Cannon 120 degree: blue/white                                                                                                                                       | 2  | \$148.00   |
| 20 | Sound off universal mount dome light. Red/white LED's                                                                                                               | 2  | \$67.60    |
| 21 | Round rocker non-lighted switch                                                                                                                                     | 1  | \$8.95     |
| 22 | Able 2 LED flasher                                                                                                                                                  | 1  | \$27.92    |
| 23 | Uniden Bearcat 20 watt External Radio Speaker                                                                                                                       | 1  | \$29.99    |
| 24 | Panorama antenna. Includes 800MHz radio, GPS, WiFi and cell in one unit                                                                                             | 1  | \$249.93   |
| 25 | Fire extinguisher - 2.5lb ABC w/ approved marine bracket (prefer Amerex B417)                                                                                       | 1  | \$45.00    |
|    | <b>Officer Area</b>                                                                                                                                                 |    |            |
| 26 | Custom console for the Chev Tahoe                                                                                                                                   | 1  | \$156.00   |
| 27 | Havis self-adjusting double cup holder                                                                                                                              | 1  | \$42.86    |
| 28 | Custom 8"x8"x1.5" deep pocket                                                                                                                                       | 1  | \$45.18    |
| 29 | Havis 4" faceplate for Whelen CENCOM                                                                                                                                | 1  | \$0.00     |
| 30 | Havis 3" faceplate for remote radio head                                                                                                                            | 1  | \$0.00     |
| 31 | Havis 3" blank faceplate for custom design for battery charger                                                                                                      | 1  | \$15.00    |
| 32 | Magnetic mic clip                                                                                                                                                   | 2  | \$65.90    |
| 33 | Universal Electric Handcuff Style Gunlock with Handcuff Key, mount and lock for AR-15 and 40mm                                                                      | 1  | \$455.78   |
| 34 | Custom stainless steel weapon mount accessories "barrel down"                                                                                                       | 1  | \$106.88   |
| 35 | Whelen 16 output expansion module                                                                                                                                   | 1  | \$151.59   |
| 36 | Custom no holes floor plate. Secures using All 4 factory seat post holes, for between seats consoles                                                                | 1  | \$136.50   |
| 37 | Flashlight charger - Mag Lite Stinger w/ power supply                                                                                                               | 1  | \$40.90    |
| 38 | 40/60 AMP relay                                                                                                                                                     | 7  | \$34.65    |
| 39 | Tiger Tough seat cover for drivers seat                                                                                                                             | 1  | \$137.36   |
| 40 | Computer mount post for side csole Havis mount                                                                                                                      | 1  | \$492.40   |
| 41 | Whelen park kill module                                                                                                                                             | 1  | \$46.46    |
| 42 | Custom bracket for Brother printer mounted overhead                                                                                                                 | 1  | \$37.05    |
|    | <b>Prisoner Area</b>                                                                                                                                                |    |            |
| 43 | Laguna 3P rear molded seat & partition (includes seatbelts)                                                                                                         | 1  | \$1,375.77 |
| 44 | Jotto Desk vertical window armor and ABS door panels package                                                                                                        | 1  | \$308.75   |
| 45 | Setina #10VS C Recessed panel coated polycarbonate window with expanded metal screen *Must be tall man                                                              | 1  | \$719.10   |
| 46 | Pro-Gard charcoal grey ABS floor pan or equal to                                                                                                                    | 1  | \$161.77   |
| *  | LABOR (Hours)                                                                                                                                                       | 46 | \$3,680.00 |

TOTAL COST PER VEHICLE:

\$16,383.16

\*\*\*Including \$350 of freight fees and \$350 for shop supplies\*\*\*

CITY OF GRESHAM - ON CALL SERVICES CONTRACT

EXHIBIT A-1 STATEMENT OF WORK

Page 7 of 13

Rev 9/27/2019

## Appendix C

### Itemized Emergency Equipment Specifications 2020 or Current Chevy Tahoe Sergeant Police Package

| Item | Description                                                                                                                                                                                                                        | Qty | Cost       |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|
|      | <b>Electrical and general vehicle</b>                                                                                                                                                                                              |     |            |
| 1    | 911 circuits 27 labeled circuits w/ timer                                                                                                                                                                                          | 1   | \$722.45   |
| 2    | Mounting bracket for distribution panel. Underhood.                                                                                                                                                                                | 1   | \$49.95    |
| 3    | Whelen Siren Speaker and bracket 100 watt (SA315 & SAR 1 "Core")                                                                                                                                                                   | 1   | \$165.90   |
| 4    | Cencom Carbide Controller CCSRNT5F                                                                                                                                                                                                 | 1   | INCL       |
| 5    | Whelen Chevy Tahoe Speaker mount bracket                                                                                                                                                                                           | 1   | INCL       |
| 6    | Single 12V Power supply lighter adapter with rubber plug                                                                                                                                                                           | 1   | \$7.64     |
| 7    | LED Whelen spotlight (8 degree)                                                                                                                                                                                                    | 1   | \$163.25   |
| 8    | Whelen solid state headlight flasher. Includes mating plug, for positive switching headlights, if not factory installed.                                                                                                           | 1   | \$71.46    |
| 9    | Whelen Vertex Super LED lighthouse. Blue                                                                                                                                                                                           | 1   | \$74.00    |
| 10   | Whelen Vertex Super LED lighthouse. Red                                                                                                                                                                                            | 1   | \$74.00    |
| 11   | Whelen ION TRIO Linear LED lighthouse. Red/blue w/ white override LED's                                                                                                                                                            | 2   | \$312.57   |
| 12   | Bracket that holds 2 ION lights in center of grill                                                                                                                                                                                 | 1   | \$49.95    |
| 13   | Whelen Inner Edge. Five 3-LED lamps, upper front passenger side unit only with one LED flashing/take-down                                                                                                                          | 1   | \$456.73   |
| 14   | Whelen GTT self-contained LED IR Opticom Emitter                                                                                                                                                                                   | 1   | \$1,201.07 |
| 15   | Whelen ION DUO Series Linear LED Universal Light. Split red/blue #12J                                                                                                                                                              | 8   | \$852.03   |
| 16   | Whelen ION Series lighthouse flush mount grommet kit                                                                                                                                                                               | 2   | \$10.45    |
| 17   | Whelen LINSV2 V-Series 2-IN-1 Surface Mount Light. Blue                                                                                                                                                                            | 1   | \$160.08   |
| 18   | Whelen LINSV2 V-Series 2-IN-1 Surface Mount Light. Red                                                                                                                                                                             | 1   | \$160.08   |
| 19   | Whelen "Tracer" mounting brackets for Tahoe                                                                                                                                                                                        | 1   | \$32.05    |
| 20   | Whelen "Tracer" running board lights. 5 lamp housing and TCRL DUO Lighthouses. "L" bracket mounting (6 requires) or Vehicle specific mounting purchased separately.                                                                | 2   | \$1,553.57 |
| 21   | Whelen ION DUO Series Linear LED, Red/Blue, individual control of each color, black housing surface mounting                                                                                                                       | 2   | \$213.01   |
| 22   | License plate mounting bracket                                                                                                                                                                                                     | 1   | \$30.00    |
| 23   | Fenix Cannon LED Hide-A-Way Light. Blue/White                                                                                                                                                                                      | 2   | \$148.00   |
| 24   | Whelen Rear RST Inner Edge. 8 lamp LED Duo. Order bracket #IS458 for deck light.                                                                                                                                                   | 1   | \$982.06   |
| 25   | Uniden Bearcat 20 watt External Radio Speaker                                                                                                                                                                                      | 1   | \$29.99    |
| 26   | Whelen 3" white LED dome light                                                                                                                                                                                                     | 3   | \$147.02   |
| 27   | Round rocker non-lighted switch                                                                                                                                                                                                    | 1   | \$8.95     |
| 28   | Larsen high frequency coax. RG58/U Dual shield cable. 25' length. No connector                                                                                                                                                     | 1   | \$22.50    |
| 29   | Panorama antenna. Includes 800MHz radio, GPS, WiFi and cell in one unit                                                                                                                                                            | 1   | \$249.93   |
| 30   | Secure Idle – ignition override module                                                                                                                                                                                             | 1   | \$129.95   |
| 31   | Fire extinguisher – 2.5lb ABC w/ approved marine bracket (prefer Amerex B417)                                                                                                                                                      | 1   | \$45.00    |
| 32   | OPS box -aluminum. Single drawer configuration. 12"H x 47"W x 32" D. Anti-skid liner on the top. 500lb drawer slides. Key lock cylinder. Mounting brackets included. 1.5" cargo rail around side and back made from .100 aluminum. | 1   | \$1,311.68 |
| 33   | OPS 9100 Push Button Simplex lock per drawer                                                                                                                                                                                       | 1   | \$242.75   |
| 34   | OPS Rubber matting per drawer                                                                                                                                                                                                      | 1   | \$27.35    |
| 35   | OPS Divider per weapon drawer                                                                                                                                                                                                      | 2   | \$69.74    |
| 36   | OPS aluminum lid for PS command boxes                                                                                                                                                                                              | 1   | \$23.52    |
| 37   | Kussmaul Super Auto Eject 20 amp w/ cover                                                                                                                                                                                          | 1   | \$254.94   |
| 38   | ProMariner 43020 ProSport 20 Dual 3 <sup>rd</sup> Generation 20 amp 12/24 volt 2 bank battery charger                                                                                                                              | 1   | \$192.47   |

|    |                                                                                                        |    |            |
|----|--------------------------------------------------------------------------------------------------------|----|------------|
|    | <b>Officer Area</b>                                                                                    |    |            |
| 39 | Magnetic mic clip                                                                                      | 2  | \$65.90    |
| 40 | Universal Electric Handcuff Style Gunlock with Handcuff Key, mount and lock for AR-15 and 870          | 1  | \$455.78   |
| 41 | Custom stainless steel weapon mount accessories "barrel down"                                          | 1  | \$106.88   |
| 42 | Whelen 16 output expansion module                                                                      | 1  | \$151.59   |
| 43 | Custom console to meet Gresham specs                                                                   | 1  | \$156.00   |
| 44 | Custom no holes floor plate. Secured using All 4 factory seat post holes, for between seats consoles   | 1  | \$136.50   |
| 45 | Custom 8"x8"x1.5" deep pocket                                                                          | 1  | \$45.95    |
| 46 | Havis 4" faceplate for Whelen CENCOM                                                                   | 1  | \$0.00     |
| 47 | Havis 3" faceplate for remote radio head                                                               | 1  | \$0.00     |
| 48 | Havis 3" blank faceplate for custom design for battery charger                                         | 1  | \$15.00    |
| 49 | 40/60 AMP relay                                                                                        | 8  | \$39.60    |
| 50 | Tiger Tough seat cover for drivers seat                                                                | 1  | \$154.31   |
| 51 | Computer mount post for side console Havis mount                                                       | 2  | \$492.40   |
| 52 | Flashlight charger - Mag Lite Stinger w/ power supply                                                  | 1  | \$40.90    |
| 53 | Havis molded armrest to mount to trak-mount base                                                       | 1  | \$50.36    |
| 54 | Havis self-adjusting double cup holder                                                                 | 1  | \$42.56    |
| 55 | Whelen park kill module                                                                                | 1  | \$46.46    |
|    | <b>Prisoner Area</b>                                                                                   |    |            |
| 56 | Laguna rear molded seat & partition (includes seatbelts)                                               | 1  | \$1,307.55 |
| 57 | Jotto Desk vertical window armor and ABS door panels package                                           | 1  | \$308.75   |
| 58 | Setina #10VS C recessed panel coated polycarbonate window with expanded metal screen *Must be tall man | 1  | \$719.10   |
| 59 | Pro-Gard charcoal grey ABS floor pan or equal to                                                       | 1  | \$161.17   |
| *  | LABOR (Hours)                                                                                          | 46 | \$3,680.00 |

**TOTAL COST PER VEHICLE:** **\$19,123.25**

\*\*\*Including \$350 of freight fees and \$350 for shop supplies\*\*\*

## Appendix D

### Itemized Emergency Equipment Specifications 2020 or Current Patrol Ford SUV Police Package

| Item | Description                                                                                                                                                         | Qty | Cost       |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|
|      | <b>Electrical and general vehicle</b>                                                                                                                               |     |            |
| 1    | 911 circuits 27 labeled circuits w/ timer                                                                                                                           | 1   | \$736.93   |
| 2    | Whelen Siren Speaker and bracket 100 watt (SA315 & SAR 1 "Core")                                                                                                    | 1   | \$165.90   |
| 3    | Cencom Carbide Controller CCSRNT5F                                                                                                                                  | 1   | INCL       |
| 4    | Single 12V power supply lighter adapter with rubber plug                                                                                                            | 1   | \$7.64     |
| 5    | Setina PB450L lighted push bumper includes Whelen ION lightheads (2 red & 2 blue)                                                                                   | 1   | \$761.54   |
| 6    | Setina PB5 PB300/400 fender wraps                                                                                                                                   | 1   | \$380.39   |
| 7    | LED Whelen spotlight (8 degree)                                                                                                                                     | 1   | \$163.35   |
| 8    | Whelen 50" Duo front & rear colors w/ ITL12 Takedowns, Photocell and strap kit (LED Lightbar dual color in the modules w/ arrowstick) includes CAN Port Module Plug | 1   | \$2,491.39 |
| 9    | Whelen GTT Self-contained LED IR Opticom Emitter                                                                                                                    | 1   | \$1,201.07 |
| 10   | Whelen Liberty II 795 mounting bracket                                                                                                                              | 1   | \$66.55    |
| 11   | Whelen Vertex Super LED lighthead. Blue                                                                                                                             | 2   | \$148.00   |
| 12   | Whelen Vertex Super LED lighthead. Red                                                                                                                              | 2   | \$148.00   |
| 13   | Whelen ION DUO series LED lighthead. Split red/blue #I2J                                                                                                            | 2   | \$213.01   |
| 14   | Whelen ION series lighthead flush mount grommet kit                                                                                                                 | 2   | \$10.45    |

CITY OF GRESHAM - ON CALL SERVICES CONTRACT

EXHIBIT A-1 STATEMENT OF WORK

Page 9 of 13

Rev 9/27/2019



|    |                                                                                                                                                                                                                                          |   |            |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|------------|
| 15 | Whelen 3" led dome light                                                                                                                                                                                                                 | 3 | \$147.02   |
| 16 | Sound Off universal mount dome light. Red/White LED's                                                                                                                                                                                    | 1 | \$67.60    |
| 17 | Round rocker non-lighted switch                                                                                                                                                                                                          | 1 | \$9.95     |
| 18 | Uniden Bearcat 20 watt External Radio Speaker                                                                                                                                                                                            | 1 | \$29.99    |
| 19 | Panorama multi band antenna. Includes 800MHz radio, GPS, WiFi and cell in one unit                                                                                                                                                       | 1 | \$249.93   |
| 20 | Fire extinguisher – 2.5lb ABC w/ approved marine bracket (prefer Amerex B417)                                                                                                                                                            | 1 | \$45.80    |
| 21 | OP-FIU-12-40-20 Aluminum single drawer unit for the Ford suv 12" Hx40"Wx 20". The top of the unit to have Rhino anti-skid surface the unit to have 500lb, 100% capacity ball bearing slides and comes with 1 divider that is adjustable. | 1 | \$1,560.75 |
| 22 | OP-FIU-PLT OPS, Inc.<br>Aluminum mounting platform with sliding doors for spare tire access                                                                                                                                              | 1 | INCL       |
|    | <b>Officer Area</b>                                                                                                                                                                                                                      |   |            |
| 23 | Havis C-VS-1012-INUT console for the Ford suv                                                                                                                                                                                            | 1 | \$342.90   |
| 24 | Havis self-adjusting double cup holder                                                                                                                                                                                                   | 1 | \$42.86    |
| 25 | Custom 8"x8"x1.5" deep pocket                                                                                                                                                                                                            | 1 | \$45.18    |
| 26 | Havis 4" faceplate for Whelen CENCOM                                                                                                                                                                                                     | 1 | \$0.00     |
| 27 | Havis 3" faceplate for remote radio head                                                                                                                                                                                                 | 1 | \$0.00     |
| 28 | Havis 3" blank faceplate for custom design for battery charger                                                                                                                                                                           | 1 | \$15.00    |
| 29 | Magnetic mic clip                                                                                                                                                                                                                        | 2 | \$65.90    |
| 30 | Universal Electric Handcuff Style Gunlock with handcuff key, mount and lock for AR-15 and 40mm                                                                                                                                           | 1 | \$455.78   |
| 31 | Custom stainless steel weapon mount accessories "barrel down"                                                                                                                                                                            | 1 | \$106.88   |
| 32 | Whelen 16 output expansion module                                                                                                                                                                                                        | 1 | \$151.59   |
| 33 | Flashlight charger - Mag Lite Stinger w/ power supply                                                                                                                                                                                    | 1 | \$30.53    |
| 34 | Tiger Tough seat cover for drivers seat                                                                                                                                                                                                  | 1 | \$154.31   |
| 35 | Computer mount post for side console Havis mount                                                                                                                                                                                         | 1 | \$480.91   |
| 36 | Whelen park kill module                                                                                                                                                                                                                  | 1 | \$46.46    |
| 37 | Custom bracket for Brother printer mount overhead                                                                                                                                                                                        | 1 | \$37.05    |
|    | <b>Prisoner Area</b>                                                                                                                                                                                                                     |   |            |
| 38 | Laguna 3P rear molded seat & partition (includes seatbelts)                                                                                                                                                                              | 1 | \$1,061.17 |
| 39 | Jotto Desk vertical window armor (OEM Doors)                                                                                                                                                                                             | 1 | \$247.42   |
| 40 | Setina 10XL C prisoner cage includes horizontal sliding window, coated poly window with expanded metal screen *Must be tall man                                                                                                          | 1 | \$700.50   |
| 41 | Pro-Guard charcoal grey ABS floor pan or equal to                                                                                                                                                                                        | 1 | \$151.73   |
| *  | LABOR (Hours)                                                                                                                                                                                                                            |   | \$3,680.00 |

**TOTAL COST PER VEHICLE:**

**\$17,111.44**

\*\*\*Including \$350 of freight fees and \$350 for shop supplies\*\*\*

## **Appendix E**

### **Installation equipment on other types of vehicles**

The following types of equipment may or may not include the following:

Arrow board  
 Lightbar  
 Beacons  
 Front and rear LED safety lighting  
 Side LED safety lighting  
 Radio (to be supplied by the City)

Labor rate/hour

\$80/hour – hourly shop cost for installation labor

\$80/hour – hourly cost for in the field installation

Shop mark-up on parts installed is 35% off MSRP, on average

## **PAYMENT SCHEDULE**

City shall pay Contractor the consideration described in Paragraph 4 and as authorized in the format set forth in Exhibit A-2 or as otherwise agreed to in writing.

☒ Other

Monthly progress payments based on time and materials (if checked above) will be based on the following:

City will pay the Contractor for applicable materials and labor as described herein upon completion of each vehicle.

Payment shall be made within thirty (30) calendar days after receipt of invoice and City approval of services rendered. The invoice shall state the contract number from page 1 of this contract and describe the work performed.

## **ACH Payments**

It is the City's policy to pay Contractor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Contractor shall execute the City's standard ACH Vendor Payment Authorization Agreement.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Contractor accounts with financial institutions. All payments shall be in United States currency.

