MEMORANDUM

DATE: April 13, 2021

TO: Eric Holmes, City Manager

FROM: Dan Swensen, Interim Public Works Director

RE: **Brief History of the Operations Center Replacement Project**

Mr. Holmes,

I offer this memo as a brief reminder of the events in the Operations Center Project that have gotten us to where we are today. The intent of the memo is to provide some history prior to our 4/26 workshop with City Council, so as to not take too much time during the workshop to recap.

The current Operations Center, located at 4711 E. Fourth Plain Blvd, was built as a Clark PUD operations center in 1951. The City purchased the original buildings and 10.2 acre campus in 1978. Four subsequent neighboring property purchases brought the campus to its current configuration of 15.2 acres. The property footprint is divided by General Andresen Rd, which creates logistical challenges of a work site divided by a public roadway The Operations Center housed 90 employees in 1978. 250 employees plus as many as 25 seasonal workers currently are housed there.

Very few changes or improvements have been made to the Operations Center buildings since the 1978 purchase.

The concerns with the existing site include aged infrastructure, seismic vulnerability, ADA non-compliance, inefficient layout with the bisection of the site by General Andersen Rd., and the lack of any additional space for growth. Regarding the existing site, the problem statement could be summarized as "We have a significantly undersized, aged and inefficient facility of limited accessibility housing essential first responder services that, in a moderate seismic event, will be significantly compromised."

Replacement of the existing Operations Center has been contemplated since before 2000. Operations Center replacement discussions and plans for rebuilding a new facility on the existing site were put on "hold" with the event of the 2008 Great Recession.

The project was re-energized in 2015 by the City's ability to add approximately 3 acres to the existing site with the purchase of the Golden Skate facility. A master planning effort for the existing site was re-started and looked at the needs of Public Works Operations into the future. The study found that, although we had 15.2 acres, Public Works really needed 25-30 acres to better accommodate the existing use and to allow for reasonable growth. We found that, although it was possible to use vertical construction of multi-story buildings to make the existing site work, it was not economically or logistically feasible. In addition, a new Operations Center constructed on that site would not be consistent with the City's vision for the future of the Fourth Plain corridor.

We needed an alternate site.

A promising undeveloped site was found that was owned by Clark County. The 35 acre parcel, located in the 7700 block of NE 94th Ave, was studied for compatibility with Vancouver's current and projected future needs. Once suitability of the site was confirmed, the City entered into negotiations with Clark County for the sale of the property to the City. Negotiations resulted in suitable terms, and the property sale closed in December of 2020.

Moving Vancouver's Operations center to this new site also comes with the benefit of allowing for the eventual redevelopment of the existing site on Fourth Plain to a use that is more compatible with the overall vision of the future Fourth Plain corridor.

As of the first quarter of 2021, the new site has been secured and the master planning of the site has been completed. As mentioned above, the site is currently undeveloped. The master planning effort has produced a workable site layout for new buildings, operating areas and yard lay-down areas that will allow for the future growth of Vancouver and Public Works Operations. Master planning has brought the actual site design to a 30% level, and the buildings to a 15% level.

We look forward to sharing the results of the master planning effort, as well as charting a path forward with Council in workshop on April 26.

Public Works New Operations Center

Project Update

April 26, 2021

Vancouver City Council Workshop

Dan Swensen, Engineering & Construction Manager

Jean Singer, Facilities Capital Projects Manager

Tim Buck, Public Works Operations Manager

CITY OF Vancouver WASHINGTON

Presentation Overview

- Master Planning History (Brief Recap)
- Concept Plan Development & Site-Specific Analysis: Update (2020)
- Policy Direction and Project Goals
- Project Governance and Chartering Approach
- Communications and Community Engagement

Target Workshop Outcomes

- Shared understanding of project status and approach to project delivery
- Council input on:
  - Policies, goals & objectives
  - Chartering approach
  - Project governance

Master Planning History: Existing Site Analysis

Existing Site Determined Infeasible:

- High Liquefaction Risk
- Seismic Deficiencies
- Zoning Conflicts
- Street Bi-Section of Site
- Construction phasing limitations while maintaining continuous operations
- 2018 Cost - $160 Million (2021 Construction $)

Master Planning History: City Council Direction

- 2018: Alternate 5 Selected
- Relocate/Consolidate Public Works, and Fire Department Fleet Services, to new, suitable 25 to 30 acre green field site
- Provide services from new site for 50 years (utilities and annexation)
- Develop redevelopment strategy for existing Fourth Plain site in support of subarea plan

ALTERNATE 5 SITE PLAN

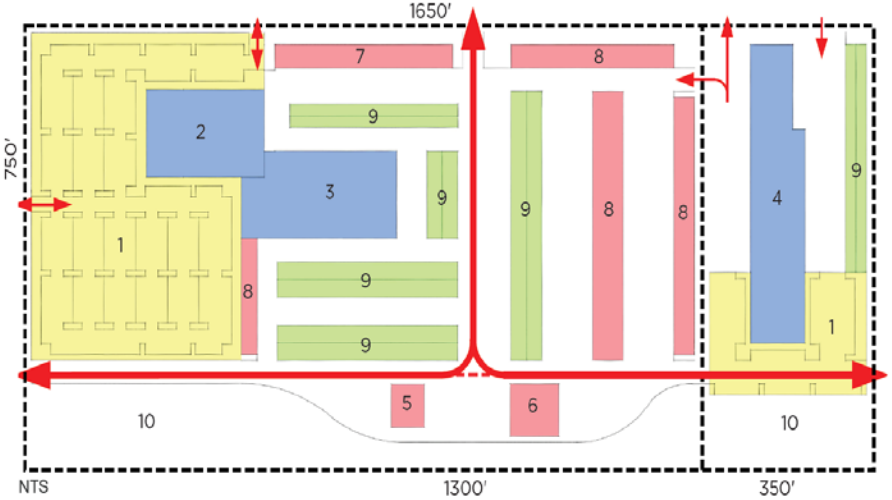
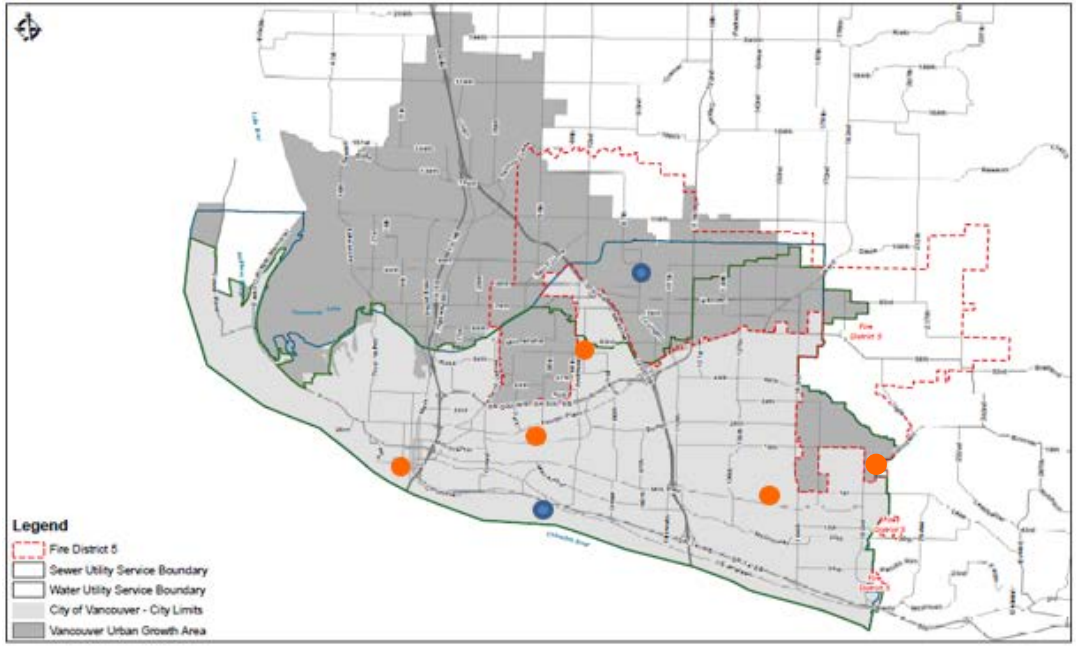


Figure 9.1 - Relocate to New Site - Alternate 5

Concept Plan Development & Site-Specific Analysis



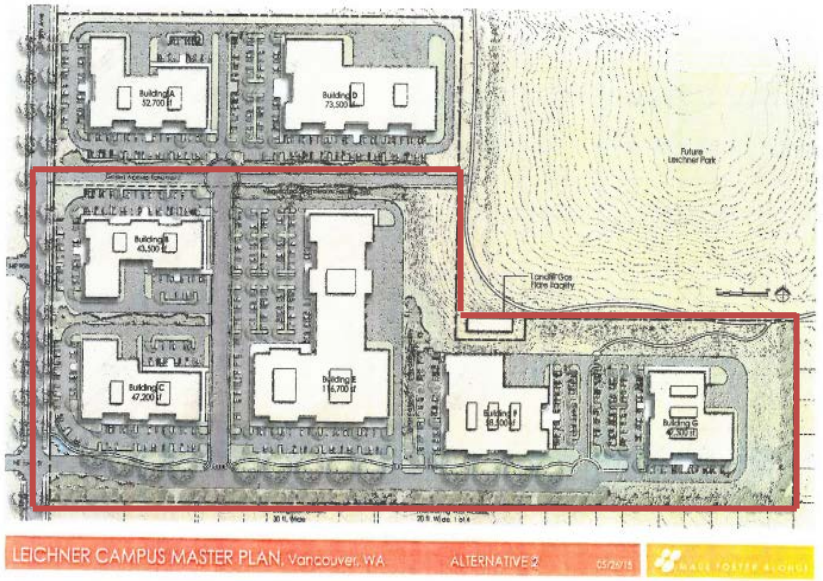
Site Selection | Feasibility

- **Existing Public Works Locations:** Staff and services to be consolidated at future sites
- **Public Works Future Sites:** Marine Park Engineering and New Operations Center on NE 94th Avenue

Concept Plan Development & Site-Specific Analysis

Site-Specific Master Plan

- Condition of Site Purchase: Public Works' new Operations Center must comply with existing approved site Master Plan completed by Clark County
- Required confirmation that proposed site works with all the necessary program elements in context of existing Master Plan

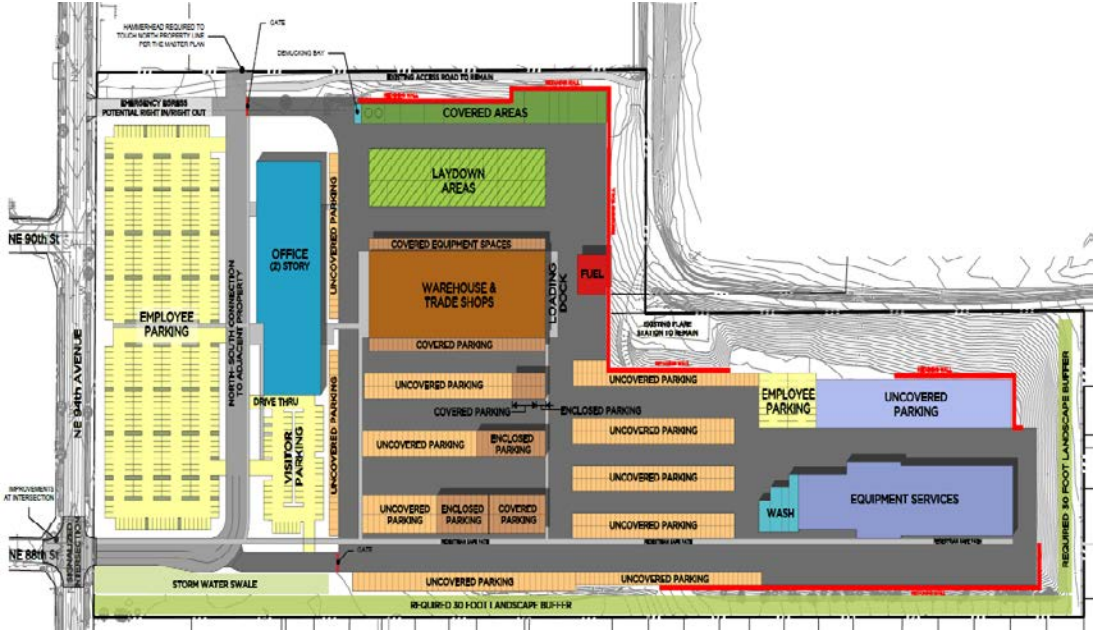


CLARK COUNTY MASTER PLAN

Concept Plan Development & Site-Specific Analysis

Site-Specific Master Plan

- Basis of design complies with Clark County Master Plan
- Buildings are simple in design and layouts
- Fully operational status post major seismic event
- Low-impact development for stormwater systems



Concept Plan Development & Site-Specific Analysis

New Operations Center Concept Plan Development

- Master Plan/Concept Plan Development Complete
- Site: 30% Design Development
- Buildings: 15% Design Development
- Basis of Design Established: Current Code Compliant and Resilient
- Service Area and Facilities Sizing Analysis Developed
- Confirmed Site Feasibility and Project Goals to this point

Concept Plan Development & Site-Specific Analysis

Cost Estimate Validation

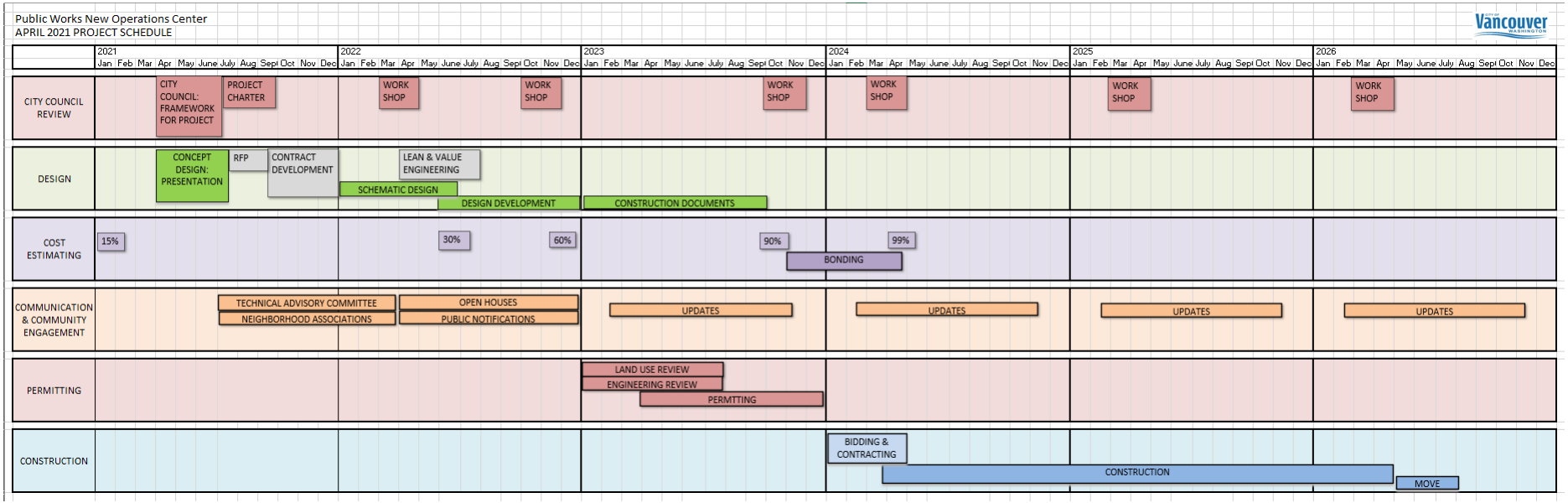
- 2018: Total Project Cost - Alternate 5 Green Field Site estimate
  $126 Million (2021 Construction $)* $137 Million (2023 Construction $)

- 2020: Total Project Cost – Site-specific concept plan (15% Design)
  $132 Million (2023 Construction $)

*2021 was the original targeted construction start year. Escalation and contingencies applied are consistent with current market and industry standards.

Concept Plan Development & Site-Specific Analysis

Updated Project Timeline



Concept Plan Development & Site-Specific Analysis

Upcoming Project Milestones

- 2021 Project Charter
- 2021 Design RFQ/Design Contract
- 2022 30% and 60% Design
- 2023 Permitting
- 2023 90% and Final Design
- 2024 Bidding/Construction Start
- 2025 Construction Ongoing
- 2026 Construction Completion
- 2026 Relocation to New Site

Policy Direction and Project Goals: Approach

- Project Purpose and Need Statement
- Project Vision and Values
  - Policy Direction
  - Strategic Goals/Key Initiatives
  - Project Design will reflect these policies and goals

Policy Direction and Project Goals

Project Purpose and Need Statement

The City of Vancouver Public Works Department is responsible for providing essential infrastructure and services for streets, water, sewer, traffic signals, street lighting, grounds maintenance, facilities, vehicle/equipment services and surface water management, including the administration, engineering and operational support of these services.

Policy Direction and Project Goals

Project Purpose and Need Statement (continued)

The City of Vancouver Public Works Operations Center is the maintenance hub for providing these essential public services for the City of Vancouver and the surrounding urban area, serving approximately 250,000 people, and growing to 430,000 by 2035. Current facilities are inadequate to serve the current and forecasted population, are vulnerable to moderate seismic events and do not meet current minimum building code standards.

The purpose of the Operations Center Replacement Project is to provide efficiency of operations, modernization of services, and to serve as an Emergency Operations Center (EOC).

Policy Direction and Project Goals

Project Vision:

Building a more accessible, sustainable, resilient operations center to serve the current and future City of Vancouver.