**EXHIBIT A-2**  
**AUTHORIZATION TO COMMENCE WITH SPECIFIED WORK**  
**City of Gresham**

\*\* (Date Issued)

\*\* (Contractor)

The City of Gresham has awarded a project to your firm. Please consider this Authorization as approval to commence the performance of services described below and subject to the approved terms and conditions in Contract No. \_\_\_\_\_.

PROJECT MANAGER:

DEPARTMENT/DIVISION:

SCOPE OF WORK (attach additional sheets as needed):

SPECIAL CONDITIONS:

START DATE:

COMPLETION DATE:

COMPENSATION:

Our records indicate your Certificates of Insurance are valid through:

Workers' Compensation \_\_\_\_\_

General Liability \_\_\_\_\_

Auto Liability \_\_\_\_\_

Please provide updated Certificates of Insurance if the completion date is after expiration of Certificates of Insurance.

Please contact \* at \* if you have any questions about this project.

Authorized by:

Accepted by:

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department: \_\_\_\_\_

\_\_\_\_\_  
Contractor

## EXHIBIT B

### STANDARD PUBLIC CONTRACT INSURANCE REQUIREMENTS

Contractor shall maintain in force at its own expense all insurance and other documentation noted below:

**Workers' Compensation** insurance in compliance with ORS 656.017. All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. Contractor shall submit:

- Proof of Workers Compensation, or
- Proof of exemption and Independent Contractor Certification

☐ **Professional Liability** (*Check Here if Required*) insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for two years after the contract is completed.

**Commercial General Liability** insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards.

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.

**Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from Contractor or its insurer(s) to the City.

**Additional Insured.** For general liability insurance and automobile liability insurance the City, and its elected officials, agents, officers, and employees will be Additional Insureds, but only with respect to Contractor's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

**Certificates of Insurance.** Contractor shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.





**Staff Report: 105-22**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 8/15/2022

**SUBJECT** Bid Award for Street Light Material Re-Bid, ITB#22-30

**Key Points**

- Due to increased material costs, Vancouver's street light materials purchase contract was terminated early. To continue purchasing street light material, the City had to re-bid the entire contract.
- The City is responsible for maintaining public street lighting.
- Street lighting components need to be replaced as street lights age or become damaged.
- Properly functioning street lights are essential to ensure public safety and reduce City liability.
- A materials purchasing contract awarded to the lowest responsive bidder allows the City to obtain needed parts at a competitive and predictable price while requiring the vendor to maintain a minimum inventory to meet City needs.

**Strategic Plan Alignment**

**Goal 1:** Ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific NW

**Present Situation**

The original street light material purchase contract dated June 21, 2021 with C.E.D, was terminated on Feb 25, 2022, because price adjustments had been tied to the Seattle CPI. Unfortunately, the current cost increases on the products we are purchasing from CED are much higher than the Seattle CPI number. This new contract includes more flexibility for the City to make decisions on material cost increases.

The City received 1 bid for street lighting components in the amount of \$2,756,557.51. The low bidder was responsive. It is the City's intent to award a contract for a maximum of five (5) years. The bids received are as follow:

| <b>SUMMARY OF BIDS</b> |  |
|------------------------|--|
|                        |  |



| <b>BIDDER</b>                   | <b>AMOUNT</b>   |
|---------------------------------|-----------------|
| C.E.D. Vancouver, Vancouver, WA | \$ 2,756,557.51 |

The required annual quantity of materials specified in the bid represents a worst case scenario and is conservative. It is impossible to predict what items will need to be purchased since maintenance requirements can be unpredictable. This resulted in a projected annual cost that exceeded the annual budget allocation. The City will only order items needed to maintain adequate inventory levels. City staff will limit purchases to the amount of funds allocated in the annual budget.

### **Advantage(s)**

1. Allows the City to purchase new street lights when needed to maintain the safety of the traveling public and to reduce City liability.
2. This resulting contract is good for five (5) years, which will save up front administrative costs.
3. Insures timely and predictable delivery since the vendor is required to maintain a minimum inventory of select items.

### **Disadvantage(s)**

None

### **Budget Impact**

The materials will be funded as part of the Street Lights Maintenance and Operation's annual budget. Sufficient funds in the amount of \$255,000 per year are available to purchase any needed materials from this bid.

### **Prior Council Review**

None

### **Action Requested**

On August 15, 2022, award a materials contract for public street lighting components to the lowest responsive and responsible bidder, C.E.D. Vancouver, WA, for an estimated maximum \$2,756,557.51 over the five year life of this contract.

*Chris Christofferson, Traffic Engineering Manager, 360-487-7716*

### **ATTACHMENTS:**

- ▣ Bid Form



## BID FORM

To the City Council  
City of Vancouver  
Vancouver, Washington 98660

JUNE 26<sup>th</sup>, 2022

The undersigned hereby certifies that the locations and construction details of work outlined in the Plans and Specifications have been personally examined for the:

This contract provides for street light materials, all in accordance with the Contract Provisions, and the Technical Specifications.

Bidder certifies they have read and thoroughly understand the Specifications and contract governing the purchase and the method by which payment will be made for said work and hereby propose to undertake and complete requirements in accordance with said Contract and at the following schedule of rates and prices.

The City reserves the right to adjust the scope of this work to match available funds, including if necessary, the elimination of specific work or all work associated with specific buildings included in this Invitation to Bid.

### NOTE:

- Show prices in legible figures (not words) written in ink or typed and expressed in U.S. dollars and cents.
- Where conflict occurs unit price shall prevail.
- Unit Prices required for all non-Lump Sum bid items.
- The Total Price for Non-Lump Sum Bid Items should be calculated as follow:
  - Approx. Quantity (as listed for that bid item) x Unit Price = Total Price
- Your proposal will be considered irregular and will be rejected if the unit price is left blank and a price per unit cannot be determined by equally dividing the "Approx. Quantity" into the Total Price and rounding the result to the nearest two decimal places.

### SCHEDULE A:

| Item                                                | Description                                                                                         | Approx.<br>Quantity | Unit Price  | Total Cost   |
|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------|---------------------|-------------|--------------|
| <b>Acorn Poles-Direct Bury (Neighborhoods)</b>      |                                                                                                     |                     |             |              |
| 1.                                                  | Valmont (16' pole) Valmont 160050506 DE/w 3"od X3" tenon (two piece decorative skirt WA18AC FP/DBL) | 50 EA               | \$ 1,988.00 | \$ 99,400.00 |
| <b>Post Top Poles-Direct Bury (Neighborhoods)</b>   |                                                                                                     |                     |             |              |
| 2.                                                  | 1508-30-50-4-T-E-P9(3"DIA. X 3"OD) SBF-Anti Rotation                                                | 50 EA               | \$ 597.00   | \$ 29,850.00 |
| <b>Cobra Head Poles-Direct Bury (Neighborhoods)</b> |                                                                                                     |                     |             |              |



| Item                                       | Description                                                                                                                              | Approx. Quantity | Unit Price  | Total Cost   |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------|--------------|
| 3.                                         | Valmont (25' MH, 6' Lum Arm .188 wall thickness) 2208-45-80-6-TEA                                                                        | 50 EA            | \$ 1,612.00 | \$ 80,600.00 |
| 4.                                         | Valmont (30' MH, 6' Lum Arm .188 wall thickness) 2708-45-80-6-TEA                                                                        | 20 EA            | \$ 1,872.00 | \$ 37,440.00 |
| 5.                                         | Valmont (35' MH, 6' Lum Arm .188 wall thickness) 3208-45-80-6-TEA                                                                        | 20 EA            | \$ 2,080.00 | \$ 41,600.00 |
| 6.                                         | Valmont (4' Mast Arm) 1MA0432B45                                                                                                         | 20 EA            | \$ 446.00   | \$ 8,920.00  |
| 7.                                         | Valmont (6' Mast Arm) 1MA0632B45                                                                                                         | 50 EA            | \$ 445.00   | \$ 22,250.00 |
| 8.                                         | Valmont (8' Mast Arm) 1MA0832B45                                                                                                         | 20 EA            | \$ 464.00   | \$ 9,280.00  |
| 9.                                         | Valmont (10' Mast Arm) 1MA1032B45                                                                                                        | 20 EA            | \$ 515.00   | \$ 10,300.00 |
| 10.                                        | Valmont (12' Mast Arm) 1MA1232B45                                                                                                        | 20 EA            | \$ 530.00   | \$ 10,600.00 |
| <b>ECP Steel Pole Foundations</b>          |                                                                                                                                          |                  |             |              |
| 11.                                        | BTP-663-60-12S                                                                                                                           | 50 EA            | \$ 968.00   | \$ 48,400    |
| 12.                                        | BTP-663-84-16S                                                                                                                           | 50 EA            | \$ 1,215.00 | \$ 60,750.00 |
| 13.                                        | BTP-863-84-16S-LH                                                                                                                        | 10 EA            | \$ 1,525.00 | \$ 15,250.00 |
| <b>Acorn Poles-Bolt Down (West of I-5)</b> |                                                                                                                                          |                  |             |              |
| 14.                                        | Valmont (4"X16 3/8" Long Tenon to be used with Visco C2 Dual Fixture Arm) (16' pole)160042706V4A w/4"OD X16 3/8" long tenon, RAL7013     | 10 EA            | \$ 3,445.00 | \$ 34,450.00 |
| 15.                                        | Valmont ( 3 1/2" X13" long tenon to be used with King KA91 Regency Twin Arm) (16' pole)160042706V4A w/3 1/2"OD X13" long tenon, RAL7013  | 10 EA            | \$ 3,445.00 | \$ 34,450.00 |
| 16.                                        | Valmont (4"X16 3/8" Long Tenon to be used with Visco C2 Dual Fixture Arm) (18' pole)180042706V4A w/4"OD X 16 3/8" Long Tenon, RAL7013    | 10 EA            | \$ 3,105.00 | \$ 31,050.00 |
| 17.                                        | Valmont ( 3 1/2" X13" long tenon to be used with King KA91 Regency Twin Arm) (18' pole)180042706V4A w/3 1/2"OD X 13" Long Tenon, RAL7013 | 10 EA            | \$ 3,105.00 | \$ 31,050.00 |
| 18.                                        | Valmont (4"X16 3/8" Long Tenon to be used with Visco C2 Dual Fixture Arm) (20' pole)200042706V4A w/4"OD X16 3/8" long tenon, RAL7013     | 10 EA            | \$ 4,095.00 | \$ 40,950.00 |
| 19.                                        | Valmont ( 3 1/2" X13" long tenon to be used with King KA91 Regency Twin Arm) (20' pole)200042706V4A w/3 1/2"OD X13" long tenon, RAL7013  | 10 EA            | \$ 4,095.00 | \$ 40,950.00 |



| Item                                        | Description                                                                                                                                          | Approx. Quantity | Unit Price  | Total Cost   |
|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------|--------------|
| 20.                                         | Valmont ( 3 1/2" X13" long tenon to be used with King KA91 Regency Twin Arm) (20' pole)200042706V4A w/3"OD X10" long tenon, RAL7013(City Hall Poles) | 10 EA            | \$ 4,095.00 | \$ 40,950.00 |
| 21.                                         | South Coast Lighting/Design (3.5" X 3.5" Tenon)(20' pole) BCOXF2535/75A70RTF or Valmont #200042706V4A-FP/RAL7013 w/ 3.5"x3.5" tenon                  | 10 EA            | \$ 4,095.00 | \$ 40,950.00 |
| <b>Acorn Poles-Bolt Down (east of I-5)</b>  |                                                                                                                                                      |                  |             |              |
| 22.                                         | Hadco P-2065-16-A (cast aluminum pole, gloss black finish) (16" Dia. base)                                                                           | 5 EA             | \$ 1,844.00 | \$ 9,220.00  |
| 23.                                         | Hadco P-2165-16-A (cast aluminum pole, gloss black finish) (20" Dia. base)                                                                           | 5 EA             | \$ 2,737.00 | \$ 13,685.00 |
| 24.                                         | Hadco SA7712A (Black Hand Hole Cover).                                                                                                               | 10 EA            | \$ 240.00   | \$ 2,400.00  |
| 25.                                         | Hadco P-2065-16-H (cast aluminum pole, gloss bronze finish).                                                                                         | 5 EA             | \$ 1,844.00 | \$ 9,220.00  |
| 26.                                         | Hadco SA7712H (Bronze Hand Hole Cover).                                                                                                              | 10 EA            | \$ 269.00   | \$ 2,690.00  |
| 27.                                         | Hadco P-2061-16-G Verde (cast aluminum pole, Green Verde finish).                                                                                    | 2 EA             | \$ 1,888.00 | \$ 3,776.00  |
| 28.                                         | Holophane (Columbia Palisades) WD-A-16-F5J-17-P07-AGB-BK                                                                                             | 5 EA             | \$ 1,462.00 | \$ 7,310.00  |
| 29.                                         | Nova Pole NTP1060C32AB-BPSM8 or <b>Valmont #320860106T4/1MA0832B60-FP/DBL</b>                                                                        | 2 EA             | \$ 3,688.00 | \$ 7,376.00  |
| 30.                                         | South Coast Lighting & Design (BCOXF2535-70A70RTF-16) or <b>Valmont #160042706V4A-FP/RAL7013 w/ 3.5"x3.5" tenon</b>                                  | 2 EA             | \$ 3,546.00 | \$ 7,092.00  |
| 31.                                         | South Coast Lighting & Design (BCOXF2535-75A70RTF-20) or <b>Valmont #200042706V4A-FP/RAL7013 w/ 3.5"x3.5" tenon</b>                                  | 2 EA             | \$ 4,095.00 | \$ 8,190.00  |
| 32.                                         | South Coast Lighting & Design (BCOXF3142-TS-Basecover) or <b>Valmont #HN33BK</b>                                                                     | 2 EA             | \$ 2,735.00 | \$ 5,470.00  |
| <b>Acorn Poles (Twin Fixture Mast Arms)</b> |                                                                                                                                                      |                  |             |              |
| 33.                                         | Hadco Mast Arm (PTH2220-P3-G).                                                                                                                       | 2 EA             | \$ 1,390.00 | \$ 2,780.00  |
| 34.                                         | King Luminaire Vancouver Twin Arm (KA91/VANC).                                                                                                       | 5 EA             | \$ 2,845.00 | \$ 14,225.00 |
| 35.                                         | Visco C2 Twin Arm Assembly                                                                                                                           | 5 EA             | \$ 3,048.00 | \$ 15,240.00 |
| <b>Cobra Head Poles-Bolt Down</b>           |                                                                                                                                                      |                  |             |              |
| 36.                                         | Valmont (1908-40-80-6-T-4-D1/ 1MA0632B45-Satin - / 22'MH 6' Lum Arm .188" Wall Satin Finish.                                                         | 20 EA            | \$ 1,740.00 | \$ 34,800.00 |





| Item | Description                                                                                                                                            | Approx. Quantity | Unit Price  | Total Cost   |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------|--------------|
| 37.  | Valmont (2208-45-80-6-T-4-D1/<br>1MA0632B45-Satin - / 25'MH 6' Lum Arm<br>.188" Wall Satin Finish.                                                     | 50 EA            | \$ 1,868.00 | \$ 93,400.00 |
| 38.  | Valmont (2408-45-80-6-T-4-D1/<br>1MA0632B45-Satin, 27'MH 6' Lum Arm<br>.188" Wall Satin Finish.                                                        | 20 EA            | \$ 1,936.00 | \$ 38,720.00 |
| 39.  | Valmont (2708-45-80-6-T-4-D1/<br>1MA0632B45-Satin, 30'MH 6' Lum Arm<br>.188" Wall Satin Finish.                                                        | 20 EA            | \$ 2,074.00 | \$ 41,480.00 |
| 40.  | Valmont (1MA0432B45 – Satin, (Extra 4'<br>Lum Arm).                                                                                                    | 20 EA            | \$ 394.00   | \$ 7,880.00  |
| 41.  | Valmont (1MA0632B45 – Satin, (Extra 6'<br>Lum Arm).                                                                                                    | 50 EA            | \$ 393.00   | \$ 19,650.00 |
| 42.  | Valmont (1MA0832B45, Satin (Extra 8' Lum<br>Arm).                                                                                                      | 20 EA            | \$ 412.00   | \$ 8,240.00  |
| 43.  | Valmont (1MB1032B45, Satin (Extra 10' Lum<br>Arm).                                                                                                     | 20 EA            | \$ 465.00   | \$ 9,300.00  |
| 44.  | Valmont (1MB1232B45, Satin (Extra 12' Lum<br>Arm).                                                                                                     | 20 EA            | \$ 480.00   | \$ 9,600.00  |
| 45.  | Valmont (300086110D4Z-DBL) 30' pole<br>W/10' single Davit Arm powder coated black<br>(Columbia Palisades)                                              | 2EA              | \$ 2,458.00 | \$ 4,916.00  |
| 46.  | Valmont (350086108D4Z-DBL) 35' pole W/8'<br>single Davit Arm powder coated black<br>(Columbia Palisades)                                               | 2EA              | \$ 2,805.00 | \$ 5,610.00  |
| 47.  | Valmont (3500-8-6-2-08-D4Z –Satin 35'MH<br>8' Davit Arm .188" Wall Satin Finish.                                                                       | 2 EA             | \$ 2,980.00 | \$ 5,960.00  |
| 48.  | Valmont (3500-8-6-1-06-D4Z-FP/BLK<br>35'MH 8' DAVIT ARM 8" BASE OD Shaft<br>.188" Wall Powder Coat Painted Black<br>Valmont Standard Color.            | 2 EA             | \$ 2,740.00 | \$ 5,480.00  |
| 49.  | Valmont (DS90-WA) Fixed base 8S-35' MH-<br>FP/GV 35' steel pole W/8' Single Davit Arm,<br>Galv and powder coated gloss black (SE<br>192nd Ave).        | 2 EA             | \$ 5,320.00 | \$ 10,640.00 |
| 50.  | Valmont (3500-8-8-2-04-D4Z-DBL-335)<br>Lexington Aluminum Pole W/4' Double Davit<br>Arm, Powder coat finish gloss black. (SE<br>192 <sup>nd</sup> Ave) | 2EA              | \$ 3,358.00 | \$ 6,716.00  |