Project Values:

Assure the project is in alignment with strategic goals, policies, and planning for the City of Vancouver:

- Resilience and Safety
- Capital Planning/Asset Management and Financial Policies
- Environmental Sustainability
- Equity and Inclusion

Policy Direction and Project Goals: Approach

City Council

Policies and Goals

Project Metrics

Project Deliverables

CITY OF Vancouver WASHINGTON

Policy Direction and Project Goals

Value: Resilience and Safety

- Role of Public Works as essential service hub
- Need for resiliency, flexibility and future-readiness

Project Goals: Resilience and Safety

- Fully operational status after major seismic/weather events
- Continuity of Operations and scalable response capabilities
- Operations Center supports efficient delivery of all services
- Flexibility to accommodate and adapt to future needs

Policy Direction and Project Goals

Capital Planning/Asset Management & Financial Policies

- Consistency with City current and long term financial and capital planning/asset management policies
- Project funding & financing

Project Goals: Capital Planning/Asset Management & Financial Policies

- Document project benefit/match policy goals
- Life cycle cost management: capital outlay, equipment & long-term maintenance expenses
- Application of climate sustainability and equity practices

Policy Direction and Project Goals

Environmental Sustainability

- Align with overall City strategy
- Demonstrate climate leadership and stewardship
- Reduce contribution to climate change over time

Policy Direction and Project Goals

Environmental Sustainability (continued)

Current Project Elements and Goals:

- Low-impact development incorporated in design: enhanced landscaping, stormwater management, EV charging stations for employees/public and fleet; employee parking lot is flex space for future multiple uses
- Buildings are streamlined for function, focusing on resiliency and flexibility for future
- Development of fleet service space that is adaptable/future forward

Policy Direction and Project Goals

Environmental Sustainability (continued)

Additional Project Opportunities for Consideration:

- Analysis on target carbon neutrality goal for energy usage of the campus
- With cyclical renewals, update equipment and systems to current standards and best practices
- Partnerships with utilities

Policy Direction and Project Goals

Equity and Inclusion

- Consideration of local and regional impacts
- Improvement in resilience and safety of the community
- Capital investment with opportunity for an equitable economy

Policy Direction and Project Goals

Equity and Inclusion

Project Opportunities for Consideration:

- DBE/WBE target goal for construction
- Workforce development and Apprenticeship goals
- Educational opportunities:
  - Community
  - Schools (STEM charter/Other programs)
- Other community benefit goals

Project Governance

City Council

- Provides policy direction and authority
- Actions:
  - Project Charter
  - Approval of overall concepts (Level of Service)
  - Milestone updates, review and affirmation
  - Funding & financing
  - Community engagement level oversight

Project Governance

Executive Oversight Committee

- CMO, Public Works Director, CFO
- Assures project delivery meets goals and metrics
- Provides executive level oversight to align with organization-wide objectives

Project Governance

Technical Advisory Committee

- Finance, construction, real estate, facilities industry experience
- Opportunities and expertise to validate/challenge/stress project assumptions
- Touch Points: 30/60/90% design

Project Governance

Operations Advisory Committee

- Operations, fleet, facilities, construction
- User/practitioner expertise and input to project design and delivery

Communications and Community Engagement

External Stakeholders

- Project information availability
- Community outreach
- Neighborhood engagement

Questions and Discussion

- Purpose & Need
- Vision and Values
- Policy and Project goals
- Project Governance
- Communications and Community Engagement

Next Steps/Timeline

June 7, 2021 – City Council Workshop follow-up

- Expansion of direction provided today
- Incorporation of direction into the design process
- Draft project charter and communications plan outlines

Questions and Discussion

- Jean Singer, Facilities Capital Projects Manager
- Jean.Singer@cityofvancouver.us

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: April 26, 2021

TO: Mayor, Council
CC: Eric Holmes, City Manager

FROM: Brennan Blue, Fire Chief

RE: **Vancouver Fire Department 2020 Report on Service Levels**

RCW requires the adoption of a Standard of Cover document that includes established performance measures and an annual reporting to the elected governing body. The City of Vancouver Ambulance Services Agreement Article 7, Section 15, Annual Performance Evaluation establishes the requirement for an annual evaluation to be provided to City Council.

This year the report encompasses both requirements, providing the City Council with the first combined Fire and EMS system report.

This memo is intended to provide context and supplemental background on elements contained within the presentation. While the presentation notes some system performance challenges relative to the City's Standard of Cover, Vancouver Fire Department and AMR continue to meet public safety needs of the overall service area that Includes the City of Vancouver and Fire District #5. In my tenure as the fire chief, I have observed some gaps in service that will need to be addressed, to ensure that we continue to meet the needs of our growing community and addressing the substantial increase in call volume.

VFD Response Time Performance- Slide 10:
This slide represents "Full Alarm" responses. While there were no full alarm responses for Technical Rescue or Hazardous Materials, VFD did respond to 7 Technical Rescue and 288 Hazmat incidents in 2020.

VFD 2020 Service Levels- Slide 11:
Time measures from time of dispatch until arrival at the scene of the emergency reported at the 90% fractal. This time measure represents the time for the unit(s) to arrive at 90% or less of the emergencies.

We believe that increased travel times primarily related to congestion is the biggest contributor to increased response times. Increased call volume causing units to respond from one end of their district to another in also a likely component.

VFD 2020 Station Reliability- Slide 12:
Reliability is measured as the percentage of time a unit assigned to a given station area arrives first to incidents within their station area. There are a number of factors that impact reliability – placement of resources, increased call volume, number of units per station, station boundary lines, etc. This is a management tool used to make deployment decisions. The target of 80% established at VFD is self-imposed.

VFD 2020 Call Volume AMR & VFD- Slide 13:
This slide includes all calls within the VFD service area including calls AMR responded to without VFD.

VFD 2020 History of Call Volume and Staffing- Slide 14:
This slide represents the calls that VFD responded to. It does not include the calls that AMR responded to without VFD.

Public Relations/Community Education Slide- 17: This slide is a requirement of the Ambulance Services Contract and represents the community engagement efforts provided by AMR under the terms of the contract with the City of Vancouver.

Fire Chief's Initial Observations 2021:

- VFD is a highly trained, competent, and responsive Fire/EMS Agency with dedicated personnel.
- The rescue / squad program was a positive step in addressing rising call volume, but additional units will be needed in the short and long term.
- Currently meeting our call volume needs overall as a system, however, there is little margin for surge capacity or concurrent large incidents.
- Strategic planning for future growth will be critical to our success, and to ensure that we can continue to meet our current and anticipated response needs.
- Wildland firefighting training and preparedness needs improvement.
- Use of the "total force concept" and thoughtful resourcing will benefit the VFD and our community as we are challenged by a rapidly changing landscape.

.

To request other formats, please contact:
Department
(360) 487-8605 | WA Relay: 711
Amanda.Delapena@cityofvancouver.us

Fire and EMS

2020 Report on Service Levels

April 26th, 2021

Vancouver City Council Workshop

Chief Blue, Vancouver Fire Department
Rocco Roncarati, AMR
Dr. Wittwer, Clark County MPD

CITY OF Vancouver WASHINGTON

Presentation Overview

Objectives of Presentation:

- Meet the reporting requirements of RCW 35.103.040.
- Inform the Council of the service levels provided by the Fire Department in 2020.
- Update Council and community on the annual results of the ambulance services agreement.
  - City's overview of performance benchmarks
  - Clinical performance assessment
  - Provider's perspective

Prior Council Review

- 2013 – Council Adopted the Standard of Cover
- 2014 – 2019 Annual Report on Service Levels
- 2015 – 2019 Annual Report on Ambulance Service and Outcomes
- 2020 – First combined Annual Report – VFD & Ambulance

Presentation Overview

- Initial Observations
- Clinical Performance
- VFD Performance
- Ambulance Contract Performance
- System Performance
  - Response time performance
    - VFD
    - AMR
    - System

Initial Observations

- VFD is a well functioning Fire/EMS Agency with dedicated staff.
- Currently meeting our call volume needs; however, little margin for surge capacity or concurrent large incidents.
- Strategic planning for future growth is critical.
- Wildland firefighting training and preparedness needs improvement.
- Continued use of total force concept utilizing available resources.

Clinical Performance Assessment – Dr. Wittwer

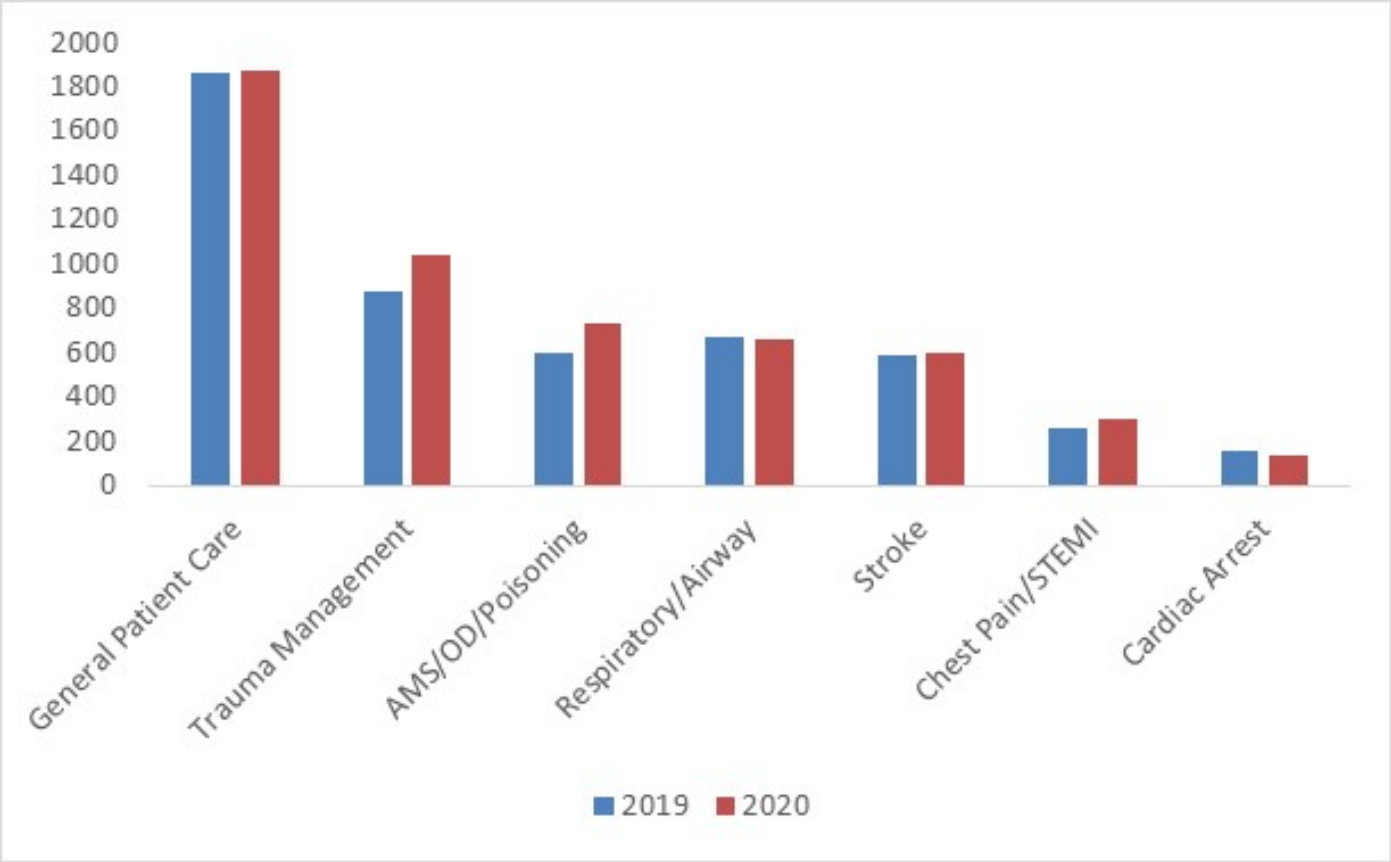
- Medical Program Director (MPD) – Responsibilities
    - Medical oversight for all clinical activities pertaining to the local EMS system
    - Quality improvement directed by key performance indicators
    - Continuing education directed by quality improvement

Cardiac Arrest

	Out of Hospital Cardiac Arrest (OHCA)	Utstein Criteria
Total	272	41
Clark County	14.0%	43.9%
Washington	13.7%	37.9%
National	9.0%	29.2%

Utstein criteria definition per the Cardiac Arrest Registry to Enhance Survival = Witnessed by bystander and found in shockable rhythm.

Emergent Transports



Innovation

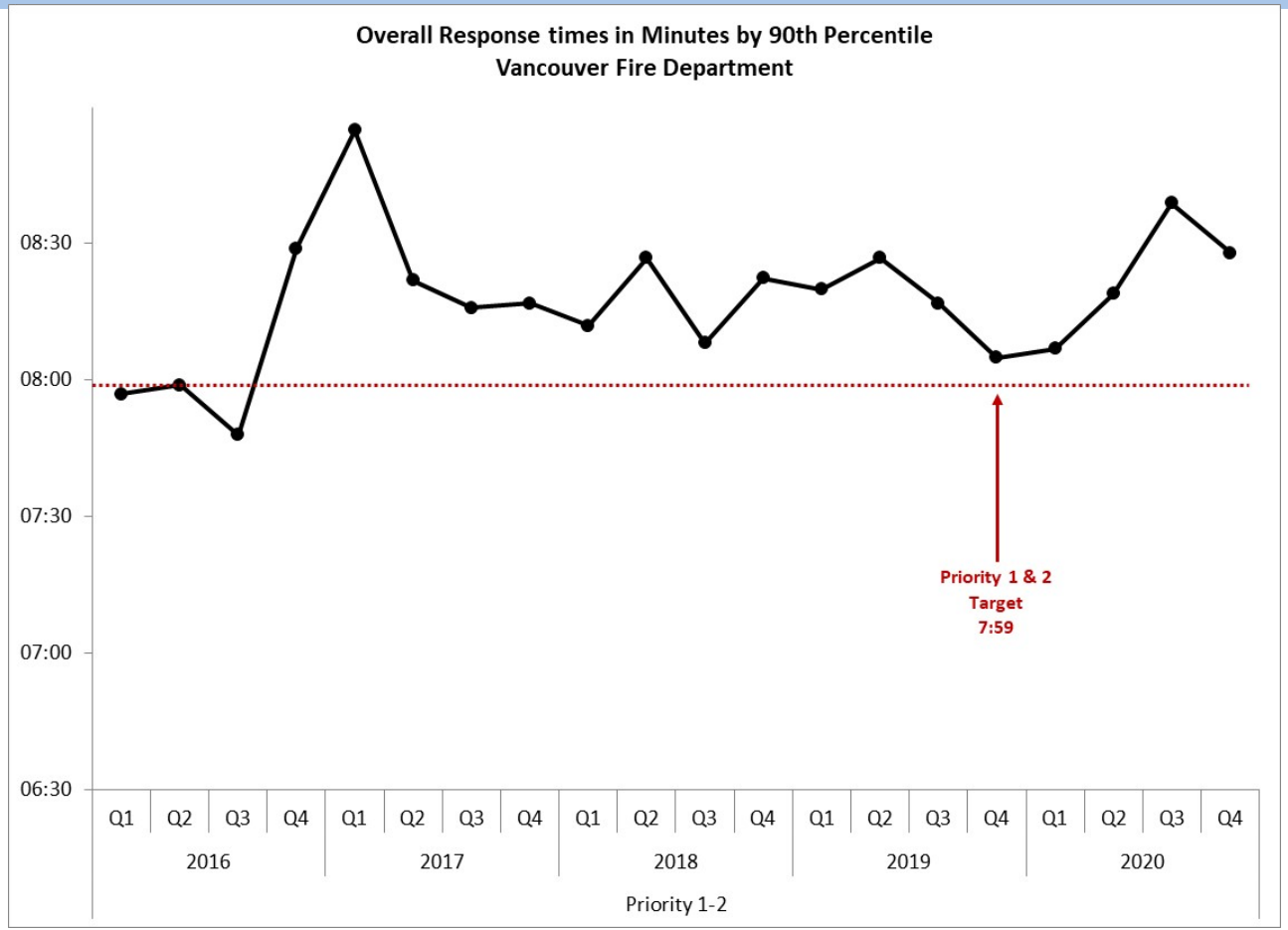
Innovations were based on response to the pandemic:

- Created response guidelines that allowed for the same level of patient care while providing the highest level of provider safety
- Coordinated the implementation strategy for enhanced EMS dispatch/triage response during the pandemic
- EMS/Fire/Law COVID-19 Phase 1a vaccinations