| Item                                   | Description                                                                                                                                   | Approx. Quantity | Unit Price  | Total Cost   |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------|--------------|
| 51.                                    | Valmont (3500-8-8-2-08-D4Z-DBL-335) Lexington Aluminum Pole W/8' Double Davit Arm, Powder coat finish gloss black. (SE 192 <sup>nd</sup> Ave) | 2EA              | \$ 3,587.00 | \$ 7,174.00  |
| 52.                                    | Valmont DB00654 (DS90-WA-10S (S)-40) (Lower River Road).                                                                                      | 2 EA             | \$ 4,632.00 | \$ 9,264.00  |
| 53.                                    | Valmont DB00654 (DS90-WA-6S (S)-40) (39th St. overpass).                                                                                      | 2 EA             | \$ 4,755.00 | \$ 9,510.00  |
| 54.                                    | Valmont DB00654 (DS90-WA-8S (S)-40) (39th St. overpass).                                                                                      | 2 EA             | \$ 4,620.00 | \$ 9,240.00  |
| 55.                                    | Valmont DB00372 (P-301) (Andreson Hill).                                                                                                      | 2 EA             | \$ 2,910.00 | \$ 5,820.00  |
| 56.                                    | Valmont DB00372 (P-302) (Evergreen Hwy).                                                                                                      | 2 EA             | \$ 3,659.00 | \$ 7,318.00  |
| 57.                                    | Valmont (P-302-30 MH-Twin 13.25 LA-GV-HH) (Andreson Hill).                                                                                    | 2 EA             | \$ 5,315.00 | \$ 10,630.00 |
| <b>Sheppard's Crook Poles</b>          |                                                                                                                                               |                  |             |              |
| 58.                                    | Valmont (130830506T4-DBL (black)                                                                                                              | 3 EA             | \$ 975.00   | \$ 2,925.00  |
| 59.                                    | Valmont (130830506T4-RAL 6012 (green/black)                                                                                                   | 3 EA             | \$ 1,255.00 | \$ 3,765.00  |
| 60.                                    | Valmont (150830506T4-DBL (black)                                                                                                              | 3 EA             | \$ 910.00   | \$ 2,730.00  |
| 61.                                    | Valmont (150830506T4-RAL 6012 (green/black)                                                                                                   | 3 EA             | \$ 1,190.00 | \$ 3,570.00  |
| <b>Tear Drop Pole/Mast Arm/Fixture</b> |                                                                                                                                               |                  |             |              |
| 62.                                    | (Holophane) (Pole- DS210-700A250-P9-HH-GV/FP (Orchards lighting).                                                                             | 3 EA             | \$ 2,164.00 | \$ 6,492.00  |
| 63.                                    | Holophane (Decorative skirt- NY24CSB-CI/CS (Orchards lighting)                                                                                | 3 EA             | \$ 1,793.00 | \$ 5,379.00  |
| 64.                                    | (Holophane) (Mast Arm- GAC72/1/(MOD) CA/CS) (Orchards lighting).                                                                              | 3 EA             | \$ 1,254.00 | \$ 3,762.00  |
| 65.                                    | (Holophane) (Fitter- GWLF 200R CA BK) (Orchards lighting).                                                                                    | 3 EA             | \$ 172.00   | \$ 516.00    |
| 66.                                    | DS210650A200P9FPFBCFST-CH17AC-RFD179541 (Waterfront) (Pole) (Street Lighting) or Valmont #DS210 650A 200 P9 FP FST-CH17AC                     | 3 EA             | \$ 2,036.00 | \$ 6,108.00  |
| 67.                                    | Holophane (replacement skirt street light pole) CH17-AB74042 or Valmont #CH17-BK                                                              | 3 EA             | \$ 2,190.00 | \$ 6,570.00  |
| 68.                                    | Holophane (replacement skirt traffic signal pole) or Valmont CH27-FP-36"                                                                      | 3 EA             | \$ 3,670.00 | \$ 11,010.00 |
| 69.                                    | FGIUS-SBKH-RFD179541 (Receptacle) (Waterfront)                                                                                                | 3 EA             | \$ 112.00   | \$ 336.00    |
| 70.                                    | OUC45/1CABKH (MAST ARM) (Street lighting)                                                                                                     | 3 EA             | \$ 505.00   | \$ 1,515.00  |





| Item             | Description                                                                           | Approx. Quantity | Unit Price  | Total Cost   |
|------------------|---------------------------------------------------------------------------------------|------------------|-------------|--------------|
| 71.              | GWDF13200BK (LEVELING FITTER) (Waterfront)                                            | 3 EA             | \$ 172.00   | \$ 516.00    |
| 72.              | MSPL0774KASSB4 (Fixture) (Street Lighting)                                            | 3 EA             | \$ 1,496.00 | \$ 4,488.00  |
| 73.              | ATC96/1CABKH-RFD170770 (MAST ARM) (Safety Lighting)                                   | 3 EA             | \$ 2,035.00 | \$ 6,105.00  |
| 74.              | MPL1504KASSB4P (Fixture) (Safety Lighting)                                            | 3 EA             | \$ 1,637.00 | \$ 4,911.00  |
| <b>Fixtures:</b> |                                                                                       |                  |             |              |
|                  | <b>Acorn</b>                                                                          |                  |             |              |
| 75.              | Dynamic Lighting 150 HPS (DU138/A028AC-T3/TLA/150HPS-120/FDR-LL/BB/760FIN/CLB).       | 5 EA             | \$ 1,630.00 | \$ 8,150.00  |
| 76.              | Hadco Acorn Fixture "Black" 100W HPS (R52-B-A-E-AA-1-A-G-R-G-100S-E).                 | 20 EA            | \$ 1,985.00 | \$ 39,700.00 |
| 77.              | Hadco Acorn Fixture "Black" 200W HPS (R52-B-A-E-AA-1-A-G-R-G-200S-E).                 | 10 EA            | \$ 2,005.00 | \$ 20,050.00 |
| 78.              | Hadco Acorn Fixture "Bronze" 100W HPS (R52-B-A-E-AA-1-H-G-R-G-100S-E).                | 1 EA             | \$ 1,985.00 | \$ 1,985.00  |
| 79.              | Hadco Acorn Fixture "Bronze" 200W HPS (R52-B-A-E-AA-1-H-G-R-G-200S-E).                | 1 EA             | \$ 2,005.00 | \$ 2,005.00  |
| 80.              | Hadco Acorn Fixture "Black" 100W HPS (R52-C-A-E-AA-1-A-G-N-G-100S-E).                 | 20 EA            | \$ 1,865.00 | \$ 37,300.00 |
| 81.              | Hadco Acorn Fixture "Black" 200W HPS (R52-C-A-E-AA-1-A-G-N-G-200S-E).                 | 10 EA            | \$ 1,940.00 | \$ 19,400.00 |
| 82.              | Hadco Acorn (replacement globe) (RG52-AEAAT).                                         | 10 EA            | \$ 872.00   | \$ 8,720.00  |
| 83.              | Hadco Acorn Fixture "Black" 100W HPS (R54-B-A-E-AA-1-A-G-R-G-100S-E).                 | 10 EA            | \$ 1,935.00 | \$ 19,350.00 |
| 84.              | Hadco Acorn Fixture "Black" 200W HPS (R54-C-A-E-AA-1-A-G-N-G-200S-E).                 | 10 EA            | \$ 1,965.00 | \$ 19,650.00 |
| 85.              | Hadco Acorn (replacement globe) (RG54-AEAAT).                                         | 5 EA             | \$ 872.00   | \$ 4,360.00  |
| 86.              | Hadco Acorn Fixture "Black" 100W HPS (R52-C-B-E-HH-1-A-G-N-G-100S-E).                 | 10 EA            | \$ 1,762.00 | \$ 17,620.00 |
| 87.              | Hadco Acorn (replacement globe) (R52-BEHAT).                                          | 5 EA             | \$ 872.00   | \$ 4,360.00  |
| 88.              | Hadco Acorn Fixture "Verde" (R54-B-B-B-N-1-G-G-R-G-100S-E).                           | 1 EA             | \$ 2,235.00 | \$ 2,235.00  |
| 89.              | Hadco Acorn (replacement globe) (RG54-BENNNT).                                        | 1 EA             | \$ 815.00   | \$ 815.00    |
| 90.              | Hadco RL52 LED (RL52-C-A-E-A-1-A-S-N-N-W-A-3-S-N-N-N-SP1) Mill Plain East 100W Equiv. | 5 EA             | \$ 1,955.00 | \$ 9,755.00  |



| Item | Description                                                                                                                                                                                                      | Approx. Quantity | Unit Price  | Total Cost   |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------|--------------|
| 91.  | Hadco RL52 LED (RL52-C-A-E-A-1-A-S-N-N-W-A-5-S-N-N-N-SP1) Mill Plain East 200W Equiv.                                                                                                                            | 5 EA             | \$ 2,152.00 | \$ 10,760.00 |
| 92.  | Hadco RL54 LED (RL54-B-A-E-A-1-A-S-R-N-W-A-3-S-N-N-NM-N-SP1) 100W HPS Equiv.                                                                                                                                     | 10 EA            | \$ 2,172.00 | \$ 21,720.00 |
| 93.  | Hadco RL54 LED (RL54-B-A-E-A-1-A-S-R-N-W-A-5-S-N-N-N-SP1) 200W HPS Equiv.                                                                                                                                        | 10 EA            | \$ 2,332.00 | \$ 23,320.00 |
| 94.  | Holophane Acorn Fixture 100W HPS (AWU100HP12B3H/AAMSGTRU9813-RFD81147)                                                                                                                                           | 5 EA             | \$ 955.00   | \$ 4,775.00  |
| 95.  | Holophane Acorn Fixture 200W HPS (OAL751-01/AE200HP12B3MSGH-TR).                                                                                                                                                 | 5 EA             | \$ 1,337.00 | \$ 6,685.00  |
| 96.  | Holophane (lens/globe) UAA3MSGTR9811.                                                                                                                                                                            | 5 EA             | \$ 469.00   | \$ 2,345.00  |
| 97.  | Holophane LED (Columbia Palisades) AWED2-P30-30K-AS-M-BK-3-M-S-GL-AO-P7-GVDHSS12-SPCL Band RFD 237605)                                                                                                           | 20 EA            | \$ 1,435.00 | \$ 28,700.00 |
| 98.  | King Acorn Fixture 100W HPS (K118-R-LAR-III-100W-MOG-HPS-MT-K14-GH-PE-GR) (RAL-7013 DK Bronze w/RAL-1024 Gold Accents).                                                                                          | 10 EA            | \$ 2,370.00 | \$ 23,700.00 |
| 99.  | King Acorn Fixture 150W HPS (K118-R-LAR-III-150W-MOG-HPS-MT-K14-GH-PE-GR) (RAL-7013 DK Bronze w/RAL-1024 Gold Accents) or Crystal #CLP-ACRN-CG2-FT2L-LE-60CLED-30K-MV-RAL7013 w/RAL1024 Accents-TYP3-WA-FNL2-7PR | 10 EA            | \$ 2,370.00 | \$ 23,700.00 |
| 100. | King (acorn style globe only) K118-LAR-III-K14 (MOD)-GR (M) (RAL-7013 DK Bronze w/RAL-1024 Gold Accents).                                                                                                        | 5 EA             | \$ 1,012.00 | \$ 5,060.00  |
| 101. | King (Acrylic lens replacement with Cast lens Ring) EAS-III.                                                                                                                                                     | 10 EA            | \$ 488.00   | \$ 4,880.00  |
| 102. | King Roto-Lok Globe to old fixture (K4 Roto-Lok Globe Adaptor).                                                                                                                                                  | 5 EA             | \$ 98.00    | \$ 490.00    |
| 103. | KING LED (K118R-B3-AR-IV-60(SSL)-1036-120/277V-K14-PR7-3K-TB-GE-1                                                                                                                                                | 5 EA             | \$ 2,335.00 | \$ 11,675.00 |
|      | <b>Bollards</b>                                                                                                                                                                                                  |                  |             |              |
| 104. | BEGA BOLLARD (8534MH) or Crystal #CLP-330FAL-B-L-36CLED-T-K-MV-FIN                                                                                                                                               | 1 EA             | \$ 1,218.00 | \$ 1,218.00  |



| Item | Description                                                                                                                             | Approx. Quantity | Unit Price  | Total Cost   |
|------|-----------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------|--------------|
| 105. | GARDCO BOLLARD (BRM 823-42-70MH-120-BRP) or Design Pole #DB200-42-11-K-120V-PF-SPF-XB. LED equivalent (BRM832-42-108L-58-NW-G2-120-BZ)  | 5 EA             | \$ 1,455.00 | \$ 7,275.00  |
| 106. | HOLOPHANE "Columbia Series Bollard" (BOL-C44-13-L-CI-BK-S100-MT).                                                                       | 2 EA             | \$ 1,137.00 | \$ 2,274.00  |
| 107. | KIM VRB1C/70HPS120/BLP/BR-C.                                                                                                            | 5 EA             | \$ 1,502.00 | \$ 7,510.00  |
|      | <b>Cobra Head</b>                                                                                                                       |                  |             |              |
| 108. | Leotek (100W HPS Equivalent) GCJO-15H-MV-WW-2R-GY-390-BBL-PCR7-WL                                                                       | 100 EA           | \$ 288.00   | \$ 28,800.00 |
| 109. | Leotek (200W HPS Equivalent) GCM2-30H-MV-WW-2R-GY-850-BBL-PCR7-WL                                                                       | 100 EA           | \$ 422.00   | \$ 42,200.00 |
| 110. | Leotek (400W HPS Equivalent) GCL2-60G-MV-NW-2S-GY-750-BBL-PCR7-WL                                                                       | 50 EA            | \$ 774.00   | \$ 38,700.00 |
| 111. | KIM (1SA/SAR/150HPS 120/LG-P/A-30).                                                                                                     | 2 EA             | \$ 1,150.00 | \$ 2,300.00  |
| 112. | KIM (85373-120R).                                                                                                                       | 2 EA             | \$ 339.00   | \$ 678.00    |
|      | <b>Post Top</b>                                                                                                                         |                  |             |              |
| 113. | Eaton (Woodbridge LED Post Top) MPW-AF-D-U-ASYM-8030-800-4N7E-AP (matches existing post top fixtures)                                   | 40 EA            | \$ 935.00   | \$ 37,400.00 |
| 114. | Lumec (Urban Townguide Classic T Post Top) PBDP103-50W64LED3K-MP-PC-C-LE3-UNV-DMG-HS-RCD7-MGY (Neighborhoods)                           | 40 EA            | \$ 925.00   | \$ 37,000.00 |
| 115. | Lumec (Urban Townguide Classic T Post Top)PBDP103-75W96LED3K-MP-PC-C-LE5-UNV-DMG-HS-RCD7-MGY (Parking lot lighting)                     | 5 EA             | \$ 975.00   | \$ 4,875.00  |
| 116. | Phillips Gardco (Pureform PPT-140L-650-WW-G2-T3-2-UNV-FAWS-TLRD7-F2-MGY) (neighborhoods)                                                | 10 EA            | \$ 1,362.00 | \$ 13,620.00 |
|      | <b>Sheppards Crook</b>                                                                                                                  |                  |             |              |
| 117. | Amerlux (PT40-3-R-SCR-1-TW-D142-RFS22-HPS100-120V-HR3-SAG-GL-BLK) (SE 190th Ave).                                                       | 5 EA             | \$ 3,140.00 | \$ 15,700.00 |
| 118. | Amerlux (Lens only) (FB 22IN SAG Glass Kit).                                                                                            | 5 EA             | \$ 653.00   | \$ 3,265.00  |
| 119. | KING K213-EAS-III-100(MOG)HPS-120-KPL10-PEC (complete fixture in 100w) or Crystal #CLP-BELL-M-TP1-AM-80CLED-T3-30K-MV-BLK/DA1-SGL-4-BLK | 5 EA             | \$ 2,335.00 | \$ 11,675.00 |
| 120. | EAS-III Acrylic lens (replacement with Cast lens Ring).                                                                                 | 5 EA             | \$ 490.00   | \$ 2,450.00  |





| Item | Description                                                                                                                                              | Approx. Quantity | Unit Price  | Total Cost   |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------|--------------|
| 121. | ELA (L8920-100WHPS-MT-PG5-CG) (color, RAL6012).                                                                                                          | 5 EA             | \$ 1,755.00 | \$ 8,775.00  |
| 122. | ELA Sheppards Hook Arm (CR18A).                                                                                                                          | 5 EA             | \$ 552.00   | \$ 3,760.00  |
| 123. | BVF2001-<br>P029LD4DT330K-0-10V/120-277/<br>PA251-3-1-N-4-S/CB19014S10.125/73<br>(Officers Row )                                                         | 5 EA             | \$ 498.00   | \$ 2,490.00  |
|      | <b>Tear Drop (Orchards)</b>                                                                                                                              |                  |             |              |
| 124. | (Holophane) (Fixture- MPU200HP12B4R S-67576 (Orchards lighting).                                                                                         | 3 EA             | \$ 1,245.00 | \$ 3,735.00  |
| 125. | Holophane (Lens Only) TUB4 or Crystal<br>#CLP-BELL-M-TP1-AM-40CLED-T3-30K-MV-<br>BLK /DA1-SGL-4-BLK/CL-RSA-10-4R-.125-<br>9BP-342-SGL-BLK-T4R/DBM84-4-BK | 3 EA             | \$ 349.00   | \$ 1,047.00  |
|      | <b>Tear Drop (Water front)</b>                                                                                                                           |                  |             |              |
| 126. | MSPL0774KASSB4 (LUMINAIRE)<br>(Street Light)                                                                                                             | 3 EA             | \$ 1,496.00 | \$ 4,488.00  |
| 127. | MPL1504KASB4BP (LUMINAIRE) (Safety<br>Lighting)                                                                                                          | 3 EA             | \$ 1,639.00 | \$ 4,917.00  |
|      | <b>Post Top (upgrade) Officers Row</b>                                                                                                                   |                  |             |              |
| 128. | Hadco Urban Baltimore VX651-32-G2-A-C-<br>3-N-W-A-5-N-N-N-N-SP1-N                                                                                        | 20 EA            | \$ 1,420.00 | \$ 28,400.00 |
|      | <b>Post Top (upgrade) Water Front Trail</b>                                                                                                              |                  |             |              |
| 129. | Phillips Pureform (PPT-140L-650-WW-G2-T3-<br>2-UNV-FAWS-TLRD7-F2-BK)                                                                                     | 20 EA            | \$ 1,365.00 | \$ 27,300.00 |
|      | <b>Post Top (upgrade) Neighborhoods</b>                                                                                                                  |                  |             |              |
| 130. | Phillips Pureform PPT-140L-650-WW-G2-T3-2-<br>UNV-FAWS-TLRD7-MGY or Crystal #CLP-X50-<br>40CLED-T3-30K-MV-3R-BLK-CAL                                     | 20 EA            | \$ 1,344.00 | \$ 26,880.00 |
|      | <b>Ballast Kits</b>                                                                                                                                      |                  |             |              |
| 131. | Keystone HPS-100R-1-KIT (100W HPS<br>Ballast 120VAC)                                                                                                     | 100 EA           | \$ 31.55    | \$ 3,155.00  |
| 132. | ULT S100MLTLC3M500K 100W MULTI TAP.                                                                                                                      | 100 EA           | \$ 64.25    | \$ 6,425.00  |
| 133. | ULT S200MLTAC4M500K 200W MULTI TAP.                                                                                                                      | 100 EA           | \$ 114.35   | \$ 11,435.00 |
| 134. | ULT S250MLTAC4M500K 250W MULTI TAP.                                                                                                                      | 20 EA            | \$ 79.40    | \$ 1,588.00  |
|      | <b>Lamps</b>                                                                                                                                             |                  |             |              |
| 135. | Sylvania LU/70/MED HPS (clear).                                                                                                                          | 100 EA           | \$ 10.70    | \$ 1,070.00  |
| 136. | Sylvania LU/100/MED HPS (clear).                                                                                                                         | 100 EA           | \$ 11.10    | \$ 1,110.00  |
| 137. | Sylvania LU/150/MED HPS (clear).                                                                                                                         | 100 EA           | \$ 12.90    | \$ 1,290.00  |
| 138. | Sylvania LU/70/MOG (clear).                                                                                                                              | 250 EA           | \$ 10.70    | \$ 2,675.00  |
| 139. | Sylvania LU/100/MOG (clear).                                                                                                                             | 5000 EA          | \$ 9.30     | \$ 46,500.00 |
| 140. | Sylvania LU/150/MOG (clear).                                                                                                                             | 500 EA           | \$ 12.90    | \$ 6,450.00  |



| Item | Description                                               | Approx. Quantity | Unit Price | Total Cost    |
|------|-----------------------------------------------------------|------------------|------------|---------------|
| 141. | Sylvania LU/200/MOG (clear).                              | 2000 EA          | \$ 9.98    | \$ 19,960.00  |
| 142. | Sylvania LU/250/MOG (clear).                              | 100 EA           | \$ 12.90   | \$ 1,290.00   |
|      | <b>LED Lamps</b>                                          |                  |            |               |
| 143. | LED-8087E30-A 30W (100W REPLACEMENT).                     | 20 EA            | \$ 68.25   | \$ 1,365.00   |
| 144. | LED-8087M30-A 30W (100W REPLACEMENT).                     | 20 EA            | \$ 68.25   | \$ 1,365.00   |
| 145. | LED-8088E30-A 50W (175W REPLACEMENT).                     | 20 EA            | \$ 79.75   | \$ 1,595.00   |
| 146. | LED-8088M30-A 50W (175W REPLACEMENT).                     | 20 EA            | \$ 79.75   | \$ 1,595.00   |
| 147. | LED-8089M30-A 80W (175W REPLACEMENT).                     | 20 EA            | \$ 159.35  | \$ 3,187.00   |
| 148. | LED-8038E30-A 14W (70W REPLACEMENT).                      | 20 EA            | \$ 33.65   | \$ 673.00     |
| 149. | LED-8039E30-A 18W (100W REPLACEMENT).                     | 20 EA            | \$ 37.45   | \$ 749.00     |
| 150. | LED-8029E30-A 24W (150W REPLACEMENT).                     | 20 EA            | \$ 47.60   | \$ 952.00     |
| 151. | LED-8029M30-A 24W (150W REPLACEMENT).                     | 20 EA            | \$ 47.60   | \$ 952.00     |
| 152. | LED-8024M30-A 45W (250W REPLACEMENT).                     | 20 EA            | \$ 62.55   | \$ 1,251.00   |
| 153. | LED-8083E30 30W (100W REPLACEMENT).                       | 20 EA            | \$ 62.55   | \$ 1,251.00   |
| 154. | LED-8084M30 45W (175W REPLACEMENT).                       | 20 EA            | \$ 62.55   | \$ 1,251.00   |
| 155. | LED-8085M30 60W (250W REPLACEMENT).                       | 20 EA            | \$ 62.55   | \$ 1,251.00   |
| 156. | LED-8033E30-G7 35W (175W HID Replacement)                 | 50 EA            | \$ 62.55   | \$ 3,127.00   |
| 157. | LED-8033M30-G7 35W (175WHID Replacement)                  | 50 EA            | \$ 62.55   | \$ 3,127.50   |
| 158. | LED-8024E30-G7 45W (250W HID Replacement)                 | 50 EA            | \$ 62.55   | \$ 3,127.50   |
| 159. | LED-8024M30-G7 45W (250W HID Replacement)                 | 50 EA            | \$ 62.55   | \$ 3,127.50   |
| 160. | LED-8046M30-G7 65W (320W HID Replacement)                 | 50 EA            | \$ 62.55   | \$ 3,127.50   |
| 161. | LED-8027M30-G7 95W (400W HID Replacement)                 | 50 EA            | \$ 148.50  | \$ 7,425.00   |
|      | <b>Photo Control</b>                                      |                  |            |               |
| 162. | TYCO ALR-AA-105W (940650-000).                            | 1000 EA          | \$ 10.75   | \$ 10,750.00  |
| 163. | Ripley Lighting Controls, Long Life Photocontrol6390LL-BK | 8000 EA          | \$ 24.90   | \$ 199,200.00 |
|      | <b>Traffic Signal LED</b>                                 |                  |            |               |
| 164. | GELCORE DR3-RCFB-01A.                                     | 100 EA           | \$ 129.00  | \$ 12,900.00  |
| 165. | GELCORE DR3-YCFB-01A.                                     | 20 EA            | \$ 129.00  | \$ 2,580.00   |
| 166. | GELCORE DR3-GCFB-01A.                                     | 100 EA           | \$ 129.00  | \$ 12,900.00  |





| Item | Description                                                                                                                                              | Approx. Quantity | Unit Price | Total Cost  |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-------------|
| 167. | GELCORE DR4-RTFB-01A.                                                                                                                                    | 20 EA            | \$ 56.40   | \$ 1,128.00 |
| 168. | GELCORE DR4-YTFB-01A.                                                                                                                                    | 5 EA             | \$ 56.40   | \$ 282.00   |
| 169. | GELCORE DR4-GCFB-01A.                                                                                                                                    | 20 EA            | \$ 56.40   | \$ 1,128.00 |
| 170. | GELCORE DR6-RTFB-20A.                                                                                                                                    | 100 EA           | \$ 53.80   | \$ 5,380.00 |
| 171. | GELCORE DR6-YTFB-20A.                                                                                                                                    | 20 EA            | \$ 53.80   | \$ 1,076.00 |
| 172. | GELCORE DR6-GCFB-20A.                                                                                                                                    | 100 EA           | \$ 53.80   | \$ 5,380.00 |
| 173. | GELCORE DR6-RTAAN-21A.                                                                                                                                   | 50 EA            | \$ 55.25   | \$ 2,762.50 |
| 174. | GELCORE DR6-YTAAN-21A.                                                                                                                                   | 50 EA            | \$ 55.25   | \$ 2,762.50 |
| 175. | GELCORE DR6-GCAAN-21A.                                                                                                                                   | 50 EA            | \$ 55.25   | \$ 2,762.50 |
| 176. | GELCORE "GT1" LED 16X18 Count Down Ped Module (PS7-CFF1-26A).                                                                                            | 50 EA            | \$ 162.00  | \$ 8,100.00 |
| 177. | GELCORE LED Array 12" Hand/Man Overlay Ped Module (PS6-CFL1-01A).                                                                                        | 10 EA            | \$ 244.00  | \$ 2,440.00 |
| 178. | GELCORE LED Array 12" Count Down Ped Module (PS6-PFD2-01A-18).                                                                                           | 10 EA            | \$ 244.00  | \$ 2,440.00 |
|      | <b>Traffic Signals/Crosswalk Safety Lighting</b>                                                                                                         |                  |            |             |
| 179. | LeoTek (scenario A, B—3, 5 lane) Leotek 68W GCM2-30H-MV-WW-5-GY-700-PCR7-WL                                                                              | 10 EA            | \$ 409.00  | \$ 4,090.00 |
| 180. | LeoTek (scenario C--7 lane) Leotek 149W GCL2-60G-MV-NW-5-GY-750-PCR7-WL                                                                                  | 10 EA            | \$ 763.00  | \$ 7,630.00 |
| 181. | LeoTek (scenario D--9 lane) Leotek 163W GCL2-60G-MV-NW-5-GY-800-PCR7-WL                                                                                  | 10 EA            | \$ 763.00  | \$ 7,630.00 |
| 182. | LeoTek (scenario E--2 lane Midblock Pedestrian Crossing) Leotek 135W GCM2-40H-MV-WW-2S-GY-1A-PCR7-WL                                                     | 10 EA            | \$ 465.00  | \$ 4,650.00 |
| 183. | LeoTek (scenario F--3 lane Midblock Pedestrian Crossing) Leotek 107W GCM2-40H-MV-WW-3R-GY-850-PCR7-WL                                                    | 10 EA            | \$ 465.00  | \$ 4,650.00 |
| 184. | LeoTek (scenario G--2 lane Midblock Pedestrian Crossing) Leotek 135W GCM2-40H-MV-WW-2R-GY-1A-PCR7-WL                                                     | 10 EA            | \$ 465.00  | \$ 4,650.00 |
| 185. | Philips RFL-180W80LED-3K-G2-5-UNV-DMG-FAWS-PHXL-RCD7-GY3, RPS-80W30LED-730-G1-R5-UNV-DMG-TLRD7-PHXL-GY3 or RPS-80W30LED-730-G1-R5-UNV-DMG-TLRD7-PHXL-GY3 | 10 EA            | \$ 458.00  | \$ 4,580.00 |
| 186. | Philips RFL-180W80LED-3K-G2-5-UNV-DMG-FAWS-PHXL-RCD7-GY3 or RPM-105W60LED-730-G1-R5-UNV-DMG-TLRD7-PHXL-GY3                                               | 10 EA            | \$ 458.00  | \$ 4,580.00 |





| Item                                     | Description                                                                                                   | Approx. Quantity | Unit Price | Total Cost             |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------|------------------|------------|------------------------|
| 187.                                     | Philips RFL-180W80LED-3K-G2-5-UNV-DMG-FAWS-PHXL-RCD7-GY3 or RPM-105W60LED-730-G1-R5-UNV-DMG-TLRD7-PHXL-GY3    | 10 EA            | \$ 458.00  | \$ 4,580.00            |
| 188.                                     | Philips RFL-215W96LED-3K-G2-R3S-UNV-DMG-FAWS-PHXL-RCD7-GY3 or RPM-190W60LED-730-G1-R3S-UNV-DMG-TLRD7-PHXL-GY3 | 10 EA            | \$ 499.00  | \$ 4,990.00            |
| 189.                                     | Philips RFL-215W96LED-3K-G2-R3S-UNV-DMG-FAWS-PHXL-RCD7-GY3 or RPM-110W80LED-730-G1-R3S-UNV-DMG-TLRD7-PHXL-GY3 | 10 EA            | \$ 499.00  | \$ 4,990.00            |
| 190.                                     | Philips RFL-215W96LED-3K-G2-R3S-UNV-DMG-FAWS-PHXL-RCD7-GY3 or RPM-130W60LED-730-G1-R3S-UNV-DMG-TLRD7-PHXL-GY3 | 10 EA            | \$ 499.00  | \$ 4,990.00            |
| <b>Subtotal</b>                          |                                                                                                               |                  |            | <b>\$ 2,540,606.00</b> |
| <b>Washington State Sales Tax (8.5%)</b> |                                                                                                               |                  |            | <b>\$ 215,951.51</b>   |
| <b>Total</b>                             |                                                                                                               |                  |            | <b>\$ 2,756,557.51</b> |

#### **SCHEDULE B**

Provide a discount percentage from the published list prices. For example, a discount of 40% from the published list price means the city pays \$60 for an item with a published list price of \$100. The City will not incur additional cost, except for the WA Sales Tax, when ordering items under Schedule B and when delivering F.O.B. Destination. **Please complete below.**

\_\_\_\_\_ % from the published list prices.  
 Highest percentage discount off the same manufacturer's published price list  
 will be considered to be the lowest net purchase price.



The following Addendum/Addenda is/are hereby acknowledged:

| Addendum<br>No.            | Date of<br>Addendum/Addenda | Signed Acknowledgment |
|----------------------------|-----------------------------|-----------------------|
| 1. <u>ADDENDUM 1 FINAL</u> | <u>06/16/2022</u>           | <u>Matt Pezzi</u>     |
| 2. _____                   | _____                       | _____                 |
| 3. _____                   | _____                       | _____                 |
| 4. _____                   | _____                       | _____                 |

NOTE: **Failure to acknowledge any issued Addenda will render proposal non-responsive and therefore void.** It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from the City of Vancouver Procurement Services' website at: [cityofvancouver.bonfirehub.com](http://cityofvancouver.bonfirehub.com)

The undersigned, under penalty of perjury, hereby certifies that said person(s), firm, association, LLC, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for bidders and that their bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages.

By signing this page of the bid, the bidder acknowledges that the documents enclosed are hereby incorporated by reference and upon award constitute a contract between the undersigned and the City of Vancouver.

Matt Pezzi  
Authorized Official (Signature)

Matt Pezzi  
Printed Name of Authorized Official

CED Vancouver  
Company Name

8100 NE ST. JOHNS RD. STE #101  
Address

matt@cedvancouver.com  
E-mail Address

06/26/2022  
Date

Manager  
Title of Authorized Official

77-0559191  
Federal Employee I.D. #

Vancouver, WA. 98665  
City, State, Zip

360-694-6704  
Telephone Number

NOTE:

1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation or LLC, this proposal must be executed by a duly authorized official.
3. Bids submitted must be complete and include pricing for the work to be completed, in whole, per the attached plans and specifications.



**Staff Report: 106-22**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 8/15/2022

**SUBJECT** Bid Award for Construction and Rehabilitation of Industrial Pump Station per bid 22-31

**Key Points**

- The Industrial Pump Station (IPS) is a critical infrastructure component to Vancouver's wastewater treatment services.
- The electrical and mechanical equipment at the IPS are currently operating beyond their expected service life. While plant staff have maintained the assets to date, the aged equipment is deteriorating and becoming obsolete.
- The rehabilitation project would maintain level of service; include upgrades to meet current City pump station construction standards; extend the useful life of the system by at least another 40 years; and increase reliability and resiliency of the system.

**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 IPS was constructed in 1979 to service local food processing industries and reduce waste loading to the Westside treatment plant. The IPS pumps food-processing wastewater from two food-processing facilities to the industrial pretreatment lagoon. The IPS has been operating since 1979 with original structures, piping, and mechanical and electrical equipment. No major construction or replacements have occurred during its 40-plus years of operation. During the past 10 years, treatment plant maintenance staff have conducted short term repairs to pipes and mechanical equipment that have worn due to corrosion and have led to numerous leaks, and recently in June of this year, installed temporary piping to address a rapidly failing pipe condition.

The project would replace the aging and outdated electrical system with updated equipment that

meets current electrical codes for safety and reliability; install new piping, mechanical equipment and structures that meet current construction standards and provide better maintenance access; and provide a protective coating for the wastewater collection well to extend the service life. The project will include temporary bypass pumping services to keep the two food processing facilities in operation during construction.

On July 19, 2022, bids were opened for this project (ITB 22-31). Bids were received from six (6) firms:

| <b>SUMMARY OF BIDS<br/>BIDDER</b>           | <b>AMOUNT</b>         |
|---------------------------------------------|-----------------------|
| Clark & Sons (Battleground, WA)             | \$1,241,782.50        |
| Advanced Excavating Specialists (Kelso, WA) | \$1,283,338.00        |
| Lee Contractors (Battleground, WA)          | \$1,302,000.00        |
| Tapani (Battleground, WA)                   | \$1,326,109.79        |
| McClure & Sons (Mill Creek, WA)             | \$1,332,759.75        |
| Triton Marine Construction (Bremerton, WA)  | \$1,858,840.45        |
| <i>Engineers' Estimate</i>                  | <i>\$1,270,000.00</i> |

The low bidder, Clark and Sons, was found to be responsive and responsible. They also met the minimum requirements listed in the Supplemental Bidder Responsibility Criteria.

The City's apprenticeship policy sets a 3% utilization apprenticeship goal for this project. Clark and Sons has submitted an apprenticeship utilization plan that will deliver apprenticeship hours in excess of the required 3% goal by using approximately 160 hours of apprentice time of the estimated 2152 total labor hours in this project.

#### **Advantage(s)**

1. Extends life of the pump station to ensure reliable wastewater treatment service to nearby food-related industrial customers.
2. Fully addresses risks from potential system failures by wholly rehabilitating the pump station.
3. The project is designed for, and would be executed to maintain continuous, uninterrupted conveyance and treatment services to the industrial customers.

#### **Disadvantage(s)**

The construction project would slightly increase traffic and activity to the pump station. However, the work site is located within the Westside Treatment Plant, and full mitigation efforts are included in the project to address traffic, dust, noise and other disruptions.

#### **Budget Impact**

The IPS rehabilitation construction project is programmed into the Wastewater Treatment Capital budget for 2021 and 2022 just under \$440,000 for this project, with an additional \$810,000 requested in 2023 for completion of the project.

#### **Prior Council Review**

May 9, 2022 – Council rejected the bid for construction and rehabilitation of the industrial pump station ITB 22-22, because the bids received then were substantially higher cost than the advertised engineer's estimate, and in turn contractors' apprenticeship utilization plans did not meet the City's apprenticeship policy.

**Action Requested**

Authorize the City Manager or their designee to award and execute a contract and any required amendments with Clark and Sons Excavating, Inc., 7601 NE 289th St, Battle Ground, Washington, to purchase equipment and construct upgrades to the Industrial Pump Station at their bid price of \$1,241,782.50, which includes Washington State sales tax.

*Frank Dick, Wastewater Engineering Supervisor, 360-487-7179*

**ATTACHMENTS:**

- ▣ Contract





**CONTRACT # \_\_\_\_\_**

**ITB 22-31: MAIN INDUSTRIAL PUMP STATION REHABILITATION – RE-BID**

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 Clark and Sons Excavating, Inc., hereinafter referred to as "Contractor," whose address is 7601 NE 289th St, Battle Ground, WA 98604, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Main Industrial Pump Station Rehabilitation – Re-Bid. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 22-31 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 improvement of the construction of improvements to the existing Main Industrial Pump Station (MIPS). The pump station collects and pumps food processing wastewater from nearby food facilities at typical rates of about 850,000 gallons per day (587 gpm) with higher rates at 1,500,000 gallons per day (1,042 gpm) during August through October. The scope of work includes repair and coating of the wet well; replacement of pump discharge piping and valves; furnishing and installing: one new 14-hp pump with VFD; new valve vault; new bypass connection vault; and new electrical pump main panel, electrical feed, soft starters for existing 77-hp pumps; and other site improvements and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."**

**The Work shall be fully complete within 90 Working Days from the Notice to Proceed (NTP) date.**

- 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) \$1,241,782.50.

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 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>I. Commercial General Liability:</b>                                                                                                                                                                                                                                                                                                                                                                                                             |                     |
| 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         |
| <b>II. Commercial Automobile Liability</b>                                                                                                                                                                                                                                                                                                                                                                                                          |                     |
| 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         |
| <b>III. Workers' Compensation (applicable to the State of Washington)</b>                                                                                                                                                                                                                                                                                                                                                                           |                     |
| 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         |
| <b>IV. Pollution Legal Liability</b>                                                                                                                                                                                                                                                                                                                                                                                                                |                     |
| Each Claim                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$3,000,000         |
| Annual Aggregate                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$6,000,000         |
| <b>V. Builders Risk</b>                                                                                                                                                                                                                                                                                                                                                                                                                             |                     |
| Builder's "All Risk" Property Insurance                                                                                                                                                                                                                                                                                                                                                                                                             | Contract Value      |
| <ul style="list-style-type: none"> <li>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.</li> <li>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".</li> </ul> |                     |

- 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.

**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. JURISDICTION/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 its 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. Technical Specifications,
  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 6<sup>th</sup> St.  
PO Box 1995  
Vancouver WA 98668-1995

Clark and Sons Excavating, Inc.  
7601 NE 289<sup>th</sup> St.  
Battle Ground, WA 98604

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:**  
Clark and Sons Excavating, Inc.

\_\_\_\_\_  
Eric Holmes, City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name /Title

Attest:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Natasha Ramras, City Clerk

Approved as to form:

\_\_\_\_\_  
Jonathan Young, City Attorney



**Staff Report: 107-22**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 8/15/2022

**SUBJECT** On Call Survey Contracts

**Key Points**

- On-Call task order contracts allow for the efficient procurement of scope-specific professional assistance during times of peak workload.
- A Request for Qualifications (RFQ) was issued by the City for On-Call Surveying Services to which nine firms responded.
- Responses were evaluated and four firms were selected to provide On-Call Surveying Services in the following categories of work: Property Boundaries, Mapping and Construction staking.
- The contracts will be in place for a period of three years utilizing specific task orders.