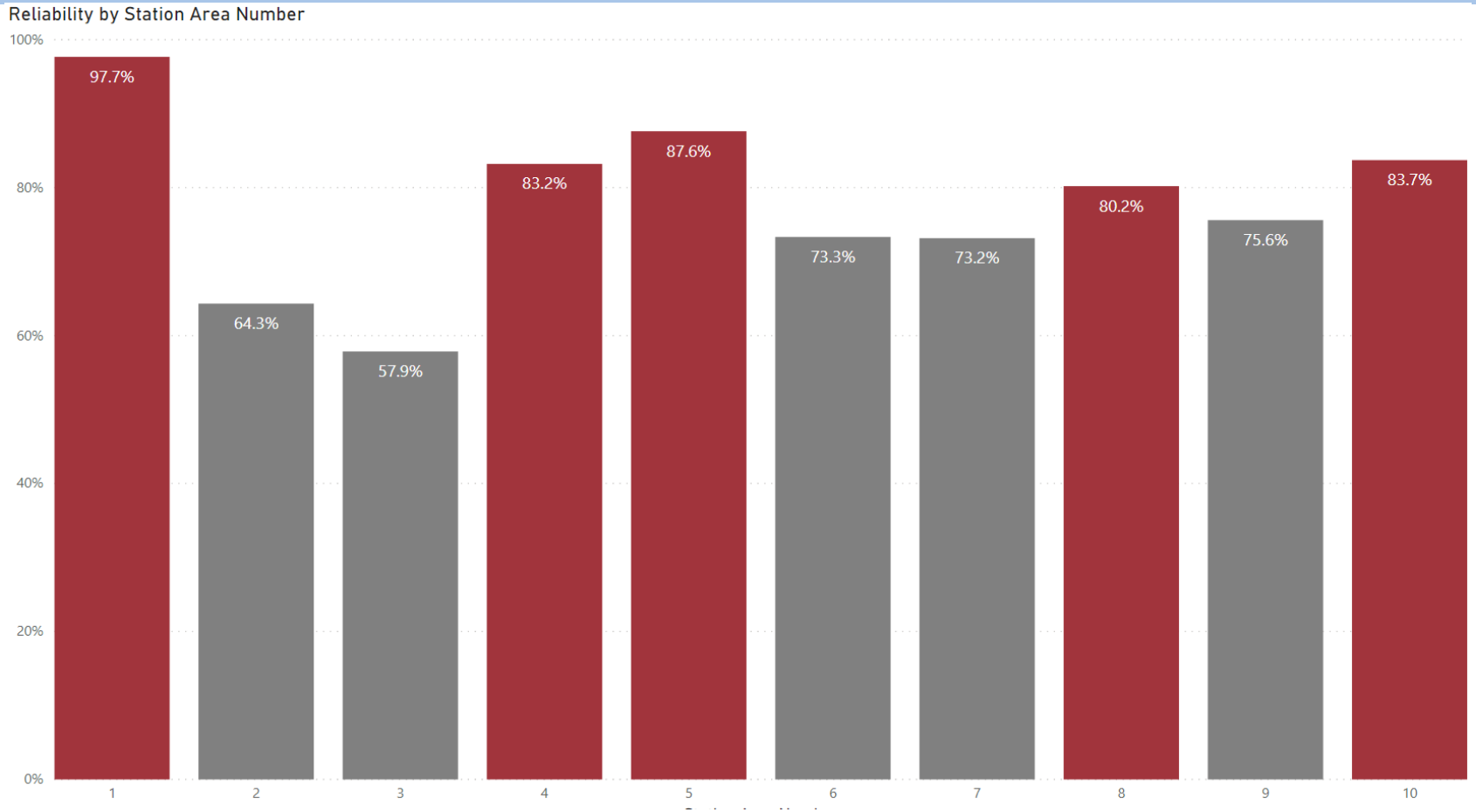
VFD Response Time Performance

Alarm Type	Standard	2020	2020 % met Standard	Number of Calls Received in 2020	% Change over 2019
Priority 1 and 2 Except Marine	7:59	8:23	87.22%	12,160	0.0%
Priority 3 and 4 Except Marine	10:59	8:31	94.91%	8,307	-1.1%
Priority 5 Non-Medical	15:59	10:54	97.91%	3,974	-11.6%
Priority 5 Emergency Medical - Ambulance Only	17:59	16:15	94.22%	8,444	-6.5%
Marine – All Calls	19:59	40:42	20.00%	15	-11.8%
Fire Suppression Full Alarm	15:59	18:45	85.39%	89	45.9%
Aircraft Rescue and Firefighting	15:59	N/A	N/A	0	0
Technical Rescue	60:00	N/A	N/A	0	0
Hazardous Materials	60:00	N/A	N/A	0	0

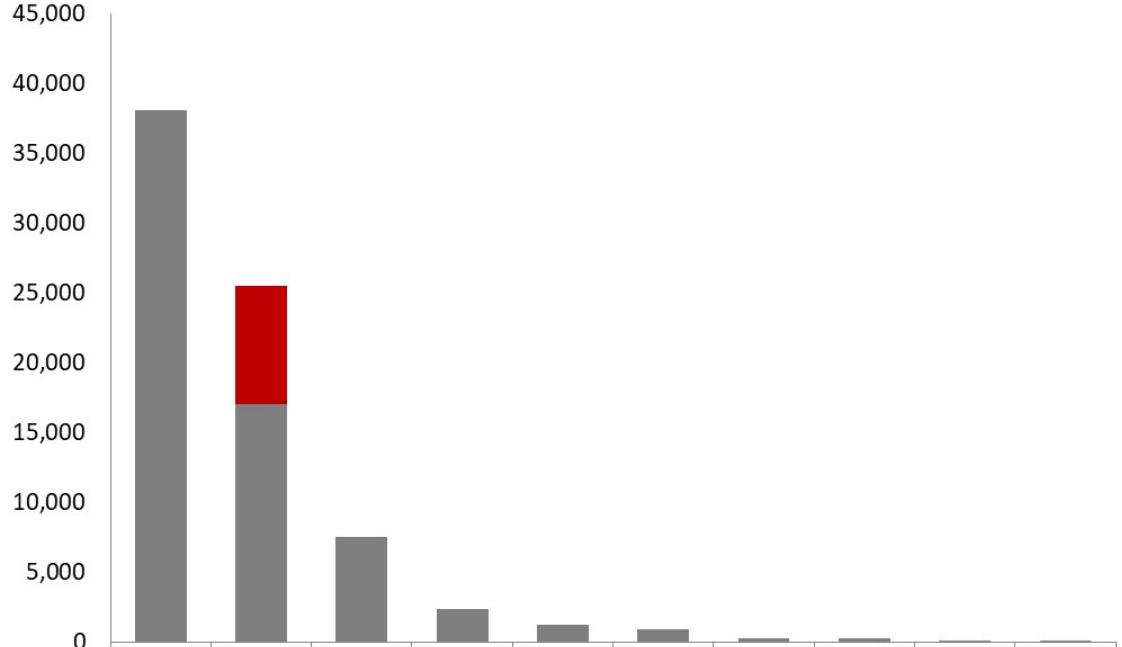
VFD 2020 Service Levels



VFD 2020 Station Reliability

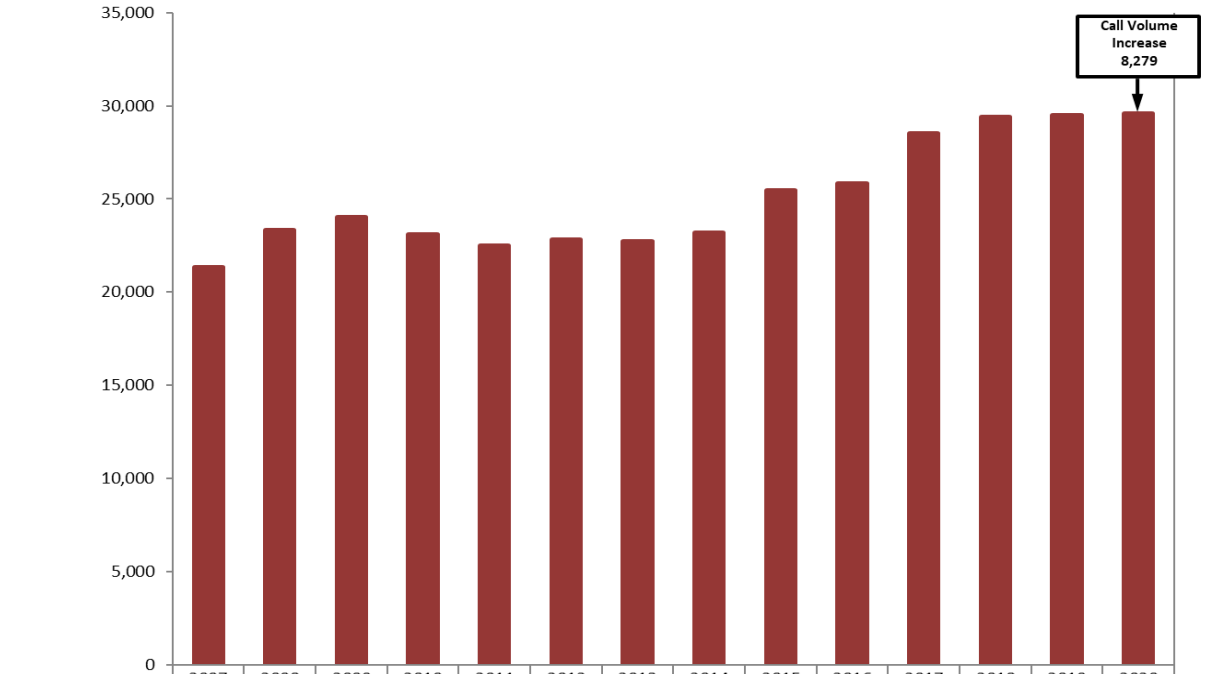


VFD 2020 Call Volume – AMR &VFD



	Total Call Volume	Medicals & Rescues	Good Intent	Public Service	False Alarm	Fire	Hazardous Condition	Special Incident Type	Rupture & Explosion	Severe Weather
AMR Pri5 Medical Calls		8,493								
Total VFD Calls	38,098	17,024	7,534	2,317	1,248	935	269	241	29	8
% Total All Calls		67.0%	19.8%	6.1%	3.3%	2.5%	0.7%	0.6%	0.1%	0.0%
% Change over 2019	3.1%	1.6%	2.9%	6.8%	7.6%	19.3%	-3.9%	-11.4%	0.0%	300.0%

VFD 2020 History of Call Volume and Staffing



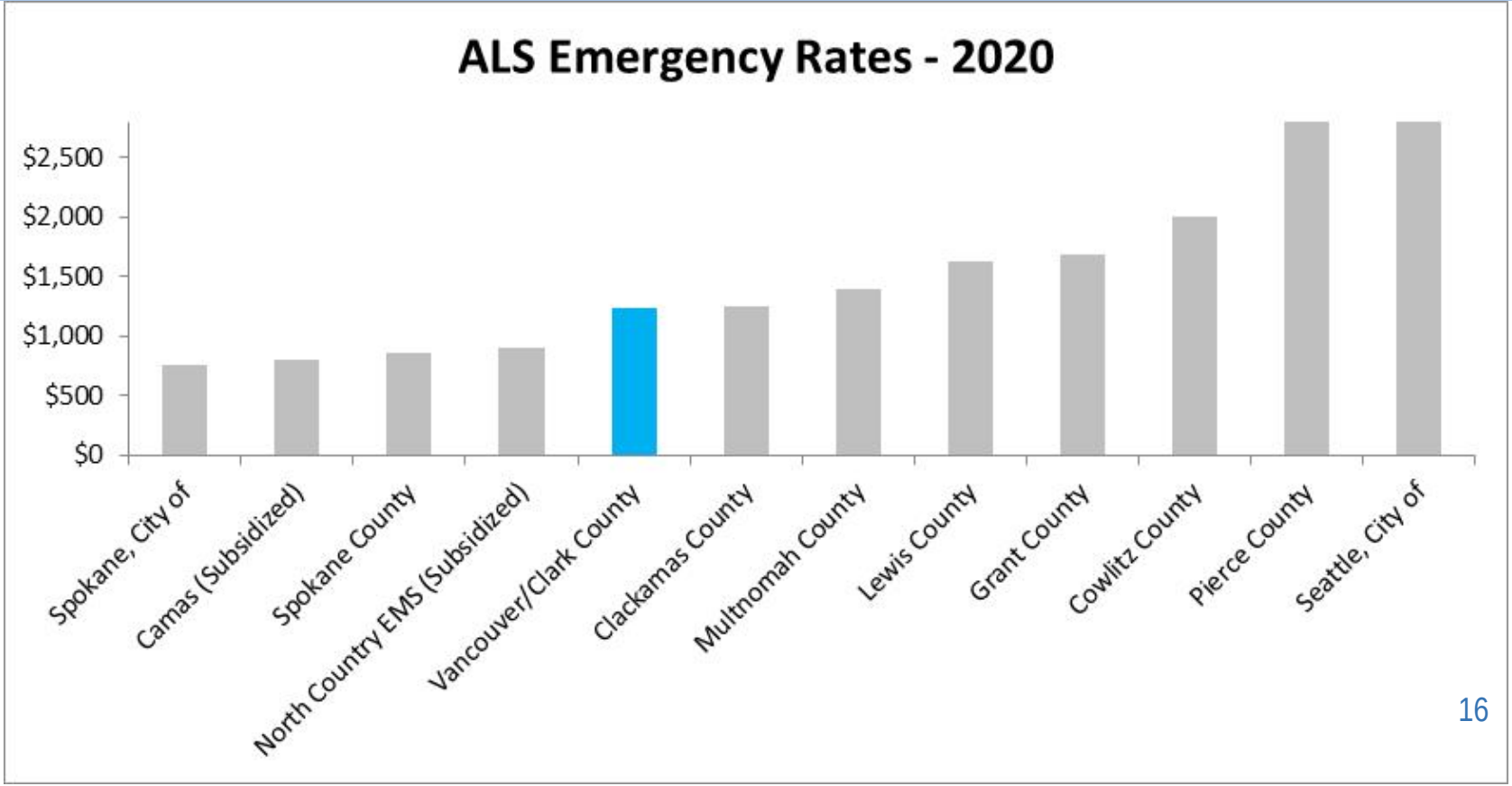
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
Call Volume	21,326	23,304	24,005	23,113	22,484	22,835	22,741	23,195	25,456	25,814	28,516	29,412	29,470	29,605	
Minimum Staffing	39	39	39	42/40*	37	40	44	44	44	44	44	44	44	44	+5
Total Line Staff	0	190	185	182	183	180	178	178	182	182	182	182	182	182	- 8

* Minimum Staffing reduced to 40 Staff after March of Year

AMR Response Time Performance – Contractual Compliance Requirement ≥ 90%

Alarm Type	Standard Response Time	2020 Actual Compliance %	Number of Calls Received in 2020
Priority 1 and 2 – High Density	9:59	90.60%	18,059
Priority 1 and 2 – Low Density	19:59	93.70%	1,746
Priority 3 and 4 – High Density	12:59	94.74%	13,205
Priority 3 and 4 – Low Density	19:59	94.47%	1,319
Priority 5 and 6 – High Density	17:59	94.14%	11,640
Priority 5 and 6 – Low Density	29:59	96.56%	871
Routine – EMSD2 Area Only – Inter-facility Scheduled (12 hr pre-scheduled)	≤ 15 mins	75.19%	262
Routine – EMSD2 Area Only – Inter-facility Non-scheduled (less than 12 hr pre-scheduled)	≤ 60 mins	90.14%	3,944

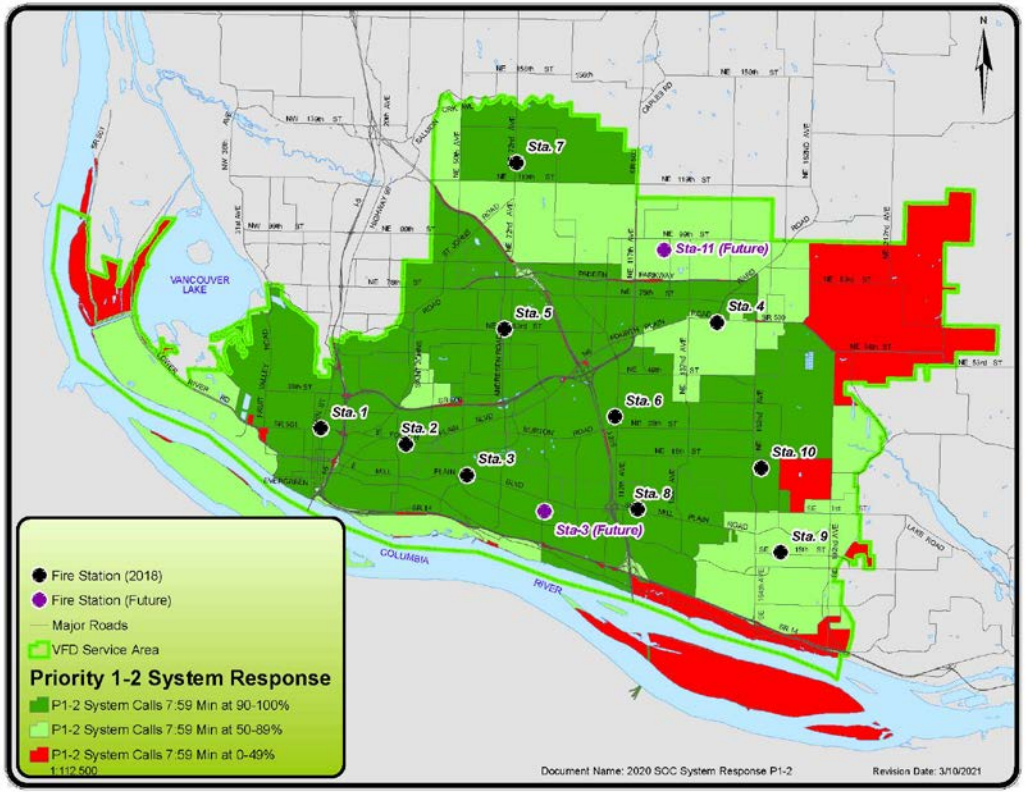
Ambulance Financial Review – Rate Comparison