**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**

The City Survey Department has not been able to keep up with current needs and has contracted out more than \$700,000 over the last five years. With the increase of Public Works and Transportation projects, On-Call Surveying Services will need to be utilized to avoid delays.

The City issued an RFQ 23-22 for On-Call Surveying Services in April 2022 and received nine responses. After a review of all responses, the evaluation committee selected four consultants for On-Call Professional Service Contracts. One was approved on 6/27/2022 by Council (Minister Glaeser Surveying) and three have been on hold awaiting a WSDOT overhead rate approval letter. Two of the three have received the WSDOT approval letters and Staff is bringing forth two contracts to Council for this agenda. The City Survey Department proposes to execute these contracts for three years in the amount shown below with a possible extension of two years.

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

| Surveying Firm      | Contract Amount | Work Categories                                       |
|---------------------|-----------------|-------------------------------------------------------|
| PLS Engineering     | \$600,000       | Property Boundaries, Mapping and Construction staking |
| MacKay Sposito, Inc | \$600,000       | Property Boundaries, Mapping and Construction staking |

Utilizing On-Call contracts allows the City flexibility in staffing projects during times of peak workload.

### **Advantage(s)**

- Provides immediate Surveying services needed to assist City staff for both planned and unexpected projects.
- Provides maximum flexibility to Survey staff to ensure all projects are adequately and professionally staffed.
- Establishing On-Call contracts now that utilize subsequent task orders as needed reduces staff time required to facilitate the consultant hiring process for each task.
- Allows for the hiring of consultants that are specialized in specific fields that meet project needs of the Survey Department.

### **Disadvantage(s)**

Using consultants can be more costly than using City staff, however the short-term nature of On-Call task assignments creates an as-needed short-term supplement to City staff during peak workloads at a reasonable cost.

### **Budget Impact**

Expenditures for task orders executed from these On-Call contracts will be funded from the applicable project's budget.

### **Prior Council Review**

None

### **Action Requested**

Authorize the City Manager or their designee to execute Professional Service Agreements with PLS Engineering, and MacKay Sposito, Inc for professional survey services on an as-needed basis for three years with not-to-exceed amounts as indicated above.

*Glenn Donald, Professional Land Surveyor, 360-487-7774*

**ATTACHMENTS:**

- ▣ Mackay Contract
- ▣ PLS Contract

# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: C-100956

|                                                                                                                                                                                                                                                                                                                      |                                                                                   |                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------|
| Firm/Organization Legal Name (do not use dba's):<br><b>Mackay Sposito</b>                                                                                                                                                                                                                                            |                                                                                   |                                          |
| Address<br><b>18405 SE Mill Plain Blvd, Suite 100</b>                                                                                                                                                                                                                                                                | Federal Aid Number<br><b>N/A</b>                                                  |                                          |
| UBI Number<br><b>600130437</b>                                                                                                                                                                                                                                                                                       | Federal TIN<br><b>90-0915984</b>                                                  |                                          |
| Execution Date<br><b>August 1, 2022</b>                                                                                                                                                                                                                                                                              | Completion Date<br><b>July 31, 2025</b>                                           |                                          |
| 1099 Form Required<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                       | Federal Participation<br><input type="checkbox"/> Yes <input type="checkbox"/> No |                                          |
| Project Title<br><b>On-Call Surveying Services</b>                                                                                                                                                                                                                                                                   |                                                                                   |                                          |
| Description of Work<br>On-call surveying and other related professional services.                                                                                                                                                                                                                                    |                                                                                   |                                          |
| <input type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation<br><input type="checkbox"/> Yes <input type="checkbox"/> No MBE Participation<br><input type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation<br><input type="checkbox"/> Yes <input type="checkbox"/> No SBE Participation |                                                                                   | Maximum Amount Payable: <b>\$600,000</b> |

## Index of Exhibits

|                           |                                                                   |
|---------------------------|-------------------------------------------------------------------|
| <a href="#">Exhibit A</a> | Scope of Work                                                     |
| <a href="#">Exhibit B</a> | DBE Participation                                                 |
| <a href="#">Exhibit C</a> | Preparation and Delivery of Electronic Engineering and Other Data |
| <a href="#">Exhibit D</a> | Prime Consultant Cost Computations                                |
| <a href="#">Exhibit E</a> | Sub-consultant Cost Computations                                  |
| <a href="#">Exhibit F</a> | Title VI Assurances                                               |
| <a href="#">Exhibit G</a> | Certification Documents                                           |
| <a href="#">Exhibit H</a> | Liability Insurance Increase                                      |
| <a href="#">Exhibit I</a> | Alleged Consultant Design Error Procedures                        |
| <a href="#">Exhibit J</a> | Consultant Claim Procedures                                       |



THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Vancouver, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Anna L. Vogel  
Agency: City of Vancouver  
Address: PO Box 1995  
City: Vancouver State: WA Zip: 98668  
Email: [anna.vogel@cityofvancouver.us](mailto:anna.vogel@cityofvancouver.us)  
Phone: 360-487-8429  
Facsimile:

If to CONSULTANT:

Name: Derrick Smith  
Agency: MacKay Sposito  
Address: 18405 SE Mill Plain Blvd, Suite 100  
City: Vancouver State: WA Zip: 98683  
Email: [dsmith@mackaysposito.com](mailto:dsmith@mackaysposito.com)  
Phone: 360-695-3411  
Facsimile:

#### IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

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## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

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

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.



The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Anna Vogel  
Agency: City of Vancouver  
Address: PO Box 1995  
City: Vancouver State: WA Zip: 98668  
Email: anna.vogel@cityofvancouver.us  
Phone: 360-487-8429  
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

### **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.



For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

**CITY OF VANCOUVER**  
A municipal corporation

**CONTRACTOR:**  
MacKay Sposito

---

Eric Holmes, City Manager

---

Signature

---

Date

---

Printed Name /Title

Attest:

---

Date

---

Natasha Ramras, City Clerk

Approved as to form:

---

Jonathan Young, City Attorney

# ***Exhibit A Scope of Work***

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Project No. N/A

The Consultant is to provide on-call surveying services per Request for Qualifications #23-22 (RFQ) and respondent's response to said RFQ on file in the City of Vancouver Procurement Services and by reference hereto made a part of this agreement.

## ***Exhibit B***

### ***DBE Participation Plan***

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In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

N/A

# ***Exhibit C***

## ***Preparation and Delivery of Electronic Engineering and Other Data***

---

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

### **I. Surveying, Roadway Design & Plans Preparation Section**

#### **A. Survey Data**

TBD

#### **B. Roadway Design Files**

TBD

#### **C. Computer Aided Drafting Files**

TBD

D. Specify the Agency's Right to Review Product with the Consultant

TBD

E. Specify the Electronic Deliverables to Be Provided to the Agency

TBD

F. Specify What Agency Furnished Services and Information Is to Be Provided

TBD



II. Any Other Electronic Files to Be Provided

TBD

III. Methods to Electronically Exchange Data

TBD

A. Agency Software Suite

TBD

B. Electronic Messaging System

TBD

C. File Transfers Format

TBD

**Exhibit D**  
**Prime Consultant Cost Computations**

---

See attached



**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 8, 2021

MacKay Sposito, Inc.  
1325 SE Tech Center Drive, Suite 140  
Vancouver, WA 98683

Subject: Acceptance FYE 2020 ICR – Audit Office Review

Dear Jyoti Sohi:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2020 Indirect Cost Rate (ICR) of 149.73% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

A handwritten signature in blue ink, reading "Erik K. Jonson".

ERIK K. JONSON  
Contract Services Manager

EKJ:ah

Actuals Not To Exceed Table (ANTE)

| MacKay Sposito Audited Rates<br>MacKay Sposito, Inc<br>1325 SE Tech Center Drive, Ste. 140<br>Vancouver, WA 98683 |  |                              |  |                  |  |                                             |
|-------------------------------------------------------------------------------------------------------------------|--|------------------------------|--|------------------|--|---------------------------------------------|
| Job Classifications                                                                                               |  | Direct<br>Labor Rate<br>NTE* |  | Overhead<br>NTE* |  | Fixed Fee<br>NTE                            |
|                                                                                                                   |  |                              |  | 149.73%          |  | 30.00%                                      |
|                                                                                                                   |  |                              |  |                  |  | All Inclusive<br>Hourly Billing<br>Rate NTE |
| Survey Manager                                                                                                    |  | \$65.00                      |  | \$97.32          |  | \$181.82                                    |
| Land Surveyor - Project Manager                                                                                   |  | \$50.48                      |  | \$75.58          |  | \$141.21                                    |
| Land Survey Technician                                                                                            |  | \$39.00                      |  | \$58.39          |  | \$109.09                                    |
| Survey Party Chief                                                                                                |  | \$34.00                      |  | \$50.91          |  | \$95.11                                     |
| Survey Instrument Person                                                                                          |  | \$25.00                      |  | \$37.43          |  | \$69.93                                     |
| Administrative Assistant                                                                                          |  | \$27.50                      |  | \$41.18          |  | \$76.93                                     |

## ***Exhibit E***

### ***Sub-consultant Cost Computations***

---

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

N/A



# **Exhibit F - Title VI Assurances Appendix A & E**

## **APPENDIX A**

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.  
*[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

# ***Exhibit F - Title VI Assurances Appendix A & E***

---

## **APPENDIX E**

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

### **Pertinent Non-Discrimination Authorities:**

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

## ***Exhibit G***

### ***Certification Document***

---

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of \_\_\_\_\_
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
**MackKay Sposito**

---

whose address is

**18405 SE Mill Plain Blvd., Suite 100, Vancouver, WA 98683**

---

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the **City of Vancouver**

---

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

**MackKay Sposito**

---

Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-1(b) Certification of** Agency Official

I hereby certify that I am the:

☒ Agency Official of the Local Agency

☐ Other

of the City of Vancouver, and MacKay Sposito

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_  
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

**MackKay Sposito**

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date



## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

## Mackay Sposito

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of on-call surveying services \* are accurate, complete, and current as of August 1, 2022 \*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm: Mackay Sposito

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution \_\_\_\_\_ \*\*\*.

\_\_\_\_\_  
\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)  
\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.  
\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

# **Exhibit H**

## **Liability Insurance Increase**

---

### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ 1,000,000 .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 1,000,000 .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ \_\_\_\_\_.

- Include all costs, fee increase, premiums.
  - This cost shall not be billed against an FHWA funded project.
  - For final contracts, include this exhibit
-

# **Exhibit I**

## ***Alleged Consultant Design Error Procedures***

---

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## **Step 5 Forward Documents to Local Programs**

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

# **Exhibit J**

## **Consultant Claim Procedures**

---

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: C-100968

|                                                                                                                                                                                                                                                                                                                      |                                                                                   |                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------|
| Firm/Organization Legal Name (do not use dba's):<br><b>PLS Engineering</b>                                                                                                                                                                                                                                           |                                                                                   |                                          |
| Address<br>604 W Evergreen Blvd, Vancouver WA 98660                                                                                                                                                                                                                                                                  | Federal Aid Number<br><b>N/A</b>                                                  |                                          |
| UBI Number<br><b>602648391</b>                                                                                                                                                                                                                                                                                       | Federal TIN<br><b>20-5543169</b>                                                  |                                          |
| Execution Date<br><b>August 1, 2022</b>                                                                                                                                                                                                                                                                              | Completion Date<br><b>July 31, 2025</b>                                           |                                          |
| 1099 Form Required<br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                       | Federal Participation<br><input type="checkbox"/> Yes <input type="checkbox"/> No |                                          |
| Project Title<br><b>On-Call Surveying Services</b>                                                                                                                                                                                                                                                                   |                                                                                   |                                          |
| Description of Work<br>On-call surveying and other related professional services.                                                                                                                                                                                                                                    |                                                                                   |                                          |
| <input type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation<br><input type="checkbox"/> Yes <input type="checkbox"/> No MBE Participation<br><input type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation<br><input type="checkbox"/> Yes <input type="checkbox"/> No SBE Participation |                                                                                   | Maximum Amount Payable: <b>\$600,000</b> |

## Index of Exhibits

|                           |                                                                   |
|---------------------------|-------------------------------------------------------------------|
| <a href="#">Exhibit A</a> | Scope of Work                                                     |
| <a href="#">Exhibit B</a> | DBE Participation                                                 |
| <a href="#">Exhibit C</a> | Preparation and Delivery of Electronic Engineering and Other Data |
| <a href="#">Exhibit D</a> | Prime Consultant Cost Computations                                |
| <a href="#">Exhibit E</a> | Sub-consultant Cost Computations                                  |
| <a href="#">Exhibit F</a> | Title VI Assurances                                               |
| <a href="#">Exhibit G</a> | Certification Documents                                           |
| <a href="#">Exhibit H</a> | Liability Insurance Increase                                      |
| <a href="#">Exhibit I</a> | Alleged Consultant Design Error Procedures                        |
| <a href="#">Exhibit J</a> | Consultant Claim Procedures                                       |

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Vancouver, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Anna L. Vogel  
Agency: City of Vancouver  
Address: PO Box 1995  
City: Vancouver State: WA Zip: 98668  
Email: [anna.vogel@cityofvancouver.us](mailto:anna.vogel@cityofvancouver.us)  
Phone: 360-487-8429  
Facsimile:

If to CONSULTANT:

Name: Adam Thompson  
Agency: PLS Engineering  
Address: 604 W Evergreen Blvd  
City: Vancouver State: WA Zip: 98660  
Email: [adam@plsengineering.com](mailto:adam@plsengineering.com)  
Phone: 360-944-6539  
Facsimile:

#### IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

C-100968

## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

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

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.



The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Anna Vogel  
Agency: City of Vancouver  
Address: PO Box 1995  
City: Vancouver State: WA Zip: 98668  
Email: anna.vogel@cityofvancouver.us  
Phone: 360-487-8429  
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

### **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.



**CITY OF VANCOUVER**  
A municipal corporation

**CONTRACTOR:**  
PLS Engineering

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Eric Holmes, City Manager

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Signature

---

Date

---

Printed Name /Title

Attest:

---

Date

---

Natasha Ramras, City Clerk

Approved as to form:

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Jonathan Young, City Attorney

# ***Exhibit A Scope of Work***

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Project No. N/A

The Consultant is to provide on-call surveying services per Request for Qualifications #23-22 (RFQ) and respondent's response to said RFQ on file in the City of Vancouver Procurement Services and by reference hereto made a part of this agreement.

## ***Exhibit B***

### ***DBE Participation Plan***

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In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

N/A

# ***Exhibit C***

## ***Preparation and Delivery of Electronic Engineering and Other Data***

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In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

### **I. Surveying, Roadway Design & Plans Preparation Section**

#### **A. Survey Data**

TBD

#### **B. Roadway Design Files**

TBD

#### **C. Computer Aided Drafting Files**

TBD

D. Specify the Agency's Right to Review Product with the Consultant

TBD

E. Specify the Electronic Deliverables to Be Provided to the Agency

TBD

F. Specify What Agency Furnished Services and Information Is to Be Provided

TBD

II. Any Other Electronic Files to Be Provided

TBD

III. Methods to Electronically Exchange Data

TBD

A. Agency Software Suite

TBD

B. Electronic Messaging System

TBD

C. File Transfers Format

TBD



***Exhibit D***  
***Prime Consultant Cost Computations***

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See attached

June 21, 2022

Travis Johnson, Vice President  
PLS Engineering, Inc.  
604 W. Evergreen Blvd  
Vancouver, WA 98660-3032

- Re: PLS Engineering, Inc.  
Safe Harbor Indirect Cost Rate

Dear Travis:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the “safe harbor” indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for PLS Engineering, Inc. We conducted our assessment based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for PLS Engineering. The Safe Harbor rate is effective on June 21, 2022.

PLS Engineering has agreed to improve Internal Controls and timekeeping processes to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered prior to June 21, 2025. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7003.

Sincerely,

*Schatzie Harvey*  
Schatzie Harvey, CPA  
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit  
Larry Schofield, MS 47323  
File

CERTIFICATION OF FINAL INDIRECT COSTS – FOR A **SAFE HARBOR** INDIRECT COST RATE

Firm Name: PLS Engineering

*I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.*

*The firm is electing to use the **SAFE HARBOR INDIRECT COST RATE** of 110% of direct labor with a field rate, when applicable, of 80% of direct labor. To the best of my knowledge and belief:*

- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.*
- b) The firm will provide reports as required by the **SAFE HARBOR RATE** program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

*All known material transactions or events that have occurred affecting the firm's ownership, organization and prior & current indirect cost rates have been disclosed.*

*The firm agrees to follow the 'Path to Compliance'. Steps noted below:*

*The Pathway must include:*

- *A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO*
- *An accounting system which separates indirect costs and direct costs*
- *An accounting system which separates allowable and unallowable cost*
- *A compliant job cost system which is general ledger driven*
- *Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures*
- *A strong written internal control policy with a policy and procedures manual*

\*Signature: 

\*Name of Certifying Official (Print): Travis Johnson

\*Title: Vice President

Date of Certification (mm/dd/yyyy): 06/14/2022

\*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.



## 2022 COV Safe Harbor Billing Rates

| Description            | Billing Rate |
|------------------------|--------------|
| Principle Engineer V   | \$255.00     |
| Engineer IV            | \$182.00     |
| Engineer III           | \$122.00     |
| Engineer II            | \$104.00     |
| Engineer I             | \$97.00      |
| Principle Planner V    | \$216.00     |
| Planner IV             | 105.00       |
| Planner III            | 102.00       |
| Planner II             | 97.00        |
| Planner I              | 78.00        |
| Drafter III            | 112.00       |
| Drafter II             | 80.00        |
| Drafter I              | 70.00        |
| Principle Surveyor V   | 131.00       |
| Surveyor IV            | 117.00       |
| Surveyor III           | 92.00        |
| Surveyor II            | 83.00        |
| Surveyor I             | 78.00        |
| Survey 1-Man Crew      | 72.00        |
| Survey 2-Man Crew      | 130.00       |
| Survey 3-Man Crew      | 188.00       |
| Project Coordinator    | 102.00       |
| Project Administration | 78.00        |

## ***Exhibit E***

### ***Sub-consultant Cost Computations***

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If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

N/A

# Exhibit F - Title VI Assurances Appendix A & E

## APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.  
*[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

# ***Exhibit F - Title VI Assurances Appendix A & E***

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## **APPENDIX E**

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

### **Pertinent Non-Discrimination Authorities:**

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



## ***Exhibit G***

### ***Certification Document***

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of \_\_\_\_\_
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
**PLS Engineering**

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whose address is

**604 W Evergreen Blvd, Vancouver, WA 98660**

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and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the **City of Vancouver**

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and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

**PLS Engineering**

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Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

## Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☒ Agency Official of the Local Agency

☐ Other

of the City of Vancouver, and PLS Engineering

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_  
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

## PLS Engineering

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date



## Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of on-call surveying services \* are accurate, complete, and current as of August 1, 2022 \*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: PLS Engineering

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution \_\_\_\_\_ \*\*\*.

\_\_\_\_\_  
\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

# **Exhibit H**

## **Liability Insurance Increase**

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### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ 1,000,000 .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 1,000,000 .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ \_\_\_\_\_.

- Include all costs, fee increase, premiums.
  - This cost shall not be billed against an FHWA funded project.
  - For final contracts, include this exhibit
-



# **Exhibit I**

## ***Alleged Consultant Design Error Procedures***

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The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## **Step 5 Forward Documents to Local Programs**

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

# **Exhibit J**

## **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



**Staff Report: 108-22**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 8/15/2022

**SUBJECT** VHA Fourth Plain Commons - Interlocal Agreement for Construction Management and Compliance Services

**Key Points**

- The City of Vancouver worked with the community to develop the Fourth Plain Forward Action Plan (2015), a framework for equitable development on the Fourth Plain corridor that highlighted the need to increase access to economic opportunity and affordable housing near transit.
- In alignment with the goals of the Fourth Plain Forward Action Plan, the City of Vancouver partnered with the Vancouver Housing Authority to co-locate community development services and affordable housing in what is now called the Fourth Plain Commons project.
- Construction of the tenant improvements for the City-owned ground floor community-serving spaces is scheduled to begin in late August 2022.
- The Vancouver Housing Authority has agreed to provide construction management services to the City of Vancouver for the duration of construction, expected to be completed in summer 2023.
- City staff recommends executing an Interlocal Agreement between the City and Vancouver Housing Authority in order for the Vancouver Housing Authority to provide construction management services on behalf of the City of Vancouver.

**Strategic Plan Alignment**

**Goal 6:** Facilitate the creation of neighborhoods where residents can walk and bike to essential services

**Goal 8:** Strengthen commercial, retail and community districts throughout the city. **Goal 9:** Build the strongest, most resilient economy in the region

**Objective 9.1:** Create infrastructure and policies that support job creation

**Goal 10:** Use our influence to support community partners' actions, projects and initiatives that

improve our community's livability and prosperity

### **Present Situation**

In 2015, the City of Vancouver worked with the community to develop the Fourth Plain Forward Action Plan, a framework for equitable development on the Fourth Plain corridor as new investment came into the community, including a significant bus rapid transit (BRT) investment called the Vine that is now complete. Broadly, the Action Plan focuses on supporting small businesses, building community capacity, addressing pedestrian safety issues, and increasing access to economic opportunity and affordable housing near transit.

In alignment with the 2015 Action Plan, the City of Vancouver and Vancouver Housing Authority partnered to make a catalytic investment in the Fourth Plain community that will provide family-sized affordable housing, up-stream services for both businesses and residents, and much needed community spaces all near schools and other community services and on a high capacity transit line (The Vine BRT).

The Vancouver Housing Authority will own and operate 106 affordable housing units, and the City of Vancouver will own the ground floor commercial space that will include the following components:

- A commercial kitchen incubator to launch and support emerging food-based businesses
- A shared office space to co-locate upstream services to make it easier for residents and businesses to access resources on the corridor
- A community event space that can be rented for festivals, birthdays, trainings, and other events
- A public plaza with infrastructure to support a Vancouver Farmer's Market satellite market and other community-serving events
- A play area and activity lawn to provide outdoor recreation opportunities for the Commons and surrounding community

The Vancouver Housing Authority is managing construction of the main building, which began December 2021. There is currently inadequate City staff capacity to manage construction on the tenant improvements for the City-owned commercial spaces that are scheduled to begin late August 2022. The Vancouver Housing Authority has offered to provide construction management services for the commercial tenant improvements since they already have staff managing construction for the main building. This will save time and resources by preventing the need to get a third party educated and up to date on the project, and it will enhance coordination between construction of the main building and the commercial spaces, which will be happening concurrently.

In addition to construction services, the Vancouver Housing Authority will also document, report and verify compliance with all prevailing wage requirements, and make good faith efforts to ensure that the City's construction contractor complies with the City's Apprenticeship Program.

An Interlocal Agreement is needed to allow the Vancouver Housing Authority to perform construction management and compliance services for the City of Vancouver. If authorized, the contract period would be August 22, 2022, to December 31, 2023 for an amount not to exceed \$75,000.

**Advantage(s)**

1. Vancouver Housing Authority has the capacity and expertise to provide construction management and compliance services for the entire building, which will improve efficiencies.
2. Utilizing Vancouver Housing Authority for these services is likely to save on costs compared to hiring a separate consultant.
3. Supports equitable development on the Fourth Plain corridor through the implementation of multiple community-stated and supported needs and priorities.
4. Supports community partners and community-based organizations through the creation of a shared office space that will co-locate upstream services to make it easier for Fourth Plain area residents and businesses to access services.
5. Supports job growth and food-based entrepreneurship through the creation of a commercial kitchen incubator located on the Fourth Plain Corridor.
6. Improves access to healthy foods through the creation of a public plaza with infrastructure to support a Vancouver Farmer's Market satellite market.
7. Aligns with Council priorities related to equity and climate action by providing services to economically vulnerable communities in a location that residents and businesses can access by walking, biking, rolling and taking transit.

**Disadvantage(s)**

The budget impact may be as much as \$75,000.

**Budget Impact**

Up to \$75,000, already budgeted as part of the project. City Staff estimates that this amount would likely be higher if the City were to hire an outside consultant to perform these services.

**Prior Council Review**

1. August 3, 2020: Staff presentation and Council endorsement of the Fourth Plain Commons funding strategy
2. November 16, 2020: Approval of the 2021-2022 biennial budget, including a decision package to advance design process for tenant improvements to the commercial space
3. January 11, 2021: Council update on Commons project, budget, timeline and funding approval process
4. June 7, 2021: Approval of the contract with Salazar Architects, Inc. for professional architectural and engineering services
5. November 1, 2021: Approval of the Purchase and Sale Agreement and Easement with the Vancouver Housing Authority

**Action Requested**

Authorize the City Manager or their designee to execute an Interlocal Agreement with the Vancouver Housing Authority to provide construction management and compliance services for the Fourth Plain Commons project.

Shannon Williams, Senior Planner, 360-487-7898



**ATTACHMENTS:**

- ▯ Interlocal Agreement

**INTERLOCAL AGREEMENT**  
by and between  
**HOUSING AUTHORITY OF THE CITY OF VANCOUVER (VHA)**  
2500 Main Street, Vancouver, WA 98660  
and  
**CITY OF VANCOUVER**  
PO Box 1995, Vancouver, WA 98666

Effective Date: August 15, 2022

Project: Fourth Plain Commons

Project Location: 2200 Norris Road, Vancouver, Washington

Service Description: VHA will provide construction management services and compliance services on behalf of the City for construction of the City's Fourth Plain Commons commercial condominium unit interior improvements

Contract Name: Fourth Plain Commons Interlocal Agreement

Contract Period: August 22, 2022 – December 31, 2023

Contract Amount: Not to exceed \$75,000

| VHA Contacts                                                                 |                                                                          |                                                                            |
|------------------------------------------------------------------------------|--------------------------------------------------------------------------|----------------------------------------------------------------------------|
| Program                                                                      | Fiscal                                                                   | Contract                                                                   |
| Victor Caesar<br>Development Director<br>(360)993-9578<br>vcaesar@vhausa.com | Mila Fabyanchuk<br>Finance Director<br>(360)993-9516<br>milaf@vhausa.com | Ted H. Gathe<br>VHA General Counsel<br>(360)281-0868<br>tedgathe@gmail.com |

| City Contacts                                                                                                                                       |                                                                                                                                                               |                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Program                                                                                                                                             | Fiscal                                                                                                                                                        | Contract                                                                                                                                   |
| Shannon Williams<br>Senior Planner<br>(360)487-7898<br><a href="mailto:shannon.williams@cityofvancouver.us">shannon.williams@cityofvancouver.us</a> | Samantha Whitley<br>Housing Programs Manager<br>(360)487-7952<br><a href="mailto:Samantha.Whitley@cityofvancouver.us">Samantha.Whitley@cityofvancouver.us</a> | Becky Rude<br>Assistant City Attorney<br>(360)487-8513<br><a href="mailto:becky.rude@cityofvancouver.us">becky.rude@cityofvancouver.us</a> |

## **FOURTH PLAIN COMMONS INTERLOCAL AGREEMENT**

This Fourth Plain Commons Interlocal Agreement for cooperative local government services (this “Contract”) is entered into as of the Effective Date noted above by and between the Housing Authority of the City of Vancouver, a public body corporate and politic of the State of Washington, (“VHA”) and the City of Vancouver, a Washington municipal corporation (“City”) pursuant to the Washington Interlocal Cooperation Act, Chapter 39.34 RCW and, as applicable, Vancouver Municipal Code (VMC) 3.05.090.

WHEREAS, VHA and the City are parties to that certain Condominium Unit Purchase and Sale Agreement dated effective November 9, 2021 whereby the City is acquiring Unit 2, also known as the “Commercial Unit” of the Fourth Plain Commons Condominium upon completion of construction of a warm vanilla building shell; and

WHEREAS, the City will be engaging a contractor to construct interior improvements to the Commercial Unit and prepare the property for occupancy and such engagement requires construction management oversight and compliance reporting obligations; and

WHEREAS, the City lacks adequate facilities personnel to perform construction management and oversight of this project; and

WHEREAS, VHA routinely performs construction management for VHA building projects and has been managing construction of the Fourth Plain Commons Condominium structure, will continue to provide construction management for interior improvements to the Residential Units of the building, and has the capacity and expertise to provide construction management services on behalf of the City as the City’s “owner’s representative” under the City’s construction contract for the Commercial Unit interior improvements;

WHEREAS, the primary purpose and intent of this Contract is for the VHA to monitor project costs and endeavor to keep costs within established limitations; to manage the construction phases so that the project will be ready for occupancy at the earliest possible date; and to ensure that the most efficient use of materials and methods will be employed to provide quality construction at the least cost to the City; and

WHEREAS, this Contract has been authorized by the respective governing bodies of the VHA and the City;

NOW THEREFORE, the parties hereto, in exchange for mutual consideration, the receipt and sufficiency of which the parties hereby acknowledge, covenant and agree as provided herein.

### **TERMS AND CONDITIONS**

1. Services. VHA shall perform construction management and compliance reporting services on behalf of the City related to that certain construction contract that the City is concurrently entering into through the public bid process for interior build-out of the Fourth Plain Commons

Condominium Commercial Unit (the “Commercial Construction Contract”), as set forth in the Scope of Work described on Exhibit A, attached hereto.

2. Time. The term of the Contract shall coincide with performance of the Commercial Construction Contract, be effective August 22, 2022 through December 31, 2023. The parties may mutually agree to extend the Contract for an additional ninety (90) days as a result of delays permitted by the City in performance of the Commercial Construction Contract.
3. Compensation. The City shall pay VHA for performance of VHA’s Scope of Work according to the budget summary and fee schedule set forth in Exhibit B, attached hereto, upon receipt and acceptance of the “Performance Documentation” itemized on Exhibit C, attached hereto. The parties mutually agree that in no event may the total compensation paid exceed \$75,000 without prior written approval.
4. Termination. Either party may terminate this Contract immediately upon any breach by either party in the duties as set forth herein. The waiver by either party of any breach shall not be construed as a waiver of any subsequent breach or breaches. Either party may terminate this Contract without cause upon ninety (90) days advance written notice.
5. Independent Contractor. The parties to this Contract are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party, except as provided herein. This Contract shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.
6. Indemnification/Hold Harmless. VHA shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of VHA in performance of this Contract, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the City, its officers, officials, employees, or volunteers, the City’s liability, including the duty and cost to defend, hereunder shall be only to the extent of the City’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes VHA’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this Contract indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.
7. Wage and Hour Compliance. VHA shall comply with all applicable provisions of the Fair Labor Standards Act, the Davis-Bacon Act, and any other legislation affecting its employees, contractors and the rules and regulations issued thereunder insofar as applicable to its

employees and shall always save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

8. Social Security and Other Taxes. VHA assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this contract be enacted as to all persons employed by VHA in performance of the work pursuant to this Contract and VHA shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.
9. Contract Documents: Other documents included in this contract include Exhibit A, Scope of Work, Exhibit B, Budget Summary – Fee Schedule, and Exhibit C, Performance Documentation. A copy of the Commercial Construction Contract, for which VHA is acting as construction manager, will be provided to VHA by the City within five (5) business days of its execution. If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.
10. Equal Employment Opportunity: VHA will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status, or national origin.
11. Changes: Either party may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount VHA's compensation, must be mutually agreed upon by and between VHA and the City, shall be in writing, signed by both parties and incorporated in the written amendments to the Contract.
12. Public Records Act: Notwithstanding the provisions of this contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, each party agrees to maintain all records constituting public records and to produce or assist both parties in producing such records, within the time frames and parameters set forth in state law. Each party further agrees that upon receipt of any written public record request from the public, shall, within two business days, notify the other party of receipt of the request by providing a copy of the request to the other party's Public Records Officer.
13. Governing Law. This contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.
14. Insurance. VHA shall each be responsible for providing worker's compensation insurance as

required by law in the performance of the Services. Neither party shall be required to provide or show proof of any other insurance coverage.

15. Consent and Understanding. This Contract contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.
16. Force Majeure. Neither party will be liable for failure or delay in performing its respective obligations under this Contract to the extent that such obligations have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include, without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
17. Access to Records. Each party shall have reasonable access to the books, documents and other records of the other which are related to this Contract for the purpose of examination, copying and audit, unless otherwise limited by law.
18. Severability. If any provision of this Contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, VHA and the City hereby agree to all terms and conditions, exhibits, and requirements of this Contract.

**CITY OF VANCOUVER:**

**VANCOUVER HOUSING AUTHORITY:**

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Eric Holmes, City Manager

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Roy Johnson, Executive Director

**ATTEST:**

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Natasha Ramras, City Clerk

**APPROVED AS TO FORM ONLY:**

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Jonathan Young, City Attorney

## **EXHIBIT A STATEMENT OF WORK**

### **1. Background**

The Housing Authority of the City of Vancouver (VHA) will provide the City of Vancouver (City) with construction management services as it relates to the Fourth Plain Commons Commercial Unit Tenant Improvements.

### **2. VHA, shall provide the following services and activities:**

- 2.1. VHA will act as the “owner’s representative” on behalf of the City under the City’s construction contract for construction of interior improvements on the City’s Commercial Unit of the Fourth Plain Commons Condominium Building (Commercial Construction Contract).
- 2.2. VHA will provide budget review, constructability reviews (as needed), participation in Owner-Architect-Contractor (OAC) and design meetings, review of meeting minutes, assistance in reviewing sustainability documentation, review and advisement of RFI’s and submittals, assisting in contingency allocation and monitoring, review of pay applications, review and reporting of contractor stored materials, testing and waste management, review and reporting on 3<sup>rd</sup> party inspections, quality control review, and assist with close out documentation.
- 2.3. VHA will document, report, and verify compliance with all prevailing wage, U.S. Department of Housing and Urban Development federal contract requirements, Davis-Bacon Act and Washington State Prevailing Wage Act, and the City’s construction contract requirements.
- 2.4. VHA will collaborate with the City to fulfill the U.S. Department of Housing and Urban Development Section 3 Report requirements.
- 2.5. VHA will make good faith efforts to ensure that the City’s construction contractor complies with City’s [Apprenticeship Program](#) requirements for public works construction projects estimated to cost \$500,000 or more and provide any necessary monitoring and reporting to fulfill such program requirements.

### **3. City, shall provide the following services and activities:**

- 3.1. Upon VHA’s fulfillment of the Statement of Work described in Section 2, above, as evidenced by VHA’s provision of the Performance Documents itemized in Exhibit C, the City will reimburse VHA for performance of the construction management services in accordance with the fee schedule and budget described on Exhibit B to the Contract.
- 3.2. The City will cooperate with VHA by timely providing any additional authorization or guidance required under the City’s construction contract.
- 3.3. The City will provide necessary project documents for VHA’s use.



**EXHIBIT B**  
**BUDGET SUMMARY – FEE SCHEDULE**

VHA shall earn the full fee for construction management services upon performance of the services described in Section 2 of the Statement of Work identified on Exhibit A and shall be entitled to payment for those services within thirty (30) days of the City's acceptance of the Performance Documentation itemized on Exhibit C.

| DESCRIPTION                                                                          | AMOUNT                    |
|--------------------------------------------------------------------------------------|---------------------------|
| Reimbursement by City to VHA for Construction Management and Compliance Services Fee | Not to exceed<br>\$75,000 |

**EXHIBIT C**  
**VHA PERFORMANCE DOCUMENTATION**

1. Certificate of occupancy issued for the Fourth Plain Commons Condominium Commercial Unit pursuant to VMC 7.08.150;
2. Applicable Davis Bacon wage determination for Commercial Construction Contract;
3. Contractor Excluded Parties List System (EPLS) Federal Transit System Documentation and Anti-Lobbying Certification;
4. Contract/Subcontract Activity Report (HUD 2516); and
5. Sample of subcontractor contract with federal requirements included.



**Staff Report: 109-22**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 8/15/2022

**SUBJECT** Award of Lodging Tax Grants for 2022

**Key Points**

- The City collects a 4% lodging tax on hotel and motel room nights. These funds can be used by municipalities and community organizations and for the purpose of supporting tourism-related events, activities and facilities.
- The City's Lodging Tax Advisory Committee, which is required by state regulations in order to expend the funds, reviewed applications for lodging tax funds and is making recommendations to the City Council.
- Council is being asked to approve partial or full funding for ten grant applications totaling \$100,543.

**Strategic Plan Alignment**

**Goal 5:** Continue to build high quality historical and cultural experiences for residents and visitors.

**Goal 8:** Strengthen commercial, retail and community districts throughout the city.

**Present Situation**

RCW 67.28.180 allows municipalities to impose a 4% lodging tax on stays of less than 30 days at hotels, motels, campgrounds, bed and breakfasts and RV parks. Those funds can only be used for tourism-related projects, events and facilities. Vancouver increased its lodging tax from 2% to 4% in 1998 with the second 2% dedicated to debt service and capital improvements for the downtown Hotel/Convention Center. The original 2% continued to be used to fund other tourism related projects. One of the impacts of the recession was that from 2009-2016, all of Vancouver's lodging tax funds were allocated to support the Hotel/Convention Center.

For 2022, the City has \$125,000 in lodging tax revenue that is excess to the needs of the Hotel/Convention Center and is available for other tourism-related projects. The RCW requires that in order to expend lodging tax funds, municipalities must appoint a Lodging Tax Advisory Committee, comprising equal numbers of lodging tax generators and potential lodging tax

recipients, who will make recommendations on proposed expenditures to the City Council. In June and July 2022, the City solicited lodging tax grant proposals from interested parties. Twelve proposals were received totaling \$162,543. The Lodging Tax Advisory Committee reviewed the proposals and is recommending full or partial funding of ten, which totals \$100,543.

Per state regulations, the City Council only may approve awards to candidates recommended by the Lodging Tax Advisory Committee and only at the amount recommended unless Council submits its change in the amount to the LTAC for comment. All approved grant recipients must enter into a professional services agreement with the City.

**Advantage(s)**

Grant funds will support tourism-related events, activities and facilities that help strengthen Vancouver's appeal to day and overnight visitors.

**Disadvantage(s)**

None

**Budget Impact**

The 2022 budget contains the appropriation sufficient to cover grants in the amount of \$100,543 in lodging tax funds.

**Prior Council Review**

None

**Action Requested**

On August 15, 2022, adopt a resolution approving the 2022 Lodging Tax Grants as recommended by the Lodging Tax Advisory Committee and authorizing the City Manager or his designee to execute professional services agreements with the grant recipients.