Public Relations / Community Education

Topic	Attendance/ Donated Items	Hours	County
Community Events Hands Only CPR	240	8	Clark
Life Jacket Loaner Stations	30 donated	5	Clark
Car Seat Installation Clinics	63	13.5	Clark
Independent and Virtual Car Seat Installations	40 donated	32	Clark
EMS Access and Familiarization	32	3	Clark
Food Deliveries to Families in Need	2,100 pounds donated/transported	2	Clark
Safe Kids and Helmet Fittings	80	8	Clark
Birthday/Drive by Events/Parades	4	4	Clark
Apollo Activities	20	1	Clark
Total	2,609	76.5	

System Performance - 2020

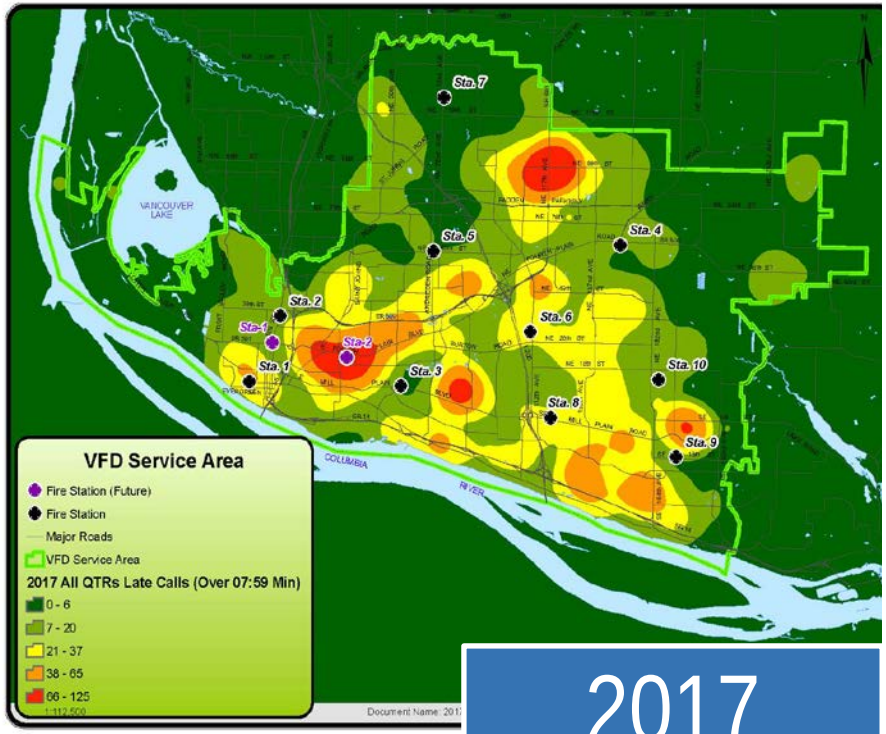


All Agencies – VFD Service Area

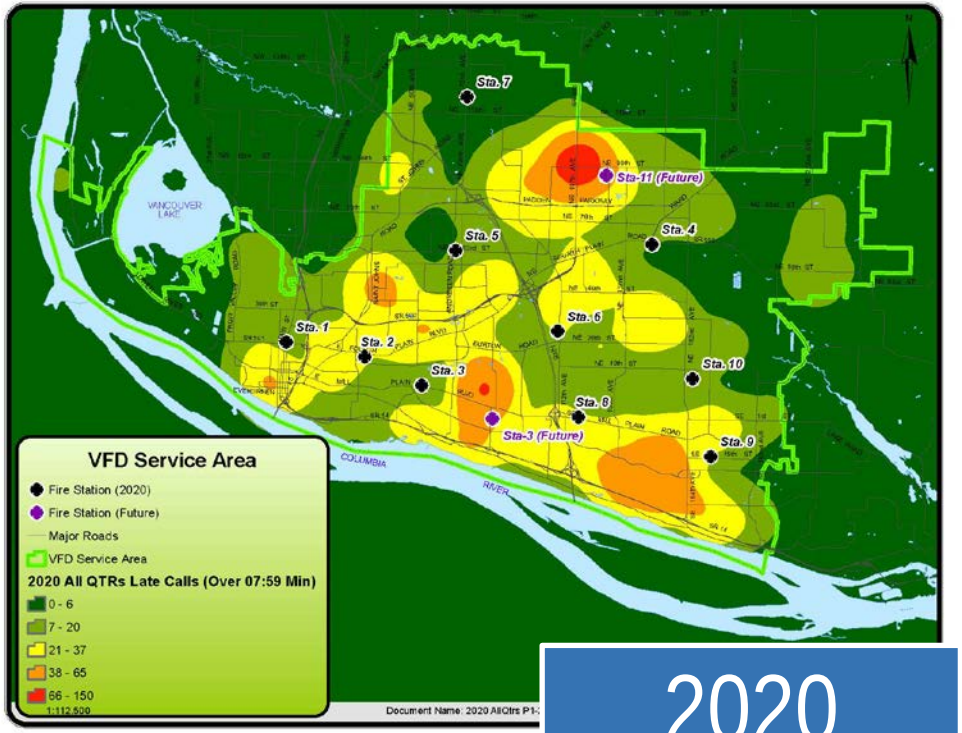
92.7% met standard 07:59

90th Fractal 07:26

Fire Station 1 & 2 Relocation



2017



2020

Summary

- VFD is a well functioning Fire/EMS Agency with dedicated staff.
- Currently meeting our call volume needs; however, little margin for surge capacity or concurrent large incidents.
- Strategic planning for future growth is critical.
- Wildland firefighting training and preparedness needs improvement.
- Continued use of total force concept utilizing available resources.
- Station 1 & 2 relocation having the desired impact on late calls
- Addition of Station 11 will have positive impact on Station 4 and 5
- System performance is meeting standard

Next Steps

- Station 11
- Enhance the rescue program
- COVID 19 Vaccination Clinics
- Optimizing VFD and AMR response resources
- Continue monitoring performance results
- Strategically plan for future growth
- Social Equity

Questions and Discussion

- Brennan Blue, Fire Chief – Brennan.Blue@cityofvancouver.us

CITY OF Vancouver WASHINGTON

Staff Report 062-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/26/2021

SUBJECT Award of bid for the 4th Plain Water Transmission Main and Port PS Pressure Sewer Bypass (ITB 21-14)

Key Points

- The water transmission main will provide additional water conveyance to supplement future growth in the Port of Vancouver and surrounding areas.
- Three bids were received and Nutter Corporation has been determined to be the lowest responsive and responsible bidder.
- Nutter Corporation is anticipating meeting the City's apprenticeship utilization goal of 3%, consistent with the City's current policy.
- Coordinating utility installation in advance of the WSDOT's paving project protects the future road surface.

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 project will install approximately 1,460 linear feet of 24-inch diameter ductile iron pipe in a section of West 4th Plain that is also identified as State Route 501, between West 26th Avenue and Mill Plain Boulevard. The new water transmission main is part of a larger project identified in the City of Vancouver's 2015 Comprehensive Water System Plan as necessary to convey additional water west to supplement future growth within the Port of Vancouver and surrounding areas. In addition, an 8-inch diameter pressure sewer main approximately 75-feet long will be installed within the project area to provide a temporary bypass that will facilitate future upgrades of the Port Sewer Pump Station. The section of roadway where the utility work will occur is slated to be repaved by WSDOT after the utility construction. The utility installation in advance of the paving

project protects the future road surface from being cut and patched after it is repaved.

Five bids were opened on April 6, 2021, with the following results:

SUMMARY OF BIDS	
BIDDER	**AMOUNT**
Nutter Corporation, Vancouver, Washington	$845,460.22
Clark and Sons Excavating, Battle Ground, Washington	$895,180.34
McDonald Excavating, Inc, Washougal, Washington	$968,035.92
Engineer's Estimate	*$660,000.00*

The low bid is considerably higher than the engineer's estimate by 28%. This is likely a result of recent increases in material costs and also due to the time constraints the project has for completion prior to WSDOT's repaving of the roadway.

Nutter Corporation was the lowest responsive and responsible bidder. Nutter Corporation has successfully completed at least three similar construction projects of this size and scope in the last 10 years. The required minimum apprenticeship utilization for this project is 3%. Nutter Corporation has submitted documentation demonstrating intent and ability to reach the 3% goal.

Advantage(s)

1. Provides for needed water conveyance to developing areas.
2. Increases water system reliability by increasing the ability to move water within the service area.
3. Strengthens the water system for improved fire flow.
4. Installs utility improvements planned are in coordination with WSDOT's paving plans to improve the roadway surface.

Disadvantage(s)

Temporary traffic disturbances and inconvenience to neighboring properties which are unavoidable during construction.Traffic disruptions will be mitigated by performing all necessary right-of-way work between 7pm and 5am.

Budget Impact

The funds for this project are budgeted in the 2021-2022 Water Capital Budget as project number PRJ100248 and 2021-2022 Sewer Capital Budget PRJ083744.

Although this project came in higher than the engineer's estimate, this project is only part of a larger water and larger sewer project that has sufficient approved funding to accommodate this added cost.

Prior Council Review

Approved in the 2021-2022 Water Capital Budget and the 2015 Comprehensive Water System Plan.

Action Requested

Award a contract for the construction of the 4th Plain Water Transmission Main & Port PS Pressure Sewer Bypass project to the lowest responsive and responsible bidder, Nutter Corporation of Vancouver, Washington, at their bid price of $845,460.22, including Washington State sales tax; and authorize the City Manager to execute a contract with Nutter Corporation for the same.

Michelle Henry, Senior Civil Engineer, 360-487-7155

ATTACHMENTS:

- Contract

CONTRACT # C-100605
BID 21-14: 4th Plain Water Transmission Main & Port PS Pressure Sewer Bypass

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 Nutter Corporation hereinafter referred to as "Contractor," whose address is 7211-A NE 43rs Avenue Vancouver WA 98661, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for 4th Plain Water Transmission Main & Port PS Pressure Sewer Bypass. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 21-14 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.

   The Contractor shall furnish and install; approximately 1,460 feet of 24-inch diameter fully restrained ductile iron water main with valves, appurtenances and fittings; approximately 75 feet of 8-inch ductile iron pressure sewer main along with valves, appurtenances and fittings; and epoxy lining of an existing manhole along with decommissioning exiting air release valves. All work shall be as shown on the Plans and as specified herein.

   All work within the public right of way is to be performed at night between the hours of 7:00 PM and 5:00 AM to avoid traffic congestion and heavy truck traffic.

   The contract work shall be fully completed within 25 working days upon the issuance of notice to proceed and must be physically complete by July 16, 2021.

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 8.4% Washington State Sales Tax (if applicable) $845,460.22.

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$2,000,000
IV. Pollution Legal Liability	
Each Claim	$3,000,000
Annual Aggregate	$6,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value. b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	Contract Value

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

20. **COOPERATIVE PURCHASING**: The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

21. **ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

22. **TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

23. **TERMINATION FOR CAUSE:** In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default.

Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

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

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

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

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

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

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

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

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

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

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

Anna Vogel City of Vancouver 415 W 6th St. PO Box 1995 Vancouver WA 98668-1995	Jeff Deringer Nutter Corporation 7211-A NE 43rd Avenue Vancouver WA 98661

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:** Nutter Corporation
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 063-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/26/2021

SUBJECT Award of Bid for 2021 Joint Agency Road Preservation Project (#072821), per Clark County Bid PRJ0000974

Key Points

- The City maintains approximately 1,900 lane miles of streets in its system.
- The City's annual resurfacing and preservation contracts are the primary way that the streets get curb-to-curb work done on them.
- The City and Clark County have successfully teamed in the past to enter into joint contracts for similar work affording both agencies lower pricing due to economies of scale.
- The project includes approximately 31 lane miles of street preservation.
- City maintenance crews do not have the staff capacity or equipment to do the type of work being done as part of this project.

Strategic Plan Alignment

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

Present Situation

Clark County and the City of Vancouver have solicited a joint bid for each agency's 2021 road preservation project. Each agency will execute a separate contract for their part of the work.

On March 16, 2021, Clark County received two bids for the 2021 Joint Agency Road Preservation Project. The bids ranged from $2,893,732.40 to $3,257,257.00. The low bidder was responsive. The 2021 City of Vancouver share of the joint contract is $1,367,486.00.

SUMMARY OF BIDS		
BIDDER	VANCOUVER'S BID	COMBINED BIDS

Doolittle Construction, LLC, Bellevue, WA	$1,367,486.00	$2,893,732.40
Intermountain Slurry Seal, Reno, NV	$1,554,097.53	$3,257,257.00
Engineers' Estimate	*$1,839,660.00*	*$3,651,224.64*

There is a minimum apprenticeship goal of 4% of the utilized labor hours for this project. Doolittle Construction, LLC, Bellevue, Washington, has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 530 hours of apprentice time of the estimated 4,196 total of applicable labor hours for the project.

Advantage(s)

1. Will result in improved pavement on approximately 31 lane miles of streets in Vancouver, protecting the City's investment in its street network.
2. The City and Clark County are working cooperatively to make the best use of limited funds by reducing construction costs through economies of scales.
3. Will reduce higher maintenance costs on City streets as well as extend the life of the pavement before more costly treatments are required.

Disadvantage(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period at the various locations; however, the construction duration at each location is short, with traffic able to drive over the new surface within a few hours at most, which will minimize the temporary inconvenience.
2. Construction will generate noise in the area; however, the contractor will not be working in one spot the entire time with all work expected to be complete a few days at each location.

Budget Impact

The project is currently funded through the Pavement Management Program in the Street Fund $1,839,660.00. No additional budget appropriation is required.

Prior Council Review

None

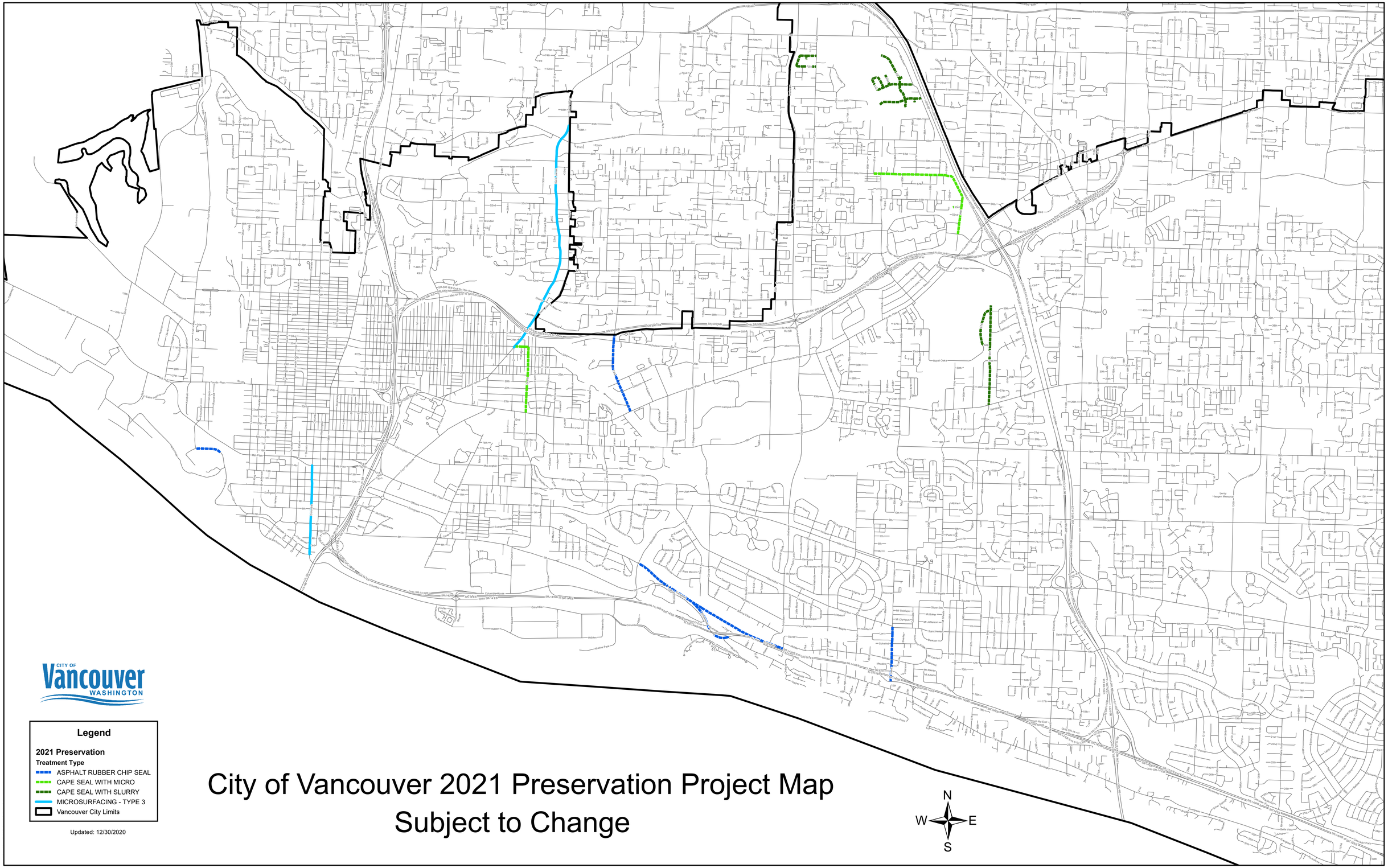
Action Requested

Award a construction contract for the 2021 Joint Agency Road Preservation Project to the lowest responsive and responsible bidder, Doolittle Construction, LLC of Bellevue, Washington, at their bid price of $1,367,486.00, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

Chris Sneider, Senior Civil Engineer, 360-487-8239

ATTACHMENTS:

- 2021 Preservation Map
- Contract



City of Vancouver 2021 Preservation Project Map
Subject to Change

CONTRACT # Contract/PO#
ITB 21-21: 2021 Joint Agency Road Preservation Project

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 Doolittle Construction LLC hereinafter referred to as "Contractor," whose address is 1900 118th Ave SE Bellevue WA 98005, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for 2021 Joint Agency Road Preservation Project. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 21-21 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 various roads the City of Vancouver by placing slurry seal, chip seal, micro-surfacing, fog seal, striping, and pavement marking per the attached Project Lists and Plans 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 no later than September 20, 2021. Slurry seal, micro-surfacing, chip, and fog seal work shall be completed by August 23, 2021, Chip seal for cape seal streets shall be completed by August 16, 2021.

   The City intends to award this Contract for an initial period of one (1) year with the option to extend for up to two (2) additional years.

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 8.4% Washington State Sales Tax (if applicable) $1,367,486.00.

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$2,000,000
IV. Pollution Legal Liability	
Each Claim	$3,000,000
Annual Aggregate	$6,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value. b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	Contract Value

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

20. **COOPERATIVE PURCHASING**: The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

21. **ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

22. **TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

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

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

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

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

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

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

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

31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Proposal,
6. Special Provisions,
7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. General Conditions for Facility Construction,
10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

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

Anna Vogel
City of Vancouver
415 W 6th St.
PO Box 1995
Vancouver WA 98668-1995

Aaron Kindt
Doolittle Construction LLC
1900 118th Ave SE
Bellevue WA 98005

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

Eric Holmes, City Manager

Date

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CONTRACTOR:
Doolittle Construction LLC

Signature

Printed Name /Title

Date

Staff Report 064-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/26/2021

SUBJECT Award of Bid for Construction of Vancouver Fire Department Fire Station 11

Key Points

- Eight contractor bids were received for Invitation to Bid #21-12. Kirby Nagelhout Construction has been determined to be the lowest responsive and responsible bidder.
- The Project will construct a new fire station to complete the fire system response network comprised of 11 stations.

Strategic Plan Alignment

Goal 2: Provide effective, innovative and well-resourced police, fire and emergency medical services.

Goal 2, Objective 2.1: Provide reliable and responsive police, fire and EMS service.

Present Situation

On April 23, 2018, the City of Vancouver and Fire District 5 entered into an agreement for the purchase of land, design, construction and operation of a future fire station (Fire Station 11).

The new fire station will improve response capability to the area between existing fire stations 4 and 7, as well as improve the reliability of the entire emergency response system. The goal of this project will be to construct a new fire station, and associated site improvements, to serve the community need and future growth, based on the final design of previously constructed Fire Stations 1 and 2.

Construction will begin June 2021, and substantial completion is scheduled for September 2022.

Invitation to Bid #21-12 was issued on March 5, 2021. The City received 8 contractor bids by the bid solicitation close on March 30, 2021. City staff and key stakeholders met to review the bids and to provide a recommendation for award. The bid results are as follows:

SUMMARY OF BIDS (includes WA sales tax)	
BIDDER	**BID AMOUNT**
Kirby Nagelhout Construction, Portland, OR	$7,126,767.98
Corp Inc Construction, Salem, OR	$7,308,509.25
Tapani Inc, Battle Ground, WA	$7,430,536.50
Todd Construction, Inc, Tigard, OR	$7,727,483.00
Banlin Construction, Vancouver, WA	$7,795,117.44
Emerick Construction Company, Tualatin, WA	$7,829,609.56
Patriot, Dunkirk, MD	$7,982,068.00
2KG Contractors, Inc, Portland, OR	$8,195,185.00
Engineer's Estimate	*$7,657,000.00*

Kirby Nagelhout Construction was determined to be the lowest responsive and responsible bidder.

The project, based on engineer's estimate, has a required apprenticeship utilization goal of 5%. The contractor has provided documentation of intent and ability to exceed this goal.

Advantage(s)

1. The new fire station is sited to improve emergency response times and support future growth.
2. The project is consistent with the City of Vancouver strategic goals of safety and resilency.
3. Project funding capitalizes on partnership between City of Vancouver and Fire District 5.

Disadvantage(s)

There will be minor disruptions to the community during construction, however, project management staff will work with the contractor to keep these to a minimum..

Budget Impact

The project was included in the 2021-2022 biennial budget.

Prior Council Review

The design contract for the project was awarded by City Council to Mackenzie Engineering

The project was included in the 2021-2022 biennial budget.

Action Requested

Award a contract to the lowest responsive and responsible bidder, Kirby Nagelhout Construction of Portland, OR and to authorize Eric Holmes, City Manager, or his designee to execute a contract for the construction of fire station 11, in the amount of $7,126,767.98, which includes Washington State Sales tax.

Jean Singer, Capital Projects Manager, 360-487-7755

ATTACHMENTS:

- Contract
- Project vicinity map
- Project rendering

CONTRACT # Supplier Contract #
BID 21-12 VANCOUVER FIRE DEPARTMENT FIRE STATION 11

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 Kirby Nagelhout Construction Co. hereinafter referred to as "Contractor," whose address is 10180 SW Nimbus Suite J3, Portland, OR 97223, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Vancouver Fire Department Fire Station 11. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 21-12 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 construction of a brand new Fire Station of approximately 14,000 SF and associated sitework and paving improvement in 9600 NE 130th Avenue, Vancouver WA 98682 and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

   The contract work shall achieve substantial completion by September 2, 2022. Final Completion shall be achieved no later than 30 days following substantial completion.

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 8.4% Washington State Sales Tax (if applicable) $7,120,393.59.

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation, and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$2,000,000
IV. Pollution Legal Liability	
Each Claim	$3,000,000
Annual Aggregate	$6,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance a. Coverage to include personal property of others in the care, custody, and control of the contractor. Coverage should be written for 100% of the completed value. b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	Contract Value

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

20. **COOPERATIVE PURCHASING**: The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

21. **ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

22. **TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

    If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the

control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

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

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

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

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

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

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

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

31. **INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if

fully as set forth herein. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Proposal,
6. Special Provisions,
7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. General Conditions for Facility Construction,
10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

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

Anna Vogel
City of Vancouver
415 W 6th St.
PO Box 1995
Vancouver WA 98668-1995

Michael Taylor
Kirby Nagelhout Construction Co.
10180 SW Nimbus Suite J3
Portland, OR 97223

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

Eric Holmes, City Manager

Date

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

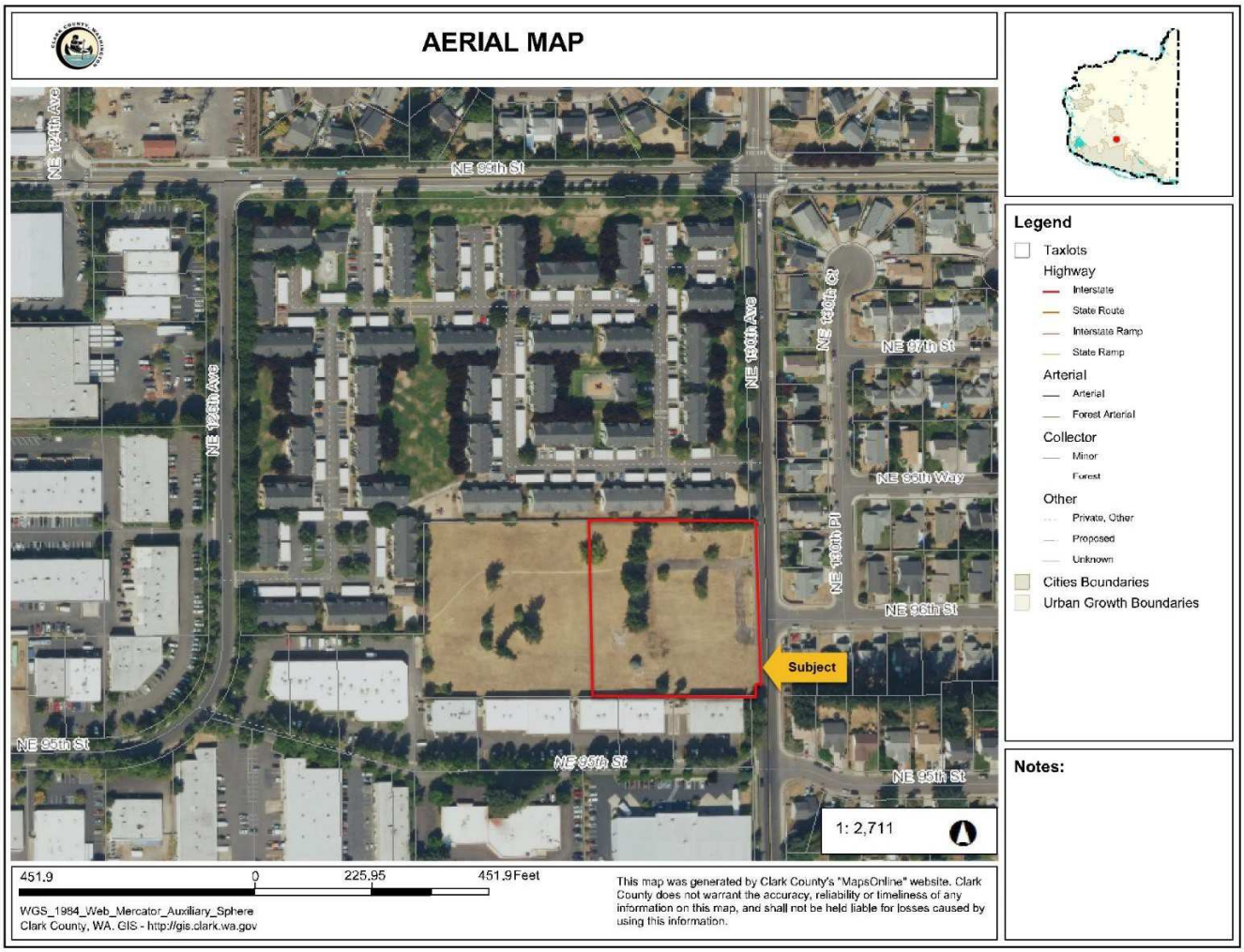
CONTRACTOR:
Kirby Nagelhout Construction Co.

Signature

Printed Name /Title

Date

AERIAL PHOTOGRAPH



PRELIMINARY SITE PLAN

FUTURE HOME OF VANCOUVER FIRE DEPARTMENT

FIRE STATION 11

A CITY OF VANCOUVER PUBLIC SAFETY PROJECT

CITY OF Vancouver WASHINGTON

MACKENZIE.

DESIGN DRIVEN | CLIENT FOCUSED

FIRE DISTRICT 5 FIRE SAFETY CLARK COUNTY

VANCOUVER EST. 1867 FIRE DEPARTMENT

Item #4.

Staff Report 065-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/26/2021

SUBJECT Professional services agreement for professional planning services for the Fourth Plain Safety and Mobility Study

Key Points

- The City of Vancouver Transportation System Safety Analysis (2018) identified the segment of Fourth Plain Boulevard between Grand Boulevard and Andresen Road as having the highest number of crashes per mile of all principal arterials in the city.
- The City's Pavement Management Program is anticipating applying a pavement preservation treatment on Fourth Plain Boulevard in 2023 from Main Street to Andresen Road
- The City issued a Request for Proposals from planning firms to provide professional planning services to complete the Fourth Plain Safety and Mobility Study, a community planning process to determine how the configuration of the roadway should be updated to address safety for vulnerable road users, support small businesses, and enhance access to bus rapid transit.
- City staff recommends awarding a contract to Parametrix in the amount of $450,000 for these services

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

In 2018 the City of Vancouver completed its first citywide Transportation System Safety Analysis (TSSA), which evaluated transportation system safety conditions for all modes of transportation citywide. The focus of the analysis was to identify existing safety trends, high priority intersection and segments, countermeasures, project improvements, and recommendations for integrating the findings into the City's Transportation System Plan update, which is currently underway.

Using a project priority evaluation process that looked at the results of crashes per centerline mile of principal arterials, critical intersection analysis, locations with the highest density of pedestrian, young driver, and lane departure crashes, the TSSA identified a three-mile stretch of Fourth Plain Boulevard between Interstate 5 and Andresen Road as a top priority project.

The TSSA identified that between Grand Boulevard and Andresen Road, Fourth Plain Boulevard had the highest number of crashes per mile of all principal arterials in the city. Between 2012 and 2016 there were 364 total crashes on the corridor, including 13 fatalities and serious injuries. Of the total crashes, 31 crashes involved people walking or biking, and seven of the 13 fatalities or serious injuries involved people walking or biking.

Advantage(s)

1. Identifies potential safety improvement projects that could be implemented in conjunction with the pavement preservation project in 2023.
2. Provides an extensive outreach process for one of the City's most diverse populations, including some of the highest percentages of Hispanic/Latinx, Asian, Eastern European and foreign-born residents in Vancouver, and the highest number of transit-dependent people in Clark County.

Disadvantage(s)

None

Budget Impact

None. The planning costs have been anticipated and are included in the 2021-2022 Transportation Capital Fund budget and 2021-2022 Community and Economic Development budget.

Prior Council Review

- Approval of the 2021-2022 budget which contained a decision package for the project
- Approval of the 2021-2026 Transportation Improvement Program (TIP), in which the project is listed

Action Requested

Authorize the City Manager or his designee to execute a Professional Services Agreement with Parametrix to provide professional planning services for the Fourth Plain Traffic Study in an amount not to exceed $450,000, and authorize the City Manager or his designee to amend the contract as needed and to amend the value up to 10% of the not-to-exceed value stated here-in.

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

ATTACHMENTS:

- Contract
- Project Scope
- Project Budget
- RFP 45-20

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. C-000000
FOURTH PLAIN TRAFFIC SAFETY STUDY

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Parametrix Inc. hereinafter referred to as "Contractor", whose address is 700 NE Multnomah St., Suite 1000, Portland, OR 97232**.**

WHEREAS, the City desires to engage the Contractor to provide a traffic safety study for the Fourth Plain Boulevard corridor from D Street to Andresen Road (including the I-5 interchanged) and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 45-20, Contractor's proposal to said RFP; and City Council's approval on April 26, 2021,of Staff Report No. 065-21;

WHEREAS, the Contractor has represented by entering into this Agreement 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 City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide a traffic safety study for the Fourth Plain Boulevard corridor from D Street to Andresen Road (including the I-5 interchanged) per RFP No. 45-20 and Contractor's response to said RFP on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to

either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed $350,000 USD unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 45-20 and RFP No. 45-20.

3. Relation of Parties.

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

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this 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.

5. Time of Performance.

The service of the Contractor is to commence as of _____, 2021. It is agreed services hereunder shall be completed by June 1, 2023.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such

time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. 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 Agreement, 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, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

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 Agreement is terminated prior to the completion of work, Contractor will only be paid for the hours completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: http://bls.dor.wa.gov/file.aspx, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except 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. Contractor specifically acknowledges 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. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars ($1,000,000) for each occurrence and not less than one million dollars ($1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial

General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars ($1,000,000) for each accident, five hundred thousand dollars ($500,000) for each disease for each employee, and one million dollars ($1,000,000) for each disease policy limit.

e. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars ($1,000,000) combined single limit.

f. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

g. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

h. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form. .

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Ryan Farncomb
Parametrix, Inc.
700 NE Multnomah St. Suite 1000
Portland, OR 97232

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. 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 Agreement.

17. Ratification.

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

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, 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.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 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 Ch.42.17 RCW for withholding or delaying public disclosure of such information.

22. Debarment.

The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

23. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

This Contract is effective as of the last signature dated below.

CITY OF VANCOUVER
A municipal corporation

Eric Holmes, City Manager

Date

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CONTRACTOR:
Company Name

Signature

Printed Name /Title

Date

Task 1. Project Management

1.1 Kickoff Meeting

Consultant shall plan and host a kickoff meeting with City staff to review the refined project schedule, discuss the project objectives, outreach objectives, and provide project background to the consultant team, and discuss next steps. Consultant shall prepare an agenda and detailed project schedule, as well as notes.

Assumptions:

- Kickoff meeting will be up to 2 hours and held by videoconference
- Up to three members of the consultant team shall attend kickoff meeting

1.2 Progress Report and Invoices

Consultant shall prepare progress reports and invoices monthly for the duration of the project. Project is expected to last 13 months. Invoices shall include costs per task and also a running project total to show what has been spent and what is remaining per task and total contract cost.

1.3 Project Administration

Consultant Project Manager (Consultant PM) shall administer the project, establish quality control plans, coordinate with consultant team members, coordinate with the city, update the project schedule up to three times, and monitor and track the project budget to ensure on-time and on-budget completion. Consultant shall establish a SharePoint or Microsoft Teams site for sharing files with the entire project team and storing notes.

1.4 Project Management Team (PMT) Meetings

PMT meetings will be held biweekly to check in on project progress. The Consultant PM is expected to attend all meetings and will send an agenda 2 business days prior to all meetings and meeting summary notes 2 business days after meetings. The PMT is expected to consist of the Consultant PM, City PM, and City staff; additional consultant staff will attend as needed to discuss specific topics.

Assumptions

- PMT meetings are expected to be 30 minutes in duration
- There will be up to 26 PMT calls
- Consultant PM shall attend all calls; one other Consultant staff will attend up to 13 calls.

Task 1 Deliverables:

- Kickoff meeting agenda
- Kickoff meeting notes
- Draft Schedule and up to three updates
- Up to 13 progress reports and invoices
- Up to 26 PMT call agendas and notes

Task 2. Current and Future Year No Build PM Peak Hour Traffic Analysis

2.1 Develop Existing Conditions

Consultant shall develop an AM and PM Synchro model for the study corridor. The study area for this project is Fourth Plain from D Street to Andresen Road in the City of Vancouver (approximately 3.3-mile long corridor).