*Teresa Brum, Deputy Director of Economic Development, 360-487-7949*

**ATTACHMENTS:**

- ▣ Resolution
- ▣ 2022 Lodging Tax Grant Recommendations (Exhibit A)

8/15/2022

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION relating to the award of lodging tax grant funds for 2022 as recommend by the City Council appointed Lodging Tax Advisory Committee.

WHEREAS, RCW 67.28.180 and 67.28.181 allow municipalities to impose a lodging tax of up to 4% on overnight stays in a lodging establishment such as a hotel, motel, bed and breakfast facility, or campground; and

WHEREAS, funds collected through the lodging tax can be used for the purpose of supporting tourism promotion, including but not limited to events, activities and facilities designed to increase tourism; and

WHEREAS, RCW 67.28.1816 and 67.28.1817 require that in order to expend lodging tax funds, municipalities appoint a Lodging Tax Advisory Committee, comprised of equal numbers of lodging tax generators and potential lodging tax recipients, who will make recommendations on proposed expenditures to the City Council; and

WHEREAS, the City solicited lodging tax grant proposals from interested parties which were reviewed by the Lodging Tax Advisory Committee in order to provide the City Council recommendations on grant funding to support tourism promotion.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended in the Lodging Tax Advisory Committee 2022 Grant Recommendations attached hereto as Exhibit “A”, the recipients are hereby awarded grants for tourism related events, activities and facilities.

Section 2. The City Manager or his designee is hereby authorized to execute on behalf of the city all necessary agreements with the recipients to ensure compliance with the terms of the grant.

ADOPTED at regular session of the Council of the City of Vancouver, on this 15<sup>h</sup> day of August, 2022.

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Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

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Natasha Ramras, City Clerk

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Jonathan Young, City Attorney

**EXHIBIT A****2022 LODGING TAX ADVISORY COMMITTEE RECOMMENDATIONS**

| <b>Project Name</b>                                                   | <b>Organization Name</b>                      | <b>Applicant Name</b> | <b>Amount Requested</b> | <b>LTAC Recommended</b> |
|-----------------------------------------------------------------------|-----------------------------------------------|-----------------------|-------------------------|-------------------------|
| Clark County Open Studios                                             | Artstra                                       | Jennifer Williams     | \$10,768.00             | \$10,768.00             |
| Family Nature Days                                                    | Columbia Springs                              | Paul Morris           | \$15,000.00             | \$8,000.00              |
| Girlfriends Event                                                     | Pink Lemonade Project                         | Ann Berryman          | \$20,275.00             | \$20,275.00             |
| Alliance Showcase                                                     | Washington Timbers Football Club              | Sean Janson           | \$5,000.00              | \$5,000.00              |
| Luminaria Día de Muertos 2022                                         | Vancouver Ballet Folklorico                   | Anna Cruz             | \$5,000.00              | \$5,000.00              |
| Lyles Myles                                                           | For Global Progress, NFP<br>d/b/a Lyles Myles | Micheil MacCutcheon   | \$1,000.00              | \$1,000.00              |
| Magenta Theater "Christmas Belles"                                    | Magenta Theater                               | David Roberts         | \$5,500.00              | \$5,500.00              |
| Rebirth of the Blues' - 22nd Annual<br>Vancouver Wine & Jazz Festival | Bravo! Vancouver                              | Maria Manzo           | \$25,000.00             | \$25,000.00             |
| Ryd, VDA First Friday attendees                                       | Vancouver's Downtown Assoc.                   | Michael Walker        | \$10,000.00             | \$10,000.00             |
| Ryd, downtown meeting/convention<br>attendees                         | Visit Vancouver Washington                    | Cliff Myers           | \$10,000.00             | \$10,000.00             |

**\$107,543.00      \$100,543.00**



**Item #8.**

**TO:** Mayor and City Council

**FROM:** Council Subcommittee 1 (Hansen and Perez)

**DATE:** 8/15/2022

**SUBJECT** Appointment to the Clark County Mosquito Control District Board

**Present Situation**

The Clark County Mosquito Control District Board of Trustees is made of members representing each city in Clark County and members appointed by the Clark County Councilors. The City of Vancouver appoints one representative to the Board. The Board oversees the administration and operation of the Mosquito Control District.

After a recent recruitment for a mid-term seat, Council Committee 1 recommends appointment of Kayla D'Ambrosi as the City's representative on the Mosquito Control District Board. The appointment would begin immediately and expire December 31, 2023.

If there are no objections, we would like to make this appointment at the Monday, August 15, 2022, Council meeting.

**Action Requested**

Appoint Kayla D'Ambrosi as the City's representative to the Clark County Mosquito Control District Board, with a term beginning immediately and expiring December 31, 2023.

*Council Subcommittee 1 (Hansen, Perez)*

**ATTACHMENTS:**



## 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:

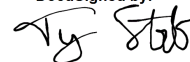
**\$ 6,556,522.81** this 15th day of August 2022.

DocuSigned by:



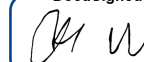
3276D495-19CB-4079-8335-5CD917B26617  
MAYOR

DocuSigned by:



3276D495-19CB-4079-8335-5CD917B26617  
COUNCILMEMBER

DocuSigned by:



3276D495-19CB-4079-8335-5CD917B26617  
COUNCILMEMBER



AUDITING OFFICER

| DATE                            | INCLUSIVE CHECK NUMBERS                | CHECK TOTAL            |
|---------------------------------|----------------------------------------|------------------------|
| August 1, 2022 - August 7, 2022 | Accounts Payable Checks (see attached) | \$ 6,540,606.45        |
| August 1, 2022 - August 7, 2022 | Hansen City Payments (see attached)    | \$ 7,480.98            |
| August 1, 2022 - August 7, 2022 | Visa Refunds (see attached)            | \$ 8,435.38            |
| August 1, 2022 - August 7, 2022 | Payroll Checks (see attached)          | \$ -                   |
| <b>TOTAL</b>                    |                                        | <b>\$ 6,556,522.81</b> |

**INVOICE PAYMENTS REPORT**

| <b>Payment Category</b> | <b>Payment Type</b> | <b>Check Number</b> | <b>Payment Date</b>      | <b>Payment Amount</b> | <b>Payment Payee</b>                                                        | <b>Payment Memo if applicable</b> |
|-------------------------|---------------------|---------------------|--------------------------|-----------------------|-----------------------------------------------------------------------------|-----------------------------------|
| Supplier Payment        | Manual Wire         | No Reference        | 8/1/2022                 | 10,217.49             | Athlactron Holding                                                          |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 8/1/2022                 | 3,098.51              | Internal Revenue Service                                                    |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 8/2/2022                 | 226,135.31            | Blue Cross Blue Shield of Oregon                                            |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 8/2/2022                 | 20,974.46             | JP Morgan Chase Bank, N.A.                                                  |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 8/2/2022                 | 742,514.16            | State of Washington Department of Retirement System (PERS)                  |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 8/2/2022                 | 48,500.21             | State of Washington Department of Revenue                                   |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 8/2/2022                 | 15,692.70             | Washington Dental Service                                                   |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 8/3/2022                 | 477,514.00            | Vancouver Firefighters Union Health & Welfare Trust                         |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 8/3/2022                 | 6,676.83              | VSP Vision Care Inc                                                         |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 8/3/2022                 | 178,875.00            | Western States Health & Welfare Trust                                       |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 8/4/2022                 | 66,148.39             | Liberty Mutual Group Inc.                                                   |                                   |
| Supplier Payment        | Manual Wire         | No Reference        | 8/4/2022                 | 1,155.00              | State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit |                                   |
|                         |                     |                     | <b>Manual Wire Total</b> | <b>1,797,502.06</b>   |                                                                             |                                   |
| Supplier Payment        | EFT                 | EFT-00156483        | 8/4/2022                 | 726,354.58            | Cat Works LLC                                                               |                                   |
| Supplier Payment        | EFT                 | EFT-00156484        | 8/4/2022                 | 37,430.19             | Mead and Hunt Inc                                                           |                                   |
| Supplier Payment        | EFT                 | EFT-00156485        | 8/4/2022                 | 27,900.70             | Metereaders LLC                                                             |                                   |
| Supplier Payment        | EFT                 | EFT-00156486        | 8/4/2022                 | 1,483,652.88          | Rotschy Inc                                                                 |                                   |
| Supplier Payment        | EFT                 | EFT-00156487        | 8/3/2022                 | 887.25                | Allegiance Benefit Plan Management Inc - Remit-To: Pensioners               |                                   |
| Supplier Payment        | EFT                 | EFT-00156488        | 8/4/2022                 | 6,813.78              | Picard Corp                                                                 |                                   |
| Supplier Payment        | EFT                 | EFT-00156489        | 8/4/2022                 | 22,753.24             | Lynn K Wittwer MD PC                                                        |                                   |
| Supplier Payment        | EFT                 | EFT-00156490        | 8/4/2022                 | 5,771.00              | Coffman Engineers Inc                                                       |                                   |
| Supplier Payment        | EFT                 | EFT-00156491        | 8/4/2022                 | 21,300.00             | Workday Inc                                                                 |                                   |
| Supplier Payment        | EFT                 | EFT-00156492        | 8/4/2022                 | 20,727.24             | Partners in Careers                                                         |                                   |
| Supplier Payment        | EFT                 | EFT-00156493        | 8/4/2022                 | 22,785.02             | Share Inc                                                                   |                                   |
| Supplier Payment        | EFT                 | EFT-00156494        | 8/4/2022                 | 3,712.50              | Rapid Response Bio Clean Inc.                                               |                                   |
| Supplier Payment        | EFT                 | EFT-00156495        | 8/4/2022                 | 103,673.04            | Jeffrey D. Barrar, PS                                                       |                                   |
| Supplier Payment        | EFT                 | EFT-00156496        | 8/4/2022                 | 2,517.77              | Waxie's Enterprises Inc                                                     |                                   |
| Supplier Payment        | EFT                 | EFT-00156497        | 8/4/2022                 | 1,890.00              | Brad Piesch Aggressive Enterprises, Inc                                     |                                   |
| Supplier Payment        | EFT                 | EFT-00156498        | 8/4/2022                 | 4,291.71              | HDR Engineering Inc - Remit-To: HDR Engineering - Chicago                   |                                   |
| Supplier Payment        | EFT                 | EFT-00156499        | 8/4/2022                 | 18,127.75             | Otak Inc                                                                    |                                   |
| Supplier Payment        | EFT                 | EFT-00156500        | 8/4/2022                 | 24,883.68             | Mercy Corps Northwest                                                       |                                   |
| Supplier Payment        | EFT                 | EFT-00156501        | 8/4/2022                 | 438.00                | Purple Communications Inc                                                   |                                   |
| Supplier Payment        | EFT                 | EFT-00156502        | 8/4/2022                 | 938.53                | Fire Systems West                                                           |                                   |
| Supplier Payment        | EFT                 | EFT-00156503        | 8/4/2022                 | 9,508.50              | Sequence Graphics LLC                                                       |                                   |
| Supplier Payment        | EFT                 | EFT-00156504        | 8/4/2022                 | 50,050.00             | Vancouver Downtown Association                                              |                                   |
| Supplier Payment        | EFT                 | EFT-00156505        | 8/4/2022                 | 35,685.00             | Opsis Architecture LLP                                                      |                                   |
| Supplier Payment        | EFT                 | EFT-00156506        | 8/4/2022                 | 97,378.84             | Del Sol Inc                                                                 |                                   |
| Supplier Payment        | EFT                 | EFT-00156507        | 8/4/2022                 | 15,441.24             | MacKay Sposito Inc                                                          |                                   |
| Supplier Payment        | EFT                 | EFT-00156508        | 8/4/2022                 | 6,010.54              | Vancouvercenter Condominium Association                                     |                                   |
| Supplier Payment        | EFT                 | EFT-00156509        | 8/4/2022                 | 385,548.14            | Western United Civil Group, LLC                                             |                                   |
| Supplier Payment        | EFT                 | EFT-00156510        | 8/4/2022                 | 126,910.74            | Kamron Hedval                                                               |                                   |
|                         |                     |                     | <b>EFT Total</b>         | <b>3,263,381.86</b>   |                                                                             |                                   |
| Cash Advance Payment    | Direct Deposit      | EFT-00156470        | 8/4/2022                 | 835.50                | James Porter                                                                | Travel Advance                    |
| Cash Advance Payment    | Direct Deposit      | EFT-00156471        | 8/4/2022                 | 258.30                | Lon Pluckhahn                                                               | Travel Advance                    |

\*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

**INVOICE PAYMENTS REPORT**

| <u>Payment Category</u> | <u>Payment Type</u> | <u>Check Number</u> | <u>Payment Date</u>         | <u>Payment Amount</u> | <u>Payment Payee</u>                     | <u>Payment Memo if applicable</u>                                                   |
|-------------------------|---------------------|---------------------|-----------------------------|-----------------------|------------------------------------------|-------------------------------------------------------------------------------------|
| Expense Payment         | Direct Deposit      | EFT-00156472        | 8/4/2022                    | 81.59                 | Troy Price                               | Employee Reimbursement                                                              |
| Expense Payment         | Direct Deposit      | EFT-00156473        | 8/4/2022                    | 20.25                 | Robert Givens                            | Employee Reimbursement                                                              |
| Expense Payment         | Direct Deposit      | EFT-00156474        | 8/4/2022                    | 49.50                 | Zac Messner                              | Employee Reimbursement                                                              |
| Expense Payment         | Direct Deposit      | EFT-00156475        | 8/4/2022                    | 104.68                | BRIAN FLORY                              | Employee Reimbursement                                                              |
| Expense Payment         | Direct Deposit      | EFT-00156476        | 8/4/2022                    | 160.00                | Michael McGuire                          | Employee Reimbursement                                                              |
| Expense Payment         | Direct Deposit      | EFT-00156477        | 8/4/2022                    | 282.29                | Craig Frantz                             | Employee Reimbursement                                                              |
| Expense Payment         | Direct Deposit      | EFT-00156478        | 8/4/2022                    | 225.00                | Dallas Eldred                            | Employee Reimbursement                                                              |
| Expense Payment         | Direct Deposit      | EFT-00156479        | 8/4/2022                    | 645.04                | Andrew Jorgenson                         | Employee Reimbursement                                                              |
| Expense Payment         | Direct Deposit      | EFT-00156480        | 8/4/2022                    | 7.38                  | Lonny Klugman                            | Employee Reimbursement                                                              |
| Expense Payment         | Direct Deposit      | EFT-00156481        | 8/4/2022                    | 26.39                 | Maria Ryan                               | Employee Reimbursement                                                              |
| Expense Payment         | Direct Deposit      | EFT-00156482        | 8/4/2022                    | 50.31                 | Ryan Lopossa                             | Employee Reimbursement                                                              |
|                         |                     |                     | <b>Direct Deposit Total</b> | <b>2,746.23</b>       |                                          |                                                                                     |
| Ad Hoc Payment          | Check               | 5133                | 8/3/2022                    | 164.03                | ADK Electric Inc                         | MPE-318403                                                                          |
| Ad Hoc Payment          | Check               | 5134                | 8/3/2022                    | 199.04                | Afemata,Alicia or Darrin                 | Utility Refunds: 0040074800-06                                                      |
| Ad Hoc Payment          | Check               | 5135                | 8/3/2022                    | 6,935.25              | Bank of America                          | BofA Q2 Inv. #22060056563                                                           |
| Ad Hoc Payment          | Check               | 5136                | 8/3/2022                    | 120.74                | Barrett,Victoria or Marvin               | Utility Refunds: 0135005105-04                                                      |
| Ad Hoc Payment          | Check               | 5137                | 8/3/2022                    | 135.48                | Bear,Jonathan or Ajla                    | Utility Refunds: 0000008867-02                                                      |
| Ad Hoc Payment          | Check               | 5138                | 8/3/2022                    | 20.01                 | Cameron Wong Living Trust                | Utility Refunds: 0500001178-02                                                      |
| Ad Hoc Payment          | Check               | 5139                | 8/3/2022                    | 612.78                | Cary Murphy                              | Non-Employee Travel Expense Reimburse                                               |
| Ad Hoc Payment          | Check               | 5140                | 8/3/2022                    | 39.16                 | Chipotle                                 | Refund for Overpayment                                                              |
| Ad Hoc Payment          | Check               | 5141                | 8/3/2022                    | 16.66                 | CHRISTOPHER AND CRYSTAL JOLLEY           | Utility Refunds: 0122006048-04                                                      |
| Ad Hoc Payment          | Check               | 5142                | 8/3/2022                    | 88.79                 | Crisan,Adrian or Mirela                  | Utility Refunds: 0165000120-01                                                      |
| Ad Hoc Payment          | Check               | 5143                | 8/3/2022                    | 240.00                | Daltyn Bachelder                         | Refund- customer cancellation of parking COV 12015                                  |
| Ad Hoc Payment          | Check               | 5144                | 8/3/2022                    | 37.96                 | Danielle and Phillip Christianson        | 600 SCIP Loan Refund overpay - #6000572                                             |
| Ad Hoc Payment          | Check               | 5145                | 8/3/2022                    | 18.80                 | Estate of Annabelle Gunderson            | Utility Refunds: 0057043136-11                                                      |
| Ad Hoc Payment          | Check               | 5146                | 8/3/2022                    | 123.62                | Feener,Mark or Borlormaa                 | Utility Refunds: 0006074078-06                                                      |
| Ad Hoc Payment          | Check               | 5147                | 8/3/2022                    | 15,176.00             | First Choice Excavating LLC              | SCIP Payment Inv. #154131                                                           |
| Ad Hoc Payment          | Check               | 5148                | 8/3/2022                    | 166.00                | Henco Plumbing Services LLC              | ROW-324605                                                                          |
| Ad Hoc Payment          | Check               | 5149                | 8/3/2022                    | 61.42                 | Henco Plumbing Services LLC              | MPE-324576                                                                          |
| Ad Hoc Payment          | Check               | 5150                | 8/3/2022                    | 83.07                 | Holbura,Sergui or Melanie                | Utility Refunds: 0106040500-03                                                      |
| Ad Hoc Payment          | Check               | 5151                | 8/3/2022                    | 941.64                | Julie Bohn                               | J. Bohn, Historic Preservation Commissioner reimbursement for NAPC Forum conference |
| Ad Hoc Payment          | Check               | 5152                | 8/3/2022                    | 18.73                 | Katelyn Jones or Tristan Henderson Jones | Utility Refunds: 0089030700-26                                                      |
| Ad Hoc Payment          | Check               | 5153                | 8/3/2022                    | 711.12                | Kauppi,Jon or Joan                       | Utility Refunds: 0141004952-01                                                      |
| Ad Hoc Payment          | Check               | 5154                | 8/3/2022                    | 270.00                | Leanne Menashe                           | WTR-313327                                                                          |
| Ad Hoc Payment          | Check               | 5155                | 8/3/2022                    | 251.61                | Lucich,Toby or Erin                      | Utility Refunds: 0004004900-02                                                      |
| Ad Hoc Payment          | Check               | 5156                | 8/3/2022                    | 31.22                 | Mark and Melissa Conner                  | 600 SCIP loan Refund - #6000293 overpay                                             |
| Ad Hoc Payment          | Check               | 5157                | 8/3/2022                    | 40.83                 | McNichols,Michael                        | Utility Refunds: 0045021204-00                                                      |
| Ad Hoc Payment          | Check               | 5158                | 8/3/2022                    | 40.13                 | McPharlin,Rosemary                       | Utility Refunds: 0140005316-01                                                      |
| Ad Hoc Payment          | Check               | 5159                | 8/3/2022                    | 41.47                 | Mugleston,Amanda M                       | Utility Refunds: 0078000002-02                                                      |
| Ad Hoc Payment          | Check               | 5160                | 8/3/2022                    | 277.00                | Nancy Sanchez or Carlos Delgado          | Utility Refunds: 0121001584-10 Consolidated refund created from multiple refunds    |