Assumptions

- City will provide all available traffic volumes and traffic operations models including Synchro
- City will coordinate with SW Washington RTC to obtain current year traffic volumes to supplement City data
- City will provide Consultant access to Streetlight data as needed to update/calibrate the base year model.
- City will provide access to the Collision Dashboard or make data available.
- Consultant will develop AM and PM peak hour forecasts and Synchro models.
- Consultant will collect tube and turning movement counts at the locations listed in Attachment A.

2.2 Future Year Synchro Model

Consultant shall develop future-year AM and PM peak volumes using SW Washington RTC's Demand Model outputs for the base year and future year 2040. Consultant will post-process volumes per the methods outlined in the NCHRP Reports 255 and 765 to yield a future year AM and PM peak volumes for the entire study area corridor. Consultant will then develop a future year AM and PM peak Synchro models.

Assumptions

- Consultant will coordinate with SW Washington RTC to obtain current-year and future-year travel model data including volumes and projects.
- Consultant will develop AM and PM peak Synchro models.

2.3 Draft and Final Existing and Future Baseline Traffic and Safety Analysis Report

A safety analysis will be completed. The safety analysis will first consider findings from the 2018 Transportation System Safety Analysis (TSSA) as well as the Fourth Plain Pedestrian Safety and Access Implementation Strategy developed by the City. Consultant shall update collision statistics or the corridor, using the City's Collision Dashboard. Consultant shall generate collisions statistics for the most recent 3 years of data available in the corridor.

Consultant shall summarize key performance metrics for the Existing and Future Baseline AM and PM peak conditions to inform corridor safety and lane reconfiguration alternatives from Task 2.2 and 2.1. A draft report will be submitted for review by the City and a final report prepared addressing comments.

Task 2 Deliverables:

- Draft Existing and Future Baseline Traffic and Safety Analysis Report
- Final Existing and Future Baseline Traffic and Safety Analysis Report

Task 3. Corridor Safety & Lane Reconfiguration Analysis

3.1 Lane Reconfiguration and Safety Alternatives Development

Consultant shall develop lane reconfiguration alternatives for different segments of the Fourth Plain Corridor to address safety concerns and address other multimodal corridor objectives; alternatives could include reconfiguration to accommodate bicycle facilities, pedestrian facilities, exclusive transit lanes, general purpose lanes, on-street parking, or other alternatives. Lane reconfiguration alternatives will be informed by the existing safety issues determined from Task 2, traffic analysis results, and public outreach.

Future year Synchro models may be used to perform initial testing, screening, and refinement of the roadway reconfiguration alternatives, as necessary. When the roadway re-organization alternatives are well defined, the consultant will model the alternatives using Synchro's companion software SimTraffic and compare the analysis results to the future year baseline results.

Lane reconfiguration alternatives will consist of typical cross sections for each segment of Fourth Plain in addition to one visual rendering; up to two alternative cross-sections and renderings will be generated per each segment. Consultant shall revise cross-sections and renderings based on comments from the City.

Consultant will develop additional safety countermeasures and recommend improvements to address pedestrian, bicycling, transit, or motor vehicle safety concerns that would not be addressed by potential lane reconfiguration alternatives. Proposed safety improvements will be accompanied by short narrative justification. Consultant shall consider the findings and recommendations of the TSSA and the Fourth Plain Pedestrian Safety and Access Implementation (2017) in this analysis.

Cross section, renderings, and safety improvements developed under this subtask will be collected in an online tool for review and display; this tool will also aid sharing of information with the public in Task 4.

3.2 Lane Reconfiguration Analysis

Consultant shall evaluate roadway reorganization alternatives developed in Task 3.1. Consultant will coordinate with the SW Washington RTC to update the Regional Demand Model accordingly and post-process volumes for the future years.

Assumptions:

- SW Washington RTC will provide model runs to Consultant.

3.3 Draft and Final Safety and Lane Reconfiguration Analysis Report

Consultant shall summarize findings from the Baseline future year AM and PM peak Synchro and SimTraffic models and results for the roadway reconfiguration alternatives described in Task 3.2. It will also include key performance measures (qualitative and quantitative, such as intersection LOS) that will be used to evaluate the performance of alternatives and in the public outreach processThe draft report will include conceptual corridor-wide safety improvements, preferred cross-sections for each segment, and illustrative visualizations.

The final report will describe the preferred alternatives, as determined through engagement with the City and through public outreach. The online tool developed as part of Task 3.1 will be updated to include the preferred alternatives, cross-sections, concept design, and visualizations.

Task 3 Deliverables:

- Up to two alternative cross section drawings and renderings by corridor segment
- Draft Analysis Report, with conceptual safety improvements, alternative cross-sections by corridor segment, and performance results
- Final Analysis Report, with conceptual safety improvements, preferred cross-sections by corridor segment (considering input from public outreach), and results of traffic analysis

Task 4. Public Engagement

4.1 Community Engagement Plan

Consultant shall develop a comprehensive engagement plan to involve the community in understanding the traffic safety study and any recommended safety improvements for the Fourth Plain corridor. The plan should build on existing institutional relationships to center on historically excluded populations in the engagement.

The plan shall identify the following:

- Corridor demographics and location of historically disadvantaged groups, as well as analysis of languages spoken in the corridor.
- Educational campaigns and participatory activities to proactively inform community members about the traffic safety study and provide opportunities to share local expert knowledge around transportation safety in the corridor.
- Communication plan for the duration of the project.
- A comprehensive suite—ranging from social media campaigns to direct mail to in person events—of activities to communicate the project to residents, business owners, and other stakeholders and invite people into the conversation around safety improvements in the Fourth Plain corridor that can be successfully used during any existing COVID restrictions at the time of outreach.
- Plan should identify how the success of the community engagement effort will be measured and reported, including with regard to performance measures used to gauge lane reconfiguration concept performance described in Task 3.

4.2 Community Engagement Activities and Communications

- Develop communications campaigns, including drafting content for City to review
- Assist City in publishing and monitoring project communications materials, such as project web page on Be Heard Vancouver.
- Assist City in preparing for and staffing project events, such as open houses, focus groups, presentations to the City's Transportation and Mobility Commission, and other activities
- Work with the City's Community Engagement Manager to contact stakeholders directly regarding the project
- Provide periodic updates on communications sent and received

Assumptions:

- The City's BeHeard site will be the primary web interface. Consultant will not create a separate project website. City shall grant Consultant access to the BeHeard site.

- For budgeting purposes, it is assumed that:
    - Up to two members of the consultant team will attend up to 8 outreach events (open houses, focus groups, or other events).
    - Two members of the consultant team shall prepare for and attend up to 4 briefings with Council or other bodies.
    - Up to two members of the consultant team will spend up to 3 days of time engaging directly with stakeholders via a corridor walk and/or phone interviews, as described in the Task 4.1 Engagement Plan.
- Consultant shall provide Spanish language translation services. Consultant and City will work together during development of the Task 4.1 Engagement Plan to determine which materials, events, etc., will require translation and in what languages.
- City will provide translation services, as needed, for languages other than Spanish.
- As provided by the communications plan, the consultant shall purchase ad-buys of up to $1,000 during the course of the project.

4.3 Summary and Recommendations Report

- Provide a report summarizing community engagement activities, feedback received, and key themes
- Develop recommendations for how the traffic safety study and recommendations should respond to the findings from the community engagement process
- Report and reflect on performance measures for community engagement process. Report should identify 1) recommendations for improving community engagement processes as well as 2) performance measures for evaluating any safety improvement projects recommended in the traffic safety study.

Task 4 Deliverables:

- Draft and Final community engagement plan
- Communication materials, periodic updates on engagement, and logistics for meetings or events
- Summary report

Task 5. Fourth Plain Striping Plan

5.1 Draft Intersection Concepts

Consultant shall develop intersection concepts that incorporate the preferred cross sections and lane configurations based on results of the traffic analysis. Concepts will be developed for the I-5 ramp terminals and up to nine other intersections. Electronic exhibits will be prepared and submitted for review by the City and comments will be addressed in the Draft Preliminary (30%) Striping Plan.

Assumptions

- Exhibits will be scaled pdfs (1” = 20’ or 1” =50’) with no annotation.
- Turn lane locations and storage length will be based on traffic analysis.
- All pavement markings will comply with City Standard Details or the MUTCD.
- City will coordinate all other agency reviews required.
- Signal modifications needed for lane reorganization will be determined by the City.

5.2 Draft and Final Preliminary (30%) Striping Plan

Consultant shall develop a preliminary striping plan for the Fourth Plain corridor betweenD Street to Andresen Road on Fourth Plain. The draft striping plan design will incorporate the preferred cross sections and any lane configurations recommended in the Final Analysis Report (Task 3.3) and incorporate any City comments from the intersection concepts. Consultant shall develop a graphical "best fit" centerline geometry based on the existing curblines. An electronic roll plot of the draft striping plan will be prepared and submitted for review by the City and any comments will be addressed in the final layout to be submitted via MicroStation, AUTOCAD and pdf files

Assumptions

- Draft Striping Plan will be a scaled pdf(s) roll plot with lane lines and facility dimensions.
- Final striping plan will be a MicroStation, AutoCAD, and pdf electronic files.
- Consultant will not produce plan sheets.
- Consultant shall conduct limited field reconnaissance (up to 16 hours) to field verify information.
- No new marked pedestrian crossings will be included, existing marked crossings will put back to current standards.
- Turn lane locations and storage length will be based on traffic analysis.
- All pavement markings will comply with City Standard Details or the MUTCD.
- City will coordinate all other agency reviews required.
- Signal modifications needed for lane reorganization will be determined by the City.

Task 5 Deliverables:

- Up to eleven draft intersection concept exhibits (electronic deliverable)
- Draft 30% striping plan Roll Plot (electronic deliverable)
- Updated 30% striping plan MicroStation dgn, .dwg, and . pdf files (electronic deliverable)

City of Vancouver - 3/15/21

Fourth Plain Traffic Safety Study

	Staff Name	R. Farncomb	R. Leprowse	B. Woodburn	M. Russu	C. Allen	E. Montejo	I. Kilpatrick	D. Richter	P. Hornberger	R. Mellinger	C. Clausen	N. Hovland	Labor Summary		Expenses				Expense Total	Point North				Subconsultant Total	TOTAL
	Title/Category	Senior Planner	Senior Consultant	Engineer IV	Engineer III	Senior Engineer	Planner III	Planner II	Project Accountant	Office Administrator	Publications Supervisor	Engineer IV	Designer III	Hours	Dollars	Travel	Shipping / Mailing	Materials	Other		Katy	Cadie	Elvia	Lisa		
Project # TBD	Billing Rate	204.92	282.67	180.63	123.44	169.37	148.64	105.71	107.16	85.86	125.67	183.96	120.70								$ 160	$ 95	$ 50	$ 228		
Task 1	Project Management	75	8				23		52	6		3		167	$ 27,688	-	-	-	-	$ -	52	14	8		$ 10,050	$ 37,738
1.1	Kickoff Meeting	4	2				2							8	$ 1,682					$ -	2	2			$ 510	$ 2,192
1.2	Progress Report and Invoices (13)	13							26	6				45	$ 5,965					$ -	13		8		$ 2,480	$ 8,445
1.3	Project Administration	32					8		26					66	$ 10,533					$ -	24	12			$ 4,980	$ 15,513
1.4	Project Management Team (PMT) calls (26 total, 30 min)	26	6				13					3		48	$ 9,508					$ -	13				$ 2,080	$ 11,588
Task 2	Current and Future Year No Build AM and PM Peak Hour Traffic Analysis	14	24	100	300	40	40				8			526	$ 78,474	-	-	-	5,520	$ 5,520	6				$ 960	$ 84,954
2.1	Develop Existing Conditions	4	8	20	100									132	$ 19,038				5,520	$ 5,520					$ -	$ 24,558
2.2	Future Year Synchro Model			20	80									100	$ 13,488					$ -					$ -	$ 13,488
2.3	Draft and Final Baseline Traffic and Safety Report	10	16	60	120	40	40				8			294	$ 45,948					$ -	6				$ 960	$ 46,908
Task 3	Corridor Safety & Lane Reconfiguration Analysis	42	32	76	200	80	136	160			12	40		778	$ 115,612	-	-	-	-	$ -	8	8			$ 2,040	$ 117,652
3.1	Lane Reconfiguration and Safety Alternatives Development	12	8	16		40	48	60				20		204	$ 31,542					$ -					$ -	$ 31,542
3.2	Lane Reconfiguration Analysis	6	16	40	160									222	$ 32,728					$ -					$ -	$ 32,728
3.3	Draft and Final Safety and Lane Reconfiguration Analysis Report	24	8	20	40	40	88	100			12	20		352	$ 51,343					$ -	8	8			$ 2,040	$ 53,383
Task 4	Public Engagement	15					156	72			12			255	$ 35,381	400	-	500	1,000	$ 1,900	130	192	25	14	$ 43,482	$ 80,763
4.1	Community Engagement Plan	4					20	8			4			36	$ 5,141					$ -	20	20	2	4	$ 6,112	$ 11,253
4.2	Community Engagement Activities and Communications	8					120	52						180	$ 24,973	400		500	1,000	$ 1,900	86	140	23	6	$ 29,578	$ 56,451
4.3	Summary and Recommendations Report	3					16	12			8			39	$ 5,267					$ -	24	32		4	$ 7,792	$ 13,059
Task 5	Fourth Plain 30% Striping Plan	8	36									250	174	468	$ 78,807	-	-	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ 78,807
5.1	Draft Intersection Concepts	4	20									94	88	206	$ 34,387					$ -					$ -	$ 34,387
5.2	Draft and Final Preliminary (30%)	4	16									156	86	262	$ 44,420					$ -					$ -	$ 44,420
	Total Hours	154	100	176	500	120	355	232	52	6	32	293	174	2194							196	214	33	14		$ -
		$ 31,557	$ 28,267	$ 31,791	$ 61,719	$ 20,325	$ 52,768	$ 24,524	$ 5,572	$ 515	$ 4,021	$ 53,899	$ 21,002	2,194	$ 335,961	$ 400	$ -	$ 500	$ 6,520	$ 7,420	$ 196	$ 214	$ 33	$ 14	$ 56,532	$ 399,913

REQUEST FOR PROPOSALS (RFP) 45-20: FOURTH PLAIN TRAFFIC SAFETY STUDY

Request for Proposals Information:	**Submit Proposals to:**
RFP NUMBER: 45-20 **RFP TITLE: Fourth Plain Traffic Safety Study** **DATE ISSUED: 10/8/2020** **CONTACT PERSON: Christeen Smith** **EMAIL ADDRESS:** **Christeen.Smith@cityofvancouver.us** **CONTACT PHONE: 360-487-4735** **QUESTIONS DUE: 10/26/2020** **ADDENDUM DUE: 10/28/2020** **RESPONSES DUE: 11/4/2020**	**For electronic delivery:** Procureware https://vancouver.procureware.com **For delivery by the US Postal Service:** Attn: Procurement Services City of Vancouver PO BOX 1995 Vancouver, WA 98668 **For delivery by UPS or FedEx:** Attn: Procurement Services City of Vancouver 415 W 6TH Street Vancouver WA 98660

Table of Contents

SECTION 1: INSTRUCTIONS AND CONTRACT INFORMATION 2

a. Instructions to Proposers 2
b. Introduction 4
c. Background 4
d. Scope of Work 6
e. Approximate Timeline 7
f. Addendum 7
g. Information 8
h. General Information Form 8

SECTION 2: PROPOSAL SUBMITTAL AND EVALUATION INFORMATION 9

General Information Form 9
a. Submittal Requirements & Procedure 10
b. Evaluation Process 11
c. Evaluation Scoring 12
d. Award of Contract 13
e. RFP General Terms and Conditions 13

SECTION 3: SAMPLE CONTRACT 15

SECTION 1: INSTRUCTIONS AND CONTRACT INFORMATION

A. Instructions to Proposers

The City of Vancouver is seeking proposals from qualified firms for consulting services to provide a traffic safety study for the Fourth Plain Boulevard corridor from D Street to Andresen Road (including the I-5 interchanged).

Request for Proposal packets may be examined at: https://vancouver.procureware.com.
Questions or Requests for Clarification must be sent to Christeen Smith, Senior Procurement Specialist, via email to Christeen.Smith@cityofvancouver.us and be received by 4:00 p.m. on October 26, 2020. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be issued by no later than 5:00 p.m. on Wednesday, October 28, 2020.

The City reserves the right to cancel this Request or reject any and all proposals submitted or to waive any minor formalities of this call if the best interest of the City would be served.

Proposers may not withdraw proposals after set due date and time, unless award of contract is delayed for more than ninety (90) days.

Sealed proposals must be received by the City no later than 3:00 PM (Pacific Time) Wednesday, November 4, 2020. Submissions received after the specified time will not be accepted. The City of Vancouver is not responsible for delays in delivery.

Official delivery time shall be documented by City affixed time stamp.

Proposals submitted via the United States Postal Service (USPS) must be addressed: Procurement Services Manager, City of Vancouver, P.O. Box 1995, Vancouver, Washington 98668-1995. In some cases, acceptance of submissions requiring a signature may be delayed due to City staff not being available to sign for deliveries.

Proposals delivered by all other means must be delivered to: Vancouver City Hall, Customer Service Desk, 1st Floor Lobby, 415 W. 6th Street, Vancouver, Washington 98660. USPS will NOT deliver to the street address.

Proposals must be in a sealed envelope, and clearly marked "**RFP# 45-20 Fourth Plain Traffic Safety Study**"
Proposals submitted by FAX or EMAIL will NOT be accepted.

The City is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged and Women's Business Enterprises.

The City of Vancouver in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation

issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises, as defined in 49 CFR part 26, will be afforded full opportunity to submit qualification statements in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

The City reserves the right to cancel this Request or reject any and all proposals submitted or to waive any minor formalities of this call if the best interest of the City would be served.

Christeen M. Smith

Christeen Smith, Senior Procurement Specialist

B. Introduction

The City of Vancouver encompasses 48.61 square miles, has a population of nearly 182,000. The City is located on the I-5 corridor and extends along the north shore of the Columbia River, 100 miles upstream from the Pacific Ocean. It lies directly across the river from Portland, Oregon and is the southern gateway to the State of Washington.

The City is responsible for vital municipal infrastructure and urban services. It builds and repairs roads, maintains water and sewer service, provides fire and police protection as well as parks & recreation programs, administers land use policy and takes an active role in Vancouver's commercial and industrial development.

Vancouver has a Council/Manager form of government with a City Council comprised of the Mayor and six councilmembers who set policy and direction. The City Manager oversees the day-to-day operations of the City.

C. Background

Transportation System Safety Analysis

In 2018 the City of Vancouver completed its first citywide Transportation System Safety Analysis (TSSA) that evaluated transportation system safety conditions for all modes of transportation in the City of Vancouver. The focus of the analysis was to identify existing safety trends, high priority intersection and segments, countermeasures, project improvements, and recommendations for integrating the findings into the upcoming City Transportation System Plan update.

Using a project priority evaluation process that looked at the results of crashes per centerline mile of principal arterials, critical intersection analysis, locations with the highest density of pedestrian, young driver, and lane departure crashes, a 3 mile stretch of Fourth Plain Boulevard from Interstate 5 to Andresen Road was identified as a top priority project.

When evaluating principal arterials in the city, the TSSA identified that between Grand Boulevard and Andresen Road, Fourth Plain Boulevard had the highest number of crashes per mile of all principal arterials in the city. The section of Fourth Plain Boulevard between Interstate 5 and Grand Boulevard was ranked 20th of 71 principal arterial segments in the project.

Between 2012 and 2016 there were 364 total crashes on the corridor (13 fatalities and serious injuries). Of these crashes there were 31 crashes that involved pedestrians and/or cyclists; as a result there were seven pedestrian and/or cyclist fatalities or serious injuries on the corridor. The existing typical section of Fourth Plain Boulevard is a 5-lane section with 2 lanes in either direction, a center turn lane, and intermittent bike lanes.

Fourth Plain Forward

The City has a couple of planning documents focused on addressing the concerns of residents and businesses in the Fourth Plain area around transportation and streetscape, housing concerns and economic

development. In 2007, The City Council adopted the Fourth Plain Corridor Subarea Plan, which is a comprehensive small-area plan aimed to address the concerns of residents and businesses in central Vancouver. The Fourth Plain Forward Action Plan was completed in June 2015 and is intended to guide implementation of the economic development policies and goals of the Fourth Plain Corridor Subarea Plan. The Action Plan establishes a targeted economic development strategy for the corridor by outlining five goals and recommending specific strategies and actions to help achieve each goal:

Goal 1: Cultivate a vibrant and welcoming business district

- Allocate resources to organize and program the business district
- Invest in existing commercial spaces

Goal 2: Stabilize and grow small businesses

- Implement small business technical assistance strategically
- Extend small business support to home-based microenterprises
- Help small businesses and microenterprises access capital and build assets

Goal 3: Create a growth pipeline for food entrepreneurs

- Implement projects and partnerships to catalyze the growth of food businesses

Goal 4: Prioritize pedestrian safety and access

- Improve neighborhood connectivity to the corridor
- Enhance pedestrian safety and comfort

Goal 5: Foster inclusive, transit-oriented development

- Enhance regulations for transit-oriented development
- Incentivize inclusive transit-oriented development

Fourth Plain's high traffic volume benefits retail use, but high speeds endanger pedestrians and reduce visibility of businesses. Pedestrian collisions are among the highest in the city. Intersection treatments and enhanced crossings can calm traffic, improve pedestrian safety, and contribute to a distinctive identity for the district.

Demographics

The neighborhoods north and south of Fourth Plain Boulevard, between I-5 and Andresen Road are home to a widely diverse population (total population 20,000), including some of the highest percentages of Hispanic/Latino, Asian, Eastern European and foreign-born residents in Vancouver. Considered Vancouver's "International District," communities of color comprise 40% of the corridor's population.

Household incomes in the area are on average about 60% of Vancouver's median household income. About a quarter of residents of the International District live in extreme poverty. Residents of the area also have lower educational attainment, with over 20% of the population having earned less than a high school education, compared to 11% for the city as a whole. Over 70% of elementary students receive free or reduced

lunch, and 19% of the population is uninsured. 24% of residents live below the federal poverty level and the pre-COVID-19 unemployment rate was 7.8%. The census tracts surrounding Fourth Plain Boulevard also have the highest percentage of transit dependent residents in both the City and the County.

The Vine – C-TRAN's Fourth Plain Boulevard Bus Rapid Transit Line

Fourth Plain Boulevard is C-TRAN's busiest transit corridor, averaging nearly 2 million trips annually. To improve travel time, reliability and cost control on the route, C-TRAN launched the region's first bus rapid transit system, The Vine, on Fourth Plain Boulevard in 2017. The Vine connects downtown Vancouver with the Vancouver Mall to the east, serving Clark College and Fourth Plain Boulevard businesses with 34 different transit stops. The project decreased travel time by 12%, ridership increased by 45%, and per passenger cost dropped by 21%.

Washington State Department of Transportation City Safety Grant:

In 2018 the City applied for, and successfully received, a City Safety Grant through the Washington State Department of Transportation (WSDOT) to implement a safety improvement project on Fourth Plain Boulevard between F Street and Ft. Vancouver Way. WSDOT's cost benefit analysis for the grant application showed that a reduction in a through travel lane in each direction and adding bike lanes and a center turn lane would improve safety conditions in this corridor segment.

The City's pavement program will also be resurfacing Fourth Plain Boulevard from I-5 to Andresen over the next three years. This would allow the City the opportunity to look at other potential safety improvements on Fourth Plain Boulevard east of Ft. Vancouver Way to Andresen Road. While the addition of bike lanes and a center turn lane was identified as the replacement for the reduction of one through travel lane in each direction as part of the WSDOT grant it is not known at this time if the bike facilities would continue east of Ft. Vancouver Way or if other safety improvements could be implemented.

D. Scope of Work

The City is seeing a consisting firm to provide a traffic safety study for the Fourth Plain Boulevard corridor from D Street to Andresen Road (including the I-5 interchanged) including but not limited to the following tasks shown below:

TASK 1: Lane Reconfiguration PM Peak Hour Vissim Analysis

a) Consultant will use the adopted SWRTC regional model to assess the impacts of a reduction in one through travel lane on Fourth Plain Boulevard from D Street to Andresen Road. Consultant will perform model edits and reassign:
    1. The base year PM peak hour SWRTC model and
    2. The 2040 Financially Constrained 2040 PM peak hour SWRTC model.

b) Consultant will use Vissim models available from C-Tran Fourth Plain BRT project to perform analysis of the proposed "lane reconfiguration" on Fourth Plain Boulevard from D Street to Andresen Road.

c) Consultant will develop a new base year PM peak period "lane reconfiguration" scenario using the Vissim network used for the C-Tran Fourth Plain BRT project.

d) Consultant will develop a new 2035 PM peak period "lane reconfiguration" scenario using the C-Tran Fourth Plain BRT project.

e) Consultant will report performance measures from the Vissim model runs, comparing conditions with the lane reconfiguration to the currently assumed configuration for both the base year and future year. Performance measures will include general motor vehicle travel time eastbound and westbound through the corridor and intersection delay.

Deliverable:
Technical Memorandum describing results of the microsimulation and a Powerpoint summarizing microsimulation assessment of lane reconfiguration via screenshots and tables.

TASK 2: Corridor Safety Analysis

a) Consultant will analyze the collision history on Fourth Plain Boulevard from D Street to Andresen Road (including the I-5 interchange) and provide recommendations on safety improvements that could be implemented in the corridor to address the on-going safety issues. Special focus should be placed on the transportation system's most vulnerable users: people who walk, bike, and take transit.

Deliverable:
Technical Memorandum describing results and recommendations of potential safety improvements that could be made in the corridor.

E. Approximate Timeline

RFP Issued:	October 8, 2020
Questions:	October 26, 2020
Addendums:	October 28, 2020
PROPOSALS DUE:	November 4, 2020
Expected Notice to Proceed	December, 2020

F. Addendum

It is the sole responsibility of the proposer to learn of Addenda, if any. Such information may be obtained at: https://vancouver.procureware.com. The City of Vancouver accepts no responsibility or

liability and will provide no accommodation to proposers who fail to check for addendums and submit inadequate or incorrect responses.

G. Information

Questions or Requests for Clarification must be sent to Christeen Smith, Senior Procurement Specialist, via email to Christeen.Smith@cityofvancouver.us and be received by 4:00 p.m. on October 26, 2020. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be issued by no later than 5:00 p.m. on Wednesday, October 28, 2020.

H. General Information Form

The GENERAL INFORMATION FORM, on the next page, is designed to serve as the cover sheet. Do not attach cover letters, title pages, or blank sheets ahead of this form, nor substitute letterhead paper for it. If additional space is needed, plain paper may be attached behind this form. This form must be signed by a person authorized to submit proposals and enter into contract negotiations on behalf of your agency. This individual must be at least 18 years of age. **Failure to submit this form may result in your proposal being deemed non-responsive and rejected.**

SECTION 2: PROPOSAL SUBMITTAL AND EVALUATION INFORMATION

General Information Form
RFP #45-20 FOURTH PLAIN TRAFFIC SAFETY STUDY

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your entity. To be considered for this project, the submittals must be completed in accordance with this RFP and **this RFP cover sheet must be attached.**

Failure to submit this form may result in your proposal being deemed non-responsive.

Authorized Official (Signature)	Date
Print Name of Authorized Official	Title of Authorized Official
Company Name	Contact Person
Address	City, State, Zip
Phone Number	Fax Number
E-Mail Address	Federal Tax ID #

NOTE: It is the sole responsibility of the Consultant to learn of Addenda, if any. Such information may be obtained at https://vancouver.procureware.com.

A. Submittal Requirements & Procedure

Submittal Requirements: Proposals should be concise and only include information requested.

- If Proposals are not submitted through the City's Procurement Portal, Procureware https://vancouver.procureware.com then Proposers must provide: 1 signed, original copy of Proposal and 1 electronic copy of Proposal by USB thumb drive (MS Word, MS Excel compatible or pdf files).
- Page size: **8.5" x 11"**
- Minimum font size: **12** point
- Maximum number of pages: **20** double sided (**40** single sided)
    - **INCLUDED in the page count:** Evaluation Criteria responses, charts, graphs, pictures, resumes, samples of previous work products and all other text.
    - **NOT INCLUDED in the page count:** General Information Form (Failure to submit the General Information Form may render the proposal non-responsive and therefore void), section dividers, and back cover.

Submittal Procedure: Proposals are to be submitted in a sealed envelope and labeled:

RFP # 45-20 FOURTH PLAIN TRAFFIC SAFETY STUDY

- Responses due no later than: **3:00 P.M. (Pacific Time), Wednesday, November 4, 2020.**

  In person submittals will not be accepted for this project. Proposers may submit proposals online through the City of Vancouver's Procurement Portal, Procureware https://vancouver.procureware.com. Instructions on how to submit through the portal are available through the help function within the website.

Delivery Address:
(FedEx and UPS)
Procurement Services Manager
City of Vancouver
Customer Service Desk
1st floor lobby
415 W. 6th Street
Vancouver, WA 98660

Mailing Address:
(USPS does **NOT** deliver to City Hall)
Procurement Services Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668

- All proposals must be delivered **AND** received by Procurement Services by the time/date listed.
- Proposers shall allow enough time for delivery to occur. Official City time/date stamp shall be the sole means used to determine time/date of receipt/acceptance of Proposals.
- Proposals submitted by **EMAIL** or **FAX** will not be accepted**.**

- Deliveries requiring a signature may not be delivered in a timely manner as our receiving point is not staffed at all times and may not be available to sign at the time of delivery.
- USPS does **NOT** provide delivery services to City Hall.
- City PO Box mail is usually collected once each business day. Mail received after that time will not be collected until the next business day, and therefore possibly not received by the City by the due date and time.
- Proposals received after the listed date and time will not be accepted. The City of Vancouver is not responsible for delays in delivery.

B. Evaluation Process

The City will determine the most qualified proposer based on the Evaluation Criteria listed using predetermined weights and the responsiveness of the Proposal. A subsequent round of interviews may be used to evaluate finalists.

The City reserves the right to conduct interviews of a short list of proposers. If the City decides to conduct interviews, the interview sessions will be evaluated in a manner similar to the response. Topics covered in the interview session shall include the topics listed hereinbefore under the "Evaluation Criteria" section plus any additional, relevant topics which may arise during both the formal presentation and the question and answer portions of the interview. If interviews are conducted and if your firm is selected for an interview, you will be contacted by the City for next steps.

1. **Project Approach and Understanding:** Information under this section should include, but not be limited to, your understanding of the City's requirements, and a proposed project schedule and your firm's approach:

    a. Demonstrate a clear understanding of the project by providing a concise, description of how you propose to resolve the issues identified in this RFP.
    b. Provide a detailed description of proposed services and the means and methods to be used to accomplish the tasks identified in the Project Scope section. This work plan will detail team assignments and narratives of work approach and work force, and schedule of activities with time allocations.
    c. Provide a detailed description of the firm's approach to overall project management, allocation of resources, and integration of all activities required by the Project Scope.

2. **Proposer Capabilities & Qualifications:** Provide an overview of the proposer's organization, size and experience; major clients; areas of expertise; approximate number

of staff assigned to the project; unique qualifications of the proposer; and other matters that the proposer feels would assist the City in the evaluation process.

a. Provide company description; include number of years in business, size, specialties, etc.
b. Provide name, title, brief description of duties, years of pertinent experience and availability for each staff member that will be assigned to this contract.
c. Describe other resources your firm intends to commit to provide the required services under this contract.
d. Provide a detailed explanation describing how your firm, and the personnel assigned to this project, will perform the work required while also working on other on-going projects.
e. Provide information describing previous experience with governmental agencies (preferably cities) for similar contracts that best characterize your firm's capabilities and work quality.
f. Provide the name and address of any sub-consultant that may perform work under this contract and what services they may provide. Include information about their pertinent experience and the name, title and brief description of duties and years of related experience for each staff member that will be assigned this project.

   References: Provide at least three (3) references from projects of similar size and scope performed within the last three (3) years.

3. **Cost Proposal:** Provide a fixed cost proposal for all personnel requirements and any other applicable costs associated with the services to be provided. Include the hourly rates of those individuals that may perform work under this contract. Provide information in a table format, including cost per project task.

C. <u>Evaluation Scoring</u>

The City's choice of Consultant will be made by evaluating the written qualification statements. Each proposal received in response to this RFP will be evaluated and scored as follows:

1. Project Approach and Understanding (40 points maximum)
2. Proposer Capabilities and Qualifications (40 points maximum)
3. Cost Proposal (20 points maximum)

D. Award of Contract

The City will attempt to reach a final agreement with the highest scoring responding proposer. However, the City may, at its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the next highest scoring proposer and may continue on, in the same manner, with remaining proposers until an agreement is reached.

Award of the contract shall be made with reasonable promptness by giving verbal and written notice to the proposer whose proposal best conforms to the request, receives the highest score through the evaluation process, and which will be the most advantageous to the City. It is the intent of the City to award a contract on a fair and competitive basis. All performance and technical standards stated in the RFP must be met as a condition of proposal acceptance.

The successful proposer will be required to enter into a written agreement with the City in which the proposer will undertake certain obligations. These obligations include, but are not limited to, the terms and conditions (T&Cs) listed on the attached Sample Professional Services Agreement (see Attachment "A") which are meant to be non-negotiable, but may be modified at the City's sole discretion. This RFP and the successful Proposer's response shall be incorporated in and become a part of the final contract.

In the event that a proposer has concerns with said terms and conditions, they must address those concerns within the submitted proposal. Requests to modify the T&Cs after the solicitation's closing date and time will not be considered.

If required, upon successful completion of contract negotiations, a recommendation will be forwarded to City Council for approval. Until approved by City Council, no contract can be executed and no award is final.

The City will consider all concerns but is not obligated to change any part of said T&Cs.

E. RFP General Terms and Conditions

Reimbursement

The City will not reimburse proposers for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate the City to accept or contract for any expressed or implied services. The City reserves the right to request any Consultant to clarify their proposal or to supply any additional material deemed necessary to assist in the evaluation of the Consultant.

Cooperative Purchasing

The Washington State Interlocal Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By responding to this RFP, Consultants agree 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.

Public Records and Proprietary Material

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

Proposers should clearly mark any record they believe is exempt from disclosure.

Upon receipt of a request for public disclosure, the City will notify the RFP proposer of any public disclosure request for the proposer's proposal. If the proposer believes its records are exempt from disclosure, it is the proposer's sole responsibility to pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. It is the proposer’s discretionary decision whether to file such a lawsuit. However, if the proposer does not timely obtain and serve an injunction, the City will disclose the records, in accordance with applicable law.