**INVOICE PAYMENTS REPORT**

| <b>Payment Category</b> | <b>Payment Type</b> | <b>Check Number</b> | <b>Payment Date</b> | <b>Payment Amount</b> | <b>Payment Payee</b>                                                         | <b>Payment Memo if applicable</b>                                                |
|-------------------------|---------------------|---------------------|---------------------|-----------------------|------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Ad Hoc Payment          | Check               | 5161                | 8/3/2022            | 83.91                 | Palmer, Linnea                                                               | Utility Refunds: 0024051600-02                                                   |
| Ad Hoc Payment          | Check               | 5162                | 8/3/2022            | 15.83                 | Paul Quijada or Lynn Roberts                                                 | Utility Refunds: 0026005400-01                                                   |
| Ad Hoc Payment          | Check               | 5163                | 8/3/2022            | 50.00                 | PCS Accounting Dept                                                          | REFUND - Gutierrez #7202510539 payment receipted after transfer to collections   |
| Ad Hoc Payment          | Check               | 5164                | 8/3/2022            | 20.00                 | Peter Walker                                                                 | Alarm Billing Refund - Inv. #99477236                                            |
| Ad Hoc Payment          | Check               | 5165                | 8/3/2022            | 154.28                | Pogodayev, Sergey or Nadezdha                                                | Utility Refunds: 0000008739-02                                                   |
| Ad Hoc Payment          | Check               | 5166                | 8/3/2022            | 51.72                 | Radtke, Edwin or Mary                                                        | Utility Refunds: 0034017700-16                                                   |
| Ad Hoc Payment          | Check               | 5167                | 8/3/2022            | 1,078.00              | Real Life Church                                                             | PIR-82558                                                                        |
| Ad Hoc Payment          | Check               | 5168                | 8/3/2022            | 789.98                | RG Construction Services LLC                                                 | RES-322423                                                                       |
| Ad Hoc Payment          | Check               | 5169                | 8/3/2022            | 20.00                 | Rosemary Lyttleton                                                           | Alarm Billing Refund - Inv #99483429                                             |
| Ad Hoc Payment          | Check               | 5170                | 8/3/2022            | 270.00                | Ruben Ryapolov                                                               | WTR-324155                                                                       |
| Ad Hoc Payment          | Check               | 5171                | 8/3/2022            | 376.10                | Ryan Wisner                                                                  | Non-Employee Travel Expense Reimburse                                            |
| Ad Hoc Payment          | Check               | 5172                | 8/3/2022            | 178.93                | Solgen Power LLC                                                             | RES-232734                                                                       |
| Ad Hoc Payment          | Check               | 5173                | 8/3/2022            | 85.00                 | Steven Hills                                                                 | REFUND - temp parking space purchase refunded due to occupancy                   |
| Ad Hoc Payment          | Check               | 5174                | 8/3/2022            | 6.00                  | Thai Line Imports                                                            | CIVICGOV Refund - Inv. #77042840                                                 |
| Ad Hoc Payment          | Check               | 5175                | 8/3/2022            | 550.00                | The Fox Foundation                                                           | Damage deposit refund                                                            |
| Ad Hoc Payment          | Check               | 5176                | 8/3/2022            | 114.29                | Wong, Cameron                                                                | Utility Refunds: 0500001178-02 Consolidated refund created from multiple refunds |
| Supplier Payment        | Check               | 5177                | 8/3/2022            | 362.00                | Accurate Corporate Services Inc                                              |                                                                                  |
| Supplier Payment        | Check               | 5178                | 8/3/2022            | 1,350.00              | Afghan Associates Inc                                                        |                                                                                  |
| Supplier Payment        | Check               | 5179                | 8/3/2022            | 149.99                | Airgas, Inc                                                                  |                                                                                  |
| Supplier Payment        | Check               | 5180                | 8/3/2022            | 89,679.65             | Allcon LLC                                                                   |                                                                                  |
| Supplier Payment        | Check               | 5181                | 8/3/2022            | 798.00                | Allegheny Answering Services                                                 |                                                                                  |
| Supplier Payment        | Check               | 5182                | 8/3/2022            | 10,400.00             | Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta              |                                                                                  |
| Supplier Payment        | Check               | 5183                | 8/3/2022            | 68.00                 | American Sani-Can                                                            |                                                                                  |
| Supplier Payment        | Check               | 5184                | 8/3/2022            | 142.78                | Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena          |                                                                                  |
| Supplier Payment        | Check               | 5185                | 8/3/2022            | 4,611.98              | BHC Consultants LLC                                                          |                                                                                  |
| Supplier Payment        | Check               | 5186                | 8/3/2022            | 7,771.20              | Blackline Consulting                                                         |                                                                                  |
| Supplier Payment        | Check               | 5187                | 8/3/2022            | 4,331.27              | Bound Tree Medical LLC                                                       |                                                                                  |
| Supplier Payment        | Check               | 5188                | 8/3/2022            | 250.00                | Bretley Christie                                                             |                                                                                  |
| Supplier Payment        | Check               | 5189                | 8/3/2022            | 21,453.38             | Brightview Holdings Inc                                                      |                                                                                  |
| Supplier Payment        | Check               | 5190                | 8/3/2022            | 14,167.25             | Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco              |                                                                                  |
| Supplier Payment        | Check               | 5191                | 8/3/2022            | 3,583.75              | BSK Associates - Remit-To: Supplier BSK Associates                           |                                                                                  |
| Supplier Payment        | Check               | 5192                | 8/3/2022            | 41,496.16             | CECO Inc                                                                     |                                                                                  |
| Supplier Payment        | Check               | 5193                | 8/3/2022            | 8,821.20              | Clark County - Remit-To: Clark County - Treasurer Vancouver                  |                                                                                  |
| Supplier Payment        | Check               | 5194                | 8/3/2022            | 37,177.29             | Columbia Resource Company                                                    |                                                                                  |
| Supplier Payment        | Check               | 5195                | 8/3/2022            | 113.55                | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                                                                  |
| Supplier Payment        | Check               | 5196                | 8/3/2022            | 64.95                 | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                                                                  |
| Supplier Payment        | Check               | 5197                | 8/3/2022            | 333.25                | Courier Northwest                                                            |                                                                                  |
| Supplier Payment        | Check               | 5198                | 8/3/2022            | 3,369.16              | CUES Inc - Remit-To: CUES Inc - Cincinnati                                   |                                                                                  |
| Supplier Payment        | Check               | 5199                | 8/3/2022            | 3,797.50              | Datec Inc                                                                    |                                                                                  |
| Supplier Payment        | Check               | 5200                | 8/3/2022            | 24,666.06             | Deere & Company                                                              |                                                                                  |
| Supplier Payment        | Check               | 5201                | 8/3/2022            | 3,697.49              | Distinctive Landscape LLC                                                    |                                                                                  |
| Supplier Payment        | Check               | 5202                | 8/3/2022            | 56.42                 | Experian Marketing Solutions - Remit-To: Experian - Los Angeles              |                                                                                  |

**INVOICE PAYMENTS REPORT**

| <b>Payment Category</b> | <b>Payment Type</b> | <b>Check Number</b> | <b>Payment Date</b> | <b>Payment Amount</b> | <b>Payment Payee</b>                                                                          | <b>Payment Memo if applicable</b> |
|-------------------------|---------------------|---------------------|---------------------|-----------------------|-----------------------------------------------------------------------------------------------|-----------------------------------|
| Supplier Payment        | Check               | 5203                | 8/3/2022            | 5,270.99              | Ferguson Enterprises - Remit-To: Ferguson - Dallas                                            |                                   |
| Supplier Payment        | Check               | 5204                | 8/3/2022            | 9,000.00              | First Responder Phychology                                                                    |                                   |
| Supplier Payment        | Check               | 5205                | 8/3/2022            | 549.60                | Genuine Parts Company - Remit-To: NAPA - Vancouver                                            |                                   |
| Supplier Payment        | Check               | 5206                | 8/3/2022            | 198,585.07            | Halbert Construction Services LLC                                                             |                                   |
| Supplier Payment        | Check               | 5207                | 8/3/2022            | 86,700.88             | HCI Industrial & Marine Coatings Inc                                                          |                                   |
| Supplier Payment        | Check               | 5208                | 8/3/2022            | 52,163.27             | Herrera Environmental Consultants Inc                                                         |                                   |
| Supplier Payment        | Check               | 5209                | 8/3/2022            | 4,176.64              | HMI Oregon - Remit-To: Pacific WRO                                                            |                                   |
| Supplier Payment        | Check               | 5210                | 8/3/2022            | 454.82                | J-2 Blueprint Supply Co.                                                                      |                                   |
| Supplier Payment        | Check               | 5211                | 8/3/2022            | 1,464.75              | Jamestown Networks                                                                            |                                   |
| Supplier Payment        | Check               | 5212                | 8/3/2022            | 2,450.00              | JCI Jones Chemicals, Inc.                                                                     |                                   |
| Supplier Payment        | Check               | 5213                | 8/3/2022            | 3,166.54              | KBT Distributing LLC                                                                          |                                   |
| Supplier Payment        | Check               | 5214                | 8/3/2022            | 4,654.65              | Keiths Sporting Goods Inc                                                                     |                                   |
| Supplier Payment        | Check               | 5215                | 8/3/2022            | 4,356.00              | Keller Associates Inc                                                                         |                                   |
| Supplier Payment        | Check               | 5216                | 8/3/2022            | 13,154.46             | Kennedy Jenks Consultants - Remit-To: Kennedy Jenks Consulting                                |                                   |
| Supplier Payment        | Check               | 5217                | 8/3/2022            | 303.81                | Mark IV Enterprises Inc                                                                       |                                   |
| Supplier Payment        | Check               | 5218                | 8/3/2022            | 1,000.00              | Message Gears LLC                                                                             |                                   |
| Supplier Payment        | Check               | 5219                | 8/3/2022            | 38,121.84             | Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc |                                   |
| Supplier Payment        | Check               | 5220                | 8/3/2022            | 5,675.00              | Newco Inc.                                                                                    |                                   |
| Supplier Payment        | Check               | 5221                | 8/3/2022            | 110.00                | Northwest Drug-Safe LLC                                                                       |                                   |
| Supplier Payment        | Check               | 5222                | 8/3/2022            | 9,608.87              | Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland                           |                                   |
| Supplier Payment        | Check               | 5223                | 8/3/2022            | 1,393.14              | One Call Concepts Inc                                                                         |                                   |
| Supplier Payment        | Check               | 5224                | 8/3/2022            | 49.00                 | Parkeon                                                                                       |                                   |
| Supplier Payment        | Check               | 5225                | 8/3/2022            | 586.00                | PBS Engineering and Environmental Inc                                                         |                                   |
| Supplier Payment        | Check               | 5226                | 8/3/2022            | 102,580.54            | PC Specialists Inc - Remit-To: TIG - San Diego                                                |                                   |
| Supplier Payment        | Check               | 5227                | 8/3/2022            | 1,463.80              | Port of Vancouver USA - Remit-To: Supplier Port of Vancouver                                  |                                   |
| Supplier Payment        | Check               | 5228                | 8/3/2022            | 6,686.82              | PPC Solutions Inc                                                                             |                                   |
| Supplier Payment        | Check               | 5229                | 8/3/2022            | 20,928.52             | Public Safety Testing Inc                                                                     |                                   |
| Supplier Payment        | Check               | 5230                | 8/3/2022            | 481.08                | Qwest Corporation - Remit-To: CenturyLink - Phoenix                                           |                                   |
| Supplier Payment        | Check               | 5231                | 8/3/2022            | 785.00                | Qwest Corporation - Remit-To: Qwest CABS - Monroe                                             |                                   |
| Supplier Payment        | Check               | 5232                | 8/3/2022            | 6,880.21              | Qwest Corporation - Remit-To: Qwest Corp- Seattle                                             |                                   |
| Supplier Payment        | Check               | 5233                | 8/3/2022            | 505.00                | R & W Engineering Inc                                                                         |                                   |
| Supplier Payment        | Check               | 5234                | 8/3/2022            | 18,308.24             | Rei Kelsom                                                                                    |                                   |
| Supplier Payment        | Check               | 5235                | 8/3/2022            | 2,384.80              | SafeFire LLC                                                                                  |                                   |
| Supplier Payment        | Check               | 5236                | 8/3/2022            | 300,364.89            | SDB Contracting Services                                                                      |                                   |
| Supplier Payment        | Check               | 5237                | 8/3/2022            | 2,381.65              | Shrums Pest Control                                                                           |                                   |
| Supplier Payment        | Check               | 5238                | 8/3/2022            | 5,606.56              | Siteimprove, Inc.                                                                             |                                   |
| Supplier Payment        | Check               | 5239                | 8/3/2022            | 64,175.12             | Skillsoft Corp                                                                                |                                   |
| Supplier Payment        | Check               | 5240                | 8/3/2022            | 1,108.10              | Software House International SHI - Remit-To: SHI - Dallas                                     |                                   |
| Supplier Payment        | Check               | 5241                | 8/3/2022            | 300.00                | Southwest Clean Air Agency                                                                    |                                   |
| Supplier Payment        | Check               | 5242                | 8/3/2022            | 12,400.47             | Stan Bonham Company Inc - Remit-To: RMT Equipment                                             |                                   |

**INVOICE PAYMENTS REPORT**

| <u>Payment Category</u> | <u>Payment Type</u> | <u>Check Number</u> | <u>Payment Date</u>         | <u>Payment Amount</u> | <u>Payment Payee</u>                                                                                  | <u>Payment Memo if applicable</u>            |
|-------------------------|---------------------|---------------------|-----------------------------|-----------------------|-------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Supplier Payment        | Check               | 5243                | 8/3/2022                    | 34,347.50             | State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology       |                                              |
| Supplier Payment        | Check               | 5244                | 8/3/2022                    | 4,536.93              | State of Washington Department of Natural Resources - Remit-To: Dept of Natural Resources - Box 47041 |                                              |
| Supplier Payment        | Check               | 5245                | 8/3/2022                    | 33.99                 | State of Washington Department of Transportation                                                      |                                              |
| Supplier Payment        | Check               | 5246                | 8/3/2022                    | 77,392.30             | Stellar J Corporation                                                                                 |                                              |
| Supplier Payment        | Check               | 5247                | 8/3/2022                    | 93.69                 | Stericycle Inc                                                                                        |                                              |
| Supplier Payment        | Check               | 5248                | 8/3/2022                    | 8,555.23              | Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena                                          |                                              |
| Supplier Payment        | Check               | 5249                | 8/3/2022                    | 1,547.54              | Transunion Risk & Alternative Data Solutions Inc                                                      |                                              |
| Supplier Payment        | Check               | 5250                | 8/3/2022                    | 675.00                | TRC Environmental Corp - Remit-To: TRC - Pittsburgh                                                   |                                              |
| Supplier Payment        | Check               | 5251                | 8/3/2022                    | 1,114.14              | Trilogy MedWaste West, LLC                                                                            |                                              |
| Supplier Payment        | Check               | 5252                | 8/3/2022                    | 387.36                | Triple J Enterprises                                                                                  |                                              |
| Supplier Payment        | Check               | 5253                | 8/3/2022                    | 30.00                 | Vancouver Aire LLC                                                                                    |                                              |
| Supplier Payment        | Check               | 5254                | 8/3/2022                    | 4,368.00              | Vancouver Slow Pitch Umpires Association - Remit-To: VSPUA - Vancouver                                |                                              |
| Supplier Payment        | Check               | 5255                | 8/3/2022                    | 488.28                | W.B. Sprague Co. Inc.                                                                                 |                                              |
| Supplier Payment        | Check               | 5256                | 8/3/2022                    | 5,418.57              | Walter E Nelson Company                                                                               |                                              |
| Supplier Payment        | Check               | 5257                | 8/3/2022                    | 4,906.00              | Washington State Criminal Justice Training Commission                                                 |                                              |
| Supplier Payment        | Check               | 5258                | 8/3/2022                    | 46.59                 | Waste Connections of Washington - Remit-To: Waste Connections - Vancouver                             |                                              |
| Supplier Payment        | Check               | 5259                | 8/3/2022                    | 12,580.35             | Western Water Works Supply Co Inc                                                                     |                                              |
| Supplier Payment        | Check               | 5260                | 8/3/2022                    | 7,336.00              | Whitewater West Industries LTD                                                                        |                                              |
| Supplier Payment        | Check               | 5261                | 8/3/2022                    | 2,027.31              | WSP USA Inc. - Remit-To: WSP USA Inc. Dallas                                                          |                                              |
| Supplier Payment        | Check               | 5262                | 8/3/2022                    | 3,740.37              | W Todd Pascoe                                                                                         |                                              |
| Supplier Payment        | Check               | 5263                | 8/3/2022                    | 149.81                | XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland                                     |                                              |
| Supplier Payment        | Check               | 5264                | 8/3/2022                    | 3,446.33              | State of Washington Department of Retirement System (PERS)                                            |                                              |
|                         |                     |                     | <b>Check Total</b>          | <b>1,476,976.30</b>   |                                                                                                       |                                              |
|                         |                     |                     | <b>Manual Wire Total</b>    | <b>1,797,502.06</b>   |                                                                                                       |                                              |
|                         |                     |                     | <b>Direct Deposit Total</b> | <b>2,746.23</b>       |                                                                                                       |                                              |
|                         |                     |                     | <b>EFT Total</b>            | <b>3,263,381.86</b>   |                                                                                                       |                                              |
|                         |                     |                     |                             |                       |                                                                                                       |                                              |
|                         |                     |                     | 8/8/2022                    | 7,480.98              | City Payments                                                                                         | Posted 08-01-22 to 08-08-22                  |
|                         |                     |                     | <b>Hansen Total</b>         | <b>7,480.98</b>       |                                                                                                       |                                              |
|                         |                     |                     |                             |                       |                                                                                                       |                                              |
|                         |                     |                     | 8/8/2022                    | 4,976.38              | Miscellaneous                                                                                         | Parks Class Refunds FCC 08-01-22 to 08-08-22 |
|                         |                     |                     | 8/8/2022                    | 3,459.00              | Miscellaneous                                                                                         | Parks Class Refunds MCC 08-01-22 to 08-08-22 |
|                         |                     |                     | <b>VISA Total</b>           | <b>8,435.38</b>       |                                                                                                       |                                              |
|                         |                     |                     |                             |                       |                                                                                                       |                                              |
|                         |                     |                     | <b>Payroll Total</b>        | <b>0.00</b>           |                                                                                                       |                                              |
|                         |                     |                     |                             |                       |                                                                                                       |                                              |
|                         |                     |                     | <b>GRAND TOTAL</b>          | <b>6,556,522.81</b>   |                                                                                                       |                                              |

City of Vancouver  
Payroll Council Report  
August 1, 2022 - August 7, 2022

| Check No. | Date | Explanation            | Amount |
|-----------|------|------------------------|--------|
|           |      | No Payroll this period |        |
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