SECTION 3: SAMPLE CONTRACT

ATTACHMENT A

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
FOURTH PLAIN TRAFFIC SAFETY STUDY

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Click Here to Enter Contractor's Legal Name hereinafter referred to as "Contractor", whose address is Click Here to Enter Contractor's Address**.**

WHEREAS, the City desires to engage the Contractor to Click Here to Enter a Brief Scope of Work and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 45-20, Contractor's proposal to said RFP; and

WHEREAS, the Contractor has represented by entering into this Agreement 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 City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:
The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide a traffic safety study for the Fourth Plain Boulevard corridor from D Street to Andresen Road (including the I-5 interchanged) per RFP No. 45-20 and Contractor's response to said RFP on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

INSERT DETAILED STATEMENT OF WORK HERE

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor

shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed $_____ USD unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 45-20 and RFP No. 45-20.

3. Relation of Parties.

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

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this 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.

5. Time of Performance.

The service of the Contractor is to commence as of _____, 2020. It is agreed services hereunder shall be completed by _____, 2025.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. 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 Agreement, 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, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

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 Agreement is terminated prior to the completion of work, Contractor will only be paid for the hours completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: http://bls.dor.wa.gov/file.aspx, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except 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. Contractor specifically acknowledges 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. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars ($1,000,000) for each occurrence and not less than one million dollars ($1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars ($1,000,000) for each accident, five hundred thousand dollars ($500,000) for each disease for each employee, and one million dollars ($1,000,000) for each disease policy limit.

e. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars ($1,000,000) combined single limit.

f. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

g. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

h. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form. .

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:	Contractor:
Anna Vogel	CONTRACTOR CONTACT NAME
City of Vancouver	CONTRACTOR NAME
415 W 6th Street	ADDRESS 1

P O Box 1995 ADDRESS 2
Vancouver WA 98668-1995 ADDRESS 3

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. 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 Agreement.

17. Ratification.

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

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, 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.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 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 Ch.42.17 RCW for withholding or delaying public disclosure of such information.

22. Debarment.

The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

23. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

DATED this _____ day of _____, 2020

CITY OF VANCOUVER,
A municipal corporation

_____
Anna Vogel, Procurement Manager

Attest:

_____
Natasha Ramras, City Clerk

Approved as to form:

_____
Michael Nigrey, Assistant City Attorney
For: Jonathan Young, City Attorney

CONTRACTOR:
CONTRACTOR NAME

_____
Signature:

_____
By: Printed Name / Title

MEMORANDUM

DATE: Monday, April 19, 2021

TO: City Councilmembers

FROM: Mayor McEnerny-Ogle

CC: Eric J. Holmes, City Manager
Shannon Ripp, Boards & Commissions

RE: Recommendation for Appointment on the Parking Advisory Committee

The Parking Advisory Committee advises City Council on policy issues related to all city-owned on-street and off-street parking facilities, and makes recommendations on facilities and parking regulations.

Mayor McEnerny-Ogle recently interviewed two candidates for a mid-term vacancy on the Parking Advisory Committee and recommends the appointment of Ryan Morin. This appointment should begin immediately and expire July 1, 2023.

If there are no objections, I would like to make these appointments at the **Monday, April 26, 2021** Council meeting.

Attachments:
Application
Current Roster

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:

$ 3,442,999.01 **this 26th day of April 2021.**

MAYOR

COUNCILMEMBER

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
April 13, 2021 - April 19, 2021	Accounts Payable Checks (see attached)	**$ 3,438,167.05**
April 13, 2021 - April 19, 2021	Hansen City Payments (see attached)	**$ 3,265.99**
April 13, 2021 - April 19, 2021	Visa Refunds (see attached)	**$ 1,565.97**
April 13, 2021 - April 19, 2021	Payroll Checks (see attached)	**$ -**
TOTAL		**$ 3,442,999.01**

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if Applicable
Supplier Payment	Manual Wire	No Reference	4/12/2021	888,613.62	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	4/12/2021	281.00	Minnesota Department of Revenue	
Supplier Payment	Manual Wire	No Reference	4/12/2021	103.38	State of Arizona	
Supplier Payment	Manual Wire	No Reference	4/13/2021	13,735.23	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	4/13/2021	25,550.93	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	4/13/2021	776,018.99	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	4/14/2021	90,320.54	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	4/14/2021	440,526.15	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire	No Reference	4/14/2021	984.20	VSP Vision Care Inc	
Expense Payment	Direct Deposit	EFT-00097431	4/15/2021	266.00	Zachary Ripp	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00097432	4/15/2021	213.50	Steven Dobbs	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00097433	4/15/2021	73.98	Patrick Kennedy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00097434	4/15/2021	102.00	Jason Gillespie	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00097435	4/15/2021	20.59	Robin Brown	Employee Reimbursement
Supplier Payment	EFT	EFT-00097436	4/15/2021	992.25	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00097437	4/15/2021	6,230.00	Rapid Response Bio Clean	
Supplier Payment	EFT	EFT-00097438	4/15/2021	5,821.03	Go Connect	
Supplier Payment	EFT	EFT-00097439	4/15/2021	320.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00097440	4/15/2021	15,646.00	MacDonald-Miller Facility Solutions Inc	
Supplier Payment	EFT	EFT-00097441	4/15/2021	1,828.00	Net Transcripts Inc	
Supplier Payment	EFT	EFT-00097442	4/15/2021	756.46	Linguava Interpreters Inc	
Supplier Payment	EFT	EFT-00097443	4/15/2021	1,500.00	State of Washington Department of Enterprise Services	
Supplier Payment	EFT	EFT-00097444	4/15/2021	16,031.62	Otak Inc	
Supplier Payment	EFT	EFT-00097445	4/15/2021	2,277.98	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	EFT	EFT-00097446	4/15/2021	165,036.01	Operations Management International Inc	
Supplier Payment	EFT	EFT-00097447	4/15/2021	3,826.50	Accenture LLP	
Supplier Payment	EFT	EFT-00097448	4/15/2021	36,980.90	Second Step Housing	
Supplier Payment	EFT	EFT-00097449	4/15/2021	11,362.27	Metro Overhead Door Inc	
Supplier Payment	EFT	EFT-00097450	4/15/2021	3,089.50	Level One LLC	
Supplier Payment	Check	21547	4/14/2021	6,986.25	Action Onsite Inc	
Supplier Payment	Check	21548	4/14/2021	14,084.41	Advantel Incorporated	
Supplier Payment	Check	21549	4/14/2021	524.80	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	21550	4/14/2021	12,729.19	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	21551	4/14/2021	800.00	American Medical Response Northwest Inc - Remit-To: AMR - Vancouver	
Supplier Payment	Check	21552	4/14/2021	29.71	Aramark Uniform & Career Apparel LLC	
Supplier Payment	Check	21553	4/14/2021	98.05	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if Applicable
Supplier Payment	Check	21554	4/14/2021	142,449.98	Ballard Marine Construction LLC	
Supplier Payment	Check	21555	4/14/2021	20,600.00	Bang the Table USA LLC	
Supplier Payment	Check	21556	4/14/2021	10,719.67	Bella Terra LLC	
Supplier Payment	Check	21557	4/14/2021	4,196.00	Cascade Centers Inc	
Supplier Payment	Check	21558	4/14/2021	433.32	Chicago Title Company of WA	
Supplier Payment	Check	21559	4/14/2021	1,462.09	Cintas	
Supplier Payment	Check	21560	4/14/2021	43,554.04	Columbia Ford Inc	
Supplier Payment	Check	21561	4/14/2021	3,569.29	Columbia Resource Company	
Supplier Payment	Check	21562	4/14/2021	151.10	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	21563	4/14/2021	109.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	21564	4/14/2021	24.79	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	21565	4/14/2021	114.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	21566	4/14/2021	241.11	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	21567	4/14/2021	297.98	Corporate Translation Services Inc	
Supplier Payment	Check	21568	4/14/2021	2,602.86	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	21569	4/14/2021	5,947.50	Davidson Benefits Planning	
Supplier Payment	Check	21570	4/14/2021	61,943.83	Del Sol Inc	
Supplier Payment	Check	21571	4/14/2021	750.00	EMS Technology Solutions LLC	
Supplier Payment	Check	21572	4/14/2021	32,704.53	EnviroIssues Inc	
Supplier Payment	Check	21573	4/14/2021	200,000.00	Evergreen Habitat for Humanity	
Supplier Payment	Check	21574	4/14/2021	850.00	Examworks Inc	
Supplier Payment	Check	21575	4/14/2021	743.15	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	21576	4/14/2021	14,120.00	Gallagher Bassett Services Inc	
Supplier Payment	Check	21577	4/14/2021	1,216.80	General Automotive Supply Co	
Supplier Payment	Check	21578	4/14/2021	3,508.11	Genuine Parts Company	
Supplier Payment	Check	21579	4/14/2021	3,158.30	Invintus Media LLC	
Supplier Payment	Check	21580	4/14/2021	445.80	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	21581	4/14/2021	19,407.10	Kar-Gor Inc	
Supplier Payment	Check	21582	4/14/2021	10,562.50	King County Directors Association Purchasing Department	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if Applicable
Supplier Payment	Check	21583	4/14/2021	1,085.00	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	21584	4/14/2021	158.32	Langley's Ace Inc	
Supplier Payment	Check	21585	4/14/2021	2,665.21	Mascott Equipment Co	
Supplier Payment	Check	21586	4/14/2021	7,416.73	Mather and Sons Pump Service Inc	
Supplier Payment	Check	21587	4/14/2021	986.00	National Safety Inc	
Supplier Payment	Check	21588	4/14/2021	63.88	Northwest Cascade Inc	
Supplier Payment	Check	21589	4/14/2021	2,612.79	Parametrix, Inc	
Supplier Payment	Check	21590	4/14/2021	8,840.00	Parkeon	
Supplier Payment	Check	21591	4/14/2021	2,191.53	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	21592	4/14/2021	9,441.72	Pitney Bowes Inc	
Supplier Payment	Check	21593	4/14/2021	4,981.44	PPC Solutions Inc	
Supplier Payment	Check	21594	4/14/2021	156.25	Richard L Hepper	
Supplier Payment	Check	21595	4/14/2021	20,673.77	Sequence Graphics LLC	
Supplier Payment	Check	21596	4/14/2021	441.72	Shred It USA LLC	
Supplier Payment	Check	21597	4/14/2021	464.84	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	21598	4/14/2021	17,075.00	Southwest Washington Humane Society	
Supplier Payment	Check	21599	4/14/2021	53.43	Stericycle Inc	
Supplier Payment	Check	21600	4/14/2021	6,125.00	Teragan & Associates Inc	
Supplier Payment	Check	21601	4/14/2021	155.00	Terracon Consultants Inc	
Supplier Payment	Check	21602	4/14/2021	609.21	Towing & Recovering Services Inc	
Supplier Payment	Check	21603	4/14/2021	150.00	Triangle Resources Inc	
Supplier Payment	Check	21604	4/14/2021	297.35	United Parcel Service	
Supplier Payment	Check	21605	4/14/2021	325.20	Vancouver Granite Works Inc	
Supplier Payment	Check	21606	4/14/2021	2,358.88	Walter E Nelson Company	
Supplier Payment	Check	21607	4/14/2021	22,895.94	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	21608	4/14/2021	3,512.09	W Todd Pascoe	
Supplier Payment	Check	21609	4/14/2021	6,095.88	Xchange Recovery	
Supplier Payment	Check	21610	4/14/2021	108,096.99	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle	
Ad Hoc Payment	Check	21611	4/14/2021	375.00	ANA AQUINO	VOUCHER 2008189.058
Ad Hoc Payment	Check	21612	4/14/2021	902.05	Barbara Snow	Utility Refunds: 0042005700-04
Ad Hoc Payment	Check	21613	4/14/2021	163.41	Brainard,Donna	Utility Refunds: 0115001086-03
Ad Hoc Payment	Check	21614	4/14/2021	972.72	Brainard,Donna	Utility Refunds: 0115001086-03
Ad Hoc Payment	Check	21615	4/14/2021	126.00	CALEY FOGG	VOUCHERS 2008180.030 AND 200818.030
Ad Hoc Payment	Check	21616	4/14/2021	50.00	Cellar 55	Acct. #12338/Invoice #99431876
Ad Hoc Payment	Check	21617	4/14/2021	58.00	CRAIG DOTY	VOUCHER 2008179.030

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if Applicable
Ad Hoc Payment	Check	21618	4/14/2021	64.18	Dale O Vilen and Olga I Vilen,Revocable Living Trust	Utility Refunds: 0055022000-13
Ad Hoc Payment	Check	21619	4/14/2021	115.14	Delbert Ross	Utility Refunds: 0009090500-01
Ad Hoc Payment	Check	21620	4/14/2021	2,908.90	Empaqt LLC	Utility Refunds: 0003012700-05
Ad Hoc Payment	Check	21621	4/14/2021	20.00	Hooligans Sports Bar	Refund - Alarm Billing
Ad Hoc Payment	Check	21622	4/14/2021	70.00	Intrustment Northwest	Fund 491 SC0377
Ad Hoc Payment	Check	21623	4/14/2021	180.61	Invest West Management LLC	Utility Refunds: 0005038701-03
Ad Hoc Payment	Check	21624	4/14/2021	1,586.00	Jennifer Quinn	RES-295430 (2601 NE 115th PL 98684)
Ad Hoc Payment	Check	21625	4/14/2021	13.09	Lindsey Stevens	Utility Refunds: 0073004044-03
Ad Hoc Payment	Check	21626	4/14/2021	55.16	Myunghee Monica Mo	Permit COV10088 Returned
Ad Hoc Payment	Check	21627	4/14/2021	6.50	Nathan Campbell	RES-281502
Ad Hoc Payment	Check	21628	4/14/2021	245.52	Nathan T and Megan M Kroll	Utility Refunds: 0043068068-05
Ad Hoc Payment	Check	21629	4/14/2021	191.12	Nick and Amy Newball	Utility Refunds: 0045026416-03
Ad Hoc Payment	Check	21630	4/14/2021	311.25	Northwest Galaxy Inc	Utility Refunds: 0003012700-05
Ad Hoc Payment	Check	21631	4/14/2021	676.46	Northwest Galaxy Inc	Utility Refunds: 0003012700-05
Ad Hoc Payment	Check	21632	4/14/2021	197.69	Oliver Hidden	Utility Refunds: 0003012700-05
Ad Hoc Payment	Check	21633	4/14/2021	34.00	Our Heroes Place	Refund - Duplicate Payment
Ad Hoc Payment	Check	21634	4/14/2021	70.00	PCS	Refund - Golfside Village Apartments
Ad Hoc Payment	Check	21635	4/14/2021	70.00	PCS Alarms	Acct. #T-5038/Invoice #99420668 & 99426588
Ad Hoc Payment	Check	21636	4/14/2021	10.68	Ray Edwards	refund returned pkg permit COV09222
Ad Hoc Payment	Check	21637	4/14/2021	1,684.86	Rebecca Hamilton	Claim Payment - DOL: 02/13/21 - Risk
Ad Hoc Payment	Check	21638	4/14/2021	34,726.66	Retail Opportunity Investments Corp	Utility Refunds: 0160005100-01
Ad Hoc Payment	Check	21639	4/14/2021	2,717.28	Retail Opportunity Investments Corp	Utility Refunds: 0160005100-01
Ad Hoc Payment	Check	21640	4/14/2021	60.51	Rick Brown	MPE-296655
Ad Hoc Payment	Check	21641	4/14/2021	3,089.40	Robb Construction Inc	Inv #15368 SCIP contractor pmt for Denman
Ad Hoc Payment	Check	21642	4/14/2021	47.55	Ronald R Prucha	Utility Refunds: 0072069100-03
Ad Hoc Payment	Check	21644	4/14/2021	55.65	RUTH IVERSEN	VOUCHER 2008178.030
Ad Hoc Payment	Check	21645	4/14/2021	65.38	Shane Leitzke	MPE-297140
Ad Hoc Payment	Check	21646	4/14/2021	20,579.75	Stephanie Willard	Claim Payment - DOL: 05/15/20 - Risk
Ad Hoc Payment	Check	21647	4/14/2021	4.10	Susan M Dilling	Utility Refunds: 0092023100-04
Ad Hoc Payment	Check	21648	4/14/2021	59.51	Susan Onesky	MPE-293862
Ad Hoc Payment	Check	21649	4/14/2021	59.51	Susan Onesky	MPE-293472
Ad Hoc Payment	Check	21650	4/14/2021	169.00	Terry Mcbride	Utility Refunds: 0128436200-01
Ad Hoc Payment	Check	21651	4/14/2021	40.40	Warren Black	Utility Refunds: 0011068101-19
Ad Hoc Payment	Check	21652	4/14/2021	41.83	Zachary and Ann Wilson	Utility Refunds: 0047095080-02
Ad Hoc Payment	Check	21653	4/16/2021	5,717.32	State of Washington	1st Qtr 2021 A8 form

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if Applicable
			SUBTOTAL	**3,438,167.05**		
Hansen			4/19/2021	3,265.99	City Payments	Posted 04-12-21 to 04-18-21
			SUBTOTAL	**3,265.99**		
Visa			4/19/2021	24.00	Miscellaneous	Parks Class Refunds - Firstenburg Community Center 04-12-21 to 04-18-21
Visa			4/19/2021	1,541.97	Miscellaneous	Parks Class Refunds - Marshall Community Center 04-12-21 to 04-18-21
Visa			4/19/2021	0.00	Miscellaneous	Parks Class Refunds - Special Events 04-12-21 to 04-18-21
Visa			4/19/2021	0.00	Miscellaneous	Parks Class Refunds - WREC 04-12-21 to 04-18-21
			SUBTOTAL	**1,565.97**		
			TOTAL	**3,442,999.01**		

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

City of Vancouver
Payroll Council Report
April 13, 2021 - April 19, 2021

Check No.	Date	Explanation	Amount
		No Payroll this period	

$ -